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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

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

**CHUBB INSURERS' MOTION TO ADJOURN
PLAN CONFIRMATION HEARING AND RELATED DEADLINES**

Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America ("Century") and Westchester Fire Insurance Company (on its own behalf and for policies issued by or novated to Westchester Fire Insurance Company) ("Westchester Fire") (Century and Westchester Fire together, the "Chubb Insurers"), parties in interest, hereby move the Court for an order adjourning the hearing on final approval of the Disclosure Statement (Dkt. No. 767) and confirmation of Debtor's proposed Plan of Reorganization (Dkt. No. 766) (the "Combined Hearing"), along with the related Objection Deadline, for at least sixty (60) days.



As explained below, the Chubb Insurers have worked diligently in attempt to adhere to the highly compressed confirmation schedule requested by Debtor and set by the Court (Dkt. No. 782) (the “Scheduling Order”). The same cannot be said of Debtor and the Committee, which have stonewalled the Chubb Insurers’ legitimate discovery requests and, in the Committee’s case, failed entirely to abide by its discovery obligations by refusing to search for and produce documents. At a minimum, the parties will need time to meet and confer in attempt to resolve these issues, and to bring outstanding issues to the Court for decision. Depositions have yet to be scheduled and cannot be scheduled until issues regarding the Committee’s document production have been resolved. This work cannot be accomplished by the June 23, 2025 Objection Deadline. The Chubb Insurers also have been unable to identify an expert to address the proposed Plan’s impacts on the Chubb Insurers’ rights, as the potential experts they contacted both declined specifically because of the extremely limited window between entry of the Scheduling Order and the Objection Deadline.

The Chubb Insurers will not have the opportunity to be “fully heard” and to “have their legitimate objections addressed” without the requested adjournment. *Truck Ins. Exch. v. Kaiser Gypsum Co., Inc.*, 602 U.S. 268, 282 (2024). Debtor, on the other hand, will not be harmed by the adjournment because it has no business operations or employees that are impacted by the pendency of its bankruptcy case. For the reasons set forth below, the Combined Hearing and Objection Deadline should be adjourned to allow sufficient time for plan-related discovery to be completed.

BASIS FOR GRANTING THE REQUESTED RELIEF

1. Debtor and the Committee reached a 524(g) Settlement on March 7, 2025. *See* Dkt. No. 609. Nearly two months later, on April 29, 2025, Debtor and the Committee filed the proposed 524(g) Plan and Disclosure Statement thereto, along with a joint motion for appointment of Marla Rosoff Eskin as the Future Claimants’ Representative (“FCR”). *See* Dkt. Nos. 688-690. At the

same time, Debtor filed the Solicitation Procedures Motion, seeking a confirmation hearing on June 23, 2025 with an objection deadline of June 13, 2025. *See* Dkt. No. 691. Debtor argued that it was “critical” to proceed to confirmation in an expedited basis (i) so that it would not need to extend the Stay Period that expires on June 30, 2025 and (ii) to end the incurrence of professional fees. *Id.*, ¶¶ 17-21.

Debtor Promised to Engage in Plan-Related Discovery on an Expedited Basis to Support the Highly Expedited Plan Confirmation Schedule it Proposed.

2. On May 14, 2025 – two weeks after the 524(g) Plan was filed – the Chubb Insurers’ counsel met and conferred with Debtor’s counsel. Debtor encouraged the Chubb Insurers to send their plan-related document requests to Debtor as soon as they could, even if by “informal requests by email.” Debtor represented that it had an “army” of people “ready and waiting” to review and produce documents to the Chubb Insurers as quickly as possible. *See* Declaration of Leslie A. Davis in Support of the Chubb Insurers’ Motion to Adjourn Plan Confirmation Hearing and Related Deadlines (“Davis Decl.”), ¶ 3. On May 16, 2025, the Chubb Insurers served their Initial Requests for Production of Documents on Debtor. *See* Dkt. No. 744 (Notice of Service). Based on the then-proposed confirmation objection deadline of June 13, 2025, the Chubb Insurers requested that Debtor produce responsive documents by June 5, 2025 – *i.e.*, 8 days before the proposed objection deadline, and 20 days after the requests were served.

3. On May 19, 2025, the Chubb Insurers and Liberty Mutual jointly proposed a confirmation schedule to Debtor and the Committee that “balances Hopeman’s and the Committee’s desire to quickly proceed towards confirmation with the insurers’ due process rights regarding the plan.” *See* Davis Decl., ¶ 4, Ex. 1. The proposed schedule provided two months for fact discovery, one month for expert discovery, set a confirmation objection deadline for September 5, 2025, and set the confirmation hearing for September 29, 2025. *See id.*

4. On May 20, 2025, Debtor rejected the Chubb Insurers’ and Liberty Mutual’s proposal because it “requires much more time than is necessary in this case.” *Id.* Debtor advised that “[w]e submit and maintain that we can accomplish the relevant discovery and briefing in the timeline contemplated in our proposed solicitation procedures order.” *Id.*

5. On May 21, 2025, the Court heard the Solicitation Procedures Motion. During the hearing, counsel for the Chubb Insurers and Liberty Mutual each explained why Debtor’s proposed schedule would not afford them any meaningful opportunity to take discovery regarding the 524(g) Plan and prepare any response/objections to confirmation of the proposed plan. The Chubb Insurers explained the information they needed, but did not have, including data underlying the Liquidation Analysis set forth in the Disclosure Statement, the “restructuring transaction” contemplated by the Plan and Debtor’s proposed “going concern” investment, and information regarding the implications and effect of the proposed 524(g) plan on the Chubb Insurers’ policies and coverage-in-place agreement.

6. Debtor argued that it “will proceed with utmost speed to provide non-privileged responsive documents” in response to the Chubb Insurers’ confirmation-related discovery requests (Dkt. No. 759, p. 13 n. 6), and insisted during the hearing that there was more than sufficient time for the insurers to complete discovery and file confirmation objections by June 13 – only three weeks later.

7. Ultimately, after the Court noted that an objection deadline of June 13, 2025 would not comply with the 28-day notice requirement of Rule 2002, the Court set the Confirmation Hearing on July 1, 2025, and the Objection Deadline on June 23, 2025 – *i.e.*, just over four weeks from entry of the Solicitation Procedures Order. *See* Dkt. No. 782. Counsel for Debtor, the Chubb

Insurers, and Liberty Mutual met briefly after the May 21 hearing, agreeing to speak the next day (May 22, 2025) regarding moving forward with discovery.

8. Counsel for Liberty Mutual arranged a meet and confer with Debtor on May 22, 2025, and invited the Chubb Insurers to participate given the insurers' overlapping confirmation-related discovery on certain issues. Debtor excluded the Chubb Insurers from the call, advising that it would schedule a separate call with the Chubb Insurers the next day. Davis Decl., ¶ 5, Ex. 2.

9. The Chubb Insurers and Debtor met on May 23, 2025 to discuss the Chubb Insurers' document requests, which Debtor specifically acknowledged were tailored to confirmation-related issues.¹ *Id.*, ¶ 6. Debtor represented that it would make a "rolling production" of documents responsive to the Chubb Insurers' requests, which would be completed by June 5, 2025. *Id.* Debtor did not raise any objection to the June 5, 2025 deadline or suggest that it disagreed with that date for its production. *Id.*

I. DISCOVERY ISSUES PERTAINING TO DEBTOR

A. Debtor's Document Production

10. As of May 27, 2025, Debtor had not produced any documents in response to the Chubb Insurers' requests. The Chubb Insurers emailed Debtor to "follow[] up on the status of [] Hopeman's previously promised rolling production of documents." Davis Decl., ¶ 7, Ex. 3, p. 7. Debtor did not respond.

¹ During the May 23, 2025 meet and confer, the Chubb Insurers advised Debtor of concerns regarding post-confirmation claim handling issues, identified TDP provisions that were problematic with respect to the Chubb Insurers' obtaining documents from the Trust as part of their expected defense of claims, and advised Debtor what would be necessary to address the issue. The amended TDP filed on June 6, 2025 (Dkt. No. 853) does not even attempt to address the Chubb Insurers' concern.

11. As of May 29, 2025, Debtor still had not produced any documents. The Chubb Insurers again emailed Debtor to “follow[] up” as to the status of its promised rolling production. *Id.*, Ex. 3, p. 6. Debtor advised that it would “serve our responses and objections” to the Chubb Insurers’ document requests “tomorrow” (May 30, 2025). Debtor further advised that it had “collected the necessary emails and are full steam ahead with reviewing them and other documents for responsiveness and privilege,” and that it was “endeavoring to complete the production no later than the expedited June 5 deadline, if not sooner. . . .” *Id.*, Ex. 3, p. 5.

12. Debtor served its responses and objections to the Chubb Insurers’ document requests on May 30, 2025. Debtor objected to the Chubb Insurers’ requests because, among other things, “the Chubb Insurers demand[ed] an expedited response on or before June 5, 2025,” which is “less time than the thirty-days provided for a response under Civil Rule 34(b)(2)(A).” *Id.*, ¶ 8, Ex. 4, p. 2. Debtor objected in full to three requests pertaining to Debtor’s liquidation analysis “based on the Privilege and Work Product Objection.” *Id.*, Ex. 4, Responses to Request for Production Nos. 9-11.

13. As of June 2, 2025, the Chubb Insurers still had not received any documents from debtor. The Chubb Insurers requested a further update from Debtor, advising that:

- “First, when we spoke two weeks ago, it was represented that debtor was standing by ready to start to produce documents on a rolling basis, which it would upon receipt of our requests, which were sent 10 [*sic*] days ago” [the requests were sent 17 days earlier]; and
- “Second, we will likely need to discuss your written responses/objections – I am not sure they are consistent with our discussions and, among other things, there are overbroad claims of privilege.”

Id., ¶ 7, Ex. 3, p. 4-5.

14. On June 3, 2025, Debtor advised that “the responsive documents will start rolling to you as soon as the responsiveness and privilege review are completed, which we hope will be

by tomorrow.” *Id.*, p. 3. Notwithstanding its agreement weeks earlier to produce documents on a rolling basis by June 5, Debtor asserted that “we did not agree to” the June 5 production deadline or the Chubb Insurers’ “accelerated schedule.” *Id.* And despite its May 23, 2025 acknowledgement that the Chubb Insurers’ requests were appropriately tailored to confirmation issues, Debtor reversed course in attempt to explain its delayed production, asserting that “[t]he breadth of the requests caused us to have to review more documents than are reasonably necessary for the issues relevant to confirmation.” *Id.*

15. Debtor did not produce any documents on June 4, 2025.

16. On June 5, 2025, the Chubb Insurers advised that “[w]e do not see how Hopeman can withhold the requested information in Document Request Nos. 9, 10, and 11 given the ‘Other Asbestos Insurance’ representations and recovery assumptions in the liquidation analysis which are unsupported and unexplained in the liquidation analysis.” *Id.*, p. 2. Debtor advised that “[w]e [] stand by our objections to Request Nos. 9, 10 and 11. . . It is indisputable that these are documents that were prepared by the Debtor’s financial advisor in anticipation of litigation.” *Id.*, p. 1. Debtor thus did not produce any documents responsive to those requests.

17. On June 5, 2025 at 9:16 p.m., Debtor made its initial production of documents in response to the Chubb Insurers’ requests, producing 7,000 pages of documents. *Id.*, ¶ 9, Ex. 5. Debtor advised that “[w]e expect to supplement this production as early as tomorrow with additional documents that are being redacted for privilege.” *Id.*

18. On June 6, 2025 at 6:39 p.m., Debtor made its first supplemental production of documents that had been redacted for privilege. *Id.*

19. On June 10, 2025 at 7:42 p.m., Debtor made its second supplemental production and served its privilege log, containing 849 entries. *Id.*

20. The Chubb Insurers have two law firms that have been in the process of reviewing Debtor's productions that were completed one week ago, but that review remains ongoing. *Id.*, ¶ 10.

21. The Chubb Insurers and Debtor have not resolved their dispute regarding Debtor's response to the Chubb Insurers' Document Request Nos. 9-11. Debtor contends that *all* of its financial advisor's work regarding FTI's liquidation analysis is protected because it was prepared in anticipation of litigation. The Chubb Insurers believe Debtor is improperly withholding relevant information regarding Debtor's analysis of the liquidation analysis prepared by the Committee's financial advisor, FTI.

B. Debtor's Deficient Interrogatory Responses

22. On June 4, 2025, the Chubb Insurers served their First Set of Interrogatories on Debtor, requesting responses by June 16, 2025 given the highly expedited schedule and Debtor's representation to the Court that there was "more than sufficient" time to complete discovery in this case in time for a July 1, 2025 confirmation hearing.

23. On June 16, 2025 at 10:10 p.m., Debtor served its responses to the Chubb Insurers' interrogatories, noting its objection to responding in less time than the thirty days provided under Rule 33. While the Chubb Insurers are still reviewing Debtor's responses, it is clear that several of Debtor's responses are materially deficient.

24. The Chubb Insurers posed several questions to Debtor regarding the potential impact of the Plan on the Chubb Insurers' Policies and the Chubb Insurers' CIP Agreements, the rights under which Debtor proposes to assign to the 524(g) Trust. Debtor's responses to those requests are directly relevant to its assertion that the Plan is "neutral" as to the Chubb Insurers and preserves all of their rights. Rather than provide the "yes" or "no" answer called for by these

requests, Debtor refused to answer, stating that it “is not making any contention” regarding the issue and “taking no position” with respect to it. Davis Decl., ¶ 11, Ex. 6, Responses to Interrogatory Nos. 4, 5, 7. The Chubb Insurers plainly are entitled to Debtor’s view about the potential effect of Debtor’s Plan on the Chubb Insurers.

25. The Chubb Insurers also asked Debtor to identify the basis of the values listed in its Liquidation Analysis, including the basis for the “potential range of outcomes” for Other Asbestos Insurance assets that is set forth therein. Rather than provide the requested information, Debtor referred the Chubb Insurers to Note 6 of the Liquidation Analysis. *Id.*, Response to Interrogatory No. 12. That is not responsive, because Note 6 of the Liquidation Analysis includes several assertions and assumptions for which no support or explanation has been provided.

26. The Chubb Insurers will seek to meet and confer with Debtor regarding its responses after more fully analyzing them. Should that prove unsuccessful, the Chubb Insurers may be forced to seek relief from the Court.

II. THE COMMITTEE HAS NOT COMPLIED WITH ITS DISCOVERY OBLIGATIONS

27. On May 29, 2025, the Chubb Insurers served their First Set of Document Requests and First Set of Interrogatories on the Committee. The Committee served its combined responses to the Chubb Insurers’ requests on June 13, 2025. As with the Debtor’s interrogatory responses, several of the Committee’s interrogatory responses are non-responsive. The more serious issue is that, beyond improper objections to the Chubb Insurers’ Document Requests, *the Committee did not undertake to search for or produce a single document in response to the Chubb Insurers’ requests. See generally* Davis Decl., ¶ 12, Ex. 7, Responses to Request for Production Nos. 1-8. The Committee claims that it “has no other non-privileged documents to produce” beyond the plan

documents themselves, and/or that any documents responsive to the Chubb Insurers' requests to the Committee are included in *Debtor's* production.

28. Rule 34 requires a recipient of document requests to produce documents "in the responding party's possession, custody, or control." Fed. R. Civ. P. 34(a)(1). By the plain terms of the Rule, the Committee cannot satisfy its discovery obligations by "referring" the Chubb Insurers to *another* party's production; the Committee must search for and produce documents in its *own* possession, custody, or control. See *E.I. DuPont de Nemours & Co. v. Kolon Indus., Inc.*, 286 F.R.D. 288, 292 (E.D. Va. 2012 (Rule 34 "allows a party to request the production of documents and electronically stored information from an adversary if the sought items are in the adversary's 'possession, custody, or control.'")). This case should not proceed unless and until the Committee complies with this basic discovery obligation.

29. Beyond the fact that "refer[ring] the Chubb Insurers to any responsive documents or materials included in" Debtor's production cannot satisfy the Committee's obligations under Rule 34(a) (Davis Decl., ¶ 12, Ex. 7, Responses to Request for Production Nos. 2-5), the Committee's position that documents responsive to the Chubb Insurers are included in Debtor's production is demonstrably false. Debtor and the Committee each have identified Conor Tully from the Committee's financial consultant, FTI, as a witness who will be called at the Confirmation Hearing to testify regarding (a) the Reorganized Hopeman Projections (b) the Liquidation Analysis, and (c) the Restructuring Transaction. See *id.*, Ex. 6, Response to Interrogatory No. 1; Ex. 7, Response to Interrogatory No. 1. ***The Committee has not collected or produced any documents from FTI.*** The Chubb Insurers thus do not have any of FTI's work or documents underlying these analyses, though it plainly exists. See, e.g., Davis Decl., ¶ 13, Ex. 8 (FTI presentation stating that it "evaluated 5 passive real estate investment structures" "spoke to various

Real Estate professionals . . . and received a listing of numerous real estate investment sponsors,” “reviewed private placement memorandums,” and “evaluat[ed] each offering. . . from most-to-least favorable based on (i) key deal metrics and (ii) section 524(g) precedent.”).

30. The proposition that Debtor and the Committee will present testimony from FTI in support of these critical topics, but avoid producing documents from FTI, is fundamentally unfair. FTI obviously is well aware of the analyses it conducted, and that knowledge necessarily informs Mr. Tully’s testimony. Debtor and the Committee are aware of FTI’s work because they contemporaneously reviewed it and discussed it before it was finalized. *See, e.g., id.*, ¶ 14, Ex. 9 (Debtor commenting on FTI’s draft liquidation analysis). The Chubb Insurers cannot adequately depose Mr. Tully before receiving documents reflecting his (and his team’s) underlying work and analyses, and they certainly should not be forced to prepare Confirmation Objections and question Mr. Tully at the Confirmation Hearing with such a significant imbalance of information. “The Federal Discovery Rules, by design, are calculated to prevent ‘trial by ambush,’” *Egan v. United States*, 2018 WL 1305718, at *6 (D.S.C. Mar. 13, 2018) (citation and quotation omitted).

III. The Requested Adjournment Should be Granted

31. The foregoing issues regarding the Debtor’s and the Committee’s discovery responses and document productions, including the Committee’s wholesale failure to make a production, warrant adjournment of the Confirmation Hearing. No depositions have yet been scheduled in this matter, and the Chubb Insurers cannot schedule depositions of the Debtor, the Committee, and Mr. Tully until Debtor’s and the Committee’s document productions are complete and the Chubb Insurers have sufficient time to review them. The Chubb Insurers cannot submit its Confirmation Objections until these predicate activities have been completed. Given the outstanding discovery issues, there is no way they will be completed by the current Objection

Deadline of June 23, 2025, and it is highly unlikely that will be completed before the currently scheduled Confirmation Hearing.

32. Further, the Chubb Insurers have been unable to locate an expert to address the Plan's impacts on the Chubb Insurers' rights, a key issue for the Chubb Insurers, specifically because of the highly compressed timeframe between the Solicitation Procedures Order and the currently scheduled Confirmation Hearing. The universe of potential experts to address this issue is extremely limited. Within days of the Court's entry of the Solicitation Procedures Order, the Chubb Insurers contacted two potential experts, both of whom are well known in this area and have testified as experts in other mass tort-related cases. Both candidates declined. On May 23, 2025, the first candidate advised that "I'm afraid I cannot be of assistance given that schedule." Davis Decl., ¶ 15. On May 24, 2025, the second candidate explained that "I am interested in working on this matter, but unfortunately the timing will not work." *Id.*, ¶ 16. The Chubb Insurers should be permitted sufficient time to adequately prepare their case, including identifying an expert and presenting expert testimony.

33. The Chubb Insurers will be significantly prejudiced if the Confirmation Hearing and related Objection Deadline is not postponed. By contrast, any harm to Debtor and the estate is minimal. Debtor offered two reasons for expediting the Confirmation Hearing process, neither of which justifies hurtling toward a Confirmation Hearing on July 1, 2025 with an Objection Deadline of June 23, 2025 when confirmation-related discovery is far from complete.

34. First, Debtor asserted that confirmation needed to occur by June 30, 2025 so that it would not need to prepare and litigate an extension of the Stay Period. See Dkt. No. 691, ¶ 20. Since then, however, Debtor *has* moved to extend the Stay Period until September 29, 2025 (*see* Dkt. No. 839), so the asserted need to avoid doing so no longer exists.

35. Second, Debtor asserted that an expedited hearing was necessary to end the incurrence of administrative fees and expenses that Debtor “cannot afford to keep incurring.” Dkt. No. 691, ¶ 21. But Debtor and the Committee proposed a plan that they *knew* would be objectionable to the Chubb Insurers, Liberty Mutual, and others. *See* Dkt. No. 690, p. 13 (“Hopeman expects that the Chubb Insurers will oppose confirmation of the Plan.”) Debtor having chosen that path, the Chubb Insurers must be afforded an adequate opportunity to develop facts regarding its positions, brief its position, and present evidence to the Court. The Chubb Insurers’ due process rights should not give way to Debtor’s desire for a fast exit. *Cf. Protective Comm. for Indep. S’holders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 450, (1968) (“One can easily sympathize with the desire of a court to terminate bankruptcy reorganization proceedings, for they are frequently protracted. The need for expedition, however, is not a justification for abandoning proper standards.”).

CONCLUSION

For the reasons set forth above, the Objection Deadline should be adjourned so that discovery can be completed. The Chubb Insurers cannot be “fully heard” and have their “legitimate objections addressed” (*Truck Ins. Exch. v. Kaiser Gypsum Co.*, 602 U.S. at 282) without the information they seek that is unquestionably relevant to the Plan, and within a time frame that allows the Chubb Insurers the opportunity to prepare and present an expert regarding the ways that the Plan improperly harms the Chubb Insurers’ rights.

Dated: June 17, 2025

Respectfully submitted,

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*Counsel for Century Indemnity
Company and Westchester Fire
Insurance Company*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on June 17, 2025, a true and correct copy of the foregoing Motion to Adjourn Plan Confirmation Hearing and Related Deadlines was served upon all parties receiving electronic notice through the Court's ECF notification system.

/s/ Dabney J. Carr

Dabney J. Carr

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

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

**DECLARATION OF LESLIE A. DAVIS IN SUPPORT OF
CHUBB INSURERS' MOTION TO ADJOURN
PLAN CONFIRMATION HEARING AND RELATED DEADLINES**

I, Leslie A. Davis, declare as follows:

1. I am a partner at Troutman Pepper Locke LLP. I am a member of the District of Columbia and Maryland bars and admitted *pro hac vice* in this case. I am counsel for Century Indemnity Company and Westchester Fire Insurance Company (together, the "Chubb Insurers").

2. I submit this declaration in support of the Chubb Insurers' Motion to Adjourn Plan Confirmation Hearing and Related Deadlines. I make this declaration based on personal knowledge.

3. On May 14, 2025, I participated in a meet and confer with Debtor's counsel, Tyler Brown and Joseph Rovira of Hunton Andrews Kurth LLP. Debtor encouraged the Chubb Insurers to send their plan-related document requests to Debtor as soon as they could, even if by "informal requests by email." Debtor represented that it had an "army" of people "ready and waiting" to review and produce documents to the Chubb Insurers as quickly as possible.

4. Exhibit 1 hereto is a true and correct copy of an e-mail I sent on May 19, 2025 to counsel for Debtor and the Committee, setting forth a proposed schedule for confirmation-related activity and the hearing on confirmation of Debtor's proposed 524(g) Plan, and Debtor's response to the proposed schedule.

5. Exhibit 2 hereto is a true and correct copy of an e-mail dated May 22, 2025 from Mr. Brown to me, my co-counsel Ms. Santelle, and counsel for Liberty Mutual.

6. On May 23, 2025, I participated in a meet and confer with Mr. Brown and Mr. Rovira to discuss the Chubb Insurers' confirmation-related document requests to Hopeman. During the meet and confer, Debtor acknowledged that the Chubb Insurers' requests were tailored to confirmation related issues. Debtor represented that it would make a rolling production of documents responsive to the Chubb Insurers' requests, to be completed by June 5, 2025 as the Chubb Insurers had requested. Debtor did not object to providing its production by June 5, 2025.

7. Exhibit 3 hereto is a true and correct copy of an e-mail chain between counsel for the Chubb Insurers, including me, and Debtor's counsel, beginning on May 27, 2025.

8. Exhibit 4 hereto is a true and correct copy of Debtor's Responses and Objections to the Chubb Insurers' First Set of Requests for Documents.

9. Exhibit 5 hereto is a true and correct copy of an email chain from June 5, 2025 through June 10, 2025 from Debtor's counsel to counsel for the Chubb Insurers, providing Debtor's three document productions.

10. The Chubb Insurers' counsel from Troutman Pepper Locke LLP and White and Williams LLP are in the process of reviewing Debtor's document productions. That review is not yet complete.

11. Exhibit 6 hereto is a true and correct copy of Debtor's Responses and Objections to the Chubb Insurers' First Set of Interrogatories.

12. Exhibit 7 hereto is a true and correct copy of the Official Committee of Unsecured Creditors' Omnibus Objections and Responses to the Chubb Insurers' Interrogatories and Requests for Production.

13. Exhibit 8 hereto is a true and correct copy of FTI's "Presentation to Hopeman Brothers, Inc., Evaluation of Potential Ongoing Business Investments Under Section 524(g) of the Bankruptcy Code," produced by Hopeman in this bankruptcy case at HBI163060-HBI163067.

14. Exhibit 9 hereto is a true and correct copy of a document regarding FTI's liquidation analysis that was produced by Hopeman in this bankruptcy case at HBI163589-HBI163590.

15. On May 23, 2025, I emailed a candidate to regarding interest and availability to serve as an expert addressing the Plan's impacts and effects on the Chubb Insurers' rights. I explained that objections to confirmation of the Plan were due on June 23, 2025, and that the Confirmation Hearing was scheduled for July 1, 2025. That same day, the candidate declined to serve as an expert, advising that "I'm afraid I cannot be of assistance given that schedule."

16. On May 24, 2025, Ms. Santelle emailed a second expert candidate, copying me. That same day, the second candidate also declined to serve as an expert, explaining that “I am interested in working on this matter, but unfortunately the timing will not work.”

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 17, 2025, in Charlotte, NC.



Leslie A. Davis

EXHIBIT 1 TO DECLARATION OF LESLIE A. DAVIS

Davis, Leslie A.

From: Long, Toby <hlong@hunton.com>
Sent: Tuesday, May 20, 2025 5:26 PM
To: Davis, Leslie A.; Brown, Tyler; Rovira, Joseph; Rankin, Catherine; Kevin Maclay; Todd Phillips; Nathaniel Miller
Cc: santellep@whiteandwilliams.com; Carolan, Michael T.; Doug Gooding; Marshall, Jonathan D.
Subject: RE: Hopeman - Confirmation Schedule

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

Many thanks for this email, Leslie, and your work in putting together the below schedule. We have considered your proposal but believe it requires much more time than is necessary in this case. We submit and maintain that we can accomplish the relevant discovery and briefing in the timeline contemplated in our proposed solicitation procedures order.

Look forward to seeing you tomorrow.

Best,

Toby



Henry P. (Toby) Long, III

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From: Davis, Leslie A. <Leslie.Davis@troutman.com>
Sent: Monday, May 19, 2025 3:06 PM
To: Brown, Tyler <tpbrown@hunton.com>; Rovira, Joseph <JosephRovira@hunton.com>; Long, Toby <hlong@hunton.com>; Rankin, Catherine <CRankin@hunton.com>; Kevin Maclay <kmaclay@capdale.com>; Todd Phillips <tphillips@capdale.com>; Nathaniel Miller <nmliller@capdale.com>
Cc: santellep@whiteandwilliams.com; Carolan, Michael T. <Michael.Carolan@troutman.com>; Doug Gooding

<dgooding@choate.com>; Marshall, Jonathan D. <jmarshall@choate.com>

Subject: Hopeman - Confirmation Schedule**This Message Is From An External Sender**

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Counsel –

As you know, the Chubb Insurers and Liberty Mutual both objected to the “Solicitation Procedures” Motion, Dkt. No. 691, on the grounds (among others) that it does not allow a reasonable time for plan-related discovery before the proposed confirmation hearing. We jointly request that the plan proponents consider the below schedule, which balances Hopeman’s and the Committee’s desire to quickly proceed towards confirmation with the insurers’ due process rights regarding the plan. Please advise ASAP if Hopeman and the Committee will agree to this proposed schedule. Thank you.

Event	Date
Conditional Approval of Disclosure Statement/Solicitations Motion	May 23, 2025
Fact Discovery Deadline	July 22, 2025 (or a minimum of two months following conditional approval of the DS/solicitations motion)
Expert Discovery Deadline	August 22, 2025 (or a minimum of one month following the fact discovery deadline)
Confirmation Objection Deadline	September 5, 2025 (or a minimum of two weeks following the expert discovery deadline)
Confirmation Brief, Proposed Confirmation Order and Confirmation Objection Reply Filing Deadline	September 19, 2025
Proposed Confirmation Hearing	September 29, 2025

Leslie A. Davis**Partner**

Direct: 202.274.2958 | Mobile: 443.223.6116

leslie.davis@troutman.com**troutman pepper locke**

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Washington, DC 20004

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EXHIBIT 2 to DECLARATION OF LESLIE A. DAVIS

Davis, Leslie A.

From: Brown, Tyler <tpbrown@hunton.com>
Sent: Thursday, May 22, 2025 1:20 PM
To: Marshall, Jonathan D.; Santelle, Patricia; Long, Toby; Davis, Leslie A.; Gooding, Doug; Finnerty, Kevin J.
Cc: Carolan, Michael T.
Subject: RE: Hopeman - Confirmation Schedule [WWLLP-PHLDMS1.FID393692]

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The Debtor is planning to have a call with Liberty's counsel today. We do not agree to a joint call this afternoon with Liberty and Chubb and don't have the time for it today. Joseph and I will have time for a separate call with Chubb tomorrow morning if Leslie and Patty want to separately provide us with their availability.

From: Marshall, Jonathan D. <jmarshall@choate.com>
Sent: Thursday, May 22, 2025 12:24 PM
To: Santelle, Patricia <Santellep@whiteandwilliams.com>; Long, Toby <hlong@hunton.com>; Davis, Leslie A. <Leslie.Davis@troutman.com>; Brown, Tyler <tpbrown@hunton.com>; Gooding, Doug <dgooding@choate.com>; Finnerty, Kevin J. <kfinnerty@choate.com>
Cc: Carolan, Michael T. <Michael.Carolan@troutman.com>
Subject: RE: Hopeman - Confirmation Schedule [WWLLP-PHLDMS1.FID393692]

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Hello, all:

Kevin Finnerty of our office (copied) was separately speaking with Tyler and Toby about scheduling a call for this afternoon to discuss Liberty's discovery requests. To be efficient, we propose combining a call among Hopeman, Chubb, and Liberty.

Please let us know if 2:30 pm ET does not work for someone. Otherwise, we will circulate an invite. Thanks.

Jonathan

Jonathan D. Marshall
Choate, Hall & Stewart LLP
Two International Place
Boston, MA 02110
t 617-248-4799
f 617-502-4799

From: Santelle, Patricia <Santellep@whiteandwilliams.com>
Sent: Thursday, May 22, 2025 9:56 AM
To: Long, Toby <hlong@hunton.com>; Davis, Leslie A. <Leslie.Davis@troutman.com>; Brown, Tyler <tpbrown@hunton.com>; Gooding, Doug <dgooding@choate.com>; Marshall, Jonathan D. <jmarshall@choate.com>
Cc: Carolan, Michael T. <Michael.Carolan@troutman.com>
Subject: RE: Hopeman - Confirmation Schedule [WWLLP-PHLDMS1.FID393692]
Importance: High

Good morning. We left it yesterday that we would talk today. As of now, my window of availability is 12-4 p.m. ET. I could also be available after 5 p.m. ET if that works for folks. Thanks!

Patti



Patricia B. Santelle, Chair Emeritus

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

Direct 215.864.6205 | Fax 215.789.7505

santellep@whiteandwilliams.com | whiteandwilliams.com

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From: Long, Toby <hlong@hunton.com>
Sent: Tuesday, May 20, 2025 5:26 PM
To: Davis, Leslie A. <Leslie.Davis@troutman.com>; Brown, Tyler <tpbrown@hunton.com>; Rovira, Joseph <JosephRovira@hunton.com>; Rankin, Catherine <CRankin@hunton.com>; Kevin Maclay <kmaclay@capdale.com>; Todd Phillips <tphillips@capdale.com>; Nathaniel Miller <nmiller@capdale.com>
Cc: Santelle, Patricia <Santellep@whiteandwilliams.com>; Carolan, Michael T. <Michael.Carolan@troutman.com>; Doug Gooding <dgooding@choate.com>; Marshall, Jonathan D. <jmarshall@choate.com>
Subject: RE: Hopeman - Confirmation Schedule

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Many thanks for this email, Leslie, and your work in putting together the below schedule. We have considered your proposal but believe it requires much more time than is necessary in this case. We submit and maintain that we can accomplish the relevant discovery and briefing in the timeline contemplated in our proposed solicitation procedures order.

Look forward to seeing you tomorrow.

Best,

Toby

Henry P. (Toby) Long, III

hlong@HuntonAK.com

p 804.787.8036

[bio](#) | [vCard](#)

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

HuntonAK.com

From: Davis, Leslie A. <Leslie.Davis@troutman.com>

Sent: Monday, May 19, 2025 3:06 PM

To: Brown, Tyler <tpbrown@hunton.com>; Rovira, Joseph <JosephRovira@hunton.com>; Long, Toby <hlong@hunton.com>; Rankin, Catherine <CRankin@hunton.com>; Kevin Maclay <kmaclay@capdale.com>; Todd Phillips <tphillips@capdale.com>; Nathaniel Miller <nmiller@capdale.com>

Cc: santellep@whiteandwilliams.com; Carolan, Michael T. <Michael.Carolan@troutman.com>; Doug Gooding <dgooding@choate.com>; Marshall, Jonathan D. <jmarshall@choate.com>

Subject: Hopeman - Confirmation Schedule

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Counsel –

As you know, the Chubb Insurers and Liberty Mutual both objected to the “Solicitation Procedures” Motion, Dkt. No. 691, on the grounds (among others) that it does not allow a reasonable time for plan-related discovery before the proposed confirmation hearing. We jointly request that the plan proponents consider the below schedule, which balances Hopeman’s and the Committee’s desire to quickly proceed towards confirmation with the insurers’ due process rights regarding the plan. Please advise ASAP if Hopeman and the Committee will agree to this proposed schedule. Thank you.

Event	Date
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Expert Discovery Deadline	August 22, 2025 (or a minimum of one month following the fact discovery deadline)

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Confirmation Brief, Proposed Confirmation Order and Confirmation Objection Reply Filing Deadline	September 19, 2025
Proposed Confirmation Hearing	September 29, 2025

Leslie A. Davis

Partner

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Davis, Leslie A.

From: Long, Toby <hlong@hunton.com>
Sent: Friday, June 6, 2025 4:08 PM
To: Davis, Leslie A.; Santelle, Patricia; Brown, Tyler; Rovira, Joseph
Cc: Carolan, Michael T.
Subject: RE: Hopeman Call on Chubb Discovery Requests [WWLLP-PHLDMS1.FID393692]

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Leslie,

We also disagree with your positions and characterizations. Namely, as Judge Phillips noted at the last hearing, the Chubb Insurers have had plenty of time to serve the discovery and it is inexplicable that they waited until May 16 to finally do so. Nevertheless, we had a team of lawyers working around the clock and produced over 7,000 pages of documents by the expedited June 5 deadline. As indicated to Patti in an earlier email, we currently are working to redact additional documents for privilege and expect to supplement the production as early as today.

We also stand by our objections to Request Nos. 9, 10 and 11. Documents responsive to these Requests plainly are work-product. It is indisputable that these are documents that were prepared by the Debtor's financial advisor in anticipation of litigation.

Lastly, we currently have a motion to quash pending against the subpoena on SCS and stand by that motion as well. The requests for the documents from SCS are improper and onerous. There should be nothing in the proposed plan or trust documents that would prevent the Chubb Insurers from exercising any rights they have to access any such documents if and when needed to defend any claims (there presently is no such need). To the extent you disagree, please propose language that will address your concerns. We have plenty of time to resolve such concerns in advance of the confirmation hearing, and that would be a better use of everyone's time and resources than dealing with burdensome discovery that has nothing to do with issues relevant to whether the plan is confirmable.

Best,

Toby



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

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Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, VA 23219

HuntonAK.com

From: Davis, Leslie A. <Leslie.Davis@troutman.com>

Sent: Thursday, June 5, 2025 7:15 AM

To: Long, Toby <hlong@hunton.com>; Santelle, Patricia <Santellep@whiteandwilliams.com>; Brown, Tyler <tpbrown@hunton.com>; Rovira, Joseph <JosephRovira@hunton.com>

Cc: Carolan, Michael T. <Michael.Carolan@troutman.com>

Subject: RE: Hopeman Call on Chubb Discovery Requests [WWLLP-PHLDMS1.FID393692]

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Toby,

Thank you for your e-mail. We disagree with your positions and characterizations.

To make things clear:

Patti and I had a lengthy conversation with Tyler and Joseph on May 14, 2025 wherein we (Chubb Insurers) were encouraged to send our discovery requests ASAP, even if by “informal requests by email,” and we were told that Hopeman had an “army” of folks “ready and waiting” to review and produce responsive documents as quickly as possible. In the spirit of expediting things as Hopeman insisted, just two days later, we served our formal requests on May 16. At the time we served our document requests, the deadline for objecting to plan confirmation was proposed to be June 13, 2025. Thus, based on the representations we received on the May 14 call, we set the response/production deadline for June 5, 2025 – *i.e.*, **eight days** before the proposed plan objection deadline and **twenty days** after we served the requests. That is beyond reasonable given the timing and scheduling that Hopeman and the Committee requested. Subsequently, on May 23, 2025, Tyler and Joseph represented to us that Hopeman would be making a rolling production and would have the production completed by June 5. **We have yet to receive a single document.**

Your now-repeated suggestion that Hopeman was entitled to 30 days to respond/make its production such that the Chubb Insurers’ request for a response by June 5 somehow is unreasonable or technically inconsistent with the rules, is not consistent with prior representations to us. Nor is it consistent with Hopeman’s representations to the Court when it argued on May 21 – several days **after** we served our document requests – that there was more than sufficient time to complete discovery that the Chubb Insurers (and others) requested and hold a confirmation hearing a mere 32 days later, with objections that would have been due on June 13.

We are also surprised by your e-mail’s suggestion regarding the purported “breadth” of the Chubb Insurers’ requests. Each request is tailored toward obtaining information necessary for understanding and analyzing Hopeman’s plan, including the most basic information as to the restructuring transaction and purported “ongoing business” that Reorganized Hopeman proposes to engage in, and potential impacts on “Non-Settling Insurers” rights. Tyler recognized as much during our May 23, 2025 call to discuss the Chubb Insurers’ document requests, specifically acknowledging that our requests were “narrowly tailored” to confirmation-related issues.

We do not see how Hopeman can withhold the requested information in Document Request Nos. 9, 10, and 11 given the “Other Asbestos Insurance” representations and recovery assumptions in the liquidation analysis which are unsupported and unexplained in the liquidation analysis.

Finally, it is insufficient and inaccurate to say that the Chubb Insurers' requests for documents from SCS regarding open claims "are not relevant" to confirmation issues. Hopeman has made repeated representations to the Court that the Plan is "insurance neutral" and does not affect the Non-Settling Insurers' rights. Since the Chubb Insurers are considered Non-Settling Insurers under the Plan, who will be expected to defend claims in the tort system if the Plan is confirmed, we plainly need and are entitled to documents regarding outstanding claims so that we can adequately defend claims that will be tendered to us by the Trust. The answer cannot be to figure it out after the Plan is confirmed, given that this issue directly pertains to whether the Plan is "insurance neutral." We advised Hopeman on May 23 as to our concerns regarding this issue and the specific TDP provisions that are problematic and explained what would be necessary to address the issue. We have seen nothing further as to a proposed fix. It also is not accurate that SCS previously provided all of the relevant documents regarding outstanding claims to Chubb, since answering Chubb's information requests regarding certain claims plainly is not the same as providing all of the documents that SCS possesses with respect to all claims that the Chubb Insurers may be asked to defend if the Plan is confirmed.

Leslie A. Davis

Partner

troutman pepper locke

Direct: 202.274.2958 | Mobile: 443.223.6116

leslie.davis@troutman.com

From: Long, Toby <hlong@hunton.com>

Sent: Tuesday, June 3, 2025 4:12 PM

To: Santelle, Patricia <Santellep@whiteandwilliams.com>; Brown, Tyler <tpbrown@hunton.com>; Rovira, Joseph <JosephRovira@hunton.com>

Cc: Davis, Leslie A. <Leslie.Davis@troutman.com>; Carolan, Michael T. <Michael.Carolan@troutman.com>

Subject: RE: Hopeman Call on Chubb Discovery Requests [WWLLP-PHLDMS1.FID393692]

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Patti:

First, the responsive documents will start rolling to you as soon as the responsiveness and privilege review are completed, which we hope will be by tomorrow. You selected and inserted the June 5 response deadline into your discovery requests without court approval to shorten the period from the 30 days permitted. We have had multiple lawyers working weekends and nights to complete the review on your accelerated schedule even though we did not agree to it. The breadth of the requests caused us to have to review more documents than are reasonably necessary for the issues relevant to confirmation.

Second, we are happy to discuss the written responses and objections, but we believe they are perfectly consistent with our discussions with you and Leslie. To be clear, we specifically said that we would need to review the documents to determine whether any are protected and reserved our right to assert privilege and work product. Request Nos. 9, 10 and 11 are the only Requests for which we do not intend to produce documents based on attorney-client and work-product privileges. The descriptions cited in the Requests from Stout's fee application alone support that the documents responsive to these requests likely would be protected work product, so the appropriately asserted objections (after we reviewed the documents) should not come as a surprise.

Third, with respect to the open claims, as previously advised, SCS used the database to address them. Despite the fact that our position remains that Chubb does not currently need files on all the open claims, we have had multiple conversations with SCS about what information might be available and how best it could be duplicated for Chubb. We

have learned that many of the more significant open claims should have been the subject of information previously provided to Brandywine by SCS. We are still reviewing the situation with SCS and will get back to you as soon as we can on that issue. The SCS documents, however, are not relevant to the confirmation hearing and addressing them now is costing the Debtor to incur unnecessary costs. As discussed before, if your client has concerns about access to Hopeman documents from the Trust after the plan becomes effective, please propose language that will address such concerns. This seems like an easy fix that should not require “unnecessary motions practice.”

Fourth, we sent you the database months ago. If you needed codes earlier to interpret the database, we gladly would have located and produced those codes if you had asked for them. Nevertheless, attached hereto are the database codes that were just provided to us in response to your recent request.

Best,

Toby



Henry P. (Toby) Long, III

hlong@HuntonAK.com

p 804.787.8036

[bio](#) | [vCard](#)

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

HuntonAK.com

From: Santelle, Patricia <Santellep@whiteandwilliams.com>

Sent: Monday, June 2, 2025 4:02 PM

To: Long, Toby <hlong@hunton.com>; Brown, Tyler <tpbrown@hunton.com>; Rovira, Joseph <JosephRovira@hunton.com>

Cc: Leslie.Davis@troutman.com; Carolan, Michael T. <michael.carolan@troutman.com>

Subject: RE: Hopeman Call on Chubb Discovery Requests [WWLLP-PHLDMS1.FID393692]

Importance: High

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Toby, thanks for your email below. I'm following up to see if you can provide a further update.

First, when we spoke two weeks ago, it was represented that debtor was standing by ready to start to produce documents on a rolling basis, which it would upon receipt of our requests, which were sent 10 days ago.

Second, we will likely need to discuss your written responses/objections – I am not sure they are consistent with our discussions and, among other things, there are overbroad claims of privilege.

Third, we are awaiting the information regarding the SCS documents in order to try to avoid unnecessary motion practice/focus on preparation for the confirmation hearing.

Fourth, while we still will need the actual claims materials (not just the database), in order to better understand the fields that are encoded in the database, please send the translation tables for the encoded fields of *State Code*, *Law Firm Code*, *Modifier*, *Diagnosis*, *Plaintiff Counsel*, and *Plaintiff Counsel Additional*.

Thank you for your anticipated prompt response.

Patti



Patricia B. Santelle, Chair Emeritus

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

Direct 215.864.6205 | Fax 215.789.7505

santellep@whiteandwilliams.com | whiteandwilliams.com

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From: Long, Toby <hlong@hunton.com>

Sent: Thursday, May 29, 2025 5:24 PM

To: Santelle, Patricia <Santellep@whiteandwilliams.com>; Brown, Tyler <tpbrown@hunton.com>; Rovira, Joseph <JosephRovira@hunton.com>

Cc: Leslie.Davis@troutman.com; Carolan, Michael T. <michael.carolan@troutman.com>

Subject: RE: Hopeman Call on Chubb Discovery Requests [WWLLP-PHLDMS1.FID393692]

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Good afternoon, Patti. In response to the below, we can confirm that we are working hard to address both issues.

For the discovery you issued in connection with confirmation, we will serve our responses and objections tomorrow in accordance with the local rules. There should be no surprises in the responses and objections, as they are consistent with what was discussed last week. In connection with the actual production, we have collected the necessary emails and are full steam ahead with reviewing them and other documents for responsiveness and privilege. As you likely know, document review is a painstaking task. That said, we are endeavoring to complete the production no later than the expedited June 5 deadline, if not sooner, and will let you know immediately if any issues arise.

With respect to SCS, we have had several calls with their team this week to discuss what, if anything, we can reasonably produce regarding information on claims pending at the time of the bankruptcy. Note that the database we previously

provided to Chubb is the primary source SCS uses for information on pending claims. We are still awaiting additional information from SCS about what other documents we might be able to provide before we can fully address the same for you. We will update you as soon as possible.

Finally, as we requested during our call, if you have language to suggest for the plan that will ease your concerns about access to Hopeman-related documents after the Trust becomes effective, please send that on to us.

Thanks.

Best,

Toby



Henry P. (Toby) Long, III

hlong@HuntonAK.com

p 804.787.8036

[bio](#) | [vCard](#)

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

HuntonAK.com

From: Santelle, Patricia <Santellep@whiteandwilliams.com>

Sent: Thursday, May 29, 2025 11:55 AM

To: Brown, Tyler <tpbrown@hunton.com>; Rovira, Joseph <JosephRovira@hunton.com>; Long, Toby <hlong@hunton.com>

Cc: Leslie.Davis@troutman.com; Carolan, Michael T. <michael.carolan@troutman.com>

Subject: RE: Hopeman Call on Chubb Discovery Requests [WWLLP-PHLDMS1.FID393692]

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Following up on below. Thanks for your anticipated response.

Patti



Patricia B. Santelle, Chair Emeritus

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

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From: Santelle, Patricia

Sent: Tuesday, May 27, 2025 11:25 PM

To: Brown, Tyler <tpbrown@hunton.com>; Rovira, Joseph <JosephRovira@hunton.com>; Long, Toby <hlong@hunton.com>

Cc: Leslie.Davis@troutman.com; Carolan, Michael T. <michael.carolan@troutman.com>

Subject: RE: Hopeman Call on Chubb Discovery Requests [WWLLP-PHLDMS1.FID393692]

Tyler, Joseph and Toby, I'm following up on the status of:

- (1) Hopeman's previously promised rolling production of documents; and
- (2) Information regarding whether SCS's documents retaining to the claims pending at the time of bankruptcy can be readily ascertained.

Thanks.

Patti



Patricia B. Santelle, Chair Emeritus

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

Direct 215.864.6205 | Fax 215.789.7505

santellep@whiteandwilliams.com | whiteandwilliams.com

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-----Original Appointment-----

From: Brown, Tyler <tpbrown@hunton.com>

Sent: Friday, May 23, 2025 8:55 AM

To: Leslie.Davis@troutman.com; Santelle, Patricia; Rovira, Joseph; Long, Toby

Cc: Carolan, Michael T.

Subject: Hopeman Call on Chubb Discovery Requests

When: Friday, May 23, 2025 1:00 PM-1:30 PM (UTC-05:00) Eastern Time (US & Canada).

Where: <https://Hunton.zoom.us/j/98781859811?pwd=Vi5XZNoixaOzzrtFHVvqFqeR2jULRL1&from=addon>

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mobile: [+1 987 818 5981](tel:+198781859811)

Meeting URL: <https://Hunton.zoom.us/j/98781859811?pwd=Vi5XZNoixa0zzrtFHVvqFqeR2jULRL.1&from=addon>
Meeting ID: 987 8185 9811
Passcode: 401859

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888 475 4499 US Toll-free
877 853 5257 US Toll-free

Meeting ID: 987 8185 9811
ID:

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EXHIBIT 4 to DECLARATION OF LESLIE A. DAVIS

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Counsel for Debtor and Debtor in Possession

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

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

**RESPONSES AND OBJECTIONS OF THE DEBTOR TO
CHUBB INSURERS' FIRST REQUESTS TO HOPEMAN
BROTHERS, INC. FOR PRODUCTION OF DOCUMENTS**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure (“Civil Rules”), made applicable by Rules 7026, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”), and Rule 7026-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of Virginia (“Local Rules”), Hopeman Brothers, Inc. (the “Debtor”), by its undersigned counsel, hereby submits the following objections and responses (the “Objection and Responses”) to *Century Indemnity Company’s and Westchester Fire Insurance Company’s First Requests to Hopeman Brothers, Inc. for Production of Documents*. (the “Requests” or “Discovery Requests”; and each individually, a “Request”) served by Century Indemnity Company and Westchester First Insurance Company (together, the “Chubb Insurers”) on the Debtor, on May 16, 2025.

I. GENERAL OBJECTIONS

The following general objections (the “General Objections”) apply to each Discovery Request and are incorporated by reference into each response made herein, in addition to any specific responses and objections included herein. The assertion of the same, similar, or additional objections or the provision of partial answers in the specific responses and objections does not waive any of the General Objections.

1. The Debtor objects to the Discovery Requests to the extent that they seek materials that are not relevant to any party’s claim or defense and are not proportional to the needs of the case under the Civil Rules, the Federal Rules of Evidence (the “Evidence Rules”), the Bankruptcy Rules, or the Local Rules or otherwise purport to impose any obligation on the Debtor beyond that required or permitted by the Civil Rules, the Evidence Rules, the Bankruptcy Rules, the Local Rules, or other rules or practices applicable to cases in this Court.

2. The Debtor objects to the Discovery Requests, including the definitions and instructions therein, to the extent that they seek information and documents that are irrelevant and outside the scope of matters related to confirmation of the proposed *Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 766] (the “524(g) Plan”) and approval of the adequacy of the *Disclosure Statement with Respect to the Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 767] (the “Disclosure Statement”).

3. The Debtor objects to the Discovery Requests because the Chubb Insurers demand an expedited response on or before June 5, 2025 (the “June 5 Deadline”), which is twenty days after service of the Discovery Requests on the Debtor and, thus, less time than the thirty-days provided for a response under Civil Rule 34(b)(2)(A).

4. The Debtor objects to the Discovery Requests including the definitions and instructions therein, to the extent that they are overly broad, unduly burdensome, unreasonably duplicative, or cumulative. Without limiting the generality of the foregoing, the Debtor further objects to the Discovery Requests to the extent that they purport to require the Debtor to produce “all documents and communications” on the ground that such Discovery Requests are vague, overbroad, and unduly burdensome.

5. The Debtor objects to the Discovery Requests to the extent that they are vague, ambiguous, or require the Debtor to speculate as to the information and documents the Chubb Insurers seek.

6. The Debtor objects to the Discovery Requests to the extent that they purport to require the Debtor to collect, review, or produce documents that are outside of the possession, custody, or control of the Debtor. The Debtor will respond to the Discovery Requests only with respect to documents within its possession, custody, or control.

7. The Debtor objects to the Discovery Requests to the extent that they purport to require the Debtor to collect, review, or produce documents that already are in the Chubb Insurers’ possession, custody, or control, or that are publicly available, or that are otherwise obtainable from some other source more convenient, less burdensome, or less expensive.

8. The Debtor objects to the Discovery Requests to the extent that they seek information and documents protected by the attorney-client privilege, the work product doctrine, the common interest privilege, and/or any other applicable privilege or protection.

9. The Debtor objects to the Discovery Requests to the extent they seek to require disclosure of confidential information or information and documents that are subject to non-disclosure agreements or confidential undertakings.

10. The Debtor objects to the Discovery Requests to the extent that they imply the existence of facts or circumstances that do not or did not exist and to the extent that they state or assume legal conclusions. Nothing contained in any response herein, nor the production of any information, shall be deemed to be an admission, concession, or waiver by the Debtor as to any question of fact or law.

11. The Debtor objects to the Discovery Requests to the extent that they purport to require the Debtor to engage in activities entailing an excessive expenditure of time and/or money to respond.

12. The Debtor objects to the Discovery Requests to the extent that they purport to seek information and/or documents not readily ascertainable through Debtor's books and records (including electronic records) as unduly burdensome, expensive, and harassing.

II. SPECIFIC RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: Documents and Communications relating to the negotiation, drafting, and finalization of (a) the Plan Term Sheets and (b) the 524(g) Plan and related documents cited or attached therein.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor is in the process of locating documents and communications in the Debtor's care, custody and control that are potentially responsive to this Request during the period of November 29, 2024 (date of execution of the *Settlement Term Sheet* annexed as Exhibit B to the *Agreed Order Continuing Hearing and Deadlines Solely as to Chubb Insurers Settlement Motion* [Docket No. 417]) to April 29, 2025 (original date of filing the 524(g) Plan, at Docket No. 689), and will endeavor to produce such non-privileged documents and communications to the extent they are located by the June 5 Deadline.

The Debtor otherwise objects to this Request as overbroad and unduly burdensome in that it seeks all "Documents and Communications" without time limit and is not proportional to confirmation of the Plan and approval of the adequacy of the Disclosure Statement (the "Documents and Communications Objection"). The Debtor further objects to this Request to the extent it seeks documents or communications covered by the attorney-client privilege, work product protection, or any other applicable privilege or protection (the "Privilege and Work Product Objection").

REQUEST FOR PRODUCTION NO. 2: Documents and Communications relating to the "Information requests" made by Debtor to the Committee regarding a potential 524(g) Plan (*see* Dkt No. 639, Ex. D), and all responses thereto.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor submits that, to the extent any non-privileged documents and communications exist in the Debtor’s care, custody and control that are potentially responsive to this Request, they will be produced in response to Request No. 1. The Debtor otherwise objects to this Request because the Debtor cannot locate a reference to “information requests” in Docket No. 639, Exhibit D, and also objects based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 3: Documents and Communications relating to the “Restructuring Transactions” referenced in the Plan, including but not limited to the identification of, analysis regarding, and selection of the “low-cost, income-generating business or interest in such business . . . described in Exhibit F” to the Plan.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor will produce the Presentation to Hopeman Brothers, Inc., dated February 10, 2025, of the Evaluation of Potential Ongoing Business Investments Under Section 524(g) of the Bankruptcy Code prepared by FTI Consulting. The Debtor also submits that, to the extent any other non-privileged documents and communications exist in the Debtor’s care, custody and control that are potentially responsive to this Request, they will be produced in response to Request No. 1. Additionally, if the Debtor intends to introduce any Documents and Communications at any hearing on confirmation of the 524(g) Plan and approval of the adequacy of the Disclosure Statement relating to the “Restructuring Transactions,” the Debtor will provide copies of any such Documents and/or Communications to the Chubb Insurers in advance of such hearing in accordance with the Local Rules.

The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 4: Documents and Communications relating to the development of the “Reorganized Hopeman Projections” attached as Exhibit C to the Disclosure Statement.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor submits that, to the extent any non-privileged documents and communications exist in the Debtor’s care, custody and control that are potentially responsive to this Request, they will be produced in response to Request No. 1. The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 5: Documents and Communications relating to the determination of the General Unsecured Recovery Pool.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor will produce the report of all filed and scheduled claims in this chapter 11 case and refers the Chubb Insurers to the claims registry available on the following case website maintained by the Debtor’s claims and noticing agent: <https://www.veritaglobal.net/hopeman/register>. The Debtor also submits that, to the extent any other non-privileged documents and communications exist in the Debtor’s care, custody and control that are potentially responsive to this Request, they will be produced in response to Request No. 1. The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 6: Documents and Communications relating to the development of, assumptions regarding and analysis underlying the Liquidation Analysis attached as Exhibit B to the Disclosure Statement, including all Notes thereto.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor submits that, to the extent any non-privileged documents and communications exist in the Debtor's care, custody and control that are potentially responsive to this Request, they will be produced in response to Request No. 1. The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 7: Documents and Communications relating to the selection of Marla Eskin as the Future Claimants Representative.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor submits that, to the extent any non-privileged documents and communications exist in the Debtor's care, custody and control that are potentially responsive to this Request, they will be produced in response to Request No. 1. The Debtor otherwise objects to this Request because it is irrelevant to confirmation of the Plan and approval of the adequacy of the Disclosure Statement, and also objects based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 8: Documents and Communications exchanged with the Committee from and after the execution of the initial Plan Term Sheet in November 2024 regarding the Chubb Insurers' Settlement Agreement and the potential or actual treatment of the

Chubb Insurers' Settlement Agreement, Chubb Insurers' pre-petition CIP agreements, and the Chubb Insurers' policies under the Plan.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor submits that, to the extent any non-privileged documents and communications exist in the Debtor's care, custody and control that are potentially responsive to this Request, they will be produced in response to Request No. 1. The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 9: The "claim projection model" referenced in Seventh Monthly Fee Statement of Stout Risius Ross, LLC as Financial Advisor to the Debtor for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred for the Period from February 1, 2025 Through and Including February 28, 2025, Dkt. No. 642, Ex. A (the "Stout Seventh Monthly Fee Application"), and any subsequent projections or analysis related thereto.

RESPONSE: The Debtor objects to this Request based on the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 10: The "analysis regarding all-sums allocation for liquidation analysis" referenced in Stout's Seventh Monthly Fee Application, and any subsequent analysis related thereto.

RESPONSE: The Debtor objects to this Request based on the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 11: The comparison of “TTC [sic], Insurer, estimates and compare to TCC liquidation, including reconciling differences” referenced in Stout’s Seventh Monthly Fee Application, and any subsequent analysis related thereto.

RESPONSE: The Debtor objects to this Request based on the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 12: Documents and Communications related to Debtor’s assertion that “[t]his case fits precisely within the provisions and relief afforded by § 524(g)” (Dkt. No. 722, ¶ 3).

RESPONSE: The Debtor refers the Chubb Insurers to the transcript of the hearing held on March 10, 2025, at page 16:8-14. in which the Court made a comment similar to the quote above. The Debtor otherwise objects to this Request because it concerns a question of law and calls for a legal conclusion, and also objects based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein. If the Debtor intends to introduce any Documents and Communications at the hearing on confirmation of the 524(g) Plan and approval of the adequacy of the Disclosure Statement, the Debtor will provide copies of any such Documents and/or Communications to the Chubb Insurers in advance of such hearing in accordance with the Local Rules.

REQUEST FOR PRODUCTION NO. 13: Documents and Communications relating to the Debtor’s assertion that its bankruptcy case is a reorganization because “Mr. Lascell and his brother and sister” have been “managing a ton of litigation, millions of dollars in defense costs and payments” for “the last eight years,” such that Debtor qualifies for a discharge, including but not limited to any revenue generated by Debtor’s “managing a ton of litigation.” 5/13/25 Tr., p. 27:9-14.

RESPONSE: The Debtor objects to this Request because it concerns a question of law and calls for a legal conclusion, and the Debtor also objects based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein. As the Debtor has previously advised, the Debtor, however, is willing to engage with the Chubb Insurers to consider stipulating to a fact or facts that may resolve the Debtor's objections to this Request, and is awaiting proposed language from the Chubb Insurers.

REQUEST FOR PRODUCTION NO. 14: Documents and Communications relating to the Chubb Insurers' adversary proceeding No. 25-03015, including but not limited to the Debtor's position that the Chubb Insurers' Settlement Agreement is a pre-petition settlement that is subject to rejection as part of Debtor's bankruptcy case and/or the Plan, and the damages resulting from Debtor's anticipated or potential rejection of the Chubb Insurers' Settlement Agreement.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers the Chubb Insurers to the Settlement Agreement and Release, dated June 27, 2024, by and between the Debtor and Chubb Insurers annexed as Exhibit A to Docket No. 9, and to the transcript of the hearing held on May 6, 2025, at page 26:20-21, containing the Court's comments and ruling during the hearing on the TRO. If the Debtor intends to introduce any Documents and Communications at any hearing in support of the fact that the Chubb Insurers' Settlement Agreement is a pre-petition settlement agreement that is subject to rejection in this bankruptcy case or in support of the damages, if any, resulting from rejection of the Chubb Insurers' Settlement Agreement, the Debtor will provide copies of any such Documents and/or Communications to the Chubb Insurers in advance of such hearing in accordance with the Local Rules.

The Debtor otherwise objects to this Request because it concerns a question of law and calls for a legal conclusion, and the Debtor also objects based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

Dated: May 30, 2025
Richmond, Virginia

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

Tyler P. Brown (VSB No. 28072)

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

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- and -

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crankin@HuntonAK.com

Counsel for the Debtor and Debtor in Possession

CERTIFICATE OF SERVICE

I hereby certify that, on May 30, 2025 a true and correct copy of the *Responses and Objections of the Debtor to Chubb Insurers First Requests to Hopeman Brothers, Inc. for Production of Documents* was sent via email to the following counsel for the Chubb Insurers:

Patricia B. Santelle, Esq. (santellep@whiteandwilliams.com)

Leslie A. Davis, Esq. (leslie.davis@troutman.com)

Dabney J. Carr, Esq. (dabney.carr@troutman.com)

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

EXHIBIT 5 to DECLARATION OF LESLIE A. DAVIS

Davis, Leslie A.

From: Long, Toby <hlong@hunton.com>
Sent: Tuesday, June 10, 2025 7:42 PM
To: Santelle, Patricia; Davis, Leslie A.; Carr, Dabney J.
Cc: Brown, Tyler; Rovira, Joseph
Subject: RE: HBI - Responses and Objections to the Chubb Insurers First Requests for Production of Documents
Attachments: HBI - Chubb Production Privilege Log.xlsx

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

Good evening. The Debtor hereby is producing the privilege log, and also is supplementing the production with additional documents that can be located through the below link and are in the sub-folder marked "CHUBBPROD04" in folder "01."

Best,

Toby



Henry P. (Toby) Long, III

hlong@HuntonAK.com

p 804.787.8036

[bio](#) | [vCard](#)

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

HuntonAK.com

From: Long, Toby
Sent: Friday, June 6, 2025 6:39 PM
To: Santelle, Patricia <santellep@whiteandwilliams.com>; Davis, Leslie A. <leslie.davis@troutman.com>; Carr, Dabney J. <dabney.carr@troutman.com>
Cc: Brown, Tyler <tpbrown@hunton.com>; Rovira, Joseph <JosephRovira@hunton.com>
Subject: RE: HBI - Responses and Objections to the Chubb Insurers First Requests for Production of Documents

As indicated below, the Debtor hereby is supplementing its production with the additional documents that have been redacted for privilege. Such redacted documents can be located through the below link and are in the folder "01 (Redacted)."

Best,

Toby

From: Long, Toby

Sent: Thursday, June 5, 2025 9:16 PM

To: Santelle, Patricia <santellep@whiteandwilliams.com>; Davis, Leslie A. <leslie.davis@troutman.com>; Carr, Dabney J. <dabney.carr@troutman.com>

Cc: Brown, Tyler <tpbrown@hunton.com>; Rovira, Joseph <JosephRovira@hunton.com>

Subject: FW: HBI - Responses and Objections to the Chubb Insurers First Requests for Production of Documents

The Debtor hereby is producing the documents identified in the attached responses and objections through the below link. The documents are organized in folders that correspond to the applicable request. We expect to supplement this production as early as tomorrow with additional documents that are being redacted for privilege.

Password: rz67VoWc0t0E

<https://hunton.egnyte.com/fl/9Pb8bTfR8hTB>



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From: Long, Toby

Sent: Friday, May 30, 2025 4:51 PM

To: Santelle, Patricia <santellep@whiteandwilliams.com>; Davis, Leslie A. <leslie.davis@troutman.com>;
dabney.carr@troutman.com

Cc: Brown, Tyler <tpbrown@hunton.com>; Rovira, Joseph <JosephRovira@hunton.com>

Subject: HBI - Responses and Objections to the Chubb Insurers First Requests for Production of Documents

Please see the attached.



Henry P. (Toby) Long, III

hlong@HuntonAK.com

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EXHIBIT 6 to DECLARATION OF LESLIE A. DAVIS

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Counsel for Debtor and Debtor in Possession

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

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

**RESPONSES AND OBJECTIONS OF THE DEBTOR
TO CHUBB INSURERS' FIRST SET OF INTERROGATORIES**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure (“Civil Rules”), made applicable by Rules 7026, 7033, and 9014 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”), and Rule 7026-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of Virginia (“Local Rules”), Hopeman Brothers, Inc. (the “Debtor”), by its undersigned counsel, hereby submits the following objections and responses (the “Objection and Responses”) to *Century Indemnity Company’s and Westchester Fire Insurance Company’s First Set of Interrogatories to Hopeman Brothers, Inc.* (the “Interrogatories” or the “Discovery Requests”) served by Century Indemnity Company and Westchester Fire Insurance Company (together, the “Chubb Insurers”) on the Debtor, on June 4, 2025.

I. GENERAL OBJECTIONS

The following general objections (the “General Objections”) apply to each Discovery Request and are incorporated by reference into each response made herein, in addition to any

specific responses and objections included herein. The assertion of the same, similar, or additional objections or the provision of partial answers in the specific responses and objections does not waive any of the General Objections.

1. The Debtor objects to the Discovery Requests to the extent that they seek information that is not relevant to any party's claim or defense and are not proportional to the needs of the case under the Civil Rules, the Federal Rules of Evidence (the "Evidence Rules"), the Bankruptcy Rules, or the Local Rules or otherwise purport to impose any obligation on the Debtor beyond that required or permitted by the Civil Rules, the Evidence Rules, the Bankruptcy Rules, the Local Rules, or other rules or practices applicable to cases in this Court.

2. The Debtor objects to the Discovery Requests, including the definitions and instructions therein, to the extent that they seek information that is irrelevant and outside the scope of matters related to confirmation of the proposed *Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 766] (the "524(g) Plan") and approval of the adequacy of the *Disclosure Statement with Respect to the Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 767] (the "Disclosure Statement").

3. The Debtor objects to the Discovery Requests because the Chubb Insurers demand an expedited response on or before June 16, 2025, which is twelve days after service of the Discovery Requests on the Debtor and, thus, less time than the thirty-days provided for a response under Civil Rule 33(b)(2).

4. The Debtor objects to the Discovery Requests including the definitions and instructions therein, to the extent that they are overly broad, unduly burdensome, unreasonably duplicative, or cumulative.

5. The Debtor objects to the Discovery Requests to the extent that they are vague, ambiguous, or require the Debtor to speculate as to the information the Chubb Insurers seek.

6. The Debtor objects to the Discovery Requests to the extent that they purport to require the Debtor to provide information that already is in the Chubb Insurers possession, custody, or control, or that is publicly available, or that is otherwise obtainable from some other source more convenient, less burdensome, or less expensive.

7. The Debtor objects to the Discovery Requests to the extent that they seek information protected by the attorney-client privilege, the work product doctrine, the common interest privilege, and/or any other applicable privilege or protection.

8. The Debtor objects to the Discovery Requests to the extent they seek to require disclosure of confidential information or information that are subject to non-disclosure agreements or confidential undertakings.

9. The Debtor objects to the Discovery Requests to the extent that they imply the existence of facts or circumstances that do not or did not exist and to the extent that they state or assume legal conclusions. Nothing contained in any response herein shall be deemed to be an admission, concession, or waiver by the Debtor as to any question of fact or law.

10. The Debtor objects to the Discovery Requests to the extent that they purport to require the Debtor to engage in activities entailing an excessive expenditure of time and/or money to respond.

11. The Debtor objects to the Discovery Requests to the extent that they purport to seek information not readily ascertainable through Debtor's books and records (including electronic records) as unduly burdensome, expensive, and harassing.

II. SPECIFIC RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1: Identify each witness, whether fact or expert, whom You will call or anticipate calling to testify at the Confirmation Hearing, and for each such Person, please (a) describe in detail the subject matter of such Person's anticipated testimony, (b) identify all Documents relating to such testimony, and (c) with respect to any expert witness, provide the disclosures described in Rule 26(a)(2) of the Federal Rules of Civil Procedures.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor identifies the following persons that it may call as a fact witness at the Confirmation Hearing:

1. Chris Lascell, President of the Debtor, may provide testimony regarding historical information regarding the Debtor and asbestos claims asserted against it, the decision of the Debtor to negotiate and agree upon the 524(g) Plan, the good faith arms' length negotiations over the plan, and other factual evidence for the Bankruptcy Court to conclude that the Plan satisfies the standards for confirmation.
2. Ron Van Epps, Managing Director, of the Debtor's financial advisor, Stout Risius Ross, LLC. Mr. Van Epps may provide testimony regarding the Debtor's insurance program as it relates to asbestos claims asserted against it and the insurance-related provisions of the proposed Plan.
3. Conor Tully, Senior Managing Director, of the Committee's financial advisor, FTI Consulting, Inc., may provide testimony regarding the Liquidation Analysis [Docket No. 767, Exhibit B], the Restructuring Transaction [Docket No. 853, Exhibit F], and the Revised Reorganized Hopeman Projections [Docket No. 853, Exhibit I].

The Debtor further states that it has not determined whether it may call any expert witnesses at the Confirmation Hearing.

To the extent the Debtor intends to call an expert witness or any other fact witness at the Confirmation Hearing or to expand the scope of testimony of a fact witness, the Debtor will provide reasonable notice to the Chubb Insurers in advance of the Confirmation Hearing in accordance with the Local Rules.

INTERROGATORY NO. 2: Describe how a Channeled Asbestos Claim will be determined to be an Insured Asbestos Claim, the basis for such determination, and who will be responsible for making such determination.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by referring the Chubb Insurers to the terms set forth in the 524(g) Plan, including the definition of “Channeled Asbestos Claim,” “Insured Asbestos Claim,” and “Uninsured Asbestos Claim” at sections 1.37, 1.74 and 1.108 of the 524(g) Plan, and the Revised Trust Distribution Procedures [Docket No. 853, Exhibit B] (the “TDP”). The Debtor further responds that it will be the responsibility of each Channeled Asbestos Claimant, who is contemplating or pursuing an action under section 8.12 or section 8.13 of the 524(g) Plan to determine whether the Channeled Asbestos Claim satisfies the definition of “Insured Asbestos Claim.” The Asbestos Trust also may evaluate whether a Channeled Asbestos Claim satisfies the definition of “Uninsured Asbestos Claim” in determining the eligibility of that claim for payment or distribution under the Asbestos Trust Distribution Procedures.

The Debtor otherwise objects to this Interrogatory because it concerns a question of law and calls for a legal conclusion about what constitutes a Channeled Asbestos Claim.

INTERROGATORY NO. 3: If an Insured Asbestos Claim is determined to be covered or potentially covered by more than one Non-Settling Asbestos Insurer, describe the Non-Settling Asbestos Insurer(s) to which such claim will be tendered and how such a determination will be made.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers the Chubb Insurers to section 8.12(b) of the

524(g) Plan, which provides that the “Asbestos Trust . . . shall provide notice of such action, appropriate, to all Non-Settling Insurers.”

INTERROGATORY NO. 4: Do You contend that holders of Channeled Asbestos Claims who seek coverage under the Chubb Insurers’ Policies are bound by, and that any recoveries for such claimants under the Chubb Insurers’ Policies will be subject to, the provisions of the Wellington Agreement, including but not limited to the pro rata allocation methodology set forth therein? If Your answer is anything other than an unqualified “yes,” please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that the Debtor is not making any contention about whether holders of Channeled Asbestos Claims with asbestos-related claims against the Debtor during one or more of the Chubb Insurers’ Policy periods are affected by or unaffected by the Wellington Agreement. Upon information and belief, these holders of Channeled Asbestos Claims are not parties to the Wellington Agreement, and the Debtor is taking no position about the extent of their legal rights as may be affected by the Wellington Agreement.

The Debtor otherwise objects to this Interrogatory because it concerns a question of law and calls for a legal conclusion concerning whether holders of Channeled Asbestos Claims who seek coverage under the Chubb Insurers’ Policies are bound by, and that any recoveries for such claimants under the Chubb Insurers’ Policies will be subject to, the provisions of the Wellington Agreement.

INTERROGATORY NO. 5: Do You contend that holders of Channeled Asbestos Claims who seek coverage under the Chubb Insurers’ Policies are bound by, and that any recoveries for such claimants under the Chubb Insurers’ Policies will be subject to, the provisions of the 2009

Agreement? If Your answer is anything other than an unqualified “yes,” please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that the Debtor is not making any contention about whether holders of Channeled Asbestos Claims who seek coverage under the Chubb Insurers’ Policy periods are bound by or subject to the provisions of the 2009 Agreement. Upon information and belief, these holders of Channeled Asbestos Claims are not parties to the 2009 Agreement, and the Debtor is taking no position about the extent of their legal rights as may be affected by the 2009 Agreement.

The Debtor otherwise objects to this Interrogatory because it concerns a question of law and calls for a legal conclusion concerning whether holders of Channeled Asbestos Claims who seek coverage under the Chubb Insurers’ Policies are bound by, and that any recoveries for such claimants under the Chubb Insurers’ Policies will be subject to, the provisions of the 2009 Agreement.

INTERROGATORY NO. 6: Do You contend that the Asbestos Trust will be bound by, and obligated to honor, all of the terms, conditions, and provisions of the Chubb Insurers’ CIP Agreements? If Your answer is anything other than an unqualified “yes,” please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that, under the proposed 524(g) Plan, all of the Debtor’s rights under Asbestos CIP Agreements will be transferred to, and vested

in, the Asbestos Trust. *See* Plan at §§ 1.7, 1.17, and 8.3(b). In addition, all of the parties' respective rights, duties, defenses, obligations, and liabilities under the Chubb Insurers CIP Agreements are being preserved, and to the extent those agreements constitute executory contracts, are being assumed by the Reorganized Debtor. *See* Plan at § 6.2.

INTERROGATORY NO. 7: Describe how Hopeman's share of claim payments, which was approximately 35.12% in 2023 (*see* Disclosure Statement at 10) will be accounted for with respect to holders of Channeled Asbestos Claims who bring judgment-enforcement or direct actions against Non-Settling Asbestos Insurers to obtain the benefits of Asbestos Insurance Coverage (*see id.* at pdf p. 2 of 219).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that, upon information and belief, Channeled Asbestos Claimants pursuing judgment-enforcement or direct actions against Non-Settling Asbestos Insurers are not parties to any prepetition agreements that established the Debtor's share of claim payments. The Debtor is taking no position about whether those claimants are bound to such agreements or will need to account for the Debtor's share of claim payments made prepetition.

The Debtor otherwise objects to this Interrogatory because it concerns a question of law and calls for a legal conclusion concerning how the Debtor's share of claim payments made prepetition will be accounted for with respect to holders of Channeled Asbestos Claims who bring judgment-enforcement or direct actions against Non-Settling Asbestos Insurers to obtain the benefits of Asbestos Insurance Coverage.

INTERROGATORY NO. 8: Identify and describe how and why current holders of Asbestos Claims (*i.e.*, those existing as of the Petition Date) benefit from a 524(g) Plan that

requires assets to be preserved for and shared with holders of Demands over a Chapter 11 plan of liquidation or Chapter 7 liquidation that would not require assets to be preserved for and shared with holders of Demands.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers the Chubb Insurers to the Liquidation Analysis.

INTERROGATORY NO. 9: Identify and describe how and why there would be “a considerably longer process for resolving [] Asbestos Claims” in “one or more other courts” in a Chapter 7 liquidation, as compared to the means for resolving Channeled Asbestos Claims via lawsuits against Reorganized Hopeman or direct actions as set forth in the Plan and TDP. Liquidation Analysis, Disclosure Statement at pdf p. 213 of 219.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that a Chapter 7 liquidation would take longer to resolve than confirmation and consummation of the 524(g) Plan. Namely, in a Chapter 7 proceeding, any contested asbestos-related claim would have to be adjudicated in the tort system or in the District Court before any payments can be made to holders of allowed asbestos-related claims. Confirmation of the 524(g) Plan, however, would expedite recovery by holders of valid asbestos-related claims by (i) permitting holders of Channeled Asbestos Claims that are Insured Asbestos Claims to obtain the benefits of Asbestos Insurance Coverage in the tort system upon resolution of their individual claims, without waiting for the resolution of other claimants, and (ii) permitting holders of Channeled Asbestos Claims that are Uninsured Asbestos Claims to receive distributions from the Asbestos Trust in accordance with the TDP.

INTERROGATORY NO. 10: Identify the Committee’s Advisors who assisted with the development of the Liquidation Analysis and describe the work performed by each such Advisor

in connection with the Liquidation Analysis. *See* Liquidation Analysis, Disclosure Statement at pdf p. 213 of 219.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds that, upon information and belief, the Liquidation Analysis was developed by the Committee's financial advisor, FTI Consulting.

INTERROGATORY NO. 11: Identify the Debtor's Advisors who assisted with the development of the Liquidation Analysis and describe the work performed by each such Advisor in connection with the Liquidation Analysis. *See* Liquidation Analysis, Disclosure Statement at pdf p. 213 of 219.

RESPONSE: Subject to and without waiving General Objections, which are incorporated herein by reference, the Debtor incorporates its responses and objections to Interrogatory No. 9 as if fully set forth herein and also identifies the following of its professionals that reviewed and commented on the Liquidation Analysis, after consulting with the Debtor and the Debtor's other advisors: Tyler P. Brown, Esq., Joseph P. Rovira, Esq. and Henry P. (Toby) Long, III, from Hunton Andrews Kurth, LLP, counsel to the Debtor.

INTERROGATORY NO. 12: Identify and describe the basis of the values listed in each scenario of the Liquidation Analysis for Other Asbestos Insurance assets, including but not limited to all assumptions used and the "variables" forming the basis of the "potential range of outcomes under each scenario." *See* Liquidation Analysis, Disclosure Statement at pdf p. 215 of 219, ¶ 6.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, Debtor refers the Chubb Insurers to Note 6 of the Liquidation Analysis.

INTERROGATORY NO. 13: Describe why Note 14 to the Liquidation Analysis states that “Hopeman does not have sufficient information to estimate the total amount of [unresolved Asbestos Claims] with certainty for purposes of this analysis (Disclosure Statement at pdf p. 216 of 219, ¶ 14) notwithstanding (a) the November 5, 2025 Expert Report of Yvette R. Austin which includes a section entitled “Estimate of Current Claim Values,” and (b) the November 5, 2024 Expert Report of Ross I. Mishkin which includes a table entitled, “Estimate Aggregate Liability for Pending Claims,” including the reasons why the Liquidation Analysis does not include, incorporate, discuss, or reference Ms. Austin’s opinion regarding the “Present Value of Current Claims by Disease Category (in 2024 Dollars)” totaling \$52,591,787 or Mr. Mishkin’s opinion regarding the “Aggregate Liability – Pending Claims” based on the HBI Average Per Claim Value totaling \$14,138,363.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that there is no requirement that the Liquidation Analysis rely on prior estimates of asbestos-related liabilities of the Debtor or any other party developed for litigation. The Debtor further responds that, as set forth in Note 14 of the Liquidation Analysis, because of the unliquidated nature of the vast majority of asbestos-related claims against the Debtor the aggregate amount is unknown and the Debtor cannot estimate the total amount of these claims with certainty for purposes of the Liquidation Analysis.

The Debtor otherwise objects to this Interrogatory because it seeks information protected by the work product doctrine.

INTERROGATORY NO. 14: Identify every evergreen source of funding for the Asbestos Trust proposed under the Plan (*see In re Combustion Engineering, Inc.*, 391 F.3d 190, 234 (3d Cir. 2004)) and describe (a) how any such source of funding was identified and selected,

(b) the projected extent and duration of such funding, and (c) the projected year-over-year amount of funding from such source(s).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by referring the Chubb Insurers to the Restructuring Transaction and Reorganized Hopeman Projections.

INTERROGATORY NO. 15: Identify each of the Asbestos Insurers that You contend is a Non-Settling Asbestos Insurer and the Asbestos Insurance Policy(ies) issued by each such Asbestos Insurer that will be included among the Asbestos Insurance Rights Constituting Asbestos Trust Assets.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers the Chubb Insurers to the Asbestos Insurance Policies [Docket No. 853 Exhibit H] and the definition of Asbestos Insurance Policies,” “Asbestos Insurance Settlement,” “Non-Settling Asbestos Insurer,” and “Settled Asbestos Insurer” set forth in sections 1.12, 1.14, 1.80, and 1.104 of the 524(g) Plan.

INTERROGATORY NO. 16: Do you contend that current holders of Uninsured Asbestos Claims (*i.e.*, those existing as of the Petition Date) will obtain equal or greater recoveries under the Plan than they would have received under (a) the Plan of Liquidation of Hopeman Brothers, Inc. under Chapter 11 of the Bankruptcy Code, Dkt. No. 56, or (b) a Chapter 7 liquidation? If your answer is anything other than an unqualified “no,” please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that current holders of Uninsured

Asbestos Claims will obtain equal or greater recoveries under the 524(g) Plan than they would in a Chapter 7 liquidation and refers the Chubb Insurers to the Liquidation Analysis expressly stating that “since personal injury tort claims cannot be resolved in the Bankruptcy Court, the Asbestos Claims would have to be litigated in one or more other courts, and the trustee would need to engage litigation counsel to defend and liquidate those claims. This would likely be time-consuming as well as costly, leaving a far small amount of funds to be distributed to claimants.” In addition, the Debtor concluded it would be unlikely to be able to confirm the Plan of Liquidation of Hopeman Brothers, Inc. under Chapter 11 of the Bankruptcy Code, Dkt. No. 56, under the present circumstances. Accordingly, there are no recoveries available under that proposed plan.

INTERROGATORY NO. 17: Do you contend that current holders of Insured Asbestos Claims (*i.e.*, those existing as of the Petition Date) will obtain equal or greater recoveries under the Plan than they would have received under (a) the Plan of Liquidation of Hopeman Brothers, Inc. under Chapter 11 of the Bankruptcy Code, Dkt. No. 56, or (b) a Chapter 7 liquidation? If your answer is anything other than an unqualified “no,” please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that current holders of Insured Asbestos Claims will obtain equal or greater recoveries under the 524(g) Plan than they would in a Chapter 7 liquidation. The Debtor further responds by incorporating its responses and objections to Interrogatory Nos. 9 and 16, as if fully set forth herein.

INTERROGATORY NO. 18: Identify the Person(s) responsible for the Reorganized Hopeman Projections attached as Exhibit C to the Disclosure Statement and describe the work performed by Each Person in connection with the cash flow forecast set forth therein.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds that, upon information and belief, the Reorganized Hopeman Projections were developed by the Committee's financial advisor, FTI Consulting. The Debtor further responds that the following Persons connected to the Debtor reviewed and commented on the Reorganized Hopeman Projections in advance of filing the exhibit with the Court: (i) Christopher Lascell, President of the Debtor; (ii) Tyler P. Brown, Esq., Joseph P. Rovira, Esq. and Henry P. (Toby) Long, III, from Hunton Andrews Kurth, LLP, counsel to the Debtor; and (iii) Ron Van Epps, from Stout Risius Ross, LLC, financial advisor to the Debtor.

INTERROGATORY NO. 19: Describe how holders of Uninsured Asbestos Claims are substantially similar to holders of Insured Asbestos Claims under the Plan and how the Plan's treatment of Uninsured Asbestos Claims is substantially similar to the Plan's treatment of Insured Asbestos Claims.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that Insured Asbestos Claims and Uninsured Asbestos Claims are substantially similar because both types of claims are based on, arise from, or are attributable to alleged asbestos-related claims against the Debtor. The Debtor further states that the proposed treatment of Insured Asbestos Claims and Uninsured Asbestos Claims under the Plan satisfies the requirements of 11 U.S.C. § 1123(a)(4).

The Debtor otherwise objects to this Interrogatory because it concerns a question of law and calls for a legal conclusion about the treatment of Insured Asbestos Claims and Uninsured Asbestos Claims under the Plan.

Dated: June 16, 2025
Richmond, Virginia

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

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Counsel for the Debtor and Debtor in Possession

CERTIFICATE OF SERVICE

I hereby certify that, on June 16, 2025 a true and correct copy of the *Century Indemnity Company's and Westchester Fire Insurance Company's First Set of Interrogatories to Hopeman Brothers, Inc.* was sent via email to the following counsel for the Chubb Insurers:

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Dabney J. Carr, Esq. (dabney.carr@troutman.com)

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

EXHIBIT 7 to DECLARATION OF LESLIE A. DAVIS

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

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

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

**OFFICIAL COMMITTEE OF UNSECURED CREDITORS'
OMNIBUS OBJECTIONS AND RESPONSES TO CHUBB INSURERS'
INTERROGATORIES AND REQUESTS FOR PRODUCTION**

The Official Committee of Unsecured Creditors (“**Committee**”), by and through its undersigned counsel, objects and responds to *Century Indemnity Company’s and Westchester Fire Insurance Company’s First Set of Interrogatories to the Committee* (“**Interrogatories**”) and *Century Indemnity Company’s and Westchester Fire Insurance Company’s First Set of Documents*

[sic] *Requests to the Committee* (“**Requests**”) propounded by Century Indemnity Company and Westchester Fire Insurance Company (collectively “**Chubb Insurers**”) as follows:¹

INTERROGATORY NO. 1: *Identify each witness, whether fact or expert, whom You will call or anticipate calling to testify at the Confirmation Hearing and, for each such Person, please (a) describe in detail the subject matter of such Person’s anticipated testimony, (b) identify all Documents relating to such testimony, and (c) with respect to any expert witness, provide the disclosures described in Rule 26(a)(2) of the Federal Rules of Civil Procedure.*

RESPONSE: The Committee objects to this Interrogatory on the grounds that “all Documents relating to such testimony” is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case, and seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, the mediation privilege, and the common interest privilege. Similarly, “all Documents relating to such testimony” is objectionable because it calls on the Committee to speculate on the potential universe of documents that might “relate” to a witness’s testimony. The Committee further objects that Rule 9014(c)(2) of the Federal Rules of Bankruptcy Procedure provides that Rule 26(a)(2) of the Federal Rules of Civil Procedure does not apply in a contested matter unless the court orders otherwise.

Subject to and without waiving the foregoing objections, the Committee anticipates that either it or the Debtor will call Conor Tully of FTI Consulting, Inc. (“**FTI**”) as a witness at the Confirmation Hearing regarding the Revised Reorganized Hopeman Projections (Plan Supplement Related to Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code, Docket No. 853 (“**Plan Supplement**”), Exs. I and I-1) and the Liquidation Analysis (Disclosure Statement with Respect to the Amended Plan of Reorganization of Hopeman

¹ Capitalized terms not defined herein have the meanings ascribed to them in the *Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* (Docket No. 766) (“**Plan**”).

Brothers, Inc. Under Chapter 11 of the Bankruptcy Code, Docket No. 767 (“DS”), Ex. B). In addition, the Committee reserves the right to call Mr. Tully to testify on the Restructuring Transaction (Plan Supplement, Ex. F).

INTERROGATORY NO. 2: *Describe how a Channeled Asbestos Claim will be determined to be an Insured Asbestos Claim, the basis for such a determination, and who will be responsible for making such determination.*

RESPONSE: The Committee objects to this Interrogatory on the basis that it calls for answers involving legal interpretation and/or legal conclusions.

Subject to and without waiving the foregoing objections, the Committee directs the Chubb Insurers to the definitions of “Insured Asbestos Claim” and “Uninsured Asbestos Claim” in the Plan and the Asbestos Trust Distribution Procedures (Plan Supplement, Exs. B and B-1). Additionally, in the first instance, it will be up to each Channeled Asbestos Claimant contemplating or pursuing an action under section 8.12 or section 8.13 of the Plan to determine whether his Channeled Asbestos Claim satisfies the definition of “Insured Asbestos Claim.” The Asbestos Trust may also evaluate whether a Channeled Asbestos Claim satisfies the definition of “Uninsured Asbestos Claim” in determining the eligibility of that claim for payment or distribution under the Asbestos Trust Distribution Procedures.

INTERROGATORY NO. 3: *If an Insured Asbestos Claim is determined to be covered or potentially covered by more than one Non-Settling Asbestos Insurer, describe the Non-Settling Asbestos Insurer(s) to which such claim will be tendered and how such a determination will be made.*

RESPONSE: The Committee objects to this Interrogatory on the basis that it calls for answers involving legal interpretation and/or legal conclusions.

Subject to and without waiving the foregoing objections, the Committee refers the Chubb Insurers to section 8.12(b) of the Plan, which provides, *inter alia*, that the “Asbestos Trust . . . shall provide notice of such action, as appropriate, to all Non-Settling Insurers.”

INTERROGATORY NO. 4: *Do You contend that holders of Channeled Asbestos Claims who seek coverage under the Chubb Insurers’ Policies are bound by, and that any recoveries for such claimants under the Chubb Insurers’ Policies will be subject to, the provisions of the Wellington Agreement, including but not limited to the pro rata allocation methodology set forth therein? If Your answer is anything than [sic] an unqualified “yes,” please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).*

RESPONSE: The Committee objects to this Interrogatory on the grounds that “all facts and legal theories on which You rely to support Your contention(s)” is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee answers as follows: No. All claimants with tort claims against Hopeman arising from bodily injury suffered during one or more of the Chubb policy periods have rights under the Chubb policies that are unaffected by the Wellington Agreement. State statutory law throughout the United States gives injured persons rights under their tortfeasors’ liability insurance policies that arise at the moment of injury. These statutes create “a contractual relationship which inures to the benefit of person[s] who might be negligently injured by [the] insured as completely as if such injured person had been specifically named in [the] insurance policy.” Plitt *et al.*, Couch on Ins. § 104:13 (Dec. 2024 update). The “contractual relationship” created by statute cannot be altered by an agreement, such as the Wellington Agreement, between the insured and the insurer to which the injured persons

did not consent. Consequently, the Wellington Agreement has no effect on the rights of Channeled Asbestos Claimants under the Chubb policies. These claimants are not parties to, and are not bound by, the Wellington Agreement.

INTERROGATORY NO. 5: *Do You contend that holders of Channeled Asbestos Claims who seek coverage under the Chubb Insurers' Policies are bound by, and that any recoveries for such claimants under the Chubb Insurers' Policies will be subject to, the provisions of the 2009 Agreement? If Your answer is anything than [sic] an unqualified "yes," please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).*

RESPONSE: The Committee objects to this Interrogatory on the grounds that "all facts and legal theories on which You rely to support Your contention(s)" is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee answers as follows: No. All claimants with tort claims against Hopeman arising from bodily injury suffered during one or more of the Chubb policy periods have rights under the Chubb policies that are unaffected by the 2009 Agreement. State statutory law throughout the United States gives injured persons rights under their tortfeasors' liability insurance policies that arise at the moment of injury. These statutes create "a contractual relationship which inures to the benefit of person[s] who might be negligently injured by [the] insured as completely as if such injured person had been specifically named in [the] insurance policy." Plitt *et al.*, Couch on Ins. § 104:13 (Dec. 2024 update). The "contractual relationship" created by statute cannot be altered by an agreement, such as the 2009 Agreement, between the insured and the insurer to which the injured persons did not consent. Consequently, the 2009 Agreement has no effect on the rights of Channeled Asbestos Claimants

under the Chubb policies. These claimants are not parties to, and are not bound by, the 2009 Agreement.

INTERROGATORY NO. 6: *Do You contend that the Asbestos Trust will be bound by, and obligated to honor, all of the terms, conditions, and provisions of the Chubb Insurers' CIP Agreements? If Your answer is anything [sic] than an unqualified "yes," please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).*

RESPONSE: The Committee objects to this Interrogatory on the grounds that "all facts and legal theories on which You rely to support Your contention(s)" is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee answers as follows: Under the Plan, all of Hopeman's rights under Asbestos CIP Agreements will be transferred to, and vested in, the Asbestos Trust. *See* Plan §§ 1.7, 1.13, and 8.3(b). Any of Hopeman's duties or obligations under Asbestos CIP Agreements will be retained by Reorganized Hopeman. *See also* Plan § 6.2.

INTERROGATORY NO. 7: *Describe how Hopeman's share of claim payments, which was approximately 35.12% in 2023 (see Disclosure Statement at 10) will be accounted for with respect to holders of Channeled Asbestos Claims who bring judgment-enforcement or direct actions against Non-Settling Asbestos Insurers to obtain the benefits of Asbestos Insurance Coverage (see id. at pdf p. 2 of 219).*

RESPONSE: The Committee objects to this Interrogatory on the basis that it calls for answers involving legal interpretation and/or legal conclusions.

Subject to and without waiving the foregoing objections, the Committee answers as follows: Channeled Asbestos Claimants pursuing judgment-enforcement or direct actions against Non-Settling Asbestos Insurers are not bound by Hopeman's agreements that resulted in its approximately 35.12% responsibility. The claimants are not bound by Hopeman's prior agreements to which the claimants did not consent. Hopeman's "share" therefore will not be accounted for in this scenario.

INTERROGATORY NO. 8: *Identify and describe how and why current holders of Asbestos Claims (i.e., those existing as of the Petition Date) benefit from a 524(g) Plan that requires assets to be preserved for and shared with holders of Demands over a Chapter 11 plan of liquidation or Chapter 7 liquidation that would not require assets to be preserved for and shared with holders of Demands.*

RESPONSE: The Committee objects to this Interrogatory on the basis that it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege.

Subject to and without waiving the foregoing objections, the Committee refers the Chubb Insurers to the Liquidation Analysis. *See also* DS at 43-44.

INTERROGATORY NO. 9: *Identify and describe how and why there would be "a considerably longer process for resolving [] Asbestos Claims" in "one or more other courts" in a Chapter 7 liquidation, as compared to the means for resolving Channeled Asbestos Claims via lawsuits against Reorganized Hopeman or direct actions as set forth in the Plan and TDP. Liquidation Analysis, Disclosure Statement at pdf p. 213 of 219.*

RESPONSE: The Committee objects to this Interrogatory because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the

mediation privilege. Moreover, the Committee objects to this Interrogatory on the basis that it calls on the Committee to prepare and present a legal brief before any filing deadlines for such briefs.

Subject to and without waiving the foregoing objections, the Committee answers as follows: The Chubb Insurers misconstrue the time comparison in the Liquidation Analysis. A chapter 7 liquidation would take longer to resolve than confirmation and consummation of the Plan under chapter 11. In a chapter 7 case, the trustee would have to go through a very lengthy and expensive asbestos claims allowance process, which for any contested claim would have to be adjudicated before a jury in the tort system or in the District Court under 28 U.S.C. §§ 157(b)(5) and 1411(a). “[C]reditors’ claims in a Chapter 7 proceeding would be put into a pool that would not distribute payments until all claims in the class were liquidated and all the assets were reduced to cash value.” *In re W.R. Grace & Co.*, 475 B.R. 34, 144 (D. Del. 2012), *aff’d*, 729 F.3d 311 (3d Cir.), *and aff’d*, 729 F.3d 332 (3d Cir.), *and aff’d*, 532 F. App’x 264 (3d Cir. 2013). Therefore, in that scenario, Hopeman’s bankruptcy case “would need to be held open for a seemingly indefinite amount of time Such a process would result in inevitable delay and disparate—or, even worse, unavailable—recovery amongst personal injury claimants. Such uncertainty is certainly not within the creditors’ best interests.” *Id.* at 144-145. By contrast, confirmation and consummation of the Plan would bring Hopeman’s bankruptcy case to a faster conclusion, enabling holders of Insured Asbestos Claims to sue Reorganized Hopeman in name only in the tort system or to bring direct actions where authorized under applicable law to obtain the benefit of Hopeman’s Asbestos Insurance Coverage. In addition, the Plan would establish the Asbestos Trust, which, *inter alia*, would receive and process Uninsured Asbestos Claims in accordance with the Asbestos Trust Distribution Procedures.

INTERROGATORY NO. 10: *Identify the Committee’s Advisors who assisted with the development of the Liquidation Analysis and describe the work performed by each such Advisor in connection with the Liquidation Analysis. See Liquidation Analysis, Disclosure Statement at pdf p. 213 of 219.*

RESPONSE: The Committee objects to this Interrogatory because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege. Additionally, requiring the Committee to “describe the work performed by each such Advisor” is overbroad, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee answers as follows: Conor Tully, Michael Berkin, William Scheff, and Samuel Andelman of FTI prepared the Liquidation Analysis. Mr. Tully can be made available for deposition on the Liquidation Analysis at the appropriate time.

INTERROGATORY NO. 11: *Identify the Debtor’s Advisors who assisted with the development of the Liquidation Analysis and describe the work performed by each such Advisor in connection with the Liquidation Analysis. See Liquidation Analysis, Disclosure Statement at pdf p. 213 of 219.*

RESPONSE: The Committee objects to this Interrogatory because it seeks to invade the common interest privilege and the mediation privilege.

Subject to and without waiving the foregoing objections, the Committee answers as follows: The Committee refers the Chubb Insurers to the Debtor for a complete response.

INTERROGATORY NO. 12: *Identify and describe the basis of the values listed in each scenario of the Liquidation Analysis for Other Asbestos Insurance assets, including but not limited*

to all assumptions used and the “variables” forming the basis of the “potential range of outcomes under each scenario.” Liquidation Analysis, Disclosure Statement at pdf p. 215 of 219, ¶ 6.

RESPONSE: The Committee objects to this Interrogatory because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege. The Committee also objects to this Interrogatory on the basis that “all assumptions used and the ‘variables’ forming the basis of the ‘potential range of outcomes under each scenario’” is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee refers the Chubb Insurers to the Liquidation Analysis. Footnote 6 provides in part: “For the low-end of the chapter 7 scenario, this liquidation analysis assumes a recovery of \$31.5 million, based on the proposed settlement entered into on the eve of bankruptcy between Hopeman and Chubb and that additional insurance would not be recoverable. For the high-end, the liquidation analysis assumes an incremental additional recovery of \$8.5 million for a total recovery of \$40 million. In contrast, under the chapter 11 scenario, the liquidation analysis projects that the insurance recoveries will be materially higher, since the Plan’s structure will provide an enduring framework under which claimants will be able to pursue litigation in the tort system and either enter settlements of their lawsuits payable by one or more of Hopeman’s Non-Settling Insurers or secure judgments that will permit claimants to pursue insurance coverage litigation to recover on their judgments. This structure will have a significantly longer duration that will lead to more claimants receiving compensation for their injuries, and the availability of the channeling injunction through the Plan will offer certainty to insurers and could incentivize settlements.”

INTERROGATORY NO. 13: *Describe why Note 14 to the Liquidation Analysis states that “Hopeman does not have sufficient information to estimate the total amount of [unresolved Asbestos Claims] with certainty for purposes of this analysis” (Disclosure Statement at pdf p. 216 of 219, ¶ 14) notwithstanding (a) the November 5, 2025 Expert Report of Yvette R. Austin which includes a section entitled, “Estimation of Current Claim Values,” and (b) the November 5, 2024 Expert Report of Ross I. Mishkin which includes a table entitled, “Estimate Aggregate Liability for Pending Claims,” including the reasons why the Liquidation Analysis does not include, incorporate, discuss, or reference Ms. Austin’s opinion regarding the “Present Value of Current Claims by Disease Category (in 2024 Dollars)” totaling \$52,591,787 or Mr. Mishkin’s opinion regarding the “Aggregate Liability – Pending Claims” based on the HBI Average Per Claim Value totaling \$14,138,363.*

RESPONSE: The Committee objects to this Interrogatory on the basis that it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege.

Subject to and without waiving the foregoing objections, the Committee answers as follows: For purposes of confirming the Plan and obtaining relief under § 524(g) of the Bankruptcy Code, it is not necessary for the Liquidation Analysis to rely on prior estimates of Hopeman’s asbestos liabilities. Indeed, the estimates are only that—estimates. Section 524(g) contemplates, and requires a finding by the Court, *inter alia*, that “the actual amounts, numbers, and timing of such future demands [*i.e.*, future asbestos claims] cannot be determined.” 11 U.S.C. § 524(g)(2)(B)(ii)(II).

INTERROGATORY NO. 14: *Identify any evergreen source of funding for the Asbestos Trust proposed under the Plan (see In re Combustion Engineering, Inc., 391 F.3d 190, 234 (3d*

Cir. 2004)) and describe (a) how any such source of funding was identified and selected, (b) the projected extent and duration of such funding, and (c) the projected year-over-year amount of funding from such source(s).

RESPONSE: The Committee objects to this Interrogatory on the basis that it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege. Moreover, this Interrogatory is objectionable because it calls on the Committee to prepare a legal brief in advance of any filing deadline for such briefs.

Subject to and without waiving the foregoing objections, the Committee refers the Chubb Insurers to Exhibits F, I, and I-1 of the Plan Supplement.

INTERROGATORY NO. 15: *Identify each of the Asbestos Insurers that You contend is a Non-Settling Asbestos Insurer and the Asbestos Insurance Policy(ies) issued by each such Asbestos Insurer that will be included among the Asbestos Insurance Rights constituting Asbestos Trust Assets.*

RESPONSE: The Non-Settling Asbestos Insurers and the policies they issued are enumerated on **Exhibit A** hereto. The Committee further refers the Chubb Insurers to the Plan's definitions of "Asbestos Insurance Settlement," "Settled Asbestos Insurer," and "Non-Settling Asbestos Insurer," and Exhibit H of the Plan Supplement.

INTERROGATORY NO. 16: *Identify the individual(s) who will be appointed to serve as the officers and as the director of Reorganized Hopeman and describe (a) the reason(s) why each individual was selected to serve in their respective role, (b) the qualifications of each individual to serve in the identified role, and (c) the Person(s) responsible for selecting the individual(s) to serve in their respective role. See Plan § 8.7.*

RESPONSE: The Committee objects to this Interrogatory on the basis that it seeks to invade the attorney-client privilege, the work product doctrine, and the common interest privilege.

Subject to and without waiving the foregoing objections, the Committee responds that Matthew T. Richardson has been selected to be the sole director and officer of Reorganized Hopeman.

INTERROGATORY NO. 17: *Do You contend that current holders of Uninsured Asbestos Claims (i.e., those existing as of the Petition Date) will obtain equal or greater recoveries under the Plan than they would have received under (a) the Plan of Liquidation of Hopeman Brothers, Inc. under Chapter 11 of the Bankruptcy Code, Dkt. No. 56, or (b) a Chapter 7 liquidation? If Your answer is anything [sic] than an unqualified “no,” please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).*

RESPONSE: The Committee objects to this Interrogatory because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege. In addition, the Committee objects to this Interrogatory on the grounds that it is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. Any hypothetical recoveries under Hopeman’s plan of liquidation would be speculative and are irrelevant to the best interests of creditors test.

Subject to and without waiving the foregoing objections, the Committee contends that current holders of Uninsured Asbestos Claims, if any, will obtain equal or greater recoveries under the Plan than they would in a chapter 7 liquidation. The Committee refers the Chubb Insurers to the Liquidation Analysis, which explains in part that a trust cannot be established through a liquidation and that, as “personal injury tort claims cannot be resolved in the Bankruptcy Court,

the Asbestos Claims would have to be litigated in one or more other courts, and the trustee would need to engage litigation counsel to defend and liquidate those claims. This would likely be time-consuming as well as costly, leaving a far smaller amount of funds to be distributed to claimants.”

Liquidation Analysis at 1.

INTERROGATORY NO. 18: *Do You contend that current holders of Insured Asbestos Claims (i.e., those existing as of the Petition Date) will obtain equal or greater recoveries under the Plan than they would have received under (a) the Plan of Liquidation of Hopeman Brothers, Inc. under Chapter 11 of the Bankruptcy Code, Dkt. No. 56, or (b) a Chapter 7 liquidation? If Your answer is anything [sic] than an unqualified “no,” please state your contention(s) and identify all facts and legal theories on which You rely to support Your contention(s).*

RESPONSE: The Committee objects to this Interrogatory because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege. In addition, the Committee objects to this Interrogatory on the grounds that it is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. Any hypothetical recoveries under Hopeman’s plan of liquidation would be speculative and are irrelevant to the best interests of creditors test.

Subject to and without waiving the foregoing objections, the Committee contends that current holders of Insured Asbestos Claims, if any, will obtain equal or greater recoveries under the Plan than they would in a chapter 7 liquidation. The Committee refers the Chubb Insurers to its responses to Interrogatory No. 9 and Interrogatory No. 17.

INTERROGATORY NO. 19: *Identify the Person(s) responsible for the Reorganized Hopeman Projections attached as Exhibit C to the Disclosure Statement and describe the work performed by each Person in connection with the cash flow forecast set forth therein.*

RESPONSE: The Committee objects to this Interrogatory because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege. Additionally, requiring the Committee to “describe the work performed by each such Advisor” is overbroad, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee answers as follows: Conor Tully, Michael Berkin, William Scheff, and Samuel Andelman of FTI prepared the Projections set forth in Exhibits I and I-1 of the Plan Supplement. Mr. Tully can be made available for deposition on those Projections at the appropriate time.

INTERROGATORY NO. 20: *Describe how holders of Uninsured Asbestos Claims are substantially similar to holders of Insured Asbestos Claims under the Plan and how the Plan’s treatment of Uninsured Asbestos Claims is substantially similar to the Plan’s treatment of Insured Asbestos Claims.*

RESPONSE: The Committee objects to this Interrogatory on the basis that it calls on the Committee to prepare a legal brief before any filing deadline for such briefs.

Subject to and without waiving the foregoing objections, the Committee answers as follows: Insured Asbestos Claims and Uninsured Asbestos Claims are substantially similar because both types of claims are unsecured claims that are based on, arise from, or are attributable to Hopeman’s asbestos torts. Moreover, the proposed treatment of Insured Asbestos Claims and Uninsured Asbestos Claims under the Plan satisfies the requirements of 11 U.S.C. § 1123(a)(4). The Bankruptcy Code does not require precise equality of treatment, only approximate equality. Certain procedural differences do not alone constitute unequal treatment.

REQUEST FOR PRODUCTION NO. 1: *All Documents identified in Your responses to the Chubb Insurers' First Set of Interrogatories, served on You contemporaneously with these Document Requests.*

RESPONSE: The documents identified in the responses above are publicly filed or publicly accessible, and therefore are equally accessible to the Chubb Insurers.

REQUEST FOR PRODUCTION NO. 2: *Documents and Communications relating to the "Restructuring Transactions" referenced in the Plan, including but not limited to the identification of, analysis regarding, and selection of the "low-cost, income-generating business or interest in such business . . . described in Exhibit F" to the Plan, the "investments presentation" prepared by FTI, and the "potential investment opportunities" identified by FTI (see Dkt. No. 630).*

RESPONSE: The Committee objects to this Request because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege. Moreover, this Request is objectionable on the ground that it calls for "Documents and Communications relating to the 'Restructuring Transactions' referenced in the Plan," which is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee refers the Chubb Insurers to the Plan, Exhibits F, I, and I-1 of the Plan Supplement, and the 524(g) Term Sheet (Docket No. 609, Ex. B) ("**524(g) Term Sheet**"). In addition, the Committee understands that the Debtor has produced, or is in the process of producing, to the Chubb Insurers documents and communications relating to the negotiation, drafting, and finalization of the plan term sheets, the Plan, and related documents cited or attached therein during the period of November 29, 2024

(date of execution of the Settlement Term Sheet annexed as Exhibit B to the Agreed Order Continuing Hearing and Deadlines Solely as to Chubb Insurers Settlement Motion, at Docket No. 417) to April 29, 2025 (date of filing of original Plan, at Docket No. 689) (“**Chubb Production**”). The Committee refers the Chubb Insurers to any responsive documents or materials included in the Chubb Production.

REQUEST FOR PRODUCTION NO. 3: *Documents and Communications related to the development of, assumptions regarding, and analysis underlying the Liquidation Analysis attached as Exhibit B to the Disclosure Statement, including all Notes thereto.*

RESPONSE: The Committee objects to this Request because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege. Moreover, this Request is objectionable on the ground that this Request calls for “Documents and Communications related to the development of, assumptions regarding, and analysis underlying the Liquidation Analysis . . . including all Notes thereto,” which is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee refers the Chubb Insurers to the Plan, the DS, the Plan Supplement, the 524(g) Term Sheet, and any responsive documents or materials included in the Chubb Production. The Committee has no non-privileged documents to produce.

REQUEST FOR PRODUCTION NO. 4: *Documents and Communications relating to the “Reorganized Hopeman Projections” attached as Exhibit C to the Disclosure Statement, including but not limited to the “investment memorandum regarding the real estate investment Reorganized Hopeman intends to enter into.”*

RESPONSE: The Committee objects to this Request because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege. Moreover, this Request is objectionable because it calls for “Documents and Communications relating to the ‘Reorganized Hopeman Projections’. . . including but not limited to the ‘investment memorandum regarding the real estate investment Reorganized Hopeman intends to enter into,’” which is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case.

Subject to and without waiving the foregoing objections, the Committee refers the Chubb Insurers to the Plan, Exhibits F, I, and I-1 of the Plan Supplement, the 524(g) Term Sheet, and any responsive documents or materials included in the Chubb Production. The Committee has no non-privileged documents to produce.

REQUEST FOR PRODUCTION NO. 5: *Documents and Communications relating to the selection of Marla Eskin as the Future Claimants’ Representative.*

RESPONSE: The Committee objects to this Request because it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege.

Subject to and without waiving the foregoing objections, the Committee refers the Chubb Insurers to the 524(g) Term Sheet; 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 (Docket No. 688); the Reply in Support of Joint Application of the Debtor and the Official Committee of Unsecured Creditors for an Order Appointing Marla Rosoff Eskin, Esq. as Future Claimants’ Representative (Docket No. 722); the Order Appointing Future Claimants’ Representative (Docket No. 732); the May 13, 2025 hearing transcript; and any responsive

documents or materials included in the Chubb Production. The Committee has no non-privileged documents to produce.

REQUEST FOR PRODUCTION NO. 6: *All Documents that have been or will be reviewed by any witness You intend to call at the Confirmation Hearing, in connection with his or her testimony at the Confirmation Hearing.*

RESPONSE: The Committee objects to this Request on the grounds that “all Documents that have been or will be reviewed by any witness You intend to call at the Confirmation Hearing, in connection with his or her testimony at the Confirmation Hearing” is overbroad, unduly burdensome, and disproportionate to the needs of this case. The Committee also objects to this Request on the basis that it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege.

Subject to and without waiving the foregoing objections, the Committee refers the Chubb Insurers to the Plan, the Plan Supplement, the DS, and the 524(g) Term Sheet.

REQUEST FOR PRODUCTION NO. 7: *All Documents relating to factual observations, analyses, supporting data, calculations or opinions of (a) any expert whom You will or may call as a witness at the Confirmation Hearing or (b) any consulting expert whose opinions, impressions or analyses have been reviewed by any such testifying expert.*

RESPONSE: The Committee objects to this Request on the grounds that “all Documents relating to factual observations, analyses, supporting data, calculations or opinions” is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. Moreover, the Committee objects to the Request on the basis that its scope exceeds the requirements of the Bankruptcy Rules; Bankruptcy Rule 9014(c)(2) provides that Civil Rule 26(a)(2) does not apply in a contested matter unless the court orders otherwise. The Committee also objects to this Request

on the basis that it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege.

Subject to and without waiving the foregoing objections, the Committee refers the Chubb Insurers to the Reorganized Hopeman Projections (Plan Supplement, Exs. I and I-1), the Restructuring Transaction (Plan Supplement, Ex. F), and the Liquidation Analysis (DS, Ex. B).

REQUEST FOR PRODUCTION NO. 8: *Documents and Communications related to potential recoveries from Asbestos Insurance Policies pursuant to the Plan, including, without limitation, (a) Communications between and among Hopeman, the Committee, and the Future Claimants' Representative regarding such recoveries and (b) Documents relating to any evaluation or analysis of whether or how the Plan or Confirmation Order may impact or affect recoveries by the Asbestos Trust and/or holders of Asbestos Claims.*

RESPONSE: The Committee objects to this Request on the grounds that “Documents and Communications related to potential recoveries from Asbestos Insurance Policies pursuant to the Plan, including, without limitation” is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. The Committee also objects to this Request on the basis that it seeks to invade the attorney-client privilege, the work product doctrine, the common interest privilege, and the mediation privilege.

Subject to and without waiving the foregoing objections, the Committee refers the Chubb Insurers to the Liquidation Analysis. The Committee has no other non-privileged documents to produce.

[Signature of counsel appears on following page]

Dated: June 13, 2025

CAPLIN & DRYSDALE, CHARTERED

/s/ Jeffrey A. Liesemer

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Committee of Unsecured Creditors

VERIFICATION

Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury that I, Trey Branham, am authorized and entitled to make this declaration on behalf of the Official Committee of Unsecured Creditors (“**Committee**”), that I have read the foregoing interrogatory answers (“**Interrogatory Answers**”), that the facts and statements contained in the Interrogatory Answers are either within my personal knowledge and are true and correct, or are based upon an investigation by the Committee, and as such are true and correct to the best of my knowledge, information, and belief. I, and the Committee, hereby reserve the right to modify, clarify, or supplement the Interrogatory Answers should new information warrant such modification, clarification, or supplementation.

By: /s/ Trey Branham
Trey Branham

EXHIBIT

A

Policy Begin Date	Policy End Date	Insurer	Policy No.
03/01/1937	03/01/1938	Liberty Mutual Ins. Co.	TBD
03/01/1938	03/01/1939	Liberty Mutual Ins. Co.	TBD
03/01/1939	03/01/1940	Liberty Mutual Ins. Co.	TBD
03/01/1940	03/01/1941	Liberty Mutual Ins. Co.	TBD
03/01/1941	03/01/1942	Liberty Mutual Ins. Co.	TBD
03/01/1942	03/01/1943	Liberty Mutual Ins. Co.	TBD
03/01/1943	03/01/1944	Liberty Mutual Ins. Co.	TBD
03/01/1944	03/01/1945	Liberty Mutual Ins. Co.	TBD
03/01/1945	03/01/1946	Liberty Mutual Ins. Co.	TBD
03/01/1946	03/01/1947	Liberty Mutual Ins. Co.	TBD
03/01/1947	03/01/1948	Liberty Mutual Ins. Co.	TBD
03/01/1948	03/01/1949	Liberty Mutual Ins. Co.	TBD
03/01/1949	03/01/1950	Liberty Mutual Ins. Co.	TBD
03/01/1950	03/01/1951	Liberty Mutual Ins. Co.	TBD
03/01/1951	03/01/1952	Liberty Mutual Ins. Co.	TBD
03/01/1952	03/01/1953	Liberty Mutual Ins. Co.	TBD
03/01/1953	03/01/1954	Liberty Mutual Ins. Co.	TBD
03/01/1954	03/01/1955	Liberty Mutual Ins. Co.	TBD
03/01/1955	03/01/1956	Liberty Mutual Ins. Co.	TBD
03/01/1956	03/01/1957	Liberty Mutual Ins. Co.	TBD
03/01/1957	03/01/1958	Liberty Mutual Ins. Co.	TBD
03/01/1958	03/01/1959	Liberty Mutual Ins. Co.	TBD

Policy Begin Date	Policy End Date	Insurer	Policy No.
03/01/1959	03/01/1960	Liberty Mutual Ins. Co.	LP-1021-300988-39R
03/01/1960	11/07/1960	Liberty Mutual Ins. Co.	LP1-121-207107-30R TD 23
11/07/1960	03/01/1961	Liberty Mutual Ins. Co.	LP1-121-207107-30R TD 23
03/01/1961	03/01/1962	Liberty Mutual Ins. Co.	TBD
03/01/1962	03/01/1963	Liberty Mutual Ins. Co.	TBD
03/01/1963	03/01/1964	Liberty Mutual Ins. Co.	LP1-121-010461- 053R-TD23
03/01/1964	03/01/1965	<i>American Mutual Liability Ins. Co.</i>	<i>CGL 942528-02-4 (MS Only)</i>
03/01/1964	03/01/1965	<i>American Mutual Liability Ins. Co.</i>	<i>CGL 942528-03-4 (MS Only)</i>
03/01/1964	01/01/1965	Liberty Mutual Ins. Co.	LP1-121-010461- 054R-TD23
03/01/1965	03/01/1966	<i>American Mutual Liability Ins. Co.</i>	<i>CGL 942528-02-5 (MS Only)</i>
01/01/1965	01/01/1966	Liberty Mutual Ins. Co.	LP1-121-010461- 185R
01/29/1965	01/01/1966	Travelers Indemnity Co.	CUP 2669174
01/29/1965	01/01/1966	Insurance Co. of North America (INA)	XBC 1818
03/01/1966	03/01/1967	<i>American Mutual Liability Ins. Co.</i>	<i>CGL 942528-02-6-E (MS Only)</i>
01/01/1966	01/01/1967	Liberty Mutual Ins. Co.	LP1-121-010461- 186R
01/01/1966	01/01/1967	Travelers Indemnity Co.	CUP 2669174
01/01/1966	01/01/1967	Insurance Co. of North America (INA)	XBC 1818
03/01/1967	03/01/1968	<i>American Mutual Liability Ins. Co.</i>	<i>BLPL 942528-02-7-E (MS Only)</i>
01/01/1967	01/01/1968	Liberty Mutual Ins. Co.	LP1-121-010461- 187R
01/01/1967	01/01/1968	Travelers Indemnity Co.	CUP 2669174
01/01/1967	01/01/1968	Insurance Co. of North America (INA)	XBC 1818
03/02/1967	03/02/1968	Lloyd's & London Market Cos.	560 CU 7631

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1968	01/01/1969	Liberty Mutual Ins. Co.	LG1-121-010461-188R
01/01/1968	02/14/1968	Travelers Indemnity Co.	CUP 2669174
01/01/1968	02/29/1968	Insurance Co. of North America (INA)	XBC 1818
02/14/1968	02/14/1969	Lloyd's & London Market Cos.	560 CU 8736
02/14/1968	02/14/1969	Lloyd's & London Market Cos.	560 CU 8737
02/14/1968	02/14/1969	Lloyd's & London Market Cos.	560 CU 8743
02/14/1968	02/14/1969	Insurance Co. of North America (INA)	XBC 41712
03/02/1968	03/02/1969	Lloyd's & London Market Cos.	560 CU 7631
03/01/1969	03/01/1970	<i>American Mutual Liability Ins. Co.</i>	<i>BLPL 942528-02-9-E (MS Only)</i>
01/01/1969	01/01/1970	Liberty Mutual Ins. Co.	LG1-121-010461-189R
02/14/1969	02/14/1970	Lloyd's & London Market Cos.	560 CU 8736
02/14/1969	02/14/1970	Lloyd's & London Market Cos.	560 CU 8737
02/14/1969	02/14/1970	Lloyd's & London Market Cos.	560 CU 8743
02/14/1969	02/14/1970	Insurance Co. of North America (INA)	XBC 41712
03/02/1969	03/02/1970	Lloyd's & London Market Cos.	560 CU 7631
03/02/1970	04/02/1970	Lloyd's & London Market Cos.	560 CU 7631
03/01/1970	03/01/1971	<i>American Mutual Liability Ins. Co.</i>	<i>BLPL 942528-02-0-E (MS Only)</i>
01/01/1970	01/01/1971	Liberty Mutual Ins. Co.	LG1-121-010461-180R
02/14/1970	02/14/1971	Lloyd's & London Market Cos.	560 CU 8736
02/14/1970	02/14/1971	Lloyd's & London Market Cos.	560 CU 8737
02/14/1970	02/14/1971	Lloyd's & London Market Cos.	560 CU 8743
02/14/1970	02/14/1971	Insurance Co. of North America (INA)	XBC 41712

Policy Begin Date	Policy End Date	Insurer	Policy No.
02/14/1971	03/14/1971	Insurance Co. of North America (INA)	XBC 41712
04/02/1970	04/02/1971	Lloyd's & London Market Cos.	CX 2946
04/02/1970	04/02/1971	Lloyd's & London Market Cos.	K 22908
04/02/1970	04/02/1971	<i>Employers Surplus Lines (ESLIC)</i>	<i>S-16-09584</i>
03/01/1971	03/01/1972	<i>American Mutual Liability Ins. Co.</i>	<i>BLPL 942528-02-1-E (MS Only)</i>
01/01/1971	01/01/1972	Liberty Mutual Ins. Co.	LG1-121-010461-181R
02/14/1971	03/14/1971	Lloyd's & London Market Cos.	560 CU 8736
02/14/1971	03/14/1971	Lloyd's & London Market Cos.	560 CU 8737
02/14/1971	03/14/1971	Lloyd's & London Market Cos.	560 CU 8743
03/14/1971	03/14/1972	<i>Home Indemnity Co.</i>	<i>HEC 9793669</i>
03/14/1971	03/14/1972	Insurance Co. of North America (INA)	XCP 3721
04/02/1971	04/02/1972	Lloyd's & London Market Cos.	CX 2946
04/02/1971	04/02/1972	Lloyd's & London Market Cos.	K 22908
04/02/1971	04/02/1972	<i>Employers Surplus Lines (ESLIC)</i>	<i>S-16-09584</i>
03/01/1972	03/01/1973	<i>American Mutual Liability Ins. Co.</i>	<i>BLPL 942528-02-2-E (MS Only)</i>
01/01/1972	01/01/1973	Liberty Mutual Ins. Co.	LG1-121-010461-182R
03/14/1972	03/14/1973	<i>Home Indemnity Co.</i>	<i>HEC 9793669</i>
03/14/1972	03/14/1973	Insurance Co. of North America (INA)	XCP 3721
04/02/1972	04/02/1973	Lloyd's & London Market Cos.	CX 2946
04/02/1972	04/02/1973	Lloyd's & London Market Cos.	K 22908
04/02/1972	09/01/1972	<i>Employers Surplus Lines (ESLIC)</i>	<i>S-16-09584</i>
09/01/1972	04/02/1973	Unigard Mutual Ins. Co. n/k/a Providence Washington Ins. Co.	GL 26-9655
03/01/1973	03/01/1974	<i>American Mutual Liability Ins. Co.</i>	<i>BLPL 942528-02-3-E (MS Only)</i>

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1973	01/01/1974	Liberty Mutual Ins. Co.	LG1-121-010461-183R
03/14/1973	03/14/1974	<i>Home Indemnity Co.</i>	<i>HEC 9793669</i>
03/14/1973	03/14/1974	Insurance Co. of North America (INA)	XCP 3721
04/02/1973	04/02/1974	Insurance Co. of North America (INA)	XCP 3914
01/01/1974	01/01/1975	Liberty Mutual Ins. Co.	LG1-121-010461-154 (unknown state)
01/01/1974	01/01/1975	Liberty Mutual Ins. Co.	LG1-121-010461-184R
03/14/1974	03/14/1975	Liberty Mutual Ins. Co.	LE1-121-010461-314R
03/14/1974	03/14/1975	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 541 WCA
04/02/1974	04/02/1975	Insurance Co. of North America (INA)	XCP 3914
03/14/1974	03/14/1975	St. Paul Fire & Marine Ins. Co.	590 XA 6116
03/14/1974	03/14/1975	Unigard Mutual Ins. Co. n/k/a Providence Washington Ins. Co.	GL 1-5103
03/14/1974	03/14/1975	<i>Lumbermens Mutual Cas. Co.</i>	<i>4SX 010 215</i>
03/14/1974	03/14/1975	<i>Midland Ins. Co.</i>	<i>XL 11107055274-5</i>
03/28/1974	03/14/1975	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 542 WCA
03/28/1974	03/14/1975	Fireman's Fund Ins. Co.	XLX 120 26 81
03/28/1974	03/14/1975	<i>Home Indemnity Co.</i>	<i>HEC 4 49 56 47</i>
03/28/1974	03/14/1975	<i>Midland Ins. Co.</i>	<i>XL 1110170529 74-3</i>
03/28/1974	03/14/1975	<i>Mission Ins. Co.</i>	<i>M 81707</i>
01/01/1975	01/01/1976	Liberty Mutual Ins. Co.	LG1-121-010461-185R
03/14/1975	03/14/1976	Liberty Mutual Ins. Co.	LE1-121-010461-314R
03/14/1975	03/14/1976	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 541 WCA

Policy Begin Date	Policy End Date	Insurer	Policy No.
04/02/1975	04/02/1976	Insurance Co. of North America (INA)	XCP 3914
03/14/1975	03/14/1976	St. Paul Fire & Marine Ins. Co.	590 XA 6116
03/14/1975	10/30/1975	Unigard Mutual Ins. Co. n/k/a Providence Washington Ins. Co.	GL 1-5103
10/30/1975	03/14/1976	<i>Home Indemnity Co.</i>	<i>HEC 9006897</i>
03/14/1975	03/14/1976	<i>Lumbermens Mutual Cas. Co.</i>	<i>4SX 010 215</i>
03/14/1975	03/14/1976	<i>Midland Ins. Co.</i>	<i>XL 11107055274-5</i>
03/14/1975	03/14/1976	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 542 WCA
03/14/1975	03/14/1976	Fireman's Fund Ins. Co.	XLX 120 26 81
03/14/1975	03/14/1976	<i>Home Indemnity Co.</i>	<i>HEC 4 49 56 47</i>
03/14/1975	03/14/1976	<i>Midland Ins. Co.</i>	<i>XL 1110170529 74-3</i>
03/14/1975	03/14/1976	<i>Mission Ins. Co.</i>	<i>M 81707</i>
01/01/1976	01/01/1977	Liberty Mutual Ins. Co.	LG1-121-010461-186
03/14/1976	01/01/1977	Liberty Mutual Ins. Co.	LE1-121-010461-314R
03/14/1976	03/14/1977	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 541 WCA
04/02/1976	03/14/1977	Insurance Co. of North America (INA)	XCP 3914
03/14/1976	03/14/1977	St. Paul Fire & Marine Ins. Co.	590 XA 6116
10/30/1975	03/14/1977	<i>Home Indemnity Co.</i>	<i>HEC 9006897</i>
03/14/1976	03/14/1977	<i>Lumbermens Mutual Cas. Co.</i>	<i>4SX 010 215</i>
03/14/1976	03/14/1977	<i>Midland Ins. Co.</i>	<i>XL 11107055274-5</i>
03/14/1976	03/13/1977	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 542 WCA
03/14/1976	03/14/1977	Fireman's Fund Ins. Co.	XLX 120 26 81
03/14/1976	03/14/1977	<i>Home Indemnity Co.</i>	<i>HEC 4 49 56 47</i>
03/14/1976	03/14/1977	<i>Midland Ins. Co.</i>	<i>XL 1110170529 74-3</i>
03/14/1976	03/14/1977	<i>Mission Ins. Co.</i>	<i>M 81707</i>

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1977	01/01/1978	Liberty Mutual Ins. Co.	LG1-121-010461-157 (unknown state)
01/01/1977	01/01/1978	Liberty Mutual Ins. Co.	LG1-121-010461-187
01/01/1977	01/01/1978	Liberty Mutual Ins. Co.	LE1-121-010461-317
03/14/1977	01/01/1978	Lloyd's & London Market Cos.	212103300
03/14/1977	01/01/1978	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM052733
03/14/1977	01/01/1978	Lloyd's & London Market Cos.	212103400
03/14/1977	01/01/1978	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	TBD
03/14/1977	01/01/1978	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 1320 WCA
03/14/1977	01/01/1978	Insurance Co. of North America (INA)	XCP 12358
03/14/1977	01/01/1978	<i>Home Indemnity Co.</i>	<i>HEC 9530970</i>
03/14/1977	01/01/1978	First State Ins. Co.	924420
03/18/1977	01/01/1978	Lloyd's & London Market Cos.	212103500
03/14/1977	01/01/1978	Lloyd's & London Market Cos.	212103600
03/14/1977	01/01/1978	Fireman's Fund Ins. Co.	XLX 126 72 63
03/14/1977	01/01/1978	<i>Home Indemnity Co.</i>	<i>HEC 9530969</i>
03/14/1977	01/01/1978	<i>Mission Ins. Co.</i>	<i>M836562</i>
01/01/1978	01/01/1979	Liberty Mutual Ins. Co.	LG1-121-010461-158 (unknown state)
01/01/1978	01/01/1979	Liberty Mutual Ins. Co.	LG1-121-010461-188
01/01/1978	01/01/1979	Liberty Mutual Ins. Co.	LE1-121-010461-318
01/01/1978	01/01/1979	Lloyd's & London Market Cos.	212185900

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1978	01/01/1979	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM053841
01/01/1978	01/01/1979	Lloyd's & London Market Cos.	212186000
01/01/1978	01/01/1979	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM053941
01/01/1978	01/01/1979	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 1621 WCA
01/01/1978	01/01/1979	Insurance Co. of North America (INA)	XCP 14304
01/01/1978	01/01/1979	First State Ins. Co.	926093
01/01/1978	01/01/1979	<i>Pine Top</i>	<i>MLP 10 00 50</i>
01/01/1978	01/01/1979	Lloyd's & London Market Cos.	212186100
01/01/1978	01/01/1979	Lloyd's & London Market Cos.	212186200
01/01/1978	01/01/1979	Fireman's Fund Ins. Co.	XLX 121 86 28
01/01/1978	01/01/1979	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 1622 WCA
01/01/1978	01/01/1979	<i>Mission Ins. Co.</i>	<i>M836562</i>
01/01/1979	01/01/1980	Liberty Mutual Ins. Co.	LG1-121-010461-189
01/01/1979	01/01/1980	Liberty Mutual Ins. Co.	LE1-121-010461-319
01/01/1979	01/01/1980	Lloyd's & London Market Cos.	212252200
01/01/1979	01/01/1980	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM055286
01/01/1979	01/01/1980	Lloyd's & London Market Cos.	212252300

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1979	01/01/1980	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	TBD
01/01/1979	01/01/1980	Insurance Co. of North America (INA)	XCP 143410
01/01/1979	01/01/1980	First State Ins. Co.	927608
01/01/1979	01/01/1980	<i>Transit Casualty</i>	<i>SCU 955039</i>
01/01/1979	01/01/1980	Lloyd's & London Market Cos.	212252400
01/01/1979	01/01/1980	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	TBD
01/01/1979	01/01/1980	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 2077 WCA
01/01/1979	01/01/1980	Fireman's Fund Ins. Co.	XLX 136 94 43
01/01/1979	01/01/1980	Lloyd's & London Market Cos.	212252500
01/01/1979	01/01/1980	<i>Mission Ins. Co.</i>	<i>M848123</i>
01/01/1979	01/01/1980	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 2096 WCA
01/01/1979	01/01/1980	Fireman's Fund Ins. Co.	XLX 136 94 44
01/01/1979	01/01/1980	Insurance Co. of North America (INA)	XCP 143410
01/01/1979	01/01/1980	<i>Midland Ins. Co.</i>	<i>XL 160297</i>
01/01/1979	01/01/1980	<i>Transit Casualty</i>	<i>SCU 955069</i>
01/01/1980	01/01/1981	Liberty Mutual Ins. Co.	LG1K-121-010461-180
01/01/1980	01/01/1981	Liberty Mutual Ins. Co.	LE1-121-010461-310
01/01/1980	01/01/1981	Lloyd's & London Market Cos.	83008000

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1980	01/01/1981	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM056135
01/01/1980	01/01/1981	Lloyd's & London Market Cos.	83008100
01/01/1980	01/01/1981	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM056136
01/01/1980	01/01/1981	Insurance Co. of North America (INA)	XCP 143696
01/01/1980	01/01/1981	First State Ins. Co.	929219
01/01/1980	01/01/1981	<i>Transit Casualty</i>	<i>SCU 955387</i>
01/01/1980	01/01/1981	Lloyd's & London Market Cos.	830008200
01/01/1980	01/01/1981	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM056145
01/01/1980	01/01/1981	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 2459 WCA
01/01/1980	01/01/1981	Fireman's Fund Ins. Co.	XLX 1372351
01/01/1980	01/01/1981	Lloyd's & London Market Cos.	830008300
01/01/1980	01/01/1981	<i>Mission Ins. Co.</i>	<i>M856085</i>
01/01/1980	01/01/1981	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 2460 WCA
01/01/1980	01/01/1981	Fireman's Fund Ins. Co.	XLX 1372352
01/01/1980	01/01/1981	Insurance Co. of North America (INA)	XCP 143696
01/01/1980	01/01/1981	<i>Midland Ins. Co.</i>	<i>XL 706556</i>
01/01/1980	01/01/1981	<i>Transit Casualty</i>	<i>SCU 955388</i>
01/01/1981	01/01/1982	Liberty Mutual Ins. Co.	LG1-121-010461-181

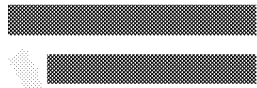
Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1981	01/01/1982	Liberty Mutual Ins. Co.	LE1-121-010461-311
01/01/1981	01/01/1982	Lloyd's & London Market Cos.	820042300
01/01/1981	01/01/1982	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM052733
01/01/1981	01/01/1982	Lloyd's & London Market Cos.	820042400
01/01/1981	01/01/1982	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM057301
01/01/1981	01/01/1982	Insurance Co. of North America (INA)	XCP 143696
01/01/1981	01/01/1982	First State Ins. Co.	930870
01/01/1981	01/01/1982	<i>Transit Casualty</i>	<i>SCU 955788</i>
01/01/1981	01/01/1982	Lloyd's & London Market Cos.	820042500
01/01/1981	01/01/1982	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM058545
01/01/1981	01/01/1982	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 2866 WCA
01/01/1981	01/01/1982	Fireman's Fund Ins. Co.	XLX 1373064
01/01/1981	01/01/1982	Lloyd's & London Market Cos.	820042600
01/01/1981	01/01/1982	<i>Mission Ins. Co.</i>	<i>M871503</i>
01/01/1981	01/01/1982	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 2867 WCA
01/01/1981	01/01/1982	Fireman's Fund Ins. Co.	XLX 1373065
01/01/1981	01/01/1982	Insurance Co. of North America (INA)	XCP 143696
01/01/1981	01/01/1982	<i>Midland Ins. Co.</i>	<i>XL 723739</i>

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1981	01/01/1982	<i>Transit Casualty</i>	<i>SCU 955789</i>
01/01/1982	01/01/1983	Liberty Mutual Ins. Co.	LG1-121-010461-182
01/01/1982	01/01/1983	Liberty Mutual Ins. Co.	LE1-121-010461-312
01/01/1982	01/01/1983	Lloyd's & London Market Cos.	820074500
01/01/1982	01/01/1983	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM058543
01/01/1982	01/01/1983	Lloyd's & London Market Cos.	820074600
01/01/1982	01/01/1983	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM058544
01/01/1982	01/01/1983	Insurance Co. of North America (INA)	XCP 144541
01/01/1982	01/01/1983	First State Ins. Co.	933230
01/01/1982	01/01/1983	<i>Transit Casualty</i>	<i>SCU 956117</i>
01/01/1982	01/01/1983	<i>Mission Ins. Co.</i>	<i>M884674</i>
01/01/1982	01/01/1983	Lloyd's & London Market Cos.	820074700
01/01/1982	01/01/1983	Arkwright Mutual Ins. Co. as successor to Arkwright-Boston Manufacturers Mutual Ins. Co.	MM058545
01/01/1982	01/01/1983	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 3236 WCA
01/01/1982	01/01/1983	Fireman's Fund Ins. Co.	XLX 1484989
01/01/1982	01/01/1983	Lloyd's & London Market Cos.	820074800
01/01/1982	01/01/1983	<i>Mission Ins. Co.</i>	<i>M884645</i>
01/01/1982	01/01/1983	Aetna Casualty & Surety Co. n/k/a Travelers Casualty & Surety Co.	01 XN 3237 WCA

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1982	01/01/1983	Fireman's Fund Ins. Co.	XLX 1484988
01/01/1982	01/01/1983	Insurance Co. of North America (INA)	XCP 144541
01/01/1982	01/01/1983	<i>Midland Ins. Co.</i>	<i>XL 724758</i>
01/01/1982	01/01/1983	<i>Transit Casualty</i>	<i>SCU 956118</i>
01/01/1983	01/01/1984	Liberty Mutual Ins. Co.	LG1-121-010461-183
01/01/1983	01/01/1984	International Ins. Co.	523 183058 1
01/01/1983	01/01/1984	<i>Mutual Fire, Marine and Inland Ins. Co.</i>	<i>EL 070020</i>
01/01/1983	01/01/1984	Zurich American Ins. Co. of IL	SXL8129215
01/01/1983	01/01/1984	American Centennial Ins. Co. n/k/a Berkshire Hathaway Direct Ins. Co.	CC 007630
01/01/1983	01/01/1984	<i>Integrity Ins.</i>	<i>XL 3000782</i>
01/01/1983	01/01/1984	Atlanta International Ins. Co. n/k/a Wellfleet New York Ins. Co.	XL 05311
01/01/1983	01/01/1984	<i>Ambassador Ins.</i>	<i>ELP 001939</i>
01/01/1983	01/01/1984	Hartford Accident & Indemnity Co.	14XS102968
01/01/1983	01/01/1984	Twin City Fire Ins. Co.	TXS102551
01/01/1983	01/01/1984	<i>Royal Ins.</i>	<i>ED 102163</i>
01/01/1983	01/01/1984	<i>Home Indemnity Co.</i>	<i>HEC 9903629</i>
01/01/1983	01/01/1984	Fireman's Fund Ins. Co.	XLX 1533350
01/20/1983	01/01/1984	Safety Mutual Casualty Corp. n/k/a Safety National Casualty Corp.	UF1472VA
01/01/1984	01/01/1985	Liberty Mutual Ins. Co.	LG1-121-010461-184
01/01/1984	01/01/1985	International Ins. Co.	523 311185 7
01/01/1984	01/01/1985	Insurance Co. of North America (INA)	XCP 145717
01/01/1984	01/01/1985	<i>Integrity Ins.</i>	<i>XL 500226</i>
01/01/1984	01/01/1985	<i>Home Indemnity Co.</i>	<i>HXL 1574411</i>
01/01/1984	01/01/1985	Twin City Fire Ins. Co.	TXS103082

Policy Begin Date	Policy End Date	Insurer	Policy No.
01/01/1984	03/20/1984	Atlanta International Ins. Co. n/k/a Wellfleet New York Ins. Co.	TBD
01/01/1984	01/01/1985	<i>Western Employers</i>	<i>EX10018415085</i>
01/01/1984	01/01/1985	Hartford Accident & Indemnity Co.	14XS103690
01/01/1984	01/01/1985	Fireman's Fund Ins. Co.	XLX 1533343
01/01/1984	01/01/1985	Safety Mutual Casualty Corp. n/k/a Safety National Casualty Corp.	UF1688VA
01/01/1984	01/01/1985	<i>Royal Ins.</i>	<i>RED 102225</i>
01/01/1985	01/01/1986	Liberty Mutual Ins. Co.	LG1-121-010461-185
01/01/1986	01/01/1987	Liberty Mutual Ins. Co.	LG1-121-010461-186
01/01/1987	01/01/1988	Liberty Mutual Ins. Co.	LG1-121-010461-187
01/01/1988	01/01/1989	Liberty Mutual Ins. Co.	TB1-121-010461-188

EXHIBIT 8 to DECLARATION OF LESLIE A. DAVIS



Presentation to Hopeman Brothers, Inc.

Evaluation of Potential Ongoing Business
Investments Under Section 524(g) of the
Bankruptcy Code

Investment Structures

FTI evaluated 5 passive real estate investment structures with the potential for long-term growth and consistent income streams. While there are numerous legal structures that could be considered, the DST and LP investment structures had certain attributes that appear most suitable for the Hopeman Trust.

- 1 **Delaware Statutory Trust (DST):** Legal entity that allows for fractional ownership of real estate by investors without being directly responsible for management.
 - 2 **Limited Partner Investment (LP):** Direct ownership position in an existing real estate project. Offering passive income with the duties of managing all aspects of the day-to-day operations handled by the General Partner (GP).
 - 3 **Triple Net Lease (NNN):** Commercial real estate lease agreement whereby the tenant is responsible for covering rent and all additional costs relating to property taxes, insurance, and maintenance.
 - 4 **Private Real Estate Investment Trust (REIT):** Investment vehicle that owns income-generating real estate. Private REITs are not publicly traded (i.e., listed on major stock exchanges), making them less accessible to the general public.
 - 5 **Tenancy in Common (TIC) Property:** Shared ownership investment structure, whereby multiple investors hold fractional interests in a property (i.e., investors pool funds to buy real estate while maintaining individual ownership).
- DSTs and LPs seem to be the most optimal structures for Hopeman's ongoing business due to following factors:
- Limited Liability – Any potential liability is limited to the initial investment amount;
 - Relatively minimal upfront investment amount – typical investment size of \$150,000;
 - Reasonable rate of return and consistent stream of annual cash flow distributions;
 - Outsourcing of all property management and administrative functions (i.e., passive investment);
 - Relatively extended investment horizon without need to reinvest (typical time horizon of 5 - 10 years); and
 - In the case of LP structure, precedent 524(g) transactions (e.g., Yarway) that utilized this structure.

Investment Sectors (Real Estate)

Multifamily and CRE investments are optimal for Hopeman because they commonly generate a predictable income stream from rent payments, offer a diversified lease portfolio (Multifamily) or ability to assess tenant credit rating (high-quality CRE), while outsourcing the property management responsibilities.

- A Multifamily:** Direct investment in properties with multiple units without actively managing the property or being involved in its day-to-day operations.
 - B Commercial Real Estate (CRE):** Non-residential properties used for business or land that generate income for an investor through rent or capital gains.
 - C Land:** Involves buying agricultural land, leasing it out to a farmer for crop cultivation, and earning income through rent payments while benefiting from the land's appreciation.
 - D Self Storage:** Invest funds in self storage facilities and earn a return by income from rental fees from tenants, with minimal active involvement in day-to-day operations.
 - E Retail:** Investment in commercial properties where income is generated through rental payments from tenants or businesses occupying the space.
 - F Industrial:** Industrial real estate is a subset of commercial real estate and includes manufacturing, distribution, and research facilities.
- Multifamily and CRE investments shift the burden of property management away from the investor and provide cash flow growth via increasing occupancy rate and average rent.
 - Investors can experience tax benefits by capitalizing on deductions related to mortgage interest and depreciation.
 - Multifamily offers certain advantages of diversification with a portfolio of hundreds of tenant and leases that renew throughout the year, thereby reducing the risk of a significant credit event that may result from a single tenant situation.
 - CRE investments can be made with sophisticated businesses to reduce the risk of non-payment, vacancy, and need for additional capital for maintenance and damages.

Identifying DST / LP Sponsors & Investments

FTI spoke to various Real Estate professionals including the FTI Real Estate Group and received a listing of numerous real estate investment sponsors. After reaching out to some of the below parties, FTI has reviewed private placement memorandums (“PPMs”) for each of the proposed investment offerings.



**1031
Crowdfunding**

[\(Link\)](#)



Capital Square

[\(Link\)](#)



**Avid Realty
Partners**

[\(Link\)](#)



**Cove Capital
Investments**

[\(Link\)](#)



REIT Funding

[\(Link\)](#)



**Cornerstone
Real Estate**

[\(Link\)](#)

1 A DST Offering – CS1031 Tapestry West

2031 Maywill Street, Richmond, VA

FTI reviewed the PPM for a DST investment with Capital Square in a 262-unit multifamily apartment complex – 197,548 rentable square feet – built in 2022.

- In August 2022, the DST was formed for the purpose of acquiring the CS1031 Tapestry West property for \$91,700,000, with total investment costs of \$105,687,000.
- The property has an average unit size and monthly rent of 754 square feet and \$1,804, respectively.
- The property is secured by a \$45,000,000, 4.95% fixed rate loan that has 10-year initial maturity date.
- Occupancy is ~83% as of September 2023, with projected 10-year occupancy of 98% within the property submarket.
 - This is unfavorable relative to the last forecast showing ~90% occupancy projected in 2022.
- Investors can expect to receive monthly cash distributions.
- Projected annual rent growth of approximately 6% and 5% over the next 5 and 10 years, respectively.
- Population in the 5-mile radius of the property is projected to grow by nearly 6% in the next 5 years.



Minimum Investment¹:	\$87,071
Suggested Investment:	\$175,000
Loan-to-Value (LTV) Ratio:	49%

7% IRR²

4% Cash Flow

¹ The minimum purchase is a 0.08238% interest, or \$87,071 (comprised of \$50,000 of equity and \$37,071 of estimated debt).

² The IRR is based on a 10-year disposition analysis assuming a 4.5% terminal cap rate.

1 A DST Offering – The Parker at the University of Arizona

947 North Park Avenue, Tucson, AZ

FTI spoke with 1031 Crowdfunding about and reviewed the PPM for a DST investment in a 130-unit student housing complex – 180,672 rentable square feet – built in 2021.

- The DST acquired the property in March 2024 for a purchase price of \$132,500,000.
- The property is secured by a mortgage obtained from Northwestern Mutual Life Insurance Company in May 2024 in the principal amount of \$68,000,000.
 - The loan has a maturity of 10 years (June 2034) and fixed annual interest of 5.4%.
- As of May 2024, the property was 99% leased, and as of June 2024, the property was 87% pre-leased for the 2024 - 2025 school year.
 - 94% historical market occupancy as of fall 2023.
- The property is managed by Core Campus, one of the country's most experienced and prominent student housing operators and developers.
- Investors in the DST are entitled to monthly cash distributions.
- The University of Arizona received a record number of first year applications (56,200) for the 2023 - 2024 school year and anticipates 5-year enrollment increases.



Minimum Investment:	\$250,000
Suggested Investment:	\$250,000
Loan-to-Value (LTV) Ratio:	47%

5% IRR

4% Cash Flow

2 A LP Offering – The Pines at Woodcreek

21021 Aldine Westfield Road, Humble, TX

Last Thursday (1/30), FTI met with Avid Realty Partners to review an LP investment opportunity in a 330-unit garden style multifamily apartment complex – 273,000 rentable square feet – built in 2015.

- In December 2024, the LLC was formed for the purpose of acquiring the Pines at Woodcreek for \$50,700,000, with total investment costs of \$54,800,000.
- The offering end date is December 31, 2025, but interests could be filled much sooner.
- The property is secured by a 10-year agency loan with Freddie Mac, with 5 years of interest-only payments.
 - Opportunity to supplement existing loan with additional mortgages to replace preferred equity.¹
- Investors are paid quarterly through an investor portal in accordance with AHC regulations.
- Current monthly rents for the property of approximately \$1,220 with plans to increase to \$1,480 / \$1,500 over the next 5 years to drive potential returns.
- The property has a current occupancy rate of 96%.
- Property turnover is approximately 40% per year, with an average renter term of 2.5 years.



Minimum Investment:	\$50,000
Suggested Investment:	\$150,000
Loan-to-Value (LTV) Ratio:	65%

18% IRR²

10% Cash Flow

¹ Tryperion Capital is providing \$7,000,000 of soft Preferred Equity at an all-in interest rate of 15%.

² The IRR is based on a 5-year disposition analysis assuming a 6.3% terminal cap rate.

Ranking of Potential Investment

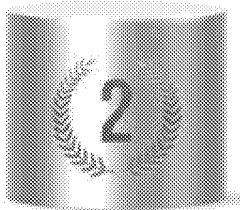
Following evaluation of each offering, FTI ranked the investments from most-to-least favorable based on (i) key deal metrics and (ii) section 524(g) precedent.

The Pines at Woodcreek



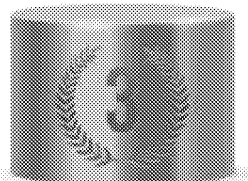
- **Precedent:** The LP structure has been successfully utilized in other 524(g) cases, such as Yarway.
- **Rent Growth:** Rents have grown 16% since Avid's acquisition of the property in 2019.
- **Occupancy:** The property's 96% occupancy rate supports solid income generation.
- **Tax Abatement:** Zero ground rent payment and 90% property tax abatement immediately at recapitalization.
- **Industrial Park:** 153-acre industrial park set to open across the street from the property, implying improved housing demand via new jobs.

The Parker at U of A



- **Occupancy:** The property has maintained consistently high occupancy rates of over 94% since 2023.
- **College Campus:** The property's central campus location and the University's projected enrollment growth drive high demand for off-campus housing.
- **Property Management:** Core Campus, a premier operator of student housing properties, oversees all daily operations of the property.
- **Low Risk:** The low LTV ratio of 47% indicates investment stability as there is less debt to repay.

Tapestry West



- **Recent Construction:** Mitigates potential liabilities from use of outdated building materials and practices.
- **Regional Growth:** Newly constructed LEGO factory set to open in 2025 is expected to bolster economic and population growth.
- **Occupancy:** Occupancy has been unfavorable against projections.

EXHIBIT 9 to DECLARATION OF LESLIE A. DAVIS

Discussion Points on Hopeman Brothers, Inc. Liquidation Analysis

- Notes 1 -3 - Comparison Dates. Why compare the outcomes under chapter 11 and chapter 7 as of different dates? The analysis should compare the alternatives as of the proposed effective date of the plan. Section 1129(a)(7)(ii) dictates this by requiring non-accepting holders of claims or interests to “receive or retain under the plan on account of such claim or interest property of a value, as of the effective date of the plan, that is not less than the amount that such holder would so receive or retain if the debtor were liquidated under chapter 7 of this title on such date”.
- Notes 5-7. No concerns.
- Note 6 – Resolute Settlement. If the appeals of the Resolute settlement are dismissed shortly after approval of the term sheet, hopefully on March 5, the insurers have up to 45 days to pay the settlement amount. Perhaps it is safer to state that the proceeds should be available between to the estate in March or April 2025. The date should not impact the analysis.
- Note 7 and Analysis after Note 16 - Claimant Recoveries. Missing from the analysis is the ultimate outcome we believe the Debtor and creditors need to see, which is that claimants may fare better under the 524(g) plan. We think that requires the liquidation analysis to include an assumption regarding the net recoveries that will come from claims against the reorganized debtors recovered from insurance coverage, whether through individual claims or trust settlements, not just from what is left to contribute to the 524(g) trust in the Assets Available for Asbestos Claims line, particularly since the term sheet currently does not contemplate using those funds immediately to pay claimants.
 - Chapter 11. Recoveries in chapter 11 should be estimated for amount claimants can recover themselves from insurers and any net recovery value expected (after deducting contingency fees for coverage counsel) in a trust settlement. These do not have to be precise and can be qualified. These could also be stated as one collective number, estimated to be in excess of a particular sum.
 - Chapter 7. Presumably, in a chapter 7, only existing creditors with diseases as of a bar date would recover sums from the estate, and only claimants with direct action rights would have a right to sue insurers in lieu of the debtor. There would be no reorganized debtor to sue, so expected claimant recoveries would be less. The Debtor believes we need the Committee’s estimate of claimant recoveries for comparison against the chapter 11 estimate.
- Note 8 - Professional Fee Administrative Expenses. The administrative expenses to be incurred to get to the effective date should be the same (or nearly the same) under either the chapter 11 or chapter 7 scenario because the proponents of the plan would be incurring the fees to prepare and prosecute the plan through confirmation, even if confirmation were to be denied. The only savings would come from not incurring costs after the confirmation and prior to the effective date in a non-confirmed plan.

- Note 9 - Ongoing Business Investment. The \$350,000 investment (or whatever amount it is) should be an asset in the form of the investment that has come out of the Cash or the Resolute Settlement Proceeds, but it should not be a deduction from what ultimately is available to claimants. If it is going to be listed as an administrative expense, shouldn't there be a corresponding credit in the Asset section so that it is a net zero to the estate?
- Notes 10 -13. No concerns.
- Note 14 - Chapter 7 Litigation Costs. In the chapter 7 scenario, if the chapter 7 trustee does not reach agreements on all of the unresolved claims, those would need to be resolved outside of the bankruptcy court since the bankruptcy court cannot resolve bodily injury claims under 28 U.S.C. § 157(b). Without an approved trust distribution procedure as part of a plan, resolution of those claims would be more expensive than the estimate in the Debtor's filed Disclosure Statement, which contemplated allowing and paying claims fixed amounts under the proposed Liquidating Trust Procedures.
- Note 15 – GUCs. Why not just use the scheduled amounts for GUC claims, reserving all rights?
- Note 16 - Asbestos Claims. With appropriate reservations in the Note, why not use the numbers (or a range of numbers) from either the reports of the Committee's expert or the Debtor's expert in estimating the claims as of the petition date for the Chapter 7 trustee and use the Committee's expert numbers for the claims expected during period to be covered by the 524(g) trust?
- Assets Available for Asbestos Claims. The chapter 11 number on the bottom row of the analysis is not anticipated to be distributed to claimants under the proposed 524(g) term sheet, although the chapter 7 number would be in that alternative scenario. This is the reason we believe the asbestos claims and Claimant Recoveries analysis, mentioned above, is very important.