

HUNTON ANDREWS KURTH LLP

Joseph P. Rovira (admitted *pro hac vice*)
Catherine A. Rankin (admitted *pro hac vice*)
600 Travis Street, Suite 4200
Houston, Texas 77002
Telephone: (713) 220-4200

HUNTON ANDREWS KURTH LLP

Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219
Telephone: (804) 788-8200

Counsel for Debtor and Debtor in Possession

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

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

**OMNIBUS OBJECTION TO MOTIONS TO ADJOURN
PLAN CONFIRMATION HEARING AND RELATED DEADLINES**

Hopeman Brothers, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor”), hereby submits this omnibus objection (the “Objection”) to (i) the *Chubb Insurers’ Motion to Adjourn Plan Confirmation Hearing and Related Deadlines* [Docket No. 882] (the “Chubb’s Motion to Adjourn”) filed by Century Indemnity Company and Westchester Fire Insurance Company (together, the “Chubb Insurers”), (ii) *Travelers’ Joinder to Chubb Insurers’ Motion to Adjourn Plan Confirmation Hearing and Related Deadlines* [Docket No. 884] (“Travelers’ Joinder”) filed by The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company (collectively, the “Travelers Insurers”), and (iii) *Liberty Mutual Insurance Company’s Joinder to Chubb Insurers’ Motion to Adjourn Plan Confirmation Hearing and Related Deadlines* [Docket No. 897] (“Liberty’s



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Joinder”; collectively with Chubb’s Motion to Adjourn and Travelers’ Joinder, the “Motions to Adjourn”) filed by Liberty Mutual Insurance Company (“Liberty”; collectively with the Chubb Insurers and Travelers Insurers, the “Insurers”).¹ In support of this Objection, the Debtor represents as follows:

OBJECTION

1. The Motions to Adjourn should be denied because there is no legitimate reason to adjourn the Combined Hearing and delay consideration of the Joint 524(g) Plan that creditors overwhelmingly support.

2. First, pursuant to the Solicitation Procedures Order, the Combined Hearing properly was scheduled in accordance with the Bankruptcy Rules. *See* 5.21.25 Hr’g Tr. at 45:14-22 (noting that Bankruptcy Rule 2002(b)(2) requires twenty-eight days’ notice of the objection deadline and confirmation hearing, and, therefore, moving the Combined Hearing from June 23, 2025 to July 1, 2025 provided the requisite notice); Solicitation Procedures Order [Docket No. 782]. As explained below, there is no basis now to deviate from the schedule permitted by the Bankruptcy Rules and previously established by this Court.

3. Second, the Debtor has met all applicable deadlines in the Solicitation Procedures Order and for responses to the discovery served by each of the Insurers. Despite mischaracterizations to the contrary in the Motions to Adjourn and as explained in more detail below, the Debtor has worked diligently to respond to voluminous discovery requests (many of which have little relevance to whether the Joint 524(g) Plan is confirmable) on expedited discovery deadlines, which were unilaterally set by the Insurers.

¹ Liberty is a former insurer of the Debtor, not a current insurer, and is not a creditor of the Debtor. Accordingly, the Debtor submits that Liberty does not have standing to appear in this bankruptcy case or oppose confirmation of the Joint 524(g) Plan and reserves all rights to address the same before this Court.

4. Rather than risking further delay by seeking relief in this Court from the Insurer's expedited deadlines and extensive discovery requests, the Debtor devoted the resources necessary to respond promptly and in good faith in order to stay on track for the July 1 confirmation hearing. As the Debtor has represented to this Court throughout this case, the Debtor does not have the money to fund a prolonged bankruptcy case and believes it remains in the best interest of the estate to keep this case on track for the July 1 hearing.

5. The Debtor is on the doorstep of accomplishing its primary goal for this case – to establish an efficient and fair process to utilize the Debtor's remaining cash and its insurance policies to address the thousands of unresolved asbestos-related claims asserted against the Debtor. The Joint 524(g) Plan permits the Debtor to accomplish this goal, and it has the overwhelming support of asbestos claimants.

6. As Debtor's counsel recently represented to the Court at the hearing on June 18, 2025, voting on the Joint 524(g) Plan has been completed in accordance with the Solicitation Procedures Order, and 2,409 asbestos claimants, representing 99.71% of the class, voted to accept the Joint 524(g) Plan. The Debtor will be filing a Voting Certification later this week that will show the same.

7. To the Debtor's knowledge, the Insurers are the only parties likely to object to confirmation of the Joint 524(g) Plan. While the Insurers have not yet filed their objections, the Insurers' complaints with the Plan are that, following confirmation, asbestos claimants will be able to exercise rights they may have against the Insurers under non-bankruptcy law. Other than with respect to the Certain Settling Insurers, the Joint 524(g) Plan does not purport to alter the obligations, if any, the Insurers may have to claimants. The Joint 524(g) plan expressly states that nothing in the Plan will alter any coverage rights or defenses of insurers who are "Non-Settling

Asbestos Insurers.” While the Debtor has repeatedly asked counsel to the Insurers to propose any language they believe is needed to make that even clearer, with the exception of (highly inappropriate) language provided by the Chubb Insurers that that would bind asbestos claimants to agreements to which they are not party, the Debtor has not received any proposed language from the Insurers.²

8. Adjourning the Combined Hearing simply will result in more fees and less funding of the proposed Asbestos Trust, which ultimately will harm asbestos claimants. The Insurers have been given ample opportunity in accordance with the Bankruptcy Rules and their expedited discovery requests to be fully prepared to be heard and have any objections to the Joint 524(g) Plan considered at the Combined Hearing on July 1.

9. Accordingly, the Debtor submits that the Court should deny the Motions to Adjourn.

A. The Court Should Deny the Motions to Adjourn Because the Confirmation Schedule Complies with the Bankruptcy Rules

10. At best, the Motions to Adjourn are attempts by the Insurers to get a “second bite at the apple” regarding the confirmation schedule.

11. Notably, Liberty is the only Insurer that actually raised a formal objection to the confirmation schedule in advance of the hearing on the Solicitation Procedures Motion. *See* Docket No. 720, ¶ 21 (objecting to shortening the notice period provided in Bankruptcy Rule 2002(b) for the Combined Hearing, and scheduling it, as the Debtor and Committee initially proposed, for June 23, 2025).

² The Chubb Insurers asked the Debtor to add language to the Joint 524(g) Plan and Trust Distribution Procedures that the Debtor contends that asbestos claimants rights are governed by the Asbestos CIP Agreements and the Wellington Agreement. As the Debtor and the Committee have both pointed out to the Chubb Insurers in responses to discovery requests, the asbestos claimants are not signatories to those agreements. The Debtor is not taking a position through the Plan or otherwise concerning what rights asbestos claimants may have under applicable non-bankruptcy law vis-à-vis the Insurers.

12. The Court denied Liberty’s objection to the confirmation schedule and entered the Solicitation Procedures Order that, among other things, set the Combined Hearing for July 1, and the deadline to object to the Joint 524(g) Plan for June 23, 2025. *See* Docket No. 782.

13. While counsel to the Chubb Insurers also addressed the confirmation schedule at the May 21 hearing, the Chubb Insurers did not oppose the proposed schedule in their objection to the Solicitation Procedures Order. *See* Docket No. 718. The Chubb Insurers instead were focused on their premature confirmation objection that the Joint 524(g) Plan is patently unconfirmable because the Debtor, they claim, is not eligible for section 524(g) relief.³ *See id.* at p. 2.

14. The Court overruled the objections after the Debtor agreed at the May 21 hearing to (i) move the Combined Hearing from June 23 to July 1; (ii) complete the mailing of the solicitation package within two days of the hearing on the Solicitation Procedures Motion, by Friday, May 23; and (iii) adhere to filing the Plan Supplement by June 6. As explained below, the Debtor complied with each of those deadlines.

15. The current confirmation schedule complies with the Bankruptcy Rules. *See* Bankruptcy Rule 2002(b) (providing that notice of “not less than 28 days” be given by mail for filing objections and the hearing to consider approval of a disclosure statement and confirmation of the plan). There are no reasons to deviate from the schedule that is permitted by the Bankruptcy Rules and previously authorized by this Court after considering and overruling objections to it.

³ The Chubb Insurers’ primary argument – which the Court has heard them make several times already – is that the Joint 524(g) Plan is patently unconfirmable because the Debtor, they claim, is not eligible for section 524(g) relief. *See id.* at p. 2. While the Chubb Insurers are wrong, they do not need more discovery to make that argument. This primarily is a legal argument to be made on the undisputed facts set forth in the disclosure statement and Plan.

In recent filings, the Chubb Insurers also indicate that they intend to object to the section Joint 524(g) Plan because it purportedly is not “insurance neutral.” *See* Docket No. 860, ¶ 31. The Debtor also has heard the same assertion from counsel to the other Insurers. The Debtor submits that this also is a legal argument that can be adjudicated through a plain reading of the Joint 524(g) Plan and related documents.

16. As explained below, the Debtor has met all deadlines set forth in the Solicitation Procedures Order and the expedited discovery deadlines. As such, no reasonable basis exists that would support adjourning the Combined Hearing.

B. The Debtor Has Met the Deadlines Set forth in the Solicitation Procures Order

17. The Debtor met all applicable deadlines set by this Court in the Solicitation Procedures Order:

Event	Deadline Set by the Court	Date Completed by Debtor
Commencement of Solicitation	No later than five (5) business days following entry of the Solicitation Procedures Order, by May 26, 2025. <i>See</i> Solicitation Procedures Order, ¶ 6. Counsel to the Debtor also represented that if the Solicitation Procedures Order was entered on May 21, the Debtor could complete the mailing of the solicitation packages within two days, by May 23. 5.21.25 Hr’g Tr. at 6:2-6.	May 23, 2025. <i>See</i> Certificate of Service [Docket No. 864]
Publication Deadline	Requiring that publication of the Combined Hearing Notice occur no later than thirty (30) days prior to the Combined Hearing, or by June 2, 2025, in the <i>Richmond Times-Dispatch</i> , the <i>USA Today</i> , and <i>The Times-Picayune/The New Orleans Advocate</i> . Solicitation Procedures Order, ¶ 19.	<ul style="list-style-type: none"> • <i>Richmond Times-Dispatch</i>, May 29, 2025 [Docket No. 844] • <i>USA Today</i>, May 29, 2025 [Docket No. 844] • <i>Times-Picayune/The New Orleans Advocate</i>, May 30, 2025 [Docket No. 844]
Plan Supplement Filing Deadline	June 6, 2025, at 11:59 p.m. (prevailing Eastern Time)	June 6, 2025. <i>See</i> Docket No. 853.

18. At the May 21 hearing, the Court directed the Debtor to file the Plan Supplement by June 6, even though Combined Hearing and objection deadlines were adjourned. 5.21.25 Hr’g Tr. at 66:16-17 and 72:19-21 (noting that there is information in the Plan Supplement that the Court believes is important to the objecting parties, and the court expected the Plan Supplement to be filed no later than June 6th).

19. The Debtor and the Committee met the Plan Supplement deadline and also included in it revised forms of other Exhibits to the Plan, including, without limitation, a Revised Asbestos Trust Agreement that identified the proposed Administrative and Litigation Trustees and each member of the Trust Advisory Committee long before the July 1 Combined Hearing.

20. The Plan Supplement that was filed with the Court on June 6 included the following Exhibits to the Joint 524(g) Plan:

Exhibit	Description
A	Revised Asbestos Trust Agreement
A-1	Redline of Revised Asbestos Trust Agreement
B	Revised Trust Distribution Procedures
B-1	Redline of Revised Trust Distribution Procedures
C	Amended By-Laws of Reorganized Hopeman
D	Amended Certificate of Incorporation
E	Asbestos Personal Injury Claimant Release
F	Restructuring Transaction
G	List of Vendor Released Parties
H	Asbestos Insurance Policies
I	Revised Reorganized Hopeman Projections
I-1	Redline of Revised Reorganized Hopeman Projections

C. The Debtor Has Met the Discovery Deadlines Set by the Insurers

21. As shown in the tables below for each Insurer, the facts belie the assertions in the Motions to Adjourn that the Debtor was not diligent in responding to the Insurers’ discovery requests. The Debtor has worked hard and in good faith to meet expedited discovery deadlines set by the Insurers to avoid unnecessary delay in this chapter 11 case.

22. Furthermore, to the extent the Insurers complain that they need additional time to complete depositions, the failure to complete such depositions rests entirely on the Insurers. In a conference with counsel to Liberty on May 22, 2025, counsel to the Debtor offered to make its fact witnesses available for depositions during the week of June 16, 2025. The Debtor made the same offer to counsel to the Chubb Insurers in a conference on May 23, 2025. This meant the depositions would have occurred at least 11 days after the June 5 deadline set by both Insurers to respond to their discovery, and also would have given the Insurers ample time to complete the depositions in advance of the June 23 objection deadline (which objection deadline the Court agreed to move to June 24, given the hearing on these Motions to Adjourn). The Debtor, however, never heard back from either Liberty or the Chubb Insurers until late last week, requesting 30(b)(6) depositions of the Debtor during the week of June 23 after their Plan objections are due. The Debtor promptly agreed to make its deponents available for the 30(b)(6) depositions as requested, but again is puzzled by the Insurers' delay in requesting these depositions. There is no good reason that depositions have not already been conducted, but their late scheduling suggests they are not even necessary for the Insurers' objections.

23. Moreover, it is inexcusable that any of the Insurers waited until the dates set forth below to serve discovery in connection with the 524(g) Plan. The Debtor publicly disclosed, as early as December 11, 2024, that the Debtor – in accordance with its fiduciary duty – agreed to negotiate with the Committee in good faith regarding a 524(g) plan. *See* Docket No. 417. The Debtor then publicly disclosed on March 7, 2025, that the Debtor and Committee agreed to jointly pursue a 524(g) plan and the terms of such agreement. *See* Docket No. 609. In accordance with that term sheet, the Debtor and Committee then filed the Joint 524(g) Plan on April 29, 2025. The Insurers have had more than enough time to serve discovery and instead have sat on their rights to

do so. While the Debtor submits that no harm exists (the Debtor has fully responded to the discovery and timely made its witnesses available for depositions), any harm would be completely of the Insurers own making.

(i) *The Debtor Has Met the Chubb Insurers' Deadlines*

Discovery Request	Date of Service	Response Deadline Set by the Chubb Insurers	Deadline Completed by the Debtor
First Requests for Production of Documents, including 14 Document Requests	May 16, 2025	June 5, 2025, <i>20 days after service.</i>	<ul style="list-style-type: none"> • May 30, 2025, Debtor timely served written responses and objections (the “<u>Chubb RFP Responses and Objections</u>”), in accordance with Local Rule 7026-1. The Chubb Insurers annexed the Chubb RFP Responses and Objections as <u>Exhibit 4</u> to the Declaration of Leslie Davis [Docket No. 882]. • June 5, 2025, Debtor timely produced 7,072 responsive documents. • Debtor supplemented its production with a privilege log on June 9, 2025.
First Set of Interrogatories, including 19 Interrogatories	June 4, 2025	June 16, 2025, <i>12 days after service.</i>	June 16, 2025 , Debtor timely served written responses and objections (the “ <u>Chubb Interrogatory Responses and Objections</u> ”). The Chubb Insurers annexed the Chubb Interrogatory Responses and Objections as <u>Exhibit 7</u> to the Declaration of Leslie Davis [Docket No. 882].

24. In the Chubb Insurers Motion to Adjourn, they complain that the Debtor has objected to Request Nos. 9-11, which concern the Liquidation Analysis, because the information sought is work product.⁴ The Debtor believes this is the only open issue regarding its responses to the Chubb Insurers' discovery requests (although it expects the Chubb Insurers may try to conjure up more to seek to delay confirmation of the Joint 524(g) Plan). Counsel to the Debtor has informed counsel to the Chubb Insurers that the internal work that Stout did, as reflected in the time sheets referenced in the requests, was at the direction of counsel and to help Debtor's counsel give legal advice to the Debtor regarding the proposed section 524(g) term sheet. That is indisputably privileged work product, and the Chubb Insurers have never articulated a substantial need for that work product and the Debtor cannot think of one.⁵ Counsel to the Debtor also has explained to counsel to the Insurers and in response to interrogatories that, on behalf of the joint proponents of the Plan, Connor Tully from FTI will testify at the Combined Hearing concerning the Liquidation Analysis, which FTI prepared under his direction. The Chubb Insurers can depose Mr. Tully on that subject.

25. Accordingly, the Debtor submits that it has fully and timely responded to the Chubb Insurers discovery requests.

⁴ For ease of reference for the Court, the Debtor is setting forth Request Nos. 9-11 below:

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.

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.

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.

⁵ Nor have the Chubb Insurers filed any motion to compel to challenge the Debtor's assertion of privilege.

(ii) *The Debtor Has Met Liberty's Deadlines*

Discovery Request	Date of Service	Response Deadline Set by Liberty	Deadline Completed by the Debtor
First Requests for Production of Documents, including 19 Document Requests	May 20, 2025	June 5, 2025, <i>16 days after service.</i>	<ul style="list-style-type: none"> • June 3, 2025, Debtor timely served written responses and objections, in accordance with Local Rule 7026-1. • June 5, 2025, Debtor timely produced 7,072 responsive documents. These were the same documents produced on the Chubb Insurers. • Debtor supplemented its production with a privilege log on June 10, 2025.⁶
First Set of Interrogatories, including 10 Interrogatories	May 20, 2025	June 5, 2025, <i>16 days after service.</i>	June 3, 2025 , Debtor timely served written responses and objections.
Second Set of Interrogatories, including 9 Interrogatories	May 29, 2025	June 11, 2025, <i>13 days after service.</i>	June 11, 2025 , Debtor timely served written responses and objections.
Third Set of Interrogatories, including 5 Interrogatories	June 13, 2025	June 20, 2025, <i>7 days after service.</i>	June 20, 2025 , Debtor timely served written responses and objections.
Second Requests for Production of Documents, including 5 Document Requests	June 13, 2025	June 20, 2025, <i>7 days after service.</i>	June 20, 2025 , Debtor timely served written responses and objections.

⁶ The Debtor also supplemented the production to Liberty, on June 10, 2025, with 2,061 responsive documents in connection with Document Requests that related to the Debtor's objection to Liberty's claim.

(iii) *The Debtor Has Met the Travelers Insurers' Deadlines*⁷

Discovery Request	Date of Service	Response Deadline Set by the Chubb Insurers	Deadline Completed by the Debtor
First Requests for Production of Documents, including 16 Document Requests	June 5, 2025	June 11, 2025, 6 days after service.	<ul style="list-style-type: none"> • June 11, 2025, Debtor timely served written responses and objections. • June 11, 2025, Debtor timely produced 7,072 responsive documents, including the privilege log. These were the same documents produced on the Chubb Insurers and Liberty. • June 11, 2025, Debtor provided a form confidentiality agreement so it could produce additional confidential documents that had been made available to the other Insurers earlier in the case. • June 16, 2025, counsel to Travelers provided a revised form of the confidentiality agreement. • June 18, 2025, counsel to the Debtor returned a fully executed confidentiality agreement and supplemented its

⁷ With respect to the Travelers Insurers, it also should be noted that, despite having been served with pleadings in this case concerning their insurance policies as early as September 20, 2024, the Travelers Insurers never contacted the Debtor nor took any action in connection with this case until it served document requests on the Debtor, on June 5, 2025, and requested responses six days after service. *See* Docket No. 236, Certificate of Service for *Motion of the Debtor for Entry of an Order (I) Deeming Debtor's Insurance Related Agreements and Other Confidential Documents from Prior Proceedings as Governed by Protective Order, and (II) Granting Related Relief* [Docket No. 225]. The Debtor responded to the Travelers' Insurers document requests in six days.

Discovery Request	Date of Service	Response Deadline Set by the Chubb Insurers	Deadline Completed by the Debtor
			production with additional documents that are marked confidential.
First Set of Interrogatories, including 19 Interrogatories	June 5, 2025	June 13, 2025, 8 days after service.	June 16, 2025 , the Debtor served written responses and objections. This is the same date that the Chubb Insurers demanded for the responses to their nearly identical interrogatories, served on June 4, 2025.

26. Given that the Debtor has acted in good faith to fully and timely respond to the Insurers' voluminous discovery requests and make each of its witnesses available for depositions, the Debtor submits that no circumstances exist to justify adjourning the Combined Hearing. There is not a scintilla of evidence to suggest the Insurers' due process rights have been impaired by the confirmation schedule that complies with the Bankruptcy Rules. It is in the best interest of creditors to move forward with the Combined Hearing on July 1 and consider confirmation of the Joint 524(g) Plan that has their overwhelming support.

CONCLUSION AND RESERVATION OF RIGHTS

27. Accordingly, the Debtor submits that the Court should deny the Motions to Adjourn.

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Dated: June 23, 2025
Richmond, Virginia

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

Tyler P. Brown (VSB No. 28072)

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

HUNTON ANDREWS KURTH LLP

Riverfront Plaza, East Tower

951 East Byrd Street

Richmond, Virginia 23219

Telephone: (804) 788-8200

Facsimile: (804) 788-8218

Email: tpbrown@HuntonAK.com

hlong@HuntonAK.com

- and -

Joseph P. Rovira (admitted *pro hac vice*)

Catherine A. Rankin (admitted *pro hac vice*)

HUNTON ANDREWS KURTH LLP

600 Travis Street, Suite 4200

Houston, TX 77002

Telephone: (713) 220-4200

Facsimile: (713) 220-4285

Email: josephrovira@HuntonAK.com

crankin@HuntonAK.com

Counsel for the Debtor and Debtor in Possession