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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

Chapter 11

Case No. 24-32428 (KLP)

JOINDER IN DEBTOR'S OMNIBUS OBJECTION TO MOTIONS TO ADJOURN

The Official Committee of Unsecured Creditors (“**Committee**”) of Hopeman Brothers, Inc. (“**Debtor**”), hereby joins in the Debtor’s *Omnibus Objection to Motions to Adjourn Plan*



Confirmation Hearing and Related Deadlines [Docket No. 905] (“**Objection**”). In addition to the arguments raised in the Objection, the Committee responds to the Motions to Adjourn¹ as follows:²

ARGUMENT

1. The Motions to Adjourn should be denied because they do not provide any legitimate reason to delay this Court’s consideration of the jointly proposed Plan and accompanying Disclosure Statement³ (“**Combined Hearing**”), the latter of which the Court has already conditionally approved. Indeed, the Combined Hearing should remain on July 1, 2025, for four reasons: (1) the Committee met the Insurers’ truncated written discovery deadlines; (2) the Insurers failed to promptly and diligently propound discovery on the Committee despite the original version of the Plan [Docket No. 689] having been filed on April 29, 2025 (and the § 524(g) Term Sheet [Docket No. 609, Ex. B] having been filed on March 7, 2025); (3) the Committee is making Conor Tully of FTI Consulting, Inc. (“**FTI**”), financial advisor to the Committee, available for deposition on Friday, June 27, 2025, to testify about the Liquidation Analysis, the Restructuring Transaction, and the Reorganized Hopeman projections; and (4) in advance of that deposition, the Committee will supplement one of its interrogatory responses to the Chubb Insurers and Travelers Insurers and will produce documents to the Insurers.

¹ The “**Motions to Adjourn**” are: (i) the Chubb Insurers’ Mot. to Adjourn [Docket No. 882] (“**Chubb’s Motion to Adjourn**”) filed by Century Indemnity Company and Westchester Fire Insurance Company (together, “**Chubb Insurers**”); (ii) Travelers’ Joinder to Chubb Insurers’ Mot. to Adjourn [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, “**Travelers Insurers**”); and (iii) Liberty Mutual Insurance Company’s Joinder to Chubb Insurers’ Mot. to Adjourn [Docket No. 897] (“**Liberty’s Joinder**”), filed by Liberty Mutual Insurance Company (“**Liberty**,” and collectively with the Chubb Insurers and Travelers Insurers, “**Insurers**”).

² Capitalized terms not defined herein have the meanings ascribed to them in the Amended Plan of Reorganization [Docket No. 766] (“**Plan**”).

³ Disclosure Statement, Docket No. 767.

I. THE COMMITTEE MET THE INSURERS' TRUNCATED DISCOVERY DEADLINES

2. As shown in the table below, the Committee worked diligently and in good faith to meet the truncated discovery deadlines that the Insurers unilaterally set to avoid unnecessary delay in this chapter 11 case. Federal Rules of Civil Procedure (“**Civil Rules**”) 33(b)(2) and 34(b)(2)(A) provide responding parties thirty (30) days to respond and object to interrogatories and requests for production. Those provisions apply to this contested matter in accordance with Rules 9014(c)(1), 7033, and 7034 of the Federal Rules of Bankruptcy Procedure.⁴

Discovery Request	Date of Service	Response Deadline Set by the Insurer	Deadline Completed by the Committee
Liberty’s First Discovery Requests, including 12 Document Requests and 7 Interrogatories.	May 29, 2025	June 11, 2025, <i>13 days after service.</i>	June 11, 2025 , the Committee timely served written responses and objections (“ Liberty Responses and Objections ”), attached hereto as Exhibit A , in accordance with Local Rule 7026-1. The Committee also made a document production.
Chubb Insurers’ First Discovery Requests, including 8 Document Requests and 20 Interrogatories.	May 29, 2025	June 13, 2025, <i>15 days after service.</i>	June 13, 2025 , the Committee timely served written responses and objections (“ Chubb Responses and Objections ”), attached hereto as Exhibit B , in accordance with Local Rule 7026-1.
Traveler Insurers’ First Discovery Requests, including 9 Document Requests and 18 Interrogatories.	June 5, 2025	June 13, 2025, <i>8 days after service.</i>	June 13, 2025 , the Committee timely served written responses and objections (“ Travelers Responses and Objections ”), attached hereto as Exhibit C , in accordance with Local Rule 7026-1.

⁴ Local Rule 7026-1 provides that “[a]n *objection* to any interrogatory, deposition, request or application under FRBP 7026 through FRBP 7037, shall be served within 14 days after service of the interrogatory, deposition, request or application, unless otherwise ordered by the Court.” (emphasis added). However, the Local Rules are silent as to the amount of time allotted to a party to *respond* to an interrogatory or request for production; therefore, the Committee was entitled to the full thirty (30) days under Civil Rules 33 and 34 to respond.

3. As the table shows, the Committee responded to Liberty, the Chubb Insurers, and the Travelers Insurers' discovery requests in thirteen (13), fifteen (15), and eight (8) days, respectively, well before the end of the thirty-day period to which the Committee was entitled.

II. THE INSURERS HAVE NOT PROCEEDED DILIGENTLY

4. The Insurers claim they need additional time to complete depositions, but they could have had more time to conduct those depositions, had they acted with reasonable diligence. While the Committee did not participate in the meet-and-confers that the Debtor held with Liberty and the Chubb Insurers on May 22 and May 23, 2025, respectively, the Debtor communicated to the Committee that depositions of witnesses would be scheduled during the week of June 16, 2025, and the Committee planned accordingly. Despite this, the Chubb Insurers first reached out to the Committee regarding a deposition of Conor Tully last Wednesday, June 18, 2025, requesting a deposition for this week. On Thursday, June 19, 2025, at 6:23 p.m. EDT, Liberty emailed a deposition notice to Committee counsel, calling on the Committee to produce one or more designated representatives under Rule 30(b)(6) for a deposition that Liberty unilaterally set for Friday, June 27, 2025, at 10:00 a.m. EDT. Liberty's notice of deposition seeks a deposition after its deadline to object to the Plan and the Disclosure Statement.

5. The Chubb Insurers and Liberty also did not propound written discovery on the Committee until May 29, 2025, and the Travelers Insurers did not propound written discovery on the Committee until June 5, 2025. The Chubb Insurers, by their own admission, did not contact any potential experts for retention in this proceeding until May 23, 2025. *See* Chubb Motion to Adjourn ¶ 32. This is despite the Committee and Debtor having jointly filed the original Plan on April 29, 2025, and the § 524(g) Term Sheet setting forth the framework for the Plan on March 7, 2025. The Insurers have not provided any reason for why they waited until the end of May to reach out to experts or propound discovery on the Committee. In sum, the Insurers' delay and

recently served discovery requests show a lack of diligence that cannot justify postponement of the Combined Hearing.

6. Courts within this Circuit have rejected motions to modify scheduling orders or continue trials where the failure to complete discovery was due to a party's own inexcusable delay. *See, e.g., EEOC v. Hooters of Am., LLC*, 347 F.R.D. 445, 447-48 (M.D.N.C. 2024) ("In the motion, the parties say they have been diligent, . . . but the facts in the motion show they have taken a desultory approach that leisurely strolls towards resolution . . ."); *accord In re Burrow*, 141 B.R. 665, 666 (Bankr. E.D. Ark. 1992) ("There is no entitlement to an extension of discovery where there is no showing why discovery could not have been conducted earlier, in a timely and diligent manner." (citing *In re Air Crash Disaster at Detroit Metro. Airport*, 130 F.R.D. 632 (E.D. Mich. 1989))). The *Hooters* court refused to extend discovery or continue the trial because the plaintiff delayed serving discovery for nearly two months, and the defendant delayed in responding, neither side with a proper justification. *See* 347 F.R.D. at 447-48 ("Here, the parties point to no surprises or unexpected developments that are out of the ordinary in a case of this nature."). Here, the Insurers have not been sufficiently diligent to provide cause to adjourn the Combined Hearing.

III. THE COMMITTEE IS PROVIDING ADDITIONAL DISCOVERY AT THE INSURERS' REQUEST

7. The Chubb Insurers complain that the Committee has not provided them documents in response to their document requests. But, as set forth in the Committee's Chubb Responses and Objections, Travelers Responses and Objections, and Liberty Responses and Objections, responsive documents were either produced by the Debtor, are publicly available,⁵ or are protected

⁵ *See In re Disposable Contact Lens Antitrust*, 329 F.R.D. 336, 431 (M.D. Fla. 2018) ("[C]ourts routinely 'decline[] to compel production of documents in the hands of one party when the material is equally available to the other party from another source.'" (alteration in original) (quoting *SEC v. Strauss*, No. 09 CIV. 4150 RMB/HBP, 2009 WL 3459204, at *11 (S.D.N.Y. Oct. 28, 2009))); *cf. In re Anderson*, 349 B.R. 448, 464 (E.D. Va. 2006) ("Moreover, the record reflects that the division of discovery tasks between the Committee and the claimants' attorney was reasonable under the circumstances. . . . [They] explained to the bankruptcy court that they would divide discovery into essentially

from disclosure by the work product doctrine, attorney-client privilege, common interest privilege,⁶ and Mediation Order.⁷

8. Nevertheless, the Committee is making Mr. Tully available for a deposition this week, which is now tentatively scheduled for Friday, June 27, 2025. In addition, following a meet-and-confer with the Chubb Insurers and the Travelers Insurers on June 19, 2025, and in an effort to resolve the dispute with the Insurers, the Committee will make a document production of facts and data relevant to the Restructuring Transaction, the Liquidation Analysis, and the revised Reorganized Hopeman projections (i.e., the topics that Mr. Tully is expected to testify on at the Combined Hearing).⁸ Further, the Committee intends to supplement its response to an interrogatory propounded by the Chubb Insurers and Travelers Insurers. This will be more than sufficient to enable the Insurers to depose Mr. Tully later this week.

CONCLUSION

9. For the reasons set forth above and in the Debtor's Objection, the Court should deny the Motions to Adjourn and proceed with the Combined Hearing on July 1, 2025.

two parts to minimize duplication of efforts"); *Metro. Life Ins. Co. v. Liberty Life Ins. Co.*, 585 F. Supp. 1398, 1399 (W.D.N.C. 1984) (ordering parties to coordinate discovery "to avoid repetition and redundancy . . . to conserve the resources of the courts and of the parties involved").

⁶ This privilege, which is "an extension of the attorney-client privilege," shields "parties whose legal interests coincide to share privileged materials with one another in order to more effectively prosecute or defend their claims." *United States v. Elbaz*, 396 F. Supp. 3d 583, 598 (D. Md. 2019) (citation omitted); *In re Infinity Bus. Grp., Inc.*, 530 B.R. 316, 322 (Bankr. D.S.C. 2015) (quoting *Am. Mgmt. Servs., LLC v. Dep't of the Army*, 703 F.3d 724, 732 (4th Cir. 2013)). "Information protected by this doctrine cannot be waived without the consent of all parties who share the privilege." *Id.* (citing *Am. Mgmt. Servs.*, 703 F.3d at 732). The Committee has not waived the common interest privilege.

⁷ Docket No. 443. In relevant part, the Mediation Order provides as follows: "A communication of any type, whether oral or written, made or provided in connection with the Mediation . . . may not be disclosed to any non-Party to the Mediation, including this Court. The Mediation Communications shall be confidential, shall not be subject to discovery, shall be inadmissible in any Proceeding, and also shall be subject to protection under Rule 408 of the Federal Rules of Evidence, Local Bankruptcy Rule 9019-1(J), and any equivalent or comparable state law." Mediation Order ¶ 8.

⁸ The Committee is providing these materials in an effort to resolve the dispute despite the fact that Bankruptcy Rule 9014(c)(2) provides that Civil Rule 26(a)(2)'s expert disclosure requirements do not apply in a contested matter unless the court orders otherwise, and the Court has not issued any such order.

Respectfully submitted,

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Dated: June 23, 2025

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EXHIBIT

A

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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)
:
:
:

**OFFICIAL COMMITTEE OF UNSECURED CREDITORS' OMNIBUS
OBJECTIONS AND RESPONSES TO LIBERTY MUTUAL INSURANCE
COMPANY'S INTERROGATORIES AND REQUESTS FOR PRODUCTION**

The Official Committee of Unsecured Creditors (“**Committee**”), by and through its undersigned counsel, objects and responds to *Liberty Mutual Insurance Company's First Set of Interrogatories to the Unsecured Creditors Committee* (“**Interrogatories**”) and *Liberty Mutual Insurance Company's First Request for the Production of Documents from the Unsecured*

Creditors Committee (“**Requests**”) propounded by Liberty Mutual Insurance Company (“**Liberty**”) as follows:¹

INTERROGATORY NO. 1: *Identify any right(s) relating to Liberty Mutual that the UCC contends may be assigned or transferred in connection with the Plan.*

RESPONSE: The Committee objects to this Interrogatory on the grounds that “any right(s) relating to Liberty Mutual that the UCC contends may be assigned or transferred in connection with the Plan” is overbroad, vague, and ambiguous (emphasis added). Similarly, “any right(s) relating to Liberty Mutual” is objectionable because it calls on the Committee to speculate on the potential universe of rights that might “relate” to Liberty. The Committee will interpret “any right(s) relating to Liberty Mutual” as referring to Hopeman’s rights to insurance coverage under the policies that Hopeman purchased from Liberty.

Subject to and without waiving the foregoing objections, the Committee answers as follows: None. Hopeman released its rights under the Liberty policies in 2003, so there are no such rights to “be assigned or transferred in connection with the plan.”

INTERROGATORY NO. 2: *Does the UCC contend that any Extracontractual Claim(s) (as defined by the Plan) may exist with respect to Liberty Mutual? If so: (1) identify each such Extracontractual Claim; and, (2) state the basis for the UCC’s contention.*

RESPONSE: The Committee is not aware of any Extracontractual Claim that may currently exist against Liberty.

¹ Capitalized terms not defined herein have the meanings ascribed to them in the Amended Plan (Docket No. 766) (“**Plan**”).

INTERROGATORY NO. 3: *Does the UCC contend that the UCC or any of its members has the right to assert Asbestos-Related Claims against Liberty Mutual despite the 2003 Settlement Agreement? If so, identify the UCC members that you contend have such rights, and the basis for your contention.*

RESPONSE: Yes, all claimants with tort claims against Hopeman arising from bodily injury suffered during one or more of the Liberty policy periods have rights under the Liberty policies that are unaffected by the 2003 settlement 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.*, 7A Couch on Ins. § 104:13 (Dec. 2024 update). The "contractual relationship" created by statute cannot be altered by an agreement, such as the 2003 settlement agreement, between the insured and the insurer to which the injured persons did not consent. Consequently, although the 2003 settlement agreement between Hopeman and Liberty is binding on Hopeman, it has no effect on the rights of current or future asbestos claimants injured by Hopeman before that agreement was entered into. Each of these persons continue to possess rights under the Liberty policies notwithstanding the 2003 settlement agreement.

INTERROGATORY NO. 4: *Describe any discussions between the UCC, on the one hand, and Hopeman, on the other concerning Liberty Mutual's status as a "Non-Settling Asbestos Insurer" under the Plan.*

RESPONSE: The Committee objects to this Interrogatory on the ground that it seeks to invade the common interest privilege and the mediation privilege. Liberty was not a party to the mediation.

Subject to and without waiving the foregoing objection, the Committee responds that Liberty is a "Non-Settling Asbestos Insurer" under the Plan because Liberty is not party to an "Asbestos Insurance Settlement," which is limited by definition in the Plan to a settlement that was approved by the Bankruptcy Court. *See* Plan §§ 1.14, 8.17.

INTERROGATORY NO. 5: *Describe any discussions between the UCC, on the one hand, and Hopeman, on the other concerning the decision to exclude Asbestos Insurers from the universe of parties that may hold an Asbestos Indirect Claim (each as defined by the Plan).*

RESPONSE: The Committee objects to the current interrogatory on the ground that it seeks to invade the common interest privilege and the mediation privilege. All "discussions" identified in this Interrogatory, if any, are privileged from disclosure to Liberty.

INTERROGATORY NO. 6: *Describe the process You intend to follow for selection of the individuals who will serve as initial members of the Asbestos Claimants Committee (as defined by the Plan), including, but not limited to, a description of the criteria that You plan to use for selection of the members.*

RESPONSE: The Committee objects to this Interrogatory on the basis that it seeks to invade the attorney-client privilege and the work product doctrine. The Committee also objects on the basis that there is and will be no "Asbestos Claimants Committee." For purposes of

answering this Interrogatory, the Committee will interpret “Asbestos Claimants Committee” to mean the “Asbestos Trust Advisory Committee,” as defined in the Plan.

Subject to and without waiving the foregoing objections, the Committee responds that the members of the Asbestos Trust Advisory Committee have already been selected and disclosed. Consequently, there is no “process [the Committee] intend[s] to follow” in selecting those members. The initial members of the Asbestos Trust Advisory Committee are identified on the signature page of Exhibit A to the Plan, which is included in the Plan Supplement (Docket No. 853).

INTERROGATORY NO. 7: *Describe Your process for selection of the individuals who will act as the officers and the director of Reorganized Hopeman (as defined by the Plan), including, but not limited to: (1) a description of the criteria that You intend to use; and (2) an identification of any candidates who have been considered for these roles.*

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

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, so there are no “criteria” that the Committee “intend[s] to use” nor any “process for selection,” as the selection process has been completed.

REQUEST FOR PRODUCTION NO. 1: *All Documents Concerning the UCC’s Negotiations regarding the Plan, including, but not limited to, any and all drafts of the Plan.*

RESPONSE: The Committee objects to this Request because it is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. Moreover, the Committee objects to this Request because it seeks disclosure of drafts of Plan Documents as well as

documents, information, and communications in connection with negotiations over the Plan, which are irrelevant and not discoverable. *See* Transcript of Hearing at 64:16-20, *In re Pittsburgh Corning Corp.*, Case No. 00-22876 (JKF) (Bankr. W.D. Pa. Feb. 19, 2004) (“The plan is what the plan is. Prior drafts of the plan are not discoverable, they’re not admissible, they’re wholly irrelevant, I ruled that way in Combustion Engineering, I’m going to stick with those same rulings, they’re not admissible, they’re not discoverable.”); *see also* Transcript of Hearing at 31, *In re Federal-Mogul Global, Inc.*, Case No. 01-10578 (JKF) (Bankr. D. Del. Feb. 26, 2007); Transcript of Hearing at 301, *In re Combustion Eng’g*, Case No. 03-10495 (JKF) (Bankr. D. Del. May 2, 2003); Transcript of Hearing at 84, *In re Babcock & Wilcox Co.*, No. 00-10992 (JAB) (Bankr. E.D. La. Aug. 20, 2003); Transcript of Hearing at 42-45, *In re ACandS, Inc.*, No. 02-12687 (RJN) (Bankr. D. Del. Sept. 30, 2003); *In re Eagle-Picher Indus.*, 169 B.R. 130, 134 (Bankr. S.D. Ohio 1994). The Committee also 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 Liberty to the Plan, the Plan Supplement (Docket No. 853), the 524(g) Term Sheet (Docket No. 609, Ex. B) (“**524(g) Term Sheet**”), and the documents and materials that the Debtor produced to Liberty, in conjunction with responding to the written discovery requests propounded by the Chubb insurers (“**Chubb Production**”).

REQUEST FOR PRODUCTION NO. 2: *All documents concerning any mediation that has taken place in connection with the Bankruptcy proceeding.*

RESPONSE: The Committee objects to this Request as overbroad, vague, and ambiguous as to the term “concerning any mediation.” The Committee further 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 Liberty to the 524(g) Term Sheet, the Settlement Term Sheet for Hopeman Brothers, Inc. (Docket No. 437, Ex. 1), and the Order Authorizing Mediation of Chubb Insurers Settlement Motion (Docket No. 443).

REQUEST FOR PRODUCTION NO. 3: *All documents concerning the treatment of Liberty Mutual as a Non-Settling Asbestos Insurer under the Plan.*

OBJECTION/RESPONSE: The Committee objects to this Request because it is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. The Committee also objects to this Request because it seeks disclosure of drafts of Plan Documents as well as documents, information, and communications in connection with negotiations over the Plan, which are irrelevant and not discoverable. The Committee further 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 Liberty to the Plan's definitions of "Asbestos Insurance Settlement," "Settled Asbestos Insurer," and "Non-Settling Asbestos Insurer," as well as section 8.17 of the Plan. Other than the Plan itself, there are no non-privileged documents concerning the treatment of Liberty as a Non-Settling Asbestos Insurer under the Plan.

REQUEST FOR PRODUCTION NO. 4: *All documents concerning the decision to exclude Asbestos Insurers from the universe of parties that may hold an Asbestos Indirect Claim (each as defined by the Plan).*

RESPONSE: The Committee objects to this Request because it is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. Moreover, the Committee objects to this Request because it seeks disclosure of drafts of Plan Documents as well as documents, information, and communications in connection with negotiations over the Plan, which are irrelevant and not discoverable. The Committee also 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 has no non-privileged documents to produce.

REQUEST FOR PRODUCTION NO. 5: *For the period January 1, 2024 through the present, all documents concerning: (1) the 2003 Settlement Agreement; and/or (2) the 2003 Indemnification Agreement.*

RESPONSE: The Committee objects to this Request because it is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. The Committee also 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 will produce the Debtor's transmission of, *inter alia*, the 2003 settlement agreement and the 2003 indemnification agreement to Committee counsel.

REQUEST FOR PRODUCTION NO. 6: *All documents concerning the possibility that Liberty Mutual will be sued in connection with Asbestos Claims (as defined by the Plan) following Plan confirmation.*

RESPONSE: The Committee objects to this Request because it is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. Moreover, the Committee objects to this Request because it seeks disclosure of drafts of Plan Documents as well as documents, information, and communications in connection with negotiations over the Plan, which are irrelevant and not discoverable. The Committee also 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 Liberty to its own insurance policies issued to Hopeman and/or Wayne, the Plan, the Plan Supplement, the 524(g) Term Sheet, the Opposition and Objection to Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants (Docket No. 86), Huntington Ingalls Industries, Inc.'s Preliminary Objection and Reservation of Rights Regarding Motion of Debtor for Entry of Interim and Final Orders Extending Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants (Docket No. 135), Opposition and Objection to Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants (Docket No. 138), Limited Objection of the Official Committee of Unsecured Creditors to the Debtor's Motion for Extension of the Automatic Stay to Enjoin Asbestos-Related Actions Against Non-Debtor Defendants (Docket No. 141), Motion of the Official Committee of

Unsecured Creditors for Leave to Appeal from Second Interim Order Extending the Automatic Stay (Docket No. 282), and the documents and materials included in the Chubb Production.

REQUEST FOR PRODUCTION NO. 7: *All documents concerning the possibility that Liberty Mutual will be sued in connection with Asbestos Claims as a result of any settlement agreement negotiated during the pendency of the Bankruptcy.*

RESPONSE: The Committee objects to this Request because it is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. Moreover, the Committee objects to this Request because it seeks disclosure of drafts of Plan Documents as well as documents, information, and communications in connection with negotiations over the Plan, which are irrelevant and not discoverable. The Committee also 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 Liberty to its own insurance policies issued to Hopeman and/or Wayne, the Plan, the Plan Supplement, the 524(g) Term Sheet, the Opposition and Objection to Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants (Docket No. 86), Huntington Ingalls Industries, Inc.'s Preliminary Objection and Reservation of Rights Regarding Motion of Debtor for Entry of Interim and Final Orders Extending Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants (Docket No. 135), Opposition and Objection to Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants (Docket No. 138), Limited Objection of the Official Committee of Unsecured Creditors to the Debtor's Motion for Extension of the Automatic Stay to Enjoin Asbestos-Related

Actions Against Non-Debtor Defendants (Docket No. 141), Motion of the Official Committee of Unsecured Creditors for Leave to Appeal from Second Interim Order Extending the Automatic Stay (Docket No. 282), and the documents and materials included in the Chubb Production.

REQUEST FOR PRODUCTION NO. 8: *All documents concerning any right(s) relating to Liberty Mutual that the Plan purports to transfer or assign to the Asbestos Trust.*

RESPONSE: The Committee objects to the current request because it is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. Moreover, the Committee objects to this Request because it seeks disclosure of drafts of Plan Documents as well as documents, information, and communications in connection with negotiations over the Plan, which are irrelevant and not discoverable. The Committee also 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 responds that it has no non-privileged documents to produce and refers Liberty to its response to Interrogatory No. 1.

REQUEST FOR PRODUCTION NO. 9: *All documents concerning any Extracontractual Claim(s) (as defined by the Plan) that the UCC or any other entity contends may exist with respect to Liberty Mutual.*

RESPONSE: The Committee objects to this Request because it is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. Moreover, the Committee objects to this Request because it seeks disclosure of drafts of Plan Documents as well as documents, information, and communications in connection with negotiations over the Plan, which are irrelevant and not discoverable. The Committee also 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 responds that it has no non-privileged documents to produce and refers Liberty to its response to Interrogatory No. 2.

REQUEST FOR PRODUCTION NO. 10: *For the period January 1, 2024 to the present, all documents concerning the anticipated effect of the Plan on Liberty Mutual.*

RESPONSE: The Committee objects to this Request because it is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. Moreover, the Committee objects to this Request because it seeks disclosure of drafts of Plan Documents as well as documents, information, and communications in connection with negotiations over the Plan, which are irrelevant and not discoverable. The Committee also 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 responds that it has no non-privileged documents to produce.

REQUEST FOR PRODUCTION NO. 11: *All documents concerning any stay of litigation against Liberty Mutual relating to the Bankruptcy proceedings.*

RESPONSE: The Committee objects to this Request because it is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. The Committee also 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 responds that it has no non-privileged documents to produce.

REQUEST FOR PRODUCTION NO. 12: *For the period January 1, 2024 to the present, all communications between any law firm representing any member of the UCC, including (but not limited to) Morgan Lewis & Bockius LLP, on the one hand, and Hopeman, on the other hand, which concern Liberty Mutual.*

RESPONSE: The Committee objects to this Request because it is overbroad, vague, unduly burdensome, and disproportionate to the needs of this case. Moreover, the Committee objects to this Request because it seeks disclosure of drafts of Plan Documents as well as documents, information, and communications in connection with negotiations over the Plan, which are irrelevant and not discoverable. The Committee also 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 will produce the Debtor's transmission of, *inter alia*, the 2003 settlement agreement and the 2003 indemnification agreement to Committee counsel.

Dated: June 11, 2025

CAPLIN & DRYSDALE, CHARTERED

/s/ Jeffrey A. Liesemer

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*Special Insurance Counsel for the Official
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 B

CAPLIN & DRYSDALE, CHARTERED
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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 C

CAPLIN & DRYSDALE, CHARTERED

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*Special Insurance Counsel for the Official
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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)
:
:
:

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

The Official Committee of Unsecured Creditors (“**Committee**”), by and through its undersigned counsel, objects and responds to *The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company’s First Set of Interrogatories to the Committee* (“**Interrogatories**”) and *The Travelers Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company’s First Set of Document Requests to the Committee* (“**Requests**”) propounded by The Travelers

Indemnity Company, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company (collectively “**Travelers 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 Travelers 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 Travelers 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 Travelers Casualty Policies are bound by, and that any recoveries for such claimants under the Travelers Casualty 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: 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 Travelers policy periods have rights under the Travelers 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 Travelers 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 Travelers' Policies are bound by, and that any recoveries for such claimants under the Travelers' Policies will be subject to, the provisions of the 2005 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: 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 Travelers policy periods have rights under the Travelers policies that are unaffected by the 2005 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 2005 Agreement, between the insured and the insurer to which the injured persons did not consent. Consequently, the 2005 Agreement has no effect on the rights of Channeled Asbestos Claimants

under the Travelers policies. These claimants are not parties to, and are not bound by, the 2005 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 Travelers' 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: 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. Notwithstanding the above, the Committee contends that the Travelers' CIP Agreements are not Asbestos CIP Agreements, as set forth in its responses to Interrogatories 17 and 18.

INTERROGATORY NO. 7: *Describe how Hopeman’s share of claim payments, which was approximately 35.12% in 2023 (see Disclosure Statement [Dkt 767] 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 220).*

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 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. 215 of 220.*

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. 9: *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. 215 of 220.*

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 Travelers Insurers to the Debtor for a complete response.

INTERROGATORY NO. 10: *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. 216 of 220, ¶ 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 Travelers 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. 11: *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. 217 of 220, ¶ 14.*

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 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. 12: *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 Travelers Insurers to Exhibits F, I, and I-1 of the Plan Supplement.

INTERROGATORY NO. 13: *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 Travelers 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. 14: *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. 15: *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. 16: *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.

INTERROGATORY NO. 17: *Do You contend that the 2005 Agreement is an Asbestos CIP 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: 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 contends that the 2005 Agreement is not an Asbestos CIP Agreement. A prepetition settlement agreement “that does not currently provide rights in favor of Hopeman to continuing coverage or to payment of insurance proceeds” is not an Asbestos CIP Agreement under section 1.7 of the Plan.

INTERROGATORY NO. 18: *Do You contend that the Wellington Agreement is an Asbestos CIP 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: 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 contends that the Wellington Agreement is not an Asbestos CIP Agreement. A prepetition settlement agreement “that does not currently provide rights in favor of Hopeman to continuing coverage or to payment of insurance proceeds” is not an Asbestos CIP Agreement under section 1.7 of the Plan.

REQUEST FOR PRODUCTION NO. 1: *All Documents identified in Your responses to the Travelers’ 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 Travelers 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 Travelers 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 further understands that the Debtor has produced the Chubb

Production to the Travelers Insurers. The Committee refers the Travelers 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 Travelers 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 Travelers 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 Travelers 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 Travelers 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 Travelers 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 Travelers Insurers to the Liquidation Analysis. The Committee has no other non-privileged documents to produce.

REQUEST FOR PRODUCTION NO. 9: *All expert disclosures or expert reports made by or on behalf of the Committee in this case, including but not limited to disclosures or reports that have addressed or estimated the number, value, or allocation of current or expected future asbestos claims against Hopeman.*

RESPONSE: The Committee objects to this Request on the grounds that it seeks the production of documents irrelevant to the feasibility of the Plan and confirmation of the Plan generally. Moreover, § 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).

Dated: June 13, 2025

CAPLIN & DRYSDALE, CHARTERED

/s/ Jeffrey A. Liesemer

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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