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*Co-Counsel to Liberty Mutual Insurance
Company*

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

Chapter 11

Case No. 24-32428 (KLP)

Re: Dkt. No. 904

**LIBERTY MUTUAL INSURANCE COMPANY'S
OPPOSITION TO OFFICIAL COMMITTEE OF UNSECURED CREDITORS'
MOTION TO QUASH DEPOSITION NOTICE**

Liberty Mutual Insurance Company ("Liberty Mutual") seeks non-privileged deposition testimony from the Official Committee of Unsecured Creditors (the "Committee") on a single topic: the Plan. The Committee's testimony concerning the Plan is essential, and certainly clears the bar for justifying basic discovery, particularly because: (i) the Committee admits it "drafted and negotiated" the plan along with the Debtor; (ii) the Committee proposed language expressly targeting Liberty Mutual as a "Non-Settling Insurer," despite Liberty's comprehensive 2003 settlement with the Debtor; (iii) the Committee pressed the Debtor (over its initial objection) to submit a Section 524(g) plan despite the Debtor's acknowledgement that it lacked an ongoing business; and (iv) the testimony Liberty seeks is directly relevant to the Plan confirmation hearing currently scheduled for July 1, 2025.



2432428250624000000000003

Simply stated, as a party in interest with a “direct financial stake” in this bankruptcy, Liberty is entitled to testimony concerning the Plan from the party who helped create the Plan. *See Truck Ins. Exch. v. Kaiser Gypsum Co.*, 602 U.S. 268, 277 (2024). The Court therefore should deny the Committee’s Motion and permit Liberty to depose the Committee pursuant to Fed. R. Civ. P. 30(b)(6).

I. BRIEF BACKGROUND.

The Debtor filed a voluntary Chapter 11 petition on June 30, 2024. The Committee apparently conceived of the Plan in its current form. *See, e.g.*, Ex. 1 (HB1164843); Ex. 2 (HB1157691); Committee’s Motion to Quash Deposition Notice (“Mot.”), Dkt. No. 904, at 2. As is particularly relevant here, at the Committee’s behest, the Plan: (i) is submitted under Section 524(g); and (2) labels Liberty a “Non-Settling Insurer”. Dkt. No. 766 at § 1.80.

On June 19, 2025, Liberty served the Committee with a single Deposition Notice pursuant to Rule 30(b)(6). Ex. 3. The notice included one Topic, with several subparts intended to guide the deposition and facilitate adequate preparation:

1. All facts and circumstances concerning the Plan, including, but not limited to:
 - a. The drafting and negotiation of the Plan;
 - b. The assertion that Section 524(g) of the Bankruptcy Code applies under the current circumstances;
 - c. The purported assignment of rights set forth in § 8.3(b) of the Plan;
 - d. Implementation and governance of the Asbestos Trust;
 - e. The creation, membership, and duties of the Asbestos Trust Advisory Committee; and
 - f. The anticipated effect(s) of the Plan on Liberty Mutual.

The Committee moved to quash the Deposition Notice, or in the alternative for a protective order, arguing that Liberty is entitled to no discovery whatsoever from the Committee. Mot. at 11. Liberty opposes that motion.

II. ARGUMENT.

A. The Committee Cannot Avoid Testifying Through a Blanket Assertion of Privilege.

The Committee seeks to quash the entirety of Liberty's Deposition Notice on grounds of privilege. According to the Committee, if it "were to designate witnesses who are not themselves Committee counsel, those witnesses would not be able to testify" without revealing information protected by the attorney-client privilege, work product doctrine, or common interest privilege. Mot. at 5.

The Committee's privilege-based objection fails. It is axiomatic that the "attorney-client privilege protects only the disclosure of communications—not underlying facts." *Anderson v. Fluor Intercontinental, Inc.*, No. 1:19-cv-289, 2019 U.S. Dist. LEXIS 228916, at *14 (E.D. Va. Nov. 8, 2019). Liberty's Deposition Topic seeks "facts and circumstances concerning the Plan." Such facts are fair game – and essential to prepare adequately for the Confirmation Hearing.¹

And, contrary to the Committee's argument, it obviously possesses facts responsive to Liberty's Topic. The Committee admits its involvement in the formation of the Plan. Mot. at 2. In fact, the Debtor's document productions make clear that the Committee agitated for the Debtor's pivot to submission of a Plan under 11 U.S.C. § 524(g), and was involved at every stage of the Plan drafting process. *See, e.g.*, Exs. 1-2. While communications between the Committee and its

¹ The Committee argues that because the "Plan is a legal document," any facts and circumstances relating to the plan "necessarily seek[]" privileged legal theories. Mot. at 10. But the cases the Committee cites in support of that argument are inapposite, because none deals with a deposition topic seeking facts concerning a material issue in the dispute. In *JPMorgan Chase Bank v. Liberty Mut. Ins. Co.*, 209 F.R.D. 361, 362-63 (S.D.N.Y.), the court denied the plaintiff's request for a 30(b)(6) deposition on topics that were "irrelevant to any material fact issue" in the case. And in *Walker v. IHI Power Servs. Corp.*, No. CV-23-57 WES, 2025 WL 949239, at *3 (D.R.I. Mar. 28, 2025), the court barred defendant's proposed deposition topics seeking "opinions about the claims and defenses of the parties in this case."

lawyers are privileged, the actual facts conveyed by the lawyers are not. *See Wellin v. Wellin*, No. 2:13-CV-1831-DCN, 2018 U.S. Dist. LEXIS 166702, at *31 (D.S.C. Feb. 19, 2018) (“[T]he attorney-client privilege and work product doctrine do not prevent the disclosure of facts communicated by a client to an attorney.”); *Hanson v. First Nat’l Bank*, Civil Action No. 5:10-0906, 2011 U.S. Dist. LEXIS 145855, at *4 (S.D. W. Va. Dec. 19, 2011) (“A client may not cloak bare facts with the protection of the privilege simply by conveying those facts to an attorney.”).²

Liberty is therefore entitled to elicit non-privileged testimony from the Committee’s designated witness. In the alternative, the Committee is free to stipulate that its members know nothing whatsoever about the Plan, and that every aspect of the Plan was conceived by its lawyers, without any input from their clients.

B. The Committee Must Testify Regarding Documents Produced in Discovery.

The Debtor has produced to Liberty documents relating to the Plan. *See, e.g.*, Exs. 1-2. Several of those documents demonstrate the Committee’s central role in developing the Plan and its specific provisions. *Id.* The Committee does not argue that those documents are privileged or unrelated to Liberty’s Topic. Liberty is therefore entitled to elicit non-privileged deposition testimony from the Committee on those documents and the facts and circumstances surrounding them. *See Briggs v. Juul Labs, Inc.*, No. 5:22-CV-121-D, 2024 U.S. Dist. LEXIS 98488, at *24

² The Committee argues in the alternative that Liberty’s Topic is “irrelevant to the proposed confirmation of the Plan.” Mot. at 6, n.8. But Liberty objects to the Plan on a variety of grounds, including the fact that the Plan is improper under Section 524(g). The Debtor’s document productions show that the Committee advocated for a Section 524(g) plan—despite the Debtor’s admission that it “has no ongoing business.” *E.g.*, Ex. 1. The testimony Liberty seeks is thus directly relevant and material to its Plan objection. *See* Fed. R. Civ. P. 26(b)(1) (a party “may obtain discovery regarding any nonprivileged matter that is relevant to any party’s claim or defense”).

(E.D.N.C. June 3, 2024) (“documents produced in discovery are often the subject of deposition testimony”).

C. Liberty’s Deposition Topic Relates to Just One Subject and Is Therefore Reasonably Particular.

The Committee’s arguments concerning the supposed overbreadth of the Notice also are unpersuasive. The Committee argues that the single Topic noticed by Liberty would be “unduly burdensome, if not impossible” for a single witness. The Committee also characterizes Liberty’s lone Topic as covering “‘nearly every conceivable facet’ of the litigation.” Mot. at 9 (internal quotation omitted). The Committee’s arguments are absurd. Liberty’s Deposition Notice includes one Topic with subparts, which are entirely related to the Plan proposed and negotiated by the Committee. Under any fair interpretation of Fed. R. Civ. P. 30(b)(6), Liberty has “describe[d] with reasonable particularity the matters for examination.”

The Committee further argues that Liberty’s inclusion of the phrase “including, but not limited to” renders Liberty’s Topic *per se* overbroad. But that is not a basis for quashing Liberty’s notice. In the cases cited by the Committee, the court merely struck the phrase from the noticed topics. *Richardson v. Rock City Mech. Co., LLC*, No. 3-09-0092, 2010 U.S. Dist. LEXIS 16647, at *30 (M.D. Tenn. Feb. 24, 2010) (“The phrase ‘but is not limited to’ shall be stricken from this topic.”); *Tri-State Hosp. Supply Corp. v. United States*, 226 F.R.D. 118, 125 (D.D.C. 2005) (“this court will strike the ‘but not limited to’ language within each of these categories”). Although Liberty’s single-topic notice does not require any narrowing, this Court could take the same approach, rather than quashing the Notice entirely.

Taken at face value, the Committee’s arguments would render overbroad every single 30(b)(6) Notice ever propounded. The notion that the Committee does not have a single member

who can be prepared to discuss the Plan is not credible. And, if that assertion is true, it should cause the Court serious consternation regarding the Plan it is being asked to authorize.

Finally, the Committee cannot reasonably complain that it lacks sufficient time to properly prepare a 30(b)(6) witness, as it has joined the Debtor's objection to adjourn the confirmation hearing to allow additional time to complete discovery. *See* Dkt. No. 914. Remarkably, the Committee is insisting that the confirmation hearing should proceed on July 1 while at the same time admitting that *it still has not produced documents directly relevant to the Plan* less than a week before the scheduled hearing. *Id.* at para. 6. The tactics here are transparent: the Committee and the Debtor are seeking to jam the Plan through while depriving Liberty of necessary discovery and/or dumping that discovery on Liberty at the last minute.

III. CONCLUSION.

Liberty respectfully requests that the Court deny the Committee's Motion to Quash Deposition Notice and require the Committee to designate a witness pursuant to Fed. R. Civ. P. 30(b)(6). The Court should order the Committee to prepare a witness for deposition, and to refrain from excessive and baseless privilege objections during the deposition.

Dated: June 24, 2025

Respectfully submitted,

/s/ Douglas M. Foley

Douglas M. Foley (Bar No. 34364)

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Jonathan D. Marshall (admitted *pro hac vice*)

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*Co-Counsel to Liberty Mutual Insurance
Company*

CERTIFICATE OF SERVICE

I hereby certify that on June 24, 2025, a true copy of the foregoing was filed with the Clerk of the Court using the CM/ECF system, which will send a notification of electronic filing (NEF) to all creditors and parties in interest.

/s/ Douglas M. Foley

Exhibit 1

Message

From: Santelle, Patricia
Sent: Thursday, December 5, 2024 1:49 PM
To: Rovira, Joseph ; Brown, Tyler ; Leslie A. Davis
Subject: Re: Hopeman - Outstanding Issues/Next Steps [WWLLP-PHLDMS1.FID393692]

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Thanks for the quick response. We can discuss further tomorrow but, as I advised the other day, our client is concerned that they are not being consulted and that could have (or already may have had) negative repercussions for them.

Patti

Patricia B. Santelle, Chair Emeritus

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

Direct 215.864.6205 | Fax 215.789.7505

santellep@whiteandwilliams.com | whiteandwilliams.com

From: Rovira, Joseph <JosephRovira@andrewskurth.com>

Sent: Thursday, December 5, 2024 1:33:12 PM

To: Santelle, Patricia <Santellep@whiteandwilliams.com>; Brown, Tyler <tpbrown@hunton.com>; Leslie A. Davis <Leslie.Davis@troutman.com>

Subject: RE: Hopeman - Outstanding Issues/Next Steps [WWLLP-PHLDMS1.FID393692]

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Patti,

There is no provision for 524. The Committee wants us to discuss that as part of negotiations over a Plan and the Debtor agreed to discuss it. That's it.

The term sheet doesn't say we can give Chubb a copy without the Committee's consent, it says we can disclose its existence to the extent necessary to inform Chubb of the continuance. We then, at your request, asked for consent to share the term sheet and got it. Why are you still complaining or making comments about it?

HUNTON
ANDREWS KURTH

Joseph Rovira

Partner

josephrovira@huntonak.com

p 713.220.4609

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

Hunton Andrews Kurth LLP

600 Travis Street

Suite 4200

Houston, TX 77002

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

Sent: Thursday, December 5, 2024 11:59 AM

To: Rovira, Joseph <JosephRovira@andrewskurth.com>; Brown, Tyler <tpbrown@hunton.com>; Leslie A. Davis <Leslie.Davis@troutman.com>

Subject: Re: Hopeman - Outstanding Issues/Next Steps [WWLLP-PHLDMS1.FID393692]

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Thanks, Joseph. Not sure why it couldn't have been disclosed at least to Chubb without having to run it by the committee since there is a provision for that. But more importantly, and we are already hearing from Chubb on this, we don't understand why there is provision for 524(g) and will need to discuss that tomorrow as well.

Patti

Patricia B. Santelle, Chair Emeritus

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santellep@whiteandwilliams.com | whiteandwilliams.com

From: Rovira, Joseph <JosephRovira@andrewskurth.com>

Sent: Thursday, December 5, 2024 9:32:40 AM

To: Brown, Tyler <tpbrown@hunton.com>; Santelle, Patricia <Santellep@whiteandwilliams.com>; Leslie A. Davis <Leslie.Davis@troutman.com>

Subject: RE: Hopeman - Outstanding Issues/Next Steps [WWLLP-PHLDMS1.FID393692]

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Patti and Leslie,

We heard back from the Committee and they agreed that both the Chubb Insurers and Resolute Insurers can stand down on discovery.

Also, attached is a copy of the term sheet.

Thanks.

HUNTON
ANDREWS KURTH

Joseph Rovira
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From: Brown, Tyler <tpbrown@hunton.com>
Sent: Wednesday, December 4, 2024 3:40 PM
To: Santelle, Patricia <Santellep@whiteandwilliams.com>; Rovira, Joseph <JosephRovira@andrewskurth.com>; Leslie A. Davis <Leslie.Davis@troutman.com>
Subject: RE: Hopeman - Outstanding Issues/Next Steps [WWLLP-PHLDMS1.FID393692]
Why don't we plan on 1:30 p.m. ET Friday. Thanks.

From: Santelle, Patricia <Santellep@whiteandwilliams.com>
Sent: Wednesday, December 4, 2024 4:23 PM
To: Rovira, Joseph <JosephRovira@andrewskurth.com>; Brown, Tyler <tpbrown@hunton.com>; Leslie A. Davis <Leslie.Davis@troutman.com>
Subject: Re: Hopeman - Outstanding Issues/Next Steps [WWLLP-PHLDMS1.FID393692]

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Leslie and Tyler, are you available Friday? I am other than 3-4 pm.
Patti

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santellep@whiteandwilliams.com | whiteandwilliams.com

From: Rovira, Joseph <JosephRovira@andrewskurth.com>
Sent: Wednesday, December 4, 2024 3:59:34 PM
To: Santelle, Patricia <Santellep@whiteandwilliams.com>; Brown, Tyler <tpbrown@hunton.com>; Leslie A. Davis <Leslie.Davis@troutman.com>
Subject: RE: Hopeman - Outstanding Issues/Next Steps [WWLLP-PHLDMS1.FID393692]
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My schedule is pretty open on Friday.

HUNTON
ANDREWS KURTH

Joseph Rovira
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Houston, TX 77002

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From: Santelle, Patricia <Santellep@whiteandwilliams.com>
Sent: Wednesday, December 4, 2024 2:38 PM
To: Brown, Tyler <tpbrown@hunton.com>; Leslie A. Davis <Leslie.Davis@troutman.com>
Cc: Rovira, Joseph <JosephRovira@andrewskurth.com>
Subject: Re: Hopeman - Outstanding Issues/Next Steps [WWLLP-PHLDMS1.FID393692]

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I'm pretty booked up tomorrow afternoon - do you want to try for Friday?

Patti

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From: Brown, Tyler <tpbrown@hunton.com>
Sent: Wednesday, December 4, 2024 3:27:42 PM
To: Santelle, Patricia <Santellep@whiteandwilliams.com>; Leslie A. Davis <Leslie.Davis@troutman.com>
Cc: Rovira, Joseph <JosephRovira@andrewskurth.com>
Subject: RE: Hopeman - Outstanding Issues/Next Steps [WWLLP-PHLDMS1.FID393692]
CAUTION: This message originated outside of the firm. Use caution when opening attachments, clicking links or responding to requests for information.

I could join a call at 4:30 p.m. today, but if tomorrow works fine for you two, I will have more time then.

From: Santelle, Patricia <Santellep@whiteandwilliams.com>
Sent: Wednesday, December 4, 2024 2:45 PM
To: Rovira, Joseph <JosephRovira@andrewskurth.com>; Brown, Tyler <tpbrown@hunton.com>
Cc: Leslie A. Davis <Leslie.Davis@troutman.com>
Subject: RE: Hopeman - Outstanding Issues/Next Steps [WWLLP-PHLDMS1.FID393692]

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Leslie and I are generally available this afternoon. I have a hard stop at 5 p.m. ET. Thanks.

Patti

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From: Rovira, Joseph <JosephRovira@andrewskurth.com>

Sent: Wednesday, December 4, 2024 11:12 AM

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

Cc: Leslie A. Davis <Leslie.Davis@troutman.com>

Subject: RE: Hopeman - Outstanding Issues/Next Steps [WWLLP-PHLDMS1.FID393692]

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Patti,

We have made the request to the Committee to share the term sheet and to confirm discovery is abated and have not heard back. On the discovery piece, while we were happy to make the request for confirmation, I suggest you also reach out to Committee counsel if it is that large of a concern for your clients. That isn't really the Debtor's fight.

We are available to discuss the objections. Tyler and I are both available generally this afternoon or tomorrow afternoon, what times works for you?

We will follow up with the client on the qualified settlement fund. I would also note that we can add language to the order that just directs the funds are paid to the Debtor's DIP account (or perhaps a segregated new DIP subaccount) authorized under the Cash Management Order if necessary. Use of those funds would still be subject to further Court order.

Lastly, your continued implication that the Debtor is not complying with its obligations under the settlement agreements is disingenuous and not productive. We have kept you current on developments and consulted with you promptly upon your requests consistent with our obligations under the agreements and any implication to the contrary is waste of everyone's time. Let's focus on the real issues and see if there is a resolution that works for everyone and not waste time with pointless posturing.

Thanks.

Joseph Rovira
Partner
josephrovira@huntonak.com
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Houston, TX 77002

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

Sent: Tuesday, December 3, 2024 8:24 PM

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

Cc: Leslie A. Davis <Leslie.Davis@troutman.com>

Subject: RE: Hopeman - Outstanding Issues/Next Steps [WWLLP-PHLDMS1.FID393692]

Importance: High

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Tyler and Joseph –

This is to follow-up on our conversation yesterday.

First, if you haven't already, please:

1. Request that the Settling Insurers can receive a copy of the final executed term sheet between Hopeman and the Committee; and
2. Confirm that the Committee agrees that discovery is at a standstill between it and the Settling Insurers.

Second, please let us know when you are available to talk about proposed resolution of the pending objections to the insurer settlements and any other issues which may be addressed at the hearing currently scheduled for December 16.

Third, to the extent that you suggested that AIG, CNA, and Gen Re be prepared to make payment ASAP if their settlement agreement is approved, please identify the payee and provide wiring instructions – pursuant to the settlement agreement, “if the Liquidating Trust is not yet effective or otherwise unable to receive payment of the Settlement Amount on the Payment Date, [payment shall be made] to a qualified settlement fund established pursuant to Section 1.468B-1 et seq. of the Internal Revenue Code.”

Last but not least, this is to remind Hopeman of its obligation under the settlement agreements:

“to reasonably cooperate with [Settling] Insurers and their representatives in connection with the Approval Order and the Bankruptcy Case. Such reasonable cooperation shall include consulting with [Settling] Insurers at their request concerning the status of the Bankruptcy Case, including the status of the Motion or any objections to the Motion, and providing [Settling] Insurers at their request as soon as reasonably practicable with copies of non-privileged documents that are not otherwise filed as of public record relating to the Bankruptcy Case, the Motion, or the service of the Motion.

We expect complete and prompt compliance with these terms. Thank you.

Patti

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From: Rovira, Joseph <JosephRovira@andrewskurth.com>

Sent: Monday, December 2, 2024 10:48 AM

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

Cc: Leslie A. Davis <Leslie.Davis@troutman.com>; Brown, Tyler <tpbrown@hunton.com>; Long, Toby <hlong@hunton.com>

Subject: RE: Hopeman [WWLLP-PHLDMS1.FID393692]

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Patti,

3:30 p.m. eastern works for us. Thanks.

Joseph Rovira
Partner
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600 Travis Street
Suite 4200
Houston, TX 77002

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From: Santelle, Patricia <Santellep@whiteandwilliams.com>
Sent: Monday, December 2, 2024 8:54 AM
To: Rovira, Joseph <JosephRovira@andrewskurth.com>
Cc: Leslie A. Davis <Leslie.Davis@troutman.com>; Brown, Tyler <tpbrown@hunton.com>; Long, Toby <hlong@hunton.com>
Subject: RE: Hopeman [WWLLP-PHLDMS1.FID393692]

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Thanks, Joseph. Leslie and I are available this afternoon:

1:30 – 2 p.m. ET

3:30 p.m. ET – on

Patti

Patricia B. Santelle, Chair Emeritus

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From: Rovira, Joseph <JosephRovira@andrewskurth.com>
Sent: Monday, December 2, 2024 9:28 AM
To: Santelle, Patricia <Santellep@whiteandwilliams.com>
Cc: Leslie A. Davis <Leslie.Davis@troutman.com>; Brown, Tyler <tpbrown@hunton.com>; Long, Toby <hlong@hunton.com>
Subject: RE: Hopeman [WWLLP-PHLDMS1.FID393692]

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Patti,

I am generally free this afternoon other than 1:00 p.m. to 2:00 p.m. central. I am also generally free tomorrow before 3:30 p.m. central.

Thanks.

Joseph Rovira
Partner
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From: Santelle, Patricia <Santellep@whiteandwilliams.com>
Sent: Monday, December 2, 2024 8:01 AM
To: Rovira, Joseph <JosephRovira@andrewskurth.com>
Cc: Leslie A. Davis <Leslie.Davis@troutman.com>; Brown, Tyler <tpbrown@hunton.com>; Long, Toby <hlong@hunton.com>
Subject: RE: Hopeman [WWLLP-PHLDMS1.FID393692]
Importance: High

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Joseph, we need to set up a time to discuss the status of this overall. I haven't checked with Leslie on her availability, but please advise on your end as to today and/or tomorrow at the latest. Thank you.
Patti

Patricia B. Santelle, Chair Emeritus

1650 Market Street | One Liberty Place, Suite 1800 | Philadelphia, PA 19103-7395
Direct 215.864.6205 | Fax 215.789.7505
santellep@whiteandwilliams.com | whiteandwilliams.com

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From: Rovira, Joseph <JosephRovira@andrewskurth.com>
Sent: Monday, November 25, 2024 11:08 AM
To: Santelle, Patricia <Santellep@whiteandwilliams.com>
Cc: Leslie A. Davis <Leslie.Davis@troutman.com>; Brown, Tyler <tpbrown@hunton.com>; Long, Toby <hlong@hunton.com>
Subject: RE: Hopeman

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Patti,

Yes, we had a discussion with them but did not get their formal proposal as of yet. We were told we would have a term sheet by today, but have not received it yet. Once we actually see the term sheet and discuss with our client, we will follow up with you.

Thanks.

Joseph Rovira
Partner
josephrovira@huntonak.com
p 713.220.4609
[bio](#) | [vCard](#)

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600 Travis Street
Suite 4200
Houston, TX 77002

HuntonAK.com

From: Santelle, Patricia <Santellep@whiteandwilliams.com>
Sent: Monday, November 25, 2024 9:37 AM
To: Rovira, Joseph <JosephRovira@andrewskurth.com>
Cc: Leslie A. Davis <Leslie.Davis@troutman.com>; Brown, Tyler <tpbrown@hunton.com>; Long, Toby <hlong@hunton.com>
Subject: Re: Hopeman

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Hi Joseph, I'm following up to see if you had the discussion with the committee regarding their proposal - please advise. Thanks.

Patti

Patricia B. Santelle, Chair Emeritus

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

Direct 215.864.6205 | Fax 215.789.7505

santellep@whiteandwilliams.com | whiteandwilliams.com

From: Rovira, Joseph <JosephRovira@andrewskurth.com>
Sent: Wednesday, November 20, 2024 6:47:57 PM
To: Santelle, Patricia <Santellep@whiteandwilliams.com>
Cc: Leslie A. Davis <Leslie.Davis@troutman.com>; Brown, Tyler <tpbrown@hunton.com>; Long, Toby <hlong@hunton.com>
Subject: Re: Hopeman

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Patti,

12:30 eastern works. Thanks.

Joseph Rovira

Partner

HUNTON ANDREWS KURTH LLP

600 Travis Street, Suite 4200 | Houston, TX 77002

+1.713.220.4609 Phone | +1 713.220.4285 Fax

JosephRovira@HuntonAK.com | [vCard](#) | [Bio](#) | HuntonAK.com

On Nov 20, 2024, at 4:01 PM, Santelle, Patricia <Santellep@whiteandwilliams.com> wrote:

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Sorry I missed the window today - for tomorrow , we should be available between 12:30-2:30 ET.

Thanks!

Patti

Patricia B. Santelle, Chair Emeritus

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

Direct 215.864.6205 | Fax 215.789.7505

santellep@whiteandwilliams.com | whiteandwilliams.com

From: Rovira, Joseph <JosephRovira@andrewskurth.com>

Sent: Wednesday, November 20, 2024 12:07:26 PM

To: Santelle, Patricia <Santellep@whiteandwilliams.com>; Davis, Leslie A. <Leslie.Davis@troutman.com>

Cc: Brown, Tyler <tpbrown@hunton.com>; Long, Toby <hlong@hunton.com>

Subject: RE: Hopeman

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Sure. I am free after 2:30 p.m. central today. I am also generally free tomorrow after 10:00 a.m. central.

Joseph Rovira

Partner

josephrovira@hunton.com
p 713.220.4609
[bio](#) | [vCard](#)

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600 Travis Street
Suite 4200
Houston, TX 77002

HuntonAK.com

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

Sent: Wednesday, November 20, 2024 11:01 AM

To: Rovira, Joseph <JosephRovira@andrewskurth.com>; Davis, Leslie A. <Leslie.Davis@troutman.com>

Cc: Brown, Tyler <tpbrown@hunton.com>; Long, Toby <hlong@hunton.com>

Subject: Re: Hopeman

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Joseph, thank you for your email. I had emailed you all last week to set up a time to talk and had not heard back – can we speak before you speak to the committee? Thank you.

Patti

Patricia B. Santelle, Chair Emeritus

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

Direct 215.864.6205 | Fax 215.789.7505

santellep@whiteandwilliams.com | whiteandwilliams.com

From: Rovira, Joseph <JosephRovira@andrewskurth.com>

Sent: Wednesday, November 20, 2024 11:40:01 AM

To: Santelle, Patricia <Santellep@whiteandwilliams.com>; Davis, Leslie A.
<Leslie.Davis@troutman.com>

Cc: Brown, Tyler <tpbrown@hunton.com>; Long, Toby <hlong@hunton.com>

Subject: Hopeman

CAUTION: This message originated outside of the firm. Use caution when opening attachments, clicking links or responding to requests for information.

Patti and Leslie,

I hope you are doing well. The Committee requested a one-week extension for the hearing on the 9019 Motions because they intend to make a proposal that would resolve their objections this week. They asked for the additional time so they could focus on the proposal and allow for discussion. After confirming the court could hear us on continued hearing dates of December 16-17, we agreed to a one-week extension with the Committee on the hearing dates and will be uploading the attached order later today. We have a call scheduled Friday with the Committee to discuss their proposal. Thank you.

Joseph Rovira

Partner

josephrovira@hunton.com

p 713.220.4609

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

Hunton Andrews Kur

600 Travis Street

Suite 4200

Houston, TX 77002

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Exhibit 2

Message

From: Rovira, Joseph [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3BEB8F0383A84F4F937719672CF132BE-ROVIRA, JOS]
Sent: 12/1/2024 1:33:57 PM
To: Jeffrey Liesemer [jliesemer@capdale.com]; Brown, Tyler [tpbrown@hunton.com]
CC: 'Trey Branham (tbranham@dobslegal.com)' [tbranham@dobslegal.com]; Lisa Busch [lbusch@simmonsfirm.com]; Kevin Maclay [kmaclay@capdale.com]; Todd Phillips [tphillips@capdale.com]; Edwards, Brady [brady.edwards@morganlewis.com]; Nes, W. Brad [brad.nes@morganlewis.com]; Raskin, Jeffrey S. [jeffrey.raskin@morganlewis.com]; Cox, David Sean [david.cox@morganlewis.com]; Long, Toby [hlong@hunton.com]; Nathaniel Miller [NMiller@Capdale.com]
Subject: RE: HBI - Draft Settlement Term Sheet
Attachments: Settlement Term Sheet (11-29-2024).doc

Jeff,

Thanks, the Debtor is signed off on the term sheet. Tyler's signature added to the attached.

HUNTON
ANDREWS KURTH

Joseph Rovira
Partner
josephrovira@huntonak.com
p 713.220.4609
bio | vCard

Hunton Andrews Kurth LLP
600 Travis Street
Suite 4200
Houston, TX 77002

HuntonAK.com

From: Jeffrey Liesemer
Sent: Friday, November 29, 2024 4:25 PM
To: Rovira, Joseph ; Brown, Tyler
Cc: 'Trey Branham (tbranham@dobslegal.com)' ; Lisa Busch ; Kevin Maclay ; Todd Phillips ; Edwards, Brady ; Nes, W. Brad ; Raskin, Jeffrey S. ; Cox, David Sean ; Long, Toby ; Nathaniel Miller
Subject: RE: HBI - Draft Settlement Term Sheet

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Tyler and Joseph—The Committee has agreed to the changes shown in your markup of November 27. Accordingly, I attach the final version of the term sheet for your execution. Also attached is a redline showing the conversion of the document from draft to final and a couple of non-substantive “clean-up” edits. Best. J.A.L.

Jeffrey A. Liesemer

Member

t. 202.862.5007 m. 571.451.4828 | jliesemer@capdale.com

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Washington, D.C.



From: Rovira, Joseph <JosephRovira@andrewskurth.com>
Sent: Wednesday, November 27, 2024 6:12 PM
To: Jeffrey Liesemer <jliesemer@capdale.com>; Brown, Tyler <tpbrown@hunton.com>
Cc: 'Trey Branham (tbranham@dobslegal.com)' <tbranham@dobslegal.com>; Lisa Busch <lbusch@simmonsfirm.com>; Kevin Maclay <kmaclay@capdale.com>; Todd Phillips <tphillips@capdale.com>; Edwards, Brady <brady.edwards@morganlewis.com>; Nes, W. Brad <brad.nes@morganlewis.com>; Raskin, Jeffrey S. <jeffrey.raskin@morganlewis.com>; Cox, David Sean <david.cox@morganlewis.com>; Long, Toby <hlong@hunton.com>; Nathaniel Miller <NMiller@Capdale.com>
Subject: EXTERNAL: RE: HBI - Draft Settlement Term Sheet

Fed. R. Evid. 408 – For Settlement Purposes Only

Jeff,

Thanks for the mark-up. Attached please find a revised version, clean and with our edits in the redline. The changes to paragraph 2 were made because we anticipate that we could be negotiating over the terms of the order with the UST, Resolute and potentially other objecting parties within seven calendar days of the hearing. So, we acknowledge and agree with the Committee retaining a right to object to Motion if changes are made inconsistent with the language in section 2, we are just concerned with the lead time given how deals like this tend to be negotiated up to the last minute.

The other changes were to delete definitions for terms that are no longer being used in the document.

Thank you, and please let us know if you have any questions or want to discuss.

HUNTON
ANDREWS KURTH

Joseph Rovira
Partner
josephrovira@huntonak.com
p 713.220.4609
bio | vCard

Hunton Andrews Kurth LLP
600 Travis Street
Suite 4200
Houston, TX 77002

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From: Jeffrey Liesemer <jliesemer@capdale.com>
Sent: Wednesday, November 27, 2024 12:49 PM
To: Rovira, Joseph <JosephRovira@andrewskurth.com>; Brown, Tyler <tpbrown@hunton.com>
Cc: 'Trey Branham (tbranham@dobslegal.com)' <tbranham@dobslegal.com>; Lisa Busch <lbusch@simmonsfirm.com>; Kevin Maclay <kmaclay@capdale.com>; Todd Phillips <tphillips@capdale.com>; Edwards, Brady <brady.edwards@morganlewis.com>; Nes, W. Brad <brad.nes@morganlewis.com>; Raskin, Jeffrey S. <jeffrey.raskin@morganlewis.com>; Cox, David Sean <david.cox@morganlewis.com>; Long, Toby <hlong@hunton.com>; Nathaniel Miller <NMiller@Capdale.com>
Subject: RE: HBI - Draft Settlement Term Sheet

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Tyler and Joseph—I attach the revised term sheet, which has been modified to reflect our discussion yesterday, together with a redlined comparison to your markup. Best. J.A.L.

Jeffrey A. Liesemer

Member

t. 202.862.5007 m. 571.451.4828 | jliesemer@capdale.com

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[Washington, D.C.](#)



From: Rovira, Joseph <JosephRovira@andrewskurth.com>

Sent: Tuesday, November 26, 2024 10:57 AM

To: Jeffrey Liesemer <jliesemer@capdale.com>; Brown, Tyler <tpbrown@hunton.com>

Cc: 'Trey Branham (tbranham@dobslegal.com)' <tbranham@dobslegal.com>; Lisa Busch <lbusch@simmonsfirm.com>;

Kevin Maclay <kmaclay@capdale.com>; Todd Phillips <tphillips@capdale.com>; Edwards, Brady

<brady.edwards@morganlewis.com>; Nes, W. Brad <brad.nes@morganlewis.com>; Raskin, Jeffrey S.

<jeffrey.raskin@morganlewis.com>; Cox, David Sean <david.cox@morganlewis.com>; Long, Toby

<hlong@hunton.com>; Nathaniel Miller <NMiller@Capdale.com>

Subject: EXTERNAL: RE: HBI - Draft Settlement Term Sheet

Fed. R. Evid. 408 – For Settlement Purposes Only

Jeff,

Thank you for the term sheet. While we understand that Committee's desire to go forward with a 524(g) trust, the proposed term sheet goes far beyond anything we have discussed with the Committee. As we stated on the call last Thursday, the Debtor is open to and will negotiate over the terms of a 524(g) Trust in good faith, but the proposed term sheet locks the Debtor into pursuing that path now, which the Debtor is not in a position to agree to at this time. There are a number of issues that need to be discussed and vetted, including the costs of the FCR and costs associated with a 524(g) trust as compared to current structure, how the Trust will be funded (whether a deal with Chubb is reached or not), the proposed recoveries to claimants under a 524(g) structure, and if a confirmable plan can be proposed given Hopeman has no ongoing business. There is not enough time to work through all these issues before the hearing on the 16th and keep the litigation on pause.

We believe the changes in the attached are a better reflection of the discussions we have had to date. Specifically, the attached term sheet (i) puts a pause on litigation; (ii) allows the Resolute settlement to be approved so that there will be sufficient cash to fund the bankruptcy process and a trust, whatever structure may ultimately be proposed and agreed to; (iii) commits that the parties will negotiate in good faith over the terms of a 524(g) trust and other case issues; and (iv) provides for a mediation to occur quickly to see if a deal can be reached with Chubb that the Committee supports. The Debtor must maintain optionality consistent with its fiduciary duties to the estate to see how these various issues play out before committing to a path forward.

Thank you, and please let us know if you have any questions on the attached. Tyler and I can be available to discuss at your convenience once you have reviewed.

HUNTON
ANDREWS KURTH

Joseph Rovira

Partner

josephrovira@huntonak.com

p 713.220.4609

bio | vCard

Hunton Andrews Kurth LLP

600 Travis Street

Suite 4200

Houston, TX 77002

HuntonAK.com

From: Jeffrey Liesemer <jliesemer@capdale.com>

Sent: Monday, November 25, 2024 2:33 PM

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

Cc: 'Trey Branham (tbranham@dobslegal.com)' <tbranham@dobslegal.com>; Lisa Busch <lbusch@simmonsfirm.com>;

Kevin Maclay <kmaclay@capdale.com>; Todd Phillips <tphillips@capdale.com>; Edwards, Brady

<brady.edwards@morganlewis.com>; Nes, W. Brad <brad.nes@morganlewis.com>; Raskin, Jeffrey S.

<jeffrey.raskin@morganlewis.com>; Cox, David Sean <david.cox@morganlewis.com>; Long, Toby

<hlong@hunton.com>; Nathaniel Miller <NMiller@Capdale.com>

Subject: HBI - Draft Settlement Term Sheet

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Tyler and Joseph—Attached is the draft Settlement Term Sheet for Hopeman Brothers, Inc. Best. J.A.L.

Jeffrey A. Liesemer

Member

t. 202.862.5007 m. 571.451.4828 | jliesemer@capdale.com

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Exhibit 3

Douglas M. Foley (Bar No. 34364)
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Two James Center
1021 E. Cary St., Suite 1400
Richmond, VA 23219
Tel: 804-771-5746
Fax: 888-360-9092
dmfoley@kaufcan.com

Douglas R. Gooding (*pro hac vice*)
CHOATE, HALL & STEWART LLP
Two International Place
Boston, MA 02110
Tel: 617-248-5000
Fax: 617-502-5277
dgooding@choate.com

Counsel for Liberty Mutual Insurance Company

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

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

NOTICE OF DEPOSITION

PLEASE TAKE NOTICE THAT, in accordance with Rule 30(b)(6) of the Federal Rules of Civil Procedure, as made applicable by the Federal Rules of Bankruptcy Procedure, counsel for Liberty Mutual Insurance Company (“Liberty”) will take the deposition of the Unsecured Creditors’ Committee (the “UCC”) commencing at 10:00 a.m. on June 27, 2025 via videoconference. The deposition will be taken before a court reporter or other person authorized to administer oaths and may be recorded by stenographic and videographic means. The deposition will continue from day to day until concluded, or may be continued until completed at a future date or dates. Pursuant to Rule 30(b)(6), the UCC shall designate one or more of its directors, members, or other persons who are most qualified, knowledgeable, and competent to testify on its behalf as to all matters known or reasonably available to the UCC with respect to each of the Deposition Topics set forth in set forth in Attachment A.

Liberty reserves all rights to seek further testimony or serve additional Deposition Topics pursuant to Rule 30(b)(6) in the future.

Date: June 19, 2025

/s/ Douglas M. Foley

Douglas M. Foley (Bar No. 34364)
KAUFMAN & CANOLES, P.C.
Two James Center
1021 E. Cary St., Suite 1400
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Tel.: 804-771-5746
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dmfoley@kaufcan.com

– and –

Douglas R. Gooding (*pro hac vice*)
CHOATE, HALL & STEWART LLP
Two International Place
Boston, Massachusetts 02110
Tel: (617) 248-5000
Fax: 617-502-5277
dgooding@choate.com

Counsel for Liberty Mutual Insurance Company

ATTACHMENT A

DEFINITIONS

1. “Hopeman” means the Debtor Hopeman Brothers, Inc. and/or any of its parents, subsidiaries, or affiliates, and its employees, agents, representatives, attorneys, and any person acting or purporting to act on Hopeman’s behalf or under Hopeman’s control.

2. The “Plan” means Hopeman’s Plan of Reorganization under Chapter 11 of the U.S. Bankruptcy Code (ECF No. 689) (together with all exhibits, amendments, modifications, and supplements thereto, including the Plan Supplement filed on June 6, 2025). Capitalized terms used in the Topics have the meanings set forth in the Plan.

DEPOSITION TOPICS

1. All facts and circumstances concerning the Plan, including, but not limited to:
 - a. The drafting and negotiation of the Plan;
 - b. The assertion that Section 524(g) of the Bankruptcy Code applies under the current circumstances;
 - c. The purported assignment of rights set forth in § 8.3(b) of the Plan;
 - d. Implementation and governance of the Asbestos Trust;
 - e. The creation, membership, and duties of the Asbestos Trust Advisory Committee;
and
 - f. The anticipated effect(s) of the Plan on Liberty Mutual.