Docket #1516 Date Filed: 06/29/2026

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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

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

DECLARATION OF KEVIN J. FINNERTY IN SUPPORT OF MOTION FOR LIMITED MODIFICATION OF MEDIATION ORDER

I, Kevin J. Finnerty, in accordance with 28 U.S.C. § 1746, declare:

1. I am a partner at Choate, Hall & Stewart LLP. I am one of the attorneys representing Liberty Mutual Insurance Company ("Liberty Mutual") in this matter. I submit this Declaration in support of *Liberty Mutual Insurance Company's Motion for Limited Modification of Mediation Order* (the "Motion"), filed contemporaneously herewith.
2. On May 28, 2026, I served *Liberty Mutual Insurance Company's First Set of Interrogatories to the Debtor Related to the 2003 Indemnification Agreement* (the "Interrogatories") on counsel to the Debtor. A true and correct copy of the Interrogatories, along with a clarifying email, is attached hereto as **Exhibit 1**.
3. On May 28, 2026, I served *Liberty Mutual Insurance Company's First Request for the Production of Documents from the Debtor Related to the 2003 Indemnification Agreement* (the "LM RFPs") on counsel to the Debtor. A true and correct copy of the LM RFPs is attached hereto as **Exhibit 2**.
4. On June 11, 2026, the Debtor's counsel served Liberty Mutual with *the Objections of the Debtor to Liberty Mutual Insurance Company's First Set of Interrogatories to the Debtor*

Related to the 2003 Indemnification Agreement (the "RFP Objections"). A true and correct copy of the RFP Objections is attached hereto as **Exhibit 3**.

5. On June 11, 2026, the Debtor's counsel served Liberty Mutual with *the Objections of the Debtor to Liberty Mutual Insurance Company's First Request for the Production of Documents to the Debtor Related to the 2003 Indemnification Agreement* (the "Interrogatory Objections"). A true and correct copy of the Interrogatory Objections is attached hereto as **Exhibit 4**.

6. From June 12 through June 17, 2026, I corresponded with counsel to the Debtor in an effort to resolve disputes concerning the scope of discovery. A true and correct copy of this email chain is attached hereto as **Exhibit 5**.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: June 29, 2026

By: /s/ Kevin. J. Finnerty
Kevin J. Finnerty (admitted *pro hac vice*)

Counsel to Liberty Mutual Insurance Company

Exhibit 1

Thomas, Alexandra

From: Finnerty, Kevin J.
Sent: Friday, June 5, 2026 3:14 PM
To: Brown, Tyler; Long, Toby
Cc: Foley, Douglas M.; Gooding, Doug; Marshall, Jonathan D.; Thomas, Alexandra
Subject: RE: Hopeman -- Liberty's Discovery Requests
Attachments: Hopeman - Interrogatories Related to Minimization Obligation_5.28.26.pdf

Tyler and Toby,

Following up on one point here, Definition No. 10 of the Interrogatories inadvertently omitted the cases addressed by the Seventh Interim Stay Order – *i.e.*:

- *Gomez v. Lamons Gasket Company, et al*, 2:23-cv-02850 (E.D. La.);
- *Morgan v. Huntington Ingalls Inc., et al.*, 2:25-cv-00612 (E.D. La.);
- *Larousse v. Taylor-Seidenbach, Inc., et al.*, 2:24-02870 (E.D. La.);
- *Rogers v. Taylor-Seidenbach, Inc.*, et al., 2:24-01268 (E.D. La.); and
- *Wilson v. Eagle, Inc., et al.*, 2:24-cv-01845 (E.D. La.).

Those cases should be considered "Non-Stayed Actions", as that term is used in the Interrogatories.

Thanks,
Kevin

From: Finnerty, Kevin J.
Sent: Thursday, May 28, 2026 2:01 PM
To: Brown, Tyler <tpbrown@hunton.com>; Long, Toby <hlong@hunton.com>
Cc: Foley, Douglas M. <dmfoley@kaufcan.com>; Gooding, Doug <dgooding@choate.com>; Marshall, Jonathan D. <jmarshall@choate.com>; Thomas, Alexandra <AThomas@choate.com>
Subject: Hopeman -- Liberty's Discovery Requests

Tyler and Toby,

I hope you're doing well. Following up on last week's hearing, we've attached RFPs and Interrogatories directed to Hopeman. They call for responses within 30 days, consistent with the applicable rules. That being said, if there are any issues you'd like to discuss prior to the June 17 hearing, please let us know.

Thanks,
Kevin

Kevin J. Finnerty

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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)**

LIBERTY MUTUAL INSURANCE COMPANY'S FIRST SET OF INTERROGATORIES TO THE DEBTOR RELATED TO THE 2003 INDEMNIFICATION AGREEMENT

Liberty Mutual Insurance Company ("Liberty") hereby propounds the following interrogatories (the "Interrogatories") on Hopeman Brothers, Inc. ("Hopeman" or the "Debtor"), pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and Rules 9014, 7026, and 7033 of the Federal Rules of Bankruptcy Procedure, to be answered by **June 29, 2026**.

DEFINITIONS

1. "Hopeman", "You", or "Your" means the Debtor and/or any of its members, agents, representatives, attorneys, and any person acting or purporting to act on the Debtor's behalf or under the Debtor's control.

2. The "Bankruptcy" means the bankruptcy proceedings commenced by Hopeman's Petition, Case No. 24-32428 (KLP).

3. The "2003 Indemnification Agreement" means the Indemnification and Hold Harmless Agreement between Hopeman and Liberty Mutual, dated March 21, 2003.

4. "Asbestos Related Claim" shall have the meaning set forth in the 2003 Indemnification Agreement.

5. "Indemnified Claim" shall have the meaning set forth in the 2003 Indemnification Agreement.

6. "Asbestos Claims" shall mean claims, actions, or proceedings relating to (1) Indemnified Claims and/or (2) Asbestos Related Claims.

7. "Liberty Mutual's Claim" means the Proof of Claim submitted by Liberty Mutual in the Bankruptcy, dated November 4, 2024, as the same has been or may be amended from time to time.

8. "Lift Stay Motions" means, collectively, the Debtor's motions to extend, vacate, or otherwise modify the automatic stay imposed as a result of the Debtor's Bankruptcy, including Docket Nos. 0007, 0579, 0687, 0839, 1195, 1324, and 1424.

9. "Lift Stay Orders" means the Court's Orders entering and approving each of the Lift Stay Motions, including Docket Nos. 0035, 0245, 0622, 0733, 0900, 1221, 1343, and 1436.

10. "Non-Stayed Actions" means the following cases: (1) *Ditcharo v. Union Pacific Railroad Company, et al.*, Case No. 2022-10935 (Civil Dist. Ct. for the Parish of Orleans, La.); (2) *Simoneaux v. Taylor-Seidenbach, et al.*, Case No. 2:23-cv-04263 (E.D. La.); (3) *Cantrelle, Sr. v. Huntington Ingalls Incorporated, et al.*, Case No. 24-cv-02102 (E.D. La.); (4) *Duran, Jr. v. Huntington Ingalls Incorporated, et al.*, Case No. 24-cv-01408 (E.D. La); (5) *Plaisance, Sr. v. Taylor-Seindenbach, Inc., et al.*, Case No. 2:23-cv-05426 (E.D. La.); (6) *Leboeuf, Jr., et. al. v. Huntington Ingalls Inc., et al.*, Case No. 2024-04032 (Civil Dist. Ct. for the Parish of Orleans,

La)[1]; (7) *Constanza et al. v. Huntington Ingalls, Inc.*, Case No. 2:24-cv-00871 (E.D. La.); (8) *Ragusa, Jr. v. Louisiana Insurance Guaranty Association, et al.*, Case No. 2:21-cv01971 (E.D. La.); (9) *Rivet v. Huntington Ingalls Incorporated, et al.*, Case No. 2:22-cv-02584 (E.D. La.); and (10) *Bourgeois et al. v. Huntington Ingalls Incorporated*, Case No. 2:25-cv-00526 (E.D. La.).

11. The "Petition" means the voluntary petition for relief under Chapter 11 of the U.S. Bankruptcy Code, which Hopeman filed on June 30, 2024.

12. The "Plan" means the Second Modified Amended Plan of Reorganization of Hopeman Brothers, Inc. under Chapter 11 of the Bankruptcy Code (Dkt. No. 1185).

13. The "Prior Plans" are: Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code (Dkt. No. 689); Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code (Dkt. No. 766); and Modified Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code (Dkt. No. 1141).

14. "Concerning" or "regarding" shall mean referring to, relating to, describing, discussing, offering evidence of, or constituting.

15. "All", "any", and "each" shall each be construed as encompassing any and all; in other words, to give each Interrogatory its broadest possible meaning.

16. "And" as well as "or" shall be construed both disjunctively and conjunctively, as necessary, to bring within the scope of the Interrogatory all responses that might otherwise be construed to be outside its scope; in other words, to give each Interrogatory its broadest possible meaning.

[1] The Leboeuf action was removed from Louisiana state court to the U.S. District Court for the Eastern District of Louisiana on July 5, 2024. *See Leboeuf, Jr., et al. v. Huntington Ingalls Inc., et al.*, Case No. 2:24-cv-01695 (E.D. La. Jul. 5, 2024) [Leboeuf Dkt. No. 1].

17. The term "including" shall mean "including but not limited to" and shall not be construed to limit the scope of any Interrogatory.

18. You should construe each Interrogatory to require the most complete and inclusive answer. The singular form of a noun or pronoun shall be considered to include within its meaning the plural form of the noun or pronoun, and vice versa; the masculine form of a pronoun shall be considered to include also within its meaning the feminine and neuter forms of the pronoun, and vice versa; and the use of any tense of any verb shall be considered to include within its meaning all other tenses of the verb.

INSTRUCTIONS

1. In responding to the following Interrogatories, furnish all information that is within Your possession, custody, or control, including all information in the possession, custody, or control of Your members, agents, representatives, attorneys, and any person acting or purporting to act on the Debtor's behalf or under the Debtor's control.

2. These Interrogatories are continuing and require prompt, supplemental answers to the extent that You or Your attorneys come into the possession, custody, or control of information responsive to these Interrogatories that was not previously incorporated into Your answers to these Interrogatories. You must serve Your supplemental answers as soon as reasonably possible after You obtain or become aware of such information.

3. Each Interrogatory must operate and be responded to independently and, unless otherwise indicated, no Interrogatory limits the scope of any other Interrogatory.

4. If You object to any Interrogatory, state the grounds of Your objection with particularity. If You object to a portion of any Interrogatory, state the grounds for Your objection to that portion with particularity and answer the remainder.

5. If You object on the grounds that an Interrogatory is overly burdensome or requests information that is not relevant to the subject matter of this litigation, state Your objection and provide all information that, in Your view, would not be overly burdensome and that You do not object to as irrelevant to the subject matter of this litigation.

6. If You claim a privilege as a ground for not answering an interrogatory, state the privilege claimed and the basis for the claim and furnish a log or list describing any withheld information in a manner consistent with the obligations set forth in Federal Rule of Civil Procedure 26.

7. Liberty Mutual reserves the right to propound additional interrogatories and/or amend the Interrogatories set forth herein.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe each and every action taken by Hopeman in order to minimize the assertion of Asbestos Claims against Liberty Mutual since January 1, 2024.

INTERROGATORY NO. 2:

Why did Hopeman request that the Court lift the automatic stay with respect to the Non-Stayed Actions in connection with the Lift Stay Motions?

INTERROGATORY NO. 3:

Does Hopeman contend that the Lift Stay Motions did or will minimize the assertion of Asbestos Claims against Liberty Mutual? If so, state the basis for Hopeman's contention.

INTERROGATORY NO. 4:

Does Hopeman contend that the Plan will minimize the assertion of Asbestos Claims against Liberty Mutual? If so, state the basis for Hopeman's contention.

INTERROGATORY NO. 5:

Did Hopeman ever propose any provision in connection with the Plan or any Prior Plan, including drafts thereof, that was intended to minimize the assertion of Asbestos Claims against Liberty Mutual? If so, please identify the particular provision(s) proposed and describe why the provision(s) ultimately was, or was not, included in the subject Plan and/or Prior Plan.

INTERROGATORY NO. 6:

Did Hopeman propose inclusion of the phrase "if any" -- to be used in connection with the assignment of rights under insurance policies, including policies issued by Liberty Mutual -- in the Plan or in any Prior Plan, or in any draft of the Plan or any prior Plan? If so, why? If not, why not?

INTERROGATORY NO. 7:

Describe Hopeman's understanding of why the phrase "if any" -- to be used in connection with the assignment of rights under insurance policies, including policies issued by Liberty Mutual -- is not included in the Plan or in any Prior Plan.

Dated: May 28, 2026

/s/ Douglas M. Foley

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– and –

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Counsel for Liberty Mutual Insurance Company

CERTIFICATE OF SERVICE

I hereby certify that on May 28, 2026, a true and correct copy of the foregoing was served on the following via email on:

Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
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- and –

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Counsel for the Debtor and Debtor in Possession

/s/ *Kevin J. Finnerty*
Kevin J. Finnerty

Exhibit 2

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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)**

LIBERTY MUTUAL INSURANCE COMPANY'S
FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS FROM THE DEBTOR
RELATED TO THE 2003 INDEMNIFICATION AGREEMENT

Liberty Mutual Insurance Company ("Liberty Mutual") hereby propounds the following requests for the production of documents, electronically stored information, and things (the "Requests") from Hopeman Brothers, Inc. ("Hopeman" or the "Debtor"), pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Rules 9014, 7026, and 7034 of the Federal Rules of Bankruptcy Procedure, by **June 29, 2026**.

DEFINITIONS

1. "Hopeman", "You", or "Your" means the Debtor and/or any of its members, agents, representatives, attorneys, and any person acting or purporting to act on the Debtor's behalf or under the Debtor's control.

2. The "Bankruptcy" means the bankruptcy proceedings commenced by Hopeman's Petition, Case No. 24-32428 (KLP).

3. The "2003 Indemnification Agreement" means the Indemnification and Hold Harmless Agreement between Hopeman and Liberty Mutual, dated March 21, 2003.

4. "Asbestos Related Claim" shall have the meaning set forth in the 2003 Indemnification Agreement.

5. "Indemnified Claim" shall have the meaning set forth in the 2003 Indemnification Agreement.

6. "Asbestos Claims" shall mean claims, actions, or proceedings relating to (1) Indemnified Claims and/or (2) Asbestos Related Claims.

7. "Liberty Mutual's Claim" means the Proof of Claim submitted by Liberty Mutual in the Bankruptcy, dated November 4, 2024, as the same has been or may be amended from time to time.

8. "Lift Stay Motions" means, collectively, the Debtor's motions to extend, vacate, or otherwise modify the automatic stay imposed as a result of the Debtor's Bankruptcy, including Docket Nos. 0007, 0579, 0687, 0839, 1195, 1324, and 1424.

9. "Lift Stay Orders" means the Court's Orders entering and approving each of the Lift Stay Motions, including Docket Nos. 0035, 0245, 0622, 0733, 0900, 1221, 1343, and 1436.

10. The "Petition" means the voluntary petition for relief under Chapter 11 of the U.S. Bankruptcy Code, which Hopeman filed on June 30, 2024.

11. The "Plan" means the Second Modified Amended Plan of Reorganization of Hopeman Brothers, Inc. under Chapter 11 of the Bankruptcy Code (Dkt. No. 1185).

12. The "Prior Plans" are: Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code (Dkt. No. 689); Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code (Dkt. No. 766); and Modified Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code (Dkt. No. 1141).

13. "Article 8" means Article 8 of the Plan, Article 8 of any Prior Plan, and Article 8 of any draft of the Plan or any draft of a Prior Plan.

14. The "UCC" means the Official Committee of Unsecured Creditors, including its representatives.

15. The "FCR" means the Future Claimants' Representative, including her representatives.

16. "Document" shall mean all originals, copies, and drafts of any writing or other tangible or intangible thing from which data or information can be obtained, including without limitation all written, printed, typed, transcribed, or any other form of transmission in accordance with Rule 34 of the Federal Rules of Civil Procedure. The definition also shall include all electronic documents or electronically stored information, including without limitation writings, drawings, graphics, charts, spreadsheets, photographs, sound recordings, images, data, emails, text messages, and other information stored in any other format or on any other medium.

17. "Communication(s)" shall mean the transmittal of information in the form of facts, opinions, ideas, inquiries, or otherwise, regardless of the medium through which the transmittal was made. This definition includes, without limitation, the transmittal of information by: personal meetings; telephone; facsimile; electronic transmission, including electronic mail; teleconference; and, text message.

18. "Concerning" or "regarding" shall mean referring to, relating to, describing, discussing, offering evidence of, or constituting.

19. "All", "any", and "each" shall each be construed as encompassing any and all so as to bring within the scope of the Request all documents and things that otherwise might be construed to be outside of its scope; in other words, to give each Request its broadest possible meaning.

20. "And" as well as "or" shall be construed both disjunctively and conjunctively, as necessary, to bring within the scope of the Request all responses that might otherwise be construed to be outside its scope; in other words, to give each Request its broadest possible meaning.

21. The term "including" shall mean "including but not limited to" and shall not be construed to limit the scope of any Request.

22. You should construe each Request to require the most complete and inclusive answer. The singular form of a noun or pronoun shall be considered to include within its meaning the plural form of the noun or pronoun, and vice versa; the masculine form of a pronoun shall be considered to include also within its meaning the feminine and neuter forms of the pronoun, and vice versa; and the use of any tense of any verb shall be considered to include within its meaning all other tenses of the verb.

INSTRUCTIONS

1. All documents produced in response to these Requests shall be produced, as nearly as possible, as they are maintained in the ordinary course of business and should be produced in the form described in Exhibit 1, attached hereto. Documents should be produced together with any related file folders, labels, or other markings.

2. These Requests shall apply to all responsive documents, information, and things in Your possession, custody, or control. If a Request calls for the production of a document or thing

not within Your custody, possession, or control, please: state this fact in the response to such Request; identify and describe the document or thing with particularity; describe all efforts to locate the document; and, state the name, address, telephone number, and email address of the person or persons having custody, possession, or control of the document or thing.

3. Unless otherwise indicated, the time period governing these Requests extends from January 1, 2024 to the present.

4. If You perceive any ambiguity in construing any Request or any applicable definition or instruction relevant to that Request, set forth the matter deemed ambiguous and the construction selected or used in responding to the Request.

5. Each Request calls for the production of each document and/or thing in its entirety, without abbreviation, redaction, or modification. All relevant documents bearing attachments in their native form should be produced with all attachments, and all relevant documents that are attachments should be produced with any transmittal correspondence.

6. Each Request shall be construed independently and no Request shall limit the scope of any other Request.

7. More than one Request may ask for production of the same document. Such duplication shall not narrow, limit, or otherwise affect the interpretation or scope of any Request. Where a document is requested in more than one numbered Request, only one copy need be produced. However, any document which varies in any way, such that it is not identical to one produced, shall be considered a separate document and shall be produced.

8. If any document called for in these Requests, or any part thereof, is not produced on the basis of an assertion of the attorney-client privilege, work product doctrine, or any other claim of privilege or immunity, identify each such document or part thereof by specifying: (a) the

date of the document; (b) the author; (c) the addressee(s) or recipient(s), if any, including any persons to whom copies were sent; (d) the type of document (e.g., email, letter, memorandum, report); (e) the subject matter of the document; (f) the privilege asserted; and, (g) the factual and legal basis(es) on which such assertion of privilege is based.

9. If part of an otherwise responsive document contains information that is subject to a claim of privilege, those parts of the document subject to the claim of privilege shall be redacted from the document, the redacted parts shall be clearly marked as such, and the rest of the document shall be produced.

10. If no document(s) exist which are responsive to a particular Request, please state that no responsive document(s) exist(s).

11. If any portion of a document is considered responsive to any Request, the Request shall be construed as requesting production of the entire document.

12. If, after responding to any Request, You obtain or become aware of any further documents or things responsive to these Requests, You are required to supplement Your responses and to provide Liberty Mutual with any such additional documents or things.

13. These Requests are deemed continuing, and supplemental responses and production shall be provided as additional information or documents become available.

REQUESTS FOR PRODUCTION

REQUEST NO. 1:

All documents and communications concerning Section III(C) of the 2003 Indemnification Agreement, including, but not limited to, all documents and communications concerning whether Hopeman's conduct complies with Section III(C) of the 2003 Indemnification Agreement.

REQUEST NO. 2:

All documents and communications concerning any action taken by Hopeman to minimize Asbestos Claims against Liberty Mutual.

REQUEST NO. 3:

All documents and communications concerning the Lift Stay Motions and/or Lift Stay Orders, to the extent that such documents and communications concern litigation and/or potential litigation against Liberty Mutual.

REQUEST NO. 4:

All documents and communications referencing Liberty Mutual's Claim.

REQUEST NO. 5:

All communications transmitted between Christopher Lascell, on the one hand, and any member of Hopeman's Board of Directors and/or Mr. Lascell's siblings, on the other hand, which relate to the assertion or potential assertion of Asbestos Claims against Liberty Mutual.

REQUEST NO. 6:

All communications transmitted between any attorney representing a claimant allegedly injured by asbestos – including, but not limited to, attorneys at Roussel & Clement, Landry & Swarr, the Boling Law Firm, and the Law Office of Philip C. Hoffman -- on the one hand, and Hopeman, on the other hand, which concern any Lift Stay Motion or Lift Stay Order.

REQUEST NO. 7:

All communications transmitted between Hopeman and any other party, including the UCC and/or the FCR, which concern any reference to Liberty Mutual in the Plan, in any Prior Plan, and/or in any drafts of the Plan or any Prior Plan.

REQUEST NO. 8:

All communications transmitted between Hopeman and any other party, including the UCC and/or the FCR, concerning how Article 8 (as defined above) could affect Liberty Mutual.

REQUEST NO. 9:

All communications transmitted between Hopeman and any other party, including the UCC and/or the FCR, which concern whether the phrase "if any" -- to be used in connection with the assignment of rights under any insurance policy -- should be included in the Plan or in any Prior Plan.

Dated: May 28, 2026

/s/ Douglas M. Foley

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– and –

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Counsel for Liberty Mutual Insurance Company

CERTIFICATE OF SERVICE

I hereby certify that on May 28, 2026, a true and correct copy of the foregoing was served on the following via email on:

Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
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- and –

Joseph P. Rovira (admitted *pro hac vice*)
Catherine A. Rankin (admitted *pro hac vice*)
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Counsel for the Debtor and Debtor in Possession

/s/ *Kevin J. Finnerty*
Kevin J. Finnerty

EXHIBIT 1: FORM OF PRODUCTION

1. Production image file format should be multipage PDF or Group IV multipage TIFF images.
2. Multipage .txt files of OCR/extracted text should be included for each document, named to match the image and located in the same directory as the image in the production volume.
3. All files, including native, should be named with the beginning Bates number of the document.
4. Spreadsheets, CSVs, PowerPoint and media files should be produced natively with an accompanying placeholder.
5. Redacted Excel and PowerPoint files should be imaged with hidden content such as speaker notes, hidden rows, hidden columns and hidden cells exposed.
6. Passwords: known passwords for protected native documents to be provided in plain text format.
7. Production must include a delimited text file containing, at a minimum, the available data fields listed below and a relative path to the document image from the root of the production media. Concordance-style delimiters are preferred:

Value	Character	ASCII Number
Field / Column	¶	020
Text / Quote	þ	254

8. Right is reserved to request additional documents or document classes in native format.
9. Right is reserved to request certain documents or document classes in color.
10. Absent specific objections, parties agree to use common encryption formats such as encrypted Zip files and BitLocker.

PRODUCTION METADATA

FIELD NAME	DESCRIPTION
AttachRange	The Bates range of documents included in an attachment group (parent document and attached documents) or message unit (email and attachments). AttachRange value will be identical for all members of an attachment group or message unit.
Doc Author	Value of the Author field from the Properties of the original file
BegAttach	The BeginBates value of the parent document in a document family
EndAttach	The EndBates value of the last attachment in a document family
StartBates	Bates number of the first page of a document.
EndBates	Bates number for the last page of a document.
BCC	Members of the BCC list in an email
CC	Members of the CC list in an email
Custodian	Custodian of the file or archive from which the file was obtained.
All Custodians	All custodian names that possessed a file identified during deduplication.
Date Created	File system Date Created value.
Date Last Modified	File system Date Last Modified value.
Doc_Subject	Value of the Subject field from the Properties of the original file
Email_Subject	The Subject line of an email
File Name	File system name of an electronic file as it appeared on disk in its original location.
Folder	If the document is from scanned paper, an indication of the container from which the document was obtained.
Media Path	The path from a drive root to the folder in which a document was stored—or the path from the root mailbox folder to the email folder in which it was stored.
MD5 Hash	Unique digital signature of a file; obtained using the MD5 hashing algorithm

FIELD NAME	DESCRIPTION
Received Date	Date an email was received
Received Time	Time an email was received
Sender	Sender for an e-mail
Sent Date	Date an email was sent
Sent Time	Time an email was sent
Doc Title	Title of the document, from the Properties field of the original electronic file
To	Members of the To list in the email
Confidentiality	Confidentiality designation of a document
Redactions	Indicates if a document has been redacted

Exhibit 3

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Counsel for Debtor and Debtor in Possession

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

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

OBJECTIONS OF THE DEBTOR TO LIBERTY MUTUAL INSURANCE COMPANY'S FIRST SET OF INTERROGATORIES TO THE DEBTOR RELATED TO THE 2003 INDEMNIFICATION AGREEMENT

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure ("Civil Rules"), made applicable by Rules 7026, 7033, and 9014 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), and Rule 7026-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of Virginia ("Local Rules"), Hopeman Brothers, Inc. (the "Debtor"), by its undersigned counsel, hereby submits the following objections (the "Objections") to *Liberty Mutual Insurance Company's First Set of Interrogatories to the Debtor Related to the 2003 Indemnification Agreement* (the "Interrogatories"; and each individual, a "Interrogatory") served by Liberty Mutual Insurance Company ("LMIC") on the Debtor, on May 28, 2026.

I. GENERAL OBJECTIONS

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

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

2. The Debtor objects to the Interrogatories, including the definitions and instructions therein, to the extent that they seek information that is irrelevant and outside the scope of matters related the District Court's remand (the "Remand") of the *Objection of Hopeman Brothers, Inc. to Claim No. 10 of Liberty Mutual Insurance Company* (the "Claim Objection") to "adduce evidence and make findings as to whether Hopeman's actions in developing its reorganization plan and supporting the Bankruptcy Court's issuance of orders partially lifting litigation stays breached its Minimization Obligation under § III.C of the Indemnification Agreement." *See Memorandum Opinion* [Civ. No. 25-cv-486 (DJN) (E.D. Va. Mar. 18, 2026), Doc. No. 9].

3. The Debtor objects to the Interrogatories to the extent LMIC has served interrogatories on the Debtor related to the Claim Objection in excess of the number of interrogatories permitted under the Civil Rules.

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

5. The Debtor objects to the Interrogatories to the extent that they are vague, ambiguous, or require the Debtor to speculate as to the information LMIC seeks.

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

7. The Debtor objects to the Interrogatories to the extent they seek to require disclosure of confidential information or information that is subject to non-disclosure agreements or confidential undertakings, including, without limitation, confidential mediation communications subject to the *Order Authorizing Mediation of Chubb Insurers Settlement Motion* [Docket No. 443] (the "Mediation Order").

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

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

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

SPECIFIC RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1: Describe each and every action taken by Hopeman in order to minimize the assertion of Asbestos Claims against Liberty Mutual since January 1, 2024.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor will respond to this Interrogatory with non-privileged information on or before the first business day that is thirty (30) days after LMIC confirms it agrees with the discovery compromises proposed by the Debtor for each of the Requests in the *Objections of the Debtor to Liberty Mutual Insurance Company's First Request for the Production of Documents to the Debtor Related to the 2003 Indemnification Agreement* (the "Objection to Requests") .

INTERROGATORY NO. 2: Why did Hopeman request that the Court lift the automatic stay with respect to the Non-Stayed Actions in connection with the Lift Stay Motions?

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor objects to this Interrogatory to the extent it (i) implies the existence of facts or circumstances that do not exist, including, without limitation, that the Debtor sought to lift the automatic stay in the bankruptcy case (the "Stay Objection"), and (ii) seeks information covered by the attorney-client privilege, work product doctrine, or any other applicable privilege or protection (the "Privilege and Work-Product Objection"). The Debtor also objects to the defined terms "Non-Stayed Actions" and "Lift Stay Motions" to the extent they

imply that the Debtor sought to lift the automatic stay in the bankruptcy case (the "Defined Terms Objection").

In a good faith effort to comply with Interrogatory No. 2, and subject to and without waiving any of the foregoing objections, the Debtor will respond to this Interrogatory with non-privileged information on or before the first business day that is thirty (30) days after LMIC confirms it agrees with the discovery compromises proposed by the Debtor for each of the Requests set forth in the Objection to Requests.

INTERROGATORY NO. 3: Does Hopeman contend that the Lift Stay Motions did or will minimize the assertion of Asbestos Claims against Liberty Mutual? If so, state the basis for Hopeman's contention.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor objects to this Interrogatory based on the Stay Objection and the Defined Terms Objection.

In a good faith effort to comply with Interrogatory No. 3, and subject to and without waiving any of the foregoing objections, the Debtor will respond to this Interrogatory with non-privileged information on or before the first business day that is thirty (30) days after LMIC confirms it agrees with the discovery compromises proposed by the Debtor for each of the Requests set forth in the Objection to Requests.

INTERROGATORY NO. 4: Does Hopeman contend that the Plan will minimize the assertion of Asbestos Claims against Liberty Mutual? If so, state the basis for Hopeman's contention.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor will respond to this Interrogatory with non-privileged

information on or before the first business day that is thirty (30) days after LMIC confirms it agrees with the discovery compromises proposed by the Debtor for each of the Requests set forth in the Objection to Requests.

INTERROGATORY NO. 5: Did Hopeman ever propose any provision in connection with the Plan or any Prior Plan, including drafts thereof, that was intended to minimize the assertion of Asbestos Claims against Liberty Mutual? If so, please identify the particular provision(s) proposed and describe why the provision(s) ultimately was, or was not, included in the subject Plan and/or Prior Plan.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor objects to this Interrogatory based on the Privilege and Work-Product Objection and to the extent it seeks information subject to the Mediation Order.

In a good faith effort to comply with Interrogatory No. 5, and subject to and without waiving any of the foregoing objections, the Debtor will respond to this Interrogatory with non-privileged and non-confidential information on or before the first business day that is thirty (30) days after LMIC confirms it agrees with the discovery compromises proposed by the Debtor for each of the Requests set forth in the Objection to Requests.

INTERROGATORY NO. 6: Did Hopeman propose inclusion of the phrase "if any" – to be used in connection with the assignment of rights under insurance policies, including policies issued by Liberty Mutual – in the Plan or in any Prior Plan, or in any draft of the Plan or any prior Plan? If so, why? If not, why not?

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor objects to this Interrogatory based on the Privilege and Work Product Objection and to the extent it seeks information subject to the Mediation Order.

In a good faith effort to comply with Interrogatory No. 6, and subject to and without waiving any of the foregoing objections, the Debtor will respond to this Interrogatory with non-privileged and non-confidential information on or before the first business day that is thirty (30) days after LMIC confirms it agrees with the discovery compromises proposed by the Debtor for each of the Requests set forth in the Objection to Requests.

INTERROGATORY NO. 7: Describe Hopeman's understanding of why the phrase "if any" – to be used in connection with the assignment of rights under insurance policies, including policies issued by Liberty Mutual – is not included in the Plan or in any Prior Plan.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor objects to this Interrogatory based on the Privilege and Work Product Objection and to the extent it seeks information subject to the Mediation Order.

In a good faith effort to comply with Interrogatory No. 7, and subject to and without waiving any of the foregoing objections, the Debtor will respond to this Interrogatory with non-privileged and non-confidential information on or before the first business day that is thirty (30) days after LMIC confirms it agrees with the discovery compromises proposed by the Debtor for each of the Requests set forth in the Objection to Requests.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated: June 11, 2026
Richmond, Virginia

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

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Counsel for the Debtor and Debtor in Possession

CERTIFICATE OF SERVICE

I hereby certify that, on June 11, 2026, a true and correct copy of the foregoing was sent via email to the following counsel for the Chubb Insurers:

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Douglas R. Gooding, Esq. (dgooding@choate.com)
Jonathan D. Marshall, Esq. (jmarshall@choate.com)
Kevin J. Finnerty, Esq. (kfinnerty@choate.com)

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

Exhibit 4

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Counsel for Debtor and Debtor in Possession

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

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

OBJECTIONS OF THE DEBTOR TO LIBERTY MUTUAL INSURANCE COMPANY'S FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS TO THE DEBTOR RELATED TO THE 2003 INDEMNIFICATION AGREEMENT

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure ("Civil Rules"), made applicable by Rules 7026, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), and Rule 7026-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of Virginia ("Local Rules"), Hopeman Brothers, Inc. (the "Debtor"), by its undersigned counsel, hereby submits the following objections (the "Objections") to *Liberty Mutual Insurance Company's First Request for the Production of Documents to the Debtor Related to the 2003 Indemnification Agreement* (the "Requests"; and each individual, a "Request") served by Liberty Mutual Insurance Company ("LMIC") on the Debtor, on May 28, 2026.

I. GENERAL OBJECTIONS

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

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

2. The Debtor objects to the Requests, including the definitions and instructions therein, to the extent that they seek information and documents that are irrelevant and outside the scope of matters related the District Court's remand (the "Remand") of the *Objection of Hopeman Brothers, Inc. to Claim No. 10 of Liberty Mutual Insurance Company* to "adduce evidence and make findings as to whether Hopeman's actions in developing its reorganization plan and supporting the Bankruptcy Court's issuance of orders partially lifting litigation stays breached its Minimization Obligation under § III.C of the Indemnification Agreement." *See Memorandum Opinion* [Civ. No. 25-cv-486 (DJN) (E.D. Va. Mar. 18, 2026), Doc. No. 35].

3. The Debtor objects to the Requests including the definitions and instructions therein, to the extent that they are overly broad, unduly burdensome, unreasonably duplicative, or cumulative. Without limiting the generality of the foregoing, the Debtor further objects to the

Requests to the extent that they purport to require the Debtor to produce "all documents and communications" on the ground that such Requests are vague, overbroad, and unduly burdensome.

4. The Debtor objects to the Requests to the extent that they are vague, ambiguous, or require the Debtor to speculate as to the information and documents LMIC seeks.

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

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

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

8. The Debtor objects to the Requests to the extent they seek to require disclosure of confidential information or information and documents that are subject to non-disclosure agreements or confidential undertakings, including, without limitation, confidential mediation communications subject to the *Order Authorizing Mediation of Chubb Insurers Settlement Motion* [Docket No. 443] (the "Mediation Order").

9. The Debtor objects to the Requests to the extent that they imply the existence of facts or circumstances that do not or did not exist and to the extent that they state or assume legal conclusions. Nothing contained in any response herein, nor the production of any information,

shall be deemed to be an admission, concession, or waiver by the Debtor as to any question of fact or law.

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

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

SPECIFIC RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: All documents and communications concerning Section III(C) of the 2003 Indemnification Agreement, including, but not limited to all documents and communications concerning whether Hopeman's conduct complies with Section III(C) of the 2003 Indemnification Agreement.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor objects to this Request (i) as overly broad and unduly burdensome because it seeks all documents and communications since 2003 and is not proportional to the Remand (the "Documents and Communications Objection"), (ii) to the extent it seeks documents and communications covered by the attorney-client privilege, work product protection, or any other applicable privilege or protection (the "Privilege and Work Product Objection"), (ii) to the extent it seeks confidential documents and communications subject to the Mediation Order (the "Mediation Objection"), and (iv) because it seeks documents and communications that the Debtor already produced to LMIC, on June 5 and 11, 2025 (the "First Requests Objection"), in

response to *Liberty Mutual Insurance Company's First Request for Production of Documents* (the "First Requests").

In a good faith effort to comply with Request No. 1, and subject to and without waiving any of the foregoing objections, the Debtor proposes to locate documents and communications in the Debtor's care, custody and control from January 1, 2024 through the present[1] that are potentially responsive to this Request, and will produce such non-privileged and non-confidential documents and communications on or before the first business day that is thirty (30) days after LMIC confirms it agrees with the discovery compromises proposed herein for each of the Requests.

REQUEST FOR PRODUCTION NO. 2: All documents and communications concerning any action taken by Hopeman to minimize Asbestos Claims against Liberty Mutual.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor objects to this Request based on the Documents and Communications Objection, the Privilege and Work Product Objection, the Mediation Objection, and the First Requests Objection. The Debtor also objects to this Request as unduly burdensome because any actions taken by Hopeman in the bankruptcy case that minimized claims against Liberty Mutual are publicly available through pleadings filed in the bankruptcy case and transcripts from hearings before the Bankruptcy Court (the "Publicly Available Objection").

In a good faith effort to comply with Request No. 2, and subject to and without waiving any of the foregoing objections, the Debtor proposes to locate documents and communications in

[1] January 1, 2024 through present is the time limit proposed by LMIC in Interrogatory No. 1 of *Liberty Mutual Insurance Company's First Set of Interrogatories to the Debtor Related to the 2003 Indemnification Agreement*.

the Debtor's care, custody and control from January 1, 2024 through the present that are potentially responsive to this Request, and will produce such non-privileged and non-confidential documents and communications on or before the first business day that is thirty (30) days after LMIC confirms it agrees with the discovery compromises proposed herein for each of the Requests.

REQUEST FOR PRODUCTION NO. 3: All documents and communications concerning the Lift Stay Motions and/or Lift Stay Orders, to the extent that such documents and communications concern litigation and/or potential litigation against Liberty Mutual.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor objects to this Request based on the Privilege and Work Product Objection, the Mediation Objection, the First Requests Objection, and the Publicly Available Objection. The Debtor also objects to the defined terms "Lift Stay Motions" and "Lift Stay Orders" to the extent they imply that the Debtor sought to lift the automatic stay in the bankruptcy case (the "Defined Terms Objection").

In a good faith effort to comply with Request No. 3, and subject to and without waiving any of the foregoing objections, the Debtor proposes to locate documents and communications in the Debtor's care, custody and control from January 1, 2024 through the present that are potentially responsive to this Request, and will produce such non-privileged and non-confidential documents and communications on or before the first business day that is thirty (30) days after LMIC confirms it agrees with the discovery compromises proposed herein for each of the Requests.

REQUEST FOR PRODUCTION NO. 4: All documents and communications referencing Liberty Mutual's Claim.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor objects to this Request based on the Privilege and

Work Product Objection, the Mediation Objection, the First Requests Objection, and the Publicly Available Objection.

In a good faith effort to comply with Request No. 4, and subject to and without waiving any of the foregoing objections, the Debtor proposes to locate documents and communications in the Debtor's care, custody and control from November 4, 2024 (the date LMIC filed the proof of claim) through the present that are potentially responsive to this Request, and will produce such non-privileged and non-confidential documents and communications on or before the first business day that is thirty (30) days after LMIC confirms it agrees with the discovery compromises proposed herein for each of the Requests.

REQUEST FOR PRODUCTION NO. 5: All communications transmitted between Christopher Lascell, on the one hand, and any member of Hopeman's Board of Directors and/or Mr. Lascell's siblings, on the other hand, which relate to the assertion or potential assertion of Asbestos Claims against Liberty Mutual.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor objects to this Request based on the Documents and Communications Objection, the Privilege and Work Product Objection, the Mediation Objection, and the First Requests Objection.

In a good faith effort to comply with Request No. 5, and subject to and without waiving any of the foregoing objections, the Debtor proposes to locate communications in the Debtor's care, custody and control from January 1, 2024 through the present that are potentially responsive to this Request, and will produce such non-privileged and non-confidential communications on or before the first business day that is thirty (30) days after LMIC confirms it agrees with the discovery compromises proposed herein for each of the Requests.

REQUEST FOR PRODUCTION NO. 6: All communications transmitted between any attorney representing a claimant allegedly injured by asbestos – including, but not limited to, attorneys at Roussell & Clement, Landry & Swarr, the Boling Law Firm, and the Law Office of Philip C. Hoffman – on the one hand, and Hopeman, on the other hand, which concern any Lift Stay Motion or Lift Stay Order.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor objects to this Request based on the Mediation Objection, the First Requests Objection, and the Defined Terms Objection.

In a good faith effort to comply with Request No. 6, and subject to and without waiving any of the foregoing objections, the Debtor proposes to locate communications in the Debtor's care, custody and control from January 1, 2024 through the present that are potentially responsive to this Request, and will produce such non-privileged and non-confidential communications on or before the first business day that is thirty (30) days after LMIC confirms it agrees with the discovery compromises proposed herein for each of the Requests.

REQUEST FOR PRODUCTION NO. 7: All communications transmitted between Hopeman and any other party, including the UCC and/or the FCR, which concern any reference to Liberty Mutual in the Plan, in any Prior Plan, and/or in any drafts of the Plan or any Prior Plan.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor objects to this Request based on the Privilege and Work Product Objection, the Mediation Objection, and the First Requests Objection.

In a good faith effort to comply with Request No. 7, and subject to and without waiving any of the foregoing objections, the Debtor proposes to locate communications in the Debtor's care, custody and control from January 1, 2024 through the present that are potentially responsive

to this Request, and will produce such non-privileged and non-confidential communications on or before the first business day that is thirty (30) days after LMIC confirms it agrees with the discovery compromises proposed herein for each of the Requests.

REQUEST FOR PRODUCTION NO. 8: All communications transmitted between Hopeman and any other party, including the UCC and/or the FCR, concerning how Article 8 (as defined above) could affect Liberty Mutual.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor objects to this Request based on the Privilege and Work Product Objection, the Mediation Objection, and the First Requests Objection.

In a good faith effort to comply with Request No. 8, and subject to and without waiving any of the foregoing objections, the Debtor proposes to locate communications in the Debtor's care, custody and control from January 1, 2024 through the present that are potentially responsive to this Request, and will produce such non-privileged and non-confidential communications on or before the first business day that is thirty (30) days after LMIC confirms it agrees with the discovery compromises proposed herein for each of the Requests.

REQUEST FOR PRODUCTION NO. 9: All communications transmitted between Hopeman and any other party, including the UCC and/or the FCR, which concern whether the phrase "if any" – to be used in connection with the assignment of rights under any insurance policy – should be included in the Plan or in any Prior Plan.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor objects to this Request based on the Privilege and Work Product Objection, the Mediation Objection, and the First Requests Objection.

In a good faith effort to comply with Request No. 9, and subject to and without waiving any of the foregoing objections, the Debtor proposes to locate communications in the Debtor's care, custody and control from January 1, 2024 through the present that are potentially responsive to this Request, and will produce such non-privileged and non-confidential communications on or before the first business day that is thirty (30) days after LMIC confirms it agrees with the discovery compromises proposed herein for each of the Requests.

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Dated: June 11, 2026
Richmond, Virginia

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

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Counsel for the Debtor and Debtor in Possession

CERTIFICATE OF SERVICE

I hereby certify that, on June 11, 2026, a true and correct copy of the foregoing was sent via email to the following counsel for the Chubb Insurers:

Douglas M. Foley, Esq. (dmfoley@kaufcan.com)
Douglas R. Gooding, Esq. (dgooding@choate.com)
Jonathan D. Marshall, Esq. (jmarshall@choate.com)
Kevin J. Finnerty, Esq. (kfinnerty@choate.com)

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

Exhibit 5

Thomas, Alexandra

From: Finnerty, Kevin J.
Sent: Wednesday, June 17, 2026 10:53 AM
To: Long, Toby
Cc: Gooding, Doug; Marshall, Jonathan D.; Thomas, Alexandra; Foley, Douglas M.; Brown, Tyler
Subject: RE: Hopeman -- Liberty's Discovery Requests

Toby,

Liberty confirms that it will not contend and/or submit evidence in connection with the remand concerning actions taken by Liberty to minimize the assertion of asbestos claims against Liberty. However, we reserve the right to make arguments and/or submit evidence concerning actions taken by Liberty to minimize asbestos claims against Liberty if (1) Hopeman places Liberty's conduct at issue, and/or (2) if the Court indicates a belief that Liberty's actions to minimize claims against Liberty are relevant to the remand proceeding.

Against that backdrop, there does not appear to be a live issue concerning Hopeman's discovery requests at present.

Thanks,
Kevin

From: Long, Toby <hlong@hunton.com>
Sent: Wednesday, June 17, 2026 10:15 AM
To: Finnerty, Kevin J. <kfinnerty@choate.com>
Cc: Gooding, Doug <dgooding@choate.com>; Marshall, Jonathan D. <jmarshall@choate.com>; Thomas, Alexandra <athomas@choate.com>; Foley, Douglas M. <dmfoley@kaufcan.com>; Brown, Tyler <tpbrown@hunton.com>
Subject: RE: Hopeman -- Liberty's Discovery Requests

Kevin –

Looks like we are in agreement on the first and third points.

With respect to the second point, if you confirm via response to this email that Liberty will not contend and/or submit evidence in connection with the remand concerning actions purportedly taken by Liberty to minimize the assertion of asbestos claims against LMIC, we can confirm that Hopeman will not assert that Liberty breached Section III.C, or argue that Liberty's actions affected Hopeman's obligations under Section III.C. Subject to such confirmation, the Debtor will stand down on Interrogatory Nos. 1, 2 and 4, and Document Request Nos. 1-7. The only remaining discovery requests from the Debtor to LMIC in connection with the remand that will require responses are Interrogatory Nos. 3, 5, and 6, and Document Request Nos. 8-11.

Please confirm that you are in agreement with the above. We then can simply inform the Judge today that (i) we have agreed on the form and scope discovery for both the Debtor and LMIC, and (ii) the response deadline for both the Debtor and LMIC is 30-days from today, or July 17. We also can work with the Court to set the hearing for September, subject to avoid dates for the parties and the Court.

Best,

Toby

From: Finnerty, Kevin J. <kfinnerty@choate.com>
Sent: Tuesday, June 16, 2026 10:31 PM
To: Long, Toby <hlong@hunton.com>
Cc: Gooding, Doug <dgooding@choate.com>; Marshall, Jonathan D. <jmarshall@choate.com>; Thomas, Alexandra <athomas@choate.com>; Foley, Douglas M. <dmfoley@kaufcan.com>; Brown, Tyler <tpbrown@hunton.com>
Subject: RE: Hopeman -- Liberty's Discovery Requests

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Toby,

- We agree with the January 1, 2024 time limitation for Liberty's discovery requests, and we agree to a 30-day response time.

- At present, we do not intend to submit evidence concerning actions taken by Liberty to minimize the assertion of asbestos claims against Liberty. Hopeman has never alleged that Liberty breached the Minimization Obligation, so we do not see a reason to offer evidence to rebut that point. However, to the extent Hopeman contends that Liberty's conduct is relevant to the remand – *e.g.*, if Hopeman asserts that Liberty breached Section III.C, or if Hopeman argues that Liberty's actions somehow affect Hopeman's own obligation to perform under Section III.C – then we will be constrained to at least consider offering affirmative evidence on that point. Please let us know Hopeman's position.

- We agree to a hearing in September. We'll get back to you on dates.

Thanks,
Kevin

From: Long, Toby <hlong@hunton.com>
Sent: Tuesday, June 16, 2026 11:51 AM
To: Finnerty, Kevin J. <kfinnerty@choate.com>
Cc: Gooding, Doug <dgooding@choate.com>; Marshall, Jonathan D. <jmarshall@choate.com>; Thomas, Alexandra <athomas@choate.com>; Foley, Douglas M. <dmfoley@kaufcan.com>; Brown, Tyler <tpbrown@hunton.com>
Subject: RE: Hopeman -- Liberty's Discovery Requests

Thanks, Kevin. Looks like there are three issues for tomorrow: (i) the scope and form of LMIC's discovery on the Debtor, and response deadline; (ii) the scope and form of the Debtor's discovery on LMIC, and the response deadline; and (iii) setting a hearing for the remand. Unless you disagree, I think there is a path forward to resolve each by tomorrow.

First, with your confirmation that we are in agreement on the time limitations set forth in the objections to LMIC's discovery, we will confirm for the Court tomorrow that we are in agreement on the form of LMIC's discovery on the Debtor. Consistent with our objections and the Court's instructions at the last status conference, we also will start the clock on our thirty (30) day response

deadline tomorrow, and will respond to both the interrogatories and requests by July 17, 2026. Among other things, we are in the process of reopening the database with our third-party vendor so we can access documents and search for potentially responsive documents. We shut down the database to save the estate resources, and this deadline will give us time to reopen and complete the search. **Please let us know immediately if you disagree that we are in agreement on LMIC's discovery.**

Second, as to the Debtor's discovery requests on LMIC, we maintain the form and scope of these requests are appropriately limited and seek information directly relevant to the remand. **That said, if you confirm via response to this email that LMIC does not intend to put on any evidence in connection with the remand regarding actions purportedly taken by LMIC to minimize the assertion of asbestos claims against LMIC, the Debtor will agree to stand down on its Interrogatory Nos. 1, 2 and 4, and Document Request Nos. 1-7**. **If that is acceptable to LMIC, the only remaining discovery requests from the Debtor to LMIC in connection with the remand that will require responses are Interrogatory Nos. 3, 5 and 6, and Document Request Nos. 8-11**. Our proposal to maintain Interrogatory Nos. 5 and 6 and Document Request Nos. 9-11 should largely be consistent with what you suggest below for the Debtor's discovery. And, information sought in Interrogatory No. 3 and Document Request No. 8 – regarding Liberty's contention about how the Plan will increase asbestos claims against LMIC and communications related to same – also is relevant to the remand so we fully understand LMIC's position. As set forth in our discovery requests, LMIC's objection and response deadlines similarly will start tomorrow. **Let us know if this proposal regarding the Debtor's discovery requests on LMIC is acceptable so we can inform the Judge tomorrow.**

Lastly, with respect to the hearing date, all parties and the Court seemed to agree at the May status conference that we should not need to set the hearing for at least three months. **We propose to set the hearing in September**. That would permit us to get through the challenges of summer conflicts and work out any issues with discovery, if any, including avoiding the need to rush back to address the mediation issues before we even know whether they even exist. **Let us know if you have any issues with setting the hearing in September and, if not, any avoid dates.** We do not have an omnibus hearing currently scheduled for September. Our current avoid dates are September 16-18. And, if we or the Court need to push into October, our avoid dates are October 5-9, and 12-13.

Please let us know of any issues or concerns so we can try to button this up for tomorrow and move forward with the discovery.

Best,

Toby

From: Finnerty, Kevin J. <kfinnerty@choate.com>
Sent: Tuesday, June 16, 2026 8:51 AM
To: Long, Toby <hlong@hunton.com>
Cc: Gooding, Doug <dgooding@choate.com>; Marshall, Jonathan D. <jmarshall@choate.com>; Thomas, Alexandra <athomas@choate.com>; Foley, Douglas M. <dmfoley@kaufcan.com>; Brown, Tyler <tpbrown@hunton.com>
Subject: RE: Hopeman -- Liberty's Discovery Requests

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Thanks, Toby. Our responses are below:

First, we agree that the time period applicable to Liberty's discovery requests is January 1, 2024 through the present.

Second, with respect to documents created/exchanged during mediation, we understand Hopeman's position relative to the Mediation Order. Your proposed approach, however, appears likely to delay the exchange of responsive documents, because Liberty would be required to await Hopeman's discovery responses prior to seeking a court order. Liberty therefore reserves the right to seek an order directing Hopeman to produce responsive documents assertedly subject to the Mediation Order, prior to receipt of Hopeman's discovery responses.

Third, on Friday, we advised that Liberty does have "concerns" regarding the scope of Hopeman's discovery requests. Specifically, Hopeman's discovery requests are aimed at eliciting information irrelevant to the question central to the remand proceeding – *i.e.*: "whether ***Hopeman's actions*** in developing its reorganization plan and supporting the Bankruptcy Court's issuance of orders partially lifting litigation stays breached its Minimization Obligation under § III.C of the Indemnification Agreement." *March 18 Order* at 22 (emphasis added).

To be clear, Liberty does not contend that Hopeman has no right to propound discovery. But, Hopeman's right to propound discovery is circumscribed by the rules, including Rule 26, which authorizes discovery only as to matters that are "relevant to any party's claim or defense". Liberty's own conduct and subjective views are not probative of whether "Hopeman's actions" complied with the Minimization Obligation (as an aside, your assertion that Liberty doesn't "sincerely believe the Debtor breached the minimization obligation" is flat-wrong). That being said, we agree that Hopeman is entitled to seek information concerning the identification of hearing witnesses (if any), expert opinions (if any), and documents that Liberty intends to offer into evidence.

If Hopeman wishes to stand on its discovery requests as drafted, we will serve responses/objections – including objections based on relevance -- consistent with the rules. It likely would be more efficient, however, for Hopeman to make a good-faith effort at propounding discovery requests tailored to relevant information, rather than just copy/pasting Liberty's own requests.

Thanks,
Kevin

From: Long, Toby <hlong@hunton.com>
Sent: Saturday, June 13, 2026 2:13 PM
To: Finnerty, Kevin J. <kfinnerty@choate.com>
Cc: Gooding, Doug <dgooding@choate.com>; Marshall, Jonathan D. <jmarshall@choate.com>; Thomas, Alexandra <athomas@choate.com>; Foley, Douglas M. <dmfoley@kaufcan.com>; Brown, Tyler <tpbrown@hunton.com>
Subject: RE: Hopeman -- Liberty's Discovery Requests

Thanks for the email, Kevin.

Is it correct to say that we are in agreement on the time limitations set forth in the objections to LMIC's discovery? If so, I think we can report to the Court on Wednesday that we are in agreement on the form of LMIC's discovery on the Debtor. Let us know if you agree, please.

As to the mediation objection, we are prohibited by the Mediation Order from disclosing or using documents, communications and information subject to that order. I am not certain whether there are any such responsive documents, communications or information. If there are, they are subject to the Mediation Order and we must comply with that order. Here is how I propose we proceed for now on the issue. If we identify any documents, communications or information subject to the Mediation Order as we push forward with the responses, we will identify it in the responses. LMIC then can decide whether it wants to seek relief from the Mediation Order. This, however, should not be an issue we need to resolve in advance of the June 17 status conference.

With respect to our discovery requests, to be clear, we did not set Monday as the "deadline" for any objections. We simply want to know by Monday whether LMIC has any concerns about the scope of the discovery requests, so we have time to resolve any concerns, if any, in advance of the status conference. We do not believe you should have any concerns as the form essentially mirrors LMIC's requests.

If you disagree that we too have the right to conduct discovery, let us also know in advance of the status conference. We are happy to take the issue up with the Judge. Among other things, we do not think that LMIC sincerely believes the Debtor breached the minimization obligation. We are entitled to know whether there is any discovery to support the same. We also are entitled to know what documents, information and witnesses LMIC intends to use in connection any hearing or deposition related to the remand, if LMIC truly intends to go forward with the claim. Finally, as you know from reading § III.C, each party has a minimization obligation. LMIC's compliance with such obligation, therefore, is directly relevant to the issues raised in the remand.

Alternatively, if LMIC does not intend to put on any affirmative evidence, then we likely do not need discovery. If LMIC reserves that right, however, then we also are entitled to discovery from LMIC.

Please let us know whether you disagree with any of the above so we can confirm for the Judge that we have reached an agreement on limited discovery in accordance with his instructions.

Best,

Toby

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From: Finnerty, Kevin J. <kfinnerty@choate.com>
Sent: Friday, June 12, 2026 4:22 PM
To: Long, Toby <hlong@hunton.com>
Cc: Gooding, Doug <dgooding@choate.com>; Marshall, Jonathan D. <jmarshall@choate.com>; Thomas, Alexandra <athomas@choate.com>; Foley, Douglas M. <dmfoley@kaufcan.com>; Brown, Tyler <tpbrown@hunton.com>
Subject: RE: Hopeman -- Liberty's Discovery Requests

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Toby,

We have a few questions/points aimed at better understanding Hopeman's objections and the "compromise" that you're proposing.

- Liberty's RFPs include Instruction No. 3, which provides that the applicable time period is January 1, 2024 to the present. Accordingly, it doesn't appear that Hopeman's "Documents and Communications" objection is a live issue. We agree that January 1, 2024 represents a reasonable cutoff point.

- Liberty also agrees that Hopeman need not reproduce documents that it produced last June.

- Liberty agrees that Hopeman can withhold documents protected by the attorney-client privilege or work product doctrine, subject to: (1) Hopeman's production of a log identifying documents withheld on that basis; and (2) a reservation of Liberty's right to challenge particular assertions of privilege. In order to streamline things for Hopeman, we agree that documents/communications exchanged solely between Hopeman and Hunton need not be logged.

- Hopeman's objections reference "confidential undertakings", and Hopeman agrees to produce "non-confidential" documents. Does Hopeman intend to withhold any documents or information based on confidentiality concerns, aside from documents subject to the Mediation Order?

Leaving aside those questions/points, we have two areas of disagreement, at present. First, we don't agree that Hopeman can withhold documents based on the Mediation Order. The 2003 Agreement doesn't contain any carve-out for actions taken during mediation. If Hopeman engaged in conduct during mediation that was inconsistent with the Minimization Obligation, that conduct breached the 2003 Agreement. Those communications therefore must be on the table as part of this remand proceeding; otherwise, the Court cannot comprehensively evaluate whether, and to what extent, Hopeman breached its contractual obligations. More generally – and as we've noted before – because Hopeman has sought to use the mediation process to support the Plan, it cannot continue to withhold mediation-related documents.

Second, we're in the process of reviewing Hopeman's discovery requests to Liberty, which you served yesterday. We don't agree with your attempt to set a unilateral Monday deadline – which leaves only two business days for our review – and Liberty reserves all rights with respect to Hopeman's requests.

For now, however, it's worth noting that we entirely disagree with your statement that Hopeman's "discovery requests should not be objectionable as they essentially mirror LMIC's requests". You're mixing apples and oranges. Judge Novak directed the Bankruptcy Court to: "adduce evidence and make findings as to whether

Hopeman's actions in developing its reorganization plan and supporting the Bankruptcy Court's issuance of orders partially lifting litigation stays breached its Minimization Obligation under § III.C of the Indemnification Agreement". Consistent with that directive, Liberty's discovery requests seek information in Hopeman's possession concerning Hopeman's actions. By contrast, your requests seek information in Liberty's possession concerning Liberty's actions, which have nothing to do with Hopeman's breach. Kindly advise how that information could be relevant here.

Thanks,
Kevin

From: Long, Toby <hlong@hunton.com>
Sent: Thursday, June 11, 2026 2:46 PM
To: Foley, Douglas M. <dmfoley@kaufcan.com>; Finnerty, Kevin J. <kfinnerty@choate.com>; Brown, Tyler <tpbrown@hunton.com>
Cc: Gooding, Doug <dgooding@choate.com>; Marshall, Jonathan D. <jmarshall@choate.com>; Thomas, Alexandra <athomas@choate.com>
Subject: RE: Hopeman -- Liberty's Discovery Requests

Thanks, Doug. The transcript was clear that you informed the Judge that you would provide us with draft discovery and would negotiate with us over the scope, rather than serve discovery. The transcript also showed that the Judge confirmed we would not start the clock on discovery until after the continued status conference on June 17.

Nevertheless, in accordance with the applicable rules, attached are objections to the discovery requests that also include good faith proposals to narrow certain of the requests. Also attached are the Debtor's discovery requests for LMIC, which call for a response 30 days after the June 17 status conference. The Debtor's discovery requests should not be objectionable as they essentially mirror LMIC's requests with appropriate time limitations.

Please let us know by no later than this Monday, June 15, at 4pm (EST) whether LMIC has any concerns with (i) how the Debtor proposes to respond to LMIC's discovery requests, and (ii) the Debtor's discovery requests on LMIC. That should give us time to work out any remaining issues, if any, and hopefully be able to confirm for the Judge at the status conference that we are in agreement on how to proceed with discovery.

Best,

Toby

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From: Foley, Douglas M. <dmfoley@kaufcan.com>
Sent: Thursday, May 28, 2026 2:32 PM
To: Long, Toby <hlong@hunton.com>; Finnerty, Kevin J. <kfinnerty@choate.com>; Brown, Tyler <tpbrown@hunton.com>
Cc: Gooding, Doug <dgooding@choate.com>; Marshall, Jonathan D. <jmarshall@choate.com>; Thomas, Alexandra <athomas@choate.com>
Subject: RE: Hopeman -- Liberty's Discovery Requests

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Thanks Toby, but I beg to disagree. Transcript attached. I know that is what you wanted to happen – just kick the can down the road indefinitely because now you are worried about fees – but that is not what the Court said it was inclined to do, nor what the Court instructed. We said we would serve you discovery in a week – we have done that, and it is extremely narrow and targeted as you saw. Should be very easy to respond to in short order. The instructions were not to do nothing and report back on the 17th. This should be a collaborative effort to comply with Judge Novak's ruling and Judge Philips instructions. I hope you make a good faith effort to respond, or lodge any good faith objections well in advance of the 17th. Thanks. Best, Doug

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From: Long, Toby <hlong@hunton.com>
Sent: Thursday, May 28, 2026 2:19 PM
To: Finnerty, Kevin J. <kfinnerty@choate.com>; Brown, Tyler <tpbrown@hunton.com>
Cc: Foley, Douglas M. <dmfoley@kaufcan.com>; Gooding, Doug <dgooding@choate.com>; Marshall, Jonathan D.

<jmarshall@choate.com>; Thomas, Alexandra <athomas@choate.com>
Subject: RE: Hopeman -- Liberty's Discovery Requests

Thank, Kevin. We will review the proposed RFPs and interrogatories. As Doug can confirm, however, the instructions from the Court at the May 20 status conference is that we would see if we could agree on reasonable discovery in advance of the next status conference that was continued to the June 17 omnibus hearing. The instructions then are to report back to the Court on June 17 about whether we are able to reach an agreement on discovery, and then work with the Court to set appropriate deadlines. The Court also confirmed that the clock is not supposed to be running on discovery in advance of that time.

In accordance with this those instructions, we will let you know of any concerns with the RFPs and interrogatories so we can try to reach an agreement in advance of June 17.

Best,

Toby

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From: Finnerty, Kevin J. <kfinnerty@choate.com>
Sent: Thursday, May 28, 2026 2:01 PM
To: Brown, Tyler <tpbrown@hunton.com>; Long, Toby <hlong@hunton.com>
Cc: Foley, Douglas M. <dmfoley@kaufcan.com>; Gooding, Doug <dgooding@choate.com>; Marshall, Jonathan D. <jmarshall@choate.com>; Thomas, Alexandra <athomas@choate.com>
Subject: Hopeman -- Liberty's Discovery Requests

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Tyler and Toby,

I hope you're doing well. Following up on last week's hearing, we've attached RFPs and Interrogatories directed to Hopeman. They call for responses within 30 days, consistent with the applicable rules. That being said, if there are any issues you'd like to discuss prior to the June 17 hearing, please let us know.

Thanks,
Kevin

Kevin J. Finnerty

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