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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.	:	

OBJECTION OF THE DEBTOR TO LIBERTY MUTUAL INSURANCE COMPANY'S MOTION FOR LIMITED MODIFICATION OF MEDIATION ORDER

Hopeman Brothers, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (the "Debtor"), hereby submits this objection (the "Objection") to *Liberty Mutual Insurance Company's Motion for Limited Modification of Mediation Order* [Docket No. 1518] (the "Motion") filed by Liberty Mutual Insurance Company ("Liberty"), seeking entry of an order modifying this Court's *Order Authorizing Mediation of Chubb Insurers Settlement Motion* [Docket No. 443] (the "Mediation Order") to authorize the Debtor to produce documents and/or communications protected by the Mediation Order that may be responsive to *Liberty Mutual Insurance Company's First Request for the Production of Documents from the Debtor Related to the 2003 Indemnification Agreement,* dated May 28, 2026 (the "Document Requests"), served in connection with the District Court's remand of the *Objection of Hopeman Brothers, Inc. to Claim*

No. 10 of Liberty Mutual Insurance Company (the "Claim Objection"). In support of this Objection, the Debtor represents as follows:

PRELIMINARY STATEMENT[1]

1. The Motion requests that this Court modify – more precisely rescind – the confidentiality provisions of the Mediation Order in order to permit Liberty to invade confidential mediation communications that resulted in a watershed moment in this bankruptcy case: entry into the Plan Term Sheet by the Debtor, Committee, and Huntington Ingalls Industries, Inc. ("HII"). The Motion seeks radical relief without offering any evidence that failing to grant such relief would harm Liberty. The Motion falls far short of establishing what is required for such relief, which is a showing of manifest injustice.

2. The Mediation Order established that the "Mediation Communications shall be confidential, shall not be subject to discovery, shall be inadmissible in any Proceeding, and also shall be subject to protection under Rule 408, Local Bankruptcy Rule 9019-1(J), and any equivalent or comparable state law." Mediation Order, ¶ 8. As such, the parties participated in this mediation with an expectation that they could work with their adversaries to achieve a successful resolution of this bankruptcy case and their communications during the mediation will remain confidential and their candor will be protected. Liberty now seeks to undermine the purpose and effect of the Mediation Order by destroying the wall of confidentiality established by this Court.

3. The Court should deny this request. *First*, this Motion is nothing more than Liberty's latest attempt at the gamesmanship that has defined its role in this bankruptcy case. This

[1] Capitalized terms not otherwise defined in this Preliminary Statement shall have the meanings set forth below.

is obvious from the fact that the Motion is grossly premature. It was filed and scheduled for a hearing before the Debtor's July 17, 2026 deadline (the "July 17 Response Deadline") to respond to the Document Requests. Indeed, the Debtor is preparing and filing this Objection before even having the chance to fully determine what documents and communications are at issue. Accordingly, as of the date hereof, the Debtor is unable to fully inform the other mediation parties on how, and if, their protected communications are impacted by the relief sought. Given that the Remand has not even been scheduled for a hearing yet, despite repeated requests by Debtor's counsel to Liberty's counsel for avoid dates, there is no legitimate reason that the Debtor needs to litigate or even address the issues raised in the Motion before the July 17 Response Deadline.

4. *Second*, Liberty has not and cannot show that there will be harm caused by non-disclosure if the Court enforces its Mediation Order and protects the confidential mediation communications. At best, Liberty argues that the mediation communications could be relevant to the Remand. But Liberty conducted extensive discovery of the Plan negotiations in 2025, including the purported breach of the Minimization Obligation, to prepare for the confirmation fight and yet did not believe invasion of the mediation discussions was important enough then to file a motion seeking a waiver of any provisions of the Mediation Order.

5. Specifically, the Debtor already produced, back in 2025, over 9,000 pages of documents to Liberty and also responded to three sets of interrogatories served by Liberty consisting of over 24 separate interrogatories that sought discovery regarding, among other things, a purported breach of the Minimization Obligation. Liberty also already has twice examined the Debtor – at a deposition and the Confirmation Hearing – regarding a purported breach of the Minimization Obligation.

6. Further, as noted by this Court in its Proposed Findings and Conclusions of Law, Liberty has even seen the mediation communications before they were clawed back by the Debtor as potentially violative of the Mediation Order. Proposed Findings and Conclusions of Law, p. 65. Those communications never were returned by Liberty to the Debtor. August 26, 2025 Hr'g. Tr. 173:6-7. If Liberty had a legitimate basis to seek relief from the Mediation Order, Liberty could have and should have explained in the Motion why there would be real harm if the relief is not granted. Liberty did not.

7. *Third*, Liberty has failed to show how information that already is publicly available is not sufficient for Liberty to litigate whether there has been a breach of the Minimization Obligation in connection with the Remand. The Remand will turn on whether the provisions in the Extended Stay Orders, Stipulated Order and the proposed Plan caused such a breach. Each document is publicly available. Against this background, Liberty's request for another opportunity to discover and disclose confidential communications is not appropriate.

8. *Fourth*, Liberty's request ignores the serious implications for the timely and efficient resolution of future bankruptcy proceedings. Confidentiality is a hallmark of the mediation process. For the process to be effective, parties must speak freely without the fear that the other parties will attempt to use their statements and communications in the mediation against them. This Court is fully aware of the importance of promoting open and free communications in mediation, as is evident from Local Rule 9019-1(J) and the provisions this Court included in its Mediation Order that protect the confidentiality of such communications. A decision unsealing confidential communications that occurred pursuant to a mediation order providing for confidentiality would place the success of future bankruptcy mediations at risk; courts likely would have to adjudicate disputes that might have been settled through protected mediation.

9. The Court should not countenance Liberty's gamesmanship, deny the Motion, and protect the communications that occurred in reliance on the Mediation Order.

RELEVANT BACKGROUND

A. Mediation Order

10. The mediation occurred after the Debtor and the Committee executed the Settlement Term Sheet for Hopeman Brothers, Inc., effective as of November 29, 2024 (the "November 29 Term Sheet"), a copy of which is attached to the *Agreed Chubb Insurers Settlement Continuance Order* filed on the docket on December 17, 2024 [Docket No. 437]. The November 29 Term Sheet provided, among other things, that (a) the Debtor and Committee agreed to participate in judicial mediation concerning the Chubb Insurers Settlement Motion, and (b) the Debtor and Committee also agreed to negotiate in good faith over the terms of a chapter 11 plan that would propose to create a trust pursuant to section 524(g) of the Bankruptcy Code.

11. On December 20, 2024, this Court approved the *Joint Motion of the Debtor and Committee for Entry of an Order Authorizing Mediation of the Chubb Insurers Settlement Motion* [Docket No. 419] and entered the Mediation Order, which, among other things, (i) appointed the Honorable Kevin R. Huennekens as the mediator, and (ii) directed Hopeman, the Committee, and Chubb to mediate the relief sought in the Chubb Settlement Motion. Mediation Order, ¶¶ 2-3. The Mediation Order also authorized other parties to participate in the Mediation with either consent of the Debtor and the Committee or with the Judicial Mediator's authorization. *Id.*, ¶ 3. Hopeman and the Committee consented to a request from HII to participate in the Mediation.

12. Further, with respect to confidentiality of mediation communications, the Mediation Order expressly provides in paragraph 8:

> A communication of any type, whether oral or written, made or provided in connection with the Mediation, including, without

> limitation, statements, reports, admissions, or proposals given by the Mediatory or any Party (the "Mediation Communications"), may not be used by any Party for any purpose, including impeachment, in any arbitral, judicial or other proceeding, including this chapter 11 case (each, a "Proceeding") and may not be disclosed to any non-Party to the Mediation, including this Court. The Mediation Communications shall be confidential, shall not be subject to discovery, shall be inadmissible in any Proceeding, and also shall be subject to protection under Rule 408 of the Federal Rules of Evidence, Local Bankruptcy Rule 9019-1(J), and any equivalent or comparable state law.

13. While the mediation did not resolve the Chubb Settlement Motion, Hopeman, the Committee and HII were able to reach a settlement. On March 7, 2025, the Debtor filed a term sheet evidencing the basic terms of the settlement (the "Plan Term Sheet"). *See* Docket No. 609. The Plan Term Sheet contemplated a joint plan proposed by Hopeman and the Committee, centered around the establishment of a trust under section 524(g) of the Bankruptcy Code and the imposition of an injunction that will channel the present and future asbestos claims to the trust.

14. On April 29, 2025, the Debtor and the Committee, in accordance with the Plan Term Sheet, filed the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 689] (as amended, modified, or supplemented the "Plan") and the *Disclosure Statement With Respect to the Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 690] (the "Disclosure Statement").

15. Following an evidentiary hearing held on August 25 and 26, 2025 (the "Confirmation Hearing"), this Court invited all parties to submits proposed findings of fact and conclusions of law regarding the Plan. In response to such invitation, Liberty filed *Liberty Mutual's Notice of Filing of Targeted Proposed Findings of Fact and Conclusions of Law* [Docket No. 1184] ("Liberty's Proposed Findings and Conclusions"), proposing the following conclusion

regarding the Debtor's purported breach of the Minimization Obligation based on the provisions in the Plan itself:

> Through its conduct in negotiating, drafting, and prosecuting the Plan, Hopeman breached the Minimization Obligation, including by (among other things) purporting to transfer admittedly non-existent rights under the Liberty Mutual Policies to the Asbestos Trust. Section 1.83 of the Plan also gratuitously describes Liberty Mutual as a "Non-Settling Insurer", which is contrary to Hopeman's obligation to take actions necessary to minimize claims against Liberty Mutual. *See* Docket No. 1142, § 1.83.
>
> Moreover, Section 8.13(c)(v) of the Plan breaches the Minimization Obligation by allowing the Asbestos Trust to intervene in any Insurance Policy Action that otherwise would involve only a Channeled Asbestos Claimant and Liberty Mutual. *See id.* § 8.13(c)(v).

Liberty's Proposed Findings and Conclusions, ¶¶ 57-59.

16. Following receipt of the proposed findings and conclusions by all relevant parties, on October 31, 2025, this Court issued its *Proposed Findings of Fact and Conclusions of Law Regarding Confirmation of the Modified Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code and Approving Adequacy of the Disclosure Statement* ("Proposed Findings and Conclusions of Law") approving the Disclosure Statement on a final basis and recommending that the District Court confirm the Plan, subject to the Debtor and Committee making certain modifications to address discrete issues raised by the objecting insurers that the Court found to be valid. As explained in more detail below, the Proposed Findings and Conclusions of Law also addressed Liberty's allegations regarding the Debtor's breach of the Minimization Obligation based on the evidence already placed before the Court at the Confirmation Hearing, finding that the argument "ignores both the facts and the direct actions Liberty has taken to affirmatively place itself at the center of this Bankruptcy Case." *See* Proposed Findings and Conclusions of Law, p. 67.

B. Liberty's Claim and Extensive Discovery Already Provided to Liberty

17. Liberty filed Claim No. 10 on November 4, 2024. *See* Exhibit 3 to Bankr. Docket No. 877. Liberty amended the claim on May 30, 2025, and it now is designated as Claim No. 19 (as the same has been or may be amended from time to time, "Liberty's Claim") by, among other things, raising its partially liquidated unsecured claim by $37,500, from $317,254.89 to $354,754.89. *See* Exhibit 4 to Bankr. Docket No. 877.

18. As the basis for Liberty's Claim, Liberty alleges that as a result of purported breaches of "defense" and "minimization" obligations of Hopeman under the Indemnification Agreement, "Hopeman is liable to Liberty Mutual in a partially liquidated amount of no less than $354,754.89." *See id.*

19. On April 30, 2025, Hopeman filed the *Objection of Hopeman Brothers, Inc. to Claim No. 10 of Liberty Mutual Insurance Company* [Bankr. Docket No. 693] (the "Liberty Claim Objection"), which sought the disallowance and expungement of the Liberty's Claim.

20. Following the filing of the Liberty Claim Objection, Liberty served extensive discovery on the Debtor related to both Liberty's Claim and the proposed Plan, and the Debtor timely responded as follows:

Discovery Request	Date of Service	Response Deadline Set by Liberty	Deadline Completed by Debtor
• *Liberty Mutual Insurance Company's First Request for the Production of Documents*, including 19 document requests. • *Liberty Mutual Insurance*	May 20, 2025	June 5, 2025, ***16 days after service***	• June 3, 2025, Debtor timely served *Responses and Objections of the Debtor to Liberty Mutual Insurance Company's First Set of Interrogatories and Requests for Production*

Discovery Request	Date of Service	Response Deadline Set by Liberty	Deadline Completed by Debtor
Company's First Set of Interrogatories, including 10 interrogatories.			("First Discovery Response and Objection"), in accordance with Local Rule 7025-1. • June 5, 2025, Debtor timely produced 7,072 pages of responsive documents. • June 10, 2025, Debtor supplemented its production with a privilege log and 2,061 additional pages of documents.
Liberty Mutual Insurance Company's Second Set of Interrogatories, including 9 interrogatories	May 29, 2025	June 11, 2025, ***16 days after service***	June 11, 2025, Debtor timely served *Responses and Objections of the Debtor to Liberty Mutual Insurance Company's Second Set of Interrogatories* ("Second Discovery Response and Objection").
• *Liberty Mutual Insurance Company's Second Request for Production of Documents*, including 5 document requests	June 13, 2025	June 20, 2025, ***7 days after service***	June 20, 2025, Debtor timely served *Responses and Objections of the Debtor to Liberty Mutual Insurance Company's Third Set of Interrogatories and Second Requests for Production of Documents* ("Third

Discovery Request	Date of Service	Response Deadline Set by Liberty	Deadline Completed by Debtor
• *Liberty Mutual Insurance Company's Third Set of Interrogatories*, including 5 interrogatories			Discovery Response and Objection"; collectively with the First and Second Discovery Responses and Objections, the "*Discovery Responses and Objections*").

21. Copies of each of the Discovery Responses and Objections are annexed hereto as Exhibit A. It is plain from these Discovery Responses and Objections that Liberty already has taken extensive discovery from the Debtor regarding, among other things, Liberty's Claim and, in particular, the Minimization Obligation. *See* First Discovery Response and Objection, p. 5-7 and 12-18

22. On June 18, 2025, the Bankruptcy Court held a hearing on the Liberty Claim Objection (the "June 18 Hearing"). Despite the discovery taken by Liberty in advance of the June 18 Hearing, Liberty did not introduce ***any*** evidence to support Liberty's Claim at the June 18 Hearing, including any evidence regarding any purported breach of the Minimization Objection. *See* June 18 Hearing Tr. Instead, counsel to Liberty elected to simply argue regarding the Debtor's purported breach of the Minimization Obligation based on the public record: "the basis for the debtor not fulfilling its duty to minimize claims is in part provisions of the plan that are subject to ongoing discovery. And it's also Your Honor's May 14th order permitting the four Louisiana claimants to go forward with the direct action claims in Louisiana." *See id.* 48:9-13.[2]

[2] The "May 14th order" is the *Stipulated Order Approving Settlement of Appeal of Insurance Settlement Order and Granting Limited Relief from Third Interim Stay Order* [Docket No. 733] (the "Stipulated Order").

23. Liberty's counsel concluded that "[u]nder the plan, Liberty's view is that the facts will show once discovery is complete that the architecture of the plan was designed precisely to maximize claims against Liberty." *See id.* 48:14-17. Counsel to Liberty pointed to the provisions of the Plan in the public record to make this argument at the June 18 Hearing:

> I think you heard last time I was here that there's a assignment from the debtor to the trust of claims against Liberty . . . . That provision is designed to maximize claims against Liberty where none exist. . . . Number two, the plan essentially requires plaintiffs, if they believe insurance covers their claims, to pursue direct action claims against insurers, including Liberty, before making claims against the trust . . . . Both of those provisions are designed to funnel claims to Liberty and maximize claims against Liberty in complete derogation of the debtor's obligation under the agreement to minimize claims. And as a result of that breach, Liberty has a claim.

Id. 48:20-49:10.

24. Counsel for Liberty said "I think discovery and the arguments relating to the particular provisions of the plan that I referenced – it'll be clear that Hopeman is doing the opposite

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On the Petition Date, the Debtor filed a motion seeking entry of an order extending the automatic stay to enjoin asbestos claims against certain non-debtor defendants in asbestos-related lawsuits, whether previously or thereafter filed, in direct action states to avoid the wasting of estate resources and the depletion of available insurance coverage. *See* Docket No. 7. The non-debtor defendants protected by this relief include (a) insurers who provide, or provided in the case of Liberty, shared insurance coverage to the Debtor and Wayne and are named in direct-action asbestos related lawsuits on behalf of the Debtor and/or Wayne and (b) former or current officers and directors of the Debtor and Wayne who are also named in asbestos-related lawsuits with the Debtor and are covered under the Debtor's insurance policies. The Debtor since has filed six additional motions seeking such relief. *See* Docket Nos. 579, 839, 1195, 1324, and 1498 (collectively with Docket No. 7, the "Extended Stay Motions"). The Court has entered eight interim orders approving this relief. *See* Docket Nos. 35, 245, 622, 900, 1221, 1343, 1436, and 1507 (collectively, the "Extended Stay Orders").

The Stipulated Order granted limited relief from the third Extended Stay Order for four pending lawsuits.

of minimizing claims." *See id.* 64:15-18. In other words, Liberty previewed at the June 18 Hearing that it intended to object to confirmation of the Plan based on the alleged breach of the Minimization Obligation and was conducting ongoing Plan discovery related to the same.

25. On June 23, 2025, the Bankruptcy Court entered the *Order Disallowing and Expunging Claim of Liberty Mutual Insurance Company* [Bankr. Docket No. 907] (the "Liberty Claim Expungement Order"), sustaining the Liberty Claim Objection and disallowing Liberty's Claim in its entirety for the reasons set forth by the Court on the record at the June 18 Hearing. *See id.* 67:8-69:7.

26. Following entry of the Liberty Claim Expungement Order, counsel for Liberty twice examined the Debtor regarding, among other things, the alleged breach of the Minimization Obligation and steps taken by the Debtor to comply with that obligation. Prior to the Confirmation Hearing, on July 1, 2025, counsel for Liberty deposed the Debtor's representative regarding, among others, these issues. Lascell Deposition Tr. July 1, 2025 26:8-74:3. Liberty even annexed the relevant portions of that deposition transcript as Exhibit A to *Liberty Mutual Insurance Company's Objection to the Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 953] ("Liberty's Confirmation Objection") and cited to the deposition therein.[3] Counsel for Liberty then cross-examined the Debtor's witness on these same issues at the Confirmation Hearing, August 25 Hearing Tr. 79:21-90:15.

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[3] Liberty states the following in footnote 17 of Liberty's Confirmation Objection regarding the relevant portions of the deposition:

> Mr. Lascell admitted that he has never personally taken any action to minimize claims against Liberty, nor can he think of any actions that Hopeman has taken during the bankruptcy proceedings to minimize claims against Liberty (aside from the motion extending the automatic stay to Liberty). *See* Lascell Dep. At 28:16-21, 30:7-31:1. During a recent management meeting with the co-owners of

27. As to the Plan discovery that the Debtor produced to Liberty and counsel for Liberty claimed would purportedly support a breach of the Minimization Obligation at the Confirmation Hearing, no such evidence proving a breach was introduced by Liberty at the Confirmation Hearing.

28. This omission is noteworthy with respect to the alleged evidence from the mediation negotiations to which Liberty now seeks access to through the pending Motion. This Court already has found in its Proposed Findings and Conclusions of Law that:

> [T]he record supports that the Debtor did in fact provide extensive discovery to Chubb and Liberty Mutual regarding the negotiations in the mediation that resulted in the 524(g) Settlement. . . . Again, the Objecting Insurers could have sought relief from the Mediation Order to introduce any evidence . . . that they received through that production. They did not do so.

Proposed Findings and Conclusions of Law, p. 65.

29. Rather than seeking relief from the Mediation Order, Liberty was more than comfortable arguing in Liberty's Confirmation Objection – based on non-confidential evidence – that "***[i]t is crystal clear that the Plan was formulated, negotiated, and proposed with complete disregard for Hopeman's obligations under the 2003 Agreements***" without the need to ask this

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> Hopeman, Mr. Lascell advised that claimants (particularly the Louisiana claimants) "wanted to be sure to include Liberty as a non-settling insurer" in the Plan – but Mr. Lascell failed to explain to Hopeman's co-owners that the Company owes an obligation to take actions to minimize suits against Liberty. *See id.* at 70:1-11, 73:15-74:3. Prior to the commencement of the bankruptcy proceedings, Mr. Lascell had never read the Indemnification Agreement and . . . [REDACTED]. *See id.* at 23:19-24:22, 27:5-7. It is crystal clear that the Plan was formulated, negotiated, and proposed with completed disregard for Hopeman's obligations under the 2003 Agreements.

See Liberty's Confirmation Objection, ¶ 16 n.17 (emphasis added).

Court to rescind its Mediation Order. *See* Liberty's Confirmation Objection, ¶ 16 n.17 (emphasis added).

C. The Remand and Discovery Related to the Remand

30. On March 18, 2026, the District Court entered its *Memorandum Opinion* that, among other things, (i) affirmed in part this Court's *Order Disallowing and Expunging Claim of Liberty Mutual Insurance* Company [Docket No. 907], disallowing Liberty's Claim and (ii) remanded (the "Remand") the matter to this Court for the limited purpose of "adduc[ing] evidence and mak[ing] 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* Civ. No. 25-cv-486 (DJN) (E.D. Va. Mar. 18, 2026), Doc. No. 35.

31. On May 28, 2026, Liberty served interrogatories and Document Requests (together, the "Discovery Requests") on Hopeman, demanding a response by June 29, 2026.

32. As announced to the Court at the continued Status Conference on June 17, 2026, Liberty and the Debtor subsequently agreed on the scope of the discovery and that the response deadline is July 17, 2026.

33. On June 29, 2025, long before the July 17 Response Deadline and before the Debtor could even identify the responsive documents at issue, Liberty filed the Motion to modify the Mediation Order to access confidential mediation communications.

OBJECTION

A. The Court Should Enforce the Mediation Order and Prohibit Disclosure of Mediation Communications Consistent with Established and Governing Case Law

34. "As the Supreme Court held in *Travelers Indemnity Company v. Bailey*, 129 S.Ct. 2195 (2009), Bankruptcy Courts plainly have jurisdiction to interpret and enforce their own prior orders." *In re Jones*, 2011 WL 5025329 (Bankr. E.D. Va. Oct. 21, 2011).

35. Here, the Mediation Order expressly provides that the "Mediation Communications shall be confidential, shall not be subject to discovery, shall be inadmissible in any Proceeding, and also shall be subject to protection under Rule 408 of the Federal Rules of Evidence, Local Bankruptcy Rule 9019-1(J), and any equivalent or comparable state law." Mediation Order, ¶ 8. The Court even noted in the Proposed Findings and Conclusions that "[s]uch a provision is standard in mediation proceedings and intended to encourage parties to negotiate freely and without fear that settlement discussions will be divulged if litigation continues." Proposed Findings and Conclusions, p. 65. Put plainly, this Court used the broadest language possible to protect the mediation communications and ensure open and free communications during the mediation to help the parties achieve a successful resolution.

36. Protection of mediation communications also is consistent with Local Bankruptcy Rule 9019-1(J), titled "Disclosure of Mediation Communications and Writings." It separately confirms that confidentiality shall be strictly observed. For example, this rule provides, in relevant part:

> The substance of communications and writings in the mediation process shall not be disclosed to any person other than participants in the mediation process . . . . Furthermore, unless otherwise agreed to by the party, communications and writings between a party and the mediator shall be considered privileged and confidential and shall not be subject to discovery.

37. The reasons for protecting the confidentiality of mediation communications is supported by overwhelming authority, including by Fourth Circuit precedent. *See, In re Anonymous*, 283 F.3d 627, 635 (4th Cir. 2002) ("The assurance of confidentiality is essential to

the integrity and success of the Court's mediation program, in that confidentiality encourages candor between the parties and on the part of the mediator, and confidentiality serves to protect the mediation program from being used as a discovery tool for creative attorneys."); *see, e.g., In re Tribune Co.*, 2011 WL 386827, at 8 (Bankr. D. Del. Feb. 3, 2011) ("Assuming they would even agree to participate in the mediation process absent confidentiality, participants would necessarily feel constrained to conduct themselves in a cautious, tight-lipped, non-committal manner more suitable to poker players in a high-stakes game than to adversaries attempting to arrive at a just resolution of a civil dispute. The effectiveness of mediation would be destroyed, thereby threatening the well-established public needs of encouraging settlements and reducing dockets.") (citations omitted); *Bradley v. Fontaine Trailer Co. Inc.*, 2007 WL 2028115, at *5 (D. Conn. July 10, 2007) ("The parties must trust that their disclosures, both oral and written, during mediation will remain confidential and that their candor will be protected."); *In re Student Fin. Corp.*, 2007 WL 4643881, at *1 (Bankr. D. Del. May 25, 2007) ("The judicial system encourages the resolution of disputes by mediation and settlement. It is axiomatic that the assurance of confidentiality for communications made during the course of settlement negotiations is a critical component of the process."); *The Chester Cty. Hosp. v. Independence Blue Cross*, 2003 WL 25905471, at *5 (E.D. Pa. Nov. 7, 2003) (noting that "almost all fifty states have elected to protect confidential mediation proceedings to facilitate settlement of cases"); *Sheldone v. Penn Turnpke Comm'n*, 104 F. Supp. 2d 2d 511, 513-14 (W.D. Pa. 2000) (because mediation is rooted "in the imperative need for confidence and trust", failing to afford confidentiality "would surely destroy the effectiveness" of mediation); *Fields-D'Arpino v. Rest. Assocs., Inc.*, 39 F.Supp.2d 412, 417 (S.D.N.Y. 1999) ("Successful mediation . . . depends upon the perception and existence of mutual fairness through the mediation process. In this regard, courts have implicitly recognized that maintaining

expectations of confidentiality is critical."); Alan Kirtly, *The Mediation Privilege's Transition from Theory to Implementation; Designing a Mediation Privilege Standard to Protect Mediation Participants, the Process and the Public Interest*, 1995 J. Disp. Resol. 1, 9-10 ("Without adequate legal protection, a party's candor in mediation might well be 'rewarded' by a discovery request or the revelation of mediation information at trial.").

38. Moreover, as the Fourth Circuit held in *Anonymous*, where participation is mandatory and the mediation is directed and sanctioned by the Court as it was under the Mediation Order, "the argument for protecting confidential communications may be even stronger because participants are often assured that all discussions and documents related to the proceeding will be protected from forced disclosure." 283 F.3d at 637 (citations omitted).

39. The parties participated in the mediation with an expectation that their communications would remain confidential by Order of this Court. Consistent with overwhelming authority that supports protecting mediation communications, the Court should enforce the Mediation Order and deny the Motion.

B. Liberty Has Failed to Meet Its Burden for Relief from the Mediation Order

40. In the Motion, Liberty argues that the Court "should exercise discretion" to modify the Mediation Order as requested therein "because doing so will: (1) prevent Hopeman from unfairly shielding access to Mediation-related documents, after placing Mediation squarely at issue in this case; and (2) ensure that the Court has access to a comprehensive evidentiary record on remand." Motion, ¶ 15.

41. Liberty, however, ignores that the Fourth Circuit has adopted the "manifest injustice" standard for determining whether to grant a party access to confidential mediation material. Specifically, in *Anonymous*, the Fourth Circuit recognized that "under certain

circumstances, non-disclosure [of confidential mediation communications] may result in an untenable 'loss of information to the public and the justice system.'" 283 F.3d at 637. In determining whether disclosure is appropriate, the Fourth Circuit recognized that a court must "balance the public interest in protecting the confidentiality of the settlement process and countervailing interests, such as the right to every person's evidence." *Id.*

42. The Fourth Circuit held that "the balance between these interests is best resolved by disallowing disclosure unless the party seeking such disclosure can demonstrate that 'manifest injustice' will result from non-disclosure." *Id.* "Application of the manifest injustice standard requires the party seeking disclosure to demonstrate that the harm caused by non-disclosure will be manifestly greater than the harm caused by disclosure." *Id.*

43. Liberty has not met and cannot meet its burden. The Motion also altogether ignores the serious implications of Liberty's request for future bankruptcy settlements.

a. Liberty Cannot Show that the Mediation Communications Are Critical to the Remand

44. Liberty asserts in the Motion that it needs the confidential materials to have a "comprehensive evidentiary record" on the Remand. That is not sufficient cause to modify the Mediation Order. It is reflective of Liberty efforts at another "fishing expedition."

45. First, the Motion seeks the extraordinary step of unsealing confidential mediation materials, yet fails to indicate how manifest injustice will result from non-disclosure. Moreover, the Motion fails to inform the Court how modifying the Mediation Order is essential when Liberty already has taken extensive discovery regarding the alleged breach of the Minimization Obligation through other means – including (i) the extensive discovery in 2025, (ii) the deposition and then cross-examination of the Debtor's witness at the Confirmation Hearing regarding the alleged breach of the Minimization Obligation, or (iii) the review of the provisions in the publicly available

November 29 Term Sheet, the Plan Term Sheet, the Extended Stay Motions, Extended Stay Orders and Plan that Liberty repeatedly has claimed support the Debtor's purported breach.

46. In *In re Teligent, Inc.*, the Bankruptcy Court for the Southern District of New York noted that a litigant "can obtain the evidence that it says the Mediation communications may clarify through other means if the communications are not otherwise privileged, and noted the law firm could have asked the plaintiff "why he chose to settle rather than pursue his post-trial motions, and how he arrived at the Agreed Valuation without breaching the confidentiality provisions in the Mediation Order." 417 B.R. 197, 208 (Bankr. S.D.N.Y. 2009). As is evident from Liberty's two prior examinations of the Debtor's witness and the interrogatory responses in the Debtor's First Discovery Response and Objections, Liberty already examined the Debtor under oath on whether it breached any Minimization Obligation.

47. Second, as explained above, the question of whether the Debtor breached the Minimization Obligation will be decided based on the provisions set forth in publicly available documents and the record in this bankruptcy case. Indeed, as this Court already found regarding Liberty's allegation that the Plan purportedly targets Liberty by naming Liberty as a "Non-Settling Asbestos Insurer":

> This argument ignores both the facts and the direct actions Liberty has taken to affirmatively place itself at the center of this Bankruptcy Case. The unrefuted testimony is that even after Liberty Mutual and the Debtor entered into the 2003 Agreements, holders of Asbestos Claims and others continued to sue Liberty Mutual in Louisiana. Combined Hr'g Tr. Day 1 133:17-134:14, ECF No. 1174 at 133-34. After Liberty Mutual took the position that it was absolved of any liability for Asbestos Claims pursuant to the 2003 Agreements, certain creditors requested that the Plan Proponents include language in the Plan to clarify whether the Plan would affect their ability to pursue Liberty Mutual, as they had done prior to the bankruptcy filing. Combined Hr'g Tr. Day 1 82:20-83:14, ECF No. 1174 at 82-83. This clarification was particularly necessary as the issue had been muddied by Liberty Mutual, which filed an adversary

> proceeding seeking a declaratory judgment that the 2003 Agreements effectively eliminated any liability Liberty Mutual had or could have with respect to Asbestos Claims. These revisions to the Plan were necessary to clarify that the Plan does not affect any rights, claims, or defenses that any non-debtor may have against Liberty Mutual outside of bankruptcy. Similarly, if Liberty Mutual has a defense to those claims, Liberty Mutual can assert such a defense – nothing in the Plan changes that. The Plan does not create an entitlement for asbestos claimants to sue Liberty Mutual or eliminate Liberty Mutual's defense to asbestos claimants pursuing Liberty Mutual if one exists.

Proposed Findings and Conclusions, at pp. 67-68.

48. Third, even for materials not in the public record, much of what Liberty seeks was available from depositions and extensive discovery already provided to Liberty, including the written discovery that Liberty currently has served on the Debtor and can serve on other parties that participated in the mediation. Notably, this discovery need not conflict with the Mediation Order, if it does not entail recounting the confidential "communication[s] . . . made or provided in connection with the Mediation." *See* Mediation Order at ¶ 8. Liberty provides no indication that it already attempted to take this less drastic method, and accordingly has failed to indicate a special need for the requested modification. This discovery already was sufficient for to Liberty conclude in its opposition to the Plan that "[i]t was crystal clear the Plan was formulated, negotiated, and proposed with complete disregard" for the Minimization Obligation. *See* Liberty's Confirmation Objection, ¶ 16 n.17.

49. "Under analogous circumstances, a party cannot show the substantial need necessary to obtain work product if it can obtain equivalent information through depositions or B.R. at other means of discovery." *Teligent*, 417 B.R. at 209 (citations omitted). Liberty has not and cannot show that its need outweighs the important interest in protecting the confidentiality of mediation communications.

b. Liberty's Sword and Shield Argument is Not Applicable or Persuasive

50. According to Liberty, the Debtor has placed the mediation negotiations squarely at issue and should not be permitted to rely defensively on the Mediation Order. If Liberty's argument is true, this would mean that whenever plan proponents seek confirmation embodying a settlement resulting from mediation, the proponents place "at issue" the substance of all confidential communications that took place during the mediation. As a result, Liberty reasons, such parties must either "voluntarily waive" the protections afforded to mediation discussion by both the Local Rules of this Court and the Mediation Order or be precluded from offering any evidence at trial respecting the fact or results of the mediation in order to establish the good faith nature of the settlement and proposed plan.

51. This argument is meritless. Section 1129(a)(3) of the Bankruptcy Code requires that a plan, including one embodying a settlement, be "proposed in good faith and not by any means forbidden by law." 11 U.S.C. § 1129(a)(3). As this Court already found:

> [a]lthough 'good faith' is not defined by the Bankruptcy Code, the Fourth Circuit recently interpreted the good faith standard. The Fourth Circuit recognized that 'a number of . . . circuits have held that a plan is proposed in good faith where it 'fairly achieve[s] a result consistent with the objectives and purposes of the Bankruptcy Code.' *In re Kaiser Gypsum Co.*, 135 F.4th at 193 (quoting *In re Am. Cap. Equip., LLC*, 688 F.3d 145, 158 (3d Cir. 2012).

Proposed Findings and Conclusions of Law, at p. 61.

52. As a result, by proposing a plan which is the product of mediation, what the proponents put in issue is "the plan itself and whether the plan will fairly achieve a result consistent with the objectives and purposes of the Bankruptcy Code," and not the substance of otherwise protected confidential mediation communications undertaken in reliance on the explicit protection of the Mediation Order.

53. To the extent the inquiry under section 1129(a)(3) also requires some examination of the process leading to the formulation of the Plan Term Sheet and the Plan, here that "process" evidence would include such facts as the appointment of a distinguished bankruptcy judge as the mediator, the parties participating in the mediation, the number and dates of the mediation sessions, the results of the mediation, and whether the mediator has endorsed the results of the mediation. Examination of this *process*, however, does not and need not entail examination of the *substance* of protected mediation communications.

54. The weakness of Liberty's argument is highlighted by the fact that the only supporting authority that it can muster for the sword and shield argument is (i) *CP Kelco United States, Inc. v. Pharmacia Corp.*, 213 F.R.D. 176 (D. Del. 2003), (ii) *In re Diocese of Camden*, 653 B.R. 722 (Bankr. D.N.J. 2023), and (iii) the transcript from a hearing in the *Boy Scouts* bankruptcy case *See* Motion, ¶¶ 18-19. None of this purported authority supports Liberty's arguments.

55. *Kelco* had nothing to do with discovery of confidential mediation communications, but instead examined whether a party had to produce privileged documents provided to and reviewed by an expert witness put forward to give expert testimony under Rule 26. 213 F.R.D. at 178-79. The party in that case waived the privilege by providing the documents to the expert. *Id.* at 179 ("Pharmacia made a judgment. It chose to designate an expert to testify, to show him certain documents, and to submit him for deposition cross-examination. Under those circumstances, its failure to disclose documents which it should have disclosed prior to the deposition cannot shield those documents from disclosure now."). The holding in *Kelco* is inapposite to seeking relief from a Mediation Order to disclose confidential mediation communications.

56. As to the *Diocese of Camden*, the Motion implies that the Bankruptcy Court for the District of New Jersey declined to approve a settlement agreement in that case "when the parties

had 'refused to waive the mediation privilege' and 'blocked any discovery of their discussions during the mediation that led to the agreement for sale.'" *See* Motion, ¶ 18. A review of the opinion shows that this statement is both inaccurate and misleading. The court in the *Diocese of Camden* refused to approve the settlement that contemplated the repurchase of insurance policies because the proponent failed to put on evidence to meet its burden sale under section 363(b) of proving that the sale price is adequate and fair and the settlement was entered into in good faith. 653 B.R. at 740-41. While the court noted that because "the proponents refused to waive the mediation privilege . . . there was no evidence of how they came to agree on the $15 million," the settlement was not denied because the proponents refused to waive the mediation privilege. The settlement was denied because the proponents did not put on evidence to meet their burden under section 363 of the Bankruptcy Code.

57. Finally, the transcript from *Boy Scouts* also is neither persuasive nor instructive. First, it is a transcript from a hearing rather than an opinion and is not binding on this Court. Second, as explained in the Motion, the insurers in that case purportedly "sought to compel production [of confidential mediation documents] to support their argument that the mediation was process was tainted." *See* Motion, ¶ 8. Setting aside whether that decision was appropriate, the process of the mediation (although sound in this case) is entirely irrelevant to the Remand. As such, Liberty's reliance on *Boy Scouts* also fails.

58. There is no evidence that the Debtor has taken any steps to put the substance of otherwise protected confidential mediation communications at issue and, therefore, Liberty's sword and shield argument is unavailing.

C. Modification of the Mediation Order Will Undermine Future Bankruptcy Mediations

59. The Motion altogether ignores the serious implications of Liberty's request for future bankruptcy settlements. As set forth in overwhelming case law identified above and noted by the Court in the Proposed Findings and Conclusions of Law, if the mediation process lacks the confidentiality protections in place, many parties likely would fail to participate or would fail to divulge sensitive information in the discussions. As the Second Circuit has recognized, confidentiality in mediation "proceedings promotes the free flow of information that may result in the settlement of a dispute." *In re Teligent, Inc.*, 640 F.3d 53, 59 (2d Cir. 2011). "Were courts to cavalierly set aside confidentiality restrictions on disclosure of communications made in the context of mediation, parties might be less frank and forthcoming during the mediation process or might even limit their use of mediation altogether." *Id.* at 59-60. Any failure to reach a settlement in this bankruptcy case through the negotiations conducted under the Mediation Order likely would have led to contentious, lengthy litigation that may have eliminated the possibility of a successful chapter 11 case.

60. In fact, it is only by enforcing the confidentiality provisions of the Mediation Order, thereby giving effect to the reasonable expectations of parties to engage in free and open communications in mediation, that the Court can further the strong policy in favor of the confidentiality of court ordered mediation in federal bankruptcy cases. *See In re RDM Sports Group*, 277 B.R. 415, 419 (Bankr. N.D. Ga. 2002) ("[T]he evidence is strong that parties engage in mediation with an expectation that the information will remain protected from future use by other parties. Therefore, it seems logical to assume that once this expectation is removed, the willingness of those parties (or more accurately their counsel) to engage in mediation, with full

knowledge that the information will not be protected from disclosure in the event of future federal litigation, would decrease.").

61. There can be little doubt that, if parties were required to disclose the contents of confidential mediation communications, parties would be loath to engage in mediation, thereby undermining the utility and vitality of the process. *See Sheldone v. Penn Turnpke Comm'n*, 104 F. Supp 2d 511, 513-14, 517 (W.D. Pa. 2000) (because mediation is rooted "in the imperative need for confidence and trust", failing to afford confidentiality "would surely destroy the effectiveness" of the program). This is especially true here where, as explained above, Liberty has not and cannot remotely demonstrate that the mediation communications are critical to the Remand.

CONCLUSION AND RESERVATION OF RIGHTS

62. Accordingly, the Debtor submits that the Court should deny the Motion for the reasons set forth herein. The Debtor expressly reserves it right to amend, modify, or supplement this Objection and to raise any additional arguments at any hearing concerning the Motion.

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Dated: July 13, 2026
Richmond, Virginia

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

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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.	:	

RESPONSES AND OBJECTIONS OF THE DEBTOR TO LIBERTY MUTUAL INSURANCE COMPANY'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS

Pursuant to Rules 26, 33 and 34 of the Federal Rules of Civil Procedure ("Civil Rules"), made applicable by Rules 7026, 7033, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), and Rule 7026-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of Virginia ("Local Rules"), Hopeman Brothers, Inc. (the "Debtor"), by its undersigned counsel, hereby submits the following objections and responses (the "Objection and Responses") to *Liberty Mutual Insurance Company's First Set of Interrogatories* (the "Interrogatories"; and each individual, an "Interrogatory") and *Liberty Mutual Insurance Company's First Request for Production of Documents* (the "Requests"; and each individual, a "Request"; and together with the Interrogatories, the "Discovery Requests") served by Liberty Mutual Insurance Company ("LMIC") on the Debtor, on May 20, 2025.

I. GENERAL OBJECTIONS

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

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

2. The Debtor objects to the Discovery Requests, including the definitions and instructions therein, to the extent that they seek information and documents that are irrelevant and outside the scope of matters related to (i) confirmation of the proposed *Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 766] (the "524(g) Plan") and approval of the adequacy of the *Disclosure Statement with Respect to the Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 767] (the "Disclosure Statement"), and (ii) the *Objection of Hopeman Brothers, Inc. to Claim No. 10 of Liberty Mutual Insurance Company* (the "LMIC Claim Objection").

3. The Debtor objects to the Discovery Requests because LMIC demands an expedited response on or before June 5, 2025 (the "June 5 Deadline"), which is sixteen days after service of

the Discovery Requests on the Debtor and, thus, less time than the thirty-days provided for a response under Civil Rules 33(b)(2) and 34(b)(2)(A).

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

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

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

7. The Debtor objects to the Discovery Requests to the extent that they purport to require the Debtor to collect, review, or produce documents that already are in 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.

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

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

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

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

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

II. SPECIFIC RESPONSES TO INTERROGATORIES

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

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that, as a result of the 2003 Settlement Agreement, the Debtor released any and all claims it had or may have had against LMIC and sold back to LMIC its remaining insurance coverage issued by LMIC. As a result, the Debtor does not currently believe it possesses any rights in any insurance policies issued by LMIC to the Debtor. In the proposed Plan, the Debtor proposes to assign whatever such rights, if any, it has in the LMIC insurance policies to the Asbestos Trust.

INTERROGATORY NO. 2: State the basis for Hopeman's position that it possesses any right(s) relating to Liberty Mutual that may be assigned or transferred in connection with the Plan.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor incorporates its response and objection to Interrogatory No. 1 as if fully set forth herein.

INTERROGATORY NO. 3: Does Hopeman contend that the Plan comports with Section III(C) of the 2003 Indemnification Agreement, which requires Hopeman to: "take all reasonable actions necessary to minimize the possibility of cross-claims or other claims, actions or proceedings against Liberty Mutual relating to the Indemnified Claims by any other Person, including, but not limited to any insurer of Hopeman." 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 states that the proposed Plan comports with Section

III(C) of the 2003 Indemnification Agreement. The proposed Plan simply would lift the protection of the extended stay the Debtor voluntarily sought and LMIC has enjoyed since the beginning of this chapter 11 case. The Debtor contends that it would not be reasonable for the Debtor to take any additional action with respect to LMIC.

INTERROGATORY NO. 4: Does Hopeman contend that its settlement with the Roussel Claimants (*see* ECF No. 733) comports with Section III(C) of the 2003 of the Indemnification Agreement, which requires Hopeman to: "take all reasonable actions necessary to minimize the possibility of cross-claims or other claims, actions or proceedings against Liberty Mutual relating to the Indemnified Claims by any other Person, including, but not limited to any insurer of Hopeman."

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor states that its settlement with the Roussel Claimants also comports with Section III(C) of the 2003 Indemnification Agreement. By the settlement with the Roussel Claimants, the Debtor simply agreed to lift the protection of the extended stay the Debtor voluntarily sought and LMIC has enjoyed since the beginning of this chapter 11 case for the Roussel Claimants. The Debtor contends that it would not be reasonable for the Debtor to take any additional action with respect to LMIC relating to the settlement with the Roussel Claimants.

INTERROGATORY NO. 5: Describe Hopeman's efforts, if any, to "acquire a low-cost, income-generating business or an interest in such a business" prior to the Effective Date of the Plan. *See Settlement Term Sheet for § 524(g) Plan of Hopeman Brothers, Inc.* (Dkt. No. 609-B) at § C(4).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor states that, as of the date hereof, it has evaluated

potential investments in businesses recommended to the Debtor by FTI Consulting in the Presentation to Hopeman Brothers, Inc., dated February 10, 2025, of the Evaluation of Potential Ongoing Business Investments Under Section 524(g) of the Bankruptcy Code, and has requested that the Committee pursue an option to invest in one of the opportunities presented so that it will be available for the Debtor or the Reorganized Debtor to close on or after the Effective Date of the Plan.

INTERROGATORY NO. 6: State the basis for Hopeman's contention that the Plan is feasible.

RESPONSE: The Debtor objects to this Interrogatory because it concerns a question of law and calls for a legal conclusion about feasibility. Subject to and without waiving this or the General Objections, which are incorporated herein by reference, the Debtor states that the proposed Plan is feasible because it will allow the Debtor and the Reorganized Debtor to avoid the need for additional restructuring or liquidation. The Plan provides for the transfer of the Debtor's remaining insurance coverage and cash to the Asbestos Trust to allow for resolution of the asbestos-claims against the Debtor after the effective date of the Plan in accordance with the proposed Trust Distribution Procedures. The Debtor also submits that upon the closing of the Certain Settling Insurers Settlement Agreement, it will have adequate sources of cash to fund the proposed Trust and implement the Plan, including the Restructuring Transactions, and make all distributions contemplated under the Plan.

INTERROGATORY NO. 7: State the basis for Hopeman's treatment of Liberty Mutual as a Non-Settling Asbestos Insurer under the Plan, notwithstanding the 2003 Settlement Agreement.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor states that LMIC is a Non-Settling Asbestos Insurer under the proposed Plan because LMIC is not party to an "Asbestos Insurance Settlement," which is limited by definition in the Plan to a settlement that was approved by the Bankruptcy Court. Through use of the term "Non-Settling Asbestos Insurer" as expressly defined in the Plan, the Debtor is not in any way attacking the validity of the 2003 Settlement between the Debtor and LMIC. The Debtor is not requesting that the Bankruptcy Court, and the Plan does not provide, that holders of Asbestos Related Claims have any rights to assert their claims against LMIC. Those issues are to be resolved elsewhere, if at all, under applicable non-bankruptcy law.

INTERROGATORY NO. 8: Describe the benefits obtained by Hopeman and/or the Settlement Trust as a result of 2003 Settlement Agreement, including with respect to the effect of the 2003 Settlement Agreement on Hopeman's and/or the Trust's ability to respond to, defend against, and/or pay indemnity with respect to the Asbestos Related Claims.

RESPONSE: The Debtor objects to this Interrogatory because "Trust" is not a defined term in the Interrogatories. The Debtor will assume that "Trust" means the Settlement Trust. Subject to and without waiving this objection and the General Objections, which are incorporated herein by reference, the Debtor states as follows:

- After the Debtor and LMIC's execution of the 2003 Settlement Agreement, and in accordance with that agreement and related documents, the Debtor and its representatives were entitled to, and did, withdraw funds from the Settlement Trust in order to defend against and settle asbestos-related claims asserted against the Debtor.

- The amounts the Debtor received under the 2003 Settlement Agreement were used to settle thousands of asbestos-related claims.

- The amounts the Debtor received under the 2003 Settlement Agreement were used to defend against thousands of asbestos-related claims.

- Absent the 2003 Settlement Agreement, and settlements with other insurers that the Debtor reached after the 2003 Settlement Agreement, the Debtor likely would have faced a projected cash shortfall earlier than 2024.

INTERROGATORY NO. 9: Identify any Extracontractual Claims(s) that Hopeman believes may exist with respect to Liberty Mutual.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor states that it is not aware of any Extracontractual Claim(s) it possesses against LMIC. In the proposed Plan, the Debtor agrees to assign whatever such rights, if any, it has to the Asbestos Trust.

INTERROGATORY NO. 10: State the basis for Hopeman's contention that the Plan is "insurance neutral."

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor states the Plan is "insurance neutral" because it will not alter any rights or defenses of any liability insurers of Hopeman who are "Non-Settling Asbestos Insurers."

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III. SPECIFIC RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: Documents sufficient to illustrate Hopeman's business activities during the period January 1, 2014 through June 30, 2024.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor objects to this Request as overly broad and unduly burdensome because it seeks documents going back ten years that are not proportional to confirmation of the Plan and approval of the adequacy of the Disclosure Statement or the LMIC Claim Objection. As the Debtor has previously advised, however, the Debtor is willing to engage with LMIC to consider stipulating to a fact or facts that may resolve the Debtor's objections to this Request and currently is working with LMIC on attempting to reach agreeable language.

REQUEST FOR PRODUCTION NO. 2: All documents concerning Hopeman's asserted intent to "acquire a low-cost, income-generating business or an interest in such a business" prior to the Effective Date of the Plan. *See Settlement Term Sheet for § 524(g) Plan of Hopeman Brothers, Inc.* (Dkt. No. 609-B) at § C(4).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor will produce the Presentation to Hopeman Brothers, Inc., dated February 10, 2025, of the Evaluation of Potential Ongoing Business Investments Under Section 524(g) of the Bankruptcy Code prepared by FTI Consulting.

Furthermore, as previously advised, the Debtor will produce to LMIC all non-privileged documents that will be produced to the Chubb Insurers in response to the document requests served on the Debtor in connection with matters related to confirmation of the Plan and approval of the adequacy of the Disclosure Statement (the "Chubb Insurers Production"), and the Debtor is endeavoring to complete this production by the June 5 Deadline. The Debtor has informed the

Chubb Insurers that such production will include documents in the Debtor's care, custody and control during the period of November 29, 2024 (date of execution of the *Settlement Term Sheet* annexed as Exhibit B to the *Agreed Order Continuing Hearing and Deadlines Solely as to Chubb Insurers Settlement Motion* [Docket No. 417]) to April 29, 2025 (original date of filing the Plan, at Docket No. 689) relating to negotiation, drafting, and finalization of the Plan Term Sheets[1] and the Plan and related documents cited or attached therein. The Debtor submits that, to the extent any other non-privileged documents exist in the Debtor's care, custody and control that are potentially responsive to this Request, they will be produced to LMIC in connection with the Chubb Insurers Production.

REQUEST FOR PRODUCTION NO. 3: Documents sufficient to illustrate the Settlement Trust's pre-Petition process for responding to Asbestos Related Claims.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor objects to this Request as overly broad and unduly burdensome because it seeks documents going back to 2003 that are not proportional to confirmation of the Plan and approval of the adequacy of the Disclosure Statement or the LMIC Claim Objection. As the Debtor has previously advised, however, the Debtor is willing to engage with LMIC to consider stipulating to a fact or facts that may resolve the Debtor's objections to this Request, but LMIC has not yet been willing to agree to this proposal by the Debtor.

REQUEST FOR PRODUCTION NO. 4: All documents concerning the Settlement Trust's and/or Hopeman's obligation to defend Liberty Mutual in connection with Asbestos Related Claims.

[1] "Plan Term Sheet(s)" is defined in the Chubb Insurers' discovery requests to mean "(a) the November 29, 2024 Settlement Term Sheet attached to Dkt. No. 417, and/or (b) the March 7, 2025 Settlement Term Sheet for § 524(g) Plan of Hopeman Brothers, Inc., attached to Dkt. No. 609.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers LMIC to the 2003 Settlement Agreement and 2003 Indemnification Agreement for any such obligation, the validity and extent of which are described in the Debtor's Objection to LMIC's Claim. The Debtor is in the process of determining whether there are any additional responsive documents in the Debtor's care, custody and control and will endeavor to produce such non-privileged documents and communications to the extent they are located by the June 5 Deadline.

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

REQUEST FOR PRODUCTION NO. 5: All documents concerning Hopeman's negotiations regarding the Plan, including, but not limited to, any and all drafts of the Plan.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor submits that, to the extent any non-privileged documents exist in the Debtor's care, custody and control that are potentially responsive to this Request, they will be produced to LMIC in the Chubb Production. The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 6: All documents concerning any mediation that has taken place in connection with the Bankruptcy proceedings.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor submits that, to the extent any non-privileged documents exist in the Debtor's care, custody and control that are potentially responsive to this Request, they will be produced to LMIC in the Chubb Production. The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 7: All documents concerning the asserted feasibility of the Plan, including, but not limited to: (1) all documents concerning Hopeman's contribution to the Asbestos Trust; (2) all documents concerning the value of the Asbestos Insurance Rights; and (4) all documents concerning anticipated Asbestos Trust Expenses.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor submits that, to the extent any non-privileged documents exist in the Debtor's care, custody and control that are potentially responsive to this Request, they will be produced to LMIC in the Chubb Production. The Debtor otherwise objects to this Request because it concerns a question of law and calls for a legal conclusion, and also objects based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

Additionally, if the Debtor intends to introduce any documents at the hearing on confirmation of the Plan concerning feasibility, the Debtor will provide copies of any such documents to the Chubb Insurers in advance of such hearing in accordance with the Local Rules.

REQUEST FOR PRODUCTION NO. 8: All documents concerning Liberty Mutual's Claim.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers LMIC to Liberty Mutual's Claim, the LMIC Claim Objection, the 2003 Settlement Agreement and the 2003 Indemnification Agreement that are already in LMIC's possession, custody, or control, or that are publicly available. The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 9: All documents concerning Hopeman's treatment of Liberty Mutual as a Non-Settling Asbestos Insurer under the Plan.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers LMIC to the Plan and its included definition of "Non-Settling Insurer," which does not include LMIC since it does not fit into the definition. The Debtor otherwise responds that no other responsive documents exist.

REQUEST FOR PRODUCTION NO. 10: For the period January 1, 2024 through the present, all documents concerning: (1) the 2003 Settlement Agreement; and/or (2) the 2003 Indemnification Agreement.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers LMIC to Liberty Mutual's Claim and the LMIC Claim Objection that are already in LMIC's possession, custody, or control, or that are publicly available. The Debtor also submits that, to the extent any other non-privileged documents and communications exist in the Debtor's care, custody and control that are potentially responsive to this Request, they will be produced to LMIC in the Chubb Production. The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 11: All documents describing the benefits obtained by Hopeman and/or the Settlement Trust as a result of the 2003 Settlement Agreement, including all documents describing the effect of the 2003 Settlement Agreement on Hopeman's and/or the Trust's ability to respond to, defend against, and/or pay the indemnity with respect to Asbestos Related Claims.

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 and the Privilege and Work Product Objection as if fully set forth herein. As the Debtor has previously advised, however, the Debtor is willing to engage with LMIC to consider stipulating to a fact or facts that may resolve the Debtor's objections to this Request and currently is working with LMIC on attempting to reach agreeable language.

REQUEST FOR PRODUCTION NO. 12: All documents concerning the possibility that Liberty Mutual will be sued in connection with Asbestos Claims (as defined by the Plan) as a result of the Plan.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor submits that, to the extent any non-privileged documents and communications exist in the Debtor's care, custody and control that are potentially responsive to this Request, they will be produced to LMIC in the Chubb Production. The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 13: All documents concerning the possibility that Liberty Mutual will be sued in connection with Asbestos Claims as a result of any settlement agreement negotiated by Hopeman during the pendency of the Bankruptcy Case.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor is in the process of locating documents in the Debtor's care, custody and control that are potentially responsive to this Request, and will endeavor to produce such non-privileged documents and communications to the extent they are located by the June 5 Deadline.

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

REQUEST FOR PRODUCTION NO. 14: All documents concerning any right(s) relating to Liberty Mutual that the Plan purports to transfer or assign to the Asbestos Trust.

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 and the Privilege and Work Product Objection as if fully set forth herein. As the Debtor has previously advised, however, the Debtor is willing to engage with LMIC to consider stipulating to a fact or facts that may resolve the Debtor's objections to this Request and currently is working with LMIC on attempting to reach agreeable language.

REQUEST FOR PRODUCTION NO. 15: All documents concerning any Extracontractual Claim(s) that Hopeman contends may exist with respect to 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 and the Privilege and Work Product Objection as if fully set forth herein. As the Debtor has previously advised, however, the Debtor is willing to engage with LMIC

to consider stipulating to a fact or facts that may resolve the Debtor's objections to this Request and currently is working with LMIC on attempting to reach agreeable language.

REQUEST FOR PRODUCTION NO. 16: For the period January 1, 2024 to the present, all documents concerning the effect of Hopeman's actions and/or the anticipated effect of the Plan on Liberty Mutual.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor submits that, to the extent any non-privileged documents and communications exist in the Debtor's care, custody and control that are potentially responsive to this Request, they will be produced to LMIC in the Chubb Production. The Debtor otherwise objects to this Request because it concerns a question of law and calls for a legal conclusion, and also objects based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 17: All documents concerning any stay of litigation against Liberty Mutual relating to the Bankruptcy proceedings.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers LMIC to the three interim orders entered by the Bankruptcy Court extending the automatic stay to enjoin claims against certain non-debtor defendants in asbestos-related lawsuits filed, or to-be-filed, as applicable, in "direct action" states. *See* Docket Nos. 35, 245 and 622. The Debtor is in the process of locating any additional documents in the Debtor's care, custody and control that are potentially responsive to this Request, and will endeavor to produce such non-privileged documents and communications to the extent they are located by the June 5 Deadline. The Debtor otherwise objects to this Request because it concerns a question of law and calls for a legal conclusion, and also objects based on the

Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 18: For the period January 1, 2024 to the present, all communications between any attorney representing a claimant allegedly injured by asbestos – including attorneys at Roussel & Clement, Landry & Swarr, the Boling Law Firm, the Law Office of Philip C. Hoffman, and/or any law firm representing any member of the Unsecured Claimant's Committee, including (but not limited to) Morgan Lewis & Bockius LLP – on the one hand, and Hopeman, on the other hand, which concern Liberty Mutual.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor is in the process of locating documents in the Debtor's care, custody and control that are potentially responsive to this Request, and will endeavor to produce such non-privileged documents and communications to the extent they are located by the June 5 Deadline; provided, however, the Debtor is not searching for responsive communications that are in the care, custody or control of any professionals representing it in any asbestos related litigation outside of this chapter 11 case. The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 19: All documents concerning Asbestos Insurance Cooperation Obligations under the Plan.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers LMIC to the Plan, and the Debtor is in the process of locating any additional documents in the Debtor's care, custody and control that are potentially responsive to this Request, and will endeavor to produce such non-privileged

documents and communications to the extent they are located by the June 5 Deadline. The Debtor otherwise objects to this Request because it is irrelevant to confirmation of the Plan and approval of the adequacy of the Disclosure Statement or the LMIC Claim Objection, and also objects based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

REQUEST FOR PRODUCTION NO. 19: All documents concerning Hopeman's contention that the Plan is "insurance neutral."

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers LMIC to the Plan. The Debtor otherwise objects to this Request based on the Documents and Communications Objection and the Privilege and Work Product Objection as if fully set forth herein.

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Dated: June 3, 2025
Richmond, Virginia

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

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Counsel for the Debtor and Debtor in Possession

CERTIFICATE OF SERVICE

I hereby certify that, on June 3, 2025, a true and correct copy of the *Responses and Objections of the Debtor to LMIC's First Set of Interrogatories and Requests for Production of Documents* 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

VERIFICATION

I, the undersigned, certify that the statements set forth in the Debtor's responses to the Interrogatories are true and correct except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies that he verifies and believes the same to be true.

Hopeman Brothers, Inc.

By: _____

STATE OF MASSACHUSETTS)
)
CITY/COUNTY OF Norfolk) To-wit:

Subscribed and sworn to before me in my jurisdiction aforesaid this 3 day of June 2025.

_____
Notary Public

My commission expires: March 6, 2026

DAVID ESCOBAR
Notary Public
Massachusetts
My Commission Expires
Mar 6, 2026

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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.	:	

RESPONSES AND OBJECTIONS OF THE DEBTOR TO LIBERTY MUTUAL INSURANCE COMPANY'S SECOND SET OF INTERROGATORIES

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure ("Civil Rules"), made applicable by Rules 7026, 7033, and 9014 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), and Rule 7026-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of Virginia ("Local Rules"), Hopeman Brothers, Inc. (the "Debtor"), by its undersigned counsel, hereby submits the following objections and responses (the "Objection and Responses") to *Liberty Mutual Insurance Company's Second Set of Interrogatories* (the "Interrogatories" or the "Discovery Requests") served by Liberty Mutual Insurance Company ("LMIC") on the Debtor, on May 29, 2025.

I. GENERAL OBJECTIONS

The following general objections (the "General Objections") apply to each Discovery Request and are incorporated by reference into each response made herein, in addition to any specific responses and objections included herein. The assertion of the same, similar, or additional

objections or the provision of partial answers in the specific responses and objections does not waive any of the General Objections.

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

2. The Debtor objects to the Discovery Requests, including the definitions and instructions therein, to the extent that they seek information that is irrelevant and outside the scope of matters related to (i) confirmation of the proposed *Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 766] (the "524(g) Plan") and approval of the adequacy of the *Disclosure Statement with Respect to the Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 767] (the "Disclosure Statement"), and (ii) the *Objection of Hopeman Brothers, Inc. to Claim No. 10 of Liberty Mutual Insurance Company* (the "LMIC Claim Objection").

3. The Debtor objects to the Discovery Requests because LMIC demands an expedited response on or before June 11, 2025, which is thirteen days after service of the Discovery Requests on the Debtor and, thus, less time than the thirty-days provided for a response under Civil Rule 33(b)(2).

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

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

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

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

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

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

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

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

II. SPECIFIC RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 11: Identify each and every source of funds used by the Settlement Trust to respond to, defend against, and/or pay indemnity with respect to Asbestos-Related Claims prior to the Petition Date.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that, upon information and belief, the only funds used by the Settlement Trust to respond to, defend against, and/or pay indemnity with respect to Asbestos-Related Claims were the funds paid to the Settlement Trust by Liberty Mutual pursuant to the 2003 Settlement Agreement, plus interest accrued on the principal. The Debtor otherwise objects to this Interrogatory as overly broad and unduly burdensome because it seeks information going back over twenty-years that is not proportional to confirmation of the 524(g) Plan and approval of the adequacy of the Disclosure Statement or the LMIC Claim Objection.

INTERROGATORY NO. 12: Identify the Exhaustion Date.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds that substantially all amounts were paid out from the Settlement Trust by June 2021. The Debtor further responds that, upon information and belief, the Settlement Trust had a balance in a de minimis amount of approximately $.05 from June 2021 until July 2024.

INTERROGATORY NO. 13: Describe the process that Hopeman undertook in responding to Asbestos-Related Claims during the time period following March 21, 2003, but prior to the Exhaustion Date.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that during the time period following March 21, 2003, but prior to the Exhaustion Date, Asbestos-Related Claims typically were asserted against the Debtor by two methods. The first method was pursuant to an agreed out-of-court claims process pursuant to administrative agreements the Debtor entered into with various personal injury law firms (collectively, the "Administrative Agreements"). The purpose of the Administrative Agreements was to resolve substantiated[1] Asbestos-Related Claims without the need for litigation, with each type of disease pursuant to most agreements having been assigned a scheduled settlement amount (a "Disease Level"). Upon confirmation that an Asbestos Related Claim was valid, the Debtor's third-party claims administrator, Special Claims Services, Inc. ("SCS"), would pay the agreed upon scheduled amount prescribed for the substantiated Disease Level pursuant to the applicable Administrative Agreement, or the parties would negotiate a settlement amount if there was no predetermined amount scheduled for the subject disease with the counterparty. If the claims were not resolved through the administrative process, litigation of the claims might proceed in court.

The second method for claim assertion during the applicable period was through a claimant naming the Debtor as a defendant in federal or state court litigation, typically along with multiple other defendants, including other parties that provided products or services in the construction or repair of ships, manufacturers and sellers of products, shipyards, and ship owners, among others, and at times, former directors and officers of the Debtor.

[1] Pursuant to the Administrative Agreements, each claimant was required to submit evidence of his/her asbestos-related disease diagnosis and exposure to asbestos that was connected to Hopeman's business operations.

The Debtor primarily funded its defense and resolution of the Asbestos-Related Claims during the applicable period by drawing upon coverage directly from its liability insurance program, funds from the Settlement Trust, funds from two other settlement trusts resulting from insurance settlement agreements with other liability insurers of Hopeman, and with cash on hand.

The Debtor otherwise objects to this Interrogatory as overly broad and unduly burdensome because it seeks information going back over twenty-years that is not proportional to confirmation of the 524(g) Plan and approval of the adequacy of the Disclosure Statement or the LMIC Claim Objection.

INTERROGATORY NO. 14: Describe the process that the Settlement Trust undertook in responding to Asbestos-Related Claims during the time period following March 21, 2003, but prior to the Exhaustion Date.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that, upon information and belief, during the time period following March 21, 2003, but prior to the Exhaustion Date, the Settlement Trust would respond to Asbestos-Related Claims against the Debtor by releasing funds upon submission by the Debtor or SCS of a release notice for loss and expense in accordance with the 2003 Insurance Coverage Trust Agreement, dated March 21, 2003.

The Debtor otherwise objects to this Interrogatory as overly broad and unduly burdensome because it seeks information going back over twenty-years that is not proportional to confirmation of the 524(g) Plan and approval of the adequacy of the Disclosure Statement or the LMIC Claim Objection and that is that is obtainable from some other source.

INTERROGATORY NO. 15: Describe the process that Hopeman undertook in responding to Asbestos-Related Claims during the time period following the Exhaustion Date, but prior to the Petition Date.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor incorporates its response to Interrogatory No. 13 as if fully set forth herein and further states that it followed the same process during the time period following the Exhaustion Date, but prior to the Petition Date, other than drawing upon funds from the Settlement Trust.

INTERROGATORY NO. 16: Describe the process that the Settlement trust undertook in responding to Asbestos-Related Claims during the time period following the Exhaustion Date, but prior to the Petition Date.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that, upon information and belief, during the time period following the Exhaustion Date, but prior to the Petition Date, the Settlement Trust was not involved in responding to Asbestos-Related Claims against the Debtor.

INTERROGATORY NO. 17: Did Hopeman ever pay any of its own funds in order to defend direct-action claims brought against Liberty Mutual as insurer of Hopeman? If so, identify: (1) each such occasion; and (2) for each such claim, the amount paid by Hopeman.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that, as contemplated by the 2003 Settlement Agreement, whenever direct action Asbestos Related Claims were filed against both the Debtor and against Liberty Mutual as the insurer for Wayne, the Debtor defended Liberty Mutual as part of the Debtor's own defense and paid for that defense using funds available,

including cash on hand.. All direct action Asbestos Related Claims against Liberty Mutual following the withdrawal of substantially all funds in the Settlement Trust in June 2021 also were filed against the Debtor. To the best of the Debtor's knowledge, no earlier direct action Asbestos Related Claim was filed solely against Liberty Mutual as the insurer for the Wayne.

The Debtor otherwise objects to this Interrogatory as overly broad and unduly burdensome because it seeks specific information regarding numerous direct action lawsuits that is not proportional to confirmation of the 524(g) Plan and approval of the adequacy of the Disclosure Statement or the LMIC Claim Objection.

INTERROGATORY NO. 18: Did Hopeman ever pay, or direct or request the payment of, funds from a Non-Liberty Trust in order to defend direct-action claims brought against Liberty Mutual as insurer of Hopeman? If so, identify: (1) each such occasion; and (2) for each such claim, the amount paid by Hopeman.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor incorporates its response and objection to Interrogatory Nos. 13 and 17 as if fully set forth herein. The Debtor further responds by stating that, upon information and belief, the Debtor has never directed or requested the payment of funds from a Non-Liberty Trust specifically to defend direct-action claims brought against Liberty Mutual as insurer of Hopeman.

INTERROGATORY NO. 19: State the basis for the decision to exclude Asbestos Insurers from the universe of parties that may hold an Asbestos Indirect Claim (each as defined in the Plan).

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor states that it is not aware of any basis for an Insurer to hold an Asbestos Indirect Claim.

Dated: June 11, 2025
Richmond, Virginia

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

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Counsel for the Debtor and Debtor in Possession

CERTIFICATE OF SERVICE

I hereby certify that, on June 11, 2025, a true and correct copy of the *Responses and Objections of the Debtor to LMIC's Second Set of Interrogatories* was sent via email to the following counsel for the Chubb Insurers:

Douglas M. Foley, Esq. (dmfoley@kaufcan.com)
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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

VERIFICATION

I, the undersigned, certify that the statements set forth in the Debtor's responses to the Interrogatories are true and correct except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies that he verifies and believes the same to be true.

Hopeman Brothers, Inc.

By: _____

STATE OF MASSACHUSETTS)
)
CITY/COUNTY OF Norfolk) To-wit:
)

Subscribed and sworn to before me in my jurisdiction aforesaid this 10 day of June 2025.

_____
Notary Public

My commission expires: March 6, 2026

DAVID ESCOBAR
Notary Public
Massachusetts
My Commission Expires
Mar 6, 2026

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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.	:	

RESPONSES AND OBJECTIONS OF THE DEBTOR TO LIBERTY MUTUAL INSURANCE COMPANY'S THIRD SET OF INTERROGATORIES AND SECOND REQUESTS FOR PRODUCTION OF DOCUMENTS

Pursuant to Rules 26, 33 and 34 of the Federal Rules of Civil Procedure ("Civil Rules"), made applicable by Rules 7026, 7033, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), and Rule 7026-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of Virginia ("Local Rules"), Hopeman Brothers, Inc. (the "Debtor"), by its undersigned counsel, hereby submits the following objections and responses (the "Objection and Responses") to *Liberty Mutual Insurance Company's Third Set of Interrogatories* (the "Interrogatories"; and each individual, an "Interrogatory") and *Liberty Mutual Insurance Company's Second Request for Production of Documents* (the "Requests"; and each individual, a "Request"; and together with the Interrogatories, the "Discovery Requests") served by Liberty Mutual Insurance Company ("LMIC") on the Debtor, on June 13, 2025.

I. GENERAL OBJECTIONS

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

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

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

3. The Debtor objects to the Discovery Requests because LMIC demands an expedited response on or before June 20, 2025, which is seven days after service of the Discovery Requests on the Debtor and, thus, less time than the thirty-days provided for a response under Civil Rules 33(b)(2) and 34(b)(2)(A).

4. The Debtor objects to the Discovery Requests because LMIC does not have standing to appear in this bankruptcy case or oppose confirmation of the 524(g) Plan or the adequacy of the Disclosure Statement.

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

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

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

8. The Debtor objects to the Discovery Requests to the extent that they purport to require the Debtor to collect, review, or produce documents that already are in 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.

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

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

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

12. 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.

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

II. SPECIFIC RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 20: Identify the group of Asbestos Claimants represented by each member of the TAC, including: (1) how many Asbestos Claimants each TAC member represents; and (2) for each TAC member, the states of residence of those Asbestos Claimants, described by percentage (*e.g.,*: "Idaho; 75%; Iowa: 15%; Utah: 10%"

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by referring LMIC to the list of TAC members identified in the Hopeman Asbestos Trust Agreement [Docket No. 853, Exhibit A] and the attached rider to Part 2 of Schedule E/F [Docket No. 59] that lists Asbestos Claimants by their counsel.

INTERROGATORY NO. 21: Describe the process that was undertaken for selection of the TAC members, including the reason(s) why each particular TAC member was selected.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor responds by stating that the Committee was responsible for selecting the TAC members and directs LMIC to the Committee for the process it undertook in the selection.

INTERROGATORY NO. 22: Describe how the TAC will "serve in a fiduciary capacity representing all holders of present Channeled Asbestos Claims," notwithstanding the differing circumstances that exist among holders of Channeled Asbestos Claims. *See* ECF No. 853 at 34.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers LMIC to Section 5.2 of the Hopeman Asbestos Trust Agreement [Docket No. 853, Exhibit A] that sets forth the "Duties" of the TAC. The Debtor

further responds that it will be the responsibility of the TAC to determine how it will carry out its fiduciary duties.

The Debtor otherwise objects to this Interrogatory because it concerns a question of law and calls for a legal conclusion concerning how the TAC will serve in a fiduciary capacity representing holders of present Channeled Asbestos Claims.

INTERROGATORY NO. 23: Identify any action(s) Hopeman believes that Reorganized Hopeman, the Asbestos Trust, and/or Wayne must undertake in any action against a Non-Settling Insurer that would be "necessary to comply with applicable Asbestos Insurance Cooperation Obligations," and state the basis for Hopeman's belief that such actions comply with its obligations. *See* ECF No. 853 at 122.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers LMIC to Section 5.2(a) of the Hopeman Asbestos Trust Distribution Procedures [Docket No. 853, Exhibit B] that sets forth the procedure for litigating unliquidated Insured Asbestos Claims, including, without limitation, "provid[ing] notice of such action, as appropriate, to all Non-Settling Asbestos Insurers." The Debtor further responds that it will be the responsibility of the Reorganized Debtor and Asbestos Trust to determine the actions each must take to comply with the applicable Asbestos Insurance Cooperation Obligations depending on the facts and circumstances at the time.

The Debtor otherwise objects to this Interrogatory because it concerns a question of law and calls for a legal conclusion concerning actions Reorganized Hopeman and the Absestos Trust must undertake to comply with applicable Asbestos Insurance Obligations.

INTERROGATORY NO. 24: Identify the factors the Asbestos Trust will consider when determining whether to "commence litigation (or arbitration, to the extent required by the

applicable Asbestos Insurance Policy or Asbestos CIP Agreement) against the relevant Non-Settling Insurer with respect to the Channeled Asbestos Claimant's claim" in connection with a request from a Channeled Asbestos Claimant for leave to pursue an Extracontractual Claim against a Non-Settling Asbestos Insurer. *See* ECF No. 853 at 126.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers LMIC to Section 5.2(x) of the Hopeman Asbestos Trust Distribution Procedures [Docket No. 853, Exhibit B] that sets forth that the "Asbestos Trust may deny a Channeled Asbestos Claimant's request for leave to pursue an Extracontractual Claim if [among other reasons] . . . (II) the Asbestos Trust intends, within ninety (90) calendar days after receiving the Channeled Asbestos Claimant's request, to commence litigation (or arbitration, to the extent required by the applicable Asbestos Insurance Policy or Asbestos CIP Agreement) against the relevant Non-Settling Asbestos Insurter with respect to the Channeled Asbestos Claimant's claim . . . ." The Debtor further responds that it will be the responsibility of the Asbestos Trust to determine the factors it must consider depending on the facts and circumstances at the time.

The Debtor otherwise objects to this Interrogatory because it concerns a question of law and calls for a legal conclusion concerning the factors the Asbestos Trust may consider when determining whether to "commence litigation (or arbitration, to the extent required by the applicable Asbestos Insurance Policy or Asbestos CIP Agreement) against the relevant Non-Settling Insurer with respect to the Channeled Asbestos Claimant's claim," as well as what may be required by the applicable Asbestos Insurance Policy or Asbestos CIP Agreement, in connection with a request from a Channeled Asbestos Claimant for leave to pursue an Extracontractual Claim against a Non-Settling Asbestos Insurer.

III. SPECIFIC RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: The TAC bylaws, and any other policy, protocol, or documents addressing performance of TAC's duties.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers LMIC to the Hopeman Asbestos Trust Agreement [Docket No. 853, Exhibit A] and the Hopeman Asbestos Trust Distribution Procedures [Docket No. 853, Exhibit B]. The Debtor further responds that it does not otherwise have any documents in its care, custody or control responsive to this Request.

REQUEST FOR PRODUCTION NO. 2: All documents and communications concerning formation of the TAC, including any and all documents concerning the decision to select each of the TAC members.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor does not have any documents or communications in its care, custody or control responsive to this Request.

REQUEST FOR PRODUCTION NO. 3: All documents and communications concerning the Plan Supplement, including, but not limited to, any drafts of the Plan Supplement and any communications concerning negotiation of the Plan Supplement.

RESPONSE: The Debtor objects to this Request based on the common interest privilege because any responsive documents and communications would have been between the Debtor and Committee after they jointly filed and commenced prosecution of the 524(g) Plan.

REQUEST FOR PRODUCTION NO. 4: All documents and communications concerning whether groups of Asbestos Claimants – including, but not limited to, claimants who reside in, or were allegedly injured in, Louisiana – are distinct from other groups of Asbestos Claimants.

RESPONSE: Subject to and without waiving the General Objections, which are incorporated herein by reference, the Debtor refers LMIC to the list of direct-action lawsuits annexed as Exhibit 1 to each of the interim stay orders entered by the Bankruptcy Court. *See* Docket Nos. 35, 245 and 622. The Debtor otherwise does not have any documents or communications in its care, custody or control responsive to this Request.

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Dated: June 20, 2025
Richmond, Virginia

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

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Counsel for the Debtor and Debtor in Possession

CERTIFICATE OF SERVICE

I hereby certify that, on June 20, 2025, a true and correct copy of the *Responses and Objections of the Debtor to LMIC's Third Set of Interrogatories and Second Requests for Production of Documents* 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

VERIFICATION

I, the undersigned, certify that the statements set forth in the Debtor's responses to the Interrogatories are true and correct except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies that he verifies and believes the same to be true.

Hopeman Brothers, Inc.

By: _____

STATE OF MASSACHUSETTS)
)
CITY/COUNTY OF Middlesex) To-wit:
)

Subscribed and sworn to before me in my jurisdiction aforesaid this 20th day of JUNE 2025.

_____
Notary Public

My commission expires: 7/3/2031

BRUCE COGGESHALL
Notary Public
Massachusetts
My Commission Expires
Jul 3, 2031