



to the Proposed Interim Order (collectively, the “Direct Action Lawsuits”) as to any of the Protected Parties, and from commencing new actions or proceedings against the Protected Parties.

2. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit A** (the “Proposed Interim Order”).

### **JURISDICTION AND VENUE**

3. The United States Bankruptcy Court for the Eastern District of Virginia (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984. This is a core proceeding pursuant to 28 U.S.C. § 157, and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a) and 362(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”).

### **BACKGROUND**

5. On June 30, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court commencing this chapter 11 case.

6. The Debtor continues to manage its business as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in this chapter 11 case.

7. Additional information regarding the Debtor’s business and the circumstances leading to the commencement of this chapter 11 case is set forth in detail in the *Declaration of Christopher Lascell in Support of Chapter 11 Petition and First Day Pleadings of Hopeman*

*Brothers, Inc.* (the “First Day Declaration”),<sup>1</sup> filed contemporaneously herewith and incorporated herein by reference.

**THE PROTECTED PARTIES AND ABSESTOS RELATED ACTIONS**

8. By this Motion, the Debtor seeks to stay asbestos-related actions against the Protected Parties because such actions would further deplete the Debtor’s largest asset – its insurance policies – and prejudice the Debtor’s estate.

9. Specifically, the Protected Parties include (a) the Insurers who provide shared-insurance coverage to the Debtor and Wayne and are named in “direct-action” asbestos-related lawsuits on behalf of Wayne, and (b) the Former D&Os of the Debtor and Wayne who also are named in asbestos-related lawsuits with the Debtor and are covered under the Debtor’s insurance policies.

10. As set forth in the First Day Declaration, Wayne, formerly known as Wayne Lumber and Manufacturing Corporation, became a wholly-owned subsidiary of the Debtor and was dissolved in 1985. Wayne primarily was in the sheet metal business, manufacturing furniture, doors, window casings, trim and stairs, but Wayne had a role in the Debtor’s marine joiner work.

11. More specifically, the Debtor was a joiner subcontractor that would acquire materials from manufacturers, make modifications to those products to meet shipbuilder specifications, and deliver the resulting “joiner packages” to various shipyards for installation by either the Debtor or shipyard employees.

12. As further explained in the First Day Declaration, in 1939, following the burning of the S.S. Morro Castle off of the coast of New Jersey in 1934 that led to changes in regulations

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<sup>1</sup> Capitalized terms used by not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

requiring the use of fireproof materials in ships, the United States Coast Guard approved of asbestos-containing wall and ceiling panels that later became required non-combustible materials in ship construction.

13. To comply with these regulations for its subcontracting work, the Debtor purchased “Marinite” fireproof core panels (which contained asbestos) primary from Johns-Mansville Corporation (“Johns-Mansville”). The facing materials for the panels included a Johns-Mansville product called “Marine Veneer” (which also contained asbestos), and “Micarta,” a Westinghouse Electric Corporation laminate (which sometimes had an asbestos backing), that the Debtor purchased from U.S. Plywood Corporation. Wayne performed the job of gluing the Micarta laminate to the Marinite core panels the Debtor supplied to Wayne. After Wayne was dissolved in 1985, the Debtor did not continue the general business operations of Wayne.

14. Despite Wayne’s dissolution in 1985, Insurers on behalf of Wayne and Former D&Os continue to be named in asbestos-related actions with the Debtor. Namely, as set forth in the First Day Declaration, the asbestos-related claims were asserted against the Debtor prepetition 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. The second prepetition method for claim assertion was through a claimant naming the Debtor as a defendant in federal or state court litigation, typically along with multiple other defendants, sometimes including the Former D&Os, and 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. At least one state, Louisiana, allows “direct action” lawsuits against insurers that provide coverage for asbestos-related claims “on behalf of a defendant.” Direct-action lawsuits

often are used in situations in which the policyholder has few assets or has been dissolved as in the case of Wayne.

15. As is relevant to this Motion, as of the Petition Date, the Direct Action Lawsuits are pending in Louisiana and these actions include asbestos-related claims asserted either by the plaintiff or a co-defendant against, the Debtor and an Insurer that provided primary insurance coverage to the Debtor and Wayne, Liberty Mutual Insurance Company (“LMIC”), as insurer for Wayne. At least one of the Direct Action Lawsuits also directly names Former D&Os as defendants.

16. While all of the coverage available through LMIC is exhausted, as explained in the First Day Declaration, secondary coverage is also available to cover asbestos-related claims against Wayne and Former D&Os, including defense costs, and such secondary coverage overlaps with the Debtor’s existing insurance coverage. Under the secondary coverage, Wayne, the Former D&Os and the Debtor are each covered for asbestos-related claims under various shared insurance policies. As such, if the Direct Action Lawsuits and any other asbestos-related actions are allowed to proceed against the Protected Parties to access insurance shared with the Debtor while this chapter 11 case is pending, they would reduce the Debtor’s available insurance coverage, an important asset of the Debtor, and negatively impact creditors of the estate.

17. Furthermore, now that asbestos plaintiffs’ lawyers are unable to assert claims against the Debtor by virtue of the automatic stay, there is a legitimate risk they will turn even more attention to the Protected Parties in part to gain access to any available insurance. The relief requested herein, therefore, is critical for the Debtor’s ability to achieve a primary goal of this chapter 11 case – ensuring a fair and equitable distribution of the Debtor’s remaining assets among claimants with allowed asbestos-related claims against the Debtor.

18. As explained in the First Day Declaration, the Debtor commenced this chapter 11 case to establish an efficient and fair process to utilize the Debtor's remaining cash and its insurance policies to address thousands of asbestos-related claims asserted against the Debtor. To resolve such claims, the Debtor has sought approval from this Court to settle some of its of insurance coverage and will seek through its proposed plan of liquidation to contribute the remaining insurance coverage and its remaining cash to a liquidation trust. The liquidation trust then will assume liability for all asbestos-related claims and will use its assets, including its available insurance coverage, to resolve and make distributions on account of the asbestos-related claims.

19. Accordingly, without the requested extension of the stay, claimants would be permitted to litigate, in other forums, the exact same asbestos claims and attempt to recover from the insurance proceeds that the Debtor proposes to channel to the liquidation trust through the chapter 11 plan.

#### **BASIS FOR RELIEF**

20. The automatic stay imposed by section 362(a) of the Bankruptcy Code allows "the bankruptcy court to centralize all disputes concerning property of the debtor's estate in bankruptcy court so that [the bankruptcy case] can proceed efficiently, unimpeded by uncoordinated proceedings in other arenas." *Shugrue v. Air Line Pilots Ass'n, Int'l (In re Ionesphere Clubs, Inc.)*, 922 F.2d 984, 989 (2d Cir. 1990); see *Aldrich Pump LLC v. Those Parties Listed on Appendix A to Complaint (In re Aldrich Pump LLC)*, 2021 WL 3729335, at \*30 (Bankr. W.D.N.C. Aug. 23, 2021) (ruling that claims against third parties which "necessarily result in the liquidation and recovery of claims against the Debtors outside of the bankruptcy case" are barred by the automatic stay).

21. Specifically, section 362(a) of the Bankruptcy Code provides as follows:

(a) Except as provided in subsection (b) of this section, a petition filed under section 301, 302, or 303 of this title . . . operates as a stay, applicable to all entities, of:

(1) **the commencement or continuation**, including the issuance or employment of process, **of a** judicial, administrative, or other action or **proceeding against the debtor** that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor **that arose before the commencement of the case** under this title ;

...

(3) **any act . . . to exercise control over property of the estate.**

11 U.S.C. § 362(a) (emphasis added). While section 362(a) expressly prohibits further proceedings against the “debtor,” it also operates to prohibit any actions against third parties which threaten the Debtor’s chapter 11 case or property of the estate.

22. The legislative history concerning the purpose of the automatic stay makes this point clear:

The automatic stay also provides the creditor protection. Without it, certain creditors would be able to pursue their own remedies against the Debtor’s property. Those who acted first would obtain payment of the claims in preference to and to the detriment of other creditors. Bankruptcy is designed to provide an orderly liquidation procedure under which all creditors are treated equally. A race of diligence by a creditor for the debtor’s assets prevents that.

House Report No. 95-595, 95<sup>th</sup> Congress, First Session 340-2 (1977); Senate Report No. 9509, 95<sup>th</sup> Congress, Second Session 49-51 (1978).

23. The Fourth Circuit and numerous other courts have recognized this principle, including in asbestos-related bankruptcies, and have held that sections 362(a)(1) and 362(a)(3) may stay claims against third party non-debtors in circumstances in which proceeding against the

non-debtor will threaten or adversely affect the debtor's estate. See *A.H. Robins Co. v. Piccinin*, 788 F.2d 994, 999-1001 (4th Cir. 1986) (stating that lawsuits should be stayed if the co-defendants' interests are so intertwined that a judgment against those parties would affect reorganization of the estate); *McCartney v. Integra Nat'l Bank North*, 106 F.3d 506, 509-11 (3d Cir. 1997) (citing *Robins* and finding that as the debtor was the real party in interest and, if the stay was not extended, the debtor necessarily would be forced to participate in the action, the automatic stay was properly extended to a third party); *In re Kaiser Gypsum Co., Inc.*, Adv. Pro. No. 16-03313 (Bankr. W.D. N.C. Oct. 7, 2016) (staying asbestos-related actions against a third-party insurer and non-debtor affiliates); *In re Garlock Sealing Techs., LLC*, Adv. No. 10-03145 (Bankr. W.D.N.C. June 7, 2010) (staying asbestos-related actions against non-debtor affiliates); *E. Airlines, Inc. v. Rolleston (In re Ionesphere Clubs, Inc.)*, 124 B.R. 635, 642 (Bankr. S.D.N.Y. 1990) (affirming stay of lawsuits against the debtor's non-debtor co-defendants); *Glinka v. Dartmouth Banking Co. (In re Kelton Motors, Inc.)*, 121 B.R. 166, 193 (Bankr. D. Vt. 1990) ("Recent cases . . . show that Courts have been willing to extend Section 362 to include certain types of actions by or against non-debtors when such actions have a significant impact on the bankruptcy, its ability to reorganize, or involves property of the estate.").

**A. Section 362(a)(1) Stay Applies to Asbestos Actions Against the Protected Parties**

24. The Fourth Circuit has held that the Section 362(a)(1) stay applies to actions against non-debtors when there is an "identity of interest" between the debtor and non-debtor third parties:

This 'unusual situation,' it would seem, arises when there is such identity between the debtor and the third-party defendant that the debtor may be said to be the real party defendant and that a judgment or finding against the third-party defendant will in effect be a judgment against the debtor.

*Piccin*, 788 F.2d at 999; *see also McCartney v. Integra Nat'l Bank North*, 106 F.3d 506, 510 (3d. Cir. 1997) (applying identity of interest test); *In re Eagle-Picher Indus., Inc.*, 963 F.2d 855, 860-61 (6th Cir. 1992) (applying the identity of interest test to affirm a bankruptcy court's decision to enjoin continuation of an action against a debtor's officers when a right to indemnity and impact of debtor's insurance arrangements were implicated).

25. The circumstances the Fourth Circuit describes in *Piccinin* are present here. Asbestos actions against the Protected Parties will deplete the Debtor's insurance coverage. Namely, the asbestos related actions would seek to recover from the insurance policies that provide shared coverage to the Debtor, Wayne and the Former D&Os. As such, the asbestos-related actions are tantamount to claims against the Debtor itself – they will reduce the Debtor's estate to the detriment of all creditors. While claimants are unable to pursue the Direct Action Lawsuits and any new asbestos-related actions against the Debtor because of the automatic stay, absent the relief requested herein, they can continue to pursue the Direct Action Lawsuits and asbestos-related actions against the Protected Parties, reducing shared insurance and undercutting a principal asset of the estate.

26. Furthermore, the asbestos-related actions against the Protected Parties that the Debtor seeks to stay by this Motion are the exact same claims as, and are identical and co-extensive in every respect to, those claims that have been asserted or may be asserted against the Debtor. The claims involve the same plaintiffs, the same products, the same time periods, and the same liability and damage allegations. Accordingly, such claims brought against the Protected Parties are tantamount to claims against the Debtor.

27. For these reasons, section 362(a)(1) should stay all asbestos-related actions against the Protected Parties relating to the Debtor, Wayne and Former D&Os during the pendency of this

case. To the extent required, section 105(a) also authorizes entry of the Proposed Interim Order sought by this Motion to carry out the purposes of section 362(a)(1).

**B. Asbestos Actions Against the Protected Parties Are Stayed Pursuant to Section 362(a)(3) Because By Reducing the Debtor’s Insurance Policies They will Diminish Property of the Estate**

28. Section 362(a)(3) operates as a stay over “any act to obtain possession of the estate or property from the state or to exercise control over property of the estate.” Section 541(a)(1) provides that the “estate is comprised of all of the following property, wherever located . . . all legal or equitable interests of the debtor in property as of the commencement of the case.” The Supreme Court has emphasized the breadth of this section, noting that the legislative history demonstrates an intent to include “all kinds of property including tangible or intangible property, causes of action . . . and all other forms of property.” *U.S. v. Whiting Pools, Inc.*, 462 U.S. 198, 205 n. 9 (1983).

29. Insurance contracts are embraced by the definition of “property” in the Bankruptcy Code. *In re Davis*, 730 F.2d 176, 184 (5th Cir. 1984). As held by the Fourth Circuit:

[Insurance coverage] is a valuable property of a debtor, particularly if the debtor is confronted with substantial liability claims within the coverage of the policy in which case the policy may well be, as one court has remarked in a case like the one under review ‘the most important asset of [i.e., the debtor’s] estate.’ Any action in which the judgment may diminish this ‘important asset’ is unquestionably subject to a stay under this subsection [362(a)(3)].

788 F.2d at 1001 (citations omitted). In other words, case law is plain that section 362(a)(3) bars plaintiffs from bringing suits that would deplete the Debtor’s insurance on account of asbestos-related claims because the insurance coverage is property of the estate. *See Aldrich Pump*, 2021 WL 3729335, at \*33 (“[S]ection 362(a)(3) bars plaintiffs from bringing actions against the Debtor’s Insurers on account of Aldrich/Murray Asbestos Claims because the insurance coverage

is also property of the estate.”); *In re Johns-Manville Corp.*, 40 B.R. 219, 231 (S.D.N.Y. 1984) (“determin[ing] that Manville’s insurance is property of the estate under the Code and that actions by third parties against the bankrupt’s insurers are automatically stayed upon the filing of the petition”).

30. Wayne, the Former D&Os and the Debtor are each covered for asbestos-related claims under various shared insurance policies. The right to coverage under these insurance policies is property of the Debtor’s estate, and prosecution of a claim against a Protected Party would diminish proceeds available to the Debtor, thereby reducing assets available to the bankruptcy estate. *See, e.g., In re Quigley Co., Inc.*, 676 F.3d 45, 53-54 (2d Cir. 2012 (“[W]here litigation of the [lawsuits against non-debtor] would almost certainly result in the drawing down of insurance policies that are property of the bankruptcy estate of [debtor], the exercise of bankruptcy jurisdiction to enjoin these suits was appropriate.”); *Raudonis, as trustee for the Raudonis 2016 Revocable Trust v. RealtyShares, Inc.*, 507 F.Supp. 378, 384 (D. Mass. 2020) (“Because courts generally recognize an insurance policy as ‘property’ under 11 U.S.C. § 541(a)(1) – and thus find such policies subject to an automatic stay pursuant to 11 U.S.C. § 362(a)(3) – the defendant’s shared insurance contract arguably sweeps [co-insureds] into the reach of the automatic stay.”); *In re Metro Mortg. & Secs. Co.*, 325 B.R. 851 (Bankr. E.D. Wash. 2005) (holding that shared insurance policies and their proceeds were property of the debtor’s estates and were protected by the automatic stay).

31. The automatic stay either already covers or should be extended to cover asbestos actions against the Protected Parties related to the Debtor, Wayne and/or the Former D&Os precisely because such actions will diminish the available insurance in this case. If such asbestos-

related actions against the Protected Parties are not stayed, the available insurance will be depleted just as if those claims were proceeding against the Debtor.

32. Because asbestos-related actions against the Protected Parties will diminish assets of the Debtor's estate, they constitute an infringement of this Court's exclusive control over property of the estate. Accordingly, this Court should declare those actions stayed pursuant to section 362(a)(3) during the pendency of this chapter 11 case. To the extent required, section 105(a) also authorizes entry of the Proposed Interim Order sought by this Motion to carry out the purposes of section 362(a)(3).

### **INTERIM ORDER**

33. The Debtor initially seeks the relief requested in this Motion substantially in the form of the Proposed Interim Order. Within three business days after entry of the Proposed Interim Order, the Debtor will serve a copy of the Proposed Interim Order and this Motion on (a) the Office of the United States Trustee for the Eastern District of Virginia; (b) the 20 law firms with the largest number of asbestos personal injury claims currently pending against the Debtor; (c) the 20 law firms that represent clients with, collectively, the largest unpaid settlement amounts; (d) counsel to the Chubb Settling Insurers; and (e) counsel to the claimants in the Direct Action Lawsuits.

34. The Debtor requests that the deadline to file an objection ("Objection") to the approval of this Motion on a final basis shall be 4:00 p.m. (prevailing Eastern Time) on a date established by the Court that is at least seven calendar days prior to the hearing scheduled by the Court with respect to the relief sought herein on a final basis (the "Objection Deadline"). An Objection shall be considered timely only if, on or prior to the Objection Deadline, it is (a) filed with the Court and (b) served upon and actually received by (i) the U.S. Trustee, the Office of the United States Trustee for the Eastern District of Virginia, 701 East Broad Street, Suite 4304,

Richmond, VA 23219, Attn: Kathryn R. Montgomery, email: [kathryn.montgomery@usdoj.gov](mailto:kathryn.montgomery@usdoj.gov);

(ii) proposed counsel to the Debtor, Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219, Attn: Tyler P. Brown and Henry P. (Toby) Long, III, email: [tpbrown@huntonAK.com](mailto:tpbrown@huntonAK.com) and [hlong@huntonAK.com](mailto:hlong@huntonAK.com); (iii) proposed counsel to the Debtor, Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, Texas, Attn: Joseph P. Rovira and Catherine A. Rankin, email: [josephrovira@huntonAK.com](mailto:josephrovira@huntonAK.com) and [crankin@huntonAK.com](mailto:crankin@huntonAK.com); and (iv) the attorneys for any official committee of unsecured creditors, if then appointed in this case, on or before the Objection Deadline.

35. The Debtor requests authority, unless otherwise ordered by the Court, to file and serve a reply to any Objection with the Court on or before 12:00 p.m. (prevailing Eastern Time) on the day that is at least one business day before the scheduled hearing date.

36. The Debtor also requests authority, if no Objections are timely filed and served as set forth herein, on or after the Objection Deadline, to submit to the Court a final order substantially in the form of the Proposed Interim Order granting the relief requested herein on a final basis, which order shall be submitted and may be entered with no hearing and no further notice or opportunity to be heard afforded to any party. If an Objection is timely filed, a hearing will be held at a date and time to be established by the Court.

37. The foregoing notice procedures satisfy Bankruptcy Rule 9014 by providing the counterparties with notice and an opportunity to object and be heard at a hearing. *See, e.g., In re Drexel Burnham Lambert*, 160 B.R. 729, 734 (S.D.N.Y. 1993) (an opportunity to present objections satisfies due process); *In re Colorado Mountain Cellars, Inc.*, 226 B.R. 244, 246 (D. Colo. 1998) (a hearing is not required to satisfy Bankruptcy Rule 9014). Furthermore, the

proposed notice procedures protect the due process rights of the parties in interest without unnecessarily exposing the Debtor's estate to unwarranted administrative expenses.

**RESERVATION OF RIGHTS**

38. Nothing contained herein is intended or shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtor or the Protected Parties under the Bankruptcy Code or other applicable nonbankruptcy law; (b) an impairment or waiver of the Debtor's or any other party in interest's right to dispute any claim against, or interest in, the Debtor, its property, or its estate on any grounds; (c) a promise or requirement to pay any claim; (d) an assumption, adoption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code; (e) an implication or admission that any particular claim is of a type specified or defined in the Motion, or any order granting the relief requested by the Motion; (f) an implication, admission, or finding as to the validity, enforceability, or perfection of any interest or encumbrance on the property of the Debtor or its estate; (g) an impairment or waiver of any claims or causes of action which may exist against any entity; or (h) a waiver of the Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law.

**WAIVER OF SEPARATE MEMORANDUM OF POINTS AND AUTHORITIES**

39. The Debtor respectfully requests that the Court regard any argument and citations set forth herein as a written memorandum of facts, reasons, and authorities that has been combined with the relief requested herein, as permitted by Local Bankruptcy Rule 9013-1(F)(1). Alternatively, the Debtor respectfully requests that the Court waive any requirement set forth in Local Bankruptcy Rule 9013-1(F)(1) that this Motion be accompanied by such a written memorandum.

**NOTICE**

40. Notice of this Motion will be given to: (a) the Office of the United States Trustee for the Eastern District of Virginia; (b) the 20 law firms with the largest number of asbestos personal injury claims currently pending against the Debtor; (c) the 20 law firms that represent clients with the largest unpaid settlement amounts on account of asbestos personal injury claims; (d) counsel to the Chubb Settling Insurers; (e) counsel to the claimants in the Direct Action Lawsuits; and (f) all parties that have requested or that are required to receive notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, under the circumstances, no other or further notice is required.

41. No previous request for the relief sought herein has been made by the Debtor to this or any other court.

*[Remainder of page intentionally left blank]*

**WHEREFORE**, the Debtor respectfully requests that the Court enter the Proposed Order, granting the relief requested in this Motion and such other and further relief as may be just and proper.

Dated: June 30, 2024  
Richmond, Virginia

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

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

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*Proposed Counsel for the Debtor and Debtor in Possession*

**Exhibit A**

**Proposed Interim Order**

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*Proposed Counsel for Debtor and Debtor in Possession*

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

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**In re:** : **Chapter 11**  
:   
**HOPEMAN BROTHERS, INC.,** : **Case No. 24-32428 (\_\_\_)**  
:   
**Debtor.** :   
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**INTERIM ORDER EXTENDING THE AUTOMATIC STAY TO  
ASBESTOS-RELATED ACTIONS AGAINST NON-DEBTOR DEFENDANTS**

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Upon the motion (the “Motion”)<sup>1</sup> of the above-captioned debtor in the above-captioned chapter 11 case (the “Debtor”) for entry of an interim order (this “Interim Order”) staying parties from prosecuting pending asbestos-related actions against insurers (collectively, the “Insurers”) on behalf of the Debtor’s now-dissolved former subsidiary, Wayne Manufacturing Corporation (“Wayne”), and former officers and directors of the Debtor and Wayne (collectively, “Former D&Os”; together with the Insurers, the “Protected Parties”), including, without limitation, the thirty-five (35) lawsuits listed on **Exhibit 1** to this Interim Order (collectively, the “Direction Action Lawsuits”) as to any of the Protected Parties, and from commencing new actions or

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

proceedings against the Protected Parties; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334 and the *Standing Order of Reference from the United States District Court for the Eastern District of Virginia*, dated August 15, 1984; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtor, its estate and parties in interest; and the Court having found that commencement or continuation of actions against the Protected Parties based on asbestos-related claims against the Debtor, Wayne and Former D&Os are actions that are “against the debtor” or that seek to “recover a claim against the debtor” within the meaning of section 362(a)(1) of the Bankruptcy Code; and the Court having found that commencement or continuation of actions against the Protected Parties could reduce the Debtor’s insurance policies and diminish property of the estate under section 362(a)(3); and the Court having determined there is good and sufficient cause for the relief granted in this order, under those sections and under section 105(a), it is hereby

**ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion is granted on an interim basis.
2. The commencement or continued prosecution of an action against a Protected Party related to any asbestos-related claim against the Debtor, Wayne and/or a Former D&O while this chapter 11 case remains pending, including the Direct Action Lawsuits, would violate the

automatic stay imposed by sections 362(a)(1) and 362(a)(3) of the Bankruptcy Code and therefore are prohibited.

3. In addition, all parties are prohibited, pursuant to section 362 of the Bankruptcy Code, from commencing or continuing to prosecute any asbestos-related claim related to the Debtor, Wayne and/or a Former D&O against any of the Protected Parties while this chapter 11 case remains pending. This prohibition includes, without limitation: (a) the pursuit of discovery from the Protected Parties or their officers, directors, employees or agents, (b) the enforcement of any discovery order against the Protected Parties; (c) further motions practice related to the foregoing; and (d) any collection activity on account of an asbestos-related claim involving the Debtor, Wayne and/or a Former D&O.

4. Within three business days after entry of this Interim Order, the Debtor shall serve a copy of this Interim Order and the Motion on (a) the Office of the United States Trustee for the Eastern District of Virginia; (b) the 20 law firms with the largest number of asbestos personal injury claims currently pending against the Debtor; (c) the 20 law firms that represent clients with, collectively, the largest unpaid settlement amounts; (d) counsel to the Chubb Settling Insurers; and (e) counsel to the claimants in the Direct Action Lawsuits.

5. Any objection to the relief requested in the Motion on a permanent basis must, by 4:00 p.m. (prevailing Eastern Time) on [\_\_\_\_\_] (the “Objection Deadline”), be: (a) filed with the Court and (b) actually received by (i) the U.S. Trustee, the Office of the United States Trustee for the Eastern District of Virginia, 701 East Broad Street, Suite 4304, Richmond, VA 23219, Attn: Kathryn R. Montgomery, email: [kathryn.montgomery@usdoj.gov](mailto:kathryn.montgomery@usdoj.gov), (ii) proposed counsel to the Debtor, Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219, Attn: Tyler P. Brown and Henry P. (Toby) Long, III, email:

tpbrown@huntonAK.com and hlong@huntonAK.com; (iii) proposed counsel to the Debtor, Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, Texas, Attn: Joseph P. Rovira and Catherine A. Rankin, email: josephrovira@huntonAK.com and crankin@huntonAK.com; and (iv) the attorneys for any official committee of unsecured creditors, if then appointed in this case, on or before the Objection Deadline.

6. A reply to an Objection may be filed with the Court and served on or before 12:00 p.m. (prevailing Eastern Time) on the day that is at least one business day before the hearing date set forth below.

7. If a timely objection is received there shall be a hearing held on \_\_\_\_\_, 2024, at \_\_\_\_\_ (prevailing Eastern Time) to consider such timely objection to the Motion.

8. If no Objections are timely filed and served as set forth herein, the Debtor shall, on or after the Objection Deadline, submit to the Court a final order substantially in the form of this Interim Order, which order shall be submitted and may be entered with no further notice or opportunity to be heard afforded any party, and the Motion shall be approved, on a final basis, retroactive to the date of the commencement of this chapter 11 case.

9. Notwithstanding entry of this Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

10. The requirement under Local Rule 9013-1(F) to file a memorandum of law in connection with the Motion is waived.

11. The Debtor is authorized to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Motion.

12. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: \_\_\_\_\_, 2024  
Richmond, Virginia

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UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/ Henry P. (Toby) Long, III  
Tyler P. Brown (VSB No. 28072)  
Henry P. (Toby) Long, III (VSB No. 75134)  
**HUNTON ANDREWS KURTH LLP**  
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- and -

Joseph P. Rovira (*pro hac vice* pending)  
Catherine A. Rankin (*pro hac vice* pending)  
**HUNTON ANDREWS KURTH LLP**  
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crankin@HuntonAK.com

*Proposed Counsel for the Debtor and Debtor in Possession*

**CERTIFICATION OF ENDORSEMENT  
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)**

I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

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

	Case Name	Case Number	Court	Claimant	Claimant's Counsel	Counsel to Avondale (Huntington)
1	Allo, III v. Huntington Ingalls, Inc., et. al.	2:23-cv-06006	USDC Eastern District of Louisiana	Charles Allo, III	David Melancon Irwin Fritchie Urquhart & Moore, LLC 400 Poydras St., Suite 2700 New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
2	Becker v. Huntington Ingalls Incorporated, et. al.	2:23-cv-06900	USDC Eastern District of Louisiana	Patricia Becker	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
3	Becnel v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-01124	USDC Eastern District of Louisiana	Darwin Kraemer, Rosanne Pierron, Cheryl Becnel and Wendy Vonlienen	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

4	Bourgeois v. Pennsylvania General Insurance Co., et. al.	2:24-cv-00337	USDC Eastern District of Louisiana	David and Emelda Bourgeois	Erin Bruce Saucier Didriksen, Saucier and Woods, PLC 3114 Canal Street New Orleans, LA 70119	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
5	Boutte, Sr. v. Huntington Ingalls Incorporated, et. al.	2:22-cv-03321	USDC Eastern District of Louisiana	Shelton A. Boutte, Sr. and Arlene Boutte	Madeline M. Dixon The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
6	Bracy v. ABB, Inc., et. al.	2:23-cv-06937	USDC Eastern District of Louisiana	Horace L. Bracy	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
7	Brignac v. Anco Insulations, Inc., et. al.	2:23-cv-03124	USDC Eastern District of Louisiana	Percy Brignac	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
8	Chalker v. Taylor-Seidenbach, Inc., et. al.	2023-13770	Civil District Court for the Parish of Orleans, State of Louisiana	Pamela Chalker	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	N/A

9	Constanza et al v. Huntington Ingalls Inc.	2:24-cv-00871	USDC Eastern District of Louisiana	Erica Dandry Constanza	Roussel & Clement 1714 Cannes Drive La Place, LA 70068	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
10	Daigle, III v. Anco Insolutions, Inc., et. al.	2:23-cv-01414	USDC Eastern District of Louisiana	Dennis Daigle, III, Kim Lombas, Michelle Trouilliet, Eric Daigle, and Patrick Daigle	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
11	Ditcharo v. Union Pacific Railroad Company, et. al.	2022-10935	Civil District Court for the Parish of Orleans, State of Louisiana	Anthony J. Ditcharo	Jeremiah Boling Caroline Boling Benjamin Rumph LaCrisha McAllister Boling Law Firm, LLC 541 Julia Street, Suite 300 New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
12	Duran, Jr. v. Taylor-Seidenbach, Inc., et. al.	2023-13741	Civil District Court for the Parish of Orleans, State of Louisiana	Gilbert Duran, Jr.	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

13	Evans v. Taylor-Seidenbach, Inc., et. al.	2:23-cv-04241	USDC Eastern District of Louisiana	Marvin Evans	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
14	Gistarve, Sr. v. Huntington Ingalls Industries, et. al.	2016-05797	Civil District Court for the Parish of Orleans, State of Louisiana	Joseph Gistarve, Sr.	Ron A. Austin Austin & Associates, L.L.C. 400 Manhattan Boulevard Harvey, LA 70058	N/A
15	Gomez v. Lamons Gasket Company, et. al.	2:23-cv-02850	USDC Eastern District of Louisiana	David Gomez	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
16	Hoffman, Jr. v. Huntington Ingalls Inc., et. al.	2022-07111	Civil District Court for the Parish of Orleans, State of Louisiana	Donald M. Hoffman, Jr., Charles S. Somes, and Kathleen Whited	Stephen J. Austin Stephen J. Austin, LLC 1 Galleria Boulevard, Suite 1900 Metairie, LA 70001	N/A
17	Lagrange v. Eagle, Inc., et. al.	2:23-cv-00628	USDC Eastern District of Louisiana	Irma Lee Lagrange	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

18	Leboeuf, Jr. et al v. Huntington Ingalls Inc.	2024-04032	Civil District Court for the Parish of Orleans, State of Louisiana	Nolan J. Leboeuf, Jr.	Landry & Swarr 1100 Poydras St. Energy Centre – Suite 2000 New Orleans, LA 70163  -and-  The Cheek Law Firm 650 Poydras Street, Ste 2310 New Orleans, LA 70130	N/A
19	Lewis v. Tayler-Seidenbach, Inc., et. al.	2:23-cv-06764	USDC Eastern District of Louisiana	Brouney Lewis and Monica Kelly-Lewis	Kevin B. Milano Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
20	Marcella, et. al. v. Huntington Ingalls, Incorporated et. al.	2:24-cv-00780	USDC Eastern District of Louisiana	Norma Marcella, Scott Marcella, Troy Marcella, and Toni Herbert, Individually and as Statutory Heirs of Decendent Ronald Marcella	David R. Cannella Christopher C. Colley Kristopher L. Thompson Emily C. LaCerte Baron & Budd, P.C. 2600 CitiPlace Drive, Suite 400 Baton Rouge, LA 70808	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
21	McElwee v. Anco Insulations, Inc. et. al.	2:23-cv-03137	USDC Eastern District of Louisiana	Robert J. McElwee	Frank J. Swarr Mickey P. Landry Matthew Clark Landry & Swarr, LLC 1100 Poydras Street, Suite 2000 New Orleans, LA 70163  -and-  Jeffery A. O'Connell The Nemeroff Law Firm Douglas Plaza 8226 Douglas Avenue, Suite 740 Dallas, Texas 75225	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130

22	McIntyre v. Huntington Ingalls Incorporated, et. al.	2:23-cv-05048	USDC Eastern District of Louisiana	William McIntyre	Ivan D. Cason The Gori Law Firm 909 Poydras Street, Suite 2195 New Orleans, LA 70112	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
23	Plaisance, Sr. v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-05426	USDC Eastern District of Louisiana	Corbet J. Plaisance, Sr.	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
24	Prude v. Fidelity and Casualty Insurance Company of New York, et. al.	2:23-cv-07197	USDC Eastern District of Louisiana	William "Buddy" Prude	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809  -and-  Scott M. Galante Stephanie M. Hartman The Galante Litigation Group, LLC 816 Cadiz Street New Orleans, LA 70115	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002
25	Ragusa, Jr., v. Louisiana Insurance Guaranty Association, et. al.	2:21-cv-01971	USDC Eastern District of Louisiana	Frank P. Ragusa, Jr.	Gerolyn P. Roussel Perry J. Roussel, Jr. Jonathan B. Clement Lauren R. Clement Benjamin P. Dinehart Roussel & Clement 1550 West Causeway Approach Mandeville, LA 70471	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002

26	Rivet v. Huntington Ingalls Incorporated, et. al.	2:22-cv-02584	USDC Eastern District of Louisiana	Tommy Rivet	Gerolyn P. Roussel Roussel & Clement 1550 West Causeway Approach Mandeville, LA 70471	Gus A. Fritchie Timothy Farrow Daniels David M. Melancon Alison A. Spindler Kevin Powell Diana J. Masters Connor W. Peth Kelli Murphy Miller Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
27	Robinson v. Anco Insulations, Inc., et. al.	2020-04867	Civil District Court for the Parish of Orleans, State of Louisiana	Melvin L. Robinson	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	N/A
28	Rogers v. Taylor-Seidenbach, Inc., et. al.	2:24-cv-01268	USDC Eastern District of Louisiana	John Rogers	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	Brian C. Bossier Edwin A. Ellinghausen, III Christopher T. Grace, III Erin H. Boyd Laura M. Gillen Kimmier L. Paul Blue Williams, L.L.C. 3421 N. Causeway Blvd., Suite 900 Metairie, LA 70002

29	Rudolph, et. al. v. Huntington Ingalls, Inc., et. al.	2019-04164	Civil District Court for the Parish of Orleans, State of Louisiana	Renee LaNasa Rudolph, Michael Anthony LaNasa, and Giles Paul LaNasa; on behalf of Wallace LaNasa, Jr.	<p>Lewis O. Unglesby, Esq.  Lance C. Unglesby, Esq.  Jordan L. Bollinger, Esq.  UNGLESBY LAW FIRM  246 Napoleon St.  Baton Rouge, LA 70802</p> <p>Timothy J. Falcon, Esq.  FALCON LAW FIRM  5044 Lapalco Blvd.  Marrero, LA 70072</p> <p>J. Patrick Connick, Esq.  5201 Westbank Expressway, Ste. 100  Marrero, LA 70072</p> <p>Wells T. Watson, Esq.  Jeffrey T. Gaughan, Esq.  B AGGETT, MCCALL, BURGESS, WATSON &amp; GAUGHAN  3006 Country Club Rd.  Lake Charles, LA 70605</p>	<p>Brian C. Bossier  Edwin A. Ellinghausen, III  Christopher T. Grace, III  Erin H. Boyd  Laura M. Gillen  Kimmier L. Paul  Blue Williams, L.L.C.  3421 N. Causeway Blvd., Suite 900  Metairie, LA 70002</p>
30	Sandifer v. Anco Insulations, Inc., et. al.	2023-10585	Civil District Court for the Parish of Orleans, State of Louisiana	Booker Sandifer	<p>Damon R. Pourciau  Pouciau Law Firm  8550 United Plaza Blvd., Suite 702  Baton Rouge, LA 70809</p>	<p>Brian C. Bossier  Edwin A. Ellinghausen, III  Christopher T. Grace, III  Erin H. Boyd  Laura M. Gillen  Kimmier L. Paul  Blue Williams, L.L.C.  3421 N. Causeway Blvd., Suite 900  Metairie, LA 70002</p>
31	Sewire v. Anco Insulations, Inc., et. al.	2022-00676	Civil District Court for the Parish of Orleans, State of Louisiana	Patrick Sewire	<p>Damon R. Pourciau  Pouciau Law Firm  8550 United Plaza Blvd., Suite 702  Baton Rouge, LA 70809</p>	N/A
32	Simoneaux v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-04263	USDC Eastern District of Louisiana	Michael Simoneaux	<p>Philip C. Hoffman  Dayal S. Reddy  643 Magazine Street, Suite 300A  New Orleans, LA 70130</p>	<p>Brian C. Bossier  Edwin A. Ellinghausen, III  Christopher T. Grace, III  Erin H. Boyd  Laura M. Gillen  Kimmier L. Paul  Blue Williams, L.L.C.  3421 N. Causeway Blvd., Suite 900  Metairie, LA 70002</p>

33	Thibodeaux et al v. General Electric Company, et al	2:24-cv-01111	USDC Eastern District of Louisiana	Reed Thibodeaux and Cynthia Thibodeaux	Ivan David Cason, Jr. Gori Law Firm 3647 McDonald Ave St. Louis, MO 63116 450 Laurel Street, Suite 1150 Baton Rouge, LA 70801	Timothy Farrow Daniels Irwin Fritchie Urquhart & Moore, LLC (New Orleans) 400 Poydras St. Suite 2700 New Orleans, LA 70130
34	Thomas v. American Automobile Insurance Company, et. al.	2022-00352	Civil District Court for the Parish of Orleans, State of Louisiana	Lisha Thomas, Samantha Thomas, and Shaundreika Shorty; wrongful death beneficiaries of Sam Thomas (aka Sam Carter Thomas)	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130  -and-  Lindsey A. Cheek The Cheek Law Firm, LLC 650 Poydras Street, Suite 2310 New Orleans, LA 70130  -and-  Spencer R. Doody Scott R. Bickford Larry J. Centola, III Martzell, Bickford & Centola 338 Lafayette Street New Orleans, LA 70130	N/A
35	Wilson v. Eagle, Inc., et al.	2024-03205	Civil District Court for the Parish of Orleans, State of Louisiana	Kenneth Wilson	Philip C. Hoffman Dayal S. Reddy 643 Magazine Street, Suite 300A New Orleans, LA 70130	N/A