

Dion W. Hayes (VSB No. 34304)
K. Elizabeth Sieg (VSB No. 77314)
Sarah B. Boehm (VSB No. 45201)
Connor W. Symons (VSB No. 98418)
McGUIREWOODS LLP
Gateway Plaza
800 East Canal Street
Richmond, Virginia 23219
Telephone: (804) 775-1000
Email: dhayes@mcguirewoods.com
bsieg@mcguirewoods.com
sboehm@mcguirewoods.com
csymons@mcguirewoods.com

Counsel to Huntington Ingalls Industries, Inc.

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

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

**NOTICE OF APPEAL OF
HUNTINGTON INGALLS INDUSTRIES, INC.**

Huntington Ingalls Industries, Inc. (“**HI**”), by and through undersigned counsel and pursuant to 28 U.S.C. § 158(a) and Federal Rule of Bankruptcy Procedure 8001 *et seq.*, hereby appeals the *Order (I) Approving the Settlement Agreement and Release Between the Debtor and Certain Settling Insurers; (II) Approving the Sale of Certain Insurance Policies; (III) Issuing an Injunction Pursuant to the Sale of Certain Insurance Policies; and (IV) Granting Related Relief* [ECF No. 442] (the “**Order**”) entered December 20, 2024, in the above-captioned bankruptcy case. The Order granted the *Motion of the Debtor for Entry of an Order (I) Approving the*



Settlement Agreement and Release Between the Debtor and the Certain Settling Insurers; (II) Approving the Sale of Certain Insurance Policies; (IV[sic]) Issuing an Injunction Pursuant to the Sale of Certain Insurance Policies; and (V) Granting Related Relief [ECF No. 53] filed July 10, 2024. A copy of the Order is attached hereto as Exhibit A.

The names of all the parties to the judgment, order, or decree appealed from, and the name, addresses, and telephone numbers of their respective attorneys are as follows:

Hopeman Brothers, Inc.	<p>HUNTON ANDREWS KURTH LLP</p> <p>Tyler P. Brown (VSB No. 28072) Henry P. (Toby) Long, III (VSB No. 75134) Riverfront Plaza, East Tower 951 East Byrd Street Richmond, Virginia 23219 Telephone: (804) 788-8200 tpbrown@HuntonAK.com hlong@HuntonAK.com</p> <p>Joseph P. Rovira (admitted pro hac vice) Catherine A. Rankin (admitted pro hac vice) 600 Travis Street, Suite 4200 Houston, TX 77002 Telephone: (713) 220-4200 josephrovira@HuntonAK.com crankin@HuntonAK.com</p>
------------------------	--

[Remainder of Page Intentionally Left Blank]

Dated: December 31, 2024
Richmond, Virginia

Respectfully submitted,

/s/ K. Elizabeth Sieg

Dion W. Hayes (VSB No. 34304)
K. Elizabeth Sieg (VSB No. 77314)
Sarah B. Boehm (VSB No. 45201)
Connor W. Symons (VSB No. 98418)

MCGUIREWOODS LLP

Gateway Plaza
800 East Canal Street
Richmond, Virginia 23219
Telephone: (804) 775-1000
Email: dhayes@mcguirewoods.com
bsieg@mcguirewoods.com
sboehm@mcguirewoods.com
csymons@mcguirewoods.com

Counsel to Huntington Ingalls Industries, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 31st day of December, 2024, a true and correct copy of the foregoing was served via the Court's electronic case filing system (CM/ECF) to all parties registered to receive such notice in the above-captioned case.

/s/ K. Elizabeth Sieg
K. Elizabeth Sieg

Exhibit A

HUNTON ANDREWS KURTH LLP
Joseph P. Rovira (admitted *pro hac vice*)
Catherine A. Rankin (admitted *pro hac vice*)
600 Travis Street, Suite 4200
Houston, Texas 77002
Telephone: (713) 220-4200

HUNTON ANDREWS KURTH LLP
Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219
Telephone: (804) 788-8200

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. :
:
:
:

**ORDER (I) APPROVING THE SETTLEMENT
AGREEMENT AND RELEASE BETWEEN THE DEBTOR AND THE CERTAIN
SETTLING INSURERS; (II) APPROVING THE SALE OF CERTAIN INSURANCE
POLICIES; (III) ISSUING AN INJUNCTION PURSUANT TO THE SALE OF CERTAIN
INSURANCE POLICIES; AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)¹ of the above-captioned debtor in the above-captioned chapter 11 case (the “Debtor”) for entry of an order (this “Order”) (i) approving the Certain Settling Insurer Settlement Agreement, (ii) approving the sale of the Policies, (iii) issuing an injunction pursuant to the sale of the Policies, and (iv) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the Certain Settling Insurer Settlement Agreement; 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

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion or the Certain Settling Insurer Settlement Agreement, as applicable.



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, to the extent that the United States District Court for the Eastern District of Virginia (the "District Court") determines that this Court does not have the requisite constitutional authority to enter a final judgment on any issue addressed in this Order, then this Order, including the findings of fact and conclusions of law made by the Court at the Hearing and incorporated herein by reference pursuant to Federal Rule of Bankruptcy Procedure 7052 made applicable to this contested matter by Federal Rule of Bankruptcy Procedure 9014, shall constitute the Court's report and recommendation to the District Court; and, for the reasons stated by the Court on the record at the Hearing, all objections to the relief sought in the Moton are overruled and the Court having determined that there is good and sufficient cause for the relief granted in this Order, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted.
2. Any and all objections to the Motion and to the relief requested therein and/or granted in this Order that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are overruled on the merits.
3. Pursuant to Bankruptcy Rule 9019, the Certain Settling Insurer Settlement Agreement and each of its terms and conditions, including the releases contained therein, shall be, and hereby are, approved in their entirety.

4. The Debtor shall be, and hereby is, authorized to undertake any transactions contemplated by the Certain Settling Insurer Settlement Agreement that remain uncompleted as of the date of this Order.

5. Upon the occurrence of the Payment Date, (a) the Certain Settling Insurers shall be irrevocably released from (i) all Claims by the Debtor under, arising out of, related to, and/or in connection with the Policies, and (ii) all extra-contractual Claims of the Debtor arising out of, related to, and/or in connection with the Policies, and (b) all rights and obligations between the Debtor and the Certain Settling Insurers in respect of the Policies shall be fully and finally extinguished. As a result, the Policies shall be terminated and of no force and effect and be exhausted in respect of all coverages thereunder.

6. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is authorized and empowered to sell, transfer, and convey the Policies to the Certain Settling Insurers subject only to the terms and conditions in the Certain Settling Insurer Settlement Agreement. The Policies shall be deemed so conveyed to the Certain Settling Insurers immediately upon payment in full of the Settlement Amount pursuant to the terms of the Certain Settling Insurer Settlement Agreement.

7. Pursuant to section 363(f) of the Bankruptcy Code, the Debtor's sale of the Policies to the Certain Settling Insurers shall constitute a valid, legal, and effective transfer, which shall vest the Certain Settling Insurers with all right, title, and interest in and to the Policies free and clear of all liens, Claims, encumbrances, and other interests of any person, including, but not limited to, all rights and interests of the Debtor, any other person claiming by, through, or on behalf of the Debtor, any other insurer, any holder of any Asbestos Claim against the Debtor, whether arising prior to or subsequent to the Petition Date, and whether imposed by

agreement, understanding, law, equity, or otherwise (including, without limitation, interests in the Policies that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of the estate or the Certain Settling Insurers, as the case may be, in the Policies).

8. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, all persons who hold or assert, or may in the future hold or assert, any Claim against Hopeman Persons or Certain Settling Insurer Persons shall be and hereby are permanently stayed, restrained, and enjoined from asserting any Claim or right to entitlement, or taking any other action against the Certain Settling Insurer Persons, Hopeman Persons or any other Person who may be an insured, additional insured, or otherwise entitled to any benefit under the Policies, for the purpose of obtaining any recovery or other relief from the Certain Settling Insurer Persons or under or in connection with the Policies, arising out of or in connection with the activities covered by the Policies, or in connection with the Hopeman Persons' activities giving rise to Claims made or to be made under the Policies. For the avoidance of doubt, the injunction set forth in this paragraph 8 shall only enjoin Claims seeking coverage under the Policies or Claims alleged against Hopeman Persons or Settling Insurer Persons seeking, or that could give rise to, coverage under the Policies.

9. The releases in the Certain Settling Insurer Settlement Agreement and the policy buyback therein comply with the Bankruptcy Code and applicable non-bankruptcy law.

10. The Certain Settling Insurers are good-faith purchasers of the Policies and are entitled to, and hereby are, granted all of the protections provided to good faith purchasers pursuant to section 363(m) of the Bankruptcy Code.

11. The transactions contemplated by the Certain Settling Insurer Settlement Agreement shall not be subject to avoidance under section 363(n) of the Bankruptcy Code. All persons shall be and hereby are enjoined from commencing or continuing an action seeking relief under section 363(n) of the Bankruptcy Code with respect to the Certain Settling Insurer Settlement Agreement and the transactions contemplated thereby.

12. The sale of the Policies to the Certain Settling Insurers under the Certain Settling Insurer Settlement Agreement will constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the Commonwealth of Virginia.

13. The Debtor shall use the Settlement Amount solely to make payments to or for the benefit of holders of Asbestos Claims and for other costs and expenses associated with this chapter 11 case; *provided, that*, the Debtor shall make best efforts to ensure that the Liquidation Trustee or any other payor of the Asbestos Claims will obtain from each holder of an Allowed Asbestos Claim, prior to such holder receiving a disbursement on account of such Allowed Asbestos Claim, an executed Claimant Release that is substantially similar to the form of Claimant Release attached to the Certain Settling Insurer Settlement Agreement as Exhibit C.

14. Each holder of a valid Asbestos Claim against the Policies falls within one or more of the subsections of section 363(f) of the Bankruptcy Code and are adequately protected under section 363(e) of the Bankruptcy Code by having such Asbestos Claim, if any, attach to the net cash proceeds of the sale of the Policy against or in which it asserts an Asbestos Claim, with the same validity, and to the same extent, as existed before the sale, and subject to any Claims and defenses the Debtor and its bankruptcy estate may possess with respect thereto. The Debtor shall hold all funds paid to it under this Order in a segregated Debtor-in-Possession bank account and may only disburse funds from that account upon further Order of the Court.

15. This Order shall be binding upon the Debtor, the Certain Settling Insurers, all holders of Claims (including Asbestos Claims) against the Debtor, all insurers who received notice of the Motion, all other persons and entities receiving notice as set forth in the Motion, the respective successors and assigns of each person referred to in this paragraph, and any chapter 11 trustee, Liquidation Trustee, or other trust or distribution vehicle established under a chapter 11 plan of the Debtor, and on any chapter 7 trustee if this chapter 11 case is converted to a chapter 7 proceeding.

16. Each of the Parties hereby is authorized to take all actions and execute all documents and instruments that it deems necessary or appropriate to implement and effectuate the transactions contemplated by the Certain Settling Insurer Settlement Agreement.

17. The Certain Settling Insurers are not, and shall not be deemed to be, successors to the Debtor by reason of any theory of law or equity or as a result of the consummation of the transactions contemplated in the Certain Settling Insurer Settlement Agreement.

18. Notwithstanding any provision in this Order or the Certain Settling Insurer Settlement Agreement, the relief provided herein, including, but not limited to, any releases and injunctive relief, shall not apply in favor of Liberty Mutual Insurance Company or any of its affiliates, subsidiaries, or related entities. Liberty Mutual Insurance Company shall not be considered a beneficiary of this Court Order or the Certain Settling Insurer Settlement Agreement and shall have no rights or entitlements arising therefrom.

19. The defined term “Hopeman Persons” contained in the Settlement Agreement and as used in this Order is amended and restated as follows:

“Hopeman Persons” means Hopeman and each of its past, present and future direct and indirect parents, subsidiaries, partners, holding companies, merged companies, divisions, joint ventures, affiliates, and related companies of Hopeman, including, without limitation, Wayne Manufacturing Corporation, and

(i) each of the foregoing Person's past, present and future officers, directors, employees, representatives, claim handling administrators, agents, members, principals, attorneys, and shareholders; (ii) each of the foregoing Persons' predecessors, successors, assignors and assigns, whether known or unknown, and all Persons acting on behalf of, by through or in concert with them; and (iii) each of the foregoing Persons known to Hopeman who are entitled or allegedly entitled to insurance coverage under the Policies as "named insured", "additional insured," or otherwise as "insureds" or "assureds" within the meaning thereof, or who have a claim or have any similar status under the Policies.

20. This Court shall retain jurisdiction to interpret and enforce the provisions of the Certain Settling Insurer Settlement Agreement and this Order in all respects and further to hear and determine any and all disputes relating to the Certain Settling Insurer Settlement Agreement between the Parties or between a Party and any other person; *provided, however*, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the Certain Settling Insurer Settlement Agreement or this Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter. In the event this chapter 11 case has been closed, there shall be cause to have this chapter 11 case reopened upon motion or application for such purposes.

21. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

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

23. Counsel for the Debtor shall serve a copy of this Order on the Master Service List and file a certificate of service within three business days of entry of this Order. Notice of the Order by ECF or e-mail shall constitute good and sufficient notice of the Order.

Dated: Dec 19 2024
Richmond, Virginia

/s/ Keith L Phillips
UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

Entered On Docket: December 19, 2024

/s/ Henry P. (Toby) Long, III
Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
HUNTON ANDREWS KURTH LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219
Telephone: (804) 788-8200
Facsimile: (804) 788-8218
Email: tpbrown@HuntonAK.com
hlong@HuntonAK.com

- and -

Joseph P. Rovira (admitted *pro hac vice*)
Catherine A. Rankin (admitted *pro hac vice*)
HUNTON ANDREWS KURTH LLP
600 Travis Street, Suite 4200
Houston, TX 77002
Telephone: (713) 220-4200
Facsimile: (713) 220-4285
Email: josephrovira@HuntonAK.com
crankin@HuntonAK.com

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
Henry P. (Toby) Long III