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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.**
 :
 :
 :
 :

**MOTION OF THE DEBTOR FOR ENTRY OF A THIRD INTERIM
ORDER EXTENDING THE AUTOMATIC STAY TO STAY
ASBESTOS-RELATED ACTIONS AGAINST NON-DEBTOR DEFENDANTS**

Hopeman Brothers, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (the “Debtor”), respectfully represents as follows in support of this motion (the “Motion”):

RELIEF REQUESTED¹

1. To avoid the wasting of estate resources and the depletion of available insurance coverage while the Debtor mediates issues related to the Chubb Insurance Settlement Motion and negotiates and prosecutes a Chapter 11 plan, the Debtor hereby seeks entry of a third interim order, applicable to all entities, extending the Stay Period from the current Stay Expiration Date, March

¹ Capitalized terms not otherwise defined in the Relief Requested section shall have the meanings set forth below.



10, 2025, for an additional approximately four months until June 30, 2025 (the “Extended Stay Period”), staying parties from the commencement or continuation, including the issuance or employment of process, of any action related to any asbestos-related claim against insurers (collectively, the “Insurers”) on behalf of the Debtor and its now-dissolved former subsidiary, Wayne Manufacturing Corporation (“Wayne”), and against former or current officers and directors of the Debtor and Wayne (collectively, “D&Os”; together with the Insurers, the “Protected Parties”), including, without limitation, the thirty-five (35) lawsuits listed on Exhibit 2 to the Proposed Interim Order (collectively, the “Direct Action Lawsuits”) as to any of the Protected Parties. The Protected Parties are identified on Exhibit 1 to the Proposed Interim Order.

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

A. The Chapter 11 Case

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.

The Debtor continues to manage its business as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. Additional information regarding the Debtor 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.* [Docket No. 8] (the “First Day Declaration”), which is fully incorporated herein by reference.

6. As explained in the First Day Declaration, the Debtor’s primary goal for this Chapter 11 case is to establish an efficient and fair process to utilize the Debtor’s remaining cash and its insurance policies to address the thousands of asbestos-related claims asserted against the Debtor. To accomplish this goal without delay, the Debtor promptly sought this Court’s approval of two insurance settlements that would generate nearly \$50 million in cash and filed its Chapter 11 plan.

7. Specifically, on the Petition Date, the Debtor filed the *Motion of the Debtor for Entry of an Order (I) Approving the Settlement Agreement and Release Between the Debtor and the Chubb Insurers; (II) Approving the Assumption of the Settlement Agreement and Release Between the Debtor and the Chubb Insurers; (III) Approving the Sale of Certain Insurance Policies; (IV) Issuing an Injunction Pursuant to the Sale of Certain Insurance Policies; and (V) Granting Related Relief* [Docket No. 9] (the “Chubb Insurer Settlement Motion”).

8. On July 10, 2024, the Debtor filed both the *Motion of the Debtor for Entry of an Order (I) Approving the Settlement Agreement and Release Between the Debtor and Certain Settling Insurers; (II) Approving the Sale of Certain Insurance Policies; (IV) Issuing an Injunction Pursuant to the Sale of Certain Insurance Policies; and (V) Granting Related Relief* [Docket No. 53] (the “Certain Settling Insurer Settlement Motion” and, together with the Chubb Insurer

Settlement Motion, the “Insurer Settlement Motions”) and the *Motion of the Debtor for Entry of an Order (I) Establishing Procedures to Schedule Hearings to Consider the Insurer Settlement Motions; (II) Approving the Form and Manner of Notice Thereof; and (III) Granting Related Relief* [Docket No. 54].

9. On July 12, 2024, the Debtor filed both the *Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 56] (the “Plan”) and the *Disclosure Statement with Respect to the Plan of Liquidation of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 57] (the “Disclosure Statement”).²

10. On July 22, 2024, the Office of the United States Trustee for the Eastern District of Virginia (the “U.S. Trustee”) appointed an official committee of unsecured creditors [Docket No. 69] (the “Committee”).

11. Following a Court approved agreement by the Debtor and the Committee to adjourn the hearing on the Insurer Settlement Motions to December 10 [Docket No. 247], the Debtor and Committee executed a settlement term sheet whereby, among other things, (a) the Debtor agreed to adjourn the hearing on the Chubb Insurer Settlement Motion, (b) the Debtor and Committee agreed to participate in judicial mediation concerning the Chubb Insurer Settlement Motion, and (c) the Committee agreed not to oppose approval of the Certain Settling Insurers Settlement Motion at the December 10 hearing.

² On November 13, 2024, the Court entered its Order approving the Debtor’s *Motion of the Debtor for Entry of an Order (I) Extending the Exclusivity Periods to File and Solicit a Plan and (II) Granting Related Relief* [Docket No. 321] and denying the Committee’s objection [Docket No. 342], extending by approximately 120 days (a) the period during which the Debtor has the exclusive right to file a chapter 11 plan through and including February 25, 2025, and (b) the period during which the Debtor has the exclusive right to solicit a plan through and including April 28, 2025. *See* Docket No. 359.

12. The Debtor successfully prosecuted the Certain Settling Insurers Motion at the December 10 hearing. On December 19, 2024, the Court entered its Order approving the Certain Settling Insurer Settlement Motion and overruling four objections to that settlement. *See* Docket No. 442 (the “Settlement Approval Order”). Subsequently, two parties appealed the Settlement Approval Order. As of filing this Motion, the sale approved by the Settlement Approval Order has not been consummated.

13. On December 20, 2024, the Court entered its Order approving the joint motion by the Debtor and Committee to authorize judicial mediation of the Chubb Insurer Settlement Motion [Docket No. 443], among other things, (i) appointing the Honorable Kevin R. Huennekens as judicial mediator and (ii) directing the Debtor, the Committee, and the related Chubb insurers (Century Indemnity Company and Westchester Fire Insurance Company) to mediate the relief sought in the Chubb Insurers Settlement Motion.

14. As Debtor’s counsel reported to the Court at the omnibus hearing on February 13, the parties continue to be actively involved in mediation of the Chubb Insurers Settlement Motion and negotiation with the Committee over the Plan. The Debtor is cautiously optimistic that the mediation will result in a successful outcome and an agreement regarding a Plan with the Committee and its creditors.

B. Extending the Stay Period

15. On the Petition Date, the Debtor filed the *Motion of the Debtor for Entry of Interim and Final Orders Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants* [Docket No. 7] (the “Motion to Extend”). The relief requested in the Motion to Extend was and remains critical to avoid wasting of estate resources and the depletion of available insurance coverage.

16. On July 3, 2024, following the “first-day” hearing on July 2, the Court entered the *Interim Order Extending the Automatic Stay to Asbestos-Related Actions Against Non-Debtor Defendants* [Docket No. 35], approving the Motion to Extend on an interim basis and setting a deadline for parties to object to the relief requested therein.

17. Four objections were filed to the Motion to Stay. *See* Docket Nos. 86, 135, 138 and 141. The Debtor filed an omnibus reply in support of the Motion to Stay (the “Omnibus Reply”). *See* Docket No. 157.³

18. Following a contested evidentiary hearing on September 10 and for the reasons set forth by the Court on the record at that hearing, on September 25, 2024, the Court entered a *Second Interim Order Extending the Automatic Stay to Asbestos-Related Actions Against Non-Debtor Defendants* [Docket No. 245] (the “Second Interim Order”), approving the Motion to Extend on a second interim basis for a period of six months (the “Stay Period”) until March 10, 2025 (the “Stay Expiration Date”). The Second Interim Order further provides that, to the extent the Debtor requests that the Court extend the relief granted therein beyond the Stay Period, the Debtor must file a motion with the Court to be considered by the Court on or before the Stay Expiration Date or by such other date as the Court may order.

19. At the September 10 hearing, the Debtor’s counsel proposed the initial period of six months for the Stay Period. *See* 9.10.24 Hr’g Tr. at 163:14-25. Debtor’s counsel made this proposal because, while the Debtor has been squarely focused on moving this case forward as efficiently as possible, the Debtor also recognized that the Committee and other parties-in-interest would need time to engage with the Debtor on Insurer Settlement Motions and Plan and, if

³ Additional facts in support of the relief requested herein are set forth in the Motion to Stay and Omnibus Reply and are fully incorporated herein by reference.

necessary, seek relief from this Court to resolve any disputes. The Court agreed with this proposal. *See* 9.10.24 Hr’g Tr. at 169:10-24.

20. With the approval of the Certain Settling Insurers Motion and the ongoing judicial mediation of the Chubb Insurers Settlement Motion, the Debtor is making substantial progress toward its goal for this Chapter 11 case. However, there is more that needs to be done to complete mediation of the Chubb Insurers Settlement Motion and complete negotiations with the Committee and other parties in interest on a Chapter 11 plan.

21. The Debtor, therefore, is filing this Motion to extend the Stay Period and continue the “pause” on the litigation against the Protected Parties so the Debtor can focus its resources and efforts on concluding the mediation process and prosecuting a Chapter 11 plan that will benefit all creditors.

BASIS FOR RELIEF

22. The facts that supported the Court entering the Second Interim Order have not changed since the September 10, 2024, evidentiary hearing. Namely, the Debtor is still facing mass tort liability, and its primary assets are its liability insurance policies. Failure to extend the Stay Period to prohibit commencement or continuation of asbestos-related claims against the Protected Parties would diminish property of the estate. These actions would cause the estate to incur substantial administrative expenses it cannot afford, would drain available insurance coverage shared by the Debtor with non-debtor parties, and would jeopardize the equitable distribution of estate property.

23. First, there is an identity of interests between the Debtor and the Protected Parties as to the asbestos-related actions against the Protected Parties, thus making section 362(a)(1)

applicable to these actions, as the Court has previously ruled when entering the Second Interim Order.⁴

24. Second, the continuation or commencement of asbestos-related actions against the Protected Parties will diminish property of the estate, making section 362(a)(3) applicable as well, as the Court has previously ruled when entering the Second Interim Order.⁵

25. Third, to the extent the actions are not automatically stayed, the same facts presented at the September 10 hearing support the Court continuing to extend the stay consistent with the decision in *Robbins*. As this Court concluded at the September 10 hearing, the circumstances the Fourth Circuit describes in *Robbins* are present here:

“I look at the Fourth Circuit case and *Robbins* as being very on point in this case. And that case also involved a torts – massive tort claims against the debtor and numerous insurance policies that were available to pay and causes of action being asserted against officers and directors. And the Court in that case determined that a stay should apply and that the parties should be protected, that the officers and directors and the insurance company should all be protected during the pendency of the case so that funds that could be made available for the trust.”

See 9.10.24 Hr’g Tr. at 166:4-16.

26. Finally, while the Debtor hoped that by the end of the six-month Stay Period the Debtor would have an agreed exit strategy, good faith mediation and plan negotiations are ongoing as of the filing of this Motion. The Debtor requests additional time to conclude its efforts to confirm a Plan without unnecessary distraction and costly litigation that will drain estate assets.

A. Asbestos-Related Actions Against the Protected Parties Are Stayed Under Sections 362(a)(1) and (3) of the Bankruptcy Code

⁴ *See* 9.10.24 Hr’g Tr. at 166:17-167:19

⁵ *See id.*

27. The law in support of why the asbestos-related actions against the Protected Parties are stayed under sections 362(a)(1) and 362(a)(3) is set forth in the Motion to Stay and Omnibus Reply and is fully incorporated herein by reference. *See* Motion to Stay, pp. 6-12; Omnibus Reply, pp. 10-18.

28. Asbestos-related actions against the Protected Parties would seek to recover from the insurance policies that provide shared coverage to the Debtor, Wayne and the Former D&Os. Such asbestos-related actions are tantamount to claims against the Debtor itself – they will reduce the Debtor’s estate to the detriment of all creditors. Absent the relief requested herein, claimants who cannot pursue the claims directly against the Debtor will pursue the Direct Action Lawsuits and asbestos-related actions against the other Protected Parties, reducing shared insurance and undercutting a principal asset of the estate.

29. In addition, the D&Os and another Protected Party, Liberty Mutual Insurance Company (“LMIC”), either have indemnification rights or have threatened indemnification claims against the Debtor. Namely, the Debtor is obligated under its By-Laws to indemnify the D&Os for any defense costs and liability they may have for asbestos-related claims arising out of their service to the Debtor, and LMIC has informed the Debtor that it intends to assert alleged contractual indemnification claims against the Debtor if Direct Action Lawsuits are allowed to proceed against LMIC.

30. As a result of these indemnification obligations and claims, established Fourth Circuit case law is plain that the Debtor “is the real party defendant” in the actions and the asbestos-related actions against the Protected Parties that implicate indemnity obligations are stayed under section 362(a)(1).

31. Furthermore, there remains an “identity of interest” between the Debtor and Protected Parties given that the Debtor’s conduct and products would be at the center of any asbestos-related claims pursued against the Protected Parties. This would result in the Debtor having to be significantly involved in responding to discovery in these cases, thus depleting funds the Debtor cannot afford in this case.

32. For these reasons, the asbestos-related actions against the Protected Parties relating to the Debtor are stayed under sections 362(a)(1) and (3) and the Court should approve this Motion.

B. For Actions against Non-Debtors Not Automatically Stayed by Sections 362(a)(1) or (3), this Court has the Power to Stay Such Actions

33. While the Debtor contends it is not necessary for the Debtor to establish each of the factors required for a preliminary injunction because the Debtor properly seeks the requested relief under sections 362(a)(1) and (3), the preliminary injunction factors also continue to support enjoining the asbestos-related actions against the Protected Parties through use of section 105(a) in conjunction with section 362(a).

34. The law in support of why the preliminary injunction factors support enjoining the asbestos-related actions against the Protected Parties through the use of section 105(a) is set forth in the Omnibus Reply and is fully incorporated herein by reference. *See* Omnibus Reply, pp. 18-29.

35. Similar to the continued application of the stay discussed above, the facts that supported this Court’s conclusion at the September 10 hearing that the Debtor can satisfy the four-pronged test for injunctions also have not changed. *See* 9.10.24 Hr’g Tr. at 167:20-25.

(1) The relief remains necessary to protect the estate and achieve the goals of the case

36. The Debtor filed this bankruptcy case in good faith to pursue an equitable resolution of thousands of unresolved asbestos-claims. As the Court noted in confirming the Debtor satisfied

this factor at the September 10 hearing, “a success in this case would be confirmation of a plan that creates the trust . . . that includes all of the insurance proceeds that are available to the debtor.” *See* 9.10.24 Hr’g Tr. at 168:2-7. Enjoining asbestos-related actions against the Protected Parties during the Extended Stay Period is fully consistent with, and necessary for the Debtor to pursue, the ultimate objective of this case.

(2) The Debtor will be irreparably harmed absent the requested relief

37. Without the relief requested herein, the Debtor and its estate will be irreparably harmed. Absent extension of the Stay Period, there is a legitimate risk that actions against the Protected Parties will deplete the Debtor’s insurance coverage that the Debtor is seeking to transfer to a trust pursuant to a Chapter 11 plan. As such, the Debtor’s estate would be reduced to the detriment of all creditors. Furthermore, given that claims against the Protected Parties are tantamount to claims against the Debtor, the estate would be irreparably harmed because the Debtor will be forced to spend time and estate resources participating in such actions, incurring substantial administrative claims addressing discovery on claim and coverage issues. This non-bankruptcy litigation also will undermine the parties’ and the Court’s ability to confirm a plan that treats all asbestos claimants fairly and equitably.

(3) The Balance of Harms Weighs in Favor of a Preliminary Injunction

38. The balance of harms also continues to weigh heavily in favor of extending the Stay Period. As explained above, continued prosecution of asbestos-related actions against the Protected Parties would cause irreparable harm to the Debtor and its estate by, among other means, undermining the very goal of this chapter 11 case, and requiring the Debtor to actively participate in litigation pending throughout the country while simultaneously seeking to address the same claims before this Court. On the other hand, as set forth above, asbestos claimants will not be

harmful by entry of the stay relief requested. The stay order merely will preserve the status quo during the Extended Stay Period, not alter any party's substantive rights to pursue the Debtor's Insurers or any of the other Protected Parties after a continued "pause" in the litigation during the Extended Stay Period.

39. Plaintiffs in the Direct Action Lawsuits and other asbestos claimants also can continue to pursue their claims against other parties, just not the Debtor and the other Protected Parties during the Extended Stay Period. The asbestos claimants can and will continue to prosecute and collect on their claims against other parties and sources notwithstanding the entry of the relief sought herein.

40. Any prejudice to the asbestos claimants would be quite minimal, especially in comparison to the hardship the Debtor would face if the Stay Period is not extended as requested herein.

(4) Public Interest Supports a Stay Order

41. There remains a strong public interest in the Debtor accomplishing the goal of this chapter 11 case – permitting the Debtor to transfer its remaining insurance coverage and cash to a trust to provide for a process to resolve the thousands of remaining asbestos claims. In the Debtor's chapter 11 case, this result is not possible if piecemeal litigation of the asbestos-claims against Protected Parties in the tort system is allowed to circumvent this bankruptcy process, further deplete the Debtor's insurance policies, and force the Debtor to spend time and money participating in such litigation during the Extended Stay Period. For that reason, a successful bankruptcy case – and extension of the Stay Period that makes such a case possible – serves the public interest by providing an efficient process to maximize the recoveries of claimants.

NOTICE

42. Notice of this Motion will be given pursuant to Bankruptcy Local Rule 1075-1 and the procedures set forth in Article II of the “Procedures for Complex Chapter 11 Cases in the Eastern District of Virginia.” The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

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

Dated: February 19, 2025
Richmond, Virginia

/s/ Peter J. Barrett

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Exhibit A

Proposed Interim Order

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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. :
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**THIRD INTERIM ORDER EXTENDING THE AUTOMATIC STAY TO
ASBESTOS-RELATED ACTIONS AGAINST NON-DEBTOR DEFENDANTS**

Upon the motion (the “Motion”)¹ of the above-captioned debtor in the above-captioned chapter 11 case (the “Debtor”) for entry of this third interim order (this “Third Interim Order”) extending the Stay Period from the current Stay Expiration Date, March 10, 2025, for an additional four months until June 30, 2025 (the “Extended Stay Period”); 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

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

to 28 U.S.C. § 157(b)(2) and that the Court may enter an interim 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 determined that there is good and sufficient cause for the relief granted in this Third Interim Order extending the stay to the Protected Parties, as set forth herein, for an additional four month period, under sections 105(a), 362(a)(1) and 362(a)(3) of the Bankruptcy Code, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted on an interim basis, as set forth herein, and the Extended Stay Period is granted for a period of approximately four months from the current Stay Expiration Date, March 10, 2025, until the June 30, 2025 (the “Extended Stay Expiration Date”).
2. The Protected Parties are identified on **Exhibit 1** annexed hereto.
3. This Third Interim Order shall operate as a stay, applicable to all entities, of the commencement or continuation, including the issuance or employment of process, of any action against a Protected Party related to any asbestos-related claim against the Debtor, Wayne Manufacturing Company, Inc. (“Wayne”) and/or a current or former director or officer (“Debtor/Wayne Asbestos Claim”) of either during the Extended Stay Period, including but not limited to the Direct Action Lawsuits identified on **Exhibit 2**.
4. All acts in violation of the stay are prohibited. This prohibition includes, without limitation: (a) the pursuit of discovery from the Protected Parties or their officers, directors,

employees or agents in any action stayed by this Third Interim Order, (b) the enforcement of any discovery order against the Protected Parties in any action stayed by this Third Interim Order; (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. For purposes of clarity, nothing in this paragraph 4 shall prohibit claimants from (i) continuing or commencing actions, including the Direct Action Lawsuits, against any defendant who is not a Protected Party and from pursuing discovery and motions practice in those non-stayed actions, as long as such discovery and motions practice is not undertaken in pursuit of asbestos-related claims against the Protected Parties; or (ii) continuing or commencing actions against any insurer listed on **Exhibit 1** hereto on account of any claim unrelated to a Debtor/Wayne Asbestos Claim, including from pursuing discovery or motions practice in such non-stayed actions .

5. Notwithstanding anything to the contrary in this Third Interim Order, any party asserting any asbestos-related claim related to or against the Debtor, Wayne and/or a current or former director or officer of either, including, without limitation, against any of the Protected Parties, may take reasonable steps during the Stay Period, without leave of the Court, to perpetuate the testimony of any person subject to this Third Interim Order who is not expected to survive the Stay Period or who otherwise is expected to be unable to provide testimony if it is not perpetuated during the Stay Period. If such a need arises, notice shall be provided to the Debtor and the Official Committee of Unsecured Creditors (“Committee”; together, the “Notice Parties”) by notifying counsel for each Notice Party of the need for perpetuation of such testimony. The Notice Parties shall have the right to object to the notice on any grounds they would have had if they were parties to the underlying proceeding and not subject to the terms of this Third Interim Order, and the Notice Parties may raise any such objection with this Court. The use of such testimony in any

appropriate jurisdiction shall be subject to the applicable procedural and evidentiary rules of such jurisdiction. All parties reserve and do not waive any and all objections with respect to such testimony.

6. To the extent the Debtor requests that the Court extend the relief granted in this Third Interim Order beyond the Extended Stay Period, the Debtor must file a motion with this Court to be considered by the Court on or before the Extended Stay Expiration Date or by such other date as the Court may order.

7. Entry of this Third Interim Order is without prejudice to the rights of any party to oppose any extension of the Extended Stay Period that the Debtor may seek or to seek to appeal the granting of any such extension without having appealed this Third Interim Order.

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

9. The Debtor is authorized to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Motion, including without limitation seeking additional relief from this Court to enforce the terms of this Third Interim Order.

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

Dated: _____, 2025
Richmond, Virginia

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/ Peter J. Barrett

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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/ Peter J. Barrett

Exhibit 1

Protected Parties

1. Insurers Who Provide (or in the case of Liberty Mutual Insurance Company provided) Shared Insurance Coverage to the Debtor, Wayne and Former D&Os:

- a. Liberty Mutual Insurance Company
- b. Century Indemnity Company (as successor to CCI Insurance Company, as successor to Insurance Company of North American)
- c. Westchester Fire Insurance Company
- d. Continental Casualty Company
- e. Fidelity & Casualty Company
- f. Lexington Insurance Company
- g. Granite State Insurance Company
- h. Insurance Company of the State of Pennsylvania
- i. National Union Fire Insurance Company of Pittsburgh, PA
- j. General Reinsurance Corporation

2. D&Os of the Debtor and Wayne Who Are Also Covered Under the Debtor's Insurance Policies. The following D&Os are named in pending Direct Action Lawsuits with the Debtor and Wayne and, with the exception of Bertram C. Hopeman, are each deceased:

- a. Albert Arendt Hopeman, Jr. (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))
- b. Bertram C. Hopeman (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))
- c. Charles Johnson (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))
- d. Kenneth Wood (named defendant in *Lebeouf, Jr. v. Huntington Ingalls Inc.*, 2024-04032 (Civil District Court Parish of Orleans, La.) and *McElwee v. Anco Insulations, Inc. et al.*, 2:23-cv-03137 (E.D. La.))

3. Current D&Os of the Debtor Who Have the Same Indemnification Rights as Former D&Os:

- a. Christopher Lascell
- b. Daniel Lascell
- c. Carrie Lascell Brown

Exhibit 2

Direct Action Lawsuits

	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.	Lewis O. Unglesby, Esq. Lance C. Unglesby, Esq. Jordan L. Bollinger, Esq. UNGLESBY LAW FIRM 246 Napoleon St. Baton Rouge, LA 70802 Timothy J. Falcon, Esq. FALCON LAW FIRM 5044 Lapalco Blvd. Marrero, LA 70072 J. Patrick Connick, Esq. 5201 Westbank Expressway, Ste. 100 Marrero, LA 70072 Wells T. Watson, Esq. Jeffrey T. Gaughan, Esq. B AGGETT, MCCALL, BURGESS, WATSON & GAUGHAN 3006 Country Club Rd. Lake Charles, LA 70605	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

30	Sandifer v. Anco Insulations, Inc., et. al.	2023-10585	Civil District Court for the Parish of Orleans, State of Louisiana	Booker Sandifer	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
31	Sewire v. Anco Insulations, Inc., et. al.	2022-00676	Civil District Court for the Parish of Orleans, State of Louisiana	Patrick Sewire	Damon R. Pourciau Pouciau Law Firm 8550 United Plaza Blvd., Suite 702 Baton Rouge, LA 70809	N/A
32	Simoneaux v. Taylor-Seindenbach, Inc., et. al.	2:23-cv-04263	USDC Eastern District of Louisiana	Michael Simoneaux	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
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
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