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Counsel for Debtor and Debtor in Possession

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

:
: **Chapter 11**
:
: **Case No. 24-32428 (KLP)**
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:
:
:

NOTICE OF MOTION AND NOTICE OF HEARING

PLEASE TAKE NOTICE that on June 4, 2025, Hopeman Brothers, Inc. (the “Debtor”) filed the following motion (the “Motion”) with the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division (the “Court”): *Motion of the Debtor for Entry of a Fourth Interim Order Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants*.

PLEASE TAKE FURTHER NOTICE that a copy of the Motion may be obtained at no charge at <https://www.veritaglobal.net/hopeman> or for a fee at <https://ecf.vaeb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE that your rights may be affected. You should read the Motion carefully and discuss it with your attorney, if you have one in the chapter 11 case. If you do not have an attorney, you may wish to consult one.

PLEASE TAKE FURTHER NOTICE that pursuant to Rule 1075-1 of the Local Bankruptcy Rules (the “Local Bankruptcy Rules”), the Court has adopted the “Procedures for Complex Chapter 11 Cases in the Eastern District of Virginia” (the “Case Management Procedures”), which prescribe the manner in which objections must be filed and served and when hearings will be conducted. A copy of the Case Management Procedures is available by visiting <https://www.vaeb.uscourts.gov/vaeb-local-rules>.



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PLEASE TAKE FURTHER NOTICE that if you do not want the Court to grant the relief requested in the Motion, or if you want the Court to consider your views on the Motion, then, by **June 15, 2025** (the “Response Deadline”), you or your attorney must:

- ☒ File with the Court, either electronically or at the address shown below, a written response to the Joint Application pursuant to Rule 9013-1(H) of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia and the Case Management Procedures. If you mail your written response to the Court for filing, you must mail it early enough so the Court will **receive** it on or before the Response Deadline.

If a response is not properly and timely filed and served, the Court may deem any opposition waived, treat the Joint Application as conceded and enter appropriate order granting the requested relief without further notice or hearing.

Clerk of the Court
United States Bankruptcy Court
701 East Broad Street, Suite 4000
Richmond, Virginia 23219

In accordance with the Case Management Procedures, you must also serve a copy of your written response on the Debtor so that the response is received on or before the Response Deadline.

- ☒ Attend the hearing before the Honorable Keith L. Phillips, United States Bankruptcy Judge, at **11:00 a.m. (prevailing Eastern Time) on June 18, 2025**, in Courtroom 5100 of the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division, 701 East Broad Street, 5th Floor, Richmond, Virginia 23219.

PLEASE TAKE FURTHER NOTICE that you should consult the Case Management Procedures before filing any written response to the Motion.

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Dated: June 4, 2025
Richmond, Virginia

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

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

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Chapter 11

Case No. 24-32428 (KLP)

**MOTION OF THE DEBTOR FOR ENTRY OF A FOURTH 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 protect both estate resources and available insurance coverage until the proposed Joint 524(g) Plan becomes effective, the Debtor hereby seeks entry of a fourth interim order, extending the Stay Period from the current Stay Expiration Date, June 30, 2025, until the earlier of entry of a final order by the District Court confirming or affirming the Joint 524(g) Plan or September 29, 2025 (the “Extended Stay Period”), staying parties from the commencement or

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

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-two (32) 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.²

6. 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”).

B. Extended Stay Period

7. The Debtor filed this chapter 11 case to maximize its insurance assets for the benefit of all its creditors. Accordingly, to avoid wasting of estate resources and the depletion of available insurance coverage during the pendency of this case, the Debtor has sought and obtained entry by this Court of three interim orders to enjoin claims against the Protected Parties in asbestos-related lawsuits filed, or to-be-filed, as applicable, in “direct action” states that would otherwise drain coverage available for asbestos claims asserted or to be asserted against the Debtor. *See* Docket Nos. 35, 245, and 622. The third interim stay order (the “Stay Period”), unless extended, expires on June 30, 2025 (the “Stay Expiration Date”). *See* Docket No. 622 (the “Third Interim Stay Order”).³

² 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], which is fully incorporated herein by reference.

³ This Court also entered the *Stipulated Order Approving Settlement of Appeal of Insurance Settlement Order and Granting Limited Relief from Third Interim Stay Order* [Docket No. 733] (the “Stipulated Order”), granting relief from the Third Interim Stay Order to, among other things, allow all parties to the following four lawsuits involving claimants represented by Roussel & Clement (the “Roussel Claimant Lawsuits”) to proceed against Insurers other than the “Certain Settling Insurers” to the extent permitted by applicable non-bankruptcy law:

- i. *Constanza et al. v. Huntington Ingalls, Inc.*, Case No. 2:24-cv-00871 (E.D. La.);
- ii. *Ragusa, Jr. v. Louisiana Insurance Guaranty Association, et al.*, Case No. 2:21-cv-01971 (E.D. La.);
- iii. *Rivet v. Huntington Ingalls Incorporated, et al.*, Case No. 2:22-cv-02584 (E.D. La.); and
- iv. *Bourgeois et al. v. Huntington Ingalls Incorporated*, Case No. 2025-01425 (Civil District Court for the Parish of Orleans, State of Louisiana).

8. As explained in the motion seeking entry of the Third Interim Stay Order, the Debtor sought the last extension of the stay to June 30 so the Debtor could focus its resources and efforts on concluding mediation with the Committee and others and then prosecuting a plan that will benefit all creditors. *See* Docket No. 579, ¶ 21. The mediation resulted in a settlement (the “524(g) Settlement”) between the Debtor, Committee, and Huntington Ingalls Industries, Inc. The basic terms of the 524(g) Settlement are set forth in a term sheet filed with the Court on March 7, 2025. *See* Docket No. 609, Exhibit B. The centerpiece of the 524(g) Settlement is that the Debtor and Committee agreed to jointly prosecute a chapter 11 plan that would create a trust pursuant to section 524(g) of the Bankruptcy Code, and the Debtor would transfer its remaining insurance coverage and cash to that trust to allow for the resolution of the thousands of asbestos claims against the Debtor after the effective date of the jointly proposed plan.

9. In accordance with the 524(g) Settlement, on April 29, the Debtor and Committee filed both the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 689] (as amended by the filing at Docket No. 766, the “Joint 524(g) Plan”) that incorporates the terms of the 524(g) Settlement, and the *Disclosure Statement with Respect to the Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 690] (as amended by the filing at Docket No. 767, the “Disclosure Statement”).

10. On May 21, 2025, the Court entered its *Order (I) Scheduling a Combined Hearing to Approve the Disclosure Statement and Confirm the Plan; (II) Conditionally Approving the*

To be clear, the Proposed Order provides that the relief sought in this Motion shall not impact the relief granted in the Stipulated Order and the Roussel Claimant Lawsuits are not included in the Direct Action Lawsuits listed on Exhibit 2.

Disclosure Statement; (III) Establishing Objection Deadlines; (IV) Approving the Form and Manner of Notice; (V) Approving the Solicitation and Tabulation Procedures; and (VI) Granting Related Relief [Docket No. 781] (the “Solicitation Procedures Order”), among other things, (i) approving solicitation procedures regarding votes to accept the Joint 524(g) Plan, and (ii) scheduling a combined hearing on the adequacy of the Disclosure Statement and confirmation of the Joint 524(g) Plan for July 1, 2025.

11. As discussed with the Court at the hearing on May 21, given that the Joint 524(g) Plan seeks relief under section 524(g) of the Bankruptcy Code, the Debtor contemplates that, following the July 1 confirmation hearing, this Court will file a report and recommendation that then will require District Court approval.⁴

12. The Debtor, therefore, is filing this Motion to extend the Stay Period and continue the “pause” on the litigation against the Protected Parties to provide sufficient time for District Court review and approval of the Joint 524(g) Plan.

BASIS FOR RELIEF

13. The facts that supported the Court entering each of the prior interim orders have not changed. The Debtor is still facing mass tort liability, and its primary assets are its liability insurance policies. The key new facts, however, are that the Debtor and Committee now are jointly proposing confirmation of the Joint 524(g) Plan, which incorporates the terms of the 524(g) Settlement that was reached during judicial mediation with Judge Huennekens and proposes to transfer the Debtor’s insurance assets to a trust, and this Court has entered its Solicitation Procedures Order that approves solicitation procedures for the Joint 524(g) Plan and schedules a

⁴ See 5.21.25 Hr’g Tr. at 25:3-17

combined hearing on the adequacy of the Disclosure Statement and confirmation of the Joint 524(g) Plan for July 1, 2025.

14. Accordingly, 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 before the Joint 524(g) Plan can become effective.

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

15. 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 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] (“Motion to Stay”) and *Omnibus Reply in Support of 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. 157] (“Omnibus Reply”), both of which are fully incorporated herein by reference. *See* Motion to Stay, pp. 6-12; Omnibus Reply, pp. 10-18.

16. 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, as this Court previously ruled when entering the second interim order, making section 362(a)(1) applicable to these actions.⁵ 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.

⁵ *See* 9.10.24 Hr’g Tr. at 166:17-167:19

17. Furthermore, asbestos-related actions against Protected Parties would seek to recover from the insurance policies that provide shared coverage to the Debtor, Wayne and the Former D&Os, making section 362(a)(3) applicable as well. 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.

18. 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

19. 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).

20. 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.

21. Similar to the continued application of the stay discussed above, the facts that supported this Court’s conclusion at both the September 10, 2024 and March 10, 2025 hearings 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; 3.10.25 Hr’g Tr. at 41:7-42:10.

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

22. 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

23. 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 the Joint 524(g) 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

24. 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 harmed 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.

25. 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.

26. 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

27. 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

28. 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: June 4, 2025
Richmond, Virginia

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

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Counsel for the Debtor and Debtor in Possession

Exhibit A

Proposed Interim Order

HUNTON ANDREWS KURTH LLP

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Counsel for Debtor and Debtor in Possession

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

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

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: **Chapter 11**
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: **Case No. 24-32428 (KLP)**
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**FOURTH 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 fourth interim order (this “Fourth Interim Order”) extending the Stay Period from the current Stay Expiration Date, June 30, 2025, until the earlier of entry of a final order by the District Court confirming or affirming the Joint 524(g) Plan or September 29, 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 to 28 U.S.C.

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

§ 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 Fourth Interim Order extending the stay to the Protected Parties, as set forth herein, 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 until the earlier of entry of a final order by the District Court confirming or affirming the Joint 524(g) Plan or September 29, 2025 (the “Extended Stay Expiration Date”).
2. The Protected Parties are identified on **Exhibit 1** annexed hereto.
3. Except as provided in the *Stipulated Order Approving Settlement of Appeal of Insurance Settlement Order and Granting Limited Relief from Third Interim Stay Order* [Docket No. 733], permitting parties to the Roussel Claimant Lawsuits to proceed against Insurers other than the Certain Settling Insurers to the extent permitted by applicable non-bankruptcy law, this Fourth 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 Fourth Interim Order, (b) the enforcement of any discovery order against the Protected Parties in any action stayed by this Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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/ Henry P. (Toby) Long, III

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

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	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 Pourciau 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
10	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
11	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
12	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
13	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

14	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
15	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
16	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
17	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

18	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
19	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
20	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
21	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

22	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
23	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
24	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
25	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

26	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
27	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
28	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
29	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

30	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
31	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
32	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