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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)**
:
:
:
:

**CERTIFICATION OF NO OBJECTION
AND NOTICE OF FILING OF REVISED PROPOSED ORDER**

On September 15, 2025, the above-captioned debtor and debtor in possession (the “Debtor”) filed the *Motion of the Debtor for Entry of a Fifth Interim Order Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants* [Docket No. 1195] (the “Motion”). A proposed form of order is annexed to the Motion (the “Original Proposed Order”).

The undersigned certifies that the Debtor served the Motion on all necessary parties on September 15, 2025, in accordance with the in accordance with the “Procedures for Complex Chapter 11 Cases in the Eastern District of Virginia” (the “Case Management Procedures”), as adopted by Rule 1075-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of Virginia. Pursuant to the Case Management Procedures and the notice



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served with the Motion, all responses to the approval of the relief requested in the Motion were due on or before September 26, 2025.

In response to comments received to the Motion, the Debtor has made certain revisions to the Original Proposed Order and hereby is filing a revised proposed *Fifth Interim Order Extending the Automatic Stay to Stay Asbestos-Related Actions Against Non-Debtor Defendants* (the “Revised Proposed Order”), which is attached hereto as **Exhibit A**. Attached hereto as **Exhibit B** is a redline of the Revised Proposed Order as compared to the Original Proposed Order.

The undersigned further certifies that the notice filed with the Motion includes a statement that the Motion may be granted and an order entered without a hearing unless a timely objection is made. The undersigned further certifies that, he has caused a review of the Court’s docket in this case and no answer, objection or other responsive pleading to the Motion appears thereon.

Therefore, pursuant to the notice filed with the Motion and the Complex Case Procedures, the Debtor is authorized, and intends, to submit the Revised Proposed Order, without further notice or hearing.

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Dated: September 29, 2025
Richmond, Virginia

/s/ Tyler P. Brown

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Exhibit A

Revised Proposed Order

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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)**
:
:
:
:

**FIFTH 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 fifth interim order (this “Fifth Interim Order”) extending the Stay Period from the current Stay Expiration Date, September 29, 2025, until the earlier of entry of a final order by the District Court confirming or affirming the Joint 524(g) Plan or December 19, 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 Fifth 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 December 19, 2025 (the “Extended Stay Expiration Date”).

2. The Protected Parties are identified on **Exhibit 1** annexed hereto.

3. With the exception of the relief 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] (the “Stipulated Order”), the Fourth Interim Order [Docket No. 900], and as otherwise set forth herein,² this Fifth Interim Order shall operate as a stay,

² This Fifth Interim Order shall have no impact on the relief granted in the (i) Stipulated Order, granting relief from the third interim stay order to, among other things, allow all parties to four lawsuits involving claimants represented by Roussel & Clement to proceed against Insurers other than the “Certain Settling Insurers” to the extent permitted by applicable non-bankruptcy law and (ii) the Fourth Interim Order, permitting all parties to the following two (2) lawsuits to proceed against Insurers other than the Certain Settling Insurers to the extent permitted by applicable non-bankruptcy law:

- *Ditcharo v. Union Pacific Railroad Company, et al.*, Case No. 2022-10935 (Civil District Court for the Parish of Orleans, La.)
- *Simoneaux v. Taylor-Seidenbach, et al.*, Case No. 2:23-cv-04263 (E.D. La.)

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. Notwithstanding anything to the contrary in this Fifth Interim Order, all parties to the following three (3) lawsuits are allowed to proceed against Insurers other than the Certain Settling Insurers³ to the extent permitted by applicable non-bankruptcy law:

- *Cantrelle, Sr. v. Huntington Ingalls Incorporated, et. al.*, Case No. 24-cv-02102 (E.D. La.)
- *Duran, Jr. v. Huntington Ingalls Incorporated, et. al.*, Case No. 24-cv-01408 (E.D. La.)
- *Plaisance, Sr. v. Taylor-Seindenbach, Inc., et. al.*, Case No. 2:23-cv-05426 (E.D. La.)

5. 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 Fifth Interim Order, (b) the enforcement of any discovery order against the Protected Parties in any action stayed by this Fifth 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

³ For the avoidance of doubt, the Certain Settling Insurers include Continental Casualty Company, Fidelity & Casualty Company, Lexington Insurance Company, Granite State Insurance Company, the Insurance Company of the State of Pennsylvania, National Union fire Insurance Company of Pittsburgh, PA, and General Reinsurance Corporation.

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 .

6. Notwithstanding anything to the contrary in this Fifth 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 Extended Stay Period, without leave of the Court, to perpetuate the testimony of any person subject to this Fifth Interim Order who is not expected to survive the Extended Stay Period or who otherwise is expected to be unable to provide testimony if it is not perpetuated during the Extended 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 Fifth 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.

7. Nothing herein (a) alters, amends or otherwise modifies the terms and conditions of any of the Debtor’s insurance policies or related agreements, or (b) precludes or limits, in any

way, the right of any Insurer to contest and/or litigate the existence, primacy and/or scope of available coverage under any alleged applicable policy or to otherwise assert any defenses to coverage.

8. To the extent the Debtor requests that the Court extend the relief granted in this Fifth 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.

9. Entry of this Fifth 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 Fifth Interim Order.

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

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

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

Dated: _____, 2025
Richmond, Virginia

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

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

Tyler P. Brown (VSB No. 28072)
Henry P. (Toby) Long, III (VSB No. 75134)
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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 Vonlien	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	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
11	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
12	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
13	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

14	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
15	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
16	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
17	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 Decedent 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

18	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
19	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
20	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
21	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
22	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

23	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
24	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
25	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
26	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

27	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
28	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

Exhibit B

Redline

HUNTON ANDREWS KURTH LLP

Joseph P. Rovira (admitted *pro hac vice*)
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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

HOPEMAN BROTHERS, INC.,

Debtor.

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

**FIFTH 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 fifth interim order (this “Fifth Interim Order”) extending the Stay Period from the current Stay Expiration Date, September 29, 2025, until the earlier of entry of a final order by the District Court confirming or affirming the Joint 524(g) Plan or December 19, 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 Fifth 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 December 19, 2025 (the “Extended Stay Expiration Date”).

2. The Protected Parties are identified on **Exhibit 1** annexed hereto.

3. With the exception of the relief 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] (the “Stipulated Order”)-~~and~~, the Fourth Interim Order [Docket No. 900], and as otherwise set forth herein,² this Fifth Interim Order shall operate as a

² This Fifth Interim Order shall have no impact on the relief granted in the (i) Stipulated Order, granting relief from the third interim stay order to, among other things, allow all parties to four lawsuits involving claimants represented by Roussel & Clement to proceed against Insurers other than the “Certain Settling Insurers” to the extent permitted by applicable non-bankruptcy law and (ii) the Fourth Interim Order, permitting all parties to the following two (2) lawsuits to proceed against Insurers other than the Certain Settling Insurers to the extent permitted by applicable non-bankruptcy law:

- *Ditcharo v. Union Pacific Railroad Company, et al.*, Case No. 2022-10935 (Civil District Court for the Parish of Orleans, La.)
- *Simoneaux v. Taylor-Seidenbach, et al.*, Case No. 2:23-cv-04263 (E.D. La.)

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. Notwithstanding anything to the contrary in this Fifth Interim Order, all parties to the following three (3) lawsuits are allowed to proceed against Insurers other than the Certain Settling Insurers³ to the extent permitted by applicable non-bankruptcy law:

- *Cantrelle, Sr. v. Huntington Ingalls Incorporated, et. al.*, Case No. 24-cv-02102 (E.D. La.)
- *Duran, Jr. v. Huntington Ingalls Incorporated, et. al.*, Case No. 24-cv-01408 (E.D. La.)
- *Plaisance, Sr. v. Taylor-Seindenbach, Inc., et. al.*, Case No. 2:23-cv-05426 (E.D. La.)

5. ~~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 Fifth Interim Order, (b) the enforcement of any discovery order against the Protected Parties in any action stayed by this Fifth 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

³ For the avoidance of doubt, the Certain Settling Insurers include Continental Casualty Company, Fidelity & Casualty Company, Lexington Insurance Company, Granite State Insurance Company, the Insurance Company of the State of Pennsylvania, National Union fire Insurance Company of Pittsburgh, PA, and General Reinsurance Corporation.

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 .

6. ~~5.~~ Notwithstanding anything to the contrary in this Fifth 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 Extended Stay Period, without leave of the Court, to perpetuate the testimony of any person subject to this Fifth Interim Order who is not expected to survive the Extended Stay Period or who otherwise is expected to be unable to provide testimony if it is not perpetuated during the Extended 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 Fifth 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.

7. ~~6.~~ Nothing herein (a) alters, amends or otherwise modifies the terms and conditions of any of the Debtor’s insurance policies or related agreements, or (b) precludes or limits, in any

way, the right of any Insurer to contest and/or litigate the existence, primacy and/or scope of available coverage under any alleged applicable policy or to otherwise assert any defenses to coverage.

8. ~~7.~~ To the extent the Debtor requests that the Court extend the relief granted in this Fifth 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.

9. ~~8.~~ Entry of this Fifth 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 Fifth Interim Order.

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

11. ~~10.~~ 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 Fifth Interim Order.

12. ~~11.~~ 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

Tyler P. Brown (VSB No. 28072)
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

Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 9/28/2025 8:06:27 PM	
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Intelligent Table Comparison: Active	
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Modified DMS: iw://hunton.cloudimanage.com/DMS/352967624/4	
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Delete	10
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	36