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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 AN EIGHTH 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 REQUESTED[1]

1. To continue to protect both estate resources and available insurance coverage during the confirmation process of the proposed Joint 524(g) Plan, the Debtor hereby seeks entry of an eighth interim order, extending the Stay Period from the current Stay Expiration Date, June 19, 2026, until the earlier of entry of a final order by the District Court confirming or affirming the Joint 524(g) Plan or September 18, 2026 (the "Extended Stay Period"), staying parties from the

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

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 twenty-four (24) 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 appointed an official committee of unsecured creditors [Docket No. 69] (the "Committee").

7. On April 29, 2025, the Debtor and Committee filed the *Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code* [Docket No. 689] (as amended and modified by the filings at Docket Nos. 766, 1141 and 1185, and as may be further amended, modified or supplemented, the "Joint 524(g) Plan").

8. On October 31, 2025, this Court entered its *Proposed Findings of Fact and Conclusions of Law Regarding Confirmation of the Modified Amended Plan of Reorganization of Hopeman Brothers, Inc. Under Chapter 11 of the Bankruptcy Code and Approving Adequacy of the Disclosure Statement* [Docket No. 1267] (the "Proposed Findings"), recommending that the District Court approve the Joint 524(g) Plan under section 524(g) of the Bankruptcy Code.

9. Following the filing of objections by certain parties to the Proposed Findings and a response by the Plan Proponents to such objections, on January 7, 2026, the Clerk of the Bankruptcy Court transmitted the record to the District Court for the District Court to review the Proposed Findings and decide whether to approve the Joint 524(g) Plan under section 524(g) of the Bankruptcy Code. *See* Docket Nos. 1353 and 1407.

10. In response to a motion filed in the District Court by certain of the objecting parties seeking entry of an order compelling the Clerk of the Bankruptcy Court to transmit additional

[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.

documents to the District Court and adopt a protective order to govern sealed documents in connection with review of the Proposed Findings, on April 15, 2026, the District Court entered an Order granting such relief. *See* Docket No. 1452. The Clerk of the Bankruptcy Court, on April 20, 2026, transmitted the additional documents to the District Court. *See* Docket No. 1457.

11. As of the date hereof, the District Court has not yet made a decision regarding approval of the Joint 524(g) Plan.

B. Extended Stay Period

12. The Debtor filed this chapter 11 case to maximize its insurance assets for the benefit of all its creditors. Accordingly, to avoid wasting estate resources and depleting available insurance coverage during the pendency of this case, the Debtor has sought and obtained entry by this Court of seven interim orders (the "Prior 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 might otherwise drain coverage available for asbestos claims asserted or to be asserted against the Debtor. *See* Docket Nos. 35, 245, 622, 900, 1221, 1343, and 1436. The seventh interim stay order (the "Stay Period"), unless extended, expires on the earlier of entry of a final order by the District Court confirming or affirming the Joint 524(g) Plan or June 19, 2026 (the "Stay Expiration Date"). *See* Docket No. 1221.

13. The Debtor reasonably believed that the District Court would have made its decision regarding whether to approve of the Joint 524(g) Plan at this time. The Debtor, however, understandably has no influence over the timing of any such decision. Furthermore, given the recent order entered by the District Court granting the objecting parties' request to supplement the record, the Debtor now appreciates that it could take additional time for the District Court to fully review the Proposed Findings and related record.

14. Accordingly, the Debtor believes it is appropriate to file this Motion to further extend the Stay Period to prohibit commencement or continuation of asbestos-related claims against the Protected Parties that would diminish property of the estate during the confirmation process.

BASIS FOR RELIEF

15. The facts that supported the Court entering each of the Prior Interim Order 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 (i), on April 20, 2026 and in response to a motion to compel by certain objecting parties, the Clerk of the Bankruptcy Court transmitted additional documents to the District Court for the District Court to review the Proposed Findings and decide whether to approve the Joint 524(g) Plan under section 524(g) of the Bankruptcy Code, and (ii), as of the date hereof, the District Court has yet to make any such decision.

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

16. 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") and is fully incorporated herein by reference. *See* Motion to Stay, pp. 6-12; Omnibus Reply, pp. 10-18.

17. 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.[3] 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.

18. 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.

19. 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

20. 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).

[3] *See* 9.10.24 Hr'g Tr. at 166:17-167:19

21. 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.

22. Similar to the continued application of the stay discussed above, the facts that supported this Court's conclusion at both the September 10 and March 10 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

23. 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 that 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

24. 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 diminish or 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

25. 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.

26. 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.

27. 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

28. 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

29. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 3, 2026
Richmond, Virginia

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

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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.	:	

EIGHTH 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 eighth interim order (this "Eighth Interim Order") extending the Stay Period from the current Stay Expiration Date, June 19, 2026, until the earlier of entry of a final order by the District Court confirming or affirming the Joint 524(g) Plan or September 18, 2026 (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 Eighth 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 18, 2026 (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 certain of the Prior Interim Orders [Docket Nos. 900, 1221, 1343, and 1436],[2] this Eighth Interim Order shall operate as a

[2] This Eighth 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 Prior Interim Orders, permitting all parties to the following eleven (11) 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.);
- *Cantrelle, Sr. v. Huntington Ingalls Incorporated, et al.*, Case No. 24-cv-02102 (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. 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 Eighth Interim Order, (b) the enforcement of any discovery order against the Protected Parties in any action stayed by this Eighth 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.

- *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.); and
- *Leboeuf, Jr., et. al. v. Huntington Ingalls Inc., et al.*, Case No. 2024-04032 (Civil District Court for the Parish of Orleans, La)
- *Gomez v. Lamons Gasket Company, et al*, 2:23-cv-02850 (E.D. La.);
- *Morgan v. Huntington Ingalls Inc., et al.*, 2:25-cv-00612 (E.D. La.);
- *Larousse v. Taylor-Seidenbach, Inc., et al.*, 2:24-02870 (E.D. La.);
- *Rogers v. Taylor-Seidenbach, Inc.*, et al., 2:24-01268 (E.D. La.); and
- *Wilson v. Eagle, Inc., et al.*, 2:24-cv-01845 (E.D. La.)

5. Notwithstanding anything to the contrary in this Eighth 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 Eighth 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 Eighth 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. 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.

7. To the extent the Debtor requests that the Court extend the relief granted in this Eighth 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.

8. Entry of this Eighth 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 Eighth Interim Order.

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

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 Eighth Interim Order.

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

Dated: _____, 2026
Richmond, Virginia

UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

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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 Insoluations, 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
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	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
13	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

14	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
15	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
16	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
17	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

18	Prude v. Fidelity and Casualty Incurance 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
19	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
20	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
21	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

22	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
23	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
24	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