RECEIVED

Sep 15 2023

S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

———

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
Jean Hoefer Toal, Chief Justice (Ret.) and Acting Circuit Court Judge
Case No. 2020-CP-40-04385

———

Court of Appeals Appellate Case No. 2023-000252

———

Southern Insulation, Inc., through its Receiver, Peter D. Protopapas, ... Respondent,

vs.

OneBeacon Insurance Group, Ltd. (f/k/a White Mountains Insurance Group, Ltd., f/k/a CGU Insurance Company, f/k/a Commercial Union Corporation, f/k/a General Accident Insurance Company of America); OneBeacon Insurance Group LLC (n/k/a Intact Insurance Group USA LLC); R.V. Chandler & Associates, Inc.; Chandler Rental Properties, Inc.; Thomas S. Chandler; Jean B. Ownbey, as Trustee of the Thomas S. Chandler, Sr. Living Trust u/d 4/06/06; Gene N. Norville; the South Carolina Property and Casualty Insurance Guaranty Association; Trebuchet US Holdings, Inc.; Trebuchet Investments Limited; Trebuchet Group Holdings Limited (f/k/a Armour Group Holdings Limited); Brad S. Huntington, individually; and John C. Williams, individually,

Of which OneBeacon Insurance Group, Ltd. (f/k/a White Mountains Insurance Group, Ltd., f/k/a CGU Insurance Company, f/k/a Commercial Union Corporation, f/k/a General Accident Insurance Company of America); OneBeacon Insurance Group LLC (n/k/a Intact Insurance Group USA LLC); Trebuchet US Holdings, Inc.; Trebuchet Investments Limited; Trebuchet Group Holdings Limited (f/k/a Armour Group Holdings Limited); Brad S. Huntington, individually; and John C. Williams, individually, are the .....Appellants.

———

APPELLANTS' JOINT REPLY IN FURTHER SUPPORT OF PETITION FOR WRIT OF CERTIORARI

———

INTRODUCTION

In its Return to Petitioners' Petition for Certiorari, Respondent Southern Insulation, Inc. ("Southern") makes clear that it seeks to take a wrecking ball to the Uniform Insurance Rehabilitation and Liquidation Act, S.C. Code Ann. § 38-27-10 *et seq.* ("IRLA" or "the Act"), which, along with versions of the IRLA enacted in other states, allows for orderly liquidation, including marshalling and distributing assets of insurers in liquidation. Bedivere Insurance Company ("Bedivere"), previously owned by Intact and then by Trebuchet,[1] is in liquidation under the supervision of the Commonwealth Court of Pennsylvania, where Bedivere is domiciled. Pennsylvania, like South Carolina, has enacted an IRLA providing for reciprocal assistance in orderly liquidation of insurers. Under S.C. Code Ann. § 38-27-430(a), South Carolina courts must give full faith and credit to injunctions in liquidation orders from reciprocal states. The Bedivere Liquidation Order[2] enjoins actions seeking a preference to assets of Bedivere and asserts exclusive jurisdiction in the Pennsylvania Commonwealth Court over determinations of whether assets belong to Bedivere and the order and priority of any claims against Bedivere. In contrast, Southern contends that it is entitled to assert priority claims to what it alleges are assets of Bedivere in a separate court.

[1] Petitioners Intact Insurance Group USA Holdings Inc. (sued herein as OneBeacon Insurance Group, Ltd.) ("Intact Inc.") and Intact Insurance Group USA LLC (sued herein as OneBeacon Insurance Group LLC) ("Intact LLC") are collectively referenced as "Intact." Petitioners Trebuchet US Holdings, Inc., Trebuchet Investments Limited, Trebuchet Group Holdings Limited (f/k/a Armour Group Holdings Limited), Brad S. Huntington, individually, and John C. Williams, individually are collectively referenced as "Trebuchet."

[2] "Liquidation Order" refers to the Bedivere Order of Liquidation in the Commonwealth Court of Pennsylvania. A copy of the Liquidation Order is attached as Exhibit 2.A to the Intact Return filed in the South Carolina Court of Appeals. *See* Petition for Certiorari at p. 4 & n.6.

Southern also seeks to avoid a determination—after appropriate merits briefing—of the very question whether its Second Amended Complaint ("SAC")[3] contravenes the Liquidation Order. In this case, the Court of Appeals decided the *merits* of the appeal—whether the Liquidation Order bars Southern's lawsuit against Petitioners—on a motion to dismiss Petitioners' appeal. It is undisputed that Petitioners appealed on the basis that the Liquidation Order and injunction bars Southern's lawsuit, and that this Court held in *Williams v. Northwestern Security Life Ins. Co.,* 307 S.C. 462, 415 S.E.2d 809 (1992) ("*Williams*") that a trial court's refusal to dismiss a case under a similar liquidation order and injunction was subject to immediate appeal on its merits. Accordingly, and as set forth further below, Petitioners respectfully submit that this Court should grant certiorari and vacate the order dismissing Petitioners' appeals so they can proceed on the merits.

THE LIQUIDATION ORDER

Southern's Return skips over critical provisions of the Liquidation Order, which plainly bars its action in South Carolina. Contrary to Southern's contentions, the Liquidation Order does not merely bar actions against Bedivere or the Liquidator. Instead, under the Liquidation Order:

- "The Liquidator is vested with title to all property, assets, contracts and rights of action ("assets") of Bedivere of whatever nature and wherever located." (¶4)
- "All assets of Bedivere are hereby found to be *in custodia legis*" of the Commonwealth Court of Pennsylvania. (¶4)
- The Commonwealth Court of Pennsylvania asserts "*in rem* jurisdiction over all assets wherever they may be located and regardless of whether they are held in the name of Bedivere or in any other name," "exclusive jurisdiction over all determinations as to whether assets belong to Bedivere or to another party," "exclusive jurisdiction over all determinations of the validity and amounts of claims against Bedivere," and "exclusive jurisdiction over the determination of the priority of all claims against Bedivere." (¶4)

[3] Southern has moved in the Court of Common Pleas for leave to file a "Restated Second Amended Complaint" (the "RSAC"). The RSAC fails to change key allegations that contravene the Liquidation Order. *See infra* pp. 4–6.

- Absent written consent, "no action at law or in equity, including but not limited to, . . . the filing of any judgment, attachment, garnishment, lien or levy of execution process against Bedivere or its assets, shall be brought against Bedivere or the Liquidator . . . ." (¶13)

- "All secured creditors or parties, pledges, lienholders, collateral holders or other persons, claiming secured, priority or preferred interests in any property or assets of Bedivere, are hereby enjoined from taking any steps whatsoever to transfer, sell, assign, encumber, attach, dispose of, or exercise, purported rights in or against any property or assets of Bedivere . . . ." (¶14).

ARGUMENT

I. SOUTHERN SEEKS PRIORITY INTERESTS IN THE ASSETS OF BEDIVERE IN VIOLATION OF PARAGRAPH 14 OF THE LIQUIDATION ORDER.

Southern seeks to evade the clear injunction contained in paragraph 14 of the Liquidation Order by claiming that it "is an unsecured creditor of Bedivere and does not claim any secured, priority or preferred interest in *any particular assets of Bedivere*." Return at 11, n.9 (emphasis added). That Southern makes this crucial argument only in a footnote and is unable to develop it is telling of the lack of merit in Southern's position.

In reality, the very premise of Southern's SAC and RSAC is to seek priority over other policyholders and creditors of Bedivere who are pursuing their claims in the Liquidation being conducted under the supervision of the Commonwealth Court in Pennsylvania, where Southern acknowledges it has filed proofs of claim.

The allegations in Southern's Second Amended Complaint make clear that it seeks assets that it contends rightfully belong to Bedivere:

- "Upon information and belief, through a complex series of transactions, OneBeacon [Intact] *asserted dominion over OneBeacon Insurance Company* [Bedivere] *and usurped its assets*. Upon information and belief, OneBeacon treated itself to enormous dividends and systematically stripped OneBeacon Insurance Company of its capital." (SAC ¶ 38)(emphasis added);

- "[L]arge amounts of capital previously supporting the Insurance Policies [had] been *stripped out of OneBeacon Insurance Company* by OneBeacon in advance of the Transaction." (SAC ¶ 45) (emphasis added);

- "OneBeacon *stripped assets of OneBeacon Insurance Company, later named Bedivere*, including its subsidiaries, leaving Southern's Insurance Policies without the financial support needed to pay the claims of Southern." (SAC ¶ 124)(emphasis added);

- "Upon information and belief, in executing the transfers from OneBeacon Insurance Company, OneBeacon and/or its other affiliates *acquired and retained substantial assets of OneBeacon Insurance Company* and the benefits drawn therefrom to the detriment of Southern." (SAC ¶ 154)(emphasis added);

- "By effectuating the Merger, the Trebuchet Defendants made *Bedivere's assets* subject to the liabilities and obligations of EFIC, Lamorak, and Potomac II, to the detriment of Southern." (SAC ¶ 81)(emphasis added);

- "The obvious and direct consequence of the foregoing actions of the Trebuchet Defendants was that Potomac policyholders and other creditors would not be able to claim against significant *assets previously owned by Bedivere*." (SAC ¶ 88)(emphasis added).[4]

It could not be clearer that, through its action in the Court of Common Pleas, Southern seeks priority or preferential interests—ahead of other policyholders and creditors claiming in the Liquidation—to assets of Bedivere, in direct violation of the injunctive provisions of paragraph 14 of the Liquidation Order, which enjoins all persons "claiming secured, priority or preferred interests in any property or assets of Bedivere, . . . from taking any steps whatsoever to . . . exercise,

[4] Southern tacitly admits at p. 15, n.12 of its Return that the SAC seeks remedies based on *Bedivere's* alleged assets, contending that it is seeking to "restate" the SAC to "eliminate unnecessary alternative remedies." All of the quotations set forth above remain in the proposed RSAC, though some are in re-numbered paragraphs. The SAC is even more blunt about seeking Bedivere's assets, including "an attachment … against the assets fraudulently transferred from OneBeacon Insurance Company to OneBeacon or its other affiliates," SAC ¶ 135(a), and "an attachment, or other provisional or post trial remedy, against the assets owned by Bedivere prior to the Merger, such that a portion of these assets may be used to satisfy the Insurance Policy obligations to Southern." SAC ¶ 148(a). Accordingly, Southern's claims seek to usurp assets belonging to the Liquidator and in the jurisdiction of the Commonwealth Court under ¶ 4 of the Liquidation Order and seek judgment against Bedivere's assets in violation of ¶ 13 of the Liquidation Order. As shown above, Southern's elimination of a few blatant allegations is a fig leaf incapable of concealing that Southern seeks preference to assets allegedly belonging to Bedivere.

purported rights in or against any property or assets of Bedivere . . . .” Southern’s pretense to the contrary is specious. Southern provides no basis to distinguish its injury arising from the Bedivere liquidation from injury sustained by all other innocent policyholders and creditors. Accordingly, the circuit court’s denial of Petitioners’ motion to dismiss falls squarely within *Williams* and is subject to immediate appeal.

The Bedivere Liquidator likewise concluded that the SAC violates the Liquidation Order: “Relying on alleged injuries to Bedivere and alleged injuries common to Bedivere’s policyholders, the Operative Complaint asserts causes of action that, if valid, belong to Bedivere—i.e., causes of action that are assets of the Bedivere estate—against the Intact defendants and the Trebuchet defendants.” Liquidator’s Application ¶ 19. “Moreover, the Liquidation Order expressly prohibits any persons claiming a ‘secured, priority or preferred interest in any property or assets of Bedivere’ from taking any action ‘to transfer, sell, assign, encumber, attach, dispose of, or exercise, purported rights in or against any property or assets of Bedivere . . . .’” Liquidation Order at ¶ 14. The Operative Complaint [SAC] engages in the very actions forbidden by this provision. Liquidator’s Application ¶ 46. Although the Commonwealth Court denied the Liquidator’s Application for Rule to Show Cause for specific relief, it did so without any reasoned opinion, and without any ruling concerning the Liquidator’s contentions that Southern’s claims, if valid, belong to Bedivere. Southern wrongly asserts that “courts from different jurisdictions have now effectively reached the same conclusion—Petitioners are not protected by the Liquidation Order.” Return at p. 3. The Commonwealth Court reached no such conclusion, but merely denied a specific application for relief.

II. THE COURT OF APPEALS' DISMISSAL OF THE APPEAL FAILED TO ALLOW FOR BRIEFING AND CONSIDERATION ON THE MERITS.

As set forth in the Petition for Writ of Certiorari, an appeal under S.C. Code Ann. § 14-3-330(4) is allowed immediately from an order where the parties dispute the application of an injunction and its impact on the case. *See also* 24 S.C. Jur. *Rules of Civil Procedure* § 12.2 ("if a motion to dismiss is based on an injunction issued by the court of another state, then the denial will be immediately appealable under the clear terms of section 14-3-330(4)") (citing *Williams*, 307 S.C. at 464, 415 S.E.2d at 810). Although Southern devotes a substantial portion of its Return to arguments that denials of motions to dismiss are not generally subject to interlocutory appeal, it cites no cases holding that motions to dismiss based on sister state injunctions are not subject to interlocutory appeal.[5] There is no doubt that Petitioners based their motions to dismiss on the injunction included in the Liquidation Order from the Commonwealth Court of Pennsylvania. Thus, the only remaining issue is the *merits* question of whether the Liquidation Order bars Southern's claims. The Court of Appeals erred in dismissing Petitioners' appeal without full briefing and consideration of that merits question. As set forth in the Petition for Writ of Certiorari and this Reply, on the merits it is clear that the circuit court erred in refusing to enforce the Liquidation Order. Further, that issue must be considered on the merits, after full briefing on the merits. The Court of Appeals failed to do so.

III. SOUTHERN FAILS TO DISTINGUISH NUMEROUS CASES GIVING FULL FAITH AND CREDIT TO OUT OF STATE LIQUIDATION ORDERS BARRING CLAIMS LIKE THOSE MADE BY SOUTHERN.

Southern argues in its Return that neither *Williams* nor *Antinopoulos v. DS Contractors, Inc., et al.*, C.A. No. 2001-CP-10-00632 (Order Granting Motion of Defendant Parex, Inc. for

[5] Southern alleges that Petitioners seek to "delay discovery." Notwithstanding their objections and continued pursuit of rights on appeal and reservation of rights, Petitioners have participated in discovery in good faith, producing thousands of pages of materials.

Stay) (Charleston Cnty. Ct. Comm. Pl. Oct. 8, 2003)—both of which follow South Carolina law and policy in giving effect to sister state liquidation orders—are squarely on point. *See* Return at 9–10. But Southern cites no South Carolina case refusing to honor an out-of-state liquidation order or holding that such refusal is not subject to immediate appeal under S.C. Code Ann. § 14-3-330(4). Southern also fails to distinguish *Boedeker v. Rogers*, 746 N.E.2d 625, 635-36 (Ohio App. Ct. 2000), *Corcoran v. Frank B. Hall & Co., Inc.*, 545 N.Y.S.2d 278, 284-85 (1st Dept. 1989), *Brooklyn Union Gas Co. v. Century Indem. Co.*, No. 403087/2002, 2005 N.Y. Slip Op. 30325 at *6–7 (N.Y. Sup. Ct. Jan. 10, 2005), or *Consolidated Edison Co. v. Am. Home Ins. Co.*, No. 600527/01, Slip Op. at 2, 2005 N.Y. Misc. LEXIS 8439 *1 (N.Y. Sup. Ct. Mar. 29, 2005), each of which dismissed under state IRLA statutes policyholder claims against third parties that allegedly caused insurers to become insolvent. Those cases reflect the interstate compact permitting domiciliary states to manage liquidation proceedings, including through injunctions.

IV. BY PLEADING ALTER EGO AND SINGLE BUSINESS ENTERPRISE, SOUTHERN IS SUING BEDIVERE IN VIOLATION OF ¶ 13 OF THE LIQUIDATION ORDER.

Southern engages in spectacular contortions seeking to avoid the clear import of its alter ego and single business enterprise theories: that its claims against Petitioners are claims against Bedivere. "Southern requests a finding that OneBeacon and the Trebuchet Defendants are the alter egos of OneBeacon Insurance Company and Bedivere for purposes of the Insurance Policies for Southern and that OneBeacon and the Trebuchet Defendants are, therefore, liable and obligated to perform and pay under the obligations of those Insurance Policies to Southern and for the benefit of Southern for Asbestos Claimants." SAC ¶ 174.

Southern ignores that the very premise of alter ego or single business enterprise is to ignore the formal separation of corporate entities and treat them as one and the same. *See Pertuis v. Front*

Roe Rests., Inc., 423 S.C. 640, 652–53, 817 S.E.2d 273, 279 (2018). Here, Southern's ploy is particularly obvious: it seeks to recover from Petitioners, as former parents, for benefits allegedly due under policies issued by Bedivere, as if Petitioners were Bedivere:

- "The singular structure, finance, and operation demonstrates that the companies within OneBeacon and its affiliates and within the Trebuchet Defendants and their affiliates were not operated as separate entities." SAC ¶ 178.

- "[F]undamental unfairness would result from recognition of OneBeacon Insurance Company and Bedivere as separate corporate entities from OneBeacon and the Trebuchet Defendants." SAC ¶ 181.[6]

- "OneBeacon and the Trebuchet Defendants are bound by the terms of these insurance contracts as OneBeacon Insurance Company's and Bedivere's alter egos." SAC ¶ 182.

Southern should not be heard to plead with one breath that Petitioners and Bedivere are one and the same and with the next assert that it is not asserting claims against Bedivere.

A. Alter Ego Does Not Bar Claims by the Liquidator.

Southern argues that the Liquidator could not pursue alter ego claims, and in doing so misrepresents *In re RCS Engineered Prod. Co., Inc.*, 102 F.3d 223, 225 (6th Cir. 1996), *see* Return at 12, which considers alter ego under Michigan law and acknowledges that other states have different alter ego law, citing *In re Lee Way Holding Co.*, 105 B.R. 404, 410–12 (Bankr. S.D.Ohio 1989) (concluding that subsidiary has standing to assert alter ego claim against parent company under Ohio law). *See also Phar-Mor, Inc. v. Coopers & Lybrand*, 22 F.3d 1228, 1240 & n.20 (3d Cir. 1994) ("Because piercing the corporate veil or alter ego causes of action are based upon preventing inequity or unfairness, it is not incompatible with the purposes of the doctrines to allow a debtor corporation to pursue a claim based upon such a theory.").

[6] In an effort to escape the consequences of alleging that Petitioners are alter egos and a single business enterprise with Bedivere, Southern argues exactly the opposition in its Return: "Petitioners are separate and distinct legal entities from Bedivere with their own assets . . . ." Return at 12.

Alvarez v. Ward, cited by Southern at Return p. 12, n.10, succinctly demolishes Southern's arguments:

> [W]hether an alter ego claim is the property of the estate and can be brought by the trustee, is a question of state law.
>
> North Carolina law, like Virginia law, treats a corporation and its alter-ego as "one and the same . . . ." Consistent with the Fourth Circuit's holding in *Pappas*, a corporation has an interest in the assets of its alter ego, and, thus, an alter ego claim is the property of the estate for purposes of Section 541(a)(1). "[I]n North Carolina, alter ego claims, which are based on factors which establish that the controlled corporation and the alter ego have the same identity, belong to the bankruptcy estate and must be prosecuted by the trustee."
>
> A plaintiff, however, may allege a direct cause of action against the alter ego that is not subject to the bankruptcy stay. Such a claim *must allege a particular injury to Plaintiffs that is directly traceable to the conduct of the Defendants rather than from the harm resulting from the secondary effects of the injury* by Defendants to LR Buffalo Creek and Land Resource.

Alvarez v. Ward, No. 1:11CV03, 2011 WL 7025906, at *3–4 (W.D.N.C. Oct. 17, 2011), report and recommendation adopted, No. 1:11CV03, 2012 WL 113567 (W.D.N.C. Jan. 13, 2012) (citations omitted, emphasis added). *Alvarez* continued:

> To the extent that Plaintiffs assert claims against Defendants based on a theory that they exercised complete control and dominion … and operated LR Buffalo Creek as a sham corporation and as their alter ego, such claims belong to the estate and must be asserted by the trustee. … Similarly, Plaintiffs claims that are based on the alleged siphoning of funds from LR Buffalo Creek and Land Resource are also property of the estate. *See Holcomb*, 120 B.R. at 42 ("plaintiffs' alter ego claims allege injury to creditors in general, i.e., secondary conduct, because the defendants allegedly looted [the corporation's] assets and otherwise destroyed it as a viable corporation.").

Id. at *4. *Alvarez* recommended that the Plaintiff's Complaint be dismissed, and the District Court did so. *Id.* at *5, report and recommendation adopted, No. 1:11CV03, 2012 WL 113567 (W.D.N.C. Jan. 13, 2012).

Just so here. Southern claims injuries based only on Petitioners' alleged actions that left Bedivere insolvent, which leave all innocent policyholders and creditors in exactly the same

position as Southern, which sued Petitioners in the circuit court to jump the line and obtain priority to assets of Bedivere, in contravention of the IRLA and Liquidation Order. *See* Liquidation Order ¶¶ 4, 13, 14.

Southern likewise overlooks that the Liquidator could sue Petitioners in the name of Bedivere without the need to allege alter ego if they had "stripped assets" as Southern alleges. *See* 40 P.S. § 221.23(12).

B. *In Pari Delicto* Provides No Basis for Southern's Claims.

Southern's assertion that the Liquidator would be barred from asserting claims against Petitioners under the doctrine of *in pari delicto* is mere speculation and is refuted by the cases cited above. Southern's reliance on *In re Refco Sec. Litig*., 2011 U.S. Dist. LEXIS 103129 (S.D.N.Y. 2011), *see* Return at pp. 15–16, is likewise misplaced. Reviewing prior opinions, the *Refco* court found that Plaintiff's injuries were "'secondary' and so should not be permitted to proceed in the first instance—and should not be permitted to proceed ever if the one who suffered the primary injury obtains recovery." *Id.* at 48. The *Refco* court held that the plaintiffs there had standing to bring their "secondary" or "indirect" damages claims only because "it has *already been held* by Judge Rakof that the indirect-damage standing bar has been lifted *now that the Refco Trustee has been barred* from bringing Refco's claims." *Id.* at *66 (emphasis added). In other words, under the *Refco* standard, Southern can bring claims only after the Liquidator attempts to do so and is adjudged to be barred. None of this has happened in the instant case.

CONCLUSION

The Court of Appeals overlooked relevant facts and law in granting the motion to dismiss this appeal. As set forth above, under S.C. Code Ann. § 14-3-330(4) and *Williams*, the Trial Court Order is immediately appealable because it refused an injunction. Moreover, Southern alleged

more than just wrongdoing by Petitioners; it also alleged causes of action that, if successful, would entitle Southern to recover the assets of Bedivere as a preference over Bedivere's other, similarly situated policyholders; and thus, Southern's claims implicate the Liquidation Order. Petitioners respectfully request this Court grant this Petition for a Writ of Certiorari and vacate the order dismissing Petitioners' appeals so that this appeal can proceed on the merits.

CALLISON TIGHE & ROBINSON, LLC

s/ Demetri K. Koutrakos
Demetri K. Koutrakos, SC Bar No. 11318
Harry A. Dixon, SC Bar No. 103509
1812 Lincoln Street, Suite #200 (29201)
P. O. Box 1390
Columbia, SC 29202-1390
Telephone: 803-404-6900
Email: jimkoutrakos@callisontighe.com
Email: harrydixon@callisontighe.com

SAUL EWING LLP
Paul M. Hummer (admitted *pro hac vice*)
Sean T. O'Neill (admitted *pro hac vice*)
Saul Ewing LLP
Centre Square West
1500 Market Street, 38th Floor
Philadelphia, PA 19102-2186
Telephone: 215-972-7777
Email: paul.hummer@saul.com
Email: sean.oneill@saul.com

John A. Basinger (admitted *pro hac vice*)
1270 Avenue of the Americas
New York, NY 10020
Telephone: 212-980-7200
Email: john.basinger@saul.com

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY and POPEO, P.C.
Deirdre G. Johnson (admitted *pro hac vice*)
555 12th Street NW
Suite 1100
Washington, DC 20004
Email: dgjohnson@mintz.com

Attorneys for Petitioners Intact Insurance Group USA Holdings Inc. and Intact Insurance Group USA LLC

AND

HAYNSWORTH SINKLER BOYD, P.A.

By: s/Robert Y. Knowlton
Robert Y. Knowlton, S.C. Bar No. 3589
Elizabeth H. Black, S.C. Bar No. 76067
1201 Main Street, 22nd Floor (29201)
P. O. Box 11889
Columbia, SC 29211-1889
Telephone: 803-779-3080
Email: bknowlton@hsblawfirm.com
Email: eblack@hsblawfirm.com

-and-

STRADLEY RONON STEVENS & YOUNG, LLP
Jeffrey D. Grossman, PA ID No. 78337
(admitted *pro hac vice*)
2005 Market Street, Suite 2600
Philadelphia, PA 19103
Telephone: 215-564-8061
Email: jgrossman@stradley.com

Attorneys for Petitioners Trebuchet Investments Limited; Trebuchet Group Holdings Limited (f/k/a Armour Group Holdings Limited); Trebuchet US Holdings, Inc.; Brad S. Huntington, individually; and John C. Williams, individually

September 15, 2023