



# CLEMENT RIVERS, LLP

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**RECEIVED**

February 21, 2025

**Feb 21 2025**

**S.C. SUPREME COURT**

**VIA EMAIL ONLY**

Honorable Patricia A. Howard, Clerk  
South Carolina Supreme Court  
P. O. Box 11330  
Columbia, SC 29211-1330  
[supctfilings@sccourts.org](mailto:supctfilings@sccourts.org)

Re: John A. Tibbs and Margaret B. Tibbs v. 3M Company, et al.  
Appeal Case No.: 2023-001461  
Underlying Case No.: 2023-CP-40-01759  
YCR File: 17800-20230595

Dear Ms. Howard:

Pursuant to Rule 208(b)(7) of the South Carolina Appellate Court Rules, Appellant Asbestos Corporation Limited writes to notify the Court of decisions pertinent to the above-referenced appeal, which was argued on February 11, 2025.

1. *Howard v. Allen*, 254 S.C. 455, 460-61, 176 S.E.2d 127, 129 (1970) (holding under South Carolina law that third-party liability insurance policies were not “property” of the out-of-state defendant-insured that a tort plaintiff could attach prior to obtaining a judgment against the insured for alleged tortious conduct in South Carolina because the insurer’s payment obligations remain “inchoate, conditional, [and] contingent” until entry of a judgment imposing liability against the insured). This opinion is relevant to whether the circuit court erred in finding that ACL’s insurance policies were property within the State, which is discussed at pages 6-10 of Appellant’s brief and was the subject of several of the Court’s questions at oral argument.
2. *PCS Nitrogen, Inc. v. Cont’l Cas. Co.*, 436 S.C. 254, 264-65, 871 S.E.2d 590, 595 (2022) (reaffirming *Howard v. Allen* and explaining that, before judgment, “the duty to indemnify” is not “a debt subject to attachment” as property within the State, as “the insurer owes the insured nothing until the liability of the insured and the amount thereof has been determined” (cleaned up)). This opinion is relevant to whether the circuit court erred in finding that ACL’s insurance policies were property within the State, which is discussed at pages 6-10 of Appellant’s brief and was the subject of several of the Court’s questions at oral argument.

With best wishes and kindest regards, I am

Sincerely,

CLEMENT RIVERS, LLP



Stephen L. Brown

SLB/amj

Enclosures

cc: All counsel of record via email only