THE STATE OF SOUTH CAROLINA
In The Supreme Court

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S.C. SUPREME COURT

APPEAL FROM RICHLAND COUNTY
In the Court of Common Pleas
For the Fifth Judicial Circuit
The Honorable Jean H. Toal,
Acting Circuit Court Judge

Civil Action No. 2023-CP-40-01759

Appellate Case Nos. 2024-002116, 2024-000916, 2024-001499, 2024-002114, 2025-000052

John A. Tibbs and Margaret B. Tibbs,

Plaintiffs,

v.

3M Company; 4520 Corp., Inc.; A.O. Smith Corporation; A.W. Chesterton Company; ABB Inc.; Air & Liquid Systems Corporation; AIW-2010 Wind Down Corp.; Amentum Environment & Energy, Inc.; Anchor/Darling Valve Company; Armstrong International, Inc.; Asbestos Corporation Limited ASCO, L.P.; Atlas Asbestos Co.; Atlas Turner, Inc.; AWT Air Company, Inc.; Bahnson, Inc.; Banner Industries International, Inc.; Banner Industries, LLC; Banner Industries of N.E., Inc.; Barretts Minerals Inc.; Beaty Investments, Inc.; Bechtel Corporation; The Bonitz Company; Brand Insulations, Inc.; BW/IP Inc.; Canvas CT, LLC; Cape PLC; Carboline Company; CB&I Laurens, Inc.; Cleaver-Brooks, Inc.; Consolidated Electrical Distributors, Inc.; Copes-Vulcan, Inc.; Covil Corporation; Crane Instrumentation & Sampling, Inc.; Crosby Valve, LLC; Daniel International Corporation; Davis Mechanical Contractors, Inc.; Dezurik, Inc.; Duke Energy Carolinas, LLC; Duke Energy Corporation; Eaton Corporation; Ellington Insulation Company, Inc.; Emerson Electric Co.; Fisher Controls International LLC; Flame Refractories, Inc.; Lowserve Corporation; Flowserve US Inc.; Fluor Constructors International; Fluor Constructors International, Inc.; Fluor Daniel Services Corporation; Fluor Enterprises, Inc.; FMC Corporation; Foster Wheeler Energy Corporation; Gardner Denver Nash, LLC; General Boiler Casing Company, Inc.; General Cable Corporation; General Cable Industries, Inc.; General Electric Company; Gould Electronics Inc.; Goulds Pumps, Incorporated; Goulds Pumps LLC; Great Barrier Insulation Co.; Grinnell LLC; Hajoca Corporation; Howden North America Inc.; HPC Industrial Services, LLC; IMO Industries Inc.; ITT LLC; Joy Global Underground Mining LLC; K-Mac Services Incorporated; Metropolitan Life Insurance Company; Mine Safety Appliances Company, LLC; MP Supply, Inc.; The Nash Engineering Company; Occidental Chemical Corporation; Paramount Global; Patterson Pump Company; PECW Holding Company; Pfizer Inc.; Piedmont Insulation, Inc.; Plastics Engineering Company; Presnell Insulation Co., Inc.; Redco Corporation; Riley Power Inc.; Rockwell Automation, Inc.; RSCC Wire & Cable LLC; Schneider Electric USA, Inc.; Sequoia Ventures Inc.; Spirax Sarco, Incl; SPX Corporation;

Stafford Insulation Company; Standard Insulation Company of N.C., Inc.; Starr Davis Company, Inc.; Starr Davis Company of S.C., Inc.; Sterling Fluid Systems (USA) LLC; TE Wire & Cable, LLC; Thermo Electric Company, Inc.; Union Carbide Corporation; Valves and Controls US, Inc.; Velan Valve Corp.; Viking Pump, Inc; Vistra Intermediate Company LLC; The William Powell Company; Wind Up, Ltd.; Yuba Heat Transfer LLC; and Zurn Industries, LLC,

Defendants,

and

Cape PLC, individually and as successor in interest to Cape Asbestos Company Limited, by and through its duly appointed Receiver Peter D. Protopapas,

Third-Party Plaintiff / Respondent

v.

Anglo American PLC, individually and as successor in interest to Anglo American Corporation of South Africa Ltd.; DeBeers PLC; DeBeers Centenary AG; DeBeers Consolidated Mines Ltd.; DeBeers S.A.; DeBeers UK Ltd.; DeBeers Jewelers US, Inc.; Angle American US Holdings Inc.; Element Six US Corp.; Element Six Technologies US Corp.; Element Six Technologies (OR) Corp.; First Mode Holdings, Inc.; Platinum Guild International (USA) Jewelry Inc.; Forevermark US Inc.; Anglo American Crop Nutrients (USA), LLC; Charter Consolidated Ltd.; ESAB Corporation; Central Mining & Investment Corporation Ltd.; Cape Holdco Ltd.; The Law Debenture Corporation PLC; Cape Industrial Services Group Ltd.; Mohed Altrad; Altrad UK Ltd.; Cape UK Holdings Newco Ltd.; Altrad Services Ltd., f/k/a Cape Industrial Services Ltd.; Altrad Investment Authority SAS; Sparrows Offshore Group Ltd.; Hawk Bidco US Inc.; Arranco US, LLC; Sparrows Offshore, LLC; The Sparrows Group, LLC,

Third-Party Defendants,

of which

Mohed Altrad, Altrad Investment Authority SAS, Charter Consolidated Ltd., ESAB Corporation, and Central Mining & Investment Corporation Ltd. are the

Petitioners.

MOTION FOR SANCTIONS AS TO MOHED ALTRAD AND ALTRAD INVESTMENT AUTHORITY S.A.S.

Peter D. Protopapas, acting in his official capacity as the court-appointed Receiver for Cape PLC, individually and as successor in interest to Cape Asbestos Company Limited, n/k/a Cape Intermediate Holdings Ltd. (the "Receiver"), continues to be attacked relentlessly by the

Appellants and their counsel *for fulfilling his court-appointed obligations*.[1] These extraordinary attacks include an injunction order and a monetary judgment already levied against him, as well as threats of imprisonment, fines, and seizure of personal assets. Rather than defending their cases on the merits here, these foreign litigants have stonewalled South Carolina litigation while contemporaneously seeking unlawful relief against the Receiver from courts on foreign soils.

Armed with orders from these foreign courts, the Appellants continue to escalate their threats against the Receiver and his counsel. This has left the Receiver, an entity recognized as an arm of the Court, with no option other than to seek relief from this Court. The Receiver hereby moves the Court for sanctions against Third-Party Defendants Altrad Investment Authority S.A.S. and Mohed Altrad (the "Altrad Owners") and for such other relief as may be necessary to prevent the parties and their attorneys in the case from continuing to take actions in violation of South Carolina statutes, court rules, orders, and independent sovereignty.

As explained below, the Altrad Owners should be sanctioned for their violation of 1) this Court's instructions, the Receivership appointment order and other directives issued by the Circuit Court, 2) the *Barton* doctrine by instituting actions against the Receiver in England and France, and 3) their use of those proceedings to unlawfully intimidate the Receiver, the Receiver's

[1] The Receiver, as an officer of the Court, is entitled to immunity for carrying out the orders of the appointing court. *See Bey v. Seymour*, No. CV 3:14-2858-SB-BM, 2014 WL 11531783, at *1 (D.S.C. Nov. 6, 2014), aff'd sub nom. *El Bey v. Seymour*, 591 F. App'x 241 (4th Cir. 2015). As found by the Circuit Court in the November 5, 2024 *Park* Order, the Receiver's actions have been conducted within the scope of the Appointment Order. *See* R. at 1-4, Appointment Order, March 17, 2023, *Tibbs v. 3M Co.*, No. 2023-CP-40-01759 (S.C. Ct. Comm. Pleas); R. at 5-9, Order Granting Receiver's Motion to Clarify Order Appointing a Receiver for Cape PLC, Nov. 5, 2024, *Tibbs v. 3M Co.*, No. 2023-CP-40-01759 (S.C. Ct. Comm. Pleas).

counsel, the Receivership Court itself, and numerous non-party insurance companies with criminal prosecution to inappropriately impact civil litigation in violation of South Carolina law.[2]

The South Carolina Appellate Court Rules allow this Court to impose sanctions "as the circumstances of the case and discouragement of like conduct in the future may require." Rule 269, SCACR. Specifically, Rule 269 provides:

> Where an appeal, petition, motion or return is frivolous or taken solely for the purposes of delay, or is not in compliance with these Rules, the appellate court may upon its own motion or that of a party, after ten (10) days notice, impose upon offending attorneys or parties such sanctions as the circumstances of the case and discouragement of like conduct in the future may require.

The Court has broad authority to issue necessary sanctions against litigants in appeals before it pursuant to Rule 269. *See Fishbourne v. Murdaugh*, No. 3:24-CV-4472-JFA, 2025 WL 465751, at *3 (D.S.C. Feb. 11, 2025) (discussing this Court's jurisdiction to issue an order prohibiting a litigant from filing further collateral actions without permission of the Court pursuant to Rule 269 and Article V, § 4 of the South Carolina Constitution); *Assa'ad -Faltas v. Kittredge*, No. 3:22-CV-923-TLW-SVH, 2023 WL 5044697, at *6 (D.S.C. July 19, 2023), *report and recommendation adopted*, No. 3:22-CV-00923-TLW, 2023 WL 6632927 (D.S.C. Oct. 12, 2023), *aff'd sub nom. Assa'ad-Faltas v. Kittredge*, No. 23-2201, 2024 WL 3617558 (4th Cir. Aug. 1, 2024) (finding this Court appropriately held a litigant before the Court in contempt of its order and issued sanctions pursuant to Rule 269 and Article V, § 4).

[2] "A lawyer shall not present, participate in presenting, or threaten to present criminal or professional disciplinary charges solely to obtain an advantage in a civil matter'. Rule 4.5 RPC, Rule 407. See also S.C. Code Section 16-9-340 - Intimidation of court officials, jurors or witnesses (A) It is unlawful for a person by threat or force to:(1) intimidate or impede a judge, magistrate, juror, witness, or potential juror or witness, arbiter, commissioner, or member of any commission of this State or any other official of any court, in the discharge of his duty as such; or (2) destroy, impede, or attempt to obstruct or impede the administration of justice in any court.(B) A person who violates the provisions of subsection (A) is guilty of a felony and, upon conviction, must be fined not more than ten thousand dollars or imprisoned not more than ten years, or both.

DEFIANCE OF THE COURT'S JANUARY 16, 2025 ORDER

On December 16, 2024, the Receiver, in response to the Appellants' efforts to penalize him for defending these appeals and fulfilling his court-appointed obligations, filed a Motion for a Writ of Supersedeas and a Temporary Restraining Order and a Motion to Stay the filing deadlines pending resolution of the Motion for a Writ of supersedeas pursuant to the Order of Appointment ("TRO"). On January 16, 2025 this Court issued an order addressing the Receiver's TRO. The Court denied the motion noting that the issues raised by the Receiver would be addressed in a pending case involving a different Receivership (Atlas Turner) which had been set for oral arguments. The Court, however, addressed the threats being launched against the Receiver as follows:

> Any attempt by a foreign court to intervene in and threaten the participants in matters properly pending in the courts of South Carolina would be shocking and indefensible. The dispute giving rise to the English Court's attempt to intervene in these matters involves the appropriate reach of the Receiver appointed by the South Carolina Circuit Court-an issue this Court will hear during its February term of court and resolve after oral argument.
>
> As an independent judiciary in a sovereign independent state, we are well-equipped to decide the issues presented to us. In the interim, all parties shall comply with all scheduling orders and rules, and all proceedings in these matters will continue in the ordinary course in the circuit court and this Court.
>
> Having addressed the underlying and legitimate concerns of the parties related to the English Court Order, we conclude there is no reason for a writ of supersedeas to be issued in these matters. Therefore, we deny the Receiver's emergency motion for supersedeas and motion to stay the filing deadlines.[3]

Rather than refraining from this "indefensible" and "shocking" behavior, Third-Party Defendants Altrad Investment Authority S.A.S., Mohed Altrad, and their U.K. subsidiaries Cape Intermediate Holdings Limited and Cape plc (the "Altrad U.K. subsidiaries") escalated their efforts

[3] *Tibbs v. Cape plc.*, Appellate Case No. 2024-000916 at 5 (S.C. Jan. 16, 2025).

to obstruct the South Carolina courts and intimidate its duly appointed Receiver. During the pendency of these appeals, the Appellants have pursued proceedings in foreign countries and procured orders contrary to orders issued by South Carolina state and federal courts after the commencement of this litigation

First, the Altrad Owners and the Altrad U.K. subsidiaries initiated supplemental proceedings to pursue the more than £ 3.7 million (approximately $5 million) in costs and legal fees arising from their U.K. litigation against Mr. Protopapas personally.[4] Altrad is seeking to recover these sums from Mr. Protopapas personally based on his activities as a receiver appointed by a South Carolina trial court.[5] Even the English court that entered the November U.K. order identified "serious concerns over the amount of the costs. Counsels' fees, and the number of counsel engaged, require the proper attention of a costs judge, because I am not at all convinced that the fees and number of counsel can be justified."[6] Despite these concerns, on March 31, 2025, the English court ordered that Mr. Protopapas personally make a £ 1 million (approximately $1.35 million) interim payment to the Altrad U.K. subsidiaries within 28 days of entry of judgment.[7] As a result, on March 31, 2025, Altrad's U.K. lawyers at Signature Litigation wrote to Mr. Protopapas demanding that he "[m]ake payment to our clients of £1,000,000 on account of our client's costs in respect to the Proceedings within 28 days of service of this Order."[8]

Second, on April 8, 2025, the Altrad Owners, together with the Altrad U.K. subsidiaries, obtained an order from a court in Montpellier, France domesticating the U.K. November 2024

[4] R. at 9, Letter from Signature Litigation to P. Protopapas, Feb. 3, 2025.
[5] R. at 11, Order of Justice Mann, *Cape Intermediate Holdings Ltd. & Cape PLC v. Protopapas*, Claim No. BL-2024-001337 (Bus. & Prop. Cts. (Ch.D.) Sept. 6, 2024) (U.K.).
[6] R. at 12.
[7] R. at 11-12.
[8] R. at 14, Signature Litigation letter to P. Protopapas, March 31, 2025.

order in France.[9] In the same order, the French court also ordered Mr. Protopapas personally to pay all costs associated with that action. Again, the Altrad Owners are presently parties -- actively pursuing numerous appeals in this Court.

Third, Signature Litigation wrote another demand letter to Mr. Protopapas on May 19, 2025, threatening him against responding to a new action filed by the Trustees of the Pittsburgh Corning Trust ("PCT") against Cape – in clear defiance of this Court's Order. The letter noted, "It follows that any attempt by you to take any steps in the PCT Claim would not only be a breach of the Order but would constitute a clear and deliberate contempt of the Order of the English Court. As you will know, this is an offence that **carries a criminal sanction**."[10] The letter further warned the Receiver that if he accepts service, he "would be made liable to compensate our clients for all present and future losses caused by your conduct. Such orders could then be enforced against you and your assets in all available jurisdictions."[11]

DEFIANCE OF THIS COURT'S MAY 21, 2025 ORDER

On May 21 2025, this Court entered a second order addressing Altrad's conduct in foreign courts. In *Welch v. Advance Auto Parts*, Op. No. 28284, this Court wrote of the U.K. order, "[s]hocking to American eyes, the English court enjoined the Receiver 'from acting or purporting

[9] *See* R. at 25, *Cape PLC & Others v. Protopapas,* Tribunal Judiciaire [TJ] Montpellier, No. 25/00122 (8 Apr. 2025) (Fr.) ("For these reasons, the Court shall rule publicly . . . PRONOUNCES exequatur and declares enforceable in France the order of the High Court of England and Wales dated 22 November 2204 against Peter Protopapas").

[10] R. at 35, Letter from Signature Litigation to P. Protopapas, May 19, 2025 (emphasis added).

[11] *Id.* Though Signature Litigation is not licensed to practice law in South Carolina (and repeatedly renews its claims that it is not practicing law in South Carolina or submitting to its jurisdiction), Appellants have employed them to coordinate with their South Carolina counsel to execute this ill-conceived strategy to obstruct justice in the South Carolina courts by obtaining foreign orders (under false pretenses) and then filing them in the South Carolina courts in an effort to threaten and intimidate the Receiver and his counsel if they dare to follow the trial court orders or participate in this appeal which they have brought before the Court.

to act for on behalf of' the English company in default, even in a South Carolina court."[12] Critically, this Court questioned the ability of a foreign court to interfere with this Court's jurisdiction: "Our respect and spirit of comity—not to mention our duty to follow the law—does not permit us to enjoin a court of another sovereign nation from interfering with our rulings on the propriety of a Receivership."[13]

On May 23, 2025, two days after the *Welch* decision, Signature launched another round of threats, but this time against the Receiver's counsel at Morgan Lewis & Bockius LLP ("Morgan Lewis"),[14] through the lawyers the Receiver's counsel has been forced to hire to represent it in England.[15] Even though Signature Litigation made clear that it understood that *only* Morgan Lewis lawyers in the United States represented the Receiver, and those lawyers *only* advised the Receiver on U.S. law,[16] Signature Litigation still sought to coerce the Receiver's counsel to abandon its legal and ethical obligations to the South Carolina court appointed Receiver, or face future litigation in London. Referencing their letter to Mr. Protopapas, Signature Litigation made clear

[12] *Welch* at 17.
[13] *Id.*
[14] Morgan Lewis serves as one set of counsel to the Receiver in this action. Because Morgan Lewis has offices in London, the firm was forced to hire independent counsel in England after its lawyers received its first threatening letter from Signature Litigation on November 27, 2024. *See* R. at 37-39, Letter from Signature Litigation to Morgan, Lewis, & Bockius, LLP, Nov. 27, 2024. In that letter, Signature Litigation threatened certain identified lawyers with imprisonment, fines, and seizure of personal assets – the same threats made to Mr. Protopapas personally, and to lawyers at two South Carolina law firms also representing the Receiver, Gallivan, White & Boyd P.A. and Smith Robinson LLC. Because Morgan Lewis operates a London office, the existential threat to the firm's ability to maintain its office and protect its lawyers mandated the firm's hiring of Quinn Emanuel as outside lawyers.
[15] R. at 40-42, Letter from Signature Litigation to Quinn Emanuel, May 23, 2025.
[16] R. at 41 ("Further, we note the suggestion in your letter that MLUS is advising Mr Protopapas only in relation to US law (and under which you assert that he is acting lawfully).").

that the threat of criminal contempt and tort liability extended to Morgan Lewis lawyers in the United States *and* in England.[17] Signature Litigation wrote:

> In this regard, you will no doubt be aware that (and will no doubt advise your clients that) the English Courts have held that **it is not a defence to properly brought contempt proceedings for a defendant to simply rely** either on the fact that they acted as a solicitor or agent or **on the fact that they were doing something in a foreign jurisdiction that was lawful in that foreign jurisdiction**.
>
> We therefore put your clients on notice that our clients intend to take any necessary steps to bring claims for injunctions and to recover any losses if Mr. Protopapas tortiously continues to purport to act as and in the name of our clients, and in particular if he participates in the PCT Claim in this purported capacity.
>
> Our clients intend to take all necessary steps to ensure that all third parties participating and supporting Mr Protopapas in any such tortious conduct—whether as joint tortfeasors, as parties to any conspiracy, or as participants on any equitable wrong—will be pursued to the fullest extent possible under English law.
>
> In this regard, you will no doubt be aware that (And will no doubt advise your clients that) a party being an agent or solicitor does not provide a defence to such claims.[18]

To be clear, these attacks from foreign soil emanate *solely* from the Altrad Owners' dissatisfaction and unwillingness to abide by a valid South Carolina Circuit order appointing a Receiver over an entity of which the South Carolina courts exercise jurisdiction.[19] This Court has described these international proceedings as "empty noise" and has rightly refrained from

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[17] *Id.* ("Nevertheless, we note that partners of MLUK remain partners of MLUS . . . Accordingly, any participants within MLUS or MLUK with the relevant knowledge and intention would be liable for contempt of court and our clients would be bound to consider bringing contempt proceedings against MLUS, MLUK and/or any other relevant participants.")

[18] *Id.* (emphasis added).

[19] Though this Court found that "As an independent judiciary in a sovereign independent state, we are well equipped to decide the issues presented to us. In the interim, all parties shall comply with all scheduling orders and rules, and all proceedings in these matters will continue in the ordinary course in the circuit court and this Court", the Altrad Owners do not believe they should be subject to jurisdiction in the South Carolina courts and, as such, unilaterally reject orders recognizing jurisdiction in South Carolina and permitting that Receivership proceedings may continue during the ordinary course in the circuit court and this Court.

interfering with courts of foreign jurisdictions. However, those principles of comity have not been reciprocated by the foreign courts. *See Welch* at 17 ("Shocking to American eyes, the English court enjoined the Receiver "from acting or purporting to act for or on behalf of" the English company in default, even in a South Carolina court"). While the South Carolina courts have refrained from attempting to control foreign courts, our courts do have the ability, and respectfully, an obligation, to enforce its orders and protect an arm of the South Carolina courts, the Receiver, against contemptuous behavior of litigants over whom the Court exercises personal jurisdiction. It is that power, the power to enforce the laws and orders of this state and the United States as to parties over which this Court exercises jurisdiction, that the Receiver respectfully implores this Court to enforce. See *Welch* at 16-17 citing *Restatement (Second) of Conflict of Laws § 53 cmt. a* (1971) ("A state which has judicial jurisdiction over a person is not limited to the issuance through its courts of a money judgment against him. The state may likewise order the person to do, or to refrain from doing, one or more acts. And the power of the state to make such an order is not affected by the fact that the acts called for are to be done in another state."). Id.

The Altrad Owners have and continue to defy this Court and the South Carolina Circuit Court without recourse. Their contemptuous behavior cast a dark shadow on the integrity of our legal system, encourages others to defy orders, impairs the Receiver's ability to fulfill his court-appointed duties, and has exposed the Receiver, an arm of the South Carolina courts, to personal monetary liabilities and potential criminal prosecution for following the orders of the South Carolina courts.

This Court has the power and jurisdiction to remedy the attacks on the Receiver and contempt for our court as it has jurisdiction over the parties committing these acts. They are the appellants in this case. Our courts have articulated no ambiguities as to the propriety of a party's

refusal to recognize a state court appointed Receiver and the long-recognized prohibitions against proceeding against the Receiver in another forum absent his consent or order of the Receiver Court.[20] In comparing the improper conduct of Atlas Turner with that of the parties in *Tibbs*, the Court explained "to shun the civil process of South Carolina's courts to the point of being declared in default and then fight the enforceability of the default judgment on what it perceives to be friendlier soil, That is in fact what an English company has done in another South Carolina asbestos case where the trial court appointed a Receiver." *Welch* at 16 . While comity may place restrictions on American courts' ability to reign in a foreign rogue proceeding, comity does not restrict this Court's ability to reign in a rogue litigant within its jurisdiction. *See Cannon v. Cannon*, 275 S.C. 424, 425, 272 S.E.2d 179, 179–80 (1980) ("That a court has the power to enforce its orders through a contempt citation cannot be disputed."), *Spartanburg Cnty. Dep't of Soc. Servs. v. Padgett*, 296 S.C. 79, 82–83, 370 S.E.2d 872, 874 (1988) (holding an act is willful for purposes of contempt if "'done voluntarily and intentionally with the specific intent to do something the law forbids, or with the specific intent to fail to do something the law requires to be done; that is to say, with bad purpose either to disobey or disregard the law" (quoting Black's Law Dictionary 1434 (5th ed.1979)).

[20] *See Protopapas v. Travelers Casualty & Surety Co.*, 94 F.4th 351, 358 (4th Cir. 2024) ("Exercising federal jurisdiction over a suit by or against a state-appointed receiver, who functions as an "arm" or "executive" of the state-receivership court, would infringe on the state court's control over the receivership assets—its exclusive jurisdiction. Thus, as a matter of comity, as well as custom, the *Barton* doctrine rests on this exclusivity of the state receivership over the assets before it as a matter of jurisdiction, and indeed we have confirmed as much. *See, e.g., Conway* [*v. Smith Dev., Inc.*], 64 F.4th [540,] 545 [4th Cir. 2023] (noting that "Barton concerns subject-matter jurisdiction"); *McDaniel* [*v. Blust*], 668 F.3d [153,] 156 [4th Cir. 2012] (noting that "[t]he Supreme Court established in Barton that before another court may obtain subject-matter jurisdiction over a suit filed against a receiver for acts committed in his official capacity, the plaintiff must obtain leave of the court that appointed the receiver")).

THE ALTRAD OWNERS' PATTERN OF BEHAVIOR DESPITE UNDERSTANDING THE BARTON DOCTRINE

A. The Altrad Owners pay U.K. asbestos plaintiffs for asbestos claims through a trust, but actively avoid those same liabilities in the United States.

At the heart of the Altrad Owners' contumacious behavior is the desire to avoid what may be billions of dollars in liability to U.S. asbestos plaintiffs who used or were exposed to raw asbestos fibers sold by Cape into the U.S. market. When Cape made the conscious decision to withdraw from the U.S. market in the late 1970s to avoid U.S. litigation, its General Counsel, Anthony Penna, determined that Cape "should take a risk on the UK enforceability and withdraw" to avoid the "U.S. product liability cult."[21]

Altrad purchased Cape in 2017, more than ten years after the company had established a compensation fund for its U.K. employees who were exposed to asbestos through a Scheme of Arrangement.[22] In the years since the acquisition, Altrad has continued to acknowledge Cape's asbestos liabilities—and reaffirm its responsibility for them. For example, in its annual report for the year ended August 31, 2022, Altrad Services Ltd. (a member of the Altrad Group and another Third-Party Defendant against which default has been entered) not only acknowledged Cape's responsibility for harm from asbestos exposure, reporting that the Altrad Group had set aside £118

[21] *See* R. at 43, Cape General Counsel A. Penna telex to Lord Bissell in Chicago, July 4, 1977, Cape_Receiver_00133865 ("We here, having heard more disturbing information recently about the value of Texas awards are rapidly coming to the conclusion that Cape and Cape Fibres should take a risk on the UK enforceability and withdraw, as in practice we cannot foresee any court or government here enforcing a judgment which would have enormous financial and employment repercussions, when we really cannot be said to have a moral responsibility and are simply victims of the US product liability cult.").

[22] Altrad's 2017 Annual Report acknowledged Cape's establishment (pursuant to a Scheme of Arrangement) of a compensation fund in 2006 for its employees who were exposed to asbestos. R. at 47, Altrad Annual Report (2017), at Cape_Receiver_00040530.

million to address certain ***non-U.S.*** historical claims relating to asbestos exposure, but also disclosed AIA's letter of support of it as a going concern.[23] That 2022 annual report stated that AIA "manages risk at a Group level"[24] and further acknowledged that "[m]any of [AIA's] operating environments have associated health and safety risks," including Cape: "The Company [Altrad Services Ltd.] is maintaining a provision in respect of lodged and future industrial disease claims for which the Board of Directors of Cape plc believes the Group to be liable, arising on alleged exposure to previously manufactured asbestos products."[25] The Altrad Group thus made a £118.1 million provision of funds to address certain non-U.S. historical asbestos claims that reportedly "captured all expected material industrial disease scheme liabilities for which the Board believes ***the Group may become liable***" (the "Provision of Funds").[26]

The Pittsburgh Corning Trust lawsuit, which precipitated the most recent wave of threatening letters from Signature Litigation in clear contravention of this Court's Orders, represents the possibility that the Altrad Owners may be required to face liabilities for Cape they have avoided for more than four decades.

B. The Altrad Owners are aware of the Barton doctrine and its application to this Receivership.

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[23] R. at 100, Altrad Services Limited Annual Report and Financial Statements for the Year Ended 31 August 2022, at Cape_Receiver_00248438 ("The Group continues to receive claims, from both individuals and insurance companies, in connection with historical alleged exposure to asbestos. Where claims are determined to have merit, the costs are provided for and claims are settled in the ordinary course, otherwise claims are defended.").

[24] R. at 53.

[25] R. at 54.

[26] R. at 100 (emphasis added); *see also* Joshua Stein, *Altrad Makes £118m Provision for Asbestos Claims*, Construction News (Apr. 14, 2023), *Available at* https://www.constructionnews.co.uk/health-and-safety/altrad-makes-118m-provision-for-asbestos-claims-14-04-2023/#:~:text=Altrad%20has%20set%20aside%20%C2%A3,historic%20alleged%20exposure%20to%20asbestos

On March 17, 2023, this Court appointed Peter D. Protopapas as Receiver over Cape "with the power and authority [to] fully administer all assets of Cape . . . and take any and all steps necessary to protect the interests of Cape whatever they may be." *See* R. at 1, Appointment Order, March 17, 2023, *Tibbs v. 3M Co.*, No. 2023-CP-40-01759 (S.C. Ct. Comm. Pleas). The Appointment Order included language consistent with the Barton Doctrine in specifying that "the Receiver or Cape may not be sued outside this Court without obtaining the Receiver's consent or an order of this Court prior to doing so." R. at 3.

Any claim by or against the Receiver falls squarely within the exclusive jurisdiction of the South Carolina Receivership Court under the doctrine articulated in *Barton v. Barbour*, 104 U.S. 126 (1881). Under the "*Barton* doctrine," the state court that appoints a receiver maintains exclusive jurisdiction over all claims filed by and against that receiver—subject only to the state court's own waiver of that exclusive jurisdiction. *McDaniel v. Blust*, 668 F.3d 153, 157 (4th Cir. 2012). In elaborating on the doctrine in *Porter v. Sabin*, 149 U.S. 473 (1893), the Supreme Court emphasized that federal courts lack jurisdiction because state receivership courts have exclusive jurisdiction over matters involving court-appointed receivers. The Supreme Court explained that "[w]hen a court exercising jurisdiction in equity appoints a receiver of all the property of a corporation, the court assumes the administration of the estate," and "[t]he possession of the receiver is the possession of the court." Id. at 479. The Receivership Court exercises exclusive in rem jurisdiction over all the property in its possession, including the Receiver's claims on behalf of the estate. *See Penn Gen. Cas. Co. v. Commonwealth of Pennsylvania ex rel. Schnader*, 294 U.S. 189, 195 (1935) ("[T]he principle, applicable to both federal and state courts, is established that the court first assuming jurisdiction over the property may maintain and exercise that jurisdiction to the exclusion of the other. This is the settled rule with respect to suits in equity for

the control by receivership of the assets of an insolvent corporation."). And "[i]t is for that court, in its discretion, to decide whether it will determine for itself all claims of or against the receiver, or will allow them to be litigated elsewhere." *Porter*, 149 U.S. at 479 (emphasis added).

Further, the *Barton* doctrine is not an abstention doctrine, and no court has held that it is. Instead, it is an expression of the exclusivity of in rem jurisdiction. See Penn Gen. Cas. Co., 294 U.S. at 195. Unlike familiar abstention doctrines, the *Barton* doctrine now also has a statutory basis as 28 U.S.C. § 959 codified the Barton doctrine and legislatively carved out one exception from it. *See In re McKenzie*, 716 F.3d 404, 423 (6th Cir. 2013) (describing Section 959(a) as adding an "exception" to the *Barton* doctrine); *Satterfeld v. Malloy*, 700 F.3d 1231, 1237 (10th Cir. 2012) (same); *SEC v. Rubera*, 535 F. App'x 553, 554 (9th Cir. 2013) ("In *Barton v. Barbour*, the Supreme Court set forth the general rule—which, with a specific exception, is now embodied in 28 U.S.C. § 959(a).").

The important role of the *Barton* doctrine was reinforced for the Altrad Owners when the United States District Court for the District of South Carolina remanded this case to this court after an improper removal.[27] In ordering remand, the district court explained, "The Receiver argues that this Court lacks subject matter jurisdiction because the Receiver's third-party claims fall within the exclusive jurisdiction of the Receivership Court under the doctrine articulated in *Barton v. Barbour*, 104 U.S. 127 (1881). This Court agrees." *Cape plc v. Anglo American plc*, No. 3:24-cv-03771-MGL, ECF 75 at 3 (D.S.C. Aug. 13, 2024). Referencing the Removing Defendants' arguments as to the Receiver's alleged conduct and the scope of the receivership order, the federal district court noted, "[t]hese and other questions interpreting the statutory authority of the Receiver

[27] The Altrad Owners filed briefs opposing the Receiver's Motion to Remand. *See Cape plc v. Anglo American plc*, No. 3:24-cv-03771-MGL, ECF 75 at 2 (D.S.C. Aug. 13, 2024) (referencing responses in opposition filed by Defendants Mohed Altrad and Altrad Investment Authority SAS).

must be raised in state court and, if necessary, appealed through the state system. It is not for this Court to sit in judgment of the Receiver's actions taken as a representative of the court that appointed him." *Id.* at 8.

In an Order Granting the Receiver's Motion to Clarify the Order Appointing a Receiver for Cape plc dated November 5, 2024, the trial court further reminded the parties of the application of the *Barton* doctrine. *See* R. at 5, Order Granting Receiver's Motion to Clarify Order Appointing a Receiver for Cape PLC, Nov. 5, 2024, *Tibbs v. 3M Co.*, No. 2023-CP-40-01759 (S.C. Ct. Comm. Pleas) ("Certain Third Party Defendants continue to disagree with South Carolina and Federal court rulings confirming the application of the Barton Doctrine and the authority of the Receiver and Receivership Court"). In the same Order, the trial court clarified "that the Receiver's litigation activity to date has been conducted within the scope of this Court's Appointment Order." R. at 7.

C. Fully aware of the Barton Doctrine, the Altrad Owners violate its terms by obtaining injunctions against Mr. Protopapas in England and France.

On November 22, 2024, Cape plc and Cape Intermediate Holdings Limited ("CIHL") (the "Altrad U.K. subsidiaries") obtained an injunction order against Mr. Protopapas **individually** (in his personal capacity) in the High Court of England and Wales (the "UK order"), purportedly enjoining Mr. Protopapas from acting as Receiver for Cape worldwide, including before this Court. As previously noted, this Court has characterized this unprecedented violation of South Carolina and U.S. jurisprudence as "shocking" and "indefensible". *Tibbs v. Cape plc.*, Appellate Case No. 2024-000916 at 5 (S.C. Jan. 16, 2025); *see also Welch v. Advance Auto Parts,* Op. No. 28284 at 17 (S.C. May 21, 2025) (referring to the U.K. order as "shocking to American eyes" and noting, "[a]s it would with an court, such a ruling by us would be, in the words of Lord Scarman, a *brutum fulmen* (an empty noise.").

The Altrad Owners' obvious goal of obtaining the U.K. injunction was simple: to make an end run around this Court's jurisdiction in flagrant violation of the *Barton* doctrine. To obtain the U.K. order, the Altrad U.K. subsidiaries first had to ensure the English court was not fully aware of the *Barton* doctrine's import and application. As part of the initial Part 8 Claim the Altrad U.K. subsidiaries filed to obtain the injunction, Ran Oren – the sole director of CIHL *and* the CEO of **Altrad Investment Authority SAS** (a party to this case) – signed a 110-page witness statement setting forth a "detailed account of these matters" in support of the Part 8 Claim.[28] The misleading and inaccurate statements in Mr. Oren's witness statement encourage the reader to believe a manufactured set of facts designed to support the issuance of a worldwide injunction.

In his First Witness Statement, Oren misrepresented the role of the *Barton* doctrine in the context of U.S. receiverships. Explaining Mr. Protopapas' response to the Altrad U.K. subsidiaries' August 2024 demand letter, which requested that he stop acting as receiver for Cape, Oren stated, "Mr Protopapas sought to rely on the 'Barton Doctrine' (which is a principle of US law that 'a Receiver represents the Court appointing him or her; he or she is an officer of the Court and is the agency through which the court acts'."[29] Oren referred to Mr. Protopapas' reliance on the *Barton* Doctrine as "misconceived," explaining to the U.K. court:

> The Barton Doctrine (in respect of which English law has a similar principle (i.e. that court-appointed receivers/liquidators are officers of the court) is in fact irrelevant to the material issue in this case – which is that the lack of competence of the South Carolina Court as a matter of English private international law.[30]

[28] R. at 104-08 ¶¶ 1, 4, 8, Witness Statement of Ran Oren, *Cape Intermediate Holdings Ltd. & Cape PLC v. Protopapas*, Claim No. BL-2024-001337 (Bus. & Prop. Cts. (Ch.D.) Sept. 6, 2024) (U.K.).
[29] R. at 204-05 ¶ 383(1) (no citation offered for definition in quotation marks).
[30] R. at 205 ¶ 384(1).

This analysis is plainly inaccurate. Any claim by or against the Receiver falls squarely within the exclusive jurisdiction of this Court under the doctrine articulated in *Barton v. Barbour*, 104 U.S. 126 (1881). Under the *Barton* Doctrine, the state court that appoints a receiver maintains exclusive jurisdiction over all claims filed by and against that receiver—subject only to the state court's own waiver of that exclusive jurisdiction. *See McDaniel v. Blust*, 668 F.3d 153, 156–57 (4th Cir. 2012). The United States Court of Appeals for the Fourth Circuit, applying *Barton*, recently confirmed that the state court appointing a receiver has exactly this form of exclusive jurisdiction. *See Protopapas v. Travelers Casualty & Surety Co.*, 94 F.4th 351 (4th Cir. 2024).[31]

As soon as the time for appeal of the U.K. order had lapsed and it was therefore deemed enforceable, the Altrad Owners – parties to this action before this Receivership Court in which the *Barton* doctrine has been discussed and upheld – joined the Altrad U.K. subsidiaries to file a proceeding to domesticate the U.K. order in Montpellier, France. Despite filing an extensive set of pleadings with the order they intended to domesticate, the Altrad Owners and the Altrad U.K. subsidiaries failed to inform the French court of the *Barton* doctrine and of their presence in the United States.[32]

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[31] The Altrad Owners' lawyers at Womble Bond Dickinson have relied on the exclusive jurisdiction of the receivership court. Recently, Womble Bond Dickinson represented plaintiffs in a case in which Womble Bond Dickinson's clients sought and obtained the appointment of a receiver over a series of commercial properties, alleging fraud, civil conspiracy, and other related causes of action arising out of an alleged scheme to dupe investors in a development project in South Carolina. *See Blueprint 2020 Opportunity Zone Fund LLP v. 10 Academy St. QOZB I LLC,* case number 202-3CVS-1931, in the North Carolina Business Court. In that case, Womble Bond Dickinson took the exact opposite position on the exclusive jurisdiction of the Receivership court that the firm has taken in this case.

[32] As the Receiver previously has reported to this Court, the company website of Altrad RMD Kwikform, a subsidiary of Altrad Group, lists a branch office located at 301 Webb Road, Williamston, South Carolina 29697. *See* Altrad RMD Kwikform: Contact Us, https://www.rmdkwikform.com/us/contact-us/# (last accessed May 26, 2025). The South Carolina Workers Compensation Commission indicates that as of September 5, 2024, RMD Kwikform

The French court entered an order making the U.K. order enforceable in France on April 8, 2025. *See* R. at 25, *Cape PLC & Others v. Protopapas,* Tribunal Judiciaire [TJ] Montpellier, No. 25/00122 (8 Apr. 2025) (Fr.) ("For these reasons, the Court shall rule publicly . . . PRONOUNCES exequatur and declares enforceable in France the order of the High Court of England and Wales dated 22 November 2204 against Peter Protopapas"). The French court also ordered Mr. Protopapas to pay all costs associated with the proceeding. *Id.*

D. The Altrad Owners used the U.K. Order to try to intimidate the Receiver and non-party insurance companies.

The Altrad Owners hired the same law firm to obtain the French order that the Altrad U.K. subsidiaries had used to obtain the U.K. order: Signature Litigation. Since the time that the U.K. order was entered, Signature Litigation has sent a series of threatening letters to the Receiver each time the law firm believes that Mr. Protopapas will engage in any activity related to the Cape Receivership (including specific threats of criminal sanctions in the United Kingdom):

November 27, 2024: letter instructing the Receiver to "cease and desist from all conduct" related to Cape[33]

North America Inc. had workers compensation insurance coverage applicable in South Carolina issued by Zurich American Insurance Company. R. At 214-16, South Carolina Workers Compensation Commission WC Coverage Verification Portal page for RMD Kwikform North America Inc. According to the company's LinkedIn profile, the Anderson, South Carolina branch of Altrad RMD Kwikform opened in April 2022. *See* R. at 217, Altrad RMD Kwikform (@RMDKwikform), LinkedIn (n.d.) ("Exciting news for our colleagues in the USA who have recently opened the latest RMD Kwikform branch in Anderson, South Carolina. Thanks to Branch Manager Parker Bates and Site Supervisor Dennis Rhodes for the great snap – wishing you all continued success and growth at your new site!"); *see also* R. at 231, Altrad RMD Kwikform X post, Apr. 8, 2022 (same text).

[33] R. at 232-23, Letter from Signature Litigation to P. Protopapas, Nov. 27, 2024. Signature Litigation sent similar letters to each of the law firms Mr. Protopapas hired to represent the Receiver in this action. *See* R. at 234-35, Letter from Signature Litigation to Smith Robinson LLC, Nov. 29, 2024; R. at 37-39, Letter from Signature Litigation to Morgan, Lewis, & Bockius, LLP, Nov. 27, 2024; R. at 236-37, Letter from Signature Litigation to Gallivan, White & Boyd, P.A., Nov. 29, 2024.

December 10, 2024: letter asserting that the filing of a Motion to Strike the Altrad Defendants' November 24, 2024 Supplement to their Petitions for A Writ of Certiorari[34] was an act of contempt and would lead to contempt proceedings being instituted against him: "For the avoidance of doubt, we regard your continued breaches of the Order as constituting a contempt of court and unless you immediately cease and desist from acting in contravention to the Order, our client reserves the right to issue proceedings for contempt against you without further notice"[35]

December 11, 2024: letter informing the Receiver of an Application to the U.K. court for "further declarations and injunctions in relation to the Defendant's conduct."[36]

March 31, 2025: letter demanding that the Receiver "[m]ake payment to our clients of £1,000,000 on account of our client's costs in respect to the Proceedings within 28 days of service of this Order."[37]

May 19, 2025: letter demanding that the Receiver not respond to a complaint filed against Cape by the Pittsburgh Corning Trust ("PCT"), and noting, "It follows that any attempt by you to take any steps in the PCT Claim would not only be a breach of the Order but would constitute a clear and deliberate contempt of the Order of the English Court. As you will know, this is an offence that carries a criminal sanction."[38] The letter further warns the Receiver that if he accepts service, he "would be made liable to compensate our clients for all present and future losses caused by your conduct. Such orders could then be enforced against you and your assets in all available jurisdictions."[39]

May 27, 2025 CIHL and Cape plc filed a Summary Assessment Application in the UK Court before the same judge that issued the November 2024 Order. The Application seeks full payment of fees and costs for all of the lawyers who worked for CIHL and Cape plc related to the Order. The Application included a "Skeleton Argument" setting forth the reasons behind seeking a summary assessment, including that the order generated from the proceedings "will have greater

[34] The Altrad Defendants' November 24, 2024 Supplement to their Petitions for A Writ of Certiorari attached a copy of the November 22, 2024 U.K. order so that the appellate court would be made aware of the order.
[35] R. at 238-39, Letter from Signature Litigation to P. Protopapas, Dec. 10, 2024.
[36] R. at 240, Letter from Signature Litigation to P. Protopapas, Dec. 11, 2024.
[37] R. at 14, Signature Litigation letter to P. Protopapas, March 31, 2025.
[38] R. at 35-36, Signature Litigation letter to P. Protopapas, May 19, 2025.
[39] R. at 36.

utility than a Default Costs Certificates when it comes to enforcement, given that any enforcement proceedings can be expected to take place abroad."[40]

June 2, 2025 Appellants Altrad notified Mr. Protopapas that they intended to initiate a new injunction action against him in England if he did not agree to a "Consent Order" which ratifies an agreement wherein Mohed Altrad-owned entities are releasing Mohed Altrad from any liabilities in not only *Park* and *Tibbs* but also in every other future U.S. personal injury action against any Cape entity.. Notably, although the settlement agreement indicates that this was a compromise among the parties, Altrad, which acquired Cape and its liabilities in 2017, gave Cape no consideration for the agreement to release all current and future claims. This farcical and self dealing "agreement" generated by Mr. Altrad and his companies, lacks even the very basic requirements of enforceability under U.S. and South Carolina law. [41]

These letters most often also are accompanied by similar threatening notices to Mr. Protopapas's lawyers.[42]

Each letter is consistent in its reference to the Penal Notice attached to the U.K. order. The Penal Notice threatens criminal prosecution and imprisonment for anyone who knows of the order and fails to comply with it:

> **IF YOU THE DEFENDANT DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED. ANY PERSON WHO KNOWS OF THIS ORDER AND DISOBEYS THIS ORDER OR DOES ANYTHING WHICH HELPS OR PERMITS ANY PERSON TO WHOM THIS ORDER APPLIES TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED**.[43]

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[40] R. at 243, Skeleton Argument on Behalf of the Claimants, *Cape Intermediate Holdings Ltd. & Cape PLC v. Protopapas*, Claim No. BL-2024-001337 (Bus. & Prop. Cts. (Ch.D.) May 28, 2025) (U.K.).

[41] .R at 257, Signature Litigation letter (and attachments) to P. Protopapas, June 2, 2025; R. at 274, Agreement for Full and Final Settlement and Release of Claims.

[42] *See supra* note 31.

[43] *See id.*

In addition to the most recent Signature Litigation letters to Mr. Protopapas and his lawyers, the Receiver has learned that Mr. Oren wrote to at least four insurance companies[44] – on Altrad letterhead – to threaten them against responding to a subpoena for insurance information issued from this Court. In each of these letters, Oren identified himself "as the sole director of CIHL, being the only person legally entitled to represented CIHL, as confirmed by the [U.K. order]."[45] Oren refers to Mr. Protopapas as the "Purported Receiver," and states of the subpoenas at issue, "By reason of the [U.K. order], by issuing the Subpoena, the Purported Receiver was acting unlawfully and in clear breach of that order."[46] Oren threatens each of the insurers, "[t]aking steps to comply with the Subpoena would represent conduct CIHL considers to be **unlawful** for the purposes of the law of England and Wales."[47] Each letter closes with a request for confirmation in writing "that you will take all necessary steps to comply with the law, including by notifying the Purported Receiver that you do not intend to respond to the Subpoena due to the Purported Receiver's lack of power or authority, as determined by the High Court Order."[48]

CONCLUSION

The Altrad Owners' manipulation of foreign proceedings by misinforming – or not informing – those foreign courts as to the import and effect of the *Barton* doctrine despite their

[44] The Receiver became aware of these letters because they were cited in response to subpoenas for insurance information. Travelers, whose subpoena response letter to the Receiver was written on Womble Bond Dickinson letterhead – which law firm represents the Altrad Owners in this action – was the only insurer not to reference such a letter from Mr. Oren in its subpoena response letter.

[45] R. at 249-50, Letter from R. Oren to Underwriters at Liberty Mutual Insurance Company, May 7, 2025; R. at 251-52, Letter from R. Oren to Underwriters at Lloyd's of London, May 7, 2025; R. at 253-54, Letter from R. Oren to Underwriters at Continental Casualty Company, May 7, 2025; R. at 255-56, Letter from R. Oren to Underwriters of Interstate Fire & Casualty Company, May 7, 2025.

[46] R. at 250; R. at 252; R. at 254; R. at 256.

[47] R. at 250; R. at 252; R. at 254; R. at 256. (emphasis added).

[48] R. at 250; R. at 252; R. at 254; R. at 256.

knowledge of its bar to litigation outside the Receivership Court allowed those courts to enter orders without a full understanding of the context in which they entered their orders. The Altrad Owners' use of orders received in foreign courts to intimidate the Receiver, his counsel, and nonparty insurance companies in possession of responsive insurance information, even after this Court has characterized the order as "shocking" and "indefensible" illustrates a total disregard of the American court system and attack on a South Carolina court-appointed Receiver, whose litigation activity the trial court has endorsed as "conducted within the scope of this Court's Appointment Order."[49]

When parties, which are subject to this Court's jurisdiction, ignore precedent and repeated warnings of this Court and proceed to violate precedent and court orders through forum shopping on foreign soil to obtain favorable decisions, particularly when those decisions are obtained using inaccurate or incomplete information, the administration of justice suffers. When parties, which are subject to this Court's jurisdiction, seek to obstruct our courts and justice system by intimidating their opponents and third parties through tactics that violate our laws and infringe on the the sovereignty of our state and federal court systems, and violate our legal professional rules, justice cannot be served. Presently, the Receiver, the arm of the court, has been exposed to personal liability in the amount of £1 M ($1.35 million) as a result of the Appellant Altrad Owners' actions taken in violation of this Court's orders of admonition, the Receiver Court's orders applying the Barton Doctrine, and their refusal to recognize the authority of this Court or any court in South Carolina. Accordingly, the Receiver respectfully requests that the Court[50] issue an order

[49] *See* R. at 7-8, Order Granting Receiver's Motion to Clarify Order Appointing a Receiver for Cape PLC, Nov. 5, 2024, *Tibbs v. 3M Co.*, No. 2023-CP-40-01759 (S.C. Ct. Comm. Pleas).

[50] The Receiver notes that this Court and the trial court have the inherent power to enforce orders, rules of professionalism, and administration of justice. Due to the unprecedented nature of the

sanctioning Altrad Investment Authority S.A.S. and Mohed Altrad for their defiance of this Court in a manner that will end and deter this type of behavior and protect its court-appointed Receiver from the financial exposure that he has been burdened with personally, and the threat of criminal prosecution, as a direct result of the Appellants Altrad Owners' contemptuous behavior.

offenses against the Court and the court-appointed Receiver by the Altrad Owners, the Receiver seeks the relief in the Supreme Court. *See Ex parte Jackson*, 381 S.C. 253, 258, 672 S.E.2d 585, 587 (Ct. App. 2009) ("Courts are vested by their very creation with the power to preserve order in judicial proceedings and to enforce judgments and orders."); *Pee Dee Health Care, P.A. v. Est. of Thompson*, 424 S.C. 520, 533–34, 818 S.E.2d 758, 765–66 (2018) (noting the danger that sanctions motions will cause delays and frustrate the circuit court's ability to streamline court dockets and facilitate court management, especially where a litigant has "repeatedly engaged in 'vexatious' behavior that 'caused . . . substantial and unnecessary legal bills[]' and 'required the court to spend significant time addressing the[] matters'"). In the alternative, the Receiver requests the Court to remand this issue to the Receiver Court and authorize the Receiver Court to impose an appropriate sanction.

Dated: June 3, 2025
Columbia, South Carolina

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