

RECEIVED

Jun 16 2025

Exhibit 1

S.C. SUPREME COURT

May 27, 2025, Interim Status Report of the Cape Receiver and Request for a Trial Date
(submitted to the Circuit Court on May 27, 2025)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

JOHN A. TIBBS and MARGARET B. TIBBS,

Plaintiffs,

v.

3M COMPANY *et al.*,

Defendants.

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,

v.

ANGLO AMERICAN PLC, individually and as successor in interest to ANGLO AMERICAN CORPORATION OF SOUTH AFRICA LTD.; DE BEERS PLC, individually and as successor in interest to DE BEERS S.A.; DE BEERS CENTENARY AG; DE BEERS CONSOLIDATED MINES LTD., n/k/a DE BEERS CONSOLIDATED MINES PROPRIETARY LTD.; DE BEERS UK LTD.; DE BEERS JEWELLERS LTD.; DE BEERS JEWELLERS US, INC.; ANGLO 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 (U.S.A.) JEWELRY INC.; LIGHTBOX JEWELRY INC.; FOREVERMARK US INC.; ANGLO AMERICAN CROP NUTRIENTS (U.S.A.), LLC; CHARTER CONSOLIDATED LTD.; ESAB CORPORATION; CENTRAL MINING & INVESTMENT CORPORATION LTD.; CAPE HOLDCO LTD.; THE LAW

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

C/A No. 2023-CP-40-01759

In Re:

Asbestos Personal Injury Litigation
Coordinated Docket

**INTERIM STATUS REPORT OF THE
CAPE RECEIVER AND REQUEST FOR
A TRIAL DATE**

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 S.A.S.; SPARROWS OFFSHORE GROUP LTD.; HAWK BIDCO US INC.; ARRANCO US, LLC; SPARROWS OFFSHORE, LLC; THE SPARROWS GROUP, LLC,

Third-Party Defendants.

Peter D. Protopapas, as Receiver (the “Receiver”) for Cape PLC, now known as Cape Intermediate Holdings Ltd., as successor in interest to Cape Industries Ltd. (f/k/a Cape Asbestos Company Ltd.) (“Cape”) submits this Report on the status of the Cape receivership.

This Court appointed the Receiver for Cape on March 17, 2023. On June 30, 2023, the Receiver filed a third-party action for equitable relief against a series of third-party defendants, all of whom the Receiver’s investigation reveals were involved in activities that amounted to a fraud on the U.S. market. Certain Third-Party Defendants moved to dissolve the receivership and dismiss the third-party action, but this Court dismissed those motions in an Order dated December 6, 2023. Subsequently, the Altrad and Charter Third-Party Defendants¹ refused to participate in discovery on the basis that they could not be forced to participate in discovery during the pendency of a series of interlocutory appeals. This Court entered adverse inferences against those parties on May 23, 2024. The Third-Party Defendants have instituted a series of delay tactics to avoid a trial in this case, including non-participation in discovery, institution of proceedings in London that have led

¹ The **Altrad Third-Party Defendants** are Mohed Altrad and Altrad Investment Authority S.A.S. (“Altrad Owners Third-Party Defendants”). The **Charter Third-Party Defendants** are Central Mining & Investment Corporation Ltd., Charter Consolidated Ltd., and ESAB Corporation.

to a more than One Million Pound Judgment against Mr. Protopapas personally, institution of proceedings in Montpellier, France that have led to a yet to be determined monetary judgment of costs against Mr. Protopapas personally, and a frivolous removal of the case to federal court, to name a few.

The last Order from this Court relating to the Cape receivership was issued on January 21, 2025. In that Order, this Court ruled that the scheduled February 3, 2025 trial date² was "continued until the oral arguments are heard before the Supreme Court of South Carolina on February 11, 2025, and a decision is rendered" in the *Asbestos Corporation Limited* cases then before the Supreme Court. On May 6, 2025, Asbestos Corporation Limited ("ACL") – a Canadian Corporation - and associated entities commenced an insolvency proceeding for ACL under the Companies' Creditors Arrangement Act in the Quebec Superior Court of Justice.

In addition, on May 21, 2025, the South Carolina Supreme Court addressed issues related to receiverships, finding that they are "useful equitable tool" and that a receiver may be appointed before judgment when "equity's aid may be called upon before the legal claims have been reduced to judgment," including instances like that of Atlas Turner, Inc. in "contemptuous[ly] disregard[ing]. . . the court's discovery orders." *Welch v. Advance Auto Parts, Inc. et al.* (Op. No. 28284), attached hereto. It is the Receiver's belief that, given that opinion from the Supreme Court, this case is now ready to move forward.

This Report provides a summary of the status of the Cape receivership and highlights open items that merit the Court's attention in conjunction with setting a final trial date. **Part I** identifies

² The original trial date in was April 15, 2024. As a result of the non-compliance of certain third-party defendants with the Court's discovery orders, the trial date was adjourned to June 20, 2024, and then again to December 9, 2024, and finally to February 3, 2025. *See generally* Order Granting Receiver's Mot. for Sanctions (May 23, 2024) and Order Scheduling Trial Date (June 20, 2024).

the third-party defendants remaining in the case and their status in terms of obeying (or refusing to obey) the Court's prior orders. **Part II** provides a summary of the Receiver's substantive claims against the third-party defendants. **Part III** highlights a distinguishing feature of the Cape receivership, as compared to other receiverships before this Court. In **Part IV** the Receiver provides an update on certain third-party defendants' actions in England and France to collaterally attack the Receiver and challenge the authority of this Court.

I. The Third-Party Defendants

Upon the Receiver's appointment, the Receiver issued subpoenas and investigated accessible historical records, including document and other repositories, to determine the historical assets and liabilities of Cape. The Receiver identified a complex, international scheme orchestrated by Cape to maximize profits in the U.S. market for asbestos fiber while fraudulently avoiding product liability claims associated with the deadly effects of asbestos exposure. The Receiver asserted claims against a combination of entities directly associated with the historical bad acts of Cape and successor entities the Receiver will show hold the liabilities for those historic bad acts. Twenty defendants remain parties to the Receiver's third-party action.³ These defendants fall into three categories: participating, non-participating and defaulting.

Participating Defendants

³ Separately, the Receiver has voluntarily dismissed two other groups of Third-Party Defendants. On November 17, 2023, the Receiver dismissed Anglo American Crop Nutrients (USA), LLC; Anglo American Holdings Inc.; De Beers Jewellers US, Inc.; De Beers Jewellers Ltd.; Element Six US Corp.; Element Six Technologies US Corp.; Element Six Technologies (OR) Corp.; First Mode Holdings, Inc.; Forevermark US Inc.; and Lightbox Jewelry Inc. without prejudice to refile and pursuant to Rule 41(a)(1), SCRCP. On November 7, 2024, the Receiver dismissed the U.S. subsidiaries of the Altrad Group that have responded to the Receiver's third-party action, i.e., Arranco US LLC ("Arranco"), Hawk Bidco (US) Inc., and Sparrows Offshore, LLC ("Altrad Sparrows Third-Party Defendants") by stipulation without prejudice to refile and pursuant to Rule 41(a)(1)(B), SCRCP.

The following defendants are participating at least to some extent in the third-party action: Anglo American plc, De Beers plc, De Beers Centenary AG, De Beers Consolidated Mines, and De Beers UK Ltd. These defendants are referred to as the "**Anglo-De Beers Third-Party Defendants.**"

The Receiver anticipates that the Anglo-De Beers Third-Party Defendants will participate in the trial of this action.

Non-Participating Defendants

The following defendants refuse to participate in discovery in the third-party action: Mohed Altrad, Altrad Investment Authority S.A.S., Central Mining & Investment Corporation Ltd., Charter Consolidated Ltd., and ESAB Corporation.

While these defendants have refused to participate in discovery, they have also acted in a wide variety of ways to oppose this Court's orders and the Receiver's filings. Those efforts have been unavailing. On May 23, 2024, this Court entered orders against the non-participating defendants for sanctions, adverse inferences, and the pre-admission and authentication of documents stemming from the systemic refusal of these defendants to abide by prior orders of this Court. And despite crystal clear determinations from this Court, the Court of Appeals, and the Supreme Court that Rule 205, SCACR, does not pose a jurisdictional bar to this case proceeding by an appeal of a decision denying a motion to dissolve a receivership, these third-party defendants continued to appeal such orders. Defense counsels' assertions that such serial appeals are merely to "protect their rights" ring hollow: they know full well that the orders they were appealing are not appealable *because the South Carolina appellate courts have repeatedly held that they are not appealable*. These seriatim appeals have been interposed solely to delay these proceedings.

The Receiver cannot predict whether the non-participating defendants will participate in the trial of this action.

Defaulting Third-Party Defendants

This Court entered defaults as to the following entities on December 6, 2023: Altrad Services Ltd., Altrad UK Ltd., Cape Holdco Ltd., Cape Industrial Services Group, Ltd., Cape UK Holdings NewCo Ltd., The Sparrows Group LLC, and Sparrows Offshore Group Ltd. The Receiver intends to file a Motion to Sever the Defaulting Parties from the underlying Third-Party Complaint and a Motion for Default Judgment to be heard by this Court at the Court's earliest convenience.

II. Summary of the Third-Party Action

This Court is familiar with the basic outline of this case: the Receiver asserts and plans to prove at trial that Cape and its amalgamated group of companies perpetuated a fraud in the United States that demands equitable relief. As the South Carolina Supreme Court noted in *Pertuis v. Front Roe Restaurants, Inc.*, 423 S.C. 640, 817 S.E. 2d 274 (2018), liability of corporations in a common enterprise - based on the alter ego or amalgamated enterprise doctrines - rests on equitable principals that require the "intertwining" of the corporations and evidence of "bad faith, abuse, fraud, wrongdoing, or injustice resulting from the blurring of the entities' legal distinctions." *Id.* at 657.

Cape (and its Chicago, Illinois sales subsidiary North American Asbestos Corporation ("NAAC")) was a central antagonist in a colossal fraud to avoid liability to U.S. workers and their families while knowingly selling hundreds of thousands of tons of amosite and crocidolite asbestos fiber into South Carolina and other states. Cape knew full well that asbestos could kill, and in fact would kill, countless American workers. To protect its revenues from its asbestos sales, Cape

hatched a plot that can only be described as demonic - deciding for itself that it was simply not bound by American law and declaring that it had no "moral" responsibility to American workers, despite taking advantage of the financial benefits of the U.S. market. Cape targeted the U.S. market by placing hundreds of advertisements for its asbestos fiber in the U.S. trade magazine "ASBESTOS" and regularly sending Cape personnel to the United States from England in furtherance of its enterprise. With the damage done and as asbestos products liability claims gained momentum, Cape fled the jurisdiction - knowing that American workers were beginning to sue Cape and NAAC for asbestos disease - all the while gloating to its UK shareholders that their investments were safe because American plaintiffs could not enforce a U.S. judgment in England. Over time, American plaintiffs indeed tried to enforce U.S. judgments against Cape in England and failed.

The Receiver's investigation has revealed that Cape's entire business strategy in the United States was premised on deceit. Before Cape opened NAAC – its U.S. sales office – Cape knew that workers at one of its manufacturing plants that used amosite asbestos were dying of mesothelioma. Yet Cape told the world, and its U.S. customers in particular, that there has *never been a reported case of amosite induced mesothelioma*. Cape sold 95% of the WORLD supply of amosite. Cape knew from a scientific study that it partially funded that miners and people merely living in the vicinity of its crocidolite mines in South Africa were dying from mesothelioma.

After Cape learned about the results of the study, Cape attacked the authors, cut off funding for future research, and buried the report for over 20 years. Cape sold 60% of the crocidolite imported into the United States in the time-period relevant in this case. As one author wrote, "we do know that [the failure to disclose the South Africa study] gave industry a 25-year reprieve during which time production levels peaked and South African fibre found its way around the

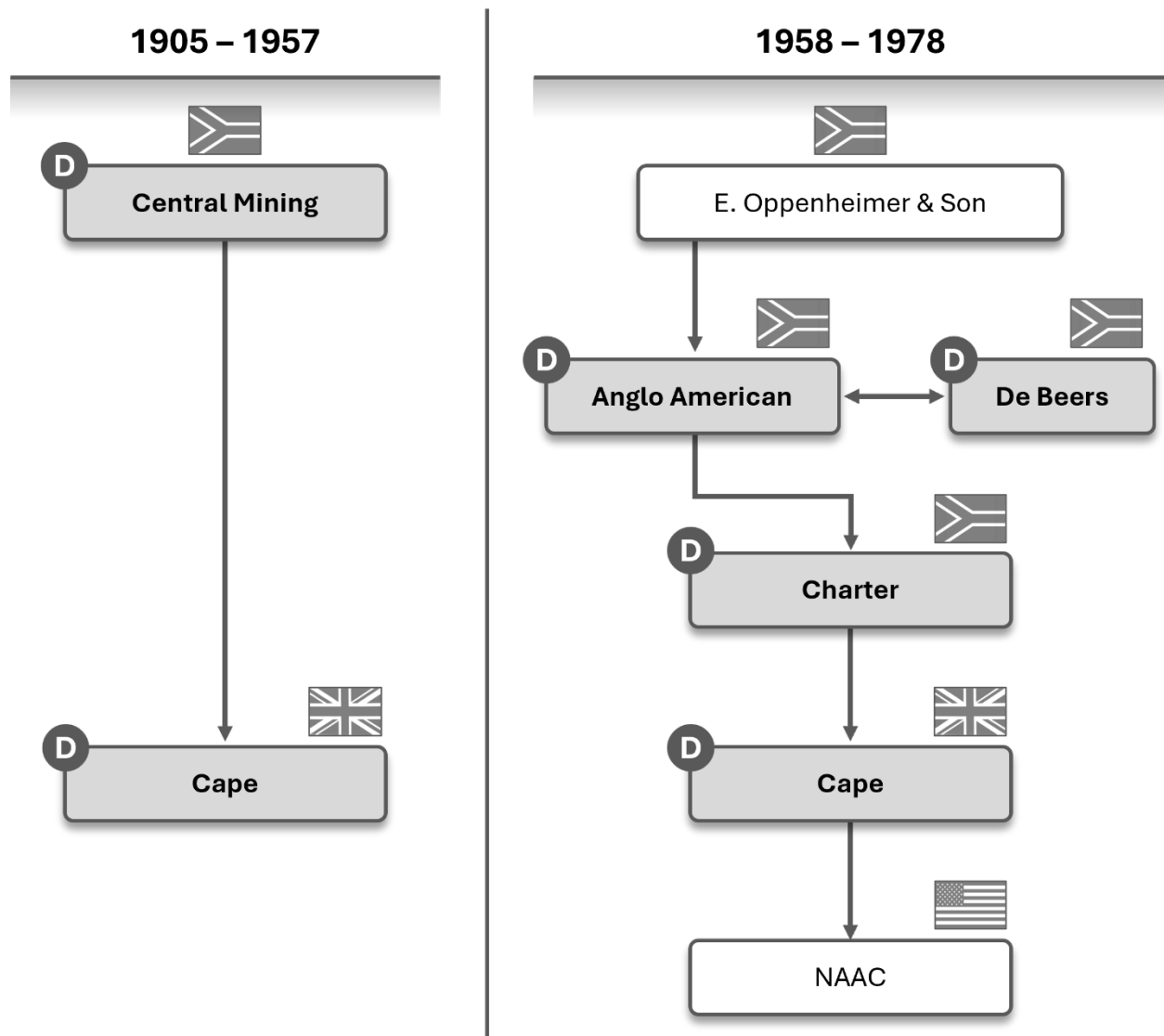
globe." McCulloch, Jock, *Asbestos Blues -Labor, Capital, Physicians & the State in South Africa* (2002), p. 200. Cape "executives" went so far as to threaten to bankrupt a local South African doctor who was caring for local mesothelioma victims and exposing the dangers of asbestos if he didn't remain quiet. Cape executives were also present in New York in 1964 at the first global conference about asbestos disease organized by Dr. Irving Selikoff at Mt Sinai Hospital. One executive tried to deflect attention away from asbestos as a cause of mesothelioma, suggesting that mesothelioma could be caused by manganese, and the other submitted a paper at the conference about asbestosis but remained silent about what he knew about the South Africa mesothelioma study and the cases of mesothelioma at Cape factories.

Cape did not act alone. Other third-party defendants in this case fall into two groups in terms of their substantive liability: 1) companies that were **co-wrongdoers** and part of an amalgamated enterprise to sell asbestos into the U.S. market and fraudulently evade liability-- principally, Anglo American PLC, De Beers Consolidated Mines Proprietary Ltd., Charter Consolidated Ltd., and Central Mining & Investment Corporation Ltd., and 2) companies that are liable as **successors** – Altrad Investment Authority S.A.S. and Mohad Altrad, as successor to Cape, and E.S.A.B. Corporation, as successor to Charter.

The Receiver anticipates that Cape may try to argue that NAAC was an “independent” subsidiary that sold in the United States the asbestos that Cape mined in South Africa, and that, being an independent subsidiary, the parent company (Cape) has no liability for the actions of its subsidiary. NAAC was hardly “independent.” What might be characterized as the "Cape asbestos amalgamated enterprise" - from mining asbestos in South Africa to the London headquarters to various subsidiaries in England and elsewhere - was perhaps a 10,000+ employee operation. While NAAC was a "corporation" per se, it was - as characterized by Cape itself - a "one-man operation"

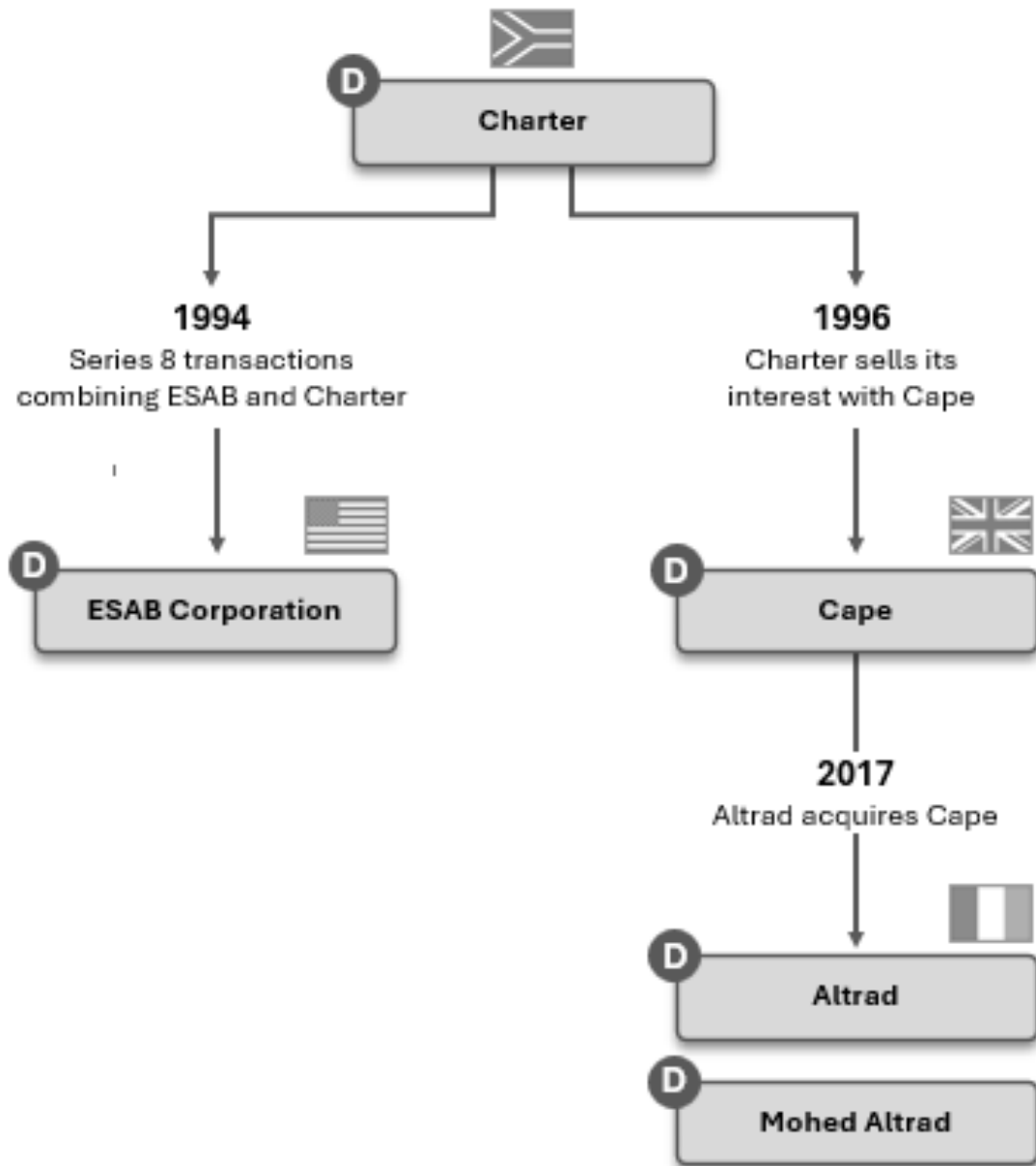
(literally) that basically coordinated U.S. asbestos deliveries. The Receiver will show that NAAC – or, more precisely, the “one man” there coordinating deliveries – was totally under the thumb of Cape and that NAAC had no independent personality.

The orientation of the wrongdoer and successor parties to one another is set forth in the below charts and may be of assistance of the Court. A few explanations about the charts: entities that are Third-Party Defendants in this case are marked with a "**D.**" The Court will note that two entities on the chart were not sued - NAAC and E Oppenheimer & Sons. NAAC was not sued because it was dissolved by Cape in 1978 as part of its absconding scheme. E. Oppenheimer & Sons was the private nerve center of Ernest and Harry Oppenheimer, both deceased. The Oppenheimer family was the undisputed control core of the Anglo, De Beers, Charter and Cape. For a period, Third-Party Defendant Central Mining was in control of Cape, as noted:



Correspondingly, the relationship of the successor liability entities (ESAB and Altrad and Mohed Altrad) to Charter and Cape is set forth below. Altrad has acknowledged its responsibility for Cape's asbestos liabilities and has set aside funds for certain non-U.S. historical claims relating

to asbestos exposure. The Receiver will also demonstrate at trial that ESAB is the legal successor to Charter.



The Receiver's Complaint against the above Third-Party Defendants seeks a non-jury trial on claims for unjust enrichment, constructive trust, alter ego and veil piercing liability, and for an accounting. The Receiver's Motion for Leave to Amend its Third-Party Complaint was filed on October 31, 2024. The motion seeks to conform the Complaint to evidence uncovered by the Receiver in his investigation and to clarify further the amalgamation facts alleged in the Complaint. While the Complaint makes repeated reference to the "amalgamated" nature of the Cape operation, the motion merely conforms the pleadings to the evidence.

The Receiver will adduce overwhelming proof that the Anglo/De Beers/Charter/Cape/NAAC operation was both fully integrated as a single and amalgamated enterprise and controlled from top to bottom such that no entity operated as an independent personality. Indeed, the entire rationale for the South African "Group System" - perfected first by Ernest Oppenheimer and then carried on by his son Harry Oppenheimer - was control from the Oppenheimers at the top and down through Anglo to NAAC (*See* chart above, p. 10). The Oppenheimers themselves often bragged about this feature of their organization.⁴

Indeed, the unusual control features of the historical Anglo/Oppenheimer business model have been the subject of extensive scholarly analysis. Beyond academic study, the unusual control features of the Anglo/Oppenheimer Group System were also covered in popular media, including articles in such reputable publications as *The Economist*, *The Financial Times*, *Forbes*, *Fortune*

⁴ "The South African Group System is not an example of economic imperialism, but rather the free association of independent concerns for their mutual benefit. **Nevertheless, the control of the parent company in each of the groups over its associated concerns is normally fully effective.**" Statement of Harry Oppenheimer in an article authored by Mr. Oppenheimer in *The Mining and Industrial Magazine*, 1954, p.325. This South African Group System is unique to South Africa and in fact exists, to the Receiver's knowledge, nowhere else in the world.

and others - all based on interviews with Harry Oppenheimer or other Anglo senior executives. In short, the Receiver's evidence at trial will be overwhelming on this point.

This Court would not be the first in the United States to consider the single business enterprise nature of the Oppenheimer Group System. A federal district court judge for the Southern District of New York who later served as U.S. Attorney General, Judge Michael Mukasey, had similar facts before him related to another Oppenheimer Group entity in *Consolidated Gold Fields, PLC v. Anglo American Corp. of South Africa, Ltd.*, 698 F. Supp. 487 (1988).⁵ The *Consolidated Gold Fields* opinion dealt with Harry Oppenheimer's secret and hostile bid for Consolidated Gold through stock purchases by an Oppenheimer entity called "Minorco." Minorco argued that the Anglo and De Beers shares of the gold market could not be imputed to it for purposes of establishing Minorco's market share. Consolidated Gold asserted that Minorco was controlled by De Beers and Anglo and that Minorco and De Beers and Anglo were actually a single enterprise.⁶ Judge Mukasey saw through Minorco's ruse, and in enjoining the hostile bid noted that "the plaintiffs have presented substantial affidavits and other evidence demonstrating that the entire group is controlled by Harry Oppenheimer." *Id.* at 502.

⁵ On appeal, the Second Circuit reversed certain of Judge Mukasey's findings, but upheld the findings as to aggregate market power relevant herein. See *Consolidated Gold Fields PLC v. Minorco S.A.*, 871 F.2d 252, 261 (1989) ("Minorco also contends that the District Court erred in attributing to Minorco the power of the Oppenheimer family and Anglo in the gold market. Appellant contends that there was no evidence that Minorco was dominated or controlled by outside entities and that the District Court should have respected Minorco's separate corporate existence. Despite appellant's assertions, we think the evidence in the record adequately supports Judge Mukasey's conclusion that the intertwined relationships among Anglo, De Beers, Minorco, and the Oppenheimer family warrant attribution of aggregate market power to Minorco.").

⁶ Anglo owned 39% of Minorco, De Beers owned 21% and the Oppenheimer family owned 7%.

III. Distinguishing Feature of the Cape Receivership

The Cape receivership is unique in one important respect. Ordinarily, as the Court knows, the Receiver's adversaries in South Carolina receivership matters are insurance companies, as the Receiver is marshaling dormant and often hidden insurance assets of defunct entities for the benefit of its creditors. Here, there may very well be no insurance and at this point no insurance companies have been named as third-party defendants. Cape deliberately set up NAAC to be woefully underinsured, and its insurance appears to have been exhausted soon after NAAC dissolved in 1978.

Despite the lack or presence of insurance carriers in this litigation, the corporate and individual Defendants have retained many of the same counsel in *this matter* who are also representing insurance companies in *other receiverships*. The firms and attorneys in the Cape Receivership litigation are well acquainted with the trial and appellate court rulings and orders by the South Carolina and federal courts regarding the Receivership litigation in South Carolina. For example, Womble Bond Dickenson (through attorneys Todd Carroll, Kevin Hall and Elizabeth O'Neill) has long represented Travelers in their attacks and appeals regarding other Receiverships such as Covil; Womble Bond represents the Altrad defendants in the Cape Receivership litigation. Gordon Rees Scully Mansukhani (through counselor Victor Rawl) represents Charter Consolidated, Central Mining and E.S.A.B. in this case but also represents numerous insurance entities (Continental Insurance Company, Certain London Market Insurers, AIG and Berkshire Hathaway Specialty, among others) in other receiverships before this Court.

All of the entities represented by the Womble and Gordon Rees firms are subject to the Court's May 23, 2024 sanctions Order, and continue to this day to refuse participation in discovery despite the Court's May 23, 2024 Order. As addressed in Part IV that follows, Altrad Investment

Authority S.A.S. and Mohed Altrad have also violated the *Barton* doctrine by initiating an action in France to domesticate an injunction against Mr. Protopapas personally to enjoin him from acting as the Receiver for Cape. Cape Intermediate Holdings Limited (“CIHL,” the entity in receivership in this Court) and Cape plc (the Jersey company) obtained the injunction against Mr. Protopapas in the High Court of England and Wales.⁷

Documents produced in the High Court of England and Wales also indicate involvement by counsel for Anglo American and De Beers, Herbert Smith Freehills, in the UK action.⁸

IV. Proceedings outside the third-party action

As explained in the December 6, 2024 Receiver’s Report, CIHL and Cape plc (Jersey) obtained an injunction against Mr. Protopapas individually on November 22, 2024 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. Following the Receiver’s last report in which the Receiver explained in some detail why the Altrad “UK gambit” was both irrelevant to the South Carolina Cape receivership, and in any event had no effect outside of England, the

⁷ Despite numerous recent state and federal court orders reaffirming that a party may not initiate an action against the Receiver absent the Receiver’s consent or order of the Court pursuant to the long-standing *Barton* Doctrine, Womble and its attorneys have and continue to file pleadings and orders from the UK in the South Carolina trial and appellate courts purporting to enjoin and fine the Receiver personally. Womble’s client, Altrad Investment Authority and Mohed Altrad, parties in this case and over which this Court is exercising jurisdiction, are presently pursuing claims against the Receiver without the Receiver’s consent or order of the Receiver Court, by way of domesticating its UK judgment in France. The South Carolina Supreme Court has characterized this unprecedented violation of South Carolina and U.S. jurisprudence as “shocking” and “indefensible”. (See also discussion in *Welch* (Op. No. 28284), attached hereto.)

⁸ Signature Litigation submitted a Bill of Costs in the UK action on February 21, 2025. The detailed invoices included the following billing entries: **October 16, 2024:** Signature Litigation “discuss[ed] documents for HSF” and decided which “documents to provide to HSF.” **October 17, 2024:** Signature Litigation sought to grant “access to documents for US team” in preparing its statement of the case. **October 17, 2024:** Signature Litigation approved document sets “to provide to HSF.”

⁹ Eighth Witness Statement of Paul Brehony at 3.

entities have demanded that Mr. Protopapas pay attorney fees for the U.K. action, and Altrad Investment Authority and Mohed Altrad initiated proceedings to domesticate the U.K. order in France.

UK Action – Attorney Fee Proceedings

On December 19, 2024, Signature Litigation sent the Receiver a demand letter seeking £1,857,226 (\$2,429,613.77 USD), which represented one half of the attorney fees CIHL and Cape plc allegedly incurred in pursuing the UK order. Following the letter, on January 3, 2025, CIHL and Cape plc applied for an interim payment of attorney fees. In his Witness Statement associated with the application, Signature Lawyer Paul Brehony attested that from May to November 2024, Winston & Strawn, Signature Litigation incurred “£3,714,452 in costs and fees – comprising £1,558,691 for Solicitor’s time costs, £2,138,401 for Counsel’s fees and £60,819 for Other Disbursements.”⁹ In other words, CIHL and Cape plc in England spent almost \$5 million in legal fees to obtain an order in violation of *Barton*, which it now demands that the Receiver pay personally.

On April 31, 2025, Justice Mann granted the application for attorney fees, ordering:

1. Mr. Protopapas shall make an interim payment of £1,000,000 to the Claimants on account of the costs of this action within 28 days of service of this order on him, pending detailed assessment of the Claimants’ costs, for which a detailed Bill of Costs will be prepared, if costs cannot be agreed with Mr Protopapas.
2. Mr Protopapas shall pay the costs of this application for a payment on account, assessed at £8,000 to be paid within 28 days of service of this order on him.
3. The Claimants shall have liberty to apply for further or related relief including (if it thinks fit) an application for summary

⁹ Eighth Witness Statement of Paul Brehony at 3.

assessment of the costs of this action in the event of non-payment of the sums ordered in this order.

According to the order, the Receiver was ordered to personally pay \$1,318,655 by April 28, 2025, again, for an order obtained in violation of *Barton*.

French action – domestication

As soon as the UK order was deemed final, CIHL and Cape plc, together with Altrad Investment Authority and Mohed Altrad, initiated an action in Montpellier, France to domesticate the order. On December 23, 2024, Altrad served the Receiver with notice of the French action, with a hearing set for February 11, 2025. On April 8, 2025, the French court found that because the requirements for recognition of a foreign order were met, the November 22, 2024 U.K. Order was enforceable in France. The French court also ordered Mr. Protopapas to pay all costs associated with the proceeding.

Pittsburgh Corning Action against CIHL

On May 2, 2025, the Trustees of the Pittsburgh Corning Corporation Asbestos Personal Injury Trust sued Cape for unjust enrichment and equitable indemnification. On May 19, 2025, Mr. Protopapas received another letter from Signature Litigation threatening him that if he accepted service of a new lawsuit filed by the Pittsburgh Corning Trust against CIHL, Signature Litigation and its client would pursue civil and criminal penalties against him, including but not limited to forcing Mr. Protopapas personally to pay any judgment entered against Cape. Signature Litigation also stated that it would seek to enforce these civil and criminal penalties in jurisdictions outside of England. And on Friday May 23, 2025, Signature Litigation fired off yet another *in terrorem* letter, this time to counsel for Morgan Lewis in England (Quinn Emanuel). Quinn represents Morgan Lewis in the UK relating to the attacks Signature has leveled against both the Receiver and his counsel – Morgan Lewis - in England. The May 23 letter elevated Signature's

threats to include potential claims against Morgan Lewis to the extent the Firm assisted “Mr Protopapas in unlawfully participating in the [Pittsburgh Corning] Claim.”

IV. Conclusion

The Receiver respectfully requests that the Court establish a trial date for this matter. As noted above, this is a non-jury trial, and the Receiver estimates that the trial should last no longer than five days for all parties. The Receiver also requests that the Receiver’s Motion for Leave to Amend its Third-Party Complaint, filed on October 31, 2024, which is addressed on page 11 above, be addressed by the Court at its earliest convenience.

GALLIVAN, WHITE & BOYD, P.A.

By: /s/ John T. Lay, Jr.

John T. Lay, Jr., SC Bar No. 64526
Gray T. Culbreath, SC Bar No. 11907
Lindsay A. Joyner, SC Bar No. 77437
Eleanor L. Jones, SC Bar No. 104678
1201 Main Street, Suite 1200
PO Box 7368 (29202)
Columbia, SC 29201
jlay@gwblawfirm.com
gculbreath@gwblawfirm.com
ljoyner@gwblawfirm.com
ejones@gwblawfirm.com
(803) 779-1833

Jonathan M. Robinson
Shanon N. Peake
SMITH | ROBINSON, LLC
2530 Devine Street, Third Floor
Columbia, SC 29205
jon@smithrobinsonlaw.com
shanonp@smithrobinsonlaw.com
(803) 254-5445

G. Murrell Smith, Jr.
SMITH | ROBINSON, LLC
PO Box 580

Sumter, SC 29151-0580
murrell@smithrobinsonlaw.com
(803) 778-2471

Troy S. Brown
Dana E. Becker
MORGAN, LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103
troy.brown@morganlewis.com
dana.becker@morganlewis.com
(215) 963-5000

Brady Edwards (*pro hac vice*
forthcoming)
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Avenue NW
Washington, DC 20004
brady.edwards@morganlewis.com
(202) 739-3000

Paul A. Scrudato
MORGAN, LEWIS & BOCKIUS LLP
101 Park Avenue
New York, NY 10178
paul.scrudato@morganlewis.com
(212) 309-6000

Lauren A. McCulloch Semlinger
MORGAN, LEWIS & BOCKIUS LLP
1000 Louisiana St., Suite 4000
Houston, TX 77002-5006
Lauren.semlinger@morganlewis.com
(713) 890-5467

May 27, 2025

Columbia, South Carolina