

**SUMMONS
BEFORE THE MONTPELLIER CIVIL COURT**

IN THE YEAR TWO THOUSAND AND TWENTY-FIVE AND ON

RECEIVED

Sep 18 2025

S.C. SUPREME COURT

AT THE REQUEST OF :

Altrad Investment Authority (AIA), a simplified joint stock company having its registered office at 16 avenue de la Gardie, Florensac (34510), registered in the Béziers Trade and Companies Register under number 529 222 879, acting through its legal representative, choosing address for service that capacity at the said registered office,

AND

Mr. Mohed Altrad, company director, of French nationality, born on March 9, 1948 and domiciled at 150 rue Le Pérugin, Montpellier (34000),

Represented by

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I,

THE UNDERSIGNED COMMISSIONER OF JUSTICE

HAVE THE HONOUR TO INFORM:

Mr. Peter D. Protopapas, a lawyer, of US nationality, domiciled at 2110 N Beltline Blvd, Columbia SC 29204, United States of America, claiming to be receiver of Cape Intermediate Holdings Limited,

That suit has been filed against him for the reasons set out below before the **MONTPELLIER CIVIL COURT** located place Pierre Flottes, 34040 Montpellier, for this hearing to be held on **December 1, 2025 at 9 am, courtroom Frédéric Bazille.**

VERY IMPORTANT

Within 15 days of the date of this deed, you are required to instruct a lawyer to be represented before this court. Failure to do so may result in a judgment being rendered against you based solely on the information provided by your opponent.

In accordance with article 643 of the French Code of Civil Procedure, when the claim is brought before a court based in mainland France, the time limits for appearance, appeal, opposition, third-party opposition in the event provided for in article 586 paragraph 3, appeal for review and appeal to the French Supreme Court are increased by two months for persons residing abroad.

You are reminded of the following provisions, taken from law no. 71-1130 of December 31, 1971 on the reform of certain judicial and legal professions, which are applicable here:

Article 5: "Lawyers shall provide their services and may appear in court with no geographic restriction before all courts and judicial or disciplinary bodies, subject to the conditions set out in Article 4. They may file proceedings in all the courts of justice within the jurisdiction of the Court of Appeal in which they have established their professional residence and to the said Court of Appeal.

As an exception to paragraph two, lawyers may not file proceedings before a court other than that with which their address for professional purposes has been registered in the context of procedures for the seizure, division and sale at public auction of real estate assets or on the basis of legal aid or in cases in which they are not responsible for the matter and also tasked with appearing in court".

Article 5-1: "As an exception to Article 5-2, lawyers registered with the bar of one of the Courts of Justice of Paris, Bobigny, Créteil or Nanterre may file proceedings before each of these courts. They may file proceedings before the Court of Appeal of Paris when they have first filed proceedings before the Courts of Justice of Paris, Bobigny or Créteil, or before the Court of Appeal of Versailles when they have first filed proceedings before the Civil Court of Justice of Nanterre. The exception set out in the final paragraph of Article 5 is applicable to such lawyers."

You are also reminded of the following articles of the French Code of Civil Procedure:

Article 641: "Where a period is expressed in days, the day of the service of deed, event, decision or service of process marking the start point of this period is not taken into account. Where a period is expressed in months or years, it will expire on the day of the final month or year bearing the same date as the day of the deed, event, decision or service of process marking the start point of the period. If there is no identical date, the period expires on the last day of the month. If a period is expressed in months and days, the months are counted first and then the days".

Article 642: "All periods expire on the final day at midnight. Any fixed period that would normally end on a Saturday, a Sunday or a public holiday or non-working day will be extended until the following working day".

Article 642-1: "The provisions of Articles 640 and 642 apply likewise to periods within which registration and other formalities of publication must be made".

Article 643: "Where the application is filed with a court in mainland France, the periods for appearance, lodging an appeal, lodging an objection, third party-proceedings provided for in article 586 (3), appeal for review or appeal to the French Supreme Court will be extended by: 1. One month for those residing in Guadeloupe, French Guiana, Martinique, Réunion, Mayotte, Saint-Barthélemy, Saint Martin, Saint Pierre and Miquelon, French Polynesia, Wallis and Futuna Islands, New Caledonia and the French Southern and Antarctic Territories; 2. Two months for those residing abroad."

Art. 644 : "When the application is filed before a court based in Guadeloupe, French Guiana, Martinique, La Réunion, Mayotte, Saint-Barthélemy, Saint-Martin, Saint-Pierre-et-Miquelon and the Wallis and Futuna Islands, the time limits for appearing, appealing, opposition, third-party opposition in the case provided for in article 586 paragraph 3, and application for review are increased by one month for persons who do not reside in the territorial community within whose jurisdiction the court has its seat, and by two months for persons who reside abroad".

Lastly, it is hereby indicated, in application of Article 752 of the French Code of Civil Procedure, that the plaintiff does not consent to the proceedings taking place without a hearing, in application of Article L. 212-5-1 of the French Code of Judicial Organization.

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SUBJECT-MATTER OF THE CLAIM

1. Altrad Investment Authority ("AIA") and Mr. Mohed Altrad have been involved in proceedings pending in South Carolina by Mr. Protopapas, claiming to act as receiver of Cape Intermediate Holdings Limited ("CIHL"), a subsidiary of the Cape group acquired in 2017 by AIA.

AIA and Mr. Altrad have been implicated in these proceedings even though they have no connection whatsoever with the disputed facts. Above all, Mr. Protopapas is acting on the basis of a court order made under manifestly irregular conditions and in defiance of English law, which is exclusively applicable to the autonomy of CIHL, a company established in England.

2. On November 22, 2024, the High Court of Justice of England and Wales (hereinafter the "**High Court**") ruled that the appointment of Mr. Peter Protopapas as CIHL's receiver was irregular ("**English Decision**"). It therefore ordered him to:

- cease acting or claiming to act as CIHL's receiver in England, South Carolina and worldwide;
- cease and desist from pursuing any action to implead Mr. Altrad and AIA as third-party defendants in the U.S. proceedings.

3. The English Decision is a decision recognized and enforceable in France, pursuant to the judgment rendered by this court on April 8, 2025 (the "**Exequatur Judgment**").

4. However, Mr. Protopapas is currently pursuing proceedings against Mr. Altrad and AIA in South Carolina, despite the terms of the Injunction issued.

Mr. Protopapas' abusive pursuit of his actions against AIA and Mr. Altrad, and in particular the unfair manoeuvres perpetrated by the defendant throughout the proceedings, constitute a fault likely to engage his tort liability.

5. Following a review of the facts and the various procedures involved in this dispute **(1)**, Mr. Altrad and AIA will demonstrate that Mr Protopapas should be ordered to pay compensation for the damage they have suffered as a result of the defendant's actions in South Carolina **(2)**.

1. FACTS AND PROCEEDINGS

1.1 Presentation of the parties

1.1.1 The Altrad Group

6. The Altrad Group was founded in 1985 in Montpellier by Mr. Mohed Altrad, co-plaintiff herein.

Mr. Altrad is the majority stockholder and chairman of AIA, co-plaintiff, the parent company of the Altrad Group, registered in Béziers since 2010 (**Exhibit no. 1**).¹

A world leader in the provision of services to industry, the Altrad Group designs and deploys high value-added solutions in the petrochemical, energy, power generation and construction sectors. By 2024, it had consolidated sales of over €5 billion and had more than 60,000 employees worldwide, including at least 7,500 in France.

7. **In September 2017, the Altrad Group acquired the Cape Group.**

The Cape Group was formed in 1893 from the English company "*The Cape Asbestos Company Ltd*", now known as Cape Intermediate Holdings Limited ("**CIHL**"). Its head office was located in Appleton, Warrington, England (**Exhibit no. 2**)³. Over the course of its existence, CIHL has changed its name several times, as follows:

- The Cape Asbestos Company Ltd (1893-1974)
- Cape Industries Ltd (1974-1981)
- Cape Industries Plc (1981-1989)
- Cape Plc (1989-2011)
- Cape Intermediate Holding Plc (2011-2013)
- Cape Intermediate Holdings Limited (since 2013).

Cape Plc is the current holding company of the Cape Group. It has been registered in Jersey since 2011 (**Exhibit no. 3**).⁵

Nowadays, the Cape Group is a major provider of services and equipment to industry in the petrochemical and energy sectors. Its main customers operate in the oil, nuclear and gas industries.

8. As part of its activities, the Cape Group distributed asbestos fibers until the 1970s, notably through a US subsidiary, North American Asbestos Corporation ("**NAAC**"), which was dissolved in 1978.

In the United States, and more particularly in South Carolina, plaintiffs brought actions against Cape Group companies, claiming that Cape Plc / CIHL was liable for the activities of the former NAAC subsidiary prior to 1978.

1.1.2 Mr. Protopapas

9. Mr. Peter Protopapas is an American lawyer practicing in South Carolina. He is particularly active in asbestos litigation.

For several years now, in the context of legal proceedings initiated by asbestos victims, he has been regularly appointed by a South Carolina judge, Ms. Jean Hoefler Toal ("**Judge Toal**"), as receiver of the defendant companies.

¹ Exhibit no. 1: Incorporation certificate of Altrad Investment Authority

³ Exhibit no. 2: Certificate of registration of CIHL (with a translation for information purposes only)

⁵ Exhibit no. 3: Certificate of registration of Cape Plc (with a translation for information purposes only)

By order dated March 16, 2023 (see §15 below), Mr. Protopapas was appointed by Judge Toal as receiver of "Cape Plc" (Exhibit no. 4).⁷

1.2 The contentious context: proceedings improperly initiated in South Carolina by Mr. Protopapas

10. Mr. Protopapas was appointed as receiver of "Cape Plc" in a case brought in South Carolina in 2021 by the Park couple (the "Park Case"). Granting himself full powers on the basis of the appointment order (Exhibit no. 4)⁸, issued under manifestly irregular conditions, Mr. Protopapas involved Mr. Altrad and AIA on behalf of Cape Plc (a subsidiary of the Altrad Group), in proceedings separate from the Park Case, for asbestos exposure in the 1960s. Mr Altrad and AIA have thus been improperly involved in proceedings abroad, even though they have no connection whatsoever with the contentious facts.

1.2.1 Particularity of asbestos litigation in South Carolina

11. In South Carolina, a local practice in asbestos-related litigation is to reactivate companies that have long been devoid of legal existence, by appointing a receiver.

In this state, all asbestos-related litigation is heard by Judge Toal. Mr. Protopapas is regularly appointed by Judge Toal as receiver of these dissolved companies or other entities affiliated to these companies, allegedly responsible for asbestos-related activities, in order to call in the relevant insurance policies, realize the assets of these companies and, thus, compensate the plaintiffs.

Mr. Protopapas recovers a significant portion of the amounts awarded to the plaintiffs by the South Carolina courts as success fees.

12. The methods of Mr. Protopapas and Judge Toal have been criticized in the trade press:

"Armed with subpoena power and a contingency-fee agreement awarding him a third of whatever he recovers, Peter Protopapas has used the receiver power granted to him by Toal to take control of more than 20 dissolved companies and sue their former insurers over old policies that he claims cover asbestos claims, scoring millions of dollars as the leader of these zombies" (Exhibit no. 5).⁹

"Judge Toal has often referred to Protopapas as an arm of the court, although he is a personal injury lawyer whom she has authorized to keep a third of any money he recovers" (Exhibit no. 6).¹⁰

"A South Carolina personal-injury attorney with a court-ordered commission to keep a third of whatever he recovers has placed tens of millions of dollars in Delaware partnerships that he controls, out of sight of the public and even the judge who allowed them to be established" (Exhibit no. 7).¹¹

⁷ Exhibit no. 4: Order from March 16, 2023 of Judge Toal appointing Mr. Protopapas as receiver of Cape Plc / CIHL (with a translation for information purposes only)

⁸ Exhibit no. 4: Order from March 16, 2023 of Judge Toal appointing Mr. Protopapas as receiver of Cape Plc / CIHL (with a translation for information purposes only)

⁹ Exhibit no. 5: Legal Newsline, *Zombies are on the loose in a Carolina courtroom. Can anyone stop them?*, September 23, 2024 (with a translation for information purposes only)

¹⁰ Exhibit no. 6: Legal Newsline, *'Slammed the door in my face': Key cog in South Carolina's asbestos court not at U.K. showdown*, October 15, 2024 (with a translation for information purposes only)

¹¹ Exhibit no. 7: Legal Newsline, *Secrecy shrouds asbestos money in South Carolina, but insurer makes play for records*, October 23, 2024 (with a translation for information purposes only)

1.2.2 The Park case

13. On June 4, 2021, Cape Plc and CIHL were sued as defendants before the Richland County Court of Common Pleas in South Carolina by Ms. Isabella Park. The case was registered under number 2021-CP-40-02727 and heard by Judge Toal.

The summons were never served on Cape Plc and CIHL¹², who did not participate in the proceedings.

14. In an email dated June 3, 2022 (**Exhibit no. 8**)¹³, one of the parties' Counsel advised the Richland County Court that the Park Case was "*fully resolved*". The exact nature of this resolution is not known. However, it has been established that from that date onwards, no further diligence was carried out by the parties, no hearings were held and the Court never issued a decision on the merits of the case.¹⁴

15. However, on March 16, 2023, an order issued by Judge Toal, at the request of counsel for Ms. Park's rights-holders, appointed Mr. Protopapas as receiver of "Cape PLC", "*as the successor in interest to Cape Industries Ltd. (f/k/a Cape Asbestos Company Ltd.) (...)*" (**Exhibit no. 4**).¹⁶

The order of March 16, 2023 does not specify the entity concerned by the appointment of Mr. Protopapas, and therefore seems to confuse (i) Cape Plc, the only entity of the group currently referred to as "Cape Plc", and (ii) CIHL, formerly referred to as "Cape plc" from 1989 to 2011.

As per this order, extensive powers were conferred on Mr. Protopapas, including "*the power and authority [to] fully administer all assets of Cape, accept service on behalf of Cape, engage counsel on behalf of Cap and take any and all steps necessary to protect the interests of Cape whatever they may be*" (**Exhibit no. 4**, bold added).¹⁷

However, its scope was circumscribed to the Park Case, the proceeding registered under number 2021-CP-40-02727:

"this Court hereby appoints Peter Protopapas be and hereby is appointed Receiver in this case pursuant to the South Carolina Law" (**Exhibit no. 4**, emphasis added).¹⁸

16. Several irregularities appear to affect this one-pager order, which was issued without any adversarial debate, just 10 days after the submit of the request to that effect.¹⁹
17. In particular, Judge Toal's appointment of a receiver to head Cape Plc / CIHL (companies respectively established in Jersey and England under the laws of those States) appears to have been justified on the grounds that:

- Cape Plc / CIHL would establish a "presence" in South Carolina through NAAC, a former subsidiary of the Cape Group dissolved in 1978 (see §8 above).

¹² **Exhibit no. 21**: Judgment of the High Court of Justice of England and Wales, November 22, 2024 (certified copy with sworn translation), §42

¹³ **Exhibit no. 8**: Email from counsel for one of the parties in the Park case, June 3, 2022 (with a translation for information purposes only)

¹⁴ **Exhibit no. 21**: Judgment of the High Court of Justice of England and Wales, November 22, 2024 (certified copy with sworn translation), § 43

¹⁶ **Exhibit no. 4**: Order from March 16, 2023 of Judge Toal appointing Mr. Protopapas as receiver of Cape Plc / CIHL (with a translation for information purposes only)

¹⁷ **Exhibit no. 4**: Order from March 16, 2023 of Judge Toal appointing Mr. Protopapas as receiver of Cape Plc / CIHL (with a translation for information purposes only)

¹⁸ **Exhibit no. 4**: Order from March 16, 2023 of Judge Toal appointing Mr. Protopapas as receiver of Cape Plc / CIHL (with a translation for information purposes only)

¹⁹ **Exhibit no. 21**: Judgment of the High Court of Justice of England and Wales, November 22, 2024 (certified copy with sworn translation), §48

- Cape Plc / CIHL is said to have been dissolved. A provision of the South Carolina Code allows a South Carolina court to appoint a receiver for a bankrupt company.²¹

However :

- Neither Cape Plc nor CIHL has ever operated, directly or indirectly, in South Carolina or elsewhere in the United States. The Cape Group has no establishment or assets in this territory. This was confirmed by a final decision handed down by an English judge in 1989 (*Adams v. Cape Industries Plc* of July 27, 1989, see **Exhibit no. 9**)²³, which is the subject of a request for enforcement pending before this court: in particular, the English Court of Appeal recognized the autonomous legal personality of CIHL and the economic independence of its former subsidiary NAAC, so that no presence of CIHL on American territory could be established through NAAC.
- Cape Plc and CIHL are fully operational and in good standing, with governing bodies appointed in accordance with their articles of association (**Exhibit no. 2 and 3**).²⁵ They are not subject to any insolvency proceedings, neither in South Carolina, nor in England, nor in Jersey.

18. There have been no further procedural developments in the Park case since the order of March 16, 2023.

1.2.3 The Tibbs case

19. On April 5, 2023, a new liability action was brought against "Cape Plc" by the Tibbs couple. CIHL was not named as a defendant. This case is registered under number 2023-CP-40-01759 and is also being heard by Judge Toal.

In this case as well, Cape Plc was never served with the originating document.

In this second case, separate from the Park case, Judge Toal has never issued an order appointing Mr. Protopapas as receiver of "Cape Plc" or any other company in the Cape Group.

However, Mr. Protopapas has intervened in these proceedings in this capacity.

20. On June 12, 2023, as per an agreement between Mr. and Mrs. Tibbs and Mr. Protopapas (claiming to act on behalf of Cape Plc / CIHL), Mr. and Mrs. Tibbs withdrew their claim against Cape Plc. Neither Cape Plc nor CIHL were able to consult or intervene in the conclusion of this agreement, which is said to contain a "suspension" clause of the limitation period under which Cape Plc / CIHL would agree not to raise any plea relating to the limitation period in future litigation.²

In an email dated April 8, 2024 to the Richland County Court, the counsel of plaintiffs Tibbs confirmed that **the only defendant remaining in the proceedings was Asbestos Corp. Ltd.**³ (**Exhibit no. 10**).²⁹

²¹ Under Section 15-65-10 of the *South Carolina Code of Laws*: "A receiver may be appointed by a judge of the trial court, either in or out of court: (...) (4) when a corporation has been dissolved, is insolvent or in imminent danger of insolvency or has lost its corporate rights, and, in similar cases, for property located in this State of foreign corporations.

²³ **Exhibit no. 9**: Excerpts from the English Court of Appeal decision *Adams v. Cape Industries Plc* of 27 July 1989 (with a translation for information purposes only); see also **Exhibit no. 21**: Judgment of the High Court of Justice of England and Wales, November 22, 2024 (certified copy with sworn translation), §§18 and followings.

²⁵ **Exhibit no. 2**: Certificate of Registration of CIHL (with a translation for information purposes only)

² **Exhibit no. 21**: Judgment of the High Court of Justice of England and Wales, November 22, 2024 (certified copy with sworn translation), §52

³ A Canadian company with no connection to Cape Plc / CIHL

²⁹ **Exhibit no. 10**: Email from Counsel for the Tibbs plaintiffs to the Richland County Court, April 8, 2024 (with a translation for information purposes only)

The Richland County Court of Common Pleas was therefore in principle removed from the main action against Cape Plc.

21. However, on June 30, 2023, AIA and Mr. Altrad were summoned as third-party defendants in the Tibbs case by Mr. Protopapas, in his alleged capacity as receiver of "Cape Plc" (**Exhibit no. 11**)³¹. Under U.S. law, third-party practice implies that the principal defendant brings ancillary claims in the context of a main proceeding, in order to obtain recognition of the liability of a third party to the proceeding.

Under the terms of the summons dated June 30, 2023, Mr. Protopapas alleges that each of the third-party defendants is either a right-holder of "Cape Plc" and its subsidiaries and affiliates, or a beneficiary and active participant in an alleged scheme set up by "Cape Plc" to evade its obligations (**Exhibit no. 11, § 119**)³². Mr. Protopapas further alleges that the third-party defendants facilitated, caused or directed "Cape Plc's" asbestos distribution scheme in the United States, or acted as right-holder or beneficiaries of entities involved in that scheme (**Exhibit no. 11 §§137-141**)³⁴.

The tone of the summons is particularly surprising:

*"This lawsuit seeks to finally hold accountable three groups of Third-Party Defendants (including their predecessors in interest) who are responsible for the sale and use of asbestos or asbestos-containing products throughout the United States, including in South Carolina, and which caused or materially contributed to thousands of deaths from mesothelioma or other asbestos-related disease, and billions of dollars of past, present, and calculable future damages. For decades, certain of these Third-Party Defendants created sham transactions to feign exits of the asbestos industry in the United States, leaving shells and an absence of insurance coverage to account for their massive liability exposure. And also for decades, they hid behind (or within) byzantine collectives of limited liability and other holding companies internationally, avoiding responsibility while continuing to reap the profits from the sales of asbestos and asbestos-containing products throughout the United States, including in South Carolina. In sum, these three groups of Third-Party Defendants have wreaked havoc in the United States, padded their already massive coffers with blood money on top of blood money, and amused themselves with the supposed ingenuity of their scheme to avoid any responsibility. This lawsuit begins their reckoning." (Exhibit no. 11, bold added).*³⁵

Mr. Protopapas therefore requests that the third-party defendants, including AIA and Mr. Altrad, be declared liable for all the obligations of Cape Plc and CIHL, for alleged unjust enrichment and a liability avoidance scheme in connection with NAAC's distribution of asbestos fibers in the 1960s-70s (**Exhibit no. 11 §§125-130**)³⁶.

22. The hearing on the merits to rule on the third-party defendants' liability was initially scheduled for the week of February 3 to 7, 2025 (**Exhibit no. 12**)³⁷, but was finally postponed to a later date which is not yet known.

³¹ Exhibit no. 11: Third-party claim of June 30, 2023 (with a translation for information purposes only)

³² Exhibit no. 11: Third-party claim of June 30, 2023 (with a translation for information purposes only)

³⁴ Exhibit no. 11: Third-party claim of June 30, 2023 (with a translation for information purposes only)

³⁵ Exhibit no. 11: Third-party claim of June 30, 2023 (with a translation for information purposes only)

³⁶ Exhibit no. 11: Third-party claim of June 30, 2023 (with a translation for information purposes only)

³⁷ Exhibit no. 12: Order from October 1, 2024 of Judge Toal setting a procedural timetable (with a translation for information purposes only)

23. **These proceedings are therefore taking place at a time when :**
- **the appointment of Mr. Protopapas as receiver of "Cape Plc", which appears irregular in view of the place of establishment and the law applicable to Cape Plc / CIHL, was circumscribed to the Park case;**
 - **the principal plaintiffs had withdrawn their claim and action against Cape Plc / CIHL, under the terms of an agreement concluded by Mr. Protopapas himself;**
 - **Mr. Altrad and AIA are totally unaware of the facts at the origin of the litigation, insofar as they stem from the activities of NAAC, which was liquidated in 1978, i.e. almost 40 years before the acquisition of the Cape Group by the Altrad Group.**

1.2.4 AIA's and Mr. Altrad's defenses in the U.S. proceedings

24. AIA and Mr. Altrad have taken significant steps to defend their interests in the Tibbs proceedings.
25. On September 1, 2023, they first filed a motion with Judge Toal seeking, notably, to (i) dismiss Mr. Protopapas's claims on the grounds that there was no personal jurisdiction over them and (ii) to set aside the receivership over Cape Plc (Exhibit no. 13).³⁸

On October 18, 2023, Mr. Protopapas filed submissions in opposition to the third-party defendants' motions (Exhibit no. 14)⁴⁰. In these submissions, he commented in particular on the entity named in the receivership order ("Cape Plc", an entity created in 2010 in Jersey), claiming that this was a simple naming error, the true entity referred to actually being CIHL.

26. On December 6, 2023, under the terms of an order **drafted in full by Mr. Protopapas**⁴¹, adopted 24 hours after submitting the draft without any modification by the court, Judge Toal dismissed all the third-party defendants' motions (Exhibit no. 15).⁴³ In particular, it is stated that:
- The sole entity targeted by the receivership would be CIHL and not Cape Plc, this confusion resulting from a simple naming error, so that the proceedings deeds were not irregular.
 - The receivership was justified by evidence of CIHL's long-standing attempts to evade its creditors by refusing to appear in court in the United States. It is added that the appointment of a receiver in this case would reflect an ancient practice of equity and an important legal principle aimed at correcting injustices, particularly applicable to Cape given its efforts "*to defeat [its] creditors by an act or course of conduct which indicates moral fraud — a conscious intent to defeat, delay, or hinder his creditors in the collection of their debts.*"
 - South Carolina courts would have jurisdiction over CIHL, given its relation with NAAC.
 - The South Carolina courts would have jurisdiction over AIA and Mr. Altrad, insofar as the third-party defendants' writ of summons contained sufficient evidence to suggest their participation in the scheme set up by CIHL to avoid liability for damage caused by asbestos products.

³⁸ Exhibit no. 13: Mr. Altrad and AIA's Motion dated September 1, 2023 (with a translation for information purposes only)

⁴⁰ Exhibit no. 14: Opposition brief of Mr. Protopapas dated October 18, 2023 (with a translation for information purposes only)

⁴¹ Exhibit no. 21: Judgment of the *High Court of Justice of England and Wales*, November 22, 2024 (certified copy with sworn translation), §65

⁴³ Exhibit no. 15: Judge Toal's Order of December 6, 2023 Denying Certain Thirdparty Defendants' Motions to Dissolve Receivership and Third-Party Defendants' Motions to Dismiss for Lack of Personal Jurisdiction (with a translation for information purposes only)

AIA and Mr. Altrad have appealed this order.

27. In the context of proceedings to bring third parties into the case, Mr. Protopapas submitted Discovery, Examination and Witness requests to AIA and Mr. Altrad. These requests covered :
- questioning relating to property owned by AIA and Mr. Altrad, their insurance policies and documents prepared for their defense, and
 - discovery requests of an extremely large scope covering a period of 40 years.

Mr. Protopapas' objective was clearly to disrupt Mr. Altrad's and AIA's defense by flooding them with excessive discovery requests. Mr. Altrad and AIA firmly opposed these requests.⁴⁵

28. On April 3, 2024, Mr. Protopapas filed a motion seeking sanctions against AIA and Mr. Altrad, in light of the latter's contestations to *Discovery* requests (**Exhibit no. 17**).⁴⁷

On May 23, 2024, Judge Toal granted the request for sanctions and :

- ordered AIA and Mr. Altrad to pay Mr. Protopapas' fees (more than \$2 million),
- recognized the existence of an adverse inference. In other words, the decision on the merits could be based solely on Mr. Protopapas' declarations and exhibits, without allowing an adversarial debate. Judge Toal thus admitted a number of factual observations unfavorable to AIA and Mr. Altrad, as put forward by Mr. Protopapas and without any possibility for the plaintiffs herein to contest their merits:

*"the Court draws the adverse inference that each of the Altrad Third-Party Defendants was at relevant times the alter ego of Cape, requiring piercing of the corporate veil. Likewise, each of the Altrad Third-Party Defendants is responsible for or has benefitted unjustly from Cape's liability-avoidance scheme" (Exhibit no. 18).*⁴⁸

AIA and Mr. Altrad also appealed this order.

However, the Court of Appeal ruled that AIA's and Mr. Altrad's appeals were inadmissible, considering that the merits of Judge Toal's orders could not be examined independently of the decision on the merits. Mr. Altrad and AIA appealed to the South Carolina Supreme Court. These appeals were also rejected by the Supreme Court in its decision of June 26, 2025 (see §43 *below*).

1.3 The English decision on Mr. Protopapas' lack of authority and its recognition in France

29. Cape Plc and CIHL turned to their natural judge, the English court, to have Mr. Protopapas' lack of authority declared.

⁴⁵ In a letter dated June 20, 2024, the Strategic Information and Economic Security Service (*Service de l'information stratégique et de la sécurité économiques*, SISSE) confirmed to AIA that the Discovery request documents against them in South Carolina was subject to Law no. 68-678 of July 26, 1968, known as the "Blocking Statute", prohibiting them from any spontaneous communication without going through the international mutual assistance channels applicable between France and the United States (**Exhibit no. 16**).

⁴⁷ **Exhibit no. 17**: Mr. Protopapas' motion for sanctions against AIA and Mr. Altrad of April 3, 2024 (with a translation for information purposes only)

⁴⁸ **Exhibit no. 18**: Judge Toal's order of May 23, 2024 Granting Motions for Sanctions and Adverse Inference (with a translation for information purposes only), pp. 29 and following.

1.3.1 Referral to the *High Court* by the true legal representatives of Cape Plc and CIHL

30. On September 9, 2024, Cape Plc and CIHL, represented by their true legal representatives in office, applied to the High Court to, notably, order that Mr. Protopapas (i) cease acting or claiming to act as receiver of Cape Plc and CIHL and (ii) cease assuming the status of legal representative of CIHL, not only in England and Wales but, more generally, throughout the world.

Mr. Protopapas has not filed any submissions or exhibits in these proceedings. On September 5, 2024, he had expressly indicated to the English counsel of Cape Plc and CIHL that he would not be appearing (Exhibits no. 19 and 20).⁴⁹

The oral hearing took place during the week of November 11, 2024. Mr. Protopapas neither appeared nor was represented.

1.3.2 The High Court's non-recognition of Mr. Protopapas' appointment as CIHL's receiver and the injunction to cease acting in the name and on behalf of CIHL.

31. In the English Decision handed down by Judge Mann, composed of the judgment of November 22, 2024 (Exhibit no. 21)⁵¹ and the order of the same day with the operative part (Exhibit no. 22)⁵¹, the High Court ruled that :

- The American order of March 16, 2023 under which Mr. Protopapas was appointed as receiver of CIHL "*is not recognised and has no legal effect in England and Wales or worldwide*";
- Mr. Protopapas has "*no power or authority to act on behalf of CIHL in England and Wales or worldwide*";
- The rights and duties of CIHL's directors are not affected by the appointment of Mr. Protopapas as CIHL's receiver under Judge Toal's order of March 16, 2023;
- M. Protopapas has no power or authority to act on behalf of CIHL before the South Carolina court in the Park and Tibbs cases and to issue or pursue third party claims, including in the Tibbs case, against any of the third party defendants in those proceedings, "*including (i) Mohed Altrad, (ii) Altrad Investment Authority SAS, (iii) Altrad UK Ltd, (iv) Cape UK Holdings Newco Ltd, (v) Cape Industrial Services Group Ltd, (vi) Cape Holdco Ltd, (vii) Altrad Services Ltd*" (Exhibit no. 22).⁵²

Accordingly, the High Court ordered Mr. Protopapas to :

- cease acting or claiming to act as CIHL's receiver in England, Wales and worldwide ;
- cease "*appropriating, interfering with or usurping (in any way whatsoever) the lawful exercise of the rights and duties of the directors of CIHL*" in England, Wales and elsewhere;
- cease acting or claiming to act as CIHL's receiver in the Park and Tibbs cases in England, Wales and worldwide;

⁴⁹ Exhibit no. 19: Letter before action from Cape Plc and CIHL's Counsel to Mr. Protopapas dated August 30, 2024 (with a translation for information purposes only) and Exhibit no. 20: Letter from Cape Plc and CIHL's Counsel to Mr. Protopapas dated August 30, 2024 (with a translation for information purposes only)

⁵¹ Exhibit no. 21: Judgment of the High Court of Justice of England and Wales, November 22, 2024 (certified copy with sworn translation)

⁵¹ Exhibit no. 22: Order of the High Court of Justice of England and Wales dated November 22, 2024 (certified copy with sworn translation)

⁵² Exhibit no. 22: Order of the High Court of Justice of England and Wales of November 22, 2024 (certified copy with sworn translation), §§6-10

- cease to pursue any action to prosecute Mr. Altrad and AIA as third-party defendants in the Tibbs proceedings;
- cease "*purporting to act for CIHL in the claim brought in the South Carolina Court by a summons dated 11 November 2024 and with claim number C/A NO. 2024-CP-40-06639 or in any other legal proceedings issued against CIHL in the South Carolina Court or worldwide*" (Exhibit no. 22).⁵³

32. Indeed, the High Court considered in its Judgment of November 22, 2024 that Mr. Protopapas's actions qualified as abusive constituted a serious threat, justifying the issuance of such global injunctions:

"the powers given to the receiver are apparently very long-arm and would be capable of being exercised worldwide, including this jurisdiction. He has not disavowed any intention so to use them. They are oppressive and have already been used to the disadvantage of CIHL." (Exhibit no. 21).⁵⁵

It should be noted that the order of November 22, 2024 was issued in favor of CIHL only, since Mr. Protopapas, as well as Judge Toal in her decision of December 6, 2023, recognized that Cape Plc was not the target of the various actions initiated in South Carolina against "Cape Plc" (Exhibit no. 21).⁵⁶

Mr. Protopapas' lack of authority and capacity to act in the name and on behalf of CIHL was therefore judicially recognized by the High Court.

The English Decision was also accompanied by a Penal Notice under which Mr. Protopapas and any other person acting in breach of the order made by the English judge would be guilty of contempt of court and liable to criminal sanctions, including imprisonment (Exhibit no. 23).⁵⁷

33. The English Decision was served on Mr. Protopapas on November 22, 2024 (Exhibit no. 24)⁵⁸. It is now **enforceable and final**.

Indeed, under English procedural law, the unsuccessful party has a period of 21 days from the date of service of the decision on the parties to request leave to appeal.

In this case, Mr. Protopapas had 21 days from the date of notification of the English Decision by counsel of Cape Plc / CIHL to request leave to appeal, i.e. until December 13, 2024.

As the deadline has now expired without any request for leave to appeal having been made by Mr. Protopapas, the English Decision is no longer subject to appeal.

On March 31, 2025, the English judge also provisionally ordered Mr. Protopapas to reimburse Cape Plc / CIHL part of their legal costs, up to a total of £1,000,000. A decision is expected shortly on the final amount of Mr Protopapas' award.

34. However, Mr. Protopapas has continued the proceedings in South Carolina against AIA and Mr. Altrad, on behalf of Cape Plc / CIHL, without any regard for the injunctions issued against him by the English Judge.

⁵³ Exhibit no. 22: Order of the High Court of Justice of England and Wales of November 22, 2024 (certified copy with sworn translation), §§6-10

⁵⁵ Exhibit no. 21: Judgment of the High Court of Justice of England and Wales, November 22, 2024 (certified copy with sworn translation), §134

⁵⁶ Exhibit no. 21: Judgment of the High Court of Justice of England and Wales, November 22, 2024 (certified copy with sworn translation), §140

⁵⁷ Exhibit no. 23: Penal Notice from the English judge (with a translation for information purposes only)

⁵⁸ Exhibit no. 24: Service on Mr. Protopapas of the Judgment and Order of the High Court of Justice of England and Wales dated November 22, 2024 (with proof of receipt by post) (with a translation for information purposes only)

1.3.3 Exequatur of the English decision in France

35. In order to protect themselves against the potentially very negative effects of a decision to be handed down in South Carolina, in the context of proceedings abusively pursued against them by Mr. Protopapas, Mr. Altrad and AIA were forced to initiate proceedings to have the English Decision recognized as enforceable on French territory.

By order dated December 20, 2024 (Exhibit no. 25)⁵⁹, Cape Plc, CIHL, AIA and Mr. Altrad were authorized to summon Mr. Protopapas on a fixed date for a hearing on February 11, 2025 before the Montpellier Civil Court, with a view to having the English Decision of November 22, 2024 declared enforceable in France.

Mr. Protopapas was personally served with the exequatur summons and the request for a fixed date summons on December 30, 2024 (Exhibit no. 26)⁶¹. However, Mr. Protopapas did not wish to appear in the proceedings:

*"No lawyer has been appointed for Mr. Peter Protopapas, the summons having been delivered to his address on December 30, 2024, in accordance with the provisions and formalities set out in the Hague Convention of November 15, 1965, on the service of judicial and extrajudicial documents in the Member States" (Exhibit no. 27, p. 4).*⁶²

- 36. In a judgment dated April 8, 2025 (Exhibit no. 27)⁶³, considering that all the conditions had been met, the Montpellier Civil Court granted exequatur and declared the English Decision enforceable in France.**

The Exequatur Judgment was personally served on Mr. Protopapas on May 20, 2025 (Exhibit no. 28).⁶⁴

1.3.4 The consequences in South Carolina of the English and French proceedings

37. In view of the proceedings initiated against him across the Atlantic, Mr. Protopapas made several attempts to intimidate and accelerate the course of the proceedings in South Carolina.

As soon as he was informed of Cape Plc's and CIHL's intention to apply to the English judge for recognition of his lack of power as receiver, Mr. Protopapas threatened Cape Plc's and CIHL's counsel with direct legal action against them in South Carolina (Exhibits no. 19 and 20)⁶⁵:

"Your letter solicits me to violate South Carolina law and is akin to extortion. Respectfully, I refuse to allow your tortious threats to guide my legal and ethical duties imposed on me as a court-appointed receiver. As a result, I am left with no choice but to sue your firm. Attached you will find a recently filed declaratory judgement action against Winston & Strawn LLP. I anticipate filing a Rule to Show Cause against your firm requiring your firm to explain its conduct to the Receivership Court. A sensible solution to this issue is for you to withdraw the Letter and undertake to not seek any relief in the English Courts or any other court than that seized of the jurisdiction in South Carolina and I will withdraw the Complaint and Rule to Show Cause" (Exhibit

⁵⁹ Exhibit no. 25: Order of the Presiding Judge of the Montpellier Civil Court of December 20, 2024 authorizing the plaintiffs to summon Mr. Protopapas on a fixed date.

⁶¹ Exhibit no. 26: Service of draft summons for exequatur on Mr. Protopapas on December 30, 2024

⁶² Exhibit no. 27: Exequatur Judgment of the Montpellier Civil Court of April 8, 2025

⁶³ Exhibit no. 27: Exequatur Judgment of the Montpellier Civil Court of April 8, 2025

⁶⁴ Exhibit no. 28: Service of the Exequatur Judgment on Mr. Protopapas on May 20, 2025

⁶⁵ Exhibit no. 19: Letter before action from Cape Plc and CIHL's Counsel to Mr. Protopapas dated August 30, 2024 (with a translation for information purposes only) and Exhibit no. 20: Letter from Cape Plc and CIHL's Counsel to Mr. Protopapas dated August 30, 2024 (with a translation for information purposes only)

no. 20, p. 5, emphasis added).⁶⁶

Winston & Strawn withdrew from the case following this letter, and Cape Plc and CIHL had to instruct new counsel as a matter of urgency.⁶⁷

38. Mr. Protopapas subsequently attempted to intimidate an expert ("Judge Wilkins"), commissioned by Cape Plc and CIHL in the English proceedings to give a legal opinion on issues of South Carolina law. Judge Mann in the English Decision notes the following on this subject:

"On 5th November the receiver issued a subpoena for a deposition, and made extensive demands for disclosure on the judge. That conduct looks intimidatory. Whether or not that is right, the judge thought it right to provide (apparently unbidden) a short further "report" saying that he did not intend to express a view as to whether and to what extent the law in his report applied to any case anywhere in the world, and that his involvement in such matters is now hereby "concluded". When one reads the report properly one can see that that is plainly the case - he did not trespass into the area of saying how it should have been applied in the present matter. After he provided that supplemental report the subpoena was withdrawn" (Exhibit no. 21).⁶⁸

39. Mr. Protopapas also filed a motion before Judge Toal asking her to enjoin the "Altrad Defendants" *"to terminate their improper action pending before the High Court of Justice of England and Wales seeking to enjoin the Receiver from performing his Court-ordered duties."* (the action in England was initiated by Cape Plc and CIHL). However, Judge Toal refused to grant this request (Exhibit no. 21).⁷⁰
40. On November 8, 2024, Mr. Protopapas filed a motion for summary judgment against AIA and Mr. Altrad in the Tibbs third-party defendant proceedings, although the hearing was scheduled less than three months later - on February 3, 2025 (Exhibit no. 21)⁷². In the end, the trial on the merits was suspended in view of the numerous constataions raised (quite rightly) by the third-party defendants. The date of the adjournment of the oral hearing is not yet known.
41. On December 13, 2024, notably in reaction to the English Decision and the notice of penalty attached to it⁴, Mr. Protopapas filed an "Emergency Motion for Supersedeas of Execution and Temporary Restraining Order" before the South Carolina Supreme Court (Exhibit no. 29).⁷⁵

In it, Mr. Protopapas claims that the actions taken by Cape Plc / CIHL in the United Kingdom, on the one hand, and the defenses raised by Mr. Altrad and AIA in South Carolina, on the other, with the legitimate aim of asserting their rights, is equivalent to threats and harassment. Moreover, Mr. Protopapas incorrectly presents the actions in the United Kingdom as having been initiated by AIA and Mr. Altrad:

"In light of the egregious and emergent nature of the actions by [Altrad] Petitioners and their counsel, both in the US and UK, Peter D. Protopapas, in his capacity as the court-appointed Receiver for Cape PLC, individually and as successor in interest to Cape

⁶⁶ Exhibit no. 20: Letter from Cape Plc and CIHL's Counsel to Mr. Protopapas dated August 30, 2024 (with a translation for information purposes only)

⁶⁷ Exhibit no. 21: Judgment of the High Court of Justice of England and Wales, November 22, 2024 (certified copy with sworn translation), §82

⁶⁸ Exhibit no. 21: Judgment of the High Court of Justice of England and Wales, November 22, 2024 (certified copy with sworn translation), §83

⁷⁰ Exhibit no. 21: Judgment of the High Court of Justice of England and Wales, November 22, 2024 (certified copy with sworn translation), §84

⁷² Exhibit no. 21: Judgment of the High Court of Justice of England and Wales, November 22, 2024 (certified copy with sworn translation), §84

⁴ The content of which Mr. Protopapas was reminded several times in letters sent by Cape Plc / CIHL's English counsel, asking him to cease his actions in breach of the English Decision.

⁷⁵ Exhibit no. 29: Mr. Protopapas' Emergency Motion for Supersedeas and Temporary Restraining Order dated December 13, 2024

Asbestos Company Limited, n/k/a Cape Intermediate Holdings Ltd. (the "Receiver"), hereby moves this Court on an emergency basis to issue a supersedeas to protect and enforce the Court's jurisdiction and a temporary restraining order against Petitioners enjoining Petitioners, their officers, directors, representatives, counsel, and agents from taking any action attempting to prevent the Receiver from fulfilling his court-appointed duties and participating in litigation in this Court and other courts in South Carolina and the United States. (...)

The UK litigation, the resulting purported injunction, and the submission of the documents to this Court are irregular attempts to harass the Receiver in an effort to collaterally attack this state's judicial orders after nearly a year of failed successive appeals and a failed removal to the South Carolina District Court. The Court should grant this Motion in order to protect and enforce its jurisdiction and enjoin Petitioners from attempting to utilize the unilateral foreign injunction to supersede and shut down a legitimate state-court receivership" (Exhibit no. 29, pages 5 to 7)⁷⁶.

42. In a motion dated January 9, 2025 (Exhibit no. 30)⁷⁷, in view of the exequatur proceedings initiated in France, Mr. Protopapas asked the South Carolina Supreme Court to stay all procedural deadlines, pending the court's consideration of his emergency motion. Mr. Protopapas again claims in his motion that he has been "threatened" by AIA and Mr. Altrad, and that the latter have filed criminal proceedings against him, which is untrue:

"Due to the highly unusual circumstances and the ongoing use of criminal and civil threats against the Receiver and his counsel, the Receiver is requesting a stay of all deadlines while the Court considers the Emergency Motion. (...)

Petitioners Mohed Altrad and Altrad Investment Authority S.A.S. (the "Altrad Petitioners") continue to threaten and are presently seeking to imprison, fine, and seize the assets of anyone who purports to act on behalf of the court-appointed Receiver, including the attorneys for the court-appointed Receiver. (...)

The joint Plaintiffs in the French action, Cape Plc, Cape Intermediate Holdings Limited (CIHL), Altrad Investment Authority (AIA), and Mr Mohed Altrad, are seeking to domesticate the UK judgment against the Receiver in France as a matter of "urgency" as well as additional relief" (Exhibit no. 30, page 3, emphasize added).⁷⁸

The motion to stay deadlines was rejected by the South Carolina Supreme Court in a decision dated January 16, 2025 (Exhibit no. 31).⁷⁹

43. On June 3, 2025, in reaction to the Exequatur Judgment served on him on May 20, 2025, Mr. Protopapas sought further sanctions against AIA and Mr. Altrad before the South Carolina Supreme Court (Exhibit no. 32)⁸⁰:

"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 [...]

⁷⁶ Exhibit no. 29: Mr. Protopapas' Emergency Motion for Supersedeas and Temporary Restraining Order dated December 13, 2024

⁷⁷ Exhibit no. 30: Mr. Protopapas' Motion to Stay Deadlines dated January 9, 2025

⁷⁸ Exhibit no. 30: Mr. Protopapas' Motion to Stay Deadlines dated January 9, 2025, p. 3

⁷⁹ Exhibit no. 31: Decision of the South Carolina Supreme Court dated January 16, 2025

⁸⁰ Exhibit no. 32: Mr. Protopapas' Motion for Sanctions before the South Carolina Supreme Court, June 3, 2025

Armed with orders from these foreign courts, the Appellants continue to escalate their threats against the Receiver and his counsel" (Exhibit no. 32, pp. 2-3).

"Accordingly, the Receiver respectfully requests that the Court issue an order 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" (Exhibit no. 32, pp. 23-24).

44. In an order dated June 26, 2025 (Exhibit no. 33)⁶¹, the South Carolina Supreme Court partially responded to the numerous appeals and motions brought before it by the various parties involved in this case. On this occasion, it ruled on the powers of the receiver:
- The Supreme Court first referred to a decision handed down by its own court a few weeks earlier in a separate case, *Welch v. Advance Auto Parts, Inc.* (Exhibit no. 34)⁶² of May 21, 2025, in which Mr. Protopapas had also been appointed receiver. In the *Welch* decision, the Supreme Court reiterated that the powers of the receiver are not unlimited in that (i) they are limited to marshalling the assets expressly designated in the order placing the company under receivership, and (ii) they do not in any way constitute authorization for the receiver to 'enter the boardroom' of a company and/or take control of its operations. (Exhibit no. 34, page 30)
 - Accordingly, in the *Tibbs* case, the Supreme Court reiterated that a receiver may **only** exercise his functions **on the basis of an order issued specifically in the context of the case in which he is supposed to intervene**, and that the receiver's powers must be limited by the said order. The Supreme Court therefore instructed Judge Toal to ensure compliance with these requirements in the *Tibbs* case.
45. **As a result, Mr. Protopapas is currently pursuing proceedings on behalf of Cape Plc / CIHL against Mr. Altrad and AIA, in South Carolina, in breach of (i) the terms of the injunction issued by the English judge, now enforceable in France, but also (ii) a decision of the South Carolina Supreme Court.**

It is in this context that the present summons are issued.

⁶¹ Exhibit no. 33: Order of the South Carolina Supreme Court dated June 26, 2025

⁶² Exhibit no. 34: Decision of the South Carolina Supreme Court *Welch v. Advance Auto Parts, Inc.* dated May 21, 2025

2. DISCUSSION

46. Mr. Altrad and AIA intend to argue in the present writ of summons that Mr. Protopapas should be held liable, so that the Plaintiffs can obtain compensation for the prejudice suffered as a result of the proceedings abusively initiated and pursued against them by Mr. Protopapas in South Carolina (2.2). They will also issue a claim for legal costs (2.3).

First, Mr. Altrad and AIA will demonstrate that the French courts have jurisdiction and that French law is applicable to the present dispute (2.1).

2.1 As a preliminary point: International jurisdiction and applicable law

2.1.1 French courts have jurisdiction to rule on the present dispute

47. Mr. Protopapas is an American citizen domiciled in the United States.
48. In the absence of an international convention applicable between France and the United States concerning international jurisdiction, reference should be made to domestic provisions.

Article 14 of the French Civil Code states that: "*A foreigner, even one not residing in France, may be summoned before the French courts for the performance of obligations contracted by him in France with a French citizen; he may be brought before the French courts for obligations contracted by him in a foreign country with French citizens*".

49. Mr. Altrad is a French citizen.

AIA's head office is located in Béziers, France.

50. The French courts therefore have jurisdiction to hear the liability action brought by Mr. Altrad and AIA against Mr. Protopapas, for the abusive proceedings brought by Mr. Protopapas against them in South Carolina.

2.1.2 French law is applicable to the dispute

51. In the absence of a contractual relationship between Mr. Altrad, AIA and Mr. Protopapas, the action brought in this case is a tort action.

Regulation (EC) no. 864/2007 on the law applicable to non-contractual obligations (the "**Rome II Regulation**") is applicable insofar as the French courts are seized of the dispute.

Article 4 of the Rome II Regulation states that "*the law applicable to a non-contractual obligation arising out of a tort/delict shall be the law of the country in which the damage occurs irrespective of the country in which the event giving rise to the damage occurred and irrespective of the country or countries in which the indirect consequences of that event occur*".

52. In this case, the damage suffered by Mr Altrad and AIA is located in France:
- the actions abusively pursued by Mr. Protopapas in South Carolina involved a major mobilization of internal resources for AIA, whose head office and most of its assets are located in France,
 - this mobilization of resources had an impact on AIA's commercial activity in France,
 - the bank accounts from which the legal and other costs incurred by Mr. Altrad and AIA for the South Carolina proceedings were drawn are held by French banks,

- Mr. Altrad, domiciled in France, has suffered significant moral prejudice as a result of the abusive proceedings brought against him personally, and threatening the image and future of a company he founded and to which he has devoted his life,
- in view of Mr. Protopapas' pursuit of proceedings in South Carolina against Mr. Altrad and AIA, in breach of the English Decision handed down on November 22, 2024, the Plaintiffs have been forced to incur additional legal costs in France in order to obtain the exequatur of the English Decision and thus protect themselves from the potentially very negative effects of a sentencing decision to be handed down in South Carolina,
- Mr. Protopapas' pursuit of the proceedings in South Carolina is a direct breach of a French court decision, namely the Exequatur Judgment of the English Decision.

53. French law is therefore applicable to the present dispute.

2.2 Mr. Protopapas must be held liable for pursuing manifestly abusive proceedings against AIA and Mr. Altrad

54. Under article 1240 of the French Civil Code, "*any act of man, which causes damage to another, obliges the person by whose fault it occurred to repair it*".

In the case at hand, Mr. Protopapas' abusive procedural behavior in South Carolina and his persistent refusal to take into account the decisions of the English and French judges (2.2.1) have caused significant prejudice to the Plaintiffs (2.2.2). Mr. Protopapas should therefore be ordered to pay full compensation for these losses, on the basis of article 1240 of the French Civil Code.

2.2.1 Mr. Protopapas's abusive actions in South Carolina constitute a fault that gives rise to tort liability.

a) The basis of Mr. Protopapas' actions is manifestly irregular

55. In this case, Mr. Protopapas is suing AIA and Mr. Altrad in the South Carolina courts, allegedly on behalf of their subsidiary CIHL, under the terms of an order issued under manifestly irregular conditions:

- The order of March 16, 2023 (**Exhibit no. 4**) was issued in the context of a case that had apparently been "*fully resolved*" - in accordance with the e-mail sent to the court by counsel for one of the parties on June 3, 2022 (**Exhibit no. 8**) - and which in fact has been inactive since that date, without any decision on the merits having been handed down.
- This order was issued without a hearing or adversarial debate, and only 10 days after the filing of the motion requesting the appointment of Mr. Protopapas as receiver.
- This order was issued in disregard of (i) English law, which is exclusively applicable to the autonomy of a company established in England, and (ii) the exclusive jurisdiction of English courts to appoint a receiver for a company established on its territory, as this court rightly pointed out in its Exequatur Judgment:

"Cape Pic and CIHL are two English companies, the former registered in Jersey, a British island, and the latter in Appleton, Warrington, England.

*To defend their interests in the dispute with Mr. Peter Protopapas, appointed in South Carolina in the United States as receiver, **in defiance of English law and the applicable rules of jurisdiction**, they have turned to the English judge on the*

grounds that their principal place of business, their assets and their governing bodies are located in England" (Exhibit no. 27, page 6, bold added).⁸³

Indeed :

- CIHL is a fully operational company and in good standing, with governing bodies appointed in accordance with its articles of incorporation (Exhibit no. 2)⁸⁵. It is not the subject of any insolvency proceedings, neither in South Carolina nor in England. Its placement under receivership is therefore manifestly irregular under English law, which is exclusively applicable to it, and which was not examined in deciding on the measure.
- Judge Toal justified her jurisdiction on the grounds that Cape Plc / CIHL had established a "presence" in South Carolina through NAAC, a former subsidiary of the Cape Group dissolved in 1978 (see §17 above). In other words, Cape Plc / CIHL would be the right-holder and *alter ego* of NAAC, and should therefore be considered as established in the United States through NAAC. However, neither Cape Plc nor CIHL have ever carried out any activities, directly or indirectly, in South Carolina or elsewhere in the United States. The Cape Group has no establishment or assets in this territory.

This was so ruled by a final decision handed down by an English judge in 1989 (Exhibit no. 9), which is the subject of a request for enforcement pending before this court: in *Adams v. Cape Industries Plc* of July 27, 1989, the English Court of Appeal ruled, in the context of an extremely well-reasoned decision (the oral hearings lasted 17 days) on the jurisdiction of the American judge who had sentenced CIHL (formerly known as Cape Industries Plc) because of the activities carried out by its former subsidiary NAAC.

Adams v. Cape deals in detail with the question of the control exercised by CIHL over NAAC, and in particular the issue of the alter ego and autonomy of NAAC's legal entity. The English Court of Appeal concluded that NAAC was not CIHL's alter ego, that there was no need to lift NAAC's corporate veil and that, consequently, CIHL's presence in the United States had not been established, so that the American judge did not have jurisdiction.

The appointment of Mr. Protopapas as CIHL's receiver is therefore in direct contradiction with this decision, as the High Court pointed out in the English Decision:

"The defendant, as receiver, has been launching claims in the US purportedly on behalf of CIHL which involve claims and assertions that are directly contrary to the factual case successfully advanced by CIHL in Adams v Cape." (Exhibit no. 21).⁸⁷

"The fundamental factual basis for appointing the receiver was the fact that "Cape" was operating through NAAC and CPC in the US, without any reference to the detailed findings of the English courts" (Exhibit no. 21)⁸⁸.

Thus, Judge Toal had no jurisdiction to take such decision, which fell within the exclusive power of the English courts.

⁸³ Exhibit no. 27: Exequatur Judgment of the Montpellier Civil Court of April 8, 2025

⁸⁵ Exhibit no. 2: CIHL Certificate of Registration (with a translation for Information purposes only)

⁸⁷ Exhibit no. 21: Judgment of the High Court of Justice of England and Wales, November 22, 2024 (certified copy with sworn translation), §20

⁸⁸ Exhibit no. 21: Judgment of the High Court of Justice of England and Wales, November 22, 2024 (certified copy with sworn translation), §47

56. Irrespective of the irregularity affecting the order of her appointment, Mr. Protopapas' action on behalf of CIHL against AIA and Mr. Altrad in the Tibbs case is itself irregular:

- Mr. Protopapas acted on behalf of CIHL in the Tibbs case pursuant to an order circumscribed to the Park case:

"this Court hereby appoints Peter Protopapas be and hereby is appointed Receiver in this case pursuant to the South Carolina Law" (Exhibit no. 4, emphasis added).⁸⁹

This irregularity was noted:

- (i) In the Exequatur Judgment of April 8, 2025:

"Despite the absence of an order pronounced in this last case, and consequently the absence of appointment of a receiver for Cape Plc or another company of the Cape Group, Mr. Peter Protopapas nevertheless intervened in these proceedings in this capacity of receiver."

- (ii) By the Supreme Court of South Carolina in its order of June 26, 2025 (Exhibit no. 33), in which it recalled that a receiver **"is not to be authorized to conduct work as to a case in which no receiver appointment order has been filed"** (emphasize added).⁹⁰

- The entity appointed in the order of March 16, 2023 is "Cape Plc", the group's current holding company established in Jersey in 2010. Mr. Protopapas later admitted that it was in fact CIHL that was the target of the receivership order, without ever taking any steps to rectify this fundamental irregularity.

Indeed, in his brief of October 18, 2023 in opposition to the motion filed by AIA and Mr. Altrad to contest Judge Toal's jurisdiction (Exhibit no. 14), Mr. Protopapas presents this error as a "simple naming error" with no prejudicial consequences. The question of which entity is concerned by a measure of judicial administration and, more generally, by judicial proceedings is, however, crucial, if only to ensure compliance with obligations to serve procedural documents.

- In this respect, the Tibbs plaintiffs' document initiating proceedings refers exclusively to Cape Plc. CIHL was never summoned, nor was it served with any procedural documents, so that even supposing that Mr. Protopapas could act on behalf of CIHL, he could not do so on behalf of a company which is not even a party to the proceedings in the Tibbs case.
- The third-party defendants' summons of June 30, 2023 (Exhibit no. 11) came after the Tibbs case had (like the Park case) been settled on June 12, 2023 between the Tibbs plaintiffs and Mr. Protopapas (on behalf of Cape Plc / CIHL) (Exhibit no. 10)⁹². Mr. Protopapas therefore acted in a matter that had in principle been resolved.

This was also noted by the present court in its Exequatur Judgment.

"On June 12, 2023, under the terms of an agreement between the Tibbs couple and Mr. Peter Protopapas, the Tibbs couple withdrew their case and action against Cape Plc: the trial court in Richland County, South Carolina, USA, was thus relieved of the main action against Cape Plc."

⁸⁹ Exhibit no. 4: Order from March 16, 2023 of Judge Toal appointing Mr. Protopapas as receiver of Cape Plc / CIHL (with a translation for information purposes only)

⁹⁰ Exhibit no. 33: Order of the South Carolina Supreme Court dated June 26, 2025, p. 4

⁹² Exhibit no. 10: Email from Counsel for the Tibbs plaintiffs to the Richland County Court, April 8, 2024 (with a translation for information purposes only)

*Even so, on June 30, 2023, AIA and Mr. Mohed Altrad were summoned as "third-party defendants" in the Tibbs case by Mr. Peter Protopapas, in his capacity as receiver of Cape Plc" (Exhibit no. 27 page 5, emphasis added).*⁹³

57. Thus, in view of the numerous irregularities referred to above, of which Mr. Protopapas clearly could not have been unaware, the pursuit of his actions against Mr. Altrad and AIA in South Carolina constitutes a fault engaging his liability. Above all, Mr. Protopapas' maneuvers largely contributed to, if not provoked, the irregularities affecting the American proceedings.

b) Mr. Protopapas' conduct of the South Carolina proceedings is unfair and misleads the American courts

58. In his actions against AIA and Mr. Altrad, Mr. Protopapas has been particularly disloyal, misleading the U.S. court by presenting truncated facts and unfounded allegations, and by concealing elements that should necessarily have been brought to its attention.
59. First of all, it should be reminded that Mr. Protopapas' mission in the context of his appointment as CIHL's receiver was, in principle, to "take any and all steps necessary to protect the interests of Cape whatever they may be" (Exhibit no. 4).⁹⁴

However, Mr. Protopapas never acted in accordance with his mission.

60. In particular, the third-party defendants' summons (Exhibit no. 11), purportedly on behalf of CIHL, contains a number of allegations that are highly unfavorable to CIHL, equivalent to total admissions of its liability for the disputed facts in the Tibbs case, and which are therefore manifestly contrary to its interests. However, according to Mr. Protopapas' developed argument, admitting CIHL's liability is tantamount to admitting the liability of AIA and Mr. Altrad. Mr. Protopapas' conduct in his role as CIHL's receiver is therefore aimed solely at serving his interests in seeing the third-party defendants condemned, and is therefore directly detrimental to AIA and Mr. Altrad. In particular:

- with regard to the allegations of unjust enrichment, Mr. Protopapas states that it would be unfair for the third-party defendants to retain any benefit resulting from the liability of "Cape Plc", (Exhibit no. 11, §§ 125-130),
- with regard to the allegations of liability under the alter ego theory and the lifting of the corporate veil, Mr. Protopapas argues that, in the interests of justice, the South Carolina Court can exercise personal jurisdiction over the third-party defendants and impose liability on them for the acts of "Cape Plc", that the third-party defendants are liable for having dominated, controlled, facilitated or benefited from the success of "Cape Plc's" asbestos activities and its liability avoidance scheme (Exhibit no. 11, §§ 137 to 141).

The High Court also noted Mr. Protopapas' disloyal behavior in the English Decision:

"(c) He is a receiver one of whose functions is apparently to protect the interests of CIHL over which he has been appointed. Yet he has demonstrated that he is not fulfilling that obligation. and is indeed apparently doing the opposite. He has made admissions in relation to asbestos claims. and advanced a positive case. which are positively damaging to the interests of CIHL." (Exhibit No. 21, §115).

61. More generally, Mr. Protopapas is granting himself full powers on the basis of his designation order, acting far beyond his mission in a case for which he was not designated, by summoning any foreign

⁹³ Exhibit no. 27: Exequatur Judgment of the Montpellier Civil Court of April 8, 2025

⁹⁴ Exhibit no. 4: Order from March 16, 2023 of Judge Toal appointing Mr. Protopapas as receiver of Cape Plc / CIHL (with a translation for information purposes only)

entity that has any connection with Cape Plc / CIHL / NAAC (including AIA and Mr. Altrad). However, the Supreme Court of South Carolina reminded in its *Welch* decision of May 21, 2025 (**Exhibit no. 34**, see §43 above) that the powers of the receiver are **not unlimited** in that they are limited to marshalling the assets expressly designated in the order appointing the receiver.

62. In addition, Mr. Protopapas constantly makes false allegations against CIHL, AIA and Mr. Altrad, without any supporting evidence. Yet, these allegations were all admitted by Judge Toal:

- on the one hand, as per the order of December 6, 2023 (**Exhibit no. 15**)⁹⁵ rejecting Mr. Altrad's and AIA's motion to raise the Tribunal's lack of jurisdiction and to cancel the judicial administration measure, as the order was drafted in full by Mr. Protopapas without any changes made by the court (see §26 above), and
- on the other hand, in the order of May 23, 2024 (**Exhibit no. 18**)⁹⁶ granting Mr. Protopapas' requests for sanctions following AIA's and Mr. Altrad's refusal to participate in the Discovery.

As a reminder, Mr. Protopapas' requests for the production of documents were excessively important and covered a period of more than 40 years, the aim clearly being to disrupt Mr. Altrad's and AIA's defense by drowning them in an unworkable Discovery (see §27 above).

In any case, it was legally impossible for Mr. Altrad and AIA to comply with these requests, given that the Blocking Statute forbade them to communicate documents or information spontaneously, without going through the international channels of mutual assistance applicable between France and the United States established by the Hague Convention of March 18, 1970 on the Taking of Evidence Abroad in Civil or Commercial Matters. This was expressly confirmed by the SISSE in a letter dated June 20, 2024 (**Exhibit no. 16**).⁹⁷

Thus, as a result of the abusive Discovery initiated by Mr. Protopapas, which was materially and legally impossible to comply with for Mr Altrad and AIA , the latter were condemned to a measure of adverse inference under which Judge Toal admitted a total of 46 false allegations made by Mr. Protopapas, without any possibility for AIA and Mr. Altrad to contest their merits under the terms of an adversarial debate:

"As to the Altrad Third-Party Defendants (inclusive of both the "Altrad Owners" and "Altrad Sparrows" groups), the Court draws the adverse inference that each of the Altrad Third-Party Defendants was at relevant times the alter ego of Cape, requiring piercing of the corporate veil. Likewise, each of the Altrad Third-Party Defendants is responsible for or has benefitted unjustly from Cape's liability-avoidance scheme. In order to reach that inference, the following inferences are made against each of the respective Altrad Third-Party Defendants:

Inferences as to AIA and Mohed Altrad

(...) 3. In 2022, Mohed Altrad was convicted of corruption offenses in France, punished by the imposition of an 18-month suspended jail term.

4. Mohed Altrad has been convicted of a crime involving dishonesty or false statement.

⁹⁵ **Exhibit no. 15:** Judge Toal's Order of December 6, 2023 Denying Certain Thirdparty Defendants' Motions to Dissolve Receivership and Third-Party Defendants' Motions to Dismiss for Lack of Personal Jurisdiction (with a translation for information purposes only)

⁹⁶ **Exhibit no. 18:** Judge Toal's order of May 23, 2024 Granting Motions for Sanctions and Adverse Inference (with a translation for information purposes only)

⁹⁷ **Exhibit no. 16:** Letter from SISSE to AIA dated June 20, 2024

(...) Inferences as to Altrad and Cape

(...) 12. AIA and Mohed Altrad were aware of Cape's asbestos-related liabilities and liability-avoidance scheme prior to the acquisition of Cape.

13. AIA and Mohed Altrad acquired Cape with the intent to continue Cape's liability-avoidance scheme and refusal to respond to litigation in the United States.

(...) 18. AIA and Mohed Altrad are responsible for Cape's continued failure to respond to litigation against Cape in the United States.

(...) Inferences as to All Altrad Third-Party Defendants

(...) 31. The Altrad Third-Party Defendants intentionally designed complexity into their corporate relationships in order to obfuscate those relationships and ownership interests while minimizing Cape's and/or their own liability risks, including for asbestos.

(...) 36. The Altrad Third-Party Defendants have done nothing to address Cape's massive unpaid responsibility for the death and illness caused by Cape's asbestos products in South Carolina and elsewhere in the United States.

(...) 38. The Altrad Third-Party Defendants have destroyed corporate records and publicly misrepresented the nature of Cape's business and liability-avoidance scheme in the United States.

General Inferences as to Alter Ego Liability

(...) 43. The Altrad Third-Party Defendants—with Cape—have acted with bad faith, abuse, fraud, wrongdoing, or injustice resulting from the blurring of legal distinctions among the Altrad Third-Party Defendants, and that inequitable consequences and fundamental unfairness have been caused from such blurring of legal distinctions and their activities and assertions of corporate separateness, including in an attempt to shield fraud, evasion of existing obligations circumvention of statutes, criminal conduct, and the like with respect to the Cape liability-avoidance scheme, and that adherence to the fiction of separate corporate identities would defeat justice." (Exhibit no. 18).⁹⁸

These findings are obviously all wrong.

63. More recently, in the motions filed by Mr. Protopapas before the South Carolina Supreme Court on December 13, 2024 (Exhibit no. 29)⁹⁹, January 9, 2025 (Exhibit no. 30)¹⁰⁰ and June 3, 2025 (Exhibit no. 32)¹⁰¹, in reaction to the English Decision and the Exequatur Judgment (see §§40 to 42 above), Mr. Protopapas persists with his lies aimed at misleading the American court. He claims that Mr. Altrad and AIA are threatening him, harassing him and seeking to have him "imprisoned", even though the only action brought by Mr. Altrad and AIA in France was an application for exequatur. Mr. Protopapas deliberately maintains the confusion surrounding the legal personality

⁹⁸ Exhibit no. 18: Judge Toaf's order of May 23, 2024 Granting Motions for Sanctions and Adverse Inference (with a translation for information purposes only), pp. 29 et seq.

⁹⁹ Exhibit no. 29: Mr. Protopapas' Emergency Motion for Supersedeas and Temporary Restraining Order dated December 13, 2024

¹⁰⁰ Exhibit no. 30: Mr. Protopapas' Motion to Stay Deadlines dated January 9, 2025, p. 3

¹⁰¹ Exhibit no. 32: Mr. Protopapas' Motion for Sanctions before the South Carolina Supreme Court, June 3, 2025

and autonomy of the entities of the Cape group, presenting the actions taken by the latter in the United Kingdom as emanating directly from AIA and Mr. Altrad.

64. **In addition**, Mr. Protopapas voluntarily refrained, in his numerous submissions, from informing Judge Toal of the fundamental *Adams v. Cape Industries Plc* decision of July 27, 1989 (see §55 above), even though the Common Law rules of procedure require him to do so.

The issue of CIHL's control of NAAC decided by the Court of Appeal in *Adams v. Cape* is at the heart of the claims against Mr. Altrad and AIA in South Carolina.

Although Mr. Altrad and AIA have never carried out any activity in the asbestos industry, their liability is sought on the basis of the alter ego theory and the lifting of the corporate veil. The (erroneous) reasoning developed by Mr. Protopapas is twofold:

- firstly, it is alleged that CIHL took the decision to dissolve NAAC in 1978 and then became its successor in interests. Following this logic, tort liability arising from NAAC's former activities would fall to CIHL.
- secondly, it is alleged, *inter alia*, that Mr. Altrad and AIA are CIHL's "alter egos" by virtue of their capital control, so that CIHL's alleged faults are imputable to them.

It was therefore essential in this case to bring to Judge Toal's attention the findings of the English judge in *Adams v. Cape*, which Mr. Protopapas could not ignore, as the High Court rightly noted in the English Decision:

"For present purposes it should be noted that the three arguments advanced by the claimant [in Adams v. Cape] (a) are all advanced, in various forms, by the receiver in the South Carolina proceedings (and by others who have commenced proceedings, presumably on the basis of the receiver's stance), and (b) were all comprehensively rejected by Scott J and the Court of Appeal on the facts and as a matter of law. While Mr Protopapas must have known this for some time, if not from the outset of the receivership, it is not apparent from the material available to the CIHL and Cape Jersey that this vital material has ever been drawn to the attention of Chief Justice Toal" (Exhibit no. 21, §26)

*"(f) The receiver's whole litigation approach on presence in South Carolina (which, as I understand it, underpins his appointment) seems to ignore and indeed contradict the careful findings of two English courts. I accept that it might be said that the South Carolina court is not necessarily bound by these findings, **but they are at least relevant and, as a person apparently charged with (inter alia) protecting the interests of CIHL, one would have thought he ought to be propounding that decision, not setting it at naught.***

*(g) There is nothing to suggest that this decision was drawn to the attention of the South Carolina court. One would have thought it would be at least relevant to its determinations. I would not presume to say whether it would have made any difference to Chief Justice Toal's decisions. That is obviously a matter for her. But at the moment **the apparent failure (if that is what there was) to draw attention to it is a matter of serious concern"** (Exhibit no. 21, §115, bold and underlining added).*

65. **Last but not least**, Mr. Protopapas displayed an aggressive and threatening attitude, engaging in several attempts to intimidate anyone taking a position that did not serve his interests (see §§ 37 and following above). In particular :

- his threats against the court officers appointed by Cape Plc and CIHL in the English proceedings,

- its attempts to intimidate AIA and Mr. Altrad from acting across the Atlantic,
- its repeated and abusive requests for sanctions, which present the actions of AIA and Mr. Altrad in a truncated and misleading manner, with the sole aim of dissuading them from legitimately asserting their rights in South Carolina.

The High Court also underlined the abusive attitude of Mr. Protopapas in the English Decision:

"(e) There is nothing wrong with an office-holder acting with vigour to protect his office, and in carrying out his functions, but his attacks, or attempted attacks, on those who would seek to support or assist a challenge to his position, to English eyes, overstep the mark. I refer to the motion against solicitors/attorneys who wrote a perfectly justified letter before action, his attempt (which failed) to get CIHL's holding companies to stop the present English action, and his steps taken against the CIHL's expert in this case. It may be that those steps are all part of litigation tactics in US litigation, and I say nothing about that, but to English eyes (which are the eyes with which I view this matter), they smack of a very aggressive approach, which is surprising. They give rise to a justifiable fear of unpredictability in future steps" (Exhibit no. 21, §115).

66. The lies, attempts at intimidation and other unfair maneuvers perpetrated by Mr. Protopapas constitute a fault likely to engage his liability.

- c) Mr. Protopapas is acting against AIA and Mr. Altrad in South Carolina, in breach of the English Decision, which is enforceable in France.

67. Last but not least, Mr. Protopapas is acting in direct breach of a court decision recognized and enforceable in the French legal system.

In the English Decision, the High Court ordered Mr. Protopapas to :

- cease acting or claiming to act as CIHL's receiver in England, South Carolina and worldwide;
- **cease and desist from pursuing the action to involve Mr. Altrad and AIA as third-party defendants in the Tibbs case (Exhibit no. 22).**¹⁰²

68. The present court granted the exequatur of the English Decision in its judgment of April 8, 2025 (Exhibit no. 27). The Exequatur Judgment was served on Mr. Protopapas on May 20, 2025 (Exhibit no. 28).¹⁰³

However, Mr. Protopapas continues to pursue his actions against AIA and Mr. Altrad in South Carolina, in defiance of the decisions of the English and French judges.

69. As a result, and in view of the foregoing, Mr. Protopapas will necessarily be held liable in tort for the damages suffered by AIA and Mr. Altrad, and hence condemned to compensate this damage.

2.2.2 Mr. Protopapas's abusive actions in South Carolina against AIA and Mr. Altrad have caused significant damage.

70. The abusive actions of Mr. Protopapas in the proceedings that have been ongoing in South Carolina for almost two years now have caused significant damage to AIA and Mr. Altrad, which should be fully compensated.

¹⁰² Exhibit no. 22: Order of the High Court of Justice of England and Wales of November 22, 2024 (certified copy with sworn translation), §§6-10

¹⁰³ Exhibit no. 28: Service of the Exequatur Judgment on Mr. Protopapas on May 20, 2025

- (i) Mr. Altrad and AIA have been sued in South Carolina for facts that they have nothing to do with, as they have never been involved in the asbestos industry and only acquired the Cape Group in 2017. The proceedings against them, orchestrated by Mr. Protopapas under the irregular conditions described above, have forced them to incur significant costs to defend their interests.

Mr. Protopapas should therefore be ordered to reimburse in full the legal fees and costs incurred in the United States, Great Britain and France in connection to the actions wrongfully brought and pursued by Mr Protopapas.

These costs, temporarily set as of 31 May 2025, amount to 7,612,062.32 Euros, according to the report drawn up by AIA's auditors, Ernst & Young Audit, in Exhibit no. 35.¹⁰⁵

In addition, the actions abusively pursued by Mr. Protopapas in South Carolina involved a significant mobilization of internal resources for AIA, which necessarily had a negative impact on its commercial activity that can be estimated at 1,000,000 Euros.

AIA therefore requests that Mr. Protopapas is ordered to pay damages amounting to 8,612,062.32 Euros as compensation for his economic and financial loss.

- (ii) The false and defamatory allegations made publicly by Mr. Protopapas in the South Carolina proceedings are clearly detrimental to the image and reputation of AIA and Mr. Altrad.

Moreover, these accusations make AIA and Mr. Altrad fear that other lawsuits will be filed against them in South Carolina or elsewhere, based on the erroneous theses put forward by Mr. Protopapas.

In this respect, Mr. Protopapas should be ordered to pay AIA and Mr. Altrad, jointly and severally, damages of 10,000,000 Euros, as compensation for their loss of image and reputation.

- (iii) Mr. Altrad has suffered significant moral damage as a result of abusive proceedings brought against him personally, and threatening the image and future of a company he founded in 1985 and to which he has devoted most of his life.

The actions, and in particular the attempts at intimidation, of Mr. Protopapas, whose powers in the South Carolina proceedings seem to know no bounds, are a source of uncertainty and legitimate fears for Mr. Altrad as to the outcome of these actions.

The Altrad Group employs nearly 65,000 people worldwide. However, the lawsuits against AIA in South Carolina might lead to extremely high fines, which would necessarily result in budget cuts for the Group, and thus to possible redundancies.

Mr Altrad is particularly attached to his teams. The fears linked to the future consequences of Mr. Protopapas' abusive lawsuits against himself and his company have been a source of anxiety and continuous and considerable stress for him, for almost two years now.

In addition, the allegations made by Mr. Protopapas at §62 of these summons constitute a breach of the presumption of innocence.

Mr. Protopapas should therefore be ordered to pay Mr. Altrad damages amounting to 5,000,000 Euros, as compensation for his moral prejudice.

¹⁰⁵ Exhibit no. 35: AIA auditors' report issued on 31 July 2025

- (iv) Finally, it is settled case law that a legal entity may also obtain compensation for moral prejudice, which may be distinct from damage to image and reputation¹⁰⁸. This prejudice is characterized in particular by damage to the values that the company in question wishes to embody.¹⁰⁹

In the case at hand, Mr Protopapas' abusive actions and his unfounded and false allegations have the effect of portraying AIA in legal proceedings as a dishonest company actively involved in fraudulent schemes designed to prevent victims of asbestos exposure, particularly those affected in the course of their employment, from obtaining compensation.

However, the Altrad Group is making significant efforts to offer its teams the best possible working conditions and to treat them with respect, honesty and consideration. The Altrad Group website states:

*"We accept our responsibilities, both as a group and as individuals, to **prevent situations that would jeopardize the health and safety of everyone in the workplace**. We treat people with consideration, regardless of their position. We conduct our business in accordance with exemplary standards of transparency, integrity and honesty. **Our responsibility towards all our employees and our working environment is particularly important to us**" (Exhibit no. 36)¹¹⁰*

The Altrad Group is also particularly attached to the values of solidarity, courage and humility.¹¹¹

Mr. Protopapas' actions thus directly undermine the values embodied by the Altrad Group worldwide.

Mr. Protopapas should therefore be ordered to pay AIA damages amounting to 5,000,000 Euros, as compensation for moral damage.

2.3 Claim for legal costs

71. In view of the circumstances of this case, it would be particularly unfair to make the Plaintiffs bear the legal costs of these proceedings.
72. In addition to the costs of legal representation, the Plaintiffs have incurred substantial translation expenses (into and from English). The amount of legal costs incurred by the Plaintiffs is justified by the invoices issued by AIA's and Mr Altrad's Counsel from March to May 2025, communicated at **Exhibit no. 37**.

The Court is therefore asked to order Mr. Protopapas to pay compensation of 200,000 Euros under article 700 of the French Code of Civil Procedure.

¹⁰⁸ See, in particular, Exhibit no. J-1: CA Paris, Sept. 3, 2010, no. 08/12822, *eBay c/ Guerlain, Kenzo Parfums, Parfums Christian Dior, Parfums Givenchy*: "Considering that the respondents are also well-founded in seeking compensation for their moral prejudice distinct from image prejudice".

¹⁰⁹ Exhibit no. J-2: CA Paris, Sept. 3, 2010, no. 08/12821, *eBay c/ Christian Dior Couture*

¹¹⁰ Exhibit no. 36 : Altrad Group website (<https://www.altrad.com/fr/nos-valeurs.html>)

¹¹¹ Exhibit no. 36 : Altrad Group website (<https://www.altrad.com/fr/nos-valeurs.html>)

ON THESE GROUNDS

In view of article 1240 of the French Civil Code,

The Civil Court of Montpellier is asked to

- **ORDER** Mr. Peter D. Protopapas to pay, by way of damages:
 - o to Altrad Investment Authority, the amount of **8,612,062.32 Euros** in compensation for economic and financial loss,
 - o Altrad Investment Authority and Mr. Mohed Altrad, jointly and severally, the amount of **10,000,000 Euros** as compensation for undermining their image and reputation,
 - o to Mr. Mohed Altrad, the amount of **5,000,000 Euros** in compensation for moral damage,
 - o Altrad Investment Authority the amount of **5,000,000 Euros** in compensation for moral damage.
- **REMIND** that provisional execution is mandatory,
- **ORDER** Mr. Peter D. Protopapas to pay the costs of the proceedings, which will be paid to Maître Frédéric Dabiens, attorney at law before the Montpellier Bar, in accordance with the provisions of article 699 of the French Code of Civil Procedure;
- **ORDER** Mr. Peter D. Protopapas to pay Altrad Investment Authority and Mr. Mohed Altrad, jointly and severally, 50,000 Euros article 700 of the French Code of Civil Procedure.

LIST OF EXHIBITS

Exhibit mentioned under reference "Exhibit no. X":

- Exhibit no. 1 :** Incorporation certificate of Altrad Investment Authority
- Exhibit no. 2 :** Certificate of registration of CIHL (with a translation for information purposes only)
- Exhibit no. 3 :** Certificate of registration of Cape Plc (with a translation for information purposes only)
- Exhibit no. 4 :** Order from March 16, 2023 of Judge Toal appointing Mr. Protopapas as receiver of Cape Plc / CIHL (with a translation for information purposes only)
- Exhibit no. 5 :** Legal Newsline, *Zombies are on the loose in a Carolina courtroom. Can anyone stop them?*, September 23, 2024 (with a translation for information purposes only)
- Exhibit no. 6 :** Legal Newsline, *'Slammed the door in my face': Key cog in South Carolina's asbestos court not at U.K. showdown*, October 15, 2024 (with a translation for information purposes only)
- Exhibit no. 7 :** Legal Newsline, *Secrecy shrouds asbestos money in South Carolina, but insurer makes play for records*, October 23, 2024 (with a translation for information purposes only)
- Exhibit no. 8 :** Email from counsel for one of the parties in the Park case, June 3, 2022 (with a translation for information purposes only)
- Exhibit no. 9 :** Excerpts from the English Court of Appeal decision Adams v. Cape Industries Plc of 27 July 1989 (with a translation for information purposes only)
- Exhibit no. 10 :** Email from Counsel for the Tibbs plaintiffs to the Richland County Court, April 8, 2024 (with a translation for information purposes only)
- Exhibit no. 11 :** Third-party claim of June 30, 2023 (with a translation for information purposes only)
- Exhibit no. 12 :** Order from October 1, 2024 of Judge Toal setting a procedural timetable (with a translation for information purposes only)
- Exhibit no. 13 :** Mr. Altrad and AIA's Motion dated September 1, 2023 (with a translation for information purposes only)
- Exhibit no. 14 :** Opposition brief of Mr. Protopapas dated October 18, 2023 (with a translation for information purposes only)
- Exhibit no. 15 :** Judge Toal's Order of December 6, 2023 Denying Certain Thirdparty Defendants' Motions to Dissolve Receivership and Third-Party Defendants' Motions to Dismiss for Lack of Personal Jurisdiction (with a translation for information purposes only)
- Exhibit no. 16 :** Letter from SISSE dated June 20, 2024
- Exhibit no. 17 :** Mr. Protopapas' motion for sanctions against AIA and Mr. Altrad of April 3, 2024 (with a translation for information purposes only)

- Exhibit no. 18 :** Judge Toal's order of May 23, 2024 Granting Motions for Sanctions and Adverse Inference (with a translation for information purposes only)
- Exhibit no. 19 :** Letter before action from Cape Plc and CIHL's Counsel to Mr. Protopapas dated August 30, 2024 (with a translation for information purposes only)
- Exhibit no. 20 :** Letter from Cape Plc and CIHL's Counsel to Mr. Protopapas dated August 30, 2024 (with a translation for information purposes only)
- Exhibit no. 21 :** Judgment of the *High Court of Justice of England and Wales*, November 22, 2024 (certified copy with sworn translation)
- Exhibit no. 22 :** Order of the *High Court of Justice of England and Wales* dated November 22, 2024 (certified copy with sworn translation)
- Exhibit no. 23 :** Penal Notice from the English judge (with a translation for information purposes only)
- Exhibit no. 24 :** Service on Mr. Protopapas of the Judgment and Order of the High Court of Justice of England and Wales dated November 22, 2024 (with proof of receipt by post) (with a translation for information purposes only)
- Exhibit no. 25 :** Order of the Presiding Judge of the Montpellier Civil Court of December 20, 2024 authorizing the plaintiffs to summon Mr. Protopapas on a fixed date.
- Exhibit no. 26 :** Service of draft summons for exequatur on Mr. Protopapas on December 30, 2024
- Exhibit no. 27 :** Exequatur Judgment of the Montpellier Civil Court of April 8, 2025
- Exhibit no. 28 :** Service of the Exequatur Judgment on Mr. Protopapas on May 20, 2025
- Exhibit no. 29 :** Mr. Protopapas' Emergency Motion for Supersedeas and Temporary Restraining Order dated December 13, 2024
- Exhibit no. 30 :** Mr. Protopapas' Motion to Stay Deadlines dated January 9, 2025
- Exhibit no. 31 :** Decision of the South Carolina Supreme Court dated January 16, 2025
- Exhibit no. 32 :** Mr. Protopapas' Motion for Sanctions before the South Carolina Supreme Court, June 3, 2025
- Exhibit no. 33 :** Order of the South Carolina Supreme Court dated June 26, 2025
- Exhibit no. 34 :** Decision of the South Carolina Supreme Court *Welch v. Advance Auto Parts, Inc.* dated May 21, 2025
- Exhibit no. 35 :** AIA auditors' report issued on 31 July 2025
- Exhibit no. 36 :** Altrad Group website (<https://www.altrad.com/fr/nos-valeurs.html>)

Exhibits mentioned under reference "Exhibit no. J-X":

- Exhibit no. J-1 :** CA Paris, September 3, 2010, n° 08/12822, *eBay c/ Guerlain, Kenzo Parfums, Parfums Christian Dior, Parfums Givenchy*

Exhibit no. J-2 : CA Paris, September 3, 2010, no. 08/12821, *eBay c/ Christian Dior Couture*