

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

RECEIVED

Oct 20 2025

S.C. SUPREME COURT

Appeal from Richland County
Court of Common Pleas
The Honorable Jean H. Toal, Circuit Court Judge

Civil Action No. 2023-CP-40-01759
Appellate Case No. 2024-001423

Appellate Case No. 2024-001499

John A. Tibbs and Margaret B. Tibbs.....**PLAINTIFFS,**

v.

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

LLC; Thermo Electric Company, Inc.; Union Carbide Corporation; Valves And Controls Us, Inc.; Velan Valve Corp.; Viking Pump, Inc.; Vistra Intermediate Company LLC; The William Powell Company Wind Up, Ltd.; Yuba Heat Transfer LLC; Zurn Industries, LLC.....**DEFENDANTS,**

and

Cape PLC, individually and as successor in interest to Cape Asbestos Company Limited, by and through its duly appointed Receiver Peter D. Protopapas, Third-Party Plaintiff..... **RESPONDENT,**

v.

Anglo American PLC, individually and as successor in interest to Anglo American Corporation of South Africa LTD., De Beers PLC, individually and as successor in interest to De Beers S.A., De Beers Centenary AG, De Beers Consolidated Mines Ltd., n/k/a De Beers Consolidated Mines Proprietary Ltd., De Beers UK Ltd., De Beers Jewellers LTD., De Beers Jewellers US, Inc., Anglo American US Holdings Inc., Element Six US Corp., Element Six Technologies US Corp., Element Six Technologies (OR) Corp., First Mode Holdings, Inc., Platinum Guild International (U.S.A.) Jewelry Inc., Lightbox Jewelry Inc., Forevermark US Inc., Anglo American Crop Nutrients (U.S.A.) LLC, Charter Consolidated Ltd., ESAB Corporation, Central Mining & Investment Corporation Ltd., Cape Holdco Ltd., The Law Debenture Corporation PLC, Cape Industrial Services Group Ltd., Mohed Altrad, Altrad UK Ltd., Cape UK Holdings Newco Ltd., Altrad Services, Ltd., f/k/a Cape Industrial Services Ltd., Altrad Investment Authority S.A.S., Sparrows Offshore Group Ltd., Hawk Bidco US Inc., ArranCo US, LLC, Sparrows Offshore, LLC, and The Sparrows Group, LLC.....**THIRD-PARTY DEFENDANTS,**

Of which Charter Consolidated Ltd., ESAB Corporation, and Central Mining & Investment Corporation Ltd. are the..... **PETITIONERS.**

APPENDIX

Document	Page
July 22, 2024 Hearing Transcript in Tibbs v. 3M Co.	1
Park Estate Probate File	226
June 3, 2022 E-mail of Theile McVey	296

EXHIBIT 1

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

JOHN A. TIBBS AND
MARGARITE B. TIBBS,

Plaintiffs,

vs.

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

3M COMPANY, ET AL.,

Defendants.

(Caption continued on the following page.)

H E A R I N G
BEFORE THE HONORABLE
CHIEF JUSTICE (RET.) JEAN TOAL

DATE TAKEN: Tuesday, July 22, 2025

TIME START: 9:24 a.m.

TIME END: 1:38 p.m.

LOCATION: Richland County Judicial Center
1701 Main Street
Columbia, South Carolina

REPORTED BY: SHERI L. BYERS, RPR
EVERYWORD, INC.
P.O. Box 1459
Columbia, South Carolina 29202

CAPTION CONTINUED:

CAPE PLC, INDIVIDUALLY AND AS
SUCCESSOR IN INTEREST TO CAPE
ASBESTOS COMPANY LIMITED, BY
AND THROUGH ITS DULY APPOINTED
RECEIVER PETER D. PROTOPAPAS,

Third-Party Plaintiff,

v.

ANGLO AMERICAN PLC, INDIVIDUALLY
AND AS SUCCESSOR IN INTEREST TO
ANGLO AMERICAN CORPORATION OF
SOUTH AFRICA LTD., ET AL.,

Third-Party Defendants.

APPEARANCES:

ATTORNEYS FOR THE PLAINTIFFS:

KASSEL MCVEY
BY: THEILE B. MCVEY, ESQUIRE
1330 Laurel Street
Columbia, South Carolina 29201
803.256.4242
tmcvey@kassellaw.com

ATTORNEYS FOR THE RECEIVER
PETER D. PROTOPAPAS:

SMITH ROBINSON HOLLER DUBOSE MORGAN, LLC
BY: JONATHAN M. ROBINSON, ESQUIRE
3200 Devine Street
Columbia, South Carolina 29205
803.254.5445
jon@smithrobinsonlaw.com

-and-

GALLIVAN, WHITE & BOYD, P.A.
BY: JOHN T. LAY, ESQUIRE
-and- LINDSAY A. JOYNER, ESQUIRE
1201 Main Street, Suite 1200
Columbia, South Carolina 29201
803.779.1833
jlay@gwblawfirm.com
ljoyner@gwblawfirm.com

ATTORNEYS FOR THE THIRD-PARTY DEFENDANTS
ALTRAD INVESTMENT AUTHORITY AND MOHED ALTRAD:

WOMBLE BOND DICKINSON, LLC
BY: M. TODD CARROLL, ESQUIRE
1221 Main Street, Suite 1600
Columbia, South Carolina 29201
803.454.6504
todd.carroll@wbd-us.com

APPEARANCES CONTINUED:

ATTORNEYS FOR THE THIRD-PARTY DEFENDANTS
CHARTER ENTITIES, ESAB, AND
CENTRAL MINING:

GORDON REES SCULLY MANSUKHANI, LLP
BY: A. VICTOR RAWL, ESQUIRE
40 Calhoun Street, Suite 350
Charleston, South Carolina 29401
843.714.2501
vrawl@grsm.com

ATTORNEYS FOR THE THIRD-PARTY DEFENDANTS
DE BEERS PLC AND ANGLO AMERICAN PLC:

HERBERT SMITH FREEHILLS KRAMER NEW YORK, LLP
BY: SCOTT BALBER, ESQUIRE
-and- BENJAMIN RUBINSTEIN, ESQUIRE
-and- CHRISTOPHER B. EMCH, ESQUIRE
-and- ELIZABETH KAMINSKI, ESQUIRE
200 Park Avenue, 16th Floor
New York, New York 10166
917.542.7600
scott.balber@hsfkramer.com
benjamin.rubinstein@hsfkramer.com
chris.emch@hsfkramer.com

ATTORNEYS FOR CERTAIN UNDERWRITERS AT
LLOYD'S LONDON, CONTINENTAL CASUALTY
COMPANY, AND LIBERTY MUTUAL INSURANCE
COMPANY (PARK v. CAPE):

MURPHY & GRANTLAND, P.A.
BY: WESLEY B. SAWYER, ESQUIRE
4406-B Forest Drive
Columbia, South Carolina 29206
803.782.4100
wsawyer@murphygrantland.com

I N D E X

	PAGE
Receivership Report and Responses	6
Certificate of Reporter	194

E X H I B I T S

(None were proffered.)

- - -

P R O C E E D I N G S

- - -

THE COURT: All right. Ladies and gentlemen, this is a status conference, to begin with, to discuss the order of the South Carolina Supreme Court remanding seven different matters back to this court dated June 26, 2025.

The cases are described as petitions filed by some combination of petitioners Mohed Altrad, Altrad Investment Authority, SAS, Charter Consolidated Limited, ESAB Corporation, and Central Mining and Investment Corporation Limited, arising from orders of the Court of Appeals dismissing those cases on the grounds that the appellate grounds is not immediately appealable.

The order then goes on to describe some of the things that were placed before consideration before the court, all of which they decided to decline to rule on and dispense with any further briefing and remanded those cases back to this court with certain instructions.

And I want to develop today a satisfactory means without putting this court through the

1 same thing that appellate courts were put
2 through, which is thousands and thousands of
3 pages of materials, with all kind of
4 cross-discussions about each other and this
5 court and the courts of South Carolina, et
6 cetera. I don't want to get into all of that.
7 I want to take a very targeted look at what the
8 court has asked me to look at about these seven
9 cases.

10 Then I have listed in the agenda for today
11 everything that my law clerk, Tasha Bridenback,
12 and myself think is pending in connection with
13 the third-party cause of action which was filed
14 in the Tibbs matter.

15 And I want to take a look at those matters
16 and see how best we can proceed on them. Some
17 of which are impacted by the order involving the
18 Altrad corporations that have implications for
19 other receiverships.

20 What the receiver did in response to that
21 remand was to prepare a detailed report of all
22 the activities of the receivership because, of
23 course, all the matters that were remanded to me
24 targeted an individual group of related
25 defendants in the third-party action brought by

1 the receiver.

2 They impact all kinds of other
3 receiverships that have been set up, and they
4 refer very freely in the complaints to these
5 other receiverships. Sometimes in an effort to
6 disparage the activities of this court and of
7 the receiver.

8 But nevertheless, I want to take some kind
9 of organized, sensible approach to how we talk
10 about these matters and then move forward.

11 I've got pending still trials on the merits
12 that involve many of these things, and I intend
13 to get those things accomplished. All of those
14 were put on hold by this enormous flurry of
15 activity, much of which circulated around the
16 seven remands that I received today, but also
17 involve many other things that came before the
18 Court of Appeals. Some resulting in dispositive
19 decisions, some which have been reviewed by the
20 Supreme Court in such cases as Welch, which
21 bears very heavily on what we're talking about
22 today.

23 But today the first thing I want to do is
24 talk about the status of the matters that have
25 been remanded to me and how we can best move

1 forward to satisfy the directives the court gave
2 me that are really based on activity that
3 surrounded the opinion it filed in the Welch
4 case.

5 So with that kind of introductory
6 explanation of why this agenda looks like it
7 does, what I'd like kind of to begin with is
8 again to get away from all the heat and light
9 generated very unproductively by the appellate
10 activity in these matters.

11 And now that they are back in front of me,
12 I want to have each side talk about how we move
13 forward with a discussion of the propriety of
14 these receiverships. That's what's at play
15 centrally in this.

16 The contention is made that the
17 receiverships -- in many of the receiverships
18 that have been set up, and all of them have been
19 set up in a similar way, as third-party requests
20 made in connection with a particular piece of
21 asbestos litigation. But one big question that
22 looms right to begin with, that the receiver and
23 the opposing parties spent a good deal of time
24 talking about in the materials filed before me
25 is whether or not it is proper for a

1 receivership of a particular entity to continue
2 beyond the claims made in the case in which the
3 receivership, by means of third-party complaint,
4 was appointed.

5 The contention that is made by some
6 defendants is that you can only -- that if you
7 appoint a receiver in a particular case, that
8 receiver can only deal with that asbestos case
9 and no other.

10 I will tell you that that is at odds with
11 the very first receivership I established about
12 which no one has fussed or complained one bit,
13 and that's the Covil case. It was the ground
14 under which this whole asbestos docket changed.
15 And it came about as the result of a practice by
16 the insurance companies for years of appointing
17 lawyers to represent Covil in various asbestos
18 cases.

19 Covil was a defunct thermal engineering
20 company that operated broadly in North and
21 South Carolina and many other places. And by
22 the time many of these asbestos claims were
23 made, primarily mesothelioma claims, which has a
24 long latency period, longer than almost any
25 other asbestos-related disease that has found

1 its way to my court, by the time those claims
2 started to reach South Carolina courts involving
3 Covil, Covil had long since gone defunct.

4 And so these insurance companies for Covil
5 would appoint lawyers to represent Covil. They
6 devised a system of having the defunct
7 corporation, one of the Covils, one of the
8 younger Covils, accept service on various
9 complaints that were filed and then tender them
10 to the insurance company to follow through.

11 And the insurance companies did that,
12 appointed lawyers, and the lawyers would
13 basically take the position in mediations and
14 other appearances before the court that Covil
15 was defunct. It had no assets. It had no
16 insurance. And in the end would settle claims
17 against Covil, and there were hundreds of them
18 by the time the matter got to me, for small
19 amounts of money. Negligent, kind of nuisance
20 value, and they would get Covil dismissed.

21 It paid out insurance companies on Covil's
22 behalf, primarily one, but there were several
23 involved, paid out over \$500,000 over the period
24 I'm talking about in nuisance value payments.
25 Most of it which made under the representation

1 that Covil had no assets, including any
2 insurance assets that would provide coverage.

3 Then came before my court issues involving
4 the enforcement of a \$32 million judgment that
5 Ms. Ann Finch had obtained on behalf of her
6 deceased husband's estate in North Carolina in a
7 suit against Covil. And in addition, Covil had
8 defaulted on two other cases pending in front of
9 me in South Carolina.

10 So Ms. Finch sought to track down the
11 insurance assets of Covil. As we know, regular
12 South Carolina law says that insurance assets
13 are present in the state where the coverage is
14 provided. It does happen, though, that in the
15 case of Covil, Covil was a South Carolina
16 corporation.

17 But it would not have had to be a
18 South Carolina corporation if you had caused
19 damage to someone in this state and had
20 insurance that covered that event, you would be
21 present in the state as a corporation because of
22 the tort you had committed and your insurance
23 assets would be present in the state because
24 they provided coverage for those matters.

25 So it was against that understanding by

1 yours truly of the landscape that I appointed a
2 receiver for Covil. I did not concede from the
3 very beginning that the receiver's duties would
4 only involve marshaling assets by way of
5 insurance policies for Ms. Finch.

6 And from the very beginning, it turned out
7 that the receiver I appointed, Mr. Peter
8 Protopapas, a very well-known lawyer in
9 Columbia, who had handled other similar matters,
10 and in addition certain ethics matters that made
11 him uniquely qualified to take on what was the
12 role of a receiver as an arm of the court.

13 Quickly, investigation -- very aggressive
14 investigation turned up a good deal of coverage
15 for Covil. Lots of different companies. And
16 ultimately, those -- many of those insurance
17 companies, including some who today contest what
18 we're doing in these other receiverships, these
19 companies decided to buy peace, and they asked
20 the court to set up a qualified settlement fund,
21 a device known under tax law to allow for the
22 settlement proceeds or the proceeds of future
23 coverage on insurance policies to be placed if
24 the sums are agreed and approved by the court
25 into a qualified settlement fund, which is

1 administered generally by the receiver, and used
2 to satisfy future obligations against the
3 receivership corporation.

4 And that's what was done in Covil, and it's
5 worked great. And there are letters that are
6 even in the file of these proceedings today by
7 people who dealt with Covil. I was particularly
8 heartened to see one by New Indy Catawba, which
9 took over the Bowater operation, and I tried a
10 good many cases involving Bowater and involving
11 Covil.

12 And what they pointed out is something that
13 is very central to the reason that to me
14 completely justifies receiverships being used
15 for more than just a case in which the
16 third-party receivership request was made.

17 New Indy points out we bought Bowater's
18 property having no idea of what the dimension of
19 these asbestos claims would be, and but for the
20 receivership that was created in Covil, we,
21 because of the joint and several liability rules
22 in South Carolina, would be forced to shoulder
23 all the responsibility for activity that took
24 place years and years and years before we ever
25 bought Bowater's property and turned it into New

1 Indy Catawba.

2 That observation is also borne out by some
3 other letters that have come in to me and
4 including one by Peter McCoy, who is the current
5 receiver for the assets of convicted Alex
6 Murdaugh, whose case is very well-known, very
7 infamous, and who had assets that were in grave
8 danger of being concealed or disposed of.

9 McCoy and a co-receiver were appointed to
10 attempt to marshal those assets, and they did so
11 in a lot of matters other than the matter which
12 brought first to the attentions of Judge Hall
13 the need to appoint a receiver.

14 But again, there are two other states that
15 are a very well-known as desired states for
16 incorporation by leading corporations in America
17 who use these receiverships just as I have done,
18 and that is the state of Delaware and the state
19 of New York.

20 And the reason illustrates another aspect
21 of the beneficial use of receiverships. If you
22 used the blunt instrument of a bankruptcy, you
23 interfere with the tort litigation tremendously.
24 You end up deferring the final coming to
25 conclusion of a lot of litigation that involves

1 the bankrupt corporation. And you end up not
2 having anything like the ability to create
3 things like qualified settlement funds or other
4 things or negotiate settlements of pending
5 litigation.

6 A receivership is a different animal. You
7 don't have to use the blunt force of bankruptcy
8 with all the peculiarities and interference it
9 brings to other litigation involving the
10 company. And that is why for years in
11 South Carolina business lawyers have used
12 receiverships to marshal assets of defunct or
13 in-trouble corporations without the use of
14 bankruptcy so that the asset could emerge, if
15 it's still a going concern, with some ability to
16 produce income on a going-forward basis and
17 produce assets on a going-forward basis.

18 So that is another reason that has been
19 known to me from my earliest years of practice,
20 both with the Haynsworth firm and the Belser
21 firm, as something that was often used in
22 connection with their work. And both those
23 firms were primarily defense firms, and I did a
24 lot of defense work for them. And we employed
25 the use of receiverships in that regard as I

1 have described for you all.

2 So that will give you at least a little bit
3 of history of my background in dealing with
4 this. That is not intended to negate the
5 ability to argue that the receivership's
6 improper. I think we need to get into much more
7 of the specifics about the law that governs this
8 thing, and I have no preconceived notions about
9 that.

10 I think the court wants me to do that,
11 indicated the June 26 order that I should do
12 that. And I don't think the court had any
13 notion that I would do that today immediately in
14 the first 30 days that I had this matter. And I
15 certainly won't.

16 I will submit regular reports to the court
17 explaining the intricacies of what they've asked
18 me to do. But I think the Welch case does deal
19 with some kind of broad outlines of what the
20 court thinks of receiverships.

21 I also think that it and the Tibbs case and
22 its third-party receivership is the subject of
23 all this illustrates that the court is not
24 completely aware of how receiverships are used
25 in South Carolina. And that is, I think, one

1 reason why the receiver went to great lengths in
2 the report that was sent to all of us to explain
3 the breadth of the receivership.

4 And I consider that a legitimate part of
5 the discussion we're going to have because it
6 affects a lot of receiverships that are ongoing
7 at this time. And we need to have a
8 comprehensive ruling by myself on these matters
9 that will be a good platform for the court to
10 then take this up in a normal way.

11 I hope and pray as we move through this
12 that the tactic of appealing everything back
13 through the appellate chain comes to a halt for
14 now. Because I don't know what to do when those
15 things are filed, whether they preclude me.
16 They say everything I'm doing on a particular
17 case or a particular aspect that deals with why
18 the appeal was lodged, and I don't think the
19 Supreme Court of South Carolina is at all
20 enamored with that kind of piecemeal approach to
21 talking about issues that purvey this
22 receivership matter on a more global basis.

23 So I want to set up a methodology that
24 allows us to take an orderly approach to looking
25 at this issue and setting up the arguments in

1 such a way since the final stop will not be
2 yours truly, by any means, but set them up in
3 such a way that the appellate court will have
4 full advantage of the reasoning behind what the
5 circuit court has done with this issue of
6 receiverships used to marshal assets in asbestos
7 cases. So that's kind of my mindset.

8 What I would like to do, there are some
9 kind of principal filers here, and they mainly
10 are the receiver and its attorneys on the one
11 hand, and Altrad and its allied conspiracies on
12 the other, as the matter was teed up for my
13 consideration today.

14 And I would like to turn first to the
15 receiver and then to the attorneys for the
16 Altrad group. And what I'd like for you to do,
17 I've got your papers that say one side is right
18 and the other side is wrong. But what I want
19 from you is some suggestions as to how we
20 proceed in an orderly matter on the seven
21 matters that have been remanded to me. So I
22 start first with the receiver.

23 Mr. Carroll, I see you walking down here.
24 Let's get everybody who's going to be here on
25 the other side down here.

1 MR. CARROLL: Might want to take the rope
2 down for the first row.

3 THE COURT: Well, I think we're going to
4 get the first row up here if that's who's going
5 to participate. Come on up. There are plenty
6 of seats here.

7 All the lawyers who are going to
8 participate in this part of the discussion about
9 Altrad come on forward.

10 MR SAWYER: Your Honor, this is as to the
11 Tibbs specific case, correct? There's also a
12 the motion in Park which -- I just want to know
13 whether you want me up.

14 THE COURT: You know, the Tibbs case is the
15 Tibbs case. I think I tried, Wes, to indicate
16 in the preliminary remarks I've made that I
17 consider this something that involves the
18 propriety of third-party receiverships being
19 created and dealing with more than just the
20 complaints or claims in the particular case.

21 MR SAWYER: Thank you. I just want to make
22 sure I knew whether I needed to be up or not.
23 I'll step up, Your Honor. Thanks so much.

24 THE COURT: That has been raised first and
25 most vociferously by the so-called Altrad folks.

1 So they're the one who will be heard first.

2 MR. BALBER: Your Honor, we don't consider
3 ourselves among the Altrad folks.

4 THE COURT: What's that?

5 MR. BALBER: We are not among the Altrad
6 folks; however, we do represent the Anglo
7 American-De Beers entities.

8 THE COURT: Well, that, you know, is all
9 kind of in one big family right now. You all
10 don't say that they're related, but they say
11 they're related. So anybody that's got anything
12 to do with anybody from any point here has been
13 claiming to be part of this group, you need to
14 come up on.

15 MR. BALBER: It's a dysfunctional family.

16 THE COURT: I couldn't agree with that
17 more.

18 MR. ROBINSON: May I proceed?

19 THE COURT: Let me guide you a little bit
20 to begin with, Mr. Robinson, because we're here
21 in a framework. We're not here just kind of
22 generally to talk about everything that's been
23 filed back and forth.

24 This piece of what we're going to do today,
25 we're in here on a framework that is dictated by

1 the order of the court for June 26. And that
2 order describes the seven petitions for cert
3 that they have granted way briefing and return
4 the issues to me. And they all deal with Altrad
5 and the allied Altrad-Cape situation.

6 But they reference Welch, and they direct
7 the circuit court to do three things: One,
8 ensure the receiver has been authorized to
9 conduct the work by an order filed in the
10 specific case to which the work is to take
11 place. The receiver is not authorized to
12 conduct work as to a case in which no receiver
13 appointment has been -- order has been filed.
14 That's the first thing.

15 Second: Ensure that such an order is based
16 on findings of fact sufficient under Welch to
17 justify the order.

18 Three: To the extent the circuit court
19 intends to authorize the work of receiver based
20 on facts not found -- on facts not found
21 sufficient in Welch or to authorize the scope of
22 work not approved in Welch, the circuit court
23 should make specific findings of fact and
24 conclusion of law the circuit court finds to
25 justify its actions.

1 So what they simply say is a very narrow
2 understanding they have of receiverships but
3 emphasize if there's not an order in place
4 appointing a receiver in every specific case,
5 look at signing such an order on findings
6 sufficient under Welch to justify that
7 receivership; and two, to the extent the --
8 three, to the extent the circuit court intends
9 to authorize the work of the receiver based on
10 facts not found sufficient in Welch or to
11 authorize scope of work not approved in Welch,
12 the circuit court should make specific findings
13 of fact.

14 In other words, I understand that to leave
15 it to me to explore more broadly this
16 receivership issue and what the law is in regard
17 to the appointment of a receiver and whether a
18 receiver must -- can act on matters other than
19 the claim in the case in which the receiver was
20 first appointed.

21 MR. ROBINSON: And so, Your Honor, in
22 response to that --

23 THE COURT: Now, there's a little wrinkle
24 on that here, and the wrinkle is this: With
25 Altrad defendants, the Altrad defendants claim

1 that they're not in any of these cases, but
2 they -- not only is it not legitimate to sue
3 them in South Carolina, they haven't been sued
4 in South Carolina. Nor has any entity that
5 they've got anything to do with.

6 And so you all take a completely different
7 position. You claim that the suits have been
8 brought against Cape include them because of the
9 corporate succession and amalgamation of
10 interest, I think is also an argument used. But
11 basically the argument used is a normal argument
12 of corporate succession, is how I understand it.

13 So with that as your background, kind of
14 what I'm looking for to start to answer some of
15 the questions of the Supreme Court, you tell me
16 how we should proceed.

17 MR. ROBINSON: So, Your Honor, I plan to
18 address, with the Court's permission, and if I'm
19 going in a direction that the Court is not
20 prepared at this stage to go, I'll be happy to
21 redirect. But I plan to address first the
22 issues in Tibbs and the framework that we would
23 propose moving forward to address the questions
24 that you just read into the record from the
25 Tibbs order.

1 I think that we can all agree, I hope, that
2 the Supreme Court has determined and found that
3 this trial court really is the fact finder. The
4 fact finder. And so I don't think anything has
5 happened that changes that. The fact they have
6 sent this case back to you to be the fact
7 finder. So part of our framework will be trying
8 to accomplish findings of fact that the court
9 has asked you to look into and report back to.

10 So we start with, you know, the premise
11 that the Supreme Court is not nor have they
12 volunteered to be in this case the fact finder,
13 so they sent it back to you. And so I think
14 that kind of starts the framework.

15 So the next question is what facts need to
16 be found and what orders would be appropriate to
17 address the Supreme Court's request of you to
18 ensure that what is going on in this courtroom
19 complies with what they understand the law to
20 be -- or what they have stated the law to be,
21 rather in Welch and in other cases.

22 And so I think that's the threshold issue
23 of getting findings of facts and making sure
24 that the orders in this court comply with what
25 the Supreme Court expects in a receivership

1 case. And to do that, I think there are certain
2 motions.

3 I believe we'll talk about them today.
4 Mr. Lay is going to talk about some of the
5 motions that are on your list that may go to the
6 heart of those issues. And it's a couple. I
7 think there are three motions specifically. The
8 motion to dissolve. There's a motion to
9 dissolve that has been pending the receivership.
10 There's a motion to confirm the appointment, and
11 then there's a motion --

12 THE COURT: Hang on for a minute. There
13 are a lot of motions to dissolve. Which one are
14 you talking about?

15 MR. ROBINSON: Well, on the -- on the --
16 it's your tab 13, 14, and 15. Well, tab 13 --
17 I'm sorry. Tab 15 -- tab 14, they're
18 consolidated motions to dismiss and dissolve.
19 So that's your tab 14.

20 And in your agenda, it is --

21 THE COURT: Of course, that's a very recent
22 one. That was filed right after Welch and
23 within two days of the time the Supreme Court
24 filed its order in Tibbs. That's De Beers and
25 all the De Beers entities' motion to dissolve

1 and dismiss. And I guess it's filed in Tibbs,
2 right?

3 MR. ROBINSON: Yes, Your Honor. I believe
4 it was filed in Tibbs. And so when you ask --
5 and, of course, I think Your Honor has already
6 stated that the idea is to create a framework
7 and not necessarily one that's going to be
8 accomplished in the next six days or seven days
9 before your first report is due.

10 But the motions that appear to jump out and
11 really go to the heart of what the court has
12 asked would be the receiver's motion to confirm
13 the appointment in the Tibbs case. And that is
14 your tab --

15 THE COURT: 15.

16 MR. ROBINSON: -- 15. And that was filed
17 July 11th. And then the long -- there's a
18 motion to amend the complaint that has been
19 pending for some time, and I think being able to
20 determine the operative complaint that we're
21 dealing with in this case also goes to the heart
22 of the issues.

23 That's the motion and that is --

24 THE COURT: 13?

25 MR. ROBINSON: Yes, Your Honor.

1 THE COURT: That's an amended motion we'll
2 need to amend.

3 MR. ROBINSON: That's right, Your Honor.

4 THE COURT: The first one was filed
5 sometime ago, right?

6 MR. ROBINSON: I believe in late 2024.
7 October of 2024.

8 THE COURT: Yeah.

9 MR. ROBINSON: So, you know, in asking our
10 proposed framework, we believe that knowing what
11 the operative complaint is in this case is
12 certainly a reasonable issue to have resolved so
13 that when you report back to the Supreme Court
14 at some point, whether it be this month or next
15 month, the court knows what the operative
16 complaint is.

17 I mean, we have a complaint that was in
18 place, but if the court is inclined to have that
19 complaint amended, then we would all be working
20 off an operative complaint.

21 THE COURT: So as I understand your
22 argument here is if I look at the order of the
23 Supreme Court of June 26, which is kind of my
24 guideline at this stage of our proceeding,
25 answering the three numbered directives to me as

1 a circuit court, in your view is most
2 beneficially done by taking up these motions to
3 dissolve.

4 MR. ROBINSON: So -- and the order that you
5 choose, I think, one, because quite frankly the
6 questions that were presented is the motion to
7 confirm the appointment deals really with the
8 primary issue that you talk about.

9 Is there, number one, a need to issue an
10 order to confirm the appointment? And if so,
11 what does that order look like? I think that
12 probably based on your comments and really --

13 THE COURT: Okay. So the big framework to
14 answer questions 1, 2, and 3, in your view, is
15 to set a hearing on your motion to confirm the
16 receiver's appointment and your motions to amend
17 the third-party complaint?

18 MR. ROBINSON: Yes, Your Honor.

19 THE COURT: And the De Beers, for one, and
20 maybe others, motions to dissolve the Cape
21 receivership.

22 MR. ROBINSON: Yes, Your Honor.

23 THE COURT: All right.

24 MR. ROBINSON: And so with the Court's
25 permission, I'd kind of like to talk about what

1 we would -- and I understand the Court will be
2 certainly setting hearings as it sees fit and
3 scheduling these motions as it sees fit.

4 But what I'd like to do, because the other
5 thing that you've asked and kind of on the
6 agenda is just a -- I'm not going through my
7 report. I'm not going through all the
8 receiverships. I'm talking about Tibbs and the
9 Supreme Court order still.

10 THE COURT: Well, it kind of got beyond
11 Tibbs because what it said was --

12 MR. ROBINSON: I'm prepared to address
13 that.

14 THE COURT: I mean, it says, "Ensure that
15 the receiver has been authorized to conduct its
16 work by an order filed in a specific case in
17 which the work is to take place."

18 MR. ROBINSON: Yes, Your Honor. So I will
19 address that.

20 So, Your Honor, I'd like to --

21 THE COURT: Do you think that means in the
22 Tibbs case only, or do you think that means in
23 all the cases -- all the receivership cases?

24 MR. ROBINSON: Well, Your Honor, I think
25 that if we --

1 THE COURT: They think it means in all the
2 receivership cases. They've taken that as a
3 platform to attack everything. That's why all
4 these other people have chimed in, as I
5 understand it.

6 MR. ROBINSON: Your Honor, I think we're
7 often told to read the words the court put. The
8 court says that the receiver should not be
9 acting in a case in which a receivership order
10 has not been filed.

11 THE COURT: Right.

12 MR. ROBINSON: It does not say a new order
13 has not been entered, a new petition has not
14 been made to appoint a receiver, it says "has
15 not been filed."

16 So the short answer to your question is I
17 don't think there are any receivership cases in
18 which there has not been an order filed.

19 THE COURT: I understand that. But
20 particularly number 3 directs that if I think
21 Welch does not indicate a complete understanding
22 of what it is I'm trying to do to make specific
23 findings of facts and conclusions of law to
24 justify what I'm doing and --

25 MR. ROBINSON: So, Your Honor, if I may

1 just address. You're asking some very specific
2 questions, and I think I can address them all at
3 one time.

4 THE COURT: Okay.

5 MR. ROBINSON: Okay. First, Your Honor, I
6 would like to point out that since the
7 appointment in 2018 of Mr. Protopapas, that you
8 talked about in your capacity as chief judge for
9 the asbestos docket, that not one U.S. court,
10 state or federal, has issued any decision,
11 dispositive decision finding that the facts,
12 circumstances, and law did not merit the
13 appointment of a receivership order. So that's
14 where we start.

15 Since 2018, not one of your appointment
16 orders has been reversed. And we do not have
17 any dispositive decisions on any of your
18 appointments that has instructed this court to
19 dissolve or dismiss a receivership. And I think
20 we all know the number of appeals that have been
21 involved over -- since 2018.

22 In fact, in the last 18 months, two
23 published opinions from our appellate courts
24 have been issued that have confirmed your
25 decisions regarding Covil and permitted that

1 receiver to continue his work in multiple cases
2 outside of the original case that he was
3 appointed in. Last 18 months. One was the
4 Supreme Court opinion of Covil v. Penn.

5 THE COURT: Covil v. Penn National and
6 Covil v. Travelers, right?

7 MR. ROBINSON: With SF&G, which the Court
8 of Appeals issued an opinion very much that
9 dealt with the Covil's -- the entity of the
10 receivership and the Supreme Court denied cert
11 on that. So we have two published opinions in
12 the last 18 months.

13 And following the latest, of course, you
14 have our reports. But I want to talk about --
15 what I'd like to talk about is Tibbs and the
16 context of those orders.

17 As you've pointed out, Your Honor, the
18 Tibbs cases involve seven petitions for cert. A
19 motion to compel discovery, an order granting
20 the first one was an order granting Motion to
21 Compel discovery, the order relating to your
22 ruling on adverse inferences, the order granting
23 the motion to preadmit exhibits, and two
24 scheduling orders.

25 That's what the Supreme Court had in front

1 of it the first time. They dismissed those as
2 interlocutory, and they have remanded them to
3 you.

4 The other two orders -- well, the other two
5 appeals involve one order, which was an order
6 denying the motion to dismiss or dissolve. Now,
7 of course, this court remembers in Childers, the
8 Supreme Court said motions denying orders to
9 dismiss and dissolve are not immediately
10 appealable.

11 And the Supreme Court hasn't changed that
12 in Tibbs. What they did do is they took the
13 original jurisdiction, not appellate, but the
14 original jurisdiction of those -- of your order
15 and they have remanded that order back to you,
16 along with all the cases, and the words they
17 used were "for all purposes," and then they gave
18 a list of questions and asked you to report
19 back.

20 What they did not do is dismiss or dissolve
21 the receivership. They did not do that. And
22 the court certainly had the issues in front of
23 them and could have done it. They had the
24 orders in front of them and could have done it.
25 But again, they're not the fact finder.

1 So they had before them, what immediately
2 preceded that order remanding was something that
3 was styled as a Notice of Supplemental Authority
4 that made a number of factual allegations. And
5 the Supreme Court said, stop, we're sending this
6 back to the fact finder to determine what the
7 facts are.

8 So, Your Honor, as you pointed out, one of
9 the things, and I won't go back through the list
10 because you've already put them on the record of
11 what the Supreme Court asks, but one of the
12 things is that they want you to make sure that
13 there's an order filed in any case.

14 And I want to talk about that specifically
15 because that's a question that is -- you've
16 indicated is on your mind and certainly on the
17 Supreme Court's mind.

18 They also asked you -- just to put it on
19 the record, I think this has been communicated
20 to you, there were two pending motions in Park.
21 They listed those motions specifically. Those
22 motions have been resolved, and they are no
23 longer pending. So when we go back to framework
24 of report back, those motions have been resolved
25 and are no longer pending. There were two

1 specific motions that the court referenced in
2 its remand order.

3 And, Your Honor, of course, the court
4 remanded the case back to you, but they did keep
5 jurisdiction over one matter, and that was the
6 matter for sanctions and frivolous appeals. And
7 that matter is still under advisement. They did
8 not grant the motion. They didn't deny. They
9 said they are going to rule on it at a later
10 date.

11 And so, Your Honor, that is the landscape
12 that we walk into. So what I'd like to talk
13 about is this issue about a receivership
14 appointed in each case.

15 While a receiver certainly is only
16 authorized to act pursuant to the statute of the
17 rules and the orders of appointment, we know --
18 we know that the Supreme Court does not now nor
19 has it ever required a separate and new
20 appointment order in every single case in which
21 a receiver is fulfilling and effectuating his
22 duties.

23 And we know that because the Supreme Court
24 has told us that. They told us that in the last
25 18 months.

1 The first case, Your Honor, Covil v. Penn,
2 as you well know, was pending for many years,
3 and ended in a published opinion in July 24th of
4 2024. I believe the opinion was written by Few
5 and joined by the Court. That was an order that
6 this Court issued. That was an appeal and order
7 this Court issued regarding summary judgment in
8 a coverage case brought by Covil against Penn
9 National.

10 Now, Covil was a prejudgment appointment.
11 As the Court might remember, there was a
12 default, not a judgment, not a complete trial.
13 There was a default in the Taylor case, and this
14 Court appointed Mr. Protopapas as the receiver
15 in Taylor.

16 The Taylor case was not in Covil v. Penn.
17 There was no new order filed in Covil v. Penn.
18 Of course, the order of appointment was part of
19 the record and was filed in Covil v. Penn
20 because what Mr. Protopapas does, and I believe
21 what the statute does and what the Supreme Court
22 has allowed in the other case that they have
23 adjudicated, is that when he files a new action,
24 when he files an answer to a new action, he
25 begins with his order of appointment. And if

1 not in every single case, and I believe it is in
2 every single case, certainly the ones that we're
3 talking about today, he files a copy of the
4 order of appointment. And that makes sense.

5 He would need to file the copy so that
6 everybody is put on notice that he is the
7 receiver for that company and is acting as the
8 receiver. So he does file a copy of the
9 appointment order in every case.

10 And this idea that he needs a new order in
11 every single case -- the idea, unless the
12 Supreme Court changes or reverses its prior
13 orders, the idea has to fable that a new order
14 is needed in every single case.

15 THE COURT: Back up for a minute. The way
16 the receiver often gets involved in other cases
17 is that as the receiver, he is sued by other
18 claimants in asbestos cases.

19 MR. ROBINSON: Correct, Your Honor.

20 THE COURT: Claimants that didn't exist and
21 lawsuits that did not exist against Covil at the
22 time he was first appointed.

23 MR. ROBINSON: Correct.

24 THE COURT: And he then tenders -- he then
25 searches for insurance assets and tenders to

1 insurance companies and works with the lawyers
2 the insurance companies provide for his defense
3 in the case in which he was sued on behalf of
4 claimants against Covil, right?

5 MR. ROBINSON: That's correct, Your Honor.
6 This is not new. This has been a practice that
7 is --

8 THE COURT: In Covil v. Penn National, he
9 had been appointed as a receiver before the
10 existence of the Taylor case, as I understand
11 it.

12 MR. ROBINSON: So Your Honor, the -- I said
13 Taylor, the receiver was acting --

14 THE COURT: He was then appointed in the
15 Taylor -- he was then appointed in the Taylor
16 case.

17 MR. ROBINSON: That's correct. The initial
18 appointment was in Taylor, and from that, there
19 was a clarifying order that came out sometime
20 later.

21 THE COURT: Right.

22 MR. ROBINSON: From that, all of the
23 litigation, including the two published opinions
24 that I have discussed, in the last 18 months,
25 Mr. Protopapas was acting in an action other

1 than Taylor --

2 THE COURT: That's correct.

3 MR. ROBINSON: -- in his capacity --

4 THE COURT: Penn National is a prime
5 example of that. In Penn National -- Covil was
6 suing Penn National, not for coverage specific
7 to the Taylor case, but for coverage generally
8 in asbestos claims against it. And it started
9 by trying to find out what kind of policies
10 Covil had with Penn National. That was a bloody
11 battle for several years.

12 MR. ROBINSON: It was.

13 THE COURT: And that was coverage for
14 things well beyond any involvement just in
15 Taylor, right?

16 MR. ROBINSON: Your Honor, Taylor was not a
17 party to the case. This was Covil versus Penn
18 National and Covil acting pursuant to your
19 order, pursuant to the statute that allows you
20 and any court to appoint a receiver over a
21 dissolved or defunct company.

22 And I think that's a key -- it is a key
23 point that as a dissolved or defunct company has
24 no one to answer anything because they are
25 dissolved or defunct. In fact, in the case that

1 we're talking about, and in -- I want to say
2 that so the Tibbs case, nor Welch, for that
3 matter, mentioned that it was overturning Covil
4 v. Penn in any way or modifying Covil v. Penn.
5 It has not said that.

6 So we have to assume that Covil v. Penn is
7 still precedent in this state and is still
8 binding.

9 So also, the Tibbs case nor the Welch in
10 any way said that they were repealing Rule 66 of
11 the South Carolina Rules of Civil Procedure.
12 And Rule 66 is the receivership rule that
13 specifically states in addition to the powers
14 conferred by law, every receiver of the property
15 in effects of a debtor shall, unless restricted
16 by order of the court, have general power and
17 authority to sue and collect debts, demands and
18 rents belonging to the debtor and compromise and
19 settle such as or doubtful value. He may also
20 sue and defend in the name of the debtor where
21 it's necessary and proper for him to do so.

22 That rule has not been repealed. It has
23 not been abrogated. It is in -- it is in place
24 and it is being used today in receiverships
25 across this state.

1 So what the Supreme Court noted in Covil v.
2 Penn, the appointment order empowered Protopapas
3 with the right and obligation to administer any
4 insurance assets of Covil Corporation as well as
5 any claims related to the actions or failure to
6 act of Covil's insurance carriers.

7 Since Mr. Protopapas was appointed as a
8 receiver, numerous plaintiffs have filed
9 lawsuits against Covil alleging the company's
10 operations cause their asbestos-related
11 diseases.

12 And that hasn't changed. It was true at
13 the time this opinion was written in July of
14 '24 -- 2024. And, again, that case involved
15 Penn National's refusal to contribute to a
16 settlement. In an underlying case, this
17 particular case was Rawlings, again, not the
18 case that had the appointment.

19 THE COURT: Not Taylor. Not Taylor.

20 MR. ROBINSON: Not Taylor. That's right.

21 THE COURT: And not Finch.

22 MR. ROBINSON: That's right. And whether
23 the receiver's tender in the Rawlings case,
24 which did not have a new or separate appointment
25 in it, but did have the original appointment in

1 it, was timely or material to the breach.

2 And so, you know, that opinion, of course,
3 reiterates that the receiver may tender suits.
4 He may access responsive policies and act in the
5 place of the defunct or dissolved entity for the
6 claims being brought by the entity. And he may
7 initiate new actions, which this was.

8 The other case, Your Honor, is the USF&G
9 versus Covil. And that was issued by the Court
10 of Appeals. And cert was denied in February of
11 last year. And there, the Court of Appeals
12 upheld your grant of summary judgment again in a
13 stand-alone case. Because the order of
14 appointment, as we recall, was in the Taylor
15 case.

16 This was USF&G versus Covil. There was no
17 order in that case -- new order. Of course, the
18 order of appointment, as I said before, has been
19 filed in the cases. It's part of the record.
20 The Supreme Court had it as part of the record.
21 They saw the order of appointment in that case.
22 There was no question it was not a new order
23 that allowed Mr. Protopapas to defend and
24 prosecute the USF&G case.

25 It was a stand-alone case by Covil. The

1 receiver against USF&G and others, while
2 Templeton was in that case, for bad faith,
3 malpractice, and breach of judiciary duty. All
4 initiated pursuant to the original appointment
5 order, which charged Mr. Protopapas with
6 identifying and marshaling the assets of a
7 defunct company, a dissolved company.

8 There the Court of Appeals noted that the
9 receiver clearly has an interest in determining
10 whether Covil is subject to future claims as it
11 seeks to fulfill the requirements of the
12 appointment order.

13 As a result of your initial appointment,
14 and I think the Court is well aware this has
15 been said publicly many times, the receiver has
16 been able to marshal more than \$50 million in
17 previously fit or undisclosed insurance assets
18 for this company. You mention one of those
19 cases involving Ms. Finch, which is not part of
20 that. Some of it might be part of it. But one
21 of the cases involving Finch was a 30-something-
22 million-dollar verdict in North Carolina that
23 but for the appointment of the receivership, and
24 but for the receiver's pursuit of identity and
25 identification of those assets, that verdict

1 would have gone unpaid and unjustly unpaid
2 because the assets existed and it took a
3 receiver to go find them.

4 So, Your Honor, then we go to Welch. Which
5 the Supreme Court issued, as you know, a
6 published opinion in Welch regarding the
7 Atlas Turner receivership. I think despite
8 perhaps some of the arguments to the contrary,
9 the Supreme Court affirmed your appointment of
10 Mr. Protopapas as a receiver for Atlas Turner in
11 the Welch case.

12 You appointed Mr. Protopapas as a receiver
13 for insurance assets. Your order talks at
14 length about the insurance assets. In fact,
15 Justice Few, in his comments in the oral
16 argument which we'll go ahead in talking about
17 the last -- or a line in your order which dealt
18 with assets outside of insurance in that
19 particular case, and we conceded this was an
20 insurance asset receivership, Justice Few stated
21 that if I get penalized for all the unclear
22 stuff I've written over the years, I'd never pay
23 it off.

24 And so they determined that there was a
25 line in your order that related to things

1 outside of the insurance assets.

2 We have never contended that we were trying
3 to take over the board of Atlas Turner. And so
4 the court revised the order and upheld your
5 appointment and at the same time gave some
6 guidelines. Well, I say guidelines. They
7 affirmed guidelines that had been previously
8 stated in the Virginia Chemical Company, which
9 was about a hundred years old, that case. They
10 stated guidelines of what courts should look to
11 when dealing with a Subsection 5 appointment.

12 This is not a dissolved entity. This is
13 not a defunct entity. It was an entity that was
14 ongoing but that this Court had made factual
15 findings had committed fraud.

16 And what the Supreme Court said in that
17 case, is that as I said it was specifically
18 limited to insurance. They said we conclude
19 Atlas Turner's conduct justified the appointment
20 of a receiver before judgment. They said that
21 the evidence supports the finding that Atlas
22 Turner engaged in moral fraud against the trial
23 court, the state of South Carolina, and the
24 respondent.

25 And they cited Virginia Chemical and Wright

1 and Miller as factors that courts have
2 considered relevant to establishing the
3 requisite need for a receivership include
4 fraudulent conduct on the part of the defendant.

5 Of course, they also talked at great
6 lengths about Atlas Turner's refusal to abide by
7 its responsibilities under our process of law
8 and abide by court orders that were being
9 issued.

10 So, Your Honor, where that leaves us, and
11 really I think that background is so critical to
12 this idea that a new appointment order has to be
13 in every receivership. The Supreme Court has
14 not said that. An order needs to be filed in
15 every receivership. People need to be put on
16 notice of the receiver and that has happened.

17 When dealing with the Section 5, the
18 Supreme Court has said that you have to make
19 factual findings related to an entity, an
20 ongoing entity. And so while we have filed the
21 order, the original order, and your clarifying
22 order, which begins in the Park case. As you
23 may recall, there was initial order in Park.

24 And then when Altrad and other groups began
25 proceeding with litigation in Europe, you issued

1 a subsequent order in Park and specifically
2 cross-referenced in your order that the actions
3 of Mr. Protopapas was taken pursuant to your
4 order in the Tibbs case were authorized by you.
5 And that order has been filed in the Tibbs case.

6 So, Your Honor, I think that when we look
7 at what the court did, we also have to look at
8 what the court did not do. They did not dismiss
9 or dissolve the case. They received a
10 supplemental authority that makes wild
11 accusations and factual accusations, which, of
12 course, we have contended were not appropriate
13 as a supplemental authority filing. That issue
14 has not been resolved yet, whether that was an
15 appropriate filing. But the court sent it back
16 to you to make some factual findings.

17 And, Judge, we have -- I'm not going to go
18 at length with -- over the report itself
19 regarding all of the receiverships or the
20 difference between the Subsection 4 or
21 Subsection 5 receiverships, but I'll just simply
22 say that the idea -- well, there's one other
23 allegation that has been made -- or claim. I
24 will say claim that has been made in multiple
25 filings, including one yesterday in the Supreme

1 Court. I believe Mr. Carroll filed a petition
2 for cert on the Starr Davis case.

3 There have been claims made that somehow
4 Welch and Tibbs voids every receivership in this
5 case, in your docket, the asbestos docket,
6 including the Starr Davis one that the Supreme
7 Court recently affirmed.

8 THE COURT: Starr Davis, Payne Keller,
9 Heath, Frost, et cetera.

10 MR. ROBINSON: And including the
11 Starr Davis, which is now -- if the Supreme
12 Court takes the petition for cert. It was just
13 filed yesterday.

14 One of the first rounds that Welch and
15 Tibbs required the dismissal of Starr Davis and
16 the voiding of any actions of the receiver
17 across the board in every case.

18 Number one, we look at the cases that have
19 already been decided that contradict that and in
20 fact say that that is not the case because
21 they've already been upheld by the Supreme
22 Court.

23 The second thing, and it's an interesting
24 claim, in addition to a reading of Welch and
25 Tibbs, that there has to be an appointment order

1 in each case, that there is this new argument or
2 claim being made that there actually has to be a
3 finding of fraud in every single receivership
4 before an appointment could be made regardless
5 of the statutory provision.

6 And that receivership -- a receiver, based
7 on their understanding of Tibbs and Welch, can
8 only be appointed in the rarest and most
9 extraordinary circumstances.

10 Now, Justice Kittredge asked me in the oral
11 argument did I agree that this should not be
12 commonplace, the appointment of a receiver of an
13 ongoing entity. And my response was it should
14 not be commonplace but neither should fraud and
15 neither should this type of activity with the
16 courts.

17 But where it is found and where the facts
18 support it, the legislature has given a remedy
19 for that, and it's the appointment of a
20 receiver. And that's as to Section 5.

21 But this idea that the court cannot appoint
22 a receiver over any entity, whether it be
23 defunct, whether it be dissolved, whether it be
24 one engaged in fraud as in Welch, really, if you
25 walk back through, its natural, its end, and

1 we've seen this because it got touched on in the
2 Covil v. Penn case.

3 If a defunct entity is sued by Covil, and
4 you cannot appoint a receiver prejudgment, you
5 cannot appoint a receiver unless there's
6 evidence that Covil itself had committed fraud,
7 and you cannot appoint a receiver unless it is a
8 rare and extraordinary circumstance, which that
9 is now the new laundry list of requirements
10 based on the interpretations that have been made
11 of Welch, this is what happens: A judgment is
12 entered against Covil.

13 Now, of course, the defense case had alter
14 ego and other issues involved.

15 A judgment is entered against we'll call it
16 the dissolved entity. And then a receiver is
17 appointed. And the receiver says, hey, there
18 are insurance policies out there. I have been
19 appointed the receiver over a defunct entity who
20 has a judgment entered against it.

21 Guess what the carriers get to say? Our
22 insured breached its duty because it didn't
23 tender the lawsuit to us; therefore, there's no
24 coverage.

25 And I say it was touched on in Covil v.

1 Penn because in that case Mr. Protopapas
2 tendered the lawsuit to Penn, and they claimed
3 it was too late because it was too close to
4 mediation or too close to trial. To think that
5 the carriers would not take the next step and
6 say if it's not tendered to them at all before
7 trial, therefore there is no coverage, defies
8 both the activity that has occurred in this
9 litigation, the history of what had actually
10 been litigated, and it's completely contrary to
11 the statute in the Supreme Court.

12 So with that, Your Honor, that was a --
13 hopefully a background that gives the Court some
14 framework as to how we view the questions that
15 the court -- Supreme Court has submitted to you.
16 I am happy to answer any questions.

17 Mr. Lay is here to discuss any specifics
18 regarding the motions in Cape that are listed on
19 your list. And I believe we also have other
20 counsel from Morgan Lewis, I believe, here to
21 address issues that are specific to the actual
22 items you have listed on your agenda.

23 THE COURT: Well, all right.

24 MR. ROBINSON: If we get to those.

25 THE COURT: We are certainly going to get

1 to these various items after we talk generally
2 about how to proceed.

3 But your answer to how to proceed is let
4 this play out in all the matters that we have
5 amongst which, first of all, is the thing that
6 the seven matters that were remanded to me, it
7 involved Altrad, conduct a hearing on those, and
8 let the issues play out in the context of fact
9 finding specific to the things that are pending
10 before me. Amongst which are those seven Altrad
11 matters.

12 MR. ROBINSON: Yes, Your Honor. And I
13 think it is important, as you've noted, to let
14 the Supreme Court know the breadth of the
15 receiverships and what they have done under --
16 under your administration as the chief judge of
17 the asbestos docket.

18 And also, you know, with that -- that was
19 in mind when we submitted the reports to the
20 Court. So that you would have a full -- because
21 that order in Tibbs sometimes says all asbestos
22 cases, sometimes talks about just the Tibbs
23 case.

24 The Welch opinion, as they have pointed
25 out, cross-references the Tibbs matter and talks

1 about the shocking activities that were going on
2 in Europe.

3 So I think the Supreme Court is certainly
4 aware there are multiple receiverships in this
5 court. I think that every appointment order is
6 created for the circumstances of that situation.
7 This is not a one-size-fits-all situation.
8 There are different statutes that relate to
9 receiverships. There are rules and there are
10 certainly orders.

11 And there are, as Virginia Chemical pointed
12 out, and now Welch, factors that have to be
13 firmly established in order for a case to move
14 forward or receivership to be established over
15 an ongoing entity. And one of those factors, of
16 course, is the engagement of fraud. And this
17 Court made that finding.

18 Well, I point this out, and I think Mr. Lay
19 is going to mention this. The petition to
20 appoint the receiver in Park alleged the fraud.
21 The order that you issued in response to that
22 petition, I'm not sure made factual findings
23 regarding the fraud that had been alleged.

24 And I think that's important, Your Honor.
25 That you certainly had the information before

1 you relating to the fraud that Cape was involved
2 in. I don't know that the factual findings
3 actually got into the appointment order. So
4 that might be something that this Court may want
5 to address as it reports back to the Supreme
6 Court that certainly there is evidence of fraud
7 with Cape that there have been mounds of --

8 THE COURT: Well, you say that Park's off
9 the books now. It's been resolved. Am I right?

10 MR. ROBINSON: Say that again.

11 THE COURT: You say that Park is off the
12 book -- off the books and it's been resolved.
13 It is --

14 MR. ROBINSON: Well, the motion.

15 THE COURT: Just the motion. And he is
16 talking about Park is still viable and active
17 case?

18 MR. ROBINSON: That's correct, Your Honor.
19 There was against Locke Lord. I'm sorry, there
20 was an order, a complaint against Locke Lord --

21 THE COURT: Yes.

22 MR. ROBINSON: -- for documents and
23 information. A new complaint. There were
24 motions pending relating to that new action that
25 I think it might have even been a third-party

1 action, but it was Locke Lord was brought in as
2 a defendant either in the original Park case or
3 a new case. I think it was a third-party --
4 third-party case in the original action
5 against --

6 THE COURT: The motion they are talking
7 about related to that third-party action?

8 MR. ROBINSON: That's correct.

9 THE COURT: So essentially the Locke Lord
10 things has been resolved.

11 MR. ROBINSON: It has. That case has been
12 dismissed.

13 THE COURT: All that needs to be said about
14 answering that question is that third-party
15 matter has been resolved.

16 MR. ROBINSON: It's been dismissed.

17 THE COURT: Dismissed.

18 MR. ROBINSON: But the underlying Park case
19 has not.

20 THE COURT: The underlying Park case
21 continues?

22 MR. ROBINSON: Correct, Your Honor.

23 THE COURT: And that's not what they were
24 asking about here.

25 MR. ROBINSON: Not in that provision,

1 that's correct.

2 THE COURT: Right.

3 MR. ROBINSON: They were asking about the
4 mention pending in the third-party complaint
5 against Park.

6 THE COURT: Now, I don't have it right here
7 at hand, but one of the arguments that is made
8 is that there are receiverships and then there
9 are receiverships. And there's a difference
10 between the application of Rule 66, for example,
11 and the authorities it talks about, and the
12 statutory framework under which receiverships
13 are created.

14 What do you say to that?

15 MR. ROBINSON: Well, Your Honor, I don't --
16 I think that there are several statutes. The
17 main one that this Court has dealt with is
18 15-65-10. There are other statutory provisions
19 that allow situations for a receivership. But
20 in the context of this docket, we -- this Court
21 has dealt with dissolved entities, defunct
22 entities, and ongoing entities.

23 THE COURT: Under Title 15.

24 MR. ROBINSON: Under Title 15. There are
25 18, I believe, defunct or dissolved entities.

1 THE COURT: Well, all three that are active
2 are Cape entities, are they not?

3 MR. ROBINSON: So the three active entities
4 would be ACL, which is now in bankruptcy. So
5 that case, as you may recall, was argued to the
6 Supreme Court and before the court issued an
7 opinion, ACL filed bankruptcy. So ACL.

8 THE COURT: Right.

9 MR. ROBINSON: And then we have Atlas
10 Turner is the ongoing entity that the Court
11 affirmed. Mr. Protopapas remains the receiver
12 for Atlas Turner. And then we have Cape, which
13 is an ongoing entity and -- that is the subject
14 of the Tibbs seven remands.

15 There is another case, it's the Whittaker
16 Clark & Daniel. But that case is in bankruptcy.

17 THE COURT: That's in Plant and it stayed.

18 MR. ROBINSON: It stayed. That's correct,
19 Your Honor.

20 In fact, I think this Court, when it was
21 appointing the receiver in Cape, perhaps even
22 mentioned that I'm appointing it because this
23 company is in danger of going bankrupt, and
24 within ten days, they filed bankruptcy. So that
25 case is stayed.

1 And so those -- I believe that covers all
2 the receiverships.

3 But I do think as far as getting back to
4 the framework, the factual findings, and this is
5 just -- we will submit this just as an
6 observation, the factual findings that were in
7 the Welch case, and the fraud in the appointment
8 order, could be relevant to the Court's question
9 regarding you making the factual findings. They
10 clearly asked you to make factual findings on
11 something.

12 THE COURT: Yeah.

13 MR. ROBINSON: That's the words they use
14 and the conclusion of law. To confirm that the
15 appointment order complies with Welch.

16 So if we look at the appointment order in
17 Park, as I said, certainly the petition to
18 appoint included allegations of fraud so it's in
19 the record. And so when we get back to the
20 motion to confirm the appointment, which was in
21 that original list that we talked about, that
22 may be one of the things that could be relevant
23 to response to the Court that are actually
24 factual findings on what this Court determined
25 in ordering a receiver in the face of the

1 allegations and the evidence that was presented
2 for fraud.

3 THE COURT: I note with interest two other
4 filings that were submitted by or on you all's
5 behalf. One is a letter from Amy Hill, a
6 prominent business and tort litigator in
7 Columbia. She apparently represents a good many
8 municipal water companies in the big batch of
9 PFAS cases that are pending. Many of them
10 before Judge Knie in Spartanburg, who's destined
11 to do for PFAS what I've had to try to do for
12 asbestos.

13 But what Ms. Hill points out in discussing
14 the beneficial aspect of having a receiver is
15 that it would be a very difficult thing to
16 impose the requirement that once a receiver is
17 appointed for a defendant, that you have to
18 reappoint the receiver every time you bring a
19 new claim by a new water company. And that that
20 would lead to some endless squabbles that eat up
21 the money they've got available to try to find
22 some coverage that will take some of the
23 financial burden off of the municipalities in
24 trying to fix the mess that is the PFAS bunch of
25 litigation.

1 She's got most of the state and Richard
2 Burrow has got most of the federal litigation on
3 that subject.

4 But, again, we paint with a real broad
5 brush here when we get to settling requirements
6 that might interfere with those two batches of
7 litigation. The argument she makes.

8 You agree with that?

9 MR. ROBINSON: Well, yes, Your Honor,
10 except for the fact we did not file. The
11 plaintiff filed it. And we have seen the letter
12 that she filed. But the receiver did not file
13 that.

14 We think certainly the letter is
15 appropriate. There were some unfortunate and
16 disparaging remarks about her yesterday filed in
17 the Supreme Court regarding that letter and how
18 it was transmitted to the court. The substance
19 of the letter certainly I think encapsulates the
20 working -- of the actual working of the
21 receiverships in all avenues. Not just the
22 asbestos docket.

23 You know, we discussed the Murdaugh
24 situation.

25 THE COURT: Murdaugh is another example

1 that was rendered if you had had to reappoint
2 the receiver any time another claim was made in
3 connection with trying to marshal the Murdaugh
4 assets, that would have been quite something.

5 MR. ROBINSON: Well, and now just trying to
6 go back and undo all of those things, which is
7 what some of our colleagues on -- to my left,
8 not on the left, but some of the colleagues to
9 my left would propose we do, go undo all of the
10 receiverships or declare all of the
11 receiverships void based on what we certainly
12 believe is a misreading of the law in this state
13 and certainly contrary to two recent published
14 opinions would make no sense at all.

15 And again, it would create a situation
16 because you would -- this idea that fraud has to
17 be present in every receivership of where
18 entities such as New Indy would never have the
19 opportunity to allow others who may have
20 contributed to some of the damages there or some
21 of the injuries that occurred to have others --
22 insurance carriers respond to those because it
23 would be a -- it would be a circular argument
24 that never got out of the circle because the
25 carrier, you know, you can't appoint a receiver

1 because prejudice. But if you appoint one
2 after the judgment, we don't have to pay.

3 So there's never a scenario in which the
4 carrier actually has to fulfill its
5 obligation -- their obligations to the insured
6 in that scenario. And I don't think any court
7 has ruled that in the state, nor I would dare to
8 say certainly the Supreme Court will do what
9 they will do. I would find it difficult to
10 believe that that's the law.

11 THE COURT: Thank you, Mr. Robinson.

12 Ms. McVey.

13 MS. MCVEY: Your Honor, I just wanted to
14 make mention of the framework of two quick
15 issues.

16 THE COURT: Come a little closer.

17 MS. MCVEY: I'm going to take two minutes.
18 As you're navigating the day and what it should
19 look like, I wanted to remind the Court that a
20 lot of the Section 4 receiverships that Starr
21 Davis, the Davis Mechanical, the Covils are
22 coming up in your August and September blocks.

23 THE COURT: That's correct.

24 MS. MCVEY: And so this idea that those
25 cases cannot go forward because an order wasn't

1 entered is silly.

2 And so our position is that these cases
3 move forward that they -- the orders have been
4 filed in each and every case. And those cases
5 should go forward, they must go forward. And
6 the carriers, to the extent the receiver -- need
7 to cooperate with the receiver in his duties
8 going forward.

9 THE COURT: Well, many carriers of these
10 cases are already cooperating, as I understand
11 it, because I've already receiving information
12 about some settlements in these very cases.

13 MS. MCVEY: That's right.

14 THE COURT: And that's what -- now what am
15 I supposed to do? Void those approvals of those
16 settlements, or how is that supposed to be
17 handled?

18 MS. MCVEY: That's right.

19 THE COURT: That is certainly not the way
20 receiverships have operated in this state for a
21 good long time.

22 MS. MCVEY: That's right. So I want to
23 remind the Court of that. It's a silly thing
24 for them to be arguing, but I anticipate it's
25 coming up. And I know in particular with

1 Stafford Insulation, which is in Mr. Ledlie's
2 cases, which he has in August, that's going to
3 be an issue coming up. Just as that's being
4 addressed today, I want to raise it.

5 THE COURT: Right.

6 MS. MCVEY: The last thing I want to say is
7 you mentioned Ms. Hill, very well respected
8 lawyer here in South Carolina, sent you a
9 letter, which I then filed. She -- Mr. Carroll
10 filed something in the Supreme Court yesterday
11 which accused her ex parte communication.

12 THE COURT: Accused who?

13 MS. MCVEY: Ms. Hill of ex parte
14 communication. And I want to make it -- and
15 using it to benefit her in a case in front of
16 Judge Brown in federal court. And I just want
17 to say for the record -- a couple of things:
18 One, that letter was filed by me. She is not in
19 this case. She has nothing to benefit from any
20 of these cases. And I just confirmed with her
21 today that she is not in the PFAS case that has
22 a hearing in front of federal court,
23 Judge Brown.

24 So to the extent that needs to be corrected
25 in the Supreme Court, it certainly should be

1 corrected because it's obviously a disparaging
2 remark about an ethical and appropriate lawyer
3 here in South Carolina. I want to make sure
4 that's clear on the record.

5 THE COURT: There wasn't any accusation
6 she's had any ex parte communication with me or
7 what?

8 MS. MCVEY: Yeah, they're saying that since
9 she emailed you or maybe the law clerk the
10 letter.

11 THE COURT: Oh, that that was an ex parte
12 communication. I got you.

13 MS. MCVEY: And so that's been obviously
14 publicly filed. And if I didn't file it soon
15 enough, that's on me. That's certainly not on
16 her.

17 THE COURT: Right.

18 MS. MCVEY: But she has nothing to do with
19 this case. She doesn't represent any party in
20 this case. And so certainly if it was done
21 inappropriately, it was not anything scary or
22 benign or any of that stuff.

23 So I just want to make sure that's clear on
24 the record. And I also want to make sure these
25 guys are going to clean up. That she somehow

1 represents somebody in this PFAS litigation.
2 And I'll show you the footnote at some point
3 today so you can see that.

4 THE COURT: Thank you.

5 MR. CARROLL: Your Honor, I'm glad to
6 address everybody now, if you would like.

7 THE COURT: How about we do that.

8 MR. CARROLL: On that issue, my clients
9 think that all these letters from random law
10 firms in the state regarding the receivership
11 situation are just inappropriate. If any of
12 them want to speak to the Court, they should
13 file a motion for leave to speak as an amicus
14 party. No such motions have been filed.

15 But with regard to Ms. Hill's letter, we
16 didn't know about it until Ms. McVey filed it on
17 Friday. It was addressed to Your Honor.

18 THE COURT: I didn't see it until today.

19 MR. CARROLL: I understand, but I didn't
20 see it until Friday, and it was dated July 10th.
21 That letter asks Your Honor to disregard in
22 these cases what the Supreme Court said in Welch
23 and Tibbs because it would be unhelpful for her.
24 I think she said like an administrative
25 nightmare or something like that in the PFAS

1 cases.

2 THE COURT: Right.

3 MR. CARROLL: So tomorrow, Judge Brown, in
4 Greenville, is going to be hearing a motion to
5 remand filed by the receiver for Burlington
6 Industries. That is an alleged coverage action
7 that arises out of PFAS litigation.

8 In the receiver's complaint that has been
9 removed to federal court, he identifies two
10 lawsuits that he says are at issue that he wants
11 coverage declarations for. One of them is on
12 behalf of the City of Columbia. Ms. Hill is the
13 lawyer of record in that case.

14 So when I see --

15 THE COURT: Well, that's not something --

16 MR. CARROLL: Your Honor, when I see --

17 THE COURT: I don't -- and I don't know the
18 particulars of what you're going to be arguing
19 about in front of Judge Brown, but let me just
20 say I don't consider any of these letters,
21 whether it's from Ms. Finch or from Amy Hill or
22 from Peter McCoy to be anything other than
23 informational material for me in connection with
24 this matter.

25 I don't think they're ex parte

1 communications because they are communications
2 sent to me and to you all at the same time.

3 MR. CARROLL: They were not sent to me and
4 you at the same time. And that is what we
5 find --

6 THE COURT: I got them today. When did you
7 get them? Last Friday?

8 MR. CARROLL: The letter from Ms. Hill?

9 THE COURT: Yeah.

10 MR. CARROLL: It's dated July 10th. And
11 Ms. McVey represented was --

12 THE COURT: I saw it the first time today.

13 MR. CARROLL: I saw it Friday, July 18th.

14 THE COURT: Well, it's no ex parte
15 communication as far as I'm concerned because I
16 saw it at a time when it was indicated to me
17 that it was an attachment to something filed by
18 Mr. Robinson's group and that was it.

19 MR. CARROLL: Yes, ma'am.

20 THE COURT: And I assume, and I think
21 rightly so, that everything that he sent me, he
22 sent you. So I don't regard it as some kind of
23 ex parte material submitted simply for my
24 benefit.

25 MR. CARROLL: Yes, ma'am.

1 THE COURT: The arguments you have in front
2 of somebody else, I think are sad. This thing
3 of attacking lawyers rather than arguing the
4 merits is something the Court has spoken to
5 directly in this case.

6 MR. CARROLL: I'm well aware of.

7 THE COURT: I don't want to hear anything
8 more about that.

9 MR. CARROLL: Your Honor, I didn't intend
10 to address it today, but I was given no --

11 THE COURT: Your reply to Ms. McVey, and
12 that's fine.

13 MR. CARROLL: Yes, ma'am. Thank you.

14 THE COURT: Mr. Protopapas.

15 MR. PROTOPAPAS: Your Honor, I have good
16 news, and it stems off of Ms. McVey's mentioning
17 the August --

18 THE COURT: Speak up a little bit.

19 MR. PROTOPAPAS: Yes, Your Honor. We have
20 good news. Ms. McVey was mentioning the
21 Stafford cases and the August block which are
22 the last items on your agenda today.

23 THE COURT: Yes.

24 MR. PROTOPAPAS: Since Friday, my friends
25 at Travelers, and it gets lost in some of the

1 acrimony, but we do work together a lot. And so
2 my friends at Travelers and I have been working
3 hard since Friday, and a couple of good things
4 happened.

5 We also talked with the plaintiffs,
6 Mr. Ledlie and his colleagues, and what we would
7 propose to the Court, Mr. Ledlie has agreed to a
8 dismissal without prejudice, a tolling agreement
9 for those three cases on your docket.

10 Travelers and I have agreed to a global
11 mediation, not for just Stafford, but also for
12 some of these other issues, be it Starr Davis,
13 be it whatever, all the things because outside
14 of this courtroom and the filings, the
15 professional adjusters at Travelers, their
16 senior claims folks, and even when the lawyers
17 participate, we speak collectively, collegially
18 to resolve claims, and it becomes acrimonious
19 when we come to this courtroom, and I hate that.

20 And I think there's a recommitment in part
21 from the Tibbs order and its last paragraph
22 saying we're sick and tired of seeing the
23 sniping. There's a recommitment between the
24 folks at Travelers and I to bring the
25 temperature down and find solutions.

1 And so one solution we would propose to the
2 court is the Stafford dissolution motion does
3 not need to be heard today, and it does not need
4 to be heard for the August block because we have
5 a solution to the August block if the Court
6 feels it's appropriate.

7 Let us go at the end of July. It's been
8 scheduled for the 29th, if I'm not mistaken.

9 THE COURT: Right.

10 MR. PROTOPAPAS: Let us enter into this
11 more global dialogue with my friends at
12 Travelers and bring, just like we did to Covil
13 or to Southern or to Keaton Frost or to so many
14 of these other receiverships where there are 18
15 of them, six of them have maybe some chaos or
16 some findings that are hot, but the other 12
17 just march along and in order. And we're going
18 to get those other six in order as well.

19 I think we are committed to it, and I'm
20 going to reach out today to my friends at
21 Resolute and try to create that same dialogue we
22 have with Travelers.

23 But for purposes of today, I did want to
24 alert the Court, with my friends Motley Rice in
25 here, my friends from Traveler's, Mr. Lee,

1 Mr. Carroll here, that we have a solution for
2 the Court, which is those three cases, the last
3 defendant in Stafford. We have reached an
4 agreement to dismissal without prejudice.

5 If a moment comes where a qualified
6 settlement fund is operated, we do not need to
7 go through a new claims file, I will take up
8 those three cases, my reports from defense
9 counsel, and engage in an honest settlement
10 discussion with them.

11 And we would ask that those last motions
12 where my friends at Traveler's want to argue
13 that the Stafford company shouldn't be in
14 receivership, we ask the Court not hear those
15 today. Schedule them in August or when the
16 Court deems appropriate.

17 Let us go to this mediation in July. Let's
18 make progress that we have -- we take those two
19 steps forward and then, my gosh, the filing
20 get --

21 THE COURT: That, as I say, is the irony of
22 much of this really disagreeable back and forth
23 that's taking place primarily, unfortunately, in
24 this Atlas, Cape, ACL dimension that is infected
25 some of the rest of the docket. But the

1 solutions they call for to satisfy their clients
2 would destroy the good cooperation that you just
3 described in so many of these other asbestos
4 cases.

5 And there are so many that my docket would
6 be completely overwhelmed if every one of them
7 had to have judicial attention at the very
8 beginning and throughout. To be able to resolve
9 so many of them through very hard-fought and
10 heart-felt dialogue between the receiver, again,
11 given the defendant, and the insurance companies
12 and others that have the kind of assets
13 necessary to resolve it. That's just exactly
14 what we want to have happen.

15 MR. PROTOPAPAS: In the Stafford --

16 THE COURT: And it's, to me, mind-boggling
17 that the same people who get up here and argue,
18 accuse the other side of everything in the world
19 that's terrible. Their insurance companies at
20 the same time are moving -- are very happily
21 working with the receiver to settle so many of
22 these cases.

23 But the solution that they ask for from
24 this court and the Supreme Court is to abolish
25 all the receivers, including the ones in which

1 they have cooperated to set up qualified
2 settlement funds. Doesn't make any sense to me.

3 MR. PROTOPAPAS: It doesn't, Your Honor.
4 We are going to bring a very confident and
5 optimistic -- we're going to bring better order,
6 especially with my friends at Travelers. And
7 I'll work just as hard for my friends at
8 Resolute.

9 And I think it should be mentioned, Your
10 Honor, that the civil defense firms defending
11 these receiverships before you are amongst the
12 best in the state.

13 THE COURT: They are.

14 MR. PROTOPAPAS: Be it Maynard Nexsen, be
15 it Nelson Mullins, be it Pierce Sloan. And
16 Mr. Melling, who is the attorney, who is the one
17 tasked with defending plaintiffs' claims has had
18 amazing amount of research and investigation at
19 Stafford, has fought the August block cases, has
20 made his recommendations that we will not share
21 in open court.

22 And I have the material I need to engage
23 with the plaintiffs' counsel. We would ask a
24 little bit of runway to allow us to accomplish
25 that, rather than to deepen perhaps the divide

1 between Travelers and I by hearing the Stafford
2 dissolution motion.

3 THE COURT: We'll put that off until the
4 end of July when that hearing is already
5 scheduled, for sure.

6 MR. PROTOPAPAS: Thank you, Your Honor.

7 THE COURT: All right. Now, Mr. Carroll.

8 MR. CARROLL: Yes, ma'am. Is this my turn
9 to respond to the overall framework?

10 THE COURT: Yes. Yes.

11 MR. CARROLL: We got sidetracked, Judge. I
12 kind of lost my place in where we are.

13 Your Honor, Todd Carroll on behalf of Mohed
14 Altrad and the Altrad Investment Authority.

15 I know when counsel was getting arranged,
16 there were some comments that I understand that
17 there were --

18 THE COURT: Speak up now, Mr. Carroll.

19 MR. CARROLL: When we were sitting down, I
20 understand that there were some informal
21 comments about all of us being one big family.
22 I want to be clear, I don't represent Mr. Rawl's
23 clients. I don't have Mr. Elliott and his
24 colleagues' clients. I have two clients, Mohed
25 Altrad, Altrad Investment Authority. Those are

1 my clients in the Tibbs case.

2 Your Honor, I think that what the Supreme
3 Court -- I heard Mr. Robinson talk for half an
4 hour. He didn't talk about Welch. He talked
5 about a Covil case against Penn National and a
6 Covil case against USF&G. And said, Well, those
7 cases happened. Those cases didn't involve
8 cases where the receiver -- in which the
9 receiver was actually appointed, so we should
10 just continue business as usual.

11 Your Honor, the world changed with Welch.
12 Welch may have been a reaffirmation of
13 long-standing principles, but the Supreme Court
14 put a very fine point on what a receiver is
15 supposed to do. And that is the --

16 THE COURT: In what document?

17 MR. CARROLL: The Welch decision.

18 THE COURT: Right.

19 MR. CARROLL: Particularly pages 29 and 30
20 of the clerk's advance sheet.

21 THE COURT: All right.

22 MR. CARROLL: There's a heading called
23 Scope of Receivership. In that, the Supreme
24 Court, while it affirmed Your Honor's general
25 appointment of a receiver over Atlas Turner, it

1 reversed this Court in one very critical aspect.
2 And it said that the receiver can only marshal
3 assets to pay Mr. Welch's claim.

4 And then it said to the extent that the
5 appointment goes beyond this claim, that order
6 is hereby reversed.

7 And, Your Honor, that is entirely
8 consistent with the receivership statute. A
9 receiver only comes into existence at the
10 request of a creditor who has a known debt, and
11 there is concern that property that could be
12 used to satisfy that debt is in peril.

13 Under our receivership statute, 15-65, I'm
14 going to point to Section 90.

15 THE COURT: Give me a statutory cite you
16 make.

17 MR. CARROLL: 15-65-90. It says that a
18 party has to ask for a receiver. Now, Section
19 10 tells you the circumstances under which the
20 court could grant that motion. But Section 90
21 says a party must be the one requesting a
22 receiver and that that request comes with very
23 significant consequences, namely, if you are
24 wrong, if you have put the property of somebody
25 else in peril by trying to put it in the hands

1 of a receiver, and your request is wrong, you
2 are on the hook for all the costs, all the
3 expenses, and all the actual damages that come
4 from your improper request.

5 Just like the Tiffany versus Smith and in
6 the Machin case, or however you say it, case say
7 that only a defendant can appear on the verdict
8 form because the General Assembly used the word
9 defendant in the joint and several liability
10 statute.

11 So to here, 15-65-90 uses the word party.
12 Only a party can ask for receiver and that's
13 because a receiver, unlike a custodian, which
14 the shipmaster's case talks about from the Court
15 of Appeals. And a custodian can actually be
16 appointed to run a business and to take over a
17 business and make business decisions like
18 whether to file a lawsuit, whether to assert
19 certain defenses. A custodian can only happen
20 to a domestic company and that process is under
21 Title 33 of the state code.

22 A receiver, by contrast, has a very
23 specific and very limited function. And that's
24 what Welch says.

25 THE COURT: Let me ask you this,

1 Mr. Carroll.

2 MR. CARROLL: Yes, ma'am.

3 THE COURT: Number one, does the receiver
4 have the ability, once appointed, to be served
5 by another claimant with a claim against the
6 corporation of which the receiver is appointed
7 as a receiver?

8 MR. CARROLL: No, ma'am.

9 THE COURT: So --

10 MR. CARROLL: Because that is not
11 marshaling an asset. That would be the order.

12 THE COURT: Well, there's some other things
13 that the statute says about what a receiver does
14 and what a receiver's authority is, and you say
15 those do not allow a receiver to be served with
16 any kind of claim.

17 MR. CARROLL: Your Honor, let me answer
18 this in the context of the Tibbs case because
19 that's what I'm here --

20 THE COURT: I'm asking generally. You say
21 that the Welch case has made a broad statement
22 that applies to all receiverships in the
23 asbestos world that we're dealing with. And the
24 one of the things you say is that a receiver has
25 to be appointed in every case in which a claim

1 is made against the company. But you also have
2 just made the claim that the receiver cannot
3 be -- cannot be served with a claim, a lawsuit.

4 MR. CARROLL: I suppose if the claim is
5 about the specific piece of property. Like if I
6 have a car and somebody --

7 THE COURT: No, this is a tort claim. What
8 language is it that limits it to being served
9 with a claim about an asset?

10 MR. CARROLL: Because the receiver's
11 function is limited to the asset in which he was
12 appointed.

13 THE COURT: Is that by statute that you're
14 saying that?

15 MR. CARROLL: Your Honor, that's what Welch
16 says. That's what it reversed this court on.
17 It said we hold the trial -- this is page 30 of
18 the advance sheet. "We hold the trial court
19 properly gave the receiver power to pursue
20 claims in South Carolina's jurisdiction to bring
21 insurance assets to be bear.

22 "In covering Mr. Welch's injuries, however"
23 -- because he's the one who got the appointment.
24 "-- however, we hold that power does not
25 properly extend to reach every claim relating to

1 Atlas Turner's asset in business activities."

2 Welch says the receivership is limited to a
3 property for which a party has asked for the
4 appointment. Which is why we take the position
5 that I think the Supreme Court said in Welch and
6 then confirmed in the Tibbs order that brought
7 us back here today. The Supreme Court --

8 THE COURT: So you say that the receiver --
9 the receiver's authority by Welch is limited to
10 dealing with insurance assets, that's it?

11 MR. CARROLL: No, ma'am. In Welch --

12 THE COURT: That's the question I asked
13 you. Just slow down for a second.

14 MR. CARROLL: Yes, ma'am.

15 THE COURT: Listen to the question. My
16 question is this: I understand that what you're
17 saying is that a receiver, per the Welch
18 opinion, is limited in authority to marshaling
19 insurance assets and not any other activity on
20 behalf of the corporation of which it is a
21 receiver.

22 MR. CARROLL: No, ma'am.

23 THE COURT: What are the other activities
24 and where does the authority come from?

25 MR. CARROLL: I was reading to you what the

1 court said in that case.

2 THE COURT: That's what I'm asking you.
3 Let's not do --

4 MR. CARROLL: I'm not trying to --

5 THE COURT: You're saying the Supreme Court
6 in Welch, despite what the statute may say or
7 anything else, has limited the authority of a
8 receiver to only marshaling insurance assets,
9 correct?

10 MR. CARROLL: No, ma'am. I'm saying that
11 the Supreme Court in Welch has limited the
12 receiver's authority to only marshaling assets.
13 They happen to be insurance asset in Atlas
14 Turner and in Welch, but the Supreme Court in
15 Welch limited a receiver's authority to
16 marshaling assets needed to pay the claim of the
17 person responsible for the receivership
18 appointment. In Welch it was limited to
19 insurance assets. But --

20 THE COURT: I understand what you're
21 saying.

22 MR. CARROLL: Yes, ma'am.

23 THE COURT: Why in the world would not the
24 Supreme Court have taken a different view of the
25 Covil/Penn National litigation if you are right

1 in what you say about the authority of a
2 receiver?

3 MR. CARROLL: Well, let me answer that two
4 ways: Number one, they were never asked that
5 question; number two, why didn't the receiver
6 ask for a rehearing in Welch in its 15 days to
7 say, hey, wait a minute, your order says I can't
8 marshal assets to pay any other claims, and I
9 can only marshal assets to pay --

10 THE COURT: I think because --

11 MR. CARROLL: I'm going to have a broken
12 receivership.

13 THE COURT: I think, Mr. Carroll, is
14 because the receiver doesn't interpret that
15 decision as you do.

16 MR. ROBINSON: I can confirm that, Your
17 Honor.

18 THE COURT: Wait a minute. No, sir,
19 Mr. Robinson. You can't interrupt his argument.
20 I forbid that.

21 MR. CARROLL: Your Honor.

22 THE COURT: But that's what I'm saying to
23 you, you castigate the receiver for not asking
24 for a rehearing on this point. My guess is it's
25 because the receivership doesn't agree with your

1 analysis of the words of Welch that we're
2 talking about.

3 MR. CARROLL: Okay.

4 THE COURT: You say it's a limitation of
5 receiver's authority in the Welch case to only
6 dealing with insurance assets or other assets
7 that might relate to satisfying the Welch claim.

8 MR. CARROLL: That's what I'm saying.

9 THE COURT: That's what you say the court
10 said. And my response to that was to ask you
11 why in the world the Supreme Court would have
12 made the decision it made in the Penn
13 National/Covil case?

14 MR. CARROLL: Your Honor, I don't know.
15 But I do know that that question was never asked
16 to them. Now, we have raised it in the Starr
17 Davis cert petition that we filed just
18 yesterday. Because the Starr Davis appointment
19 comes from the Hopper case, and the Hopper case
20 was dismissed with prejudice as it relates to
21 Starr Davis before the complaint that spawn that
22 appeal was even filed.

23 THE COURT: That's a little different
24 question. I'm trying to concentrate on one
25 thing at a time here.

1 MR. CARROLL: I understand.

2 THE COURT: Let's assume that the receiver
3 is properly appointed, and that's where we are
4 right now. Appointed in the case that the claim
5 against your defendant arises in. You're saying
6 that the receiver's authority has got
7 limitations on it. And that's per Welch.

8 MR. CARROLL: Absolutely.

9 THE COURT: I understand that's your --

10 MR. CARROLL: Yes, ma'am.

11 THE COURT: That's your reading of Welch.

12 MR. CARROLL: Yes, ma'am. There's a page
13 29 of the advance sheet has a heading called
14 Scope of Receiver's Authority. And that section
15 is two pages long. And three times in that
16 one --

17 THE COURT: I'm very familiar with the
18 Welch case.

19 MR. CARROLL: Three times in that one
20 section, the Supreme Court makes the point that
21 I am making.

22 THE COURT: I understand your argument.

23 MR. CARROLL: Now, the Tibbs case -- the
24 Tibbs order says, among other things, that the
25 court has to ensure that the receiver has been

1 authorized to conduct its work in the case that
2 is before the court. There's no such order
3 here. That's Section A1.

4 But then section A2 says that this court is
5 required to ensure that such an order, an order
6 authorizing the receiver in the specific case at
7 hand, ensure that such an order is based on
8 findings of fact sufficient under Welch to
9 justify the order and that the receiver's scope
10 of authority is limited as set forth in Welch.

11 That phrase "scope of authority" in Tibbs
12 matches the heading that -- on page 29 of the
13 advance sheet from which my argument flows.

14 THE COURT: All right.

15 MR. CARROLL: These orders link up
16 entirely.

17 THE COURT: What do you do with section 3?

18 MR. CARROLL: My understanding is that the
19 court is to --

20 THE COURT: Well, what does it say?

21 MR. CARROLL: We ask that the circuit court
22 provide this court with a report on the progress
23 as to matters A and B, including the status of
24 Park, which I'll get to, and all asbestos cases
25 in which a receiver has been appointed every 30

1 days.

2 THE COURT: It says or to -- it says to the
3 extent the circuit court intends to authorize
4 the work of the receiver --

5 MR. CARROLL: I'm sorry, I was reading --

6 THE COURT: -- not found sufficient in
7 Welch, or to authorize a scope of work not
8 approved in Welch, the circuit court should make
9 specific findings of facts and conclusions of
10 law the circuit court finds justify its actions.

11 MR. CARROLL: Yes, ma'am. I'm sorry. I
12 was reading Section C, not A3.

13 The last sentence of number 1, though, A1,
14 limits any such order. The Supreme Court
15 specifically says the receiver is not to be
16 authorized to conduct work as to a case in which
17 no receiver appointment has been filed.

18 So that part of Welch is the law.

19 Now, if I can talk about --

20 THE COURT: But what does 3 mean then? Is
21 it referring to one and all? I believe it is.
22 It says to the extent circuit court intends to
23 authorize work based on facts not found
24 sufficient in Welch involved or scope of work
25 not approved in Welch.

1 MR. CARROLL: Yes, ma'am.

2 THE COURT: Then the circuit could make
3 specific findings of fact and conclusions of,
4 law the circuit court finds justify its actions.

5 MR. CARROLL: That's right. But the
6 receiver is not -- when you're doing that, the
7 receiver is not to be authorized to conduct work
8 as to a case in which --

9 THE COURT: Well, we just read the order
10 differently.

11 MR. CARROLL: But, Your Honor, my reading
12 jives with the statute because under the statute
13 a party has to ask for a receiver to go after a
14 specific asset to pay a debt owed to that party.

15 THE COURT: But if that were so, the two
16 decisions -- two appellate decisions that are
17 final in this area would not have been made.
18 And you say it's because nobody asked them about
19 that. Let me tell you something, they had
20 people on your side of the fence that were
21 very -- including you, that very aggressively
22 argued those points.

23 MR. CARROLL: We didn't argue -- Your
24 Honor, this point has never been --

25 THE COURT: Why not? If this turns outs to

1 be the heart and sole of what you're now
2 arguing.

3 MR. CARROLL: Your Honor, that's why you
4 have this litany of people in the room who are
5 making this argument and have said Welch says
6 that what the --

7 THE COURT: Well, you've been making this
8 argument a long time before the Welch decision
9 came out, Mr. Carroll.

10 MR. CARROLL: Oh, no, ma'am.

11 THE COURT: A long time before this
12 decision came out. This is nothing new in terms
13 of the contention that you made on behalf of
14 your client.

15 MR. CARROLL: Well, I disagree with that,
16 but let's apply this ruling to the actual Tibbs
17 case.

18 THE COURT: Well, I'm going to do that.
19 I've been directed to do that and I'm going to
20 do that.

21 MR. CARROLL: Yes, ma'am.

22 THE COURT: Whether I end up applying it as
23 you think it reads or as Mr. Robinson thinks it
24 reads or somewhere in between remains to be
25 seen.

1 MR. CARROLL: Yes, ma'am.

2 THE COURT: But I'm certainly going to do
3 that.

4 MR. CARROLL: Well, there's no dispute that
5 there is no order appointing the receiver in the
6 Tibbs case. Which is why our notice that we
7 filed -- my clients filed on Friday says that
8 everything that the receiver has said should be
9 stricken from the record.

10 The whole third-party proceeding is a
11 nullity because there is no order authorizing
12 the receiver to do anything in the Tibbs case.
13 And that's for several reasons, not the least of
14 which is that the Tibbs have never asked for
15 such an order, and they never asked for such an
16 order because they have not actually sued the
17 entity that they want to have in receivership.
18 My client is not the defendant to the Tibbs
19 case.

20 THE COURT: Is that a request, then, for
21 the Supreme Court to revisit this remand back to
22 me? Because they wouldn't be asking me to do
23 what they're asking me to do if you were right
24 in what you just said.

25 MR. CARROLL: Your Honor --

1 THE COURT: Just the whole thing is a
2 nullity to begin with. That would be an easy
3 call for them to make. But they didn't make
4 that call. In fact, quite to the contrary, they
5 retained the ability to sanction your client
6 with them, but they sent the rest of it back to
7 me.

8 MR. CARROLL: Your Honor, I think they have
9 given the court a very easy and gracious way of
10 resolving this whole situation. The receiver
11 has no standing to make any argument in this
12 case. He definitely has no standing to make an
13 argument to be heard, ever to be -- to now be
14 appointed as a receiver in the Tibbs case. And
15 that goes back to 15-65-90.

16 He's not a party. He's not a creditor of
17 any of these third-party defendants. He has
18 retreated back in his motion to -- I want the
19 record to reflect, I'm putting quotes on it, in
20 his motion to confirm his appointment, he points
21 back to the Park case and says, well, gee-whiz,
22 was appointed there so that should be good
23 enough.

24 Your Honor, the Park appointment order is a
25 nullity on its own. I hope that you have read

1 our papers on this point.

2 THE COURT: I have.

3 MR. CARROLL: There was no order appointing
4 Mr. Park as the personal representative, and
5 there had not been for more than six months.
6 And Ms. Parks' estate had been closed. At the
7 time that the motion was filed, which, of
8 course, as Your Honor also knows, was nine
9 months after the Park family's counsel reported
10 to the court that the case was, quote, fully
11 resolved.

12 Nine months after the case was fully
13 resolved, six months after the estate is closed
14 and its personal representative appointment was
15 terminated, a motion got filed supposedly on
16 behalf of the estate asking for the receiver to
17 be appointed.

18 That is -- that filing is a nullity. The
19 Park appointment order is a nullity. It cannot
20 possibly be imported into this case, not the
21 least of which because Welch and Tibbs say it
22 can't, but also bring -- dragging a nullity from
23 one case into another is, of course, a futile
24 effort.

25 Cape --

1 THE COURT: Let me understand something.

2 MR. CARROLL: Yes, ma'am.

3 THE COURT: All right. The seven matters
4 that have been sent back to me are matters -- in
5 terms of your client are matters involving the
6 Tibbs case, right?

7 MR. CARROLL: Yes, ma'am.

8 THE COURT: So tell me, the court has given
9 me some directives about pending motions in
10 Park. And what I've been advised is that those
11 pending motions have now been resolved and
12 withdrawn.

13 MR. CARROLL: Yes, ma'am.

14 THE COURT: So tell me what the pertinence
15 is of this argument that you're making right now
16 about the Park case.

17 MR. CARROLL: Of course. The receiver
18 says, hey, I was appointed in Park so you should
19 recognize it in Tibbs. And I'm telling you that
20 the order in Park is annulled. That's why I'm
21 talking about Park.

22 He brings it up, and I, in response, am
23 telling you that what he's relying on, the
24 foundation for which his whole argument to be
25 confirmed, quote, confirmed in this case, his

1 whole argument is based on a foundation of sand
2 that has been washed out to sea. The order is a
3 nullity. It was a nullity the moment it was
4 entered.

5 The Tibbs case was fully resolved, as
6 counsel -- pardon me -- the Park case was fully
7 resolved as counsel reported to the court. If
8 Your Honor saw the timeline that we included
9 with our exhibit, counsel reports that Park is
10 fully resolved on June 3rd.

11 Three days later Mr. Park goes to the
12 probate court in Spartanburg County and says
13 please terminate my appointment as personal
14 representative and close this estate.

15 In August, the probate court grants that
16 motion, closes the estate, terminates his PR
17 appointment. And there's silence and peace for
18 more than six months in a case that's fully
19 resolved. And then out of nowhere a motion to
20 appoint a receiver over a company that was never
21 even served with process in the Park case comes
22 to Your Honor and that order is entered.

23 I heard Mr. Robinson say, hey, there was
24 some fraud told to you in that case about Cape,
25 but I don't think it made in your appointment

1 order so you ought to revisit that appointment
2 order.

3 On that point, Your Honor, the Welch court
4 did not -- it talked about moral fraud and said
5 Atlas Turner is subject to a receivership
6 because of, quote, moral fraud. But it didn't
7 say selling asbestos is moral fraud. What it
8 talked about is on page 25 of the advance sheet,
9 and all of the moral -- the quote, moral fraud
10 that was at play in Welch by Atlas Turner was
11 Atlas Turner's litigation conduct.

12 Your Honor ordered them to respond to
13 discovery. They said we don't have anybody who
14 can answer discovery. Your Honor said bring
15 your insurance asset to bear. They said, What
16 are you talking about? We don't have any
17 insurance. And Your Honor got to the bottom of
18 that and realized that wasn't true.

19 And so the Supreme Court, they identified
20 page 25 of the advance sheet, they identified
21 three things that justified the moral fraud
22 finding that resulted in the appointment of the
23 receiver. Number one, ignoring Your Honor's
24 discovery orders.

25 Number two, false statements regarding

1 insurance coverage.

2 And number three, refusing to tender the
3 claims to its insurance carriers. All of which
4 was in litigation conduct from the Welch case
5 itself. There's no such thing regarding Cape
6 LPLC, or Cape Intermediate Holdings Limited in
7 the Park case.

8 And Your Honor knows that because they were
9 never served with process in the very first
10 place. There's no default. There's no default
11 judgment. I know the receiver likes to say,
12 well, gee-whiz, he never answered the complaint.
13 Well, of course, they didn't answer the
14 complaint. They were never served with the
15 complaint. But that's not my client. This is
16 just what I concede from reading the public
17 index.

18 So, Your Honor, the application of Welch
19 and Tibbs as it relates to the purported Cape
20 receivership, the answer is easy. The Supreme
21 Court has given this court an easy way to unwind
22 this whole rotten situation. The Park
23 appointment order is nullity. The Cape -- the
24 purported Cape receivership is a nullity.

25 There's never been any service of Cape

1 Intermediate Holdings Limited or Cape PLC,
2 itself, in the Tibbs case without them actually
3 having been served or even named as real
4 defendants instead of defendants owed through
5 the receiver. Without that ever happening, this
6 court can never even attempt to appoint a
7 receiver, if the Tibbs family even asked for
8 one, which they have not. All they've done is
9 tried to adjoin a filing that itself is void.

10 Your Honor, I appreciate you giving me some
11 latitude to air my talking points. I'm glad to
12 answer any other questions you might have.

13 THE COURT: All right, sir.

14 MR. CARROLL: Thank you.

15 MR. RAWL: Your Honor, it's always nice to
16 see you. I'm Vic Rawl. I'm with the law firm
17 of Gordon Rees. I represent ESAB, Charter, and
18 Central Mining, that are named third-party
19 defendants in this Tibbs matter.

20 I'm not going to repeat everything that
21 Mr. Carroll just said, but we do incorporate
22 that. We also incorporate the brief that was
23 filed on behalf of London, you know, in the Park
24 matter, which is in opposition to a motion to
25 compel filed by the receiver in Park. I just

1 want to make sure I put that on the record.

2 Your Honor, I have it in my brief just to
3 make sure you know these arguments are not
4 waiving our personal jurisdiction arguments.

5 Your Honor, basically, Your Honor, on
6 behalf of the Charter defendants, I want to make
7 sure that, you know, we make our objections
8 clear. But what I would like to point out is a
9 lot of the issues that we are dealing with in
10 these receiverships.

11 And as Your Honor knows, Tibbs doesn't have
12 anything to do with insurance or insurance
13 carriers. It's separate. All the other
14 receiverships do, so Tibbs is a little bit of in
15 a different position.

16 But what strikes me whenever I hear these
17 arguments is that right now what we're dealing
18 with is the Supreme Court has asked Your Honor
19 to review the underlying appointment and
20 appointment orders, one for the Cape receiver
21 and others. But it's the underlying plaintiff
22 in those cases, as Mr. Carroll pointed out, that
23 has to make that motion to appoint the receiver.

24 And so it is that the plaintiff in the
25 underlying case that makes the motion to appoint

1 the receiver that gives the evidence of why the
2 receiver should be appointed that -- and they're
3 all ex parte. But that evidence is put before
4 you to make the determination as to whether or
5 not receivership should be appointed.

6 Those decisions and what happens there are
7 the purview of the underlying plaintiff and what
8 those plaintiffs argued and whether or not it
9 was sufficient to support an order.

10 THE COURT: Let me stop you right there.

11 MR. RAWL: Of course.

12 THE COURT: You say that it's the
13 underlying plaintiff and only the underlying
14 plaintiff who can ask for the appointment of a
15 receiver for a party defendant. And only for a
16 party defendant in their case.

17 MR. RAWL: Correct.

18 THE COURT: So there can never be a third
19 party complaint in a normal asbestos case even
20 when coverage questions are raised. Because
21 that's how these receivers end up being
22 appointed is through a third-party complaint in
23 an underlying plaintiff's action. And you're
24 saying that underlying plaintiff has to be the
25 initiating party.

1 MR. RAWL: Yes.

2 THE COURT: Let me ask you this as a
3 practical matter. You're here -- let's start
4 with the one that started it all, the granddaddy
5 of them all, Covil. For years, Covil was a
6 defunct corporation, but its insurers developed
7 a process of using one of the Covils to accept
8 service as if Covil was still an active
9 corporation and then tender those suits to the
10 insurance company for defense.

11 The plaintiff never knew any of that, and
12 when the underlying insurer lawyer would go on
13 behalf of the defendant to the mediation, it
14 would say the defendant's defunct, doesn't have
15 any assets, we might be able to scrape up
16 something, implication the Covils might be
17 willing to stick something in the pot as a
18 nuisance thing.

19 That's how those cases were settled all
20 those years until both Judge Eagles in the
21 federal case that involved the Finches resulted
22 in the \$32 million verdict, she had been told
23 consistently by the lawyers no insurance. Then
24 at the last, they finally said, oh, there may be
25 some insurance, but what you have to settle

1 within the limits of it, 300,000 or 200,000,
2 whatever it was.

3 They couldn't -- Covil would not allow
4 settlement within that limit. Again, the
5 plaintiff knows nothing about the specific
6 insurance policies or anything else.

7 How did the Covil insurance get discovered?

8 MR. RAWL: Your Honor, I apologize. I'm
9 not in the Covil case.

10 THE COURT: Well, let me explain to you.
11 You sat here and listened so I think you
12 probably know. It got discovered after I
13 appointed a receiver for Covil, and Covil
14 discovered an enormous amount, that the receiver
15 uncovered an enormous amount of coverage for
16 Covil in not just the case in which it was
17 originally appointed, but insurance that could
18 apply in the cases Covil was being sued in. Not
19 the case that it was initially appointed on.

20 And that situation was then -- the coverage
21 situation was then litigated extensively in the
22 Court of Appeals and in the South Carolina
23 Supreme Court. And the activities were affirmed
24 in every respect.

25 MR. RAWL: Your Honor, I've heard --

1 THE COURT: You know, how would that result
2 have ever come about if you're right and
3 Mr. Carroll is right and the only way a
4 defendant in an asbestos case can ever be
5 required to respond when it refuses to accept
6 service, refuse to admit the authority of the
7 court or anything else is for a specific
8 receiver and the specific case to be appointed,
9 and then that appointment is made only if the
10 plaintiff asks that it be made, when they don't
11 even know there's insurance out there.

12 That's the argument you're making to me. I
13 don't understand that.

14 MR. RAWL: And without going back to Covil,
15 I don't know all the facts. What I do know is
16 that having read the Supreme Court's opinions on
17 Covil, the receivership appointments were not
18 challenged. So nobody said these appointment --
19 these receiver appointments are improper for
20 these specific reasons. The carriers -- the
21 parties, they all accepted the appointment.
22 They didn't challenge them for whatever reason.
23 Maybe they did not have a problem with them.
24 But they were not challenged. So we don't have
25 a Supreme Court order that is upholding the

1 appointment of the receiver in Covil.

2 But to answer your question, yes, if
3 there's a party that wants to put a defendant or
4 plaintiff put a defendant into receivership, the
5 receivership statutes require that plaintiff to
6 make a motion to say, you know, why this entity
7 should be in receivership, what assets are at
8 issue, or, you know, in some of your other cases
9 they say we think there's insurance and you
10 should have marshaled those insurance assets.

11 But, yes, a plaintiff has to make a
12 showing. Now we know more about what the
13 showing has to be pursuant to both the Tibbs
14 order and the Covil opinion -- I mean, the Welch
15 opinion as to what the plaintiff has to show to
16 the judge in that case in order to have a
17 receiver appointed.

18 But the receivership statute, it's a
19 remedy. As Mr. Robinson said earlier, this is a
20 remedy. A remedy in a specific case. And why
21 would the Supreme Court just assume that there
22 will be several more cases that --

23 THE COURT: They discussed them. They
24 referred specifically to the many cases that the
25 receiver was involved in. The Supreme Court,

1 Court of Appeals are not unaware of this. They
2 were very much aware.

3 MR. RAWL: But I think that the Supreme
4 Court is looking back at the actual receivership
5 statute that says in numerous areas that it's
6 limited to that case. I mean --

7 THE COURT: That language limited to that
8 case does not appear in any of those statutes.
9 You make the interpretation based on the
10 statutory language. And I understand your
11 arguments in that regard. But the words you
12 just used do not appear anywhere in the statute.

13 MR. RAWL: In numerous sections of the
14 statute says in this cause, in this cause, and
15 it's in the singular cause. It also -- that
16 statute also says that the -- for a receiver
17 appointed under any portion of that statute,
18 that a bond has to be -- an amount of a bond has
19 to be --

20 THE COURT: There's a lot of argument about
21 that too, of course.

22 MR. RAWL: And that if the party in that
23 case pays the bond, then the receiver in that
24 case has to be terminated. So, I mean, how
25 would a party in a different case pay a bond in

1 an unrelated case in order to terminate a
2 receiver?

3 If a receiver can act in more than one
4 case, if they are appointed in only one case, by
5 one plaintiff, and starts acting in another
6 case, how can the parties that are being
7 affected in that other case be able to pay a
8 bond --

9 THE COURT: Once the receiver is appointed,
10 can the receiver be served with claims against
11 the corporation for which the receiver has been
12 appointed that are not involved in the original
13 appointment of the receiver?

14 MR. RAWL: Not if the receiver is appointed
15 pursuant to the receivership statute issued in
16 this case, which is a remedy statute. If the
17 receiver is appointed under the South Carolina
18 corporate section, which is different than an
19 asset -- a receiver or prejudgment asset
20 receiver, what we're dealing with in the Tibbs
21 case, then you run into the Rule 66 that gives
22 certain authority.

23 But the Rule 66, you can't contradict the
24 statutory language that's in 15-65-10 et. seq.,
25 which limits the request. It has to be the

1 plaintiff in the case, the receiver's actions
2 have to be in that case for the benefit of, you
3 know, collecting assets for that receiver.

4 And I think that it's very clear what the
5 Supreme Court said in the Tibbs order, which is,
6 you know, the receiver can't be allowed to act
7 in any case where he was not appointed as
8 receiver. Where all of a sudden he's been doing
9 what he was told that he can't do in Welch,
10 which is act on behalf of somebody else other
11 than the person on whom he was appointed.

12 THE COURT: How about you refer to the
13 Model Business Corporation Act. I'm real
14 familiar with that.

15 MR. RAWL: Thank you, Your Honor.

16 THE COURT: What does it about the
17 appointment of receiver? What is the authority
18 of the receiver once appointed?

19 MR. RAWL: You know, it basically says that
20 it's more in the line of a general receiver.
21 But the -- I believe it has to already be -- I
22 apologize, I don't know off the top my head. I
23 don't want to guess.

24 THE COURT: Okay. All right.

25 MR. RAWL: Again, I don't want to rehash

1 all the arguments, but I do want to go back to
2 my original point, which is if -- in any case
3 where the issue is was the appointment
4 sufficient? Well, that appointment order in the
5 motion, you know, for the appointment was made
6 by the underlying plaintiff.

7 You know, the receiver was not there --
8 let's take the Park case, for example. You
9 know, Mr. Protopapas was not acting in the Park
10 case prior to the time Your Honor issued the
11 order appointing him as the receiver. He wasn't
12 there saying, Your Honor, you should appoint me
13 as a receiver in this Park case for all these
14 reasons. You know, it was the Park plaintiff.

15 We now have a different understanding now
16 because that we know there was actually no
17 plaintiff at the time of the case. There was no
18 case in controversy. You have to have at least
19 two parties to have a case in controversy. So
20 it is my client's position as well that that
21 case was over and that there would be no proper
22 appointment.

23 Even if the plaintiff at the time, you
24 know, was still appointed PR and still had
25 authority to act on behalf of the Park estate,

1 and that case was not -- have already been fully
2 resolved, by making the motion, he is making the
3 argument as to why our receiver should be
4 appointed. If that becomes in question again,
5 it's not up to the receiver who is the arm of
6 the court, who is supposed to be a neutral and
7 not have, you know, an advocate of any party, it
8 is not up to the receiver to go then stand in
9 the shoes of Mr. Park and say, well, Mr. Park
10 should have argued this, or he meant to argue
11 this but he didn't.

12 THE COURT: I don't understand that to be
13 what the receiver is doing at all. The receiver
14 is acting as the representative of the defendant
15 not as the -- he's acting as a receiver for a
16 specific defendant party. He's not acting as a
17 representative for the plaintiff at all.

18 MR. RAWL: Your Honor, respectfully, the
19 receiver made a motion to confirm the
20 receivership. He made a motion to confirm his
21 own authority and suggesting that this Court --

22 THE COURT: Right. That's not a motion
23 made by the plaintiff in any case.

24 MR. RAWL: No. And that's my point,
25 Your Honor.

1 THE COURT: So none of these appointments
2 or even appointments where you -- you want to
3 invalidate them all, including those that where
4 a receiver is appointed pursuant to an order
5 initially issued in Taylor, for example, for
6 Covil. Unless the plaintiff did the requesting,
7 no third-party request would be valid, in your
8 opinion?

9 MR. RAWL: I don't think that any action of
10 a receiver appointed in one case pursuant to
11 15-65-10, et. seq., you know, any action would
12 be appropriate in another case.

13 THE COURT: Okay. Well, now you're talking
14 another case. You're not asking for the
15 invalidation of every receiver appointment?

16 MR. RAWL: I'm only here in regard to the
17 Tibbs case. I represent ESAB, Charter --

18 THE COURT: I understand who you represent.

19 MR. RAWL: Yes. And so it is -- I do think
20 that --

21 THE COURT: But you're making a pretty
22 broad argument about the authority of the
23 receiver appointed in any of these cases. And
24 pursuant to the argument you make, all these
25 receiverships, except those that pertain to the

1 specific case in which a receiver was initially
2 appointed, would be invalid.

3 MR. RAWL: I believe that, yes.

4 THE COURT: And a case in which he's
5 appointed unless the plaintiff asks for the
6 appointment, they would be invalid.

7 MR. RAWL: If a plaintiff gets an
8 appointment of a receiver in a certain case, if
9 the receiver acts beyond that case, if it's
10 under this statute, then he would not have the
11 authority to act in that other case, is my
12 client's reading of this case.

13 THE COURT: I understand.

14 MR. RAWL: But again --

15 THE COURT: That would have gotten rid of a
16 lot of litigation that's already gone over the
17 dam and been resolved and gone even as high as
18 the Supreme Court.

19 MR. RAWL: And I don't know why different
20 parties did not challenge the appointment of the
21 receiver at those times. I notice there were
22 some challenges, but the appeals were not
23 accepted as immediately appealable. This is the
24 first, you know --

25 THE COURT: That's clearly something wrong

1 that was done in this case. That the court has
2 recognized. These were not immediately
3 appealable orders, and the court has made that
4 very clear.

5 MR. RAWL: I did read the Tibbs opinion or
6 Tibbs order, yes, ma'am, Your Honor.

7 THE COURT: What's that?

8 MR. RAWL: I said, yes, Your Honor, I did
9 read the Tibbs order. So I do understand what
10 they said?

11 THE COURT: Some parts you like other parts
12 you don't like?

13 MR. RAWL: Isn't that every case?

14 THE COURT: Yeah, well, it is. That's what
15 I'm all about.

16 MR. RAWL: Your Honor, but in this, the
17 Tibbs case that I'm standing here for today, my
18 client objects that the receiver does not have
19 standing to act in this case. But further --

20 THE COURT: That's an underlying argument.

21 MR. RAWL: Doesn't have standing to try and
22 argue for his own appointment. You know,
23 whether or not the appointment was appropriate
24 or not or enough evidence or not,
25 Mr. Protopapas, he didn't have anything to do

1 with getting himself appointed. The order was
2 made, he was appointed. So whatever happened
3 before his appointment, whether that appointment
4 order was appropriate or whether the evidence
5 that was provided to the court was sufficient,
6 you know, under Welch, that is not the receiver
7 standing to make this argument.

8 For example, we made this argument when we
9 made a motion to resolve the receivership in
10 this case. And there was an issue, if Your
11 Honor remembers, with -- we pointed out that the
12 Cape entity, the motion to appoint the receiver
13 had all this information, but what it did not
14 provide to the court was any evidence that there
15 was personal jurisdiction over the Cape entity.

16 Later in the briefing, there was a receiver
17 provided a copy of reported service. There was
18 an affidavit that said the summons had been
19 filed or had been served but no summons and
20 complaint.

21 And we make the argument that that --
22 you -- whatever happened in the underlying
23 appointment would be the argument of Mr. Park
24 that said, yes, I did it the right way, and not
25 for Mr. Protopapas or his lawyers to say, oh,

1 no, Park did it the right way, and we're going
2 to try and supplement and make some arguments
3 that Park did not make in the underlying case.

4 I'm saying the same thing here, Your Honor.
5 I don't think it's appropriate for the receiver
6 to argue, hey, you should go back and maybe
7 include some of these facts because Mr. Park
8 didn't make them. If Mr. Park thinks that the
9 appointment order was correct, then he should be
10 here arguing that -- what was argued and then
11 the underlying appointment order is correct.

12 Not Your Honor's arm of the court,
13 Mr. Protopapas, which should be -- I don't think
14 it should be argued in furtherance of his own
15 authority. His authority comes through you. It
16 would be up to the person seeking the
17 appointment to say whether or not if there's a
18 challenge to the appointment and that under --

19 THE COURT: That's the same argument you
20 made before, right?

21 MR. RAWL: It is similar. It is not the
22 same because we have different evidence now.
23 Because right now, Park can't come back. Park
24 is no longer a plaintiff. There is no plaintiff
25 in the Park case. That probably explains why he

1 may not have come back earlier because it's
2 definitely not back now.

3 I have just a couple of objections unless,
4 of course, Your Honor wants to ask me some more
5 questions. I want to make sure that on the
6 record that, you know, my client does object to,
7 you know, Mr. Protopapas' assertion that he has
8 standing to make any of these arguments because
9 the -- I think that the receivership, his
10 ability to act in Tibbs is a nullity. There is
11 no order appointing the receiver in the Tibbs
12 case. And that the order in Park was a nullity
13 to begin with because there was no case in
14 controversy.

15 The -- we also object to --

16 THE COURT: Okay. Well, let me just ask
17 you this: The main thrust of all of you all's
18 arguments has been the appointment of Protopapas
19 was not proper because it wasn't in the Tibbs
20 case. I got that. I don't think you need to
21 plow that ground anymore.

22 But all the other issues about why a
23 receiver can't be appointed for your clients.
24 So let's say for reasons beyond what I'm
25 prepared to decide today it's decided that his

1 appointment was proper. Now what is your
2 argument?

3 MR. RAWL: If Your Honor was to decide that
4 the only appointment order regarding any Cape
5 entity was the appointment order in the Park
6 case.

7 THE COURT: I understand that. I
8 understand that, Mr. Rawl. I'm trying to -- I
9 understand that completely, and I understand you
10 would like to resolve the whole thing on that
11 basis alone.

12 MR. RAWL: Yes.

13 THE COURT: I am asking you a little bit
14 different question right now.

15 MR. RAWL: Okay.

16 THE COURT: Which is assume for a moment
17 the appointment is not the problem, but there
18 are other issues about whether any receiver
19 should have been appointed over your client
20 because your client is not a defendant or
21 related to a defendant, et cetera, et cetera. I
22 would like to at least hear a little bit about
23 that.

24 MR. RAWL: I apologize, Your Honor. I want
25 to make sure we're on the same page. There is

1 no receiver appointed over my client.

2 THE COURT: Right.

3 MR. RAWL: A receiver was -- a receiver
4 order was appointed. Well, in the Park case to
5 put an --

6 THE COURT: Let's not go to the Park case.
7 How did your client get in here at all?

8 MR. RAWL: The receiver -- Mr. Protopapas
9 purports to be a receiver for an entity called
10 Cape PLC.

11 THE COURT: Exactly. That's where I want
12 to go now. He says he's a receiver for Cape
13 PLC. And you say, well, he hasn't been
14 appointed as a receiver for Cape PLC in the
15 Tibbs case, therefore, his authority is null to
16 begin with. I got that argument.

17 MR. RAWL: Okay.

18 THE COURT: But I'm looking for a little
19 bit different argument, which is let's assume
20 for a moment that he was properly appointed to
21 be the receiver and act for Cape as the
22 receiver. Your clients get hooked into this
23 thing because of their alleged relationship to
24 Cape, correct?

25 MR. RAWL: Well, I'll say --

1 THE COURT: That's the area I would like to
2 at least have addressed to some extent instead
3 of keep going on a doom scroll about this one
4 issue, there is the validity of his appointment
5 at all. I got what your argument is there. I
6 got the argument that Mr. Carroll has made about
7 that. It's an argument based on Welch. It's an
8 argument based on statute. Argument based on
9 the order of June the 26th. I got all that.

10 But in addition, there was an underlying
11 dispute as the case left me with a determination
12 about the relationship between Cape and Altrad
13 and the other defendants that are now in this
14 thing. I want you to talk about that for a
15 minute.

16 You represent ESAB, Central Mining, other
17 insurers of London, insureds, Charter, et
18 cetera, right?

19 MR. RAWL: I represent ESAB, Charter, and
20 Central Mining.

21 THE COURT: Okay.

22 MR. RAWL: Your Honor, my clients --

23 THE COURT: They are in this case why?

24 MR. RAWL: They are in this case because
25 what we claim is, of course, an improperly

1 appointed receiver brought a third-party action
2 in a case where he was not appointed receiver.

3 THE COURT: He brought a third-party case.
4 We've talked at length about the fact he can't
5 do that. But let's go to the merits of the case
6 he did bring.

7 MR. RAWL: Sure.

8 THE COURT: How it originally got to me.
9 And that is your claim that he can't make a
10 claim against you.

11 MR. RAWL: Well --

12 THE COURT: What is his claim based on?

13 MR. RAWL: If you go to the actual claim he
14 makes. I'll take one of my clients, for
15 example, ESAB. ESAB is a company who's only
16 been in business for a couple of years. There's
17 only I think one paragraph in the entire
18 90-something-page complaint. And in what we
19 said is there is no personal jurisdiction --
20 even if you have the authority to act, there's
21 no personal jurisdiction.

22 You show no connection whatsoever between
23 this historic, what they claim to be a terrible
24 actor from South Africa and my client, which is
25 a U.S. corporation that has nothing to do with

1 asbestos.

2 And so we made a motion to dismiss for lack
3 of personal jurisdiction, and then have been
4 challenging the authority of the receiver and
5 the standing on personal jurisdiction issue
6 since. So what I would say is the underlying
7 case, what it is about is the receiver did not
8 seek -- did not go and try to marshal some kind
9 of insurance asset. They did not identify any
10 asset of any entity that are presented in
11 South Carolina.

12 They said, oh, we think that there are some
13 relationship between these clients, and they
14 brought one cause of action, which is the unjust
15 enrichment cause of action, which they think
16 that somehow my client was unjustly enriched by
17 the actions of this entity from fifty-something
18 years ago.

19 That's basically what the underlying case
20 is. But until very recently, we've had all
21 these issuance on appeal. And from my client's
22 standpoint and what happened the Supreme Court
23 pointed out and the Tibbs order is all of my
24 client's appellate activity challenged the
25 authority of the receiver to act in the

1 underlying appointment of Mr. Protopapas as a
2 receiver.

3 THE COURT: I got that. I got that,
4 Mr. Rawl.

5 MR. RAWL: That's where we are.

6 THE COURT: Mr. Rawl, settle just for a
7 minute, please, sir. I'm not dismissing those
8 arguments by saying that they may not be good
9 arguments. I get the basic Park appointment
10 can't help in the Tibbs case. I got that.

11 I'm just trying to probe for a little bit
12 the specifics of how they claim you -- your
13 client is related to Cape and therefore becomes
14 a legitimate defendant if all -- the appointment
15 thing is not a problem.

16 MR. RAWL: Even if every bit of the
17 appointment was proper --

18 THE COURT: Right.

19 MR. RAWL: -- there's no merit whatsoever
20 to the underlying case against my client.

21 THE COURT: Okay. And what is that
22 underlying case? What is their claim?

23 MR. RAWL: Again, they're claiming that
24 somehow my client, who is a relatively
25 newly-formed corporation, somehow has something

1 to do with Cape from fifty years ago. There's
2 no connection. I'm sorry.

3 THE COURT: I think you know more than what
4 you're answering here. I'm frustrated that you
5 keep kind of going in vague circles.

6 But what I understand your client's
7 position in this case to be is that there's a
8 claim that it ended up with the assets or part
9 of the assets of the corporations that
10 distributed South African asbestos to
11 South Carolina and injured South Carolina
12 plaintiffs.

13 MR. RAWL: No, Your Honor.

14 THE COURT: Then what is the claim? What
15 is the relationship claim claimed between your
16 client and Cape?

17 MR. RAWL: That somehow my client was
18 unjustly enriched by Cape's bad acts.

19 THE COURT: Bad acts in what? Selling off
20 its assets or distributing these assets or
21 closing down one company and putting the assets
22 in the name of another shell corporation?

23 MR. RAWL: I mean, the complaint says that
24 this underlying Cape entity, you know, was a
25 large miner of asbestos. That its products were

1 distributed, and it would be in a lot of other
2 products maybe in South Carolina. That they
3 allege that there is a company called NAAC that
4 was a subsidiary.

5 THE COURT: Right. That's a big part of
6 their claim is that when Cape decided, hey, we
7 don't like this litigation environment in the
8 United States even though we've distributed
9 asbestos here for years, so we are going to get
10 out of the United States and put our affairs in
11 the hands of NAAC. The receiver's contention is
12 that NAAC is just a shell corporation that Cape
13 continues to control. But it was the named
14 distributor. In fact, it even had an office in
15 South Carolina.

16 And so what is the claim about the
17 relationship between that entity or any other
18 Cape entity and your claims?

19 MR. RAWL: There is no claim that my
20 clients, at least not in the complaint, that my
21 clients have any relation whatsoever to NAAC.

22 THE COURT: What is the -- what corporation
23 in the Cape chain do they say your client was
24 either related to or received the assets of?

25 MR. RAWL: I think they did allege at one

1 point that my client was a small shareholder of
2 one related Cape entity. But there's no
3 allegation that any assets of Cape were put into
4 the hands of my client. That is -- those are
5 not the allegations.

6 THE COURT: Okay. If that's the case,
7 doesn't that solve your problem completely?
8 Shouldn't you be out just on that without
9 getting into all this other complexity?

10 MR. RAWL: Well, Your Honor, when we argue
11 personal jurisdiction, I thought you were
12 actually going to -- were with me.

13 THE COURT: Yeah.

14 MR. RAWL: I thought that you were going to
15 find that there was no link and there was
16 nothing. But we did make that argument, but you
17 did deny my motion and at this point we are
18 still in the case.

19 But also I believe that NAAC never had any
20 connection. There's no allegation there's a
21 connection with South Carolina, is my
22 understanding. I think they said there was one
23 employee of NAAC that was in Chicago.

24 THE COURT: Well, the allegation is that
25 NAAC actually had an office in South Carolina.

1 MR. RAWL: Not in this complaint,
2 Your Honor.

3 THE COURT: Huh?

4 MR. RAWL: Not in this complaint, I don't
5 believe. I've read it so many times because
6 it's somewhat of a struggle for me to discern
7 what's being alleged against my client. It
8 is -- I am pretty confident that the allegation
9 is that NAAC had an office only in Chicago. But
10 if I'm wrong about that, it doesn't make any
11 difference from any client's standpoint.

12 THE COURT: Your personal jurisdiction
13 argument the thing beyond anything else, you say
14 get your client out, right?

15 MR. RAWL: I think that at the time we made
16 the argument, we did not know that Park was not
17 actually still a plaintiff. So we did not have
18 the ability to make the argument at the time.

19 THE COURT: But you don't need that if the
20 court revisits the personal jurisdiction issue.

21 MR. RAWL: I think we should win on
22 personal jurisdiction also, Your Honor, yes.

23 THE COURT: All right.

24 MR. RAWL: If I can put the rest of my
25 objections on the record real quick. Your

1 patience --

2 THE COURT: The rest of your objections?

3 MR. RAWL: I have a couple of objections to
4 make sure I have some of the stuff that the
5 receiver has done here.

6 THE COURT: Is that going to get into kind
7 of the personal back and forth that the court
8 asked me to put an end to?

9 MR. RAWL: No, I'm not looking to be
10 personal back and forth. What I do want to do
11 on behalf of my client, I do want to object to
12 the consideration of nonparties filing --

13 THE COURT: Are you in this the same thing
14 that Mr. Carroll has already covered about the
15 Amy Hill letter and other things?

16 MR. RAWL: I'm not arguing anything about
17 ex parte communication. My only point is that,
18 you know, as the judge in the Tibbs case, I
19 think it is -- you know, I'm asking that
20 Your Honor only consider the filings by the
21 parties in the Tibbs case. And to the extent
22 that there are filings being filed in the Tibbs
23 case trying to sway this court on how it should
24 rule on these receivership issues by parties
25 that -- or by lawyers that don't represent a

1 party in a Tibbs case, or I mean, I think
2 Mr. McCoy is a very nice person, but his view of
3 receiverships from the Murdaugh case are not
4 relevant to the Tibbs' decision.

5 THE COURT: Okay. So your argument is on
6 the merits of these materials that have been
7 submitted as exhibits not on the basis that they
8 are ex parte? On the merits you think it
9 shouldn't be considered.

10 MR. RAWL: I'm saying they are not
11 considered -- I think they're improper and we
12 would ask that the court not consider them in
13 regard to the Tibbs case because they are not
14 properly filed in this -- they should not have
15 been filed in this case.

16 THE COURT: All right.

17 MR. RAWL: Also to the extent we would ask
18 that they not be provided in any report that
19 goes to the Supreme Court.

20 Also, similarly there are some letters that
21 were filed that are general letters by law firms
22 that say on behalf of our past, future, and
23 present clients, here's our position. I don't
24 think that a lawyer can represent, still work in
25 the past or future client if they're going to

1 make any positions in any case on behalf of a
2 current client.

3 THE COURT: Wait a minute. Now that does
4 go a little beyond what I've even heard from
5 your colleague.

6 MR. RAWL: Mr. Carroll, yes.

7 THE COURT: Are you now saying that that
8 disqualifies them from any other participation
9 in any other case, what's been filed in this
10 case?

11 MR. RAWL: No, Your Honor. I'm not
12 suggesting anything nefarious. What I'm
13 suggesting is if this court -- if I think that
14 counsel is going to say I'm making these
15 arguments in this case on behalf of -- I'm
16 standing here today on behalf of ESAB, Charter,
17 and Consolidated Mining. But I've disclosed to
18 the Court who I'm making arguments on behalf of.
19 There are certain filings that were just made
20 generally by law firms that say on behalf of my
21 past, present, and future clients.

22 THE COURT: That's so nitpicky. I
23 understand you don't like that. It's not going
24 to have anything to do one way or another with
25 what I do about the legal issues in this case.

1 But what it does suggest to me is that the
2 receiverships are working.

3 The lawyers in various asbestos cases to
4 file letters that start off by saying "On behalf
5 of their past, present, and future clients,"
6 I'll ignore that. The rest of their comments
7 about what is happening in the receivership
8 world in general, they file, and they are there
9 for whatever good they do.

10 My judgments are going to be made on what I
11 think the law is in this area.

12 MR. RAWL: Your Honor, I do appreciate
13 that.

14 THE COURT: So I don't think you need to
15 make any more arguments along those lines.

16 MR. RAWL: That's my only point is I do not
17 believe those people had standing to make any
18 arguments for how --

19 THE COURT: All right. I've heard that. I
20 got it.

21 MR. RAWL: Your Honor, unless you have any
22 other questions for me, I am happy to sit down.

23 THE COURT: Thank you, sir.

24 MR. RAWL: Thank you, Your Honor.

25 THE COURT: 12 o'clock is way past when I

1 normally break. Let's take a 15-minute break.
2 Be back at 12:15.

3 - - -

4 (A recess transpired.)

5 - - -

6 THE COURT: All right. Welcome. If you
7 don't have anything new to say, make it very
8 brief. Thank you.

9 MR. BALBER: Thank you, Your Honor. I will
10 be brief.

11 I am Scott Balber from Herbert Smith
12 Freehills on behalf of the
13 Anglo American-De Beers defendants.

14 The first thing I want to do is address a
15 question you asked Mr. Rawl about why my clients
16 are here and who we are. I think it's
17 important.

18 So the Anglo American-De Beers entities are
19 ultimately a publicly-traded company in the
20 business of mining platinum, diamonds, and
21 copper. Not asbestos. Never mined asbestos.
22 Never sold asbestos. Not in South Carolina or
23 anywhere else in the world.

24 We're also not insurance company. Never
25 have been.

1 We are here in this case because one of my
2 client entities owned an equity interest, a
3 minority equity stake in one of Mr. Rawl's
4 client-related entities, which itself ultimately
5 owned a minority equity stake in Cape PLC. So
6 we are the historically minority owner of a
7 minority ownership interest in an entity that
8 was a minority owner in Cape. That's it, Judge.

9 So to answer your question, yes, you can
10 revisit the personal jurisdiction motions, which
11 we continue to reserve, and the other motions to
12 dismiss we made, and not negatively impact, I
13 think, the good work that Your Honor has done in
14 the insurance context.

15 This is not an insurance case. I just want
16 to be clear about that because there are no
17 insurance defendants. And I think very
18 significantly, Your Honor, the receiver himself
19 acknowledges that Cape's insurance was exhausted
20 in 1978. That's in page 14 of the Interim
21 Statute Report.

22 So nothing in this case has to do with
23 insurance. And again, Your Honor can dispense
24 with all the issues in this case without
25 negatively impacting the insurance regime where

1 I know Your Honor has done substantial good work
2 and which continues to progress onward.

3 THE COURT: One of the things that I'm
4 curious about in terms of your assertion about
5 what insurance was around, I get your basic
6 assertion, which is we are at such a removed
7 from the South African company and its series of
8 more directly associated corporations that were
9 in the asbestos business that we are at best for
10 a minority or a minority interest, so we are two
11 steps removed from any association. Get that
12 argument.

13 The insurance thing, though, makes me a
14 little bit curious. There is an issue in this
15 part of this complex matter in which some of the
16 lawyers and certain London insurers take the
17 position that they should not have any
18 involvement in the case for all kind of
19 jurisdictional reasons, but this is the same
20 company that's been selling liability insurance
21 to South Carolina corporations for commercial
22 general liability policies that cover this kind
23 of thing for years and years and years.

24 But you're not a part of any insurance
25 regime or anything else and your argument about

1 insurance asset is just another argument about
2 who you are. You aren't in the insurance
3 business, you aren't in the asbestos mining
4 business, and you really -- that's the central
5 argument you make.

6 You, of course, agree with all the other
7 arguments they're making about the lack of
8 authority or the receiver because receiver
9 wasn't properly appointed in this matter. I get
10 that.

11 But your basic touchstone is we ought not
12 to be in this case at all.

13 MR. BALBER: That's right, Your Honor. One
14 more nuance, which I would like to explain,
15 which is I can appreciate the propriety of the
16 receivership regime in the context of insurance
17 cases for all the reasons Your Honor described
18 with regard to the -- that's makes sense.

19 We are a different regime so it is, yes, we
20 don't think we belong here at all. But
21 particularly, the appropriateness of the
22 receivership in this context is far less
23 compelling than what Your Honor has articulated
24 in the insurance.

25 THE COURT: Sure. I understand.

1 MR. BALBER: Okay. My only other point,
2 Your Honor, is again Your Honor asked one of my
3 colleagues the question about, well, if we
4 assume there's a receivership order in this
5 case, what does that mean? So I'm just going to
6 take Your Honor's assumption and address the
7 question, if I may.

8 The problem is not only the absence of the
9 receivership order in this case. I'm not going
10 to argue that again. You've heard plenty of
11 that and been very patient. But it's also the
12 scope of the receivership order that existed in
13 Park that is being deployed in this case.

14 Okay. And the Supreme Court in Welch, I
15 think made a couple of things clear, many of
16 which have been discussed. But one of the
17 things that haven't been given enough attention
18 yet, which is that the receiver cannot gain
19 entry into the boardroom or have some vague
20 right to take over the operations of the
21 company.

22 Now certain things we all would agree would
23 be improper under Welch and certainly cannot
24 fall under the purview of a receivership order.
25 But certain things have happened in this case

1 which I respectfully submit also fall within the
2 parameters of what has by prohibited by Welch.

3 For example, waiving jurisdictional and
4 merit defenses, which the receiver has done on
5 behalf of Cape. Confessing to misconduct on
6 behalf of Cape. That's happened in the
7 complaint and elsewhere.

8 Waiving the attorney-client privilege.
9 Privileging documents on behalf of Cape.
10 Entering into a tolling agreement with
11 plaintiff's counsel. That's also happened in
12 this case.

13 And last but by no means least, is
14 accepting service of the complaint on behalf of
15 Cape. And let me just explain why I think, Your
16 Honor, that is so significant.

17 Cape, be it a good company, a bad company,
18 or the worst company, is entitled to due
19 process. Due process is not just for the good
20 guys. And in this case, in the Tibbs case, Cape
21 was deprived of due process because it was not
22 served with the complaint by the Tibbs. Rather,
23 this was short-cutted.

24 This, again, goes into the argument of who
25 had the right to seek the receiver. We think it

1 was the Tibbs only, but I'm not going to
2 reiterate that. But regardless, Cape has to be
3 served with a complaint by the Tibbs in order
4 for due process to be honored. And then if Cape
5 did what it may have done in other cases, what I
6 know the receiver claims it would have done
7 here, defaults, engaged in bad conduct, in this
8 case, well, then, Your Honor, we're off to the
9 races and whatever happens happens.

10 But Cape was deprived of that due process
11 because it was never served with the complaint.

12 Again, I don't want to reiterate anything
13 else. I've certainly agreed with my colleagues'
14 arguments. And I appreciate your time,
15 Your Honor.

16 THE COURT: Thank you very much.

17 Mr. Sawyer.

18 MR SAWYER: Good afternoon, Your Honor.
19 May it please the Court. Wesley Sawyer. I am
20 actually here in the Park case, not in the Tibbs
21 case.

22 THE COURT: I'm not hearing the Park case
23 today.

24 MR SAWYER: That's why I asked about
25 stepping up earlier, Your Honor, for

1 clarification. There's a motion to compel
2 against my clients in the Park case agenda.

3 THE COURT: What I am told is that the one
4 order that was discussed in the Supreme Court's
5 order of June 26, 2025, which is the reason for
6 this hearing -- I'm not down into motions that
7 are also pending yet -- but that case that in
8 Section B refers to the Park case.

9 MR SAWYER: It does refer to the Park case,
10 Your Honor.

11 THE COURT: And what's been represented to
12 me is that that pending motion has been settled.
13 Is that not so?

14 MR SAWYER: My understanding, Your Honor,
15 is that after the Supreme Court issued the Tibbs
16 order directing that this Court rule on those
17 pending motions from Locke Lord to dissolve the
18 receivership, that the receiver voluntarily
19 dismissed that case with prejudice.

20 THE COURT: There's nothing for you to
21 worry about in terms of the Park case. Who did
22 you represent in Park?

23 MR. SAWYER: I currently -- I'm new to
24 Park -- represent Certain Underwriters of
25 Lloyd's of London, Continental --

1 THE COURT: What are the certain other
2 insurers -- that crowd gets my attention because
3 they've been saying all along they don't have
4 any insurance. They don't represent anybody.
5 Lloyd's is one of the biggest insurers and
6 directly and indirectly in South Carolina that
7 there is in a commercial general liability
8 field. So I'm -- but why in the world are they
9 paying you to appear in a case when the motion
10 they care about has been settled?

11 MR SAWYER: That's not the motion that I'm
12 here for, Your Honor.

13 THE COURT: What are you here for?

14 MR SAWYER: May I let the court reporter
15 know who else I represent so the record is
16 clear?

17 THE COURT: Yes.

18 MR. SAWYER: I represent also Continental
19 Casualty Company and Liberty Mutual Insurance
20 Company.

21 And, Your Honor, I'm here because the
22 receiver filed a motion to compel against my
23 clients in connection with the subpoena while
24 his claim -- his third-party claim against
25 Locke Lord was still pending. That motion is on

1 your agenda for today, which is why I'm here
2 today. So my involvement in Park is limited to
3 opposing that motion to compel and is filed and
4 added to the court's agenda. I'm happy to
5 address it now or later today.

6 THE COURT: The receiver filed that motion
7 in which case?

8 MR SAWYER: In Park. That's where the
9 subpoenas were captured in Park and the motion
10 to enforce the subpoenas is --

11 THE COURT: But Park has been resolved, as
12 I understand it.

13 MR SAWYER: During our break, Your Honor, I
14 approached the receiver's counsel to ask if this
15 motion is resolved or not. They said it is not
16 resolved. I did ask for clarification,
17 Your Honor.

18 MR. PROTOPAPAS: Your Honor --

19 THE COURT: What motion are you talking
20 about?

21 MR SAWYER: The receiver's motion to
22 enforce the subpoenas against Continental
23 Casualty Company.

24 THE COURT: Receiver's motion to enforce
25 subpoenas against who?

1 MR SAWYER: Continental Casualty Company,
2 Certain Underwrites at Lloyd's of London, and
3 Liberty Mutual Insurance Company.

4 THE COURT: And they are parties in what
5 case?

6 MR SAWYER: They are not parties. They
7 were subpoenaed in the Park case and objected to
8 the subpoena.

9 THE COURT: They were subpoenaed in the
10 Park case?

11 MR SAWYER: Yes.

12 THE COURT: And the Park case is no more,
13 as I understand it.

14 MR SAWYER: If it's no more, then the
15 subpoenas are moot and that's put on the record,
16 I'll sit down, Your Honor.

17 THE COURT: All right. Mr. Protopapas. I
18 don't want any long-winded argument now. I just
19 want to know specifically what's the scoop on
20 the Park case?

21 MR. PROTOPAPAS: The Park claim is pending
22 against Cape.

23 THE COURT: Speak up.

24 MR. PROTOPAPAS: Certainly, Your Honor.

25 The Park case is pending against Cape, and

1 it's part of a normal, if you have a normal
2 receivership --

3 THE COURT: Park is still pending against
4 Cape by means of the original Park versus
5 everybody --

6 MR. PROTOPAPAS: Yes.

7 THE COURT: -- or by means of the
8 appointment of a receiver?

9 MR. PROTOPAPAS: By the original Park
10 versus everybody.

11 THE COURT: The original Park case had Cape
12 as a defendant?

13 MR. PROTOPAPAS: Yes, Your Honor. The sole
14 remaining defendant.

15 THE COURT: And -- all right. The original
16 Park case is still in existence? It hadn't
17 settled?

18 MR. PROTOPAPAS: It's settled as to all
19 defendants but Cape, and I am searching to find
20 assets available to satisfy the Park claim.

21 THE COURT: Okay. And so the demand for a
22 subpoena is still pending?

23 MR. PROTOPAPAS: Your Honor, yes. Your
24 Honor sent in April of 2025. A motion to compel
25 was filed June 2nd of '25.

1 THE COURT: All right. What you want to do
2 is talk about that, Mr. Sawyer?

3 MR SAWYER: Yes, Your Honor.

4 THE COURT: There will be a time.

5 MR SAWYER: Okay.

6 THE COURT: It's not today.

7 MR SAWYER: It was on today's agenda, so I
8 apologize.

9 THE COURT: No problem. No problem. It's
10 listed as one of the many pending matters that's
11 still out there. And I just didn't understand
12 that -- I was prepared to tell it's certainly
13 not pending in connection with the motion that
14 is talked about in the June 26 order.

15 MR SAWYER: That's correct, Your Honor.

16 THE COURT: That has been resolved, and I
17 can tell the court it's been resolved and it's
18 over with. The Park case itself is still alive
19 and well as to Cape.

20 MR SAWYER: And a very important part of my
21 argument is as to the propriety and the
22 receivership in Cape, which is also why I wasn't
23 sure if you wanted to hear from me now on that
24 particular issue. Not the whole context in the
25 Motion to Compel, but as to the receivership of

1 Cape in Park.

2 THE COURT: So far I'm trying to get with
3 these Altrad defendants and the propriety in
4 Tibbs, which is what's been projected to me to
5 look at. So let's put that one on the shelf for
6 a minute.

7 MR SAWYER: Okay. Thank you, Your Honor.
8 I'll sit down.

9 THE COURT: We're going to get back to how
10 to take up all these motions and when to take
11 them up.

12 MR SAWYER: That would be great, Your
13 Honor. Thank you.

14 MR. CARROLL: Your Honor, I did not want to
15 interrupt the dialogue, but I did want to have a
16 record before you that the Park case --

17 THE COURT: You have to speak up.

18 MR. CARROLL: Todd Carroll on behalf of the
19 Altrad defendants.

20 According to the public index, the Park
21 case appears to be fully resolved.

22 THE COURT: Wait a minute.

23 MR. CARROLL: According to the public
24 index, the Park case appears to be fully
25 resolved. That's how the Park plaintiff's

1 attorney reported it to this court more than
2 three years ago. That is what the Spartanburg
3 County Probate Court file also indicates.

4 THE COURT: All right. I'll find out about
5 that, but you're not in that as far as
6 Mr. Sawyer's clients are concerned, and I'm not
7 going to get into a full-blown discussion. You
8 have enough on your hands to deal with what
9 you've got.

10 MR. CARROLL: Yes, ma'am. I just did not
11 want my silence to be misunderstood on the
12 record as to agreement with those cases.

13 THE COURT: I understand.

14 MR. CARROLL: Thank you.

15 THE COURT: We have a big dust-up as to
16 whether the Park case is still alive. There
17 must be some agreements or something out there
18 that's keeping it alive.

19 MR SAWYER: There's a big dust-up in
20 particular because there's no PR for the estate
21 and the estate is closed.

22 THE COURT: I understand all that. I
23 understand all that. I'm not going to argue
24 that today. I understand that. They are
25 representing things that may or may not be true.

1 I don't take them as God's-given fact written in
2 the stars anywhere. That's their contention.
3 And that's why we want to have a hearing on
4 whoever motions they have. But that's all they
5 are at this moment is contentions.

6 They do not, however, directly impact what
7 I'm asked to do in the piece of Park that is
8 mentioned in this remand order. The piece of
9 Park that's mentioned in this remand order was a
10 reconsideration of a motion to dissolve the
11 partner -- the receivership, right?

12 MR. CARROLL: Your Honor, the two motions
13 in Park that are --

14 THE COURT: Okay. Just a minute. We're
15 not going to have back and forth. Hold it for a
16 minute. Let me look at this thing one more
17 time.

18 Here's what the court says, "It has come to
19 our attention that there may be motions filed in
20 this case and other asbestos cases that have not
21 been ruled on by the circuit court.

22 Specifically, we understand there is a pending
23 motion to dissolve the receivership filed
24 September the 15th, 2023, and a pending motion
25 to reconsider a clarifying order filed November

1 the 15th, 2024, both in the Park case.

2 "To the extent that is true, we direct the
3 Circuit Court to either rule on all the pending
4 motions or set forth an explanation of the
5 reasons the court determines it should not rule
6 at this time."

7 Now, that both of those -- all of that has
8 to do with Park. And I'm not in Park today
9 except that it was represented to me that some
10 parts of Park that are mentioned in this
11 clarifying order have been resolved. But I will
12 take that up when I deal with the Park motions.
13 I am not getting into a duplicate argument about
14 that today.

15 So I understand, Mr. Carroll. You don't
16 need to say anything else. I have heard enough
17 about the Park case.

18 All right. We've got a whole other set of
19 documents about where did the receiver for Cape
20 get his appointment? And I understand that's a
21 big issue out there.

22 So, you know, was that in the Park case?
23 That in the Tibbs case? Or where was it? I
24 don't know. But I'm not here to resolve that
25 today. I'm here to figure out a mechanism

1 whereby I can deal with what I've been asked to
2 deal with by the court.

3 All right. Now, I finished with
4 Mr. Sawyer. Anybody else?

5 All right. Mr. Robinson, I'm coming back
6 to you for a brief response. And one of the
7 things I would like to ask you before we get
8 started is very simply this: In what case was
9 Protopapas appointed as a receiver for Cape?

10 MR. ROBINSON: Park originally.

11 THE COURT: All right. Was it because of a
12 third-party complaint? Or who made the motion
13 for the approval of Protopapas as the receiver
14 in the Park case? Did the plaintiff make that
15 motion?

16 MR. ROBINSON: Your Honor, the plaintiff,
17 Ms. McVey.

18 THE COURT: All right. Ms. McVey made that
19 motion, that a receiver be appointed for one of
20 the defendants that her client, Park, had sued,
21 correct?

22 MR. ROBINSON: Correct, Your Honor.

23 THE COURT: All right. You may sit for a
24 minute. It looks like I'm going to get into
25 this whether I like it or not.

1 MR. ROBINSON: Your Honor, may I --

2 THE COURT: No. Keep your seat for a
3 minute.

4 MR. ROBINSON: Okay.

5 THE COURT: Ms. McVey, how did the Park
6 appointment of Cape's receiver come about?
7 What's the scoop on that?

8 MS. MCVEY: So, Your Honor, we sued Cape in
9 the Park case.

10 THE COURT: Right. I see that, and I
11 noticed that. I know that Cape's name appears
12 there.

13 MS. MCVEY: That's right. And as part of
14 that, they never filed an answer.

15 THE COURT: Right. They were in default.

16 MS. MCVEY: We did not move for a default
17 in Cape because what we didn't want to do is get
18 some judgment and then not be able to do
19 anything with it. Right?

20 THE COURT: Right.

21 MS. MCVEY: So what we did is we moved to a
22 receiver. I have -- I can hand it up to you --
23 the motion to appoint a receiver in Park.

24 THE COURT: Let me see it.

25 MS. MCVEY: And in that motion we allege

1 the worldwide fraud that Cape had engaged in.
2 And it's pretty detailed. It's about nine
3 pages.

4 THE COURT: Yeah, I'm familiar with the
5 motion. This is where you allege that Cape's
6 responsibility was projected through NAAC and --

7 MS. MCVEY: We alleged --

8 THE COURT: And then they liquidated NAAC,
9 as further means of retiring from the fray of
10 the United States, and a receiver could marshal
11 Cape's asset to satisfy their claims. That's
12 what you contend.

13 MS. MCVEY: Right.

14 THE COURT: And therefore appoint a
15 receiver for Cape.

16 Now, at the point in which you did this --
17 was filed in March of 2023. All right. And I
18 generally, if it's a motion to appoint a
19 receiver, under circumstances like this, whether
20 they're in default, then I don't give them any
21 chance to reply, I just appoint the receiver.

22 MS. MCVEY: That's right.

23 THE COURT: That's what I probably did
24 here. Is that right?

25 MS. MCVEY: Yes, ma'am.

1 THE COURT: Okay. So the receiver got
2 appointed.

3 MS. MCVEY: The receiver got appointed.

4 THE COURT: And the Park case was still
5 alive and kicking at that point.

6 MS. MCVEY: So the case had -- they keep
7 making this huge deal about me saying to the
8 court the Park case is fully resolved. And what
9 I meant by that is we had total agreement with
10 the receiver and that the Cape was up for trial.

11 THE COURT: Hold for a minute. You asked
12 for the receiver in March of 2023.

13 MS. MCVEY: So they --

14 THE COURT: And the receiver was appointed.
15 When was the tolling agreement made?

16 MS. MCVEY: It was after that.

17 THE COURT: Sometime thereafter --

18 MS. MCVEY: Right.

19 THE COURT: -- with the receiver --

20 MS. MCVEY: Right.

21 THE COURT: -- you made a tolling
22 agreement.

23 MS. MCVEY: Here's why. Because the Park
24 case, the underlying Park case that had many
25 defendants in it had been up for trial.

1 THE COURT: Right.

2 MS. MCVEY: And we had resolved with
3 everybody but Cape.

4 THE COURT: But Cape.

5 MS. MCVEY: The receiver had not finished
6 doing his work so we didn't want to go get any
7 kind of judgment that couldn't be collected.

8 THE COURT: Right. You were trying to
9 figure out whether there was some insurance to
10 cover the Park or some other asset that would
11 cover the Park case, right?

12 MS. MCVEY: That's right. That is correct.

13 THE COURT: I understand. That's typical.

14 MS. MCVEY: So that's what happened. Let
15 me back up and address, if you will let me --

16 THE COURT: What I want to know is this.

17 MS. MCVEY: Yes.

18 THE COURT: Okay. That happened.

19 MS. MCVEY: Right.

20 THE COURT: Now, is the tolling agreement
21 still out there?

22 MS. MCVEY: Yes, ma'am.

23 THE COURT: So you're still not settled
24 with Cape.

25 MS. MCVEY: Right.

1 THE COURT: Cape has still not admitted any
2 responsibility. And in the Park case, the Park
3 case is still alive as far as Cape is concerned.

4 MS. MCVEY: Correct.

5 THE COURT: Now, tell me about the
6 allegation that the public record says the case
7 is over.

8 MS. MCVEY: Okay. So I don't know why in
9 the world the case under the Spartanburg -- or
10 I'm sorry, the Richland County Clerk of Court
11 would say that the tort case is over. I don't
12 know why that would say that. I mean, we enter
13 into individual stipulations of dismissal for
14 defendants as they settle, as you know, where
15 they're dismissed or whatever.

16 THE COURT: Right.

17 MS. MCVEY: We didn't do that with Cape.

18 THE COURT: I have looked in the record,
19 and I see nothing in the record that you pull up
20 on the --

21 MS. MCVEY: Right.

22 THE COURT: -- website.

23 MS. MCVEY: The case is open. The Park --
24 the underlying -- thank you. Ms. Valek just
25 showed me.

1 THE COURT: The case --

2 MS. MCVEY: The Park case is open.

3 THE COURT: Yeah. I'm looking right at it.

4 That case is still an open case.

5 MS. MCVEY: That's right.

6 THE COURT: Assigned to me. And this is
7 the case in which Protopapas was appointed as
8 the receiver.

9 MS. MCVEY: Yes, ma'am.

10 THE COURT: All right.

11 MS. MCVEY: One other issue.

12 THE COURT: Then why are they saying that?

13 MS. MCVEY: Okay. So I don't know why they
14 said that, but what they wanted -- here's what
15 happened. When the Park case was filed, it was
16 filed as Mr. Park individually and as personal
17 representative of the estate of. Right?

18 THE COURT: Yeah.

19 MS. MCVEY: So we filed the case and when
20 we sued Cape, there was a personal
21 representative appointed. There was an
22 individual case, but there was also a personal
23 representative appointed.

24 THE COURT: Right.

25 MS. MCVEY: So the case moved along as it

1 did. What I didn't know until Friday is that
2 apparently the probate court has closed the
3 personal representative. In other words, he has
4 absolved the personal representative of any
5 authority at the moment going forward.

6 And what they want to say is that means
7 everything is done. You cannot do anything
8 about that.

9 Now, number one, I had no idea that it
10 happened. No one had told me. We weren't
11 copied on it. Didn't do the probate. I didn't
12 know.

13 But when I went and looked at the law of
14 this, number one, we had authority to sue Cape
15 because he was appointed the representative at
16 the time. But number two, when you go and look
17 at the statute about the ability of a personal
18 representative, and the case law that's
19 interpreting it, all we could do is reopen,
20 which is already in process.

21 THE COURT: Okay. That's the status of the
22 case. The case is still alive. Probate Court
23 closed the estate, and be a lot of reasons why
24 that might be done, is going to be reopening to
25 make it clear that the PR is still able to

1 function as the PR in Park.

2 MS. MCVEY: Absolutely. And when that
3 happens again, then the statute in the case law
4 says that it is retroactive.

5 THE COURT: It's retroactive. I'm familiar
6 with developing and closing of the states and
7 the reopening all that kind of thing. It all
8 reaches back.

9 MS. MCVEY: I think that's just a red
10 herring, but I want to make sure it's clear on
11 the record.

12 THE COURT: I get that. Now let me ask one
13 other question that has nothing to do with Park.
14 It has to do with Tibbs.

15 MS. MCVEY: Yes, ma'am.

16 THE COURT: Protopapas used his authority
17 as -- he got it in Park to also function as the
18 receiver for Cape in the Tibbs case, as I
19 understand it.

20 MS. MCVEY: Yes, ma'am.

21 THE COURT: That was a big issue floating
22 around here that's going to be resolved about
23 whether you can do that, right?

24 But what was filed in the Tibbs case was
25 Protopapas' order of appointment in the Covil

1 case, in the Taylor or in the Covil case, at
2 least by what I'm looking at here. I don't
3 understand that.

4 MS. MCVEY: Well, Covil was a defendant in
5 the Tibbs case. Is that what you're talking
6 about?

7 THE COURT: Then Covil is a defendant and
8 that's why that order was filed. It wasn't
9 filed because of an attempt to say that that
10 order authorized Cape.

11 MS. MCVEY: No. No. The Cape order was
12 also filed.

13 THE COURT: The Cape order was filed as
14 well.

15 MS. MCVEY: Yes.

16 THE COURT: And that is -- the Cape order
17 in Parks was filed as an exhibit in the Tibbs
18 case when the -- when the receiver became
19 involved as the third-party plaintiff in the
20 Tibbs case, right?

21 MS. MCVEY: Correct.

22 THE COURT: Okay. I got you.

23 MS. MCVEY: And we served the receiver as
24 Cape in the Tibbs case.

25 THE COURT: Right.

1 MS. MCVEY: As we've done in every other
2 receivership-type case.

3 THE COURT: Right. Right. Right.

4 MS. MCVEY: And you know, we look at Rule
5 66.

6 THE COURT: The issue about whether the
7 court has either in Welch or the most recent
8 order or both said that's a no-no.

9 MS. MCVEY: Right.

10 THE COURT: We got it resolved. Okay.
11 Very good. That clears it up. Thank you very
12 much.

13 MR SAWYER: Your Honor, I think since we've
14 gone into Cape and Park, I feel like --

15 THE COURT: No. I'm not going to get into
16 the merits of your argument at all.

17 MR SAWYER: I want to correct statements.

18 THE COURT: I'm going to conduct a full
19 hearing, Mr. Sawyer, on whether your client is
20 te absolve in Park or not. All I was trying to
21 do is look at the record and see what the record
22 reveals and particularly what the record reveals
23 about Park.

24 I am not going to today to hear any
25 arguments about whether the personal

1 representative has any authority to reopen the
2 closure of the estate of Park. That can wait
3 until we hear the Park motions.

4 MR SAWYER: Well, Your Honor --

5 THE COURT: She is simply explaining what
6 she understands about that and that's fine. You
7 explained what you understood about Park.
8 That's also fine. I'm going to have a big
9 argument on that, and I'm not going to have it
10 today.

11 MR SAWYER: Your Honor, just --

12 THE COURT: I'm not going to have that
13 argument today.

14 MR SAWYER: I'll note my objections to
15 everything she said. We didn't have a chance
16 to --

17 THE COURT: You object to everything I
18 said, that's fine.

19 MR SAWYER: To what Attorney McVey said.

20 THE COURT: Sir? I'm not hearing you.

21 MR. SAWYER: I was just noting I object to
22 what Ms. McVey said because I did not get a
23 chance to respond to it, so I want to note my
24 objection.

25 THE COURT: I note your objection. And I

1 note that I'm going to give you a chance to file
2 briefs on this point and argue it to your
3 heart's content when I take up Park.

4 All I wanted to do is see whether in fact
5 the notations that I was told by you and by
6 Mr. Carroll that the Park case had been closed
7 on the record is right, and that's not right.

8 It hasn't been -- the Park case is still
9 alive and pending with me assigned as the judge.
10 Therefore, these contentions about Park will be
11 resolved in the due course of time by a hearing.

12 MR SAWYER: To be clear, the notations I
13 made from exhibits from court filings, from the
14 probate court submitted to Your Honor. We have
15 a full brief on the Park motion that's been
16 submitted to Your Honor as well.

17 THE COURT: That's fine. And I'm not
18 hearing that Park motion and I'm not ruling
19 against you on the Park motion today. I'm
20 simply saying I wanted some clarification as to
21 whether the Park case had been dismissed and
22 shown on the public record as no longer an open
23 case.

24 And the Park case is shown on the record of
25 the Richland County Fifth Judicial Circuit's

1 Public Index as an open case.

2 MR SAWYER: And what I was noting as the
3 probate --

4 THE COURT: I understand what you all say
5 about Spartanburg County Probate Court. I'm not
6 ruling on that or dealing with that today. You
7 say one thing, she says another thing. That's
8 why we're going to have a hearing.

9 MR SAWYER: Okay. Thank you, Your Honor.

10 THE COURT: All right.

11 MR. CARROLL: Your Honor, just for the
12 record, I join.

13 THE COURT: I understand you join
14 everything he says twice. Noted.

15 MR. RAWL: For ESAB --

16 THE COURT: Noted. Noted.

17 MR. RAWL: I also like just to object on
18 behalf of ESAB and Charter that we don't
19 believe --

20 THE COURT: You know, this is not
21 necessary, Vic. None of it is necessary. You
22 all are going to file voluminous briefs on the
23 subject. Please don't do that me. I'm not
24 hearing that case today. I told you that when
25 we got started. I let you do a few things by

1 way of noting why you're going to be in that
2 case. But I'm not hearing that right now.

3 MR. RAWL: Thank you, Your Honor.

4 THE COURT: Thank you.

5 MR. RAWL: Objection noted. Thank you.

6 THE COURT: Okay. Now, let's get back to
7 Mr. Robinson.

8 Mr. Robinson, I think I've got some clarity
9 about where things stand and where Protopapas
10 was appointed and what he did with that
11 appointment in terms of filing it in the Tibbs
12 case. I get that.

13 And that we are going to have to a big
14 hearing about. A whole issue of whether a
15 receiver's authority extends to other cases
16 beyond an original appointment. We're going
17 to -- that's going to be a big -- it's going
18 back up to the Supreme Court. They are going to
19 have a lot of looking at it, and who knows what
20 the answer is going to be. I at least
21 understand the landscape a little better now.

22 You got anything else you need to tell me?

23 MR. ROBINSON: Your Honor, I would like to
24 just express my sincere apologies for
25 interrupting Mr. Carroll when he was talking.

1 He, as the Court noted, sat quietly and listened
2 as I argued, and I apologize for interjecting.

3 The issue that I was going to raise with
4 the Court, I think Mr. Lay would address. I
5 apologize.

6 THE COURT: I appreciate that,
7 Mr. Robinson, and I assure Mr. Carroll
8 appreciates that as well. He nods. Thank you
9 so much.

10 Now, let's talk practical sense about how
11 we approach this. To me, there's one big issue
12 about how receiverships in South Carolina are
13 handled, how appointments are handled, and what
14 the ambit of a receiver's authority is. And I
15 really -- I'm asking -- this is open ended --
16 I'm searching for what the best vehicle is for
17 dealing with this.

18 All these things continue to be raised
19 repetitively in all these various matters,
20 including the remanded material. And the
21 remanded seven cases are themselves cases in
22 which the motions that are made sometimes had
23 only indirect validity in the case to which the
24 matters were made.

25 So it's kind of a -- I'm trying to figure

1 out which is the case I really ought to be
2 looking at. Is it these seven cases where it's
3 a big old bust-up between Altrad and whether
4 it's the Cape -- even if it were properly named
5 would grab into Altrad, all them? Because the
6 motions, the seven cases in which the motions
7 were made are all wrapped up with the Altrad
8 matter.

9 I don't want to get into the details of
10 whether Altrad is the -- is an appropriate party
11 to be grabbed up in the mal of Cape. There's to
12 be a -- there ought to be a time and place on
13 this docket about standing motions for us to
14 explore the big issue of whether Cape can be
15 sued at all and then whether it can drag in, by
16 all these allegations that Mr. Lay makes in his
17 various filings, all these other corporations
18 like NAAC, like Altrad, like all the rest of
19 these entities.

20 Because they all are in various pieces and
21 parts of what's before me because of the initial
22 contention of liability on the part of Cape and
23 its related companies.

24 So that's one thing. And is that an
25 exploration that would be best done through the

1 vehicle of the remanded motion? The remanded
2 seven cases or seven really petitions, or is
3 there another and better vehicle? And I suspect
4 there is, which is one of the substantive cases
5 being tried that's not got that as a part of its
6 activity.

7 So I'm going to turn to you for a minute,
8 Mr. Lay. What would your --

9 MR. PROTOPAPAS: Your Honor, may I?

10 THE COURT: Well, I'll let you, yeah,
11 Mr. Protopapas. What are you all -- you all are
12 kind of in this thing together. So what do you
13 think an appropriate vehicle would be? And I'm
14 not going to necessarily agree with you because
15 I'm going to ask the same question of these
16 other folks. But what is an appropriate vehicle
17 for exploring the Cape and its extended
18 relationship allegedly with other organizations?

19 Some of these folks say they don't even
20 have enough to get closely to what would
21 proximate personal jurisdiction. Others say
22 it's all a bunch of stuff made up by all these
23 mean books that have been written about us and
24 it doesn't have any factual predicate to it and
25 it ought to be thrown out for that reason. That

1 may be a pretty good reason to do it.

2 What's the case and controversy I've got
3 before me that would most effectively explore
4 the Cape situation? I've done it once with
5 these motions on personal jurisdiction, but that
6 apparently is -- doesn't satisfy anybody,
7 including the Supreme Court. So you tell me.

8 MR. PROTOPAPAS: Tibbs, the case remanded
9 to you by the Supreme Court, where it retained
10 original jurisdiction over to is the appropriate
11 vehicle for the Cape matter.

12 THE COURT: Okay. Now, let's talk about
13 Tibbs for a minute. Tibbs names Cape. And then
14 it's through that naming of Cape that Mohed
15 Altrad, Altrad Investments, ESAB, Central Mining
16 are alleged to come in, right?

17 MR. PROTOPAPAS: Yes, Your Honor.

18 THE COURT: So if the Tibbs' case is back
19 in my responsibility, then what pending motions
20 best deal with this overall issue? I had an
21 original ruling on personal jurisdiction, but it
22 may have to be revisited. But what's the best
23 vehicle for exploring an issue that I think the
24 Supreme Court wants the court to explore?

25 MR. PROTOPAPAS: We have a motion to amend

1 our complaint, Your Honor, which the Court has
2 heard and deferred ruling on. The personal
3 jurisdiction issue can come by a motion right
4 after the amended complaint, or we can take it
5 up as part of the motion to amend and encourage
6 our friends to go ahead and renew --

7 THE COURT: Well, the motion to amend is a
8 motion that puts all this averment we are
9 talking about at issue, right?

10 MR. PROTOPAPAS: Yes, Your Honor.

11 THE COURT: Your Lawyer Lay is trying to --
12 I can't hear both of you now, Mr. Lay.

13 MR. LAY: I'm raising my hand. It seems to
14 me that the best vehicle would be the motion to
15 dissolve and our response, the motion for
16 confirmation.

17 THE COURT: Wait a minute. You got to go
18 again.

19 MR. LAY: Let me back up. There are a
20 bunch of motions that are filed in the Tibbs'
21 case. One of them is a motion by the defendants
22 to dissolve the receivership. We have our
23 motion to confirm the receivership. Embedded in
24 those motions are issues that you addressed in a
25 73-page order in December 2023, again, on the

1 dissolution. They raised things like personal
2 jurisdiction --

3 THE COURT: I don't agree with you,
4 Mr. Lay. There is Cape and whether the naming
5 of Cape can now legitimately include these other
6 corporations. That's an issue all by itself
7 that has nothing to do with motions to dissolve
8 the receivership. That's a separate thing.
9 It's an attack on the legitimacy of the
10 receivership.

11 And there's also a contention that the
12 parties can never include some of these that
13 made all these motions the Supreme Court didn't
14 have and sent back to me, like Altrad and some
15 big -- Rawl's clients and his clients. I mean,
16 there are a bunch of them that say it doesn't
17 extend as far as me. Those have got to be dealt
18 with.

19 MR. LAY: So I think in the motion for
20 dissolution and in the motion to confirm the
21 appointment, that is going to be about the scope
22 of our responsibility as receiver and ability to
23 bring those suits. So we're going to be talking
24 about --

25 THE COURT: That's fine. But before we do

1 that is the basic question: Should these people
2 be in this lawsuit? And you say I've already
3 ruled on that when I denied the motions for
4 personal jurisdiction. But they use that to
5 race all the way up to the Supreme Court, who
6 sent it back to me and now says take a look at
7 everything.

8 MR. LAY: Well, I'll respond to that
9 because I was chomping at the bit to get up to
10 explain when I was listening to Mr. Rawl explain
11 his confusion about what the case is about. I
12 can explain that now. If you would rather defer
13 that, I can do that.

14 THE COURT: That's what I want to have a
15 hearing about.

16 MR. LAY: Okay. I think as part of the
17 scope, in our -- they have a motion for summary
18 judgment, which is really not ripe at this
19 point. If they're wanting to revisit with a
20 motion to dismiss, we're glad to address that.
21 You have ruled on that.

22 THE COURT: I have.

23 MR. LAY: If that needs to be revisited,
24 then I guess that's something they can revisit.
25 We'll gladly take that on. But I think the

1 motion for dissolution and our authority, which
2 extends to what we're actually doing in the
3 third-party complaint, and the viability of that
4 third-party complaint are all embedded in the
5 motion for dissolution and our motion for
6 confirmation. If they need to supplement their
7 motion for dissolution, do it.

8 THE COURT: Here's what I want to do. I
9 want to separate out the part of the case that
10 deals with their continued contention that they
11 don't have anything to do with the case, and
12 therefore, I'm not to be in the case. I want to
13 take another shot at that.

14 And then I want to talk directly about the
15 scope of the receivership and their contentions
16 to the whole thing ought to be dissolved. They
17 have got several contentions. Some of them are
18 about the method of appointment itself. They
19 say you can't use these old appointments. You
20 had to have an appointment in the Tibbs case.

21 Then because they already had an
22 appointment in Park, they go back and attack the
23 Park case. And, you know, it might not even be
24 in the Park case, some of them, but they go back
25 and attack the appointment in Park for all kind

1 of procedural things.

2 So we have got to deal with the validity of
3 the appointment in Park to begin with. And we
4 want to go back that far. And then we have to
5 deal whether the appointment in Park can stand
6 for activities in Tibbs.

7 MR. LAY: Okay. Let me repeat it back and
8 make sure that I understand. If I can get some
9 help on this. You have the Park case in which
10 the appointment occurred.

11 THE COURT: Right.

12 MR. LAY: That appointment goes to Tibbs,
13 and in the Tibbs case, once, you know, they
14 responded, Cape responded to the complaint and
15 brought a third-party action against these
16 defendants.

17 THE COURT: Right. Typical that's done in
18 a bunch of asbestos cases.

19 MR. LAY: Yes, ma'am. Instead of it being
20 insurance based, it may be insurance based, at
21 some point there may be insurance involved in
22 this and that's part of what we're trying to
23 discover.

24 THE COURT: They're making a big point of
25 the fact that even if you could justify the

1 receiver as going over into the Tibbs case,
2 under no circumstances could they go after
3 assets other than insurance assets.

4 MR. LAY: Which is a wrong reading of
5 Welch.

6 THE COURT: I understand all that. That's
7 got to be dealt with.

8 MR. LAY: That's their argument and our
9 argument is we are responsible for assimilating
10 assets. That may be insurance --

11 THE COURT: That's fine.

12 MR. LAY: And then it's this third party --

13 THE COURT: I don't need to hear that
14 argument today. I understand.

15 MR. LAY: Yes, ma'am.

16 THE COURT: That's one that we're going to
17 have to deal with.

18 MR. LAY: Yes, ma'am. So how do we get --
19 I mean, I think the dissolution motion and the
20 confirmation motion have those issues, our
21 ability to do it. Now you're talking about
22 taking it a step further and looking at the
23 viability, it sounds like, effective motion to
24 dismiss on the third-party defendants. That
25 motion is not pending in front of you right now.

1 I don't know of a vehicle where that could
2 occur.

3 THE COURT: Well, it's pending to me in a
4 sense that -- wait a minute. What is pending
5 before me is a motion to dissolve the
6 receivership and that motion does go to the
7 heart of what their contention is, to Welch, to
8 some new order. Their reading of what the
9 difference is between custodian and receiver and
10 their reading of what the Business Corporation
11 Act says, Rule 66 says, what the Title 15 says
12 and so forth. That's all in their thing. This
13 is an illegit receivership.

14 That's got to be dealt with, and it's got
15 some of these other elements in it. But
16 that's -- their motion to dissolve the
17 receivership is a motion pending in Tibbs and
18 it's got to be heard.

19 MR. LAY: The fundamental issue is the
20 motion for dissolution and for confirmation.
21 And that's step one and that's fundamental. And
22 it seems to me that's what you need to be
23 addressing. As part of that, the motion to
24 amend, which is the operative complaint, needs
25 to be dealt with.

1 So I think those are the three motions that
2 give you a vehicle to get this started to have
3 this hearing.

4 THE COURT: Okay.

5 MR. LAY: Those are the three primary
6 motions.

7 THE COURT: So basically all these things
8 would go together if you did a motion to
9 dissolve, motion to confirm, and a motion to
10 amend --

11 MR. LAY: Yes, ma'am.

12 THE COURT: -- in Tibbs.

13 MR. LAY: In Tibbs. Yes, ma'am.

14 THE COURT: Okay. Now, let's go back to
15 Park for a minute.

16 Sawyer says that he still has motions
17 pending in Park even though Carroll says Park
18 has been totally resolved. I show on the
19 Richland County website that the Park case is
20 still an open case and noted as such on there.
21 So then I got to figure out what matters are
22 still pending in Park for resolution.

23 And I asked this to Protopapas.

24 Protopapas, are there motions in Park that
25 attack the receivership?

1 MR. PROTOPAPAS: No, Your Honor. There is
2 only a motion to compel insurance carriers that
3 Mr. Sawyer represents. On that motion to
4 compel, I will note I have withdrawn it as to
5 Travelers. I have reached agreement. I have
6 withdrawn it against Interstate. I reached an
7 agreement on their response. I have not reached
8 agreement with Mr. Sawyer's clients. I
9 apologize, Your Honor. Mr. Sawyer's clients.

10 THE COURT: So other clients may have --
11 other insurers may have gotten some resolution,
12 but where his clients have not given him any
13 permission to resolve so we still have to hear
14 his motions.

15 MR. PROTOPAPAS: Yes, Your Honor. I will
16 say, as I said earlier, I have reached out to
17 Resolute, who is his client, like I advised the
18 court, to see --

19 THE COURT: But Park is kind of -- that is
20 not as necessitous because you've got a toll
21 agreement in effect with Park with really the
22 only defendants that are left, right?

23 MR. PROTOPAPAS: Yes, Your Honor. Not to
24 confuse matters more, I do believe there is
25 insurance assets. I do believe there is money

1 for me to chase.

2 THE COURT: But that's the subject of more
3 discovery and so forth and so on. Right now,
4 what I got on the books for them is Wes Sawyer's
5 motion and that's it, right?

6 MR. PROTOPAPAS: My motion to compel his
7 memo in opposition. I should note his memo in
8 opposition raises all the --

9 THE COURT: And in his motion in
10 opposition, he raises all these questions about
11 the legitimacy of your appointment.

12 MR. PROTOPAPAS: Yes, Your Honor.

13 THE COURT: Okay. And that's how he gets
14 into the bigger playground of that.

15 MR. PROTOPAPAS: Yes, Your Honor. Probably
16 better dealt with in Tibbs with the primary
17 counsel.

18 THE COURT: Of course, Wes would not agree
19 with you on that.

20 MR SAWYER: Actually, Your Honor, I think
21 they are all very well equipped to fight that
22 fight. But if I have a motion against my
23 client, I have to make the arguments.

24 THE COURT: No question. No question.

25 MR SAWYER: Thank you, Your Honor.

1 THE COURT: You believe more thoroughly in
2 brevity being the sole of wit than some of your
3 brothers do. That's why I was trying to get you
4 to be the lead guy on that.

5 Okay. I understand that.

6 So here's what I want done. I want --
7 Todd, can you speak for all these brethren here
8 at least in the procedural matter talking about
9 how we would handle this?

10 MR. CARROLL: Your Honor, we've not
11 consulted.

12 THE COURT: If they -- if you say something
13 they don't like, I'm sure they will tell me.

14 MR. CARROLL: I'm sure they'll tell me,
15 too.

16 THE COURT: Here's what I would like to do,
17 is I would like to go on and take Tibbs and set
18 the motion to dissolve by you all, the motion to
19 confirm appointment by them, and the motion to
20 amend by them.

21 I would like to set these three things.
22 That would probably bring to the fore for
23 adjudication all these contentions about the
24 legitimacy of the receiver and all the rest of
25 it. Do you agree?

1 MR. CARROLL: Your Honor, I think the
2 motion to amend is completely premature because
3 as it stands --

4 THE COURT: I will put it third to be
5 heard. The first two things I would hear would
6 be the motion to dissolve and the motion to
7 confirm and then we would get to the motion to
8 amend.

9 MR. CARROLL: Sure. My client's file will
10 be styled a notice of the Supreme Court's orders
11 and a motion to strike. Our position is that
12 everything they file is a nullity.

13 THE COURT: Well, I understand that. The
14 motion to dissolve and the motion to confirm
15 will go a long way towards dealing with that.

16 MR. CARROLL: Yes, ma'am.

17 THE COURT: I can assure you if you then
18 try to, on an interim basis, appeal those two
19 things, that the South Carolina Supreme Court is
20 going to look at you with a big fish eye. But
21 we'll cross that bridge when we come to it. You
22 all won't be able to take a breath wrong. I
23 have no -- what you all do in that. But that's
24 how we will attack what I think is the main
25 questions raised by the Welch case and by the

1 Supreme Court's June the 26 case.

2 The main questions they raise can all be
3 accommodated in the legitimacy of the
4 receivership appointment and whether it should
5 be dissolved. And that will set the stage for
6 the rest of these matters to trail along behind.

7 MR. CARROLL: Yes, ma'am. The only reason
8 I distinguish my filing is because mine is not
9 called a motion to dissolve.

10 THE COURT: What is it called?

11 MR. CARROLL: It's a notice of the Supreme
12 Court's authority and a motion to strike.

13 THE COURT: Well, is that filed in the
14 Supreme Court?

15 MR. CARROLL: No, ma'am. It was filed on
16 Friday in this --

17 THE COURT: The motion to strike is a
18 motion on the pleadings. And, you know, if I'm
19 going to get into the motion to strike, I'm
20 going to get into the motion to amend. I will
21 put the motion to strike down there with the
22 motion to amend.

23 That's, to me, not the best vehicle for
24 talking about what we've got to talk about. The
25 motion to dissolve the receivership is the more

1 direct --

2 MR. CARROLL: Yes, ma'am. I promise I'm
3 not trying to quibble. I'm only saying what I'm
4 saying so that the record is clear that I think
5 my client's papers need to be considered as part
6 of that whole -- that whole set of issues.

7 THE COURT: Well, your clients are the two
8 Altrads, right?

9 MR. CARROLL: Yes, ma'am.

10 THE COURT: And you want to stay in the
11 case and talk about your motion to strike, but
12 you want to get out of the case because you want
13 the whole --

14 MR. CARROLL: I don't want to stay in the
15 case.

16 THE COURT: Well, then dissolving the
17 receivership I believe is the first thing you
18 want to do before you talk about nitpicking the
19 complaint.

20 MR. CARROLL: Your Honor, the only reason
21 I'm not nitpicking the complaint, I am not
22 saying -- I'm making this distinction because a
23 motion to dissolve the receivership presumes the
24 receivership exists in this case and no such
25 receivership exists. No, ma'am. That is the

1 heart and soul of our filing. So I don't want
2 anybody to hand me --

3 THE COURT: That's fine. You may not like
4 the way I set it up, then you can argue what you
5 want to argue.

6 MR. CARROLL: It's not how you set it up.
7 That is what the De Beers' motion is called.
8 And so I'm just making sure the record is clear
9 that I want my client's papers considered as
10 part of that whole consideration of the
11 receivership in this case, does it even exist in
12 this case? And if it doesn't, should it? I
13 just want my --

14 THE COURT: I see nothing, but I like my
15 writing better than your writing here because
16 the motion to dissolve the receivership --

17 MR. CARROLL: No, ma'am.

18 THE COURT: -- is made on the same basis as
19 your motion to strike. Motion to strike is a
20 pleadings motion to strike certain things that
21 are in the pleading. If that's an indirect way
22 of saying, I want to strike everything except
23 the receiver, you're just trying to attack the
24 receivership.

25 I'm not going to get into the nit-picky

1 details of this, but I think I know the way I'm
2 going to set this thing up. You can file what
3 you want to.

4 MR. CARROLL: No, Your Honor. I take your
5 point. I'm not trying to quibble. On the Park
6 case, if I may, item B, please.

7 THE COURT: No, I'm just saying I don't
8 hear you as well from there as you come up here.

9 Now you want to talk about the Park case?

10 MR. CARROLL: Briefly.

11 THE COURT: I'm not on the Park right now.

12 MR. CARROLL: I know you're not on Park,
13 but Item B on the Supreme Court Tibbs order,
14 calls out two motions in Park.

15 THE COURT: Yeah, both of them are
16 resolved.

17 MR. CARROLL: Those were my motions, and I
18 was just coming to report that those motions
19 don't exist anymore.

20 THE COURT: Do what?

21 MR. CARROLL: They do not exist anymore.

22 THE COURT: Right. So I'm going to tell --
23 don't worry, I'm going to tell that to the
24 Supreme Court right away. Those motions don't
25 exist anymore because what the heck are you

1 doing in the Park case?

2 MR. CARROLL: We talked about this earlier.
3 The only reason I've even raised any issue about
4 Park is because the receiver, with no
5 appointment in Tibbs, has said, oh, that's okay,
6 just Park --

7 THE COURT: You're going to attack that in
8 the motion to dissolve the receivership. You
9 want to dissolve it because you say you can't
10 operate in Tibbs. I get that. But this other
11 motion to strike and everything I don't get in
12 the Park case, you are not involved in Park
13 anymore.

14 MR. CARROLL: That's it. I was just trying
15 to help you clarify the point B on the Supreme
16 Court's order.

17 THE COURT: I get that.

18 MR. CARROLL: Okay. Those are my motions.
19 I owned them, now they're gone. That's that.

20 THE COURT: Thank you.

21 MR. CARROLL: Thank you.

22 THE COURT: All right. So get the calendar
23 out here for a minute.

24 MR. RAWL: Your Honor, if I may just
25 briefly. I want to incorporate what Mr. Carroll

1 said on behalf of ESAB and then Charter clients,
2 but our only point would be is that we think
3 that you do have to determine whether or not the
4 receivership appointment is proper first, so we
5 would ask that --

6 THE COURT: That's the predicate for the
7 motion to dissolve it, is it wasn't proper to
8 begin with, Mr. Rawl. And that's the first
9 thing I'm going to set for this proceeding.

10 MR. RAWL: Your Honor, my only request was
11 that the -- of the Anglo Group filed a motion to
12 dissolve -- the friends of the receiver filed a
13 motion to confirm. I believe -- I agree with
14 you that those motions together heard will deal
15 with the receivership appointment issues.

16 I would just ask that just those issues be
17 set first so that we can get a ruling
18 determination from you so that we can determine
19 that the receiver does have authority to
20 continue to push any other motion that he may
21 have.

22 THE COURT: That's why I set them to begin
23 with. Either I'm not making myself clear or
24 something funny is happening or everybody just
25 wants to get a word in and be heard.

1 That's just what I said, Mr. Rawl. I'm
2 going to set the motion to dissolve first. Then
3 I'm going to set the motion to confirm the
4 appointment. And we're going to probably hear
5 arguments on each of those things. I'm going to
6 cogitate. I'm going to rule from the bench, as
7 I generally do, and ask the winner to draw an
8 order. Okay.

9 MR. RAWL: Thank you, Your Honor.

10 THE COURT: Yes, sir. And that, depending
11 on what I do with those, may or may not obviate
12 the necessity for a motion to amend or motion to
13 strike.

14 Okay?

15 MR. RAWL: Thank you, Your Honor.

16 THE COURT: Now, what about this August
17 term? Is that the Motley Rice term? Come give
18 me some good news.

19 MR. LEDLIE: Yes, Your Honor. I'll be
20 happy to. This is James Ledlie.

21 THE COURT: Yes, James, I'm glad to see
22 you.

23 MR. LEDLIE: Thank you, Your Honor. I am
24 happy to report and follow up on what
25 Mr. Protopapas followed up on earlier. As to

1 all of our cases pending in August, all have
2 been resolved. As to all parties, subject to
3 the discussion with Mr. Protopapas, there's a D
4 block coming, and so I'm happy to report that we
5 can release back to the court.

6 THE COURT: That's what I was hoping. I
7 have the August term back.

8 Oh boy, we got somebody else? Surely
9 you're not going to blow this up for me.

10 MR. MERIWETHER: I am going to do my level
11 best not to do that. Robert Meriwether. Just
12 wanted to let Your Honor know that in one of the
13 remaining cases in the August term, which is
14 a -- it's one of the smoking lung cancer
15 cases --

16 THE COURT: Right. Right. Right.

17 MR. MERIWETHER: -- from an out of town
18 group. And we still are working hard to resolve
19 for two clients, but I didn't want you to think
20 that because Mr. Ledlie's have gone, that we
21 still have got that Vincent case.

22 THE COURT: Okay.

23 MR. MERIWETHER: Just not pulling anything
24 out. Working hard to get rid of it.

25 THE COURT: Good. Excellent. Thank you so

1 much.

2 So we still have an outstanding case left
3 on the August term, but a child is always
4 hoping. I am going to hope that one of the most
5 experienced asbestos defense attorneys that ever
6 practiced at the bar will work his magic and we
7 will get that case resolved.

8 And based on that, we had a pretrial
9 hearing set for the August term on Wednesday,
10 the 30th. And then we had trial beginning --
11 what is the 3rd, a holiday?

12 That's Monday. Okay. So then August 4th
13 would begin the August term. So that's when I
14 would like to set a hearing in Tibbs on the
15 motion to dissolve the receivership that's made
16 by the defense. The motion to confirm the
17 receiver's appointment in Tibbs. That's made by
18 the receiver.

19 Those two are kind of the opposite sides of
20 the same coin. They all revolve around whether
21 the receiver has been properly appointed. Then
22 the motion to amend the Tibbs complaint. And
23 then the motion to strike certain things from
24 the Tibbs complaint, which is really a place
25 keeper from the continued objection by Altrad

1 defendants to the right of the receiver to do
2 anything. Probably will be resolved in those
3 other arguments.

4 Now, I would like to set those matters to
5 be heard. And I think it's going to take a
6 couple of days. So I'm going to say pretrial on
7 those things to see if there's anything --
8 procedure that needs to be done. But pretrial
9 can go by the boards, we don't need it, would be
10 July the 30th.

11 And then merits hearing in Tibbs on those
12 motions, let's set it for the 4th, 5th, and 6th
13 with the idea that there may be other things
14 that would come up and with the promise that at
15 the end of that, whether it be the 5th or the
16 6th, I can't imagine we would get through all
17 those things in less than a day, we would hear
18 the Motion to Compel in Park and the opposition
19 of Sawyer day two.

20 And the combination of those things would
21 lead to the Court being able to make an order
22 that is responsive to the order of the Supreme
23 Court of June the 26th. And that's what I
24 would -- that's what my report will tell the
25 court, if that's what we can agree upon.

1 And can you think of anything else? We've
2 got -- we've got all this De Beers stuff. Who's
3 here for De Beers?

4 You are. So your stuff will be -- we ought
5 to contingently set your stuff as well. If the
6 receiver survives the first big, which is to
7 dissolve the receivership, that will take care
8 of your stuff. Wouldn't you agree?

9 MR. BALBER: That's right, Your Honor.
10 Yes.

11 THE COURT: Okay. Then I would think we
12 could tack all your stuff on after the motion to
13 strike for -- before we get to any of the Park
14 stuff.

15 MR. BALBER: Let me step up so you can hear
16 me, Your Honor.

17 THE COURT: Sure. Sure.

18 MR. BALBER: That largely makes sense. I
19 think one item that is among our stuff is our
20 motion for summary judgment.

21 THE COURT: Yeah. That ought to be heard,
22 you know, if the receiver survives that part.

23 MR. BALBER: And even then, we filed it
24 because we had to make a due date.

25 THE COURT: That's right. In all events,

1 your motion for summary judgment should be heard
2 because the larger landscape of Tibbs, of
3 course, continues.

4 MR. BALBER: Well, except we're only a
5 third-party defendant in Tibbs. So it's only
6 contingent, as you noted, on the receivership
7 being filed.

8 THE COURT: Right. Right.

9 MR. BALBER: But I was making a slightly
10 different point, which is actually may be at
11 this juncture premature because there's still
12 some discovery going on in our third-party
13 action.

14 THE COURT: I'll leave it off.

15 MR. BALBER: I would suggest you leave it
16 off, Your Honor. If I could just get a little
17 clarification for what you expect from us all on
18 the 4th, 5th, and 6th. I know we all want to
19 make sure we're prepared and present to you what
20 you want to hear.

21 Because I think the motions themselves, in
22 my humble opinion, are not going to require more
23 than a couple of hours. If you're envisioning
24 an evidentiary hearing or something like that, I
25 think we all want to make sure we're

1 accommodating what Your Honor is expecting.

2 THE COURT: Well, I am envisioning a
3 hearing which can include the presentation of
4 evidence, if anybody thinks that needs to be
5 done. So I'm not going to restrict the hearing
6 at this moment. You all got all huffy with each
7 other about exchanging letters that were kind of
8 evidentiary exhibits, as I saw them. So I sat
9 up here and being put the stop on that.

10 If there are evidentiary matters, even by
11 way of sworn affidavit or something else that
12 you all consider need to be considered as a part
13 of this matter, then I think that should be
14 done.

15 We know that if the receivership survives,
16 there's still all kinds of claims and
17 contentions about Cape and a lot of corporations
18 that are only averments and pleadings at this
19 point but will have to at some point be heard.

20 MR. BALBER: Right. The last question,
21 Your Honor, what is the Court's expectation on
22 July 30th?

23 THE COURT: That would be a pretrial to see
24 if any of these things have been resolved. It
25 would just be a place keeper for any prehearing

1 motions that you wanted to make to either
2 exclude things that have been selected for
3 possible use as exhibits or whatever. I just
4 find it's good to have a place keeper. We don't
5 have to use it if it's nothing that needs to be
6 done.

7 MR. BALBER: Okay. Thank you, Your Honor.

8 THE COURT: Any other questions?

9 Okay. Then what I'm going to do is two
10 things: Number one, I'm going to prepare an
11 order that sets these matters in Tibbs to be
12 heard.

13 Number two, I'm going to prepare a status
14 report to the Supreme Court in accordance with
15 its desires in the June 25th material. And
16 I'll -- if I can get them done by my 30 days
17 deadlines, I think is when -- the end of this
18 week -- then I'll try to get them to you all and
19 see if you have a stroke or heart attack or
20 something like that, don't like what I said,
21 then doesn't mean I'm going to change what I
22 said, but I'll give you a shot at it. It should
23 not be substance but rather what it fairly
24 reflects what I said I'm going to do.

25 And Stafford, as I understand it, it's

1 been -- there's a potential, upcoming mediation
2 with a potential agreement to dismiss without
3 prejudice. But that hadn't been officially done
4 yet.

5 MR. PROTOPAPAS: Your Honor, in Stafford,
6 the asbestos plaintiffs have agreed to dismissal
7 without prejudice on a toll agreement, as
8 Mr. Ledlie said. My individual action to
9 provide coverage for Mr. Ledlie's clients is
10 going to be part of the mediation at the end of
11 the month. My friends at Travelers want to keep
12 the motion alive in case they may want to move
13 to dissolve Stafford.

14 THE COURT: So they want to keep their
15 protection motion alive and -- that makes
16 perfect sense to me. That's fine.

17 MR. PROTOPAPAS: We will report back,
18 Your Honor.

19 THE COURT: We will just continue with
20 Stafford out there and on the list kind of like
21 we do with Park and the pretrial may resolve it.

22 MR. PROTOPAPAS: Yes, Your Honor.

23 THE COURT: Anything else?

24 I thank you for your patience. And as
25 contentious as these matters might all seem to

1 my brothers and sisters at the Supreme Court, I
2 think you will get along well enough, as you
3 always do in front of me. Let's get this thing
4 moving along and make some decisions that you
5 can legitimately appeal to the South Carolina
6 Supreme Court.

7 All right. Thanks.

8 - - -

9 (The hearing concluded at 1:38 p.m.)

10 - - -

CERTIFICATE OF REPORTER

I, Sheri L. Byers, Registered Professional Reporter and Notary Public of the State of South Carolina at Large, do hereby certify:

That the foregoing proceedings were taken before me on the date and at the time mentioned on page 1 and the proceedings were recorded stenographically by me and were thereafter transcribed under my direction; that the foregoing transcript as typed is a true, accurate and complete record of the proceedings to the best of my ability.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 24th day of July, 2024, at Lexington, Lexington County, South Carolina.



Sheri L. Byers,
Registered Professional Reporter,
Notary Public
State of South Carolina at Large
My Commission expires:
November 1, 2033

WORD INDEX

< \$ >

\$32 12:4 101:22

\$50 44:16

\$500,000 11:23

< 1 >

1 29:14 88:13

194:6, 16

1:38 1:1 193:9

10 78:19

10166 4:1

10th 67:20 69:10

11th 27:17

12 72:16 129:25

12:15 130:2

1200 3:1

1201 3:1

1221 3:1

13 26:16 27:24

1330 3:1

14 26:16, 17, 19

131:20

1459 1:1

15 26:16, 17 27:15,

16 57:23, 24 84:6

172:11

15-65 78:13

15-65-10 57:18

106:24 110:11

15-65-90 78:17

79:11 92:15

15-minute 130:1

15th 145:24 146:1

1600 3:1

16th 4:1

1701 1:1

18 32:22 33:3, 12

36:25 39:24 57:25

72:14

18th 69:13

194 5:1

1978 131:20

< 2 >

2 29:14

200 4:1

200,000 102:1

2018 32:7, 15, 21

2023 145:24

149:17 150:12

166:25

2023-CP-40-01759

1:1

2024 28:6, 7 37:4

42:14 146:1 194:10

2025 1:1 6:8

137:5 141:24

2033 194:16

22 1:1

24 42:14

24th 37:3 194:10

25 96:8, 20 141:25

25th 191:15

26 6:8 17:11 22:1

28:23 137:5

142:14 178:1

26th 118:9 187:23

29 77:19 86:13

87:12

29201 3:1

29202 1:1

29205 3:1

29206 4:1

29401 4:1

29th 72:8

2nd 141:25

< 3 >

3 29:14 31:20

87:17 88:20

30 17:14 77:19

81:17 87:25 191:16

300,000 102:1

30-something 44:21

30th 186:10

187:10 190:22

3200 3:1

33 79:21

350 4:1

3M 1:1

3rd 95:10 186:11

< 4 >

4 48:20 63:20

40 4:1

4406-B 4:1

4th 186:12 187:12

189:18

< 5 >

5 46:11 47:17

48:21 50:20

5th 187:12, 15

189:18

< 6 >

6 5:1

66 41:10, 12 57:10

106:21, 23 157:5

172:11

6th 187:12, 16

189:18

< 7 >

73-page 166:25

< 8 >

803.254.5445 3:1

803.256.4242 3:1

803.454.6504 3:1

803.779.1833 3:1

803.782.4100 4:1

843.714.2501 4:1

< 9 >

9:24 1:1

90 78:14, 20

90-something-page

119:18

917.542.7600 4:1

< A >

a.m 1:1

A1 87:3 88:13

A2 87:4

A3 88:12

abide 47:6, 8

ability 16:2, 15

17:5 80:4 92:5

115:10 125:18

154:17 167:22

171:21 194:8

able 27:19 44:16

74:8 101:15 106:7

148:18 154:25

177:22 187:21

abolish 74:24

abrogated 41:23

absence 134:8

Absolutely 86:8

155:2

absolve 157:20

absolved 154:4

accept 11:8 101:7

103:5

accepted 103:21

111:23

accepting 135:14

access 43:4

accommodated

178:3

accommodating

190:1

accomplish 25:8

75:24

accomplished 8:13

27:8

accurate 194:7

accusation 66:5

accusations 48:11

accuse 74:18

accused 65:11, 12

acknowledges

131:19

ACL 58:4, 7 73:24

acrimonious 71:18

acrimony 71:1

act 23:18 36:16

42:6 43:4 106:3

107:6, 10, 13

108:25 111:11

112:19 115:10

117:21 119:20

120:25 172:11

acting 31:9 38:7

39:13, 25 40:18

106:5 108:9

109:14, 15, 16

action 7:13, 25

37:23, 24 39:25

55:24 56:1, 4, 7

68:6 100:23 110:9,

11 119:1 120:14,

15 170:15 189:13

192:8

actions 22:25 42:5
 43:7 48:2 49:16
 88:10 89:4 107:1
 120:17
active 55:16 58:1,
 3 101:8
activities 7:22 8:6
 54:1 82:1, 23
 102:23 170:6
activity 8:15 9:2,
 10 14:23 50:15
 52:8 82:19 120:24
 164:6
actor 119:24
acts 111:9 122:18,
 19
actual 52:21 61:20
 79:3 90:16 105:4
 119:13
added 139:4
addition 12:7
 13:10 41:13 49:24
 118:10
address 24:18, 21,
 23 25:17 30:12, 19
 32:1, 2 52:21 55:5
 67:6 70:10 130:14
 134:6 139:5
 151:15 162:4
 168:20
addressed 65:4
 67:17 118:2 166:24
addressing 172:23
adjoin 98:9
adjudicated 37:23
adjudication 176:23
adjusters 71:15
administer 42:3
administered 14:1
administration
 53:16
administrative
 67:24
admit 103:6
admitted 152:1
advance 77:20
 81:18 86:13 87:13
 96:8, 20
advantage 19:4
adverse 33:22

advised 94:10
 174:17
advisement 36:7
advocate 109:7
affairs 123:10
affidavit 113:18
 190:11
affirmed 45:9 46:7
 49:7 58:11 77:24
 102:23
affixed 194:10
AFRICA 2:1
 119:24
African 122:10
 132:7
afternoon 136:18
agenda 7:10 9:6
 26:20 30:6 52:22
 70:22 137:2 139:1,
 4 142:7
aggressive 13:13
aggressively 89:21
ago 28:5 120:18
 122:1 144:2
agree 21:16 25:1
 50:11 61:8 84:25
 133:6 134:22
 164:14 167:3
 175:18 176:25
 183:13 187:25
 188:8
agreed 13:24 71:7,
 10 136:13 192:6
agreement 71:8
 73:4 135:10
 144:12 150:9, 15,
 22 151:20 174:5, 7,
 8, 21 192:2, 7
agreements 144:17
ahead 45:16 166:6
air 98:11
AL 1:1 2:1
alert 72:24
Alex 15:5
alive 142:18
 144:16, 18 150:5
 152:3 154:22
 159:9 192:12, 15

allegation 48:23
 124:3, 20, 24 125:8
 152:6
allegations 35:4
 59:18 60:1 124:5
 163:16
allege 123:3, 25
 148:25 149:5
alleged 54:20, 23
 68:6 117:23 125:7
 149:7 165:16
allegedly 164:18
alleging 42:9
allied 19:11 22:5
allow 13:21 57:19
 62:19 75:24 80:15
 102:3
allowed 37:22
 43:23 107:6
allows 18:24 40:19
all's 60:4 115:17
alter 51:13
ALTRAD 3:1 6:10,
 11 7:18 19:11, 16
 20:9, 25 21:3, 5
 22:4 23:25 47:24
 53:7, 10 76:14, 25
 118:12 143:3, 19
 163:3, 5, 7, 10, 18
 165:15 167:14
 186:25
Altrad-Cape 22:5
Altrads 179:8
amalgamation 24:9
amazing 75:18
ambit 162:14
amend 27:18 28:2
 29:16 165:25
 166:5, 7 172:24
 173:10 176:20
 177:2, 8 178:20, 22
 184:12 186:22
amended 28:1, 19
 166:4
America 15:16
AMERICAN 2:1
 4:1
American-De 21:7
 130:13, 18
amicus 67:13

amount 75:18
 102:14, 15 105:18
amounts 11:19
Amy 60:5 68:21
 126:15
analysis 85:1
ANGLO 2:1 4:1
 21:6 130:13, 18
 183:11
animal 16:6
Ann 12:5
annulled 94:20
answer 24:14
 29:14 31:16 37:24
 40:24 52:16 53:3
 80:17 84:3 96:14
 97:13, 20 98:12
 104:2 131:9
 148:14 161:20
answered 97:12
answering 28:25
 56:14 122:4
anticipate 64:24
anybody 21:11, 12
 96:13 138:4 147:4
 165:6 180:2 190:4
anymore 115:21
 181:19, 21, 25
 182:13
apologies 161:24
apologize 102:8
 107:22 116:24
 142:8 162:2, 5
 174:9
apparently 60:7
 154:2 165:6
appeal 18:18 37:6
 85:22 120:21
 177:18 193:5
appealable 6:17
 34:10 111:23 112:3
appealing 18:12
Appeals 6:15 8:18
 32:20 33:8 34:5
 36:6 43:10, 11
 44:8 79:15 102:22
 105:1 111:22
appear 27:10 79:7
 105:8, 12 138:9

APPEARANCES

3:1 4:1 11:14
appears 143:21, 24
148:11
appellate 6:16 7:1
9:9 18:13 19:3
32:23 34:13 89:16
120:24
application 57:10
97:18
applies 80:22
apply 90:16 102:18
applying 90:22
appoint 10:7 11:5
15:13 31:14 40:20
50:21 51:4, 5, 7
54:20 59:18 62:25
63:1 95:20 98:6
99:23, 25 108:12
113:12 148:23
149:14, 18, 21
APPOINTED 2:1
10:4 11:12 13:1, 7
15:9 23:20 33:3
36:14 37:14 38:22
39:9, 14, 15 42:7
45:12 50:8 51:17,
19 60:17 77:9
79:16 80:4, 6, 25
81:12 86:3, 4
87:25 92:14, 22
93:17 94:18 100:2,
5, 22 102:13, 17, 19
103:8 104:17
105:17 106:4, 9, 12,
14, 17 107:7, 11, 18
108:24 109:4
110:4, 10, 23 111:2,
5 113:1, 2 115:23
116:19 117:1, 4, 14,
20 119:1, 2 133:9
147:9, 19 150:2, 3,
14 153:7, 21, 23
154:15 161:10
186:21
appointing 10:16
23:4 58:21, 22
91:5 93:3 108:11
115:11

appointment 22:13
23:17 26:10 27:13
29:7, 10, 16 32:7,
13, 15 36:17, 20
37:10, 18, 25 38:4,
9 39:18 42:2, 18,
24, 25 43:14, 18, 21
44:4, 12, 13, 23
45:9 46:5, 11, 19
47:12 49:25 50:4,
12, 19 54:5 55:3
59:7, 15, 16, 20
77:25 78:5 81:23
82:4 83:18 85:18
88:17 92:20, 24
93:14, 19 95:13, 17,
25 96:1, 22 97:23
99:19, 20 100:14
103:9, 18, 21 104:1
106:13 107:17
108:3, 4, 5, 22
110:15 111:6, 8, 20
112:22, 23 113:3,
23 114:9, 11, 17, 18
115:18 116:1, 4, 5,
17 118:4 121:1, 9,
14, 17 141:8
146:20 148:6
155:25 161:11, 16
167:21 169:18, 20,
22, 25 170:3, 5, 10,
12 175:11 176:19
178:4 182:5 183:4,
15 184:4 186:17
appointments 32:18
103:17, 19 110:1, 2
162:13 169:19
appreciate 98:10
129:12 133:15
136:14 162:6
appreciates 162:8
approach 8:9
18:20, 24 162:11
approached 139:14
appropriate 25:16
48:12, 15 61:15
66:2 72:6 73:16
110:12 112:23
113:4 114:5

163:10 164:13, 16
165:10
appropriateness
133:21
approval 147:13
approvals 64:15
approved 13:24
22:22 23:11 88:8,
25
April 141:24
area 89:17 118:1
129:11
areas 105:5
argue 17:5 73:12
74:17 89:23
109:10 112:22
114:6 124:10
134:10 144:23
159:2 180:4, 5
argued 58:5 89:22
100:8 109:10
114:10, 14 162:2
arguing 64:24
68:18 70:3 90:2
114:10 126:16
argument 24:10, 11
28:22 45:16 50:1,
11 61:7 62:23
84:19 86:22 87:13
90:5, 8 92:11, 13
94:15, 24 95:1
103:12 105:20
109:3 110:22, 24
112:20 113:7, 8, 21,
23 114:19 116:2
117:16, 19 118:5, 6,
7, 8 124:16 125:13,
16, 18 127:5
132:12, 25 133:1, 5
135:24 140:18
142:21 146:13
157:16 158:9, 13
171:8, 9, 14
arguments 18:25
45:8 57:7 70:1
99:3, 4, 17 105:11
108:1 114:2 115:8,
18 121:8, 9 128:15,
18 129:15, 18
133:7 136:14

157:25 175:23
184:5 187:3
arises 68:7 86:5
arising 6:14
arm 13:12 109:5
114:12
arranged 76:15
articulated 133:23
ASBESTOS 2:1
9:21 10:8, 14, 17,
22 14:19 19:6
32:9 38:18 40:8
49:5 53:17, 21
60:12 61:22 74:3
80:23 87:24 96:7
100:19 103:4
120:1 122:10, 25
123:9 129:3
130:21, 22 132:9
133:3 145:20
170:18 186:5 192:6
asbestos-related
10:25 42:10
asked 7:8 13:19
17:17 25:9 27:12
30:5 34:18 35:18
50:10 59:10 82:3,
12 84:4 85:15
89:18 91:14, 15
98:7 99:18 126:8
130:15 134:2
136:24 145:7
147:1 150:11
173:23
asking 28:9 32:1
56:24 57:3 80:20
83:2 84:23 91:22,
23 93:16 110:14
116:13 126:19
162:15
asks 35:11 67:21
103:10 111:5
aspect 15:20 18:17
60:14 78:1
Assembly 79:8
assert 79:18
assertion 115:7
132:4, 6
asset 16:14 45:20
80:11 81:9, 11

82:1 83:13 89:14
96:15 106:19
120:9,10 133:1
149:11 151:10
assets 11:15 12:1,
2,11,12,23 13:4
15:5,7,10 16:12,
17 19:6 38:25
42:4 44:6,17,25
45:2,13,14,18
46:1 62:4 74:12
78:3 81:21 82:10,
19 83:8,12,16,19
84:8,9 85:6
101:15 104:7,10
107:3 122:8,9,20,
21 123:24 124:3
141:20 171:3,10
174:25
Assigned 153:6
159:9
assimilating 171:9
associated 132:8
association 132:11
assume 41:6 69:20
86:2 104:21
116:16 117:19
134:4
assumption 134:6
assure 162:7
177:17
Atlas 45:7,10 46:3,
19,21 47:6 58:9,
12 73:24 77:25
82:1 83:13 96:5,
10,11
attachment 69:17
attack 31:3 167:9
169:22,25 173:25
177:24 180:23
182:7 191:19
attacking 70:3
attempt 15:10 98:6
156:9
attention 74:7
134:17 138:2
145:19
attentions 15:12
attorney 75:16
144:1 158:19

attorney-client
135:8
ATTORNEYS 3:1
4:1 19:10,15 186:5
August 63:22 65:2
70:17,21 72:4,5
73:15 75:19 95:15
184:16 185:1,7,13
186:3,9,12,13
authorities 57:11
AUTHORITY 3:1
6:11 35:3 41:17
48:10,13 76:14,25
80:14 82:9,18,24
83:7,12,15 84:1
85:5 86:6,14
87:10,11 103:6
106:22 107:17
108:25 109:21
110:22 111:11
114:15 117:15
119:20 120:4,25
133:8 154:5,14
155:16 158:1
161:15 162:14
169:1 178:12
183:19
authorize 22:19,21
23:9,11 88:3,7,23
authorized 22:8,11
30:15 36:16 48:4
87:1 88:16 89:7
156:10
authorizing 87:6
91:11
available 60:21
141:20
Avenue 4:1
avenues 61:21
avermment 166:8
avermments 190:18
aware 17:24 44:14
54:4 70:6 105:2

< B >
back 6:8,22 9:11
18:12 21:23 25:6,
9,13 28:13 34:15,
19 35:6,9,23,24
36:4 38:15 48:15

50:25 55:5 59:3,
19 62:6 73:22
82:7 91:21 92:6,
15,18,21 94:4
103:14 105:4
108:1 114:6,23
115:1,2 126:7,10
130:2 143:9
145:15 147:5
151:15 155:8
161:6,18 165:18
166:19 167:14
168:6 169:22,24
170:4,7 173:14
185:5,7 192:17
background 17:3
24:13 47:11 52:13
bad 44:2 122:18,
19 135:17 136:7
BALBER 4:1 21:2,
5,15 130:9,11
133:13 134:1
188:9,15,18,23
189:4,9,15 190:20
191:7
bankrupt 16:1
58:23
bankruptcy 15:22
16:7,14 58:4,7,16,
24
bar 186:6
based 9:2 22:15,
19 23:9 29:12
50:6 51:10 62:11
87:7 88:23 95:1
105:9 118:7,8
119:12 170:20
186:8
basic 121:9 132:5
133:11 168:1
basically 11:13
24:11 99:5 107:19
120:19 173:7
basis 16:16,17
18:22 116:11
127:7 177:18
180:18
batch 60:8
batches 61:6

battle 40:11
bear 81:21 96:15
bears 8:21
BEERS 4:1 21:7
26:24,25 29:19
130:13,18 180:7
188:2,3
began 47:24
beginning 13:3,6
74:8 186:10
begins 37:25 47:22
behalf 11:22 12:5
39:3 60:5 68:12
76:13 82:20 90:13
93:16 98:23 99:6
101:13 107:10
108:25 126:11
127:22 128:1,15,
16,18,20 129:4
130:12 135:5,6,9,
14 143:18 160:18
183:1
believe 26:3 27:3
28:6,10 37:4,20
38:1 49:1 52:19,
20 57:25 59:1
62:12 63:10 88:21
107:21 111:3
124:19 125:5
129:17 160:19
174:24,25 176:1
179:17 183:13
belong 133:20
belonging 41:18
Belser 16:20
bench 184:6
beneficial 15:21
60:14
beneficially 29:2
benefit 65:15,19
69:24 107:2
benign 66:22
BENJAMIN 4:1
benjamin.rubinstein
@hsfkramer.com
4:1
best 7:16 8:25
75:12 132:9
162:16 163:25
165:20,22 166:14

178:23 185:11
194:8
better 75:5 161:21
164:3 175:16
180:15
beyond 10:2 30:10
40:14 78:5 111:9
115:24 125:13
128:4 161:16
big 9:21 21:9
29:13 60:8 76:21
123:5 144:15, 19
146:21 155:21
158:8 161:13, 17
162:11 163:3, 14
167:15 170:24
177:20 188:6
bigger 175:14
biggest 138:5
binding 41:8
bit 10:12 17:2
21:19 70:18 75:24
99:14 116:13, 22
117:19 121:11, 16
132:14 168:9
block 70:21 72:4, 5
75:19 185:4
blocks 63:22
bloody 40:10
blow 185:9
blunt 15:22 16:7
board 46:3 49:17
boardroom 134:19
boards 187:9
BOND 3:1 105:18,
23, 25 106:8
book 55:12
books 55:9, 12
164:23 175:4
borne 15:2
bottom 96:17
bought 14:17, 25
Bowater 14:9, 10
Bowater's 14:17, 25
Box 1:1
boy 185:8
BOYD 3:1
breach 43:1 44:3
breached 51:22

breadth 18:3 53:14
break 130:1 139:13
breath 177:22
brethren 176:7
brevity 176:2
Bridenback 7:11
bridge 177:21
brief 98:22 99:2
130:8, 10 147:6
159:15
briefing 6:22 22:3
113:16
Briefly 181:10
182:25
briefs 159:2 160:22
bring 60:18 71:24
72:12 75:4, 5
81:20 93:22 96:14
119:6 167:23
176:22
brings 16:9 94:22
broad 17:19 61:4
80:21 110:22
broadly 10:20
23:15
broken 84:11
brothers 176:3
193:1
brought 7:25
15:12 24:8 37:8
43:6 56:1 82:6
119:1, 3 120:14
170:15
Brown 65:16, 23
68:3, 19
brush 61:5
bunch 60:24
164:22 166:20
167:16 170:18
burden 60:23
Burlington 68:5
Burrow 61:2
business 16:11
60:6 77:10 79:16,
17 82:1 107:13
119:16 130:20
132:9 133:3, 4
172:10
bust-up 163:3
buy 13:19

BYERS 1:1 194:2,
14

< C >
C/A 1:1
calendar 182:22
Calhoun 4:1
call 51:15 74:1
92:3, 4
called 77:22 86:13
117:9 123:3 178:9,
10 180:7
calls 181:14
cancer 185:14
capacity 32:8 40:3
CAPE 2:1 4:1
24:8 29:20 52:18
55:1, 7 58:2, 12, 21
73:24 93:25 95:24
97:5, 6, 19, 23, 24,
25 98:1 99:20
113:12, 15 116:4
117:10, 12, 14, 21,
24 118:12 121:13
122:1, 16, 24 123:6,
12, 18, 23 124:2, 3
131:5, 8 135:5, 6, 9,
15, 17, 20 136:2, 4,
10 140:22, 25
141:4, 11, 19
142:19, 22 143:1
146:19 147:9
148:8, 17 149:1, 15
150:10 151:3, 4, 24
152:1, 3, 17 153:20
154:14 155:18
156:10, 11, 13, 16,
24 157:14 163:4,
11, 14, 22 164:17
165:4, 11, 13, 14
167:4, 5 170:14
190:17
Cape's 122:18
131:19 148:6, 11
149:5, 11
Caption 1:1 2:1
captured 139:9
car 81:6
care 138:10 188:7

CAROLINA 1:1
3:1 4:1 6:6 7:5
10:21 11:2 12:6, 9,
12, 15, 18 14:22
16:11 17:25 18:19
24:3, 4 41:11
44:22 46:23 65:8
66:3 102:22
106:17 120:11
122:11 123:2, 15
124:21, 25 130:22
132:21 138:6
162:12 177:19
193:5 194:4, 11, 15
Carolina's 81:20
carrier 62:25 63:4
carriers 42:6
51:21 52:5 62:22
64:6, 9 97:3 99:13
103:20 174:2
CARROLL 3:1
19:23 20:1 49:1
65:9 67:5, 8, 19
68:3, 16 69:3, 8, 10,
13, 19, 25 70:6, 9,
13 73:1 76:7, 8, 11,
13, 18, 19 77:17, 19,
22 78:17 80:1, 2, 8,
10, 17 81:4, 10, 15
82:11, 14, 22, 25
83:4, 10, 22 84:3,
11, 13, 21 85:3, 8,
14 86:1, 8, 10, 12,
19, 23 87:15, 18, 21
88:5, 11 89:1, 5, 11,
23 90:3, 9, 10, 15,
21 91:1, 4, 25 92:8
93:3 94:2, 7, 13, 17
98:14, 21 99:22
103:3 118:6
126:14 128:6
143:14, 18, 23
144:10, 14 145:12
146:15 159:6
160:11 161:25
162:7 173:17
176:10, 14 177:1, 9,
16 178:7, 11, 15
179:2, 9, 14, 20
180:6, 17 181:4, 10,

12, 17, 21 182:2, 14, 18, 21, 25
case 9:4 10:2, 7, 8, 13 12:15 14:15
15:6 17:18, 21
18:17 20:11, 14, 15, 20 22:10, 12 23:4, 19 25:6, 12 26:1
27:13, 21 28:11
30:16, 22 31:9
33:2 35:13 36:4, 14, 20 37:1, 8, 13, 16, 22 38:1, 2, 9, 11, 14 39:3, 10, 16
40:7, 17, 25 41:2, 9 42:14, 16, 17, 18, 23 43:8, 13, 15, 17, 21, 24, 25 44:2 45:11, 19 46:9, 17 47:22
48:4, 5, 9 49:2, 5, 17, 20 50:1 51:2, 13 52:1 53:23
54:13 55:17 56:2, 3, 4, 11, 18, 20 58:5, 15, 16, 25 59:7
64:4 65:15, 19, 21 66:19, 20 68:13
70:5 77:1, 5, 6
79:6, 14 80:18, 21, 25 83:1 85:5, 13, 19 86:4, 18, 23
87:1, 6 88:16 89:8 90:17 91:6, 12, 19 92:12, 14, 21 93:10, 12, 20, 23 94:6, 16, 25 95:5, 6, 18, 21, 24 97:4, 7 98:2
99:25 100:16, 19 101:21 102:9, 16, 19 103:4, 8 104:16, 20 105:6, 8, 23, 24, 25 106:1, 4, 6, 7, 16, 21 107:1, 2, 7
108:2, 8, 10, 13, 17, 18, 19, 21 109:1, 23 110:10, 12, 14, 17
111:1, 4, 8, 9, 11, 12 112:1, 13, 17, 19
113:10 114:3, 25
115:12, 13, 20

116:6 117:4, 6, 15 118:11, 23, 24
119:2, 3, 5 120:7, 19 121:10, 20, 22
122:7 124:6, 18 126:18, 21, 23
127:1, 3, 13, 15 128:1, 9, 10, 15, 25
131:1, 15, 22, 24 132:18 133:12
134:5, 9, 13, 25 135:12, 20 136:8, 20, 21, 22 137:2, 7, 8, 9, 19, 21 138:9
139:7 140:5, 7, 10, 12, 20, 25 141:11, 16 142:18 143:16, 21, 24 144:16
145:20 146:1, 17, 22, 23 147:8, 14
148:9 150:4, 6, 8, 24 151:11 152:2, 3, 6, 9, 11, 23 153:1, 2, 4, 7, 15, 19, 22, 25
154:18, 22 155:3, 18, 24 156:1, 5, 18, 20, 24 157:2 159:6, 8, 21, 23, 24 160:1, 24 161:2, 12
162:23 163:1
165:2, 8, 18 166:21 168:11 169:9, 11, 12, 20, 23, 24 170:9, 13 171:1 173:19, 20 177:25 178:1
179:11, 12, 15, 24 180:11, 12 181:6, 9
182:1, 12 185:21 186:2, 7 192:12
cases 6:9, 15, 22 7:9 8:20 10:18
12:8 14:10 19:7 24:1 25:21 30:23
31:2, 17 33:1, 18 34:16 38:16, 18
43:19 44:19, 21 49:18 53:22 60:9
63:25 64:2, 4, 10, 12 65:2, 20 67:22
68:1 70:21 71:9

73:2, 8 74:4, 22 75:19 77:7, 8
87:24 99:22 101:19 102:18
104:8, 22, 24 110:23 129:3
133:17 136:5 144:12 145:20
161:15 162:21 163:2, 6 164:2, 4
170:18 185:1, 13, 15
castigate 84:23
CASUALTY 4:1
138:19 139:23 140:1
Catawba 14:8 15:1
cause 7:13 42:10 105:14, 15 120:14, 15 194:9
caused 12:18
Center 1:1
CENTRAL 4:1
6:13 14:13 98:18 118:16, 20 133:4
165:15
centrally 9:15
cert 22:2 33:10, 18 43:10 49:2, 12
85:17
CERTAIN 4:1
6:23 13:10 26:1
79:19 106:22 111:8 128:19
132:16 134:22, 25 137:24 138:1
140:2 180:20 186:23
certainly 17:15
28:12 30:2 34:22 35:16 36:15 38:2
52:25 54:3, 10, 25 55:6 59:17 61:14, 19 62:11, 13 63:8
64:19 65:25 66:15, 20 91:2 134:23
136:13 140:24 142:12
Certificate 5:1
194:2
certify 194:4, 8

cetera 7:6 49:9
116:21 118:18
chain 18:13 123:23
challenge 103:22
111:20 114:18
challenged 103:18, 24 120:24
challenges 111:22
challenging 120:4
chance 149:21
158:15, 23 159:1
change 191:21
changed 10:14
34:11 42:12 77:11
changes 25:5 38:12
chaos 72:15
charged 44:5
Charleston 4:1
CHARTER 4:1
6:11 98:17 99:6
110:17 118:17, 19 128:16 160:18
183:1
chase 175:1
Chemical 46:8, 25
54:11
Chicago 124:23
125:9
CHIEF 1:1 32:8
53:16
child 186:3
Childers 34:7
chimed 31:4
chomping 168:9
choose 29:5
chris.emch@hsfkra
mer.com 4:1
CHRISTOPHER
4:1
circle 62:24
circles 122:5
circuit 19:5 22:7, 18, 22, 24 23:8, 12
29:1 87:21 88:3, 8, 10, 22 89:2, 4
145:21 146:3
Circuit's 159:25
circular 62:23
circulated 8:15
circumstance 51:8

circumstances 32:12 50:9 54:6 78:19 149:19 171:2 cite 78:15 cited 46:25 City 68:12 Civil 41:11 75:10 claim 23:19, 25 24:7 48:23, 24 49:24 50:2 60:19 62:2 78:3, 5 80:5, 16, 25 81:2, 3, 4, 7, 9, 25 83:16 85:7 86:4 118:25 119:9, 10, 12, 13, 23 121:12, 22 122:8, 14, 15 123:6, 16, 19 138:24 140:21 141:20 claimant 80:5 claimants 38:18, 20 39:4 claimed 52:2 122:15 claiming 21:13 121:23 claims 10:2, 22, 23 11:1, 16 14:19 20:20 40:8 42:5 43:6 44:10 49:3 71:16, 18 73:7 75:17 81:20 84:8 97:3 106:10 123:18 136:6 149:11 190:16 clarification 137:1 139:16 159:20 189:17 clarify 182:15 clarifying 39:19 47:21 145:25 146:11 clarity 161:8 Clark 58:16 clean 66:25 clear 66:4, 23 76:22 99:8 107:4 112:4 131:16 134:15 138:16 154:25 155:10	159:12 179:4 180:8 183:23 clearly 44:9 59:10 111:25 clears 157:11 clerk 7:11 66:9 152:10 clerk's 77:20 client 90:14 91:18 92:5 94:5 97:15 112:18 115:6 116:19, 20 117:1, 7 119:24 120:16 121:13, 20, 24 122:16, 17 123:23 124:1, 4 125:7, 14 126:11 127:25 128:2 131:2 147:20 157:19 174:17 175:23 client-related 131:4 clients 67:8 74:1 76:23, 24 77:1 91:7 115:23 117:22 118:22 119:14 120:13 123:20, 21 127:23 128:21 129:5 130:15 137:2 138:23 144:6 167:15 174:8, 9, 10, 12 179:7 183:1 185:19 192:9 client's 108:20 111:12 120:21, 24 122:6 125:11 177:9 179:5 180:9 close 52:3, 4 95:14 closed 93:6, 13 144:21 154:2, 23 159:6 closely 164:20 closer 63:16 closes 95:16 closing 122:21 155:6 closure 158:2 code 79:21 cogitate 184:6	coin 186:20 colleague 128:5 colleagues 62:7, 8 71:6 76:24 134:3 136:13 collect 41:17 collected 151:7 collecting 107:3 collectively 71:17 collegially 71:17 Columbia 1:1 3:1 4:1 13:9 60:7 68:12 combination 6:10 187:20 come 15:3 20:5, 9 21:14 63:16 71:19 79:3 82:24 103:2 114:23 115:1 145:18 148:6 165:16 166:3 177:21 181:8 184:17 187:14 comes 18:13 73:5 78:9, 22 85:19 95:21 114:15 coming 15:24 63:22 64:25 65:3 147:5 181:18 185:4 comments 29:12 45:15 76:16, 21 129:6 commercial 132:21 138:7 Commission 194:16 committed 12:22 46:15 51:6 72:19 COMMON 1:1 commonplace 50:12, 14 communicated 35:19 communication 65:11, 14 66:6, 12 69:15 126:17 communications 69:1 companies 10:16 11:4, 11, 21 13:15,	17, 19 39:1, 2 60:8 74:11, 19 163:23 COMPANY 1:1 2:1 4:1 10:20 11:10 16:10 38:7 40:21, 23 44:7, 18 46:8 58:23 60:19 73:13 79:20 81:1 95:20 101:10 119:15 122:21 123:3 130:19, 24 132:7, 20 134:21 135:17, 18 138:19, 20 139:23 140:1, 3 company's 42:9 compel 33:19, 21 98:25 137:1 138:22 139:3 141:24 142:25 174:2, 4 175:6 187:18 compelling 133:23 complained 10:12 complaint 10:3 27:18, 20 28:11, 16, 17, 19, 20 29:17 55:20, 23 57:4 68:8 85:21 97:12, 14, 15 100:19, 22 113:20 119:18 122:23 123:20 125:1, 4 135:7, 14, 22 136:3, 11 147:12 166:1, 4 169:3, 4 170:14 172:24 179:19, 21 186:22, 24 complaints 8:4 11:9 20:20 complete 31:21 37:12 194:7 completely 14:14 17:24 24:6 52:10 74:6 116:9 124:7 177:2 complex 132:15 complexity 124:9 complies 25:19 59:15

comply 25:24	126:20 127:12	contrast 79:22	152:10 159:25
comprehensive 18:8	190:12	contribute 42:15	160:5 173:19
compromise 41:18	consideration 6:19	contributed 62:20	194:11
concealed 15:8	19:13 126:12	control 123:13	couple 26:6 65:17
concede 13:2 97:16	180:10	controversy 108:18, 19 115:14 165:2	71:3 115:3 119:16
conceded 45:19	considered 47:2	convicted 15:5	126:3 134:15
concentrate 85:24	127:9, 11 179:5	cooperate 64:7	187:6 189:23
concern 16:15	180:9 190:12	cooperated 75:1	course 7:23 26:21
78:11	consistent 78:8	cooperating 64:10	27:5 33:13 34:7
concerned 69:15	consistently 101:23	cooperation 74:2	36:3 37:18 43:2,
144:6 152:3	Consolidated 6:12	copied 154:11	17 47:5 48:12
conclude 46:18	26:18 128:17	copper 130:21	51:13 54:16 93:8,
concluded 193:9	conspiracies 19:11	copy 38:3, 5, 8	23 94:17 97:13
conclusion 15:25	consulted 176:11	113:17	100:11 105:21
22:24 59:14	contend 149:12	co-receiver 15:9	115:4 118:25
conclusions 31:23	contended 46:2	corporate 24:9, 12	133:6 159:11
88:9 89:3	48:12	106:18	175:18 189:3
conduct 22:9, 12	content 159:3	CORPORATION	COURT 1:1 6:4, 7,
30:15 46:19 47:4	contention 9:16	2:1 6:12, 13 11:7	8, 14, 20, 23, 25 7:5,
53:7 87:1 88:16	10:5 90:13 123:11	12:16, 18, 21 14:3	8 8:6, 18, 20 9:1
89:7 96:11 97:4	145:2 163:22	16:1 42:4 80:6	11:1, 14 12:3
136:7 157:18	167:11 169:10	82:20 101:6, 9	13:12, 20, 24 17:10,
conference 6:5	172:7	106:11 107:13	12, 16, 20, 23 18:9,
conferred 41:14	contentions 145:5	119:25 121:25	19 19:3, 5 20:3, 14,
Confessing 135:5	159:10 169:15, 17	122:22 123:12, 22	24 21:4, 8, 16, 19
confident 75:4	176:23 190:17	172:10	22:1, 7, 18, 22, 24
125:8	contentious 192:25	corporations 7:18	23:8, 12, 23 24:15,
confirm 26:10	contest 13:17	15:16 16:13 122:9	19 25:2, 3, 8, 11, 24,
27:12 29:7, 10, 15	context 33:16 53:8	132:8, 21 163:17	25 26:12, 21, 23
59:14, 20 84:16	57:20 80:18	167:6 190:17	27:11, 15, 24 28:1,
92:20 109:19, 20	131:14 133:16, 22	correct 20:11	4, 8, 13, 15, 18, 21,
166:23 167:20	142:24	38:19, 23 39:5, 17	23 29:1, 13, 19, 23
173:9 176:19	CONTINENTAL	40:2 55:18 56:8,	30:1, 9, 10, 14, 21
177:7, 14 183:13	4:1 137:25 138:18	22 57:1 58:18	31:1, 7, 8, 11, 19
184:3 186:16	139:22 140:1	63:23 83:9 100:17	32:4, 9, 18 33:4, 5,
confirmation	contingent 189:6	114:9, 11 117:24	7, 10, 25 34:7, 8, 11,
166:16 169:6	contingently 188:5	142:15 147:21, 22	22 35:5, 11 36:1, 3,
171:20 172:20	continue 10:1 33:1	151:12 152:4	18, 23 37:5, 6, 7, 11,
confirmed 32:24	77:10 131:11	156:21 157:17	14, 21 38:12, 15, 20,
65:20 82:6 94:25	162:18 183:20	corrected 65:24	24 39:8, 14, 21
confuse 174:24	192:19	66:1	40:2, 4, 13, 20
confusion 168:11	continued 1:1 2:1	costs 79:2	41:16 42:1, 19, 21
connection 7:12	4:1 169:10 186:25	counsel 52:20 73:9	43:9, 11, 20 44:8,
9:20 16:22 62:3	continues 56:21	75:23 76:15 93:9	14 45:5, 9 46:4, 14,
68:23 119:22	123:13 132:2 189:3	95:6, 7, 9 128:14	16, 23 47:8, 13, 18
122:2 124:20, 21	contradict 49:19	135:11 139:14	48:7, 8, 15 49:1, 7,
138:23 142:13	106:23	175:17 194:9	8, 12, 22 50:21
consequences 78:23	contrary 45:8	COUNTY 1:1	52:11, 13, 15, 23, 25
consider 18:4	52:10 62:13 92:4	95:12 144:3	53:14, 20 54:3, 5,
20:17 21:2 68:20			17 55:4, 6, 8, 11, 15,

21 56:6, 9, 13, 17,
20, 23 57:2, 6, 17,
20, 23 58:1, 6, 8, 10,
17, 20 59:12, 23, 24
60:3 61:17, 18, 25
63:6, 8, 11, 16, 19,
23 64:9, 14, 19, 23
65:5, 10, 12, 16, 22,
25 66:5, 11, 17
67:4, 7, 12, 18, 22
68:2, 9, 15, 17 69:6,
9, 12, 14, 20 70:1, 4,
7, 11, 14, 18, 23
71:7 72:2, 5, 9, 24
73:2, 14, 16, 21
74:16, 24 75:13, 21
76:3, 7, 10, 18 77:3,
13, 16, 18, 21, 24
78:1, 15, 20 79:14,
25 80:3, 9, 12, 20
81:7, 13, 16, 18
82:5, 7, 8, 12, 15, 23
83:1, 2, 5, 11, 14, 20,
23, 24 84:10, 13, 18,
22 85:4, 9, 11, 23
86:2, 9, 11, 17, 20,
22, 25 87:2, 4, 14,
17, 19, 20, 21, 22
88:2, 3, 6, 8, 10, 14,
20, 22 89:2, 4, 9, 15,
25 90:7, 11, 18, 22
91:2, 20, 21 92:1, 9
93:2, 10 94:1, 3, 8,
14 95:7, 12, 15
96:3, 19 97:21
98:6, 13 99:18
100:10, 12, 18
101:2 102:10, 22,
23 103:1, 7, 25
104:21, 23, 25
105:1, 4, 7, 20
106:9 107:5, 12, 16,
24 109:6, 12, 21, 22
110:1, 13, 18, 21
111:4, 13, 15, 18, 25
112:1, 3, 7, 11, 14,
20 113:5, 14
114:12, 19 115:16
116:7, 13, 16 117:2,
6, 11, 18 118:1, 21,

23 119:3, 8, 12
120:22 121:3, 6, 18,
21 122:3, 14, 19
123:5, 22 124:6, 13,
24 125:3, 12, 19, 20,
23 126:2, 6, 7, 13,
23 127:5, 12, 16, 19
128:3, 7, 13, 18, 22
129:14, 19, 23, 25
130:6 132:3
133:25 134:14
136:16, 19, 22
137:3, 11, 15, 16, 20
138:1, 13, 14, 17
139:6, 11, 19, 24
140:4, 9, 12, 17, 23
141:3, 7, 11, 15, 21
142:1, 4, 6, 9, 16, 17
143:2, 9, 17, 22
144:1, 3, 4, 13, 15,
22 145:14, 18, 21
146:3, 5 147:2, 11,
18, 23 148:2, 5, 10,
15, 20, 24 149:4, 8,
14, 23 150:1, 4, 8,
11, 14, 17, 19, 21
151:1, 4, 8, 13, 16,
18, 20, 23 152:1, 5,
10, 16, 18, 22 153:1,
3, 6, 10, 12, 18, 24
154:2, 21, 22 155:5,
12, 16, 21 156:7, 13,
16, 22, 25 157:3, 6,
7, 10, 15, 18 158:5,
12, 17, 20, 25
159:13, 14, 17
160:4, 5, 10, 13, 16,
20 161:4, 6, 18
162:1, 4, 6 164:10
165:7, 9, 12, 18, 24
166:1, 7, 11, 17
167:3, 13, 25 168:5,
14, 22 169:8
170:11, 17, 24
171:6, 11, 13, 16
172:3 173:4, 7, 12,
14 174:10, 18, 19
175:2, 9, 13, 18, 24
176:1, 12, 16 177:4,
13, 17, 19 178:10,

13, 14, 17 179:7, 10,
16 180:3, 14, 18
181:7, 11, 13, 15, 20,
22, 24 182:7, 17, 20,
22 183:6, 22
184:10, 16, 21
185:5, 6, 16, 22, 25
187:21, 23, 25
188:11, 17, 21, 25
189:8, 14 190:2, 23
191:8, 14 192:14,
19, 23 193:1, 6
courtroom 25:18
71:14, 19
courts 7:1, 5 11:2
32:23 46:10 47:1
50:16
Court's 24:18
25:17 29:24 35:17
59:8 103:16 137:4
139:4 177:10
178:1, 12 182:16
190:21
cover 132:22
151:10, 11
coverage 12:2, 13,
24 13:14, 23 37:8
40:6, 7, 13 51:24
52:7 60:22 68:6,
11 97:1 100:20
102:15, 20 192:9
covered 12:20
126:14
covering 81:22
covers 59:1
Covil 10:13, 17, 19
11:3, 4, 5, 14, 17, 20
12:1, 7, 11, 15 13:2,
15 14:4, 7, 11, 20
32:25 33:4, 5, 6
37:1, 8, 10, 16, 17,
19 38:21 39:4, 8
40:5, 10, 17, 18
41:3, 4, 6 42:1, 4, 9
43:9, 16, 25 44:10
51:2, 3, 6, 12, 25
72:12 77:5, 6
101:5, 8 102:3, 7, 9,
13, 16, 18 103:14,

17 104:1, 14 110:6
155:25 156:1, 4, 7
Covil/Penn 83:25
Covils 11:7, 8
63:21 101:7, 16
Covil's 11:21 33:9
42:6
create 16:2 27:6
62:15 72:21
created 14:20
20:19 54:6 57:13
creditor 78:10
92:16
critical 47:11 78:1
cross 177:21
cross-discussions
7:4
cross-referenced
48:2
cross-references
53:25
crowd 138:2
curious 132:4, 14
current 15:4 128:2
currently 137:23
custodian 79:13, 15,
19 172:9

< D >
dam 111:17
damage 12:19
damages 62:20
79:3
danger 15:8 58:23
Daniel 58:16
dare 63:7
DATE 1:1 36:10
188:24 194:5
dated 6:8 67:20
69:10
Davis 49:2, 6, 8, 11,
15 63:21 71:12
85:17, 18, 21
day 63:18 187:17,
19 194:10
days 17:14 26:23
27:8 58:24 84:6
88:1 95:11 187:6
191:16

DE 4:1 26:24, 25
29:19 180:7 188:2,
3
deadlines 191:17
deal 9:23 10:8
13:14 17:18 22:4
144:8 146:12
147:1, 2 150:7
165:20 170:2, 5
171:17 183:14
dealing 17:3 20:19
27:21 46:11 47:17
80:23 82:10 85:6
99:9, 17 106:20
160:6 162:17
177:15
deals 18:17 29:7
169:10
dealt 14:7 33:9
45:17 57:17, 21
167:17 171:7
172:14, 25 175:16
debt 78:10, 12
89:14
debtor 41:15, 18, 20
debts 41:17
deceased 12:6
December 166:25
decide 115:25
116:3
decided 6:20 13:19
49:19 115:25 123:6
decision 32:10, 11
77:17 84:15 85:12
90:8, 12 127:4
decisions 8:19
32:17, 25 79:17
89:16 100:6 193:4
declarations 68:11
declare 62:10
decline 6:21
deems 73:16
deepen 75:25
default 37:12, 13
97:10 148:15, 16
149:20
defaulted 12:8
defaults 136:7
defend 41:20 43:23

defendant 47:4
56:2 60:17 73:3
74:11 79:7, 9 86:5
91:18 100:15, 16
101:13 103:4
104:3, 4 109:14, 16
116:20, 21 121:14
141:12, 14 156:4, 7
189:5
Defendants 1:1 2:1
3:1 4:1 7:25 10:6
23:25 92:17 98:4,
19 99:6 118:13
130:13 131:17
141:19 143:3, 19
147:20 150:25
152:14 166:21
170:16 171:24
174:22 187:1
defendant's 101:14
defending 75:10, 17
defense 16:23, 24
39:2 51:13 73:8
75:10 101:10
186:5, 16
defenses 79:19
135:4
defer 168:12
deferred 166:2
deferring 15:24
defies 52:7
definitely 92:12
115:2
defunct 10:19 11:3,
6, 15 16:12 40:21,
23, 25 43:5 44:7
46:13 50:23 51:3,
19 57:21, 25 101:6,
14
Delaware 15:18
demand 141:21
demands 41:17
denied 33:10 43:10
168:3
deny 36:8 124:17
denying 34:6, 8
depending 184:10
deployed 134:13
deprived 135:21

136:10
describe 6:18
described 6:9 17:1
74:3 133:17
describes 22:2
desired 15:15
desires 191:15
despite 45:7 83:6
destined 60:10
destroy 74:2
detailed 7:21 149:2
details 163:9 181:1
determination
100:4 118:11
183:18
determine 27:20
35:6 183:3, 18
determined 25:2
45:24 59:24
determines 146:5
determining 44:9
develop 6:24
developed 101:6
developing 155:6
device 13:21
Devine 3:1
devised 11:6
dialogue 72:11, 21
74:10 143:15
diamonds 130:20
DICKINSON 3:1
dictated 21:25
difference 48:20
57:9 125:11 172:9
different 6:7 13:15
16:6 24:6 54:8
83:24 85:23 99:15
105:25 106:18
108:15 111:19
114:22 116:14
117:19 133:19
189:10
differently 89:10
difficult 60:15 63:9
dimension 14:18
73:24
direct 22:6 146:2
179:1
directed 90:19
directing 137:16

direction 24:19
194:7
directives 9:1
28:25 94:9
directly 70:5 132:8
138:6 145:6 169:14
directs 31:20
disagree 90:15
disagreeable 73:22
discern 125:6
disclosed 128:17
discover 170:23
discovered 102:7,
12, 14
discovery 33:19, 21
96:13, 14, 24 175:3
189:12
discuss 6:6 52:17
discussed 39:24
61:23 104:23
134:16 137:4
discussing 60:13
discussion 9:13
18:5 20:8 73:10
144:7 185:3
disease 10:25
diseases 42:11
dismiss 26:18 27:1
32:19 34:6, 9, 20
48:8 120:2 131:12
168:20 171:24
192:2
dismissal 49:15
71:8 73:4 152:13
192:6
dismissed 11:20
34:1 56:12, 16, 17
85:20 137:19
152:15 159:21
dismissing 6:15
121:7
disparage 8:6
disparaging 61:16
66:1
dispense 6:21
131:23
disposed 15:8
dispositive 8:18
32:11, 17

dispute 91:4 118:11	draw 184:7 Drive 4:1	ended 37:3 122:8 162:15	118:16, 19 119:15
disqualifies 128:8	DUBOSE 3:1	endless 60:20	128:16 160:15, 18
disregard 67:21	due 27:9 135:18, 19, 21 136:4, 10	enforce 139:10, 22, 24	165:15 183:1
dissolution 72:2 76:2 167:1, 20 169:1, 5, 7 171:19 172:20	159:11 188:24 DULY 2:1	enforcement 12:4	especially 75:6
dissolve 26:8, 9, 13, 18, 25 29:3, 20 32:19 34:6, 9, 20 48:9 137:17 145:10, 23 166:15, 22 167:7 172:5, 16 173:9 176:18 177:6, 14 178:9, 25 179:23 180:16 182:8, 9 183:7, 12 184:2 186:15 188:7 192:13	duplicate 146:13 dust-up 144:15, 19 duties 13:3 36:22 64:7 duty 44:3 51:22 dysfunctional 21:15	engage 73:9 75:22 engaged 46:22 50:24 136:7 149:1 engagement 54:16 engineering 10:19 enormous 8:14 102:14, 15 enriched 120:16 122:18 enrichment 120:15 ensure 22:8, 15 25:18 30:14 86:25 87:5, 7 enter 72:10 152:12 entered 31:13 51:12, 15, 20 64:1 95:4, 22 Entering 135:10 entire 119:17 entirely 78:7 87:16 ENTITIES 4:1 21:7 26:25 57:21, 22, 25 58:2, 3 62:18 130:18 131:2, 4 163:19 entitled 135:18 entity 10:1 24:4 33:9 43:5, 6 46:12, 13 47:19, 20 50:13, 22 51:3, 16, 19 54:15 58:10, 13 91:17 104:6 113:12, 15 116:5 117:9 120:10, 17 122:24 123:17, 18 124:2 131:7 entry 134:19 environment 123:7 envisioning 189:23 190:2 equipped 175:21 equity 131:2, 3, 5 ESAB 4:1 6:12 98:17 110:17	established 10:11 54:13, 14 establishing 47:2 estate 12:6 93:6, 13, 16 95:14, 16 108:25 144:20, 21 153:17 154:23 158:2 ET 1:1 2:1 7:5 49:9 106:24 110:11 116:21 118:17 ethical 66:2 ethics 13:10 Europe 47:25 54:2 event 12:20 events 188:25 194:9 everybody 19:24 38:6 67:6 141:5, 10 151:3 183:24 EVERYWORD 1:1 evidence 46:21 51:6 55:6 60:1 100:1, 3 112:24 113:4, 14 114:22 190:4 evidentiary 189:24 190:8, 10 ex 65:11, 13 66:6, 11 68:25 69:14, 23 100:3 126:17 127:8 exactly 74:13 117:11 example 40:5 57:10 61:25 108:8 110:5 113:8 119:15 135:3 Excellent 185:25 exchanging 190:7 exclude 191:2 exhausted 131:19 exhibit 95:9 156:17

exhibits 33:23 127:7 159:13 190:8 191:3	fact 22:16, 23 23:13 25:3, 4, 5, 6, 8, 12 32:22 34:25 35:6 40:25 45:14 49:20 53:8 58:20 61:10 87:8 89:3 92:4 119:4 123:14 145:1 159:4 170:25	file 14:6 38:5, 8 61:10, 12 66:14 67:13 73:7 79:18 129:4, 8 144:3 159:1 160:22 177:9, 12 181:2	find 40:9 45:3 60:21 63:9 69:5 71:25 124:15 141:19 144:4 191:4
exist 38:20, 21 180:11 181:19, 21, 25	exists 179:24, 25	filed 6:9 7:13 9:3, 24 11:9 18:15 21:23 22:9, 13 26:22, 24 27:1, 4, 16 28:4 30:16 31:10, 15, 18 35:13 37:17, 19 42:8 43:19 47:14, 20 48:5 49:1, 13 58:7, 24 61:11, 12, 16 64:4 65:9, 10, 18 66:14 67:14, 16 68:5 69:17 85:17, 22 88:17 91:7 93:7, 15 98:23, 25 113:19 126:22 127:14, 15, 21 128:9 138:22 139:3, 6 141:25 145:19, 23, 25 148:14 149:17 153:15, 16, 19 155:24 156:8, 9, 12, 13, 17 166:20 178:13, 15 183:11, 12 188:23 189:7	finder 25:3, 4, 7, 12 34:25 35:6
existed 45:2 134:12	factors 47:1 54:12, 15		finding 32:11 46:21 50:3 53:9 54:17 96:22
existence 39:10 78:9 141:16	facts 22:20 23:10 25:15, 23 31:23 32:11 35:7 50:17 88:9, 23 103:15 114:7		findings 22:16, 23 23:5, 12 25:8, 23 31:23 46:15 47:19 48:16 54:22 55:2 59:4, 6, 9, 10, 24 72:16 87:8 88:9 89:3
expects 25:25	factual 35:4 46:14 47:19 48:11, 16 54:22 55:2 59:4, 6, 9, 10, 24 164:24		finds 22:24 88:10 89:4
expenses 79:3	failure 42:5		fine 70:12 77:14 158:6, 8, 18 159:17 167:25 171:11 180:3 192:16
experienced 186:5	fairly 191:23		finished 147:3 151:5
expires 194:16	faith 44:2		firm 16:20, 21 98:16
explain 18:2 102:10 133:14 135:15 168:10, 12	fall 134:24 135:1		firmly 54:13
explained 158:7	false 96:25		firms 16:23 67:10 75:10 127:21 128:20
explaining 17:17 158:5	familiar 86:17 107:14 149:4 155:5		first 8:23 10:11 15:12 17:14 19:14, 22 20:2, 4, 24 21:1 22:14 23:20 24:21 27:9 28:4 32:5 33:20 34:1 37:1 38:22 49:14 53:5 69:12 97:9 111:24 130:14 177:5 179:17 183:4, 8, 17 184:2 188:6
explains 114:25	family 21:9, 15 76:21 98:7		fish 177:20
explanation 9:6 146:4	family's 93:9		fit 30:2, 3 44:17
exploration 163:25	far 59:3 69:15 133:22 143:2 144:5 152:3 167:17 170:4		fix 60:24
explore 23:15 163:14 165:3, 24	February 43:10		floating 155:21
exploring 164:17 165:23	federal 32:10 61:2 65:16, 22 68:9 101:21		Floor 4:1
express 161:24	feel 157:14		flows 87:13
extend 81:25 167:17	feels 72:6		flurry 8:14
extended 164:17	fence 89:20		folks 20:25 21:3, 6 71:16, 24 164:16, 19
extends 161:15 169:2	field 138:8		
extensively 102:21	Fifth 159:25		
extent 22:18 23:7, 8 64:6 65:24 78:4 88:3, 22 118:2 126:21 127:17 146:2	fifty 122:1		
extraordinary 50:9 51:8	fifty-something 120:17		
eye 177:20	fight 175:21, 22		
< F >	figure 146:25 151:9 162:25 173:21		
fable 38:13		final 15:24 19:1 89:17	
face 59:25		finally 101:24	
		financial 60:23	
		Finch 12:5, 10 13:5 42:21 44:19, 21 68:21	
		Finches 101:21	

follow 11:10 184:24	166:6 183:12 192:11	getting 25:23 59:3 76:15 113:1 124:9 146:13	118:3 122:5 123:9 124:12, 14 126:6 127:25 128:14, 23 129:10 134:5, 9 136:1 143:9 144:7, 23 145:15 147:24 154:5, 24 155:22 157:15, 18, 24 158:8, 9, 12 159:1 160:8, 22 161:1, 13, 16, 17, 18, 20 162:3 164:7, 14, 15 167:21, 23 171:1, 16 177:20 178:19, 20 180:25 181:2, 22, 23 182:7 183:9 184:2, 3, 4, 5, 6 185:9, 10 186:4 187:5, 6 189:12, 22 190:5 191:9, 10, 13, 21, 24 192:10
followed 184:25	frivolous 36:6	give 17:2 78:15 149:20 159:1 173:2 184:17 191:22	going-forward 16:16, 17
following 1:1 33:13	front 9:11 12:8 33:25 34:22, 24 65:15, 22 68:19 70:1 171:25 193:3	given 50:18 70:10 74:11 92:9 94:8 97:21 134:17 174:12	good 9:23 13:14 14:10 18:9 60:7 64:21 70:15, 20 71:3 74:2 92:22 121:8 129:9 131:13 132:1 135:17, 19 136:18 157:11 165:1 184:18 185:25 191:4
footnote 67:2	Frost 49:9 72:13	gives 52:13 100:1 106:21	GORDON 4:1 98:17
forbid 84:20	frustrated 122:4	giving 98:10	gosh 73:19
force 16:7	fulfill 44:11 63:4	glad 67:5 98:11 168:20 184:21	gotten 111:15 174:11
forced 14:22	fulfilling 36:21	gladly 168:25	governs 17:7
fore 176:22	full 19:4 53:20 157:18 159:15	global 18:22 71:10 72:11	grab 163:5
foregoing 194:5, 7	full-blown 144:7	go 24:20 26:5 27:11 35:9, 23 45:3, 4, 16 48:17 62:6, 9 63:25 64:5 72:7 73:7, 17 89:13 101:12 108:1 109:8 114:6 117:6, 12 119:5, 13 120:8 128:4 151:6 154:16 166:6, 17 169:22, 24 170:4 171:2 172:6 173:8, 14 176:17 177:15 187:9	grabbed 163:11
Forest 4:1	fully 93:10, 12 95:5, 6, 10, 18 109:1 143:21, 24 150:8	God's-given 145:1	gracious 92:9
form 79:8	function 79:23 81:11 155:1, 17	goes 6:18 27:21 78:5 92:15 95:11 127:19 135:24 170:12	granddaddy 101:4
forth 21:23 73:22 87:10 126:7, 10 145:15 146:4 172:12 175:3	fund 13:20, 25 73:6	going 16:15 18:5 19:24 20:3, 4, 7 21:24 24:19 25:18 26:4 27:7 30:6, 7 36:9 48:17 52:25 54:1, 19 58:23 63:17 64:8 65:2 66:25 68:4, 18 72:17, 20 75:4, 5 78:14 84:11 90:18, 19 91:2 98:20 103:14 114:1	grant 36:8 43:12 78:20
forward 8:10 9:1, 13 20:9 24:23 54:14 63:25 64:3, 5, 8 73:19 154:5	fundamental 172:19, 21		granted 22:3
fought 75:19	funds 16:3 75:2		granting 33:19, 20, 22
found 10:25 22:20 23:10 25:2, 16 50:17 88:6, 23	funny 183:24		GRANTLAND 4:1
foundation 94:24 95:1	further 6:21 112:19 149:9 171:22 194:8		
framework 21:21, 25 24:22 25:7, 14 27:6 28:10 29:13 35:23 52:14 57:12 59:4 63:14 76:9	furtherance 114:14		
frankly 29:5	fussed 10:12		
fraud 46:15, 22 50:3, 14, 24 51:6 54:16, 20, 23 55:1, 6 59:7, 18 60:2 62:16 95:24 96:4, 6, 7, 9, 21 149:1	futile 93:23		
fraudulent 47:4	future 13:22 14:2 44:10 127:22, 25 128:21 129:5		
fray 149:9	< G >		
FREEHILLS 4:1 130:12	gain 134:18		
freely 8:4	GALLIVAN 3:1		
Friday 67:17, 20 69:7, 13 70:24 71:3 91:7 154:1 178:16	gee-whiz 92:21 97:12		
friends 70:24 71:2 72:11, 20, 24, 25 73:12 75:6, 7	general 41:16 77:24 79:8 107:20 127:21 129:8 132:22 138:7		
	generally 14:1 21:22 40:7 53:1 80:20 128:20 149:18 184:7		
	generated 9:9		
	gentlemen 6:5		

grants 95:15
grave 15:7
great 14:5 18:1
 47:5 143:12
Greenville 68:4
ground 10:13
 115:21
grounds 6:15,16
group 7:24 19:16
 21:13 69:18
 183:11 185:18
groups 47:24
guess 27:1 51:21
 84:24 107:23
 168:24
guide 21:19
guideline 28:24
guidelines 46:6,7,
 10
guy 176:4
guys 66:25 135:20

<H>
half 77:3
Hall 15:12
halt 18:13
hand 19:11 57:7
 87:7 148:22
 166:13 180:2
 194:10
handle 176:9
handled 13:9
 64:17 162:13
hands 78:25
 123:11 124:4 144:8
Hang 26:12
happen 12:14
 74:14 79:19 83:13
happened 25:5
 47:16 71:4 77:7
 113:2,22 120:22
 134:25 135:6,11
 151:14,18 153:15
 154:10
happening 98:5
 129:7 183:24
happens 51:11
 100:6 136:9 155:3
happily 74:20

happy 24:20 52:16
 129:22 139:4
 184:20,24 185:4
hard 71:3 75:7
 185:18,24
hard-fought 74:9
hate 71:19
Haynsworth 16:20
head 107:22
heading 77:22
 86:13 87:12
hear 70:7 73:14
 99:16 116:22
 142:23 157:24
 158:3 166:12
 171:13 174:13
 177:5 181:8 184:4
 187:17 188:15
 189:20
heard 21:1 72:3,4
 77:3 92:13 95:23
 102:25 128:4
 129:19 134:10
 146:16 166:2
 172:18 177:5
 183:14,25 187:5
 188:21 189:1
 190:19 191:12
hearing 29:15 53:7
 65:22 68:4 76:1,4
 136:22 137:6
 145:3 157:19
 158:20 159:11,18
 160:8,24 161:2,14
 168:15 173:3
 186:9,14 187:11
 189:24 190:3,5
 193:9
hearings 30:2
heart 26:6 27:11,
 21 90:1 172:7
 180:1 191:19
heartened 14:8
heart-felt 74:10
heart's 159:3
heat 9:8
Heath 49:9
heavily 8:21
heck 181:25

help 121:10 170:9
 182:15
HERBERT 4:1
 130:11
hereunto 194:10
herring 155:10
hey 51:17 84:7
 94:18 95:23 114:6
 123:6
high 111:17
Hill 60:5,13 65:7,
 13 68:12,21 69:8
 126:15
Hill's 67:15
historic 119:23
historically 131:6
history 17:3 52:9
hold 8:14 81:17,
 18,24 145:15
 150:11
Holdings 97:6 98:1
holiday 186:11
HOLLER 3:1
honest 73:9
Honor 20:10,23
 21:2 23:21 24:17
 27:3,5,25 28:3
 29:18,22 30:18,20,
 24 31:6,25 32:5
 33:17 35:8 36:3,
 11 37:1 38:19
 39:5,12 40:16
 43:8 45:4 47:10
 48:6 52:12 53:12
 54:24 55:18 56:22
 57:15 58:19 61:9
 63:13 67:5,17,21
 68:16 70:9,15,19
 75:3,10 76:6,13
 77:2,11 78:7
 80:17 81:15 84:17,
 21 85:14 89:11,24
 90:3 91:25 92:8,
 24 93:8 95:8,22
 96:3,12,14,17
 97:8,18 98:10,15
 99:2,5,11,18
 102:8,25 107:15
 108:10,12 109:18,
 25 112:6,8,16

113:11 114:4
 115:4 116:3,24
 118:22 122:13
 124:10 125:2,22
 126:20 128:11
 129:12,21,24
 130:9 131:13,18,
 23 132:1 133:13,
 17,23 134:2
 135:16 136:8,15,
 18,25 137:10,14
 138:12,21 139:13,
 17,18 140:16,24
 141:13,23,24
 142:3,15 143:7,13,
 14 145:12 147:16,
 22 148:1,8 157:13
 158:4,11 159:14,
 16 160:9,11 161:3,
 23 164:9 165:17
 166:1,10 174:1,9,
 15,23 175:12,15,
 20,25 176:10
 177:1 179:20
 181:4 182:24
 183:10 184:9,15,
 19,23 185:12
 188:9,16 189:16
 190:1,21 191:7
 192:5,18,22
HONORABLE 1:1
honored 136:4
Honor's 77:24
 96:23 114:12 134:6
hook 79:2
hooked 117:22
hope 18:11 25:1
 92:25 186:4
hopefully 52:13
hoping 185:6 186:4
Hopper 85:19
hot 72:16
hour 77:4
hours 189:23
huffy 190:6
huge 150:7
Huh 125:3
humble 189:22
hundred 46:9

hundreds 11:17
husband's 12:6
<I>
idea 14:18 27:6
 38:10, 11, 13 47:12
 48:22 50:21 62:16
 63:24 154:9 187:13
identification 44:25
identified 96:19, 20
identifies 68:9
identify 120:9
identifying 44:6
identity 44:24
ignore 129:6
ignoring 96:23
illegit 172:13
illustrates 15:20
 17:23
imagine 187:16
immediately 6:16
 17:13 34:9 35:1
 111:23 112:2
impact 8:2 131:12
 145:6
impacted 7:17
impacting 131:25
implication 101:16
implications 7:18
important 53:13
 54:24 130:17
 142:20
imported 93:20
impose 60:16
improper 17:6
 79:4 103:19
 127:11 134:23
improperly 118:25
inappropriate 67:11
inappropriately
 66:21
inclined 28:18
include 24:8 47:3
 114:7 167:5, 12
 190:3
included 59:18
 95:8
including 12:1
 13:17 15:4 39:23
 48:25 49:6, 10

74:25 87:23 89:21
 110:3 162:20 165:7
income 16:16
incorporate 98:21,
 22 182:25
incorporation 15:16
index 97:17 143:20,
 24 160:1
indicate 20:15
 31:21
indicated 17:11
 35:16 69:16
indicates 144:3
indirect 162:23
 180:21
indirectly 138:6
individual 7:24
 152:13 153:22
 192:8
INDIVIDUALLY
 2:1 153:16
Industries 68:6
Indy 14:8, 17 15:1
 62:18
infamous 15:7
infected 73:24
inferences 33:22
informal 76:20
information 54:25
 55:23 64:11 113:13
informational 68:23
initial 39:17 44:13
 47:23 163:21
initially 102:19
 110:5 111:1
initiate 43:7
initiated 44:4
initiating 100:25
injured 122:11
injuries 62:21
 81:22
instructed 32:18
instructions 6:23
instrument 15:22
Insulation 65:1
INSURANCE 4:1
 10:16 11:4, 10, 11,
 16, 21 12:2, 11, 12,
 20, 22 13:5, 16, 23
 38:25 39:1, 2 42:4,

6 44:17 45:13, 14,
 18, 20 46:1, 18
 51:18 62:22 74:11,
 19 81:21 82:10, 19
 83:8, 13, 19 85:6
 96:15, 17 97:1, 3
 99:12 101:10, 23,
 25 102:6, 7, 17
 103:11 104:9, 10
 120:9 130:24
 131:14, 15, 17, 19,
 23, 25 132:5, 13, 20,
 24 133:1, 2, 16, 24
 138:4, 19 140:3
 151:9 170:20, 21
 171:3, 10 174:2, 25
insured 51:22 63:5
insureds 118:17
insurer 101:12
insurers 101:6
 118:17 132:16
 138:2, 5 174:11
intend 8:12 70:9
intended 17:4
intends 22:19 23:8
 88:3, 22
INTEREST 2:1
 24:10 44:9 60:3
 131:2, 7 132:10
interested 194:9
interesting 49:23
interfere 15:23
 61:6
interference 16:8
Interim 131:20
 177:18
interjecting 162:2
interlocutory 34:2
Intermediate 97:6
 98:1
interpret 84:14
interpretation 105:9
interpretations
 51:10
interpreting 154:19
interrupt 84:19
 143:15
interrupting 161:25
Interstate 174:6

intricacies 17:17
introductory 9:5
in-trouble 16:13
invalid 111:2, 6
invalidate 110:3
invalidation 110:15
investigation 13:13,
 14 75:18
INVESTMENT 3:1
 6:11, 13 76:14, 25
Investments 165:15
involve 8:12, 17
 13:4 33:18 34:5
 77:7
involved 11:23
 32:21 38:16 42:14
 51:14 53:7 55:1
 88:24 101:21
 104:25 106:12
 156:19 170:21
 182:12
involvement 40:14
 132:18 139:2
involves 15:25
 20:17
involving 7:17
 11:2 12:3 14:10
 16:9 44:19, 21 94:5
irony 73:21
issuance 120:21
issue 18:25 19:5
 23:16 25:22 28:12
 29:8, 9 36:13
 48:13 65:3 67:8
 68:10 104:8 108:3
 113:10 118:4
 120:5 125:20
 132:14 142:24
 146:21 153:11
 155:21 157:6
 161:14 162:3, 11
 163:14 165:20, 23
 166:3, 9 167:6
 172:19 182:3
issued 32:10, 24
 33:8 37:6, 7 43:9
 45:5 47:9, 25
 54:21 58:6 106:15
 108:10 110:5
 137:15

issues 12:3 18:21
 22:4 24:22 26:6
 27:22 34:22 51:14
 52:21 53:8 63:15
 71:12 99:9 115:22
 116:18 126:24
 128:25 131:24
 166:24 171:20
 179:6 183:15, 16
item 181:6, 13
 188:19
items 52:22 53:1
 70:22
ITS 2:1 11:1
 17:22 19:10, 11
 22:25 26:24 30:15
 36:2 38:12 47:7
 50:25 51:22 63:4
 71:21 84:6 87:1
 88:10 89:4 92:25
 93:14 97:3 101:6
 122:20, 25 132:7
 163:23 164:5, 17
 191:15
< J >
James 184:20, 21
JEAN 1:1
jives 89:12
jlay@gwblawfirm.co
m 3:1
JOHN 1:1 3:1
join 160:12, 13
joined 37:5
joint 14:21 79:9
jon@smithrobinsonl
aw.com 3:1
JONATHAN 3:1
JOYNER 3:1
Judge 15:12 32:8
 48:17 53:16 60:10
 65:16, 23 68:3, 19
 76:11 101:20
 104:16 126:18
 131:8 159:9
judgment 12:4
 37:7, 12 43:12
 46:20 51:11, 15, 20
 63:2 97:11 148:18

151:7 168:18
 188:20 189:1
judgments 129:10
Judicial 1:1 74:7
 159:25
judiciary 44:3
July 1:1 27:17
 37:3 42:13 67:20
 69:10, 13 72:7
 73:17 76:4 187:10
 190:22 194:10
jump 27:10
juncture 189:11
June 6:8 17:11
 22:1 28:23 95:10
 118:9 137:5
 141:25 142:14
 178:1 187:23
 191:15
jurisdiction 34:13,
 14 36:5 81:20
 99:4 113:15
 119:19, 21 120:3, 5
 124:11 125:12, 20,
 22 131:10 164:21
 165:5, 10, 21 166:3
 167:2 168:4
jurisdictional
 132:19 135:3
JUSTICE 1:1
 45:15, 20 50:10
justified 46:19
 96:21
justifies 14:14
justify 22:17, 25
 23:6 31:24 87:9
 88:10 89:4 170:25
< K >
KAMINSKI 4:1
KASSEL 3:1
Keaton 72:13
keep 36:4 118:3
 122:5 148:2 150:6
 192:11, 14
keeper 186:25
 190:25 191:4
keeping 144:18
Keller 49:8

key 40:22
kicking 150:5
kind 7:3 8:8 9:5,
 7 11:19 17:19
 18:20 19:7, 9 21:9,
 21 24:13 25:14
 28:23 29:25 30:5,
 10 40:9 69:22
 74:12 76:12 80:16
 120:8 122:5 126:6
 132:18, 22 151:7
 155:7 162:25
 164:12 169:25
 174:19 186:19
 190:7 192:20
kinds 8:2 190:16
Kittredge 50:10
knew 20:22 101:11
Knie 60:10
know 12:11 18:14
 20:12, 14 21:8
 25:10 28:9 32:20
 36:17, 18, 23 37:2
 43:2 45:5 53:14,
 18 55:2 61:23
 62:25 64:25 67:16
 68:17 76:15 85:14,
 15 97:11 98:23
 99:3, 7 102:12
 103:1, 11, 15 104:6,
 8, 12 107:3, 6, 19,
 22 108:5, 7, 9, 14,
 16, 24 109:7
 110:11 111:19, 24
 112:22 113:6
 115:6, 7 122:3, 24
 125:16 126:18, 19
 132:1 136:6
 138:15 140:19
 146:22, 24 148:11
 151:16 152:8, 12,
 14 153:13 154:1,
 12 157:4 160:20
 169:23 170:13
 172:1 178:18
 181:1, 12 185:12
 188:22 189:18
 190:15
knowing 28:10

known 13:21
 16:19 78:10
knows 28:15 93:8
 97:8 99:11 102:5
 161:19
KRAMER 4:1
< L >
lack 120:2 133:7
Ladies 6:4
landscape 13:1
 36:11 161:21 189:2
language 81:8
 105:7, 10 106:24
large 122:25 194:4,
 15
largely 188:18
larger 189:2
late 28:6 52:3
latency 10:24
latest 33:13
latitude 98:11
laundry 51:9
Laurel 3:1
law 7:11 12:12
 13:21 17:7 22:24
 23:16 25:19, 20
 31:23 32:12 41:14
 47:7 59:14 62:12
 63:10 66:9 67:9
 88:10, 18 89:4
 98:16 127:21
 128:20 129:11
 154:13, 18 155:3
lawsuit 51:23 52:2
 79:18 81:3 168:2
lawsuits 38:21
 42:9 68:10
lawyer 13:8 65:8
 66:2 68:13 101:12
 127:24 166:11
lawyers 10:17 11:5,
 12 16:11 20:7
 39:1 70:3 71:16
 101:23 113:25
 126:25 129:3
 132:16
LAY 3:1 26:4
 52:17 54:18 162:4
 163:16 164:8

166:11, 12, 13, 19
167:4, 19 168:8, 16,
23 170:7, 12, 19
171:4, 8, 12, 15, 18
172:19 173:5, 11, 13
lead 60:20 176:4
187:21
leading 15:16
leave 23:14 67:13
189:14, 15
leaves 47:10
Ledlie 71:6, 7
184:19, 20, 23 192:8
Ledlie's 65:1
185:20 192:9
Lee 72:25
left 62:7, 8, 9
118:11 174:22
186:2
legal 128:25
legislature 50:18
legitimacy 167:9
175:11 176:24
178:3
legitimate 18:4
24:2 121:14
legitimately 167:5
193:5
length 45:14 48:18
119:4
lengths 18:1 47:6
letter 60:5 61:11,
14, 17, 19 65:9, 18
66:10 67:15, 21
69:8 126:15
letters 14:5 15:3
67:9 68:20 127:20,
21 129:4 190:7
level 185:10
Lewis 52:20
Lexington 194:11
liability 14:21 79:9
132:20, 22 138:7
163:22
LIBERTY 4:1
138:19 140:3
light 9:8
likes 97:11
limit 102:4

limitation 85:4
limitations 86:7
LIMITED 2:1
6:12, 14 46:18
79:23 81:11 82:2,
9, 18 83:7, 11, 15,
18 87:10 97:6
98:1 105:6, 7 139:2
limits 81:8 88:14
102:1 106:25
LINDSAY 3:1
line 45:17, 25
107:20
lines 129:15
link 87:15 124:15
liquidated 149:8
list 26:5 34:18
35:9 51:9 52:19
59:21 192:20
listed 7:10 35:21
52:18, 22 142:10
Listen 82:15
listened 102:11
162:1
listening 168:10
litany 90:4
litigated 52:10
102:21
litigation 9:21
15:23, 25 16:5, 9
39:23 47:25 52:9
60:25 61:2, 7 67:1
68:7 83:25 96:11
97:4 111:16 123:7
litigator 60:6
little 17:2 21:19
23:23 63:16 70:18
75:24 85:23 99:14
116:13, 22 117:18
121:11 128:4
132:14 161:21
189:16
ljoyner@gwblawfirm
.com 3:1
LLC 3:1
LLOYD'S 4:1
137:25 138:5 140:2
LLP 4:1
LOCATION 1:1

Locke 55:19, 20
56:1, 9 137:17
138:25
lodged 18:18
LONDON 4:1
98:23 118:17
132:16 137:25
140:2
long 10:24 11:3
27:17 64:21 86:15
90:8, 11 177:15
longer 10:24 35:23,
25 114:24 159:22
long-standing 77:13
long-winded 140:18
look 7:7, 8, 15 23:5
25:9 28:22 29:11
46:10 48:6, 7
49:18 59:16 63:19
143:5 145:16
154:16 157:4, 21
168:6 177:20
looked 152:18
154:13
looking 18:24
24:14 105:4
117:18 126:9
153:3 156:2
161:19 163:2
171:22
looks 9:6 147:24
looms 9:22
Lord 55:19, 20
56:1, 9 137:17
138:25
lost 70:25 76:12
lot 15:11, 25 16:24
18:6 26:13 63:20
71:1 99:9 105:20
111:16 123:1
154:23 161:19
190:17
Lots 13:15
LPLC 97:6
lung 185:14

< M >
ma'am 69:19, 25
70:13 76:8 80:2, 8
82:11, 14, 22 83:10,

22 86:10, 12 88:11
89:1 90:10, 21
91:1 94:2, 7, 13
112:6 144:10
149:25 151:22
153:9 155:15, 20
170:19 171:15, 18
173:11, 13 177:16
178:7, 15 179:2, 9,
25 180:17
Machin 79:6
magic 186:6
Main 1:1 3:1
57:17 115:17
177:24 178:2
making 25:23 59:9
86:21 90:5, 7
94:15 103:12
109:2 110:21
128:14, 18 133:7
150:7 170:24
179:22 180:8
183:23 189:9
mal 163:11
malpractice 44:3
MANSUKHANI 4:1
march 72:17
149:17 150:12
MARGARITE 1:1
marshal 15:10
16:12 19:6 44:16
62:3 78:2 84:8, 9
120:8 149:10
marshaled 104:10
marshaling 13:4
44:6 80:11 82:18
83:8, 12, 16
matches 87:12
material 43:1
68:23 69:23 75:22
162:20 191:15
materials 7:3 9:24
127:6
matter 7:14 11:18
15:11 17:14 18:22
19:12, 20 36:5, 6, 7
41:3 53:25 56:15
68:24 98:19, 24
101:3 132:15
133:9 163:8

165:11 176:8
190:13
matters 6:7 7:15,
23 8:10, 24 9:10
12:24 13:9, 10
15:11 18:8 19:21
23:18 53:4, 6, 11
87:23 94:3, 4, 5
142:10 162:19, 24
173:21 174:24
178:6 187:4
190:10 191:11
192:25
Maynard 75:14
McCoy 15:4, 9
68:22 127:2
MCVEY 3:1 63:12,
13, 17, 24 64:13, 18,
22 65:6, 13 66:8,
13, 18 67:16 69:11
70:11, 20 147:17,
18 148:5, 8, 13, 16,
21, 25 149:7, 13, 22,
25 150:3, 6, 13, 16,
18, 20, 23 151:2, 5,
12, 14, 17, 19, 22, 25
152:4, 8, 17, 21, 23
153:2, 5, 9, 11, 13,
19, 25 155:2, 9, 15,
20 156:4, 11, 15, 21,
23 157:1, 4, 9
158:19, 22
McVey's 70:16
mean 28:17 30:14
88:20 104:14
105:6, 24 122:23
127:1 134:5
152:12 164:23
167:15 171:19
191:21
means 6:25 10:3
19:2 30:21, 22
31:1 135:13 141:4,
7 149:9 154:6
meant 109:10
150:9
Mechanical 63:21
mechanism 146:25

mediation 52:4
71:11 73:17
101:13 192:1, 10
mediations 11:13
Melling 75:16
memo 175:7
mention 44:18
54:19 57:4 63:14
mentioned 41:3
58:22 65:7 75:9
145:8, 9 146:10
194:5
mentioning 70:16,
20
merit 32:12 121:19
135:4
merits 8:11 70:4
119:5 127:6, 8
157:16 187:11
MERIWETHER
185:10, 11, 17, 23
mesothelioma 10:23
mess 60:24
method 169:18
methodology 18:23
Miller 47:1
million 12:4 44:16
101:22
million-dollar 44:22
mind 35:16, 17
53:19
mind-boggling
74:16
mindset 19:7
mine 178:8
mined 130:21
miner 122:25
MINING 4:1 6:13
98:18 118:16, 20
128:17 130:20
133:3 165:15
minority 131:3, 5, 6,
7, 8 132:10
minute 26:12
38:15 84:7, 18
118:15 121:7
128:3 143:6, 22
145:14, 16 147:24
148:3 150:11
164:7 165:13

166:17 172:4
173:15 182:23
minutes 63:17
misconduct 135:5
misreading 62:12
mistaken 72:8
misunderstood
144:11
Model 107:13
modifying 41:4
MOHED 3:1 6:10
76:13, 24 165:14
moment 73:5 95:3
116:16 117:20
145:5 154:5 190:6
Monday 186:12
money 11:19 60:21
174:25
month 28:14, 15
192:11
months 32:22 33:3,
12 36:25 39:24
93:5, 9, 12, 13 95:18
moot 140:15
moral 46:22 96:4,
6, 7, 9, 21
MORGAN 3:1
52:20
motion 20:12 26:8,
10, 11, 25 27:12, 18,
23 28:1 29:6, 15
33:19, 20, 23 34:6
36:8 55:14, 15
56:6 59:20 67:13
68:4 72:2 76:2
78:20 92:18, 20
93:7, 15 95:16, 19
98:24 99:23, 25
104:6 108:5 109:2,
19, 20, 22 113:9, 12
120:2 124:17
137:1, 12 138:9, 11,
22, 25 139:3, 6, 9,
15, 19, 21, 24
141:24 142:13, 25
145:10, 23, 24
147:12, 15, 19
148:23, 25 149:5,
18 159:15, 18, 19
164:1 165:25

166:3, 5, 7, 8, 14, 15,
21, 23 167:19, 20
168:17, 20 169:1, 5,
7 171:19, 20, 23, 25
172:5, 6, 16, 17, 20,
23 173:8, 9 174:2,
3 175:5, 6, 9, 22
176:18, 19 177:2, 6,
7, 11, 14 178:9, 12,
17, 18, 19, 20, 21, 22,
25 179:11, 23
180:7, 16, 19, 20
182:8, 11 183:7, 11,
13, 20 184:2, 3, 12
186:15, 16, 22, 23
187:18 188:12, 20
189:1 192:12, 15
motions 26:2, 5, 7,
13, 18 27:10 29:2,
16, 20 30:3 34:8
35:20, 21, 22, 24
36:1 52:18 55:24
67:14 73:11 94:9,
11 131:10, 11
137:6, 17 143:10
145:4, 12, 19 146:4,
12 158:3 162:22
163:6, 13 165:5, 19
166:20, 24 167:7,
13 168:3 173:1, 6,
16, 24 174:14
181:14, 17, 18, 24
182:18 183:14
187:12 189:21
191:1
Motley 72:24
184:17
mounds 55:7
move 8:10, 25 9:12
18:11 54:13 64:3
148:16 192:12
moved 148:21
153:25
moving 24:23
74:20 193:4
Mullins 75:15
multiple 33:1
48:24 54:4
municipal 60:8
municipalities 60:23

Murdaugh 15:6 61:23, 25 62:3 127:3 MURPHY 4:1 MUTUAL 4:1 138:19 140:3	187:8 190:4 191:5 nefarious 128:12 negate 17:4 negatively 131:12, 25 Negligent 11:19 negotiate 16:4 neither 50:14, 15 194:8 Nelson 75:15 neutral 109:6 never 45:22 46:2 62:18, 24 63:3 84:4 85:15 89:24 91:14, 15 95:20 97:9, 12, 14, 25 98:6 100:18 101:11 124:19 130:21, 22, 24 136:11 148:14 167:12 nevertheless 8:8 NEW 4:1 14:8, 17, 25 15:19 31:12, 13 36:19 37:17, 23, 24 38:10, 13 39:6 42:24 43:7, 17, 22 47:12 50:1 51:9 55:23, 24 56:3 60:19 62:18 73:7 90:12 130:7 137:23 172:8 newly-formed 121:25 news 70:16, 20 184:18 Nexsen 75:14 nice 98:15 127:2 nightmare 67:25 nine 93:8, 12 149:2 nitpicking 179:18, 21 nitpicky 128:22 nit-picky 180:25 nods 162:8 no-no 157:8 nonparties 126:12 normal 18:10 24:11 100:19 141:1 normally 130:1	North 10:20 12:6 44:22 Notary 194:4, 15 notations 159:5, 12 note 60:3 158:14, 23, 25 159:1 174:4 175:7 noted 42:1 44:8 53:13 160:14, 16 161:5 162:1 173:20 189:6 Notice 35:3 38:6 47:16 91:6 111:21 177:10 178:11 noticed 148:11 noting 158:21 160:2 161:1 notion 17:13 notions 17:8 November 145:25 194:16 nuance 133:14 nuisance 11:19, 24 101:18 null 117:15 nullity 91:11 92:2, 25 93:18, 19, 22 95:3 97:23, 24 115:10, 12 177:12 number 29:9 31:20 32:20 35:4 49:18 80:3 84:4, 5 88:13 96:23, 25 97:2 154:9, 14, 16 191:10, 13 numbered 28:25 numerous 42:8 105:5, 13	obligation 42:3 63:5 obligations 14:2 63:5 observation 15:2 59:6 obtained 12:5 obviate 184:11 obviously 66:1, 13 occur 172:2 occurred 52:8 62:21 170:10 o'clock 129:25 October 28:7 odds 10:10 office 123:14 124:25 125:9 official 194:10 officially 192:3 Oh 66:11 90:10 101:24 113:25 120:12 182:5 185:8 old 46:9 163:3 169:19 once 60:16 80:4 106:9 107:18 165:4 170:13 ones 38:2 74:25 one-size-fits-all 54:7 ongoing 18:6 46:14 47:20 50:13 54:15 57:22 58:10, 13 onward 132:2 open 75:21 152:23 153:2, 4 159:22 160:1 162:15 173:20 operate 182:10 operated 10:20 64:20 73:6 operation 14:9 operations 42:10 134:20 operative 27:20 28:11, 15, 20 172:24 opinion 9:3 33:4, 8 37:3, 4 42:13 43:2 45:6 53:24 58:7

82:18 104:14, 15
110:8 112:5 189:22
opinions 32:23
33:11 39:23 62:14
103:16
opportunity 62:19
opposing 9:23
139:3
opposite 186:19
opposition 98:24
175:7, 8, 10 187:18
optimistic 75:5
oral 45:15 50:10
order 6:6, 18 7:17
17:11 22:1, 2, 9, 13,
15, 17 23:3, 5
24:25 26:24 28:22
29:4, 10, 11 30:9,
16 31:9, 12, 18
32:13 33:19, 20, 21,
22 34:5, 14, 15
35:2, 13 36:2, 20
37:5, 6, 17, 18, 25
38:4, 9, 10, 13
39:19 40:19 41:16
42:2 43:13, 17, 18,
21, 22 44:5, 12
45:13, 17, 25 46:4
47:12, 14, 21, 22, 23
48:1, 2, 4, 5 49:25
53:21 54:5, 13, 21
55:3, 20 59:8, 15,
16 63:25 71:21
72:17, 18 75:5
78:5 80:11 82:6
84:7 86:24 87:2, 5,
7, 9 88:14 89:9
91:5, 11, 15, 16
92:24 93:3, 19
94:20 95:2, 22
96:1, 2 97:23
100:9 103:25
104:14, 16 106:1
107:5 108:4, 11
110:4 112:6, 9
113:1, 4 114:9, 11
115:11, 12 116:4, 5
117:4 118:9
120:23 134:4, 9, 12,
24 136:3 137:4, 5,

16 142:14 145:8, 9,
25 146:11 155:25
156:8, 10, 11, 13, 16
157:8 166:25
172:8 181:13
182:16 184:8
187:21, 22 191:11
ordered 96:12
ordering 59:25
orderly 18:24
19:20
orders 6:14 25:16,
24 32:16 33:16, 24
34:4, 8, 24 36:17
38:13 47:8 54:10
64:3 87:15 96:24
99:20 112:3 177:10
organizations
164:18
organized 8:9
original 33:2 34:13,
14 42:25 44:4
47:21 56:2, 4
59:21 106:12
108:2 141:4, 9, 11,
15 161:16 165:10,
21
originally 102:17
119:8 147:10
ought 96:1 133:11
163:1, 12 164:25
169:16 188:4, 21
outlines 17:19
outs 89:25
outside 33:2 45:18
46:1 71:13
outstanding 186:2
overall 76:9 165:20
overturning 41:3
overwhelmed 74:6
owed 89:14 98:4
owned 131:2, 5
182:19
owner 131:6, 8
ownership 131:7

<P>
P.A 3:1 4:1
p.m 1:1 193:9
P.O 1:1

page 1:1 5:1
81:17 86:12 87:12
96:8, 20 116:25
131:20 194:6
pages 7:3 77:19
86:15 149:3
paid 11:21, 23
paint 61:4
papers 19:17 93:1
179:5 180:9
paragraph 71:21
119:17
parameters 135:2
pardon 95:6
Park 4:1 20:12
35:20 47:22, 23
48:1 54:20 55:11,
16 56:2, 18, 20
57:5 59:17 87:24
92:21, 24 93:4, 9,
19 94:10, 16, 18, 20,
21 95:6, 9, 11, 21
97:7, 22 98:23, 25
108:8, 9, 13, 14, 25
109:9 113:23
114:1, 3, 7, 8, 23, 25
115:12 116:5
117:4, 6 121:9
125:16 134:13
136:20, 22 137:2, 8,
9, 21, 22, 24 139:2,
8, 9, 11 140:7, 10,
12, 20, 21, 25 141:3,
4, 9, 11, 16, 20
142:18 143:1, 16,
20, 24, 25 144:16
145:7, 9, 13 146:1,
8, 10, 12, 17, 22
147:10, 14, 20
148:5, 9, 23 150:4,
8, 23, 24 151:10, 11
152:2, 23 153:2, 15,
16 155:1, 13, 17
157:14, 20, 23
158:2, 3, 7 159:3, 6,
8, 10, 15, 18, 19, 21,
24 169:22, 23, 24,
25 170:3, 5, 9
173:15, 17, 19, 22,
24 174:19, 21

181:5, 9, 11, 12, 14
182:1, 4, 6, 12
187:18 188:13
192:21
Parks 93:6 156:17
Park's 55:8
part 18:4 20:8
21:13 25:7 37:18
43:19, 20 44:19, 20
47:4 71:20 88:18
122:8 123:5
132:15, 24 141:1
142:20 148:13
163:22 164:5
166:5 168:16
169:9 170:22
172:23 179:5
180:10 188:22
190:12 192:10
parte 65:11, 13
66:6, 11 68:25
69:14, 23 100:3
126:17 127:8
participate 20:5, 8
71:17
participation 128:8
particular 9:20
10:1, 7 18:16, 17
20:20 42:17 45:19
64:25 142:24
144:20
particularly 14:7
31:20 77:19
133:21 157:22
particulars 68:18
parties 9:23
103:21 106:6
108:19 111:20
126:21, 24 140:4, 6
167:12 185:2
partner 145:11
parts 112:11
146:10 163:21
party 40:17 66:19
67:14 78:18, 21
79:11, 12 82:3
89:13, 14 92:16
100:15, 16, 19, 25
104:3 105:22, 25
109:7, 16 127:1

163:10 171:12
194:9
patience 126:1
192:24
patient 134:11
pay 45:22 63:2
78:3 83:16 84:8,9
89:14 105:25 106:7
paying 138:9
payments 11:24
Payne 49:8
pays 105:23
peace 13:19 95:17
peculiarities 16:8
penalized 45:21
pending 7:12 8:11
12:8 16:4 26:9
27:19 35:20,23,25
37:2 53:9 55:24
57:4 60:9 94:9,11
137:7,12,17
138:25 140:21,25
141:3,22 142:10,
13 145:22,24
146:3 159:9
165:19 171:25
172:3,4,17 173:17,
22 185:1 194:9
Penn 33:4,5 37:1,
8,16,17,19 39:8
40:4,5,6,10,17
41:4,6 42:2,15
51:2 52:1,2 77:5
85:12
people 14:7 31:4
47:15 74:17 89:20
90:4 129:17 168:1
perfect 192:16
peril 78:12,25
period 10:24 11:23
permission 24:18
29:25 174:13
permitted 32:25
person 83:17
107:11 114:16
127:2
personal 93:4,14
95:13 99:4 113:15
119:19,21 120:3,5
124:11 125:12,20,

22 126:7,10
131:10 153:16,20,
22 154:3,4,17
157:25 164:21
165:5,21 166:2
167:1 168:4
pertain 110:25
pertinence 94:14
PETER 2:1 3:1
13:7 15:4 68:22
petition 31:13 49:1,
12 54:19,22 59:17
85:17
petitioners 6:10
petitions 6:9 22:2
33:18 164:2
PFAS 60:9,11,24
65:21 67:1,25 68:7
phrase 87:11
piece 9:20 21:24
81:5 145:7,8
piecemeal 18:20
pieces 163:20
Pierce 75:15
place 14:24 22:11
23:3 28:18 30:17
41:23 43:5 73:23
76:12 97:10
163:12 186:24
190:25 191:4
placed 6:19 13:23
places 10:21
Plaintiff 2:1 61:11
99:21,24 100:7,13,
14,24 101:11
102:5 103:10
104:4,5,11,15
106:5 107:1 108:6,
14,17,23 109:17,
23 110:6 111:5,7
114:24 125:17
147:14,16 156:19
Plaintiffs 1:1 3:1
42:8 71:5 75:17,
23 100:8 122:12
192:6
plaintiff's 100:23
135:11 143:25
plan 24:17,21

Plant 58:17
platform 18:9 31:3
platinum 130:20
play 9:14 53:4,8
96:10
playground 175:14
PLC 2:1 4:1 98:1
117:10,13,14 131:5
pleading 180:21
pleadings 178:18
180:20 190:18
PLEAS 1:1
please 95:13 121:7
136:19 160:23
181:6
plenty 20:5 134:10
plow 115:21
point 21:12 28:14
32:6 40:23 54:18
67:2 77:14 78:14
84:24 86:20 89:24
93:1 96:3 99:8
108:2 109:24
124:1,17 126:17
129:16 134:1
149:16 150:5
159:2 168:19
170:21,24 181:5
182:15 183:2
189:10 190:19
pointed 14:12
33:17 35:8 53:24
54:11 99:22
113:11 120:23
points 14:17 60:13
89:22 92:20 98:11
policies 13:5,23
40:9 43:4 51:18
102:6 132:22
portion 105:17
position 11:13
24:7 64:2 82:4
99:15 108:20
122:7 127:23
132:17 177:11
positions 128:1
possible 191:3
possibly 93:20
pot 101:17
potential 192:1,2

power 41:16 81:19,
24
powers 41:13
PR 95:16 108:24
144:20 154:25
155:1
practical 101:3
162:10
practice 10:15
16:19 39:6
practiced 186:6
pray 18:11
preadmit 33:23
preceded 35:2
precedent 41:7
preclude 18:15
preconceived 17:8
predicate 164:24
183:6
prehearing 190:25
prejudgment 37:10
51:4 63:1 106:19
prejudice 71:8
73:4 85:20 137:19
192:3,7
preliminary 20:16
premature 177:2
189:11
premise 25:10
prepare 7:21
191:10,13
prepared 24:20
30:12 115:25
142:12 189:19
present 12:13,21,
23 62:17 127:23
128:21 129:5
189:19
presentation 190:3
presented 29:6
60:1 120:10
presumes 179:23
pretrial 186:8
187:6,8 190:23
192:21
pretty 110:21
125:8 149:2 165:1
previously 44:17
46:7

primarily 10:23
 11:22 16:23 73:23
primary 29:8
 173:5 175:16
prime 40:4
principal 19:9
principles 77:13
prior 38:12 108:10
privilege 135:8
Privileging 135:9
probably 29:12
 102:12 114:25
 149:23 175:15
 176:22 184:4 187:2
probate 95:12, 15
 144:3 154:2, 11, 22
 159:14 160:3, 5
probe 121:11
problem 103:23
 116:17 121:15
 124:7 134:8 142:9
procedural 170:1
 176:8
Procedure 41:11
 187:8
proceed 7:16
 19:20 21:18 24:16
 53:2, 3
proceeding 28:24
 47:25 91:10 183:9
proceedings 14:6
 194:5, 6, 8
proceeds 13:22
process 47:7 79:20
 95:21 97:9 101:7
 135:19, 21 136:4,
 10 154:20
produce 16:16, 17
products 122:25
 123:2
professional 71:15
 194:4, 14
proffered 5:1
progress 73:18
 87:22 132:2
prohibited 135:2
projected 143:4
 149:6
prominent 60:6

promise 179:2
 187:14
proper 9:25 41:21
 108:21 115:19
 116:1 121:17
 183:4, 7
properly 81:19, 25
 86:3 117:20
 127:14 133:9
 163:4 186:21
property 14:18, 25
 41:14 78:11, 24
 81:5 82:3
propose 24:23
 62:9 71:7 72:1
proposed 28:10
propriety 9:13
 20:18 133:15
 142:21 143:3
prosecute 43:24
protection 192:15
PROTOPAPAS 2:1
 3:1 13:8 32:7
 37:14, 20 39:25
 42:2, 7 43:23 44:5
 45:10, 12 48:3
 52:1 58:11 70:14,
 15, 19, 24 72:10
 74:15 75:3, 14
 76:6 108:9 112:25
 113:25 114:13
 115:7, 18 117:8
 121:1 139:18
 140:17, 21, 24
 141:6, 9, 13, 18, 23
 147:9, 13 153:7
 155:16, 25 161:9
 164:9, 11 165:8, 17,
 25 166:10 173:23,
 24 174:1, 15, 23
 175:6, 12, 15
 184:25 185:3
 192:5, 17, 22
provide 12:2 39:2
 87:22 113:14 192:9
provided 12:14, 24
 113:5, 17 127:18
provision 50:5
 56:25

provisions 57:18
proximate 164:21
public 97:16
 143:20, 23 152:6
 159:22 160:1
 194:4, 15
publicly 44:15
 66:14
publicly-traded
 130:19
published 32:23
 33:11 37:3 39:23
 45:6 62:13
pull 152:19
pulling 185:23
purported 97:19, 24
purports 117:9
purposes 34:17
 72:23
pursuant 36:16
 40:18, 19 44:4
 48:3 104:13
 106:15 110:4, 10, 24
pursue 81:19
pursuit 44:24
purvey 18:21
purview 100:7
 134:24
push 183:20
put 7:1 8:14 31:7
 35:10, 18 38:6
 47:15 76:3 77:14
 78:24, 25 99:1
 100:3 104:3, 4
 117:5 123:10
 124:3 125:24
 126:8 140:15
 143:5 177:4
 178:21 190:9
puts 166:8
putting 6:25 92:19
 122:21
< Q >
qualified 13:11, 20,
 25 16:3 73:5 75:1
question 9:21
 25:15 31:16 35:15
 43:22 56:14 59:8
 82:12, 15, 16 84:5

85:15, 24 104:2
 109:4 116:14
 130:15 131:9
 134:3, 7 155:13
 164:15 168:1
 175:24 190:20
questions 24:15, 23
 29:6, 14 32:2
 34:18 52:14, 16
 98:12 100:20
 115:5 129:22
 175:10 177:25
 178:2 191:8
quibble 179:3
 181:5
quick 63:14 125:25
Quickly 13:13
quietly 162:1
quite 29:5 62:4
 92:4
quote 93:10 94:25
 96:6, 9
quotes 92:19
< R >
race 168:5
races 136:9
raise 65:4 162:3
 178:2
raised 20:24 85:16
 100:20 162:18
 167:1 177:25 182:3
raises 175:8, 10
raising 166:13
random 67:9
rare 51:8
rarest 50:8
RAWL 4:1 98:15,
 16 100:11, 17
 101:1 102:8, 25
 103:14 105:3, 13,
 22 106:14 107:15,
 19, 25 109:18, 24
 110:9, 16, 19 111:3,
 7, 14, 19 112:5, 8,
 13, 16, 21 114:21
 116:3, 8, 12, 15, 24
 117:3, 8, 17, 25
 118:19, 22, 24
 119:7, 11, 13 121:4,

5, 6, 16, 19, 23
 122:13, 17, 23
 123:19, 25 124:10,
 14 125:1, 4, 15, 21,
 24 126:3, 9, 16
 127:10, 17 128:6,
 11 129:12, 16, 21,
 24 130:15 160:15,
 17 161:3, 5 168:10
 182:24 183:8, 10
 184:1, 9, 15
Rawlings 42:17, 23
Rawl's 76:22
 131:3 167:15
reach 11:2 72:20
 81:25
reached 73:3
 174:5, 6, 7, 16
reaches 155:8
read 24:24 31:7
 89:9 92:25 103:16
 112:5, 9 125:5
reading 49:24
 82:25 86:11 88:5,
 12 89:11 97:16
 111:12 171:4
 172:8, 10
reads 90:23, 24
reaffirmation 77:12
real 61:4 98:3
 107:13 125:25
realized 96:18
really 9:2 25:3
 27:11 29:7, 12
 47:11 50:24 73:22
 133:4 162:15
 163:1 164:2
 168:18 174:21
 186:24
reappoint 60:18
 62:1
reason 14:13 15:20
 16:18 18:1 103:22
 137:5 164:25
 165:1 178:7
 179:20 182:3
reasonable 28:12
reasoning 19:4
reasons 91:13
 103:20 108:14

115:24 132:19
 133:17 146:5
 154:23
recall 43:14 47:23
 58:5
received 8:16 48:9
 123:24
RECEIVER 2:1
 3:1 7:20 8:1, 7
 9:22 10:7, 8 13:2,
 7, 12 14:1 15:5, 13
 18:1 19:10, 15, 22
 22:8, 11, 12, 19
 23:4, 9, 17, 18, 19
 30:15 31:8, 14
 33:1 36:15, 21
 37:14 38:7, 8, 16,
 17 39:9, 13 40:20
 41:14 42:8 43:3
 44:1, 9, 15 45:3, 10,
 12 46:20 47:16
 49:16 50:6, 12, 20,
 22 51:4, 5, 7, 16, 17,
 19 54:20 58:11, 21
 59:25 60:14, 16, 18
 61:12 62:2, 25
 64:6, 7 68:5 74:10,
 21 77:8, 9, 14, 25
 78:2, 9, 18, 22 79:1,
 12, 13, 22 80:3, 6, 7,
 13, 15, 24 81:2, 19
 82:8, 17, 21 83:8
 84:2, 5, 14, 23 86:2,
 25 87:6, 25 88:4,
 15, 17 89:6, 7, 13
 91:5, 8, 12 92:10,
 14 93:16 94:17
 95:20 96:23 97:11
 98:5, 7, 25 99:20,
 23 100:1, 2, 15
 102:13, 14 103:8,
 19 104:1, 17, 25
 105:16, 23 106:2, 3,
 9, 10, 11, 13, 14, 17,
 19, 20 107:3, 6, 8,
 17, 18, 20 108:7, 11,
 13 109:3, 5, 8, 13,
 15, 19 110:4, 10, 15,
 23 111:1, 8, 9, 21
 112:18 113:6, 12,

16 114:5 115:11,
 23 116:18 117:1, 3,
 8, 9, 12, 14, 21, 22
 119:1, 2 120:4, 7,
 25 121:2 126:5
 131:18 133:8
 134:18 135:4, 25
 136:6 137:18
 138:22 139:6
 141:8 146:19
 147:9, 13, 19 148:6,
 22, 23 149:10, 15,
 19, 21 150:1, 3, 10,
 12, 14, 19 151:5
 153:8 155:18
 156:18, 23 167:22
 171:1 172:9
 176:24 180:23
 182:4 183:12, 19
 186:18, 21 187:1
 188:6, 22
receivers 74:25
 100:21
receiver's 13:3
 27:12 29:16 42:23
 44:24 68:8 80:14
 81:10 82:9 83:12,
 15 85:5 86:6, 14
 87:9 107:1 123:11
 139:14, 21, 24
 161:15 162:14
 186:17
Receivership 5:1
 7:22 10:1, 3, 11
 14:3, 16, 20 16:6
 17:22 18:3, 22
 23:7, 16 25:25
 26:9 29:21 30:23
 31:2, 9, 17 32:13,
 19 33:10 34:21
 36:13 41:12 44:23
 45:7, 20 47:3, 13,
 15 49:4 50:3, 6
 54:14 57:19 62:17
 67:10 73:14 77:23
 78:8, 13 82:2
 83:17 84:12, 25
 91:17 96:5 97:20,
 24 100:5 103:17
 104:4, 5, 7, 18

105:4 106:15
 109:20 113:9
 115:9 126:24
 129:7 133:16, 22
 134:4, 9, 12, 24
 137:18 141:2
 142:22, 25 145:11,
 23 166:22, 23
 167:8, 10 169:15
 172:6, 13, 17
 173:25 178:4, 25
 179:17, 23, 24, 25
 180:11, 16, 24
 182:8 183:4, 15
 186:15 188:7
 189:6 190:15
receiverships 7:19
 8:3, 5 9:14, 17
 13:18 14:14 15:17,
 21 16:12, 25 17:20,
 24 18:6 19:6
 20:18 23:2 30:8
 41:24 48:19, 21
 53:15 54:4, 9 57:8,
 9, 12 59:2 61:21
 62:10, 11 63:20
 64:20 72:14 75:11
 80:22 99:10, 14
 110:25 127:3
 129:2 162:12
receivership's 17:5
receivership-type
 157:2
receiving 64:11
recess 130:4
recognize 94:19
recognized 112:2
recommendations
 75:20
recommitment
 71:20, 23
reconsider 145:25
reconsideration
 145:10
record 24:24 35:10,
 19 37:19 43:19, 20
 59:19 65:17 66:4,
 24 68:13 91:9
 92:19 99:1 115:6
 125:25 138:15

140:15 143:16
144:12 152:6, 18,
19 155:11 157:21,
22 159:7, 22, 24
160:12 179:4
180:8 194:7
recorded 194:6
red 155:9
redirect 24:21
REES 4:1 98:17
refer 8:4 107:12
137:9
reference 22:6
referenced 36:1
referred 104:24
referring 88:21
refers 137:8
reflect 92:19
reflects 191:24
refusal 42:15 47:6
refuse 103:6
refuses 103:5
refusing 97:2
regard 16:25
23:16 67:15 69:22
105:11 110:16
127:13 133:18
regarding 32:25
37:7 45:6 48:19
52:18 54:23 59:9
61:17 67:10 96:25
97:5 116:4
regardless 50:4
136:2
regime 131:25
132:25 133:16, 19
Registered 194:2, 14
regular 12:11
17:16
rehash 107:25
rehearing 84:6, 24
reiterate 136:2, 12
reiterates 43:3
relate 54:8 85:7
related 7:24 21:10,
11 42:5 45:25
47:19 56:7 116:21
121:13 123:24
124:2 163:23 194:9
relates 85:20 97:19

relating 33:21 55:1,
24 81:25
relation 123:21
relationship 117:23
118:12 120:13
122:15 123:17
164:18
relatively 121:24
release 185:5
relevant 47:2 59:8,
22 127:4
relying 94:23
remaining 141:14
185:13
remains 58:11
90:24
remand 7:21 36:2
68:5 91:21 145:8, 9
remanded 6:22
7:23 8:25 19:21
34:2, 15 36:4 53:6
162:20, 21 164:1
165:8
remanding 6:7
35:2
remands 8:16
58:14
remark 66:2
remarks 20:16
61:16
remedy 50:18
104:19, 20 106:16
remember 37:11
remembers 34:7
113:11
remind 63:19
64:23
removed 68:9
132:6, 11
rendered 62:1
renew 166:6
rents 41:18
reopen 154:19
158:1
reopening 154:24
155:7
repealed 41:22
repealing 41:10
repeat 98:20 170:7

repetitively 162:19
reply 70:11 149:21
Report 5:1 7:21
18:2 25:9 27:9
28:13 30:7 34:18
35:24 48:18 87:22
127:18 131:21
181:18 184:24
185:4 187:24
191:14 192:17
REPORTED 1:1
93:9 95:7 113:17
144:1
Reporter 5:1
138:14 194:2, 4, 14
reports 17:16
33:14 53:19 55:5
73:8 95:9
represent 10:17
11:5 21:6 66:19
76:22 98:17
110:17, 18 118:16,
19 126:25 127:24
137:22, 24 138:4,
15, 18
representation
11:25
representative 93:4,
14 95:14 109:14,
17 153:17, 21, 23
154:3, 4, 15, 18
158:1
represented 69:11
137:11 146:9
representing 144:25
represents 60:7
67:1 174:3
request 14:16
25:17 78:10, 22
79:1, 4 91:20
106:25 110:7
183:10
requesting 78:21
110:6
requests 9:19
require 104:5
189:22
required 36:19
49:15 87:5 103:5
requirement 60:16

requirements 44:11
51:9 61:5
requisite 47:3
research 75:18
reserve 131:11
Resolute 72:21
75:8 174:17
resolution 173:22
174:11
resolve 71:18 74:8,
13 113:9 116:10
146:24 174:13
185:18 192:21
resolved 28:12
35:22, 24 48:14
55:9, 12 56:10, 15
93:11, 13 94:11
95:5, 7, 10, 19
109:2 111:17
139:11, 15, 16
142:16, 17 143:21,
25 146:11 150:8
151:2 155:22
157:10 159:11
173:18 181:16
185:2 186:7 187:2
190:24
resolving 92:10
respect 102:24
respected 65:7
respectfully 109:18
135:1
respond 62:22
76:9 96:12 103:5
158:23 168:8
responded 170:14
respondent 46:24
response 7:20
23:22 50:13 54:21
59:23 85:10 94:22
147:6 166:15 174:7
Responses 5:1
responsibilities 47:7
responsibility 14:23
149:6 152:2
165:19 167:22
responsible 83:17
171:9
responsive 43:4
187:22

rest 73:25 92:6 125:24 126:2 129:6 163:18 176:24 178:6 restrict 190:5 restricted 41:15 result 10:15 44:13 103:1 resulted 96:22 101:21 resulting 8:18 RET 1:1 retained 92:5 165:9 retiring 149:9 retreated 92:18 retroactive 155:4, 5 return 22:3 reveals 157:22 reversed 32:16 78:1, 6 81:16 reverses 38:12 review 99:19 reviewed 8:19 revised 46:4 revisit 91:21 96:1 131:10 168:19, 24 revisited 165:22 168:23 revisits 125:20 revolve 186:20 Rice 72:24 184:17 Richard 61:1 RICHLAND 1:1 152:10 159:25 173:19 rid 111:15 185:24 right 6:4 9:22 19:17 21:9 26:22 27:2 28:3, 5 29:23 31:11 33:6 39:4, 21 40:15 42:3, 20, 22 52:23 55:9 57:2, 6 58:8 64:13, 18, 22 65:5 66:17 68:2 72:9 76:7 77:18, 21 83:25 86:4 87:14 89:5 91:23 94:3, 6, 15 98:13 99:17 100:10 103:2, 3	107:24 109:22 113:24 114:1, 20, 23 116:14 117:2 118:18 121:18 123:5 125:14, 23 127:16 129:19 130:6 133:13 134:20 135:25 140:17 141:15 142:1 144:4 145:11 146:18 147:3, 5, 11, 18, 23 148:10, 13, 15, 19, 20 149:13, 17, 22, 24 150:18, 20 151:1, 8, 11, 12, 19, 25 152:16, 21 153:3, 5, 10, 17, 24 155:23 156:20, 25 157:3, 9 159:7 160:10 161:2 165:16 166:3, 9 170:11, 17 171:25 174:22 175:3, 5 179:8 181:11, 22, 24 182:22 185:16 187:1 188:9, 25 189:8 190:20 193:7 rightly 69:21 ripe 168:18 Robert 185:11 ROBINSON 3:1 21:18, 20 23:21 24:17 26:15 27:3, 16, 25 28:3, 6, 9 29:4, 18, 22, 24 30:12, 18, 24 31:6, 12, 25 32:5 33:7 38:19, 23 39:5, 12, 17, 22 40:3, 12, 16 42:20, 22 49:10 52:24 53:12 55:10, 14, 18, 22 56:8, 11, 16, 18, 22, 25 57:3, 15, 24 58:3, 9, 18 59:13 61:9 62:5 63:11 77:3 84:16, 19 90:23 95:23 104:19 147:5, 10,	16, 22 148:1, 4 161:7, 8, 23 162:7 Robinson's 69:18 role 13:12 room 90:4 rope 20:1 rotten 97:22 rounds 49:14 row 20:2, 4 RPR 1:1 RUBINSTEIN 4:1 rule 6:21 36:9 41:10, 12, 22 57:10 106:21, 23 126:24 137:16 146:3, 5 157:4 172:11 184:6 ruled 63:7 145:21 168:3, 21 rules 14:21 36:17 41:11 54:9 ruling 18:8 33:22 90:16 159:18 160:6 165:21 166:2 183:17 run 79:16 106:21 runway 75:24 < S > sad 70:2 sanction 92:5 sanctions 36:6 sand 95:1 SAS 6:11 sat 102:11 162:1 190:8 satisfactory 6:24 satisfy 9:1 14:2 74:1 78:12 141:20 149:11 165:6 satisfying 85:7 saw 43:21 69:12, 13, 16 95:8 190:8 SAWYER 4:1 20:10, 21 136:17, 18, 19, 24 137:9, 14, 23 138:11, 14, 18 139:8, 13, 21 140:1, 6, 11, 14 142:2, 3, 5, 7, 15, 20 143:7, 12 144:19 147:4	157:13, 17, 19 158:4, 11, 14, 19, 21 159:12 160:2, 9 173:16 174:3 175:20, 25 187:19 Sawyer's 144:6 174:8, 9 175:4 saying 66:8 71:22 81:14 82:17 83:5, 10, 21 84:22 85:8 86:5 100:24 108:12 114:4 121:8 127:10 128:7 129:4 138:3 150:7 153:12 159:20 179:3, 4, 22 180:22 181:7 says 12:12 30:14 31:8, 14 51:17 53:21 68:10 78:17, 21 79:24 80:13 81:16 82:2 84:7 86:24 87:4 88:2, 15, 22 90:5 91:7 92:21 94:18 95:12 105:5, 14, 16 107:19 117:12 122:23 145:18 152:6 155:4 160:7, 14 168:6 172:11 173:16, 17 scary 66:21 scenario 63:3, 6 Schedule 73:15 scheduled 72:8 76:5 scheduling 30:3 33:24 scoop 140:19 148:7 scope 22:21 23:11 77:23 86:14 87:9, 11 88:7, 24 134:12 167:21 168:17 169:15 SCOTT 4:1 130:11 scott.balber@hsfkra mer.com 4:1 scrape 101:15 scroll 118:3

SCULLY 4:1	September 63:22	SHERI 1:1 194:2,	93:5, 13 95:18
sea 95:2	145:24	14	slightly 189:9
seal 194:10	seq 106:24 110:11	shipmaster's 79:14	Sloan 75:15
searches 38:25	series 132:7	shocking 54:1	slow 82:13
searching 141:19	served 80:4, 15	shoes 109:9	small 11:18 124:1
162:16	81:3, 8 95:21 97:9,	short 31:16	SMITH 3:1 4:1
seat 148:2	14 98:3 106:10	short-cuttred 135:23	79:5 130:11
seats 20:6	113:19 135:22	shot 169:13 191:22	smoking 185:14
Second 22:15	136:3, 11 156:23	shoulder 14:22	sniping 71:23
49:23 82:13	service 11:8 97:25	show 67:2 104:15	so-called 20:25
Section 47:17	101:8 103:6	119:22 173:18	sold 130:22
50:20 63:20 78:14,	113:17 135:14	showed 152:25	sole 90:1 141:13
18, 20 86:14, 20	set 8:3 9:18, 19	showing 104:12, 13	176:2
87:3, 4, 17 88:12	13:20 18:23 19:2	shown 159:22, 24	solution 72:1, 5
106:18 137:8	29:15 75:1 87:10	sick 71:22	73:1 74:23
sections 105:13	146:4, 18 176:17,	side 9:12 19:17, 18,	solutions 71:25
see 7:16 14:8	21 178:5 179:6	25 74:18 89:20	74:1
19:23 67:3, 18, 20	180:4, 6 181:2	sides 186:19	solve 124:7
68:14, 16 98:16	183:9, 17, 22 184:2,	sidetracked 76:11	somebody 67:1
148:10, 24 152:19	3 186:9, 14 187:4,	significant 78:23	70:2 78:24 81:6
157:21 159:4	12 188:5	135:16	107:10 185:8
174:18 180:14	sets 191:11	significantly 131:18	somewhat 125:6
184:21 187:7	setting 18:25 30:2	signing 23:5	soon 66:14
190:23 191:19	settle 11:16 41:19	silence 95:17	sorry 26:17 55:19
seeing 71:22	74:21 101:25	144:11	88:5, 11 122:2
seek 120:8 135:25	121:6 152:14	silly 64:1, 23	152:10
seeking 114:16	settled 101:19	similar 9:19 13:9	sought 12:10
seeks 44:11	137:12 138:10	114:21	soul 180:1
seen 51:1 61:11	141:17, 18 151:23	similarly 127:20	sounds 171:23
90:25	settlement 13:20, 22,	simply 23:1 48:21	SOUTH 1:1 2:1
sees 30:2, 3	25 16:3 42:16	69:23 147:8 158:5	3:1 4:1 6:6 7:5
selected 191:2	73:6, 9 75:2 102:4	159:20	10:21 11:2 12:9,
selling 96:7 122:19	settlements 16:4	sincere 161:24	12, 15, 18 14:22
132:20	64:12, 16	single 36:20 38:1,	16:11 17:25 18:19
sending 35:5	settling 61:5	2, 11, 14 50:3	24:3, 4 41:11
senior 71:16	seven 6:7 7:8	singular 105:15	46:23 65:8 66:3
sense 38:4 62:14	8:16 19:20 22:2	sir 84:18 98:13	81:20 102:22
75:2 133:18	27:8 33:18 53:6,	121:7 129:23	106:17 119:24
162:10 172:4	10 58:14 94:3	158:20 184:10	120:11 122:10, 11
188:18 192:16	162:21 163:2, 6	sisters 193:1	123:2, 15 124:21,
sensible 8:9	164:2	sit 129:22 140:16	25 130:22 132:7,
sent 18:2 25:6, 13	SF&G 33:7	143:8 147:23	21 138:6 162:12
48:15 65:8 69:2, 3,	share 75:20	sitting 76:19	177:19 193:5
21, 22 92:6 94:4	shareholder 124:1	situation 22:5 54:6,	194:4, 11, 15
141:24 167:14	sheet 77:20 81:18	7 61:24 62:15	Southern 72:13
168:6	86:13 87:13 96:8,	67:11 92:10 97:22	Spartanburg 60:10
sentence 88:13	20	102:20, 21 165:4	95:12 144:2 152:9
separate 36:19	shelf 143:5	situations 57:19	160:5
42:24 99:13 167:8	shell 122:22 123:12	six 27:8 72:15, 18	spawn 85:21
169:9			

speak 67:12, 13 70:18 71:17 76:18 140:23 143:17 176:7	started 11:2 40:8 101:4 147:8 160:25 173:2	100:10 190:9	24 100:9 108:4 113:5
specific 20:11 22:10, 23 23:4, 12 30:16 31:22 32:1 36:1 40:6 52:21 53:9 79:23 81:5 87:6 88:9 89:3, 14 102:5 103:7, 8, 20 104:20 109:16 111:1	starts 25:14 106:5 STATE 1:1 12:13, 19, 21, 23 15:18 32:10 41:7, 25 46:23 61:1 62:12 63:7 64:20 67:10 75:12 79:21 194:4, 15	Street 1:1 3:1 4:1 stricken 91:9 strike 177:11 178:12, 17, 19, 21 179:11 180:19, 20, 22 182:11 184:13 186:23 188:13	suggest 129:1 189:15
specifically 26:7 35:14, 21 41:13 46:17 48:1 88:15 104:24 140:19 145:22	stated 25:20 27:6 45:20 46:8, 10	struggle 125:6 stuff 45:22 66:22 126:4 164:22 188:2, 4, 5, 8, 12, 14, 19	suggesting 109:21 128:12, 13
specifics 17:7 52:17 121:12	statement 80:21 statements 96:25 157:17	strokes 99:16 stroke 191:19	suggestions 19:19
spent 9:23	status 6:5 8:24 87:23 154:21 191:13	struggle 125:6 stuff 45:22 66:22 126:4 164:22 188:2, 4, 5, 8, 12, 14, 19	suing 40:6
spoken 70:4	statute 36:16 37:21 40:19 52:11 78:8, 13 79:10 80:13 81:13 83:6 89:12 104:18 105:5, 12, 14, 16, 17 106:15, 16 111:10 118:8 131:21 154:17 155:3	submit 17:16 59:5 135:1	suit 12:7
squabbles 60:20	statutes 54:8 57:16 104:5 105:8	submitted 52:15 53:19 60:4 69:23 127:7 159:14, 16	Suite 3:1 4:1
Stafford 65:1 70:21 71:11 72:2 73:3, 13 74:15 75:19 76:1 191:25 192:5, 13, 20	statutory 50:5 57:12, 18 78:15 105:10 106:24	subpoena 138:23 140:8 141:22	suits 24:7 43:3 101:9 167:23
stage 24:20 28:24 178:5	stay 179:10, 14	subpoenaed 140:7, 9	summary 37:7 43:12 168:17 188:20 189:1
stake 131:3, 5	stayed 58:17, 18, 25	subpoenas 139:9, 10, 22, 25 140:15	sums 13:24
stand 109:8 161:9 170:5	stems 70:16	Subsection 46:11 48:20, 21	supplement 114:2 169:6
stand-alone 43:13, 25	stenographically 194:6	subsequent 48:1	Supplemental 35:3 48:10, 13
standing 92:11, 12 112:17, 19, 21 113:7 115:8 120:5 128:16 129:17 163:13	step 20:23 52:5 171:22 172:21 188:15	substance 61:18 191:23	support 50:18 100:9
standpoint 120:22 125:11	stepping 136:25	substantial 132:1	supports 46:21
stands 177:3	sticks 101:17	substantive 164:4	suppose 81:4
Starr 49:2, 6, 8, 11, 15 63:20 71:12 85:16, 18, 21	stipulations 152:13	succession 24:9, 12	supposed 64:15, 16 77:15 109:6
stars 145:2	stop 19:1 35:5	SUCCESSOR 2:1	supposedly 93:15
START 1:1 19:22 24:14 25:10 32:14 101:3 129:4		sudden 107:8	Supreme 6:7 8:20 18:19 24:15 25:2, 11, 17, 25 26:23 28:13, 23 30:9 33:4, 10, 25 34:8, 11 35:5, 11, 17 36:18, 23 37:21 38:12 42:1 43:20 45:5, 9 46:16 47:13, 18 48:25 49:6, 11, 21 52:11, 15 53:14 54:3 55:5 58:6 61:17 63:8 65:10, 25 67:22 74:24 77:2, 13, 23 82:5, 7 83:5, 11, 14, 24 85:11 86:20 88:14 91:21 96:19 97:20 99:18 102:23 103:16, 25 104:21, 25 105:3 107:5 111:18
		sue 24:2 41:17, 20 154:14	
		sued 24:3 38:17 39:3 51:3 91:16 102:18 147:20 148:8 153:20 163:15	
		sufficient 22:16, 21 23:6, 10 87:8 88:6,	

120:22 127:19 134:14 137:4, 15 161:18 165:7, 9, 24 167:13 168:5 177:10, 19 178:1, 11, 14 181:13, 24 182:15 187:22 191:14 193:1, 6 sure 20:22 25:23 35:12 54:22 66:3, 23, 24 76:5 99:1, 3, 7 115:5 116:25 119:7 126:4 133:25 142:23 155:10 170:8 176:13, 14 177:9 180:8 188:17 189:19, 25 Surely 185:8 surrounded 9:3 survives 188:6, 22 190:15 suspect 164:3 sway 126:23 sworn 190:11 system 11:6 < T > tab 26:16, 17, 19 27:14 tack 188:12 tactic 18:12 take 7:7, 15 8:8 11:13 13:11 18:10, 24 20:1 22:10 24:6 30:17 46:3 52:5 60:22 63:17 73:7, 18 79:16 82:4 108:8 119:14 130:1 132:16 134:6, 20 143:10 145:1 146:12 159:3 166:4 168:6, 25 169:13 176:17 177:22 181:4 187:5 188:7 TAKEN 1:1 31:2 48:3 83:24 194:5 takes 49:12	talk 8:9, 24 9:12 21:22 26:3, 4 29:8, 25 33:14, 15 35:14 36:12 53:1 77:3, 4 88:19 118:14 142:2 162:10 165:12 169:14 178:24 179:11, 18 181:9 talked 32:8 47:5 59:21 71:5 77:4 96:4, 8 119:4 142:14 182:2 talking 8:21 9:24 11:24 18:21 26:14 30:8 38:3 41:1 45:16 55:16 56:6 85:2 94:21 96:16 98:11 110:13 139:19 156:5 161:25 166:9 167:23 171:21 176:8 178:24 talks 45:13 53:22, 25 57:11 79:14 targeted 7:7, 24 Tasha 7:11 tasked 75:17 tax 13:21 Taylor 37:13, 15, 16 39:10, 13, 15, 18 40:1, 7, 15, 16 42:19, 20 43:14 110:5 156:1 te 157:20 teed 19:12 tell 10:10 24:15 89:19 94:8, 14 142:12, 17 152:5 161:22 165:7 176:13, 14 181:22, 23 187:24 telling 94:19, 23 tells 78:19 temperature 71:25 Templeton 44:2 ten 58:24 tender 11:9 42:23 43:3 51:23 97:2	101:9 tendered 52:2, 6 tenders 38:24, 25 term 184:17 185:7, 13 186:3, 9, 13 terminate 95:13 106:1 terminated 93:15 105:24 terminates 95:16 terms 90:12 94:5 132:4 137:21 161:11 terrible 74:19 119:23 Thank 20:21 63:11 67:4 70:13 76:6 98:14 107:15 129:23, 24 130:8, 9 136:16 143:7, 13 144:14 152:24 157:11 160:9 161:3, 4, 5 162:8 175:25 182:20, 21 184:9, 15, 23 185:25 191:7 192:24 Thanks 20:23 193:7 THEILE 3:1 thereof 194:9 thermal 10:19 thing 7:1 8:23 17:8 22:14 30:5 49:23 53:5 60:15 64:23 65:6 70:2 85:25 92:1 97:5 101:18 114:4 116:10 117:23 118:14 121:15 125:13 126:13 130:14 132:13, 23 145:16 155:7 160:7 163:24 164:12 167:8 169:16 172:12 179:17 181:2 183:9 193:3 things 6:19 8:12, 13, 17 16:3, 4	18:15 22:7 35:9, 12 40:14 45:25 53:9 56:10 59:22 62:6 65:17 71:3, 13 80:12, 24 86:24 96:21 126:15 132:3 134:15, 17, 22, 25 144:25 147:7 160:25 161:9 162:18 167:1 170:1 173:7 176:21 177:5, 19 180:20 184:5 186:23 187:7, 13, 17, 20 190:24 191:2, 10 think 7:12 17:6, 10, 12, 18, 21, 25 18:18 20:3, 15 24:10 25:1, 4, 13, 22 26:1, 7 27:5, 19 29:5, 11 30:21, 22, 24 31:1, 6, 17, 20 32:2, 19 35:19 40:22 44:14 45:7 47:11 48:6 52:4 53:13 54:3, 5, 18, 24 55:25 56:3 57:16 58:20 59:3 61:14, 19 63:6 67:9, 24 68:25 69:20 70:2 71:20 72:19 75:9 77:2 82:5 84:10, 13 90:23 92:8 95:25 102:11 104:9 105:3 107:4 110:9, 19 114:5, 13 115:9, 20 119:17 120:12, 15 122:3 123:25 124:22 125:15, 21 126:19 127:1, 8, 11, 24 128:13 129:11, 14 130:16 131:13, 17 133:20 134:15 135:15, 25 155:9 157:13 161:8 162:4 164:13 165:23 167:19 168:16, 25 171:19 173:1 175:20

177:1, 24 179:4 181:1 183:2 185:19 187:5 188:1, 11, 19 189:21, 25 190:13 191:17 193:2 thinks 17:20 90:23 114:8 190:4 third 100:18 171:12 177:4 Third-Party 2:1 3:1 4:1 7:13, 25 9:19 10:3 14:16 17:22 20:18 29:17 55:25 56:3, 4, 7, 14 57:4 91:10 92:17 98:18 100:22 110:7 119:1, 3 138:24 147:12 156:19 169:3, 4 170:15 171:24 189:5, 12 thoroughly 176:1 thought 124:11, 14 thousands 7:2 three 22:7, 18 23:8 26:7 28:25 58:1, 3 71:9 73:2, 8 86:15, 19 95:11 96:21 97:2 144:2 173:1, 5 176:21 threshold 25:22 thrown 164:25 thrust 115:17 TIBBS 1:1 7:14 17:21 20:11, 14, 15 24:22, 25 26:24 27:1, 4, 13 30:8, 11, 22 33:15, 18 34:12 41:2, 9 48:4, 5 49:4, 15, 25 50:7 53:21, 22, 25 58:14 67:23 71:21 77:1 80:18 82:6 86:23, 24 87:11 90:16 91:6, 12, 14, 18 92:14 93:21 94:6, 19 95:5 97:19 98:2, 7, 19 99:11, 14 104:13 106:20	107:5 110:17 112:5, 6, 9, 17 115:10, 11, 19 117:15 120:23 121:10 126:18, 21, 22 127:1, 4, 13 135:20, 22 136:1, 3, 20 137:15 143:4 146:23 155:14, 18, 24 156:5, 17, 20, 24 161:11 165:8, 13, 18 166:20 169:20 170:6, 12, 13 171:1 172:17 173:12, 13 175:16 176:17 181:13 182:5, 10 186:14, 17, 22, 24 187:11 189:2, 5 191:11 Tiffany 79:5 TIME 1:1 9:23 10:22 11:1, 18 18:7 26:23 27:19 32:3 34:1 38:22 42:13 46:5 60:18 62:2 64:21 69:2, 4, 12, 16 74:20 85:25 90:8, 11 93:7 108:10, 17, 23 125:15, 18 136:14 142:4 145:17 146:6 154:16 159:11 163:12 194:5 timeline 95:8 timely 43:1 times 44:15 86:15, 19 111:21 125:5 tired 71:22 Title 57:23, 24 79:21 172:11 tmcvey@kassellaw.c om 3:1 TOAL 1:1 today 6:24 7:10 8:16, 22, 23 13:17 14:6 17:13 19:13 21:24 26:3 38:3 41:24 65:4, 21 67:3, 18 69:6, 12	70:10, 22 72:3, 20, 23 73:15 82:7 112:17 115:25 128:16 136:23 139:1, 2, 5 142:6 144:24 146:8, 14, 25 157:24 158:10, 13 159:19 160:6, 24 171:14 today's 142:7 TODD 3:1 76:13 143:18 176:7 todd.carroll@wbd- us.com 3:1 told 31:7 36:24 95:24 101:22 107:9 137:3 154:10 159:5 160:24 toll 174:20 192:7 tolling 71:8 135:10 150:15, 21 151:20 tomorrow 68:3 top 107:22 tort 12:22 15:23 60:6 81:7 152:11 total 150:9 totally 173:18 touched 51:1, 25 touchstone 133:11 town 185:17 track 12:10 trail 178:6 transcribed 194:6 transcript 194:7 transmitted 61:18 transpired 130:4 Travelers 33:6 70:25 71:2, 10, 15, 24 72:12, 22 75:6 76:1 174:5 192:11 Traveler's 72:25 73:12 tremendously 15:23 trial 25:3 37:12 46:22 52:4, 7 81:17, 18 150:10, 25 186:10 trials 8:11	tried 14:9 20:15 98:9 164:5 true 42:12 96:18 144:25 146:2 194:7 truly 13:1 19:2 try 60:11, 21 72:21 112:21 114:2 120:8 177:18 191:18 trying 25:7 31:22 40:9 46:2 60:24 62:3, 5 78:25 83:4 85:24 116:8 121:11 126:23 143:2 151:8 157:20 162:25 166:11 170:22 176:3 179:3 180:23 181:5 182:14 Tuesday 1:1 turn 19:14 76:8 164:7 turned 13:6, 14 14:25 Turner 45:7, 10 46:3, 22 58:10, 12 77:25 83:14 96:5, 10 Turner's 46:19 47:6 82:1 96:11 turns 89:25 twice 160:14 two 12:8 15:14 23:7 26:23 32:22 33:11, 23 34:4 35:20, 25 39:23 60:3 61:6 62:13 63:14, 17 68:9 73:18 76:24 84:3, 5 86:15 89:15, 16 96:25 108:19 132:10 145:12 154:16 177:5, 18 179:7 181:14 185:19 186:19 187:19 191:9, 13 type 50:15 typed 194:7

typical 151:13
170:17

< U >

U.S 32:9 119:25
ultimately 13:16
130:19 131:4
unaware 105:1
unclear 45:21
uncovered 102:15
underlying 42:16
56:18, 20 99:19, 21,
25 100:7, 13, 23, 24
101:12 108:6
112:20 113:22
114:3, 11 118:10
120:6, 19 121:1, 20,
22 122:24 150:24
152:24
understand 23:14
24:12 25:19 28:21
30:1 31:5, 19
39:10 64:10 67:19
76:16, 20 82:16
83:20 86:1, 9, 22
94:1 103:13
105:10 109:12
110:18 111:13
112:9 116:7, 8, 9
122:6 128:23
133:25 139:12
140:13 142:11
144:13, 22, 23, 24
145:22 146:15, 20
151:13 155:19
156:3 160:4, 13
161:21 170:8
171:6, 14 176:5
177:13 191:25
understanding
12:25 23:2 31:21
50:7 87:18 108:15
124:22 137:14
understands 158:6
understood 158:7
UNDERWRITERS
4:1 137:24
Underwrites 140:2
undisclosed 44:17

undo 62:6, 9
unfortunate 61:15
unfortunately 73:23
unhelpful 67:23
uniquely 13:11
United 123:8, 10
149:10
unjust 120:14
unjustly 45:1
120:16 122:18
unpaid 45:1
unproductively 9:9
unrelated 106:1
unwind 97:21
upcoming 192:1
upheld 43:12 46:4
49:21
upholding 103:25
use 15:17, 21 16:7,
13, 25 59:13 168:4
169:19 191:3, 5
uses 79:11
USF&G 43:8, 16,
24 44:1 77:6
usual 77:10

< V >
vague 122:5 134:19
Valek 152:24
valid 110:7
validity 118:4
162:23 170:2
value 11:20, 24
41:19
various 10:17 11:8
53:1 129:3 162:19
163:17, 20
vehicle 162:16
164:1, 3, 13, 16
165:11, 23 166:14
172:1 173:2 178:23
verdict 44:22, 25
79:7 101:22
versus 40:17 43:9,
16 79:5 141:4, 10
viability 169:3
171:23
viable 55:16
Vic 98:16 160:21
VICTOR 4:1

view 29:1, 14
52:14 83:24 127:2
Vincent 185:21
Virginia 46:8, 25
54:11
vociferously 20:25
void 62:11 64:15
98:9
voiding 49:16
voids 49:4
voluminous 160:22
voluntarily 137:18
volunteered 25:12
vrawl@grsm.com
4:1
vs 1:1

< W >
wait 84:7, 18 128:3
143:22 158:2
166:17 172:4
waiving 99:4 135:3,
8
walk 36:12 50:25
walking 19:23
want 6:24 7:6, 7,
15 8:8, 23 9:12
18:23 19:18 20:1,
12, 13, 21 33:14
35:12, 14 41:1
55:4 64:22 65:4, 6,
14, 16 66:3, 23, 24
67:12 70:7 72:23
73:12 74:14 76:22
91:17 92:18 99:1,
6 107:23, 25 108:1
110:2 115:5
116:24 117:11
118:14 126:10, 11
130:14 131:15
136:12 140:18, 19
142:1 143:14, 15
144:11 145:3
148:17 151:6, 16
154:6 155:10
157:17 158:23
163:9 168:14
169:8, 9, 12, 14
170:4 176:6
179:10, 12, 14, 18

180:1, 5, 9, 13, 22
181:3, 9 182:9, 25
185:19 189:18, 20,
25 192:11, 12, 14
wanted 63:13, 19
142:23 153:14
159:4, 20 185:12
191:1
wanting 168:19
wants 17:10 68:10
104:3 115:4
165:24 183:25
washed 95:2
water 60:8, 19
way 9:19 11:1
13:4 18:10 19:1, 3
22:3 38:15 41:4,
10 64:19 92:9
97:21 103:3
113:24 114:1
128:24 129:25
161:1 168:5
177:15 180:4, 21
181:1 190:11
ways 84:4
website 152:22
173:19
Wednesday 186:9
week 191:18
Welch 8:20 9:3
17:18 22:6, 16, 21,
22 23:6, 10, 11
25:21 26:22 31:21
41:2, 9 45:4, 6, 11
49:4, 14, 24 50:7,
24 51:11 53:24
54:12 59:7, 15
67:22 77:4, 11, 12,
17 79:24 80:21
81:15 82:2, 5, 9, 11,
17 83:6, 11, 14, 15,
18 84:6 85:1, 5, 7
86:7, 11, 18 87:8,
10 88:7, 8, 18, 24,
25 90:5, 8 93:21
96:3, 10 97:4, 18
104:14 107:9
113:6 118:7
134:14, 23 135:2

157:7 171:5 172:7
177:25
Welch's 78:3 81:22
Welcome 130:6
Well 20:3 21:8
26:15, 16 30:10, 24
34:4 37:2 40:14
42:4 44:14 46:6
48:22 52:23 54:18
55:8, 14 57:15
58:1 61:9 62:5
64:9 65:7 68:15
69:14 70:6 72:18
77:6 80:12 84:3
87:20 89:9 90:7,
15, 18 91:4 92:21
97:12, 13 102:10
108:4, 20 109:9
110:13 112:14
115:16 117:4, 13,
25 119:11 124:10,
24 134:3 136:8
142:19 156:4, 14
158:4 159:16
162:8 164:10
166:7 168:8 172:3
175:21 177:13
178:13 179:7, 16
181:8 188:5 189:4
190:2 193:2
well-known 13:8
15:6, 15
went 18:1 154:13
we're 8:21 13:18
18:5 20:3 21:20,
21, 24, 25 27:20
31:6 35:5 38:2
41:1 71:22 72:17
75:5 80:23 85:1
99:17 106:20
114:1 116:25
130:24 136:8
143:9 145:14
160:8 161:16
167:23 168:20
169:2 170:22
171:16 184:4
189:4, 19, 25
Wes 20:15 175:4,
18

WESLEY 4:1
136:19
we've 51:1 119:4
120:20 123:8
146:18 157:1, 13
176:10 178:24
188:1, 2
whatsoever 119:22
121:19 123:21
WHITE 3:1
Whittaker 58:15
wild 48:10
willing 101:17
win 125:21
winner 184:7
wit 176:2
withdrawn 94:12
174:4, 6
Witness 194:10
WOMBLE 3:1
word 79:8, 11
183:25
words 23:14 31:7
34:16 59:13 85:1
105:11 154:3
work 16:22, 24
22:9, 10, 12, 19, 22
23:9, 11 30:16, 17
33:1 71:1 75:7
87:1 88:4, 7, 16, 23,
24 89:7 127:24
131:13 132:1
151:6 186:6
worked 14:5
working 28:19
61:20 71:2 74:21
129:2 185:18, 24
works 39:1
world 74:18 77:11
80:23 83:23 85:11
129:8 130:23
138:8 152:9
worldwide 149:1
worry 137:21
181:23
worst 135:18
wrapped 163:7
Wright 46:25
wrinkle 23:23, 24
writing 180:15

written 37:4 42:13
45:22 145:1 164:23
wrong 19:18 78:24
79:1 111:25
125:10 171:4
177:22
**wsawyer@murphygr
antland.com** 4:1

< Y >
Yeah 28:8 59:12
66:8 69:9 112:14
124:13 149:4
153:3, 18 164:10
181:15 188:21
year 43:11
years 10:16 14:24
16:10, 19 37:2
40:11 45:22 46:9
101:5, 20 119:16
120:18 122:1
123:9 132:23 144:2
yesterday 48:25
49:13 61:16 65:10
85:18
YORK 4:1 15:19
younger 11:8

EXHIBIT 2

Park Estate Probate File (as of July 25, 2025)

* Admitted formally per order filed 7/14/21

21-1298



EXHIBIT A

Last Will and Testament

I, ISABELLA F. D. R. PARK, of Spartanburg County, South Carolina, declare this to be my Last Will and Testament, and I revoke all prior Wills and Codicils that I have made.

ITEM I

I direct that all my legally enforceable debts, secured and unsecured, including funeral expenses, any expenses of my last illness, and all expenses of the administration of my estate, be paid as soon after my death as is practicable. This provision shall not be construed to require the payment of any debt which may be barred by the statute of limitations or by a non-claim statute.

ITEM II

Except as may otherwise be provided herein, all estate, inheritance, succession or transfer taxes imposed by the laws of any domestic or foreign taxing authority at the time of or by reason of my death, including interest and penalties, if any (collectively, "death taxes"), including those death taxes payable with respect to assets which do not pass under this Will, shall be paid out of and charged generally against the principal of my residuary estate passing under Item V herein, without apportionment. In no event shall any amount not otherwise includable in my gross estate for federal estate tax purposes, nor any property traceable to any such amount, be used to pay death taxes.

ITEM III

I hereby make the following disposition of my tangible personal property:

A. I give and bequeath all of the tangible personal property that I own at my death, including any household furniture and furnishings, automobiles, boats, books, pictures, art objects, hobby equipment and collections, jewelry, wearing apparel and other articles of household or personal use or ornament, together with any airline frequent flier miles to my credit, in accordance with the terms of any written memorandum or list which I may attach to this Will, which list or memorandum shall be incorporated herein by reference. In default of a written memorandum or list, or to the extent that such list or memorandum does not completely dispose of my tangible personal property, then I give and bequeath said property to such of my children, FIONA R. WILEY, KEITH W. PARK, and ALASTAIR C. PARK, as shall survive me, in shares of substantially equal value, provided, however, the then living issue of a deceased child of mine shall take *per stirpes* the share their parent would have taken had he or she survived me.

21-1296

B. If any beneficiary herein has not reached legal age under the law of the jurisdiction in which the child is domiciled at the time of my death, then the person having legal custody of the child (i) shall represent the child in any division of the property, (ii) may give a binding receipt for and hold the child's share for his or her benefit, (iii) may sell any part or all of the share, and (iv) shall deliver the share or sale proceeds to the child before or when the child reaches legal age, all as that person considers advisable.

C. All costs of safeguarding, insuring, packing and storing my tangible personal property before its distribution and of delivering each item to the place of residence of the beneficiary of that item shall be deemed to be an expense of administration of my estate.

ITEM IV

I give and devise to my husband, ANDREW D. PARK, if he shall survive me, to have and to hold for and during his natural life, any interest which I own in the house and lot located at 244 Mills Avenue, Spartanburg, South Carolina, or in any other real property which I occupy as my primary residence at the time of my death, together with all policies of casualty insurance on such property, and I give and devise a vested remainder interest in said property in equal shares to such of my children as shall survive me, the then living issue of a deceased child of mine to take *per stirpes* the share their parent would have taken had he or she survived me.

ITEM V

I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, but not including any property over which I have a power of appointment, in equal shares to such of my children as shall survive me, the then living issue of a deceased child of mine to take *per stirpes* the share their parent would have taken had he or she survived me.

ITEM VI

I hereby nominate, constitute and appoint my son, KEITH W. PARK, of Central, South Carolina, as Executor of this my Last Will and Testament. If my said son predeceases me or elects not to accept this appointment or is for any reason ineligible or precluded from accepting this appointment, then I appoint my son, ALASTAIR C. PARK, of Alvin, Texas, as Executor. No Executor serving hereunder shall be required to provide a bond or other security.

ITEM VII

By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to Executors generally, my Executor is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of

21-12-96

this my Will: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions or divisions in cash or in kind or partly in each without regard to the income tax basis of such asset, and in general to exercise all of the powers in the management of my Estate which any individual could exercise in the management of similar property owned in his own right, upon such terms and conditions as to my Executor may seem best, and to make disclaimers and renunciations of any inheritance or other interest in property on behalf of me, my estate or any trust, to execute and deliver any and all instruments and to do all acts which my Executor may deem proper or necessary to carry out the purposes of this my Will, without being limited in any way by the specific grants of power made, without being limited by § 62-3-711(b) of the Code of Laws of South Carolina (1976), as amended, and without the necessity of a court order. All of the powers enumerated in § 62-3-715 of the Code of Laws of South Carolina (1976), as amended, are hereby incorporated by reference and granted to my Executor.

ITEM VIII

Despite the preceding provisions of this instrument, my Executor may elect to withhold any property otherwise distributable to a beneficiary who has not reached the age of twenty-one (21) years and may retain the property for that beneficiary in a separate trust named for the beneficiary, to be distributed to the beneficiary when he or she reaches the age of twenty-one (21) years, or before then if my Executor so elects, or my Executor may distribute any such property to a custodian to be designated by my Executor for such beneficiary under a Uniform Transfers or Gifts to Minors Act or similar applicable law. My Executor shall apply as much of the net income and principal of the trust so retained as my Executor believes desirable for the health, support in reasonable comfort, education, best interests, and welfare of the beneficiary for whom the trust is named, considering all circumstances and factors deemed pertinent by my Executor. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by my Executor. If the beneficiary for whom the trust is named dies before complete distribution of the trust, the remaining net income and principal of the trust shall be distributed to the beneficiary's estate.

ITEM IX

Any person may irrevocably disclaim and renounce any part or all of my estate, including any life estate, whether or not passing under this Will, to which such person is entitled. Any future interest in the property that takes possession or enjoyment following the interest disclaimed shall take effect as if the person making the disclaimer predeceased me, including the determination of subsequent takers and the vesting of their interest. This right to disclaim may also be exercised by the executor, administrator, guardian, committee, attorney-in-fact, or other legal representative of any person entitled to disclaim under this Will. In the event that any person disclaims any part or all of any bequest or devise, then I direct that such disclaimed property shall be disposed of as if such

21-1296

person had not survived me. In such event, the provisions of this Will shall control, and South Carolina Code § 62-2-603 (the "anti-lapse" statute) shall not apply in the construction of this Will.

ITEM X

If any beneficiary and I should die under such circumstances as would render it doubtful whether the beneficiary or I died first, then it shall be conclusively presumed that said beneficiary predeceased me. For all purposes hereunder, if a descendant of mine shall not survive me by ninety (90) days, such descendant shall be deemed to have predeceased me.

ITEM XI

In applying the provisions of this my Will, the following shall govern:

A. My husband's name is ANDREW D. PARK, and all references in this Will to my husband are to him only.

B. I have three (3) children, FIONA R. WILEY, KEITH W. PARK, and ALASTAIR C. PARK, and all references herein to my children are to them only.

C. For purposes of this Will, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" means all persons who are the lawful blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted, that person shall be considered a child of the adopting parent and the adopted child and any issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or parents, provided that legal adoption occurred before the person adopted attained legal age. For purposes of determining who is an issue of mine, a person born out of wedlock and those claiming through that person shall be deemed to be issue (1) of the natural mother and her ancestors, and (2) if the natural father acknowledges paternity, of the natural father and his ancestors, in each case unless a decree of adoption terminates such parent's parental rights. Half blood relations shall be treated as whole blood relations.

D. The term "*per stirpes*," as used herein, means in equal shares among living children of the person whose descendants are referred to and the descendants (taken collectively) of each deceased child of such person, with each deceased child's descendants taking by right of representation the share of such deceased child, and is intended to describe "taking by representation," as defined in the South Carolina Probate Code; except, however, that the division of shares shall be made at each generation regardless of whether there is surviving issue representing that generation. If no issue representing a generation are surviving, the number of shares for that generation shall equal the number of predeceased issue of that generation leaving surviving issue. If issue representing a generation are surviving, the number of shares for that generation shall equal the number of issue of that generation surviving, plus the number of predeceased issue of that generation leaving surviving issue. This definition of "*per stirpes*" is intended to state the common

214296

law definition of such term prior to the adoption of the South Carolina Probate Code in 1986, so that representation shall be calculated from the first generation below that of the person whose descendants are referred to, whether or not there is anyone in that generation living at the time of calculation.

E. A person in gestation who is later born alive shall be treated as alive during the period of gestation for purposes of determining (1) whether any person has died without leaving issue surviving him or her; (2) the right to distributions on the termination of a trust created under this instrument; and (3) any person's right to share in required principal distributions, though for all other purposes such person's rights accrue only from the date of birth.

F. The term "Executor" shall include the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Executor named herein, and to any successor or substitute Executor acting hereunder, and such successor or substitute Executor shall possess all the rights, powers and duties, authority and responsibility conferred upon the Executor originally named herein. The term "Executor" shall have the same meaning as the term "Personal Representative," as defined by the South Carolina Probate Code.

G. Any property devised or bequeathed to a beneficiary under this Will who does not survive me and for whom no effective alternative provision has been made shall pass as part of my residuary estate and shall not pass pursuant to the anti-lapse statute of any state.

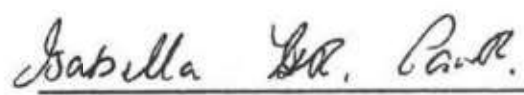
H. Reference to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of my death.

I. Whenever the context requires, the masculine gender includes the feminine or neuter, and vice versa, and the singular number includes the plural, and vice versa.

ITEM XII

This Will and any trusts created hereby shall be construed, regulated and governed by and in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County of Spartanburg, State of South Carolina, this 12 day of September, 2002, in the presence of two witnesses whose signatures hereinafter appear and who, at my request and in my presence, and in the presence of each other, have affixed their signatures as witnesses to this Will.

 (SEAL)
ISABELLA F. D. R. PARK

fwl
tsc

Signed, sealed, declared and published by ISABELLA F. D. R. PARK as her Last Will and Testament, in the presence of us, the subscribing witnesses, who, at her instance and request, and in the presence of each other, have hereunto set our hands and seals the day and year aforesaid.

James W. Mac of Spartanburg, S. C.
Theresa B. Lassiter of Spartanburg, S. C.

21-1296

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROOF OF WILL

We, ISABELLA F. D. R. PARK and JAMES W. SHAW, the testatrix and at least one of the witnesses, respectively, whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that the testatrix signed and executed this instrument as her Last Will and Testament and that she signed willingly (or willingly directed another to sign for her), and she executed it as her free and voluntary act for the purposes therein expressed, and that each of the witnesses, in the presence and hearing of the testatrix, signed the Will as witness and to the best of the witness's knowledge, the testatrix was at that time eighteen years or older, of sound mind, and under no constraint or undue influence.

Isabella F. D. R. Park
ISABELLA F. D. R. PARK

James W. Shaw
JAMES W. SHAW

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by ISABELLA F. D. R. PARK, the testatrix, and SUBSCRIBED AND SWORN TO before me by JAMES W. SHAW, witness, this 12th day of September, 2002.

Theresa B. Lassiter
Notary Public for South Carolina
My commission expires: 6-30-03

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

In Re: Estate of Isabella F. D. R. Park,
deceased

Keith W. Park,

Petitioner,

vs.

Fiona R. Wiley and Alastair C. Park,

Respondents.

21-1296
IN THE PROBATE COURT

SUMMONS

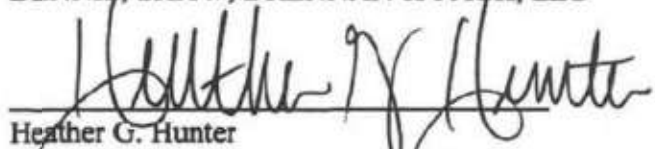
Probate File No. 2021ES42 01296



To the above-named Respondents in this action:

YOU ARE HEREBY SUMMONED and required to answer the Petition in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Petition on the undersigned at its office at Spartanburg, SC, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Petition within the time aforesaid, the Petitioner in this action will apply to the Court for the relief demanded in the Petition.

DENNIS, SHAW, DRENNAN & PACK, LLC

By: 

Heather G. Hunter
P.O. Box 891 (103 Lafayette Street)
Spartanburg, SC 29304-0891
(864) 582-0708
Attorneys for Petitioner

June 17, 2021

21-1296

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

In Re: Estate of Isabella F. D. R. Park,
deceased

Keith W. Park,

Petitioner,

vs.

Fiona R. Wiley and Alastair C. Park,

Respondents.

IN THE PROBATE COURT

PETITION

Probate File No. 2021ES42 01296



PETITIONER would respectfully show unto the Court:

1. Isabella F. D. R. Park (the "Decedent") died testate a resident of Spartanburg County, South Carolina on June 9, 2021, leaving a Last Will and Testament dated September 12, 2002 (the "Will"), a copy of which is attached hereto and made a part hereof as Exhibit A.
2. Petitioner Keith W. Park is a surviving adult child of the Decedent. Respondents Fiona R. Wiley and Alastair C. Park are also surviving adult children of the Decedent. The Decedent has no predeceased children. The Decedent was predeceased by her spouse, Andrew D. Park. The Decedent's children constitute all of the intestate heirs of the Decedent.
3. The Decedent named her son, Keith W. Park, as Personal Representative and he has applied to the Spartanburg County Probate Court to be named as Personal Representative of Decedent's estate.
4. The devisees under the Decedent's Will are her adult children, Keith W. Park, Fiona R. Wiley, and Alastair C. Park.
5. Despite diligent efforts, Petitioner has been unable to locate the original Will of Decedent. Petitioner is informed and believes that the Decedent's original Will was kept in her home, where she has lived since 1972, but he has been unable to locate the original. Petitioner is further informed and believes that the original Will has been inadvertently misplaced or lost.
6. Petitioner is informed and believes that Decedent did not intend to revoke or destroy her Will but that the original Will was destroyed, misplaced or otherwise lost inadvertently without the knowledge of Decedent.

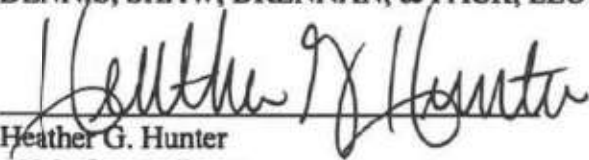
21-1296

WHEREFORE, Petitioner prays that this Court:

- a. Issue its Order admitting the photocopy of Decedent's Will as the Decedent's Last Will and Testament and duly appoint Keith W. Park as Personal Representative of the Estate of Isabella F. D. R. Park.
- b. For such other and further relief as this Court deems just and proper.

DENNIS, SHAW, DRENNAN, & PACK, LLC

By:



Heather G. Hunter
103 Lafayette Street
P.O. Box 891
Spartanburg, SC 29304-0891
(864) 582-0708
Attorneys for Petitioner

June 17, 2021

21-1296

EXHIBIT A

Last Will and Testament

I, ISABELLA F. D. R. PARK, of Spartanburg County, South Carolina, declare this to be my Last Will and Testament, and I revoke all prior Wills and Codicils that I have made.

ITEM I

I direct that all my legally enforceable debts, secured and unsecured, including funeral expenses, any expenses of my last illness, and all expenses of the administration of my estate, be paid as soon after my death as is practicable. This provision shall not be construed to require the payment of any debt which may be barred by the statute of limitations or by a non-claim statute.

ITEM II

Except as may otherwise be provided herein, all estate, inheritance, succession or transfer taxes imposed by the laws of any domestic or foreign taxing authority at the time of or by reason of my death, including interest and penalties, if any (collectively, "death taxes"), including those death taxes payable with respect to assets which do not pass under this Will, shall be paid out of and charged generally against the principal of my residuary estate passing under Item V herein, without apportionment. In no event shall any amount not otherwise includable in my gross estate for federal estate tax purposes, nor any property traceable to any such amount, be used to pay death taxes.

ITEM III

I hereby make the following disposition of my tangible personal property:

A. I give and bequeath all of the tangible personal property that I own at my death, including any household furniture and furnishings, automobiles, boats, books, pictures, art objects, hobby equipment and collections, jewelry, wearing apparel and other articles of household or personal use or ornament, together with any airline frequent flier miles to my credit, in accordance with the terms of any written memorandum or list which I may attach to this Will, which list or memorandum shall be incorporated herein by reference. In default of a written memorandum or list, or to the extent that such list or memorandum does not completely dispose of my tangible personal property, then I give and bequeath said property to such of my children, FIONA R. WILEY, KEITH W. PARK, and ALASTAIR C. PARK, as shall survive me, in shares of substantially equal value, provided, however, the then living issue of a deceased child of mine shall take *per stirpes* the share their parent would have taken had he or she survived me.

J. D. R. Park

W. Park

21-1296

B. If any beneficiary herein has not reached legal age under the law of the jurisdiction in which the child is domiciled at the time of my death, then the person having legal custody of the child (i) shall represent the child in any division of the property, (ii) may give a binding receipt for and hold the child's share for his or her benefit, (iii) may sell any part or all of the share, and (iv) shall deliver the share or sale proceeds to the child before or when the child reaches legal age, all as that person considers advisable.

C. All costs of safeguarding, insuring, packing and storing my tangible personal property before its distribution and of delivering each item to the place of residence of the beneficiary of that item shall be deemed to be an expense of administration of my estate.

ITEM IV

I give and devise to my husband, ANDREW D. PARK, if he shall survive me, to have and to hold for and during his natural life, any interest which I own in the house and lot located at 244 Mills Avenue, Spartanburg, South Carolina, or in any other real property which I occupy as my primary residence at the time of my death, together with all policies of casualty insurance on such property, and I give and devise a vested remainder interest in said property in equal shares to such of my children as shall survive me, the then living issue of a deceased child of mine to take *per stirpes* the share their parent would have taken had he or she survived me.

ITEM V

I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, but not including any property over which I have a power of appointment, in equal shares to such of my children as shall survive me, the then living issue of a deceased child of mine to take *per stirpes* the share their parent would have taken had he or she survived me.

ITEM VI

I hereby nominate, constitute and appoint my son, KEITH W. PARK, of Central, South Carolina, as Executor of this my Last Will and Testament. If my said son predeceases me or elects not to accept this appointment or is for any reason ineligible or precluded from accepting this appointment, then I appoint my son, ALASTAIR C. PARK, of Alvin, Texas, as Executor. No Executor serving hereunder shall be required to provide a bond or other security.

ITEM VII

By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to Executors generally, my Executor is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of

this my Will: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions or divisions in cash or in kind or partly in each without regard to the income tax basis of such asset, and in general to exercise all of the powers in the management of my Estate which any individual could exercise in the management of similar property owned in his own right, upon such terms and conditions as to my Executor may seem best, and to make disclaimers and renunciations of any inheritance or other interest in property on behalf of me, my estate or any trust, to execute and deliver any and all instruments and to do all acts which my Executor may deem proper or necessary to carry out the purposes of this my Will, without being limited in any way by the specific grants of power made, without being limited by § 62-3-711(b) of the Code of Laws of South Carolina (1976), as amended, and without the necessity of a court order. All of the powers enumerated in § 62-3-715 of the Code of Laws of South Carolina (1976), as amended, are hereby incorporated by reference and granted to my Executor.

ITEM VIII

Despite the preceding provisions of this instrument, my Executor may elect to withhold any property otherwise distributable to a beneficiary who has not reached the age of twenty-one (21) years and may retain the property for that beneficiary in a separate trust named for the beneficiary, to be distributed to the beneficiary when he or she reaches the age of twenty-one (21) years, or before then if my Executor so elects, or my Executor may distribute any such property to a custodian to be designated by my Executor for such beneficiary under a Uniform Transfers or Gifts to Minors Act or similar applicable law. My Executor shall apply as much of the net income and principal of the trust so retained as my Executor believes desirable for the health, support in reasonable comfort, education, best interests, and welfare of the beneficiary for whom the trust is named, considering all circumstances and factors deemed pertinent by my Executor. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by my Executor. If the beneficiary for whom the trust is named dies before complete distribution of the trust, the remaining net income and principal of the trust shall be distributed to the beneficiary's estate.

ITEM IX

Any person may irrevocably disclaim and renounce any part or all of my estate, including any life estate, whether or not passing under this Will, to which such person is entitled. Any future interest in the property that takes possession or enjoyment following the interest disclaimed shall take effect as if the person making the disclaimer predeceased me, including the determination of subsequent takers and the vesting of their interest. This right to disclaim may also be exercised by the executor, administrator, guardian, committee, attorney-in-fact, or other legal representative of any person entitled to disclaim under this Will. In the event that any person disclaims any part or all of any bequest or devise, then I direct that such disclaimed property shall be disposed of as if such

person had not survived me. In such event, the provisions of this Will shall control, and South Carolina Code § 62-2-603 (the "anti-lapse" statute) shall not apply in the construction of this Will.

ITEM X

If any beneficiary and I should die under such circumstances as would render it doubtful whether the beneficiary or I died first, then it shall be conclusively presumed that said beneficiary predeceased me. For all purposes hereunder, if a descendant of mine shall not survive me by ninety (90) days, such descendant shall be deemed to have predeceased me.

ITEM XI

In applying the provisions of this my Will, the following shall govern:

A. My husband's name is ANDREW D. PARK, and all references in this Will to my husband are to him only.

B. I have three (3) children, FIONA R. WILEY, KEITH W. PARK, and ALASTAIR C. PARK, and all references herein to my children are to them only.

C. For purposes of this Will, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" means all persons who are the lawful blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted, that person shall be considered a child of the adopting parent and the adopted child and any issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or parents, provided that legal adoption occurred before the person adopted attained legal age. For purposes of determining who is an issue of mine, a person born out of wedlock and those claiming through that person shall be deemed to be issue (1) of the natural mother and her ancestors, and (2) if the natural father acknowledges paternity, of the natural father and his ancestors, in each case unless a decree of adoption terminates such parent's parental rights. Half blood relations shall be treated as whole blood relations.

D. The term "*per stirpes*," as used herein, means in equal shares among living children of the person whose descendants are referred to and the descendants (taken collectively) of each deceased child of such person, with each deceased child's descendants taking by right of representation the share of such deceased child, and is intended to describe "taking by representation," as defined in the South Carolina Probate Code; except, however, that the division of shares shall be made at each generation regardless of whether there is surviving issue representing that generation. If no issue representing a generation are surviving, the number of shares for that generation shall equal the number of predeceased issue of that generation leaving surviving issue. If issue representing a generation are surviving, the number of shares for that generation shall equal the number of issue of that generation surviving, plus the number of predeceased issue of that generation leaving surviving issue. This definition of "*per stirpes*" is intended to state the common

214296

law definition of such term prior to the adoption of the South Carolina Probate Code in 1986, so that representation shall be calculated from the first generation below that of the person whose descendants are referred to, whether or not there is anyone in that generation living at the time of calculation.

E. A person in gestation who is later born alive shall be treated as alive during the period of gestation for purposes of determining (1) whether any person has died without leaving issue surviving him or her; (2) the right to distributions on the termination of a trust created under this instrument; and (3) any person's right to share in required principal distributions, though for all other purposes such person's rights accrue only from the date of birth.

F. The term "Executor" shall include the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Executor named herein, and to any successor or substitute Executor acting hereunder, and such successor or substitute Executor shall possess all the rights, powers and duties, authority and responsibility conferred upon the Executor originally named herein. The term "Executor" shall have the same meaning as the term "Personal Representative," as defined by the South Carolina Probate Code.

G. Any property devised or bequeathed to a beneficiary under this Will who does not survive me and for whom no effective alternative provision has been made shall pass as part of my residuary estate and shall not pass pursuant to the anti-lapse statute of any state.

H. Reference to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of my death.

I. Whenever the context requires, the masculine gender includes the feminine or neuter, and vice versa, and the singular number includes the plural, and vice versa.

ITEM XII

This Will and any trusts created hereby shall be construed, regulated and governed by and in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County of Spartanburg, State of South Carolina, this 12 day of September, 2002, in the presence of two witnesses whose signatures hereinafter appear and who, at my request and in my presence, and in the presence of each other, have affixed their signatures as witnesses to this Will.

Isabella F. D. R. Park (SEAL)
ISABELLA F. D. R. PARK

*ful
78*

Signed, sealed, declared and published by ISABELLA F. D. R. PARK as her Last Will and Testament, in the presence of us, the subscribing witnesses, who, at her instance and request, and in the presence of each other, have hereunto set our hands and seals the day and year aforesaid.

James W. Mc of Spartanburg, S.C.
Theresa B. Lassiter of Spartanburg, S.C.

21-1296

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROOF OF WILL

We, ISABELLA F. D. R. PARK and JAMES W. SHAW, the testatrix and at least one of the witnesses, respectively, whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that the testatrix signed and executed this instrument as her Last Will and Testament and that she signed willingly (or willingly directed another to sign for her), and she executed it as her free and voluntary act for the purposes therein expressed, and that each of the witnesses, in the presence and hearing of the testatrix, signed the Will as witness and to the best of the witness's knowledge, the testatrix was at that time eighteen years or older, of sound mind, and under no constraint or undue influence.

Isabella F. D. R. Park
ISABELLA F. D. R. PARK

James W. Shaw
JAMES W. SHAW

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by ISABELLA F. D. R. PARK, the testatrix, and SUBSCRIBED AND SWORN TO before me by JAMES W. SHAW, witness, this 12th day of September, 2002.

Theresa B. Lassiter
Notary Public for South Carolina
My commission expires: 6-30-03

STATE OF SOUTH CAROLINA

COUNTY OF: SPARTANBURG

IN THE MATTER OF:
ISABELLA F. D. R. PARK
(Decedent)

IN THE PROBATE COURT

21-1296

CASE NUMBER: 2021ES42 01296

***COMPLETE THIS SECTION ONLY IF FILING PETITION
FOR FORMAL TESTACY AND/OR FORMAL APPOINTMENT**

*Keith W. Park,

Petitioner(s)

vs.

*Fiona R. Wiley and Alastair C. Park,
Respondent(s)



APPLICATION FOR INFORMAL

- ☐ PROBATE OF WILL
☒ APPOINTMENT

(check any that apply)

***PETITION FOR FORMAL**

- ☒ TESTACY
☐ APPOINTMENT

If this is a formal filing, please explain on page 4 or attach pleadings pursuant to SC Rules of Civil Procedure.

***NOTE: IF THIS IS A FORMAL PROCEEDING, IN ADDITION TO THIS FORM PETITION, YOU MUST ALSO FILE A SUMMONS (FORM SCCA 401PC), AND PAY THE STATUTORY FILING FEE OF \$150.00. A HEARING IN THE PROBATE COURT ON THE PETITION MAY BE REQUIRED.**

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Applicant/Petitioner(s): Keith W. Park

Address: 109 S. Spring Street, Central, SC 29630

Telephone (Work): _____

(Home): _____

(Cell): (864) 710-8970

Email: _____

Relationship to Decedent: Son; named as Primary Personal Representative

2. Decedent Information:

Full Legal Name
(including all known names): Isabella F. D. R. Park

Date of Birth: 1931

Date of Death: June 9, 2021

Age at Date of Death: 90

3. Venue for this proceeding is proper in this County because:

- ☒ Decedent was domiciled in this County at date of death:
Address: 200 Fortress Drive, Inman, SC 29349 County: Spartanburg State: South Carolina
- ☐ Decedent was not domiciled in South Carolina, but property of Decedent was located in this County at date of death at:
Address: _____ County: _____ State: South Carolina
- ☐ Decedent has a right to take legal action in this County because:

If the above address is the address of a nursing home, prison, or other residential facility, please give the last address of the Decedent prior to entering a facility: 244 Mills Avenue, Spartanburg, SC 29302

4(a). Names and addresses of beneficiaries (devisees) named in the Will.

21-12-96

Full Legal Name (including all known names)	Year of Birth	Full Address	Email Address	Relationship to Decedent
Andrew D. Park				Predeceased Spouse
Fiona R. Wiley	Over 18	PO Box 26642 Greenville, SC 29616		Daughter
Keith W. Park	Over 18	109 S. Spring Street Central, SC 29630		Son
Alastair C. Park	Over 18	4925 FM 517 Road Alvin, TX 77611		Son

☐ See attached for additional devisees (check if applicable).

4(b). Names and addresses of intestate heirs who are not devisees (persons who inherit if Decedent left no Will).

Full Legal Name (including all known names)	Year of Birth	Full Address	Email Address	Relationship to Decedent
None				

☐ See attached for additional intestate heirs (check if applicable).

4(c). Did all of the above persons survive one hundred and twenty (120) hours since the death of Decedent?

☒ YES ☐ NO If no, please explain on page 4.

5. Did Decedent have any change of marital status or the birth or adoption of any children after execution of this Will, if one exists, or has any child of the Decedent been born since his/her death, or is any birth of a child of the Decedent anticipated? (This includes illegitimate children.)

☒ NO ☐ YES If yes, please explain, on page 4.

6. To the best of your knowledge, was the Decedent a patient in a non-private State of South Carolina mental health facility during his/her lifetime?

☒ NO ☐ YES If yes, please explain, on page 4.

7. Has a Guardian or Conservator ever been appointed by a Court for this person?

☒ NO ☐ YES If yes, please explain on page 4.

8. Has a Personal Representative of the Decedent been appointed prior to this date by a Court in this state or elsewhere?

☒ NO ☐ YES If yes, please state details, including name and address of such Personal Representative on page 4.

9. Have you received or are you aware of any Demands for Notice (FORM #111ES) of any probate or appointment proceeding concerning the Decedent that may have been filed in this state or elsewhere?

☒ NO ☐ YES If yes, please state details, including names and addresses on page 4.

10. Have more than ten (10) years passed since the Decedent's death?

☒ NO ☐ YES If yes, please state circumstances authorizing tardy probate on page 4.

21-12-96

11(a). Did the Decedent own probate real estate?

☐ NO ☒ YES If yes, an approximate value of \$TBD (Note: A complete inventory of probate assets with fair market values is to be filed after Personal Representative is appointed.)

11(b). Did the Decedent own probate personal property?

☐ NO ☒ YES If yes, an approximate value of \$TBD (Note: A complete inventory of probate assets with fair market values is to be filed after Personal Representative is appointed.)

11(c). Are you seeking appointment as Personal Representative in order to pursue civil litigation on behalf of the Decedent's estate? Is there a civil litigation attorney?

☒ NO ☐ YES If yes, please provide the name of the civil litigation attorney: _____

11(d). At the time of Decedent's death, was he or she involved in any pending civil litigation? Is there a civil litigation attorney?

☒ NO ☐ YES If yes, please state the circumstances and name of attorney on page 4.

11(e). If you answered NO to questions 11(a) - 11(d) above, but are seeking the appointment of a Personal Representative, please explain why the appointment is requested on page 4.

12. Have you made a diligent search for a Will of the Decedent?

☒ YES
☐ NO If no, please explain on page 4.

II. IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the Decedent's Will:

- ☐ The original is attached.
- ☐ The original is in the Court's possession.
- ☐ An exemplified (authenticated) copy of a Will probated in another jurisdiction is attached.
- ☐ An exemplified (authenticated) copy of a Will not probated in another jurisdiction is attached.
- ☒ The original of the Will is lost, destroyed, or otherwise unavailable, however, a copy or a description of its contents is attached. (for formal proceeding, explain below or attach supplemental pleadings)

2. The execution date of the Will was: September 12, 2002

Codicil(s): _____

3. Is there a memorandum that disposes of tangible personal property pursuant to 62-2-512?

☒ NO ☐ YES If yes, attach hereto.

4. To the best of your knowledge, do you believe the Will listed above is the Decedent's validly executed last Will?

☒ YES ☐ NO If no, please explain on page 4.

5. To the best of your knowledge, is any witness to the will an "interested witness" (i.e., does the will make any devise to a witness, a witness's spouse, or a witness's issue)?

☒ NO ☐ YES If yes, please explain on page 4.

COMPLETE EXPLANATION(S) FOR QUESTIONS IN SECTIONS I and II HERE.

(If more space is required, use additional sheets.)

III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. If the Applicant/Petitioner is not the proposed Personal Representative(s), list name and address of the person you are proposing be appointed as the fiduciary:

2. Priority for appointment of the proposed Personal Representative (whether applicant or nominee) is:

- ☒ named as Primary Personal Representative in Will
- ☐ named as Alternate Personal Representative in Will
- ☐ nominee of Primary Personal Representative in Will
- ☐ nominee of Alternate Personal Representative in Will
- ☐ surviving spouse of Decedent who is devisee of Decedent or nominee of said spouse
- ☐ other devisee of Decedent (describe): _____ or nominee of said devisee
- ☐ surviving spouse of Decedent or nominee of said spouse
- ☐ other heir of Decedent (describe): _____ or nominee of said heir
- ☐ creditor (forty-five (45) days after death must have passed) or nominee of creditor; written statement of claim, FORM 371ES, is attached
- ☐ other (describe): _____

3. List below the name(s) of any other person(s), if any, having an equal or higher priority of appointment than the proposed Personal Representative:

None

IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 17 day
of June, 2021

Signature of
Applicant/Petitioner: [Signature]

[Signature]
Notary Public for South Carolina
My Commission Expires: 1-11-28

SWORN to before me this _____ day
of _____, 20____

Signature of Co-
Applicant/Co-Petitioner: _____

Notary Public for South Carolina
My Commission Expires: _____

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a Will executed [redacted] and
☐ Codicil executed [redacted] and
☐ Memorandum

be informally ☒ GRANTED ☐ DENIED.

Executed this [redacted] day of [redacted], 2021.

_____, Probate Court Judge

☒ For formal probate of Will, see separate order executed 7/14/21

ORDER OF INFORMAL APPOINTMENT

IT IS HEREBY ORDERED that the above Application for Appointment be granted upon the filing of an appropriate bond, if applicable, and upon the signing of the Qualification and Statement of Acceptance of appointment.

Bond

- ☐ Fiduciary Bond in the amount of \$ _____
- ☒ Bond not required for Personal Representative nominated by Will
- ☐ Bond not required as Personal Representative is sole heir or sole devisee
- ☐ Bond not required as Personal Representative is state agency, bank, or trust company
- ☐ Bond waivers filed
- ☐ See order dated _____
- ☐ Other: _____

Notice to Creditors

- ☐ Required
- ☒ Not Required

Executed this [redacted] day of [redacted], 2021.

_____, Probate Court Judge

☒ For formal appointment of Personal Representative, see separate order executed 7/14/21

21-1296

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate. I further submit personally to the jurisdiction of the Court in any proceeding relating to the Estate.

Signature: 
Print Name: Keith W. Park
Address: 109 S. Spring Street
Central, SC 29630
Telephone (Work): _____
(Home): _____
(Cell): _____
Email: _____

Signature: _____
Print Name: _____
Address: _____
Telephone (Work): _____
(Home): _____
(Cell): _____
Email: _____

*Attorney: Heather G. Hunter
Address: PO Box 891
Spartanburg, SC 29304
Telephone: (864) 582-0708
Email: hhunter@dsdlegal.com

*By completing this information, attorney is designated as attorney of record for assisting Personal Representative until proper withdrawal.

DENNIS, SHAW, DRENNAN & PACK, LLC

ATTORNEYS AT LAW
103 LAFAYETTE STREET
REPLY TO: POST OFFICE BOX 891
SPARTANBURG, S.C. 29304-0891
TELEPHONE (864) 582-0708
FAX (864) 582-0934

21-1296

June 18, 2021

R. RAY DENNIS
RETIRED

JAMES W. SHAW, P.A.*
JAMES B. DRENNAN, III, P.A.*
S. MICHAEL PACK, JR., P.A.**
HEATHER G. HUNTER
VIRGINIA HAYES WOOD
* CERTIFIED SPECIALIST IN ESTATE PLANNING & PROBATE LAW
** CERTIFIED SPECIALIST IN TAXATION LAW

Tabitha Byrum
Spartanburg County Probate Court
Spartanburg County Judicial Center
180 Magnolia Street
Spartanburg, SC 29306

Re: Isabella F. D. R. Park
2021ES42 01296
DOD: June 9, 2021



Dear Tabitha:

Enclosed please find the original and two (2) copies of the following in regards to the above-referenced Estate:

1. Application for Informal Appointment and Formal Testacy.
2. Summons and Petition to admit photocopy of Will.

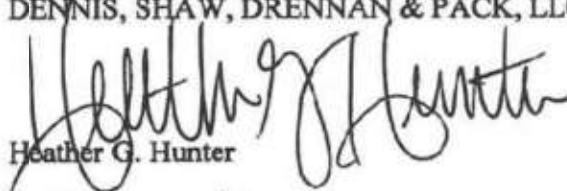
Also enclosed is our check in the amount of \$150.00 for the filing fee. Please clock the copies and let me know when they are ready to be picked up from the basket. The parties plan to submit a Consent Order in lieu of a hearing in this matter.

Please let me know if you should need anything further.

With kindest regards,

Sincerely yours,

DENNIS, SHAW, DRENNAN & PACK, LLC


Heather G. Hunter

enclosures

clocked copies returned to atty

21-1296

DENNIS, SHAW, DRENNAN & PACK, LLC

ATTORNEYS AT LAW

103 LAFAYETTE STREET

REPLY TO: POST OFFICE BOX 891

SPARTANBURG, S.C. 29304-0891

TELEPHONE (864) 582-0708

FAX (864) 582-0934

July 12, 2021

JAMES W. SHAW, P.A.*

JAMES B. DRENNAN, III, P.A.*

S. MICHAEL PACK, JR., P.A.**

HEATHER G. HUNTER

VIRGINIA HAYES WOOD

* CERTIFIED SPECIALIST IN ESTATE PLANNING & PROBATE LAW

** CERTIFIED SPECIALIST IN TAXATION LAW

R. RAY DENNIS
RETIRED

Tabitha Byrum
Spartanburg County Probate Court
Spartanburg County Judicial Center
180 Magnolia Street
Spartanburg, SC 29306

Re: Isabella F. D. R. Park
2021ES42 01296
DOD: June 9, 2021



Dear Tabitha:

Enclosed please find the original and two (2) copies of the following in regards to the above-referenced Estate:

1. ☒ Acceptance of Service from Alastair C. Park and Fiona R. Wiley.
2. ☒ Affidavit of Keith W. Park.
3. ☒ Proposed Consent Order signed by the parties.

Please let me know if you should need anything further.

With kindest regards,

Sincerely yours,

DENNIS, SHAW, DRENNAN & PACK, LLC


Heather G. Hunter

enclosures

pwak processed & copies returned to all parties.
JB

21-1296

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

In Re: Estate of Isabella F. D. R. Park,
deceased

Keith W. Park,

Petitioner,

vs.

Fiona R. Wiley and Alastair C. Park,

Respondents.

IN THE PROBATE COURT

ACCEPTANCE OF SERVICE
Probate File No. 2021ES42 01296

Due and legal service of the within and foregoing Summons and Petition and Application for Informal Appointment and Formal Testacy is accepted and a copy retained by me at Alvin, Texas, on the date hereof.


Alastair C. Park

7 JULY, 2021



21-1296

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

In Re: Estate of Isabella F. D. R. Park,
deceased

Keith W. Park,

Petitioner,

vs.

Fiona R. Wiley and Alastair C. Park,

Respondents.

IN THE PROBATE COURT

ACCEPTANCE OF SERVICE
Probate File No. 2021ES42 01296

Due and legal service of the within and foregoing Summons and Petition and Application for Informal Appointment and Formal Testacy is accepted and a copy retained by me at Greenville, South Carolina, on the date hereof.

July 7, 2021

Fiona R. Wiley
Fiona R. Wiley



21-1296



STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

AFFIDAVIT
Probate File No.: 2021ES42 0129

IN RE: Estate of Isabella F.D.R. Park

Personally appeared before me Keith W. Park, who, being first duly sworn, deposes and says that:

1. I am the son of Isabella F.D.R. Park and Andrew D. Park.
2. My father died on August 16, 2020. After his death, his original Will could not be located and a copy was admitted to Spartanburg County Probate Court as will appear by reference to File No. 2020ES4201744.
3. My mother executed a Will on September 12, 2002.
4. After my father's death, I assisted my mother in searching for my father's original Will which could not be located. My mother also could not locate her original Will at that time.
5. I believe that my mother kept her Will at her home at 244 Mills Avenue, Spartanburg, South Carolina.
6. I, along with other family members, conducted a diligent search of my parents home and have not been able to locate the original Will of my mother. I have also inquired at the law firm Dennis, Shaw, Drennan & Pack, LLC who prepared the Will and they are not holding the original. My mother does not have a safe deposit box. To my knowledge, my mother did not have another Will prepared nor did she amend her September 12, 2002 Will.
7. Upon information and belief, my mother did not intentionally destroy her Will but it has been lost or misplaced without her knowledge.

Keith W. Park
Keith W. Park

SWORN TO before me this
8th day of July, 2021.

Michelle C. Steele (SEAL)
Name of Notary: Michelle C. Steele
Notary Public for South Carolina
My Commission Expires: 06-13-2027



21-1796

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE PROBATE COURT

In Re: Estate of Isabella F. D. R. Park,
deceased

Keith W. Park,
Petitioner,

vs.

Fiona R. Wiley and Alastair C. Park,
Respondents.

CONSENT ORDER
Probate File No. 2021ES42 01296



This action was commenced by the filing of a Summons and Petition on or about June 21, 2021. By his Petition, the Petitioner, who is a surviving child of Isabella F. D. R. Park (sometimes hereinafter referred to as "the Decedent") and is named as Personal Representative, requests that the Court admit a photocopy of the Decedent's Will as the Decedent's Last Will and Testament, due to the fact that the original has been lost or inadvertently destroyed, and to appoint Petitioner, Keith W. Park, as Personal Representative.

Isabella F. D. R. Park died testate on June 9, 2021 a resident of Spartanburg County, South Carolina, leaving a Last Will and Testament dated September 12, 2002 ("the Will"), a copy of which is attached to the Summons and Petition herein. The Decedent was survived by her adult children, Fiona R. Wiley, Keith W. Park, and Alastair C. Park. The Decedent has no predeceased children. The Decedent was predeceased by her spouse and was not remarried. I find that the Decedent's adult children constitute all of the intestate heirs of the Decedent.

The Decedent named her son, Keith W. Park, as Personal Representative, and he has applied to the Spartanburg County Probate Court to be appointed as Personal Representative.

pa
#1

21-1296

The Decedent's children are equal devisees under the Will.

By Affidavit, Petitioner testified that he believes his mother's original Will was kept in her home since its execution. Petitioner further testified that he believes that the original Will has been inadvertently misplaced or lost. Petitioner believes that his mother did in fact intend to leave a valid Last Will and Testament, that she did not intend to revoke or destroy her Will, but that the original has been destroyed, misplaced, or otherwise lost inadvertently without the knowledge of the Decedent. By signature hereto, the Decedent's adult children have consented to admitting the photocopy of the Will of their mother.

I find that the photocopy of the Last Will and Testament of Isabella F. D. R. Park dated September 12, 2002 should be formally admitted to Probate as the Last Will and Testament of the Decedent, and that Petitioner, Keith W. Park, should be appointed as Personal Representative of the Estate of Isabella F. D. R. Park. I further find that the intestate heirs of the Decedent are her adult children, Keith W. Park, Fiona R. Wiley, and Alastair C. Park.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the photocopy of the Last Will and Testament of Isabella F. D. R. Park dated September 12, 2002 is hereby admitted to Probate as the Last Will and Testament of Isabella F. D. R. Park, and Petitioner, Keith W. Park, is hereby appointed as the Personal Representative of the Estate of Isabella F. D. R. Park. I further find that a hearing is not necessary and that the parties have executed this Consent Order using multiple signature pages rather than circulating the original to each party and that this Court considers the counterparts of this document to be the original.

YAC

#2

12-1296

IT IS SO ORDERED.

Given under my hand and seal of office this 14th day of July, 2021.

Ponda A. Caldwell
PONDA A. CALDWELL
Probate Judge

WE CONSENT:

Keith W. Park
Keith W. Park
Petitioner

Fiona R. Wiley
Fiona R. Wiley
Respondent

Alastair C. Park
Alastair C. Park
Respondent

3

21-1296

IT IS SO ORDERED.

Given under my hand and seal of office this _____ day of _____, 2021.

PONDA A. CALDWELL
Probate Judge

WE CONSENT:

Keith W. Park
Petitioner

Fiona R. Wiley
Fiona R. Wiley
Respondent

Alastair C. Park
Respondent

page
4

IT IS SO ORDERED.

Given under my hand and seal of office this _____ day of _____, 2021.

PONDA A. CALDWELL
Probate Judge

WE CONSENT:

Keith W. Park
Petitioner

Fiona R. Wiley
Respondent



Alastair C. Park
Respondent

7/7/2021
page
#5

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
PROBATE COURT

JUDGMENT IN A CIVIL CASE 21-1296
CASE NO. 2021ES4201296

KEITH W. PARK, PETITIONER,

VS

FIONA R. WILEY AND ALASTAIR C.
PARK, RESPONDENTS.

[] Jury Verdict. This action came before the court for a trial by jury.
The issues have been tried and the verdict rendered.

[X] Decision by court. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

[] Action Dismissed. [] Rule 12(b), SCRCP [] Rule 40(c)(3), SCRCP
[] Rule 41(a), SCRCP (Vol. Nonsuit) [] Settled
[] Other, Explain: _____

IT IS ORDERED AND ADJUDGED: [X] See attached CONSENT ORDER
[] Statement of Judgment by Court

Dated at SPARTANBURG, South Carolina, this 14th day of
JULY, 2021.

PONDA A. CALDWELL
Probate Judge

This judgment was entered on the 14th day of JULY, 2021, and a copy mailed
first class this 15th Day of JULY, 2021, to the attorneys of record or to
the parties (when appearing pro se) as follows:

HEATHER HUNTER, ESQ.
PO BOX 891
SPARTANBURG, SC 29304

FIONA R. WILEY
PO BOX 26642
GREENVILLE, SC 29616

ALASTAIR C. PARK
4925 FM 517 ROAD
ALVIN, TX 77511

Ponda A. Caldwell
Probate Judge

STATE OF SOUTH CAROLINA

COUNTY OF: SPARTANBURG

IN THE MATTER OF:
ISABELLA F.D.R. PARK

IN THE PROBATE COURT

FIDUCIARY LETTERS

CASE NUMBER: 2021ES4201296

21-1296

☒ PERSONAL REPRESENTATIVE

☐ GUARDIANSHIP

☐ CONSERVATORSHIP

☐ TRUSTEESHIP

☐ _____

On the 4th day of August, 2021,

Mr. Keith W. Park

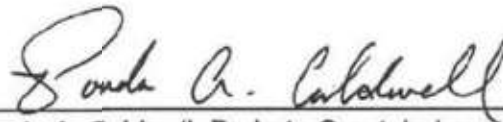
was/were appointed and qualified as Fiduciary(ies) of the above matter by this Court, with all the authority granted to a fiduciary by law.

NOW, THEREFORE, LETTERS are issued as evidence of such appointment, qualification, and authority of the above Fiduciary(ies) to do and to perform all acts, which may be authorized by law.

RESTRICTIONS:

None

Executed this 4th day of August, 2021.



Ponda A. Caldwell, Probate Court Judge

STATE OF SOUTH CAROLINA

COUNTY OF: SPARTANBURG

IN THE MATTER OF:
ISABELLA F.D.R. PARK
(Decedent)

IN THE PROBATE COURT

NOTICE TO CREDITORS

CASE NUMBER: 2021ES4201296

21-1296

***NOTICE TO CREDITORS OF ESTATES**

All persons having claims against the following estates **MUST** file their claims on FORM #371ES with the Probate Court of Spartanburg County, the address of which is 180 Magnolia Street Room 302, Spartanburg, SC 29306, within eight (8) months after the date of the first publication of this Notice to Creditors or within one (1) year from date of death, whichever is earlier (SCPC 62-3-801, et seq.), or such persons shall be forever barred as to their claims. All claims are required to be presented in written statement on the prescribed form (FORM #371ES) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim.

Estate: Isabella F.D.R. Park
Date of Death: June 9, 2021
Case Number: 2021ES4201296

Personal Representative: Mr. Keith W. Park
Address: 109 S. Spring St, Central, SC 29630

Personal Representative: _____
Address: _____

Attorney, if applicable: Heather G. Hunter
Address: P.O. Box 891, Spartanburg, SC 29304*

INSTRUCTIONS: Publication to be in Spartan Weekly, a newspaper of general circulation in Spartanburg County. Publish only this (*) portion of this form. Notices may be combined by listing individualized statements of the information concerning each of the estates under one heading consisting of the notice text. Publish once a week for three successive weeks.

File a copy of this form with proof of its publication with the Probate Court.
August 4, 2021

CERTIFICATE OF PUBLICATION

I hereby certify that on these dates, _____,
and _____, I did publish the Notice to Creditors in _____,
a newspaper of general circulation in Spartanburg County, South Carolina, in accordance with law.

SWORN to before me this _____ day of _____,
_____, 20____.

Notary Public for South Carolina
My Commission Expires: _____

Newspaper Representative Signature: _____
Print Name: _____
Address: _____
Telephone: _____
Email: _____

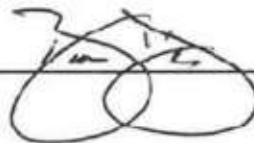
Isabella F.D.R. Park

21-1296
see

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Personally appeared before me B. D. Dailey, Jr., who, after being duly sworn, according to law, deposes and says that he is the Editor of The Spartan Weekly News, a newspaper of general circulation published in Spartanburg, State and County aforesaid, and that the attached advertisement was published in The Spartan Weekly News once a week for 3 week(s) in the following issue(s):

August 26, 2021
September 2, 9, 2021



Sworn to before me this 9th day of September, 2021

Sekl Sammy R. Dailey
Notary Public for South Carolina

My Commission expires on September 12, 2029



NOTICE TO CREDITORS OF ESTATE
All persons having claims against the following estates were file their claims on or before 60 days with the Probate Court of Spartanburg County, the address of which is 180 Main Street, Room 302, Spartanburg, SC 29306, within eight (8) months after the date of the first publication of this notice to creditors or within one (1) year from date of death, whichever is earlier (S.C. 62-3-601, et seq.) or such persons shall be forever barred as to their claims. All claims are required to be presented in written statement on the prescribed form (Form 1071) indicating the name and address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the claim, and a description of any security as to the claim. Executor Isabella F.D.R. Park. Estate of Isabella F.D.R. Park. Date of Death: June 9, 2021. Case Number: 2021ES4201296. Personal Representative: Mr. Keith W. Park, 109 S. Spring Street, Central, SC 29630. Atty. Heather G. Hunter, PO Box 891, Spartanburg, SC 29304. 9-26, 9-27, 9

DENNIS, SHAW, DRENNAN & PACK, LLC

ATTORNEYS AT LAW
103 LAFAYETTE STREET
REPLY TO: POST OFFICE BOX 891
SPARTANBURG, S.C. 29304-0891
TELEPHONE (864) 582-0708
FAX (864) 582-0934

21-1296

August 19, 2021

JAMES W. SHAW, P.A.*
JAMES B. DRENNAN, III, P.A.*
S. MICHAEL PACK, JR., P.A.**
HEATHER G. HUNTER
VIRGINIA HAYES WOOD
* CERTIFIED SPECIALIST IN ESTATE PLANNING & PROBATE LAW
** CERTIFIED SPECIALIST IN TAXATION LAW

R. RAY DENNIS
RETIRED

Sarah Edney
Spartanburg County Probate Court
Spartanburg County Judicial Center
180 Magnolia Street
Spartanburg, SC 29306

Re: Estate of Isabella F.D.R. Park
2021ES42 01296



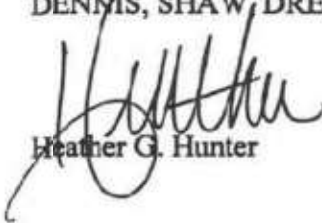
Dear Sarah:

Enclosed please find the original and one (1) copy of a Proof of Delivery along with Information to Heirs and Devisees in regards to the above-referenced matter. Please clock the copy and return the same to me by mail.

With kindest regards,

Sincerely yours,

DENNIS, SHAW, DRENNAN & PACK, LLC


Heather G. Hunter

enclosure

cc:

Keith W. Park
109 S. Spring Street
Central, SC 29630

Returned clocked copy to attorney

21-1294

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF: SPARTANBURG

PROOF OF DELIVERY

IN THE MATTER OF:
ISABELLA F.D.R. PARK
(Decedent)

CASE NUMBER: 2021ES42 01296

On the 19 day of August, 2021, I mailed or delivered the following document(s):

Information to Heirs and Devisees

- ☒ A copy of which is attached hereto and incorporated herein, or
☐ The original of which is on file with the Court.

Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery ☒ ordinary first-class mail
☐ certified mail ☐ registered mail
☐ commercial delivery ☐ electronic message (Article 7, Trust matters only)

to each of the following persons at the address shown:

NAME

ADDRESS

Fiona R. Wiley PO Box 26642, Greenville, SC 29616

Alastair C. Park 4925 FM 517 Road, Alvin, TX 77511

SWORN to before me this 19 day of
August, 2021

Mary Stewart Loring
Notary Public for South Carolina
My Commission Expires: 2-1-31



Relationship to
Decedent/Estate:

Signature: [Signature]
Print Name: Heather G. Hunter
Address: PO Box 891
Spartanburg, SC 29304
Telephone (Work): (864) 582-0708
(Home): _____
(Cell): _____
E-mail: hhunter@dsdlegal.com

Attorneys for Personal Representative



STATE OF SOUTH CAROLINA

COUNTY OF: SPARTANBURG

IN THE MATTER OF:
ISABELLA F.D.R. PARK
(Decedent)

IN THE PROBATE COURT

21-1296

INFORMATION TO HEIRS AND DEVISEES

CASE NUMBER: 2021ES42 01296

On June 21, 2021, Application/Petition was made to the Probate Court of Spartanburg County at (address), 180 Magnolia Street, Spartanburg, SC 29306, for the (check all that apply):

INFORMAL

FORMAL

☐ PROBATE OF WILL
☒ APPOINTMENT

☒ TESTACY
☐ APPOINTMENT

In the above matter.

(Complete if applicable) The Decedent's Will dated September 12, 2002, Codicil(s) dated N/A, and Memorandum(s) dated N/A was/were presented.

Bond HAS ☐ HAS NOT ☒ been filed.

This notice is being sent to persons who have or may have some interest in the estate.

Please note: This form is required to be sent to all potential devisees and heirs of the Decedent. Receipt of this form does not mean that you will inherit from the Decedent. You may review the file in the Probate Court or see an attorney if you desire further information.

My application/petition was granted within the past thirty (30) days **August 4, 2021.**
on

Applicant/Personal Representative Name: Keith W. Park
Address: 109 S. Spring Street
Central, SC 29630
Telephone (Work): _____
(Home): (864) 710-8970
(Cell): _____
Email: _____

Co-Applicant/Co-Personal Representative Name: _____
Address: _____
Telephone (Work): _____
(Home): _____
(Cell): _____
Email: _____

Attorney: Heather G. Hunter
Address: PO Box 891
Spartanburg, SC 29304
Telephone: (864) 582-0708
Email: hhunter@dsdlegal.com



Probate Court County of Spartanburg

21-12916

Spartanburg County Judicial Center

180 Magnolia Street
Spartanburg, South Carolina 29306-2392

Telephone: (864) 596-2556 • Fax: (864) 596-2011

ESTATE DIVISION:

KATE KENDALL
ASSOCIATE PROBATE JUDGE

DARLETT M. OWENS
COURT SUPERVISOR

PONDA A. CALDWELL

PROBATE JUDGE

November 5, 2021

COMMITMENT DIVISION:

DAVID F. ANDERSON
ASSOCIATE PROBATE JUDGE

GEORGIA J. BENNETT
COURT SUPERVISOR

Mr. Keith W. Park
109 S. Spring St
Central, SC 29630

Re: Estate of Isabella F.D.R. Park, Deceased
Probate Court File No. 2021ES4201296

Dear Mr. Park:

The appraisal in the above estate was due in this office on November 4, 2021.

The law requires that all documents be promptly filed within the statutory time provided, and the South Carolina Court Administration audits our files periodically to determine compliance. It is therefore imperative that you file your appraisal immediately. If you feel that you have a legal reason for failure to file, you must contact this court upon receipt of this letter.

My staff will be happy to assist you with this matter.

Thanking you, I am

Sincerely yours,

Ponda A. Caldwell
Judge, Probate Court

PAC:scn

cc: Heather G. Hunter
P.O. Box 891
Spartanburg, SC 29304



Probate Court County of Spartanburg

21-1296

Spartanburg County Judicial Center

180 Magnolia Street
Spartanburg, South Carolina 29306-2392

Telephone: (864) 596-2556 • Fax: (864) 596-2011

ESTATE DIVISION:

KATE KENDALL
ASSOCIATE PROBATE JUDGE

DARLETT M. OWENS
COURT SUPERVISOR

COMMITMENT DIVISION:

DAVID F. ANDERSON
ASSOCIATE PROBATE JUDGE

GEORGIA J. BENNETT
COURT SUPERVISOR

PONDA A. CALDWELL
PROBATE JUDGE
November 19, 2021

Mr. Keith W. Park
109 S. Spring St
Central, SC 29630

Re: Estate of Isabella F.D.R. Park, Deceased
Probate Court File No. 2021ES4201296

Dear Mr. Park:

You did not respond to our letter dated November 5, 2021, requesting that you file the Inventory and Appraisal, Form 350PC, in the above estate. Section 62-3-706, Code of Laws of South Carolina, requires such filing which, in your case, was due on November 4, 2021, and is now past due. Unless you file the appraisal or petition the court for an extension of time in which to file it within fifteen (15) days from the date of this letter, I will have no alternative but to order you before the court to show cause why you should not be held in contempt.

Please do not make this sort of legal action necessary by your failure to comply with the above-cited law. If a summons has to be issued and served by the Sheriff's office, a \$50.00 fine will be charged.

If you have any questions, please call Sarah Edney.

Sincerely yours,

Ponda A. Caldwell
Judge, Probate Court

PAC:sce

cc: Heather G. Hunter
P.O. Box 891
Spartanburg, SC 29304

DENNIS, SHAW, DRENNAN & PACK, LLC

ATTORNEYS AT LAW
103 LAFAYETTE STREET
REPLY TO: POST OFFICE BOX 891
SPARTANBURG, S.C. 29304-0891
TELEPHONE (864) 582-0708
FAX (864) 582-0934

21-1296

November 29, 2021

JAMES W. SHAW, P.A.*
JAMES B. DRENNAN, III, P.A.*
S. MICHAEL PACK, JR., P.A.**
HEATHER G. HUNTER
VIRGINIA HAYES WOOD
* CERTIFIED SPECIALIST IN ESTATE PLANNING & PROBATE LAW
** CERTIFIED SPECIALIST IN TAXATION LAW

R. RAY DENNIS
RETIRED

Sarah Edney
Spartanburg County Probate Court
Spartanburg County Judicial Center
180 Magnolia Street
Spartanburg, SC 29306

Re: Estate of Isabella F.D.R. Park
2021ES42 01296

Dear Sarah:

Enclosed please find the original and one (1) copy of a Motion for Extension in regards to the above-referenced matter. Please clock the copy and return the same to me by mail.

With kindest regards,

Sincerely yours,

DENNIS, SHAW, DRENNAN & PACK, LLC


Heather G. Hunter

enclosure



Returned clocked copy to atty

STATE OF SOUTH CAROLINA
COUNTY OF: SPARTANBURG
IN THE MATTER OF:
ISABELLA F.D.R. PARK
(Decedent)

IN THE PROBATE COURT
MOTION FOR EXTENSION
Request #1

21-1296
SLE

CASE NUMBER: 2021ES42 01296

- ☒ INVENTORY AND APPRAISEMENT
☐ ACCOUNTING
☐ ALLOWANCE AND/OR DISALLOWANCE OF CLAIMS
☐ CLOSING DOCUMENT(S)
☐ OTHER: _____

Keith W. Park is/are the duly qualified and acting Personal Representative(s) of the above estate.

I/We request an extension of 90 days to allow the Personal Representative(s) to complete and/or file the above referenced document or action for the following reason(s):

Additional time is needed to identify and value assets of the estate.

Executed this 29 day of November, 2021.

Attorney for the Personal Representative / Personal Representative

Signature: 

Print Name: Heather G. Hunter

Address: PO Box 891
Spartanburg, SC 29304

Telephone (Work): (864) 582-0708

(Home): _____

(Cell): _____

Email: hhunter@dsdlegal.com

Co-Personal Representative Signature: _____

Print Name: _____

Address: _____

Telephone (Work): _____

(Home): _____

(Cell): _____

Email: _____



21-1296
SCE

STATE OF SOUTH CAROLINA

COUNTY OF: SPARTANBURG

IN THE MATTER OF:
ISABELLA F.D.R. PARK
(Decedent)

IN THE PROBATE COURT

ORDER FOR EXTENSION

CASE NUMBER: 2021ES42 01296

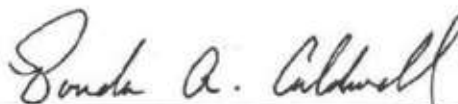
After reviewing the foregoing request and the record, it appears that the request should be:

- ☒ Granted
- ☐ Final Extension; _____ prior extensions granted for same reason recited on Motion, no new information
- ☐ Granted for a shorter extension of _____ days
- ☐ Granted for a longer extension of _____ days
- ☐ Denied and refer for Summons
- ☐ Personal Representative / Court to copy all interested parties with copy of Motion for Extension; Proof of Delivery to be filed within ten (10) days of date of this Order
- ☐ Final Extension due to timeframe imposed by SC Court Administration
- ☐ Denied / Hearing scheduled for _____
- ☐ Denied - see explanation below

Filing(s) are now due on or before the 2nd day of March, 2022, at _____ o'clock _____ M.

IT IS SO ORDERED:

Executed this 2nd day of December, 2021.



Ponda A. Caldwell, Probate Court Judge

STATE OF SOUTH CAROLINA

COUNTY OF: SPARTANBURG

IN THE PROBATE COURT

21-1296

INVENTORY AND APPRAISEMENT: PROBATE PROPERTY

☒ ORIGINAL☐ AMENDED #

(must restate the unchanged information from the original inventory)

IN THE MATTER OF:
ISABELLA F.D.R. PARK
(Decedent)

CASE NUMBER: 2021ES42 01296

File the original inventory and Appraisal with the Probate Court within ninety (90) days following the fiduciary appointment. A copy shall be sent to each interested person who has demanded it. A Proof of Delivery must be filed with the Court. The gross fair market value of all probate assets, regardless of location (whether in this state or elsewhere), should be listed as of the date of death. Continue on additional sheets if necessary. An Amended Inventory should be utilized for correcting, adjusting or adding to an original inventory, and must restate the unchanged information from the original inventory. A qualified and disinterested appraiser may be employed to ascertain the value of any asset. If an appraiser is employed, his/her name and address must be indicated with the item or items he/she appraised.

RECAPITULATION

Schedule A - Real Estate	\$259,300
Schedule B - Stocks and Bonds	\$1,264.36
Schedule C - Notes Due Decedent and Cash	\$27,966
Schedule D - Insurance on Decedent's Life - Payable to the Estate	\$0
Schedule E - Jointly Owned Property	NA
Schedule F - Other Miscellaneous Assets	\$4,376
Schedule G - Transfers During Decedent's Life Payable to the Estate	\$0
Schedule H - Powers of Appointment Payable to the Estate	\$0
Schedule I - Annuities and Retirement Accounts Payable to the Estate	\$0
GROSS VALUE OF PROBATE ESTATE	\$292,906.36

The undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisal of all probate real and personal property of this estate so far as the undersigned is informed; that he/she has estimated and/or appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

SWORN to before me this 14th day of March, 2022.

Michelle C. Steele

Notary Public for South Carolina
My Commission Expires: 06-13-2027

Personal Representative

Signature: [Signature]Print Name: Keith W. ParkAddress: 109 S. Spring StreetCentral, SC 29630

Telephone (Work): _____

(Home): _____

(Cell): (864) 710-8970

(Email): _____

Co-Personal Representative

Signature: _____

Name: _____

Address: _____

Telephone (Work): _____

(Home): _____

(Cell): _____

(Email): _____

Attorney: Heather G. Hunter
Address: PO Box 691
Spartanburg, SC 29304
Telephone: (864) 582-0708
Email: hhunter@dsdlegal.com



A. REAL ESTATE in Decedent's name alone or tenants in common (not as joint with right of survivorship). Describe each property by listing its full address, tax map number, deed book and page and description consistently (house, lot, buildings, acreage). Also list oil / mineral rights and time shares, if it is real property. If the property is encumbered, list the full fair market value of the property here and the encumbrance on Encumbrance section below	% Owned by Decedent	Fair Market Value of Decedent's Interest
1. house and lot(s), 244 Mills Avenue, Spartanburg, SC; Tax Map No. 7-12-12-082.00; Deed Book 39-Z, at Page 261, and Deed Book 135-P, at Page 520	100%	259,300
2.		
3.		
B. STOCKS, BONDS in Decedent's name alone or tenants in common (not as joint with right of survivorship). List each type of security and number of shares.		
1. treasury bonds	100%	1,264.36
2.		
3.		
C. CASH, BANK ACCOUNTS, NOTES RECEIVABLES in Decedent's name alone or as tenants in common. List each separate account type and institution and the last two digits of each account. List all bank accounts owned by Decedent alone or as joint owner (checking, savings, CDs, money market, brokerage, employment bonus, cash award, final paycheck etc.), cash on hand, notes payable to Decedent, and survival action proceeds.		
1. cash on hand	100%	27,966
2.		
3.		
D. LIFE INSURANCE payable to the Decedent's estate.		
1. None		0
2.		
E. JOINTLY OWNED PROPERTY – REPORTING IS NOT REQUIRED		N/A
F. ALL OTHER MISCELLANEOUS PERSONAL PROPERTY in Decedent's name alone or as tenants in common. List below any tangible personal property, including household goods & furnishings, vehicles, boats/motors/trailers, mobile homes that are not de-titled (Include year/make/model/VIN, if applicable), airplanes, equipment, interest in a partnership or unincorporated business, articles or collections having either artistic or intrinsic value, including coins, guns, artwork, jewelry, etc., and any other miscellaneous probate items not listed elsewhere, including any digital assets		
1. furniture and appliances	100%	2,457
2. miscellaneous personal property	100%	1,919
3.		
4.		
G. TRANSFERS DURING DECEDENT'S LIFE PAYABLE TO ESTATE ONLY Any transfers intended to take effect at death if payable to the Estate shall be reported. A trust created by Decedent in which income for life was retained by the Decedent, power to revoke or other incidents of ownership retained by the Decedent, lifetime transfers of real property in which Decedent retained life estate, etc.		
1. None		0
2.		
H. POWERS OF APPOINTMENT PAYABLE TO THE ESTATE ONLY List property, both real and personal, over which Decedent possessed a Power of Appointment whether testamentary or otherwise, if such property is payable to the Estate.		
1. None		0
2.		
I. ANNUITIES AND IRA, ETC. PAYABLE TO THE ESTATE ONLY List any annuities or retirement accounts owned by the Decedent and payable to the Estate.		
1. None		0
2.		

TOTAL PROBATE ESTATE VALUE

\$ 292,906.36

ENCUMBRANCES (e.g., mortgages, liens, judgments, etc., but not general debts of the estate).

List debts of the Decedent secured by assets on the above schedule and describe the debt and the specific asset encumbered.

1. mortgage, Schedule A Item 1

76,459

2.

TOTAL ENCUMBRANCES

\$ 76,459



Probate Court County of Spartanburg

21-1296

Spartanburg County Judicial Center

180 Magnolia Street
Spartanburg, South Carolina 29306-2392

Telephone: (864) 596-2556 • Fax: (864) 596-2011

ESTATE DIVISION:

KATE KENDALL
ASSOCIATE PROBATE JUDGE

DARLETT M. OWENS
COURT SUPERVISOR

COMMITMENT DIVISION:

DAVID F. ANDERSON
ASSOCIATE PROBATE JUDGE

GEORGIA J. BENNETT
COURT SUPERVISOR

PONDA A. CALDWELL
PROBATE JUDGE
March 3, 2022

Mr. Keith W. Park
109 S. Spring St
Central, SC 29630

Re: Estate of Isabella F.D.R. Park, Deceased
Probate Court File No. 2021ES4201296

Dear Mr. Park:

This court granted an extension for the filing of the Inventory and Appraisalment in regard to the above estate. Section 62-3-706, Code of Laws of South Carolina, requires such filing which was due on March 2, 2022, and is now past due. Unless you file the appraisal within fifteen (15) days from the date of this letter, I will have no alternative but to order you before the court to show cause why you should not be held in contempt.

If a summons has to be issued and served by the Sheriff's office, a \$50.00 fine will be charged. Please do not make this sort of legal action necessary by your failure to comply with the above-cited law.

If you have any questions, please call Sarah Edney.

Sincerely yours,

Ponda A. Caldwell
Judge, Probate Court

PAC:sce

cc: Heather G. Hunter
P.O. Box 891
Spartanburg, SC 29304

DENNIS, SHAW, DRENNAN & PACK, LLC

ATTORNEYS AT LAW
103 LAFAYETTE STREET
REPLY TO: POST OFFICE BOX 891
SPARTANBURG, S.C. 29304-0891
TELEPHONE (864) 582-0708
FAX (864) 582-0934

21-1296

March 17, 2022

JAMES W. SHAW, P.A.*
JAMES B. DRENNAN, III, P.A.*
S. MICHAEL PACK, JR., P.A.**
HEATHER G. HUNTER
VIRGINIA HAYES WOOD
* CERTIFIED SPECIALIST IN ESTATE PLANNING & PROBATE LAW
** CERTIFIED SPECIALIST IN TAXATION LAW

R. RAY DENNIS
RETIRED

Sarah Edney
Spartanburg County Probate Court
Spartanburg County Judicial Center
180 Magnolia Street
Spartanburg, SC 29306

Re: Estate of Isabella F.D.R. Park
2021ES42 01296

Dear Sarah:

Enclosed please find the original and one (1) copy of an Inventory and Appraisal in the above-referenced matter. Please clock the copy and return the same to me by mail.

With kindest regards,

Sincerely yours,

DENNIS, SHAW, DRENNAN & PACK, LLC


Heather G. Hunter

enclosure



Returned clocked copy to atty

Evert | Weathersby | Houff
ATTORNEYS AT LAW

21-1296

3455 Peachtree Road NE, Suite 1550
Atlanta, GA 30326
Tel: 678.651.1200
Fax: 678.651.1201

Patricia A. McGrath
Direct: 678.651.1261
PAMcGrath@ewhlaw.com

Other Offices:
Athens, Georgia
Baltimore, Maryland

February 9, 2022

Via FedEx
Clerk of Court
Spartanburg County Probate Court
180 Magnolia St
Spartanburg, SC 29306



Re: *Isabella F.D.R. Park* – Spartanburg Probate Court No. 2021ES4201296
Ronnie Clyde DeYoung – Spartanburg Probate Court No. Unknown

Dear Clerk:

I am writing to request complete copies of the probate court files with regard to Isabella Park and Ronnie DeYoung. Enclosed are money orders for the total estimated costs, \$44 and \$32, and a FedEx mailing slip and envelope to use in shipping the copies. Please also e-mail scanned copies upon receipt of payment.

Thank you.

Best regards,

Patricia A. McGrath

Patricia A. McGrath



Probate Court County of Spartanburg

Spartanburg County Judicial Center

180 Magnolia Street
Spartanburg, South Carolina 29306-2392

Telephone: (864) 596-2556 • Fax: (864) 596-2011

PONDA A. CALDWELL

PROBATE JUDGE

February 11, 2022

ESTATE DIVISION:

KATE KENDALL

ASSOCIATE PROBATE JUDGE

DARLETT M. OWENS

COURT SUPERVISOR

COMMITMENT DIVISION:

DAVID F. ANDERSON

ASSOCIATE PROBATE JUDGE

GEORGIA J. BENNETT

COURT SUPERVISOR

Evert, Weathersby & Houff
Attn: Patricia A. McGrath
3455 Peachtree Road NE Ste 1550
Atlanta, GA 30326

Re: Estate of Isabella F.D.R. Park, Deceased
Probate Court File No. 2021ES4201296

Dear Ms. McGrath:

Pursuant to your request, the documents checked below are enclosed and your cost, if any, is also indicated. If your request specified certified copies, we have complied with your direction.

- () Copy of Last Will and Testament.
- () Copy of Application/Petition for Informal/Formal Appointment.
- () Copy of Inventory and Appraisement.
- (XXX) Other: Copy of File as of 02/11/22.
- () The cost is \$. Please remit a cashier's check or money order made payable to Ponda A. Caldwell, Probate Judge for Spartanburg County, South Carolina.
- () Pursuant to statute, there is no charge for the enclosed.

If we may be of further assistance, please let us know.

Sincerely yours,

Ponda A. Caldwell
Judge, Probate Court

PAC:mlb

Enclosure(s)

21-1296

OFFICIAL RECEIPT

Fonda A. Caldwell, Judge
Probate Court of Spartanburg County
Spartanburg, South Carolina

DATE: 02112022 08 TRANS #: 58161
RECEIPTED: 44.00 ISABELLA FFDR PARK COPIES
44.00 010-020-00026- XEROX COPIES

DUPLICATE



Probate Court County of Spartanburg

21-1294

Spartanburg County Judicial Center

180 Magnolia Street
Spartanburg, South Carolina 29306-2392

Telephone: (864) 596-2556 • Fax: (864) 596-2011

ESTATE DIVISION:

KATE KENDALL
ASSOCIATE PROBATE JUDGE

DARLETT M. OWENS
COURT SUPERVISOR

PONDA A. CALDWELL
PROBATE JUDGE

COMMITMENT DIVISION:

DAVID F. ANDERSON
ASSOCIATE PROBATE JUDGE

GEORGIA J. BENNETT
COURT SUPERVISOR

March 21, 2022

Mr. Kelth W. Park
109 S. Spring St
Central, SC 29630

Re: Estate of Isabella F.D.R. Park, Deceased
Probate Court File No. 2021ES4201296

Dear Mr. Park:

We are in receipt of the Inventory and Appraisement, Form 350ES, in regard to the above estate.

A review of the estate file reveals that additional court cost is due in the amount of \$359.36. Please make your check payable to me, as Probate Judge, and remit as soon as possible. If you have employed an attorney to represent the estate, a copy of this letter is being furnished to him/her as information only.

Thanking you for your prompt attention to this matter, I am

Sincerely yours,

Ponda A. Caldwell
Judge, Probate Court

PAC:sce

cc: Heather G. Hunter
P.O. Box 891
Spartanburg, SC 29304



Probate Court County of Spartanburg

21-1296

Spartanburg County Judicial Center

180 Magnolia Street
Spartanburg, South Carolina 29306-2392

Telephone: (864) 596-2556 • Fax: (864) 596-2011

ESTATE DIVISION:

KATE KENDALL
ASSOCIATE PROBATE JUDGE
DARLETT M. OWENS
COURT SUPERVISOR

PONDA A. CALDWELL
PROBATE JUDGE
May 5, 2022

COMMITMENT DIVISION:

DAVID F. ANDERSON
ASSOCIATE PROBATE JUDGE
GEORGIA J. BENNETT
COURT SUPERVISOR

Mr. Keith W. Park
109 S. Spring St
Central, SC 29630

Re: Estate of Isabella F.D.R. Park, Deceased
Probate Court File No. 2021ES4201296

Dear Mr. Park:

On the previously scheduled appointment date, you failed to appear or to mail in documentation concerning the filing of an accounting in regard to the above estate. I have rescheduled August 26, 2022, at 11:00 o'clock for you to do so. If you have a conflict with this new date and time, please let us know as soon as possible so that we can set a date and time that is more convenient for you. Because our schedules are booked several weeks out and there are so many people needing appointments, it is important that you come in at the scheduled time. We are enclosing an appointment slip containing all the information needed by us in order to file the accounting.

In the event you do not appear as stated above, it will be necessary to issue a summons to require your appearance. If a summons has to be issued and served by the Sheriff's office, a \$50.00 fine will be charged. Please do not make this action necessary by your failure to appear.

Sincerely yours,

Ponda A. Caldwell
Judge, Probate Court

PAC:sce

cc: Heather G. Hunter
P.O. Box 891
Spartanburg, SC 29304

PROBATE COURT FOR SPARTANBURG COUNTY, S.C.

PONDA A. CALDWELL, Probate Judge

180 Magnolia Street, Room 302

Spartanburg, SC 29306

Telephone Number: 864-596-2556

21-1726

NAME OF ESTATE: Isabella Park

APPOINTMENT: August 26, 2022 AT 11:00 P.M.

ESTATE SPECIALIST: Sarah Edney 562-4495

PURPOSE OF APPOINTMENT:

(AS CHECKED)

- ☐ TO BE APPOINTED PERSONAL REPRESENTATIVE
- ☐ TO BE APPOINTED SPECIAL ADMINISTRATOR
- ☐ TO PROBATE THE WILL
- ☐ TO BE APPOINTED CONSERVATOR FOR MINOR
- ☒ FOR APPROVAL OF ACCOUNTING
- ☐ FINAL SETTLEMENT OF ESTATE

BAGS OR PURSES ARE NOT ALLOWED TO BE BROUGHT INTO THE SPARTANBURG COUNTY COURTHOUSE.

NOTE: IF YOU ARE UNABLE TO KEEP THIS APPOINTMENT FOR ANY REASON, PLEASE CALL THE ABOVE NUMBER AS SOON AS POSSIBLE TO CANCEL YOUR APPOINTMENT AND RESCHEDULE A MORE CONVENIENT DATE.

ITEM(S) REQUIRED ARE MARKED BELOW:

- ☒ **Accounting with Supporting Documentation (i.e. All Bank Statements, Bills, Receipts, and Cancelled Checks, etc.)**

21-1296

May 26, 2022

Probate Court
Attn: Margaret
180 Magnolia Street
Spartanburg, South Carolina 29306



To Margaret,

Per instruction from your office, I am submitting payment [\$58] and [\$53] for copies of the below cases.

Case: 2020 ES42 01744
Estate of Andrew Park

Case: 2021 ES42 01296
Estate of Isabella Park

Please feel free to contact me with any questions and/or concerns you may have in regards to my request. Thank you for your assistance.

Sincerely,

Laura Gillette
5755 North Point Pkwy
Suite 278
Alpharetta, GA 30022
lmaddux@smithcarson.com
423-605-2630

5755 North Point Parkway • Suite 278 • Alpharetta, GA 30022 •
Tel 770-350-2550 • Fax 877-349-0267



Probate Court County of Spartanburg

Spartanburg County Judicial Center

180 Magnolia Street
Spartanburg, South Carolina 29306-2392

Telephone: (864) 596-2556 • Fax: (864) 596-1011

PONDA A. CALDWELL

PROBATE JUDGE
May 31, 2022

ESTATE DIVISION:

KATE KENDALL

ASSOCIATE PROBATE JUDGE

DARLETT M. OWENS

COURT SUPERVISOR

COMMITMENT DIVISION:

DAVID F. ANDERSON

ASSOCIATE PROBATE JUDGE

GEORGIA J. BENNETT

COURT SUPERVISOR

Ms. Laura Gillette
5755 North Point Pkwy Ste 278
Alpharetta, GA 30022

Re: Estate of Isabella F. D. R. Park, Deceased
Probate Court File No. 2021ES4201296

Dear Ms. Gillette:

Pursuant to your request, the documents checked below are enclosed and your cost, if any, is also indicated. If your request specified certified copies, we have complied with your direction.

- () Copy of Last Will and Testament.
- () Copy of Application/Petition for Informal/Formal Appointment.
- () Copy of Inventory and Appraisalment.
- (XXX) Other: Copy of File as of 05/31/22.
- () The cost is \$. Please remit a cashier's check or money order made payable to Ponda A. Caldwell, Probate Judge for Spartanburg County, South Carolina.
- () Pursuant to statute, there is no charge for the enclosed.

If we may be of further assistance, please let us know.

Sincerely yours,

Ponda A. Caldwell
Judge, Probate Court

PAC:mlb

Enclosure(s)

21-1296

OFFICIAL RECEIPT

Ponda A. Caldwell, Judge
Probate Court of Spartanburg County
Spartanburg, South Carolina

DATE: 05312022 11 TRANS #: 61055
RECEIPTED: 53.00 ISABELLA F D R PARK COPIES
53.00 010-020-00026- XEROX COPIES

DUPLICATE

DENNIS, SHAW, DRENNAN & PACK, LLC

ATTORNEYS AT LAW
103 LAFAYETTE STREET
REPLY TO: POST OFFICE BOX 891
SPARTANBURG, S.C. 29304-0891
TELEPHONE (864) 582-0708
FAX (864) 582-0934

21-1296

June 8, 2022

JAMES W. SHAW, P.A.*
JAMES B. DRENNAN, III, P.A.*
S. MICHAEL PACK, JR., P.A.**
HEATHER G. HUNTER
VIRGINIA HAYES WOOD
* CERTIFIED SPECIALIST IN ESTATE PLANNING & PROBATE LAW
** CERTIFIED SPECIALIST IN TAXATION LAW

R. RAY DENNIS
RETIRED

Sarah Edney
Spartanburg County Probate Court
Spartanburg County Judicial Center
180 Magnolia Street
Spartanburg, SC 29306

Re: Estate of Isabella F.D.R. Park
2021ES42 01296



Dear Sarah:

Enclosed please find two (2) copies of a recorded deed of distribution, along with the original and one (1) copy of three Receipts and Releases and an Application for Settlement in the above-referenced matter. Please clock the copies and return the same to me by mail.

If anything further is needed to close this estate, please let me know.

With kindest regards,

Sincerely yours,

DENNIS, SHAW, DRENNAN & PACK, LLC


Heather G. Hunter

enclosure

21-1296



DEE-2022030007

Recorded 3 on 06/07/2022 03:25:28 PM

Recording Fee: \$15.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.

DOROTHY EARLE REGISTER OF DEEDS

BK:DEE 137-N PG:309-311

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

IN THE MATTER OF:
ISABELLA F.D.R. PARK
(Decedent)

IN THE PROBATE COURT

DEED OF DISTRIBUTION
(Real Property Only)
NOT A WARRANTY DEED

CASE NUMBER: 2021ES42 01296

The undersigned states as follows:

Decedent died on June 9, 2021; and probate of the Estate is being administered in the Probate Court for Spartanburg County, South Carolina, in File #2021ES42 01296.

I/We was/were appointed Personal Representative (s) on August 4, 2021.

Decedent owned real property described as follows:

Tax Map Number: 7-12-12-082.00

Street/Property Address: 244 Mills Avenue, Spartanburg, SC 29302

Legal Description:

All that lot or parcel of land in the City of Spartanburg, County of Spartanburg, State of South Carolina, fronting 75.0 feet on the west side of Mills Avenue, with a rear width of 75.0 feet, and a uniform depth of 136.8 feet, and being shown on a plat of a Survey for Andrew D. Park dated September 8, 1972, by J. R. Smith, R.L.S., recorded in Plat Book 68, at Page 671, Office of the Register of Deeds for Spartanburg County. For a more full and particular description, reference is hereby specifically made to said plat.

This being the same property conveyed to Isabella F.D.R. Park by deed of distribution in the Estate of Andrew D. Park, dated January 27, 2022, and recorded January 31, 2022, in Deed Book 135-P, at Page 520, Office of the Register of Deeds for Spartanburg County. Reference is also made to deed of Sara Anne Shea Ransdell, formerly Sara Anne Shea, to Andrew D. Park and Isabella F.D.R. Park, dated September 18, 1972, and recorded September 21, 1972, in Deed Book 38-Z, at Page 261, said Register of Deeds Office.

LESS AND EXCEPT, all that piece or parcel of land in the City and County of Spartanburg, State of South Carolina, being a portion of Lot 3, Block 20, on a plat of Converse Heights recorded in Plat Book 2, at Pages 94 and 95, Office of the Register of Deeds for Spartanburg County, and more particularly described as follows: BEGINNING at an iron pin on the western side of Mills Avenue 85 feet northwest of its intersection with Norwood Street and running thence S. 54-05 W. 136.8 feet to an iron pin on the edge of a 15 foot alley; thence along with the alley N. 35-55 W. 5 feet to a point; thence N. 54-05 E. 136.8 feet to a point on the edge of Mills Avenue; thence along and with Mills Avenue S. 35-55 E. 5 feet to the point of beginning. This being the same property conveyed to W. McA. Davis by deed of Andrew D. Park and Isabel F.D.R. Park, dated September 21, 1972, and recorded October 2, 1972, in Deed Book 40-A, at Page 232, Office of the Register of Deeds for Spartanburg County.

☐ Additional sheet(s) for additional property(ies) is attached (check if applicable)

21-1296

This transfer is made pursuant to:

- ☒ Decedent's Will
☐ Intestacy Statute: SCPC 62-2-103
☐ Private Family Agreement: SCPC 62-3-912
☐ Disclaimer by: _____
☐ Probate Court Order issued on _____
☐ Other: _____

In accordance with the laws of the State of South Carolina, the Personal Representative(s) does/do hereby release all of the Personal Representative's(s') right, title and interest, including statutory and/or testamentary powers, over the real property described to the beneficiaries named below

Keith W. Park
 109 S. Spring Street
 Central, SC 29630

Fiona R. Wiley
 PO Box 26842
 Greenville, SC 29616

Alastair C. Park
 4925 FM 517 Road
 Alvin, TX 77511

☐ Additional sheet(s) for names of additional beneficiaries is attached (check, if applicable)

IN WITNESS WHEREOF the undersigned, as Personal Representative(s) of the above Estate, has executed this Deed of Distribution, on this 6 day of June, 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness:

Print Name:

Witness:

Print Name:

Estate of: Isabella F.D.R. Park

Signature of Personal Representative: Keith W. Park

Print Name: Keith W. Park

If applicable,
 Signature of Co-Personal Representative: _____

Print Name: _____

21-1296

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF SPARTANBURG

I, ANN POWERS GWINN, Notary Public, a notary for the State of South Carolina do hereby certify that Kelth W. Park, as Personal Representative(s) of the Estate of Isabella F.D.R. Park, personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Distribution.

Witness my hand and seal this the 6 day of JUNE, 2022.


(Signature of Notary Public) (SEAL)

ANN POWERS GWINN
(Print Name of Notary Public)

Notary Public for South Carolina
My Commission Expires: 11 21 26

Note: It is recommended that an attorney prepare this document and determine if a title examination is necessary.

21-1296

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF SPARTANBURG

IN THE MATTER OF Estate of Isabella F.D.R. Park

CASE NUMBER 2021ES42 01296

RECEIPT AND RELEASE

The undersigned hereby acknowledges receipt from the Personal Representative in this matter of the following property:

All of the property to which I am entitled under The Last Will and Testament of Isabella F.D.R. Park. I am totally familiar with the assets in this estate, their disposition, and the manner in which the administration has taken place, and I desire that the estate be closed without the filing of an interim or final formal accounting. The undersigned also waives notice of right to demand a hearing on all accountings, proposal for distribution and petition for discharge.

In consideration of the distribution, the undersigned releases and forever discharges the estate and the Personal Representative from any and all rights and claims which the undersigned may have relating to the estate.

Executed this 21 day of May, 2022.

Witness:

Beneficiary:

Laura Brook Belue

Fiona R. Wiley
Fiona R. Wiley

Form #403C (7/87)
SCPC administrative



21-1296

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF SPARTANBURG

IN THE MATTER OF Estate of Isabella F.D.R. Park

CASE NUMBER 2021ES42 01296

RECEIPT AND RELEASE

The undersigned hereby acknowledges receipt from the Personal Representative in this matter of the following property:

All of the property to which I am entitled under The Last Will and Testament of Isabella F.D.R. Park. I am totally familiar with the assets in this estate, their disposition, and the manner in which the administration has taken place, and I desire that the estate be closed without the filing of an interim or final formal accounting. The undersigned also waives notice of right to demand a hearing on all accountings, proposal for distribution and petition for discharge.

In consideration of the distribution, the undersigned releases and forever discharges the estate and the Personal Representative from any and all rights and claims which the undersigned may have relating to the estate.

Executed this 6 day of June, 2022.

Witness:

Beneficiary:


Keith W. Park

Form #403C (7/87)
SCPC administrative



21-1296

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF SPARTANBURG

IN THE MATTER OF Estate of Isabella F.D.R. Park

CASE NUMBER 2021ES42 01296

RECEIPT AND RELEASE

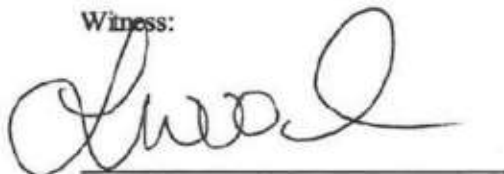
The undersigned hereby acknowledges receipt from the Personal Representative in this matter of the following property:

All of the property to which I am entitled under The Last Will and Testament of Isabella F.D.R. Park. I am totally familiar with the assets in this estate, their disposition, and the manner in which the administration has taken place, and I desire that the estate be closed without the filing of an interim or final formal accounting. The undersigned also waives notice of right to demand a hearing on all accountings, proposal for distribution and petition for discharge.

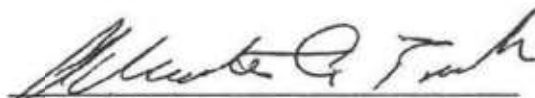
In consideration of the distribution, the undersigned releases and forever discharges the estate and the Personal Representative from any and all rights and claims which the undersigned may have relating to the estate.

Executed this 22 day of MAY, 2022.

Witness:



Beneficiary:


Alastair C. Park

Form #403C (7/87)
SCPC administrative



STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

IN THE MATTER OF:
ISABELLA F.D.R. PARK
(Decedent)

IN THE PROBATE COURT

21-1296

APPLICATION FOR SETTLEMENT

CASE NUMBER: 2021ES42 01296

1. The undersigned as the Personal Representative(s) has/have collected and managed the assets of the Estate; has/have paid all lawful claims against the Estate; either has/have distributed assets or propose(s) to distribute as designated on the Proposal for Distribution; and has/have performed all other required acts pertaining to Estate of Decedent.
2. The Personal Representative(s) has/have filed:
☒ Proof of Publication ☐ No Publication required
☒ Inventory and Appraisalment(s)
☐ Proposal for Distribution for assets not yet distributed
☐ Final Accounting ☒ Accounting waived by all required parties
* ☐ Proof of Delivery that all required documents have been sent to interested persons as required by law
☒ All required tax returns (including final income tax return, fiduciary income tax return, Estate tax return) and any taxes due have been paid. If not, please explain:
☐ Documents with IRS electing portability
3. The time period for submission of claims has expired.
4. I request that the Court issue Orders as appropriate together with such other Orders as the law may require and as the Court may deem applicable and proper.
5. I request that the Court (check all that apply)
☐ A. Consider or approve the Personal Representative's Accounting and, if applicable, the Proposal for Distribution for assets not yet distributed.
☐ B. Approve the distributions previously made and authorize the Personal Representative(s) to transfer title to the assets and distribute them to the distributees in the amount and manner set forth in the Proposal for Distribution (FORM 410ES).
☒ C. Discharge, or set forth the conditions of the termination of the appointment of the Personal Representative, and the release of the Personal Representative's bond, if any.
☐ D. (Other :) _____ * Proof should have been checked

Executed this 6 day of June, 2022.

SWORN to before me this 6 day of
JUNE, 20 22

[Signature]
Notary Public for South Carolina
My Commission Expires: 1 21 26

Personal Representative

Signature: [Signature]

Print Name: Keith W. Park

Address: 109 S. Spring Street
Central, SC 29630

Telephone (Work): _____

(Home): _____

(Cell): (864) 710-8970

Email: _____

Co-Personal Representative

Signature: _____

Print Name: _____

Address: _____

Telephone (Work): _____

(Home): _____

(Cell): _____

Email: _____

SWORN to before me this _____ day of _____, 2022

Notary Public for _____
My commission expires: _____



STATE OF SOUTH CAROLINA

COUNTY OF: SPARTANBURG

IN THE MATTER OF:
ISABELLA F.D.R. PARK
(Decedent)

MR. KEITH W. PARK
Personal Representative(s)

IN THE PROBATE COURT

ORDER CLOSING ESTATE

CASE NUMBER: 2021ES4201296

21-1296

Upon consideration of the Application for Settlement, it appears to the court that the allegations in the Application are true. All required notices have been given/waived. The asset(s) has/have been administered according to the laws of South Carolina.

The final closing documents have been considered and/or waived.

The Personal Representative(s) in the above estate appear(s) to have completed the administration, and the appointment is hereby terminated.

It is appropriate that the sureties on the bond, if any, in this estate be released. If applicable, the security instrument recorded in the Office of the Clerk of Court (or ROD) in Book N/A, at Page N/A, shall be and is hereby released, and cancellation of said instrument is authorized.

Therefore, the estate is closed.

IT IS SO ORDERED.

Executed this 26th day of August, 2022.



Ponda A. Caldwell, Probate Court Judge



Probate Court County of Spartanburg

21-1294

Spartanburg County Judicial Center

180 Magnolia Street
Spartanburg, South Carolina 29306-2392

Telephone: (864) 596-2556 • Fax: (864) 596-2011

ESTATE DIVISION:

KATE KENDALL
ASSOCIATE PROBATE JUDGE

DARLETT M. OWENS
COURT SUPERVISOR

PONDA A. CALDWELL

PROBATE JUDGE
August 26, 2022

COMMITMENT DIVISION:

DAVID F. ANDERSON
ASSOCIATE PROBATE JUDGE

GEORGIA J. BENNETT
COURT SUPERVISOR

Mr. Keith W. Park
109 S. Spring St
Central, SC 29630

Re: Estate of Isabella F.D.R. Park, Deceased
Probate Court File No. 2021ES4201296

Dear Mr. Park:

Enclosed is your copy of Termination of Appointment (Form 414ES) in regard to the above estate.

There are numerous laws which must be complied with in order to insure proper and complete administration in every estate. It is our desire to assist those whom we aid in compliance with these laws, and I hope your task has been made easier by the help of this office.

Please let me know if we can be of assistance to you. I welcome your comments and suggestions so that this office may serve the public better and more efficiently.

Sincerely yours,

Ponda A. Caldwell
Ponda A. Caldwell
Judge, Probate Court

PAC:sce

Enclosure

cc: Heather G. Hunter
P.O. Box 891
Spartanburg, SC 29304

STATE OF SOUTH CAROLINA

COUNTY OF: SPARTANBURG

IN THE MATTER OF:
ISABELLA F.D.R. PARK
(Decedent)

IN THE PROBATE COURT

TERMINATION OF APPOINTMENT

CASE NUMBER: 2021ES4201296

21-1296

The appointment of Mr. Keith W. Park, Personal Representative(s) for the above estate, is hereby terminated for the following reason(s):

☒ Satisfactory Completion of Assigned Duties

☐ Death

☐ Disability

☐ Voluntary Resignation

☐ Removal

☐ Change of Testacy Status

☐ Special Administrator

☐ Other (specify): _____

Termination does not discharge a Personal Representative from liability for transactions or omissions occurring before termination or relieve him/her of the duty to preserve assets subject to his/her control, to account therefore, and to deliver the assets.

Executed this 26th day of August, 2022.

Ponda A. Caldwell

Ponda A. Caldwell, Probate Court Judge

EXHIBIT 3

From: Theile McVey <tmcvey@kassellaw.com>
Sent: Friday, June 3, 2022 8:24 AM
To: Weeks, Maya J.; Devon Martinez-Rector; Ben Braly; Jason Johnson; Melissa Varela; Elizabeth Moultrie; angela.strickland@bowmanandbrooke.com; Brianna.Arnone@bowmanandbrooke.com; Ashley Lord; wac@roecassidy.com; Dmoore@RoeCassidy.com; vsheets@roecassidy.com; SingewaldC@WhiteandWilliams.com; ccollier@hpylaw.com; spugh@richardsonplowden.com; CMcQueen@RichardsonPlowden.com; jthoensen@RichardsonPlowden.com; wharte@richardsonplowden.com; mwhite@richardsonplowden.com; djones@richardsonplowden.com; louis@milliganlawfirm.com; Jackie@milliganlawfirm.com; TPeck@foxrothschild.com; sgflynn@foxrothschild.com; Ncherry@foxrothschild.com; Dcarnes@foxrothschild.com; kkolb@foxrothschild.com; atwilley@foxrothschild.com; JLee@rshc-law.com; drheney@gwblawfirm.com; wmaurides@gwblawfirm.com; dwhite@gwblawfirm.com; rtate@gwblawfirm.com; ctowers@gwblawfirm.com; Robert.meriwether@nelsonmullins.com; Jase.glenn@nelsonmullins.com; Mark.phillips@nelsonmullins.com; David.traylor@nelsonmullins.com; Susan.collings@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Linda.wilson@nelsonmullins.com; Mitch.brown@nelsonmullins.com; Matt.bogan@nelsonmullins.com; Nick.charles@nelsonmullins.com; O'Neill, Elizabeth; McLeod, Yancey; Carroll, Todd; Baker, Charles; Sullivan, Kimberly; WBD.SCASBESTOS; ashley.brathwaite@elliswinters.com; CovilParalegal@elliswinters.com; Tara.Sullivan@klgates.com; KLGates_SC_Asbestos@klgates.com; skozick@kernodelaw.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; tfreedle@hsblawfirm.com; angela.strickland@bowmanandbrooke.com; Brianna.arnone@bowmanandbrooke.com; Ashley.Lord@bowmanandbrooke.com; Kim.Rothrock@bowmanandbrooke.com; wac@roecassidy.com; Dmoore@RoeCassidy.com; vsheets@roecassidy.com; SingewaldC@WhiteandWilliams.com; Ryanh@whiteandwilliams.com; Chris.Collier@lewisbrisbois.com; spugh@richardsonplowden.com; CMcQueen@RichardsonPlowden.com; jthoensen@RichardsonPlowden.com; MWhite@RichardsonPlowden.com; louis@milliganlawfirm.com; Jackie@milliganlawfirm.com; tdougall@dougallfirm.com; wcollins@dougallfirm.com; mkalwajtys@dougallfirm.com; JLee@rshc-law.com; drheney@gwblawfirm.com; wmaurides@gwblawfirm.com; kpredersoli@gwblawfirm.com; dwhite@gwblawfirm.com; rtate@gwblawfirm.com; jlaffitte@gwblawfirm.com; ctowers@gwblawfirm.com; amillerosborne@gwblawfirm.com; jdedman@gwblawfirm.com; ejones@gwblawfirm.com; pholland@gwblawfirm.com; Robert.meriwether@nelsonmullins.com; Jase.glenn@nelsonmullins.com; David.traylor@nelsonmullins.com; Mark.phillips@nelsonmullins.com; Deirdre.mccool@nelsonmullins.com; Susan.collings@nelsonmullins.com; Kelli.eargle@nelsonmullins.com; Trish.koester@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Linda.wilson@nelsonmullins.com; Jo.lyons@nelsonmullins.com; mitch.brown@nelsonmullins.com; matt.bogan@nelsonmullins.com; nick.charles@nelsonmullins.com; jenny.jordan@nelsonmullins.com; erika.fedelini@nelsonmullins.com; jack.slosson@nelsonmullins.com; O'Neill, Elizabeth; McLeod, Yancey; Carroll, Todd; Baker, Charles; WBD.SCASBESTOS; Wells, Sarah; Robusto, Matt; leslie.packer@elliswinters.com; ashley.brathwaite@elliswinters.com; curtis.shipley@elliswinters.com; joe.hammond@elliswinters.com; CovilParalegal@elliswinters.com; Tara.Sullivan@klgates.com; Kim.Taylor@klgates.com; skozick@kernodelaw.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; tfreedle@hsblawfirm.com; sturner@hsblawfirm.com; cshytle@mcguirewoods.com; bchubb@mcguirewoods.com; edimond@mcguirewoods.com; ckiger@smithlaw.com; aries@smithlaw.com; cbona@smithlaw.com; mmontgomery@robinsongray.com; rhutchens@robinsongray.com; BLaffitte@robinsongray.com; carlpierce@piercesloan.com; pattiwilliams@piercesloan.com; bensmoot@piercesloan.com; carsonparker@piercesloan.com; Jameskennedy@piercesloan.com; elizabethtaylor@piercesloan.com;

To:

daniellynch@piercesloan.com; treypierce@piercesloan.com; willearly@piercesloan.com; Robin S. Spitz; kristinhoward@piercesloan.com; billysweeny@piercesloan.com; awilkinson@grsm.com; sguerriere@grsm.com; astein@hedrickgardner.com; arorie@hedrickgardner.com; vdistaso@hedrickgardner.com; peteb@rplfirm.com; mtrifos@rplfirm.com; Rebecca.rosen@santeecooper.com; Megan.driggers@santeecooper.com; jmtchman@ewhlaw.com; asrogers@ewhlaw.com; plsisk@ewhlaw.com; PAMcGrath@ewhlaw.com; jnelson@dmclaw.com; mprritt@dmclaw.com; bprice@dmclaw.com; kmiller@dmclaw.com; TPeck@foxrothschild.com; sgflynn@foxrothschild.com; Ncherry@foxrothschild.com; Dcarnes@foxrothschild.com; kkolb@foxrothschild.com; atwilley@foxrothschild.com; pdp@rplegalgroup.com; jspitz@rplegalgroup.com; Lindsay@rplegalgroup.com; bb@rplegalgroup.com; pete@mscmlaw.com; bbraly@dobslegal.com; Elizabeth Moultrie; Jamie Rutkoski; drector@dobslegal.com; mvarela@dobslegal.com; Jason Johnson; Elizabeth Moultrie; jbj@dobslegal.com; Jason Johnson; cweeks@dobslegal.com; sgflynn@foxrothschild.com; ncherry@foxrothschild.com; Atwilley@foxrothschild.com; dcarnes@foxrothschild.com; kkolb@foxrothschild.com; angela.strickland@bowmanandbrooke.com; Brianna.Arnone@bowmanandbrooke.com; jschulz@bradley.com; mgriffin@bradley.com; wac@roecassidy.com; vsheets@roecassidy.com; SingewaldC@WhiteandWilliams.com; Ryanh@WhiteandWilliams.com; bi@maronmarvel.com; focel@maronmarvel.com; spugh@richardsonplowden.com; jthoensen@richardsonplowden.com; wharte@richardsonplowden.com; mwhite@richardsonplowden.com; cberthelsen@richardsonplowden.com; cmcqueen@richardsonplowden.com; robert.meriwether@nelsonmullins.com; david.traylor@nelsonmullins.com; jase.glenn@nelsonmullins.com; Susan.collings@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Linda.wilson@nelsonmullins.com; Kelli.eargle@nelsonmullins.com; Trish.koester@nelsonmullins.com; jmtchman@ewhlaw.com; asrogers@ewhlaw.com; plsisk@ewhlaw.com; ashley.brathwaite@elliswinters.com; linda.jones@elliswinters.com; sarah.kaufman@elliswinters.com; Covilparalegal@elliswinters.com; Tara.sullivan@klgates.com; Ken.doele@klgates.com; Gwyn.Martin@klgates.com; pdp@rplegalgroup.com; jspitz@rplegalgroup.com; rgr@rplegalgroup.com; Lindsay@rplegalgroup.com; jonathan.paul@klgates.com; kl gatesasbestos@klgates.com; Michael.ross@klgates.com; KL Gates_SC_Asbestos@klgates.com; fitzpatrick@wtotrial.com; nadolink@wtotrial.com; skozick@kernodlelaw.com; assessoms@kernodlelaw.com; Wells, Sarah; O'Neill, Elizabeth; Sullivan, Kimberly; Rubenstein, Rosa; Wallace, Julie; WBD.SCASBESTOS; Carroll, Todd; todd.mathis@wbd-us.com; Adam.setzer@wbd-us.com; kelly.jones@wbd-us.com; john.hawk@wbd-us.com; Alderman, Jade; michele.miller@wbd-us.com; ryan.gilsenan@wbd-us.com; Bogle, Michael; Wyman, Jason; Thomas.cull@wbd-us.com; Church, Susan; Lehman-Wooten, Deborah; yvonne.fortner@wbd-us.com; Sullivan, Michael; Baker, Charles; preid@vonbriesen.com; rlindley@vonbriesen.com; tdahms@vonbriesen.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; tfreedle@hsblawfirm.com; sturner@hsblawfirm.com; Mark.wall@walltempleton.com; Sarah.Schrodetzki@WallTempleton.com; mmontgomery@robinsongray.com; rhutchens@robinsongray.com; rowens@robinsongray.com; jlay@gwblawfirm.com; pholland@gwblawfirm.com; rtate@gwblawfirm.com; ctowers@gwblawfirm.com; bb@rplegalgroup.com; jwhite@spartanlaw.com; mshisko@spartanlaw.com; glynych@spartanlaw.com; Ageddes@nexsenpruet.com; Awarig@nexsenpruet.com; Trey Pierce III; Kristin Howard; James Kennedy; Elizabeth Taylor; Daniel F. Lynch; Carl Pierce; Ben Smoot; Will Early; Robin S. Spitz; Barbie Chinnis; twilke@flintlaw.com; robert.meriwether@nelsonmullins.com; mark.phillips@nelsonmullins.com; jase.glenn@nelsonmullins.com; O'Neill, Elizabeth; WBD.SCASBESTOS; spugh@richardsonplowden.com; wharte@richardsonplowden.com; mwhite@richardsonplowden.com; Tara.Sullivan@klgates.com; ken.doele@klgates.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; vrawl@grsm.com; bbihun@grsm.com; rhuenefeld@ewhlaw.com; asrogers@ewhlaw.com; jmtchman@ewhlaw.com; Susan.collings@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Jo.lyons@nelsonmullins.com; sturner@hsblawfirm.com; CMcQueen@RichardsonPlowden.com;

To:

DJones@RichardsonPlowden.com; Sullivan, Kimberly; Rubenstein, Rosa; preid@vonbriesen.com; tdahms@vonbriesen.com; rlindley@vonbriesen.com; Ashley.Brathwaite@elliswinters.com; covilparalegal@elliswinters.com; Elizabeth Moultrie; Liberty Moultrie; Sullivan, Kimberly; Rubenstein, Rosa; WBD.SCASBESTOS; preid@vonbriesen.com; tdahms@vonbriesen.com; rlindley@vonbriesen.com; Angel Goodman; wac@roecassidy.com; Dmoore@RoeCassidy.com; vsheets@roecassidy.com; SingewaldC@WhiteandWilliams.com; Ryanh@whiteandwilliams.com; louis@milliganlawfirm.com; Jackie@milliganlawfirm.com; Ryan@milliganlawfirm.com; jmtchman@ewhlaw.com; asrogers@ewhlaw.com; plsisk@ewhlaw.com; PAMcGrath@ewhlaw.com; O'Neill, Elizabeth; WBD.SCASBESTOS; McLeod, Yancey; Sullivan, Kimberly; Baker, Charles; Carroll, Todd; Wells, Sarah; Robusto, Matt; rlindley@vonbriesen.com; preid@vonbriesen.com; tdahms@vonbriesen.com; spugh@richardsonplowden.com; CMcQueen@RichardsonPlowden.com; jthoensen@RichardsonPlowden.com; DBurkoff@HunterMaclean.com; nlaybourn@huntermaclean.com; psmith@huntermaclean.com; Robert.meriwether@nelsonmullins.com; Jase.glenn@nelsonmullins.com; David.traylor@nelsonmullins.com; Mark.phillips@nelsonmullins.com; Deirdre.mccool@nelsonmullins.com; Susan.collings@nelsonmullins.com; Kelli.eargle@nelsonmullins.com; Trish.koester@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Linda.wilson@nelsonmullins.com; Jo.lyons@nelsonmullins.com; TPeck@foxrothschild.com; sgflynn@foxrothschild.com; Ncherry@foxrothschild.com; Dcarnes@foxrothschild.com; kkolb@foxrothschild.com; atwilley@foxrothschild.com; dwhite@gwblawfirm.com; rtate@gwblawfirm.com; drheney@gwblawfirm.com; wmaurides@gwblawfirm.com; ctowers@gwblawfirm.com; BI@maronmarvel.com; CLA@maronmarvel.com; FOcel@maronmarvel.com; kln@maronmarvel.com; AGeddes@nexsenpruet.com; CKeibler@nexsenpruet.com; AWaring@nexsenpruet.com; cshoun@nexsenpruet.com; aaustin@nexsenpruet.com; mtrevino@nexsenpruet.com; carlpierce@piercesloan.com; pattiwilliams@piercesloan.com; bensmoot@piercesloan.com; carsonparker@piercesloan.com; Jameskennedy@piercesloan.com; elizabethhtaylor@piercesloan.com; daniellynch@piercesloan.com; treypierce@piercesloan.com; willearly@piercesloan.com; robinspitz@piercesloan.com; kristinhoward@piercesloan.com; qjones@grsm.com; bbond@grsm.com; mwiarda@grsm.com; leslie.packer@elliswinters.com; ashley.brathwaite@elliswinters.com; curtis.shiple@elliswinters.com; Scottie.Lee@elliswinters.com; CovilParalegal@elliswinters.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; tfreedle@hsblawfirm.com; sturner@hsblawfirm.com; cshytle@mcguirewoods.com; edimond@mcguirewoods.com; aries@smithlaw.com; aserrat@smithlaw.com; cbona@smithlaw.com; mmontgomery@robinsongray.com; rhutchens@robinsongray.com; mtodd@robinsongray.com; ltraywick@robinsongray.com; Blaffitte@robinsongray.com; smcconnell@robinsongray.com; eshofner@hpylaw.com; rwarren@hpylaw.com; dbrockman@hpylaw.com; mhoffman@hpylaw.com; jdexy@hpylaw.com; Chris.Collier@lewisbrisbois.com; Sheneka.Lodenquai@lewisbrisbois.com; Bogle, Michael; Wyman, Jason; WBD.SCASBESTOS; Lehman-Wooten, Deborah; Church, Susan; jdavis@ycrlaw.com; mriddle@ycrlaw.com; tgandy@ycrlaw.com; mbates@ycrlaw.com; jean.folsom@formanwatkins.com; Mary.Abdalla@formanwatkins.com; Chelsea.Lewis@formanwatkins.com; Peggy.Haralson@formanwatkins.com; astein@hedrickgardner.com; arorie@hedrickgardner.com; vdistaso@hedrickgardner.com; jonathanhall@parkerpoe.com; tinarouth@parkerpoe.com; kellygouin@parkerpoe.com; jennamcgee@parkerpoe.com; O'Neill, Elizabeth; Carroll, Todd; WBD.SCASBESTOS; mforshaw@stblaw.com; afrankel@stblaw.com; awilkinson@grsm.com; squerriere@grsm.com; willearly@piercesloan.com; robinspitz@piercesloan.com; billysweeny@piercesloan.com; kmiller@DMCLaw.com; mpritt@dmclaw.com; BPrice@dmclaw.com; Jessica.prosperi@huschblackwell.com; pdp@rplegalgroup.com; jspitz@rplegalgroup.com; Lindsay@rplegalgroup.com; bb@rplegalgroup.com; pete@mscmlaw.com; rgross@dobslegal.com; Elizabeth Moultrie; Jamie Rutkoski; mwilliams@dobslegal.com

Subject:

RE: June Pretrial Hearing

Attachments:

Proposed Agenda for Motions Hearing for June 2022 Block.docx

Chief Justice Toal: This morning we are delivering to you and Maya notebooks for the hearing on Monday, June 6th. The notebooks contain the motions for summary judgment and responses, the Plaintiffs' External (tmcvey@kassellaw.com<mailto:tmcvey@kassellaw.com>)

Report This

Email<<https://protection.inkyphishfence.com/report?id=d29tYmxlX2JvbmRfZGlja2luc29uL3NhcmFoLndlbGxzQHdiZC11cy5jb20vZTY2NWYzYmRmZmJhNjk2MGM1NTBhNWNjYzEzYzQwZGYvMTY1NDI1OTEyOS42NA==#key=2c647b7ae095d626bb7bbc38bed56a7c>> FAQ<https://wbd-us.universitysite.com/UniversitySiteWBD-US/Data/default/Resources/00/00/616/QR_-_Email_Banner.pdf>

Chief Justice Toal:

This morning we are delivering to you and Maya notebooks for the hearing on Monday, June 6th. The notebooks contain the motions for summary judgment and responses, the Plaintiffs' motions in limine and the Nash motion. By way of update, the Park and Garren cases have both fully resolved. The remaining Defendants in Wannamaker and Wilson are listed below. I am also attaching a proposed agenda. Please let me know if you have any questions or concerns. Best, Theile

1. Wannamaker

- * Ethyl
- * Santee Cooper (South Carolina Public Service Authority)

1. Wilson

- * Research Cottrell
- * Whittaker, Clark & Daniel

Theile McVey
Kassel McVey
Post Office Box 1476
1330 Laurel Street
Columbia, South Carolina 29202
803.256.4242
tmcvey@kassellaw.com<mailto:tmcvey@kassellaw.com>
www.kasselmvey.com<[https://urldefense.com/v3/__http://www.kasselmvey.com__!!NROYQQ!bdma9xD8xOdftJfRcnQQzSR4U7-H7GqGsKoACYv4hqumwM2fhiFg4DF4q4bkGsTiSZ2zKV4ijwSs80o39qY\\$](https://urldefense.com/v3/__http://www.kasselmvey.com__!!NROYQQ!bdma9xD8xOdftJfRcnQQzSR4U7-H7GqGsKoACYv4hqumwM2fhiFg4DF4q4bkGsTiSZ2zKV4ijwSs80o39qY$)>

From: Weeks, Maya J. <mweeks@sccourts.org>

Sent: Friday, May 13, 2022 9:43 AM

To: Devon Martinez-Rector <drector@dobslegal.com>; Ben Braly <bbraly@dobslegal.com>; Jason Johnson <jjohnson@dobslegal.com>; Melissa Varela <mvarela@dobslegal.com>; Elizabeth Moultrie <EMoultrie@kassellaw.com>; angela.strickland@bowmanandbrooke.com; Brianna.Arnone@bowmanandbrooke.com; Ashley Lord <Ashley.Lord@bowmanandbrooke.com>; wac@roecassidy.com; Dmoore@RoeCassidy.com;

vsheets@roecassidy.com; SingewaldC@WhiteandWilliams.com; ccollier@hpylaw.com; spugh@richardsonplowden.com; CMcQueen@RichardsonPlowden.com; jthoensen@RichardsonPlowden.com; wharte@richardsonplowden.com; mwhite@richardsonplowden.com; djones@richardsonplowden.com; louis@milliganlawfirm.com; Jackie@milliganlawfirm.com; TPeck@foxrothschild.com; sgflynn@foxrothschild.com; Ncherry@foxrothschild.com; Dcarnes@foxrothschild.com; kkolb@foxrothschild.com; atwilley@foxrothschild.com; JLee@rshc-law.com; drheney@gwblawfirm.com; wmaurides@gwblawfirm.com; dwhite@gwblawfirm.com; rtate@gwblawfirm.com; ctowers@gwblawfirm.com; Robert.meriwether@nelsonmullins.com; Jase.glenn@nelsonmullins.com; Mark.phillips@nelsonmullins.com; David.traylor@nelsonmullins.com; Susan.collings@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Linda.wilson@nelsonmullins.com; Mitch.brown@nelsonmullins.com; Matt.bogan@nelsonmullins.com; Nick.charles@nelsonmullins.com; Elizabeth.ONeill@wbd-us.com; Yancey.McLeod@wbd-us.com; todd.carroll@wbd-us.com; Chuck.Baker@wbd-us.com; Kimberly.sullivan@wbd-us.com; WBD.SCASBESTOS@wbd-us.com; ashley.brathwaite@elliswinters.com; CovilParalegal@elliswinters.com; Tara.Sullivan@klgates.com; KLGates_SC_Asbestos@klgates.com; skozick@kernodlaw.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; tfreedle@hsblawfirm.com; angela.strickland@bowmanandbrooke.com; Brianna.arnone@bowmanandbrooke.com; Ashley.Lord@bowmanandbrooke.com; Kim.Rothrock@bowmanandbrooke.com; wac@roecassidy.com; Dmoore@RoeCassidy.com; vsheets@roecassidy.com; SingewaldC@WhiteandWilliams.com; Ryanh@whiteandwilliams.com; Chris.Collier@lewisbrisois.com; spugh@richardsonplowden.com; CMcQueen@RichardsonPlowden.com; jthoensen@RichardsonPlowden.com; MWhite@RichardsonPlowden.com; louis@milliganlawfirm.com; Jackie@milliganlawfirm.com; tdougall@dougallfirm.com; wcollins@dougallfirm.com; mkalwajtyts@dougallfirm.com; JLee@rshc-law.com; drheney@gwblawfirm.com; wmaurides@gwblawfirm.com; kpredersoli@gwblawfirm.com; dwhite@gwblawfirm.com; rtate@gwblawfirm.com; jlaffitte@gwblawfirm.com; ctowers@gwblawfirm.com; amillerosborne@gwblawfirm.com; jdedman@gwblawfirm.com; ejones@gwblawfirm.com; pholland@gwblawfirm.com; Robert.meriwether@nelsonmullins.com; Jase.glenn@nelsonmullins.com; David.traylor@nelsonmullins.com; Mark.phillips@nelsonmullins.com; Deirdre.mccool@nelsonmullins.com; Susan.collings@nelsonmullins.com; Kelli.eagle@nelsonmullins.com; Trish.koester@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Linda.wilson@nelsonmullins.com; Jo.lyons@nelsonmullins.com; mitch.brown@nelsonmullins.com; matt.bogan@nelsonmullins.com; nick.charles@nelsonmullins.com; jenny.jordan@nelsonmullins.com; erika.fedolini@nelsonmullins.com; jack.slosson@nelsonmullins.com; Elizabeth.ONeill@wbd-us.com; Yancey.McLeod@wbd-us.com; todd.carroll@wbd-us.com; Chuck.Baker@wbd-us.com; WBD.SCASBESTOS@wbd-us.com; sarah.wells@wbd-us.com; Matt.Robusto@wbd-us.com; leslie.packer@elliswinters.com; ashley.brathwaite@elliswinters.com; curtis.shipley@elliswinters.com; joe.hammond@elliswinters.com; CovilParalegal@elliswinters.com; Tara.Sullivan@klgates.com; Kim.Taylor@klgates.com; skozick@kernodlaw.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; tfreedle@hsblawfirm.com; sturner@hsblawfirm.com; cshytle@mcguirewoods.com; bchubb@mcguirewoods.com; edimond@mcguirewoods.com; ckiger@smithlaw.com; aries@smithlaw.com; cbona@smithlaw.com; mmontgomery@robinsongray.com; rhutchens@robinsongray.com; BLaffitte@robinsongray.com; carlpierce@piercesloan.com; pattiwilliams@piercesloan.com; bensmoot@piercesloan.com; carsonparker@piercesloan.com; Jameskennedy@piercesloan.com; elizabethtaylor@piercesloan.com; daniellynch@piercesloan.com; treypierce@piercesloan.com; willearly@piercesloan.com; Robin S. Spitz <robinspitz@piercesloan.com>; kristinhoward@piercesloan.com; billysweeny@piercesloan.com; awilkinson@grsm.com; sguerriere@grsm.com; astein@hedrickgardner.com; arorie@hedrickgardner.com; vdistaso@hedrickgardner.com; peteb@rplfirm.com; mtrifos@rplfirm.com; Rebecca.rosier@santeecooper.com; Megan.driggers@santeecooper.com; jmttechman@ewhlaw.com; asrogers@ewhlaw.com; plsisk@ewhlaw.com; PAMcGrath@ewhlaw.com; jnelson@dmclaw.com; mpritt@dmclaw.com; bprice@dmclaw.com; kmiller@dmclaw.com; TPeck@foxrothschild.com; sgflynn@foxrothschild.com; Ncherry@foxrothschild.com; Dcarnes@foxrothschild.com; kkolb@foxrothschild.com; atwilley@foxrothschild.com; pdp@rplegalgroup.com; jspitz@rplegalgroup.com; Lindsay@rplegalgroup.com; bb@rplegalgroup.com; pete@mscmlaw.com; bbraly@dobslegal.com; Theile McVey <tmcvey@kassellaw.com>; Elizabeth Moultrie <EMoultrie@kassellaw.com>; Jamie Rutkoski <jrutkoski@kassellaw.com>; drector@dobslegal.com; mvarela@dobslegal.com; Jason Johnson <jjohnson@dobslegal.com>; Theile McVey <tmcvey@kassellaw.com>; Elizabeth Moultrie <EMoultrie@kassellaw.com>; jbj@dobslegal.com; jjohnson@dobslegal.com; cweeks@dobslegal.com;

sgflynn@foxrothschild.com; ncherry@foxrothschild.com; Atwilley@foxrothschild.com; dcarnes@foxrothschild.com; kkolb@foxrothschild.com; angela.strickland@bowmanandbrooke.com; Brianna.Arnone@bowmanandbrooke.com; jschulz@bradley.com; mgriffin@bradley.com; wac@roecassidy.com; vsheets@roecassidy.com; SingewaldC@WhiteandWilliams.com; Ryanh@WhiteandWilliams.com; bi@maronmarvel.com; focel@maronmarvel.com; spugh@richardsonplowden.com; jthoensen@richardsonplowden.com; wharte@richardsonplowden.com; mwhite@richardsonplowden.com; cberthelsen@richardsonplowden.com; cmcqueen@richardsonplowden.com; robert.meriwether@nelsonmullins.com; david.traylor@nelsonmullins.com; jase.glenn@nelsonmullins.com; Susan.collings@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Linda.wilson@nelsonmullins.com; Kelli.eagle@nelsonmullins.com; Trish.koester@nelsonmullins.com; jmttechman@ewhlaw.com; asrogers@ewhlaw.com; plsisk@ewhlaw.com; ashley.brathwaite@elliswinters.com; linda.jones@elliswinters.com; sarah.kaufman@elliswinters.com; Covilparalegal@elliswinters.com; Tara.sullivan@klgates.com; Ken.doele@klgates.com; Gwyn.Martin@klgates.com; pdp@rplegalgroup.com; jspitz@rplegalgroup.com; rgr@rplegalgroup.com; Lindsay@rplegalgroup.com; jonathan.paul@klgates.com; klgatesasbestos@klgates.com; Michael.ross@klgates.com; KLGates_SC_Asbestos@klgates.com; fitzpatrick@wtotrial.com; nadolink@wtotrial.com; skozick@kernodlelaw.com; assessoms@kernodlelaw.com; Sarah.wells@wbd-us.com; Elizabeth.oneill@wbd-us.com; Kimberly.sullivan@wbd-us.com; Rosa.Rubenstein@wbd-us.com; Julie.Wallace@wbd-us.com; WBD.SCASBESTOS@WBD-US.com; Todd.carroll@wbd-us.com; todd.mathis@wbd-us.com; Adam.setzer@wbd-us.com; kelly.jones@wbd-us.com; john.hawk@wbd-us.com; jade.alderman@wbd-us.com; michele.miller@wbd-us.com; ryan.gilsenan@wbd-us.com; michael.bogle@wbd-us.com; Jason.Wyman@wbd-us.com; Thomas.cull@wbd-us.com; Susan.church@wbd-us.com; Deborah.lehman-wooten@wbd-us.com; yvonne.fortner@wbd-us.com; Michael.sullivan@wbd-us.com; Chuck.baker@wbd-us.com; preid@vonbriesen.com; rlindley@vonbriesen.com; tdahms@vonbriesen.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; tfreedle@hsblawfirm.com; sturner@hsblawfirm.com; Mark.wall@walltempleton.com; Sarah.Schrodetzki@WallTempleton.com; mmontgomery@robinsongray.com; rhutchens@robinsongray.com; rowens@robinsongray.com; jlay@gwblawfirm.com; pholland@gwblawfirm.com; rtate@gwblawfirm.com; ctowers@gwblawfirm.com; bb@rplegalgroup.com; jwhite@spartanlaw.com; mshisko@spartanlaw.com; glynych@spartanlaw.com; Ageddes@nexsenpruet.com; Awaring@nexsenpruet.com; Trey Pierce III <treypierce@piercesloan.com>; Kristin Howard <kristinhoward@piercesloan.com>; James Kennedy <jameskennedy@piercesloan.com>; Elizabeth Taylor <elizabethtaylor@piercesloan.com>; Daniel F. Lynch <daniellynch@piercesloan.com>; Carl Pierce <carlpierce@piercesloan.com>; Ben Smoot <bensmoot@piercesloan.com>; Will Early <willearly@piercesloan.com>; Robin S. Spitz <robinspitz@piercesloan.com>; Barbie Chinnis <barbiechinnis@piercesloan.com>; twilke@flintlaw.com; robert.meriwether@nelsonmullins.com; mark.phillips@nelsonmullins.com; jase.glenn@nelsonmullins.com; elizabeth.oneill@wbd-us.com; wbd.scasbestos@wbd-us.com; spugh@richardsonplowden.com; wharte@richardsonplowden.com; mwhite@richardsonplowden.com; Tara.Sullivan@klgates.com; ken.doele@klgates.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; vrawl@grsm.com; bbihun@grsm.com; rhuenefeld@ewhlaw.com; asrogers@ewhlaw.com; jmttechman@ewhlaw.com; Susan.collings@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Jo.lyons@nelsonmullins.com; sturner@hsblawfirm.com; CMcQueen@RichardsonPlowden.com; DJones@RichardsonPlowden.com; Kimberly.Sullivan@wbd-us.com; rosa.rubenstein@wbd-us.com; preid@vonbriesen.com; tdahms@vonbriesen.com; rlindley@vonbriesen.com; Ashley.Brathwaite@elliswinters.com; covilparalegal@elliswinters.com; Theile McVey <tmcvey@kassellaw.com>; Elizabeth Moultrie <EMoultrie@kassellaw.com>; Liberty Moultrie <lmoultrie@kassellaw.com>; Kimberly.sullivan@wbd-us.com; Rosa.rubenstein@wbd-us.com; WBD.SCASBESTOS@wbd-us.com; preid@vonbriesen.com; tdahms@vonbriesen.com; rlindley@vonbriesen.com; Angel Goodman <angel@flintlaw.com>; wac@roecassidy.com; Dmoore@RoeCassidy.com; vsheets@roecassidy.com; SingewaldC@WhiteandWilliams.com; Ryanh@whiteandwilliams.com; louis@milliganlawfirm.com; Jackie@milliganlawfirm.com; Ryan@milliganlawfirm.com; jmttechman@ewhlaw.com; asrogers@ewhlaw.com; plsisk@ewhlaw.com; PAMcGrath@ewhlaw.com; Elizabeth.ONeill@wbd-us.com; WBD.SCASBESTOS@wbd-us.com; yancey.mcleod@wbd-us.com; Kimberly.Sullivan@wbd-us.com; Chuck.Baker@wbd-us.com; todd.carroll@wbd-us.com; sarah.wells@wbd-us.com; Matt.Robusto@wbd-us.com; rlindley@vonbriesen.com; preid@vonbriesen.com; tdahms@vonbriesen.com; spugh@richardsonplowden.com; CMcQueen@RichardsonPlowden.com; jthoensen@RichardsonPlowden.com; DBurkoff@HunterMaclean.com; nlaybourn@huntermaclean.com; psmith@huntermaclean.com; Robert.meriwether@nelsonmullins.com;

Jase.glenn@nelsonmullins.com; David.traylor@nelsonmullins.com; Mark.phillips@nelsonmullins.com; Deirdre.mccool@nelsonmullins.com; Susan.collings@nelsonmullins.com; Kelli.eargle@nelsonmullins.com; Trish.koester@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Linda.wilson@nelsonmullins.com; Jo.lyons@nelsonmullins.com; TPeck@foxrothschild.com; sgflynn@foxrothschild.com; Ncherry@foxrothschild.com; Dcarnes@foxrothschild.com; kkolb@foxrothschild.com; atwilley@foxrothschild.com; dwhite@gwblawfirm.com; rtate@gwblawfirm.com; drheney@gwblawfirm.com; wmaurides@gwblawfirm.com; ctowers@gwblawfirm.com; BI@maronmarvel.com; CLA@maronmarvel.com; FOcel@maronmarvel.com; kln@maronmarvel.com; AGeddes@nexsenpruet.com; CKeibler@nexsenpruet.com; AWaring@nexsenpruet.com; cshoun@nexsenpruet.com; aaustin@nexsenpruet.com; mtrevino@nexsenpruet.com; carlpierce@piercesloan.com; pattiwilliams@piercesloan.com; bensmoot@piercesloan.com; carsonparker@piercesloan.com; Jameskennedy@piercesloan.com; elizabethtaylor@piercesloan.com; daniellynch@piercesloan.com; treypierce@piercesloan.com; willearly@piercesloan.com; robinspitz@piercesloan.com; kristinhoward@piercesloan.com; qjones@grsm.com; bbond@grsm.com; mwiarda@grsm.com; leslie.packer@elliswinters.com; ashley.brathwaite@elliswinters.com; curtis.shipley@elliswinters.com; Scottie.Lee@elliswinters.com; CovilParalegal@elliswinters.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; tfreedle@hsblawfirm.com; sturner@hsblawfirm.com; cshytle@mcguirewoods.com; edimond@mcguirewoods.com; aries@smithlaw.com; aserrat@smithlaw.com; cbona@smithlaw.com; mmontgomery@robinsongray.com; rhutchens@robinsongray.com; mtodd@robinsongray.com; ltraywick@robinsongray.com; Blaffitte@robinsongray.com; smcconnell@robinsongray.com; eshofner@hpylaw.com; rwarren@hpylaw.com; dbrockman@hpylaw.com; mhoffman@hpylaw.com; jdoxey@hpylaw.com; Chris.Collier@lewisbrisbois.com; Sheneka.Lodenquai@lewisbrisbois.com; michael.bogle@wbd-us.com; Jason.wyman@wbd-us.com; WBD.SCASBESTOS@wbd-us.com; Deborah.Lehman-Wooten@wbd-us.com; Susan.Church@wbd-us.com; jdavis@ycrlaw.com; mriddle@ycrlaw.com; tgandy@ycrlaw.com; mbates@ycrlaw.com; jean.folsom@formanwatkins.com; Mary.Abdalla@formanwatkins.com; Chelsea.Lewis@formanwatkins.com; Peggy.Haralson@formanwatkins.com; astein@hedrickgardner.com; arorie@hedrickgardner.com; vdistaso@hedrickgardner.com; jonathanhall@parkerpoe.com; tinarouth@parkerpoe.com; kellygouin@parkerpoe.com; jennamcgee@parkerpoe.com; Elizabeth.ONeill@wbd-us.com; todd.carroll@wbd-us.com; WBD.SCASBESTOS@wbd-us.com; mforshaw@stblaw.com; afrankel@stblaw.com; awilkinson@grsm.com; sguerriere@grsm.com; willearly@piercesloan.com; robinspitz@piercesloan.com; billysweeny@piercesloan.com; kmiller@DMCLaw.com; mpritt@dmclaw.com; BPrice@dmclaw.com; Jessica.prosperi@huschblackwell.com; pdp@rplegalgroup.com; jspitz@rplegalgroup.com; Lindsay@rplegalgroup.com; bb@rplegalgroup.com; pete@mscmlaw.com; rgross@dobslegal.com; Theile McVey <tmcvey@kassellaw.com>; Elizabeth Moultrie <EMoultrie@kassellaw.com>; Jamie Rutkoski <jrutkoski@kassellaw.com>; mwilliams@dobslegal.com

Subject: June Pretrial Hearing

Hi All:

The pretrial hearing for the June trial block, including Wannamaker v. 3M Company et. al., will be held on June 6th, 2022 at the Richland County courthouse. An agenda will be sent out prior to the hearing that will confirm time and courtroom.

Please send a copy of all motions to Chief Justice Toal and I. Chief Justice Toal prefers that motions binders be sent to her home address (please reach out to me individually for her home address if needed) and motions can be sent to me at the Senate Street address below my signature.

The court is providing a court reporter for this hearing.

Thank you,

Maya J. Weeks, M.A., J.D.
Circuit Court Law Clerk- Floater
South Carolina Judicial Branch

1220 Senate Street, Suite 221

Columbia, SC 29201

(803) 734-0833

mweeks@sccourts.org<mailto:mweeks@sccourts.org>

[https://link.edgepilot.com/s/1fdefacf/UtnmQC-](https://link.edgepilot.com/s/1fdefacf/UtnmQC-o406q8ovpulBmZw?u=http://www.sccourts.org/<https://urldefense.com/v3/__https://link.edgepilot.com/s/1fdefacf/UtnmQC-o406q8ovpulBmZw?u=http:**Awww.sccourts.org*__;Ly8v!!NROYQQ!bdma9xD8xOdftJfRcnQQzSR4U7-H7GqGsKoACYv4hqumwM2fhiFg4DF4q4bkGsTiSZ2zKV4ijwSs0L1JrUo$>)

[o406q8ovpulBmZw?u=http://www.sccourts.org/<https://urldefense.com/v3/__https://link.edgepilot.com/s/1fdefacf/UtnmQC-o406q8ovpulBmZw?u=http:**Awww.sccourts.org*__;Ly8v!!NROYQQ!bdma9xD8xOdftJfRcnQQzSR4U7-H7GqGsKoACYv4hqumwM2fhiFg4DF4q4bkGsTiSZ2zKV4ijwSs0L1JrUo\\$>](https://link.edgepilot.com/s/1fdefacf/UtnmQC-o406q8ovpulBmZw?u=http://www.sccourts.org/<https://urldefense.com/v3/__https://link.edgepilot.com/s/1fdefacf/UtnmQC-o406q8ovpulBmZw?u=http:**Awww.sccourts.org*__;Ly8v!!NROYQQ!bdma9xD8xOdftJfRcnQQzSR4U7-H7GqGsKoACYv4hqumwM2fhiFg4DF4q4bkGsTiSZ2zKV4ijwSs0L1JrUo$>)

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

## PROOF OF SERVICE

---

I, the undersigned of the law offices of Gordon Rees Scully Mansukhani LLP, attorneys for Petitioners Charter Consolidated Ltd., ESAB Corporation, and Central Mining & Investment Corporation Ltd., (“Charter Petitioners”) do hereby certify that I have served all parties to this appeal with a copy of the pleading(s) specific below by emailing them at the addresses below:

Pleading(s): Charter Petitioners’ Petition For A Writ of Prohibition and A Writ of Certiorari

### Parties Served:

G. Murrell Smith, Jr. ([murrell@smithrobinsonlaw.com](mailto:murrell@smithrobinsonlaw.com))  
John T. Lay, Jr. ([jlay@gwblawfirm.com](mailto:jlay@gwblawfirm.com))  
Gray T. Culbreath ([gculbreath@gwblawfirm.com](mailto:gculbreath@gwblawfirm.com))  
Lindsay A. Joyner ([ljoyner@gwblawfirm.com](mailto:ljoyner@gwblawfirm.com))  
Eleanor L. Jones ([ejones@gwblawfirm.com](mailto:ejones@gwblawfirm.com))  
Jonathan M. Robinson ([jon@smithrobinsonlaw.com](mailto:jon@smithrobinsonlaw.com))  
Shanon N. Peake ([shanonp@smithrobinsonlaw.com](mailto:shanonp@smithrobinsonlaw.com))  
Troy S. Brown ([troy.brown@morganlawis.com](mailto:troy.brown@morganlawis.com))  
Dana E. Becker ([dana.becker@morganlewis.com](mailto:dana.becker@morganlewis.com))  
Brady Edwards ([brady.edwards@morganlewis.com](mailto:brady.edwards@morganlewis.com))  
Robert W. Jacques ([robert.jacques@morganlewis.com](mailto:robert.jacques@morganlewis.com))  
Paul A. Scrudato ([paul.scrudato@morganlewis.com](mailto:paul.scrudato@morganlewis.com))

### *Counsel for the Putative Receiver for Cape PLC*

Theile B. McVey ([tmcvey@kassellaw.com](mailto:tmcvey@kassellaw.com))  
John D. Kassel ([jkassel@kassellaw.com](mailto:jkassel@kassellaw.com))  
Jamie D. Rutkoski ([jrutkoski@kassellaw.com](mailto:jrutkoski@kassellaw.com))  
Charles William Branham, III ([tbranham@dobslegal.com](mailto:tbranham@dobslegal.com))  
Kevin W. Paul ([kpaul@dobslegal.com](mailto:kpaul@dobslegal.com))  
David Christopher Humen ([dhumen@dobslegal.com](mailto:dhumen@dobslegal.com))

### *Counsel for Plaintiffs*

James H. Elliott, Jr. ([jelliott@richardsonplowden.com](mailto:jelliott@richardsonplowden.com))  
Cameron D. Berthelsen ([cberthelsen@richardsonplowden.com](mailto:cberthelsen@richardsonplowden.com))

### *Counsel for AA/DB Non-US Third-Party Defendants*

Steven J. Pugh (spugh@richardsonplowden.com)  
Benjamin P. Carlton (bcarlton@richardsonplowden.com)  
Carmen V. Ganjehsani (cganjehsani@richardsonplowden.com)  
Ashwin R. Sanzgiri ([asanzgiri@richardsonplowden.com](mailto:asanzgiri@richardsonplowden.com))

*Counsel for ArranCo US, LLC; Hawk Bidco (US) Inc.; and Sparrows Offshore, LLC*

Stephen L. Brown (sbrown@ycrlaw.com)  
James D. Gandy, III (tgandy@ycrlaw.com)  
Stephen A. Griffith ([sgriffith@ycrlaw.com](mailto:sgriffith@ycrlaw.com))

*Counsel for Asbestos Corporation Limited*

M. Todd Carroll (todd.carroll@wbd-us.com)  
Kevin A. Hall (kevin.hall@wbd-us.com)  
M. Elizabeth O'Neill ([elizabeth.oneill@wbd-us.com](mailto:elizabeth.oneill@wbd-us.com))

*Counsel for Co-Appellants Mohed Altrad and Altrad Investment Authority SAS*

By: /s/ A. Victor Rawl, Jr.

October 19, 2025