

STATE OF SOUTH CAROLINA  
In the Supreme Court

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**Jan 30 2026**

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

S.C. SUPREME COURT

The Honorable Jean H. Toal  
Acting Circuit Court Judge

Appellate Case No. 2025-002104

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; 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; KMac Services Incorporated; Metropolitan Life Insurance Company; Mine Safety Appliances Company, LLC; MP Supply, Inc.; The Nash Engineering Company; Occidental Chemical Corporation; Paramount Global; Patterson Pump Company; PECW Holding Company; Pfizer Inc.;

Piedmont Insulation, Inc.; Plastics Engineering Company; Presnell Insulation Co., Inc.; Redco Corporation; Riley Power Inc.; Rockwell Automation, Inc.; RSCC Wire & Cable LLC; Schneider Electric USA, Inc.; Sequoia Ventures Inc.; Spirax Sarco, Incl; SPX Corporation; Stafford Insulation Company; Standard Insulation Company of N.C., Inc.; Starr Davis Company, Inc.; Starr Davis Company of S.C., Inc.; Sterling Fluid Systems (USA) LLC; TE Wire & Cable, LLC; Thermo Electric Company, Inc.; Union Carbide Corporation; Valves and Controls US, Inc.; Velan Valve Corp.; Viking Pump, Inc; Vistra Intermediate Company LLC; The William Powell Company; Wind Up, Ltd.; Yuba Heat Transfer LLC; and Zurn Industries, LLC ..... Defendants,

of which

Asbestos Corporation Limited is the .....Appellant in Related Case,

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., Vida 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,..... Third-Party Defendants,

Of which Charter Consolidated Ltd., Central Mining & Investment Corporation Ltd., Mohed Altrad, and Altrad Investment Authority S.A.S. are the..... Appellants.

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**MOTION FOR LEAVE TO FILE BRIEF OF *AMICUS CURIAE* NATIONAL UNION  
FIRE INSURANCE CO. OF PITTSBURGH, PA IN SUPPORT OF APPELLANTS**

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National Union Fire Insurance Company of Pittsburgh, PA (“National Union”) hereby moves the Court for leave to file an *amicus curiae* brief in support of Appellants Charter Consolidated Ltd., Central Mining & Investment Corporation Ltd., Mohed Altrad, and Altrad Investment Authority S.A.S. (together, Appellants”), who are challenging the validity of the receivership that the Circuit Court imposed on Cape Intermediate Holdings Ltd. (“CIHL”), one of the 25 companies that the Circuit Court has placed into receivership in its asbestos docket. National Union conditionally files its brief, which includes an appendix summarizing those 25 receiverships, with this Motion.

This appeal raises important issues concerning the deficiencies and overreaches in the numerous receivership matters in South Carolina’s asbestos docket. In its recent decision in *Welch v. Advance Auto Parts, Inc.*, 445 S.C. 640, 916 S.E.2d 320 (2025), this Court began the process of reining in those receiverships, articulating several limitations on, and reiterating long-standing, fundamental requirements for, prejudgment receiverships in this State. Soon after, in *Tibbs v. 3M Company*, Nos. 2024-001423, *et seq.* (S.C. June 26, 2025) (the “*Tibbs* Order”), this Court identified a further need for its supervision and oversight of the receiverships. After *Welch* and the *Tibbs* Order, that need has only become more acute. *Welch* and the *Tibbs* Order made clear that courts must exercise caution and restraint before invoking the extreme and unusual practice of appointing a prejudgment receiver, as receivership is a tool to be used only in rare and extraordinary circumstances. This Court instructed the Circuit Court to review each and every asbestos receivership to ensure that each met the standard for appointing a receiver under South

Carolina law. To date, the Circuit Court has not done so, instead commenting that this Court “is not completely aware of how receiverships are used in South Carolina.” (R.1737, lines 21-25).

The October 13, 2025 order (“October 13 Order”) that is the subject of this appeal is emblematic of this approach. It failed to heed *Welch*’s clear guidance and the *Tibbs* Order’s clear instruction, appointing a receiver for an entity—CIHL—that was not even a defendant in the *Tibbs* case, and doing so without any appointment motion by the *Tibbs* plaintiffs. Nor was there a finding of danger that any property at issue—and there is none, because *Tibbs* is an asbestos personal injury case and has nothing to do with specific property—would be materially injured before the case could be resolved. Nor was there a showing that no adequate remedy existed at law. Nor did the October 13 Order include a provision fixing the value of any property at issue so that a bond could be given for it, as S.C. Code §§ 15-65-50 and 15-65-60 require for all orders appointing a receiver prior to judgment, even though this Court had just emphasized this statutory requirement in *Welch*. Nor did the Circuit Court limit the Receiver’s powers to the “cause” for which he was appointed. In addition, in direct contradiction of *Welch*, the October 13 Order purports to grant the Receiver entry into CIHL’s boardroom, allowing him to accept service for CIHL, sue in CIHL’s name, enter into—and void—contracts on CIHL’s behalf, and waive CIHL’s defenses to liability. The October 13 Order overstepped not just *Welch* but also the statutory and constitutional bounds that apply to prejudgment receiverships in South Carolina, and it must be reversed.

National Union has a significant interest in the proper resolution of this appeal. It is an underwriter of insurance in the United States and has issued policies that cover asbestos-related liabilities. National Union has been sued in multiple cases by Peter Protopapas purporting to act as the receiver for Payne & Keller Company (“Payne & Keller”). The Payne & Keller receivership, like many of the receiverships in the asbestos docket, was created on the bare allegation that the

company was dissolved and had not answered the complaint. Many of those companies, like Payne & Keller and CIHL here, were foreign corporations (*i.e.*, not incorporated in South Carolina).

The Payne & Keller receivership illustrates the unbounded authority that the Circuit Court and its appointed receivers have purported to exercise over foreign companies as well as the potential consequences for those companies. Payne & Keller was once a Texas corporation, but it dissolved under Texas law in 1986 and all claims against it were barred as of 1989. South Carolina is bound to give Texas law full faith and credit and bar suits against Payne & Keller, yet the Circuit Court in South Carolina appointed a receiver over the company without any hearing, to allow suits to be filed against it. Relying on that appointment, the receiver for Payne & Keller has sued National Union, multiple other carriers, Texas defense counsel retained to defend Payne & Keller in Texas, and others. He has also seized control of Payne & Keller's boardroom, using a later Circuit Court order to obtain a certificate from Texas's Secretary of State revoking Payne & Keller's dissolution; purporting to change Payne & Keller's state of incorporation to South Carolina; and routinely accepting service of suits against Payne & Keller filed across the country.<sup>1</sup> As a result, the dissolved company has now been sued by over 1,000 plaintiffs whose suits are barred by Texas law. The receiver for Payne & Keller has also filed numerous actions in the company's name seeking relief ranging far beyond the plaintiff's claim in the South Carolina cause where he was appointed.

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<sup>1</sup> National Union's October 16, 2023 motion to reconsider the Circuit Court's October 5, 2023 order revoking Payne & Keller's dissolution remains pending, as does its appeal to the Texas Court of Appeals from the receiver's clerical domestication of that order. National Union has also asked the Circuit Court to dissolve the receivership and vacate the receiver's attempt to relocate Payne & Keller to South Carolina. (*See* June 25, 2025 Motion to Dissolve or Discontinue Payne & Keller Receivership, Deem Certain Conduct of the Receiver Void Ab Initio, and Dismiss Second Amended Third-Party Complaint, *Childers*, Case No. 2021-CP-40-03484). These motions continue to await a hearing.

Because of this conduct, National Union has a particular interest in ensuring that *Welch* and the *Tibbs* Order are properly applied and that receiverships in the South Carolina asbestos docket comply with the law.

National Union's proposed *amicus curiae* brief also will assist the Court. It provides a broader context as to the ongoing prejudgment receivership practices in the Circuit Court's asbestos docket. It explains how the Receiver is exercising powers well beyond those of a limited *pendente lite* receiver appointed to preserve property responsive to the plaintiff's claim in the "cause" where he is appointed, including by seeking to confess liability and eliminate the receivership entity's defenses to suit. It discusses how South Carolina law gives no authority to a South Carolina court to seize and take control of the affairs of a foreign corporation and all of its property through a receivership, as the October 13 Order purported to do here. It describes Title 15's requirement that a receivership order must value the property at issue so that a bond can be posted, and explains why this requirement cannot be ignored as the Receiver and Tibbs plaintiffs suggest. Finally, it addresses and refutes the Tibbs' plaintiffs' argument that only the entity in receivership may challenge the appointment of a receiver.

Accordingly, this Court should grant leave for National Union to file its proposed *amicus curiae* brief in support of Appellants.

Respectfully submitted,

MURPHY & GRANTLAND, P.A.

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