

STATE OF SOUTH CAROLINA
In the Supreme Court

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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 theAppellant 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.

**BRIEF OF *AMICUS CURIAE* NATIONAL UNION FIRE INSURANCE CO. OF
PITTSBURGH, PA IN SUPPORT OF APPELLANTS**

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INTEREST OF AMICUS CURIAE

National Union Fire Insurance Company of Pittsburgh, PA (“National Union”) submits this brief *amicus curiae* in support of Appellants Charter Consolidated Ltd., Central Mining & Investment Corporation Ltd., Mohed Altrad, and Altrad Investment Authority S.A.S. (together, Appellants”). Appellants are challenging the validity of the receivership that the Circuit Court imposed on Cape Intermediate Holdings Ltd. (“CIHL”) in its October 13, 2025 order (the “October 13 Order”). CIHL is one of the 25 companies that the Circuit Court has placed into receivership in its asbestos docket. National Union has a significant interest in the proper resolution of this appeal, because it has been sued in multiple cases by Peter Protopapas purporting to act as the receiver for another of those asbestos defendants: Payne & Keller Company (“Payne & Keller”).

The Payne & Keller receivership and the other receiverships in South Carolina’s asbestos docket share similar deficiencies and overreaches to those presented here. In particular, the receiver’s conduct with respect to Payne & Keller illustrates the unbounded authority that the Circuit Court and its appointed receivers have purported to exercise over foreign companies (*i.e.*, businesses that are not incorporated in South Carolina) 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 under Texas statute.¹ South Carolina is bound to

¹ The Texas law that barred all suits against Payne & Keller, Tex. Bus. Corp. Act Art. 7.12 (1984), is subject to full faith and credit in South Carolina (and other states) under Article IV, Section 1 of the U.S. Constitution (“Full Faith and Credit shall be given in each State to the public Acts, Records, and judicial Proceedings of every other State.”), and could not be circumvented by appointing a receiver in this State. *See In re All Cases Against Sager Corp.*, 132 Ohio St. 3d 5, 8-9, 967 N.E.2d 1203, 1206-07 (2012) (holding that Ohio could not appoint receiver for dissolved Illinois corporation as it was no longer subject to suit); *Lilliquist v. Copes-Vulcan, Inc.*, 21 A.3d 1233, 1236-37 (Pa. Super. 2011) (refusing to permit appointment of receiver for dissolved (*cont’d on next page*))

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.² 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.

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. A ruling for Appellants in this case will help to reinforce the limits that this Court has already imposed on prejudgment receiverships and rein in the extreme and

Alabama corporation to manage insurance funds, because all of plaintiffs' claims were barred as a matter of Alabama law and insurance did not constitute a "presently existing legal right" to permit appointment of receiver); *Williams v. Clark Sand Co.*, 212 So. 3d 804, 809-10 (Miss. 2015) (following *Sager*; giving full faith and credit to Florida's corporate dissolution statute, and barring claims in Mississippi).

² 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.

unprecedented receivership practices in South Carolina’s asbestos docket.

INTRODUCTION AND SUMMARY OF ARGUMENT

In its recent decision in *Welch v. Advance Auto Parts, Inc.*, 445 S.C. 640, 916 S.E.2d 320 (2025), this Court articulated several limitations on, and reiterated 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 underscored the need for it to supervise and actively oversee the numerous receiverships in South Carolina’s asbestos docket. After *Welch* and the *Tibbs Order*, that need has only become more acute. *Welch* and the *Tibbs Order* emphasized that courts must exercise caution 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 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 Circuit Court’s use of receiverships in the asbestos docket merits a much closer examination, as the *Tibbs Order* signifies. In nineteen of those receiverships, including the Payne & Keller receivership, the Circuit Court appointed a receiver before judgment on the bare allegation that the company was dissolved and did not file an answer. *See* Appendix 1 (chart listing and describing the 25 receiverships in the South Carolina asbestos docket). Seventeen of those companies were foreign corporations (*i.e.*, not incorporated in South Carolina). *Id.*

The Circuit Court appointed the receiver as a matter of routine—typically, within mere days of receiving a motion for appointment. *Id.* The orders appointing the receiver included no detailed findings of fact, much less findings showing the “rare” and “extreme” circumstances that this Court has stated are necessary for appointing a prejudgment receiver. *Welch*, 445 S.C. at 659,

916 S.E.2d at 330. The orders also did not include a bond fixing the value of any property placed in the receiver’s hands, as required by S.C. Code § 15-65-60, and they made no finding that any such property would otherwise be materially injured before the underlying suit was brought to judgment. In the cases involving foreign corporations, the Circuit Court purported to appoint the receivers pursuant to S.C. Code § 15-65-10(4), but it made no finding that those companies had “property within the state” over which a receiver could be appointed, as Section 15-65-10(4) requires. *See, e.g.*, Aug. 27, 2021 Order Appointing Receiver Over Payne & Keller Company, *Childers*, Case No. 2021-CP-40-03484.

The October 13 Order on appeal here creates yet another substantively and procedurally defective prejudgment receivership. Originally, the Receiver was appointed over “Cape”³ in *Park v. Armstrong International, Inc.*, No. 2021-CP-40-02727 (S.C. Ct. Common Pleas, Richland Cty., Mar. 17, 2023))—not the *Tibbs* action where the Receiver now purports to act. The original Cape appointment order had no legal basis: Cape was not served in *Park*; it was not dissolved, even though its purported dissolution was the sole basis for the original appointment; the *Park* case had been “fully resolved” months before the Receiver was appointed; and the party who sought the appointment, Keith Park, who purported to be acting as personal representative of the Estate of Isabella Park, had been terminated as representative months before.

Even after this Court’s instructions in *Welch* and *Tibbs*, however, the Circuit Court did not dissolve this incurably defective receivership. Instead, without any proper motion to appoint a receiver and without service on Cape in *Tibbs*, the Circuit Court issued the October 13 Order, purporting to revive the Cape receivership in a new action, over a new company—CIHL—that

³ The March 17, 2023 appointment order in *Park v. Armstrong International, Inc.*, Case No. 2021-CP-40-02727, appointed a receiver over “Cape PLC.” R.780.

was not even a defendant in *Tibbs*. The October 13 Order disregarded both *Welch*'s clear guidance and the explicit instructions in the *Tibbs* Order. Therefore, it falls again to this Court to uphold South Carolina receivership law.

This appeal calls further attention to several important errors and excesses in the CIHL receivership that are repeated across the other receiverships in the asbestos docket. *First*, the Receiver is purporting to act as a general receiver, taking over the corporation in receivership, waiving its defenses to and confessing liability, accepting service of claims nationwide, and liquidating its assets. None of these actions is appropriate for a prejudgment receiver appointed to preserve specific property that is at issue in the "cause" for which he is appointed. In *Welch*, this Court recognized that the Circuit Court could not give the receiver power over "every claim relating to Atlas Turner's assets and business activities." 445 S.C. at 667, 916 S.E.2d at 334. The Court made clear that a receivership order granting power over certain assets that "have the potential to cover Mr. Welch's injuries" did not grant the receiver "entry into the Atlas Turner boardroom" or some vague right to "take over" operation of the company. 445 S.C. at 667, 916 S.E.2d at 334–35. But that is precisely what the Receiver purports to do over CIHL, Payne & Keller, and many other corporations.

Second, under S.C. Code § 15-65-10(4), a court may only appoint a receiver over the "property within this State" of a foreign corporation. The Circuit Court made no findings that CIHL has "property within this State." Without such property, a receivership could not be imposed. Appellees do not identify any such property. Rather, the Receiver asserts that his appointment permits him to pursue and liquidate all of CIHL's "choses in action." But a "chose in action" (the

right to recover one’s personal property in the possession of another⁴) that belongs to a foreign corporation, asserted against other foreign corporations, is not property in South Carolina. The Receiver’s “chose in action” argument shows that he is indeed attempting to act as a general receiver for a foreign corporation, asserting—and liquidating—claims far beyond the scope of the “cause” where he was appointed. His “chose in action” argument shows only that his appointment is improper.

Third, the October 13 Order did not include a provision fixing the value of any property to allow posting a bond, 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 that statutory requirement in *Welch*. The Receiver’s argument that no bond can be imposed because he is seeking to assert unbounded and undefined causes of action that cannot be valued shows yet again that he is purporting to act as a general receiver, not a limited *pendente lite* receiver under Title 15.

Finally, the Tibbs plaintiffs argue that the Court can ignore all these deficiencies and that CIHL is the only entity that can challenge the receivership order. They are wrong. Any interested party may oppose the appointment of a receiver or seek to discharge him. Appellants are not bystanders: the Receiver is asserting claims against Appellants, and they have standing—indeed, the right—to challenge those claims on the ground that the Receiver was invalidly appointed.

ARGUMENT

I. IN THIS CASE AND OTHER RECEIVERSHIPS, THE RECEIVER IS EXERCISING AUTHORITY FAR BEYOND PRESERVING SPECIFIC PROPERTY FOR A POTENTIAL JUDGMENT IN THE UNDERLYING “CAUSE.”

This case and the Circuit Court’s other receiverships in the asbestos docket involve the

⁴ CHOSE, Black’s Law Dictionary (12th ed. 2024) (regarding “chose in action”: “The right to bring an action to recover a debt, money, or thing”).

appointment of a prejudgment receiver pursuant to S.C. Code § 15-65-10, which is located in a chapter of the Civil Remedies and Procedures title addressing “Receivership and Other Provisional Remedies.” “The appointment of a receiver *pendente lite* by the court [i]s purely a provisional remedy—to preserve the assets of the [defendant].” *Vasiliades v. Vasiliades*, 231 S.C. 366, 376, 98 S.E.2d 810, 815 (1957). As a provisional—that is, temporary—equitable remedy, a prejudgment receivership “transfer[s] the custody of the property in controversy from a litigant to a third party, under the direction of the court, during the litigation” (*pendente lite*). *Pelzer v. Hughes*, 27 S.C. 408, 3 S.E. 781, 785 (1887). Accordingly, it “should be resorted to only in exceptional circumstances.” *Welch*, 445 S.C. at 658, 916 S.E.2d at 330 (cleaned up).

This Court has held that the pending case in which a receiver is appointed must raise a viable cause of action other than appointment of a receiver—there is no stand-alone cause of action to seek appointment. *Porter v. Brown*, 149 S.C. 151, 146 S.E. 810, 813-14 (1929) (“It is a well established rule that in order to authorize the appointment of a receiver it is essential that there be at the time of the appointment a suit pending in which relief other than the mere appointment of a receiver is sought.” (citation omitted)) (four-justice concurrence). In *Porter*, quoting Fletcher Cyclopedia of the Law of Corporations, this Court stated, “The remedy [of a receivership] is a provisional or auxiliary one invoked as an adjunct or aid of the principal relief sought by the action and never as the ultimate object of the action.” *Id.* at 814 n.1.

The appointment of a receiver under Title 15 must be limited to the “cause” for which the receiver is appointed. *Welch*, 445 S.C. at 667, 916 S.E.2d at 334 (the Circuit Court could not give the receiver power over “every claim relating to Atlas Turner’s assets and business activities,” and receivership order granting power over certain assets that “have the potential to cover Mr. Welch’s injuries” did not grant the receiver “entry into the Atlas Turner boardroom” or some vague right

to “take over” operation of the company); *see also Tibbs* Order ¶ (A)(2), R.1646 (requiring Circuit Court to ensure that “the receiver’s scope of authority is limited as set forth in *Welch*”); S.C. Code §§ 15-65-50 and 15-65-60 (referring to the appointment of a receiver “before final judgment *in the cause*,” using singular terminology to refer to the matter in which a receiver is appointed) (emphasis added); S.C. Code § 15-65-90 (stating that “the party procuring the appointment” is responsible for the “costs, charges and expenses” of any improper appointment).

Here and in other asbestos receiverships, the Receiver has laid claim to broad authority far beyond the *pendente lite* appointment that *Welch* described. The Circuit Court’s receivership orders purport to give the receiver the “power and authority [to] fully administer all assets of [the company], accept service on behalf of [the company], engage counsel on behalf of [the company] and take any and all steps necessary to protect the interests of [the company] whatever they may be.” *See, e.g.,* R.780. Thus, instead of ensuring that receivership orders are narrowly limited to comply with South Carolina statutes and constitutional restrictions on state court authority, these orders grant the putative receiver broad and unfettered authority.

In turn, the receiver uses that broad authority for much more than merely taking into possession and preserving specified property responsive to the appointing plaintiff’s claim. These actions include:

- ***Suing other parties, asserting and liquidating the company’s claims, and entering into contracts on behalf of the company.*** In this matter, the Receiver has sued Appellants in CIHL’s name, and he has sued CIHL’s prior and current legal counsel. He has entered into a contract in CIHL’s name (the settlement of the claims he alleged on its behalf against Anglo-American/De Beers) and he has attempted to create a fund from which he can pay other claims in CIHL’s name. In the Payne

& Keller receivership, the receiver has sued National Union, multiple other carriers, Texas defense counsel retained to defend Payne & Keller in Texas, Payne & Keller's parent companies, and their risk management company, asserting claims ranging far beyond the individual "cause" in which he was appointed. He has also purported to settle certain of these claims on behalf of Payne & Keller.⁵

- ***Seeking to waive or eliminate defenses or admit liability on behalf of the company.*** In this case, the Receiver has sought to admit CIHL's liability and waive its defenses—giving rise to court rulings that are adverse to CIHL—and waive service of claims against CIHL. Similarly, in the Payne & Keller receivership, the receiver argued that Payne & Keller's 1986 dissolution was fraudulent, and prohibited defense counsel from defending the company against a motion to revoke its dissolution, potentially exposing the company to expansive liability.⁶ These actions are not proper for a receiver charged with protecting the interests of the company.
- ***Taking other actions to enter the company's boardroom and seize control of the company.*** In the Payne & Keller receivership, the receiver purported to take a Texas company that was dissolved and could not be sued as of 1989, revive it, and convert it into a South Carolina corporation under his exclusive control. He filed articles of

⁵ See Nov. 20, 2024 Stipulation of Dismissal as to Third-Party Defendants Rexel USA, Inc; SKRLA, LLC; and Compass Risk Services, LLC, *Childers*, Case No. 2021-CP-40-03484.

⁶ See June 25, 2025 Motion to Dissolve or Discontinue the 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, Ex. 12 ¶ 10 ("On June 27, 2023, the Receiver objected and declined the insurers' request to authorize Payne & Keller's defense counsel to oppose Plaintiffs' Motion to Revoke the Termination of Payne & Keller Company.").

domestication and a report with the South Carolina Secretary of State stating that he was the only director and principal officer of Payne & Keller, that he was authorized to reincorporate the company in South Carolina, and that he was authorized to issue 100,000 shares of stock in the company.⁷ There is no indication in the record that any of these transactions were approved by SKRLA, LLC f/k/a Frentex Enterprises Corporation, which was the sole shareholder of Payne & Keller when it dissolved in 1986.

These actions have nothing to do with preserving specific property within this State—the sole purpose of a *pendente lite* receivership. Rather, each of them is a quintessential “boardroom” activity. *See generally* S.C. Code § 33-3-102(1) (providing “sue and be sued, complain, and defend in its corporate name” as the very first “general power” of a South Carolina corporation); *id.* § 33-3-102(7) (providing “make contracts” as a “general power” of a corporation); *id.* § 33-8-101 (providing that, with limited irrelevant exceptions, “all corporate powers must be exercised by or under the authority of, and the business and affairs of a corporation must be managed under the direction of, a board of directors”). As *Welch* and the *Tibbs* Order show, the Circuit Court’s sweeping grants of authority over these companies cannot stand.⁸

For foreign corporations like CIHL or Payne & Keller, the assertion of these powers violates South Carolina law for additional reasons. This Court has unequivocally held, citing S.C. Code § 33-15-105(c), that “in South Carolina, our Legislature has made clear that this state is not authorized to regulate the organization or internal affairs of a foreign corporation even if the

⁷ *See* Oct. 23, 2023 Notice of Filing and April 18, 2024 Notice of Filing, *Childers*, Case No. 2021-CP-40-03484.

⁸ The Receiver argues that he has no “intention” of taking over operation of the entities in receivership, entering their boardrooms, or interfering with their internal affairs (Receiver’s Br. 46), but his actions, both here and in the Payne & Keller receivership, show otherwise.

corporation *is* registered to conduct business in South Carolina.” *Pertuis v. Front Roe Rests., Inc.*, 423 S.C. 640, 649-50, 817 S.E.2d 273, 277-78 (2018) (emphasis in original) (cleaned up). That authority rests exclusively with the State of incorporation. *See also CTS Corp. v. Dynamics Corp. of Am.*, 481 U.S. 69, 89-90 (1987) (“No principle of corporation law and practice is more firmly established than a State’s authority to regulate domestic corporations.”). As the Third Circuit recently recognized in another case involving the Circuit Court’s receivership practices, South Carolina has no power to appoint a general receiver to take over the internal affairs of a foreign corporation. *See Protopapas v. Brenntag AG (In re Whittaker, Clark & Daniels, Inc.)*, 152 F.4th 432, 447 (3d Cir. 2025) (“Thus, when it comes to control over corporate decision-making, a state has no interest in regulating the internal affairs of foreign corporations,” and an order taking control of the “internal affairs of the corporation” “would be an unprecedented exertion of power over a foreign corporation whose internal affairs are governed by the laws of a sister state, and a radical intrusion into the province of a co-equal sovereign”) (cleaned up); *see also Protopapas v. Whittaker, Clark & Daniels, Inc.*, Civil Action No. 23-4151 (ZNQ), 2024 WL 2796449, at *7 n.8 (D.N.J. May 31, 2024) (holding that a South Carolina receivership did not displace the authority of the board of a New Jersey corporation to declare bankruptcy because, among other reasons, “such a position would violate the rights of other states to dispose of the property within their territories”).

In seeking to uphold his authority even after *Welch* and expand his powers into other causes involving other plaintiffs who have not sought his appointment, the Receiver relies on Rule 66(b), SCRCF. (Receiver’s Br. 45). But he overlooks Rule 64(a), SCRCF, which provides that “during the course of an action all remedies providing for seizure of person or property for the purpose of securing satisfaction of the judgment ultimately to be entered in the action are available under the

circumstances and *in the manner provided by law.*” (Emphasis added). A prejudgment receivership is such a remedy, and it is only available as permitted by South Carolina law.

Rule 66(a), meanwhile, states that “practice in the administration of estates by receivers . . . appointed by the court shall be *in accordance with the laws of this State.*” (Emphasis added.) Rule 66(b), in turn, says that the receiver of the property “of a debtor” has “general power and authority to sue for and collect the debts, demands and rents belonging to the debtor, and to compromise and settle such as are of a doubtful value,” and “may also sue and defend in the name of the debtor where it is necessary or proper for him to do so.” In the prejudgment receiverships in the asbestos docket, however, there is no judgment, no judgment creditor, and thus no “debtor.” By contrast, when Rule 66(b) refers to a receiver’s powers to “sue for and collect” the debts of a debtor and “sue and defend in the name of the debtor,” it is referring to the power of a post-judgment receiver to “carry the judgment into effect.” *See* S.C. Code § 15-65-10(2) and (3) (stating that a receiver may be appointed “[a]fter judgment” “to carry the judgment into effect” or “to dispose of the property according to the judgment or to preserve it during the pendency of an appeal or when an execution has been returned unsatisfied and the judgment debtor refuses to apply his property in satisfaction of the judgment”).

Rule 66(b) is thus inapplicable here, where there is no judgment, no “debtor,” and no general receiver or custodian permitted by South Carolina law. Regardless, the Rule is one of procedure and could not expand the Receiver’s powers beyond those permitted by Title 15, Chapter 65. *See* Rule 82(a), SCRCP (“These rules shall not be construed to extend or limit the jurisdiction of any court of this State . . .”).

II. AS TO FOREIGN CORPORATIONS, A RECEIVERSHIP IS ONLY PERMITTED OVER THEIR “PROPERTY WITHIN THE STATE,” AND IF THERE IS NO SUCH PROPERTY, THE RECEIVERSHIP IS INVALID.

As it has in numerous other cases, the Circuit Court appointed the Receiver here under S.C.

Code § 15-65-10(4), which permits a *pendente lite* receiver “when a corporation has been dissolved, or is insolvent, or in imminent danger of insolvency, or has forfeited its corporate rights; and, in like cases, of the property within this State of foreign corporations.” See October 13 Order, R.47.⁹ Under Section 15-65-10(4), however, a receivership may only be imposed over the “property within this State” of a foreign corporation, like CIHL here. When there is no proof that the foreign corporation has “property in this state,” a receiver may not be appointed. See *Boynton v. Consol. Indem. & Ins. Co.*, 180 S.C. 279, 185 S.E. 731, 737 (1936) (“there is a total failure of any proof that [entity subject to receivership] has property in this state;” accordingly, “[i]t is patent that the circuit judge was without authority to appoint a receiver . . .”). Cape’s “status as a foreign corporation” is not “beside the point” as the Receiver contends (Receiver’s Br. 44); it is critical to this limitation on the Circuit Court’s power.

Neither the October 13 Order, nor the Circuit Court’s many other orders appointing *pendente lite* receivers over foreign corporations under S.C. Code § 15-65-10(4), made any findings as to the “property within this State” over which a receiver was being appointed.¹⁰ And neither the Receiver nor the Tibbs plaintiffs have identified any such property belonging to CIHL. To the contrary, the Receiver states that it is “unclear whether Cape holds any funds at all.” (Receiver’s Br. 43). He also says that he is “investigating whether there are any potentially responsive insurance assets.” *Id.* at 44. But even if “potentially responsive” insurance policies had been located and identified, those policies would not be “property within this State” over which a receiver could be appointed. This Court has squarely held that an insurer’s “inchoate, conditional,

⁹ The Circuit Court also stated that “Cape’s moral fraud was sufficient to justify the appointment of a receiver over Cape under § 15-65-10(5).” R.38.

¹⁰ The Circuit Court stated that it was “limit[ing] the authority of the Receiver to administer the assets of Cape responsive [to] asbestos personal injury claims properly brought in South Carolina” (R.47), but did not further require that the assets themselves be located in South Carolina.

contingent obligations to the insured” are not “a debt subject to attachment under the law of this state.” *Howard v. Allen*, 254 S.C. 455, 459-60, 176 S.E.2d 127, 129 (1970).

The Receiver suggests that “causes of action, like the ones asserted in this case against the third-party defendants, are a form of property the Receiver can pursue.” (Receiver’s Br. 44 (citing Title 15’s definition of “personal property,” S.C. Code § 15-1-40)).¹¹ However, he never addresses whether a foreign corporation’s “intangible personal property,” including its “choses in action,” is “property within this State” over which a receiver can be appointed. It is not. A “chose in action”—as with any intangible asset—is found in either the domicile of the debtor or the domicile of the creditor; here, South Carolina is neither because both CIHL and Appellants are foreign corporations. *See Columbus S. Ry. Co. v. Wright*, 151 U.S. 470, 480 (1894) (“The choses in action of a corporation . . . and [its] personal property, according to the principles of the common law, have their situs at the domicile or place of business of the company.”); *H.J. Baker & Bro. v. Doe*, 88 S.C. 69, 70 S.E. 431, 433 (1911) (“It will thus be seen that tangible property is subject to attachment, wherever it may be located, but that a debt can be attached only at the domicile of the debtor.”); *Dial v. Gary*, 14 S.C. 573, 580 (1881) (decendent’s “chose in action” was located in South Carolina, the place where the debtor resided, and thus Massachusetts administrator of estate lacked authority to transfer “chose in action”).

Instead, the Receiver attempts to use *Welch* to suggest that the location of a defendant’s property is irrelevant to whether a receiver can be appointed over that property. (Receiver’s Br. 46-47). But this argument asks the Court to ignore the statutory limitations found in South Carolina

¹¹ A “chose in action” has been defined as “a type of property interest or a proprietary right to a claim or debt.” *Arredondo v. SNH SE Ashley River Tenant, LLC*, 433 S.C. 69, 77, 856 S.E.2d 550, 555 (2021).

law. *Pollock v. Carolina Interstate Bldg. & Loan Ass'n*, 48 S.C. 65, 25 S.E. 977, 980 (1896) (“A court deriving its power from the laws . . . cannot confer any greater power than it is given.”). S.C. Code § 15-65-10(4) expressly limits a receivership over a foreign corporation to that corporation’s “property within this State.” Because of this limitation, a South Carolina court may not seize control of and impose a receivership over all property of a foreign defendant regardless of where the property is located, simply because the court is alleged to have personal jurisdiction over the defendant. Holding otherwise would render Section 15-65-10(4)’s limitation to “property within this State” a meaningless nullity. And S.C. Code § 15-65-10(5) incorporates this limitation, only permitting receiverships “[i]n such other cases as are provided by law or may be in accordance with the existing practice, except as otherwise provided in this Code.” *Welch* did not address Section 15-65-10(4)’s statutory limitation of a receivership over a foreign corporation to its “property within this State.” This case provides an opportunity for the Court to uphold that limitation.

III. A PREJUDGMENT RECEIVERSHIP ORDER MUST FIX THE VALUE OF THE PROPERTY AT ISSUE SO THAT A BOND CAN BE POSTED TO DISCHARGE THE RECEIVER.

When a court appoints a receiver “before final judgment in the cause,” it “*shall* . . . insert[] in the order of appointment a clause fixing the value of the property for which the bond may be given, as prescribed in § 15-65-50.” S.C. Code § 15-65-60 (emphasis added). In turn, Section 15-65-60 states that the bond is to be “in the penalty of double the value of the property” and, if posted, the court “shall vacate the appointment of such receiver” S.C. Code § 15-65-50 and -60; *see also Welch*, 916 S.E.2d at 335. This statutory requirement reflects the limited nature of a *pendente lite* receivership—the purpose of the receivership is to secure specific property at issue in the litigation for potential recovery by the plaintiff in that pending litigation.

The October 13 Order does not include this provision. It is void for this reason alone. *See*

Truesdell v. Johnson, 144 S.C. 188, 142 S.E. 343, 348 (1928) (“[t]he provision for inserting a clause fixing the value of the property in the order appointing a receiver is mandatory, and without such clause the order is void”). Because a *pendente lite* receivership under S.C. Code § 15-65-10 is limited to specific property, the value of that property must be fixed in the order appointing the receiver. The Circuit Court cannot appoint a receiver, ask him to make an inventory of the defendant’s property, and then set a bond. *Id.* at 348 (“Nor do we agree with the respondent that the order of the judge directing the receiver to make an inventory of the assets of the company was equivalent to a clause fixing the value of the property”). Moreover, because the appointment of a receiver is for “the cause” (*i.e.*, the particular case in which it is entered), any such bond in this case would have to be limited to the value of the property responsive to the Tibbs’ claims against CIHL. That amount is \$0, because the Tibbs plaintiffs have not even sued CIHL—meaning that no receivership is proper.

Appellees are also wrong when they suggest that only the entity in receivership may post a bond for the property sought to be placed in the hands of a receiver. (*See, e.g.*, Receiver’s Br. 49). *Vasiliades* makes their error clear. In that case, the circuit court appointed a receiver for the “estate of Alexander Achilles Vasiliades.” 231 S.C. at 370, 98 S.E.2d at 812. Achilles W. Vasiliades was alleged to have property in his possession that belonged to the estate, and he posted a bond for the property “in lieu of surrendering to the receiver property of the decedent in his hands.” *Id.* This Court held that “the appointment of the receiver was nullified by the posting of bond in behalf of the defendants pursuant to the provisions of the order of appointment” and thus the receivership was properly revoked. 231 S.C. at 376, 98 S.E.2d at 815. Accordingly, if the receivership seeks funds in the possession of other parties that allegedly belong to the entity in receivership, those other parties are permitted to post a bond for those funds and discharge the

Receiver. See *Truesdell*, 144 S.C. 188, 142 S.E. at 347–48 (“The appointment of a receiver, as we have said, is a drastic measure, and the Legislature has made provision for protecting the interests of the person claiming or in possession of the property for which a receiver is sought.”); *Roberts v. Pipkin*, 63 S.C. 252, 41 S.E. 300, 305 (1902) (in case involving “a receiver of the property of Pipkin & McCallum,” “a bond . . . was presented to the circuit judge by the Marlboro Wholesale Grocery, one of the defendants,” and “[w]hen this was done, the order of the circuit judge appointing a receiver was without any legal force”).

The Receiver argues that applying Sections 15-65-50 and 15-65-60 “leads to an absurd result” in this case because he is only pursuing “choses in action,” and it is “impossible to ascertain the value of choses in action for purposes of posting a bond.” (Receiver’s Br. 48). This broad assertion of authority over all of CIHL’s “choses in action,” without regard to whether they arise from the Tibbs’ lawsuit (the “cause” for which he was appointed), again shows that the Receiver is not acting as a legitimate prejudgment receiver, appointed to preserve property responsive to the plaintiffs’ claim and protect against material injury to that property. Rather, the Receiver is seeking to pursue—and liquidate—unbounded and undefined “choses in action” that belong to the company in receivership. In pursuing these “choses in action,” he is acting as a general receiver, not a limited prejudgment receiver. The Receiver’s difficulty in valuing the choses in action highlights the fact that these choses in action are not the type of property that is subject to a *pendente lite* receivership.

Hirson v. United Stores Corp., 263 A.D. 646, 34 N.Y.S.2d 122 (App. Div. 1st Dep’t 1942), *aff’d* 43 N.E.2d 712 (N.Y. 1942), cited by the Receiver (Receiver’s Br. 49), illustrates this. In *Hirson*, a Delaware court appointed a receiver over a Delaware corporation as a “statutory receiver, who is, in effect, the official liquidator of the corporation, and not a mere chancery receiver.” *Id.*

at 648–49, 34 N.Y.S.2d at 126. The Delaware receiver—not the plaintiff (who had been appointed as a receiver in New York)—had “title to the causes of action alleged in the complaint, as a consequence of his succession established for the corporation by the law of its creator.” *Id.* at 649, 34 N.Y.S.2d at 126. The “creator” of the corporation, of course, was the State of Delaware—the place where the company was incorporated. Thus, the New York receiver had no authority to pursue causes of action belonging to a Delaware corporation or its receiver, and his action was properly dismissed. *Id.* In this case, the Receiver is like the New York receiver—he could only be appointed *pendente lite* by a South Carolina court to preserve South Carolina property pending a judgment in a case filed in South Carolina, and yet he seeks to litigate and liquidate causes of action belonging to a UK corporation (CIHL) that do not involve assets located in South Carolina. As *Hirson* shows, this attempt is improper. Causes of action by an out-of-state corporation against another out-of-state corporation cannot be handed over to a receiver appointed under S.C. Code § 15-65-10(4), which only permits a prejudgment receivership over “property within this State.”

IV. A THIRD PARTY PURSUED BY THE RECEIVER HAS THE RIGHT TO CHALLENGE THE RECEIVER’S APPOINTMENT.

The Tibbs plaintiffs contend that Appellants “have no standing to challenge the appointment of a receiver over a third party.” (Tibbs Br. 2). To the contrary, any “[i]nterested parties may move for the discharge of a receiver.” 75 C.J.S. Receivers § 70; *see also* 16 Fletcher Cyc. Corp. § 7771 (“Interested parties may move for the discharge of the receiver at any time, and the court may, in the exercise of its discretion, discharge the receiver and return the property to the corporation.”); *Hartford Fed. Sav. & Loan Ass’n v. Tucker*, 196 Conn. 172, 178, 491 A.2d 1084, 1089 (1985) (“Any party in interest, like the defendant here, may at any time move for the discharge of the receiver.”); *Cambridge Sav. Bank v. Morris*, 243 Mass. 424, 427, 137 N.E. 872, 873 (1923) (“interested parties” had “the right to intervene and oppose the appointment of the

receiver, when made or thereafter on petition to vacate the decree, upon the ground that on the facts as disclosed in the record the court was without jurisdiction to appoint the receiver”). Consistent with this authority, in *Vasiliades*, this Court considered the defendants’ challenges to the appointment and legal authority of a receiver on the merits and granted their motion to dismiss the receiver even though the defendants were not the persons placed into receivership. *See Vasiliades*, 231 S.C. at 376, 98 S.E.2d at 815.

Appellants are obviously “interested parties”; the Receiver is suing them for what he claims to be billions of dollars. *See In re Gov’t Employees Ins. Co.*, 373 S.C. 132, 138, 644 S.E.2d 699, 702 (2007) (“A real party in interest . . . is one who has a real, actual, material or substantial interest in the subject matter of the action, as distinguished from one who has only a nominal, formal, or technical interest in, or connection with, the action.”). Without a valid appointment, the Receiver has no standing to bring these claims against Appellants. *See Joseph v. S.C. Dep’t of Lab., Licensing & Regul.*, 417 S.C. 436, 449, 790 S.E.2d 763, 769 (2016) (“A fundamental prerequisite to institute an action is the requirement that the plaintiff have standing.”); *Peurifoy v. Gamble*, 145 S.C. 1, 142 S.E. 788, 790 (1928) (a receiver has no “personal interest” in the property over which he is appointed).

Similarly, Rule 14 of the South Carolina Rules of Civil Procedure permits a third-party defendant—like Appellants here—to “assert against the plaintiff any defenses which the third-party plaintiff has to the plaintiff’s claim.” Rule 14(a), SCRCP. This rule both “prevents any prejudice that might result from the third-party plaintiff’s failure to assert a particular defense against plaintiff” and “reduces the possibility of collusion between plaintiff and defendant.” 6 C.A. Wright, A.R. Miller, M.K. Kane, *Federal Practice and Procedure* § 1457 at 516-517 (2010) (discussing analogous federal rule). Thus, Appellants are permitted to oppose the Receiver’s

appointment and seek to remove him as Receiver.

Indeed, because most of the current receiverships in the asbestos docket were created over companies that dissolved and did not answer the plaintiff's complaint (*see* Appendix 1), adopting the Tibbs plaintiffs' purported rule would insulate most of the receiverships in the asbestos docket from the "adversary process" that is a "fundamental characteristic of fair procedure." *Lankford v. Idaho*, 500 U.S. 110, 126 (1991); *see also* 75 C.J.S. Receivers § 34 ("Jurisdiction to appoint a receiver cannot be conferred by consent or stipulation . . ."). In addition to contradicting decades of precedent and the South Carolina rules, a holding that defendants sued by a receiver may not challenge his appointment would deprive those defendants of basic due process.

CONCLUSION

The Court should reverse the October 13 Order and dissolve the receivership over CIH

Respectfully submitted,

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January 30, 2026
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APPENDIX 1

Entity in Receivership	State/Country of Incorporation	Appointment Order(s)	Summary of Grounds for Appointing Receiver	Days Between Filing of Appointment Motion and Receivership Order	Date Motion Filed	Date Receiver was Appointed
Asbestos Corporation Ltd.	Canada	Sept. 8, 2023 Order Appointing a Receiver Over Asbestos Corporation Ltd., <i>Tibbs</i> , Case No. 2023-CP-40-01759 (Richland Cty, SC)	<p>“Existing practice” under S.C. Code Ann. 15-65-10(5). (Order at 2.)</p> <p>“[W]here, as here, ACL’s answer has been struck, and thus only a ministerial action being left for ACL to be in judgment, a receiver to take possession of and, to the extent necessary, litigate ACL’s insurance assets as well as to assume control of the defense of asbestos claims made against ACL in the United States is exactly the type of historical circumstances, the Court’s [sic] of this state have found appropriate.” (Order at 3.)</p> <p>“Here it is exactly the moral fraud of ACL’s personal jurisdiction claims, exposed by decades of opinions dismissing those very assertions and ACL’s continued refusal to participate in this that warrants the appointment of a receiver. Thus, where there is active wrongdoing and illegal refusal to comply with this Court’s orders, the appointment of a receiver is appropriate.” (Order at 3.)</p>	42 days	July 28, 2023	Sept. 8, 2023
Atlas Turner Inc. f/k/a Atlas Asbestos Company	Canada	Jun. 21, 2023 Order Appointing a Receiver Over Atlas Turner Inc. f/k/a Atlas Asbestos Company, <i>Welch</i> , Case No. 2022-CP-40-03834 (Richland Cty, SC)	<p>“Existing practice” under S.C. Code Ann. 15-65-10(5). (Order at 2.)</p> <p>“[W]here, as here, Atlas’ [sic] [answer] has been struck, and thus only a ministerial action being left for Atlas to be in judgment, a receiver to take possession of and, to the extent necessary, litigate Atlas’ insurance assets is exactly the type of historical circumstances, the Court’s [sic] of this state have found appropriate.” (Order at 3.)</p> <p>“Here it is exactly the moral fraud of Atlas’ personal jurisdiction claims, exposed by decades of opinions dismissing those very assertions and Atlas [sic] continued refusal to participate in this that warrants the appointment of a receiver. Thus, where there is active wrongdoing and illegal refusal to comply with this Court’s</p>	41 days	May 11, 2023	Jun. 21, 2023

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Entity in Receivership	State/Country of Incorporation	Appointment Order(s)	Summary of Grounds for Appointing Receiver	Days Between Filing of Appointment Motion and Receivership Order	Date Motion Filed	Date Receiver was Appointed
			orders, the appointment of a receiver is appropriate.” (Order at 3.)			
Beaty Investments, Inc. f/k/a Guy M. Beaty, Inc.	NC	Aug. 24, 2022 Order Appointing Receiver Over Beaty Investments, Inc., <i>McCullough</i> , Case No. 2022-CP-40-01241 (Richland Cty, SC)	“[P]ursuant to S.C. Code §15-65-10(4).” (Order at 1.) “This Court finds that the application is meritorious under the applicable statute because Beaty Investments, Inc. f/k/a Guy M. Beaty, Inc., (‘Beaty’) is a dissolved company in North Carolina, has forfeited its charter and has further failed to answer this case and therefore, Plaintiffs [sic] request for an expedited ruling on this motion is appropriate and also granted.” (Order at 1.)	16 days	Aug. 8, 2022	Aug 24, 2022
Cape Intermediate Holdings Ltd.	UK	October 13, 2025 Order on Motions to Confirm the Appointment of the Receiver, <i>Tibbs</i> , Case No. 2023-CP-40-01759 (Richland Cty, SC)	“[M]oral fraud sufficient to appoint a Receiver under S.C. Code § 15-65-10(5).” (Order at 9.) “In addition to this Court’s finding that Cape’s moral fraud was sufficient to justify the appointment of a receiver over Cape under § 15-65-10(5), this Court finds that Cape’s financial position renders it in danger of insolvency under § 15-65-10(4).” (Order at 38.)	Plaintiffs did not file appointment motion	Plaintiffs did not file appointment motion	Oct 13, 2025
Cape PLC	Jersey	March 16, 2023 Order Appointing Receiver Over Cape PLC, <i>Park</i> , Case No. 2021-CP-40-02727 (Richland Cty, SC)	“[P]ursuant to S.C. Code §15-65-10(4)-(5).” (Order at 1.) “This Court finds that the application is meritorious under the applicable statute because Cape PLC as the successor in interest to Cape Industries Ltd. (f/k/a Cape Asbestos Company Ltd.) (‘Cape Asbestos’) and its subsidiaries and global affiliates (collectively, ‘Cape’ or the ‘Company’) have dissolved and Cape, a foreign corporation, has forfeited its charter and has further failed to answer this case and therefore, Plaintiffs [sic] request for an expedited ruling on this motion is appropriate and also granted.” (<i>Id.</i>)	10 days	Mar. 6, 2023	Mar. 16, 2023
Covil Corporation	SC	Nov. 2, 2018 Order Appointing	“This matter comes before the Court by way of Plaintiff’s Motion for Appointment of a Receiver pursuant to South Carolina	1 day	Nov. 1, 2018	Nov. 2, 2018

Entity in Receivership	State/Country of Incorporation	Appointment Order(s)	Summary of Grounds for Appointing Receiver	Days Between Filing of Appointment Motion and Receivership Order	Date Motion Filed	Date Receiver was Appointed
		Receiver for Covil Corporation, <i>Taylor</i> , Case No. 2018-CP-40-04940 (Richland Cty, SC)	Code § 15-65-10. This Court finds that the application is meritorious under the applicable statute because Covil Corporation has dissolved. Therefore, Plaintiff's motion is GRANTED." (Order at 1.)			
Davis Mechanical Contractors, Inc.	SC	Dec. 7, 2021 Order Appointing Receiver Over Davis Mechanical Contractors, Inc. <i>Childers</i> , Case No. 2021-CP-40-03484 (Richland Cty, SC)	"CAME ON _____, 2021, to be heard the Plaintiff's [sic] Motion to Appoint a Receiver Over Davis Mechanical Contractors, Inc., pursuant to S.C. Code §15-65-10(4). This Court finds that the application is meritorious under the applicable statute because Davis Mechanical Contractors, Inc. ('Davis Mechanical'), has dissolved and Davis Mechanical, a South Carolina Corporation, has forfeited its charter and has further failed to answer this case and therefore, Plaintiff requests [sic] for an expedited ruling on this motion is appropriate and also granted." (Order at 1.)	6 days	Dec. 1, 2021	Dec. 7, 2021
Flame Refractories Inc.	FL	Aug. 27, 2021 Order Appointing Receiver Over Flame Refractories Inc., <i>Childers</i> , Case No. 2021-CP-40-03484 (Richland Cty, SC)	"CAME ON _____, 2021, to be heard the Plaintiff's [sic] Motion to Appoint a Receiver Over Flame Refractories, Inc., pursuant to S.C. Code §15-65-10(4). This Court finds that the application is meritorious under the applicable statute because Flame Refractories, Inc. ('Flame Refractories') has dissolved and Flame Refractories, a Florida Corporation, has forfeited its charter and has further failed to answer this case and therefore, Plaintiff requests [sic] for an expedited ruling on this motion is appropriate and also granted." (Order at 1.)	4 days	Aug. 23, 2021	Aug. 27, 2021
General Boiler Casing Co., Inc.	NC	Aug. 27, 2021 Order Appointing Receiver Over General Boiler Casing Co.,	"CAME ON _____, 2021, to be heard the Plaintiff's Motion to Appoint a Receiver Over General Boiler Casing Company, Inc., pursuant to S.C. Code §15-65-10(4). This Court finds that the application is meritorious under the applicable statute	4 days	Aug. 23, 2021	Aug. 27, 2021

Entity in Receivership	State/Country of Incorporation	Appointment Order(s)	Summary of Grounds for Appointing Receiver	Days Between Filing of Appointment Motion and Receivership Order	Date Motion Filed	Date Receiver was Appointed
		Inc., <i>Childers</i> , Case No. 2021-CP-40-03484 (Richland Cty, SC)	because General Boiler Casing Company, Inc. ('General Boiler') dissolved and General Boiler, a North Carolina Corporation, has forfeited its charter and has further failed to answer this case and therefore, Plaintiff requests [sic] for an expedited ruling on this motion is appropriate and also granted." (Order at 1.)			
Great Barrier Insulation Co.	FL	Nov. 3, 2020 Order Appointing Receiver Over Great Barrier Insulation Co., <i>Bowlin</i> , Case No. 2020-CP-40-02692 (Richland Cty, SC)	"CAME ON September 14, 2020, to be heard the Plaintiff's Motion to Appoint a Receiver Over Great Barrier Insulation Co. Pursuant to S.C. Code §15-65-10(4). This Court finds that the application is meritorious under the applicable statute because Great Barrier Insulation Co. ('Great Barrier') has dissolved and Great Barrier, a Florida Corporation, cannot do business in this state [sic] Great Barrier has further failed to answer this case and therefore, Plaintiff requests [sic] for an expedited ruling on this motion is appropriate and also granted." (Order at 1.)	64 days	Aug. 31, 2020	Nov. 3, 2020
Heat & Frost Insulation Co., Inc.	NC	Apr. 6, 2022 Order Appointing Receiver Over Heat & Frost Insulation Co., Inc., <i>Love</i> , Case No. 2021-CP-40-06190 (Richland Cty, SC)	"CAME ON _____, 2022, to be heard the Plaintiffs' Motion to Appoint a Receiver Over Heat & Frost Insulation Company, Inc., pursuant to S.C. Code §15-65-10(4). This Court finds that the application is meritorious under the applicable statute because Heat & Frost Insulation Company, Inc. ('Heat & Frost') dissolved and Heat & Frost [sic] a North Carolina Corporation, has forfeited its charter and has further failed to answer this case and therefore, Plaintiffs [sic] request for an expedited ruling on this motion is appropriate and also granted." (Order at 1.)	6 days	Mar. 31, 2022	Apr. 6, 2022
HEFCO, Inc.	SC	Dec. 7, 2021 Order Appointing Receiver Over HEFCO, Inc., <i>Childers</i> , Case	"CAME ON _____, 2021, to be heard the Plaintiff's Motion to Appoint a Receiver Over HEFCO, Inc., pursuant to S.C. Code §15-65-10(4). This Court finds that the application is meritorious under the applicable statute because HEFCO, Inc. ('HEFCO'), has dissolved and HEFCO, a	6 days	Dec. 1, 2021	Dec. 7, 2021

Entity in Receivership	State/Country of Incorporation	Appointment Order(s)	Summary of Grounds for Appointing Receiver	Days Between Filing of Appointment Motion and Receivership Order	Date Motion Filed	Date Receiver was Appointed
		No. 2021-CP-40-03484 (Richland Cty, SC)	South Carolina Corporation, has forfeited its charter and has further failed to answer this case and therefore, Plaintiff requests [sic] for an expedited ruling on this motion is appropriate and also granted.” (Order at 1.)			
J&L Insulation, Inc.	NC	Mar. 2, 2021 Order Appointing Receiver Over J&L Insulation, Inc., <i>McCullough</i> , Case No. 2020-CP-40-01952 (Richland Cty, SC)	“Before the Court is the Plaintiff’s Motion to Appoint a Receiver [sic] J&L Insulation Inc. Pursuant to S.C. Code §15-65-10(4). This Court finds that the application is meritorious under the applicable statute because J&L Insulation Inc. (‘J&L’) has dissolved and J&L, a North Carolina Corporation, cannot do business in this state [sic] J&L has further failed to answer this case and therefore Plaintiff requests [sic] for an expedited ruling on this motion is appropriate and also granted.” (Order at 1.)	6 days	Feb. 24, 2021	Mar. 2, 2021
J.R. Deans Company, Inc.	SC	Dec. 7, 2021 Order Appointing Receiver Over J.R. Deans Company, Inc., <i>Childers</i> , Case No. 2021-CP-40-03484 (Richland Cty, SC)	“CAME ON _____, 2021, to be heard the Plaintiff’s [sic] Motion to Appoint a Receiver Over J.R. Deans Company, Inc., pursuant to S.C. Code §15-65-10(4). This Court finds that the application is meritorious under the applicable statute because J.R. Deans Company, Inc. (‘J.R. Deans’), has dissolved and J.R. Deans, a South Carolina Corporation, has forfeited its charter and has further failed to answer this case and therefore, Plaintiff requests [sic] for an expedited ruling on this motion is appropriate and also granted.” (Order at 1.)	6 days	Dec. 1, 2021	Dec. 7, 2021
Payne & Keller Company	TX	Aug. 27, 2021 Order Appointing Receiver Over Payne & Keller Company, <i>Childers</i> , Case No. 2021-CP-40-03484	“CAME ON _____, 2021, to be heard the Plaintiff’s Motion to Appoint a Receiver Over Payne & Keller Company, pursuant to S.C. Code §15-65-10(4). This Court finds that the application is meritorious under the applicable statute because Payne & Keller Company (‘Payne & Keller’) dissolved and Payne & Keller, a Texas Corporation, has forfeited its charter and has further failed to answer this case and therefore,	4 days	Aug. 23, 2021	Aug. 27, 2021

Entity in Receivership	State/Country of Incorporation	Appointment Order(s)	Summary of Grounds for Appointing Receiver	Days Between Filing of Appointment Motion and Receivership Order	Date Motion Filed	Date Receiver was Appointed
		(Richland Cty, SC)	Plaintiff requests [sic] for an expedited ruling on this motion is appropriate and also granted.” (Order at 1.)			
Piedmont Insulation, Inc.	NC	June 28, 2021 Order Appointing Receiver Over Piedmont Insulation, Inc., <i>Carpenter</i> , Case No. 2020-CP-40-04475 (Richland Cty, SC)	“CAME ON May ___ [sic], 2021, to be heard the Plaintiffs’ Motion to Appoint a Receiver Over Piedmont Insulation, Inc. (‘Piedmont’) pursuant to S.C. Code §15-65-10(4). This Court finds that the application is meritorious under the applicable statute because Piedmont has dissolved and Piedmont, a North Carolina, [sic] has forfeited its right to transact business in the State of South Carolina. Piedmont has further failed to answer this case and therefore Plaintiffs [sic] request for an expedited ruling on this motion is appropriate and also granted.” (Order at 1.)	7 days	June 21, 2021	June 28, 2021
Presnell Insulation Co. Inc.	NC	June 30, 2021 Order Appointing Receiver Over Presnell Insulation Co. Inc., <i>Murphy</i> , Case No. 2020-CP-40-01364 (Richland Cty, SC)	“This matter comes before the Court on the Plaintiffs’ Motion to Appoint a Receiver Over Presnell Insulation Co. Inc. (‘Presnell’) pursuant to S.C. Code §15-65-10(4). This Court finds that the application is meritorious under the applicable statute because Presnell has dissolved and Presnell, a North Carolina, [sic] has forfeited its right to transact business in the State of South Carolina. Presnell has further failed to answer this case and therefore Plaintiffs [sic] request for an expedited ruling on this motion is appropriate and also granted.” (Order at 1.)	6 days	June 24, 2021	June 30, 2021
Southern Insulation, Inc.	SC	May 8, 2019 Order Appointing Receiver Over Southern Insulation, Inc., <i>Hopper</i> , Case No. 2019-CP-40-00076 (Richland Cty, SC)	“This Court finds that the application is meritorious under the applicable statute because Southern Insulation, Inc. a South Carolina Corporation, has forfeited its right to transact business in the State of South Carolina. Southern Insulation, Inc. has further failed to answer this case and therefore, Plaintiffs request for an expedited ruling on this motion is appropriate and also granted.” (Order at 1.)	7 days	May 1, 2019	May 8, 2019

Entity in Receivership	State/Country of Incorporation	Appointment Order(s)	Summary of Grounds for Appointing Receiver	Days Between Filing of Appointment Motion and Receivership Order	Date Motion Filed	Date Receiver was Appointed
Stafford Insulation Company	SC	Dec. 7, 2021 Order Appointing Receiver Over Stafford Insulation Company, <i>Childers</i> , Case No. 2021-CP-40-03484 (Richland Cty, SC)	“CAME ON _____, 2021, to be heard the Plaintiff’s Motion to Appoint a Receiver Over Stafford Insulation Company pursuant to S.C. Code §15-65-10(4). This Court finds that the application is meritorious under the applicable statute because Stafford Insulation Company (‘Stafford’), has dissolved and Stafford, a South Carolina Corporation, has forfeited its charter and has further failed to answer this case and therefore, Plaintiff requests [sic] for an expedited ruling on this motion is appropriate and also granted.” (Order at 1.)	6 days	Dec. 1, 2021	Dec. 7, 2021
Standard Insulation Company of N.C., Inc.	NC	Sept. 24, 2021 Order Appointing Receiver Over Standard Insulation Company of N.C., Inc., <i>Childers</i> , Case No. 2021-CP-40-03484 (Richland Cty, SC)	“CAME ON _____, 2021, to be heard the Plaintiff’s Motion to Appoint a Receiver Over Standard Insulation Company of N.C., Inc., pursuant to S.C. Code §15-65-10(4). This Court finds that the application is meritorious under the applicable statute because Standard Insulation Company of N.C., Inc. (‘Standard Insulation’), has dissolved and Standard Insulation, a North Carolina Corporation, has forfeited its charter and has further failed to answer this case and therefore, Plaintiff requests [sic] for an expedited ruling on this motion is appropriate and also granted.” (Order at 1.)	10 days	Sept. 14, 2021	Sept. 24, 2021
Starr Davis Company of S.C., Inc.	SC	Feb. 22, 2019 Order Appointing Receiver Over Starr Davis Company, Inc. and Starr Davis Company of S.C., Inc., <i>Hopper</i> , Case No. 2019-CP-40-0076 (Richland Cty, SC)	“This Court finds that the application is meritorious under the applicable statute because Starr Davis Company, Inc. and Starr Davis Company of S.C., Inc. (collectively, ‘Starr Davis’). Starr Davis Company of S.C. has dissolved and Starr Davis Company, Inc., a North Carolina Corporation, has forfeited its right to transact business in the State of South Carolina. Starr Davis has further failed to answer this case and therefore, Plaintiffs request [sic] for an expedited ruling on this motion is appropriate and also granted.” (Order at 1.)	35 days	Jan. 18, 2019	Feb. 22, 2019
Starr Davis Company, Inc.	NC	Feb. 22, 2019 Order	“This Court finds that the application is meritorious under the applicable statute	35 days	Jan. 18, 2019	Feb. 22, 2019

Entity in Receivership	State/Country of Incorporation	Appointment Order(s)	Summary of Grounds for Appointing Receiver	Days Between Filing of Appointment Motion and Receivership Order	Date Motion Filed	Date Receiver was Appointed
		Appointing Receiver Over Starr Davis Company, Inc. and Starr Davis Company of S.C., Inc., <i>Hopper</i> , Case No. 2019-CP-40-0076 (Richland Cty, SC)	because Starr Davis Company, Inc. and Starr Davis Company of S.C., Inc. (collectively, 'Starr Davis'). Starr Davis Company of S.C. has dissolved and Starr Davis Company, Inc., a North Carolina Corporation, has forfeited its right to transact business in the State of South Carolina. Starr Davis has further failed to answer this case and therefore, Plaintiffs request [sic] for an expedited ruling on this motion is appropriate and also granted." (Order at 1.)			
United Construction Co. of Rome, Inc.	FL	Aug. 27, 2021 Order Appointing Receiver Over United Construction Co. of Rome, Inc., <i>Childers</i> , Case No. 2021-CP-40-03484 (Richland Cty, SC)	"CAME ON _____, 2021, to be heard the Plaintiff's Motion to Appoint a Receiver Over United Construction Co. of Rome, Inc., pursuant to S.C. Code §15-65-10(4). This Court finds that the application is meritorious under the applicable statute because United Construction Co. of Rome, Inc. ('United') dissolved and United, a Florida Corporation, has forfeited its charter and has further failed to answer this case and therefore, Plaintiff requests [sic] for an expedited ruling on this motion is appropriate and also granted." (Order at 1.)	4 days	Aug. 23, 2021	Aug. 27, 2021
Whittaker Clark & Daniels, Inc.	NJ	March 10, 2023 Order Appointing Receiver Over Whittaker Clark & Daniel, Inc., <i>Plant</i> , Case No. 2022-CP-40-01265, and <i>Clark</i> , Case No. 2022-CP-40-01281 (Richland Cty, SC)	"[P]ursuant to S.C. Code §15-65-10(4)." (Order at 1.) "Plaintiffs have moved this Court to appoint a Receiver over Whittaker Clark & Daniel, Inc., ('WCD'). . . this Motion is GRANTED." (Order at 1-2.) "WCD is, at a bare minimum, in imminent danger of insolvency." (Order at 2.) "South Carolina law provides that this Court may, upon four (4) days [sic] notice of an application, order the appointment of a receiver. . . . WCD has been on notice of this motion for more than five days and the Court is within its power to determine whether to appoint a receiver." (Order at 3.)	4 days	Mar. 6, 2023	Mar. 10, 2023
Wind Up Ltd. f/k/a Pipe &	SC	March 16, 2021 Order Appointing	"THIS MATTER is before the Court by the Plaintiff's Motion to Appoint a Receiver [sic] Pipe & Boiler Insulation, Inc. (formerly	5 days	Mar. 11, 2021	Mar. 16, 2021

Entity in Receivership	State/Country of Incorporation	Appointment Order(s)	Summary of Grounds for Appointing Receiver	Days Between Filing of Appointment Motion and Receivership Order	Date Motion Filed	Date Receiver was Appointed
Boiler Insulation, Inc.		Receiver Over Pipe and Boiler Insulation, Inc. and Wind Up Ltd., <i>McCullough</i> , Case No. 2020-CP-40-01952 (Richland Cty, SC)	known as Carolina Industrial Insulating Co. and subsequently known as Wind Up, Ltd and collectively with Pipe & Boiler Insulation, Inc. 'Pipe & Boiler') filed March 11, 2021. Pursuant to S.C. Code §15-65-10(4). This Court finds that the application is meritorious under the applicable statute because Pipe & Boiler has dissolved and Pipe & Boiler, a South Carolina Corporation [sic] has forfeited its charter and has further failed to answer this case and therefore, Plaintiff requests [sic] for an expedited ruling on this motion is appropriate and also granted.” (Order at 1.)			