

Feb 09 2026

S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA  
In the Supreme Court

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

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; 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, 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.; DeBeers PLC; DeBeers Centenary AG; DeBeers Consolidated Mines Ltd.; DeBeers S.A.; DeBeers UK Ltd.; DeBeers Jewelers US, Inc.; Angle 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 (USA) Jewelry Inc.; Forevermark US Inc.; Anglo American Crop Nutrients (USA), 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 SAS; Sparrows Offshore Group Ltd.; Hawk Bidco US Inc.; Arranco US, LLC; Sparrows Offshore, LLC; The Sparrows Group, LLC, ..... Third-Party Defendants,

of which

Charter Consolidated Ltd.; ESAB Corporation; Central Mining & Investment Corporation Ltd; Mohed Altrad; and Altrad Investment Authority SAS, are the..... Appellants.

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ALTRAD APPELLANTS' RESPONSE TO PLAINTIFFS' LAW FIRMS' BRIEF

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Respectfully submitted,

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**TABLE OF AUTHORITIES**

**Cases**

*Protopapas v. Brenntag AG (In re Whittaker, Clark & Daniels, Inc.)*, 152 F.4th 432 (3d Cir. 2025) ..... 2, 4

*S.C. Pub. Int. Found. v. Wilson*, 447 S.C. 203, 924 S.E.2d 163 (2025) ..... 3

*State v. Harrison*, 432 S.C. 448, 854 S.E.2d 468 (2021)..... 4

*Tibbs v. 3M Co.*, Appellate Case Nos. 2024-001243 *et al.* (S.C. June 26, 2025)..... 1

*Welch v. Advance Auto Parts, Inc.*, 445 S.C. 640, 916 S.E.2d 320 (2025) ..... 1, 2, 4

**Other Authorities**

Rodrique Ngowi, *JFK Awards for Ousted Iowa Justices, U.S. Diplomat* (May 7, 2012), at Perma | JFK awards for ousted Iowa justices, US diplomat - Yahoo News. .... 1

## **RESPONSE TO PLAINTIFFS' LAW FIRM'S AMICUS BRIEF**

*The bedrock of our democracy is the rule of law, and that means we have to have an independent judiciary, judges who can make decisions independent of the political winds that are blowing.*<sup>1</sup>

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The Plaintiffs' Law Firms' amicus brief is silent on practically every dispositive issue pending in this case and adds nothing for the Court's consideration beyond a self-interested plea for the Court to look the other way on what's happening in the Asbestos Docket. To be sure, those firms represent powerful political and economic interests in the State of South Carolina, but those interests have no place in the resolution of the matters presented to this Court.

There is no lawful basis for anything that is happening below. Due Process, the Commerce Clause, and jurisdictional standards on which federalism is based are foundational points of the U.S. Constitution, yet they have all been brushed aside by the circuit court, by the putative Receiver, and counsel for the Park family. So, too, has every legal boundary that protects companies from having their assets and control over litigation unlawfully seized by a receiver.

The Plaintiffs' Law Firms' submission ignores all of these legal issues, including specifically this Court's twin rulings in *Welch v. Advance Auto Parts, Inc.*, 445 S.C. 640, 916 S.E.2d 320 (2025), and *Tibbs v. 3M Co.*, Appellate Case Nos. 2024-001243 *et al.* (S.C. June 26, 2025), as part of a request to keep money flowing to them through "receiverships."

But the law—not artificially-engineered outcomes that increase revenue to the plaintiffs' bar—is all that should matter here. And the law forbids what is happening in this case.

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<sup>1</sup> Amb. Kennedy, quoted in Rodrique Ngowi, *JFK Awards for Ousted Iowa Justices*, *U.S. Diplomat* (May 7, 2012), at [Perma | JFK awards for ousted Iowa justices, US diplomat - Yahoo News](#).

The putative Receiver had no response to numerous of the dozen-plus dispositive arguments presented in the actual appellate briefing in this case. Nor do the Plaintiffs' Law Firms even try to tackle the controlling legal issues. Instead, they seek to use the collective power of their stature to push the Court to blindly endorse their desired result, repeating a handful of the putative Receiver's talking points without regard to the actual law and the actual facts. Consider:

On Page 4, the Plaintiffs' Law Firms parrot the notion that a foreign corporation can be "placed into receivership" through Title 15 of the South Carolina Code. But no law supports this statement; it is false. There is no provision of South Carolina law that would allow a court to appoint a receiver to seize the entirety of a foreign business. (*See* Altrad Appellants' Br. at 14 n.3, 46–50, *and* Altrad Appellants' Reply Br. at 7–10 (explaining the limitations inherent to and differences between a Title 15 receivership involving a specific piece of in-state property on behalf of a specific plaintiff, on the one hand, and a Title 33 receivership or custodianship over a judicially-dissolved South Carolina corporation, on the other).)

This Court emphasized this limitation when it *reversed* the circuit court on *this exact point*. *See Welch*, 445 S.C. at 666–67, 916 S.E.2d at 334–35 (holding an appointment may not give a receiver "boardroom" access, or "some vague right to 'take over' operation of the company," or control over the entirety of the defendant's assets). This Court should not backtrack on that well-taken ruling.

And this longstanding limitation of the South Carolina Code isn't the result of some drafting error or oversight by the General Assembly when it first passed receivership statute back in 1870; *it is compelled by the U.S. Constitution*. *See Protopapas v. Brenntag AG (In re Whittaker, Clark & Daniels, Inc.)*, 152 F.4th 432, 446–47 (3d Cir. 2025) ("So it is no surprise that the Constitution limits the authority a state court can exercise over a corporation incorporated in a

sister state [or another country]. Those limitations are as intuitive as they make good sense.” (citing the Due Process Clause and the Commerce Clause)).

Similarly, the remainder of the Plaintiffs’ Law Firms’ brief parrots the narrative that a boundless receivership is “justif[ied]” because CIHL (an active English company) hasn’t appeared in this case and may never appear. (Amicus Br. at 5–8.) They ask this Court to allow their version of “public policy” to override constitutional mandates and statutory limitations, thus allowing the circuit court to do whatever it wants to CIHL through the “remedy” of a receivership. (*Id.*)

That’s obviously not the law. “Public policy” is not what is convenient for counsel; rather, “public policy” is what is expressed in a constitution and through statutes passed within those constitutional boundaries. *S.C. Pub. Int. Found. v. Wilson*, 447 S.C. 203, 217, 924 S.E.2d 163, 170 (2025). And nothing in any constitution or statute authorizes what is occurring here.

To the contrary, the Plaintiffs’ Law Firms’ brief (just like the putative Receiver) ignores a series of threshold points that head such an argument off at the pass, including *inter alia*: (1) CIHL wasn’t served in *Park*; (2) CIHL wasn’t served in *Tibbs*; (3) **CIHL isn’t even a party** in *Tibbs*; (4) CIHL isn’t subject to personal jurisdiction in South Carolina; (5) CIHL has no property in South Carolina; (6) CIHL has released the claims that the putative Receiver is pretending to bring in CIHL’s name; (7) no South Carolina plaintiff sought the appointment at issue (in *Park*, it was only counsel—without a client, and without an actual case or controversy—who sought the appointment; and in *Tibbs*, it was only the putative Receiver who sought his own appointment); and (8) it is not “moral fraud” when a foreign entity doesn’t voluntarily appear in a case to which it isn’t a party before a court that has no jurisdiction over it.

Finally, throughout the Plaintiffs’ Law Firms’ brief, they claim that the “Cape Defendants” are responsible for asbestos being brought into the United States back in the 20th Century. (Amicus

Br. at 2–8.) But this is false; *NAAC*—a dissolved Illinois corporation—was the entity that sold asbestos in the United States. This is a true as a matter of uncontroverted historical fact: “The effect of the *factual* decision in *Adams v. Cape* is that liability for U.S. claims for asbestos related disease begins and ends with NAAC.” (R. p. 2965 (emphasis in original).)

What’s more, NAAC appeared in litigation, defended itself, and paid claims for injuries until its resources were exhausted. (*E.g.*, R. pp. 2605, 2953–54.) The fact that NAAC no longer exists and is no longer subject to suit does not create a “policy” basis for this Court to simply ignore the law and the historical record, as the Plaintiffs’ Law Firms (and the putative Receiver) suggest.

\* \* \* \* \*

The Plaintiffs’ Law Firms’ exhortation for this Court to endorse what the U.S. Constitution and the South Carolina Code prohibit—and what this Court specifically forbid in *Welch*, and what the Third Circuit specifically forbid in *Protopapas*—is indicative of the “ends justify the means” attitude that animates the entire receivership model within the Asbestos Docket. But, as this Court rightly reminds, “in the law, the ends do not justify the means.” *State v. Harrison*, 432 S.C. 448, 476, 854 S.E.2d 468, 483 (2021).

The law decidedly forbids what is happening below. The Court should vacate the putative receivership and all activity below involving the putative Receiver, and it should dismiss this case.

*Signature Page Attached*

Respectfully submitted,

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