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Feb 17 2026

S.C. SUPREME COURT

AFFIDAVIT

I, Matthew Todd Carroll, being duly sworn, state under penalty of perjury based upon my personal knowledge as follows:

Background and Professional Experience

1. I am an attorney in Columbia, South Carolina, and have been licensed to practice law in this State since 2005.

2. I am admitted to practice before the United States Supreme Court, the United States Court of Appeals for the Fourth Circuit, and the United States District Court for the District of South Carolina.

3. I have practiced the entirety of my legal career in Columbia.

4. I am one of the attorneys of record for Altrad Investment Authority, S.A.S., and Mohed Altrad in the matter styled *Tibbs v. 3M*, in which Peter Protopapas purports to act as receiver for Cape Intermediate Holdings Limited.

5. I am also counsel of record for clients in other matters pending or previously pending within the South Carolina Asbestos Docket involving putative receiverships.

6. During my twenty-year career, I have had the privilege of representing clients of varied political and ideological perspectives before the South Carolina Supreme Court in highly public and contentious matters, including:

- *Sanford v. S.C. State Ethics Comm'n*, 385 S.C. 483 (2009)
- *Denman v. City of Columbia*, 387 S.C. 131 (2010)
- *Jackson v. Sanford*, 398 S.C. 580 (2011)
- *McConnell v. Haley*, 393 S.C. 136 (2011)

- *Beaufort County v. S.C. State Election Comm'n*, 395 S.C. 366 (2011)
- *Anderson v. S.C. Election Comm'n*, 397 S.C. 551 (2012)
- *Tempel v. S.C. State Election Comm'n*, 400 S.C. 374 (2012)
- *Rainey v. Haley*, 404 S.C. 320 (2013)
- *Disabato v. S.C. Ass'n of Sch. Adm'rs*, 404 S.C. 433 (2013)
- *Duggins v. Lucas*, 431 S.C. 115 (2020)
- *Adams v. McMaster*, 432 S.C. 225 (2020)
- *Planned Parenthood S. Atl. v. State*, 438 S.C. 188 (2023)
- *Eidson v. S.C. Dep't of Educ.*, 444 S.C. 16 (2024)

7. In some of these matters my clients prevailed; in others they did not. In none of these highly charged cases—involving *inter alia* impeachment proceedings, election disputes, abortion, or Covid-related litigation—has my professional credibility been personally attacked.

Initial Involvement in Receivership Litigation

8. To the best of my recollection, I first became aware of receiverships arising from the South Carolina Asbestos Docket in the summer of 2019, when Mr. Protopapas was appointed receiver for Starr Davis Company Inc., a dissolved North Carolina corporation.

9. At that time, I was not involved in any receivership litigation.

10. My first involvement in litigation concerning receiverships within the Asbestos Docket began in early 2020.

11. My first client in such matters was USF&G, which was litigating against Mr. Protopapas in his capacity as receiver for Covil Corporation, a judicially dissolved South Carolina corporation.

12. On February 7, 2020, I filed on behalf of USF&G in the South Carolina Court of Appeals (Appellate Case No. 2020-000207):

- a. A Notice of Appeal from a January 8, 2020 contempt order entered by the circuit court, which held USF&G in contempt despite it not being a party to the case and instructed the Receiver to report that contempt ruling to the South Carolina Department of Insurance and the South Carolina Attorney General's Office; and
- b. A Motion to Hold the Appeal in Abeyance due to the pendency of a timely filed Rule 59 motion, which was filed on January 17, 2020, and remains pending still today.

Subsequent Pattern of Sanctions Filings

13. Based upon my review of my files, the first motion for sanctions directed at me, my colleagues, and/or my clients occurred on April 20, 2020, in *Taylor v. Air & Liquid Systems Corp.*, Case No. 2018-CP-40-04940. That filing was styled "Notice of Motion and Motion for Sanctions Pursuant to Rule 11, SCRPC, and the South Carolina Frivolous Proceedings Sanctions Act." It was filed two and a half months after our first appearance adverse to the Receiver.

14. Less than one month later, on May 18, 2020, the Receiver filed a second motion for sanctions in *Taylor*.

15. On August 10, 2020, the Receiver filed a third motion for sanctions in *Falls v. CBS Corp. (In re: USF&G v. Protopapas)*, Appellate Case No. 2020-000845.

16. On August 27, 2020, a fourth sanctions motion was filed in *Finch v. USF&G*, Case No. 2019-CP-40-03003.

17. On December 22, 2020, a fifth sanctions motion was filed in *Finch*.

18. On December 31, 2020, a sixth sanctions motion was filed in *Finch v. USF&G*, Appellate Case No. 2020-001670.

19. This pattern of repeated sanctions motions has continued across multiple matters within the Asbestos Docket, where the Receiver serially seeks sanctions against not only me, my

colleagues, my clients, but also against other parties and other attorneys. Below is a non-exhaustive list of other sanctions motions filed by the Receiver within the Asbestos Docket:

- Against Travelers, “its attorneys,” and AIG (Case No. 2021-CP-40-3484) (filed July 2, 2024)
- Against AIG Property Casualty Co., Lexington Insurance Co., National Union Fire Insurance Co. of Pittsburgh, Berkshire Hathaway Special Insurance Co., and Continental Insurance Co. (Appellate Case No. 2023-000727) (filed Dec. 8, 2023)
- Against the Oppenheimer/DeBeers Entities, the Charter Entities, and the Altrad Entities (Case No. 2023-CP-40-01759) (filed August 16, 2024)
- Against Zurich American Insurance and “its counsel” (Case No. 2019-CP-40-03003) (filed Sept. 25, 2020)
- Against USF&G and “its counsel” (Case No. 2020-CP-40-01952) (filed June 2, 2021)
- Against USF&G and “its counsel” (Case No. 2020-CP-40-01952) (filed May 28, 2021)
- Against Arrowood Indemnity Company and “Arrowood’s counsel,” who now represent the putative Receiver in this appeal (Case No. 2020-CP-40-04385) (filed May 28, 2021)
- Against General Reinsurance Company (Case No. 2020-40-02692) (filed July 1, 2021)
- Against Lloyd’s of London (Case No. 2022-CP-40-05543) (filed March 7, 2024)
- Against Lloyd’s of London (Case No. 2023-CP-40-03108) (filed March 7, 2024)
- Against Penn National Insurance (Case No. 2020-CP-40-02098) (filed September 8, 2021)
- Against Zurich American Insurance and “its counsel” (Case No. 2019-CP-42-03968) (filed June 4, 2020)
- Against Zurich American Insurance (Case No. 2019-CP-42-03968) (filed February 7, 2020)

20. And consistent with their threat, numerous other law firms have likewise been sued

within the Asbestos Docket, including but not limited to:

- Gullivan, White & Boyd (Case No. 2017-CP-42-04429)
- Wall, Templeton & Haldrup (Case No. 2019-CP-40-02285)
- Fox Rothschild (Case No. 2023-CP-40-02034)
- McGivney Luger Clark & Intoccia (Case No. 2023-CP-40-02034)
- Lathrop (Case No. 2023-CP-40-02034)
- Baker & Patterson (Case No. 2023-CP-40-05203)
- Troutman Pepper Locke (Case No. 2021-CP-40-02727)
- Goldfein & Joseph (Case No. 2023-CP-40-03540)
- Winston & Strawn (Case No. 2024-CP-40-05397)

21. In addition to these law firms, numerous individual attorneys have also been named as defendants in various of the above matters.

Communications Referenced in the Third Motion to Supplement

22. The Receiver's Third Motion to Supplement references communications between Tim Finley, a partner at Baker & McKenzie LLP in Washington, D.C., and a legal investigator.

23. Prior to the Receiver's service of subpoenas on legal investigators, I had never heard of Mr. Finley and had no contact with him.

24. After reviewing the Receiver's Third Motion to Supplement, I and my colleagues contacted Mr. Finley to inquire about the correspondence attached to that motion.

25. We then learned that Mr. Finley had explored the possibility of engaging a legal investigator to assist with a preliminary assessment of potential claims relating to the Receiver's conduct but ultimately decided not to proceed.

26. No investigator was retained.

27. No work was performed.

28. Neither I nor my colleagues had any involvement in or awareness of Mr. Finley's communications prior to the Receiver's subpoenas.

29. The suggestion that undersigned counsel engaged an investigator to execute a "comprehensive surveillance plan" is false.

Reservation of Rights

30. Nothing in this affidavit should be construed as a waiver of the attorney-client privilege, the work-product doctrine, or any other privilege recognized under law.

31. Nothing in this affidavit should be construed as a waiver of personal jurisdiction on behalf of either Altrad Investment Authority S.A.S. or Mohed Altrad.



M. Todd Carroll

Sworn to before me this 17th day of February, 2026.

Daniel Kaminski

Notary Public for the State of New York
My Commission Expires: March 23, 2028

DANIEL KAMINSKI
Notary Public, State of New York
No. 01KA6406103
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 23, 2028