

July 10, 2026

VIA USPS AND E-MAIL

The Hon. Patricia A. Howard
Clerk of Court
South Carolina Supreme Court
1231 Gervais Steret
Columbia, SC 29201
phoward@sccourts.org

RECEIVED

Jul 13 2026

S.C. SUPREME COURT

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

Dear Ms. Howard,

Earlier this week I received a copy of a letter dated June 29, 2026, addressed to the South Carolina Supreme Court from Mr. Alan Turner of Simpson Thatcher & Bartlett, LLP of New York. Mr. Turner indicates that his filing with the court is on behalf of his client, Certain Underwriters at Lloyd's, London and certain London market insurance companies ("CLMI") regarding C.A. No. 2023-CP-40-01759. According to the public index, that civil action number is assigned to the *Tibbs* case in which this Court recently issued an opinion and now has under consideration a Petition for Rehearing.

I do not represent anyone in the *Tibbs* matter. I am the counsel of record for the plaintiffs in both the *Berley* (C.A. No. 2023-CP-40-02840) and *Jenkins* (C.A. No. 2024-CP-40-04703) cases, which are mesothelioma cases before the Honorable Jean H. Toal, Chief Justice (Ret.). I have provided a copy of Mr. Turner's letter to Chief Justice (Ret.) Toal as she does not appear to have been copied on the original correspondence.

I write today to briefly address issues discussed in Mr. Turner's letter. First, a review of the South Carolina Bar's Member Directory reflects that Mr. Turner is not a licensed South Carolina attorney, and Mr. Turner was also not admitted *pro hac vice* in either the *Berley* or *Jenkins* cases. I was not involved in the underlying *Tibbs* matter, but a review of the public index does not appear to list Mr. Turner as *pro hac vice* counsel in that case either. It is unclear to me under what authority Mr. Turner is filing his letter, and advocating for his client, with this Court.

Nevertheless, regarding the merits of Mr. Turner's letter, Mr. Turner did not address the underlying facts that led to the trial Court inquiring into the *Jenkins* and *Berley* settlements with Asbestos Corporation, Limited ("ACL"). Inasmuch as he has advanced a narrative that is both incomplete and inaccurate, I find it necessary to provide this background information as context to fully understand the circumstances surrounding the settlements in these two cases. Both the *Berley* and *Jenkins* cases involved South Carolina citizens that died from mesothelioma, an always fatal

cancer caused by exposure to asbestos. As this Court is aware, ACL sold and supplied its' asbestos into the United States (including into South Carolina) for decades and is responsible for countless individuals contracting mesothelioma. ACL's insurance carriers (including CLMI and its' claims administrator, Resolute Management) resolved both the *Berley* and *Jenkins* cases and agreed to pay the agreed upon settlements in both cases. That is without dispute. However, rather than merely reciting the underlying facts that took place after ACL's carriers and claims administrators settled these two cases, I am attaching (as Exhibit A) the full timeline provided to the trial Court in advance of the hearing in these two cases. To the extent this Court would like to see further information or documentation (including the underlying documents referenced in Exhibit A), I will promptly provide this information and/or documents.

The critical issue I have with CLMI and Resolute is twofold. First in the *Berley* case, I am concerned that the carrier and claims administrator failed to act in good faith in delaying the payment of the *Berley* proceeds. Second, regarding the *Jenkins* case, I have serious concerns that CLMI And Resolute participated in a Court ordered mediation and agreed to resolve a lawsuit of a deceased South Carolinian, presumably with full knowledge that a forthcoming bankruptcy would seriously delay, if not effectively nullify, the settlement.

I appeared on behalf of the plaintiffs at both hearings the trial Court conducted into these two settlements and that were referenced in Mr. Turner's letter. At these hearings, I voiced my concerns as set forth above, specifically as they pertained to the *Jenkins* case and Resolute/CLMI's participation in mediation and a settlement of that case and subsequently declaring for bankruptcy less than two weeks later. More specifically, I remain concerned that Resolute can dispatch one of their Vice-Presidents (who is also a South Carolina licensed insurance professional with a law degree) to participate in a mediation of a South Carolina case on a South Carolina trial docket, agree to resolve that case involving a deceased South Carolinian, and subsequently never appear in a South Carolina courtroom to answer questions about Resolute's knowledge of a bankruptcy filed less than two weeks thereafter, a bankruptcy that Resolute itself appears to have set in motion.

My understanding from my appearance at the trial Court's hearings on the issues in these two cases is that the trial Court shared my concerns about Resolute and its' carriers conduct in these two cases and whether a fraud was committed on a South Carolina court. Regardless of these concerns, and despite what Mr. Turner may insinuate, plaintiffs' counsel, all South Carolina licensed defense counsel of record in the *Berley* and *Jenkins* cases, and the trial Court all acted in accordance with the bankruptcy stay and with an attempt to obey orders from Judge Glenn of the United States Bankruptcy Court.

Thank you for your consideration of the above and please let me know if this Court has any questions or needs any additional information or documents.

With highest regards,

A handwritten signature in black ink, appearing to read 'Josh Cagle', with a stylized, flowing script.

Josh Cagle

cc (via e-mail only)

Honorable Jean H. Toal, Chief Justice (Ret.)
Alan Turner
Teddy Manos
Beth Richardson
Jessica Laffitte
Peter Protopapas
Will Early
Enclosure
JC/jp