

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF RICHLAND) FIFTH JUDICIAL CIRCUIT

John A. Tibbs and Margaret B. Tibbs,) Civil Action No. 2023-CP-40-01759
)

Plaintiffs,)
)

vs.)
)

3M Company, *et al.*,)
)

Defendants.)
)

ALTRAD DEFENDANTS'
OBJECTION TO THE RECEIVER'S
MOTIONS OF OCTOBER 28, 2025

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,)
)

vs.)
)

Anglo American PLC, *et al.*,)
)

Third-Party Defendants.)
)

At the close of business on October 28, 2025, the putative Receiver filed a series of materials through which he seeks the Court's hurried approval of a "settlement agreement" between the Anglo Defendants and the putative Receiver, and to do so in secret. The Court should reject such efforts.

As the Court is aware, the South Carolina Supreme Court has ordered the putative Receiver to respond by November 3, 2025, to petitions for extraordinary relief in Appellate Case Nos. 2025-002120 and 2025-002121. The putative Receiver's close-of-business filings to approve a secret settlement agreement appear to be an attempt to bypass and preempt scrutiny by the Supreme Court of the legality of these proceedings.

Through the close-of-business filings, the putative Receiver is again purporting to enter contracts in the name of Cape Intermediate Holdings Limited—an active English company that is not a party to these proceedings or any other in South Carolina, is not subject to jurisdiction in South Carolina, and whose directors have specifically instructed the Receiver that he has no authority to do anything at all in the company’s name.

The close-of-business filings indicate that the putative Receiver and his counsel are requesting to keep 40% of the undisclosed payment from the Anglo Defendants, and then put the rest into a “qualified settlement fund” for the putative Receiver to pay both “claimants” (§ 1.2(i) of the proposed “QSF Operating Agreement) as well as himself and his counsel even more (§§ 1.2(ii) and 4.4 of the proposed “QSF Operating Agreement”) in the name of CIHL.

Confirming the point that the putative Receiver is attempting to create liability for this active English company, the proposed QSF Operating Agreement instructs that “claimants” should serve their lawsuits on CIHL directly, but that the Receiver retains discretion to waive service on behalf of CIHL before paying “claimants” in CIHL’s name. (*See* § 3.2 of the proposed “QSF Operating Agreement” (“Claimants shall serve Cape Asbestos Suits on Cape Intermediate Holdings Ltd. in England, ***but the Manager has discretion to waive such requirement.***”)) (emphasis added).)

The putative Receiver’s attempt to seize these “boardroom” functions from CIHL (which, again, is not even before this Court or any other in South Carolian)) and to engage in litigation activities that reach beyond the case in which he was supposedly appointed are both in direct defiance of the Supreme Court’s decisions in *Welch* and *Tibbs*. The fact that the putative Receiver is asking the Court to keep all of these efforts secret and under seal is particularly troubling, especially while the Supreme Court is examining this situation.

Accordingly, the Altrad Defendants object to the Court’s consideration of any of the materials that the putative Receiver filed on October 28, 2025—the proposed “settlement agreement,” the proposed “qualified settlement fund,” the motion to seal—as the putative Receivership is a nullity as a matter of law (in both this case and in *Park*) and the Court lacks jurisdiction to even consider the putative Receiver’s motions (in both this case and in *Park*).

For the avoidance of doubt, the Altrad Defendants incorporate by reference each of their prior filings with respect to all issues related to this putative receivership, including their Omnibus Response to the Receiver’s Numerous Filings which was filed with this Court on October 19, 2025; their objections at the proceedings stated on October 20, 2025; as well as all of their other filings and objections to date that have been filed with any court which spell out in great detail the numerous jurisdictional defects.

The Altrad Defendants continue to object to these proceedings as improper, and they do not waive any arguments, but instead specifically preserve all such arguments and defenses, including in particular the lack of personal jurisdiction in this Court. Additionally, to the extent not inconsistent with anything herein, the Altrad Defendants adopt and join all objections and arguments presented by the Charter Defendants.

Signature Page Attached

Respectfully submitted,

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