

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

JOHN A. TIBBS AND  
MARGARITE B. TIBBS,

Plaintiff,

vs.

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

3M COMPANY, ET AL.,

Defendants.

(Caption continued on the following page.)

---

H E A R I N G  
BEFORE THE HONORABLE  
CHIEF JUSTICE (RET.) JEAN TOAL

---

DATE TAKEN: Monday, October 6, 2025

TIME START: 11:33 a.m.

TIME END: 1:04 p.m.

LOCATION: Richland County Judicial Center  
1701 Main Street  
Columbia, South Carolina

REPORTED BY: Sheri L. Byers, RPR  
Magna Legal Services  
866.624.6221  
www.MagnaLS.com

1 Your Honor that responds to the Supreme Court's  
2 June remand instructions.

3 There are threshold questions that have got  
4 to be addressed by this Court before anything  
5 else can happen. And so on that basis, you  
6 know, we want the record to reflect that we are  
7 quite puzzled by this notion of settlement. We  
8 don't see how that can even happen. But also  
9 the motion to amend itself is a nullity. It  
10 doesn't exist. It is not filed by somebody that  
11 has standing to file anything.

12 And I'm glad to walk you through that. We  
13 did that in the July hearing, and we did that in  
14 the August hearing.

15 THE COURT: We had quite a fulsome hearing  
16 on precisely these matters.

17 MR. CARROLL: Yes, ma'am. Two of them.

18 THE COURT: And I indicated by letter  
19 ruling what I would rule in that regard. And  
20 you can be assured that those orders will be  
21 filed as well.

22 MR. CARROLL: But they haven't been filed,  
23 and that's my point.

24 THE COURT: I understand that. But you and  
25 I differ radically about whether or not other

1 parties in this litigation have the ability to  
2 settle with the receiver, but we also disagree  
3 very, very radically about what it means to  
4 appoint a receiver, a state receiver, and what  
5 the ambit of that state receiver's authority is.

6 And that, of course, has been indicated by  
7 what I said in the previous hearings we've had  
8 on this matter.

9 But you have responded to this matter. You  
10 have filed an answer in this matter.

11 MR. CARROLL: Yes, ma'am. So that there  
12 would be none of this notion of default.

13 THE COURT: Well, I'm sorry, but you filed  
14 an answer in this matter. And that -- and you  
15 appealed rulings made in connection with your  
16 posture as a participating defendant. And those  
17 matters went all the way to the Supreme Court  
18 who then remanded to me all of these matters.

19 So I don't think you can avoid whatever  
20 consequences will come to your failure to  
21 participate in these matters by simply making  
22 these broad statements that the actions of  
23 others in connection with this matter are  
24 somehow something that you can challenge.

25 MR. CARROLL: Your Honor, very early -- I'm

1 sorry, I thought you were done.

2 THE COURT: You've got a very different  
3 notion of how this Court can operate in the  
4 light of the directives that were given to the  
5 court in the Tibbs case and in the subsequent  
6 memorandum orders by the court. Those matters  
7 are clearly back in the jurisdiction of this  
8 trial court to deal with, and I will deal with  
9 them.

10 But I can assure you that I will not simply  
11 stop these proceedings on the basis of what you  
12 just argued about, the lack of the receiver's  
13 authority. And I made that very clear in what I  
14 said in June about this matter. And I don't  
15 intend to vary from that.

16 So just so you understand, you can put  
17 those things on the record if you like, but I  
18 don't believe that they are consistent with the  
19 receivership law of South Carolina nor with the  
20 directives I've been given by the Supreme Court.  
21 We have two very different views about that  
22 memorandum from the Supreme Court.

23 And what I've got to do is to translate the  
24 activities I take as trial Court into orders  
25 that are reviewable by the Court, and I intend

1 to do that in a complex order that presents  
2 everything at one time so we don't continue to  
3 have this yo-yo back and forth with every action  
4 that's taken between the appellate courts and  
5 this Court.

6 Because what has happened uniformly in the  
7 past, that not one of those appeals has been  
8 found to have merit. But we've had a huge delay  
9 in trying to deal with this matter because every  
10 action that's taken, whether you have the  
11 authority to appeal or not, you have appealed  
12 and tried to stop the Court from moving forward  
13 with the ordinary course of handling this  
14 matter.

15 So that's the view of this Court on the  
16 matter. You don't agree with that, but  
17 understand what I perceive to be the directive  
18 of the Supreme Court to me on this matter and  
19 the responsibility I have as the presiding trial  
20 judge in this matter, and I intend to move  
21 forward with these settlements and to move  
22 forward with this trial. Just so you  
23 understand.

24 MR. CARROLL: Yes, ma'am. And the June  
25 order gave very clear instructions that have not

1 THE COURT: I understand that that's your  
 2 position.  
 3 MR. CARROLL: And not only that, not only  
 4 is there an actual contract on that point, but  
 5 it was handed to a different English court, and  
 6 they had a trial last week -- or two weeks ago.  
 7 And his honor issued a ruling that was quite  
 8 thorough last week that says this contract is  
 9 enforcement.  
 10 We continue to not recognize the  
 11 receivership, which is, again, back to my  
 12 earlier point about I don't know how my  
 13 colleagues on -- at Anglo can settle, quote,  
 14 settle with the receivership. Perhaps they're  
 15 paying Mr. Protopapas' individual capacity. But  
 16 I don't think they can actually settle with a  
 17 receiver because they have a court in England,  
 18 too, now saying English law does not recognize  
 19 this receivership.  
 20 And the points that the English court --  
 21 THE COURT: Well, the English court does  
 22 not recognize the authority of the American  
 23 courts in this situation at all. Our own court  
 24 had its own view of that. And, you know, the  
 25 activities in 1776 had some effect on the

1 independence of American courts and --  
 2 MR. CARROLL: Sure.  
 3 THE COURT: -- the authority of American  
 4 courts. And as far as I'm concerned, that's not  
 5 something that I need to revisit. I'm operating  
 6 under the framework that my own appellate court  
 7 has given me and the responsibility they have  
 8 given me on this remand.  
 9 MR. CARROLL: Yes, ma'am.  
 10 THE COURT: You've argued those things  
 11 before. Our court has not agreed with you on  
 12 that and has remanded the thing to me with  
 13 certain instructions. And nothing I've done so  
 14 far has contradicted to what they've asked me to  
 15 do in any respect, in my view.  
 16 MR. CARROLL: Well, I take it --  
 17 THE COURT: But I certainly don't think  
 18 you've got the authority under any view of our  
 19 own law or what you think is applicability in  
 20 English law to try to interfere with the ability  
 21 of Anglo to settle its responsibilities as it  
 22 sees them.  
 23 And I look with great concern on  
 24 codefendants in this case. It's one thing for  
 25 you to take the position as what the Court's

1 authority may be with respect to your clients,  
 2 Altrad. It's quite another thing for you to try  
 3 to blow up the settlements that other defendants  
 4 are making. How you got the authority or the  
 5 standing to do that is something I don't quite  
 6 understand.  
 7 MR. CARROLL: Your Honor, I'm simply  
 8 pointing out that Anglo appears to have made a  
 9 contract with somebody that doesn't exist.  
 10 THE COURT: Mr. Carroll, this is not some  
 11 academic law school exercise in talking about  
 12 the law. You've either got the authority to try  
 13 to interfere with the legitimate business  
 14 judgments that other defendants have made in  
 15 this action or you don't. And I am not going to  
 16 allow defendants who have made -- considered  
 17 business judgments about their own posture in  
 18 this matter to be told that your disagreement  
 19 with what they are doing is some reason for this  
 20 Court not to act.  
 21 The Court is going to act. The Court is  
 22 going to rule, as I indicated I will rule, as  
 23 the authority of the receiver. You can do what  
 24 you want to do with your clients in that regard.  
 25 But the notion that you could interfere with the

1 legitimate desires of other participants in this  
 2 litigation to settle their matters is something  
 3 that I can't comprehend.  
 4 I also can't comprehend how you personally  
 5 can on the one hand take this position with  
 6 respect to Altrad and on the other hand  
 7 representing USF&G and others who have interests  
 8 in some phase of this thing on their behalf and  
 9 seek settlements.  
 10 So I -- you know, that's something you have  
 11 to work out on your own, but I'm not going to  
 12 let it influence the responsibility the Court  
 13 has directed me on with respect to bringing  
 14 these other matters to conclusion.  
 15 MR. CARROLL: Well, Your Honor, I'm  
 16 simply -- again, I don't want to venture into  
 17 the notion of waiver. And when I hear the  
 18 contract has been entered on behalf --  
 19 reportedly on behalf of the company that has  
 20 told Mr. Protopapas that he has no authority to  
 21 speak for them, I feel like that I have to at  
 22 least point that out on the record lest I be  
 23 told I have waived something later.  
 24 THE COURT: All right.  
 25 MR. CARROLL: I appreciate your point about

ELECTRONICALLY FILED - 2025 Oct 29 8:49 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759