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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 15
Asbestos Corporation Limited,[1]	Case No. 25-10934 (MG)
Debtor in a Foreign Proceeding.	

JOINT MOTION OF THE FOREIGN REPRESENTATIVE AND CLMI FOR AN ORDER RESTATING AND ENFORCING THE STAY PROVISIONS OF THIS COURT'S OCTOBER 30, 2025 RECOGNITION ORDER

[1] The Debtor in this chapter 15 case, along with its unique identifier, is Asbestos Corporation Limited (Canadian Federal Business Number: 104903273RC0001). The Debtor has a registered and business address in Canada of 840 Boul. Ouellet, Thetford Mines, QC G6G 7A5, Canada.

Raymond Chabot Inc. in its capacity as the monitor (the "Monitor") and duly appointed foreign representative ("Foreign Representative") of Asbestos Corporation Limited ("ACL" or the "Debtor"), and Certain Underwriters at Lloyd's, London and certain London market insurance companies ("CLMI," and together with the Foreign Representative, the "Movants"),[2] by and through their respective undersigned counsel, respectfully submit this motion (the "Motion") seeking entry of an order, substantially in the form attached hereto as Exhibit A (the "Proposed Order"), to restate and enforce the stay provisions (the "Bankruptcy Stay") in the October 30, 2025 Order (I) Recognizing the CCAA Proceeding of Asbestos Corporation Limited as a Foreign Main Proceeding and (II) Granting Related Relief (the "Recognition Order") (Dkt. No. 142) entered by this Court in the ACL chapter 15 bankruptcy proceedings, as it applies to recent and ongoing activity in two individual asbestos wrongful death lawsuits pending in the South Carolina Court of Common Pleas in the Fifth Judicial Circuit (the "South Carolina Court"), namely the *Berley* and *Jenkins* proceedings.[3]

In support of the requested relief, Movants respectfully refer the Court to the statements contained in the *Declaration of Melissa King* (the "King Declaration"), which was filed

[2] Certain London market insurance companies consist of: The Scottish Lion Insurance Company Ltd.; Tenecom Ltd. (as successor to Winterthur Swiss Insurance Company formerly known as Accident & Casualty Insurance Company of Winterthur, Switzerland), Yasuda Fire and Marine Insurance Company (UK) Limited and now known as Tenecom Ltd; The Ocean Marine Insurance Company Limited (as successor to liabilities of Commercial Union Assurance Company Limited, The Edinburgh Assurance Company, The Indemnity Marine Assurance Company Limited, The Northern Assurance Company Limited, The Road Transport & General Insurance Company Limited, United Scottish Insurance Company Limited, and The Victoria Insurance Company Limited); and NRG Victory Reinsurance Limited as successor to liabilities of New London Reinsurance Company Limited.

[3] The "*Berley* proceeding" means the case captioned *Peggy B. Berley, Individually and as Personal Representative of the Estate of Billy G. Berley, Deceased v. Aecom Energy & Construction, Inc., et al.*, CA No. 2023-CP-40-02840, pending in the South Carolina Court of Common Pleas in the Fifth Judicial Circuit. The "*Jenkins* proceeding" means the case captioned *Shirley A. Jenkins, Individually and as Personal Representative of the Estate of Sam Jenkins, Jr., Deceased v. Asbestos Corporation Ltd., et al.*, CA No. 2024-CP-40-04703, pending in the South Carolina Court of Common Pleas in the Fifth Judicial Circuit.

concurrently herewith and is incorporated herein by reference as if fully set forth herein. Movants further respectfully represent to the Court as follows:

PRELIMINARY STATEMENT

On May 6, 2025, the Québec Superior Court of Justice (Commercial List) (the "Canadian Court") entered an order in ACL's CCAA Proceeding[4] staying all litigation against the Debtor and certain other "Stay Parties," including CLMI and its third party claims administrator Resolute Management Inc. ("Resolute"), and confirming that the Debtor has the sole power to control and administer its property, including rights under liability insurance policies under which it is an insured. *See* Dkt. No. 2-3. On May 26, 2025, as part of its provisional relief order in this chapter 15 case, this Court ordered that section 362 of the Bankruptcy Code would apply to each of the Stay Parties (defined in the provisional relief motion to include, *inter alia*, CLMI and Resolute) and that, among other things, all persons are stayed from "continuing any suit . . . against the Stay Parties." *See* Dkt. No. 37. On October 30, 2025, this Court entered the Recognition Order extending the Bankruptcy Stay to each of the Stay Parties (defined in that Order to include, *inter alia*, CLMI and Resolute) following the Court's recognition of the CCAA Proceeding. *See* Dkt. No. 142. In doing so, in comity with the Canadian Court, this Court has fully and unambiguously shielded the Debtor, CLMI and Resolute with the protections afforded by Section 362 of the Bankruptcy Code.

In the last several days, actions have occurred in South Carolina that violate this Court's Recognition Order. Specifically, actions taken by the South Carolina Court, and by plaintiffs' counsel at the direction of the South Carolina Court, in the *Berley* and *Jenkins* proceedings, seeking and granting certain relief, and scheduling and conducting hearings, have resulted in continuation

[4] Terms not defined herein have the meaning ascribed to them in the Motion for (I) *Ex Parte* Emergency Relief and (II) Provisional Relief Pursuant to 11 U.S.C. §§ 1519, 362 and 105(a) (Dkt. No. 9).

of those cases over the Movants' objections. Plaintiff's counsel submitted to the South Carolina Court in the *Berley* case a petition to approve a pre-bankruptcy settlement and to disburse funds from the London Policies[5] that are presently escrowed in plaintiff's counsel's trust account. Upon being informed by Movants that filing the petition violated the Bankruptcy Stay, plaintiff's counsel agreed to withdraw it, but the South Carolina Court directed to the contrary. At an April 17 hearing, the South Carolina Court stated its view that: (1) the Bankruptcy Stay does not apply to the *Berley* and *Jenkins* proceedings; (2) proceeds of ACL's insurance policies are not assets of ACL; and (3) those proceeds are not within the jurisdiction of the Canadian Court or this Court. At the South Carolina Court's direction, plaintiffs' counsel then submitted to the court a proposed order in the *Berley* proceeding that would direct the disbursement to the plaintiff of the escrowed funds, which could occur imminently once the South Carolina Court enters the proposed order.

All of these steps violate the Bankruptcy Stay. The Foreign Representative and CLMI have stated that position to the South Carolina Court, have provided the South Carolina Court with this Court's Recognition Order, and explained why the relevant Bankruptcy Stay provisions prevent continuation of the *Berley* and *Jenkins* proceedings, but that Court disagrees. Movants therefore request an order from this Court restating and enforcing the Bankruptcy Stay, such that the *Berley* and *Jenkins* proceedings are not continued as to Stay Parties ACL, Resolute, CLMI or other London market insurance companies (not administered by Resolute), and that insurance funds are not ordered disbursed to tort claimants in Stayed Actions (the "Requested Relief").

JURISDICTION

1. The United States Bankruptcy Court for the Southern District of New York (the "Court") has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334, as well

[5] Defined in CLMI's Joinder and Reply Memorandum (Dkt. No. 83) as certain excess liability insurance policies issued to General Dynamics Corporation, to which CLMI subscribed severally (not jointly).

as the *Amended Standing Order of Reference* dated January 31, 2012, Reference M-431, *In re Standing Order of Reference Re: Title 11,* 12 Misc. 00032 (S.D.N.Y. Feb. 2, 2012) (Preska, C.J.).

2. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

3. Venue is proper in this Court pursuant to 28 U.S.C. § 1409(a).

4. The statutory predicates for the Requested Relief are sections 362, 105(a), 1507, 1521, and 1528 of the Bankruptcy Code; and Bankruptcy Rule 9014.

BACKGROUND

A. The ACL Bankruptcy

5. On May 6, 2025, the Canadian Court entered an Initial Order in the CCAA Proceeding (Dkt. No. 2-3) staying all litigation against the Debtor, CLMI, Resolute and other Stay Parties, and confirming that the Debtor has the sole power to control and administer its property, including "all insurance assets, wherever they may be located, including in the United States."

6. On May 6, 2025, pursuant to sections 105(a), 1519 and 362 of the Bankruptcy Code, this Court entered a Temporary Restraining Order (Dkt. No. 8) that, *inter alia*, stayed with immediate effect all proceedings against debtor ACL and against CLMI, Resolute and other Stay Parties.

7. Counsel for the *Berley* and *Jenkins* plaintiffs, Maune Raichle Hartley French & Mudd, LLC ("Maune Raichle"), as well as defense counsel retained by the South Carolina Receiver for ACL, Pierce Sloan Kennedy & Early LLC ("Pierce Sloan") and Gallivan White & Boyd ("Gallivan"), were timely served on May 8, 2025 with notice of the bankruptcy filing, including the Verified Petition, the accompanying supporting papers, and the Temporary Restraining Order. *See* Affidavit of Service (Dkt. No. 18 at 9-10) (reflecting service on Maune Raichle, Pierce Sloan and Gallivan).

8. On May 20, 2025, this Court entered the Provisional Relief Order (Dkt. No. 37), extending the stay relief provided in its May 6, 2025 Temporary Restraining Order.

9. On October 30, 2025, following a two-day contested evidentiary hearing, this Court entered the Recognition Order (Dkt. No. 142), recognizing the CCAA Proceeding as a foreign main proceeding and granting certain related relief. Among other things, the Recognition Order continued the stay of all proceedings against debtor ACL and against CLMI, Resolute and other Stay Parties that the Court had previously entered in its May 20, 2025 Provisional Relief Order.

10. The Recognition Order defines "Stayed Actions," which are barred by the stay, by reference to the Motion for Provisional Relief, which defines "Stayed Actions" to include "commencing or continuing any suit, action, or proceeding against the Stay Parties or their U.S. Interests."[6] *See* Motion for Provisional Relief (Dkt. No. 9) at 16.

11. Briefing is currently underway in the Asbestos Parties' appeal of the Recognition Order to the U.S. District Court for the Southern District of New York. During the pendency of the appeal, the Recognition Order remains in full force and effect, as the Asbestos Parties have neither sought nor obtained judicial relief from the Recognition Order pending the outcome of the appeal.

12. The Recognition Order "authorized and empowered" the Foreign Representative to "take all actions necessary to implement the relief granted in this Order," and "retain[ed] [the Court's] jurisdiction with respect to all matters arising from or related to the implementation of this Order." *See* Dkt. No. 142 at 6-7.

[6] "U.S. Interests" is defined in the Verified Petition as "all of the Debtor's (i) property and the proceeds thereof, if any, located within the territorial jurisdiction of the United States, as further defined in 11 U.S.C. § 1502(8), including the London Policies (to the extent that the London Policies or the proceeds thereof are deemed to be property of the Debtor in the territorial jurisdiction of the United States); and (ii) rights, obligations and responsibilities in the United States."

B. Maune Raichle Currently Holds In Its Trust Account Insurance Funds Relating to the *Berley* Settlement

13. The *Berley* proceeding is an individual asbestos wrongful death lawsuit that has been pending in the South Carolina Court since 2023. *See* King Decl. ¶ 6. Justice Jean H. Toal, the retired Chief Justice of the South Carolina Supreme Court, presides over all South Carolina asbestos cases, which are centralized in the South Carolina Court. *Id.* ¶ 6.

14. Plaintiff's counsel in the Berley proceeding is Josh Cagle at Maune Raichle. *Id.* ¶ 7.

15. Service of the complaint in the *Berley* proceeding was effected via service upon the receiver appointed over ACL by the South Carolina Court, Peter D. Protopapas (the "South Carolina Receiver"). *Id.* ¶ 8. The South Carolina Receiver retained Gallivan as ACL's defense counsel for the *Berley* proceeding. *Id.* ¶ 8.

16. On July 26, 2024, at the request of the South Carolina Receiver, Melissa King, Vice President – Direct Claims Audit at Resolute (third party claims administrator for CLMI), provided the South Carolina Receiver with monetary settlement authority for CLMI's share up to a certain amount to negotiate a settlement of ACL's exposure in the *Berley* proceeding. *Id.* ¶ 9. Similarly, at the South Carolina Receiver's request, other ACL insurers, certain London market insurers that do not use Resolute as their claims administrator (the "non-Resolute administered London insurers"), also extended their share of monetary settlement authority up to a certain amount. *Id.* ¶ 9.

17. CLMI was not made aware of or invited to participate in any mediation of the *Berley* proceeding. *Id.* ¶ 10. Nor was CLMI informed by the South Carolina Receiver about settlement of the *Berley* proceeding until much letter. *Id.* ¶ 10.

18. Approximately nine months later, on April 1, 2025, CLMI and non-Resolute administered London insurers were informed for the first time that a settlement had been reached on July 29, 2024, in the *Berley* proceeding. *Id.* ¶ 11. CLMI have since come to learn that a mediation occurred in the *Berley* proceeding on or around June 13, 2024, and that a settlement in principle was reached on or around July 29, 2024, during a phone call among the South Carolina Receiver, plaintiff's counsel Maune Raichle and ACL's defense counsel retained by the South Carolina Receiver, Gallivan. *Id.* ¶ 11.

19. On the same day that CLMI and non-Resolute administered London insurers were informed of the *Berley* settlement that had apparently been entered into nine months earlier, CLMI and non-Resolute administered London insurers were also sent a copy of a release that had already been signed by the plaintiff. *Id.* ¶ 12. On April 11, 2025, CLMI requested that the release be revised to include a standard confidentiality provision, as the release sent did not include any confidentiality provision, the inclusion of which are standard in asbestos settlement documentation. *Id.* ¶ 12. Plaintiff's counsel agreed to add the confidentiality provision. *Id.* ¶ 12.

20. That very same day, Ms. King instructed Resolute to initiate the administrative steps to request that CLMI pay their portion of the *Berley* settlement. *Id.* ¶ 13.

21. A revised release was signed by the plaintiff on May 13, 2025. *Id.* ¶ 14.

22. By May 6, 2025, however, both the CCAA Proceeding in Canada and this chapter 15 proceeding had been commenced. *Id.* ¶ 15.

23. In the meantime, Ms. King's initiation of administrative steps to request that CLMI pay its portion of the *Berley* settlement prior to commencement of the CCAA Proceeding and mistake in not explicitly advising the Resolute staff to stop this administrative process for the *Berley* claim, led to CLMI erroneously transmitting on May 30, 2025 CLMI's portion of the

settlement[7] (the "Settlement Funds") to Gallivan, notwithstanding the intervening filing of ACL's insolvency proceedings. *Id.* ¶ 16. The fact that the Settlement Funds had been erroneously transmitted to Gallivan was unknown to Ms. King at that time. *Id.* ¶ 16.

24. On August 21, 2025, with Ms. King (on behalf of CLMI) still unaware that CLMI had transferred the *Berley* Settlement Funds to Gallivan, CLMI informed Maune Raichle, in response to Maune Raichle's requests for an update about whether their clients would be paid, that the *Berley* and *Jenkins* settlements "need to be submitted through the claims process in the CCAA proceedings and can't be paid outside of that process." *Id.* ¶ 21. CLMI further provided "a link to the website of the Monitor where information is posted about the status of the CCAA proceeding, and where information on submitting a claim should be posted at the appropriate time." *Id.* ¶ 21.

25. On January 14, 2026, Maune Raichle emailed CLMI and counsel for the non-Resolute administered London insurers to say that they had received CLMI's share of the Settlement Funds for *Berley* and asking the non-Resolute administered London insurers to pay their share of the settlement. *Id.* ¶ 22. It was only then that Ms. King (on behalf of CLMI) learned for the first time that such payment had been made by CLMI and that Gallivan had sent the Settlement Funds to Maune Raichle on November 13, 2025. *Id.* ¶ 22. Ms. King responded that she did not know why they had received those funds and referred them back to the August 21, 2025, communication informing Maune Raichle that the settlements could not be paid outside of the Canadian insolvency proceedings. *Id.* ¶ 22.

C. Maune Raichle Seeks Approval of the *Jenkins* Settlement from the South Carolina Court

[7] The specific amount of the Settlement Funds is confidential. The amount can be disclosed to the Court *in camera*.

26. The *Jenkins* proceeding is another individual asbestos wrongful death lawsuit that has been pending in the South Carolina Court since 2023. *Id.* ¶ 17.

27. Plaintiff's counsel in the *Jenkins* proceeding is also Mr. Cagle at Maune Raichle. *Id.* ¶ 18.

28. Service of the complaint in the *Jenkins* proceeding was effected via service on the South Carolina Receiver. *Id.* ¶ 19. During the relevant periods discussed herein, Will Early at Pierce Sloan was retained by the South Carolina Receiver as ACL's defense counsel for the *Jenkins* proceeding. *Id.* ¶ 19.

29. A court-mandated mediation occurred in the *Jenkins* proceeding on April 24, 2025. *Id.* ¶ 20. Ms. King of Resolute, on behalf of CLMI, participated in the mediation, along with an attorney (Beth Richardson) for the non-Resolute administered London insurers and ACL's defense counsel Will Early at Pierce Sloan. *Id.* ¶ 20. The South Carolina Receiver was also involved in the *Jenkins* mediation by receiving updates via phone from Will Early, Beth Richardson and Ms. King and providing his thoughts during those calls. *Id.* ¶ 20.

30. At the South Carolina Receiver's request, CLMI extended their share of the settlement authority that was requested by the South Carolina Receiver. *Id.* ¶ 20. Similarly, the non-Resolute administered London insurers also extended their share of monetary settlement authority requested by the South Carolina Receiver. *Id.* ¶ 20. A settlement in principle was reached at the mediation. *Id.* ¶ 20.

31. The final settlement agreement was executed by the *Jenkins* plaintiff on June 26, 2025, after ACL had commenced its CCAA Proceeding and this chapter 15 proceeding. *Id.* ¶ 20.

32. On August 21, 2025, in the same email discussing the *Berley* settlement, CLMI informed Maune Raichle that the *Jenkins* settlement "need[s] to be submitted through the claims

process in the CCAA proceedings and can't be paid outside of that process." *Id.* ¶ 21. CLMI further provided a link to the Monitor's website where additional information could be found. *Id.* ¶ 21.

D. After Being Informed Of The Bankruptcy Stay, the South Carolina Court States That the Stay Is Inapplicable And That the *Berley* Settlement Funds Should be Disbursed

33. On April 2, 2026, Maune Raichle filed a Petition for Approval of the *Berley* settlement in the South Carolina Court, requesting permission to distribute the Settlement Funds to plaintiff. A copy of this Petition for Approval is attached as Exhibit B. Movants understand that the rules and/or practice for wrongful death settlements in South Carolina require court-ordered approval before funds can be disbursed to the decedent's representative(s) in the lawsuit.

34. On April 6, 2026, Resolute (on behalf of CLMI) emailed Maune Raichle that the payment by CLMI was issued in error, stated that there was a bankruptcy stay and requested return of the Settlement Funds to avoid violating the Bankruptcy Stay. *Id.* ¶ 24.

35. On April 7, 2026, Resolute (on behalf of CLMI) wrote again to plaintiff's counsel to reiterate that the *Berley* action is stayed, to request return of the Settlement Funds, and to reiterate that any claim against ACL for the *Berley* proceeding must be submitted through the claims process in the CCAA Proceeding. *Id.* ¶ 25. Maune Raichle responded that this was an issue to be decided by the South Carolina Court. *Id.* ¶ 25.

36. On April 7, 2026, Maune Raichle forwarded its April 6 and 7 email correspondence with Resolute (on behalf of CLMI) to the South Carolina Court and asked "for guidance on how to proceed." The South Carolina Court replied, directing all counsel to provide a timeline of events by Wednesday, April 15, 2026. *Id.* ¶ 26.

37. On April 8, 2026, the South Carolina Court issued an order in the *Berley* proceeding setting a notice of hearing for April 17, 2026 at 9:30 a.m. *Id.* ¶ 27.

38. On April 9, 2026, CLMI's counsel and ACL's Foreign Representative's counsel spoke with Maune Raichle and requested that they withdraw their Petition for Approval in the *Berley* action, as it violates the Bankruptcy Stay. Maune Raichle agreed to do so and informed the South Carolina Court that it would withdraw the Petition but further stated that it intended to "fully comply with the Court's instructions below and provide the Court with complete detail of the timeline of events, the persons and parties involved, and the steps taken that led to [Maune Raichle's] recently filed petition to approve the ACL settlement." *Id.* ¶ 28.

39. In response, on April 10, 2026, the South Carolina Court issued a letter ordering that Maune Raichle *not* withdraw its Petition for Approval pending the hearing set for Friday, April 17. *Id.* ¶ 29. The South Carolina Court further ordered all parties to furnish "all settlement agreements, releases, correspondence and emails related thereto, and any other documents regarding the settlements of *Berley* case and . . . *Jenkins*" case by April 15, 2026. *Id.* ¶ 29.

40. Letters and written submissions were sent to the South Carolina Court by various counsel between April 13 and 15, 2026. *Id.* ¶ 30. Among them, local South Carolina counsel for CLMI sent a letter to the South Carolina Court attaching the Recognition Order, the Provisional Relief Order and the Temporary Restraining Order, explaining the application of the stay provisions therein, and stating their view that the filing of the Petition for Approval violates the Bankruptcy Stay, as would taking any other additional steps in the *Berley* and *Jenkins* actions. *Id.* ¶ 30. None of the letters or written submissions to the South Carolina Court contended that the Bankruptcy Stay provisions in the Recognition Order do not apply to the *Berley* and *Jenkins* actions.

41. On April 17, 2026, a hearing was held in the South Carolina Court. A full transcript of the hearing is attached as Exhibit C (the "Transcript"). Among other things, the South Carolina Court stated that:

- "I don't care which court says they are having to say about these insurance funds. It's not their place to say that these insurance – they – if they got any bankruptcy authority at all, it's over the assets of ACL. And these insurance proceeds are trust assets, impressed with obligations under a contract for defense of actions not general funds available for ACL." Tr. at 19:3-9.

- "What does a bankruptcy court have to do – the bankruptcy court is there to administer assets of the bankrupt. This insurance is not an asset of the bankrupt. It is a pool of money available to settle obligations of the bankrupt. But the bankrupt doesn't have the money in [its] hands for any court to mess with. The money is in the hands of the insurance company and why it would – the only reason it would subject itself to this bankruptcy court is to avoid paying [its] claims." Tr. at 60:15-23.

- "The poor woman [Ms. Jenkins] is in penury, and these big companies think they can violate her rights when she is in good faith signs with release. Bankruptcy court will have nothing to do. She's released ACL completely. Bankruptcy court has nothing to do with that." Tr. at 62:12-16.

- "Over the objection of Mr. Early on behalf of Resolute[8] and Mr. Manos on behalf of CLMI, you all take the position that I can't proceed with this because of the pendency of the bankruptcy, and I understand that and it is my ruling that I can proceed and I will proceed." Tr. at 71:18-22.

42. At the hearing, the South Carolina Court directed Maune Raichle to submit a form of Proposed Order approving the *Berley* settlement and requiring disbursal of the Settlement Funds.

43. At the April 17, 2026, hearing, the South Carolina Court also requested that Maune Raichle file a Petition for Approval of the *Jenkins* settlement as soon as possible, stated the Court's intention to grant that Petition, and its intention to schedule a hearing to which the Court would

[8] Mr. Early of Pierce Sloan filed a pre-hearing submission on behalf of "ACL, by and through its Court-appointed Receiver Named Herein" prior to the hearing. Mr. Early does not represent Resolute.

invite Ms. King of Resolute to testify in South Carolina in order to question her about the circumstances of the *Jenkins* settlement. *See* Tr. at 65:9-12 and 71:11-13.

44. On April 20, 2026, plaintiff's counsel submitted the *Berley* Proposed Order to the South Carolina Court for its approval. *Id.* ¶ 32. The *Berley* Proposed Order is attached as Exhibit D. Objections to the Proposed Order are due Friday, April 24, 2026, at 4:30 p.m. ET. King Decl. ¶ 32. As drafted by plaintiff's counsel, the Proposed Order would authorize distribution of the *Berley* Settlement Funds to the plaintiff and find that the Bankruptcy Stay does not prevent disbursement of the Settlement Funds. *Id.* ¶ 32.

45. Specifically, the *Berley* Proposed Order would find that the Bankruptcy Stay does not apply for two reasons: (1) "it was CLMI and Resolute, acting on behalf of ACL, that submitted the payment to [Gallivan] 24 days after ACL initiated its' bankruptcy proceedings (with CLMI as a co-applicant)" and (2) "distribution of the funds Plaintiff's counsel currently holds in trust will not result in a diminution of the estate at issue in ACL's bankruptcy proceedings." Ex. D at 5.

46. On April 21, 2026, in response to the South Carolina Court's request that they do so, Maune Raichle filed a Petition for Approval of the *Jenkins* settlement in the South Carolina Court. A copy of this Petition for Approval is attached as Exhibit E. The Petition identifies that three defendants have settled with Jenkins, all of whom are in receivership under the South Carolina Receiver. *Id.* ¶ 4. No funds have been transmitted by CLMI to Maune Raichle or ACL's defense counsel with respect to the *Jenkins* proceeding. King Decl. ¶ 34. No hearing or objection deadline has yet been set with respect to that Petition.

47. On April 21, 2026, the South Carolina Court filed its regular monthly status report to the South Carolina Supreme Court, describing the court's handling of recent activity on the South Carolina asbestos docket. A full copy of the status report is attached as Exhibit F. The

report contains several inaccuracies in its description of the circumstances of the *Berley* and *Jenkins* settlements. The report also refers to ACL's CCAA Proceedings as an "alleged ACL Bankruptcy" and refers to this Court's chapter 15 proceedings as an "alleged domestication in New York," notwithstanding CLMI's and ACL's provision of this Court's Recognition Order to the South Carolina Court in response to its request for information.

BASIS FOR REQUESTED RELIEF

I. Continuation of the *Berley* and *Jenkins* Proceedings is Barred by the Bankruptcy Stay

48. The Bankruptcy Stay prohibits the continuation of any Stayed Actions against any of the Stay Parties. Recognition Order at 4-5. By the Recognition Order's express terms, any further activity in the *Berley* and *Jenkins* proceedings, including entry of the *Berley* Proposed Order and distribution of the Settlement Funds, would violate the Bankruptcy Stay because it would constitute a "continu[ation]" of a "proceeding against the Stay Parties." *See, e.g.*, *Const. Bank v. Tubbs*, 68 F.3d 685, 692–93 (3d Cir. 1995) ("[O]nce in effect, the automatic stay 'suspends any non-bankruptcy court's authority to continue judicial proceedings' against the debtor.") (approvingly citing case holding that "order entered [by state court] after debtor files bankruptcy petition is a legal nullity even though based on pre-petition settlement"). Similarly, the filing of a Petition for Approval in the *Jenkins* proceeding (which has already occurred), conducting a hearing with respect to that Petition, or ordering payment of settlement funds with respect to that action (which the South Carolina Court has stated it intends to do), would also violate the Bankruptcy Stay. The Bankruptcy Stay must be enforced to prevent any such violations.

II. The *Berley* Proposed Order Incorrectly Asserts the Bankruptcy Stay Is Not Applicable

49. The *Berley* Proposed Order incorrectly asserts that no bankruptcy stay applies, relying on a South Carolina state court ruling that Bankruptcy Code section 362(a)(1) "provides

for a stay of an action *against the debtor*." *See Southern Bank & Trust Co. v. Harley*, 295 S.C. 423, 425 (S.C. 1988). But that case, which is a state court's interpretation of the scope of the automatic stay under section 362, is inapplicable here, and in any event does not bind this Court. *See, e.g.*, *In re Killmer,* 501 B.R. 208, 214 (Bankr. S.D.N.Y. 2013) (recognizing that state court judgments concerning the application of the automatic stay "must bow to the plenary power vested in the federal courts over bankruptcy proceedings"); *see also, e.g., Farley v. Henson*, 2 F. 3d 273, 275 (8th Cir. 1993) (expressly disapproving of *Southern Bank*); *Teachers Ins. & Annuity Ass'n of America v. Butler*, 803 F. 2d 61, 64-65 (2d Cir. 1986) (applying section 362 of the Bankruptcy Code by its terms despite argument that continuing an action "can only inure to the benefit of the debtor"). There is no issue here as to the scope of the Bankruptcy Stay, because this Court entered a Recognition Order that expressly finds that section 362 of the Bankruptcy Code applies, and specifies the scope of that stay by defining the Stayed Actions and the Stay Parties. The Recognition Order unambiguously bars continuation of proceedings in the *Berley* and *Jenkins* proceedings.

50. Neither of the reasons the *Berley* Proposed Order cites in support of its position that the Bankruptcy Stay does not apply to current activity in the *Berley* action has any merit. First, the *Berley* Proposed Order recites that the settlement payment was submitted by CLMI and Resolute[9], not ACL. This ignores that the Recognition Order includes both CLMI and Resolute as Stay Parties.

51. Any notion that the proceeds that may be payable for covered claims under the insurance policies that CLMI subscribed to and under which ACL is an insured are outside ACL's bankruptcy estate is contrary to this Court's determinations in extending the stay to cover CLMI

[9] The *Berley* Proposed Order is incorrect in stating that Resolute made the settlement payment.

and Resolute, over the Asbestos Parties' objections. *See* Memorandum Opinion Granting Recognition (Dkt. No. 141) at 21, n. 8 ("Courts have regularly found that a debtor's insurance coverage is property of the bankruptcy estate. *See MacArthur Co. v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 837 F.2d 89, 92 (2d Cir. 1988); *In re MF Glob. Holdings Ltd.*, 515 B.R. 193, 202 (Bankr. S.D.N.Y. 2014); *In re Diocese of Buffalo, N.Y.*, 626 B.R. 866, 869 (Bankr. W.D.N.Y. 2021)."); *see also, In re SVB Fin. Grp.*, 650 B.R. 790, 798 (Bankr. S.D.N.Y. 2023) ("When an insurance policy only provides direct coverage to a debtor, courts generally rule that the proceeds are property of the estate."); 11 U.S.C. § 1528 (providing that chapter 15 cases may affect "assets of the debtor that are within the territorial jurisdiction of the United States and . . . within the jurisdiction of the court under sectio[n] 541(a)"). The *Berley* Proposed Order asserts that distribution of the funds Plaintiff's counsel is holding in trust will not result in a diminution of the bankruptcy estate, and therefore the Bankruptcy Stay does not apply. But this presupposes that the funds belong to Plaintiff's counsel. The *Berley* Proposed Order explains that Plaintiff reached a settlement with ACL on July 29, 2024, and signed a "valid and enforceable release" on October 1, 2024, implying that the settlement was fully completed before the CCAA Proceeding was initiated. Ex. D at 3. However, CLMI were not notified of this settlement until April 1, 2025, at which time they promptly identified that a standard confidentiality provision was missing from the release and asked for the release to be revised. Maune Raichle made the requested revisions. At the time the CCAA Proceeding was initiated on May 6, 2025, a revised signed release had not yet been provided and the Bankruptcy Stay entered by this Court took effect prior to its signing, halting any further actions in the *Berley* proceeding.

52. In issuing the Bankruptcy Stay, this Court specifically found that it was necessary to avoid "irreparable injury" to ACL, its creditors and other parties in interest in the CCAA

Proceeding, and that absent such relief, "the efforts of the Debtor, the Canadian Court and the Monitor in conducting the CCAA Proceeding and effecting the proposed restructuring of the Debtor may be thwarted." Such irreparable injury is again at risk here.

53. Moreover, if the stay is not enforced in the *Berley* and *Jenkins* proceedings, it will impact the Debtor's efforts to ensure fair treatment among similarly situated creditors. The proper avenue for resolution of claims creditors have against the Debtor is through the CCAA Proceeding, which was commenced with the goal of consolidating all asbestos-related claims against the Debtor in a single forum to ensure consistent treatment of claimants in the liquidation and payment of their claims. This goal cannot be achieved if a subset of lawsuits against the Debtor are exempted from the Bankruptcy Stay and prioritized above all others, as the South Carolina Court is attempting to do here.

54. Participating in the ongoing South Carolina Court proceedings has diverted resources away from the Debtor, CLMI and Resolute, and their respective advisors, and will continue to do so. In that regard, the South Carolina Court has stated its intent to hold further proceedings to investigate the circumstances surrounding commencement of ACL's bankruptcy proceedings and to order Resolute to appear in the South Carolina Court in such proceedings. *See*, *e.g.*, Ex. C at 69:22-24 ("That will be a question I'm going to ask Ms. King [of Resolute] when I get her up here and we're going to have that little say"); *Id.* at 71:11-13 ("I will commence another hearing on Jenkins, and I will specifically invite Ms. King to attend.").

55. Accordingly, Movants respectfully request that this Court enter an order confirming and enforcing application of the Bankruptcy Stay to the *Berley* and *Jenkins* proceedings and granting any other relief this Court considers appropriate.

NOTICE

56. The Movants will provide notice of this Motion to (a) the Notice Parties, (b) the South Carolina Court; (c) Maune Raichle; and (d) all other counsel that have appeared in the *Berley* or *Jenkins* proceedings (collectively, the "Motion Notice Parties"). Movants submit that no other or further notice is required.

NO PRIOR REQUEST

57. No previous request for the relief requested herein has been made to this or any other court.

WHEREFORE, the Movants respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and granting such further relief that the Court deems just and proper.

Dated: April 24, 2026

Respectfully submitted,

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: */s/ Evan C. Hollander*
Evan C. Hollander
Daniel A. Rubens
David Litterine-Kaufman
Michael Trentin
51 West 52nd Street
New York, New York 10019
Telephone: (212) 506-5145
Facsimile: (212) 506-5151

Counsel for the Petitioner Raymond Chabot, Inc. in its capacity as Foreign Representative

SIMPSON THACHER & BARTLETT LLP

By: */s/ Alan C. Turner*
Alan C. Turner
David R. Zylberberg
Joshua C. Polster
425 Lexington Avenue
New York, NY 10017
Telephone: (212) 455-2000

Attorneys for Certain Underwriters at Lloyd's, London and certain London market insurance companies

Exhibit A: Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 15
Asbestos Corporation Limited,	)	Case No. 25-10934 (MG)
Debtor in a Foreign Proceeding.[1]	)	

ORDER RESTATING AND ENFORCING THE BANKRUPTCY STAY

Upon the *Joint Motion of the Foreign Representative and CLMI for an Order Restating and Enforcing the Stay Provisions of This Court's October 30, 2025 Recognition Order* (the "Motion")[2] filed on behalf of Raymond Chabot Inc. in its capacity as the monitor (the "Monitor") and duly appointed foreign representative ("Foreign Representative") of Asbestos Corporation Limited ("ACL" or the "Debtor"), and Certain Underwriters at Lloyd's, London and certain London market insurance companies ("CLMI," and together with the Foreign Representative, the "Movants");[3] and it appearing that this Court has jurisdiction to consider the Motion pursuant to sections 157 and 1334 of title 28 of the United States Code, and the *Amended Standing Order of Reference* dated January 31, 2012, Reference M-431, *In re Standing Order of Reference Re: Title 11,* 12 Misc. 00032 (S.D.N.Y. Jan. 31, 2012) (Preska, C.J.); and upon consideration of the Motion,

[1] The Debtor in this chapter 15 case, along with its unique identifier, is Asbestos Corporation Limited (Canadian Federal Business Number: 104903273RC0001). The Debtor has a registered and business address in Canada of 840 Boul. Ouellet, Thetford Mines, QC G6G 7A5, Canada.
[2] Capitalized terms not otherwise defined herein shall carry the meanings ascribed to them in the Motion.
[3] Certain London market insurance companies consist of: The Scottish Lion Insurance Company Ltd.; Tenecom Ltd. (as successor to Winterthur Swiss Insurance Company formerly known as Accident & Casualty Insurance Company of Winterthur, Switzerland), Yasuda Fire and Marine Insurance Company (UK) Limited and now known as Tenecom Ltd; The Ocean Marine Insurance Company Limited (as successor to liabilities of Commercial Union Assurance Company Limited, The Edinburgh Assurance Company, The Indemnity Marine Assurance Company Limited, The Northern Assurance Company Limited, The Road Transport & General Insurance Company Limited, United Scottish Insurance Company Limited, and The Victoria Insurance Company Limited); and NRG Victory Reinsurance Limited as successor to liabilities of New London Reinsurance Company Limited.

the King Declaration and the statements of counsel at a hearing before this Court on April __, 2025 (the "Hearing"); and appropriate notice of the Motion and the Hearing having been given, and no other or further notice being necessary or required; and the Court having found good cause for the relief requested in the Motion; it is **HEREBY ORDERED FOUND AND DETERMINED THAT:**

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. The Bankruptcy Stay bars the continuation of any proceedings against the Debtor or any of the Stay Parties (as defined in the Recognition Order), including CLMI and Resolute.

C. Any further activity in the *Berley* or *Jenkins* proceedings, including the issuance or enforcement of any order directing any payment to claimants in connection with those proceedings, or the making of any such payment, is a violation of the Bankruptcy Stay.

D. The insurance assets of the Debtor, to the extent located within the territorial jurisdiction of the United States are subject to the jurisdiction of this Court, and the exclusive control and administration of the Foreign Representative, on behalf of the Debtor. Any action by any person or court to obtain possession of, or to exercise control over such assets, is a violation of the Bankruptcy Stay.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.

2. Movants are hereby authorized and empowered to take any action or perform any act necessary to implement and effectuate the terms of this Order.

3. This Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing.

4. Copies of this order shall be served upon the Motion Notice Parties. After such service, any act by any of the Motion Notice Parties that violates or contravenes this Order shall be deemed to be a willful violation of the Bankruptcy Stay.

5. The rights of all parties-in-interest to move this Court for relief from the Bankruptcy Stay, in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, are preserved.

6. The Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

IT IS SO ORDERED.

Dated: April _, 2026
New York, New York

____
MARTIN GLENN
Chief United States Bankruptcy Judge

Exhibit B: *Berley* Petition for Approval

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	C/A No.: 2023-CP-40-02840
PEGGY B. BERLEY, Individually and as Personal Representative of the Estate of BILLY G. BERLEY, deceased,	)	**PETITION FOR APPROVAL OF WRONGFUL DEATH AND SURVIVAL SETTLEMENTS**
Plaintiff,	)	
v.	)	
AECOM ENERGY & CONSTRUCTION, INC., et al.	)	
Defendants.	)	

The Petitioner, Peggy B. Berley (the "Petitioner"), for herself and as Personal Representative of the Estate of Billy G. Berley, by and through her undersigned counsel, respectfully shows unto the Court the following:

1. That Petitioner is a resident of Newberry County, South Carolina.

2. That Petitioner is the duly appointed Personal Representative of the Estate described above, which was administered in Newberry County, South Carolina.

3. That the above-captioned action was filed against several defendants, alleging an action for wrongful death under S.C. Code Section 15-51-10, et seq. (1976), as amended, and a survival action under the Survival Statute, S.C. Code Section 15-5-90 (1976), as amended. Both causes of action arise out of the death of the Decedent that the Petitioner claims was a result of exposure to asbestos.

4. That Petitioner and Defendant, Asbestos Corporation Limited ("ACL"), have entered into a comprehensive agreement to settle claims for survival and wrongful death. Of this

amount, the Petitioner has allocated 0% to the survival claim and 100% to the wrongful death claim.[1]

5. A copy of the Proposed Settlement Statement and the corresponding Release have been filed under seal pursuant to Rule 41.1, SCRCP.

6. The statutory beneficiaries of the Survival and Wrongful Death claims are Peggy B. Berley, Bruce A. Berley, Michael N. Berley, Phillip G. Berley, John J. Berley, and Laurie Berley-Miller. The beneficiaries have agreed to divide the proceeds as outlined in the attached heir agreement.

7. There are no creditors of the Estate.

8. Petitioner has retained legal counsel, and she has agreed to pay thirty-five percent of any recovery, plus costs, from the settlement proceeds.

9. Petitioner has carefully considered the settlement offer under all of the facts and circumstances and believes that, because of the dispute over liability, the foregoing proposed settlement is reasonable and just under the circumstances; that it is in the best interest of the Estate and the statutory beneficiaries under the Wrongful Death and Survival Statutes; and that the offer should be approved by this Court pursuant to S.C. Code Ann. §§ 15-51-41 and 15-51-42 (1976).

10. That approval of this settlement by this Court is sought pursuant to S.C. Code Ann. § 15-51-42 (1976).

11. For the reasons provided to the Court *in camera*, and because this settlement has only been partially funded, Plaintiff requests that the Court not require Plaintiff to provide a full

---

[1] Asbestos Corporation Ltd. (ACL) resolved this lawsuit on July 29, 2024. Please see the Release and footnote 1 of the Proposed Settlement Statement for an explanation of the settlement and funding.

Subsequent to this settlement, ACL moved for bankruptcy protection in Canada. Plaintiff's counsel exchanged emails with ACL's insurance adjusters/carriers on several occasions, and these communications are attached with the Proposed Settlement Statement and also filed under seal.

and complete dismissal with prejudice to ACL at this time. If and when the settlement is funded in whole, Plaintiff will agree to a dismissal with prejudice.

WHEREFORE, the Petitioner respectfully requests that the Court inquire into the matters alleged herein and determine if the contest of controversy is in good faith and if the proposed settlement is reasonable and just, and if so, order the approval of the settlement.

Respectfully submitted,

MAUNE RAICHLE HARTLEY FRENCH & MUDD LLC

/s/ Joshua D. Cagle
Joshua D. Cagle
P. O. Box 2492
Mount Pleasant, SC 29465
(843) 388-1330
(803) 753-9931 (fax)
jcagle@mrhfmlaw.com
Attorney for Plaintiff

April 2, 2026
Mt. Pleasant, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY) IN THE PROBATE COURT
)
IN THE MATTER OF:) **CERTIFICATE OF APPOINTMENT**
BILLY GENE BERLEY)
(Decedent)) CASE NUMBER: 2023ES3600151-2

This is to certify that

PEGGY BERLY BERLEY

is/are the duly qualified

☒ PERSONAL REPRESENTATIVE
☐ SUCCESSOR PERSONAL REPRESENTATIVE
☐ SPECIAL ADMINISTRATOR

In the above matter and that this appointment, having been executed on the 13th day of April, 2023 is now in full force and effect.

RESTRICTIONS:

Executed this 1st day of May, 2024.

KELLY B. NOBLES, PROBATE JUDGE

Do not accept a copy of this certificate without the raised seal of the Probate Court.

FORM #141ES (1/2014)
62-1-305, 62-3-103

DISTRIBUTION AGREEMENT

The undersigned, Peggy B. Berley, Individually and as Personal Representative for the Estate of Billy G. Berley, having been first duly sworn, states under oath as follows:

1. I am the spouse and Personal Representative for the Estate of Billy G. Berley, deceased.

2. I hereby agree that any net settlement funds and bankruptcy trust payments (currently held and any funds received in the future) for the asbestos related personal injury and wrongful death of Billy G. Berley , including, but not limited to recoveries in that certain lawsuit styled *Peggy B. Berley, Individually and as Personal Representative of the Estate of Billy G. Berley, deceased, Plaintiff, v. AECOM Energy & Construction, Inc.: et al., Defendants,* pending in the Court of Common Pleas, Fifth Judicial Circuit Court of Richland County, South Carolina, Cause No. 2023-CP-40-02840 and any recoveries from claims made against asbestos bankruptcy trusts (collectively, the "Asbestos Claims") are to be allocated as 100% Wrongful Death and 0% Personal Injury.

3. I represent that, to my knowledge, the individuals identified below are the only persons eligible to recover for the wrongful death and personal injury of Billy G. Berley. I hereby agree to the proposed distribution of any net settlement funds and trust payments (currently held and any bankruptcy funds received in the future) from the asbestos claims, as follows:

   ALL NET FUNDS ALLOCATED TO PERSONAL INJURY TO BE DISTRIBUTED AS FOLLOWS:

Peggy B. Berley, as Personal Representative of the Estate of Billy G. Berley:	0% DISTRIBUTION

   WRONGFUL DEATH FUNDS TO BE DISTRIBUTED AS FOLLOWS:

Peggy B. Berley (spouse):	100% DISTRIBUTION
Bruce A. Berley (son):	0% DISTRIBUTION
Michael N. Berley (son):	0% DISTRIBUTION
Phillip G. Berley (son):	0% DISTRIBUTION
John J. Berley (son):	0% DISTRIBUTION
Laurie Berley Miller (daughter):	0% DISTRIBUTION

4. The allocation and distribution percentages set forth herein shall inure to the benefit of and bind the persons identified above. However, the individuals identified above have agreed

PBB
Initials

that if Peggy B. Berley passes, any remaining settlement funds, if any, shall be distributed in equal shares between Bruce A. Berley, Michael N. Berley, Phillip G. Berley, John J. Berley and Laurie Berley Miller.

5. I understand that any settlement funds received for this case will be held in Escrow until the written consent of all heirs to such distribution is received. I also understand that if all heirs do not agree to a distribution in writing, that a separate legal action may be required in order to determine the proper distribution according to the relevant laws/statutes. I understand that MRHFM cannot represent me in this separate action, as they represent the entire Estate, and that I will need to hire outside counsel at my own expense.

6. I have had the chance to hire outside Counsel to review this Agreement.

7. In the event judicial interpretation of this document is necessary I hereby enter my appearance in said cause for all purposes, waive the issuance, service and return of citation upon me, and agree that said case may be taken up and considered by this Court.

8. The state law governing this Distribution Agreement is South Carolina.

9. I hereby ratify the terms and conditions of our contract of representation with MRHFM.

10. I swear that the foregoing is true and correct, and that I have reviewed each paragraph carefully.

I HEREBY SWEAR THAT ANY CHECKS MADE PAYABLE TO ME SHOULD BE MAILED TO:

Address: [redacted]

City, State, Zip: [redacted]

Phone: [redacted]

Email: None

I UNDERSTAND THAT IF MY MAILING ADDRESS SHOULD CHANGE FROM THE ABOVE, I MUST CONTACT MRHFM TO UPDATE MY ADDRESS IN ORDER TO CONTINUE TO RECEIVE ANY CHECKS.

Affiant says nothing further.

Peggy B. Berley

Peggy B. Berley, Individually and as Personal Representative for the Estate of Billy G. Berley

PBB
Initials

STATE OF South Carolina)
) ss.
COUNTY OF Newberry)

On this date, the 25th day of March, 2024, Peggy B. Berley personally appeared before me and acknowledged the above instrument as his or her free and voluntary act for the uses and purposes therein contained.

My Commission Expires
1/29/2025

Mina Elizabeth Brooks Alexander
NOTARY PUBLIC

Initials

DISTRIBUTION AGREEMENT

The undersigned, Laurie Berley Miller, having been first duly sworn, states under oath as follows:

1. I am the daughter of Billy G. Berley, deceased.

2. I hereby agree that any net settlement funds and bankruptcy trust payments (currently held and any funds received in the future) for the asbestos related personal injury and wrongful death of Billy G. Berley , including, but not limited to recoveries in that certain lawsuit styled *Peggy B. Berley, Individually and as Personal Representative of the Estate of Billy G. Berley, deceased, Plaintiff, v. AECOM Energy & Construction, Inc.: et al., Defendants,* pending in the Court of Common Pleas, Fifth Judicial Circuit Court of Richland County, South Carolina, Cause No. 2023-CP-40-02840 and any recoveries from claims made against asbestos bankruptcy trusts (collectively, the "Asbestos Claims") are to be allocated as 100% Wrongful Death and 0% Personal Injury.

3. I represent that, to my knowledge, the individuals identified below are the only persons eligible to recover for the wrongful death and personal injury of Billy G. Berley. I hereby agree to the proposed distribution of any net settlement funds and trust payments (currently held and any bankruptcy funds received in the future) from the asbestos claims, as follows:

   ALL NET FUNDS ALLOCATED TO PERSONAL INJURY TO BE DISTRIBUTED AS FOLLOWS:

Peggy B. Berley, as Personal Representative of the Estate of Billy G. Berley:	0% DISTRIBUTION

   WRONGFUL DEATH FUNDS TO BE DISTRIBUTED AS FOLLOWS:

Peggy B. Berley (spouse):	100% DISTRIBUTION
Bruce A. Berley (son):	0% DISTRIBUTION
Michael N. Berley (son):	0% DISTRIBUTION
Phillip G. Berley (son):	0% DISTRIBUTION
John J. Berley (son):	0% DISTRIBUTION
Laurie Berley Miller (daughter):	0% DISTRIBUTION

4. The allocation and distribution percentages set forth herein shall inure to the benefit of and bind the persons identified above. However, the individuals identified above have agreed

LBM
Initials

that if Peggy B. Berley passes, any remaining settlement funds, if any, shall be distributed in equal shares between Bruce A. Berley, Michael N. Berley, Phillip G. Berley, John J. Berley and Laurie Berley Miller.

5. I understand that any settlement funds received for this case will be held in Escrow until the written consent of all heirs to such distribution is received. I also understand that if all heirs do not agree to a distribution in writing, that a separate legal action may be required in order to determine the proper distribution according to the relevant laws/statutes. I understand that MRHFM cannot represent me in this separate action, as they represent the entire Estate, and that I will need to hire outside counsel at my own expense.

6. I have had the chance to hire outside Counsel to review this Agreement.

7. In the event judicial interpretation of this document is necessary I hereby enter my appearance in said cause for all purposes, waive the issuance, service and return of citation upon me, and agree that said case may be taken up and considered by this Court.

8. The state law governing this Distribution Agreement is South Carolina.

9. I hereby ratify the terms and conditions of our contract of representation with MRHFM.

10. I swear that the foregoing is true and correct, and that I have reviewed each paragraph carefully.

I HEREBY SWEAR THAT ANY CHECKS MADE PAYABLE TO ME SHOULD BE MAILED TO:

Address: [redacted]

City, State, Zip: [redacted]

Phone: [redacted]

Email: [redacted]

I UNDERSTAND THAT IF MY MAILING ADDRESS SHOULD CHANGE FROM THE ABOVE, I MUST CONTACT MRHFM TO UPDATE MY ADDRESS IN ORDER TO CONTINUE TO RECEIVE ANY CHECKS.

Affiant says nothing further.

Laurie Berley Miller

Laurie Berley Miller

LBM

Initials

STATE OF SC)
) ss.
COUNTY OF Anderson)

On this date, the 11 day of April, 2024, Laurie Berley Miller personally appeared before me and acknowledged the above instrument as his or her free and voluntary act for the uses and purposes therein contained.

Joseph M Ch

NOTARY PUBLIC

JOSEPH MATTHEW CHRISTIAN SR.
Notary Public - State of South Carolina
My Commission Expires March 12, 2031

LBM
Initials

DISTRIBUTION AGREEMENT

The undersigned, Phillip G. Berley, having been first duly sworn, states under oath as follows:

1. I am the son of Billy G. Berley, deceased.

2. I hereby agree that any net settlement funds and bankruptcy trust payments (currently held and any funds received in the future) for the asbestos related personal injury and wrongful death of Billy G. Berley , including, but not limited to recoveries in that certain lawsuit styled *Peggy B. Berley, Individually and as Personal Representative of the Estate of Billy G. Berley, deceased, Plaintiff, v. AECOM Energy & Construction, Inc.: et al., Defendants,* pending in the Court of Common Pleas, Fifth Judicial Circuit Court of Richland County, South Carolina, Cause No. 2023-CP-40-02840 and any recoveries from claims made against asbestos bankruptcy trusts (collectively, the "Asbestos Claims") are to be allocated as 100% Wrongful Death and 0% Personal Injury.

3. I represent that, to my knowledge, the individuals identified below are the only persons eligible to recover for the wrongful death and personal injury of Billy G. Berley. I hereby agree to the proposed distribution of any net settlement funds and trust payments (currently held and any bankruptcy funds received in the future) from the asbestos claims, as follows:

   ALL NET FUNDS ALLOCATED TO PERSONAL INJURY TO BE DISTRIBUTED AS FOLLOWS:

Peggy B. Berley, as Personal Representative of the Estate of Billy G. Berley:	0% DISTRIBUTION

   WRONGFUL DEATH FUNDS TO BE DISTRIBUTED AS FOLLOWS:

Peggy B. Berley (spouse):	100% DISTRIBUTION
Bruce A. Berley (son):	0% DISTRIBUTION
Michael N. Berley (son):	0% DISTRIBUTION
Phillip G. Berley (son):	0% DISTRIBUTION
John J. Berley (son):	0% DISTRIBUTION
Laurie Berley Miller (daughter):	0% DISTRIBUTION

4. The allocation and distribution percentages set forth herein shall inure to the benefit of and bind the persons identified above. However, the individuals identified above have agreed that if Peggy B. Berley passes, any remaining settlement funds, if any, shall be distributed

PGB
Initials

in equal shares between Bruce A. Berley, Michael N. Berley, Phillip G. Berley, John J. Berley and Laurie Berley Miller.

5. I understand that any settlement funds received for this case will be held in Escrow until the written consent of all heirs to such distribution is received. I also understand that if all heirs do not agree to a distribution in writing, that a separate legal action may be required in order to determine the proper distribution according to the relevant laws/statutes. I understand that MRHFM cannot represent me in this separate action, as they represent the entire Estate, and that I will need to hire outside counsel at my own expense.

6. I have had the chance to hire outside Counsel to review this Agreement.

7. In the event judicial interpretation of this document is necessary I hereby enter my appearance in said cause for all purposes, waive the issuance, service and return of citation upon me, and agree that said case may be taken up and considered by this Court.

8. The state law governing this Distribution Agreement is South Carolina.

9. I hereby ratify the terms and conditions of our contract of representation with MRHFM.

10. I swear that the foregoing is true and correct, and that I have reviewed each paragraph carefully.

I HEREBY SWEAR THAT ANY CHECKS MADE PAYABLE TO ME SHOULD BE MAILED TO:

Address: [redacted]

City, State, Zip: [redacted]

Phone: [redacted]

Email: [redacted]

I UNDERSTAND THAT IF MY MAILING ADDRESS SHOULD CHANGE FROM THE ABOVE, I MUST CONTACT MRHFM TO UPDATE MY ADDRESS IN ORDER TO CONTINUE TO RECEIVE ANY CHECKS.

Affiant says nothing further.

Phillip G. Berley
Phillip G. Berley

PGB
Initials

STATE OF South Carolina)
) ss.
COUNTY OF Aiken)

On this date, the 12th day of April, 2024, Phillip G. Berley personally appeared before me and acknowledged the above instrument as his or her free and voluntary act for the uses and purposes therein contained.

Mary D. McKey
NOTARY PUBLIC
Expires: 01/20/26

PGB
Initials

DISTRIBUTION AGREEMENT

The undersigned, Michael N. Berley, having been first duly sworn, states under oath as follows:

1. I am the son of Billy G. Berley, deceased.

2. I hereby agree that any net settlement funds and bankruptcy trust payments (currently held and any funds received in the future) for the asbestos related personal injury and wrongful death of Billy G. Berley , including, but not limited to recoveries in that certain lawsuit styled *Peggy B. Berley, Individually and as Personal Representative of the Estate of Billy G. Berley, deceased, Plaintiff, v. AECOM Energy & Construction, Inc.: et al., Defendants,* pending in the Court of Common Pleas, Fifth Judicial Circuit Court of Richland County, South Carolina, Cause No. 2023-CP-40-02840 and any recoveries from claims made against asbestos bankruptcy trusts (collectively, the "Asbestos Claims") are to be allocated as 100% Wrongful Death and 0% Personal Injury.

3. I represent that, to my knowledge, the individuals identified below are the only persons eligible to recover for the wrongful death and personal injury of Billy G. Berley. I hereby agree to the proposed distribution of any net settlement funds and trust payments (currently held and any bankruptcy funds received in the future) from the asbestos claims, as follows:

   ALL NET FUNDS ALLOCATED TO PERSONAL INJURY TO BE DISTRIBUTED AS FOLLOWS:

Peggy B. Berley, as Personal Representative of the Estate of Billy G. Berley:	0% DISTRIBUTION

   WRONGFUL DEATH FUNDS TO BE DISTRIBUTED AS FOLLOWS:

Peggy B. Berley (spouse):	100% DISTRIBUTION
Bruce A. Berley (son):	0% DISTRIBUTION
Michael N. Berley (son):	0% DISTRIBUTION
Phillip G. Berley (son):	0% DISTRIBUTION
John J. Berley (son):	0% DISTRIBUTION
Laurie Berley Miller (daughter):	0% DISTRIBUTION

4. The allocation and distribution percentages set forth herein shall inure to the benefit of and bind the persons identified above. However, the individuals identified above have agreed that if Peggy B. Berley passes, any remaining settlement funds, if any, shall be distributed

MNB
Initials

in equal shares between Bruce A. Berley, Michael N. Berley, Phillip G. Berley, John J. Berley and Laurie Berley Miller.

5. I understand that any settlement funds received for this case will be held in Escrow until the written consent of all heirs to such distribution is received. I also understand that if all heirs do not agree to a distribution in writing, that a separate legal action may be required in order to determine the proper distribution according to the relevant laws/statutes. I understand that MRHFM cannot represent me in this separate action, as they represent the entire Estate, and that I will need to hire outside counsel at my own expense.

6. I have had the chance to hire outside Counsel to review this Agreement.

7. In the event judicial interpretation of this document is necessary I hereby enter my appearance in said cause for all purposes, waive the issuance, service and return of citation upon me, and agree that said case may be taken up and considered by this Court.

8. The state law governing this Distribution Agreement is South Carolina.

9. I hereby ratify the terms and conditions of our contract of representation with MRHFM.

10. I swear that the foregoing is true and correct, and that I have reviewed each paragraph carefully.

I HEREBY SWEAR THAT ANY CHECKS MADE PAYABLE TO ME SHOULD BE MAILED TO:

Address: [redacted]

City, State, Zip: [redacted]

Phone: [redacted]

Email: [redacted]

I UNDERSTAND THAT IF MY MAILING ADDRESS SHOULD CHANGE FROM THE ABOVE, I MUST CONTACT MRHFM TO UPDATE MY ADDRESS IN ORDER TO CONTINUE TO RECEIVE ANY CHECKS.

Affiant says nothing further.

Michael N. Berley

Initials

STATE OF North Carolina)
) ss.
COUNTY OF Burke)

On this date, the 25 day of March, 2024, Michael N. Berley personally appeared before me and acknowledged the above instrument as his or her free and voluntary act for the uses and purposes therein contained.

JACQUELINE CAIN
NOTARY
PUBLIC
BURKE COUNTY, NC

Jacqueline Cain

NOTARY PUBLIC

Initials

DISTRIBUTION AGREEMENT

The undersigned, John J. Berley, having been first duly sworn, states under oath as follows:

1. I am the son of Billy G. Berley, deceased.

2. I hereby agree that any net settlement funds and bankruptcy trust payments (currently held and any funds received in the future) for the asbestos related personal injury and wrongful death of Billy G. Berley , including, but not limited to recoveries in that certain lawsuit styled *Peggy B. Berley, Individually and as Personal Representative of the Estate of Billy G. Berley, deceased, Plaintiff, v. AECOM Energy & Construction, Inc.: et al., Defendants,* pending in the Court of Common Pleas, Fifth Judicial Circuit Court of Richland County, South Carolina, Cause No. 2023-CP-40-02840 and any recoveries from claims made against asbestos bankruptcy trusts (collectively, the "Asbestos Claims") are to be allocated as 100% Wrongful Death and 0% Personal Injury.

3. I represent that, to my knowledge, the individuals identified below are the only persons eligible to recover for the wrongful death and personal injury of Billy G. Berley. I hereby agree to the proposed distribution of any net settlement funds and trust payments (currently held and any bankruptcy funds received in the future) from the asbestos claims, as follows:

   ALL NET FUNDS ALLOCATED TO PERSONAL INJURY TO BE DISTRIBUTED AS FOLLOWS:

Peggy B. Berley, as Personal Representative of the Estate of Billy G. Berley:	0% DISTRIBUTION

   WRONGFUL DEATH FUNDS TO BE DISTRIBUTED AS FOLLOWS:

Peggy B. Berley (spouse):	100% DISTRIBUTION
Bruce A. Berley (son):	0% DISTRIBUTION
Michael N. Berley (son):	0% DISTRIBUTION
Phillip G. Berley (son):	0% DISTRIBUTION
John J. Berley (son):	0% DISTRIBUTION
Laurie Berley Miller (daughter):	0% DISTRIBUTION

4. The allocation and distribution percentages set forth herein shall inure to the benefit of and bind the persons identified above. However, the individuals identified above have agreed that if Peggy B. Berley passes, any remaining settlement funds, if any, shall be distributed

JJB
Initials

in equal shares between Bruce A. Berley, Michael N. Berley, Phillip G. Berley, John J. Berley and Laurie Berley Miller.

5. I understand that any settlement funds received for this case will be held in Escrow until the written consent of all heirs to such distribution is received. I also understand that if all heirs do not agree to a distribution in writing, that a separate legal action may be required in order to determine the proper distribution according to the relevant laws/statutes. I understand that MRHFM cannot represent me in this separate action, as they represent the entire Estate, and that I will need to hire outside counsel at my own expense.

6. I have had the chance to hire outside Counsel to review this Agreement.

7. In the event judicial interpretation of this document is necessary I hereby enter my appearance in said cause for all purposes, waive the issuance, service and return of citation upon me, and agree that said case may be taken up and considered by this Court.

8. The state law governing this Distribution Agreement is South Carolina.

9. I hereby ratify the terms and conditions of our contract of representation with MRHFM.

10. I swear that the foregoing is true and correct, and that I have reviewed each paragraph carefully.

I HEREBY SWEAR THAT ANY CHECKS MADE PAYABLE TO ME SHOULD BE MAILED TO:

Address: [redacted]

City, State, Zip: [redacted]

Phone: [redacted]

Email: [redacted]

I UNDERSTAND THAT IF MY MAILING ADDRESS SHOULD CHANGE FROM THE ABOVE, I MUST CONTACT MRHFM TO UPDATE MY ADDRESS IN ORDER TO CONTINUE TO RECEIVE ANY CHECKS.

Affiant says nothing further.

John J. Berley

John J. Berley

MARKUS BOWLING
Notary Public - North Carolina
Iredell County
My Commission Expires Mar 27, 2027

JJB
Initials

STATE OF North Carolina)
) ss.
COUNTY OF Catawba)

On this date, the 15 day of April, 2024, John J. Berley personally appeared before me and acknowledged the above instrument as his or her free and voluntary act for the uses and purposes therein contained.

MARKUS BOWLING
Notary Public - North Carolina
Iredell County
My Commission Expires Mar 27, 2027

NOTARY PUBLIC

JJB
Initials

DISTRIBUTION AGREEMENT

The undersigned, Bruce A. Berley, having been first duly sworn, states under oath as follows:

1. I am the son of Billy G. Berley, deceased.

2. I hereby agree that any net settlement funds and bankruptcy trust payments (currently held and any funds received in the future) for the asbestos related personal injury and wrongful death of Billy G. Berley , including, but not limited to recoveries in that certain lawsuit styled *Peggy B. Berley, Individually and as Personal Representative of the Estate of Billy G. Berley, deceased, Plaintiff, v. AECOM Energy & Construction, Inc.: et al., Defendants,* pending in the Court of Common Pleas, Fifth Judicial Circuit Court of Richland County, South Carolina, Cause No. 2023-CP-40-02840 and any recoveries from claims made against asbestos bankruptcy trusts (collectively, the "Asbestos Claims") are to be allocated as 100% Wrongful Death and 0% Personal Injury.

3. I represent that, to my knowledge, the individuals identified below are the only persons eligible to recover for the wrongful death and personal injury of Billy G. Berley. I hereby agree to the proposed distribution of any net settlement funds and trust payments (currently held and any bankruptcy funds received in the future) from the asbestos claims, as follows:

   ALL NET FUNDS ALLOCATED TO PERSONAL INJURY TO BE DISTRIBUTED AS FOLLOWS:

Peggy B. Berley, as Personal Representative of the Estate of Billy G. Berley:	0% DISTRIBUTION

   WRONGFUL DEATH FUNDS TO BE DISTRIBUTED AS FOLLOWS:

Peggy B. Berley (spouse):	100% DISTRIBUTION
Bruce A. Berley (son):	0% DISTRIBUTION
Michael N. Berley (son):	0% DISTRIBUTION
Phillip G. Berley (son):	0% DISTRIBUTION
John J. Berley (son):	0% DISTRIBUTION
Laurie Berley Miller (daughter):	0% DISTRIBUTION

4. The allocation and distribution percentages set forth herein shall inure to the benefit of and bind the persons identified above. However, the individuals identified above have agreed that if Peggy B. Berley passes, any remaining settlement funds, if any, shall be distributed

BAB
Initials

in equal shares between Bruce A. Berley, Michael N. Berley, Phillip G. Berley, John J. Berley and Laurie Berley Miller.

5. I understand that any settlement funds received for this case will be held in Escrow until the written consent of all heirs to such distribution is received. I also understand that if all heirs do not agree to a distribution in writing, that a separate legal action may be required in order to determine the proper distribution according to the relevant laws/statutes. I understand that MRHFM cannot represent me in this separate action, as they represent the entire Estate, and that I will need to hire outside counsel at my own expense.

6. I have had the chance to hire outside Counsel to review this Agreement.

7. In the event judicial interpretation of this document is necessary I hereby enter my appearance in said cause for all purposes, waive the issuance, service and return of citation upon me, and agree that said case may be taken up and considered by this Court.

8. The state law governing this Distribution Agreement is South Carolina.

9. I hereby ratify the terms and conditions of our contract of representation with MRHFM.

10. I swear that the foregoing is true and correct, and that I have reviewed each paragraph carefully.

I HEREBY SWEAR THAT ANY CHECKS MADE PAYABLE TO ME SHOULD BE MAILED TO:

Address: [redacted]

City, State, Zip: [redacted]

Phone: [redacted]

Email: [redacted]

I UNDERSTAND THAT IF MY MAILING ADDRESS SHOULD CHANGE FROM THE ABOVE, I MUST CONTACT MRHFM TO UPDATE MY ADDRESS IN ORDER TO CONTINUE TO RECEIVE ANY CHECKS.

Affiant says nothing further.

Bruce A. Berley

Initials

STATE OF SC)
) ss.
COUNTY OF Greenville)

On this date, the 11th day of April, 2024, Bruce A. Berley personally appeared before me and acknowledged the above instrument as his or her free and voluntary act for the uses and purposes therein contained.

NOTARY PUBLIC

Initials

Exhibit C: April 17, 2026 Hearing Transcript

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS
C.A. NO. 2023-CP-40-02840

PEGGY B. BERLEY, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF BILLY G. BERLEY, DECEASED

PLAINTIFF,

vs.

AECOM ENERGY & CONSTRUCTION, INC., ET AL

DEFENDANTS.

SETTLEMENT HEARING
BEFORE THE HONORABLE JEAN HOEFER TOAL

DATE: APRIL 17, 2026
LOCATION: SOUTH CAROLINA CIRCUIT COURT 5

TRANSCRIBED BY: ALI BEATTY

APPEARANCES:

JOSHUA DREW CAGLE, ESQUIRE
MAUNE RAICHLE HARTLEY FRENCH & MUDD, LLC
300 WEST COLEMAN BLVD., SUITE 200
MOUNT PLEASANT, SC 29464

ATTORNEY FOR THE PLAINTIFF,

WILLIAM PEELE EARLY, ESQUIRE
PIERCE SLOAN KENNEDY & EARLY LLC
321 EAST BAY STREET
CHARLESTON, SC 29401

ATTORNEY FOR THE DEFENDANT ACL,

JESSICA LAFFITTE, ESQUIRE
GALLIVAN WHITE & BOYD PA
1201 MAIN STREET, SUITE 1200
COLUMBIA, SC 29201

ATTORNEY FOR DEFENDANT ACL.

ALSO ATTENDING:

THEODORE MANOS, ESQUIRE
ROBERTSON HOLLINGSWORTH MANOS & RAHN
40 CALHOUN STREET, SUITE 330
CHARLESTON, South Carolina 29401

ATTORNEY FOR CERTAIN LONDON MARKET INSURERS,

PETER M. PROTAPAPAS

AS RECIEVER FOR ACL.

INDEX

EXAMINATIONS

(NONE)

EXHIBITS

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THE COURT: -- received at this time. I want to hear the Berley and Jenkins matter first. I realize that there are some contentions by the Defendant that I particularly refer. Mr. Early's letter to me where they contend that the court doesn't have jurisdiction and -- regarding that Canadian bankruptcy and then New Jersey domestication. Those matters have been moved upon before by me of course as they have by other American courts.

But I will get your position on the record and fully protect you about all that. I supposed to go on first but Mr. Cagle and find out what's going on with this thing subject to objections that we all might be having in this hearing. I understand that and you can do whatever you need to do when I call upon you to preserve those submissions, both you Mr. Early and as well as (indiscernible). But I'm going to go on and call Mr. Cagle and try to be straight about what is going on about the settlements. All right Mr. Cagle, wherever you feel most comfortable because we're going to have you up for a while --

MR. CAGLE: Okay.

THE COURT: -- going through all of this.

MR. CAGLE: I -- I'm fine here if you -- you're fine with me here.

THE COURT: Okay. Now of course before confusing him if I add the (indiscernible) that’s -- all right. I have -- this is the case of Peggy B. Berley, individually and as Personal Representative of the Estate of Billy G. Berley against Aecom A-E-C-O-M, Energy and many others, C.A. number 2023-CP-40-02840.

And additions I am hearing matters pertaining to Jenkins -- Shirley A. Jenkins, as Personal Representative and individually as Personal Representative of the estate of Sam Jennings Jr. against Asbestos Corporation Limited and others. This is 2024-CP-40-04703. All right. Mr. Cagle what I propose first here is let's go through the scenario of what happened first with the Berley and then with the Jenkins and I'd like you to begin -- I'd like you to preface that by telling me at this time what is the financial situation of Ms. Berley.

MR. CAGLE: Good morning your Honor. May it please the court? Ms. Berley is 88 years old. She lives in Newberry. She has been -- she had -- her husband passed away from Mesothelioma and other than --

THE COURT: Speak up a little bit.

MR. CAGLE: Yes ma'am. Other than ACL, her lawsuit has been fully funded. Before I go further, I did want to preface this by saying that I understand, as you noted, there's a bankruptcy in Canada that's been domesticated in New York.

THE COURT: I do not regard that --

MR. CAGLE: Okay.

THE COURT: -- it's entitlement in anyway --

MR. CAGLE: Okay.

THE COURT: -- for these proceedings for several reasons that I'll put on the record but I -- I frankly you know, am not happy that you have been pressured about this or that it's been suggested to you that somehow you are going to be violating something if you proceed with these matters. I do not regard that as a problem for you in any way.

MR. CAGLE: Thank you your Honor.

THE COURT: All right sir. So Ms. Berley, in her eighties and proceeds -- other proceeds of settlement ACL remains outstanding.

MR. CAGLE: That is correct.

THE COURT: All right. How about Ms. Jenkins?

MR. CAGLE: Ms. Jenkins is 66 years old. Her husband was essentially her only source of income, and she has been compensated not in full. We had a series of settlement agreements I intended to present to the court next week. We had some issues with distribution agreements with her children. One was incarcerated. That's since been worked out. My understanding from Mr. Early is that there were no funds from ACL to distribute to Ms. Jenkins. Ms. Jenkins is -- is-- she lives in North Charleston. She lives in some like --

THE COURT: I got it.

MR. CAGLE: -- tough economic situations.

THE COURT: As I understand it, some point during the proceedings and that may still be the case now, Ms. Jenkins was in dire financial --

MR. CAGLE: And -- and -- and --

THE COURT: -- circumstances and was facing some very very difficult issues with the respect to simply basic support. Am I right about that?

MR. CAGLE: And she -- she remains that way your Honor.

THE COURT: All right. Okay first with the Berley the case. Both these cases on my -- preface this by saying, were on my docket, my April docket for the trial blocks that would be tried in April of 2025. Is that not correct?

MR. CAGLE: I -- I believe the Berley -- the Berley docket was before that. Jenkins docket was the April docket, yes ma'am.

THE COURT: Jenkins docket was the April docket and Berley -- Berley was 2024 --

MR. CAGLE: 2024's that case.

THE COURT: All right. But it was on the block in 2025 --

MR. CAGLE: It -- it was -- it was on a trial block.

THE COURT: -- to be -- to -- or on a trial block to be tried.

MR. CAGLE: Yes ma'am.

THE COURT: And as I understand it, the reason they weren't tried is because you reached a settlement for Ms. Berley.

MR. CAGLE: That is correct.

THE COURT: All right. I want to know this to begin with. When you served ACL, who did you serve?

MR. CAGLE: I believe that was served through the receiver if I'm not mistaken.

THE COURT: So it was serve -- served. The receiver was Protapapas correct?

MR. CAGLE: I believe that's correct your Honor.

THE COURT: All right. I don’t know if Mr. -- yeah Mr. Protapapas is here and I want you to listen to what I'm saying that Protapapas, all right, supplement if you can. All right. You served Mr. Protapapas and I would assume that Mr. Protapapas then tendered his pleadings, all right, in some way to ACL upon -- upon insurance -- insurance (indiscernible). Am I right about that? Mr. Protapapas?

MR. PROTAPAPS: Yes your Honor. So --

THE COURT: Who did you tender to?

MR. PROTAPAPAS: I believe we tendered it to -- ACL your Honor has over $2 billion of insurance. There are a lot of carriers, but we did tender it to I believe every single one of them. I don’t have that full list your Honor. I believe that chart is in the -- is in the (indiscernible) record.

THE COURT: Right.

MR. PROTAPAPAS: But what I would say your Honor is that we -- we got it. We tendered it. There has been -- there were at that time there was disagreements between the carriers and (indiscernible) and ACL that we had to kind of do a work through.

THE COURT: But --

MR. PROTAPAPAS: Again --

THE COURT: -- but you tendered to insurance entities, a bunch of them?

MR. PROTAPAPS: Yes your Honor.

THE COURT: Who'd you end up working with?

MR. PROTAPAPAS: Worked with Resolute, which is a third --

THE COURT: Now Resolute is a claims manager for insurance companies, correct?

MR. PROTAPAPAS: That is my understanding.

THE COURT: And who was Resolute managing this claim for?

MR. PROTAPAPAS: I believe it was Lloyd's of London and Lloyd's of London your Honor has many different --

THE COURT: Right. No, right now we've got CMLI I believe is the -- or -- or CLMI whatever it is. That's the one that I see most prominently.

MR. PROTAPAPAS: Yes your Honor.

THE COURT: But you all held with Resolute Claims Management for the insurers, right?

MR. PROTAPAPAS: Yes your Honor. There were two groups that were involved for Lloyd's. One is called the Resolute Lloyd's and the other I call the non-resolute Lloyd's. I know that's not particularly technical way of saying it but Lloyd's -- Resolute Lloyd's was a certain percentage of the participants in the insurance policies and then what they call Mendes Lloyd's or non-resolute Lloyd's had a smaller percentage of the indemnity obligation. One was represented in the litigation by Ms. Richardson and --

THE COURT: Richardson represented one of the non-resolute --

MR. PROTAPAPAS: Yes your Honor she had men -- what we call the Mendes group of Lloyd's. And I'm not saying that's the technical accurate but that's how when -- when they part us we -- we were (indiscernible).

THE COURT: And who -- who represented the Resolute to begin with? Mr. Lay?

MR. PROTAPAPAS: No -- no your Honor. Mr. -- when they -- when -- when the -- or when defense counsel did not hire to defend ACL, I reached out to Gallivan White and Boyd and asked if they could preserve the cases and Ms. Berley's claim --

THE COURT: Resolute refused to appoint a -- a lawyer to represent the Resolute Managed Claims?

MR. PROTAPAPAS: At that time, they did your Honor. That changed during the process between Berley and Jenkins. An agreement was reached to Pierce Berley [*sic*] law firm --

THE COURT: Well I will stay on the front end of it first. You engaged Mr. Lay at Gallivan White and Boyd to represent the interests of the receiver -- as receiver for ACL so that there would be a defense lawyer involved in the matter, right?

MR. PROTAPAPAS: That's right your Honor. I think it's no secret to Mr. Cagle. What we usually insure that the claims that Ms. Berley brought were valid claims. That she could show exposure, that she could show that these -- these things happened and to test the merits of -- of the claim.

THE COURT: Right. Now there came a time when these matters were in mediation right before they were due trial right?

MR. PROTAPAPAS: Yes your Honor and I believe --

THE COURT: And who was involved for Resolute in the mediation?

MR. PROTAPAPAS: Their head person was Melissa King, and I believe Deidra Woodtak (phonetic) was --

THE COURT: Now Ms. King is a lawyer, but she is in house with Resolute?

MR. PROTAPAPAS: Yes your Honor but she's -- she is also a licensed --

THE COURT: She's a licensed South Carolina lawyer, correct?

MR. PROTAPAPAS: Not a licensed South Carolina lawyer but a licensed South Carolina claims initiator or -- it's a department of an insurance designates I believe for adjusters licensing perhaps.

THE COURT: I got you.

MR. PROTAPAPAS: And so if the court recalls, in 2024, in the early part of 2024, we were performing quite regularly on a different number of cases and the -- those cases when they resolved, the court had originally sanctioned folks for not participating in a March 2024 mediation.

THE COURT: Right.

MR. PROTAPAPAS: Coming out of the March 2024 mediation, I went ahead and I believe at that time, I retained Gallivan White and Boyd to ensure that cases didn't fall into default. And then we had -- Berley was the case that came up in the August 2024 time frame. We resolved that I believe outside of mediation --

MR. CAGLE: We did.

MR. PROTAPAPAS: -- within the authority that the carriers had given to resolve the Berley claim.

THE COURT: All right now -- all right stop there. Mr. Cagle you participated in that mediation and the subsequent negotiations for the Berley right?

MR. CAGLE: I did your Honor.

THE COURT: Who did you deal with with respect to all right getting a settlement agreement signed with Resolute as the claims manager for ACL's insurance?

MR. CAGLE: I think at that point it was with Ms. Laffitte.

THE COURT: All right.

MR. CAGLE: At Gallivan White and Boyd.

THE COURT: And what you were doing is by settling the claims you had against ACL correct?

MR. CAGLE: That's correct.

THE COURT: All right. All right and there came a time when the -- the Resolute was headed for your approval settlement papers which they drew, correct?

MR. CAGLE: I'm unaware of who drew up those settlement papers, but Ms. Berley executed a -- a signed release.

THE COURT: They -- they were presented to you. You didn’t draw them?

MR. CAGLE: That's correct.

THE COURT: The Defendants drew them.

MR. CAGLE: That's correct.

THE COURT: All right. And they were presented to you for Ms. Berley's signature, right?

MR. CAGLE: That's correct your Honor.

THE COURT: And her signature released all claims against ACL, did it not?

MR. CAGLE: I believe that's the case your Honor.

THE COURT: All right. And how much was to be paid for that total release?

MR. CAGLE: That total release was $120,000. That was what she was set to receive. The case was --

THE COURT: That was the amount that you agreed to settle the claims against ACL for on her behalf, right?

MR. CAGLE: That is correct. That is the amount that would be paid to Ms. Berley. The gross amount was $152,342 but my understanding from the insurance package at that time is that -- that ACL, the actual Canadian entity, would not participate in paying anything. So we were to receive 120 --

THE COURT: Wait a minute. That's what I don't understand. This business that you can somehow settle but then you say well I don’t have enough insurance to cover this so I'm really only going to -- you settled this case for how much money? 152,000?

MR. CAGLE: We -- the expectation at that time we settled is we would receive $120,000 and I think that's what's in the actual settlement paperwork.

THE COURT: Well what is this 152?

MR. CAGLE: I believe Mr. Protapapas may be better able to explain the --

THE COURT: Mr. Protapapas?

MR. CAGLE: I hope so.

MR. PROTAPAPAS: Yes your Honor. Your Honor there was a -- prior to my appointment as receiver, an agreement had been reached between ACL and it's carrier that due to insolvency or there's something akin to a QSF in Quebec that ACL liquidated insurance policies and created something akin to a Qualified

Settlement Fund that as a result, they had a 18 percent or there about commitment to indemnity. And so ACL would do 18 percent or, and I may be off a percent or two, Mendes Lloyd's would do 12 percent or some percentage, and then Resolute Lloyd's would do the balance. And so to try to have the case settled and allow Resolute and Mendes to maintain their position that ACL had an obligation for 18 percent, when we presented this negotiation, and my recollection of what Mr. Cagle's is the same, is I said to Mr. Cagle, look if we offer you $100, we're going to say in the next sentence, we can only fund $88 at this time because ACL has taken so many positions of nonparticipation. And so when an offer 150 was made, it should have been made with the caveat, we can only fund this amount because the litigation with ACL was so hot and heavy. And so your Honor if you recall --

THE COURT: So what is the settlement agreement say in that regard?

MR. PROTAPAPAS: It should say the settlement is a complete release and it should be for a -- a facial amount of 150 I guess, with a funded amount 120 --

THE COURT: Does the settlement agreement say that?

MR. PROTAPAPAS: I believe it does.

MR. CAGLE: I believe it does your Honor.

THE COURT: All right.

MR. PROTAPAPAS: And -- and the reason why we did it that way your Honor and the way that -- the -- the -- the -- the hurtle we had was at that point ACL was appealing and refusing to participate. We would sanction them and (indiscernible) that sanction for their nonparticipation. The (indiscernible) was then filed shortly after the Berley settlement occurred. And this a very hot and heavy and --

THE COURT: As I understand operationally though, how did that work? Because whatever the split was, the funds were to be paid by Resolute to the Berley's right? On behalf of all these various splits, whatever they were, right?

MR. PROTAPAPAS: All but 12, there's a percent that came from Mends and a percent that came from Lloyd's. The percent from Lloyd's was a much bigger number.

THE COURT: But where would the money again aggregate come from?

MR. PROTAPAPAS: A hundred plus thousand dollars came from Resolute and the remaining 20 or so thousand dollars was to come from Mendes to the IOLTA account. The defense firm would then collapse it into one check to present to --

THE COURT: All right so those splits were done as the money traveled into the trust account of Gallivan White and Boyd, right?

MR. PROTAPAPAS: Yes your Honor.

THE COURT: And then Gallivan White and Boyd had in its -- all right -- all right -- trust account whatever this settlement amount was. And I'm still confused about what Ms. Berley was supposed to get. Can you tell me what --

MR. CAGLE: I -- I can tell you your Honor. She was supposed to get $120,000.

THE COURT: All right so $120,000 at least was put in the Gallivan White and Boyd -- I'm going to ask you some more questions about that and I would imagine that the attorney's fees for the attorneys representing ACL would probably been put in there as well. Am I right about that?

MR. PROTAPAPAS: Your Honor they were not paid by Resolute. Refused to pay Gallivan White and Boyd and as a result, or -- there was -- there was a disagreement on whether they had to pay Gallivan White and Boyd. As a result, a compromise came about where Mr. Early's firm came in and it would pay Mr. Early's firm and that's why there was a switch after Berley. So prior --

THE COURT: So did Gallivan White and Boyd ever get paid anything?

MR. PROTAPAPAS: No your Honor. Or they have an outstanding amount that's quite high.

THE COURT: I see.

MR. PROTAPAPAS: And -- and it's something that we are hopefully going to be able to work through at some point. And the money's --

THE COURT: Whose calling the shots on whether they get paid or not?

MR. PROTAPAPAS: So we had a lawsuit against all the carriers to (indiscernible)do need to defend and on May 5th and May 6th of 2025, with bankruptcy court after -- I -- anything by state so they do need to defend issues, the indemnity issues. I have not acted as receiver since May 6th of 2025, or May 5th, May 6th of 2025 as a result of the --

THE COURT: Is this a result --

MR. PROTAPAPAS: -- the stay.

THE COURT: -- of the Canadian thing?

MR. PROTAPAPAS: When the Canadian bankruptcy was domesticated in the Southern District of New York, the Southern District of New York issued a temporary restraining order against any actions proceeding, and it was expanded to any actions against carriers as well.

THE COURT: Well that's where I'm going with this. These are not assets of ACL. It's just their money. Insurance 101 teaches us that insurance contracts are designated and obligated funds that stand good under a contract that was made many years ago with the insured entity, in this case ACL, to stand good for liabilities that either they admit and settle or liabilities against which a jury verdict is rendered, along with the expenses of defense. These are not general funds that are tied to kind of treatment of a bankruptcy.

That part blows my mind that any funds -- entity, even the state of New York or Canada, where they don't even recognize that you can get any information about these things due to their so called (indiscernible) Act. But I don't care which court says they are having to say about these insurance funds. It's not their place to say that these insurance -- they -- if they got any bankruptcy authority at all, it's over the assets of ACL. And these insurance proceeds are trust assets, impressed with obligations under a contract for defense of actions not general funds available for ACL.

MR. PROTAPAPAS: Yes your Honor. And when they -- one of the things that track your Honor is the Quebec bankruptcy court is different, there -- there version of bankruptcy court is different than a US one. The order for the bankruptcy court in Quebec expanded what traditionally happens in the United States which is you don't stay action against carriers from those bankruptcies in the United States. Apparently that's not the case in Canada, so that very broad stay --

THE COURT: What authority does Canada have to decide what happens in an American court? I would love to know that but a trust assets that stand good for obligations of a South Carolina court.

MR. PROTAPAPAS: It -- it -- well it got -- it was filed for recognition in New York.

THE COURT: It wasn't recognized in New York, was it?

MR. PROTAPAPAS: It was your Honor. It was set for -- a temporary restraining order was issued. A hearing was initially set. After --

THE COURT: And how did it become expanded? That's the part that really bothers me terribly, all right because Cagle's not told a darn thing about any of this. He settles for a claim and then somebody has the temerity to try to interfere with the stability of those funds by subjecting them to a bankruptcy in New York that has no authority whatsoever over trust insurance carrier funds standing good for obligations that have been agreed to and signed by both parties in South Carolina.

MR. PROTAPAPAS: Well and your Honor on that, two -- two points. To expand the funding of the $120,000 expectation that Ms. Berley expected, 100 of that was going to come from the Resolute Lloyd's.

THE COURT: It shouldn't make a bit of difference. She -- she doesn't have to go through all that part. It should not make any difference to her whatsoever. From Mr. Cagle's standpoint, she's agreed to accept $120,000 for whatever reason. That's what she's supposed to get. She's not supposed to sort through how the -- they get the money from their various sorts. Resolute is supposed to pay her.

MR. PROTAPAPAS: Yes your Honor and -- and what I'll say the reason why 120 was not transmitted to Mr. Cagle last year is because we did not have 120 into the escrow account. We only had one of the two payments and so that payment was transmitted to -- to Mr. Cagle's escrow.

THE COURT: Well how much is Mr. Cagle got in his escrow account and how much --

MR. CAGLE: Now we have --

THE COURT: (indiscernible)

MR. CAGLE: -- $108,646.59.

THE COURT: And tell me, you've already reduced the amount that you originally said you were going to settle for, which was 152,000 for all this fund -- financial dealings as Mr. Protapapas has explained. Okay why are you only getting $108,000?

MR. CAGLE: My understanding from Ms. Richardson is that her carrier is -- is -- is under this bankruptcy stay and is not authorized to send the remaining $11,000.

THE COURT: Well I don’t understand how that works. Since this is settlement was done a long time before any bankruptcy was done of any kind.

MR. CAGLE: It was.

THE COURT: This was a settled obligation in a court of law, and it induced me to take it off of my trial docket and not try the case.

MR. CAGLE: Yes ma'am. And I -- I perhaps --

THE COURT: And it apparently was not something you were told anything about that would be any different other than that you'd get your money.

MR. CAGLE: I was not told --

THE COURT: And Ms. Berley to sign that release.

MR. CAGLE: That is correct your Honor. I was not told anything differently. I've -- I've dealt with Mr. Early and Ms. Laffitte and Mr. Protapapas for -- for years now and had no inkling whatsoever that this was still going to be an issue in 2026.

THE COURT: Now flash on forward here Mr. Cagle. All right you keep writing emails, you obviously have a good ticker system in your offices, so every what --

MR. CAGLE: Yes ma'am.

THE COURT: -- frequently you contact the team for Resolute and ask where is my money?

MR. CAGLE: That's correct.

THE COURT: Is that correct?

MR. CAGLE: That is correct.

THE COURT: And does she answer you?

MR. CAGLE: Judge, I put everything in this -- in this big binder I've submitted to the court.

THE COURT: Yes sir I've read all of it this morning again.

MR. CAGLE: I had a very difficult time getting an answer from Ms. King to put it -- to put it lightly. And this was after -- so if we go back, ACL files for bankruptcy in Canada

May 6th which was ten days after my office and myself mediated the Jenkins case with Mr. Early. Ten days later, on May 6th, they filed for bankruptcy. Of course --

THE COURT: When did you learn about that?

MR. CAGLE: I learned about that I believe in a call with Mr. Early who says I -- I caught wind that -- that ACL filed for bankruptcy and I -- I'm not sure where that leaves us. And so I emailed Ms. King and Ms. Richardson and -- and my understanding at this point is Mr. Early's hands are tied with the bankruptcy, so I asked the carriers directly. Hey, where does this leave us with these -- with these two settlements? Ms. Berley's case had been resolved a year ago. Where -- where does this leave us? Ms. Jenkin's case was resolved ten days ago. Are they carriers going to honor this? And I was told, you know, it's all in here. We're going to try to get them funded. We're going to ask the Monitor, and it dragged on throughout the entire summer until August of 2025 when I get an email -- finally get an email from Ms. King saying we're -- we're actually not going to pay this money in the Jenkins case, nor in the Berley case.

THE COURT: Before we get there --

MR. CAGLE: Yes ma'am.

THE COURT: -- let me ask you this. All right you had signed a settlement agreement way long ago for Ms. Berley.

MR. CAGLE: I did.

THE COURT: There came a point in time apparently when you were induced by them to get her to sign another release. Tell me about that.

MR. CAGLE: So my understanding when the transition in defense counsel had taken place, Mr. Early reached out, said hey there's been a mix up in the release. Do you have any issue signing a new release? And I said you know, I've known Mr. Early. I've worked with him for a decade plus. I said that -- that's not a problem at all. We'll be happy to do it if it -- if it gets this -- this settlement funded.

THE COURT: So what was the -- what -- what was the change that was made?

MR. CAGLE: I think there was a confidentiality provision inserted that had not been in there prior.

THE COURT: At that time, were you told anything about any bankruptcy or anything that was refuted or interfere with your ability to get the money that you had signed -- that you had had your client sign the release for?

MR. CAGLE: I was not.

THE COURT: So when did that occur?

MR. CAGLE: I think that occurred in April of 2025 shortly before we mediated the Jenkins case.

THE COURT: Right. Okay. So you signed a new release?

MR. CAGLE: Ms. Berley signed a new release then. Ms. Berley -- (indiscernible).

THE COURT: Ms. Berley signed a new release.

MR. CAGLE: Correct.

THE COURT: And then the Jenkins case was up for trial for April of 2025, correct?

MR. CAGLE: That is correct and we had the motion to strike ACLs pleadings, and we mediated the case in the interim before that motion was heard.

THE COURT: And so you mediated that and how much did you settle the Jenkins case for?

MR. CAGLE: With that one, Ms. Jenkins was going to receive $600,000.58.

THE COURT: And where was that money to come from?

MR. CAGLE: My understanding and -- and Mr. Protapapas can correct me if I'm wrong, was that it was the same split as before with majority coming from Resolute and the smaller percentage coming from Ms. Richardson's carrier.

THE COURT: But that -- that was -- that total amount wasn't cut by any division of --

MR. CAGLE: It -- it -- it was your Honor. The total gross amount, same as we did with the Berley case, the total gross amount was $791,000.

THE COURT: All right.

MR. CAGLE: And we were to receive $600,000.58.

THE COURT: All right. Now somewhere in this mélange after you made that settlement agreement with Jenkins, Gallivan

White and Boyd transferred to your trust account the $108,000, right?

MR. CAGLE: That was on -- that was -- let me -- let me back up a minute. My understanding is Resolute transmitted that money to Gallivan White and Boyd on May 30th. We received that money from Gallivan White and Boyd --

THE COURT: When did you say they transmitted it to Gallivan White and Boyd?

MR. CAGLE: May 30th, 2025. And I'm sure Ms. Laffitte can correct me on that if I'm wrong. But my understanding it was May 30th, 2025, which is about three and a half weeks after they originally filed for bankruptcy.

THE COURT: And then when did you receive it in your trust account?

MR. CAGLE: It was in November of 2025. And -- and at that time, as -- as my email stated, I immediately reached out to Ms. King and said this is a wrongful death. I need to have court approval. I assume Resolute had funded the case. Am I going to receive the rest because of course I want to provide accurate information. The release says $120,000. I only have $108,000. Where does that leave us?

THE COURT: And you sent several inquiries about that and didn’t receive any answer is that, as I recall?

MR. CAGLE: The initial inquiry I sent to Ms. King, I received a -- a terse response of I'm not sure why you received this. I'm looking int it. And that was in January. I reached out again, gave her time to look into it. Reached out again in March and then said if I don’t hear something, I'm going to have to ask the court for guidance because I'm sitting -- this money's sitting in my trust account. I don't want it sitting forever. I received no response and at that point, we filed the petition that -- that's got us here today.

THE COURT: And what happened after that?

MR. CAGLE: Then I received a -- an email from Ms. King stating that the money was erroneously returned -- erroneously paid --

THE COURT: The money was what?

MR. CAGLE: The money was paid in error, and it should be returned. And that's when I involved the court. I added you on all the correspondence with Ms. King and --

THE COURT: And -- and -- and --

MR. CAGLE: -- (indiscernible) one way or another.

THE COURT: -- what's the nature of the error that was made?

MR. CAGLE: I -- I don’t believe I have an explanation on that. Perhaps Mr. Manos or Mr. Early --

THE COURT: I'm going to ask. Don't think I won't. I just want to know whether you received any --

MR. CAGLE: Only information I had was that there was a bankruptcy stay and the money was made in error. And I provided those emails to --

THE COURT: So were you told -- you were told that you had to take it out of your trust account --

MR. CAGLE: I don't believe --

THE COURT: -- and give it back to them?

MR. CAGLE: I was told -- I think the -- the words that were used was return it. I don’t know where to return it, you know, whether it's Gallivan White and Boyd or CLMI or Resolute. I would have no clue how to fashion that.

THE COURT: All right. All right. Now let's go to Jenkins.

MR. CAGLE: Yes ma'am.

THE COURT: Okay you settled Jenkins for 600,000 plus dollars.

MR. CAGLE: Correct.

THE COURT: What was your expectation as to when you would receive those funds?

MR. CAGLE: Well my expectation was that I would receive them within 30 or 60 days as -- as is tradition.

THE COURT: After you signed a release and sent it to Resolute right?

MR. CAGLE: That is correct.

THE COURT: Who did you deal with in making that $600,000 settlement?

MR. CAGLE: That was Mr. Early at mediation.

THE COURT: And was any mention made at that time by anybody that there would be any problem with receiving the funds?

MR. CAGLE: No there was not.

THE COURT: The settlement?

MR. CAGLE: Of course not.

THE COURT: All right. And so Ms. Jenkins fully released ACL, right?

MR. CAGLE: She -- there was a signed release agreement that -- that we provided. Full release.

THE COURT: All right. And that's where the matter stands now?

MR. CAGLE: That's where the matter stands right now. My understanding as that that money is presumed still held with Resolute. Or -- or somewhere.

THE COURT: Do you know -- do -- do you know whether the money is held by Resolute or is it in anyway been put in Mr. Early's trust account? Do you know anything about that?

MR. CAGLE: I don't believe so, but he would be the better person to ask about that.

THE COURT: I -- I'm going to ask him. I'm going to ask him.

MR. CAGLE: My understanding is there is no money in his trust account to distribute.

THE COURT: All right. And do -- do you have any understanding about whose calling the shots about that that you are induced to have Ms. Jenkins to sign a full release and yet you're not getting the money? Whose making that decision?

MR. CAGLE: I can fathom a guess, but I don’t have a smoking guns by any means. My understanding was -- was that would be Resolute.

THE COURT: Then Resolute is the one that is refusing to pay money, right?

MR. CAGLE: That would be my understanding.

THE COURT: All right.

MR. CAGLE: They -- they had the lion's share of the -- the coverage.

THE COURT: All right sir. Now, what are you asking the court to do today?

MR. CAGLE: I'm asking for guidance on what we do with this money and how to move forward?

THE COURT: I tell you, I don’t have any doubt about what we're going to do with the money you've already got. All right. All right. It's also a question of what we going to do about the money that has not been paid to you yet, although your client signed a full release. So we'll get to that and see what Resolute and Mr. Early say about that.

MR. CAGLE: As I put in my papers your Honor, I never intended to violate a bankruptcy stay. All I asked for was what should I do with this money?

THE COURT: You are not in -- at fault in any way about it --

MR. CAGLE: Thank you your Honor.

THE COURT: -- and neither are these lawyers for the Defendant but I'm telling you the decisions that are being made by these insurance companies are going to be scrutinized by me.

MR. CAGLE: And -- and I did want to make one additional point. In the -- the latter part of my letter, I -- I -- I do find it to be interesting timing. I don't have a smoking gun by any means. I do think the timing is interesting to file for bankruptcy ten days after mediating this case and agreeing to pay the $600,000.

THE COURT: And were you -- were you told anything about the possibility of bankruptcy at the time that you mediated and settled this case?

MR. CAGLE: Of course not.

THE COURT: Were you told anything about it later on when you got Ms. Jenkins signature and Ms. Berley's signature?

MR. CAGLE: Now on the original release with Ms. Berley, no because at that point there was no bankruptcy.

THE COURT: Right.

MR. CAGLE: With the subsequent release with Ms. Berley, I think they may had already filed for bankruptcy at that point.

THE COURT: Did you know that?

MR. CAGLE: Did I know that at that point? I did from --

from Mr. Early.

THE COURT: And never the less they prepared a release of you on the string of the agreement that they were paying the money, right?

MR. CAGLE: We got a release, we signed them, we returned them to defense counsel as we --

THE COURT: And the expectation was you would then get the $600,000?

MR. CAGLE: Well it was and that expectation was also set by Ms. King and Ms. Richardson at Resolute, or Ms. King at Resolute and Ms. Richardson for her carrier, that they were going to do all they could to make sure that these settlements were honored.

THE COURT: Right. Okay.

MR. CAGLE: I'm not a bankruptcy expert by any means but that was the conversations we had as -- as outlined in my -- my emails.

THE COURT: I am going to turn first to Mr. Early. Mr. Early, all right. All right I don't know how much your involved in Berley as opposed to Jenkins --

MR. EARLY: (indiscernible) is that all right?

THE COURT: Yes sir. I assume you're involved in each of them.

MR. EARLY: Well Judge first of all I don’t have anything to contradict anything Mr. Cagle just said. I was retained in

Berley I think I actually took over in January of '25. It was settled way prior to my time. Jessie, my college Jessie settled it with Josh so I kind of let them handle the Berley -- remaining Berley release and settlement. I will tell the court that Mr. Cagle's right. I let him know the morning of May 6th, 2005 [*sic*] that ACL had just filed for bankruptcy, not only in Canada, but the Southern District of New York.

If the court will remember, I met with your Honor with Mr. Protapapas. Mr. Protapapas is the former receiver for ACL. He says he stayed by the bankruptcy court. I think it is but -- so Mr. Protapapas and I, he called me that morning. I was actually speaking at a seminar that afternoon on this issue, so I have a very vivid memory of him calling me and me calling Josh saying Josh I know we just settled this case a couple weeks ago. They filed for bankruptcy this morning.

Of course Josh is asking me, and I don’t know what that means. I then have to ask Resolute what that means. So I will tell the court as an officer of this court, I've been in front of you a lot of times Judge, I didn't know until the morning of May 6th, 2025, that that bankruptcy filing was going to be made. So I just participated in mediation with Josh some two weeks earlier.

THE COURT: Well -- all right let me -- all right. All right. All right. Put upon the record right now Mr. Early, all right, you are the person who enjoys my complete trust and confidence. All right. I have no question about anything you recite to me on -- about this matter. I know it's going to be accurate, and I know it's going to be the truth as best you know it.

MR. EARLY: Well thank you your Honor.

THE COURT: Please -- all right -- understand, I'm not here to question the lawyers involved but I am absolutely astounded that a legitimate claims management company and legitimate insurance company whose done business in this state for many many years would trifle with settlements in the way that they have trifled and I will get to the bottom of that and I'm going to do something about it.

MR. EARLY: I understand your Honor. But -- so as far as Berley goes, I think Ms. Laffitte can probably speak on that more. The one -- her trust account, the Josh's. I will tell you we never received any money for the Jenkins settlement. We negotiated hard at Tom Wills' office. You know Mr. Wills. Me and Mr. Protapapas were there. Ms. Richardson, I can't remember if she was live, but I know Ms. King was via Zoom. And of course Josh and I were at Tom's office. So that was the correct number that was to be paid to Ms. Jenkins. 600 -- whatever number Josh gave you is right. Little bit over $600,000 which should have come from Resolute and Beth Richardson's piece.

THE COURT: And as you participated in the mediation of this matter and settlement negotiations of this matter, all right, did you have any expectation other than that the money would be paid for the release?

MR. EARLY: That was the only expectation that I had Judge.

THE COURT: All right.

MR. EARLY: And -- but I have to be careful because I do represent Resolute and I know the courts -- I understand the courts position and also just to save my behind, I submitted a paper with the language that the attorneys for the US attorneys for the chatbot which is a Canadian Monitor, I submitted to the court exactly what they wanted me to tell you and you read that. And I just want to make sure that's part of the record.

THE COURT: It -- it -- it will be and I would invite you to -- well I have it because you sent it to me.

MR. EARLY: And make it -- can we make it a court Exhibit?

(Defendants Exhibit 2 introduced.)

THE COURT: Yes. (indiscernible) courts -- courts exhibit. Can you get -- I don’t want to give up the only copy I've got but --

MR. EARLY: I will -- I will get you -- get it paper form and get it to the court reporter.

THE COURT: Very good.

MR. EARLY: Thank you your Honor.

THE COURT: (indiscernible) one and just so she's got something in her hand right now. Just get another one back to me. Mr. Early (indiscernible).

MR. EARLY: If I could just approach?

MR. CAGLE: Your Honor can I make this -- either file it publicly or make it court's Exhibit number 2?

(Plaintiff's Exhibit 1 introduced.)

MR. CAGLE: Everything that's in that binder. Just like to protect myself.

THE COURT: All right yes sir. I -- I -- I -- why don't we say everything that's in your binder is courts Exhibit 1 and then madame court reporter, Mr. Early's material will be courts Exhibit number 2. Why don't you bring that binder --

MR. CAGLE: I've got a copy --

THE COURT: -- and we'll mark that right now. And then take this to her as well so she can mark this as courts Exhibit 2.

(Plaintiff's Exhibit 1 entered into evidence.)

(Defendant's Exhibit 2 entered into evidence.)

MR. EARLY: Thank you Judge.

THE COURT: Here snap that together in some kind of way sir.

MR. EARLY: And Judge I -- you know I -- the emails that you -- you asked for emails and correspondences. Josh had provided it -- sorry I'll wait on you. My bad. Just let me know when you're ready, I'm fine. And this was more for housekeeping, but I just wanted to also put on the record, you had asked us for all emails, correspondences between the parties. Mr. Cagle provided me what he was going to submit to the court. I know the court doesn't like a lot of papers and filings so --

THE COURT: Right that is (indiscernible)

MR. EARLY: I've been -- I've been in front of your Honor long enough to know that his is good enough for mine.

THE COURT: All right. One of the things, all right, that I want to be sure I understand, all right, is when these negotiations were happening, and settlements were made, all right, your anticipation was that these funds would flow into Mr. Cagle's trust account from Resolute and from non-Resolute? Those two sources, right?

MR. EARLY: Somewhat your Honor. My -- my expectation was that I would get a check from Resolute and a check from Ms. Richardson's side sent to my trust account. I would then do that and -- and I would submit that to Mr. Cagle's trust account.

THE COURT: As -- as Gallivan White and Boyd have done with funds it received?

MR. EARLY: We do it all the time.

THE COURT: Right.

MR. EARLY: Ms. Laffitte's firm does it. I do it. We do it all the time.

THE COURT: And all right -- all right. So you settled it? And then you don't receive any funds?

MR. EARLY: I settle it and the next thing I get's a phone call from Mr. Protapapas telling me that they filed for bankruptcy and I don’t ever receive any funds. That's correct.

THE COURT: And do you ever receive any kind of contact with the entity that would have sent the funds to you direct or other than what Mr. Protapapas told you?

MR. EARLY: I want to be careful because I believe that there were some communications between me and Mr. Protapapas maybe who was my client, so I want to be careful what I say. I don’t think there was any communications about payment with Resolute, but I would -- I need to go back and check on that. I don’t want to -- I don’t want to say something that's not true but the next -- the real substitive [*sic*] thing was the bankruptcy had stayed and I got a copy of everything that was filed in Canada and the southern district of New York. Came -- landed on my desk in paper form. So at that point, I told Mr. Cagle, you know, I told Ms. McVey and her firm that -- that you know, the -- everything stayed as far as I was concerned.

THE COURT: Do you -- do -- as you all went into negotiations about this, you obviously communicated with Resolute about the amount of settlement and what you could do, correct?

MR. EARLY: Yes ma'am. The timing of settlement I believe it's usually 60 or 90 days after the release all that stuff.

THE COURT: Was there any discussion had between you and Resolute or between you and ACL or any representative of ACL about the potential if they were to file this bankruptcy?

MR. EARLY: That I can say unequivocally there was not your Honor.

THE COURT: All right. So there's nothing for you by way of information that would have -- made you able to, as the local counsel, to tell Mr. Cagle about that, correct?

MR. EARLY: That's correct your Honor. I found out from Mr. Protapapas on that morning. My first call -- again I was speaking at a seminar that day on this issue, the receiverships issue. I called Mr. Cagle immediately because I -- I knew that we had just had this mediation and I wanted him to know.

THE COURT: All right sir. Anything else you'd like to put on the record?

MR. EARLY: Not at this time your Honor.

THE COURT: All right sir.

MR. EARLY: Thank you.

THE COURT: Ms. King.

MR. EARLY: Ms. Laffitte.

MS. LAFFITTE: Ms. Laffitte.

THE COURT: I mean Ms. Laffitte. Is Ms. King here by the way?

MR. EARLY: She is not your Honor. I spoke with her on the phone. She told me Mr. Manos was (indiscernible).

THE COURT: I am disappointed in that.

ATTORNEY: I will -- I'd let Mr. Manos speak to that.

MR. MANOS: Your Honor I'm here to represent CLMI. Ms. King is an employee of Resolute Management. I do not represent Resolute Management.

THE COURT: Well who represents Resolute in here?

MR. MANOS: Resolute does not have counsel here is my understanding. But I am appearing to speak on behalf of CLMI and answer any questions you have your Honor.

THE COURT: I just simply tell all of you that I won't conclude these proceedings until reopen and invite Resolute to come here and bring somebody here in that organization. I'm not going to have it be that they blow off coming to this hearing. And I'm disappointed that there not here. Now with that, they are your client so (indiscernible) to tell me what -- what in the world has happened with this thing?

MS. LAFFITTE: Well and your Honor --

THE COURT: (indiscernible) that it's in now?

MS. LAFFITTE: I just want to be clear. We were hired, Gallivan White and Boyd, by Mr. Protapapas as the receiver.

THE COURT: Right.

MS. LAFFITTE: So we never represented Resolute and had --

THE COURT: So there's no body in this court room right now that represented Resolute?

MR. MANOS: Your Honor, there's no one in the court that represents Resolute. You understand whether -- I understand you won't like the position as to what I'm going to say but CLMI is the insurers of ACL. Resolute is simply a third-party administrator. They are not a party. They're an administrator.

THE COURT: All right well I'm going to get you up here to talk about --

MR. MANOS: I'll certainly respond to anything your Honor has but that's why they're not here because they're not the ones that are paying the money or the ones that are --

THE COURT: Yes but --

MR. MANOS: -- certified --

THE COURT: -- if I --

MR. MANOS: I understand your Honor.

THE COURT: Let me just tell you. You can't put a claims administrator out there and have them be admitted to a mediation and deal directly with Plaintiff's counsel in the (indiscernible) process that your employee Resolute has done. And then turn around and say but they're not here and I don't have real contact with them. They're just kind of my claims administrator. You're responsible for every thing they did on your behalf.

MR. MANOS: And I understand that your Honor and I'm here to answer all of your questions and I don't think -- we will get there when you ask your questions, but I don't think there's any dispute by the insurance company that these settlements occurred. It's just a matter of -- I think the dispute is whether there is a stay in effect. I understand your Honor does not agree that that impacts it, but the dispute is is that the Southern District of New York has recognized the Canadian stay and stayed this and that's why the money hasn't been paid because it has to go through the claims process of the bankruptcy.

THE COURT: Well one -- one of the things I'm going to want to know about is what was known by Resolute, your company and ACL itself when the settlement was obtained in these two cases, particularly in the Jenkins case? All right because those things don't happen overnight. You can't tell me for one minute that something was not known by somebody in this outfit at the time that this release was procured, a complete and total release was procured from Ms. Jenkins and from Ms. Berley. I -- I -- that defies any kind of reason for me to think that nobody knew anybody -- anything about that. And that means that that release was procured through a misrepresentation because the representation that was made is that the $600,000 and the $120,000 would be paid.

MR. MANOS: And your Honor I'm certainly not -- have -- do not have experience in bankruptcy -- very limited but --

THE COURT: This is not that kind of thing (indiscernible).

MR. MANOS: Well what I was going to --

THE COURT: It has to do with representation that your client made to the Plaintiff that they would give them money if they released his insured.

MR. MANOS: Your Honor I understand. What I was going to respond and say is I'm certainly not in the bankruptcy world, but I certainly imagine, as your Honor does and everybody in this room, that a company like ACL with the hundreds if not thousands of cases that go on in the Asbestos world, is making a decision to file for bankruptcy. That what I've seen in my 30 years of practicing, those decisions, there's all sorts of factors going on and up till the last day of filing before it actually happens or doesn't happen, and I wasn't in the room. I wasn't the one making decisions, but I am quite certain and confident to say that these two cases, the Berley and Jenkins, were not the factor as to why ACL ran out and filed for bankruptcy. I can't -- I can't begin to imagine that that's why they did it, but it wasn't my decision.

THE COURT: Well --

MR. MANOS: That -- that would defy logic to me. That it had anything to do with these two, not small cases to the Plaintiffs. I understand they're very important but in the big scheme of things, when a company like ACL is filing for bankruptcy and what were dealing with. I don’t think it had any connection obviously to a case that had been settled a year and a half before or Jenkins.

THE COURT: Well counsel, let me tell you something. They can't procure by fraud and misrepresentation a total and complete release by a Plaintiff even if they think it's just a flea on their back. To these two women, who are in (indiscernible) now, it is a very serious financial matter. And they procured a settlement, I believe, at a time when they knew they were going to declare bankruptcy and not honor the settlement agreement they made. And that's what I'm trying to get to the bottom of.

MR. MANOS: I'll answer whatever I can your Honor.

THE COURT: All right sir. All right.

MS. LAFFITTE: Your Honor again, Jessie Laffitte. Like Mr. Protapapas said, Gallivan White and Boyd, we were retained by him as the receiver to protect ACLs interest. I think it was December of 2023.

THE COURT: And I -- I'll tell you on the front end I have no dilemmas whatsoever about how Gallivan White and Boyd handled itself in this matter. You did just what you were supposed to do. You received trust funds and at a certain point you disbursed those funds.

MS. LAFFITTE: Yes your Honor.

THE COURT: Pursuant to total and complete releases that were transmitted to you on behalf of the insured.

MS. LAFFITTE: Yes your Honor, absolutely. And so I'm happy to answer any questions that you have about the Berley settlement. Like Mr. Early said, I think we began talks in November of them coming in at Resolute's request. They did not want Gallivan to proceed with the representation, but it was January when he was officially substituted in as counsel in all the ACL matters to include Berley. But I did -- I saw it through, you know, had the new release executed at their request. We received the trust funds after the stay as Mr. Cagle said and later that year, we disbursed them.

THE COURT: And you did not regard the stay as being something that would prevent you from taking the trust funds that were put in your account in trust for this very purpose and transmitting them to Plaintiff.

MS. LAFFITTE: No your Honor. Honestly, no one ever informed us directly of the stay. Resolute or no one on its behalf never told us to return the funds. There was no mention of the funds for those periods of months before we disbursed it.

THE COURT: (indiscernible)

MS. LAFFITTE: And we only disbursed it because we were honestly looking at our AR and we had outstanding --

THE COURT: Sure.

MS. LAFFITTE: -- bills that had not been paid.

THE COURT: Well -- all right. All right. Did -- all right. All right. Anybody from Resolute ever communicate to you anything about the stay being something that would prohibit you from taking those trust funds and transmitting them to Plaintiff?

MS. LAFFITTE: Absolutely not. We've had no communication with Resolute. The last communication our office had with Resolute was me sending the collective group to include Mr. Protapapas, our client, Mr. Early, the new counsel, and the carrier group the -- the newly executed release. That's the last we heard from them.

THE COURT: So did you all have anything to do with the newly executed release?

MS. LAFFITTE: I drafted it to insert the confidentiality --

THE COURT: Confidentiality?

MS. LAFFITTE: -- provision at their request. I'd spoke to Mr. Cagle about that. He was fine with that, very accommodating. And I got that to him I think within a week of them requesting that new --

THE COURT: And at the time you got that amended release, did you have any knowledge of any bankruptcy or stay or anything of that nature?

MS. LAFFITTE: No your Honor.

THE COURT: All right did Resolute ever contact you and say hey we made a mistake by putting that money in your trust account?

MS. LAFFITTE: No. Like I said your Honor, the last thing we got -- last communication was me transmitting the newly executed release to them.

THE COURT: Is that something they asked for?

MS. LAFFITTE: They asked for the new -- for the new release with the confidentiality provision.

THE COURT: Who asked you for that? Ms. King?

MS. LAFFITTE: Ms. King.

THE COURT: Why did she say she needed that?

MS. LAFFITTE: She said it was standard with them. That was -- that was -- and I --

THE COURT: It seems very strange to me that so far after the Berley -- the main Berley papers had been signed that she would suddenly come up with -- and a complete release had been given, she would certainly come up and say that wait a minute they got to do something else. Did that strike you as odd?

MS. LAFFITTE: It did your Honor. Maybe not unheard of but it did strike me as odd. But like I said we did work with Mr. Cagle. He was perfectly reasonable and you know, willing -- being willing to do that without any, you know, additional consideration what have you. And he executed it, you know, relatively quickly and still the bankruptcy was in place.

But at the time, no one informed us of the bankruptcy as formal counsel of record, so we were kind of just seeing Berley through given that they wanted the new release. But they sent the funds, as Mr. Cagle said, I think three and a half weeks after that stay. No mention from that time until I -- we disbursed the funds that there was -- that was sent in error or an inadvertently or that they needed to be returned or sat on.

THE COURT: When did the funds actually hit your trust account?

MS. LAFFITTE: I went back and looked your Honor. It was May 30th, 2025.

THE COURT: And when was the release signed?

MS. LAFFITTE: So I think I sent it to Mr. Cagle's office mid-April, and I think his client executed it maybe May 13th?

THE COURT: So --

MS. LAFFITTE: And I think I -- I got it back that May 30th because I think I flipped it directly to the group.

THE COURT: I got you. So you had had the funds transmitted to your account at some point before that?

MS. LAFFITTE: Not until the -- the new updated release --

THE COURT: I see.

MS. LAFFITTE: -- was executed and sent.

THE COURT: And -- and at that point when you got the new release, they then transmitted -- was that Ms. King that sent you the money?

MS. LAFFITTE: So no. Someone from Resolute sent it to our trust account. I was never informed that they were on their way or coming.

THE COURT: All right. It just hit your trust?

MS. LAFFITTE: It just hit our trust account.

THE COURT: Okay.

MS. LAFFITTE: Yes your Honor.

THE COURT: Okay. All right.

MS. LAFFITTE: Thank you your Honor.

THE COURT: Counsel?

MR. MANOS: Yes ma'am. Yes your Honor. Sorry.

THE COURT: That's all right. (indiscernible) one does. Come to the podium and identify yourself and the entity you represent in these proceedings.

MR. MANOS: Yes your Honor. Teddy Manos for Certain London Market Insurers and your Honor I'm happy to identify them by name if you would like me to.

THE COURT: I would.

MR. MANOS: Okay. Certain London Market Insurance Companies are Tenecom Limited, as successor to Winterthur Swiss Insurance Company, formerly known as Accident and Casualty Insurance Company of Winterthur Switzerland and Yasuda Fire and Marine Insurance Company UK Limited, now known as Tenecon Limited; the Ocean Marine Insurance Company, as successor to Liabilities of Commercial Union Assurance Company Limited; the Edinburgh Assurance Company; the Indemnity Marine Insurance Company Limited; the Northern Insurance Company Limited; the

Road Transport and General Insurance Company Limited; United Scottish Insurance Company Limited; and the Victoria Insurance Company Limited. Then NRG Victory Reinsurance Limited as successor to Liabilities of New London Reinsurance Company Limited. And finally the Scottish Lion Insurance Company Limited.

THE COURT: And Mr. Manos, who is your insured?

MR. MANOS: ACL. And your Honor can I comment on the timeline that we've been discussing?

THE COURT: Certainly. And Mr. Manos let me preface this by saying I know you -- know you well. I know your reputation. This is not an attempt to do anything but to disparage your very fine reputation. So please understand this is not about fussing with you.

MR. MANOS: I understand.

THE COURT: I am very very unhappy with these insurers and these claims managers. But I -- that in no way reflects on the honesty and the integrity of which you practice law. So please be sure of my high regard for you.

MR. MANOS: I appreciate that your Honor. And I certainly understand the courts position on all of the issues. From the timeline that I think it's important for your Honor to understand about Berley, and I'll certainly let Mr. Cagle and Mr. Protapapas correct me if I'm wrong about this but I don't believe I am. When that case actually was negotiated and between counsel back in 2024, Resolute as third-party administrator for CLMI was not actually at that mediation. They extended authority. The mediation -- after the mediation, the parties ended up settling but Resolute and its insured, CLMI, weren't actually notified of the settlement until April 1st of 2025. So eight, nine months, whatever it was later, is when CLMI actually first gets informed of the settlement and within 10 days of being informed of the settlement, that's when CLMI through Resolute asked for the confidentiality provision. So that was the first time they were provided notice. So it wasn't as if they were provided a signed release six months earlier, sat on it, didn't do anything with it.

THE COURT: But they were then -- as of April of 2025, they were informed --

MR. MANOS: Yes ma'am.

THE COURT: -- and they procured a complete release with the confidentiality agreement that they wanted.

MR. MANOS: Yes your Honor.

THE COURT: All right.

MR. MANOS: But I just wanted the -- the timing to be clear as to when they actually received it. They said we would like a confidentiality provision in it. Mr. Cagle agreed --

THE COURT: And at that time, what was the status of the bankruptcy?

MR. MANOS: There was no bankruptcy at that time.

THE COURT: When was the bankruptcy?

MR. MANOS: The bankruptcy didn't get filed until May 6th your Honor.

THE COURT: Did CLMI have any idea of the pendency or the potential on the horizon that the -- it's insured would be placed into bankruptcy when these settlement agreements -- modified settlement agreements were obtained?

MR. MANOS: I certainly can't represent to the court if they did or they didn't your Honor. I -- I --

THE COURT: You didn't know?

MR. MANOS: I certainly wouldn't have known.

THE COURT: All right sir.

MR. MANOS: So it was ten days later after -- after they were notified of the settlement that they requested the release be revised to include the standard confidentiality provision. Plaintiffs counsel agreed and the revised release gets sent back by the Plaintiff signed on May 13th which was seven days after bankruptcy had been filed. Resolute, from an administrative process, when the release got signed before from my perspective, what I would think your Honor, told whoever in a company of size, there's been a settlement. Our share's $108,000. Send the money. And the money actually gets sent without Ms. King for Resolute knowing that it gets sent. And there are, as Mr. Early said, I did not reproduce and duplicate all of the emails that Mr. Cagle sent because he produced them all. So it would have just been duplicative, but I do have a comment about a few of them.

THE COURT: Well so the $108,000 came into Gallivan White and Boyd's account or right to Cagle's account?

MR. MANOS: In -- into Gallivan White and Boyd on May 30th.

THE COURT: On May 30th?

MR. MANOS: So --

THE COURT: All right 2025. Bankruptcy was already in place.

MR. MANOS: Yes ma'am.

THE COURT: No body mentioned that that was any kind of impediment to anything and --

MR. MANOS: Nope.

THE COURT: -- it came directly from CLMI to the account --

MR. MANOS: Came -- came from -- came from Resolute on behalf of CLMI --

THE COURT: Right.

MR. MANOS: -- from the administration.

THE COURT: And -- and it came to Resolute from CLMI?

MR. MANOS: Yes ma'am.

THE COURT: All right. All right. At that point, did CLMI know about the bankruptcy?

MR. MANOS: Again, I can't represent who knew what at the bank -- well by May 30th, they would have yes --

THE COURT: Bankruptcy --

MR. MANOS: -- because it was -- it was filed on May 6th.

THE COURT: But they nevertheless sent the money.

MR. MANOS: Correct. And -- and there's no dispute there. The money got sent. The only issue is that from CLMI's standpoint, it shouldn't have been sent after the bankruptcy was filed.

THE COURT: Well but they knew about the bankruptcy and they sent it anyway.

MR. MANOS: I understand. Resolute's administrative arm as the third-party administrator sent it and they sent it in error.

THE COURT: Well CML -- they had -- Resolute got to send it to Gallivan White and Boyd because CLMI had sent it to them, right?

MR. MANOS: Honestly your Honor I don't know how the transaction of the money went if there's funds there but --

THE COURT: There was some impediment that the bankruptcy presented, Resolute knew about that when it sent the money to Gallivan White and Boyd, right?

MR. MANOS: The only way I can answer that your Honor is that prior to the bankruptcy being filed, I'm assuming Ms. King or somebody on her staff knew the case had been settled, directed the money to get sent well before the bankruptcy.

It's in process like any other --

THE COURT: Right.

MR. MANOS: -- large company. It gets sent. She doesn't realize it. The bankruptcy occurs and we don't find out about it. And we'll -- we'll -- we'll see in the emails that I'm going to point out that are in my submission kind of what occurred and the communications between Mr. Cagle and Ms. King.

THE COURT: Right.

MR. MANOS: So we - we fast forward your Honor from the May time frame and in August, August 21st of 2025, Mr. Cagle and Ms. King are sending emails back and forth. And Mr. Cagle's inquiring about the status of the settlement payments and noting the Canadian court issuing the order. And I still think there is some thought between the lawyers that perhaps it will get paid regardless of the bankruptcy and nobody's really sure. And Mrs. King responds back to Mr. Cagle on August 21st of 2025, and says, "Josh, CLMI contacted the Monitor regarding handling of the two settlements. The Monitor has advised these two settlements need to be submitted through the claims process in the CCAA proceedings and can't be paid outside of that process. Here is the link to the website of the Monitor where information is posted about the status of CCAA proceeding and where information about submitting a claim should be posted at the appropriate time." And attaches a link for Mr. Cagle to do that. That was on August 21st of 2025.

At this point, Ms. King for Resolute doesn't know that the money has administratively been sent already to Gallivan White and Boyd and is sitting in their trust account. Mr. Cagle does not know that and those funds, as other counsel has said, actually get sent to Mr. Cagle's firm on November 13th of 2025. And your Honor just so I don't forget, if I can make my letter and the three orders that I attached to it as an exhibit three or four?

(Defendant Exhibit 3 introduced.)

THE COURT: Yes. Mr. Manos I don't know if I got my hands on that (indiscernible). You've got a copy there?

MR. MANOS: Yes your Honor.

THE COURT: Wonderful. If you will make that courts exhibit 3.

(Defendant Exhibit 3 admitted into evidence.)

THE COURT: Thank you sir.

MR. MANOS: Yes your Honor.

THE COURT: Now if I could just stop you for a minute, about this whole business of submitting a claim -- go ahead.

COURT REPORTER: Sorry. Will you hold on just a moment please while I mark this?

THE COURT: Sure. Yes. You tell me when your finished.

COURT REPORTER: I apologize. Thank you.

THE COURT: No you -- no apology necessary. You're the most important person in this room. You're taking good record so. Mr. Manos, how would it ever be that a bankruptcy court would have charge of the administration of already obligated insurance funds paid for settled claims? I don't understand how it would ever be that you'd go through a bankruptcy court when you've already released the insured and you're looking for funds from the insurance company?

MR. MANOS: I can't answer --

THE COURT: Well y'all filed something with the bankruptcy people saying that you wanted to be -- the insurance companies to be put under the bankruptcy. What was that?

MR. MANOS: Well I can't answer the legalities as to --

THE COURT: Well did you or did you not -- did CLM -- didn't CLMI file something with the bankruptcy court --

MR. MANOS: They -- they were --

THE COURT: -- saying that they are -- situations should be included in the bankruptcy?

MR. MANOS: Yes your Honor. They were -- they were a co-applicant but I --

THE COURT: Why?

MR. MANOS: I was not the lawyer for that obviously and --

THE COURT: What was the basis upon which they were made a co-applicant for bankruptcy when what they're handling is not assets of the -- direct assets of the bankrupt but in fact insurance trust funds pursuant to liabilities in an already paid for policy that stand good for settlements that are made?

MR. MANOS: Sure.

MR. PROTAPAPAS: So -- so your Honor I want to make sure we're proceeding and you have an accurate kind of --

THE COURT: Well I want to have some understanding of how in the world it could ever be if it is even legitimate for the insurance companies to try to escape liability for liability policies they have already issued by going to the bankruptcy court and having a bankruptcy court tell them you can't pay out anything because it's got to go through the bankruptcy. How would their funds ever go through the bankruptcy?

MR. MANOS: And I'll let you -- I just -- again clear -- to be clear for the record, it is not CLMI's position that there aren't settlements or that these shouldn't be paid. It's simply their position that the claim should be through the bankruptcy court and paid through the bankruptcy and I'll --

THE COURT: And I want to understand the law that controls that and why in the world that under any set of circumstances could possibly happen. You are not -- your whole mechanism to deal with the payment of claims is dealt with through the court in which the claim is being litigated which is this court right here. And the concept that your money would ever be wrapped up in a bankruptcy in New York is something I can't understand.

MR. MANOS: And -- and the only additional response I can give that to your -- to your Honor is that -- my understanding and I'm not in the wrongful death world either but you have to approve that settlement and until you approve that settlement and the claim then goes through, again nobody is disputing that there is a settlement and principle made. There's a release but because Canada stayed it and the Southern District of New York recognized it, it stayed any continued proceedings which would include your Honor's approval of it through this petition.

THE COURT: What -- what -- do you have any concept of what gives the Canadian and New York courts the authority to stay previously made settlements implementation in this court?

MR. MANOS: No and -- and that's what I certainly can't answer your Honor from a bankruptcy standpoint. If --

THE COURT: Okay.

MR. MANOS: I'll let Mr. Protapapas, if he was going to add something that was going to assist your Honor.

THE COURT: Yes.

MR. PROTAPAPAS: Yes your Honor I wanted to make sure that -- and I misstated something earlier. I said you were affirmed on appeal by ACL but actually we had oral argument in February of 2025 in *Welch* and *Tibbs* which was Atlas Turner, a sister company to ACL, and ACL. ACL goes into bankruptcy May 5th. The Supreme Court rules on *Atlas Turner* but did not rule on *ACL* so I apologize on that.

This -- the Canadian bankruptcy, which I'm not an expert in, but I know is being challenged in -- there are appeals, things going on there and in New York by various plaintiffs groups, claimant groups. But apparently, in Canada, you're allowed as an insurer to file for the bankruptcy of your insured. So this was initiated -- the bankruptcy's initiated by CLMI and so certain underwriters at Lloyd's --

THE COURT: And CLMI is coming to initiate the bankruptcy proceeding for what purpose?

MR. PROTAPAPAS: And I don't have a clear understanding of the Quebec law, but they initiate the Quebec bankruptcy.

THE COURT: Well did -- what -- why do they initiate the bankruptcy when their obligations do not depend on any current assets of ACL, but rather are pursuant to a contract they made years ago where they provide insurance for claims that are either from successfully pursuant to verdict or are settled? And with a complete release by claimant? What does a bankruptcy court have to do -- the bankruptcy court is there to administer assets of the bankrupt. This insurance is not an asset of the bankrupt. It is a pool of money available to settle obligations of the bankrupt. But the bankrupt doesn't have the money in it's hands for any court to mess with. The money is in the hands of the insurance company and why it would -- the only reason it would subject itself to this bankruptcy court is to avoid paying it's claims.

MR. PROTAPAPAS: And -- and your Honor I -- and I'm -- I'm woefully under educated in those bankruptcy laws. What I can say is the court in Quebec and then recognized by New York did include the carriers and their agents I believe --

THE COURT: It didn’t include these carriers to begin with. That was a supplementary claim that came about.

MR. PROTAPAPAS: You're -- you're right your Honor and -- and it came in phases. And so --

THE COURT: And it came well after Ms. Berley had signed a complete release. She was (indiscernible) to sign another one but she signed a complete release well (indiscernible) that took place.

MR. PROTAPAPAS: And so there is a -- I think -- I think the rulings that happened in Quebec and the rulings that happened in New York are now subject of appeals. I'm not directly involved in those appeals your Honor. I think what -- what all of us were worried about was that when we received the southern district of New York bankruptcy order staying and anybody commencing or continuing any suit or proceeding against these stayed parties and on and on and on, we just all kind of stopped. But it was after that the payment got to Gallivan White and Boyd and so it seems to me that payment was made with full knowledge because they're the ones who instituted the bankruptcy to begin with, was done with full knowledge. And the question you know -- what -- what I --

THE COURT: I don’t have any problem with what's going to happen about the money that Gallivan White and Boyd put into

Cagle's account. It's going to be directed to be paid big time.

MR. PROTAPAPAS: And the --

THE COURT: What I've got a huge problem about is not paying Robinsons --

MR. PROTAPAPAS: Jenkins.

THE COURT: Jenkins' money, procured under the same circumstances probably with knowledge at the time that they were going to file the bankruptcy.

MR. PROTAPAPAS: Well and -- and your Honor --

THE COURT: And that -- that's just fraudulent behavior to a person whose in penury. The poor woman is in penury, and these big companies think they can violate her rights when she is in good faith signs with release. Bankruptcy court will have nothing to do. She's released ACL completely. Bankruptcy court has nothing to do with that. Nothing to act upon and yet they're not going to pay her.

MR. PROTAPAPAS: My understanding is that unless the claim is made in Canada, and this is only my understanding from reading everything your Honor. Unless the claim is made, unless Ms. Jenkins makes the claim through the Canadian Monitor, that it would not get paid.

THE COURT: And what controls does the Canadian Monitor have over any of the funds that would be used to pay this claim?

MR. PROTAPAPAS: It's an expansive order in Quebec your Honor and it encompasses these insurance policies. It encompasses everything that was part of my coverage litigation -- the coverage litigation I had initiated as receiver. And so I know it's being challenged, the scope of the bankruptcy is being directly challenged in New York, and I believe also in Canada. But those issues are matriculating through that process.

THE COURT: And in the meantime, what is Ms. Jenkins supposed to do? How is she supposed to get her money? Because they've already apparently turned her down.

MR. PROTAPAPAS: The direct payment was turned down I believe, yes your Honor. The -- the traditional --

THE COURT: So if she files with Canada like she's supposed to do and then they tell her we're not going to pay?

MR. PROTAPAPAS: That could happen your Honor. You're right. It -- it could --

THE COURT: I thought it did happen?

MR. PROTAPAPAS: She has yet to file -- so I -- I think this current status is and -- and I can certainly understand why. Mr. Cagle is reluctant to subject Ms. Jenkins to the jurisdiction of Canada when he has a signed settlement agreement, but I don’t want to --

THE COURT: I don’t blame him. I would be too. There's nothing for the Canadian court to deal with on either Berley or

Jenkins. Those are signed settlements.

MR. CAGLE: We've not submitted any proofs of claim in either Berley or Jenkins at this time.

THE COURT: In the Canadian --

MR. CAGLE: In the Canadian bankruptcy proceedings.

MR. PROTAPAPAS: But I -- I will stress your Honor I mean I -- I -- I understand the scope of it's unusual.

THE COURT: What's going to happen if they do submit anything? Have they paid any claims?

MR. PROTAPAPAS: I don’t believe they have your Honor. I believe there's a lot of fighting going on over how to value claims and I'm sure there are various appeals. I know in the Southern District of New York the major fight is whether or not the bankruptcy should extend to protect the insurance carriers. And that is the issue being briefed and argued in the Southern District of New York.

I believe the -- from the bankruptcy court appeal went to the district court and is now being briefed. I don’t believe the briefing is complete. I believe several lawyers familiar to the court. I believe Mr. Richardson, Ms. Branum and several others are the ones proceeding on behalf of their clients in the Southern District of New York saying that it should not encompass the insurance carriers. I think -- and I apologize I don’t know when -- I don't believe any hearing has been scheduled there. And that -- but that would be what this court pointing to, the insurance carriers and what protection should they be afforded under the bankruptcy I believe is the central issue.

THE COURT: Okay. Explain to me one other piece of this thing. The world is that Resolute has anything to say about any of this.

MR. PROTAPAPAS: Your Honor I'm going to -- I'm -- so in -- back in --

THE COURT: I tell you we're going to -- I'm going to take some action today against this court on record, but I am going to have another proceeding here to question Resolute and they're going to have to come.

MR. PROTAPAPAS: In -- in the world of insurance and reinsurance and risk transfers, it's -- I mean my limited understanding your Honor is that Berkshire Hathaway owns Resolute. That Berkshire Hathaway owns NICO, National Indemnity Company, I believe is it's name. I believe NICO reinsures Lloyd's and has obligations to those Lloyd's. They assign the third-party administrator to be Resolute.

And so there's some kind of arrangement where perhaps this money isn't coming currently from CLMI but it's actually coming from a Resolute related or Berkshire Hathaway related entity. I just don't know that for a fact. I can read the Wall Street Journal articles from ten, fifteen years ago when the transaction between Lloyd's and Berkshire occurred. And I've never talked to anyone from any of the Lloyd's insurance companies.

I've always spoken to Resolute. I will say that traditionally and pipe and boiler and some of our other accounts, it is a seamless you know interaction. ACL was a little different. ACL for whatever reason or because of the nature of the polices perhaps, the amount of money involved, perhaps, ACL's own kind of bizarre -- we had Mr. Brown trying to represent them at various times. We've had various firms try and -- and it was just kind of chaotic. I think that --

THE COURT: What I'm trying to drive at is this, all right. At some point after they decided they weren't going to participate in litigation and so forth, they got insurance. I want to know what they did with the money. Will they have some QSF or will the -- it's just the -- I mean Resolute is simply a claims management. The money comes to it from other places and is then disbursed. So that's what I'm trying to figure out is where are the funds that they obligated themselves to pay when they told their claims manager sign these agreements.

MR. PROTAPAPAS: I do not know. They did not make it to Mr. Early. They did not make it to Gallivan White and Boyd. I mean they -- they -- it never got here.

THE COURT: And yet those are the people you all dealt with, the Resolute people, in the mediation and the settlement negotiation, right?

MR. PROTAPAPAS: Yes your Honor. We were given a measure of authority and Mr. Early, no offense Mr. Cagle, Mr. Early negotiated hard and I won't disclose the full authority we had for that mediation, but we were -- we were within the authority granted. And the hope or expectation was that we were turning kind of a new leaf in the processing of claims and that we would -- we would pay -- it was a legitimate claim. It had merit.

I mean Ms. Jenkins had proven up her case well enough that she was -- we should consider it and that we would continue on. But the bankruptcy, what occurred on May 5th in Canada and then was domesticated or whatever you call it in the United States District Court, bankruptcy court for New York southern district, it brought everything to a screeching stop. And it was after that the payment made its way to Gallivan White and Boyd. And so I think everybody kind of had open eyes perhaps of this money belonged to Ms. Jenkins, but I can't -- I was not part of any of those post-bankruptcy issues. What I did was file a report in the bankruptcy court.

THE COURT: What I'm curious about is this. Jenkins is settled for $600,000. Is there money that was set aside to pay that $600,000 and where is it?

MR. PROTAPAPAS: I do not know your Honor.

MR. EARLY: Judge there was an email that I think Mr. Cagle included in his submissions and I -- it's not privileged because it's between again the bankruptcy filing in both Quebec and the Southern District happened on May 6th, 2025.

THE COURT: Right.

MR. EARLY: One of the emails I think Josh just nodded his head to me, correct me that he submitted but if he didn't, was from -- was on June 12th, 2025. So a month and a week later and this is from Melissa King to Josh. It says, "Josh," and it's talking about both the Berley case and the Jenkins case, "a request is going to be made for the Canadian bankruptcy court for approval to pay both settlements. If the bankruptcy court approves, then payment will be made. Do -- do either of these settlement agreements still need to be finalized?"

MR. CAGLE: That's in tab 27.

MR. EARLY: Okay. So I just -- you were asking Mr. Protapapas about that kind of subject matter, after the bankruptcy, their -- their position and I just read it for -- to the court, what their position, them being CLMI, or Resolute sorry.

THE COURT: Right but is that in your materials?

MR. CAGLE: It is Judge. It's tab 27 page -- bottom portion of page 2. June 12th, at 12:02 p.m.

THE COURT: Okay, great.

MR. CAGLE: Yes ma'am.

MR. MANOS: And your Honor that -- that goes to what I was saying earlier, perhaps not eloquently, that I think the lawyers and as well as Resolute and others, before they heard back from the Monitor, were thinking that perhaps they would be approved which if you read that --

THE COURT: Without Cagle having to go through --

MR. MANOS: Correct.

THE COURT: (indiscernible) Y'all would say pay the money.

MR. MANOS: They were thinking that was what was going to occur and if you -- I don't want to mischaracterize an email or speak for anybody but if you read it, that's a fair paraphrase I think? Of the June 12th email? And then when you get to August that I read to you before, after we hear back from the monitor, that's when she tells Mr. Cagle, no you've actually have to go through the claims process was the timing of what occurred and how it occurred.

MR. CAGLE: And your Honor if I may just briefly. I asked Ms. King and -- and Ms. Richardson several times about this request to the Monitor. I've never seen that request. I'm not 100 percent sure that request was ever made. There was a big time gap there. I don't want to insinuate anything but I (indiscernible) because I've never seen anything. (indiscernible).

THE COURT: Well that will be a question I'm going to ask Ms. King when I get her up here and we're going to have that little say.

MR. CAGLE: Of course.

THE COURT: All right anything else I need to hear in connection with this matter?

MR. CAGLE: Not from me your Honor.

MR. EARLY: Me either your Honor.

MR. MANOS: I don't believe so your Honor.

THE COURT: All right. Then what I've got before me Mr. Cagle is your petition for approval of these settlements, both the Jenkins settlement and the Berley settlement. Am I correct?

MR. CAGLE: We did not file a petition to approve the Jenkins settlement. You have the Berley settlement petition pending.

THE COURT: All right. I will grant the Berley petition, and I want you to submit the request for approval of the Jenkins settlement just as soon as you possibly can. I will approve the Berley settlement for the full amount of which you signed. The (indiscernible) should reflect that you have plenty of time (indiscernible) trust account and advise the court 108 or however much it is. I will direct that you pay those monies out appropriately, in partial settlement, of a claim. The rest of the claim is still pending. All right, approved and still pending for payment.

MR. CAGLE: Thank you Judge.

THE COURT: With respect to Jenkins, file the petition to have that one approved. I will approve it. And I'll make the appropriate observations about the demand having been made for the receipt of money and so far the advice has been given that they're not going to pay that money. That you have to go through bankruptcy or whatever it is they've said about that.

MR. CAGLE: Understood.

THE COURT: Okay? All right. Prepare those orders. Send them to Mr. Manos and Mr. Early, copy Ms. King at Resolute on those things. And I think Gallivan White and Boyd is probably out of it at this point, right?

MS. LAFFITTE: We are your Honor.

THE COURT: All right and then I will commence another hearing on Jenkins, and I will specifically invite Ms. King to attend.

MR. EARLY: Your Honor, the only thing I would add your Honor, again just to cover my -- is the -- my objection because of the Canadian stay. I put it in my papers.

THE COURT: Absolutely. It's over -- let me make it very clear. Over the objection of Mr. Early on behalf of Resolute and Mr. Manos on behalf of CLMI, you all take the position that I can't proceed with this because of the pendency of the bankruptcy, and I understand that and it is my ruling that I can proceed and I will proceed.

MR. EARLY: Thank you your Honor.

THE COURT: But it's both of you all's objection to confirm the stay both in writing and in the arguments that've been made today.

MR. MANOS: And to the -- to the extent it matters procedurally, I don't know it -- if it does. I represent CLMI and of course they aren't a party but we -- we did submit a submission to you and that's Exhibit 3 --

THE COURT: Correct. Made at my request but it's yours by providing information to me about the matter.

MR. MANOS: Yes your Honor.

THE COURT: Understood. But you are not a party participant in the proceedings. Understood. All right anything further?

MR. CAGLE: Nothing from me your Honor.

THE COURT: All right. It is now 11:05. Ms. McVey's matter is up. Let's take a 15-minute recess and then we'll proceed.

CERTIFICATE OF TRANSCRIBER

I, Ali Beatty, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Circuit Court of Richland County, South Carolina, on the 17th day of April 2026.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

April 22, 2026

Ali Beatty

Ali Beatty

Transcriber

Exhibit D: *Berley* Proposed Order

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	C/A No.: 2023-CP-40-02840
PEGGY B. BERLEY, Individually and as Personal Representative of the Estate of BILLY G. BERLEY, deceased, Plaintiff, v. AECOM ENERGY & CONSTRUCTION, INC., et al. Defendants.	)	**ORDER APPROVING WRONGFUL DEATH AND SURVIVOR SETTLEMENTS**

This matter comes before the Court upon a filed Petition to approve a wrongful death and survival settlement filed by Peggy B. Berley, individually and as the duly appointed Personal Representative of the Estate of Billy G. Berley, asking this Court to approve a settlement with Asbestos Corporation Limited ("ACL"). Plaintiff seeks approval of a settlement with this Defendant in this case pursuant to §15-51-42, South Carolina Code of Laws of 1976, as amended.

On or about January 10, 2023, Billy G. Berley was diagnosed with malignant epithelioid mesothelioma of the peritoneum and died on March 11, 2023. Plaintiff alleges that Billy G. Berley died as a result of mesothelioma, contracted by exposure to asbestos containing materials. Plaintiff further alleges that such exposure was caused by the Defendant.

Plaintiff and ACL entered into an agreement to settle claims for wrongful death and survival. The beneficiaries of the survival and wrongful death settlement have agreed to divide the proceeds as follows: Peggy B. Berley: 100% of the total proceeds.

A copy of the Proposed Settlement Statement and the corresponding Release were filed under seal pursuant to Rule 41.1, SCRCP. Additionally, the Court has reviewed *in camera*, the individual settlement and attorneys' fees, and finds them to be fair and reasonable.

I. Background

A hearing was held on this matter on April 17, 2026. Plaintiff was represented by Joshua Cagle. Jessica Laffitte (original counsel of record for ACL) and William Early (subsequent counsel of record for ACL) were present, as was Theodore Manos who appeared on behalf of Certain London Market Insurers ("CLMI"), the insurance carrier that paid their portion of the settlement to Plaintiff that is presently at issue. Peter Protopapas was also present, though he has taken no action as Receiver on behalf of ACL since ACL filed for bankruptcy in May 2025.

The facts leading to this Court's hearing on April 17, 2026, are not in dispute. Courtesy of an email this Court received from Plaintiff's counsel on April 7, 2026, this Court became aware that CLMI/Resolute claimed CLMI/Resolute erroneously paid this settlement and asked for the settlement funds currently being held in trust by Plaintiff's counsel to be returned. Notably, despite inquiries by Plaintiff's counsel to Melissa King (a Vice President at Resolute and the individual with whom Plaintiff's counsel dealt with directly after ACL filed for bankruptcy) dating as far back as January 14, 2026, April 6, 2026 was the first date was on which Resolute took this position.

This Court, by letter dated April 10, 2026, instructed the various lawyers and interested persons to furnish the Court with all settlement agreements, releases, correspondence and emails relating to the *Berley* and *Shirley Jenkins* (C/A No. 2024-CP-40-04793) settlements in advance of the hearing on April 17, 2026. Plaintiff's counsel complied with the Court's instruction and produced a binder to the Court with copies of all requested information and corresponding documentation. Mr. Early and Ms. Laffitte supplied the Court with a timeline and stated at the hearing on April 17, 2026, that they had each reviewed Plaintiff's counsel's timeline and documents and believed those to be complete. While Mr. Manos did provide this Court with a letter on April 15, 2026, Resolute nor CLMI provided any correspondence or communications regarding these settlements. Ms. King did not appear at the hearing on April 17, 2026, and did not produce any documents, emails, or correspondence.

II. Mrs. Berley's Case Was Resolved with ACL on July 29, 2024

The underlying facts of the *Berley* settlement are also not in dispute. Plaintiff resolved her lawsuit with ACL on July 29, 2024, and signed a valid and enforceable release on October 1, 2024, which purported to release all of her claims against ACL and its' insurers. This release was returned to ACL's counsel on November 4, 2024. In April 2025, upon the eve of mediation in the *Jenkins* matter (which was scheduled for mediation on April 24, 2025), ACL's insurers requested Mrs. Berley sign a new release with an additional provision, with no additional consideration. Plaintiff's counsel agreed and Mrs. Berley signed this new release, which was sent to Gallivan White, and Boyd on May 28, 2025. In the period of time between ACL's insurers requesting a new release from Mrs. Berley and Mrs. Berley signing and returning that new release, ACL filed for bankruptcy, on May 6, 2025.[1]

Subsequent to ACL filing for bankruptcy, Plaintiff's counsel continued to follow-up with Ms. King regarding the *Berley* and *Jenkins* settlements. Notably, on June 12, 2025, Ms. King informed Plaintiff's counsel that "[a] request is going to be made to the Canadian bankruptcy court for approval to pay both settlements." Plaintiff's counsel continued to follow up by email with Ms. King throughout the summer of 2025 regarding these two settlements, and whether a request had actually been made to the Canadian monitor to approve the two settlements. On August 21, 2025,

[1] ACL resolved the *Jenkins* matter at this mediation, twelve days prior to filing for bankruptcy. This Court intends to conduct a hearing to discuss these issues in the near future.

Ms. King informed Plaintiff's counsel that the settlements needed to be submitted through a claims process and could not be paid outside of that process.

What was unknown to Plaintiff's counsel at that time, and despite Ms. King's statements to the contrary in August 2025, and despite ACL's pending bankruptcy, CLMI had previously funded their share of this settlement, and Resolute (as claims administrator for CLMI) had previously paid their portion of the *Berley* settlement to Gallivan, White, and Boyd on May 30, 2025, 24 days after ACL's bankruptcy had been initiated. These funds were then paid to Plaintiff's counsel by Gallivan, White, and Boyd on November 13, 2025.

As set forth above, Plaintiff's counsel provided this Court with a series of email communications with Ms. King where the *Berley* settlement was discussed after ACL's bankruptcy proceedings were initiated. Based on my review of these communications, Ms. King failed to inform Plaintiff's counsel of the payment that had been wired to Gallivan, White, and Boyd. Moreover, until April 6, 2026, after this Petition had been filed, Ms. King nor anyone else at Resolute informed Plaintiff's counsel that CLMI/Resolute's position was that the payment was made in error and therefore should be returned.

III. Legal Analysis

This Court has considered the timelines, documents, and supporting materials provided by each interested person and party, and hereby approves this settlement. Plaintiff entered into a valid and enforceable settlement with ACL, executed a valid and enforceable release with ACL, and a portion of these settlement funds were paid by CLMI/Resolute to Plaintiff's counsel. Plaintiff's counsel is ordered to distribute the settlement funds currently being held in trust to Mrs. Berley.[2]

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[2] This Court intends to conduct an additional hearing to discuss the remaining balance of this settlement, which has not yet been paid by the non-Resolute insurer.

For purposes of the portion of settlement funds currently held in trust by Plaintiff's counsel, this Court is convinced that the 11 U.S.C.A. § 362(a) automatic stay does not apply. *See Southern Bank & Trust Co. v. Harley*, 296 S.C. 423 (S.C. 1988). First, it was CLMI and Resolute, acting on behalf of ACL, that submitted the payment to Gallivan, White, and Boyd 24 days after ACL initiated its' bankruptcy proceedings (with CLMI as a co-applicant). Second, distribution of the funds Plaintiff's counsel currently holds in trust will not result in a diminution of the estate at issue in ACL's bankruptcy proceedings. This settlement was made almost one year prior to ACL's bankruptcy and these settlement funds, from the date of settlement forward, were properly allocated to Plaintiff (and were later properly paid to Plaintiff's counsel for distribution to Plaintiff).

IV. CONCLUSION

Based on the above, I find and conclude that the wrongful death and survival settlements between the settling parties are fair and equitable and order that the wrongful death and survival settlements between Plaintiff and this Defendant is approved. I approve the attorneys' fees and expenses and the distribution of 0% to the survival claim and 100% to the wrongful death claim. In addition, all future settlements in this case shall be approved by the Court.

It is further ordered that because this settlement has only been partially funded, Plaintiff is not ordered nor required to dismiss her causes of action against ACL at this time. As set forth above, this Court intends to hold a subsequent hearing on this matter as to the balance of this settlement that remains unpaid.

AND IT IS SO ORDERED.

____
Chief Justice Jean H. Toal

__________________, 2026
Columbia, South Carolina.

Exhibit E: *Jenkins* Petition for Approval

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	C/A No.: 2024-CP-40-04703
SHIRLEY A. JENKINS, Individually and as Personal Representative of the Estate of SAM JENKINS, JR., deceased, Plaintiff, v. ASBESTOS CORPORATION LTD., et al., Defendants.	)	**IN RE: ASBESTOS LITIGATION COORDINATED DOCKET** **PETITION FOR APPROVAL OF WRONGFUL DEATH AND SURVIVAL SETTLEMENTS**

The Petitioner, Shirley A. Jenkins, (the "Petitioner"), for herself and as Personal Representative of the Estate of Sam Jenkins, Jr., by and through her undersigned counsel, respectfully shows unto the Court the following:

1. That Petitioner is a resident of Dorchester County, South Carolina.

2. That Petitioner is the duly appointed Personal Representative of the Estate described above, which was administered in Charleston County, South Carolina.

3. That the above-captioned action was filed against several defendants, alleging an action for wrongful death under S.C. Code Section 15-51-10, et seq. (1976), as amended, and a survival action under the Survival Statute, S.C. Code Section 15-5-90 (1976), as amended. Both causes of action arise out of the death of the Decedent that the Petitioner claims was a result of exposure to asbestos.

4. That Petitioner and Defendants J.R. Deans Company, Inc., Stafford Insulation Company, Inc., and Asbestos Corporation Limited ("ACL") have entered into a comprehensive

agreement to settle claims for survival and wrongful death. Of this amount, the Petitioner has allocated 100% to wrongful death claim and 0% to personal injury.[1]

5. A copy of the Proposed Settlement Statement, outstanding expenses, and the corresponding Releases have been filed under seal pursuant to Rule 41.1, SCRCP.

6. The statutory beneficiaries of the Survival and Wrongful Death claims are Shirley A. Jenkins, Samantha Jenkins, Jabari Jenkins, Davida Simmons and Brandon Jenkins. The beneficiaries have agreed to divide the proceeds as outlined in the attached heir agreement.

7. There are no creditors of the Estate.

8. Petitioner has retained legal counsel, and she has agreed to pay forty percent of any recovery, plus costs, from the settlement proceeds.

9. Petitioner has carefully considered the settlement offers under all of the facts and circumstances and believes that, because of the dispute over liability, the foregoing proposed settlements are reasonable and just under the circumstances; that they are in the best interest of the Estate and the statutory beneficiaries under the Wrongful Death and Survival Statutes; and that the offers should be approved by this Court pursuant to S.C. Code Ann. §§ 15-51-41 and 15-51-42 (1976).

10. That approval of these settlements by this Court is sought pursuant to S.C. Code Ann. § 15-51-42 (1976).

11. As a result of matters at issue in the *Peggy B. Berley* (CA No. 2023-CP-40-02840) case, this Court conducted a hearing on April 17, 2026, in which ACL's participation and conduct in this case was also discussed. Plaintiff was represented by Joshua Cagle at this hearing. Jessica Laffitte (original counsel for ACL) and William Early (subsequent counsel for ACL)

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[1] As this Court is aware, ACL (with CLMI as a co-applicant) filed for bankruptcy twelve days after mediating and resolving this lawsuit. To date, ACL and its' insurers have not funded this settlement.

appeared on behalf of ACL. Theodore Manos appeared on behalf of CLMI, the insurer with the largest percentage of insurance coverage for ACL in the *Jenkins* case. Peter Protopapas was also present, though he has taken no action on behalf of ACL since ACL filed for bankruptcy in May 2025.

As to ACL, Plaintiff mediated her case with ACL on April 24, 2025, less than two weeks prior to ACL filing for bankruptcy. Melissa King, a Vice President at Resolute and the individual responsible for CLMI and Resolute's participation in mediation, participated in this mediation. Plaintiff resolved her case with ACL on that same date. As discussed at this's Court hearing on April 17, 2026, Plaintiff, Plaintiff's counsel, ACL's counsel, nor the duly-appointed Receiver at the time, were informed of ACL's forthcoming bankruptcy. As Plaintiff's counsel stated both at the hearing on April 17, 2026, and in his April 14, 2026, letter to the Court, Plaintiff's counsel has serious concerns about the participation of ACL's insurers at this mediation and resolution on April 24, 2025, less than two weeks before ACL filed for bankruptcy. It is the understanding of Plaintiff's counsel that the Court intends to schedule a hearing to address these issues.

WHEREFORE, the Petitioner respectfully requests that the Court inquire into the matters alleged herein and determine if the contest of controversy is in good faith and if the proposed settlements are reasonable and just, and if so, order the approval of the settlements.

Respectfully submitted,

MAUNE RAICHLE HARTLEY FRENCH & MUDD LLC
/s/ Joshua D. Cagle
Joshua D. Cagle
P. O. Box 2492
Mount Pleasant, SC 29465
(843) 388-1330 (phone)/ (803) 753-9931 (fax)
jcagle@mrhfmlaw.com
Attorney for Plaintiff

April 21, 2026
Mt. Pleasant, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF CHARLESTON	)	**FIDUCIARY LETTERS**
	)	
IN THE MATTER OF:	)	CASE NUMBER: 2021ES1000440
SAM JENKINS, JR.	)	
(Decedent)	)	

☒ PERSONAL REPRESENTATIVE
☐ SUCCESSOR PERSONAL REPRESENTATIVE
☐ SPECIAL ADMINISTRATOR

On the 15 day of March, 2021, SHIRLEY JENKINS was/were appointed and qualified as Fiduciary(ies) of the above matter by this Court, with all the authority granted to a fiduciary by law.

NOW, THEREFORE, LETTERS are issued as evidence of such appointment, qualification, and authority of the above fiduciary(ies) to do and to perform all acts which may be authorized by law.

RESTRICTIONS: NONE

Executed this 30 day of July, 2025.

Irvin G. Condon

Irvin G. Condon, Probate Court Judge
Lenna S. Kirchner, Associate Judge
Peter A. Kouten, Associate Judge
David L. Michel, Associate Judge
Sydney M. Fowler, Associate Judge

FORM #140ES (1/2014)
62-3-103

DISTRIBUTION AGREEMENT

The undersigned, Shirley A. Jenkins, Individually, and as Personal Representative of the Estate of Sam Jenkins, Jr., having been first duly sworn, states under oath as follows:

1. I am the spouse and as Personal Representative of the Estate of Sam Jenkins, Jr., deceased.

2. I hereby agree that any net settlement funds and trust payments (currently held and any received in the future) for the asbestos related personal injury and wrongful death of Sam Jenkins, Jr., including, but not limited to recoveries in that certain lawsuit styled *Shirley A. Jenkins, Individually and as Personal Representative of the Estate of Sam Jenkins, Jr., deceased, Plaintiff, vs. Asbestos Corporation, LTD.; et al., Defendants,* pending in Richland County, South Carolina, Cause No. 2024-CP-40-04703 and any recoveries from claims made against asbestos bankruptcy trusts (collectively, the "Asbestos Claims") are to be allocated as 100% Wrongful Death and 0% Personal Injury.

3. I represent that, to my knowledge, the individuals and estate identified below are the only persons and estate eligible to recover for the wrongful death and personal injury of Sam Jenkins, Jr. I hereby agree to the proposed distribution of any net settlement funds and trust payments (currently held and any received in the future) from the asbestos claims, as follows:

   ALL NET FUNDS ALLOCATED TO PERSONAL INJURY TO BE DISTRIBUTED AS FOLLOWS:

Shirley A. Jenkins, as Personal Representative of the Estate of Sam Jenkins, Jr.:	0% DISTRIBUTION

   WRONGFUL DEATH FUNDS TO BE DISTRIBUTED AS FOLLOWS:

Shirley A. Jenkins (Spouse):	100% DISTRIBUTION
Samantha Jenkins (Daughter):	0% DISTRIBUTION
Jabari Jenkins (Son):	0% DISTRIBUTION
Davida Simmons (Daughter):	0% DISTRIBUTION
Brandon Jenkins (Son):	0% DISTRIBUTION

4. The allocation and distribution percentages set forth herein shall inure to the benefit of and bind the persons* identified above. It has also been agreed upon that in the event of the death of a person* listed above, any remaining and/or future settlement funds (if any) of the deceased* shall be distributed in equal shares between the above remaining parties* (or their respective Estates), and in addition to their allocation stated in paragraph 3. No new Distribution Agreement will be needed.

SAJ
Initials

*Refers only to the named heirs/beneficiaries listed in paragraph 3.

5. The parties are aware and acknowledge that there could be tax consequences from distributing funds from the asbestos claims as laid out in this Distribution Agreement. The parties are also aware and acknowledge that MRHFM cannot give legal advice regarding any such tax consequences from distributing funds from the asbestos claims as laid out in this Distribution Agreement. The parties further agree to indemnify and hold MRHFM harmless for any tax consequences that may arise from distributing funds from the asbestos claims as laid out in this Distribution Agreement.

6. I understand that any settlement funds received for this case will be held in Escrow until the written consent of all heirs to such distribution is received. I also understand that if all heirs do not agree to a distribution in writing, that a separate legal action may be required in order to determine the proper distribution according to the relevant laws/statutes. I understand that MRHFM cannot represent me in this separate action, as they represent the entire Estate, and that I will need to hire outside counsel at my own expense.

7. I have had the chance to hire outside Counsel to review this Agreement.

8. In the event judicial interpretation of this document is necessary I hereby enter my appearance in said cause for all purposes, waive the issuance, service and return of citation upon me, and agree that said case may be taken up and considered by this Court.

9. The state law governing this Distribution Agreement is South Carolina.

10. I understand that there is a confidentiality clause in the settlement agreement and release with each defendant(s). It is forbidden to copy, forward, or disclose any information regarding the name of the defendant(s) or settlement amount(s), to any person or third-party.

11. I hereby ratify the terms and conditions of our contract of representation with MRHFM.

12. I swear that the foregoing is true and correct, and that I have reviewed each paragraph carefully.

REST OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE AND NOTARY ON NEXT PAGE

SAG
Initials

I HEREBY SWEAR THAT ANY CHECKS MADE PAYABLE TO ME SHOULD BE MAILED TO:

Address:[redacted]

City, State, Zip[redacted]

Phone:[redacted]

Email:[redacted]

I UNDERSTAND THAT IF MY MAILING ADDRESS SHOULD CHANGE FROM THE ABOVE, I MUST CONTACT MRHFM TO UPDATE MY ADDRESS IN ORDER TO CONTINUE TO RECEIVE ANY CHECKS.

Affiant says nothing further.

Date: Aug. 09-2025

Sign: Shirley A. Jenkins
Shirley A. Jenkins, Individually and as Personal Representative of the Estate of Sam Jenkins, Jr.

STATE OF South Carolina)
)ss.
COUNTY OF Dorchester)

On this date, August 9th, 2025, Shirley A. Jenkins personally appeared before me and acknowledged the above instrument as his or her free and voluntary act for the uses and purposes therein contained.

NOTARY SEAL:

Lisa Hanbert
NOTARY PUBLIC

SAJ
Initials

DISTRIBUTION AGREEMENT

The undersigned, Jabari Jenkins, having been first duly sworn, states under oath as follows:

1. I am the son of Sam Jenkins, Jr., deceased.

2. I hereby agree that any net settlement funds and trust payments (currently held and any received in the future) for the asbestos related personal injury and wrongful death of Sam Jenkins, Jr., including, but not limited to recoveries in that certain lawsuit styled *Shirley A. Jenkins, Individually and as Personal Representative of the Estate of Sam Jenkins, Jr., deceased, Plaintiff, vs. Asbestos Corporation, LTD.; et al., Defendants*, pending in Richland County, South Carolina, Cause No. 2024-CP-40-04703 and any recoveries from claims made against asbestos bankruptcy trusts (collectively, the "Asbestos Claims") are to be allocated as 100% Wrongful Death and 0% Personal Injury.

3. I represent that, to my knowledge, the individuals and estate identified below are the only persons and estate eligible to recover for the wrongful death and personal injury of Sam Jenkins, Jr. I hereby agree to the proposed distribution of any net settlement funds and trust payments (currently held and any received in the future) from the asbestos claims, as follows:

   ALL NET FUNDS ALLOCATED TO PERSONAL INJURY TO BE DISTRIBUTED AS FOLLOWS:

Shirley A. Jenkins, as Personal Representative of the Estate of Sam Jenkins, Jr.:	0% DISTRIBUTION

   WRONGFUL DEATH FUNDS TO BE DISTRIBUTED AS FOLLOWS:

Shirley A. Jenkins (Spouse):	100% DISTRIBUTION
Samantha Jenkins (Daughter):	0% DISTRIBUTION
Jabari Jenkins (Son):	0% DISTRIBUTION
Davida Simmons (Daughter):	0% DISTRIBUTION
Brandon Jenkins (Son):	0% DISTRIBUTION

4. The allocation and distribution percentages set forth herein shall inure to the benefit of and bind the persons* identified above. It has also been agreed upon that in the event of the death of a person* listed above, any remaining and/or future settlement funds (if any) of the deceased* shall be distributed in equal shares between the above remaining parties* (or their respective Estates), and in addition to their allocation stated in paragraph 3. No new Distribution Agreement will be needed.

JJ
Initials

*Refers only to the named heirs/beneficiaries listed in paragraph 3.

5. The parties are aware and acknowledge that there could be tax consequences from distributing funds from the asbestos claims as laid out in this Distribution Agreement. The parties are also aware and acknowledge that MRHFM cannot give legal advice regarding any such tax consequences from distributing funds from the asbestos claims as laid out in this Distribution Agreement. The parties further agree to indemnify and hold MRHFM harmless for any tax consequences that may arise from distributing funds from the asbestos claims as laid out in this Distribution Agreement.

6. I understand that any settlement funds received for this case will be held in Escrow until the written consent of all heirs to such distribution is received. I also understand that if all heirs do not agree to a distribution in writing, that a separate legal action may be required in order to determine the proper distribution according to the relevant laws/statutes. I understand that MRHFM cannot represent me in this separate action, as they represent the entire Estate, and that I will need to hire outside counsel at my own expense.

7. I have had the chance to hire outside Counsel to review this Agreement.

8. In the event judicial interpretation of this document is necessary I hereby enter my appearance in said cause for all purposes, waive the issuance, service and return of citation upon me, and agree that said case may be taken up and considered by this Court.

9. The state law governing this Distribution Agreement is South Carolina.

10. I understand that there is a confidentiality clause in the settlement agreement and release with each defendant(s). It is forbidden to copy, forward, or disclose any information regarding the name of the defendant(s) or settlement amount(s), to any person or third-party.

11. I hereby ratify the terms and conditions of our contract of representation with MRHFM.

12. I swear that the foregoing is true and correct, and that I have reviewed each paragraph carefully.

REST OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE AND NOTARY ON NEXT PAGE

Initials

I HEREBY SWEAR THAT ANY CHECKS MADE PAYABLE TO ME SHOULD BE MAILED TO:

Address: [redacted]

City, State, Zip: [redacted]

Phone: [redacted]

Email: [redacted]

I UNDERSTAND THAT IF MY MAILING ADDRESS SHOULD CHANGE FROM THE ABOVE, I MUST CONTACT MRHFM TO UPDATE MY ADDRESS IN ORDER TO CONTINUE TO RECEIVE ANY CHECKS.

Affiant says nothing further.

Date: August 9th

Sign: Jabari Jenkins
Jabari Jenkins

STATE OF South Carolina)
) ss.
COUNTY OF Dorchester)

On this date. August 9th, 2025, Jabari Jenkins personally appeared before me and acknowledged the above instrument as his or her free and voluntary act for the uses and purposes therein contained.

NOTARY SEAL:

Lisa Harbert
NOTARY PUBLIC

JJ
Initials

DISTRIBUTION AGREEMENT

The undersigned, Davida Simmons, having been first duly sworn, states under oath as follows:

1. I am the daughter of Sam Jenkins, Jr., deceased.

2. I hereby agree that any net settlement funds and trust payments (currently held and any received in the future) for the asbestos related personal injury and wrongful death of Sam Jenkins, Jr., including, but not limited to recoveries in that certain lawsuit styled *Shirley A. Jenkins, Individually and as Personal Representative of the Estate of Sam Jenkins, Jr., deceased, Plaintiff, vs. Asbestos Corporation, LTD.; et al., Defendants*, pending in Richland County, South Carolina, Cause No. 2024-CP-40-04703 and any recoveries from claims made against asbestos bankruptcy trusts (collectively, the "Asbestos Claims") are to be allocated as 100% Wrongful Death and 0% Personal Injury.

3. I represent that, to my knowledge, the individuals and estate identified below are the only persons and estate eligible to recover for the wrongful death and personal injury of Sam Jenkins, Jr. I hereby agree to the proposed distribution of any net settlement funds and trust payments (currently held and any received in the future) from the asbestos claims, as follows:

ALL NET FUNDS ALLOCATED TO PERSONAL INJURY TO BE DISTRIBUTED AS FOLLOWS:

Shirley A. Jenkins, as Personal Representative of the Estate of Sam Jenkins, Jr.:	0% DISTRIBUTION

WRONGFUL DEATH FUNDS TO BE DISTRIBUTED AS FOLLOWS:

Shirley A. Jenkins (Spouse):	100% DISTRIBUTION
Samantha Jenkins (Daughter):	0% DISTRIBUTION
Jabari Jenkins (Son):	0% DISTRIBUTION
Davida Simmons (Daughter):	0% DISTRIBUTION
Brandon Jenkins (Son):	0% DISTRIBUTION

4. The allocation and distribution percentages set forth herein shall inure to the benefit of and bind the persons* identified above. It has also been agreed upon that in the event of the death of a person* listed above, any remaining and/or future settlement funds (if any) of the deceased* shall be distributed in equal shares between the above remaining parties* (or their respective Estates), and in addition to their allocation stated in paragraph 3. No new Distribution Agreement will be needed.

Initials

*Refers only to the named heirs/beneficiaries listed in paragraph 3.

5. The parties are aware and acknowledge that there could be tax consequences from distributing funds from the asbestos claims as laid out in this Distribution Agreement. The parties are also aware and acknowledge that MRHFM cannot give legal advice regarding any such tax consequences from distributing funds from the asbestos claims as laid out in this Distribution Agreement. The parties further agree to indemnify and hold MRHFM harmless for any tax consequences that may arise from distributing funds from the asbestos claims as laid out in this Distribution Agreement.

6. I understand that any settlement funds received for this case will be held in Escrow until the written consent of all heirs to such distribution is received. I also understand that if all heirs do not agree to a distribution in writing, that a separate legal action may be required in order to determine the proper distribution according to the relevant laws/statutes. I understand that MRHFM cannot represent me in this separate action, as they represent the entire Estate, and that I will need to hire outside counsel at my own expense.

7. I have had the chance to hire outside Counsel to review this Agreement.

8. In the event judicial interpretation of this document is necessary I hereby enter my appearance in said cause for all purposes, waive the issuance, service and return of citation upon me, and agree that said case may be taken up and considered by this Court.

9. The state law governing this Distribution Agreement is South Carolina.

10. I understand that there is a confidentiality clause in the settlement agreement and release with each defendant(s). It is forbidden to copy, forward, or disclose any information regarding the name of the defendant(s) or settlement amount(s), to any person or third-party.

11. I hereby ratify the terms and conditions of our contract of representation with MRHFM.

12. I swear that the foregoing is true and correct, and that I have reviewed each paragraph carefully.

REST OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE AND NOTARY ON NEXT PAGE

____
Initials

I HEREBY SWEAR THAT ANY CHECKS MADE PAYABLE TO ME SHOULD BE MAILED TO:

Address: [redacted]

City, State, Zip: [redacted]

Phone: [redacted]

Email: [redacted]

I UNDERSTAND THAT IF MY MAILING ADDRESS SHOULD CHANGE FROM THE ABOVE, I MUST CONTACT MRHFM TO UPDATE MY ADDRESS IN ORDER TO CONTINUE TO RECEIVE ANY CHECKS.

Affiant says nothing further.

Date: 11-24-25

Sign: ____________________
Davida Simmons

STATE OF South Carolina)
) ss.
COUNTY OF Charleston)

On this date, 24th November, 2025, Davida Simmons personally appeared before me and acknowledged the above instrument as his or her free and voluntary act for the uses and purposes therein contained.

____
NOTARY PUBLIC

NOTARY SEAL:

NOAH BURCH
MY COMMISSION EXPIRES
NOTARY
PUBLIC
OCTOBER 13, 2035
SOUTH CAROLINA

Initials

DISTRIBUTION AGREEMENT

The undersigned, Brandon Jenkins, having been first duly sworn, states under oath as follows:

1. I am the son of Sam Jenkins, Jr., deceased.

2. I hereby agree that any net settlement funds and trust payments (currently held and any received in the future) for the asbestos related personal injury and wrongful death of Sam Jenkins, Jr., including, but not limited to recoveries in that certain lawsuit styled *Shirley A. Jenkins, Individually and as Personal Representative of the Estate of Sam Jenkins, Jr., deceased, Plaintiff. vs. Asbestos Corporation, LTD.; et al., Defendants,* pending in Richland County, South Carolina, Cause No. 2024-CP-40-04703 and any recoveries from claims made against asbestos bankruptcy trusts (collectively, the "Asbestos Claims") are to be allocated as 100% Wrongful Death and 0% Personal Injury.

3. I represent that, to my knowledge, the individuals and estate identified below are the only persons and estate eligible to recover for the wrongful death and personal injury of Sam Jenkins, Jr. I hereby agree to the proposed distribution of any net settlement funds and trust payments (currently held and any received in the future) from the asbestos claims, as follows:

   ALL NET FUNDS ALLOCATED TO PERSONAL INJURY TO BE DISTRIBUTED AS FOLLOWS:

Shirley A. Jenkins, as Personal Representative of the Estate of Sam Jenkins, Jr.:	0% DISTRIBUTION

   WRONGFUL DEATH FUNDS TO BE DISTRIBUTED AS FOLLOWS:

Shirley A. Jenkins (Spouse):	100% DISTRIBUTION
Samantha Jenkins (Daughter):	0% DISTRIBUTION
Jabari Jenkins (Son):	0% DISTRIBUTION
Davida Simmons (Daughter):	0% DISTRIBUTION
Brandon Jenkins (Son):	0% DISTRIBUTION

4. The allocation and distribution percentages set forth herein shall inure to the benefit of and bind the persons* identified above. It has also been agreed upon that in the event of the death of a person* listed above, any remaining and/or future settlement funds (if any) of the deceased* shall be distributed in equal shares between the above remaining parties* (or their respective Estates), and in addition to their allocation stated in paragraph 3. No new Distribution Agreement will be needed.

BJ
Initials

*Refers only to the named heirs/beneficiaries listed in paragraph 3.

5. The parties are aware and acknowledge that there could be tax consequences from distributing funds from the asbestos claims as laid out in this Distribution Agreement. The parties are also aware and acknowledge that MRHFM cannot give legal advice regarding any such tax consequences from distributing funds from the asbestos claims as laid out in this Distribution Agreement. The parties further agree to indemnify and hold MRHFM harmless for any tax consequences that may arise from distributing funds from the asbestos claims as laid out in this Distribution Agreement.

6. I understand that any settlement funds received for this case will be held in Escrow until the written consent of all heirs to such distribution is received. I also understand that if all heirs do not agree to a distribution in writing, that a separate legal action may be required in order to determine the proper distribution according to the relevant laws/statutes. I understand that MRHFM cannot represent me in this separate action, as they represent the entire Estate, and that I will need to hire outside counsel at my own expense.

7. I have had the chance to hire outside Counsel to review this Agreement.

8. In the event judicial interpretation of this document is necessary I hereby enter my appearance in said cause for all purposes, waive the issuance, service and return of citation upon me, and agree that said case may be taken up and considered by this Court.

9. The state law governing this Distribution Agreement is South Carolina.

10. I understand that there is a confidentiality clause in the settlement agreement and release with each defendant(s). It is forbidden to copy, forward, or disclose any information regarding the name of the defendant(s) or settlement amount(s), to any person or third-party.

11. I hereby ratify the terms and conditions of our contract of representation with MRHFM.

12. I swear that the foregoing is true and correct, and that I have reviewed each paragraph carefully.

REST OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE AND NOTARY ON NEXT PAGE

Initials

I HEREBY SWEAR THAT ANY CHECKS MADE PAYABLE TO ME SHOULD BE MAILED TO:

Address:____

____

City, State, Zip:____

Phone:____

Email:____

I UNDERSTAND THAT IF MY MAILING ADDRESS SHOULD CHANGE FROM THE ABOVE, I MUST CONTACT MRHFM TO UPDATE MY ADDRESS IN ORDER TO CONTINUE TO RECEIVE ANY CHECKS.

Affiant says nothing further.

Date: 12-11-25 Sign: Brandon Jenkins
Brandon Jenkins

STATE OF South Carolina)
) ss.
COUNTY OF Dorchester)

On this date, Dec 11th, 2025, Brandon Jenkins personally appeared before me and acknowledged the above instrument as his or her free and voluntary act for the uses and purposes therein contained.

NOTARY SEAL: Chris M. Holbird
NOTARY PUBLIC

Chris M. Holbird
Notary Public, State of South Carolina
My Commission Expires August 07, 2035

BJ
Initials

DISTRIBUTION AGREEMENT

The undersigned, Samantha Jenkins, having been first duly sworn, states under oath as follows:

1. I am the daughter of Sam Jenkins, Jr., deceased.

2. I hereby agree that any net settlement funds and trust payments (currently held and any received in the future) for the asbestos related personal injury and wrongful death of Sam Jenkins, Jr., including, but not limited to recoveries in that certain lawsuit styled *Shirley A. Jenkins, Individually and as Personal Representative of the Estate of Sam Jenkins, Jr., deceased, Plaintiff, vs. Asbestos Corporation, LTD.; et al., Defendants,* pending in Richland County, South Carolina, Cause No. 2024-CP-40-04703 and any recoveries from claims made against asbestos bankruptcy trusts (collectively, the "Asbestos Claims") are to be allocated as 100% Wrongful Death and 0% Personal Injury.

3. I represent that, to my knowledge, the individuals and estate identified below are the only persons and estate eligible to recover for the wrongful death and personal injury of Sam Jenkins, Jr. I hereby agree to the proposed distribution of any net settlement funds and trust payments (currently held and any received in the future) from the asbestos claims, as follows:

   ALL NET FUNDS ALLOCATED TO PERSONAL INJURY TO BE DISTRIBUTED AS FOLLOWS:

Shirley A. Jenkins, as Personal Representative of the Estate of Sam Jenkins, Jr.:	0% DISTRIBUTION

   WRONGFUL DEATH FUNDS TO BE DISTRIBUTED AS FOLLOWS:

Shirley A. Jenkins (Spouse):	100% DISTRIBUTION
Samantha Jenkins (Daughter):	0% DISTRIBUTION
Jabari Jenkins (Son):	0% DISTRIBUTION
Davida Simmons (Daughter):	0% DISTRIBUTION
Brandon Jenkins (Son):	0% DISTRIBUTION

4. The allocation and distribution percentages set forth herein shall inure to the benefit of and bind the persons* identified above. It has also been agreed upon that in the event of the death of a person* listed above, any remaining and/or future settlement funds (if any) of the deceased* shall be distributed in equal shares between the above remaining parties* (or their respective Estates), and in addition to their allocation stated in paragraph 3. No new Distribution Agreement will be needed.

SJ
Initials

*Refers only to the named heirs/beneficiaries listed in paragraph 3.

5. The parties are aware and acknowledge that there could be tax consequences from distributing funds from the asbestos claims as laid out in this Distribution Agreement. The parties are also aware and acknowledge that MRHFM cannot give legal advice regarding any such tax consequences from distributing funds from the asbestos claims as laid out in this Distribution Agreement. The parties further agree to indemnify and hold MRHFM harmless for any tax consequences that may arise from distributing funds from the asbestos claims as laid out in this Distribution Agreement.

6. I understand that any settlement funds received for this case will be held in Escrow until the written consent of all heirs to such distribution is received. I also understand that if all heirs do not agree to a distribution in writing, that a separate legal action may be required in order to determine the proper distribution according to the relevant laws/statutes. I understand that MRHFM cannot represent me in this separate action, as they represent the entire Estate, and that I will need to hire outside counsel at my own expense.

7. I have had the chance to hire outside Counsel to review this Agreement.

8. In the event judicial interpretation of this document is necessary I hereby enter my appearance in said cause for all purposes, waive the issuance, service and return of citation upon me, and agree that said case may be taken up and considered by this Court.

9. The state law governing this Distribution Agreement is South Carolina.

10. I understand that there is a confidentiality clause in the settlement agreement and release with each defendant(s). It is forbidden to copy, forward, or disclose any information regarding the name of the defendant(s) or settlement amount(s), to any person or third-party.

11. I hereby ratify the terms and conditions of our contract of representation with MRHFM.

12. I swear that the foregoing is true and correct, and that I have reviewed each paragraph carefully.

REST OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE AND NOTARY ON NEXT PAGE

SJ
Initials

I HEREBY SWEAR THAT ANY CHECKS MADE PAYABLE TO ME SHOULD BE MAILED TO:

Address: [redacted]

City, State, Zip: [redacted]

Phone: [redacted]

Email: ______

I UNDERSTAND THAT IF MY MAILING ADDRESS SHOULD CHANGE FROM THE ABOVE, I MUST CONTACT MRHFM TO UPDATE MY ADDRESS IN ORDER TO CONTINUE TO RECEIVE ANY CHECKS.

Affiant says nothing further.

Date: 11/5/2025

Sign: [signature]
Samantha Jenkins

STATE OF South Carolina)
)ss.
COUNTY OF Charleston)

On this date, November 5th, 2025, Samantha Jenkins personally appeared before me and acknowledged the above instrument as his or her free and voluntary act for the uses and purposes therein contained.

[signature]
NOTARY PUBLIC

NOTARY SEAL:
ANDREW BRYANT
COMM. EXP.
NOTARY PUBLIC
03-28-2027
SOUTH CAROLINA

SJ
Initials

Exhibit F: Status Report

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

JOHN A. TIBBS and MARGARET B. TIBBS,

Plaintiffs,

v.

3M COMPANY, *et al.*,

Defendants.

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,

v.

ANGLO AMERICAN PLC, individually and as successor in interest to ANGLO AMERICAN CORPORATION OF SOUTH AFRICA LTD.; DE BEERS PLC, individually and as successor in interest to DE BEERS S.A.; DE BEERS CENTENARY AG; DE BEERS CONSOLIDATED MINES LTD., n/k/a DE BEERS CONSOLIDATED MINES PROPRIETARY LTD.; DE BEERS UK LTD.; DE BEERS JEWELLERS LTD.; DE BEERS JEWELLERS US, INC.; ANGLO 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 (U.S.A.) JEWELRY INC.; LIGHTBOX JEWELRY INC.; FOREVERMARK US INC.; ANGLO AMERICAN CROP NUTRIENTS (U.S.A.), LLC; CHARTER CONSOLIDATED LTD.; ESAB CORPORATION; CENTRAL MINING & INVESTMENT CORPORATION LTD.; CAPE HOLDCO LTD.; THE LAW

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

In Re: Asbestos Personal Injury Litigation Coordinated Docket

AMENDED TENTH REPORT TO THE SUPREME COURT OF SOUTH CAROLINA PURSUANT TO ITS ORDER OF REMAND DATED JUNE 26, 2025
(Original Tenth Report Filed in Above-Referenced Matter in its Richland County Case Only)

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 S.A.S.; SPARROWS OFFSHORE GROUP LTD.; HAWK BIDCO US INC.; ARRANCO US, LLC; SPARROWS OFFSHORE, LLC; THE SPARROWS GROUP, LLC,

Third-Party Defendants.

Pursuant to the South Carolina Supreme Court's Order of Remand in this matter, dated June 26, 2025, in which the Court asked that I submit monthly reports as to my progress in addressing the directives from the Court contained in its Remand Order, this will constitute my Tenth Report.

Since my Ninth Report to this Court, I have continued to review materials concerning cases on the Asbestos Docket, including matters involving the trial or settlement resolution of cases in which a Receiver has been appointed in the matter. I have also continued to administer the Asbestos Trial Docket, which includes hearing pre-trial matters considering Petitions for the approval of settlements and performing all other administrative duties involving the trial of cases on the Asbestos Docket.

My most recent activities regarding the asbestos docket include the conduct of a hearing April 17, 2026, regarding petitions for approval of settlements in *Peggy B. Berley*, et al., *v. AECOM Energy & Construction Inc*., et al., C/A No. 2023-CP-40-02840 and *Shirley A. Jenkins,* et al.*, v. Asbestos Corporation Ltd.,* et al.*,* C/A No. 2024-CP-40-04703. In the *Berley* case, approval of most of the settlements reached and submitted for approval was routine, but in the case of Defendant ACL, a troubling situation has arisen. *Berley* was a case set for trial before me on August 5, 2024, with a pre-trial set for July 31, 2024. The plaintiffs are the Estate of Billy G. Berley, deceased, and his wife Peggy B. Berley, individually and as Personal Representative of the Estate. Plaintiff alleges that Billy Berley died as a result of mesothelioma contracted by exposure to asbestos-containing materials placed into the stream of commerce in South Carolina by ACL and its allied corporations. Mediation was held on the *Berley* case, and as the result Resolute Claims, a claims manager for certain insurance assets of Defendant ACL and CLMI (Certain London Market Insurers) an aggregate of Lloyds Insurance Policies of ACL, attended the mediation and settled and entered into a settlement agreement with Plaintiff's attorney. On the basis of the representation that the claim against ACL had been resolved and information that all other claims had been resolved, I removed this case from my trial docket. Subsequently, CLMI and Resolute paid settlement funds into the trust account of Gallivan White & Boyd for distribution to the trust account of Mr. Josh Cagle as attorney for the Berley family. Gallivan White & Boyd subsequently transmitted these funds to Josh Cagle's trust account. In April of 2025 on the eve of mediation in the *Jenkins* case, ACL's Insurers asked Mrs. Berley to sign an additional confidentiality release. Mrs. Berley signed this release. In the time between the request and the signing, ACL filed for bankruptcy in Canada. Much later it was revealed to Plaintiff's counsel that ACL had filed for bankruptcy in Canada in May of 2025.

In the case of *Jenkins*, similar activities occurred with respect to settlement funds. Jenkins case was scheduled for trial on June 2, 2025, with pre-trial set for May 28, 2025.. The *Jenkins* case was settled at mediation April 24, 2025. It was then removed from my May 28, 2025 trial docket. Releases were obtained from Plaintiff and transmitted to the insurers. Despite the series of inquiries by Plaintiff's counsel regarding each of these settlements, on August 21, 2025, Ms. Melissa King for Resolute informed Mr. Cagle that all settlements had to be submitted through a claims process due to the Canadian bankruptcy of ACL. Neither the alleged ACL Bankruptcy nor its alleged domestication in New York has been noticed to this Court by any filings in *Berley* or *Jenkins* until this Court set hearings to approve settlements. The defense lawyers for the insurer of ACL were not made aware of the Canadian bankruptcy when these releases in *Jenkins* and *Berley* were obtained. It is ACL and its insurers and claims representatives who are not being forthcoming with the lawyers or this Court. These are the kinds of troubling matters that have surrounded settlement issues regarding the Cape/ACL entities and their insurers.

I continue to manage the asbestos docket with trial blocks as indicated in my previous correspondence via the Ninth Report.

Respectfully submitted,

Chief Justice (Ret.) Jean Hoefer Toal
Presiding Circuit Court Judge

Dated April 21, 2026
Columbia, South Carolina