Nos. 26-328, 26-350

IN THE

Supreme Court of the United States

CHARTER CONSOLIDATED, LTD., *et al.*,
Petitioners,

v.

CAPE INTERMEDIATE HOLDINGS LIMITED, INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO CAPE ASBESTOS COMPANY LIMITED, BY AND THROUGH ITS RECEIVER PETER D. PROTOPAPAS, *et al.*,
Respondents.

ALTRAD INVESTMENT AUTHORITY S.A.S, *et al.*,
Petitioners,

v.

CAPE INTERMEDIATE HOLDINGS LIMITED, INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO CAPE ASBESTOS COMPANY LIMITED, BY AND THROUGH ITS RECEIVER PETER D. PROTOPAPAS, *et al.*,
Respondents.

ON PETITION FOR A WRITS OF CERTIORARI TO THE SUPREME COURT OF SOUTH CAROLINA

BRIEF OF THECITY UK AS *AMICI CURIAE* IN SUPPORT OF PETITIONERS

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INTEREST OF *AMICUS CURIAE*[1]

TheCityUK is an industry-led body representing UK-based financial and related professional-services firms. Its members include banks, insurers, asset managers, law firms, consultancies, and other businesses that structure, finance, insure, acquire, and advise on cross-border investment. That work gives TheCityUK and its members extensive experience with the legal and commercial arrangements on which cross-border transactions depend. Those arrangements rest on a basic premise: the law governing a company must provide a reliable answer to who may bind it.

This case tests that premise. South Carolina authorized a receiver to accept service, control pleadings, make admissions affecting liability, and sue third parties in the name of Cape Intermediate Holdings Ltd. ("CIHL"), an English company. CIHL's English board did not authorize those acts. And the English courts held that the receiver's appointment was incapable of recognition under English law and did not displace the board. *Cape Intermediate Holdings Ltd. v Protopapas* [2024] EWHC 2999 (Ch) ("*Mann I*") ¶¶ 98, 100, 115(a); *Cape Intermediate Holdings Ltd. v Protopapas* [2025] EWHC 2706 (Ch) ("*Mann II*") ¶ 13.

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[1] Counsel of record for all parties were provided timely notice of this brief in accordance with Supreme Court Rule 37.2. No counsel for a party authored this brief in whole or in part, and no party, counsel for a party, or person other than the *amicus curiae* and its counsel made a monetary contribution intended to fund preparation or submission of this brief.

TheCityUK does not contend that an English company is immune from claims in the United States or that every act of a foreign office-holder requires formal recognition. Its concern is narrower and more fundamental. A forum's authority to adjudicate claims involving a foreign company does not necessarily include authority to select who will speak for that company. The decision below collapses those distinct questions. It thereby creates two competing sources of authority over CIHL: the board recognized by English law and the receiver authorized by South Carolina.

TheCityUK offers the Court a perspective the parties cannot fully supply: how English law identifies the persons authorized to act for an English company, how it treats foreign office-holders, and why divided authority over a company affects financing, insurance, acquisitions, settlements, and cross-border investment. TheCityUK submits this brief in support of the petitions.

SUMMARY OF ARGUMENT

These petitions concern more than South Carolina's authority to adjudicate claims or reach property within its lawful jurisdiction. South Carolina appointed a stranger to act as an English company. Purporting to act for CIHL, the receiver accepted service, answered claims in the company's name, made admissions bearing on its liability and presence, and sued affiliates and third parties without the consent of CIHL's board. The English courts, applying English law as the law of CIHL's incorporation, held that the receiver had no authority

to act for the company and his appointment did not displace the board. The result is a concrete conflict over who may bind the same corporation.

I. The law of incorporation ordinarily determines a corporation's internal affairs, including who has authority to bind it. *Rogers v. Guar. Tr. Co.*, 288 U.S. 123, 130 (1933); *Edgar v. MITE Corp.*, 457 U.S. 624, 645–46 (1982) (plurality opinion); *Mann I* ¶ 93. That rule prevents "conflicting demands" and supplies the single governing law on which national and international capital markets depend. *Edgar*, 457 U.S. at 645; *CTS Corp. v. Dynamics Corp. of America*, 481 U.S. 69, 89–90 (1987). The decision below creates the conflict that rule exists to prevent. It permits the receiver, rather than CIHL's board, to decide whether the company appears, what it admits, and whom it sues. Those are corporate decisions. Relabeling the claims and insurance rights as "assets" does not answer who may exercise them.

II. Appointment by a South Carolina court does not itself determine whether the receiver succeeds to powers that the law of CIHL's incorporation assigns to its board. This Court has long held that a receiver appointed by one court "has no extra-territorial power of official action." *Booth v. Clark*, 58 U.S. (17 How.) 322, 338 (1854). The Third Circuit recently applied the same principle to this receiver, holding that he needed recognition and an ancillary appointment before he could displace the board of a New Jersey corporation. *In re Whittaker, Clark & Daniels, Inc.*, 176 F.4th 241, 257 (3d Cir. 2026). English law likewise recognizes foreign office-holders when the appointing jurisdiction has a sufficient connection to

the company. But the English courts held that this appointment "would not, should not and could not be recognised," because CIHL was incorporated in England, its lawful board remained in place, and the required connection to South Carolina was absent. *Mann I* ¶ 98.

III. The resulting harm is concrete and present. The English court found that the receivership created "potentially two centres of power" and corresponding uncertainty over such ordinary corporate acts as executing documents and buying and selling assets. *Mann I* ¶ 113. It found those risks "real and not fanciful" and their consequences "serious." *Id.* ¶ 114. They included an event of default affecting £160 million of financing, tightened supplier terms, impaired cash-flow planning, and potential harm to a court-sanctioned scheme protecting asbestos claimants. *Id.* ¶ 113.

The conflict also deprives settlements of dependable finality. The English courts held that a settlement authorized by CIHL's board extinguished the company's claims, while a payment to the unrecognized receiver would not bind CIHL or discharge the payer's obligations under English law. *Altrad Investment Authority SAS v Protopapas* [2025] EWHC 2470 (Ch) ("*Altrad*") ¶¶ 93, 97; *Mann II* ¶ 40. A counterparty therefore cannot be assured that a payment or release accepted in one jurisdiction will produce finality in the other.

IV. The question is recurring and warrants review now. The same technique has been used repeatedly against out-of-state and foreign companies, the same

receiver has again been appointed over CIHL, and courts in other jurisdictions have confronted the resulting conflict. The challenged authority is also being exercised now. Later merits proceedings cannot restore the board's authority over admissions, claims, settlements, and litigation decisions already made in CIHL's name. And, unlike the earlier petition in *Atlas Turner, Inc. v. Welch*, 146 S. Ct. 1497 (2026),these petitions present the question against a developed record that includes the chartering jurisdiction's adjudication of the receiver's status and the Third Circuit's decision in *Whittaker*. The petitions should be granted.

ARGUMENT

I. SOUTH CAROLINA DISPLACED THE DECISIONMAKERS WHOM ENGLISH LAW AUTHORIZES TO SPEAK FOR CIHL.

A. The Law of Incorporation Determines Who May Bind a Company.

The law of the state of incorporation governs a corporation's internal affairs. *Pertuis v. Front Roe Rests., Inc.*, 423 S.C. 640, 649 (2018). That rule prevents "conflicting demands" on the corporation, *Edgar*, 457 U.S. at 645, and supplies the single governing law on which capital markets depend.

As this Court explained in *CTS*, national and international participation in corporate ownership depends "at its core" upon the fact that a corporation ordinarily is "organized under, and governed by, the law of a single jurisdiction," traditionally the law of

its place of incorporation. 481 U.S. at 90. A State accordingly "has no interest in regulating the internal affairs of foreign corporations." *Edgar*, 457 U.S. at 645–46.

English law follows the same starting principle. The law of incorporation governs "[a]ll matters concerning the constitution of a corporation," including "who has authority to bind the company." *Mann I* ¶ 93. CIHL was incorporated in England. Its English board remained in office throughout the proceedings below, and English law continued to assign the company's management and affairs to that board. *Id.* ¶¶ 115, 120; *Mann II* ¶ 13.

That principle allocates authority; it does not confer immunity. A forum may adjudicate claims against a foreign company when the requirements for doing so are satisfied. But authority to adjudicate a claim and authority to select the person who will concede or contest it are different. Treating them as interchangeable would allow the assertion of a claim to supply the very corporate authority needed to concede it. The internal-affairs rule avoids that circularity by identifying a source of corporate authority independent of the forum in which a dispute arises. *See Edgar*, 457 U.S. at 645–46; *CTS*, 481 U.S. at 89–90.

The internal-affairs rule thus identifies the corporate authority South Carolina displaced. Petitioners' claims under the Due Process Clause, the Commerce Clause, and principles of federalism determine whether South Carolina could displace it. Charter Pet. 20–21; Altrad Pet. 10–11.

B. The Receiver Exercised Powers Belonging to CIHL's Board.

The receiver did not merely preserve local property. Purporting to act as CIHL, he accepted service, *Mann I* ¶ 88, and filed an answer whose "general denial" applied only "[t]o the extent that it is not inconsistent with the allegations of the Third Party Complaint," *id.* ¶ 53. The third-party complaint, filed without the board's consent, pleaded liability and presence theories rejected in *Adams v Cape Industries plc* [1990] 1 Ch 433 (CA), admitted "decades of asbestos liabilities," and sought recovery from Charter, ESAB Corporation, Central Mining, the Altrad Investment Authority, and Mohed Altrad as alter egos of CIHL. *See Mann I* ¶¶ 54–62; Charter Pet. 6–7; Charter App. 7a–8a; Altrad App. 3a–4a. As the English court observed, the answer "basically sells the pass on issues of liability, responsibility and presence." *Mann I* ¶ 62.

Those acts changed CIHL's legal position. By accepting service and appearing for CIHL, the receiver purported to determine the company's response to the proceedings. The answer selected defenses and subordinated its general denial to allegations in the receiver's own complaint. The complaint asserted claims in CIHL's name against parties the board had not chosen to sue. Whatever label describes the receivership, those acts determined CIHL's admissions, defenses, claims, and relationships with affiliated parties.

The decision to litigate on a corporation's behalf ordinarily belongs to its directors. *See Kamen v.*

Kemper Fin. Servs., Inc., 500 U.S. 90, 101 (1991). Rules determining who controls corporate litigation concern "the allocation of governing powers within the corporation" and implement "the basic principle of corporate governance that the decisions of a corporation—including the decision to initiate litigation—should be made by the board of directors or the majority of shareholders." *Kamen*, 500 U.S. at 101 (quoting *Daily Income Fund, Inc. v. Fox*, 464 U.S. 523, 530 (1984)).

English law reaches the same conclusion. The law of incorporation determines "who has authority to bind the company." *Mann I* ¶ 93. Applying that rule, the English courts held that the receiver lacked authority to accept service for CIHL, conduct proceedings in its name, make admissions on its behalf, or pursue third-party claims belonging to it. *Mann I* ¶¶ 98, 100, 112, 135–136; *Altrad* ¶¶ 39, 90, 93.

South Carolina therefore did not merely decide whether CIHL owed a duty to a claimant. It empowered the receiver to determine the company's position on that question and to bind the company through pleadings filed in its name.

C. Calling Those Powers "Asset Collection" Does Not Change Their Corporate Character.

The South Carolina Supreme Court concluded that the appointment did not impair CIHL's internal affairs because the receiver could only collect insurance assets and pursue related claims. Charter

App. 27a; Altrad App. 22a. It emphasized the receivership's "limited scope" and rejected the argument that control of CIHL's litigation position belonged to the board. Charter Pet. 12; Charter App. 27a–28a; Altrad App. 22a–23a.

That reasoning identifies the object of the receivership, but not the source of the receiver's authority. Calling a claim an asset does not determine who may prosecute it. Calling insurance an asset does not determine who may admit the company's liability to obtain it. Nor does limiting the appointment to particular assets eliminate the conflict. CIHL's board and the receiver still claim authority to determine the company's position concerning those assets. A narrow assignment can displace corporate governance as surely as a general one. The inquiry concerns the receiver's powers, not the number of assets covered.

Pertuis does not answer that question. *Pertuis* held that amalgamating affiliated entities for liability purposes did not concern a company's "inner-workings." 423 S.C. at 650. It did not involve a court-appointed stranger accepting service, making admissions, or asserting claims in the corporation's own name. Indeed, *Pertuis* recognized that South Carolina was "not authorize[d]" to "regulate the organization or internal affairs of a foreign corporation." *Id.* at 649–50 (quoting S.C. Code Ann. § 33-15-105(c) (2006)).

The issue here is not whether South Carolina may apply a liability rule to affiliated entities. It is whether South Carolina may transfer CIHL's own decision-making powers from the board recognized by

English law to a receiver whom English law does not recognize.

D. Allegations of "Moral Fraud" Do Not Identify Who May Speak for CIHL.

The court below invoked decades of "moral fraud" and a corporate policy of declining to engage with U.S. courts. Charter App. 25a; Altrad App. 20a. But the perceived merits of claims against a company do not determine who may state the company's position. Otherwise, a forum could treat the company's assertion of a disputed defense as the reason to install someone who would abandon it.

The English cases illustrate the circularity. *Adams* held that "the right to use a corporate structure" so that liability for future activities "will fall on another member of the group rather than the defendant company" is, "[w]hether or not this is desirable, . . . inherent in our corporate law." 1 Ch 433, 544. It also recognized that directors who correctly concluded their company was not present in a foreign forum could "safely ignore the proceedings so far as concerns the assets of the corporation within the jurisdiction of our courts." *Id.* at 560. The English court reviewing this receivership therefore rejected the characterization of CIHL's reliance on a jurisdictional defense as moral fraud and described the receiver's pursuit of third-party claims as a collateral attack on *Adams*. *Altrad* ¶¶ 46, 83–84.

TheCityUK takes no position on the underlying historical conduct and does not contend that lawful incorporation excuses fraud. Its point is narrower:

"moral fraud" is not a rule for identifying the persons authorized to bind an English company. South Carolina used CIHL's structure and nonappearance to justify placing its litigation decisions with a receiver. That reasoning converted the disputed merits and jurisdictional defenses into a basis for displacing the decisionmaker entitled to assert them. *See* Charter Pet. 33.

II. APPOINTMENT DID NOT ITSELF TRANSFER THE CORPORATE AUTHORITY OF A COMPANY CHARTERED ELSEWHERE.

A. American Law Distinguishes a Receiver's Appointment From His Authority to Displace a Foreign Corporation's Board.

For more than a century and a half, this Court has held that a receiver "has no extra-territorial power of official action; none which the court appointing him can confer." *Booth*, 58 U.S. (17 How.) at 338. A receiver's "functions and authority . . . are confined to the jurisdiction in which he was appointed," and any enlargement "must come from legislation and not from judicial action." *Sterrett v. Second National Bank*, 248 U.S. 73, 76–77 (1918). American law historically supplied an additional mechanism: "an application for an ancillary receivership in a foreign jurisdiction." *Id.* at 77. And where this Court gave effect to an officer's authority beyond the appointing forum, that authority derived from the law of the corporation's State of incorporation. *See Relfe v. Rundle*, 103 U.S. 222, 225–26 (1881); *Clark v. Williard*, 292 U.S. 112, 121 (1934).

Under those authorities, appointment by one court is not a self-executing source of authority to displace the board of directors of a corporation chartered elsewhere. That distinction matters because the receiver did not merely seek to reach property or resolve claims. He purported to become the legal actor through whom an English company accepted service, made admissions, and asserted claims.

The Third Circuit recently applied that distinction to this same receiver. Under "settled choice-of-law principles," he "needed to move for—and be granted—recognition in New Jersey and the appointment of an ancillary receiver to displace Whittaker's board's control." *In re Whittaker, Clark & Daniels, Inc.*, 176 F.4th 241, 257 (3d Cir. 2026), *petitions for cert. filed*, No. 26-159 (U.S. July 24, 2026), No. 26-263 (U.S. Aug. 25, 2026). He "did not do so." *Id.* The reason was structural: "[t]he state of incorporation . . . enjoys exclusive authority to govern the internal affairs of its corporations." *Id.* at 259. The same receiver's authority is at issue in the *Whittaker* petitions. Altrad Pet. 14.

South Carolina reasoned in a related case that *Booth* had been "supplanted by various federal statutes and rules," including 28 U.S.C. § 754. *Welch v. Advance Auto Parts, Inc.*, 445 S.C. 640, 662 (2025), *cert. denied sub nom. Atlas Turner, Inc. v. Welch*, 146 S. Ct. 1497 (2026). But Section 754 addresses a federal receiver's reach over property in multiple federal districts, subject to specified filings. It does not authorize a state receiver to displace the board of a corporation chartered elsewhere. A court's authority to manage proceedings before it or reach property

within its lawful jurisdiction does not itself identify who may accept service, make admissions, or bring claims for an English company.

B. English Law Recognizes Foreign Office-Holders on Principled Terms, but This Appointment Could Not Satisfy Them.

English law does not automatically reject a receiver because a foreign court appointed him. It applies a connection-based recognition inquiry. An English court must "be satisfied of a sufficient connection between the defendant and the jurisdiction in which the foreign receiver was appointed to justify recognition of the foreign court's order, on English conflict principles, as having effect outside such jurisdiction." *Mann I* ¶ 94 (quoting *Schemmer v Property Resources Ltd* [1975] 1 Ch 273, 287).

That inquiry allows English courts to respect a foreign appointment when the necessary legal connection exists. Where the foreign court is jurisdictionally competent under English private-international-law principles and no general conflict-of-laws rule precludes recognition, "comity requires recognition to be afforded." *Mann I* ¶ 96 (quoting Lightman & Moss, *The Law of Administrators and Receivers of Companies* ¶¶ 30–32 to 30–33 (6th ed.)).

Recognition is not merely procedural. It prevents multiple persons from claiming authority over the same corporation. As *Schemmer* explained, recognizing a foreign receiver without the necessary jurisdictional connection "might produce a

multiplicity of claims, and confusing and unnecessary questions of competing priorities." *Mann I* ¶ 95 (quoting *Schemmer*, 1 Ch 273); *cf. Edgar*, 457 U.S. at 645 ("conflicting demands").

The English decisions thus rejected *this* appointment, not foreign office-holders categorically. The English court held that the receivership "would not, should not and could not be recognised" in England because CIHL lacked the required connection to South Carolina. *Mann I* ¶ 98. CIHL was incorporated in England, its board was legitimate, *id.* ¶ 120, and the circumstances underlying *Adams*'s conclusion that CIHL lacked a U.S. presence had not materially changed, *id.* ¶ 98. The appointment of the receivership also was "not a collective judicial or administrative proceeding" eligible for recognition under the UK's implementation of the Cross-Border Insolvency Regulation of 2006. *Id.* ¶ 99. The receiver therefore "could no more get recognition of his office under those Regulations than he could under the general law." *Id.*

The receiver never sought recognition in England. Charter Pet. 22. The High Court instead made what it called "a decision at a higher level": the receivership "is not capable of recognition in this jurisdiction with the consequence that the receiver's acts should not be recognised for English law purposes." *Mann I* ¶ 100. Its order declared that the receivership "is not recognised and has no legal effect in England and Wales and worldwide" and that "[t]he rights and duties of the directors of CIHL remain unaffected." *Mann II* ¶ 13 (*Mann I* ¶ 118).

The English courts have since reaffirmed those conclusions. They held that the receiver had no authority to act for or bind CIHL, accept service in its name, or pursue CIHL's claims. *See Altrad* ¶¶ 39, 93, 97. They also held that he committed a tort by purporting to act as CIHL's agent without authority. *Mann I* ¶ 112; *Mann II* ¶ 23(ii). The English court concluded that the appointment "ought not to be recognised by any jurisdiction which accepts that the management and affairs of CIHL ought to be exclusively in the hands of the English board." *Mann I* ¶ 115(a).

The English orders operated against the receiver and established the legal status of his appointment and conduct under English law. They did not purport to review the South Carolina order or themselves determine the constitutional effect of the South Carolina order. The English court emphasized that "[t]he jurisdiction of the South Carolina court, is, of course, to be respected, and no disrespect is intended," and that it was "not part of [his] function to sit as some sort of appellate court." *Mann I* ¶¶ 6, 137. In the *Altrad* decision, the English court likewise explained that English courts, "like the US courts[,] place an extremely high value on comity," while describing the South Carolina order as "exorbitant in nature." *Altrad* ¶¶ 72, 99(i).

The important point is narrower. The law that created CIHL and continues to govern its internal affairs recognizes the English board, not the receiver, as possessing authority to act for the company. South Carolina claims authority to permit the receiver to exercise those powers within its proceedings. The

petitions ask this Court to determine the federal limits on that assertion of authority.

III. THE RESULTING DIVISION OF CORPORATE AUTHORITY CREATES PRESENT COMMERCIAL AND COMITY HARMS.

The commercial harm arises from divided authority, not merely from the possibility of an adverse judgment. The director of CIHL argued that the receivership created "potentially two centres of power" and corresponding "confusion as to who has the power to do what." *Mann I* ¶ 113(a). The resulting uncertainty extended to ordinary corporate acts, including signing company accounts, executing documents, and buying and selling assets. *Id.* The English court found those risks "real and not fanciful" and their potential consequences "serious." *Id.* ¶ 114.

Those findings illustrate why the law ordinarily identifies who may bind a company. As this Court has explained, the markets facilitating "national and international participation" in corporate ownership depend "at [their] core" on the fact that a corporation ordinarily is organized under and governed by the law of a single jurisdiction. *CTS*, 481 U.S. at 90. That principle does practical work. A company can assess and resolve litigation exposure only if it knows who controls its response and whose commitments bind it. Here, CIHL's board and the receiver each claim authority over the company's position concerning the same assets and claims.

First, CIHL's directors face incompatible legal responsibilities. English law requires them to act within their powers, exercise independent judgment, promote the company's success, and exercise reasonable care. Companies Act 2006, Ss. 171–174. The unrecognized receivership does not relieve them of those duties. The English orders instead declare that the directors' rights and duties "remain unaffected" and restrain the receiver from "appropriating, interfering with or usurping" their lawful exercise. *Mann II* ¶ 13 (quoting Order of Nov. *Mann I* ¶ 118).

South Carolina, however, authorizes the receiver to administer CIHL's assets, accept service in its name, engage counsel for it, and take steps purportedly necessary to protect its interests. Charter App. 27a. Protecting the company against acts that English law treats as unauthorized can then produce adverse consequences in South Carolina. The decision below treated a director's instruction to Lloyd's not to obey the receiver's subpoena, given in light of the English injunction, as evidence of "moral fraud." Charter App. 25a–26a.

The board thus remains legally responsible under English law while South Carolina authorizes another person to exercise the powers needed to discharge those responsibilities. The directors cannot simply surrender to the receiver in South Carolina without disregarding the authority and obligations English law continues to assign them. Nor can they exercise that authority without risking conflict with the receiver and the South Carolina court.

Second, divided authority affects financing and ordinary commercial relationships before any judgment on liability. CIHL submitted evidence that appointment of the receiver could constitute an event of default under arrangements affecting £160 million of intercompany financing. *Mann I* ¶ 113(b). Suppliers could tighten payment terms to protect against a perceived insolvency risk, disrupting expected cash flows. *Id.* ¶ 113(g). The uncertainty could also impair staff recruitment and retention and threaten CIHL's ability to fund a court-sanctioned scheme protecting asbestos claimants. *Id.* ¶ 113(h)–(i). These were not speculative assertions. The English court accepted the evidence and found the risks "real and not fanciful." *Id.* ¶ 114.

The uncertainty extends to transactions touching the assets and claims within the receivership. Lenders and counterparties must know who may execute documents, authorize a settlement, release a claim, provide litigation representations, or direct the use of insurance proceeds. The English court explained that one purpose of its declarations was to reassure "auditors, bankers, lenders and suppliers" that the receiver's claims of authority had no validity as a matter of English law. *Mann II* ¶ 37. That need for judicial reassurance demonstrates the commercial consequences of competing claims to corporate authority.

The acquisition history illustrates the point. An acquisition price is expressly reflected in the English judgments and existing compensation scheme; the receiver nevertheless sued the acquirer and its founder as alleged alter egos. *Altrad* ¶¶ 29, 33. The

English court also found that the receiver's actions threatened the Cape Scheme, an arrangement protecting existing creditors and claimants. *Id.* ¶ 78. If corporate and jurisdictional arrangements recognized by the law governing the target can later be displaced by an unrecognized receiver, purchasers and lenders must account for that risk in pricing and structuring the transaction.

Third, and most concretely, divided authority deprives settlements and releases of dependable finality. The English courts have now addressed the problem from both directions.

CIHL's board entered into a settlement compromising the third-party claims asserted in the company's name. *Altrad* ¶ 55. The receiver argued that the board lacked authority because the South Carolina order had displaced it. *Id.* ¶ 88(j). The English court rejected that argument. Because English law governed CIHL's "corporate functions and operation," the South Carolina order was "entirely ineffective" to deprive the board of its authority. *Id.* ¶ 93. The court therefore held that the board-authorized settlement "ha[d] the effect of extinguishing the claims articulated on behalf of CIHL in the Third Party Claim." *Id.* ¶ 97.

But that ruling did not end the receiver's activities in South Carolina. *Mann II* ¶ 7. The receiver instead separately agreed that another third-party defendant would pay him for a release limited to claims brought in South Carolina. *Id.* ¶ 16. The English court concluded that the receiver purported to act for and bind CIHL, despite lacking authority. *Id.*

The settling party did not dispute that the receiver's agreement would not bind CIHL and would have no effect under applicable private-international-law principles. *Mann II* ¶ 40. The court agreed. The settlement would permit a third party to "pay money to a person who has no entitlement (under English law) to demand or receive it." *Id.* As the court put it, the payer was "effectively making a present to the receiver so far as English law [was] concerned." *Id.* ¶ 23(iii).

The result is not merely theoretical uncertainty. Under English law, the board's settlement extinguished CIHL's claims, while the receiver's settlement did not bind CIHL at all. In South Carolina, the receiver remains authorized to pursue claims the board has released and to offer releases that English law does not recognize. A counterparty therefore cannot be assured that payment to the receiver will extinguish its obligations to CIHL. Conversely, a counterparty relying on a board-authorized release may remain exposed to claims pursued in CIHL's name by the receiver.

That uncertainty strikes at the practical value of corporate authority. A settlement matters only if the person giving the release can bind the company. A payment produces finality only if the recipient is legally entitled to discharge the obligation. "Predictability is valuable to corporations making business and investment decisions." *Hertz Corp. v. Friend*, 559 U.S. 77, 94 (2010). Divided authority eliminates that predictability.

The same division burdens international comity. England has held that the receiver lacks authority to act for CIHL and has enjoined him from usurping the board's powers. *Mann I* ¶ 118. South Carolina continues to authorize him to accept service, conduct litigation, make admissions, and pursue settlements in CIHL's name. Altrad App. 84a–90a; *see id.* at 1a–30a. Each jurisdiction may determine the effect of foreign orders under its own law. But recurring, irreconcilable assertions of authority over the same corporate actor impair the reciprocal recognition and commercial cooperation on which cross-border business depends.

This Court has recognized the "risks to international comity" created by expansive assertions of authority over foreign corporations, including impediments to reciprocal recognition and enforcement of judgments. *Daimler AG v. Bauman*, 571 U.S. 117, 141–42 (2014). The Nation also has a substantial interest in "speaking with one voice" in commercial relations with foreign governments. *Japan Line, Ltd. v. County of Los Angeles*, 441 U.S. 434, 450–51 (1979). The concern here is not speculative diplomatic retaliation. It is the existing reality that acts treated as binding in one jurisdiction are treated as unauthorized in another.

Avoiding those harms requires neither immunity for English companies nor surrender of legitimate state-court authority. It requires maintaining the distinction between adjudicating a company's obligations and selecting the person authorized to state the company's position. The decision below erased that distinction. The resulting divided

authority is the commercial harm that TheCityUK asks the Court to address.

IV. THE QUESTION IS RECURRING, PRESENTED NOW, AND WARRANTS THIS COURT'S REVIEW.

This case is not an isolated dispute over one receiver's powers. The same South Carolina trial court has imposed at least 24 receiverships, 16 over out-of-state corporations, including companies organized in Canada and England. Charter Pet. 5, 30. Since the judgment below, the same receiver has again been appointed over CIHL in *Ross v. Ascend Performance Materials Operations LLC* to "wholly administrate" its "insurance assets and beneficial legal claims" following judgment. *Id.* at 30 (citing *Ross*, No. 2024-CP-40-03710 (S.C. Ct. C.P. Aug. 11, 2026)).

The significance lies not in the number of appointments alone, but their repeatable rationale. A court may characterize insurance rights or legal claims as assets and then authorize a receiver to make the corporate decisions needed to pursue them. Nothing in that rationale confines it to CIHL, asbestos claims, or South Carolina. If one State may install a receiver to speak for a foreign corporation, "so may other States." *Edgar*, 457 U.S. at 642 (plurality opinion); *see* Charter Pet. 33. Multiple receivers could then claim authority to accept service, make admissions, pursue claims, and settle in the name of the same company, each serving claimants in a different forum. That is the very prospect of

conflicting commands that internal-affairs and recognition principles seek to prevent.

Other courts have already confronted the same problem. In *Whittaker*, the same receiver claimed that his South Carolina appointment displaced the board of a New Jersey corporation and prevented the corporation from filing for bankruptcy. 176 F.4th at 259. The Third Circuit rejected that claim because he had not obtained recognition and appointment as an ancillary receiver in New Jersey. *Id.* at 257. Courts in Canada and Texas have likewise confronted South Carolina appointments purporting to operate against corporations formed elsewhere. *See* Charter Pet. 31–33; *Nat'l Union Fire Ins. Co. of Pittsburgh v. Payne & Keller Co.*, 731 S.W.3d 58 (Tex. App. 2026). The recurring problem is structural: a local court purports to assign its receiver powers that the law of the corporation's formation assigns to someone else.

The conflict is also present now. The receiver has accepted service, answered for CIHL, made admissions, pursued alter-ego claims, sought information from London-market participants, and entered into settlements purporting to resolve claims in CIHL's name. Charter Pet. 6–7; Altrad App. 20a; *Mann II* ¶ 16. Each decision further displaces the board that English law recognizes as entitled to make it.

Later merits proceedings cannot cure that injury. Even a subsequent victory on liability would not restore the board's control over pleadings already filed, admissions already made, claims already asserted, settlements already reached, or funds

received by the receiver. The asserted injury is not simply exposure to a money judgment. It is the present transfer of CIHL's corporate voice while the litigation proceeds.

This Court need not decide that every receiver must obtain recognition before collecting property, that ordinary local receiverships are invalid, or that every departure from internal-affairs principles violates the Constitution. The question is whether South Carolina may authorize its receiver to accept service, control litigation, make admissions, assert claims, and enter settlements for an English company when the law of incorporation continues to vest those powers in the board and refuses to recognize the appointment. That question precedes the merits of CIHL's liabilities and the receiver's third-party claims.

The South Carolina Supreme Court has finally resolved that federal question. It rejected the Dormant Commerce Clause objection and dismissed concerns about international friction as a "far-fetched international crisis." Charter App. 45a, 48a–49a; Altrad App. 98a, 101a. It likewise declined to give the English decisions controlling effect. Altrad App. 12a–18a; Altrad Pet. 8–9. That determination governs the receiver's authority throughout the remaining proceedings. Further litigation on liability will not reopen whether the receiver may speak for CIHL.

The English courts, meanwhile, have reached the opposite conclusion concerning the receiver's status under the law governing CIHL. They have held that his appointment is not recognized, that the board's

authority remains intact, that the receiver's acts do not bind the company, and that CIHL and similarly situated companies will "remain exposed" "[u]nless and until a court rules against Mr Protopapas's techniques." *Mann II* ¶¶ 13, 36. Further proceedings on liability will not reconcile those opposing determinations of corporate authority.

The Court's earlier denial of certiorari in *Welch* does not counsel against review here. *Welch* did not present the sovereign conflict and developed English-law record now before the Court. These petitions concern an English company whose chartering jurisdiction has adjudicated the receiver's status, held the appointment incapable of recognition, preserved the board's authority, enjoined the receiver from acting for the company, and addressed the validity of competing settlements. The Third Circuit has since held that this same receiver required recognition and an ancillary appointment before displacing the board of a corporation chartered in another State. *Whittaker*, 176 F.4th at 257. Those developments sharpen both the legal conflict and its practical consequences.

The judgment below finally determines the federal question presented by these petitions. South Carolina has held that it may authorize the receiver to exercise CIHL's corporate powers notwithstanding objections based on internal affairs, territorial limits, and international conflict. Nothing in the remaining proceedings will disturb that determination. Withholding review would meanwhile allow the receiver to continue making pleadings, admissions,

claims, and settlement decisions in CIHL's name while his authority remains contested.

By the time final review became available, those exercises of corporate authority could not be undone. The case accordingly falls within the class of state-court judgments in which the federal issue has been finally resolved and withholding review would seriously erode the federal interests asserted. *See Cox Broad. Corp. v. Cohn*, 420 U.S. 469, 482–83 (1975); *Mercantile Nat. Bank at Dallas v. Langdeau*, 371 U.S. 555, 558 (1963).

In short: the question is recurring; the conflict is concrete; and the challenged authority is being exercised now.

CONCLUSION

The petitions for writs of certiorari should be granted.

Respectfully submitted,

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