IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF TEXAS,

BEAUMONT DIVISION

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS
RECEIVED
JAN 8 1970
JAMES R. COONEY, CLERK
BY DEPUTY
EASTERN DIST. OF TEXAS
U.S.

CLARENCE BOREL

VS.

FIBREBOARD PAPER PRODUCTS CORPORATION ET AL

CIVIL ACTION NO. 6449

FILED
U. S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS
JAN 8 1970
JAMES R. COONEY, CLERK
BY DEPUTY Imogene R. Jones

S T I P U L A T I O N

TO THE SAID HONORABLE COURT:

It is hereby stipulated and agreed by and between Clarence Borel, plaintiff herein, by and through his undersigned attorney of record, and National Surety Corporation, intervenor, by and through its undersigned attorney of record, as follows:

1

That National Surety Corporation was the workmen's compensation insurance carrier for Fuller-Austin Insulation Company on or about January 17, 1969; that on said date said plaintiff, Clarence Borel, while in the course and scope of his employment for Fuller-Austin Insulation Company, sustained the personal injuries described in his trial pleading on file herein; that by reason of said injuries, in accordance with the Workmen's Compensation Law of the State of Texas, intervenor made workmen's compensation payments by way of compromise settlement agreement, June 4, 1969, to plaintiff, Clarence Borel, in the sum of $8,000.00, and in addition thereto paid the further sum of $5,081.10 for medical and hospital expenses of the said Clarence Borel, for a total of $13,081.10.

2

That, in the event plaintiff, Clarence Borel, upon a trial hereof shall be entitled to recover, or recovers a



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money judgment against the defendant herein, the intervenor, National Surety Corporation, shall be awarded out of the first moneys payable to plaintiff, Clarence Borel, thereunder the sum of $13,081.10 in accordance with and as provided in Section 6A of Article 8307 of Texas Revised Civil Statutes.

3

It is further stipulated that the matter of reasonable attorney fee for filing and prosecuting the petition in intervention in the United States District Court will be submitted to the presiding judge at the time of submission of this cause to the jury, and that in the event of trial to final judgment intervenor shall be entitled to have and recover such reasonable attorney fees as the judge may set, and such will be in addition to the amounts heretofore paid out and the amount of the attorney's fee shall likewise be set aside and decreed to intervenor prior to any recovery that may be decreed in favor of plaintiff and against said defendants, but only in the event a final judgment is rendered in favor of plaintiff, Clarence Borel, and against said defendants, Fibreboard Paper Products Corporation et al.

4

That this stipulation, which pertains only to trial to final judgment, and not to any settlement made prior to final judgment, is made out of the presence of the jury; that the matters agreed upon herein are not to be referred to or alluded to, either directly or indirectly, in the presence of a jury panel or the jury selected in this cause, and that this


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stipulation shall be filed with and constitutes a part of the record in this cause.

Ward Stephenson, Attorney for Clarence Borel

George E. Murphy, Attorney for Intervenor, National Surety Corporation



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# S T I P U L A T I O N

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