IN THE UNITED STATES DISTRICT COURT

IN AND FOR THE EASTERN DISTRICT OF TEXAS

BEAUMONT DIVISION

FILED
M. September 28 1971
James R. Cooney, Clerk, U. S. Court
By Hazel E. Stoddard DEPUTY

CLARENCE BOREL §

VS. §

FIBREBOARD PAPER PRODUCTS CORPORATION, ET AL § CIVIL ACTION 6449

STIPULATION

Plaintiffs and defendants, acting herein through their attorneys of record, with the approval of the Court, enter into the following stipulation and agreement:

1.

In consideration of the payments hereinafter set forth, the plaintiff and the intervenor, National Surety Corporation, have compromised, settled and will release four of the original defendants, to wit, Owens-Corning Fiberglas Corporation, Standard Asbestos Manufacturing & Insulating Company, Unarco Industries, Inc., and Eagle-Picher Industries, Inc., reserving all claims and causes of action asserted against the remaining defendants. The sums paid as agreed to be paid to plaintiff and intervenor are as follows:

By Owens-Corning Fiberglas Corporation, $4,225.55 to Thelma Freida Borel and National Surety Company, apportioned as follows: $3,000.00 to Thelma Freida Borel and $1,225.55 to National Surety Company.

By Standard Asbestos Manufacturing & Insulating Company, $4,225.55 to Thelma Freida Borel and National Surety Company, apportioned as follows: $3,000.00 to Thelma Freida Borel and $1,225.55 to National Surety Company.

By Unarco Industries, Inc., $6,225.55 to Thelma Freida Borel and National Surety Company, apportioned as follows: $5,000.00 to Thelma Freida Borel and $1,225.55 to National Surety Company.

By Eagle-Picher Industries, Inc., $6,225.55 to Thelma Freida Borel and National Surety Company, apportioned as follows: $5,000.00 to Thelma Freida Borel and $1,225.55 to National Surety Company.

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A true copy of release and interlocutory judgment with respect to the compromise and settlement made with Owens-Corning Fiberglas Corporation is attached. It is stipulated that the releases and interlocutory judgments with respect to the other compromises and settlements contain identical provisions.

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Corporation

GEORGE A. WELLER
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Beaumont, Texas
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Fibreboard Paper Products
Corporation

BY: _____
For All Defendants

The foregoing stipulation having been duly signed by the attorneys for the plaintiff and defendants, and having been submitted to the Court, the same is hereby approved and ordered filed.

SIGNED AND ENTERED this 28th day of September, 1971.

_____
Judge Presiding

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

CLARENCE BOREL,
PLAINTIFF

VS.

FIBREBOARD PAPER
PRODUCTS CORPORATION,
ET AL, DEFENDANTS

CIVIL ACTION NO. 4449

INTERLOCUTORY JUDGMENT

BE IT REMEMBERED that in the above styled and numbered cause, it was made known to the Court that the defendant, Owens-Corning Fiberglas Corporation, had entered into a final compromise and settlement of all claims and causes of action asserted against it by Thelma Fredda Borel, a widow, as well as having disposed of the claim asserted in the intervention of the National Surety Corporation, under the terms of which Owens-Corning Fiberglas Corporation paid Forty-Two Hundred Twenty-Five and 55/100 ($4,225.55) Dollars to Thelma Fredda Borel and her attorney, Ward Stephenson, out of which National Surety Corporation received the sum of Twelve Hundred Twenty-Five and 55/100 ($1,225.55) Dollars, and in consideration of such payment Thelma Fredda Borel fully and finally released said defendant, Owens-Corning Fiberglas Corporation, reserving, however, all of her claims and causes of action against the defendants, Standard Asbestos Manufacturing and Insulating Company, Armstrong Cork Company, Ruberoid Company, Philip Carey Corporation, Unarco Industries, Inc., Pittsburgh Corning Corporation, Eagle-Picher Industries, Inc., Johns-Manville Products Corporation, Combustion Engineering, Inc., and Fibreboard Paper Products Corporation, and others, who did not participate in or contribute to such settlement; and it appearing

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to the Court that said defendant, Owens-Corning Fiberglas Corporation, has finally discharged any and all claims which were or might be asserted against it, including the claims asserted by way of intervention and cross-action, and the Court having determined that said defendant, Owens-Corning Fiberglas Corporation, should be in all things dismissed from this suit, both as to plaintiff's cause of action and the cause of action asserted by National Surety Corporation by way of intervention, and that the suit and claim of Thelma Freida Borel, a widow, and National Surety Corporation should continue against Standard Asbestos Manufacturing and Insulating Company, Armstrong Cork Company, Ruberoid Company, Philip Carey Corporation, Unarco Industries, Inc., Pittsburgh Corning Corporation, Eagle-Picher Industries, Inc., Johns-Manville Products Corporation, Combustion Engineering, Inc., and Fibreboard Paper Products Corporation, and others, alone:

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the suit and claim of Thelma Freida Borel, plaintiff, and the claim of National Surety Corporation, againstthe defendant, Owens-Corning Fiberglas Corporation, be and the same is hereby, in all things, dismissed.

This judgment is entered as an interlocutory judgment and will not be final until final judgment is entered on the remainder of the case.

SIGNED and ENTERED as an interlocutory judgment this 2nd day of FEBRUARY, 1971.

/s/ JOE J FISHER
Chief Judge, United States District Court

APPROVED AND AGREED TO:

Attorney for Plaintiff, Thelma Freida Borel, a widow

Attorney for Owens-Corning Fiberglas Corporation

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THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

WHEREAS, Thelma Freida Borel, in her own right and as the surviving widow of Clarence Borel, deceased, has alleged that the said Clarence Borel sustained severe and permanent injuries resulting in his subsequent death as a result of working with and exposure to various insulating materials and products manufactured, sold or distributed by Armstrong Cork Company, Ruberoid Company, Standard Asbestos Manufacturing and Insulating Company, Philip Carey Corporation, Unarco Industries, Inc., Pittsburgh Corning Corporation, Eagle-Picher Industries, Inc., Owens-Corning Fiberglas Corporation, Johns-Manville Products Corporation, Combustion Engineering, Inc., and Fibreboard Paper Products Corporation, and others, and the said Thelma Freida Borel, as plaintiff, instituted Civil Action No. 6449, United States District Court, Eastern District of Texas, Beaumont Division, to recover for her damages, injuries and expenses as a result of said severe and permanent injuries and subsequent death of her husband, Clarence Borel; and

WHEREAS, the National Surety Corporation has intervened in said suit, asserting a subrogation claim on account of benefits paid to and for the benefit of the said Clarence Borel, plus attorneys' fees; and

WHEREAS, in order to avoid the further time and expense of investigation and litigation, the defendant, Owens-Corning Fiberglas Corporation, desires to enter into a final compromise and settlement of all claims which the said Thelma Freida Borel now has or may have against it, reserving, however, unto the said Thelma Freida Borel, her heirs and assigns, any and every claim, demand, damage and cause of action which she now has or might have against

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the defendants, Standard Asbestos Manufacturing and Insulating Company, Armstrong Cork Company, Ruberoid Company, Philip Carey Corporation, Unarco Industries, Inc., Pittsburgh Corning Corporation, Eagle-Picher Industries, Inc., Johns-Manville Products Corporation, Combustion Engineering, Inc., and Fibreboard Paper Products Corporation, and others who do not participate in and who are not parties to this agreement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, Thelma Freida Borel, a widow, joined herein by my attorney, Ward Stephenson, for and in consideration of the sum of Forty-Two Hundred Twenty-Five and 55/100 ($4,225.55) Dollars cash in hand paid by Owens-Corning Fiberglas Corporation, do give unto said defendant, its successors, receivers and assigns, a full, final and complete release, quitclaim and dischargeof and from said suit, as well as any and every character of claim, demand, damage, cause of action and expense that I now have or might have against it, and in consideration of said payment, I do here and now acknowledge that said suit as against said defendant, as well as all of my claims, demands, damages, causes of action and expenses already accrued, or which might arise in the future, are in all things fully and finally compromised, settled and released, except this does not constitute a release of said suit or any claim, demand, damage, cause of action or expense that I or my heirs now have or might have against the said Standard Asbestos Manufacturing and Insulating Company, Armstrong Cork Company, Ruberoid Company, Philip Carey Corporation, Unarco Industries, Inc., Pittsburgh Corning Corporation, Eagle-Picher Industries, Inc., Johns-Manville Products Corporation, Combustion Engineering, Inc., and Fibreboard Paper Products

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Corporation, and others, their successors, receivers and assigns, and all claims, demands, damages, causes of action and expenses which I have or might have against the said Standard Asbestos Manufacturing and Insulating Company, Armstrong Cork Company, Ruberoid Company, Philip Carey Corporation, Unarco Industries, Inc., Pittsburgh Corning Corporation, Eagle-Picher Industries, Inc., Johns-Manville Products Corporation, Combustion Engineering, Inc., and Fibreboard Paper Products Corporation, and others, are here and now in all things specifically reserved.

As full consideration for this settlement and the payments herein set forth, we, the said Thelma Freida Borel and Ward Stephenson, each and both, do agree to forever indemnify and save harmless the said defendant, Owens-Corning Fiberglas Corporation, of and from any and all claims, demands, damages, causes of action or liability, which it or its successors, receivers and assigns might have or which might be asserted against it by the said Standard Asbestos Manufacturing and Insulating Company, Armstrong Cork Company, Ruberoid Company, Philip Carey Corporation, Unarco Industries, Inc., Pittsburgh Corning Corporation, Eagle-Picher Industries, Inc., Johns-Manville Products Corporation, Combustion Engineering, Inc., and Fibreboard Paper Products Corporation, and others, or anyone claiming by, through or under them, as well as by the National Surety Corporation or any other person, firm or corporation, in any manner arising out of or connected with any claim, demand, suit or cause of action, asserted or which might be asserted by or in behalf of the said Thelma Freida Borel, her heirs or assigns, including, but not limited to, any claim or demand which has been or which might be asserted for either indemnity or contribution, express or contractual. It is the intent and purpose of

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this agreement that at no time will the indemnitee herein named be called upon to pay any further sum or incur any further expense by reason of any fact, matter or thing directly or indirectly arising out of or predicated upon any claim, demand, judgment or payment made to the said Thelma Freida Borel, her heirs or assigns.

We fully understand that this is a compromise of a disputed suit and claim and not an admission of liability on the part of the defendant, Owens-Corning Fiberglas Corporation. We further understand and acknowledge that by this release and indemnity agreement the defendant, Owens-Corning Fiberglas Corporation, is to be fully and finally discharged of all further liability, directly or indirectly, and that we and each of us agree to fully indemnify such defendant ofand from any and all further claims or demands, but it is further understood and agreed that nothing herein contained shall operate as a release of any suit, claim, demand, and cause of action that the said Thelma Freida Borel, her heirs or assigns, has or might have against the said Standard Asbestos Manufacturing and Insulating Company, Armstrong Cork Company, Ruberoid Company, Philip Carey Corporation, Unarco Industries, Inc., Pittsburgh Corning Corporation, Eagle-Picher Industries, Inc., Johns-Manville Products Corporation, Combustion Engineering, Inc., and Fibreboard Paper Products Corporation, and others.

WITNESS our hands to this release and indemnity agreement this 1st day of Feb, 1971.

Thelma Freida Borel
Thelma Freida Borel, a widow

Ward Stephenson
Ward Stephenson, Attorney

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THE STATE OF TEXAS §
COUNTY OF ORANGE §

BEFORE ME, the undersigned authority, on this day personally appeared Thelma Freida Borel, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of Feb, A. D. 1971.

Jackie Bean
Notary Public in and for Orange County, Texas

THE STATE OF TEXAS §
COUNTY OF ORANGE §

BEFORE ME, the undersigned authority, on this day personally appeared Ward Stephenson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of Feb, A. D. 1971.

Jackie Bean
Notary Public in and for Orange County, Texas

NATIONAL SURETY CORPORATION, for and in consideration of the payment to it of the sum of $1,225.55 out of the above mentioned sum of $4,225.55, hereby RELEASES Owens-Corning Fiberglas Corporation, retaining its cause of action against all other defendants as listed above.

NATIONAL SURETY CORPORATION
BY: [illegible]
Its Attorney of Record

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