IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF TEXAS

BEAUMONT DIVISION

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

SAMUEL R. POTTER

VS. CIVIL ACTION 6329

FIBREBOARD PAPER PRODUCTS CORPORATION ET AL

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 Samuel R. Potter, plaintiff herein, by and through his undersigned attorney of record, and The Charter Oaks Fire Insurance Company, intervenor, by and through its undersigned attorney of record, as follows:

1

That The Charter Oaks Fire Insurance Company was the workmen's compensation insurance carrier for The Babcock & Wilcox Company on the date said plaintiff, Samuel R. Potter, while in the course and scope of his employment for The Babcock & Wilcox Company, sustained the personal injuries described in his trial pleadings on file herein and made the basis of this suit; that by way of agreed judgment in the District Court of Orange County, Texas, The Charter Oaks Fire Insurance Company did pay to Samuel R. Potter the sum of $7,500.00 as compensation for injuries received by him while in the employ of The Babcock & Wilcox Company, and in addition thereto incurred and paid costs of $117.90.

2

That, in the event plaintiff, Samuel R. Potter, upon

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a trial hereof shall be entitled to recover or recover a money judgment against the defendants herein or receive money in compromise of said claim, the intervenor, The Charter Oaks Fire Insurance Company shall be awarded out of the first moneys payable to the plaintiff, Samuel R. Potter, thereunder the sum of $7,617.90, 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's 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, Samuel R. Potter, and against said defendants, Febreboard Paper Products Corporation et al.

4

That this stipulation, is made out of the presence of the jury; that the matters are agreed upon herein and 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 stipulation shall be filed with and

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constitute a part of the record in this cause.

Ward Stephenson, Attorney for
Samuel R. Potter

George E. Murphy, Attorney for
Intervenor, The Charter Oaks Fire
Insurance Company

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SAMUEL R. POTTER
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S T I P U L A T I O N

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