

SOUTH CAROLINA'S LEADING NEWSPAPER

# Greenville News

Greenville, South Carolina, Wednesday, November 6, 1985

Five sections —

**Schools awarded more than \$1 million**

## Court order enforces asbestos settlement

**By Chris Simmons**

News staff writer

An order handed down Tuesday by U.S. District Judge Billy Wilkins means the Greenville County School District will be awarded "in excess of \$1 million" in reimbursement for asbestos removal, school district attorney Daniel Speights said Tuesday.

Wilkins' order enforces what Speights called "a multimillion dollar" settlement between three asbestos companies and four school districts, including the Greenville district.

The districts agreed to settle out of court on Oct. 31, 1984, with National Gypsum Co., W.R. Grace Co. and United States Gypsum Co., three companies that sold them ceiling materials containing asbestos. The other school districts involved in the settlement are Richland County, Montgomery County, Ala., and

Amelia County, Va.

A six-month period was allowed during which the process would be completed. But by June 1985, it became bogged down, after the asbestos companies continued to demand more information from the districts, Wilkins' order said, and the school districts sought court relief.

However, Greenville County did settle out of court for \$27,000 in the spring of 1984 with U.S. Gypsum Co. for asbestos materials at Mauldin Elementary School.

Wilkins' decision to grant the motion is a major victory for school districts across the country in their fight to recoup money lost in removing asbestos, Speights said.

"It will confirm the confidence of school districts nationwide that might have been shaken by the Spartanburg 7



File photo

**Judge Billy Wilkins**  
handed down order

decision," Speights said. In a recent suit in U.S. District Court in Greenville, Spartanburg County School District 7 lost its attempt to get National Gypsum and United States Gypsum to reimburse it \$284,000 for removal of asbestos from district schools. That case is on appeal

**See Asbestos, Page 11A**

# Asbestos

Continued from Page 1A

to the 4th Circuit Court of Appeals in Richmond, Va.

Speights said the Greenville County suit is one of the first of hundreds of ongoing school asbestos suits to be resolved.

Attorneys for National Gypsum and W.R. Grace said Tuesday they were surprised by Wilkins' order. Barron Grier, South Carolina counsel for W.R. Grace, said the companies probably would appeal the order to the 4th Circuit Court of Appeals.

Ron Goodwin, operations director for the Greenville County district, said Tuesday night the \$3 million used to remove the asbestos from 33 schools was diverted from district renovation and construction funds.

The district will receive less than the full amount spent on removing asbestos as a result of the settlement, Speights said, and the amount won't be known until asbestos removal costs are totaled.

Greenville County and other school districts removed the asbestos materials over the past few years, after federal agencies and the scientific community warned that low-level asbestos exposure to children in schools might be hazardous. Asbestosis, lung cancer and mesothelioma, a cancerous tumor of the abdominal wall, have been linked to high-level asbestos exposure.

Tuesday's ruling granted a June motion to enforce the October 1984 settlement.

The school districts and the asbestos companies agreed to exchange information in an effort to determine which companies had what amount of asbestos in which schools, Wilkins' order said. Evidence presented by the school districts showing the presence of a company's product would be accepted as correct, unless contested by evidence presented by the asbestos companies, the order said.

An agreement also was reached that the asbestos companies would pay the districts a cents-on-the-dollar amount for each dollar in removal costs the districts could verify through receipts.

The asbestos companies were bound by the 1984 agreement, but the school districts could withdraw and go to trial if the final agreement was unacceptable.

10002450. A