

PLAINTIFF'S  
EXHIBIT  
DUP-636



ASBESTOS (2)

DUP 0962000

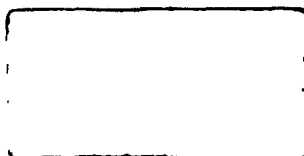
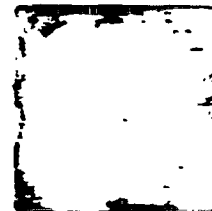
DU 041526

FROM.  
Ext. 46360

R. M. SHEPHERD  
Polymer Products Department  
WT-642

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Back to  
Chris Perry 3/25/80  
for redraft + c/w for  
approvals as indicated.



DUP 0962014

DU 041527

Date:

3/3

To:

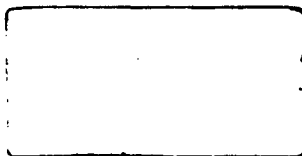
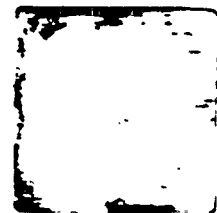
JWR

From:

H. E. SERENBETZ  
Polymer Products Department

Ext. 42846  
WT-642

Re attached,  
Perhaps a standby  
statement would  
be in order. May have  
to step up to return  
[To CLP-3/6]



DUP 0962019

DU 041528

J. T. SMITH  
P P & R Dept.  
Manufacturing Division  
D-12008  
Ext. 44878

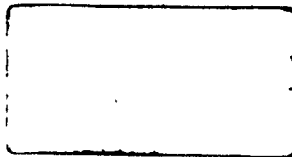
3/2/50

TO:

IES

Anything we  
should do with  
Medical or Legal on  
this.

JTB



DUP 0962020

DU 041529

FROM: -  
Ext. 4305

JTS  
J. C. LEITINGER  
Washington Works

TO: R E. Jackson

Tom Mayle  
retired (disability)  
several months ago.  
He was a machanic  
here.

DUP 0962021

DU 041530

# **\$3.75 Million Suit Accuses 11 Concerns**

By BECKY POTASNIK  
Of The News Staff

Eleven asbestos dealers were named in a \$3.75 million damages suit filed in U.S. District Court by an Ohio couple.

Clayton L. and Delores J. Mayle have taken the action against Johns-Manville Sales Corp., Unarco Industries Inc., GAF Corp., Armstrong Cork Co., Owens-Corning Fiberglas Corp., Pittsburgh Corning Corp., The Celotex Corp., Keene Corp., Rock Wool Manufacturing Co. Inc., H.K. Porter Co. Inc., and Raybestos-Manhattan Inc.

According to the suit, Mayle was employed as an asbestos insulation mechanic who, during the eight years of his work, was exposed to asbestos. He developed asbestosis, a lung disease occurring in persons who inhale asbestos or asbestos-like material.

In addition, the suit charges that Mayle suffered damages to the lungs, respiratory system and skin.

The plaintiffs charge that all the defendants failed to advise him of the danger of asbestos. They charge that the defendants failed to advise Mayle as to what apparel he should wear while working with the fiber, placed no danger warnings on the material, and had no safety plan for workers handling it.

In addition, the suit charges that the defendants breached an implied warranty that the product was "of good and merchantable quality and fit for its particular intended use," in that "certain harmful, poisonous and deleterious matter was given off into the atmosphere" where Mayle worked.

Mayle is permanently disabled, "caused by the gross negligence, omission, conscious indifference, willful and wanton misconduct and utter disregard for the welfare of said plaintiff," the suit states.

The defendants "ignored scientific data available to them, which indicated that their asbestos and asbestos insulation material were harmful and deadly to the mechanic who came in contact with said materials," the complaint charged.

The scientific data, the complaint said, has been in the possession of the defendants since 1929, yet they "conspired to deprive the public, particularly the users and installers of the defendants' products containing asbestos, the medical and scientific data."

Mrs. Mayle is asking for \$250,000 of the settlement for permanent loss of consortium.

*Mayle was shocked with a serious disorder. He claimed asbestos workers, did not confirm. He claimed asbestos workers, did not confirm. He claimed asbestos workers, did not confirm.*

*He has filed for Workmen's Compensation. Bower feels a stand by statement would be in order. Also would like something about asbestos generally.*

DUP 0962022