NO. A-13,916

CLAUDE J. TOMPLAIT

VS.

QUEEN INSURANCE COMPANY OF AMERICA

JUDGMENT

FILED

26 Day of May 1966

at 9:45 A

ETHEL BURTON

District Court, Orange County, Texas

By Doug Ham Deputy

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COMPARED

ORGAIN, BELL & TUCKER

ATTORNEYS AT LAW

BEAUMONT, TEXAS

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NO. A-13,916

CLAUDE J. TOMPLAIT	I	IN THE DISTRICT COURT OF
	I	
VS.		ORANGE COUNTY, TEXAS
	I	
QUEEN INSURANCE COMPANY OF AMERICA	I	128TH JUDICIAL DISTRICT

JUDGMENT

BE IT REMEMBERED that in the above styled and numbered cause, at an agreed setting thereof, came the parties in person, and by and through their attorneys, and announced ready for trial; and a jury having been by all parties expressly waived, the matters of fact, as well as those of law, were thereupon submitted to the court; and the court having heard the pleadings, the evidence offered and the argument of counsel; and it appearing to the court, and the court having found, that the accident and incapacity involved in this suit and controversy was sustained in the course of employment by Claude J. Tomplait, Employee, with The Aber Company, Employer, which injury and incapacity the court finds was sustained at some time while employed by The Aber Company; and it further appearing to the court, and the court having found that all jurisdictional matters had been complied with in accordance with requirements of the law, and the Industrial Accident Board of the State of Texas having jurisdiction of said claim, made and entered its final ruling, order and award in said claim and that thereafter, within the time allowed by law, notice of appeal was given and this suit was instituted; and it appearing to the court, and the court having found, that said injuries and incapacity occurred in the county in which this suit is pending; and this court having determined that it has jurisdiction herein to render a final and binding judgment fully and finally determining all claims and all controversies between the parties;

It is, therefore, ORDERED, ADJUDGED and DECREED by the court that the final order, ruling and award of the Industrial Accident Board of the State of

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Texas, entered in such claim on December 18, 1962, being numbered W 67299, and there styled Claude J. Tomplait, Employee, vs. The Aber Company, Employer, and Queen Insurance Company of America, Insurer, be in all things vacated, set aside and held for naught, except insofar as the making and rendition of said final ruling, order and award was and is necessary to prevent said Industrial Accident Board of the State of Texas from again passing upon, vacating, modifying and determining said claim or any rights thereunder.

And thereafter it was announced to the court that the parties had agreed to a settlement of all controversies and suits, subject to the approval of the court, said settlement to be incorporated in a judgment whereby the plaintiff and plaintiff's attorney should recover of and from the said defendant the total sum of ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00), in full, final and complete payment of any and all claims for compensation which are asserted or that could be asserted by plaintiff as a result of or in any way in connection with the injury, disease, or conditions arising or existing while employed by The Aber Company, and involved in this suit, and likewise in full and final compromise, settlement and satisfaction of any and all claims that said plaintiff has or may have in the future under the Workmen's Compensation Law of Texas, for medical aid, hospital services, nursing, chiropractic services, rehabilitation, medicines, prosthetic appliances or other benefits of any kind or character, arising or accruing by reason of the injury, disease or condition arising while employed by The Aber Company, made the basis of this suit; and the court finds that such sum fairly and fully compensates plaintiff and all claiming by, through, and under plaintiff, for any and all compensation and for any and all medical, surgical, hospital and other aforesaid benefits both past, present, and future as a result of the injury in question.

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And it further appearing that plaintiff and plaintiff's attorney had agreed upon an attorney's fee to be paid out of the amount of said settlement for his services in the matter; and it appearing that the said thirty per cent is a just and reasonable attorney's fee and in keeping with the services performed by said attorney and that the plaintiff had received advantages and benefits by and through such representation and that said fee is fair and reasonable, and that such services rendered by said attorney were necessary; and,

The court after hearing the evidence having found the entire settlement fair and reasonable and having approved such settlement and the division of the proceeds between the plaintiff and his attorneys;

It is, therefore, ORDERED, ADJUDGED and DECREED by the court that the said plaintiff do have and recover of and from the defendant in a lump sum the sum of ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00), in full satisfaction of all claims for compensation, which are asserted or that could be asserted now or in the future by plaintiff as a result of or in any way in connection with the injury, disease and conditions arising or existing while employed by The Aber Company, and alleged in this suit, and it is further ORDERED, ADJUDGED and DECREED by the court that the said employer and the defendant, their assigns, agents and representatives, be and they are hereby declared to be fully, finally and forever acquitted and discharged of and from all liability for workmen's compensation (including but not limited to medical aid, hospital services, nursing, chiropractic services, rehabilitation, medicines, prosthetic appliances) and from any other claims or causes of action arising or that might arise in the future by reason of said injury, disease and conditions arising or existing while employed by The Aber Company, and all

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effects thereof; and it is further decreed that all benefits of every kind and character accruing or to accrue to said plaintiff under the Workmen's Compensation Law of Texas by reason of such injury, disease and conditions arising or existing while employed by The Aber Company, are in all things fully and finally compromised, settled, paid and satisfied.

It is further ORDERED that said sum of $1,500.00 is to be divided, and of said sum seventy per cent (70%) is to be paid to Claude J. Tomplait, and thirty per cent (30%) to plaintiff's attorney.

It further appearing to the court that prior to the signing and entry of this judgment, the full amount of this judgment has been fully and finally paid as provided in this judgment;

It is further ORDERED, ADJUDGED and DECREED that no execution shall issue herein for the amount of this judgment or any part thereof, except as to costs of court, and that except as to costs of court this judgment shall stand in all things fully and finally paid, satisfied, extinguished and released.

It is further ORDERED, ADJUDGED and DECREED by the court that the defendant pay the costs of court herein, for which let execution issue, if required, as often as may be necessary.

It is further ORDERED that as the plaintiff paid a jury fee deposit of $5.00 in this cause and as this cause was settled without the use of a jury such fee shall be refunded the plaintiff, the clerk is hereby ORDERED to refund such deposit to the plaintiff from the jury fund.

SIGNED this the 26th day of May, A. D., 1966.

James N. Neff
JUDGE PRESIDING

APPROVED:

Ward Wyman
Attorney for Plaintiff

Plaintiff

ORGAIN, BELL & TUCKER

By Clerk Johnson
Attorney for Defendant

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THE STATE OF TEXAS I
COUNTY OF ORANGE I

I, JOY HAM, District Clerk of Orange County, Texas, do hereby certify that the foregoing is a true and correct microfilmed copy of the Case Papers, Orders and Judgments of the 128th Judicial District Court, 163rd Judicial District Court and the County Court at Law Sitting as a Domestic Relations Court of Orange County, Texas; said records having been microfilmed under the personal supervision of JOY HAM, District Clerk of Orange County, Texas.

GIVEN under my hand and seal of office this _____ day of 3-28-78 A. D., 19 78.

Joy Ham
JOY HAM, DISTRICT CLERK

I certify that I personally microfilmed the above records.

Colleen Gray
Deputy District Clerk

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