JGT:DFG - 3/24/69

IN THE UNITED STATES DISTRICT COURT

IN AND FOR THE EASTERN DISTRICT OF TEXAS

BEAUMONT DIVISION

FILED
MAR 25 1969
James R. Cooney, Clerk, U. S. Court
By Virginia K. Price DEPUTY

CLAUDE J. TOMPLAIT, Plaintiff	§	
	§	
vs.		CIVIL ACTION 5402
	§	
COMBUSTION ENGINEERING, INC., ET AL, Defendants	§	

MOTION FOR JUDGMENT

COME NOW all defendants, cross-plaintiffs and intervenors, with the exception of Fibreboard Paper Products Corporation, and show unto the Court:

1.

That the plaintiff, Claude J. Tomplait, has entered into a final compromise settlement agreement, releasing all defendants with the exception of Fibreboard Paper Products Corporation, against whom all of his claims and causes of action are reserved.

2.

Attached hereto is a proposed judgment to be entered disposing of all claims and causes of action, including all cross-actions and counterclaims, with the exception of the claim which Claude J. Tomplait has reserved against Fibreboard Paper Products Company.

3.

These defendants who have effected such final compromise and settlement show unto the Court that they are no longer necessary or proper parties to this suit or to any counterclaim or cross-action herein, and respectfully request the Court to enter judgment that the plaintiff, Claude J. Tomplait, recover nothing against them and that all counterclaims and cross-actions be dismissed.

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4.

Plaintiff, Claude J. Tomplait, joins in the foregoing motion and requests that judgment be entered in accordance therewith, which judgment has been approved by his attorney.

COMBUSTION ENGINEERING, INC.
AND R & I REFRACTORY & INSULATION
CORPORATION

JOHNS-MANVILLE PRODUCTS CORPORATION

OWENS-CORNING FIBERGLAS CORPORATION

EAGLE-PICHER INDUSTRIES, INC.

PITTSBURGH CORNING CORPORATION

UNARCO INDUSTRIES, INC. AND UNION
ASBESTOS & RUBBER COMPANY

BY Gordon R. Pate
Of Counsel

You are hereby notified that the foregoing motion will be presented on April 4, 1969, at 10 a.m., or as soon thereafter as the business of the Court will permit.

CERTIFICATE OF SERVICE

The foregoing motion for entry of judgment, together with copy of such proposed judgment and notice, were served by mailing copies thereof on the 24 day of March, 1969, to Mr. George Weller, Weller, Wheelus & Green, Goodhue Building, Beaumont, Texas 77701, attorneys for Fibreboard Paper Products Corporation; Mr. Ben L. Reynolds, Royston, Rayzor & Cook, 877 San Jacinto Building, Houston, Texas 77002; Mr. Charles S. Pipkin, Strong, Pipkin, Nelson & Parker, San Jacinto Building, Beaumont, Texas 77701; Mr. Gordon R. Pate, Beaumont Savings Building, Beaumont, Texas 77701; Mr. John D. Rienstra, King, Sharfstein & Rienstra, Beaumont Savings Building, Beaumont, Texas 77701; Mr. George Duncan, Wells, Duncan, Beard, Greenberg & Hunt, Beaumont Savings Building, Beaumont, Texas 77701; Mr. Gerald P. Coley, Vinson, Elkins, Searls & Connally, First City National Bank Building, Houston, Texas 77002; and Mr. Ward Stephenson, Stephenson, Thompson & Morris, Stephenson Building, Orange, Texas.

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JGT:DFG - 3/8/69

IN THE UNITED STATES DISTRICT COURT

IN AND FOR THE EASTERN DISTRICT OF TEXAS

BEAUMONT DIVISION

CLAUDE J. TOMPLAIT, Plaintiff	§	
vs.	§	
		CIVIL ACTION 5402
COMBUSTION ENGINEERING, INC., ET AL, Defendants	§	

BE IT REMEMBERED that in the above styled and numbered cause it was made known to the Court that certain defendants had entered into a final compromise and settlement of all claims and causes of action asserted against them by Claude J. Tomplait, as well as the claims asserted in the interventions of Texas Employers Insurance Association, The Travelers Insurance Company, and Queen Insurance Company of America, under the terms of which Combustion Engineering, Inc. and R & I Refractory & Insulation Corporation, as a single defendant, paid together $15,000; Johns-Manville Products Corporation, $15,000; Owens-Corning Fiberglas Corporation, $15,000; Eagle-Picher Industries, Inc., $15,000; Pittsburgh Corning Corporation, together with Unarco Industries, Inc. and Union Asbestos & Rubber Company, as a single defendant, $15,000; out of which sums Texas Employers Insurance Association was paid $1,000, The Travelers Insurance Company, $5,000, and Queen Insurance Company of America, $1500, and the balance, to wit, $67,500, was paid to Claude J. Tomplait and his attorney, Ward Stephenson; and in consideration of such payment Claude J. Tomplait fully and finally released said defendants contributing to such settlement, RESERVING, however, all of his claims and causes of action against the defendant, Fibreboard Paper Products Corporation, who did not participate in or contribute to such

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settlement; and it appearing to the Court that said defendants contributing to the settlement had finally discharged any and all claims which were or might be asserted against them, including the claims asserted by way of cross-action, and the Court having determined that such settling defendants should be in all things dismissed from this suit and that all cross-actions and counterclaims by, between and against said settling defendants should likewise be dismissed and that the suit and claim of Claude J. Tomplait should continue against Fibreboard Paper Products Corporation alone;

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the suit and claim of Claude J. Tomplait, plaintiff, against Combustion Engineering, Inc. and R & I Refractory & Insulation Corporation, Johns-Manville Products Corporation, Owens-Corning Fiberglas Corporation, Eagle-Picher Industries, Inc., Pittsburgh Corning Corporation, Unarco Industries, Inc. and Union Asbestos & Rubber Company, be and the same is hereby in all things dismissed.

It is further ORDERED that all counterclaims and cross-actions by, between and against said defendants above named be and the same are hereby in all things dismissed.

It is further ORDERED that the interventions of Texas Employers Insurance Association, The Travelers Insurance Company and Queen Insurance Company of America, having been satisfied and paid, that the same be and are hereby dismissed.

It is further ORDERED that said defendants each pay 1/5th of the costs of court accrued herein to date, for all of which let execution issue as may be necessary and proper.

SIGNED AND ENTERED this _____ day of March, 1969.

_____
Judge Presiding

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APPROVED:

Attorney for Plaintiff

Attorney for Combustion Engineering, Inc. and R & I Refractory & Insulation Corporation

Attorney for Johns-Manville Products Corporation

Attorney for Owens-Corning Fiberglas Corporation

Attorney for Eagle-Picher Industries, Inc.

Attorney for Pittsburgh Corning Corporation

Attorney for Unarco Industries, Inc. and Union Asbestos & Rubber Company

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CIVIL ACTION 5402

CLAUDE J. TOMPLAIT,
Plaintiff

vs.

COMBUSTION ENGINEERING, INC.,
ET AL, Defendants

MOTION FOR JUDGMENT

ORGAIN, BELL & TUCKER
ATTORNEYS AT LAW
BEAUMONT, TEXAS