IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF TEXAS

BEAUMONT DIVISION

FILED
MAY 28 1969
M ____ 19__
James R. Cooney, Clerk, U.S. Court
By Hazel E. Studdard DEPUTY

CLAUDE J. TOMPLAIT

VS.

COMBUSTION ENGINEERING, INC., ET AL

CIVIL ACTION NO. 5402

FINAL JUDGMENT

BE IT REMEMBERED that on the 12th day of May, 1969, the above entitled and numbered cause wherein Claude J. Tomplait is plaintiff and Fibreboard Paper Products Corporation was the sole defendant upon the trial of this case, all other defendants having theretofore settled and compromised said suit and an interlocutory judgment having been entered that plaintiff take nothing of and from the remaining defendants, came on in regular order to be heard, at which time the plaintiff and the defendant, Fibreboard Paper Products Corporation, duly appeared in person and by their respective attorneys and announced ready for trial, a jury theretofore having been selected on the 5th day of May, 1969, and on said day empaneled and sworn, the said cause proceeded to trial on the 12th day of May, 1969, and continued through the 19th day of May, 1969. At the close of the evidence the Court duly submitted the cause to a jury on general instructions with a form of verdict for the jury, in response to which the jury returned the following verdict, to-wit:

"We, the Jury, find in favor of the defendant, Fibreboard Paper Products Corporation.

5/19/69
Date

Signed: Jimmie Barras, Foreman."

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And defendant, Fibreboard Paper Products Corporation, having filed motion for judgment upon said verdict, and the Court having considered said motion and being of the opinion that the defendant's said motion for judgment should be granted;

It is ORDERED, ADJUDGED and DECREED by the Court that the plaintiff, Claude J. Tomplait, do have and recover nothing herein from the defendant, Fibreboard Paper Products Corporation, and that said defendant go hence without day.

It is further ORDERED that all costs of this action incurred by the defendant, Fibreboard Paper Products Corporation, be taxed against the plaintiff, Claude J. Tomplait.

It is further ORDERED that the interlocutory judgment entered in this cause whereby it was made known to the Court that the remaining 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 intervention 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 and 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, $1,500; and the balance, to-wit, $67,500, was paid to Claude J. Tomplait and his attorney, Ward Stephenson;

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and in consideration of such payment Claude J. Tomplait fully and finally released said defendants contributing to such settlement, reserving all of his claims and causes of action against the defendant, Fibreboard Paper Products Corporation, who did not participate in or contribute to such 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;

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 and 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 finally dismissed.

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

It is further ORDERED, ADJUDGED and DECREED that each and all of the cross-actions of the respective defendants are in all things dismissed, including the cross-action of Fibreboard Paper Products Corporation against the remaining defendants.

It is further ORDERED that the defendants, Combustion Engineering, Inc. and R & I Refractory and Insulation Corporation,

Johns-Manville Products Corporation, Owens-Corning Fiberglas Corporation, Eagle-Picher Industries, Inc., Pittsburgh Corning Corporation and Unarco Industries, Inc. and Union Asbestos & Rubber Company, each pay one-fifth (1/5th) of the costs of Court accrued to the date of the entry of the interlocutory judgment, which will become final upon the entry of this judgment.

All costs which have accrued as between the plaintiff, Claude J. Tomplait, and the defendant, Fibreboard Paper Products Corporation, are assessed against the plaintiff.

SIGNED and ENTERED as a final judgment this 28th day of May, 1969.

JUDGE PRESIDING

Approved to form
James Tucker
Wade Atchison
Boudreaux