

J. N. HAWTHORNE,)	IN THE CIRCUIT COURT OF
EMPLOYEE)	BALDWIN COUNTY, ALABAMA
VS:)	AT LAW
W.L. PATTON, SR.,)	CASE NO. <u>6099</u>
EMPLOYER)	

AGREEMENT AND PETITION FOR
APPROVAL OF LUMP SUM SETTLEMENT

The undersigned, being the only parties interested in the above entitled matter, hereby petition the Court for approval of the following agreement for settlement, and represent unto the Court as follows:

That they, said Employee and Employer, were, at the time of the accident referred to hereinafter, subject to the provisions of the Workmmen's Compensation Laws of Alabama, as amended; that said Employee, who is over the age of twenty-one years, can read and understand the English language, was working on a feed mill truck of the Employer, W.L. Patton, Sr., at the Foley Dairy, in Foley, Alabama, and was on to-wit the 7th day of April, 1964, employed by said Employer as a feed grinder, and while engaged in the performance of his duties as such Employee of the Employer, said Employee sustained injuries by an accident arising out of and in the course of his employment, in that said Employee, while working as a feed grinder, and while grinding feed on the portable feed grinder got his left hand engaged in the feed grinder and his left index, middle and ring finger were severed and necessitated the amputation of the three fingers; that the said Employee had been paid six weeks and five days temporary total disability at \$30.25 per week; that said Employee's average weekly wage amounted to \$55.00 per week; that said Employee is married and has children; and that said Employer has furnished said Employee all medical treatment, attention and supplies for the treatment and cure of said injuries required by said Workmen's Compensation Law; that said Employee is now permanently partially disabled, and that the

parties now desire to settle the Employee's claim, and to enter into this lump sum settlement agreement, and to settle any and all claims arising or to arise out of or in any way connected with said injuries or disability or the treatment thereof, irrespective of any disability or wages which might be earned by said employee in the future, and said Employee and said Employer have agreed upon a final satisfaction upon the following terms and conditions:

That subject to the approval of said Court, said Employer will pay and said Employee will receive and accept the lump sum of TWO THOUSAND SIX HUNDRED ELEVEN and 66/100 (\$2,611.66) DOLLARS representing a payment to the Employee of a figure of 89 weeks, 2 days, as calculated and commuted in accordance with the Workmen's Compensation Law of the State of Alabama; said sum of Two Thousand Six Hundred Eleven and 66/100 (\$2,611.66) Dollars being in full and final settlement and satisfaction of any and all claims in any way arising out of or connected with said accident, injuries or disabilities or the treatment thereof, irrespective of any disability or wages that might exist or be earned by said Employee in the future; that upon payment of said sum, after obtaining the approval of the Judge of said Court, said Employer and its insurance carrier shall without further formality, stand forever released and discharged from any and all claims arising out of or in any way connected with said accident, injuries or disability, or the treatment thereof, irrespective of any disability or wages which may have existed or be earned by said Employee in the future and from any and all obligations to pay any further additional compensation or any sum of whatsoever kind or nature, or to furnish or pay for any medical or surgical treatment or medical or surgical apparatus, or hospitalization, irrespective of the amount or the extent of any past or future disability of said Employee.

This settlement contains the entire agreement between the parties hereto, and the said Employer and his insurance carrier do not and have not assumed any express or implied obligation of any kind to said Employee except the payment of the said lump sum as hereinabove stated.

IN WITNESS WHEREOF, the parties hereto have executed these presents on this the 30th day of June, 1964.

JAN HAWTHORNE

J. N. HAWTHORNE

W L Patton Sr.

W. L. PATTON, SR.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

On this the 30th day of June, 1964, before me, a Notary Public in and for said County and State, personally appeared J.N. Hawthorne, who is known to me, and known to me to be the identical person named and described in the foregoing Petition, and who being by me first duly sworn, does depose and say that he has read the foregoing Petition or has had the same read to him, and that he has a full understanding of the terms and effect thereof, and that the matters therein are true and correct, and that he has agreed, and does hereby agree to accept the said sum of Two Thousand Six Hundred Eleven and 66/100 (\$2,611.66) Dollars in full and final settlement of any and all claims against his Employer and his insurance carrier, all as set forth in the foregoing Petition.

JAN HAWTHORNE
EMPLOYEE

Subscribed and sworn to before me on this the 30th day of June, 1964.

John V. Duck
NOTARY PUBLIC, Baldwin County, Ala.

FILED
JUN 30 1964
ALICE L. DUCK, CLERK
REGISTER

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Alabama, do hereby certify that the annexed document is a true and correct copy of the "Agreement and Petition for Approval of Lump Sum Settlement and Order Approving Settlement and Petition", together with cancellation thereon, as filed on the 30 day of June, 1964, in Compensation Case No. _____, J. N. HAWTHORNE VS. W. L. PATTON, SR., as the same remains of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Court, at the office in the City of Bay Minette, Alabama, this the 30 day of June, 1964.

Alice J. Duck
CLERK, CIRCUIT COURT
Baldwin County, Alabama

J. N. HAWTHORNE,) IN THE CIRCUIT COURT OF
EMPLOYEE) BALDWIN COUNTY, ALABAMA
VS:) AT LAW
W. L. PATTON, SR.,) CASE NO. 6099
EMPLOYER)

ORDER APPROVING SETTLEMENT AND PETITION

THIS CAUSE, coming on to be heard on the Petition of the parties hereto, for approval of the settlement of the claim of the said Employee upon the terms stated in this Petition, and the Court being fully advised in the premises, and it appearing that the allegations of the said Petition are true, and the Court having made inquiry into the bona fides of claimant's claim, and the liability of the defendant employer, and being of the opinion that said agreement for settlement represents a fair adjustment and compromise of said claim, that the Court further finds that said Employee is entitled to permanent partial disability for a total of 86.3359 weeks (allowing for the 4% discount under the Workmen's Compensation Law) at \$30.25 per week, which amounts to Two Thousand Six Hundred Eleven and 66/100 (\$2,611.66) Dollars; and that it is for the best interest of said Employee that the said Employee accept the sum of Two Thousand Six Hundred Eleven and 66/100 Dollars as a full lump sum settlement and satisfaction of all claims which might otherwise be asserted on account of said matter, as stated in said Petition and that said settlement is fair and just.

NOW, THEREFORE, it is ORDERED, ADJUDGED and DECREED by the Court that the said Petition, Settlement and Release be and the same are hereby approved, and the parties hereto are in all respects ordered to conform thereto, and when the said payment provided for in said petition shall have been made, the said Employer, and his insurance carrier, shall, without further formality, be forever released and discharged from any and all claims in any way connected with this matter, whether arising out of said Workmen's Compensation Act or otherwise.

ENTERED, THIS, the 30 day of June,
1964, at Bay Minette, Alabama

Hubert M. Hare
JUDGE

FILED
JUN 30 1964
ALICE J. DUCK, CLERK
REGISTER