

McCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

ATTORNEYS AT LAW

NINTH FLOOR MERCHANTS NATIONAL BANK BUILDING

GESSNER T. McCORVEY (662-1965)

PHONE 433-5561 P. O. BOX 1070

BEN D. TURNER

MOBILE, ALABAMA 36601

C. A. L. JOHNSTONE, JR.

R. F. ADAMS, SR.

JAMES L. MAY, JR.

ALEX T. HOWARD, JR.

J. JEPHTHA HILL

CHARLES B. BAILEY, JR.

C. M. A. ROGERS, III

BROCK B. GORDON

BEN H. HARRIS, JR.

WILLIAM M. HARDIE, JR.

July 15, 1966

7060

Mrs. Alice V. Duck, Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed please find an original and copy of a complaint seeking benefits under the Workmen's Compensation Act, which we shall appreciate your filing and arranging for service on the defendant. Annexed to the complaint is a draft of an order appointing Mr. Rogers of our firm as plaintiff's attorney, in accordance with plaintiff's request set out in paragraph 4 of the complaint.

We are enclosing an extra copy of this letter with the request that you acknowledge receipt of the above thereon and return the same to us in the enclosed stamped pre-addressed envelope.

Thank you very much for your attention to the above.

Very truly yours,

McCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

By Brock B. Gordon
Brock B. Gordon

BBG/an
Encl.

LARRY KWASNIEWSKI,	)	IN THE CIRCUIT COURT OF
	(
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
	(
=vs=	)	AT LAW
	(
REYNOLDS BOATS, INC., a	)	CASE NO. <u>7060</u>
Corporation,	(
	(
Defendant.	)	(Workmen's Compensation)

Comes now the Plaintiff, Larry Kwasniewski, and files this petition seeking benefits under the Alabama Workmen's Compensation Law and respectfully represents unto the Court as follows:

1. Plaintiff alleges that on, to-wit, the 23rd day of February, 1966, while he was in the employ of the Defendant, Reynolds Boats, Inc., a Corporation, doing business in Baldwin County, Alabama, he was injured as a direct and proximate result of an accident which occurred while he was going through a doorway, the overhead door to which was partially open, said doorway being on the premises of the Defendant, when at said time and place a fellow employee called him, causing him to stand up quickly, and thereby to strike his head and back against said overhead door; as a direct and proximate result of said accident the Plaintiff suffered a ruptured disc of the cervical spine at the C-5 interspace; he was rendered temporarily partially disabled from performing his usual work, from, to-wit, the 23rd day of February, 1966, until, to-wit, the 2nd day of May, 1966; that he was permanently partially disabled from performing any type of work.

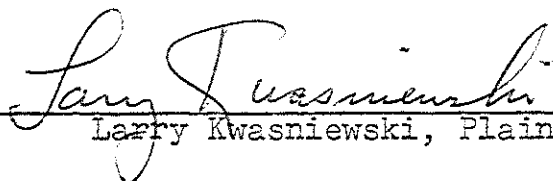
2. Plaintiff alleges that all of his said injuries were the direct and proximate result of an accident which arose out of and in the course of his said employment by the Defendant.

3. Plaintiff further alleges that his average weekly wage for the 52 weeks immediately preceding the date of said accident was in excess of the sum of \$100.00; that at the time

of the occurrence of said accident the Plaintiff was married and had five dependent children under the age of eighteen years; that the Defendant has not provided him with any medical care and treatment as required by said Workmen's Compensation Law, and the Defendant has not paid to the Plaintiff any compensation for the period beginning on to-wit, the 27th day of March, the day that he was required to enter the hospital as a direct and proximate result of the injuries sustained in said accident, until, to-wit, the 2nd day of May, 1966, the day that he was released by his physician to return to his employment.

4. Plaintiff has employed Mr. C. M. A. Rogers, III, of the law firm of McCorvey, Turner, Johnstone, Adams & May, Mobile, Alabama, to represent him in said cause, and respectfully requests the Court to confirm such employment.

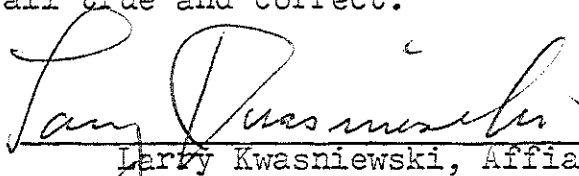
WHEREFORE, THE PREMISES CONSIDERED, the Plaintiff respectfully petitions this Honorable Court to award him such benefits as he may be entitled to receive under the Alabama Workmen's Compensation Law including the payment of his medical expenses, and Plaintiff respectfully prays for such other, further and different relief as he may be entitled to receive.


Larry Kwasniewski, Plaintiff

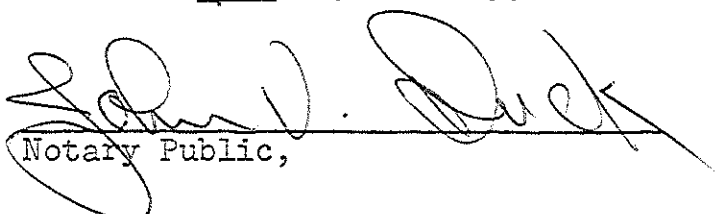
STATE OF ALABAMA

COUNTY OF BALDWIN

Before me, the undersigned authority in and for said State and County, personally appeared Larry Kwasniewski, who is known to me, and who, being by me first duly sworn, deposes and says that the allegations of fact contained in the above and foregoing petition are all true and correct.


Larry Kwasniewski, Affiant

Sworn to and subscribed before me
this the 11th day of July, 1966.


Notary Public,

O R D E R

The foregoing having been presented to the Court and the Court being of the opinion that the employment by the Plaintiff herein of C. M. A. Rogers, III of the law firm of McCorvey, Turner, Johnstone, Adams & May should be authorized, it is ordered that the employment of the said C. M. A. Rogers, III is hereby ratified and confirmed this the 18th day of July, 1966.

James M. Malibu
JUDGE

Service should be had upon
Mr. George H. J. Krog, Secretary-
Treasurer of the Defendant corporation at
Box 689, Fairhope, Alabama.

FILED
JUL 18 1966
JUL 18 1966

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 7060

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Reynolds Boats, Inc., a Corp.

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

Reynolds Boats, Inc., a Corporation, Defendant

by Larry Kwasniewski

Plaintiff

Witness my hand this 18th day of July 1955

EX-8-5-66

Alice J. Duck Clerk

No. 7060

Page

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

LARRY KWASNIEWSKI

Plaintiffs

vs.

REYNOLDS BOATS, INC., A CORP.

Defendants

SUMMONS AND COMPLAINT

Filed July 18, 1966

Alice J. Duck Clerk

C.M.A. Rogers, III of:
McCORVEY, TURNER, JOHNSTONE, ADAMS & MAY
P.O. Box 1070 Plaintiff's Attorney
Mobile, Alabama

Defendant's Attorney

Defendant lives at

RECEIVED

Received In Office

JUL 18 1966

TAYLOR WILKINS

SHERIFF

19

Sheriff

I have executed this summons

this Aug 5 1966

by leaving a copy with

George H. J. Progg (I live)

Sheriff claims 70 miles at

Ten Cents per mile Total \$ 2.80

TAYLOR WILKINS, Sheriff

By Roy Randall DEPUTY SHERIFF

Taylor Wilkins Sheriff
Roy Randall Deputy Sheriff

LARRY KWASNIEWSKI,)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
REYNOLDS BOATS, INC.,)	
A Corporation,	)	LAW SIDE. NO. 7060.
)	
Defendant.)	

ANSWER:

Now comes the Defendant, by its attorneys, and withdraws the demurrer heretofore filed to the complaint in this cause, and for answer to said complaint, says as follows:

1. The Defendant admits that on the 23rd day of February, 1966, that the relationship of employee and employer existed between the Plaintiff and the Defendant, and that both were subject to Workmen's Compensation Laws of the State of Alabama on that date.

2. Defendant neither admits nor denies that at the time of said alleged accident that the Plaintiff was injured nor does the Defendant admit nor deny that such accident, if such accident occurred, arose out of employment nor did Defendant have immediate notice of said facts other than the Plaintiff's allegations.

3. Defendant admits that the average weekly wages for one month paid to the Plaintiff was the sum of \$100.00 per week but alleges that the Plaintiff had been in its employment only for one month prior to the alleged accident and further alleges that the Plaintiff is employed elsewhere at the present time and receives the same weekly wages that he received as an employee of the Defendant.

WHEREFORE, the Defendant says that the Plaintiff ought not to have and recover anything of the Defendant in this cause.

FILED
OCT 14 1966
ALICE L. DICK, CLERK

HOLBERG, TULLY AND HODNETTE
and
J. CONNOR OWENS, JR.

By: *J. Connor Owens, Jr.*
Attorneys for Defendant.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority within and for said State and County, personally appeared J. Connor Owens, Jr., who first being duly sworn, deposes and says:

That he is one of the Attorneys of Record for the Defendant in the foregoing cause; that he has read over the foregoing Answer to the Complaint in said cause and that the facts alleged therein are true and correct.

J. Connor Owens, Jr.

Sworn to and subscribed before
me this 14th day of October,
1966.

Alise L. Miller

Notary Public, Baldwin County, Alabama.

FILED

OCT 14 1966

ALICE L. MILLER, CLERK
BALDWIN COUNTY, ALABAMA

LARRY KWASNIEWSKI,)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY, ALABAMA
REYNOLDS BOATS, INC.,)	
A Corporation,	)	LAW SIDE. NO. 7060
Defendant.)	

DEMURRER:

Now comes the Defendant, by its Attorney, and for demurrer to the complaint heretofore filed against it in the above styled cause, assigns the following, separately and severally:

1. Said complaint does not state a cause of action.
2. Said complaint does not allege that Defendant was bound by Workmen's Compensation Laws of the State of Alabama.
3. Said complaint does not allege that the injuries complained of arose out of the course of employment.
4. For aught appears from said complaint, the Plaintiff was not engaged in the actual performance of his duties when the accident complained of occurred.
5. Said complaint does not allege the length of time that Plaintiff was in the employment of the Defendant.
6. The allegations of the complaint that the "average weekly wage for 52 weeks immediately preceding the date of said accident was in excess of the sum of \$100.00", are vague and indefinite.
7. For aught appears from the complaint, Plaintiff was not in the employment of the Defendant for 52 weeks immediately prior to the accident.
8. Said complaint does not allege that Plaintiff gave written notice to the Defendant of said accident.
9. No facts are alleged which show that the Defendant had actual knowledge of the accident.

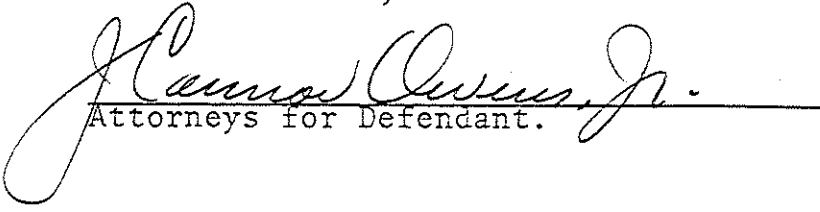
10. Said complaint does not allege the residence of the Plaintiff.

11. Said complaint does not allege the site of the accident.

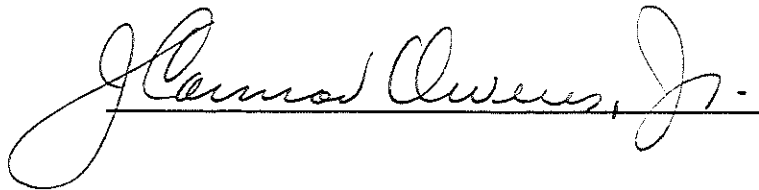
12. Said complaint does not set forth with clarity the nature of the disabilities complained of.

13. The allegations that Plaintiff was "rendered temporarily partially disabled", and that he was "permanently partially disabled" are contradictory, vague and indefinite.

HOLBERG, TULLY AND HODNETTE
and
J. CONNOR OWENS, JR.


Attorneys for Defendant.

I, the undersigned, one of the attorneys of record for the Defendant, do hereby certify that I have this day forwarded a copy of the foregoing demurrer to C. M. A. Rogers, III, the attorney of record for the Plaintiff in the foregoing cause, by United States Mail, properly addressed, with postage prepaid, this 23rd day of August, 1966.



FILED

AUG 23 1966

ALICE L. DICK, CLERK
REGISTER

LARRY KWASNIEWSKI,	)	IN THE CIRCUIT COURT OF
	(
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
	(
=vs=	)	AT LAW
	(
REYNOLDS BOATS, INC., a	)	CASE NO. 7060
Corporation,	(
)	
Defendant.	(	(Workmen's Compensation)

FINDINGS OF FACT

From the pleadings and testimony in this case, the Court finds the facts to be as follows: On, to-wit, the 23rd day of February, 1966, the Plaintiff, Larry Kwasniewski, while in the employ of the Defendant, Reynolds Boats, Inc., a Corporation, suffered an injury in Fairhope, Alabama in an accident arising out of and in the course of his employment, said injury resulting in a ruptured disc of the cervical spine at the C-5 interspace; that as a direct and proximate result of said accident the Plaintiff was temporarily totally disabled for a period of five weeks; that the Plaintiff was earning an average weekly wage of \$100.00 per month, and, therefore, is entitled to the maximum benefits of \$38.00 per week under the Workmen's Compensation Laws of the State of Alabama. The Plaintiff incurred medical expenses, which expenses have not been paid by the Defendant, as follows:

Dr. Robert H. Mudd	\$ 400.00
Dr. Vernon Balovich,	
Anesthesiologist	50.00
Doctors Hospital	499.25
Dr. A. G. Dacovich	35.00
Medicine and drugs	<u>25.75</u>
Total	\$1,010.00

JUDGMENT

The premises considered, it is therefore ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff is entitled to have paid by the Defendant the sum of \$190.00 as payment in full of all compensation due him for injuries sustained in said

accident of February 23, 1966.

It is further ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff is entitled to have paid by the Defendant the sum of \$1,010.00 as payment in full of all medical expenses incurred by him by reason of said injuries sustained in said accident of February 23, 1966.

It is further ORDERED, ADJUDGED and DECREED by this Court that the Plaintiff shall have and recover of the Defendant the sum of \$1,200.00 as compensation for said injuries, and in payment of said medical expenses, together with the costs of this cause, for which let execution issue.

Dated this 14th day of October, 1966.

Julius J. Maschione JUDGE

OCT 16 1973
AIR MAIL

= 7360

STATE OF ALABAMA)
COUNTY OF BALDWIN)


KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned LARRY KWASNIEWSKI, being over the age of twenty-one (21) years, for and in consideration of the sum of TWELVE HUNDRED AND NO/100 (\$1200.00) DOLLARS, cash, in hand paid to me on this day by REYNOLDS BOATS, INC., a corporation, and its insurer, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation, and for further good and valuable consideration, the receipt whereof in full is hereby acknowledged by me, there being no promise or further benefit or payment to be received, have, for myself and my heirs, executors, administrators, and assigns, released and discharged, and by these presents do hereby completely release, remise, acquit, and discharge forever said REYNOLDS BOATS, INC., a corporation, and its insurer, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation, and any and all other persons, firms and corporations, jointly and severally, all and from any and all claims, demands, actions, causes of action, suits, costs, damages, expenses, medical expenses, compensation and liabilities of every kind, character and description, either direct or consequential, at law or in equity, which I may now have, or may have had at any time heretofore, or may have at any time hereafter, arising from, resulting from, or in any manner growing out of or incidental to that certain incident which occurred on or about the 28th day of February, 1966, when I struck my head and back against an overhead doorway on the premises of REYNOLDS BOATS, INC., which said accident occurred during the discharge of my duties as an employee of said REYNOLDS BOATS, INC., a corporation.

And in further consideration of the payment to me of the said sum of TWELVE HUNDRED AND NO/100 (\$1200.00) DOLLARS, as aforesaid, and for other good and valuable consideration, the receipt whereof in full is hereby acknowledged by me, I do hereby covenant and agree on behalf of myself, my heirs, executors, administrators and assigns, to protect, indemnify, and save

harmless, REYNOLDS BOATS, INC., a corporation, and its insurer, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation, and any and all other persons, firms and corporations, jointly and severally, from and against any and all claims, actions, suits and demands whatsoever which I now have or may have had at any time heretofore or may have at any time hereafter, at law or in equity, for damages, costs, expenses, medical expenses, compensation and loss of services on account of, or in any manner growing out of, said incident occurring on the 28th day of February, 1966, as aforesaid.

To procure the payment of said sum of TWELVE HUNDRED AND No/100 DOLLARS to me, I hereby declare that no representations about the nature and extent of any injuries, disabilities or damages sustained by me and made by any physician, attorney, or agent of any party hereby released, or any other party has induced me to make this release and indemnity agreement, that in determining the amount of said sum paid to me as aforesaid, there has been taken into consideration by me not only the ascertained injuries, disabilities, medical expenses and damages sustained by me, but also the possibility that said injuries and damages sustained by me may be permanent and progressive, and recovery therefrom uncertain and indefinite so that consequences not now anticipated may result from said incident, and that I am acting upon my own judgment, belief and knowledge of the nature, extent, injuries, disabilities, and expenses, sustained by reason of said incident occurring on the 28th day of February, 1966, as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 15 day of October, 1966.


LARRY KWASNIEWSKI

Page 3.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned Notary Public in and for said county in said state, do hereby certify that LARRY KWASNIEWSKI, who is known to me, and whose name is signed to the foregoing release and indemnity agreement, did acknowledge before me on this day, that being informed of the contents of said release and indemnity agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this, the

15 day of October, 1966.



Frank Wood

NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA

FILED

OCT 15 1966

ALF L. BUCK, CLERK