

JAMES COMALANDER,	:	IN THE CIRCUIT COURT OF
Plaintiff,	:	
VS:	:	BALDWIN COUNTY, ALABAMA
F. C. GORTNEY and E. V.	:	AT LAW
COSPER, d/b/a GORTNEY &	:	
COSPER ELECTRIC COMPANY,	:	
Defendants.	:	CASE NO. 7 2 6 0

# SETTLEMENT AND PETITION

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

That the said James Comalander, employee, and F. C. Gortney and E. V. Cosper, d/b/a Gortney and Cosper Electric Company, employer, were on the first day of December, 1965, subject to the provisions of the Workmen's Compensation Law of the State of Alabama. That the said employee was on the aforesaid date a resident of the State of Florida but presently was residing in Baldwin County, Alabama, who can read the English language and understand the same. That the employee contends that he was injured on December 1, 1965 while working as a day laborer for the Defendant and that he suffered injuries to his left knee resulting in twelve (12) weeks of temporary total disability and a twenty-five per cent (25%) permanent partial disability as a result of the injuries received in the accident on said date. The Defendant on the other hand, contends that the said Plaintiff was not injured on or about December 1, 1965, and that he suffered no temporary total disability nor any permanent partial disability as a result of his alleged accident or injury, that any disability he has did not arise out of or on account of his employment by the said Defendant, but Defendant admits that the day following said alleged accident the employee did state to the employer that he had received an injury in an accident on the day previous, that is on December 1, 1965.

Employer thus contends that it is not liable in any way to the Plaintiff employee for and on account of any injuries or disability alleged to have been suffered by him on the aforesaid date.

It is agreed that at the time of the alleged accident and injuries the employee was receiving an average wage of \$62.00 per week, that he was unmarried, and had no children under the age of 18 years who were dependent upon him for support and maintenance.

Employee contends that in and about the treatment of his said injuries he had incurred medical expenses as follows: Dr. Lloyd W. Russell, \$80.00, Dr. Harold Wilson, \$40.00, and Greenlawn Pharmacy, \$12.73. The employee further contends that he may need additional medical treatment in the future as a result of the alleged injuries arising out of the alleged accident on December 1, 1965, all of which the employer denies.

Employee and Employer hereby show unto this Court that in an effort to settle their differences regarding the alleged accident and injuries and the resulting alleged disabilities of the employee that it has been agreed that the employer shall pay to the employee Workmen's Compensation for 50 weeks at the rate of \$34.10 per week and in addition thereto will make payment of the hereinbefore set out medical expenses claimed by the employee to have arisen out of the alleged accident and injuries, and the employee has agreed to accept said settlement offer compromise in full settlement of any and all claims that he may now have arising out of his alleged accident and injuries, and does hereby agree to waive any claims that he might have to any future medical treatments.


Employee and employer hereby petition this Honorable Court to approve their compromise settlement of this disputed claim, and that this petition and settlement constitutes and contains the whole agreement between the parties hereto and is the full settlement of all claims on account of the alleged injuries sustained

by employee.


DATED THIS 5 day of April, 1967.

  
James Comalander


Sworn to and subscribed to before me on this the 5  
day of April, 1967.

  
Notary Public, Mobile County, Alabama

APPROVED:

  
C. LeNoir Thompson  
Attorney of Record for Plaintiff  
(Employee) James Comalander

APPROVED:

  
Fred G. Collins  
Attorney of record for Defendant  
(Employer) F. C. Gortney and E. V.  
Cospers, d/b/a Gortney and Cospers  
Electric Company

FILED

MAY 5 1967

ALICE L. WALK, CLERK  
REGISTER

JAMES COMALANDER, : IN THE CIRCUIT COURT OF  
Plaintiff, :  
VS: : BALDWIN COUNTY, ALABAMA  
F. C. GORTNEY and E. V. : AT LAW  
COSPER, d/b/a GORTNEY & :  
COSPER ELECTRIC COMPANY, :  
Defendants. : CASE NO. 7 2 6 0

SETTLEMENT AND PETITION

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

That the said James Comalander, employee, and F. C. Gortney and E. V. Cosper, d/b/a Gortney and Cosper Electric Company, employer, were on the first day of December, 1965, subject to the provisions of the Workmen's Compensation Law of the State of Alabama. That the said employee was on the aforesaid date a resident of the State of Florida but presently was residing in Baldwin County, Alabama, who can read the English language and understand the same. That the employee contends that he was injured on December 1, 1965 while working as a day laborer for the Defendant and that he suffered injuries to his left knee resulting in twelve (12) weeks of temporary total disability and a twenty-five per cent (25%) permanent partial disability as a result of the injuries received in the accident on said date. The Defendant on the other hand, contends that the said Plaintiff was not injured on or about December 1, 1965, and that he suffered no temporary total disability nor any permanent partial disability as a result of his alleged accident or injury, that any disability he has did not arise out of or on account of his employment by the said Defendant, but Defendant admits that the day following said alleged accident the employee did state to the employer that he had received an injury in an accident on the day previous, that is on December 1, 1965.

Employer thus contends that it is not liable in any way to the Plaintiff employee for and on account of any injuries or disability alleged to have been suffered by him on the aforesaid date.

It is agreed that at the time of the alleged accident and injuries the employee was receiving an average wage of \$62.00 per week, that he was unmarried, and had no children under the age of 18 years who were dependent upon him for support and maintenance.

Employee contends that in and about the treatment of his said injuries he had incurred medical expenses as follows: Dr. Lloyd W. Russell, \$80.00, Dr. Harold Wilson, \$40.00, and Greenlawn Pharmacy, \$12.73. The employee further contends that he may need additional medical treatment in the future as a result of the alleged injuries arising out of the alleged accident on December 1, 1965, all of which the employer denies.

Employee and Employer hereby show unto this Court that in an effort to settle their differences regarding the alleged accident and injuries and the resulting alleged disabilities of the employee that it has been agreed that the employer shall pay to the employee Workmen's Compensation for 50 weeks at the rate of \$34.10 per week and in addition thereto will make payment of the hereinbefore set out medical expenses claimed by the employee to have arisen out of the alleged accident and injuries, and the employee has agreed to accept said settlement offer compromise in full settlement of any and all claims that he may now have arising out of his alleged accident and injuries, and does hereby agree to waive any claims that he might have to any future medical treatments.

Employee and employer hereby petition this Honorable Court to approve their compromise settlement of this disputed claim, and that this petition and settlement constitutes and contains the whole agreement between the parties hereto and is the full settlement of all claims on account of the alleged injuries sustained

by employee.

DATED THIS 5 day of April, 1967.

James Comalander  
James Comalander

Sworn to and subscribed to before me on this the 5  
day of April, 1967.

C. LeNoir Thompson  
Notary Public, Mobile County, Alabama

APPROVED:

C. LeNoir Thompson  
C. LeNoir Thompson  
Attorney of Record for Plaintiff  
(Employee) James Comalander

APPROVED:

Fred G. Collins  
Fred G. Collins  
Attorney of record for Defendant  
(Employer) F. C. Gortney and E. V.  
Cospers, d/b/a Gortney and Cospers  
Electric Company

FILED  
MAY 5 1967  
ALICE L. WICK, CLERK  
REGISTER

JAMES COMALANDER,

Plaintiff,

VS:

F. C. GORTNEY and E. V.  
COSPER, d/b/a GORTNEY &  
COSPER ELECTRIC COMPANY,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 7 2 5 6

COURT APPROVED SETTLEMENT AND PETITION

On this date came James Comalander, the Plaintiff in the above styled cause, the employee, and F. C. Gortney and E. V. Cosper, d/b/a Gortney & Cosper Electric Company, the employer, and filed a petition seeking approval of their agreement of settlement for an injury alleged to have been sustained by the said employee, James Comalander.

The Court having examined the settlement and agreement and having considered the same, finds as follows:

1. That on, to-wit, December 1, 1965, the Plaintiff was an employee employed by Gortney and Cosper Electric Company, and that the said employment was subject to the Workmen's Compensation law of the State of Alabama, and that his average wage was approximately SIXTY-TWO AND 00/100 (\$62.00) DOLLARS per week.

2. That the Plaintiff, James Comalander, is unmarried, and has no children under the age of twenty-one (21) years, dependent upon him.

3. That no compensation or medical expenses had been paid by the Defendant employer.

4. That a controversy has arisen between the petitioners as follows:

That the Plaintiff, James Comalander, contends that he was injured on December 1, 1965 while working as a day laborer for the Defendant and that he suffered injuries to his left knee,

and sustained a temporary total disability of twelve (12) weeks, and a permanent partial disability equaling twenty-five per cent (25%) loss of use of the left knee; that his said injuries arose out of and on account of his employment by the said Cortney and Cosper Electric Company, and that his said employer had prompt and immediate notice of the said accident.

The Defendant, F. C. Cortney and E. V. Cosper, d/b/a Cortney and Cosper Electric Company, on the other hand, contends that the said Plaintiff James Comalander, was not injured on or about December 1, 1965 and that he has suffered no temporary total disability nor any permanent partial disability as a result of his alleged accident or injuries; that any disability that he has did not arise out of or on account of his employment by the said Defendant; and that the Defendant is not liable in any way to the Plaintiff James Comalander for and on account of any injuries or disability alleged to have been suffered by him.

5. That the Plaintiff and the Defendant in the above styled cause have reached a compromise settlement on the controversy which exists between them, and the terms of the settlement and agreement are that the Defendant has agreed to pay the Plaintiff James Comalander the sum of ONE THOUSAND SEVEN HUNDRED FIVE AND 00/100 (\$1705.00) DOLLARS in cash, and make payment of the following medical bills: Dr. Lloyd Russell, Eighty and 00/100 (\$80.00) Dollars; Dr. Harold Wilson, Forty and 00/100 (\$40.00) Dollars; Greenlawn Pharmacy, Twelve and 73/100 (\$12.73) Dollars; that the above and foregoing payments constitute the total sum to be paid by the Defendant will be accepted by the Plaintiff in full settlement and compromise of the controversy existing between the Plaintiff and the Defendant, and the Plaintiff and the Defendant request that this settlement agreement be approved by the Court.

6. That the proposed settlement requested by the parties to be approved by the Court is fair and equitable, and that it is to the best interests of James Comalander, the said employee, that the said settlement be approved by this Court.



That the costs of these proceedings be taxed against the defendant.

SECRET

liability to the United States of America, and

C. Courtney and E. A. Casper, d/o/s Courtney and Casper, 4400

OF ONE INCREASED SEVERE WEATHER RISK AND 66/100 (\$1705-00) 001/00 CRYT RISK OTHERWISE WEATHER OTHERWISE TWO JO ONE

1-000 002 IN CANCELS ANY CANCELS \* CANCELS NUMBER 01 11

Station (09-04) 003/00 pub 100g, 100% protein, 100%

~~SECRET~~      ~~CONFIDENTIAL~~      ~~RESTRICTED~~      ~~UNCLASSIFIED~~

\* Approved by the Joint Committee on the Organization of the Executive Branch of the Government

00% As per above was completed and as noted on item submitted

NOTES: Assignment signed, caption (00-60114) 001/00 CHY JAL

[illegible]

IT IS FURTHER RECOMMENDED THAT THE FOLLOWING BE DONE:

CONFIDENTIAL

[illegible]

JAMES COMALANDER,	:	IN THE CIRCUIT COURT OF
Plaintiff,	:	
VS:	:	BALDWIN COUNTY, ALABAMA
F. C. GORTNEY and E. V.	:	AT LAW
COSPER, d/b/a GORTNEY &	:	
COSPER ELECTRIC COMPANY,	:	
Defendants.	:	CASE NO. 7 2 6 0

Come now the Defendants in the above styled cause and propound the following interrogatories to the Plaintiff:


1. Please state your correct legal name, residence address, age, and present place of employment.
2. Please state each and every place you have been employed since January 1, 1966.
3. State each and every place that you have resided giving street addresses, for the past five (5) years.
4. State every place that you have been employed for the past five (5) years, giving the correct name and address of such employers.
5. Have you ever received any injury to your left knee prior to December 1, 1965.
6. If your answer to the preceding interrogatory is in the affirmative, then set forth the date, time, place and circumstances surrounding such injury.
7. If you answered that you had been injured previously in your left knee, then state whether or not you were paid any compensation or received any damages as a result of such injuries, stating the amounts received and the person or company from whom these payments were received.
8. Have you had any operations on your legs or knees during the past ten (10) years.
9. If your answer to the preceding interrogatory is in the affirmative, then please state to the best of your ability the nature of the operation and what portion of your anatomy was operated upon; the name of the doctor who performed the operation;

the name of the hospital where you were confined for said operation; the address of the doctor performing the operation and the address of the hospital wherein you were confined for said operation.

10. State the name of each and every employer you have worked for during the past five (5) years, giving the address of said employer and the amounts of money that you earned from each of said employers, and giving the dates for which compensation was paid by each employer.

11. Have you ever made claim for Workmen's Compensation benefits prior to December, 1965.

12. If your answer to the preceding interrogatory is in the affirmative, then please state the name of the employer against whom you had made claim for Workmen's Compensation benefits; and give the injury for which Workmen's Compensation claim was made against said employer.

  
Fred G. Collins


STATE OF ALABAMA:

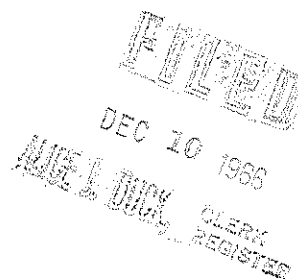
COUNTY OF MOBILE:

Personally appeared before me, the undersigned authority in and for said State and County, Fred G. Collins, who being by me first duly sworn, doth depose and say that the answers to the foregoing interrogatories, if well and truly made by the Plaintiff, will be material evidence for the Defendant on trial of this cause.

  
Fred G. Collins

Subscribed and sworn to before me, this the 9th day of Dec, 1966.

  
Notary Public, Mobile County, Alabama



JAMES COMALANDER,	:	IN THE CIRCUIT COURT OF
Plaintiff,	:	
VS:	:	BALDWIN COUNTY, ALABAMA
F. C. GORTNEY and E. V.	:	AT LAW
COSPER, d/b/a GORTNEY &	:	
COSPER ELECTRIC COMPANY,	:	
Defendants.	:	CASE NO. 7 2 6 0

Come now the Defendants in the above styled cause and propound the following interrogatories to the Plaintiff:

1. Please state your correct legal name, residence address, age, and present place of employment.
2. Please state each and every place you have been employed since January 1, 1966.
3. State each and every place that you have resided giving street addresses, for the past five (5) years.
4. State every place that you have been employed for the past five (5) years, giving the correct name and address of such employers.
5. Have you ever received any injury to your left knee prior to December 1, 1965.
6. If your answer to the preceding interrogatory is in the affirmative, then set forth the date, time, place and circumstances surrounding such injury.
7. If you answered that you had been injured previously in your left knee, then state whether or not you were paid any compensation or received any damages as a result of such injuries, stating the amounts received and the person or company from whom these payments were received.
8. Have you had any operations on your legs or knees during the past ten (10) years.
9. If your answer to the preceding interrogatory is in the affirmative, then please state to the best of your ability the nature of the operation and what portion of your anatomy was operated upon; the name of the doctor who performed the operation;

the name of the hospital where you were confined for said operation; the address of the doctor performing the operation and the address of the hospital wherein you were confined for said operation.

10. State the name of each and every employer you have worked for during the past five (5) years, giving the address of said employer and the amounts of money that you earned from each of said employers, and giving the dates for which compensation was paid by each employer.

11. Have you ever made claim for Workmen's Compensation benefits prior to December, 1965.

12. If your answer to the preceding interrogatory is in the affirmative, then please state the name of the employer against whom you had made claim for Workmen's Compensation benefits; and give the injury for which Workmen's Compensation claim was made against said employer.

  
Fred G. Collins

STATE OF ALABAMA:

COUNTY OF MOBILE:

Personally appeared before me, the undersigned authority in and for said State and County, Fred G. Collins, who being by me first duly sworn, doth depose and say that the answers to the foregoing interrogatories, if well and truly made by the Plaintiff, will be material evidence for the Defendant on trial of this cause.

  
Fred G. Collins

Subscribed and sworn to before me, this the 9th day of Dec, 1966.

  
Notary Public, Mobile County, Alabama



DEC 10 1966

AUGIE L. BUCK, CLERK  
REGISTER

JAMES COMALANDER, : IN THE CIRCUIT COURT OF  
 Plaintiff, :  
 VS: : BALDWIN COUNTY, ALABAMA  
 F. C. GORTNEY and : AT LAW  
 E. V. COSPER, d/b/a :  
 GORTNEY & COSPER :  
 ELECTRIC COMPANY, :  
 Defendants. : CASE NO. 7 2 6 0

Come now the Defendants in the above styled cause and demur to the Complaint and set down and assign the following separate and several grounds:

1. The same is vague, indefinite and uncertain.
2. The same is vague, indefinite and uncertain in that from the allegations therein contained it is impossible for these Defendants to determine what disability is being sought by the Plaintiff.
3. It does not appear from any allegations therein contained that notice of the accident has been given to the Defendants.
4. It does not appear from any allegations therein contained that written notice of the accident was given to the Defendants by the Plaintiff within ninety (90) days following the date of the alleged accident.
5. It does not appear from the allegations therein contained that the Plaintiff gave to the Defendants written notice of the alleged accident within ninety (90) days after its occurrence, or that the Defendants had actual notice of the alleged accident or injuries of the Plaintiff.
6. The same is vague, indefinite and uncertain in that from the allegations therein contained it is impossible to determine how much percentage disability the Plaintiff is claiming for his alleged permanent partial disability.

COLLINS, GALLOWAY & MURPHY

**CERTIFICATE OF SERVICE**

I do hereby certify that I have on this 2 day of Dec, 1986, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, and first class postage prepaid.

*[Signature]*

BY:

*[Signature]*  
 Fred G. Collins  
 ATTORNEYS FOR DEFENDANTS

FILED

Dec 10 1986

ALICE J. DUCK, CLERK, REGISTER

JAMES COMALANDER

X

Plaintiff

X

IN THE CIRCUIT COURT OF

vs

X

BALDWIN COUNTY, ALABAMA

F. C. GORTNEY and E. V. COSPER,  
d/b/a GORTNEY & COSPER ELECTRIC  
COMPANY

X

X

Defendants

X

*Att. Law*

*7260*

Your petitioner, James Comalander, respectfully shows  
unto your Honor as follows:

1. That he was on the 1st day of December, 1965, a citizen and resident of the State of Florida, but is presently a citizen and resident of Baldwin County, Alabama, and was a workman employed by F. C. Gortney and E. V. Cosper, d/b/a Gortney & Cosper Electric Company of Sylacauga, Alabama.

2. That on December 1, 1965, while working as an electrician helper in the construction of a hospital building at Atmore, Alabama, your petitioner was hurt while carrying out the instructions of his foreman, which instructions required that he carry a heavy load of wire across some scaffolding and as your petitioner stepped off the scaffold, a wheel barrow had been placed in his way and caused him to fall injuring his left knee causing the knee to swell and he was totally disabled for a period of twelve weeks and has since been permanently partially disabled and petitioner avers that his said injuries arose out of and on account of his employment by F. C. Gortney and E. V. Cosper, d/b/a Gortney and Cosper Electric Company, which was subject to the Workmen's Compensation Act of Alabama at the time of said accident.

3. That your petitioner was unmarried at the time of the accident and his average wage was at the time of the accident and for a long period theretofore not less than \$54.00 per week.

Wherefore, your petitioner prays that your Honor will take jurisdiction of this, his petition for Workmen's Compensation and will set the same for a hearing giving due and proper notice thereof to F. C. Gortney and E. V. Cosper, d/b/a Gortney & Cosper Electric Company, and will set the same for a

hearing and upon a hearing will determine that he is  
entitled to total disability of \$409.20 for twelve weeks  
and partial disability of \$9.50 per week for 200 weeks  
and your petitioner will ever pray, etc.

James Comalander  
Petitioner

OF COUNSEL

C. LeNoir Thompson  
Attorney at Law

STATE OF ALABAMA

BALDWIN COUNTY

Before me, C. LeNoir Thompson a Notary Public,  
in and for said State and County, personally appeared  
James Comalander, who is known to me, and who being first  
duly sworn, deposes on oath and says:

That he has read the foregoing petition and the state-  
ments made therein are true and correct and that he knows  
of his own knowledge that they are correct.

James Comalander  
James Comalander

Sworn to and subscribed before me this the 12 day of  
Nov, 1966.

C. LeNoir Thompson  
Notary Public, Baldwin County, Alabama

FILED

NOV 14 1966

ALICE J. DUCK, CLERK  
REGISTER



SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 2260

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon F. C. GORTNEY and E. V. COSPER d/b/a Gortney & Cosperelectric Co.

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.....

F. C. Gortney and E. V. Cosper, d/b/a Gortney & Cosper Electric Co., Defendant.....

by James Comalander

....., Plaintiff.....

Executed Witness my hand this 14 day of November 1966

Nov 13 1966

Oliver J. Tucker, Clerk

Barnett & Baker DS

560

## STATE OF ALABAMA

Baldwin County

## CIRCUIT COURT

JAMES COMALANDER

Plaintiffs

vs.

F. C. GORTNEY & E. V. COSPER, d/b/a  
GORTNEY & COSPER ELECTRIC Defendants  
COMPANY

## SUMMONS AND COMPLAINT

Filed

FILED

NOV 14 1966

Clerk

ALICE J. DUCK, CLERK  
REGISTER

C. L. Blair Thompson

Plaintiff's Attorney

Defendant's Attorney

Day Minette

Defendant lives at

Sylacauga, Alabama

RECEIVED

Received In Office

NOV 15 1966

19.....

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this 17. Nov 1966

by leaving a copy with

F. C. Gortney  
E. V. CosperMILEAGE ON SUMMONS AND  
MISCELLANEOUS PAPERS AT 10¢ PER MILEMILES TOTALS \$ 11.40

LUKE BREWER

SHERIFF

LUKE BREWER

Sheriff

Barnett Baker  
Deputy Sheriff

JAMES COMALANDER, : IN THE CIRCUIT COURT OF  
Plaintiff, :  
VS: : BALDWIN COUNTY, ALABAMA  
F. C. GORTNEY and E. V. : AT LAW  
COSPER, d/b/a GORTNEY & :  
COSPER ELECTRIC COMPANY, :  
Defendants. : CASE NO. 7 2 6 0

ORDER APPROVING SETTLEMENT AND PETITION

On this date came James Comalander, the Plaintiff in the above styled cause, the employee, and F. C. Gortney and E. V. Cosper, d/b/a Gortney & Cosper Electric Company, the employer, and filed a petition seeking approval of their agreement of settlement for an injury alleged to have been sustained by the said employee, James Comalander.

The Court having examined the settlement and agreement and having considered the same, finds as follows:

1. That on, to-wit, December 1, 1965, the Plaintiff was an employee employed by Gortney and Cosper Electric Company, and that the said employment was subject to the Workmen's Compensation Law of the State of Alabama, and that his average wage was approximately SIXTY-TWO AND 00/100 (\$62.00) DOLLARS per week.

2. That the Plaintiff, James Comalander, is unmarried, and has no children under the age of twenty-one (21) years, dependent upon him.

3. That no compensation or medical expenses had been paid by the Defendant employer.

4. That a controversy has arisen between the petitioners as follows:

That the Plaintiff, James Comalander, contends that he was injured on December 1, 1965 while working as a day laborer for the Defendant and that he suffered injuries to his left knee,

and sustained a temporary total disability of twelve (12) weeks, and a permanent partial disability equaling twenty-five per cent (25%) loss of use of the left knee; that his said injuries arose out of and on account of his employment by the said Gortney and Cosper Electric Company, and that his said employer had prompt and immediate notice of the said accident.

The Defendant, F. C. Gortney and E. V. Cosper, d/b/a Gortney and Cosper Electric Company, on the other hand, contends that the said Plaintiff James Comalander, was not injured on or about December 1, 1965 and that he has suffered no temporary total disability nor any permanent partial disability as a result of his alleged accident or injuries; that any disability that he has did not arise out of or on account of his employment by the said Defendant; and that the Defendant is not liable in any way to the Plaintiff James Comalander for and on account of any injuries or disability alleged to have been suffered by him.

5. That the Plaintiff and the Defendant in the above styled cause have reached a compromise settlement on the controversy which exists between them, and the terms of the settlement and agreement are that the Defendant has agreed to pay the Plaintiff James Comalander the sum of ONE THOUSAND SEVEN HUNDRED FIVE AND 00/100 (\$1705.00) DOLLARS in cash, and make payment of the following medical bills: Dr. Lloyd Russell, ~~Eighty and 00/100~~ *One Hundred Twenty* ~~(\$20.00)~~ *and 40/100* Dollars; Dr. Harold Wilson, Forty and 00/100 (\$40.00) Dollars; Greenlawn Pharmacy, Twelve and 73/100 (\$12.73) Dollars; that the above and foregoing payments constitute the total sum to be paid by the Defendant will be accepted by the Plaintiff in full settlement and compromise of the controversy existing between the Plaintiff and the Defendant, and the Plaintiff and the Defendant request that this settlement agreement be approved by the Court.

6. That the proposed settlement requested by the parties to be approved by the Court is fair and equitable, and that it is to the best interests of James Comalander, the said employee, that the said settlement be approved by this Court.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that the said compromise settlement as outlined above, be and the same hereby is, approved by the Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the Plaintiff James Comalander have and recover of the Defendant F. C. Gortney and E. V. Cospers, d/b/a Gortney and Cospers Electric Company, the sum of ONE THOUSAND SEVEN HUNDRED FIVE AND 00/100 (\$1705.00) DOLLARS, payable immediately, which said sum of ONE THOUSAND SEVEN HUNDRED FIVE AND 00/100 (\$1705.00) DOLLARS will be paid by the Defendant and accepted by the Plaintiff in full settlement and compromise of the controversy existing between the Plaintiff and the Defendant.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the Defendant pay the following medical expenses incurred by the Plaintiff: Dr. Lloyd Russell, ~~Eighty and 00/100 (\$80.00)~~ <sup>One Hundred Twenty and 00/100</sup> Dollars; Dr. Harold Wilson, Forty and 00/100 (\$40.00) Dollars; and Greenlawn Pharmacy, Twelve and 73/100 (\$12.73) Dollars.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that upon the payment by the Defendant to the Plaintiff of the sum of ONE THOUSAND SEVEN HUNDRED FIVE AND 00/100 (\$1705.00) DOLLARS as provided in this decree that the said Defendant F. C. Gortney and E. V. Cospers, d/b/a Gortney and Cospers Electric Company, be and it hereby is discharged from any and all further liability to the Plaintiff James Comalander, and arising out of the aforementioned alleged accident and injuries alleged to have been sustained by the said James Comalander.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that the costs of these proceedings be taxed against the Defendant, for which let execution issue.

DONE in open Court on this the 5<sup>th</sup> day of <sup>May</sup> ~~April~~, 1967.

Received payment  
\$1705.00 This 5<sup>th</sup>  
May - 1967

Charles A. Thompson  
Attorney for James Comalander

Jeffrey J. Madaleno  
CIRCUIT COURT JUDGE

JAMES COMALANDER,	:	IN THE CIRCUIT COURT OF
Plaintiff,	:	
VS:	:	BALDWIN COUNTY, ALABAMA
F. C. GORTNEY and E. V.	:	AT LAW
COSPER, d/b/a GORTNEY &	:	
COSPER ELECTRIC COMPANY,	:	
Defendants.	:	CASE NO. 7 2 6 0

# SETTLEMENT AND PETITION

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

That the said James Comalander, employee, and F. C. Gortney and E. V. Cosper, d/b/a Gortney and Cosper Electric Company, employer, were on the first day of December, 1965, subject to the provisions of the Workmen's Compensation Law of the State of Alabama. That the said employee was on the aforesaid date a resident of the State of Florida but presently was residing in Baldwin County, Alabama, who can read the English language and understand the same. That the employee contends that he was injured on December 1, 1965 while working as a day laborer for the Defendant and that he suffered injuries to his left knee resulting in twelve (12) weeks of temporary total disability and a twenty-five per cent (25%) permanent partial disability as a result of the injuries received in the accident on said date. The Defendant on the other hand, contends that the said Plaintiff was not injured on or about December 1, 1965, and that he suffered no temporary total disability nor any permanent partial disability as a result of his alleged accident or injury, that any disability he has did not arise out of or on account of his employment by the said Defendant, but Defendant admits that the day following said alleged accident the employee did state to the employer that he had received an injury in an accident on the day previous, that is on December 1, 1965.

Employer thus contends that it is not liable in any way to the Plaintiff employee for and on account of any injuries or disability alleged to have been suffered by him on the aforesaid date.

It is agreed that at the time of the alleged accident and injuries the employee was receiving an average wage of \$62.00 per week, that he was unmarried, and had no children under the age of 18 years who were dependent upon him for support and maintenance.

Employee contends that in and about the treatment of his said injuries he had incurred medical expenses as follows: Dr. Lloyd W. Russell, \$80.00, Dr. Harold Wilson, \$40.00, and Greenlawn Pharmacy, \$12.73. The employee further contends that he may need additional medical treatment in the future as a result of the alleged injuries arising out of the alleged accident on December 1, 1965, all of which the employer denies.

Employee and Employer hereby show unto this Court that in an effort to settle their differences regarding the alleged accident and injuries and the resulting alleged disabilities of the employee that it has been agreed that the employer shall pay to the employee Workmen's Compensation for 50 weeks at the rate of \$34.10 per week and in addition thereto will make payment of the hereinbefore set out medical expenses claimed by the employee to have arisen out of the alleged accident and injuries, and the employee has agreed to accept said settlement offer compromise in full settlement of any and all claims that he may now have arising out of his alleged accident and injuries, and does hereby agree to waive any claims that he might have to any future medical treatments.

Employee and employer hereby petition this Honorable Court to approve their compromise settlement of this disputed claim, and that this petition and settlement constitutes and contains the whole agreement between the parties hereto and is the full settlement of all claims on account of the alleged injuries sustained

by employee.

DATED THIS 5 day of April, 1967.

James Comalander  
James Comalander

Sworn to and subscribed to before me on this the 5  
day of April, 1967.

C. LeNoir Thompson  
Notary Public, Mobile County, Alabama

APPROVED:

C. LeNoir Thompson  
C. LeNoir Thompson  
Attorney of Record for Plaintiff  
(Employee) James Comalander

APPROVED:

Fred G. Collins  
Fred G. Collins  
Attorney of record for Defendant  
(Employer) F. C. Gortney and E. V.  
Cosper, d/b/a Gortney and Cosper  
Electric Company

FILED  
MAY 5 1967  
ALICE L. RICE, CLERK  
REGISTER