

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, 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 the 10th day of March, 1967, in Compensation Case No. _____, AUBURN ENZOR v. BALDWIN POLE AND PILING COMPANY, 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, this the _____ day of March, 1967.

CLERK, CIRCUIT COURT, BALDWIN
COUNTY, ALABAMA

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this the _____ day of March, 1967.

CLERK, CIRCUIT COURT, BALDWIN
COUNTY, ALABAMA

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On this _____ day of March, 1967, before me, a Notary Public in and for said County and State, personally appeared AUBURN ENZOR, who is known to me to be the identical person described herein, and who executed the foregoing instrument as Employee, and acknowledged that the same is true, and that, after having read the same or having the same read to him, and with a full understanding of the terms and effect thereof, he executed the same as his free act and deed and for the uses and purposes therein expressed, and in full and final settlement and satisfaction of all claims on account of or in any way connected with said injuries, accident, or disability.

Given under my hand and Notarial Seal this _____
day of March, 1967.

Notary Public, Baldwin County, Alabama

STATE OF ALABAMA)

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STATE OF ALABAMA)

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I, _____, Clerk of Circuit Court of Baldwin County, Alabama, do hereby certify that the annexed documents are true and correct copies concluding Compensation Case No. _____, AUBURN ENZOR v. BALDWIN POLE AND PILING COMPANY, as filed the 13th day of March, 1967, as the same remains of record in my office.

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CLERK, CIRCUIT COURT, BALDWIN
COUNTY, ALABAMA

ARMBRECHT, JACKSON & DEMOUY
LAWYERS

MERCHANTS NATIONAL BANK BUILDING

P. O. BOX 290

MOBILE, ALABAMA

36601

AREA CODE 205
PHONE 432-6751

CABLE ADDRESS
SEALAW

WM. H. ARMBRECHT
THEODORE K. JACKSON
MARSHALL J. DEMOUY
WM. H. ARMBRECHT, III
RAE M. CROWE
BROOK G. HOLMES
W. BOYD REEVES
JOHN GROW
LOUIS H. ANDERS, JR.
FRANK B. MCRIGHT
Y. D. LOTT, JR.

March 15, 1967

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

Re: Lump Sum Settlement Agreement
For Workmen's Compensation Case
Auburn Enzor v. Baldwin Pole And
Piling Co. on March 13, 1967

Dear Mrs. Duck:

Per our conversation I request that you send me a photocopy of all documents entered in your records for the captioned matter and certify the enclosed document as to their authenticity.

Please send me a bill if there are any costs for this service.

Sincerely,

ARMBRECHT, JACKSON & DeMOUY

BY


Y. D. Lott, Jr.

YDLJr/bm

Enclosure

d 69

IN THE MATTER OF COMPENSATION FOR INJURY

AUBURN ENZOR,

Employee,

-vs-

BALDWIN POLE AND PILING
COMPANY, INC.,

Employer.

* IN THE CIRCUIT COURT OF
*
* BALDWIN COUNTY, ALABAMA.

*
* AT LAW. NO. 7407
*

* 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 and settlement, and represent unto the Court as follows:

That they, said Employee and Employer, were at the time of the accident hereinafter referred to, subject to the provisions of the Workmen's Compensation Laws of Alabama, as amended; that said Employee who is over the age of twenty-one (21) years can understand the English language, was working at BALDWIN POLE AND PILING COMPANY, INC., of Bay Minette, Alabama, and was on, to-wit, April 8, 1966, employed by said Employer as a truck driver 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 driving a truck and trailer full of pilings on a highway in Tennessee between Waynesboro and Collinswood which overturned and said Employee was injured in that he suffered a fracture of the lumbar region body known as the L-3 vertebrae; that he now has a fifteen percent (15%) permanent partial disability of the body; that said Employee has been paid 20 weeks and 2 days at

\$38.00 per week for temporary total disability, representing \$770.86; that said Employee's average weekly wage amounted to \$100.00 per week; that said Employee is married with children, and that said Employee is entitled to 254 weeks at \$9.75 per week which commuted, amounts to \$2,253.59; that your petitioner, since computation of the amount which said Employee is entitled, has paid to said Employee \$9.75 for twenty-four weeks and adds one week and five days at \$9.75 per week which totalled, equals \$16.71 thereby reaching said amount to which said Employee is entitled to in the total amount of \$2,270.30; that your petitioner has agreed to pay and said Employee has agreed to accept the amount of \$2,270.30 as a lump sum settlement; 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 and said Employer now desire to compromise and 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 and a lump sum settlement of any and all claims 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, TWO HUNDRED SEVENTY AND 30/100THS DOLLARS (\$2,270.30) 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 which might exist or be earned by said Employee in the future; that upon payment of said sum after obtaining the approval of a 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 extent of any past or future disability to said Employee.

This settlement contains the entire agreement between the parties hereto and the said Employer and its 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 the 10th day of March, 1967.

Quiburn G. Mason
EMPLOYEE

BALDWIN POLE AND PILING CO., INC.

By W. D. Lott
As Its Attorney

EMPLOYER

FILED
MAR 10 1967
ALICE J. BICK, CLERK
REGISTER

FREDERICK H. DEVANE, M. D.
ORTHOPAEDIC SURGERY
1710 CENTER STREET
MOBILE, ALABAMA
TELEPHONE 428-2453

September 22, 1966

American Mutual Liability Ins. Co.
P. O. Box 1376
Mobile, Alabama

Re: Auburn Enzor
Baldwin Pole & Piling Co.

Gentlemen:

This is the final medical report on the above-mentioned white male examined and x-rayed by me on 8/26/66 and again 9/21/66. X-ray taken on 8/26/66 shows solid union of the 3rd lumbar body and this patient is experiencing the usual pain and stiffness which one sees as a result of this fracture following his return to work. He has no neurological changes, however, and I would rate this patient as having a 15 percent permanent impairment rated body as a whole as a result of this healed fracture.

Very truly yours,



Frederick H. Devane, M. D.

Encl:

RECEIVED
SEP 26 1966
MOBILE LIAM. DEPT.

FILED
MAR 10 1967
ALICE L. BUCK, CLERK
REGISTER

AUBURN ENZOR,

Employee,

-VS-

BALDWIN POLE AND PILING
COMPANY, INC.,

Employer.

* IN THE CIRCUIT COURT OF
*
* BALDWIN COUNTY, ALABAMA.

*
* AT LAW. NO. 7407
*

* ORDER APPROVING SETTLEMENT
* AND PETITION
*

This cause coming on to be heard on 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 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 or settlement represents a fair adjustment and compromise of said claim, the Court does hereby find and determine that it is for the best interest of said Employee that said Employee accept the sum of TWO THOUSAND, TWO HUNDRED SEVENTY AND 30/100THS DOLLARS (\$2,270.30) as a full lump sum settlement and satisfaction of all claims which might otherwise be asserted on account of said matter, as stated in Petition.

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 its 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 13th DAY of March, 1967,
at Bay Minette, Alabama.

J. Fair J. Madlibure
JUDGE

FREDERICK H. DEVANE, M. D.
ORTHOPAEDIC SURGERY
1710 CENTER STREET
MOBILE, ALABAMA
TELEPHONE 438-2453

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Gentlemen:

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Very truly yours,



Frederick H. DeVane, M. D.

Encl:

RECEIVED
SEP 24 1966
MOBILE CLAIM DEPT

RELEASE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, AUBURN ENZOR, in consideration of the sum of TWO THOUSAND TWO HUNDRED SEVENTY AND 30/100THS (\$2, 270. 30) DOLLARS paid to me in satisfaction of the Order of Judgment and Approval of Settlement entered by the Circuit Court of Baldwin County, Alabama on the 10th day of March, 1967, in that certain cause entitled "Auburn Enzor vs. Baldwin Pole And Piling Co.", the receipt of which is duly acknowledged, does hereby remise, release, and forever discharge Baldwin Pole And Piling Co., its insurer, heirs, successors, assigns, agents, servants, employees, officers and/or directors, as the case may be, and all other persons, firms, or corporations liable, or who might be claimed to be liable, from all claims, demands, actions, causes of action, either at law or in equity, on account of injuries received by the undersigned in that certain accident which occurred on or about the 8th day of April, 1966 between Waynesboro and Collinswood, Tennessee while the undersigned was working as an employee of said company and was driving a truck loaded with piling that overturned.

The undersigned hereby declares that he has read the foregoing release and receipt and knows the contents thereof, and that he has signed the same as his own free act.

Witness my hand and seal this ^{13th}~~10th~~ day of March, 1967.


AUBURN ENZOR

WITNESS:


