

STATE OF ALABAMA

BALDWIN COUNTY

)
(
)

R E L E A S E

KNOW ALL MEN BY THESE PRESENTS: That I, the undersigned KATHERINE B. GUDMUNDSEN, being over the age of twenty one years, for and in consideration of the sum of FOUR HUNDRED SEVENTY AND NO/100 DOLLARS (\$470.00) 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 20th day of December, 1966, in which I suffered an injury 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 FOUR HUNDRED SEVENTY DOLLARS (\$470.00) 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 20th day of December, 1966, as aforesaid.

To procure the payment of said sum of FOUR HUNDRED SEVENTY DOLLARS (\$470.00) 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 20th day of December, 1966, as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 25 day of January, 1968.

Katherine B. Gudmundsen
Katherine B. Gudmundsen.

STATE OF ALABAMA

BALDWIN COUNTY

)
(
)

I, the undersigned, a Notary Public, within and for said County in said State, do hereby certify that KATHERINE B. GUDMUNDSEN, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 25 day of January, 1968.

Dadine D. Pender
Notary Public, Baldwin County, Alabama.

MY COMMISSION EXPIRES DECEMBER 20, 1972.



KATHERINE B. GUDMUNDSEN,	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
REYNOLDS BOATS, INC.,)	
A Corporation,	)	AT LAW. NO. 7818.
Defendant.)	

FINDINGS OF FACT

From the pleadings and testimony in this cause, the Court finds the facts to be as follows: On, to-wit, the 20th day of December, 1966, the Plaintiff, Katherine B. Gudmundsen, 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 her employment, said injury resulting in the aggravation of a pre-existing condition of the cervical spine and as a result of said aggravation and injury the Plaintiff was hospitalized and incurred medical expenses, the same being as follows:

Drs. Mudd, Mostellar & Cope-----\$470.00

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 \$470.00 as payment in full of all amounts due her by virtue of any injury or expenses sustained in said accident on December 20, 1966, together with the costs of this cause, for which let execution issue.

DATED at Bay Minette, Alabama, this 15th day of January, 1968.

Jeffrey J. Mostellar
Circuit Judge.

FILED

JAN 15 1968

KATHERINE B. GUDMUNDSEN,)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY, ALABAMA
REYNOLDS BOATS, INC., a	)	AT LAW. NO. 7818.
corporation,)	
Defendant.)	

DEMURRER:

Comes the Defendant in the above styled cause and demurs to the petition as a whole filed herein, and to each aspect thereof, assigns separately and severally the following:

1. That said petition does not state a cause of action.

OWENS AND PATTON

By: *Ramon Owens Jr.*
Attorneys for Defendant.

I, the undersigned, one of the attorneys of record for the Defendant in the foregoing cause, do hereby certify that I have forwarded a copy of the foregoing demurrer to McCorvey, Turner, Johnstone, Adams & May, the attorneys of record for the Plaintiff, by placing a copy of the same in the United States Mail, properly addressed, with postage prepaid, this 7th day of December, 1967.

Ramon Owens Jr.

FILED

DEC 7 1967

ALICE J. DUCK CLERK
REGISTER

KATHERINE B. GUDMUNDSEN,	)	IN THE CIRCUIT COURT OF
	(
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
	(
=vs=	)	AT LAW
	(
REYNOLDS BOATS, INC., a	)	CASE NO. <u>2818</u>
Corporation,	(
)	
Defendant.	((WORKMEN'S COMPENSATION)

PETITION FOR WORKMEN'S COMPENSATION

1. Plaintiff claims that she was, at the time of the filing in this cause, and at the time of the accident hereinafter complained of, a resident of Baldwin County, Alabama and that her address was Fairhope, Alabama. Plaintiff alleges that on, to-wit, the 21st day of December, 1966, while she was in the employ of the Defendant Reynolds Boats, Inc., a Corporation, she was injured as a direct and proximate result of an accident while in the employ of said Defendant; that as a direct and proximate result of said accident the Plaintiff has suffered and still suffers severe pain in her back, legs and feet and all of said injuries are permanent; Plaintiff was caused to undergo hospitalization and an operation as a result of said injuries; the Plaintiff was temporarily, totally disabled from performing any kind of work for a period of three weeks, and that as a direct and proximate result of said accident the Plaintiff has suffered a permanent partial disability of her back to an undetermined extent; Plaintiff has incurred medical bills in regard to said injuries. Plaintiff further alleges that all of her said injuries were the direct and proximate result of an accident which arose out of and in the course of her employment by the Defendant; that the Defendant had actual notice of the occurrence of said accident at the time it occurred and that at the time of the occurrence of said accident, both the Plaintiff and the Defendant were subject to Article 2 of the Alabama Workmen's Compensation Law.

2. Plaintiff further alleges that her average weekly wage immediately preceding the date of said accident was the sum of \$50.00; therefore, the Plaintiff makes claim of the

Defendant for the said expenses incurred by the Plaintiff as a result of medical care and treatment and for payment according to the Workmen's Compensation Act for her said permanent total disability and for her permanent partial disability.

Katherine B. Gudmundsen
(Katherine B. Gudmundsen)

STATE OF ALABAMA

COUNTY OF BALDWIN

Personally appeared before me, the undersigned authority in and for said State and County, Katherine B. Gudmundsen, who is known to me, and who being by me first duly sworn, deposes and says:

"I am Katherine B. Gudmundsen, the Plaintiff in the above styled cause and I have read and am familiar with the allegations of fact contained in the above and foregoing petition and state that such allegations of fact are all true and correct."

Katherine B. Gudmundsen
Affiant

Sworn to and subscribed before me this 30 day of Oct, 1967.

Frank R. [Signature]
Notary Public,

McCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

BY [Signature]
Attorneys for Plaintiff

Defendant's address:

831 North Section Street
Fairhope, Alabama

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 7818

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Reynolds Boats, Inc., A Corporation

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 Katherine B. Gudmundsen,

Plaintiff

Witness my hand this 2nd day of November 19 67

Alice J. Luck Clerk

E411-7-67

471

No. 7818.....

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

KATHERINE B. GUDMUNDSEN

Plaintiffs

vs.

REYNOLDS BOATS, INC., A CORP.,

Defendants

SUMMONS AND COMPLAINT

Filed November 2, 1967

Alice J. Duck

Clerk

McCorvey, Turner, Johnstone, Adams

& May

Plaintiff's Attorney

P. O. Box 1988

Mobile, Alabama

Defendant's Attorney

Defendant lives at

RECEIVED
Received in Office

NOV 2 1967

19.....

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this

Nov 7

1967

by leaving a copy with

By: Reynolds Boats, Inc.
served Katherine B. Gudmundsen
on

Li'l Lyle

Sheriff claims 70 miles at

for Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY

Roy Randall
DEPUTY SHERIFF

Taylor Wilkins

Sheriff

Roy Randall

Deputy Sheriff

KATHERINE B. GUDMUNDSEN,)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
REYNOLDS BOATS, INC.,)	
A Corporation,	)	AT LAW. NO. 7818
Defendant.)	

ANSWER:

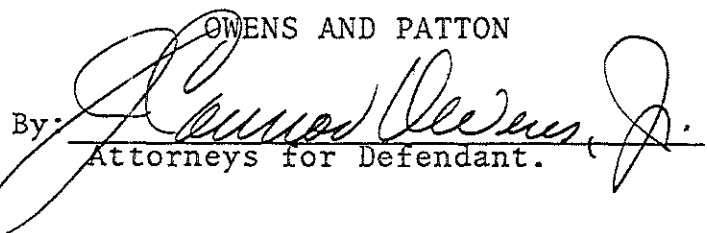
Now comes the Defendant, by its attorneys, and withdraws the demurrer heretofore filed to the complaint in this cause, and for answer to said complaint, says as follows:

1. The Defendant admits that on the 20th day of December, 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 Plaintiff in this case received an operation on February 20, 1967, for the removal of a disc in her back but denies loss of wages and further alleges that if Plaintiff did incur medical bills in connection with said operation that said operation arose from a pre-existing condition.

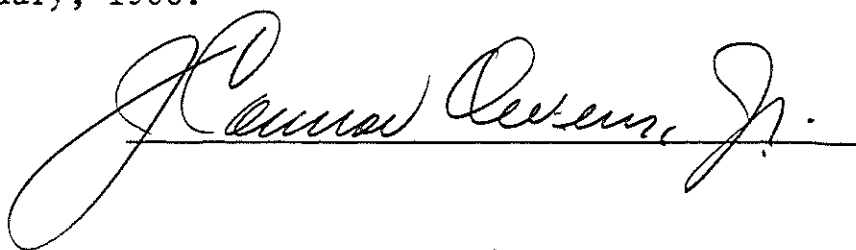
WHEREFORE, the Defendant says that the Plaintiff ought not to have and recover anything of the Defendant in this cause.

OWENS AND PATTON
 By: 
 Attorneys for Defendant.

FILED

JAN 15 1968

I, the undersigned, one of the attorneys of record for the Defendant in the foregoing cause, do hereby certify that I have this day forwarded a copy of the foregoing answer to Johnstone, Adams, May, Howard & Hill, the attorneys of record for the Plaintiff in said cause, by placing a copy of the same in the United States Mail, properly addressed, with postage prepaid, this 11th day of January, 1968.



FILED

JAN 15 1968

ALICE J. DUCK CLERK
REGISTER