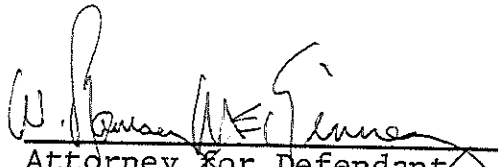


SAMMIE LEE JONES, : IN THE CIRCUIT COURT OF
Plaintiff : BALDWIN COUNTY,
v. : ALABAMA
GULF COAST FOUNDRY, INC., : AT LAW
Defendant. : CASE NO. 86576

A N S W E R

Comes now the defendant Gulf Coast Foundry, Inc.,
and for answer to the plaintiff's complaint says as fol-
lows:

1. The material allegations of the complaint are
untrue.
2. Not guilty.


Attorney for Defendant
First National Bank Building
Mobile, Alabama

Of Counsel:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

FILED

APR 11 1969

ALICE J. DUCK CLERK
RECLER

SAMMIE LEE JONES, : IN THE CIRCUIT COURT OF
Plaintiff : BALDWIN COUNTY,
v. : ALABAMA
GULF COAST FOUNDRY, INC., : AT LAW
Defendant. : CASE NO. 8654

The plaintiff claims of the defendant compensation under the Workmen's Compensation laws of the State of Alabama, and shows unto the Court the following:

1. That the plaintiff is over the age of twenty-one (21) years, and is a resident of Baldwin County, Alabama, residing at Foley, Alabama. The defendant is a corporation, having its place of business at Foley, Alabama.

2. That on the 8th day of April, 1968, while working as a cupola tender for the defendant, your Petitioner was injured when something exploded in a cupola causing metal to be blown into his face and eyes, and as a proximate result of this the plaintiff was blinded in his left eye and it was caused to be removed, and his right eye was damaged, had lacerations of the forehead and a contusion type laceration of the lip and he sustained permanent partial disability to the body as a result of said injuries. The plaintiff was caused to be hospitalized at the Doctors Hospital, Mobile, Alabama, on several occasions, and has been caused to incur medical

expenses, which have been paid by The Hartford Insurance Group.

3. The Petitioner and the defendant were, at the time of the accident, subject to the Workmen's Compensation law of the State of Alabama.

4. The plaintiff is a married man with a wife who is wholly dependent upon him and has two children under the age of eighteen (18) years, also dependent upon him.

5. The plaintiff's average weekly earnings at the time of the accident amounted to \$63.85 per week.

6. The defendant had actual and immediate knowledge of the plaintiff's injury.

7. The plaintiff has employed Forest A. Christian, Esq., to represent him in this matter.

SAMMIE LEE JONES
SAMMIE LEE JONES

STATE OF ALABAMA:

COUNTY OF BALDWIN:

Personally appeared before me the undersigned authority in and for said State and County, Sammie Lee Jones, who after being first duly sworn, doth depose and say that the statements contained in the foregoing Complaint are true.

SAMMIE LEE JONES
SAMMIE LEE JONES

Subscribed and sworn to before
me this the 11th day of April, 1969.

[Signature]
Notary Public, Baldwin County, Alabama
VOL 01 PAGE 815

Forest A. Christian, Esq., is hereby appointed to
represent the plaintiff in the above matter.

Julian W. Marshburn
CIRCUIT JUDGE

FILED

APR 11 1969

ALICE J. DUCK CLERK
REGISTER

SAMMIE LEE JONES, : IN THE CIRCUIT COURT OF
Plaintiff : BALDWIN COUNTY,
v. : ALABAMA
GULF COAST FOUNDRY, INC., : AT LAW
Defendant. : CASE NO. _____

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

This cause coming on for hearing on the complaint and answer filed by each of the respective parties, and the Court having been made aware of the facts of the case and the contentions advanced with respect thereto, and having heard from counsel and thereafter having fully considered the evidence, the Court does hereby make and file the following Findings of Fact and Conclusions of Law, and Judgment:

FINDINGS OF FACT

1. That the plaintiff was employed by the defendant on, to-wit, April 8, 1968. At that time an employee-employer relationship existed between the plaintiff and the defendant, and the plaintiff and the defendant were then subject to the Workmen's Compensation law of the State of Alabama.

2. On, to-wit, April 8, 1968, when the plaintiff was an employee of the defendant, the plaintiff was involved in an accident while working within the line and

scope of his employment.

3. The defendant had immediate notice of the accident and of the plaintiff's injuries.

4. At the time of the accident and the injuries of the plaintiff, the plaintiff was married and had two dependent children under the age of eighteen (18) years. At the time of the accident the plaintiff's average weekly earnings was in the amount of \$63.85 per week. He is therefore entitled to be paid 65% of the average weekly earnings, or the rate of \$41.50 per week during temporary total disability.

5. As a result of the accident of, to-wit, April 8, 1968, the plaintiff suffered a contusion type laceration of the lip, other facial injuries, suffered complete loss of sight in his left eye, suffered a thermal burn of the right eye. He developed a cataract of the right eye and had to have surgery for the removal of the cataract and for the removal of a foreign body in the eye as a result of the accident. All of these injuries were caused and suffered by the plaintiff as a result of the accident of, to-wit, April 8, 1968, at which time there was an explosion in a cupola over which the plaintiff was working causing steel fragments to be blown against and into his face.

6. The Court finds that the defendant has paid all of the medical expenses incurred by the plaintiff in the treatment of the injuries in question, and that no additional medical expenses are to be paid by the defendant.

7. As a result of the accident involved in this case the plaintiff suffered complete loss of his left eye, and the plaintiff has suffered damage to his right eye resulting in a 15% visual loss for distance vision and no visual loss for near vision, with a combined loss for distance and near with an aphakici of 54% of the right eye. The plaintiff has distance vision with correction in the right eye of 20/40. On the measurement of central visual acuity for distance without corrective lenses, the distance vision of the right eye and near vision for the right eye without corrective lenses is finger count.

8. The Court finds that the defendant has paid to the plaintiff temporary total disability for a period of 26 weeks five days at the rate of \$41.50 per week, or a total of \$1,108.60. The Court further finds that the defendant has paid to the plaintiff an advance payment of \$500.00 to be applied to the permanent partial disability rating of the plaintiff, and the Court further finds that the defendant has paid all medical, surgical

and hospital expenses of the plaintiff, and finds that there is no other, further or additional medical treatment to be rendered to the plaintiff for which the defendant is to be liable.

9. The Court finds that a dispute has arisen as to the amount of compensation to which the plaintiff is entitled, and has resulted in a settlement between the parties hereto. The Court further finds that the plaintiff has been paid all of the temporary total disability compensation payment to which he is entitled, that being the sum of \$1,108.60 hereinabove mentioned. In an effort to compromise this case without further litigation, the plaintiff has agreed to accept and the defendant has agreed to pay the sum of \$10,000.00, in addition to the temporary total payments already made and in addition to the \$500.00 advance on the permanent partial disability, and the \$10,000.00 payment shall not be commuted.

10. The foregoing findings are made pursuant to a settlement agreement between the plaintiff and the defendant. The Court finds the foregoing facts to be true and also makes the findings of fact that the agreed settlement is for and in the best interest of the plaintiff and approves the settlement agreement.

CONCLUSIONS OF LAW

1. The plaintiff and defendant are subject to the Workmen's Compensation Act of the State of Alabama.

2. The plaintiff was entitled to be paid 65% of his average weekly wage in view of the fact that he was married with a dependent wife and two dependent children, and that his average weekly wage was \$63.85.

3. Plaintiff had a temporary total disability which existed for 26 weeks five days and for which he has been compensated at the rate of \$41.50 per week, or a total of \$1,108.60.

4. The Court has jurisdiction of the parties and the cause of action in this judgment, and its judgment is final in this cause and binding on all parties as to this injury, the compensation to which the employee-plaintiff is entitled to receive and the medical payments which have been paid at this day, and the Court finds that the defendant has paid all the medical payments which it is obligated to pay.

5. The plaintiff and the defendant have reached a settlement agreement as is outlined and described in the foregoing findings of fact, and the Court being

aware of the medical picture involved, and being aware of the fact that the doctor involved has stated that in his opinion the plaintiff has an 85% permanent partial disability to the body as a whole, the Court finds that the settlement agreement is for the best interest of the plaintiff, and the Court approves the settlement agreement as described.

JUDGMENT

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court, based upon the foregoing findings of fact and conclusions of law, that the plaintiff have and recover of the defendant compensation at the rate of \$41.50 per week for a period of 26 weeks five days for temporary total disability which equals an amount of \$1,108.60, all of which has been paid to the plaintiff by the defendant; that the plaintiff have and recover of the defendant an additional amount of compensation in the amount of \$10,500.00, of which \$500.00 has been paid to the plaintiff by the defendant, in consideration for the settlement of the plaintiff's claim, which the Court finds to be in the best interest of the plaintiff based upon the foregoing findings of fact and conclusions of law involved.

It is further ordered that the defendant be and is

hereby discharged of its statutory duty to the plaintiff to pay any additional medical, surgical or related medical expenses as a result of the said accident by having heretofore paid all medical benefits required of it by the laws of the State of Alabama.

The defendant may discharge this judgment by paying to the plaintiff and his counsel of record the total sum of \$10,000.00, out of which a lien in the amount of 15% of the \$10,000.00 is hereby declared upon said recovery for Forest A. Christian, attorney for the plaintiff, being the statutory fee, and the payment of this total sum of \$10,000.00 is to be in full and final settlement of all claims against the defendant by this plaintiff arising out of said accident which is the basis of this suit, together with all the costs of this cause of action, for the collection of which execution may issue.

Done this 11th day of April, 1969.

J. Blair H. Maddox
JUDGE, CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA