

ORDERED AND ADJUDGED on this the 29th day of April, 1970.

Sufair J. Maslowski
Judge

FILED

APR 29 1970

ALICE J. DUCK CLERK
REGISTER

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ED TRAYVICK,

Ø

Plaintiff,

VS.

Ø

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

RAY E. LOPER LUMBER COMPANY,
INC., a corporation,

Ø

AT LAW

NO. 9208

Defendant.

Ø

AMENDED AGREEMENT AND PETITION FOR LUMP SUM
SETTLEMENT UNDER WORKMEN'S COMPENSATION LAW

THAT, WHEREAS, the parties hereinafter named did, by a written instrument dated April 13, 1970, agree upon a lump sum settlement under the Workmen's Compensation Law, which agreement contained errors in that it did not correctly describe the amount of compensation which had been paid to the employee named herein, because of which it is necessary that an amended agreement and petition be filed:

NOW, THEREFORE, the undersigned ED TRAYVICK, plaintiff (employee), and RAY E. LOPER LUMBER COMPANY, INC., a corporation, defendant (employer), being the only parties interested in this proceeding, hereby file this amended petition, and petition the court for approval of the following agreement and settlement of this proceeding, and agree and represent unto the court as follows:

1. The said employer and employee are now, and were on the date of the accident hereinafter referred to, subject to the provisions of the Workmen's Compensation Law of Alabama. The said employee is an adult, residing in Escambia County, Alabama, who can read and understand the English language, and did on, to-wit, November 15, 1968, sustain an injury by accident while employed by the said employer, which accident and injury arose out of his employment and occurred in Baldwin County, Alabama, which resulted in approximately 25% permanent partial physical impairment of the use

of the neck of the plaintiff (employee), representing about 5% of his total body. At the time of his said injury, the said employee was receiving wages at the rate of \$61.11 per week. Since the date of the said injury he has been paid full compensation in the manner provided by law for a total of 64 weeks and 4 days, making a total of \$2367.84 at \$36.67 per week paid under the provisions of the Workmen's Compensation Act.

2. In addition to the above payment of \$2367.84, the said defendant (employer) has paid doctor, hospital and medical bills for the said employee in the amount of \$4304.95.

3. The plaintiff (employee) acknowledges that he has received the full medical, surgical and hospital benefits provided by the Workmen's Compensation Law, the cost of which has been paid by the defendant (employer).

4. It is hereby agreed by the parties hereto that the plaintiff (employee) is entitled to and shall receive additional compensation for the said injury of \$865.58, \$158.16 of which has been paid, leaving a balance due of \$707.42, which said sum of \$865.58 is 10% of the said plaintiff's (employee's) average weekly compensation, or the sum of \$3.68 per week for a period of 235 weeks and 3 days.

5. Upon payment of the said sum of \$707.42 and the costs of this proceeding, the defendant (employer) shall be discharged from all other and further liability to the plaintiff (employee).

6. An affidavit of Joe B. Ray, M. D., showing the extent of the plaintiff's (employee's) injuries is attached to and made a part of the original agreement and petition for a lump sum settlement heretofore filed in this cause.

This settlement, as described in this agreement and in the original agreement filed in this cause between the parties hereto, is the full and final settlement of all claims on account of the said injury.

Dated this 29 day of April, 1970.

(^{His}
~~X~~) Ed Trayvick
Ed Trayvick, Plaintiff (Employee)
mark

RAY E. LOPER LUMBER COMPANY, INC.,
a corporation

By *[Signature]*
Ray E. Loper
As its President
(Employer) Defendant

[Signature]
Attorney for Plaintiff (Employee)

J. B. Blackburn
Attorney for Defendant (Employer)

FILED

APR 29 1970

ALICE J. DUCK CLERK
REGISTER

STATE OF ALABAMA \emptyset

BALDWIN COUNTY \emptyset

I, *Tam Wilkins Jr.*, a Notary Public, in
and for said County in said State, hereby certify that Ed Trayvick,
whose name is signed to the foregoing instrument, and who is known
to me, acknowledged before me on this day that, being informed of
the contents of the instrument, he executed the same voluntarily
on the day the same bears date.

Given under my hand and seal on this the 29 day of
April, 1970.

[Signature]
Notary Public, Baldwin County, Alabama

STATE OF ALABAMA \emptyset

BALDWIN COUNTY \emptyset

I, *Ernestine R. Lewis*, a Notary Public, in
and for said County in said State, hereby certify that Ray E. Loper,

whose name as President of Ray E. Loper Lumber Company, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on this the 29th day of April, 1970.

Ernestine R. Loris

Notary Public, Baldwin County, Alabama

FILED

APR 29 1970

ALICE J. DUCK CLERK
REGISTER

ED TRAYVICK,	Ø	
		IN THE CIRCUIT COURT OF
Plaintiff,		BALDWIN COUNTY, ALABAMA
VS.	Ø	
		AT LAW
RAY E. LOPER LUMBER COMPANY,	Ø	NO. _____
INC., a corporation,		
Defendant.	Ø	

ORDER APPROVING LUMP SUM SETTLEMENT

Upon reading the agreement and petition for a lump sum settlement under the Workmen's Compensation Law that has been filed in this cause on this date, and being fully advised in the premises, and it appearing that the allegations of the said agreement and petition are true, and that the settlement is substantially in accord with the provisions of the Workmen's Compensation Law of Alabama, and that the lump sum settlement should be approved by the court, it is hereby ORDERED AND ADJUDGED by the court as follows:

1. The agreement, petition, settlement and release which provide for a lump sum settlement and for an additional payment into court for the said employee of the sum of \$ 707.42 ; be and the same be hereby in all respects approved.

2. The fee of Taylor D. Wilkins, Jr., attorney for the plaintiff (employee), is hereby fixed at \$ 70.75 , or 10 % of the amount of the total award as shown by the said agreement, petition, settlement and release.

3. The costs of this proceeding are hereby taxed against the defendant.

ORDERED AND ADJUDGED on this the 13th day of April, 1970.

Joseph H. Manselbury
Judge

FILED

APR 13 1970

ED TRAYVICK,

Ø

Plaintiff,

VS.

Ø

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

RAY E. LOPER LUMBER COMPANY,
INC., a corporation,

Ø

AT LAW

NO. 9108

Defendant.

Ø

AGREEMENT AND PETITION FOR LUMP SUM SETTLEMENT
UNDER WORKMEN'S COMPENSATION LAW

The undersigned ED TRAYVICK, the plaintiff (employee) and RAY E. LOPER LUMBER COMPANY, INC., a corporation, defendant (employer), being the only parties interested in this proceeding, hereby petition the court for approval of the following agreement and settlement of this proceeding, and agree and represent unto the court as follows:

1. The said employer and employee are now and were on the date of the accident hereinafter referred to subject to the provisions of the Workmen's Compensation Law of Alabama. The said employee, an adult residing in Escambia County, Alabama, who can read and understand the English language, did on, to-wit, November 15, 1968, sustain an injury by accident while employed by the said employer, which accident and injury arose out of his employment and occurred in Baldwin County, Alabama, which resulted in approximately 25% permanent partial physical impairment of the use of the neck of the plaintiff (employee), representing about 5% of his total body. The said employee was receiving at the time of his said injury wages at the rate of \$36.67 per week. Since the date of the said injury he has been paid full compensation in the manner provided by law for a total of 64 weeks and 4 days, making a total payment of \$158.16 paid under the provisions of the Workmen's Compensation Act.

2. In addition to the above payment of \$158.16, the said

defendant (employer) has paid doctor, hospital and medical bills for the said employee.

3. The employee acknowledges that he has received the full medical, surgical and hospital benefits provided by the Workmen's Compensation Law, the cost of which has been paid by the employer.

4. It is hereby agreed by the parties hereto that the plaintiff (employee) is entitled to and shall receive additional compensation for the said injury of \$707.42, making a total payment of \$865.58, which amount is 10% of the said plaintiff's (employee's) average weekly wage, or the sum of \$3.68 per week for a period of 235 weeks and 3 days.

5. Upon payment of the said sum of \$707.42 and the costs of this proceeding, the defendant (employer) shall be discharged from all other and further liability to the plaintiff (employee).

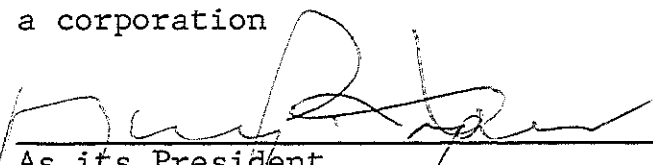
6. Attached hereto and made a part hereof is an affidavit of Joe B. Ray, M. D., showing the extent of the plaintiff's (employee's) injuries.

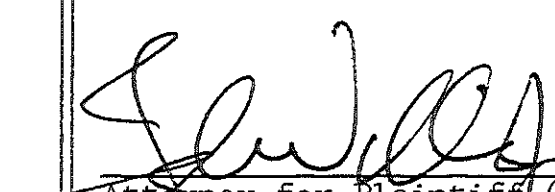
This settlement contains the whole agreement between the parties hereto and is the full and final settlement of all claims on account of the said injury.

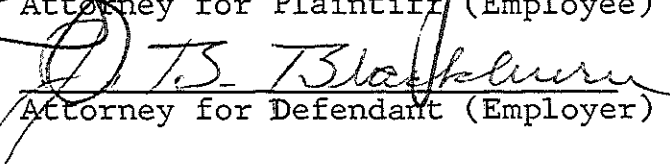
Dated this 13th day of April, 1970.


Ed Trayvick, Plaintiff (Employee)

RAY E. LOPER LUMBER COMPANY, INC.,
a corporation

By 
As its President
Defendant (Employer)


Attorney for Plaintiff (Employee)


Attorney for Defendant (Employer)

FILED

APR 13 1970

ALICE J. DUEK CLERY
REC'D

STATE OF ALABAMA §

*

BALDWIN COUNTY §

I, Tale W. Kelly, a Notary Public, in and for said County in said State, hereby certify that Ed Trayvick, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 13 day of April, 1970.

Tale W. Kelly
Notary Public, Baldwin County, Alabama

STATE OF ALABAMA §

*

BALDWIN COUNTY §

I, Ernestine R. Loper, a Notary Public, in and for said County in said State, hereby certify that Ray E. Loper, whose name as President of Ray E. Loper Lumber Company, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on this the 13th day of April, 1970.

Ernestine R. Loper
Notary Public, Baldwin County, Alabama

FILED

APR 13 1970

ALICE J. LEE

JOE B. RAY, M.D.
PRACTICE LIMITED TO ORTHOPAEDIC SURGERY
TELEPHONE 433-2691

179 LOUISELLE STREET

MOBILE, ALABAMA 36607

February 11, 1970

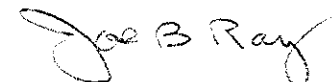
Mr. Ray E. Loper
Ray E. Loper Lumber Company
Bay Minette, Alabama

Re: Ed Trayvick

Dear Mr. Loper:


Edward Trayvick has 25% permanent partial physical impairment of the use of his neck. Representing about 5% of his total body. This is not progressive and is presently stabilized so that the patient should be able to be discharged from compensation coverage. Any settlement made with him, however should allow for provision for the possibility of subsequent clean up of the skull tong holes which drain intermittently. Again I would like to say that the weakness in his arm and leg and face are due to a stroke unrelated to the accident for which he was treated by me.

Yours very truly,


Joe B. Ray, M.D.

JBR/cb

Sworn to and subscribed before me on
this the 10th day of April, 1970.


Notary Public, State of Alabama at Large

ED TRAYVICK,	Ø	
		IN THE CIRCUIT COURT OF
Plaintiff,	Ø	BALDWIN COUNTY, ALABAMA
VS.		
RAY E. LOPER LUMBER COMPANY,	Ø	AT LAW
INC., a corporation,		NO. <u>9205</u>
Defendant.	Ø	

ORDER APPROVING EMPLOYMENT OF ATTORNEY

The plaintiff and Taylor D. Wilkins, Jr., his attorney, having heretofore presented to this court a written instrument in which petitioner states that he has employed Taylor D. Wilkins, Jr., an attorney, to represent him in this cause, which instrument prays that the court ratify and approve the employment of such attorney, upon consideration of the said instrument, the plaintiff is hereby authorized to employ Taylor D. Wilkins, Jr., an Attorney at Law, to represent him in a claim for injuries arising out of an accident allegedly sustained in the line and scope of his employment while employed by the defendant, Ray E. Loper Lumber Company, Inc., a corporation.

Done on this the 13th day of April, 1970.

T. H. G. W. W. W. W. W.
Circuit Judge

FILED

APR 13 1970

ALICE J. BRY

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