

ALBERT STARR,
Plaintiff,

VS

STANDARD FURNITURE MFG. CO.,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

CASE NO. 9700

Plaintiff claims of the Defendant benefits under the Workmen's Compensation Laws of Alabama due and owing under the following statement of facts: On September 30, 1969, the relation of employer and employee existed between Defendant, a corporation, and Plaintiff; and both Defendant and Plaintiff were subject to the Workmen's Compensation Laws of Alabama, and while so employed and engaged in the business of the Defendant, and while acting in the line and scope of his employment with said Defendant, the Plaintiff suffered an accident, which arose out of and in the course of said employment. As a proximate result of said accident, Plaintiff has been totally disabled. A controversy has arisen as to the benefits to be paid under the Workmen's Compensation Laws of Alabama.

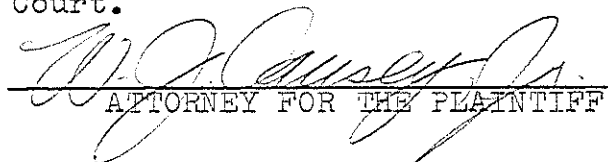
1. Plaintiff is over the age of 21 years and is a resident of Monroe County, Alabama. Defendant's name is Standard Furniture Mfg. Co., located in Bay Minette, Alabama.

2. At the time of said accident, on to-wit, September 30, 1969, Plaintiff was working in the scope of his employment as a truck driver and was in Chigago, Illinois, and while so engaged Plaintiff slipped in his truck and fell, and as a proximate result Plaintiff was severely injured. His back and pelvis were separated, and it resulted in severe pain and discomfort, and required doctor's care and treatment and hospitalization. He has suffered and continues to suffer great pain from said injury, and is disabled to work.

3. Plaintiff avers that Defendant, Standard Furniture Mfg. Co., had prompt and immediate notice of said accident, and that the said Defendant, or its insuror, the Liberty Mutual Insurance Company, paid the medical bills of the Plaintiff, and paid him Workmen's Compensation benefits from October, 1969, until March 13, 1970, at which time payments were stopped.

4. Plaintiff alleges that at the time of the accident he was receiving a salary on the average in the sum of \$125.00a week. Plaintiff further alleges that he is totally disabled and that he has been disabled to work since November, 1970, to the present date.

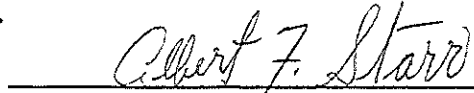
Wherefore, the premises considered, the Plaintiff claims of the Defendant such benefits as he is entitled to receive under the Workmen's Compensation Laws of Alabama, in addition to the benefits already received. He prays that notice may be given the Defendant and that a hearing may be had, all in accordance with the laws and the rules of this Honorable Court.


ATTORNEY FOR THE PLAINTIFF

State of Alabama

Monroe County

Before me, William J. Causey, Jr., a Notary Public in and for said State and County, personally appeared Albert Starr, who is known to me, and who being by me first duly sworn, deposes and says: That he has read the foregoing petition and the statements made therein are true and correct and that he knows of his own knowledge that they are correct.



Sworn to and subscribed before me this 9 day of February, 1971.


NOTARY PUBLIC, MONROE COUNTY, ALABAMA

FILED

FEB 11 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

State of Alabama

Baldwin County

To the Honorable Judge of the Circuit Court of Baldwin County:

Now comes Albert Starr and shows unto your Honor that he was an employee as defined by the Workmen's Compensation Laws of Alabama, that his employer was Standard Furniture Manufacturing Co., that he has suffered an injury while acting in the line and scope of his employment, that he has been unable to reach settlement with his employer and that he prays permission to secure the services of an attorney to represent him in said matter. He requests permission to secure the services of William J. Causey, Jr., an attorney at law at Monroeville, Alabama.

Albert F. Starr

FILED

FEB 11 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

ALBERT STARR,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
vs.)	AT LAW
STANDARD FURNITURE MFG.,)	
CO.,)	
Defendant.)	CASE NO. 9700

FINDINGS OF FACT, CONCLUSIONS OF LAW
AND FINAL JUDGMENT

The parties hereto, by and between their attorneys, having stipulated and agreed to the facts herein, and the Court having considered the same, and based on said stipulation, the Court makes the following finds of fact and conclusions of law:

FINDINGS OF FACT

The Court finds that the plaintiff was employed by the defendant on September 30, 1969, and that both the defendant and the plaintiff were subject to the Workman's Compensation Laws of Alabama, and that the plaintiff, while so employed, suffered an accident which arose out of and in the course of said employment, when the plaintiff slipped and fell and injured his back. The Court further finds that the defendant had prompt and immediate notice of said accident and has paid all medical and hospitalization expenses incurred by the plaintiff in the treatment of his injury suffered as aforesaid from the date of said injury to and including March 13, 1970, at which time the plaintiff returned to work. The Court further finds that during the period October 22, 1969 through and including March 13, 1970, plaintiff was paid all compensation benefits to which he was entitled pursuant to the Workman's Compensation Act of Alabama. The Court further finds that subsequent to the said March 13, 1970, and commencing on, to-wit,

November 1, 1970, the plaintiff, as a result of the injuries received in the course of his employment as aforesaid, was temporarily totally disabled for an additional period of 9.1 weeks.

The Court further finds that the plaintiff is entitled to benefits for this period at the rate of \$55.00 per week.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. That plaintiff have and recover from the defendant the sum of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS, representing the remainder of the benefits to which the plaintiff is entitled pursuant to the Workman's Compensation Acts of Alabama and as a proximate result of the injuries received while employed by the defendant herein as aforesaid.

2. That the defendant pay court costs in this proceeding.

Dated this 25th day of May, 1971.

Jeffery A. Malliburn
Judge, Circuit Court of Baldwin
County, Alabama

FILED

MAY 25 1971

EUNICE B. BLACKMON CIRCUIT
CLERK