

IN THE MATTER OF COMPENSATION FOR INJURY

ANDREW DOUGLAS, : IN THE CIRCUIT COURT OF
Employee, : BALDWIN COUNTY, ALABAMA
VS. : AT LAW
HAROLD KEO GREEN & VENDORS, :
Employer. : CASE NO. 9775

AGREEMENT AND PETITION FOR
APPROVAL OF LUMP SUM SETTLEMENT

The undersigned being the only parties interested in the above matter, hereby petition the Court for approval of the following agreement and settlement and represent unto the Court as follows:

That the Employee and Employer were at the time of the accident herein referred to subject to the provisions of the Workmen's Compensation Laws of Alabama as amended; That Andrew Douglas, the Employee, was employed by Harold Keo Green & Vendors on January 16, 1970, the date of the accident hereinafter referred to. That said employee is over the age of twenty-one (21) years and can read, write and understand the English language; that the employee resides at Daphne, Alabama. On January 16, 1970, while engaged in the duties of his employment with Harold Keo Green & Vendors, the employee suffered an injury to his lower back. The employee's average weekly earnings were Fifty-Seven and 44/100 (\$57.44) Dollars. The employee was temporarily-totally disabled for a number of weeks, during which time compensation payments were made by employer. In addition, during such compensation payments, employer has paid all medical expenses which have been incurred in treatment of said injury other than the bills of Dr. Kenneth Cooper, a chiropractor. A dispute has arisen between employee and employer as to the extent of employee's disability. The employee and

his attorney, Phyllis S. Nesbit, and the employer and its attorney, Robert G. Kendall, desire to compromise and settle the employee's claim in a lump sum of payment of Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars, in addition to the amounts previously paid.

The employer and employee desire to compromise and settle any and all claims arising or to arise out of or in any way connected with said injury or disability or the treatment thereof irrespective of any disability which might develop in the future; that said employer and employee have agreed upon a final settlement and satisfaction of any and all claims upon the following terms and conditions:

That, subject to the approval of this Court, said employer will pay and employee will receive and accept in a lump sum Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars, in addition to the money already received as set out above, in full and final settlement and satisfaction of any and all claims in any way arising out of or connected with said accident, injury or disability or the treatment thereof, irrespective of any disability or wages which might exist or be earned by said employee in the future and for any and all obligations to pay any further or additional compensation or any other sum of whatsoever kind or nature, or to furnish or pay for any medical or surgical apparatus, or hospitalization, irrespective of the amount or extent of any part of 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 or expressed obligation of any kind to said employee except the payment of the said lump sum as hereinabove stated.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this 29th day of March, 1971.

Andrew Douglas
Andrew Douglas, Employee

Phyllis S. Nesbit
Phyllis S. Nesbit, Attorney for Employee

HAROLD KEO GREEN & VENDORS

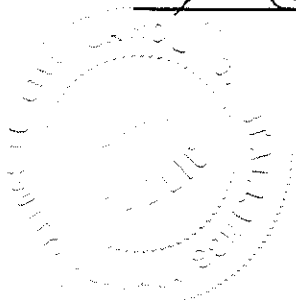
BY Robert Skelton
Attorney for Employer

STATE OF ALABAMA:

COUNTY OF BALDWIN:

On this 29th day of March, 1971, before me, a Notary Public in and for said County and State, personally appeared Andrew Douglas, 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 29th day of March, 1971.



FILED

MAR 30 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

Carol L. Stallings
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA

9775

Andrew Douglas

vs.

Harold Kes Green
& Vendors

FILED

MAR 29 1971

EUNICE B. BLACKMON CIRCUIT
CLERK



ANDREW DOUGLAS, : IN THE CIRCUIT COURT OF
Employee, : BALDWIN COUNTY, ALABAMA
VS. : AT LAW
HAROLD KEO GREEN & VENDORS, :
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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, Andrew Douglas, 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 the claimant's claim, and the liability of the defendant employer, Harold Keo Green & Vendors, and being of the opinion that it is to the best interest of the employee, Andrew Douglas, that he settle and compromise his claim as set out in the agreement, the Court does hereby find and determine that it is for the best interest of said employee, Andrew Douglas, that he accept the sum of Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars compensation, in addition to what he has already received, plus medical expenses which have already been paid, as a full compromise settlement and satisfaction of all claims which might otherwise be asserted on account of said matter, as stated in said petition. The Court further finds that Phyllis S. Nesbit, attorney for employee, is entitled to and shall be paid a fee of \$ 200.00 out of the above stated sum of Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars.

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 31st day of March, 1971, at Bay Minette, Alabama.

J. J. J. Madsen
JUDGE

FILED

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EUNICE B. BLACKMON CIRCUIT
CLERK

April 26, 1971
This judgment having been satisfied and paid in full, the same is hereby cancelled.

*Arthur L. Nesbit
Miller, Brantley & Nesbit
Attorneys at Law*