

STATE OF ALABAMA
COUNTY OF BALDWIN

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN RE: IN THE MATTER OF COMPENSATION FOR INJURY

AT LAW

TO JAMES E. JACKSON, Employee,

9777

vs.

BON SECOUR FISHERIES, INC., a corporation,
Employer,

THE EMPLOYERS - COMMERCIAL UNION INSURANCE
GROUP, Insurer of Employer.

SETTLEMENT AND PETITION

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

1. That the parties herein are subject to the provisions of the Workmen's Compensation Law of Alabama. That the said employee, age 31, residing in Bon Secour, Alabama, who can read and understand the English language, did on the 6th day of January, 1970, sustain an injury by accident while employed by said employer, which injury occurred in Bon Secour, Alabama, and resulted in permanent partial disability of said employee, and consisted of ten per cent (10%) of the body as a whole.

Wherefore, it is hereby agreed that the employee is entitled to and shall receive compensation for said injury for three hundred (300) weeks at FOUR AND 64/100 (\$4.64) DOLLARS or a total of ONE THOUSAND THREE HUNDRED NINETY-TWO (\$1,392.00) DOLLARS, less 47 and 5/7 weeks already paid in the amount of TWO HUNDRED TWENTY-ONE AND 38/100 (\$221.38) DOLLARS less overpayment of TTD for a period from the 6th day of November, 1970 through the 23rd day of December, 1970 in the amount of TWO HUNDRED NINETY-TWO AND 53/100 (\$292.53) DOLLARS, the receipt of which is hereby acknowledged by the employee, and the balance of SEVEN HUNDRED THIRTY-FOUR AND 25/100 (\$734.25) DOLLARS, which is the commuted value in the lump sum settlement discounted at 4% for a lump sum settlement, under the statute in such cases made and provided, and is the combined total of compensation commuted to be paid, all subject to the limitations of said act, and the employee agrees to give proper receipts for each payment made hereunder.

The employee acknowledges that he has received to date medical and surgical treatments and benefits given by said Act in the amount of FIVE HUNDRED SIXTY-FIVE AND 62/100 (\$565.62) DOLLARS, and the employer agrees to continue to furnish the same, if any be necessary to the extent and in the manner required by said Act.

The employee agrees to present himself for examination, or if physically unable to do so, to submit to examination by the physician or physicians designated by the employer when requested.

This settlement contains the entire agreement between the parties hereto.

Dated at Bay Minette, Alabama on this the 31st day of March, 1971.

James E. Jackson
JAMES E. JACKSON

BON SECOUR FISHERIES, INC., a corporation

By John V. Duck
As it's Attorney

THE EMPLOYERS-COMMERCIAL UNION INSURANCE GROUP

By John V. Duck
As it's Attorney

STATE OF ALABAMA
COUNTY OF BALDWIN

On this the 31 day of March, 1971, before me, a Notary Public in and for said county and state, personally appeared JAMES E. JACKSON, to me known to be the identical person described in and who executed the foregoing instrument as Employee, and acknowledges that the same is true; that after reading the same or having the same read to him, and with a full understanding of the terms and the effect thereof, he executed the same as his free act and deed and for the uses and purposes therein expressed, and as a full settlement of all claims on account of said injury.

Eunice B. Blackmon
NOTARY PUBLIC

My commission expires:

8-17-73

FILED

MAR 31 1971

EUNICE B. BLACKMON CIRCUIT CLERK

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DECREE APPROVING LUMP SUM SETTLEMENT

Upon reading and filing the foregoing joint petition, and settlement and agreement of the parties, and being fully advised in the premises, and it appearing that the allegations of said petition are true, and that the said settlement is substantially in accordance with the provisions of the Workman's Compensation Law of Alabama, and that the lump sum settlement for SEVEN HUNDRED THIRTY-FOUR AND 25/100 (\$734.25) DOLLARS should be approved by the Court, and it further appearing unto the Court that the Employee has received the sum of ONE THOUSAND THREE HUNDRED NINETY-TWO (\$1,392.00) DOLLARS, less an overpayment TTD for a period from the 6th day of November, 1970 through the 23rd day of December, 1970 in the amount of TWO HUNDRED NINETY-TWO AND 53/100 (\$292.53) and in addition thereto received medical benefits in the amount of FIVE HUNDRED SIXTY-FIVE AND 62/100 (\$565.62) DOLLARS.

It is therefore, ORDERED, ADJUDGED and DECREED by the Court that the said petition, settlement and agreement and release be, and the same are hereby approved, and that the parties in all things conform thereto.

DONE this the 31st day of March, 1971.

Dejaun M. Madison
CIRCUIT JUDGE

FILED

MAR 31 1971

EUNICE B. BLACKMON
CIRCUIT CLERK