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| PETER YOUNG, JR., |) | IN THE CIRCUIT COURT OF |
| Plaintiff, |) | BALDWIN COUNTY, ALABAMA |
| vs. |) | AT LAW |
| VANN COMPANY, INC., a corporation, |) | 9887 |
| Defendant. |) | |

Plaintiff claims of the Defendant, benefits under Workmen's Compensation Laws of Alabama due and owing under the following statement of facts:

On, to-wit: the 3rd day of July, 1970, the relation of employer and employee, or master and servant, existed between the Defendant, VANN COMPANY, INC., an Alabama corporation, and Plaintiff, which was subject to the Workmen's Compensation Laws of Alabama, and while so employed and engaged in the business of the Defendant, VANN COMPANY, INC., and while acting in the line and scope of his employment with said company, the Plaintiff suffered an accident which arose out of and in the course of said employment. As the proximate result of said accident, Plaintiff has been totally disabled. The controversy has arisen to the benefits to be paid under the Workmen's Compensation Laws of Alabama.

Plaintiff's name is PETER YOUNG, JR. and he resides at Route 1, Box 285-A, Daphne, Alabama. The Defendant's name is VANN COMPANY, INC., a corporation.

At the time of said accident, on, to-wit: the 3rd day of July, 1970, Plaintiff was unloading a truck which was owned by the Defendant, VANN COMPANY, INC., in the line and scope of his employment, and while so engaged in unloading the truck at the construction site of the Fairhope Middle School on Fairhope Avenue Extension in Baldwin County, Alabama, the Plaintiff fell off the truck onto a pile of brick, and as the proximate result, Plaintiff was severely injured, having his back and spine injured, and received numerous other injuries.

Plaintiff avers that Defendant, VANN COMPANY, INC., a corporation, had the prompt and immediate notice of said accident, and that the said VANN COMPANY, INC. or it's insurer, has not paid any of the doctor and drug bills of the Plaintiff, or any hospital bills, since the date of the injury.

Plaintiff alleges that at the time of the injury he was receiving wages in the sum of TWO AND 50/100 (\$2.50) DOLLARS per hour, and was averaging take-home pay of ONE HUNDRED (\$100.00) DOLLARS per week. Plaintiff further alleges that he is totally disabled and that he has been continuously totally and entirely disabled since the date of said injuries to the present date.

WHEREFORE, Plaintiff claims of the Defendant, VANN COMPANY, INC., such benefits as he is entitled to receive under the Workmen's Compensation Laws of Alabama. He prays that notice may be given the Defendant and that hearing may be had, all in accordance with the laws and rules of this Honorable Court.

PETER YOUNG, JR.
PETER YOUNG, JR.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, John V. Dyer, a Notary Public in and for said state and county, personally appeared PETER YOUNG, JR., who is known to me, and who being first duly and legally sworn, deposes on oath and says: That he has read or has had read to him, the foregoing Petition and the statements made therein are true and correct and he knows of his own knowledge that they are correct.

PETER YOUNG, JR.
PETER YOUNG, JR.

Sworn to and subscribed before me on
this 16th day of June, 1971.

John V. Dyer
NOTARY PUBLIC

FILED

JUN 17 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No.

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon VANN COMPANY, INC.

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette against.....

VANN COMPANY, INC.

Defendant.....

by PETER YOUNG, JR.

Plaintiff.....

Witness my hand this 17 day of June 1971

Ernie L. Blackman, Clerk

Levin's Fisher

8766

No. 9887 Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

7
6
R

Peter Young, Jr.

Plaintiffs

vs.

6/23
owner
Vann Company, Inc.
5235 Hartley Rd.
Saraland, Ala.

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

JUN 17 1971 Clerk

EUNICE B. BLACKMON CIRCUIT
CLERK

John V. Duck

Plaintiff's Attorney

Defendant's Attorney

*RECEIVED
SHERIFF'S DEPT.
MOBILE COUNTY, ALA.
JUN 18 1971*

Defendant lives at
5235 Hartley Road, Saraland, Ala.

Received In Office

June 17 1971
(Taylor, Wilkins) Sheriff

I have executed this summons

this *June 22 1971*
by leaving a copy with

Vann Co. Inc.
by service on
Mr. Vann, owner

Ray D. Bridges Sheriff

W. Lewis Deputy Sheriff

| | | |
|-----------------------|---|-------------------------|
| PETER YOUNG, JR., |) | IN THE CIRCUIT COURT OF |
| Plaintiff, |) | BALDWIN COUNTY, |
| vs. |) | ALABAMA |
| VANN COMPANY, INC., a |) | AT LAW |
| corporation, |) | |
| Defendant. |) | CASE NO. 9887 |

ORDER APPROVING SETTLEMENT AND PETITION

On this date came Peter Young, Jr., the Plaintiff in the above styled cause, the employee and Vann Company, Inc., a corporation, the employer, and filed their Petition and Agreement of Settlement for an injury alleged to have been sustained by the said employee, Peter Young, Jr.

The Court having examined the Settlement and Agreement and having considered the same finds as follows:

1. That on, to-wit, July 3, 1970, the Plaintiff was a workman or employee employed by Vann Company, Inc., a corporation, and that the said employment was subject to the Workmen's Compensation Law of the State of Alabama, and that his average weekly wage was at and before the said date approximately \$100.00 per week.

2. That no compensation or medical expenses have been paid by the Defendant employer.

3. That a controversy has arisen between the Petitioners as follows:

That the Plaintiff, Peter Young, Jr., contends that he was injured on July 3, 1970, while working within the line and scope of his employment with the Defendant; that he fell from a truck and injured his back and spine and has sustained a permanent partial disability; that his injuries arose out of and on account of his employment by the said Vann Company, Inc., a corporation; that the Defendant, Vann Company, Inc.,

a corporation, had prompt and immediate notice of the said accident.

The Defendant, Vann Company, Inc., a corporation, on the other hand contends that the Plaintiff, Peter Young, Jr., was not injured on or about July 3, 1970, and that he has suffered no permanent partial disability as a result of his alleged accident or injury; that any disability that he has did not arise out of or on account of his employment by the said defendant; that the Defendant never received any notice or knowledge of the alleged accident or injury prior to the time that suit was filed in this cause; and that the Defendant, Vann Company, Inc., a corporation, is not liable in any way to the Plaintiff, Peter Young, Jr., for and on account of any injuries or disability alleged to have been suffered by him.

4. That the Plaintiff and the Defendant in the above styled cause have reached a compromise settlement of the controversy which exists between them, and the terms of the Settlement and Agreement are that the Vann Company, Inc., a corporation, has agreed to pay the Plaintiff, Peter Young, Jr., the sum of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS in cash, which said total sum of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS will be paid by the Defendant and accepted by the Plaintiff in full settlement and compromise of the controversy existing between the Plaintiff and the Defendant, and the Plaintiff and the Defendant request that this Settlement Agreement be approved by the Court.

5. That John Duck, attorney at law, was employed by the Plaintiff, Peter Young, Jr., to represent him in this cause,

and the Plaintiff, Peter Young, Jr., has requested that this Court approve of the employment of said attorney and fix the compensation to be allowed to him.

6. That the Joint Petition and Proposed Lump Sum Settlement requested by the parties to be approved by the Court is fair and equitable and that it is to the best interest of Peter Young, Jr., the said employee that the said settlement be approved by the Court.

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that the said compromise Lump Sum Settlement as outlined above, be, and the same is, approved by the Court.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, Peter Young, Jr., have and recover of the Defendant, Vann Company, Inc., a corporation, the sum of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS, payable immediately, which said sum of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS will be paid by the Defendant and accepted by the Plaintiff in full settlement and compromise of the controversy existing between the Plaintiff and the Defendant, it is, therefore, the ORDER, JUDGMENT AND DECREE of the Court that the Defendant, Vann Company, Inc., a corporation, pay immediately to the Clerk of the Circuit Court of Baldwin County, Alabama for the Plaintiff, Peter Young, Jr., the sum of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS, for which let execution issue.

It is the further ORDER, JUDGMENT AND DECREE of the Court that a reasonable attorneys fee for the attorney for the Plaintiff, Peter Young, Jr., is a sum equivalent to fifteen (15) percent of the ONE THOUSAND (\$1,000.00) DOLLARS, or the sum of ONE HUNDRED, FIFTY AND NO/100 (\$150.00) DOLLARS,

and it is hereby ORDERED, ADJUDGED AND DECREED that the sum of ONE HUNDRED AND FIFTY AND NO/100 (\$150.00) DOLLARS be, and hereby is fixed as a reasonable attorney's fee and awarded to the attorney for the Plaintiff, and it is the further ORDER, JUDGMENT AND DECREE of the Court that the sum of EIGHT HUNDRED, FIFTY AND NO/100 (\$850.00) DOLLARS be paid to the Plaintiff by the Clerk of the Court.

It is further ORDERED, ADJUDGED, AND DECREED by the Court that the costs of this proceeding be taxed against the Defendant, Vann Company, Inc., a corporation, for which let execution issue.

It is the further ORDER, JUDGMENT AND DECREE of the Court that upon the payment by the Defendant, Vann Company, Inc., a corporation, to the Clerk of the Circuit Court of Baldwin County, Alabama, of the sum of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS as provided in this Decree that the said Defendant, Vann Company, Inc., a corporation, be, and it hereby is, discharged from any and all further liability to the Plaintiff, Peter Young, Jr., and arising out of the aforementioned alleged accident and injuries, alleged to have been sustained by the said Peter Young, Jr.

Done in open Court on this the 20th day of December, 1971.

Julius J. Mashburn
CIRCUIT JUDGE

FILED

DEC 20 1971

EUNICE B. BLACKMON CIRCUIT CLERK

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#9887

STATE OF ALABAMA

COUNTY OF BALDWIN

TO THE HONORABLE TELFAIR J. MASHBURN, JUDGE OF THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA:

Now comes PETER YOUNG, JR., and shows unto your Honor that he is an employee as defined by the Workmen's Compensation Laws of Alabama, that his employer is VANN COMPANY, INC., a corporation, that he has suffered an injury while acting in the line and scope of his employment, and that he has been unable to reach settlement with his employer, and that he prays for permission to secure the services of an attorney to represent him in said matter. He respectfully requests permission to secure the services of JOHN V. DUCK, Attorney at Law, Fairhope, Alabama.

PETER YOUNG, JR.
PETER YOUNG, JR.

The foregoing having been submitted, and the Court being of the opinion that said permission should be granted, the said PETER YOUNG, JR. is hereby permitted and authorized to employ JOHN V. DUCK, an Attorney at Law, Fairhope, Alabama, to represent him in a claim for injuries arising out of an accident sustained in the line and course of his employment while employed by VANN COMPANY, INC., a corporation.

Date: June 17, 1971

Telfair J. Mashburn
CIRCUIT JUDGE