

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

NANCY MORRIS and SHELBY FAMILY)
 CHIROPRACTIC CENTER, INC.,)

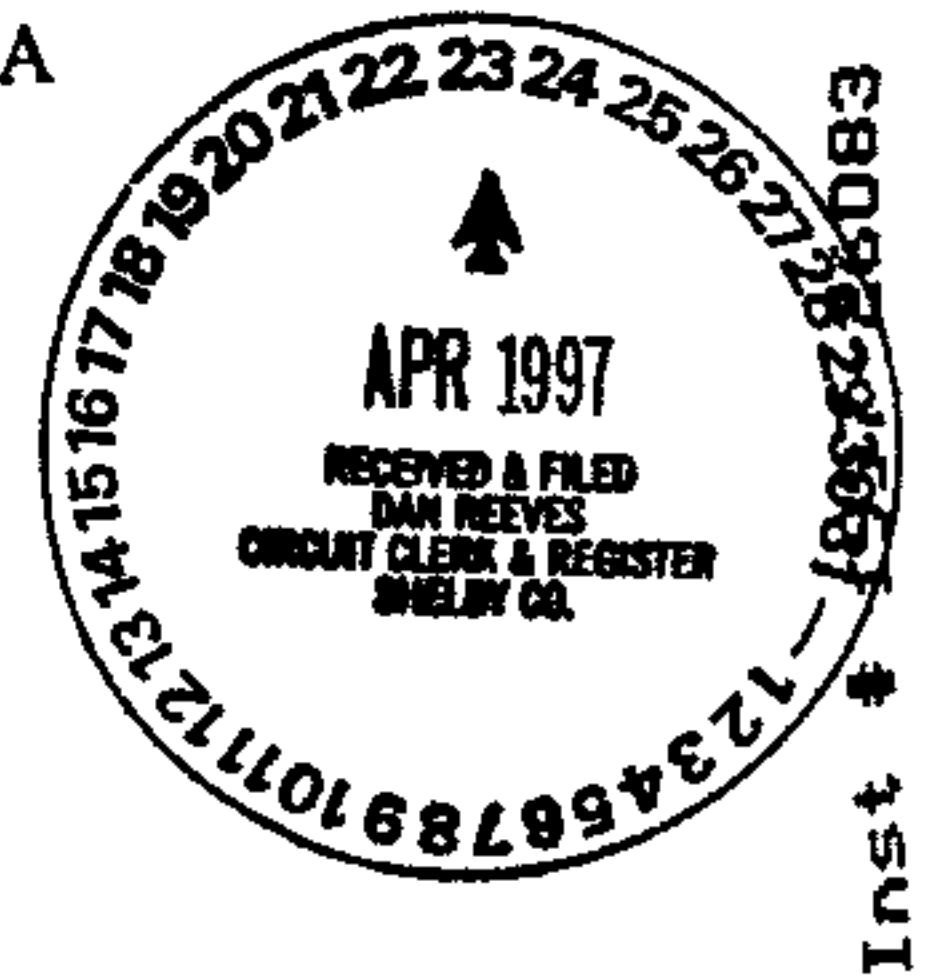
Plaintiffs,)

v.)

JOE BALLARD, individually, d/b/a HONOR)
 MAID, INC.,)

Defendants.)

Case No.: CV 96-151



CONSENT DECREE

The parties have petitioned the Court for an Order approving a settlement with plaintiff Nancy Morris in the total amount of Four Thousand Seven Hundred Forty Two and Seventy Two Dollars (\$4,742.72), pursuant to which settlement the defendants have agreed to settle plaintiff Nancy Morris' claim for permanent partial disability and vocational benefits in the amount of Three Thousand Dollars (\$3,000.00) and her expenses in the amount of One Thousand Seven Hundred Forty Two and 72/100 (\$1,742.72). Plaintiff Shelby Family Chiropractic Center, Inc. and defendants further consent to judgment in the amount of Three Thousand, Three Hundred Seventy Two Dollars (\$3,372.00) being rendered in favor of plaintiff Shelby Family Chiropractic Center, Inc., and against defendants. Under the terms of the settlement, this sum is being paid in settlement of any and all claims for compensation and vocational rehabilitation benefits, which the plaintiff may have under the workers' compensation laws of this State or any other state, which is now due to Nancy Morris or which may be due in the future, as well as any and all causes of action which plaintiff may have against the defendant arising out of her employment with the defendant. However, notwithstanding the foregoing, the defendants shall remain liable for all medical expenses arising out of this injury that are incurred up to and

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 SHELBY COUNTY JUDGE OF PROBATE
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including December 1, 1998, after which defendant shall not be liable for any further medical expenses for plaintiff Nancy Morris.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The plaintiff, Nancy Morris, and her attorney, Keith McKerall, were present in Court on April 23, 1997, and requested that the Court approve this settlement. Nancy Morris, the plaintiff, was an employee of Honor Maid, Inc. on August 4, 1995. She and her employer were both subject to the workers' compensation laws of the State of Alabama.

On August 4, 1995, the plaintiff injured her neck in the course of her employment with the defendant. Dr. Gaylon Rogers has concluded that the plaintiff has reached her maximum medical improvement. Dr. Rogers has further concluded that the plaintiff has a permanent impairment of two percent (2%) to the body as a whole. Dr. Weber states that no further treatment is anticipated for this condition. The plaintiff's vocational evaluation indicates that she has a 20% loss of earnings capacity as a result of the subject occurrence. The plaintiff's average weekly wage at the time of the injury was One Hundred Fifty Dollars (\$150.00). The defendant has paid 19 weeks of temporary total disability benefits in the total amount of \$1,672.00.

At the time of the plaintiff's injury, the defendant did not have workers' compensation insurance coverage as required by the workers' compensation laws of Alabama. The Court recognizes that not all of the charges for medical care relating to this injury have been paid. There are outstanding balances due to several medical providers, including but not limited to Dr. Thomas Weber, Dr. Gaylon Rogers, Dr. Matt Brunson, Anesthesia Services of Birmingham, Diagnostic Health, Laboratory Corporation of America, and DHC-Highlands d/b/a HealthSouth. The Court finds that the plaintiff's injury was a compensable workers' compensation injury and finds that, pursuant to CODE OF ALABAMA (1975) § 25-5-77(g), Mrs. Morris shall not be liable for payment to any of the above referenced providers (or any other provider claiming payment for Mrs. Morris August 4, 1995 injury) for medical expenses associated with her workers' compensation claim. Honor Maid, Inc. and Joe Ballard are hereby ordered to pay all medical costs and expenses associated with said injury and claim. Plaintiff

Shelby Family Chiropractic Center, Inc. has intervened in this action, claiming of defendants the sum of Three Thousand, Three Hundred Seventy Two Dollars (\$3,372.00).

The Court has interviewed Mrs. Morris and has been provided with the plaintiff's pertinent medical records. The Court recognizes the parties' dispute regarding the extent of the plaintiff's disability.

The plaintiff has read and understands the foregoing under the advice of her counsel and accepts as accurate the true and stated facts and contentions presented.

It is hereby ORDERED, ADJUDGED and DECREED that the plaintiff will have and recover of the defendant the sum of Four Thousand, Seven Hundred Fifty and 72/100 Dollars (\$4,750.72) in settlement of any and all claims the plaintiff has against the defendant for workers' compensation benefits for the injury sustained on August 4, 1995 (except medical benefits, which remain open until December 1, 1998) and vocational rehabilitation benefits. Upon the payment of Four Thousand, Seven Hundred Fifty and 72/100 Dollars, (\$4,750.72), the defendants and Honor Maid, Inc. and Joe Ballard will be released and discharged of any and all liability which they may have to the plaintiff under the Workers' Compensation Act (except for liability for medical expenses incurred through December 1, 1998) and vocational benefits or under any other state's workers' compensation laws; further, Nancy Morris shall be released and discharged from any and all liability to Honor Maid, Inc., its agents and employees, arising out of her employment or her employment contract with Honor Maid, Inc.

The Court expressly finds that the arrangement of the parties is in the best interest of the plaintiff and should be approved by the Court and is substantially in accordance with the provisions of the Workers' Compensation Act of Alabama.

It is hereby agreed that an attorney's fee, as allowed by the Workers' Compensation Act, and as agreed upon by the plaintiff and her attorney, Keith McKerall, of fifteen percent (15%) be paid to Keith McKerall, attorney for said plaintiff, of the Three Thousand and 00/100 Dollars (\$3,000.00) settlement amount; defendants have agreed to pay his expenses necessarily incurred in the prosecution of this action, to be in addition to, and not out of, the proceeds of the ^(1 3,000⁰⁰) lump sum settlement amount.

This Consent Decree contains the entire agreement between the parties hereto.

Costs are taxed as paid.

It is hereby ORDERED, ADJUDGED and DECREED that final judgment in favor of plaintiff Nancy Morris, and against defendants Honor Maid and Joe Ballard, is hereby rendered in the amount of Four Thousand, Seven Hundred Forty Two and 72/100 dollars (\$4,742.72).

It is further ORDERED, ADJUDGED and DECREED that final judgment in favor of plaintiff Shelby Family Chiropractic Center, Inc. and against defendants Honor Maid and Joe Ballard, is hereby rendered in the amount of Three Thousand, Three Hundred Seventy Two and no/100 dollars (\$3,372.00).

This Order entered into on the 13 day of April, 1997.



CIRCUIT COURT JUDGE

Approved by:



Nancy Morris

COUNTY OF Shelby
STATE OF ALABAMA

Sworn to and subscribed before me this the 23rd day of April, 1997.



Notary Public

M.C.E. 8-26-98



Keith McKerral

Attorney for Plaintiffs



Henry Lagman

Attorney for the Defendants

State of Alabama - Jefferson County

I certify this instrument filed on:

1997 AUG 12 A.M. 09:50

Recorded and \$

Mtg. Tax

and \$

14.50

Deed Tax and Fee Amt.

14.50

\$

Total \$

GEORGE R. REYNOLDS, Judge of Probate



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Inst # 1997-26083

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SHELBY COUNTY JUDGE OF PROBATE

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