

IN THE CIRCUIT COURT FOR SHELBY COUNTY, ALABAMA

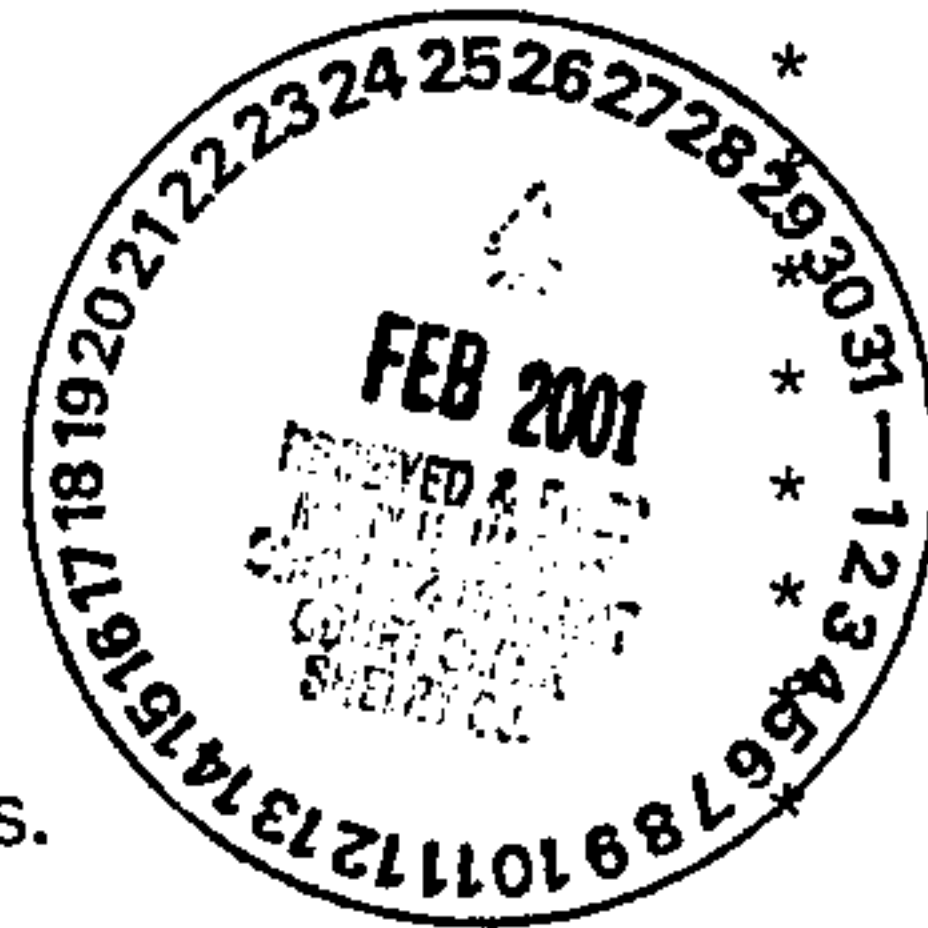
ROBERT R. McKNIGHT,

Plaintiff,

VS.

REDI-MIX, INC., et al.,

Defendants.



CASE NUMBER: CV-00-252

Inst # 2001-12484

04/04/2001-12484

11:09 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 DLH 20.00

TEMPORARY CONSENT DECREE

THIS CAUSE came on to be heard for trial before the undersigned on January 24, 2001. Present in Court were the Plaintiff, Plaintiff's attorney, and the attorney for the Defendant. The parties announced to the Court that they had reached an agreement concerning the issues embraced in this action. After hearing the stipulations of the parties, the Court finds that the agreement of the parties is in the best interests of the Plaintiff and should be approved by the Court and is substantially in accordance with the provisions of the Alabama Workers' Compensation Law, and, in accordance therewith it is

CONSIDERED, ORDERED, ADJUDGED and **DECREED** by the Court, with the consent of the parties, as follows:

1. That on September 21, 1998, while employed by the Defendant, and while both parties were subject to the Alabama Workers' Compensation Law, Plaintiff suffered an accident arising out of and in the course of Plaintiff's employment by the Defendant. Said accident occurred when the Plaintiff fell off of a loading ramp approximately 8 - 10 feet onto a concrete slab causing a severe and permanent injury to his left leg and left arm;
2. The Defendant had prompt and timely notice of said accident;

3. Plaintiff's average weekly wage for the 52 weeks preceding the accident was \$513.00;

4. The Defendant paid to the Plaintiff compensation for temporary total disability for 6 weeks following the injury. The Plaintiff returned to work for the Defendant on November 2, 1998 at light duty and worked until May 14, 1999, at which time he resigned.

5. The Defendant did not have workers' compensation insurance coverage at the time of the accident made the basis of this suit and, as a result, most of the medical and surgical expenses incurred as a result of said injury remain unpaid.

6. The Plaintiff has suffered a 75% loss of earning capacity as a result of this accident;

7. That the Defendant shall pay to the Plaintiff the sum of Two Hundred Twenty Dollars (\$220) per week for 216 weeks as compensation for his permanent partial disability, of which 118 weeks have already accrued through February 5, 2001. The Defendant shall be entitled to deduct \$33 from each such future payment which represents 15% thereof as the appropriate reduction for the amount of attorney's fees paid to Plaintiff's attorney under the provisions of Paragraph 8 herein. The Defendant shall pay to the Plaintiff the sum of \$21,719.13 in a lump sum which represents the accrued benefits less appropriate reduction for attorney's fees and less credit for \$317.87 in overpayment of TTD benefits.

8. The Defendant shall pay the sum of Seven Thousand One Hundred Twenty-Eight and no/100 (\$7,128) Dollars directly to Plaintiff's attorney in a lump sum which represents 15% of the total award to Plaintiff in this matter.

9. The Court finds and declares that said attorney is entitled to a fee of fifteen percent (15%) of the recovery of the Plaintiff, together with the expenses necessarily incurred in the prosecution of this action, to be paid out of the proceeds of said settlement.

10. The Defendant shall be responsible for the payment of the medical and surgical expenses incurred as a result of this accident. The Defendant shall make satisfactory arrangements for payment directly with the healthcare providers, including but not limited to, the bill from St. Vincent's Hospital in the amount of \$22,715.98, the bill from Alabama Hip and Knee Center in the amount of \$3,448.00, the bill from Anesthesia Services in the amount of \$1,392; and the bill from Radiology Associates of Birmingham in the amount of \$202.00, for the treatment rendered to the Plaintiff in connection with these injuries and shall be responsible for paying same. In addition, the Plaintiff shall retain all of his rights for payment of future medical expenses incurred in connection with the treatment of his injuries and conditions as provided for in §25-5-77(a) of the Alabama Workers' Compensation Law.

11. This case shall be transferred to the Administrative Docket until such time as all compensation has been paid in full to the Plaintiff and all of the medical expenses

incurred as a result of this accident have been paid by the Defendant in accordance with the preceding paragraph.

12. The Court reserves the issue of the payment of double indemnity pursuant to §25-5-8(e) of the Alabama Code of 1975, as amended, while the case remains on the Administrative Docket. At such time as the Defendant has complied with the provisions of this Temporary Consent Decree, the Order entered herein will become a final judgment. In the event the Defendant fails to fully comply with the provisions of this Temporary Consent Decree, upon Motion of the Plaintiff, the case will be reinstated on the docket to consider the issue of double indemnity.

13. That the costs of this action are hereby taxed against the Defendant.

DONE and **ORDERED** this the 23rd day of February, 2001.



D. AL CROWSON, Circuit Judge

cc: Jim Pino, Esq. (Attorney for Plaintiff)
William P. Boggs, Esq. (Attorney for Defendants)

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