FILE NAME: Metalclad (METC)

DATE: 1966

DOC#: METC013

DOCUMENT DESCRIPTION: WC Claim - Lumbattis [From J-M Archive]

File Name	Contract Unit Claim File: Vernon Lumbattis Feb. 2/66
Scanned ?	yes
Source	JMA: NS-JM
Start Year	1966
Stop Year	1966
Contents	claim
Notes	

WORKERS' COMPENSATION APPEALS BOARD - CALIFORNIA
(INDUSTRIAL ACCIDENT COMMISSION, prior to 1966)

APPLICANT VERNON LUMBATTIS CASE # LA 291957

Insulator

DATE CLAIM FILED Feb. 11, 1966

INJURY ALLEGED Exposure to dust/Stresses & strains of employment

ALLEGED DATE OF INJURY 1942-Dec. 21, 1965

EMPLOYER/INSURER Baldwin, Ehret, & Hill Fibreglass, et. al.
including J-M Sales

No apparent Canadian carrier

OTHER NOTES Pneumoconiosis probably due to asbestosis
Total & permanent disability

DATE OF RESOLUTION Aug. 23, 1968

RESOLUTION (3) Compromise & Release $30,000 settlement
apportioned among 18 carriers

DOCUMENTS COPIED 1) Compromise & Release # OF PAGES 12

Compromise & Release - Letter - Judgment
1 π △

CLAIMANT Vernon Lumbatis 23

California Workers' Compensation Appeals Board

CARRIERS INVOLVED:

●The AETNA Casualty & Surety Co.
oAmerican Automobile Ins. Co.
oAmerican Employers Ins. Co.
●American Motorists Ins. Co.
●Argonaut Ins. Co.
oAssociated Indemnity Corp.
oCalifornia Casualty Indemnity Exchange
oCalifornia Compensation & Fire Co.
●Casualty Ins. Co. of California
●Employers Liability Assurance Corp.Ltd.
oEmployers Mutual Liability Ins. Co. of Wisconsin
oFidelity & Casualty Co. of New York
●Fireman's Fund Ins. Co.
oGeneral Accident, Fire & Life Assurance Corp. Ltd.
oGlobe Indemnity Co.
oGuarantee Insurance Co.
oGreat American Ins. Co.
●Hardware Mutual Casualty Co. (Sentry Ins. Co.)
●Industrial Indemnity Co.
oIndustrial Indemnity Exchange
●Insurance Co. of North America
●Liberty Mutual Ins. Co.
●Lumberman's Mutual Casualty Co.
oMaryland Casualty Co.
oMichigan Mutual Liability Co.
●Mission Insurance Co.
oNational Automobile & Casualty Ins. Co.
oNew Amsterdam Casualty Co.
oOcean Accident & Guarantee Corp.Ltd.
●Pacific Employers Ins. Co.
oPacific Indemnity Co.
●Reliance Ins. Co. (Standard Accident Ins. Co.)
oRoyal Indemnity
oSecurity Ins. Co. of Hartford (U.S. Casualty Ins. Co.)
●State Compensation Insurance Fund
oTransport Indemnity Co.
●The Travelers Ins. Co.
●The United Pacific Ins. Co.
oU.S. Fidelity & Guaranty Co.
oZenith National Ins. Co.
oZurich Ins. Co.
o_____
o_____
o_____
o_____
o_____

5/81
mmf

WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

VERNON E. LUMBATTIS,

Applicant

vs.

BALDWIN, EHRET, HILL, INC., et.al.

Defendant

CASE No. 66 LA 291-957

C E R T I F I C A T I O N

I hereby certify that the attached documents are true and correct copies of the original documents filed in the records of this office in the above-entitled matter.

ATTEST my hand and the Seal of the Workers' Compensation Appeals Board of the State of California.

ALFRED C. WILLIAMS
Workers' Compensation Judge
Workers' Compensation Appeals Board

Dated at San Francisco, California, this 6 day of April, 1981

DIA WCAB FORM 115 (NEW 1-73)

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF INDUSTRIAL ACCIDENTS

ORIGINAL

RECEIVED
INDUSTRIAL
LOS ANGELES

Herlihy, Herlihy, Jones & Nelson
Attorneys at Law
Suite 740 Roosevelt Building
727 West Seventh Street
Los Angeles, California 90017

Telephone: 627-4911

Attorneys for The Travelers Insurance Company
Insurance Company of North America
Pacific Employers Insurance Company
and their Assureds

WORKMEN'S COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

VERNON E. LUMBATTIS, Applicant, vs, BALDWIN, EHRET, HILL, INC., et al Defendants.	Case No. 66 L. 291 957 Social Security No. 561-28-5882 COMPROMISE AND RELEASE

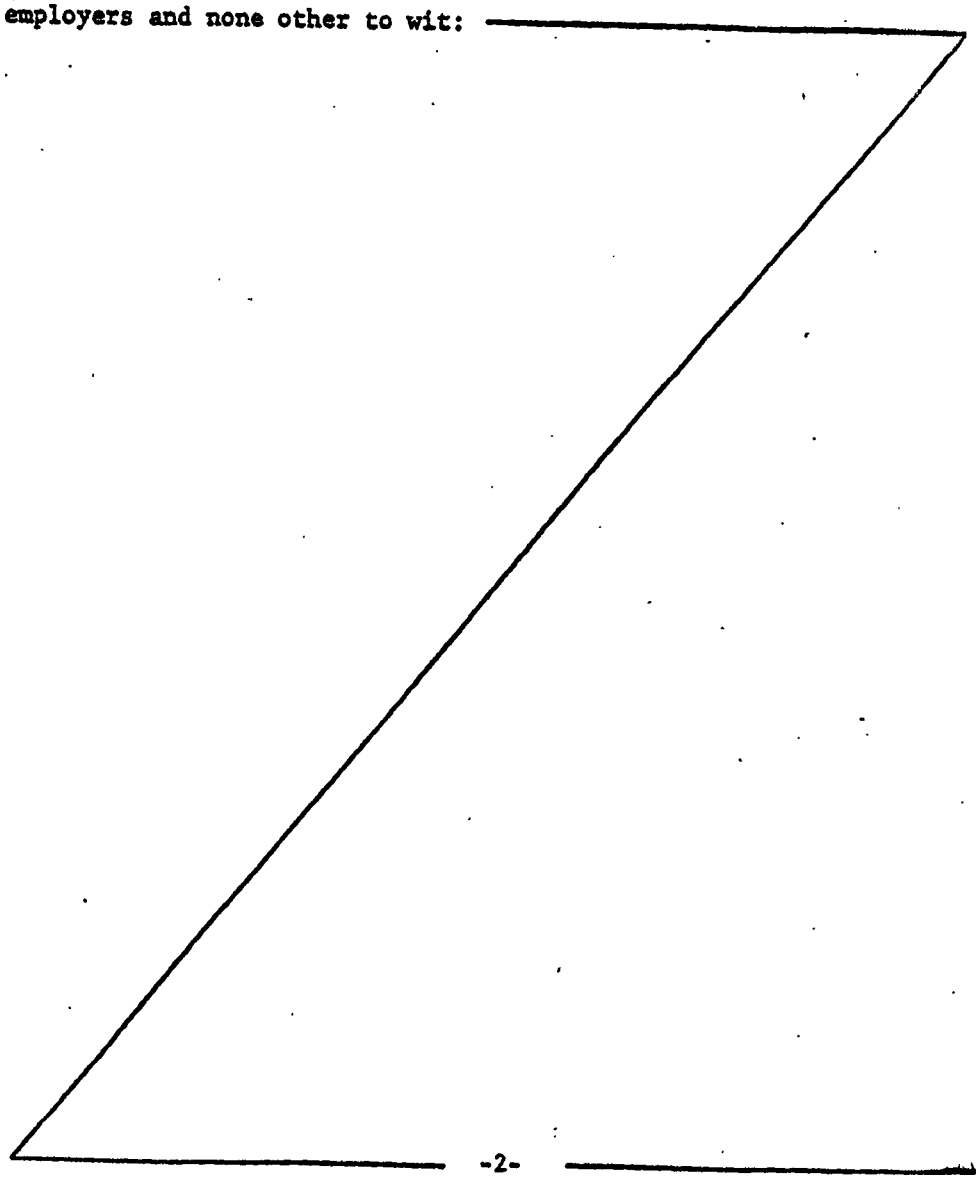
Applicant hereby requests that the employers hereinafter named and the insurance carriers hereinafter named be joined as parties defendant in this proceeding and that all other parties be dismissed as defendants.

The parties hereto, for the purpose of compromise only hereby submit the following agreed statements of fact:

1. Vernon E. Lumbattis, 12459 East Firestone Boulevard, Norwalk, California, employee herein, born on November 29 1912, claims that he was employed in the State of California beginning in 1941 to date hereof as an insulator, as a laborer, and in other employment classifications by the employers hereinafter named, some of said employers being then permissibly self-insured, the remainder of said employers being then severally and separately insured as to workmen's compensation liability by the several insurance carriers hereinafter named, and that he claims that he sustained injury or

injuries arising out of and occurring in the course of his several employments as follows: To his chest, lungs and other bodily part due to exposure to dust and due to stresses and strains of employm or sustained other disabilities or injuries in some other manner. It is claimed that said employments and injuries caused temporary permanent disability and required treatment.

2. Applicant states and represents that he was employed or hired in the State of California by the following named employers and none other to wit:



Employer Name and Address	
Emil L. Smith 10241 Victoria Avenue Whittier, California	C. F. Braun & Co. 1000 South Fremont Avenue Alhambra, California
California Shipbuilding Corp. Box 966 Wilmington, California	Pat's Conditionaire, Inc.
California Shipbuilding Corp.	Home Insulation Contractors 1840 South Cloverdale Avenue Los Angeles, California
Mundet Cork Corp. 65 South 11th St. Brooklyn, New York	Del E. Webb Corp. Box 7588 Phoenix, Arizona
Morgan Bros. 3430 East Slauson Ave. Maywood, California	Marine Engineering & Supply Co.
Cork Insulation Co., Inc. 155 East 44th St. New York, New York	Del E Webb Corp.
Cork Insulation Co., Inc.	Int'l. Ass. of Heat and Frost Insulators 3637 East 37th St. Maywood, California
Plant Rubber & Asbestos Works 537 Brannon St. San Francisco, California	Lynch Asbestos Co. 2152 Sacramento St. Los Angeles, California
Guy T. Atkinson Co. George Pollock Co. P. O. Box 259 Long Beach, California	Fibreboard Paper Products Corp. 1789 Montgomery Street San Francisco, California
California Shipbuilding Corp.	R. T. Dinwiddie 532 Coolidge Drive San Gabriel, California
Guy T. Atkinson Co. George Pollock Co.	Al Co Company 5423 Flemish Lane Los Angeles, California
Marine Engineering & Supply Co. 941 East Second St. Los Angeles, California	Armstrong Cork Co. Liberty and Charlotte Sts. Lancaster, Pennsylvania
Plant Rubber & Asbestos Works	Marine Engineering & Supply Co.
Marine Engineering & Supply Co.	Munger and Munger 174 East Union St. Pasadena, California
Ben Lang 4465 East 52nd Place Maywood, California	R. T. Dinwiddie
Pat's Conditionaire, Inc. 1015 West Second St. Los Angeles, California	Armstrong Cork Co.
	J. T. Thorpe, Inc. 948 East 2nd St. Los Angeles, California

Thorpe Insulation Company
2741 South Yates Avenue
Los Angeles, California

J. T. Thorpe, Inc.

Warren & Bailey Co.
3528 South Garfield Avenue
Los Angeles, California

Hugh A Eledon
3262 East Gage Avenue
Huntington Park, California

Marine Engineering & Supply Co.

Armstrong Cork Co.

Hugh A Eledon

Robert's Roof & Floor Co.
927 South Main St.
Las Vagas, Nevada

C. F. Braun & Co.

Armstrong Cork Co.

Thorpe Insulation Company

Oil Field Constrn. Co.
P. O. Box 947
Bakersfield, California

Thorpe Insulation Company

Robert's Rouf and Floor Co.

Fiberglas Engineering & Supply Co.
441 East Second St.,
Los Angeles, California

R. T. Dinwiddie, Inc.
8627 S. Atlantic
South Gate, California

Thorpe Insulation Company
United Refractory Const. Co.
1201 Banksville Road
Pittsburgh, Pennsylvania

Mundet Cork Corp.
7101 Tonnelle Avenue
North Bergen, New Jersey

Totman Morgan Co.
2217 West 135th Place
Blue Island, Illinois

J. T. Thorpe, Inc.

Totman Morgan Co.

Johns Manville Sales Corp.
22 East 40th St.
New York, New York

Owens Corning Fiberglas Corp.
P. O. Box 901
Toledo, Ohio

Industries Supply Co.
of San Diego
4th Avenue & J St.
San Diego, California

Armstrong Cork Co.

J. T. Thorpe, Inc.

R. T. Dinwiddie, Inc.

Industries Supply Co. of San Diego

Coast Insulating Products
2684 Lacey St.
Los Angeles, California

Shelburne Refrigeration, Inc.
1247 Main St.
El Centro, California

Metal Clad Insulation Company, Inc.
Box 178
Torrance, California

Reece Insulation Company
4563 Valley Blvd.
Los Angeles, California

Thorpe Insulation Company

Owens Corning Fiberglas Corp.

Coast Insulating Products

B & B Engineering & Supply Co.,
P. O. Box 2531
Houston, Texas

Accurate Insulation Co., Inc.
900 South Cypress St.
Lahabra, California

Los Angeles Cork Company
4180 East Washington
Los Angeles, California

Plant Asbestos Co.
1300 64th St.
Emeryville, California

Owens Corning Fiberglas Corp.

Coast Insulating Products

Accurate Insulation Co., Inc.

Plant Asbestos Co.

Lee R. Ekins Company
4933 Valley Blvd.
Los Angeles, California

Cal State Insulation Co.
4652 West Imperial Hwy.
Inglewood, California

Mundet Cork Corp.

Owens Corning Fiberglas Corp.

Coast Insulating Products

Pabco Insulation Corp.
1789 Montgomery St.
San Francisco, California

Plant Asbestos Co.

Cal State Insulation Co.

Industrial Building Materials, Inc.
2808 So. Vail
Los Angeles, California

Thorpe Insulation Company

Mundet Cork

Armstrong Contracting & Supply Corp
120 North Lime St.
Lancaster, Pennsylvania

A 1 Insulation Co.
11351 Desmond St.
Garden Grove, California

United Cork Companies Corp.
Ft. Central Ave.
Kearny, New Jersey

Ekins Industrial Insulation
Contractors
4933 Valley Bldg.
Los Angeles, California

Chicago Bridge & Iron Co.
901 West 22nd St.
Oak Brook, Illinois

National Refrigeration Sales, Inc.
4400 San Fernando Road
Glendale, California

J. T. Thorpe, Inc.

Thorpe Insulation Company

Owens Corning Fiberglas Corp.

Los Angeles Cork Company
4180 East Washington
Los Angeles, California

Ekins Industrial Insulation
Contractors

The Isotherm Company
605 Williams
Bakersfield, California

Lacy Manufacturing Co.
2400 East Dominguez St.
Long Beach, California

Baldwin Ehret Hill, Inc.
500 Brevaig Avenue
Trenton, New Jersey

United Cork Companies Corp

Baldwin Ehret Hill, Inc.

3. The actual weekly wages of the employee at the time of injury are in dispute.

4. The employee's present disability is in dispute. The employee continued to work.

5. No temporary disability indemnity has been paid to the employee. The amount due and unpaid to the employee and the liability of the several employers and their insurance carriers are in dispute.

6. No permanent disability indemnity has been paid to the employee. The amount due and unpaid to the employee and the liability of the several employers and insurance carriers are in dispute.

7. The parties hereby agree to settle any and all claims on account of said injury by the payment as hereinafter provided of the sum of $30,000.00 in addition to any sums heretofore paid by the employers or the insurance carriers to the employee, said sum to be payable as follows: One lump sum to applicant, less attorney's fees and less such other liens as may be allowed by the Workmen's Compensation Appeals Board. Reference is made to paragraph 12 hereof.

8. Medical and hospital expenses have been paid: Some by the employee and some by the employers or carriers. Unpaid bills amount to: None. Future medical and hospital expense is estimated at: Conjectural. Unpaid and future medical and hospital expense is to be assumed as follows: All to be paid by the employee.

9. Name and address of employee's attorney: Steven Roseman, 1543 West Olympic Boulevard, Los Angeles, California 90015.

10. Said attorney requests a fee of $ Reasonable Amount of attorney fee previously paid, if any, $ None . Payment to be made by such insurance carrier as may be determined by the Workmen's Compensation Appeals Board.

11. Reason for Compromise: Applicant claims that his several employments in California and his several employments fc which he was hired in California have resulted in injury or injuries Applicant was employed before coming to California. Applicant has been employed outside of California. Applicant has worked outside of California for employers who hired him in California. Applicant warrants and represents that all employers for whom he has worked in California or who hired him in California are listed in this Compromise and Release Agreement. Defendants claim that applicant's disabilities, if any, resulted from his employments outside of California and resulted from systemic and other conditions unrelated to his employment by the employers herein named. Defendants claim that applicant's employment by them caused neither injury nor disability. Defendants allege that applicant's claim is barred by the statute of limitations; that the Workmen's Compensation Appeals Board has no jurisdiction; that applicant's injury, if any, was intentionally self-inflicted; and that applicant's injury, if any, was proximately caused by his own serious and wilful misconduct. Defendants further claim that any injury or disabilities sustained by applicant have been fully compensated. There are other points of dispute between the parties, but the parties have agreed to end their differences by compromise as herein provided.

Defendants are willing to pay the compromise amount to end litigation and buy their peace. Applicant is willing to accep the compromise amount to avoid the delays and uncertainties of litigation. Applicant desires to control his own medical treatment if an is required. Applicant represents that this compromise is adequate and request prompt approval.

12. During applicant's employment by the employers herein named, said employers were severally and separately insured as to their workmen's compensation liability by the following named insurance companies. Said insurance companies and employers agree

severally to contribute the amount set opposite the name of each company to the settlement herein. Such aggregate payments shall be in full of their liability and the liability of the employers herein named. Said insurance carriers and employers and the amount to be paid by each of them are as follows, to wit:

INSURANCE COMPANY	AMOUNT
Liberty Mutual Insurance Company 6006 Wilshire Boulevard Los Angeles, California	$ 552.00
Aetna Casualty and Surety Company 2404 Wilshire Boulevard Los Angeles, California	8,427.00
Mission Insurance Company P.O. Box 75031 Los Angeles, California	129.32
Fireman's Fund Insurance Company 3223 West Sixth Street Los Angeles, California 90005	5,337.00
State Compensation Insurance Fund 600 South Lafayette Park Place Los Angeles, California	462.44
United Pacific Insurance Company 443 Shatto Place Los Angeles, California 90005	261.03
Chicago Bridge & Iron Company 301 East Colorado Boulevard Pasadena, California	137.58
Casualty Insurance Company of California 1477 South Manchester Anaheim, California	138.78
Plant Rubber and Asbestos Works 537 Brannon Street San Francisco, California	125.00
Reliance Insurance Company 548 South Kingsley Drive Los Angeles, California	609.00
Hardware Mutual Casualty Company (Sentry Insurance Company) 13215 East Penn Whittier, California	240.00
Industrial Indemnity Company 505 South Virgil Los Angeles, California	3,549.00

INSURANCE COMPANY	AMOUNT
American Motorists Insurance Company 3545 Wilshire Boulevard Los Angeles, California	$ 1,299.00
Lumberman's Mutual Company 3545 Wilshire Boulevard Los Angeles, California	560.00
Employers Liability Assurance Corporation 639 South New Hampshire Avenue Los Angeles, California	417.00
Argonaut Insurance Company 443 Shatto Place Los Angeles, California	798.00
The Travelers Insurance Company 3600 Wilshire Boulevard Los Angeles, California 90005	225.00
Insurance Company of North America and Pacific Employers Insurance Company 4050 Wilshire Boulevard Los Angeles, California 90005	6,732.85
TOTAL	$ 30,000.00

13. The undersigned requests that this Compromise and Release Agreement be approved.

14. Upon approval of this Compromise and Release Agreement by the Workmen's Compensation Appeals Board, or a Referee, and payment in accordance with the provisions hereof, said employee releases and forever discharges said employers and each of them, and said insurance carriers and each of them, of and from all claims and causes of action whether now known or ascertained or which may hereafter arise or develop as a result of said injury, including any and all liability of said employers and said insurance carriers and each of them, to the dependents, heirs, executors, representatives, administrators, or assigns of said employee.

15. It is agreed by all parties hereto that the filing of this document is the filing of an application on the behalf of the employee and that the Workmen's Compensation Appeals Board may, in its discretion, set the matter for hearing as a regular application,

reserving to the parties to put in issue any of the facts admitted herein and that if hearing is held with this document used as an application, the defendants shall have available to them all defenses that were available as of the date of the filing of this document and that the Workmen's Compensation Appeals Board may thereafter either approve said Compromise and Release Agreement or disapprove the same and issue Findings and Award after hearing has been held and the matter regularly submitted for decision.

(SEE APPENDAGE) 16. For the purpose of determining the lien claim filed herein for the unemployment compensation disability benefits which have been paid under or pursuant to the California Unemployment Insurance Code, the parties propose the following division of the sum agreed upon for settlement and release of this case: $ for temporary disability covering the period to ; $ accrued medical expense paid or incurred by the employee; $ for future medical care; $ for permanent disability. (The above segregation must be fair and reasonable and must be based on the real facts of the case. There should be no attempt made to deprive the lien claimant of a reasonable recovery consistent with all the amounts involved.)

17. In further consideration of the payment in accordance herewith, applicant agrees that this release will apply to all unknown and unanticipated injuries and damages resulting from such accident, casualty, event, employment and/or employments, as well as all those now disclosed and all rights under Section 1542 of the Civil Code of California are hereby expressly waived. Section 1542 of the Civil Code of California reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

18. In further consideration of the payment of the aforesaid sum, applicant agrees that this release extends to and covers the executors, administrators, heirs, representatives, successors, assigns, officers, directors, agents, servants, and employees of the defendants and each of them, and the physicians, surgeons, and nurses of the defendants, and each of them, whether acting individually or on behalf of them, or either of them.

WITNESS THE SIGNATURE HEREOF this 22nd day of April, 1968 at Los Angeles, California.

Vernon E. Lumbattis
VERNON E. LUMBATTIS, Applicant

STEVEN ROSEMAN, Attorney for Applican

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On this 22nd day of April A.D. 1968 before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared VERNON E. LUMBATTIS, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

OFFICIAL SEAL
ANTHONY J. BRADISSE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

Anthony J. Bradisse
Notary Public in and for said County and State

LIBERTY MUTUAL INSURANCE COMPANY
and
AETNA CASUALTY & SURETY COMPANY
By WEINGAND, KENDIG & STOCKWELL
By
Their Attorneys

MISSION INSURANCE COMPANY
By
F. W. HARRINGTON, Claims Examiner

FIREMAN'S FUND INSURANCE COMPANY
By HANNA & BROPHY
By
Its Attorneys

STATE COMPENSATION INSURANCE FUND
By
By
Its Attorneys

UNITED PACIFIC INSURANCE COMPANY
By _____
Its Representative

CHICAGO BRIDGE & IRON COMPANY
By LAWLER, FELIX, & HALL
By _____
Its Attorneys

CASUALTY INSURANCE COMPANY OF CALIFORNIA
By _____
DALE C. TIPTON, Its Attorney

RELIANCE INSURANCE COMPANY and HARDWARE MUTUAL CASUALTY COMPANY (Sentry Insurance Company)
By CLOPTON & PENNY
By _____
Their Attorneys

INDUSTRIAL INDEMNITY COMPANY and AMERICAN MOTORISTS INSURANCE COMPANY and LUMBERMAN'S MUTUAL CASUALTY COMPANY and EMPLOYERS LIABILITY ASSURANCE CORPORATION, and ARGONAUT INSURANCE COMPANY
By MCLAUGHLIN, EVANS DALBY & CUMMING
By _____
Their Attorneys

THE TRAVELERS INSURANCE COMPANY and INSURANCE COMPANY OF NORTH AMERICA and PACIFIC EMPLOYERS INSURANCE COMPANY
By HERLIHY, HERLIHY, JONES & NELS
By _____
HENRY E. PHISTER, Their Attorne

SAMUEL J. SILLS, M. D.
2007 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90057
HUBBARD 3-5000

Steven Roseman
1621 W. Ninth St.
Los Angeles 90015

Re: Vernon E. Lumbattis

Dear Mr. Roseman

The above captioned presented himself at my office March 18, 1966 and gave the following history.

CHIEF COMPLAINT: shortness of breath and fatigue.

PRESENT ILLNESS: The patient states that on December 23, 1965 he seemed to have a "heart attack." When questioned about his symptoms he stated he had pains in his chest, real shortness of breath. Prior to this he stated that he had been getting this shortness of breath for about six months. He would note this shortness of breath when he would walk up stairs, did any physical exercise, or running. The patient was sent into the hospital, Physicians and Surgeons Hospital, Compton, California. Patient was treated at the hospital for about six days and was then discharged. Pulmonary function studies were done at the St. Francis Hospital about January 18, 1966. Patient did not return to work because he was too tired and fatigued. The patient was then informed by his physical that his difficulties with his breathing and his lung was due to his exposure. Patient was then referred to Dr. Louis Leventhal. Associated with this shortness of breath the patient has noted a slight cough in the past six months. Patient raises a tenacious, whitish sputum, there is no blood. The patient has not lost any weight and eats well. The patient has had no night sweats or fever. Patient has had wheezing on occasion but he has also had pain in his right lower chest and in the axilla on the right side. Patient states that at times when he gets the pain on the right side, it felt as though he had to lean against something as though he had a strain there. Patient finds that if he walks too fast he gets short of breath. There has been no swelling of the ankles, feet, or legs. In the past three or four months the patient states he has had to use two pillows and usually double these up.

PAST HISTORY: Patient had had ulcer surgery about 1959. Patient had a ventral hernia repaired in 1963. He has had no pneumonias. Patient states that he has had occasional attacks of pleurasy bilaterally for years. This first began about nine years ago. The patient has had no serious injuries.

SYSTEMIC HISTORY:

Eyes, Ears, Nose, and Throat: Essentially negative except that he does not see quite as well as he used to. He has had upper and lower dentures. Last week he was out of work becuase of dizzy spells when he went up and down stairs.

Cardio-Respiratory: present illness.

Gastro-Intestinal: Patient has an ulcer history as noted under past history;

otherwise, no symptoms.

Gastro-Urinary: Essentially negative.

Neuro-Muscular: Negative.

ALLERGIES: Negative.

HABITS: Patient smokes approximately one pack of cigarettes a day for thirty-two years. He stopped smoking December 23, 1965. Alcohol: an occasional beer. Drugs: He has been on occasional courses of antibiotic, Patient has been receiving digitalis for his heart. He sometimes takes one a day but often forgets about it. No drug idiosyncracies that he knows of. No reactions to penicillin or sulfa.

RESIDENCE HISTORY: Born: Illinois and lived there until 1929. From 1929 until the present time he has lived in Los Angeles.

OCCUPATIONAL HISTORY: Patient worked for the Gaffner-Sattler as an assembler. This was in Vernon, California in 1929. He worked for the fire department for the city of Maywood. In 1941 he was doing fiberglass work and asbestos work for numerous contractors throughout Los Angeles. Patient wrapped the hot water lines and the steam lines with these materials. He worked primarily with asbestos and magnesia wrappings for the first five years. In the last twenty years he worked with fiberglass materials for wrapping the ducts about 50%; calcium silicate was the other ingredient. Patient states that he worked a minimum of eight hours a day and also was exposed approximately five days a week. Many times he worked outside; sometimes he worked on boilers and would work inside the boiler without any suction fans to bring in fresh air. Patient many times worked with what he called "revamped tops" where you were in the attic with rock wool and fiberglass.

MARITAL HISTORY: Wife is living and well. Two children: living and well.

FAMILY HISTORY: Mother died of suicide at the age of 55. Father: died at the age of 84 from pneumonia. Patient's mother had diabetes. He denies any tuberculosis exposure or any other illnesses common to the family.

USUAL WEIGHT: 190.

Patient states that as far as he remembers he has had several x-rays taken at the Physicians and Surgeons Hospital since 1959. Patient states that in about 1949 he did work in the Bakersfield area, also in San Diego and Santa Barbara counties.

PHYSICAL EXAMINATION: 3-21-66. Weight - 193. Height 67" Temp: 99.4 Pulse: 88 BP: 124/84. Overweight male, not acutely ill, slightly dyspnic appears of stated age of 54 years.

EYES: negative.

EARS: negative.

NOSE: deviated, deviated septum to left with slight obstruction on left side.

Throat: tonsils small. Edentulous. Larynx negative.

Neck: no glands; thyroid not palpable; no masses.

Chest: increased A-P diameter. Lungs - expansion poor on right; to lesser extent on left. Palpable rhonchi bilaterally at both bases posteriorly. Tactile fremitus diminished on the right and whispired voice diminished on right. Bronchial rales with inspiratory and expiratory wheezing bilaterally anteriorly and posteriorly. Diaphragms move poorly.

Heart: tones fairly good. P2 equals A2 or is slightly greater. No definite murmurs; no thrills.

Abdomen: hernia ventral in scar - epigastrium. No palpable liver or slpeen.

Genetalia: not examined.

Rectal: not examined.

Extremities: slight cyanosis of the nails of the hands; no clubbing; no edema.

FLUOROSCOPIC EXAMINATION: increased markings at the bases; bleb in left costo-phrenic angle. Diaphragms move very poorly.

INTRADERMAL TESTS: performed 3-18-66; read 3-21-66. Coccidioidin negative. Histoplasmin + (10 mm. induration. Tuberculin negative.

COMPLETE BLOOD COUNT: 4-13-66 Hemoglobin 15.7 gms. 100%, Red Cell Count 5,4000,000, white cell count 10,100. Differential - Eosinophils 1%, Segments 71%, Lymphocytes 28%

SEDIMENTATION RATE: 15 mm. in one hour.

URINALYSIS: color - straw Appearance - clear. Sp. Gr. 1.020 Reaction - alkaline. Albumin - 0 Sugar - 0 Occult - 0 Micro: essentially negative.

VITAL CAPACITY: 1400 cc. normal 5000cc. 28% normal. Three second timed capacity 1200 cc.

X-RAY READINGS: 4-13-66. Boney framework appears to be normal. Heart upper limits of normal; transverse in position which gives it an appearance of bineg enlarged. Widening of aortic shadow. Diaphragms at right and left side are at ninth rib anteriorly. Right diaphragm is just above right posterior ninth rib. Oosto-phrenic appear relatively clear. Right lung - diffuse fine, mottling and infiltration scattered throughout entire lung from the first rib anteriorly to the base and from the fourth rib posteriorly to the base. Thickening in interlobar fissure or possible plate-like attelectasis. Left lung has similiar infiltrate extending throughout the left lung.

Expiratory film shows diaphragms rise to about the eight rib posteriorly on the right and to the lower border of eighth rib posteriorly on the left.

A lateral view shows the costo-phrenic angles, posteriorly, are clear. The diaphragms are at a high station and there is a diffuse infiltrate present throughout all the lobes.

Diagnosis: pulmonary fibrosis, bilateral, extensive in character.

LUMBATTIS, VERNON

X-RAY READINGS

Compton Physicians & Surgeons Hospital, dated 9-11-59. Soft tissues are normal. Boney framework is normal. Heart is in mid-line; transversly placed; upper limits of normal in size. Both diaphragms are at the lower border of the ninth rib posteriorly. Costo-phrenic angles are clear. Right lung - fibrotic infiltrate radiating out from the hilum into the base of the right lung, most pronounced in the cardio-phrenic angle. Pulmonary vessel on the right appears to be about 20 mm; on the left 25 mm. Left lung - infiltration radiating out from the hilum into the base of the lung and into the upper lobe in the first and second interspace anteriorly.

Film dated 5-9-61. Compared with film of 9-11-59, the only changes are an increase of the degree of fibrosis in the cardio-phrenic angle on the right and possible increase at the left base, however, this maybe a technical difference.

Film taken January 9, 1964 shows decrease in the infiltrate at both bases.

A film taken for the esophagus, actually an oblique, shows considerable fibrosis at the right lower half of the lung field

A lateral taken January 9, 1964 shows pulmonary fibrosis throughout most of the lobes of the lung.

A film taken February 3, 1964 shows increase of the infiltration in the lower half of the left lung field; increase of the infiltration and plate-like attelectasis at the right base when compared with the January, 1964 film.

A film taken December 22, 1965 shows no definite changes. The plate-like attelectasis bilaterally and the infiltration in the lower halves of both lung fields are still noted. There appears to have been extension of the infiltration as compared with the September 11, 1959 film.

A film taken December 27, 1965, shot lighter, shows more infiltration bilaterally especially in the left lower half of the lung field.

Our film of April 14, 1966, taken on inspiration, shows a great deal of infiltration. Allowing for the difference in technique, no definite changes are noted.

Our film taken June 13, 1966 reveals diffuse bilateral infiltration with plate-like attelectasis. No changes when compared to April 13, 1966.

ELECTROCARDIOGRAM: June 6, 1966. Auricular rate - 80 Ventricular rate - 80. P-R interval 0.16 Q-R-S interval 0.08 S-T segment 0.12. Right axis deviation. P waves in leads I and II. M wave in lead III. S wave with low R wave in V-4,5, and 6. Diagnosis: right ventricular hypertrophy. Cro pulmonae.

James J. Lewis M.D.

DISCUSSION: a review of this patient's findings including the occupational history, physical examination, x-ray examination and history of his complaints and the pulmonary function studies are supportive of a diagnosis of pulmonary fibrosis throughout both lung fields. When we attemp to analyse the causes of pulmonary fibrosis, amy conditions can be increminated. In reviewing a report of Dr. Louis Leventhal to Dr. Victor Mastron, February 9, 1966, he notes there were numerous x-rays dating back to 1959 which showed a progressive fibrosis throughout both lung fields. This progression of the pulmonary fibrosis, the character of the patient's occupational exposure, the x-ray findings, the physical findings along with the pulmonary function studies all support a diagnosis of pulmonary fibrosis secondary to asbestosis. It is true that a definitive diagnosis cannot be made without lung biopsy. I feel that the evidence here is so prepondererently in favor of this diagnosis, that, as far as anyone can make a definitive diagnosis on the basis of clinical experience, clinical findings, x-ray findings, and the laboratory findings, we must make a diagnosis of asbestosis producing fibrosis in both lung fields.

RECOMMENDATIONS: this patient will require medical care for the rest of his life. He will, probably, have progression of the fibrosis. He may develop a cor pulmonae as a result of the pulmonary fibrosis. The electorcardiogram done at the laboratory of Dr. Hungerford, dated 12-27-65, which we did not see and one dated 12-28-65 after a Master's Test, which we did not see, according to the copy of the report presented to us, there was no evidence of pathology in the ECG., However, this ECG was being read. apparently, from the standpoint of coronary heart disease, which this patient does not have.

He should be protected by antimicrobial therapy as indicated whenever he feels a cold coming on.

He should take broncho-dilators even though he has a minimum of pulmonary obstruction. However, in the pulmonary function studies, we note that with the use of a broncho-dilator he improves his breathing capacity 12%. Under the normal and usual pulmonary function studies we find that this patient has a disability of approximately 60% as far as his ventilatory capacity in concerned; his maximum breathing capacity is reduced about 12%. As his pulmonary fibrosis increases and becomes more dense he will have more and more disability and more and more interference with his ventilaroty capecity. He may begin to show evidence of diffusion difficulty. I find no evidence of diffusion studies as far as the arterial PO2 and arterial PCO2 are concerned; the studies were entirely of a ventilaroty type.

CONCLUSIONS: this patient has pulmonary fibrosis secondary to his occupation and exposure to asbestosis. (2) He has about a sixty per cent disability as measured by the pulmonary function studies, symptomatology and x-ray appearance. (3) He will, probably, be unable to be gainfully employed in anything but a sedentary occupation, where he has a minimal amount of physical activity. By sedentary occupation, I consider such things as sitting at a desk and oing desk work rather anything that would require walking or other physical exertion. (4) This patient will require medical care for the rest of his life. This care will consist of broncho-dilators, antibiotics to prevent and treat any infection he may have in the lung, which would be detrimental to his well-being and would represent a distinct hazard to his life.

Thank you very much for the privilege of seeing this patient.

Very truly yours,

SJS:ME

ACCIDENTS-LOS ANGELES

CABLE ADDRESS
HERANDHER

HERLIHY & HERLIHY

ATTORNEYS AT LAW

SUITE 515 PARK CENTRAL BUILDING
412 WEST SIXTH STREET
LOS ANGELES, CALIFORNIA 90014
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STATE 1-4602

☐ 315 "E" STREET
SAN BERNARDINO, CALIF. 92401
(714) 884-1131

☐ 1919 WEST 17TH STREET
SANTA ANA, CALIFORNIA 92706
(714) KI 7-2534

☐ LOS ANGELES OFFICE

August 15, 1966

WORKMENS COMPENSATION APPEALS BOARD
[illegible]
107 South Broadway
Los Angeles, California

Re: VERNON E. LUMBATTIS vs BALDWIN, EHRET & HILL, INC.
INSURANCE COMPANY OF NORTH AMERICA: 66 LA 291 957

Dear Sirs:

We enclose the following documents:

MEDICAL REPORTS

( ) In accordance with the Commission's Rules of Practice and Procedure

( ) As Defendants' exhibit next in order

R. T. Johnstone, M. D. July 8, 1966

Yours very truly,

HERLIHY, HERLIHY, JONES & NELSON

By R. G. Herlihy
R. G. Herlihy

RGH/mhh

cc: STEVEN ROSEMAN, ESQ.
1621 West 9th Street
Los Angeles, Calif. 90015

RUTHERFORD T. JOHNSTONE, M.D.
BROCKMAN BUILDING
320 WEST SEVENTH STREET
Los Angeles, California 90014
TELEPHONE 623-2065

OCCUPATIONAL DISEASES

INDUSTRIAL TOXICOLOGY

July 8, 1966

Herlihy & Herlihy
412 W. 6th St.
Los Angeles, Calif. 90014

Re: VERNON LUMBATTIS
Baldwin, Ehret & Hill
Case No. 66 LA 291-957
Our File: 6912-V

Gentlemen:

On your authorization the above captioned individual was examined by the writer on 5-27-66. He gave his address as 12459 East Firestone Blvd., Norwalk, Calif. He gave his address as an insulator.

HISTORY: Mr. Lumbattis states that during the year of 1965 he noticed that he was short of breath and the condition continued to worsen. He continued working until December 22, 1965 at which time he had what he termed as a mild heart attack. He developed pain over his heart with shortness of breath. He claims that the episode lasted for about twenty minutes. His wife took him to Dr. Mastron in Compton, who had him hospitalized in the Physicians and Surgeons Hospital in Compton. He was in the hospital for five or six days. Following this he was sent to the St. Francis Hospital in Lynwood for pulmonary function tests. He states that following these tests he was advised to see "an industrial attorney." He was then referred to Dr. Samuel Sills. The patient is presently under Dr. Mastron's care and he receives antibiotics and intermittent positive pressure.

Present Complaint: Shortness of breath and fatigue. He states that his shortness of breath seems to be worse on smogy days.

Past Medical History: Had an operation some years ago for a duodenal ulcer. He had an incisional hernia operation in 1963.

Occupational History: The patient was born in Illinois and went through the 3rd year of high school. After coming to California he worked for different companies doing different types of work until 1942 when he became an insulator. He has worked for many different companies since that time. He thinks that he worked for Marine Engineers longer than any other company (4 years). He last worked for Baldwin, Ehret & Hill and this was for approximately one year.

No. 2
Re: Vernon Lumbattis

7-8-66

Personal History: The patient is married, wife living and well. Has two children. Denies any knowledge of tuberculosis or diabetes in the family history. States his mother had cancer.

Inventory of Systems:

Head - The patient has an occasional headache, no dizziness or tinnitus. His tonsils intact. His teeth are false.

Cardio-respiratory - Has an occasional cough but this is not pronounced. He has dyspnea on effort, palpation and claims that he has cardiac distress on smogy days. He has orthopnea as indicated by the fact that he uses two pillows at night behind his head and has done so for the past six or eight months.

Gastro-intestinal - Appetite is normal. Has no symptoms of indigestion. No constipation or diarrhea. Stools are normal.

Genito-urinary - No nocturia, dysuria or frequency.

Weight = Slight gain in recent months.

Nervous system - Is not nervous or irritable.

Extremities - No history of ankle edema, joint pain or joint enlargement.

Habits: Smoked about a pack of cigarettes a day until December at which time he stopped. Does not drink alcoholic beverages.

PHYSICAL EXAMINATION: This 52 year old male weighbed 194 pounds, temperature 97.8 degrees at 11:15 A.M.

Head and Neck: Pupils round, equal and react to light. Ears, nose and throat negative. The teeth were false. No enlargement of the cervical glands. Thyroid not enlarged. No pulsations present.

Chest: Barrel shaped in type. The breath sounds somewhat harsh. No distinct rales were heard. Respiratory rate 26.

Heart: Rate of 86; regular, no murmurs heard. B.P. 120/86. Tones distant.

Abdomen: Obese; no organs or masses palpated. No areas of tenderness elicited. Old scar present.

Extremities: No ankle edema present.

LABORATORY: Blood count:

Hemoglobin - 15.0gms. - 104%	
Erythrocytes	5,370,000
Leucocytes	8,650
Juv	1
Stabs	7
Segs	57
Lymphs	19
Monos	5
Eosins	8
Basoph	3

Blood sedimentation rate: 11.5mm 1 hour (Wintrobe)

No. 3
Re: Vernon Lumbattis

7-8-66

ELECTROCARDIOGRAM: Essentially normal.

X-RAY EXAMINATION: Posterior anterior and lateral views of the chest were taken in this office on 5-27-66. They reveal the cardiac shadow to be within normal limits. The right border is somewhat occluded by basal fibrosis. Both lower lungs reveal a degree of fibrosis. The upper lungs appear normal except for what appears to be an occasional cystic formation. The costophrenic angles are occluded as is the border of the left diaphragm. There is evidence of emphysema of the upper lung fields bilaterally.

DISCUSSION: In addition to our examination of Mr. Lumbattis and our study of this case, we reviewed a voluminous medical and hospital file.

According to Mr. Lumbattis he has noticed shortness of breath and tiredness for over a year. In his opinion the condition gradually worsened. However he continued working until December of 1965 at which time he suffered an attack of congestive heart failure. He has not worked since. The medical records also reveal that he was under observation in January, 1964 for a complaint of dyspnea.

Pulmonary function studies done at the St. Francis Hospital on 1-18-66 reveal "marked restrictive dysfunction with decreased expiratory reserve."

The occupational history indicates many years of exposure to dusts of some type. How much exposure he had to asbestos is unknown. However when we combine his occupational history with the x-ray findings and the pulmonary function test we feel that Mr. Lumbattis has a pneumoconiosis, probably asbestosis. We further feel that his disability is total and permanent.

Yours very truly,

R. T. Johnstone M D

R. T. Johnstone, M.D.
Diplomate, American Board
of Occupational Medicine

RTJ/rcm

SAMUEL J. SILLS, M. D.
2007 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90057
HUBBARD 3-5000

AUG 29 AM 8 56

August 19, 1967

Steven Roseman
1621 W. Ninth St.
Los Angeles, 90015

RE: VERNON E. LUMBATTIS

Dear Mr. Roseman:

The above captioned presented himself at my office July 24, 1967.

INTERVAL HEALTH: able to walk about two or three blocks at a slow pace - one-third normal speed; he can walk only one-half black at a normal pace. He has dyspnea after mowing the lawn for about fifteen minutes. He states that what used to take him ten minutes to do now requires two hours. He has noted very little cough with occassional white sputum; no blood. Has gained weight. No chest pain except an occassional pain between shoulder blades. Had a cold in March, 1967; otherwise, he has felt fairly well. In July, 1966 he went to Reno and was unable to catch his breath. He had to return to Los Angeles

REVIEW OF THE SYSTEMS: Eyes, Ear, Nose and Throat - no complaints.

Cardio-Respiratory - uses two pillows, otherwise, as noted above.

Gastro-Intestinal - no symptoms.

Genito-Urinary - gets up two or three times at night.

Extremities - noted edama; shoes get tight at night.

PHYSICAL EXAMINATION: Weight: 196 Temp: 99.0 Pulse: 80 Resp: 30 BP: 134/100 in both arms.

Eyes, Ears, Nose and Throat - negative.

Chest: rales at both bases; diminished breath sounds on the right. No wheezing; breath sounds harsh on left side. Percussion note normal.

Heart: tones good; P2 greater than A2; no murmurs; no thrills.

Abdomen: liver not palpable.

Extremities: no edema of lower; no clubbing of upper.

FLUOROSCOPIC EXAMINATION: poor motion of the diaphragms. Costo-phrenic angles were slightly obliterated on the left. The lungs had a ground glass appearance throughout both bases.

CHEST X-RAY: no changes when compared with x-ray of June 13, 1966.

ELECTROCARDIOGRAM: no changes.

SEDIMENTATION RATE: 3 mm.

VITAL CAPACITY: 1800 cc. Normal 5000 cc. Three second timed capacity 1500. 36% normal.

BLOOD CHEMISTRY SURVEY: sodium, potassium, chlorides, carbon dioxide capacity, total protein, albumin, calcium, phosphatase-alkaline, total bilirubin, urea nitrogen, glucose, SGO-transaminase, globulin, A/G ration were all withing normal limits.

DISCUSSION: I have reviewed the report you submitted of Dr. Rutherford Johnstone. I agree with him that the patient has pneumoconiosis probably due to asbestosis. From all the physical findings, pulmonary function studies, electrocardiograms, etc., this patient is permanently and totally disabled. He will require constant medical supervision for the rest of his life and may require hospitalization for the pulmonary and/or the cardiac problem, which is secondary to the former.

Thank you for the privilege of re-examining Mr. Lumbattis.

Sincerely,

Samuel J. Sills, M.D.

SJS:ME