

FILE NAME: Metalclad (METC)

DATE: 1966

DOC#: METC010

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

File Name **Contract Unit Claim File: Lola J. Crader/ Willard R. Crader**

Scanned ? **yes**

Source **JMA: NS-JM**

Start Year **1966**

Stop Year **1981**

Contents **claim**

Notes

1 WORKERS' COMPENSATION APPEALS BOARD

2 STATE OF CALIFORNIA

3 LOLA J. CRADER
4 WILLARD R. CRADER, SR. (DECEASED)

CASE No. 64 POM 1939

5 Applicant

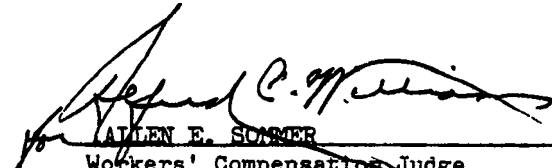
6 vs.

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

7
8
9 Defendant

10
11 I hereby certify that the attached documents are true
12 and correct copies of the original documents filed in the records
13 of this office in the above-entitled matter.

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

16
17
18
19 
20 ALLEN E. SCARVER
21 Workers' Compensation Judge
22 Workers' Compensation Appeals Board

23
24 Dated at San Francisco,
25 California, this 23 day
26 of March 1981
27

Workmen's Compensation
Appeals Board
August 1967
POMONA

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

COMPROMISE AND RELEASE (Dependency Claim)

CASE NO. 64 POM 1939

SOCIAL SECURITY NO. _____

LOLA J. CRADER, widow of WILLARD R. CRADER, SR., Deceased. APPLICANT 10603 Valencia, Bloomington, Calif. ADDRESS

OMENS-CORNING FIBREGLAS, et al. EMPLOYER 5933 Telegraph Rd., LA, Calif. ADDRESS
(see attached sheet)

AETNA CASUALTY & SURETY CO., a corp. INSURANCE CARRIER 2404 Wilshire Blvd., LA 54, Calif. ADDRESS
et al. (see attached)

The parties hereto, for the purpose of compromise only, agree as follows:

The above-named applicant claim S that WILLARD R. CRADER, SR. (NAME OF EMPLOYEE) while employed at
various locations in California xxx between January 1938 and 3 March 196

by various employers (see attached), then insured as to workmen's compensation liability

by various carriers (see attached) (STATE NAME OF CARRIER OR WHETHER SELF-INSURED) sustained injury arising out of and in the course of such

employment as follows: it is alleged that exposure to irritants at work caused injury to the claimant's lungs and other parts of his body resulting in death.

2. The death of said employee occurred on 7 March 1966, 19 , as a result of the claimed injury.

3. The actual weekly wages of the employee at the time of claimed injury were in dispute, while average weekly wage (statutory) were

4. Payments of compensation to the employee in his lifetime on account of the claimed injury were none

The applicant herein claimS to have been dependent upon said employee at the time of claimed injury, and state S the names, ages, relationship to, and the extent of dependency upon said deceased employee to have been as follows:

NAME	AGE	RELATIONSHIP	EXTENT OF DEPENDENCY
Lola J. Crader	adult	widow	total

The parties hereby agree to settle any and all claims of said dependent on account of the claimed injury and the death of said employee by payment of the sum of \$7,500.00, payable as follows to applicant in lump sum, less reasonable attorneys' fees, less lien claim of applicant's attorneys for costs of \$172.10.

14. The undersigned does hereby affirm and acknowledge that he has read the foregoing release or had it fully explained to him, and fully understands and appreciates the foregoing words, terms, and their effect, and that this is a full, final compromise, release and settlement of all claims, demands, actions or causes of actions known or unknown, suspected and unsuspected, and as a further consideration and inducement for this compromise settlement the provisions of Section 1542 of the Civil Code of the State of California, which 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 of the release, which if known by him must have materially affected his settlement with the debtor,"

and hereby expressly waived by the undersigned, who does hereby expressly agree that this release shall extend and apply to all unknown, unsuspected and unanticipated injuries and damages, as well as those which are now disclosed, and the undersigned hereby affirms that he has affixed his signature hereto voluntarily and of his own free will and accord.

15. This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not merely a recital.

x Lola I. Grader
Applicant

Heavy Paper to and for said Emery and Sons of California

The various insurance companies listed below and the various self-insured employers listed below, being the workmens compensation carriers for some of the named defendant employers in this case during some of the period alleged as the period of injury in this case, agree to make the following contributions toward this settlement:

PLANT RUBBER & ASBESTOS WORKS, a corp. (self insured)	\$ 994.00
PABCO INSULATION CORP. (self insured)	944.00
PACIFIC EMPLOYERS INSURANCE CO.	70.00
GENERAL ACCIDENT, FIRE & LIFE ASSUR. CORP. LTD.	1,175.00
EMPLOYERS MUTUAL LIABILITY INS. CO. OF WISCONSIN	150.00
STATE COMPENSATION INSURANCE FUND	225.00
AMERICAN MOTORISTS INSURANCE CO.	20.00
GUARANTEE INSURANCE CO.	1,770.00
INDUSTRIAL INDEMNITY CO.	100.00
FIREMENS FUND INSURANCE CO.	265.00
EMPLOYERS LIABILITY ASSURANCE CORP. LTD.	295.00
CALIFORNIA CASUALTY INDEMNITY EXCHANGE	75.00
NATIONAL AUTOMOBILE & CASUALTY INSURANCE CO.	15.00
FIDELITY & CASUALTY CO. OF NEW YORK	20.00
RELIANCE INSURANCE CO.	28.00
AETNA CASUALTY & SURETY CO.	48.00
LIBERTY MUTUAL INSURANCE CO.	980.00
TRAVELERS INSURANCE CO.	20.00
Total	<u>7,500.00</u>

WEINGAND, KENDIG & STOCKWELL

By David B. Allen
Attorneys for Travelers Ins.
Co., Aetna Casualty & Surety
Co., and Liberty Mut. Ins. Co.

JACKSON & HARRIE

By Frank Spencer Snodgrass
Attorneys for Pacific Employers
Ins. Co.

EMPLOYERS MUTUAL INSURANCE CO.

By Thomas H. Meyer

HANNA & BROPHY

By Thomas H. Meyer
Attorneys for Amer. Motorists
Ins. Co.

JAFFEE, MALLERY, THOMPSON,
TALBOTT & LEMASTER

By Albert H. Emerson
Attorneys for Employers Liability
Assur. Corp. Ltd.

NATL. AUTOMOBILE & CAS. INS. CO.

By Albert H. Emerson

BROBECK, PHLEGER & HARRISON

By Richard S. Harrison
Attorneys for Plant Rubber & Asbes-
Works and Pabco Insulation Corp.

BRILL HUNT, DeBUYS & BURBY

By Richard H. Moore
Attorneys for Gen. Accident, Fire &
Life Assur. Corp. Ltd.

STATE COMPENSATION INSURANCE FUND

By Vernon E. Smith

PARKER & DAILY

By Philip Parker
Attorneys for Guarantee Ins. Co.,
Industrial Indemnity Co., and
Firemens Fund Ins. Co., and

CALIFORNIA CASUALTY INDEMNITY EXCH

By Richard H. Moore
Fidelity & Casualty Co. of N.Y.,
Reliance Insurance Co., by
CLOPTON & PENNY

By Mort L. Clapton
Attorneys for Fidelity & Cas. Co. of
New York and Reliance Insurance Co.

WORKMEN'S COMPENSATION APPEALS BOARD
STATE OF CALIFORNIA

LOLA J. CRADER, Widow
(Willard R. Crader, Sr. Dec'd)

Applicant,

vs.

ARMSTRONG CONTRACTING & SUPPLY CORP.;
ARMSTRONG CORK CO.; B & B ENGINEERING
& SUPPLY; CALIFORNIA HOME IMPROVEMENT
CO.; CALIFORNIA VERMICULITE CORP.;
C. F. BRAUN & CO.; CLARK B. REECE of
REECE INSULATING CO.; COAST INSULATING
PROD.; C.O. SPARKS & MUNDO ENGINEERING
CO.; DUTTON ASBESTOS & SUPPLY CO.;
LUSE STEVENSON CO.; HADDOCK ENGINEERS,
LTD; HENRY J. KAISER CO.; H.K. EDWARDS
GLOBE EXTERMINATING ENGINEERS; INDUS-
TRIAL INSULATORS, INC.; J.A. CARTER CO.;
JOHNS-MANVILLE CORP.; J.S. BARRETT; J.S.
THORPE, INC.; J.T. THORPE & SON, INC.;
KELLEY ASBESTOS PROD. CO.; LEE R. EKINS
CO.; LOCKHEED AIRCRAFT CORP.; L.A. CORK
CO.; L.A. FOSTER CO.; L.A. RUBBER &
ASBESTOS WORKS; LUHMAN BROTHERS; RODERICK
LYNCH, LYNCH ASBESTOS CO.; McNEIL STANLEY,
INC.; MACCO MCKITTRICK-MORRISON; MACINE
ENGINE & SUPPLY CO.; METAL CLAD INSULATION
CO., INC.; OFFCCO CONSTRUCTION CO., INC.;
OWENS-CORNING FIBERGLASS CORP.; PABCO
INSULATION CORP.; THE PHILIP CAREY MFG.
CO.; PLANT ASBESTOS CO.; PLANT RUBBER &
ASBESTOS WORKS; STANDARD ASBESTOS MFG. &
INSULATING CO.; SYDNEY CARMINE; THORPE
INSULATION CO.; TOTMAN MORGAN CO.; UNITED
CORK COMPANY; FIBERGLASS ENGINEERING &
SUPPLY, a corporation; THE CALIFORNIA
CASUALTY INDEMNITY EXCHANGE, an inter-
insurance exchange; ASSOCIATED INDEMNITY
CORP., a corporation; LIBERTY MUTUAL IN-
SURANCE CO., a corporation; GENERAL
ACCIDENT, FIRE & LIFE ASSURANCE CORP., LTD.
a corporation; THE TRAVELERS INSURANCE
COMPANY, a corporation; PACIFIC EMPLOYERS
INSURANCE COMPANY, a corporation; ARGONAUT
INSURANCE COMPANY, a corporation; EMPLOYER
LIABILITY ASSURANCE CORP, LTD.; AMERICAN
MOTORISTS INSURANCE COMPANY, a corporation
FIREMAN'S FUND INSURANCE COMPANY, a corpo-
ration; INDUSTRIAL INDEMNITY COMPANY, a
corporation; GUARANTEE INSURANCE COMPANY,
a corporation; STATE COMPENSATION INSUR-
ANCE FUND;

CASE NO. 64 POM 19

ORDER APPROVING
COMPROMISES
and
RELEASES

POMONA OFFICE
INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA

AUG 17 1967

FILED

CASE NO. 64 POM 1939

1 THE AETNA CASUALTY & SURETY COMPANY,
2 a corporation; UNITED PACIFIC INSUR-
3 ANCE COMPANY, a corporation; NATIONAL
4 AUTOMOBILE & CASUALTY INSURANCE COM-
5 PANY, a corporation; RELIANCE INSUR-
6 ANCE COMPANY, a corporation; FIDELITY
7 & CASUALTY COMPANY OF NEW YORK, a
8 corporation,

Defendants.

9 Applicant and the following defendants: PACIFIC EMPLOYERS
10 INSURANCE COMPANY, a corporation; GENERAL ACCIDENT, FIRE & LIFE
11 ASSURANCE CORPORATION, LTD.; EMPLOYERS MUTUAL LIABILITY INSURANCE
12 COMPANY OF WISCONSIN, a corporation; STATE COMPENSATION INSURANCE
13 FUND; AMERICAN MOTORISTS INSURANCE COMPANY, a corporation; GUARANTI
14 INSURANCE COMPANY, a corporation; INDUSTRIAL INDEMNITY COMPANY, a
15 corporation; FIREMAN'S FUND INSURANCE COMPANY, a corporation;
16 EMPLOYERS LIABILITY ASSURANCE CORP. LTD.; CALIFORNIA CASUALTY INDE
17 NITY EXCHANGE, an inter-insurance exchange; NATIONAL AUTOMOBILE &
18 CASUALTY INSURANCE COMPANY, a corporation; FIDELITY & CASUALTY COM-
19 PANY OF NEW YORK, a corporation; RELIANCE INSURANCE COMPANY, a
20 corporation; THE AETNA CASUALTY & SURETY COMPANY, a corporation;
21 LIBERTY MUTUAL INSURANCE COMPANY, a corporation; THE TRAVELERS
22 INSURANCE COMPANY, a corporation; have filed Compromises and Re-
23 leases herein on August 10, 1967, covering only that period of
24 alleged continuing trauma wherein the above named defendants had
25 compensation insurance coverage for the following named defendant
26 employers during the period January, 1938 to March 3, 1964:
27 COAST INSULATING PROD.; J.T. THORPE, INC.; J.T. THORPE & SON, INC.;
28 THE PHILIP CAREY MFG. CO.; LEE R. EKINS CO.; LOS ANGELES RUBBER &
29 ASBESTOS WORKS; C. F. BRAUN CO.; HENRY J. KAISER CO.; METAL CLAD
30 INSULATION CO. INC.; PLANT RUBBER & ASBESTOS WORKS; THORPE INSULATI
31 CO.; LOCKHEED AIRCRAFT CORP.; LOS ANGELES CORK COMPANY; LUSE STEVEN
SON CO.; ARMSTRONG CORK COMPANY; OWENS-CORNING FIBERGLASS CORP.;

CASE NO. 64 POM 1939

1 FIBERGLASS ENGINEERING & SUPPLY, a corporation; UNITED CORK COMPAN
2 a corporation; ARMSTRONG CONTRACTING & SUPPLY CORP.; JOHNS-MANVILLE
3 CORP.; PABCO INSULATION CORP., self-insured, for the sum of
4 \$7,500.00, in addition to all sums which may have been paid pre-
5 viously, and requesting that they be approved; and this Board
6 having considered the entire record, including said Compromises
7 and Releases, now finds that they should be approved;

8 IT IS ORDERED that said Compromises and Releases be and they
9 are hereby approved.

10 AWARD is made in favor of: Lola J. Crader, Widow of
11 (Willard R. Crader, Sr., Deceased)

12 Against the following: payable by:

13 THE TRAVELERS INSURANCE COMPANY, a corporation

14 TO: Lola J. Crader, Applicant	\$ 77.90
15 Levy, DeRoy, Geffner & Van Bourg, fee	1,000.00
16 and investigation expense advanced	172.10
	<u>\$1,250.00</u>

17 PLANT RUBBER & ASBESTOS WORKS, a corporation
18 self-insured

19 TO: Lola J. Crader, Applicant	994.00
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20 PABCO INSULATION CORP., self-insured

21 TO: Lola J. Crader, Applicant	70.00
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22 PACIFIC EMPLOYERS INSURANCE CO., a corporation

23 TO: Lola J. Crader, Applicant	1,175.00
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24 GENERAL ACCIDENT, FIRE & LIFE ASSURANCE CORP. LTD.

25 TO: Lola J. Crader, Applicant	150.00
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26 EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF
27 WISCONSIN, a corporation

28 TO: Lola J. Crader, Applicant	225.00
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29 STATE COMPENSATION INSURANCE FUND

30 TO: Lola J. Crader, Applicant	20.00
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CASE NO. 64 POM 1939

1	AMERICAN MOTORISTS INSURANCE COMPANY, a corporation	
2	TO: Lola J. Crader, Applicant	\$1,770.00
3	GUARANTEE INSURANCE COMPANY, a corporation	
4	TO: Lola J. Crader, Applicant	100.00
5	INDUSTRIAL INDEMNITY COMPANY, a corporation	
6	TO: Lola J. Crader, Applicant	265.00
7	FIREMAN'S FUND INSURANCE COMPANY, a corporation	
8	TO: Lola J. Crader, Applicant	295.00
9	EMPLOYERS LIABILITY ASSURANCE CORP., LTD.	
10	TO: Lola J. Crader, Applicant	75.00
11	CALIFORNIA CASUALTY INDEMNITY EXCHANGE, an	
12	inter-insurance exchange	
13	TO: Lola J. Crader, Applicant	15.00
14	NATIONAL AUTOMOBILE & CASUALTY INSURANCE COMPANY,	
15	a corporation	
16	TO: Lola J. Crader, Applicant	20.00
17	FIDELITY & CASUALTY COMPANY OF NEW YORK,	
18	a corporation	
19	TO: Lola J. Crader, Applicant	28.00
20	RELIANCE INSURANCE COMPANY, a corporation	
21	TO: Lola J. Crader, Applicant	48.00
22	THE AETNA CASUALTY & SURETY COMPANY, a corporation	
23	TO: Lola J. Crader, Applicant	980.00
24	LIBERTY MUTUAL INSURANCE COMPANY, a corporation	
25	TO: Lola J. Crader, Applicant	20.00
26	TOTAL	\$7,500.00

26 DATED AT POMONA, CALIF.

27
28
29 SERVED ON ALL PARTIES
30 AS LISTED ON OFFICIAL
ADDRESS RECORD
August 18, 1957
By F. Szalay - *L. J. Crader*

J. Stone
Referee
WORKMEN'S COMPENSATION APPEALS BOARD