

FILE NAME: Johns-Manville (JMA)

DATE: 1964

DOC#: JMA146

DOCUMENT DESCRIPTION: Contract Unit Claim File; Ollie Rogers

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

APPLICANT OLLIE ROGERS CASE # LB 26779  
Insulation Mechanic

DATE CLAIM FILED June 23, 1964

INJURY ALLEGED Pulmonary Fibrosis

ALLEGED DATE OF INJURY 1942-1962

EMPLOYER/INSURER Thorp Insulation Co./Firemen's Fund Ins. Co., et. al  
including J-M Products Corp./Travelers

No apparent Canadian carrier

OTHER NOTES Asbestosis/pulmonary fibrosis  
Applicant reopened case 1970 due to deteriorating  
condition

|                    |                             |                                 |
|--------------------|-----------------------------|---------------------------------|
| DATE OF RESOLUTION | <u>July 11, 1966</u>        | <u>Oct. 22, 1971</u>            |
| RESOLUTION         | <u>Findings &amp; Award</u> | <u>Compromise &amp; Release</u> |
|                    | <u>\$14,280 settlement</u>  | <u>\$11,294 settlement</u>      |

DOCUMENTS COPIED 1) Compromise & Release & Order Approving # OF PAGE  
7  
2) May 26, 1966 Rpt of Dr. Urabec to Pacific p.4  
Employers

CLAIMANT

Ollie Rogers

34

California Workers' Compensation Appeals Board

CARRIERS INVOLVED:

- The AETNA Casualty & Surety Co.
- American Automobile Ins. Co.
- American Employers Ins. Co.
- American Motorists Ins. Co.
- Argonaut Ins. Co.
- Associated Indemnity Corp.
- California Casualty Indemnity Exchange
- California Compensation & Fire Co.
- Casualty Ins. Co. of California
- Employers Liability Assurance Corp. Ltd.
- Employers Mutual Liability Ins. Co. of Wisconsin
- Fidelity & Casualty Co. of New York
- Fireman's Fund Ins. Co.
- General Accident, Fire & Life Assurance Corp. Ltd.
- Globe Indemnity Co.
- Guarantee Insurance Co.
- Great American Ins. Co.
- Hardware Mutual Casualty Co. (Sentry Ins. Co.)
- Industrial Indemnity Co.
- Industrial Indemnity Exchange
- Insurance Co. of North America
- Liberty Mutual Ins. Co.
- Lumberman's Mutual Casualty Co.
- Maryland Casualty Co.
- Michigan Mutual Liability Co.
- Mission Insurance Co.
- National Automobile & Casualty Ins. Co.
- New Amsterdam Casualty Co.
- Ocean Accident & Guarantee Corp. Ltd.
- Pacific Employers Ins. Co.
- Pacific Indemnity Co.
- Reliance Ins. Co. (Standard Accident Ins. Co.)
- Royal Indemnity
- Security Ins. Co. of Hartford (U.S. Casualty Ins. Co.)
- State Compensation Insurance Fund
- Transport Indemnity Co.
- The Travelers Ins. Co.
- The United Pacific Ins. Co.
- U.S. Fidelity & Guaranty Co.
- Zenith National Ins. Co.
- Zurich Ins. Co.
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( SCHEDULE OF CONTRIBUTIONS )

|                                                                                   |      | <u>CONTRIBUTION</u> |
|-----------------------------------------------------------------------------------|------|---------------------|
| LOUIS FIRE, BRICK & INSULATION COMPANY;<br>CALIFORNIA COMPENSATION & FIRE COMPANY | .034 | \$ 384.00           |
| JOHNS-MANVILLE PRODUCTS CORPORATION;<br>THE TRAVELERS INSURANCE COMPANY           | .185 | 2,089.39            |
| ROTHSCHILD OIL COMPANY;<br>MARYLAND CASUALTY INSURANCE COMPANY                    | .003 | 33.88               |
| BECHTEL CORPORATION;<br>INDUSTRIAL INDEMNITY INSURANCE COMPANY                    | .005 | 56.47               |
| MARINE ENGINEERING;<br>PACIFIC EMPLOYERS INSURANCE COMPANY                        | .220 | 2,258.80            |
| DET CORPORATION;<br>CALIFORNIA CASUALTY & SURETY COMPANY                          | .008 | 90.35               |
| GOLDEN BEAR OIL COMPANY;<br>STATE COMPENSATION INSURANCE FUND                     | .013 | 146.82              |
| PURITAN ICE COMPANY;<br>CALIFORNIA CASUALTY INDEMNITY COMPANY                     | .005 | 56.47               |
| FIBERGLASS ENGINEERING & SUPPLY COMPANY;<br>AETNA CASUALTY & SURETY COMPANY       | .006 | 67.76               |
| THORPE INSULATION COMPANY<br>FIREMAN'S FUND INSURANCE COMPANY                     | .521 | 6,110.06            |
| TOTAL CONTRIBUTIONS:                                                              |      | <u>\$11,294.00</u>  |

OLLIE W. ROGERS - WCAB Case No: 64 LB 26779

RECEIVED  
OCT 20 9 42 AM '71  
FACILITY  
AND  
PRODUCTS  
CORPORATION

# 4

Re: Ollie Rogers

The patient was referred to the x-ray department of the Hospital of the Good Samaritan for chest x-rays. These were reported as follows:

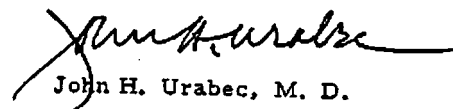
"Chest: Postero-anterior and lateral views of the chest show the heart to measure 14 cm. while the chest measures 31 cm. Both costophrenic angles are blunted and there is thickened pleura along both lateral chest walls. The bronchovascular markings are prominent in both bases, more so on the right near the heart border. There is a fibrotic appearance with the possibility of small cysts in the right apex with a considerable pleural cap. Minor fissure is depressed. A lateral film demonstrates considerable degenerative change of the dorsal spine. There is an overlying soft tissue density on the lower two or three vertebral bodies which would suggest parenchymal lesion. Whether this is acute, the findings are not known as old films are not available for comparison."

/s/ R. E. Levis.

The diagnosis of this pulmonary condition is established by the lung biopsy which showed the findings of an asbestosis. He has a permanent disability but at this time it is partial only. He is physically able to perform a light type of work. As regards liability of his condition I believe this must be apportioned by his various employers and this is dependent on the duration of his employment and by the type of work in which he was engaged.

As stated above he is physically able to do a light type of work and should be encouraged to do so. However, he should avoid an atmosphere of potentially harmful dusts since it might cause an aggravation of his present underlying condition.

Very truly yours,

  
John H. Urabec, M. D.

1 WORKERS' COMPENSATION APPEALS BOARD

2 STATE OF CALIFORNIA

3 OLLIE M. ROGERS,

CASE No. 64 LB 26779

4  
5 Applicant

6 vs.

7 FIBERGLASS ENGINEERING &  
8 SUPPLY COMPANY

9 Defendant

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

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 ALFRED C. WILLIAMS

20 Workers' Compensation Judge  
21 Workers' Compensation Appeals Board

22  
23  
24 Dated at San Francisco,  
25 California, this 3rd day  
26 of April, 1981  
27

WORKMEN'S COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

OLLIE M. ROGERS,

Applicant

vs.

FIBERGLASS ENGINEERING & SUPPLY CO;  
AETNA CASUALTY & SURETY CO.,

MARINE ENGINEERING CO.,  
PACIFIC EMPLOYERS INSURANCE CO.,

BALDWIN-EHRET HILL;  
AETNA CASUALTY & SURETY CO.,

THORPE INSULATION COMPANY;  
FIREMAN'S FUND INSURANCE CO.,

JOHNS-MANVILLE PRODUCTS CO.;  
THE TRAVELERS INSURANCE CO.,

PURITAN ICE CO.;  
CALIFORNIA CASUALTY INDEMNITY CO.,

GOLDEN BEAR OIL CO.,  
STATE COMPENSATION INSURANCE FUND,

ST. LOUIS FIRE BRICK CO.,  
CALIFORNIA COMPENSATION & FIRE CO.,

ROTHCHILD OIL CO.,  
MARY LAND CASUALTY CO.,

BECHTEL CORPORATION;  
INDUSTRIAL INDEMNITY CO.,

Defendants

Case No. 64 LB 26779

ORDER APPROVING  
COMPROMISE AND RELEASE

Applicant received a Findings and Award July 11, 1966 of 68% based on a limitation to light work without dust environment and further medical treatment; this has been paid in full in the amount of \$14,280.00. A Petition to Reopen is filed and the parties now settle this case for the additional sum of \$11,294.00. Applicant has worsened. Dr. Goldfarb finds him limited to sedentary work; Dr. Dickstein finds him totally disabled. Based upon the fact that death benefits cannot be awarded in the future due to jurisdictional limitation, the settlement is adequate for lifetime benefits and will permit the Applicant to enjoy present benefits thereby.

1 The contributions are in accordance with the agreement. Fireman's  
2 Fund Insurance Company shall pay the following liens:

3 Dr. Edward Dickstein, \$294.00; Endriss Photocopy Service, \$21.00;  
4 Levy & Van Bourg, costs \$55.18; Levy & Van Bourg, fees \$1,000.00.

5 The parties to the above entitled action have filed a  
6 Compromise and Release herein, on October 20, 1971 settling this ca  
7 for \$11,294.00 in addition to all sums which have been paid previou  
8 and requesting that it be approved; and this Board having considere  
9 the entire record, including said Compromise and Release, now finds  
10 that it should be approved; and

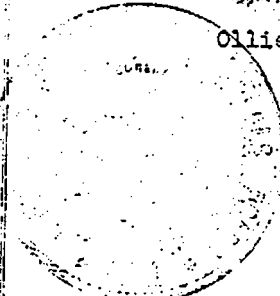
11 IT IS ORDERED that said Compromise and Release is approved  
12 AWARD is made in favor of OLLIE W. ROGERS

13 Against: AETNA CASUALTY & SURETY CO., PACIFIC EMPLOYERS  
14 INSURANCE CO., INDUSTRIAL INDEMNITY CO., MARYLAND CASUALTY INSURANCE  
15 CO., CALIFORNIA CASUALTY & INDEMNITY CO., STATE COMPENSATION INSURANCE  
16 FUND, CALIFORNIA COMPENSATION & FIRE CO., FIREMAN'S FUND INSURANCE CO.  
17 TRAVELERS INSURANCE CO.

18 Payable as follows:

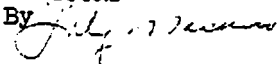
|    |                                       |           |
|----|---------------------------------------|-----------|
| 19 | By CALIFORNIA COMPENSATION & FIRE CO. |           |
| 20 | To: Ollie W. Rogers, applicant        | \$ 384.00 |
| 21 | By THE TRAVELERS INSURANCE CO.        |           |
| 22 | To: Ollie W. Rogers, applicant        | 2,089.39  |
| 23 | By MARYLAND CASUALTY INSURANCE CO.    |           |
| 24 | To: Ollie W. Rogers, applicant        | 33.88     |
| 25 | By INDUSTRIAL INDEMNITY CO.           |           |
| 26 | To: Ollie W. Roger, applicant         | 56.47     |
| 27 | By PACIFIC EMPLOYERS INSURANCE CO.    |           |
| 28 | To: Ollie W. Roger, applicant         | 2,258.80  |
| 29 | By AETNA CASUALTY & SURETY CO.        |           |
| 30 | To: Ollie W. Roger, applicant         | 158.11    |
| 31 | By STATE COMPENSATION INSURANCE FUND  |           |
|    | To: Ollie W. Roger, applicant         | 146.82    |
|    | By CALIFORNIA CASUALTY INDEMNITY CO.  |           |
|    | To: Ollie W. Roger, applicant         | 56.47     |

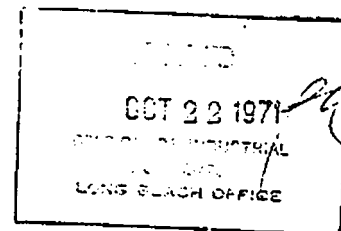
1 By FIREMAN'S FUND INSURANCE CO.  
2 To: Dr. Edward Dickstein, lien claimant \$ 294.00  
3 Endriss Photocopy Service, lien 21.00  
4 Levy & Van Bourg, lien claimant 55.18  
5 Levy & Van Bourg, attys 1000.00  
6 Total liens \$1370.18  
7  
8 Ollie W. Rogers, applicant 4739.88  
9 Total due 6,110.  
10 \$11,294.

  
  
Boris Raynes, Referee  
WORKMEN'S COMPENSATION APPEALS BOA

10 Long Beach, California  
11 SERVED ON ALL PARTIES LISTED

12 ON OFFICIAL ADDRESS RECORD

13 Dated: 10/22/71 By   
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# INSTRUCTIONS

1. Do not use this form in death cases. Use Form 16. Do not use in third-party cases. Use 17.
2. If the injured employee be under 21 years of age and a guardian ad litem has not been previously appointed, a petition for appointment guardian ad litem and trustee must accompany this agreement.
3. The guardian must sign this agreement on behalf of an injured employee who is under 21 years of age. If the minor is above the age of 14, such minor should also sign this agreement.
4. Attach all medical reports not heretofore submitted to the Workmen's Compensation Appeals Board and advise when other reports were filed.

## STATE OF CALIFORNIA HUMAN RELATIONS AGENCY DEPARTMENT OF INDUSTRIAL RELATIONS DIVISION OF INDUSTRIAL ACCIDENTS WORKMEN'S COMPENSATION APPEALS BOARD

COMPROMISE AND RELEASE

CASE NO. 64 LB 26779

(Mr.) WALTER OLLIE W. ROGERS  
VS. APPLICANT

SOCIAL SECURITY NO. 555-01-3895  
6351 Ridgeview Avenue  
Mira Loma, California 91752  
ADDRESS

VARIOUS EMPLOYERS

CORRECT NAME OF EMPLOYER

VARIOUS CARRIERS

CORRECT NAME OF INSURANCE CARRIER

ADDRESS

ADDRESS

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

1. Ollie W. Rogers, employee herein, born on February 13, 1905 Between 1942 through December 2, 1963 claims that he was employed on the 11/11 day of 11/11, 1963 at Insulation Worker by Various Employers then insured as to workmen's compensation liability by Various Carriers and that

he sustained an injury arising out of and in the course of his employment as follows: Alleges injury to his lungs and chest and respiratory system as result of exposure to asbestos and other materials. The Compromise and Release is intended to cover any and all parts of the body claimed to have been injured as a result of said exposure.

2. The actual weekly wages of the employee at the time of injury were \$ Maximum, while the average weekly wages were \$                     .

3. The employee's present disability is in dispute.

(STATE PRESENT DISABILITY RESULTING FROM THE INJURY)

and the employee has not returned to work.

(IF SO, STATE WHEN)

4. (a) Temporary disability indemnity has been paid to the employee in the sum of \$ 3,730.00 at \$ 70.00 per week beginning 4/29/64 to and including 5/6/65. The amount due and unpaid to the employee is \$ None \$14,280.00
- (b) Permanent disability indemnity has been paid to the employee in the sum of \$ 1111 covering period                      to                     .

5. The parties hereby agree to settle any and all claims on account of said injury by the payment of the sum of \$ 11,294.00

in addition to any sums heretofore paid by the employer or the insurer to the employee, said sum to be payable as follows:

All to applicant, less \$294.00 to Edward Dickstein, M.D., lien claimant, less any attorney's fees as allowed by the Appeals Board, less lien of \$55.00 of any pension fund, less \$21.00 payable to Veterans Hospital Service.

6. Medical and hospital expenses have been paid \$ None by the employee and \$ All by the employer or carrier.

Unpaid bills amount to \$ None. Future medical and hospital expense is estimated at \$                     . Unpaid and

future medical and hospital expense is to be assumed as follows: All by applicant and none by defendants.

Name and address of employee's attorney, if any Levy & Van Bourg Long Beach, Calif. 90802 110 W. Ocean Boulevard

\* Said attorney requests a fee of \$ 1,000.00 Amount of attorney fee previously paid, if any, \$ \_\_\_\_\_

Reason for Compromise SEE PAGE TWO AND ONE-HALF.

10. The undersigned request that this Compromise Agreement and Release be approved.

Upon approval of this Compromise 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 employer and insurance carrier 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 employer and said insurance carrier and each of them to the dependents, heirs, executors, representatives, administrators or assigns of said employee.

12. It is agreed by all parties hereto that the filing of this document is the filing of an application on behalf of the employee, and that the W.C.A.B. may in its discretion set the matter for hearing as a regular application, reserving to the parties the right 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 filing of this document, and that the W.C.A.B. may thereafter either approve said Compromise Agreement and Release or disapprove the same and issue Findings and Award after hearing has been held and the matter regularly submitted for decision.

13. For the purpose of determining the lien claim filed herein for the unemployment compensation disability benefits or unemployment compensation benefits and extended duration 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 \_\_\_\_\_  
\$ \_\_\_\_\_ for 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. W.C.A.B. Rule 10856 requires proof of service of a copy of this agreement on such Lien Claimant.)

WITNESS the signature hereof this 29<sup>th</sup> day of July, 19 71, at \_\_\_\_\_

OLIVE W. ROGERS APPLICANT

RICHARD J. CANTRELL  
ATTORNEY FOR APPLICANT

WITNESSES  
THE INJURED APPLICANT'S SIGNATURE MUST BE ATTESTED BY TWO  
DISINTERESTED PERSONS OR ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

FIREMAN'S FUND INSURANCE COMPANY  
HERLINTY, HERLINTY, JONES, & NELSON  
BY JOSEPH ENDRES

STATE OF CALIFORNIA

County of Presidio } ss.

On this 29<sup>th</sup> day of July, A.D. 19 71, before me, \_\_\_\_\_  
Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_  
Olive W. Rogers

known to me to be the person whose name \_\_\_\_\_  
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  
so written.

Notary Public in and for said County and State of California

REASONS FOR COMPROMISE: There is a dispute as to whether or not the Petition to Reopen for new and further disability should be granted. The parties desire to avoid the hazards, delays, and costs of further litigation. Defendants desire to buy their peace. The applicant desires to control any and all further medical which may be necessitated as a result of the injury. The applicant desires a sum certain at this time.

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, and/or employment, 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."

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.

Attorney for Applicant

Applicant

|                                          |                                                                                |
|------------------------------------------|--------------------------------------------------------------------------------|
| ASTRA CASUALTY INSURANCE COMPANY         | KENDIG, STOCKWELL, SEASON & ALI<br>BY: <u>[Signature]</u>                      |
| PACIFIC EMPLOYERS INSURANCE COMPANY      | ROBERTS & THOMASON<br>BY: <u>[Signature]</u>                                   |
| INDUSTRIAL INDEMNITY INSURANCE COMPANY   | MANSSELL & GIBBENS<br>BY: <u>[Signature]</u>                                   |
| MARYLAND CASUALTY INSURANCE COMPANY      | ZOMNI, GINOCCHIO & TAYLOR<br>BY: <u>[Signature]</u>                            |
| CALIFORNIA CASUALTY & INDEMNITY COMPANY  | BY: <u>[Signature]</u><br>DALE TIPTON                                          |
| STATE COMPENSATION INSURANCE FUND        | BY: <u>[Signature]</u><br>SCIF ROBERT GOODIN                                   |
| CALIFORNIA COMPENSATION AND FIRE COMPANY | BY: <u>[Signature]</u>                                                         |
| FIREMAN'S FUND INSURANCE COMPANY         | HERLIHY, HERLIHY, JONES & NELSON<br>BY: <u>[Signature]</u><br>JOSEPH J. ENDRES |
| THE TRAVELERS INSURANCE COMPANY          | BY: <u>[Signature]</u>                                                         |

OLLIE W. ROGERS - WCAB Case No: 64 LB 26779

DIVISION OF  
 LABOR  
 OCT 20 9 41 AM '71  
 AND  
 PROCESS  
 CORRECTIONAL