

FILE NAME: Contract Unit Workers Comp Claims (WCC)

DATE: 1966

DOC#: WCC064

DOCUMENT DESCRIPTION: Workers Comp File - Lumbattis, Vernon

**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**

Giant's Knot -  $\pi$  =  $\Delta$

CLAIMANT

Vernon Lumbattis

23

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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1 WORKERS' COMPENSATION APPEALS BOARD

2 STATE OF CALIFORNIA

3 VERNON E. LUMBATTIS,  
4

CASE No. 66 LA 291-957

5 *Applicant*

6 vs.

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

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

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 ALFRED C. WILLIAMS  
21 Workers' Compensation Judge  
22 Workers' Compensation Appeals Board  
23

24 Dated at San Francisco,  
25 California, this 6 day  
26 of April, 1981  
27

ORIGINAL

RECEIVED  
INDUSTRIAL  
LABORERS

1 Herlihy, Herlihy, Jones & Nelson  
2 Attorneys at Law  
3 Suite 740 Roosevelt Building  
4 727 West Seventh Street  
5 Los Angeles, California 90017  
6 Telephone: 627-4911

7 Attorneys for The Travelers Insurance Company  
8 Insurance Company of North America  
9 Pacific Employers Insurance Company  
10 and their Assureds

11 WORKMEN'S COMPENSATION APPEALS BOARD

12 STATE OF CALIFORNIA

13 VERNON E. LUMBATTIS,

14 Applicant,

15 vs,

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

18 Defendants.

Case No. 66 L. 291 957  
Social Security No.  
561-28-5882

COMPROMISE AND RELEASE

19 Applicant hereby requests that the employers herein-  
20 after named and the insurance carriers hereinafter named be joined as  
21 parties defendant in this proceeding and that all other parties be  
22 dismissed as defendants.

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

25 1. Vernon E. Lumbattis, 12459 East Firestone  
26 Boulevard, Norwalk, California, employee herein, born on November 29  
27 1912, claims that he was employed in the State of California beginning  
28 in 1941 to date hereof as an insulator, as a laborer, and in other  
29 employment classifications by the employers hereinafter named, some  
30 of said employers being then permissibly self-insured, the remainder  
31 of said employers being then severally and separately insured as to  
32 workmen's compensation liability by the several insurance carriers  
hereinafter named, and that he claims that he sustained injury or

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

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

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**Employer Name  
and Address**

Emil L. Smith  
10241 Victoria Avenue  
Whittier, California

California Shipbuilding Corp.  
Box 966  
Wilmington, California

California Shipbuilding Corp.

Mundet Cork Corp.  
65 South 11th St.  
Brooklyn, New York

Morgan Bros.  
3430 East Slauson Ave.  
Maywood, California

Cork Insulation Co., Inc.  
155 East 44th St.  
New York, New York

Cork Insulation Co., Inc.

Plant Rubber & Asbestos Works  
537 Brannon St.  
San Francisco, California

Guy T. Atkinson Co.  
George Pollock Co.  
P. O. Box 239  
Long Beach, California

California Shipbuilding Corp.

Guy T. Atkinson Co.  
George Pollock Co.

Marine Engineering & Supply Co.  
941 East Second St.  
Los Angeles, California

Plant Rubber & Asbestos Works

Marine Engineering & Supply Co.

Ben Lang  
4465 East 52nd Place  
Maywood, California

Pat's Conditionaire, Inc.  
1015 West Second St.  
Los Angeles, California

C. F. Braun & Co.  
1000 South Fremont Avenue  
Alhambra, California

Pat's Conditionaire, Inc.

Home Insulation Contractors  
1840 South Cloverdale Avenue  
Los Angeles, California

Del E. Webb Corp.  
Box 7588  
Phoenix, Arizona

Marine Engineering & Supply Co.

Del E Webb Corp.

Int'l. Ass. of Heat and  
Frost Insulators  
3637 East 37th St.  
Maywood, California

Lynch Asbestos Co.  
2152 Sacramento St.  
Los Angeles, California

Fibreboard Paper Products Corp.  
1789 Montgomery Street  
San Francisco, California

R. T. Dinwiddie  
532 Coolidge Drive  
San Gabriel, California

Al Co Company  
5423 Flemish Lane  
Los Angeles, California

Armstrong Cork Co.  
Liberty and Charlotte Sts.  
Lancaster, Pennsylvania

Marine Engineering & Supply Co.

Munger and Munger  
174 East Union St.  
Pasadena, California

R. T. Dinwiddie

Armstrong Cork Co.

J. T. Thorpe, Inc.  
948 East 2nd St.  
Los Angeles, California

|    |                                                                                       |                                                                               |
|----|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| 1  | Thorpe Insulation Company<br>2741 South Yates Avenue<br>Los Angeles, California       | Totman Morgan Co.<br>2217 West 135th Place<br>Blue Island, Illinois           |
| 2  |                                                                                       |                                                                               |
| 3  | J. T. Thorpe, Inc.                                                                    | J. T. Thorpe, Inc.                                                            |
| 4  |                                                                                       |                                                                               |
| 5  | Warren & Bailey Co.<br>3528 South Garfield Avenue<br>Los Angeles, California          | Totman Morgan Co.                                                             |
| 6  |                                                                                       |                                                                               |
| 7  | Hugh A Klason<br>3262 East Caga Avenue<br>Huntington Park, California                 | Johns Manville Sales Corp.<br>22 East 40th St.<br>New York, New York          |
| 8  |                                                                                       |                                                                               |
| 9  | Marine Engineering & Supply Co.                                                       | Owens Corning Fiberglas Corp.<br>P. O. Box 901<br>Toledo, Ohio                |
| 10 |                                                                                       |                                                                               |
| 11 | Armstrong Cork Co.                                                                    | Industries Supply Co.<br>of San Diego                                         |
| 12 | Hugh A Klason                                                                         | 4th Avenue & J St.<br>San Diego, California                                   |
| 13 | Robert's Roof & Floor Co.<br>927 South Main St.<br>Las Vegas, Nevada                  | Armstrong Cork Co.                                                            |
| 14 |                                                                                       | J. T. Thorpe, Inc.                                                            |
| 15 | C. F. Braun & Co.                                                                     | R. T. Dinwiddie, Inc.                                                         |
| 16 | Armstrong Cork Co.                                                                    | Industries Supply Co. of San Diego                                            |
| 17 |                                                                                       |                                                                               |
| 18 | Thorpe Insulation Company                                                             | Coast Insulating Products<br>2684 Lacey St.<br>Los Angeles, California        |
| 19 |                                                                                       |                                                                               |
| 20 | Oil Field Constrn. Co.<br>P. O. Box 947<br>Bakersfield, California                    | Shelburne Refrigeration, Inc.<br>1247 Main St.<br>El Centro, California       |
| 21 | Thorpe Insulation Company                                                             | Metal Clad Insulation Company, Inc.<br>Box 178<br>Torrance, California        |
| 22 |                                                                                       |                                                                               |
| 23 | Robert's Roof and Floor Co.                                                           | Reece Insulation Company<br>4563 Valley Blvd.<br>Los Angeles, California      |
| 24 | Fiberglas Engineering & Supply Co.<br>441 East Second St.,<br>Los Angeles, California | Thorpe Insulation Company                                                     |
| 25 |                                                                                       | Owens Corning Fiberglas Corp.                                                 |
| 26 | R. T. Dinwiddie, Inc.<br>8627 S. Atlantic<br>South Gate, California                   |                                                                               |
| 27 |                                                                                       |                                                                               |
| 28 | Thorpe Insulation Company                                                             | Coast Insulating Products                                                     |
| 29 | United Refractory Const. Co.<br>1201 Banksville Road<br>Pittsburgh, Pennsylvania      | B & B Engineering & Supply Co.,<br>P. O. Box 2531<br>Houston, Texas           |
| 30 |                                                                                       | Accurate Insulation Co., Inc.<br>900 South Cypress St.<br>Lahabra, California |
| 31 | Mundet Cork Corp.<br>7101 Tonnelle Avenue<br>North Bergen, New Jersey                 |                                                                               |
| 32 |                                                                                       |                                                                               |

|    |                                                                                      |                                                                                            |
|----|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 1  | Los Angeles Cork Company<br>4180 East Washington<br>Los Angeles, California          | United Cork Companies Corp.<br>Pt. Central Ave.<br>Kearny, New Jersey                      |
| 2  |                                                                                      |                                                                                            |
| 3  | Plant Asbestos Co.<br>1300 64th St.<br>Emeryville, California                        | Ekins Industrial Insulation<br>Contractors<br>4933 Valley Bldg.<br>Los Angeles, California |
| 4  |                                                                                      |                                                                                            |
| 5  | Owens Corning Fiberglas Corp.                                                        |                                                                                            |
| 6  | Coast Insulating Products                                                            | Chicago Bridge & Iron Co.<br>901 West 22nd St.<br>Oak Brook, Illinois                      |
| 7  | Accurate Insulation Co., Inc.                                                        |                                                                                            |
| 8  | Plant Asbestos Co.                                                                   | National Refrigeration Sales, Inc.<br>4400 San Fernando Road<br>Glendale, California       |
| 9  |                                                                                      | J. T. Thorpe, Inc.                                                                         |
| 10 |                                                                                      |                                                                                            |
| 11 | Lee E. Ekins Company<br>4933 Valley Blvd.<br>Los Angeles, California                 | Thorpe Insulation Company                                                                  |
| 12 |                                                                                      | Owens Corning Fiberglas Corp.                                                              |
| 13 | Cal State Insulation Co.<br>4652 West Imperial Hwy.<br>Inglewood, California         |                                                                                            |
| 14 |                                                                                      | Los Angeles Cork Company<br>4180 East Washington<br>Los Angeles, California                |
| 15 | Mundet Cork Corp.                                                                    |                                                                                            |
| 16 | Owens Corning Fiberglas Corp.                                                        | Ekins Industrial Insulation<br>Contractors                                                 |
| 17 | Coast Insulating Products                                                            | The Isotherm Company<br>605 Williams<br>Bakersfield, California                            |
| 18 | Pabco Insulation Corp.<br>1789 Montgomery St.<br>San Francisco, California           |                                                                                            |
| 19 |                                                                                      | Lacy Manufacturing Co.<br>2400 East Dominguey St.<br>Long Beach, California                |
| 20 | Plant Asbestos Co.                                                                   |                                                                                            |
| 21 | Cal State Insulation Co.                                                             | Baldwin Khret Hill, Inc.<br>500 Brevaig Avenue<br>Trenton, New Jersey                      |
| 22 |                                                                                      |                                                                                            |
| 23 | Industrial Building Materials, Inc.<br>2808 So. Vail<br>Los Angeles, California      | United Cork Companies Corp.                                                                |
| 24 |                                                                                      | Baldwin Khret Hill, Inc.                                                                   |
| 25 | Thorpe Insulation Company                                                            |                                                                                            |
| 26 | Mundet Cork                                                                          |                                                                                            |
| 27 |                                                                                      |                                                                                            |
| 28 |                                                                                      |                                                                                            |
| 29 | Armstrong Contracting & Supply Corp<br>120 North Lima St.<br>Lancaster, Pennsylvania |                                                                                            |
| 30 |                                                                                      |                                                                                            |
| 31 | A I Insulation Co.<br>11351 Desmond St.<br>Garden Grove, California                  |                                                                                            |
| 32 |                                                                                      |                                                                                            |

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

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

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

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

13                   7. The parties hereby agree to settle any and all  
14 claims on account of said injury by the payment as hereinafter pro-  
15 vided of the sum of \$30,000.00 in addition to any sums heretofore  
16 paid by the employers or the insurance carriers to the employee, said  
17 sum to be payable as follows: One lump sum to applicant, less  
18 attorney's fees and less such other liens as may be allowed by the  
19 Workmen's Compensation Appeals Board. Reference is made to paragraph  
20 12 hereof.

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

26                   9. Name and address of employee's attorney:  
27 Steven Roseman, 1543 West Olympic Boulevard, Los Angeles, California  
28 90015.

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

1 11. Reason for Compromise: Applicant claims that  
2 his several employments in California and his several employments for  
3 which he was hired in California have resulted in injury or injuries.  
4 Applicant was employed before coming to California. Applicant has  
5 been employed outside of California. Applicant has worked outside  
6 of California for employers who hired him in California. Applicant  
7 warrants and represents that all employers for whom he has worked in  
8 California or who hired him in California are listed in this Com-  
9 promise and Release Agreement. Defendants claim that applicant's  
10 disabilities, if any, resulted from his employments outside of  
11 California and resulted from systemic and other conditions unrelated  
12 to his employment by the employers herein named. Defendants claim  
13 that applicant's employment by them caused neither injury nor dis-  
14 ability. Defendants allege that applicant's claim is barred by the  
15 statute of limitations; that the Workmen's Compensation Appeals  
16 Board has no jurisdiction; that applicant's injury, if any, was in-  
17 tentiously self-inflicted; and that applicant's injury, if any, was  
18 proximately caused by his own serious and wilful misconduct. De-  
19 fendants further claim that any injury or disabilities sustained by  
20 applicant have been fully compensated. There are other points of  
21 dispute between the parties, but the parties have agreed to end their  
22 differences by compromise as herein provided.

23 Defendants are willing to pay the compromise amount  
24 to end litigation and buy their peace. Applicant is willing to accept  
25 the compromise amount to avoid the delays and uncertainties of liti-  
26 gation. Applicant desires to control his own medical treatment if an  
27 is required. Applicant represents that this compromise is adequate  
28 and request prompt approval.

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

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

| 6  | <u>INSURANCE COMPANY</u>                 | <u>AMOUNT</u> |
|----|------------------------------------------|---------------|
| 7  | Liberty Mutual Insurance Company         |               |
| 8  | 6006 Wilshire Boulevard                  |               |
| 8  | Los Angeles, California                  | \$ 552.00     |
| 9  | Aetna Casualty and Surety Company        |               |
| 10 | 2404 Wilshire Boulevard                  |               |
| 10 | Los Angeles, California                  | 8,427.00      |
| 11 | Mission Insurance Company                |               |
| 12 | P.O. Box 75031                           |               |
| 12 | Los Angeles, California                  | 129.32        |
| 13 | Fireman's Fund Insurance Company         |               |
| 14 | 3223 West Sixth Street                   |               |
| 14 | Los Angeles, California 90005            | 5,337.00      |
| 15 | State Compensation Insurance Fund        |               |
| 16 | 600 South Lafayette Park Place           |               |
| 16 | Los Angeles, California                  | 462.44        |
| 17 | United Pacific Insurance Company         |               |
| 18 | 443 Shatto Place                         |               |
| 18 | Los Angeles, California 90005            | 261.03        |
| 19 | Chicago Bridge & Iron Company            |               |
| 20 | 301 East Colorado Boulevard              |               |
| 20 | Pasadena, California                     | 137.58        |
| 21 | Casualty Insurance Company of California |               |
| 22 | 1477 South Manchester                    |               |
| 22 | Anaheim, California                      | 138.78        |
| 23 | Plant Rubber and Asbestos Works          |               |
| 24 | 537 Brannon Street                       |               |
| 24 | San Francisco, California                | 125.00        |
| 25 | Reliance Insurance Company               |               |
| 26 | 548 South Kingsley Drive                 |               |
| 26 | Los Angeles, California                  | 609.00        |
| 27 | Hardware Mutual Casualty Company         |               |
| 28 | (Sentry Insurance Company)               |               |
| 28 | 13215 East Penn                          |               |
| 29 | Whittier, California                     | 240.00        |
| 30 | Industrial Indemnity Company             |               |
| 30 | 505 South Virgil                         |               |
| 31 | Los Angeles, California                  | 3,549.00      |

| 1  | INSURANCE COMPANY                         | AMOUNT       |
|----|-------------------------------------------|--------------|
| 2  | American Motorists Insurance Company      |              |
| 3  | 3545 Wilshire Boulevard                   |              |
| 3  | Los Angeles, California                   | \$ 1,299.00  |
| 4  | Lumberman's Mutual Company                |              |
| 4  | 3545 Wilshire Boulevard                   |              |
| 5  | Los Angeles, California                   | 560.00       |
| 6  | Employers Liability Assurance Corporation |              |
| 6  | 639 South New Hampshire Avenue            |              |
| 7  | Los Angeles, California                   | 417.00       |
| 8  | Argonaut Insurance Company                |              |
| 8  | 443 Shatto Place                          |              |
| 9  | Los Angeles, California                   | 798.00       |
| 10 | The Travelers Insurance Company           |              |
| 10 | 3600 Wilshire Boulevard                   |              |
| 11 | Los Angeles, California 90005             | 225.00       |
| 12 | Insurance Company of North America        |              |
| 12 | and                                       |              |
| 13 | Pacific Employers Insurance Company       |              |
| 13 | 4050 Wilshire Boulevard                   |              |
| 14 | Los Angeles, California 90005             | 6,732.85     |
| 15 |                                           |              |
| 16 | TOTAL                                     | \$ 30,000.00 |

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

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

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

1 reserving to the parties to put in issue any of the facts admitted  
2 herein and that if hearing is held with this document used as an  
3 application, the defendants shall have available to them all de-  
4 fenses that were available as of the date of the filing of this  
5 document and that the Workmen's Compensation Appeals Board may there-  
6 after either approve said Compromise and Release Agreement or dis-  
7 approve the same and issue Findings and Award after hearing has been  
8 held and the matter regularly submitted for decision.

9 (SEE APPENDAGE) 16. For the purpose of determining the lien claim  
10 filed herein for the unemployment compensation disability benefits  
11 which have been paid under or pursuant to the California Unemploy-  
12 ment Insurance Code, the parties propose the following division of  
13 the sum agreed upon for settlement and release of this case:

14 \$                    for temporary disability covering the period  
15        to                ; \$                    accrued medical expense paid or in-  
16 curred by the employee; \$                    for future medical care;  
17 \$                    for permanent disability. (The above segregation must  
18 be fair and reasonable and must be based on the real facts of the  
19 case. There should be no attempt made to deprive the lien claimant  
20 of a reasonable recovery consistent with all the amounts involved.)

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

28                    "A general release does not extend to claims  
29                    which the creditor does not know or suspect  
30                    to exist in his favor at the time of executing  
31                    the release, which if known by him must have  
32                    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 em-  
ployees 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 22<sup>nd</sup> day of  
April, 1968 at Los Angeles, California.

Vernon E. Lumbattis  
VERNON E. LUMBATTIS, Applicant

Steven Roseman  
STEVEN ROSEMAN, Attorney for Applicant

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss

On this 22<sup>nd</sup> 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.



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 Charles James Frost  
Their Attorneys

FIREMAN'S FUND INSURANCE COMPANY

By HANNA & BROPHY

By William Daniel  
Its Attorneys

MISSION INSURANCE COMPANY

By F. W. Harrington  
F. W. HARRINGTON, Claims Examiner

STATE COMPENSATION INSURANCE FUND

By James H. Harnard  
By William Daniel  
Its Attorneys

1 UNITED PACIFIC INSURANCE COMPANY  
2 By *Frank L. Hasty*  
3 Its Representative.

3 CHICAGO BRIDGE & IRON COMPANY  
4 By *Lawler, Felix, & Hall*

4 By *Kenneth B. Wright*  
5 Its Attorneys

6 CASUALTY INSURANCE COMPANY OF  
7 CALIFORNIA

7 By *Dale C. Tipton*  
8 DALE C. TIPTON, Its Attorney

9 RELIANCE INSURANCE COMPANY and  
10 HARDWARE MUTUAL CASUALTY COMPANY  
(Sentry Insurance Company)

10 By *Clopton & Penny*  
11 By *Robert E. King*  
12 Their Attorneys

INDUSTRIAL INDEMNITY COMPANY and  
AMERICAN MOTORISTS INSURANCE COM-  
PANY and LUMBERMAN'S MUTUAL  
CASUALTY COMPANY and EMPLOYERS  
LIABILITY ASSURANCE CORPORATION,  
and ARGONAUT INSURANCE COMPANY

By *McLaughlin, Evans Dalby & Cumming*

By *Walter H. Hasty*  
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*  
HENRY E. PHISTER, Their Attorneys

SAMUEL J. SILLS, M. D.  
2007 WILSHIRE BOULEVARD  
LOS ANGELES, CALIFORNIA 90057  
HUSBAND 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 because 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;

Steven Roseman

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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: 126/84. Overweight male, not acutely ill, slightly dyspnic appears of stated age of 54 years.

EYES: negative.

ENT: negative.

Exam. conducted, revolved septum to left with slight obstruction on left side.

9. Roseman  
Re: Lumbattis  
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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 whispered 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 spleen.

Genitalia: 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; blab 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 5,400,000, 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 being 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. Costo-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 atelectasis. Left lung has similar 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; transversely 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 atelectasis at the right base when compared with the January, 1964 film.

A film taken December 22, 1965 shows no definite changes. The plate-like atelectasis 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 atelectasis. No changes when compared to April 13, 1966.

ELECTROCARDIOGRAM: June 6, 1966. Auricular rate - 80 Ventricular rate - 80. P-R interval 0.17 Q-R-S interval 0.08 S-T segment 0.12. Right axis deviation. S waves in leads I and II. TW wave in lead III. S wave with low R wave in V-4, 5, and 6. Diagnosis: right ventricular hypertrophy. Cro pulmonae.

*James J. H. M.D.*

S. Roseman  
Re: Lumbattis  
-4-

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 attempt to analyse the causes of pulmonary fibrosis, any conditions can be incriminated. 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 preponderantly 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.

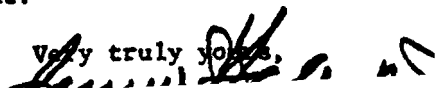
RECOMMENDATIONS: this patient will require medical care for the rest of his life. He will, probably, have progression of the fibrosis. He may develop a cor pulmonale as a result of the pulmonary fibrosis. The electrocardiogram done at the laboratory of Dr. Hungerford, dated 12-27-65, which we did not 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 is 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 ventilatory capacity. He may begin to show evidence of diffusion difficulty. I find no evidence of diffusion studies as far as the arterial PO<sub>2</sub> and arterial PCO<sub>2</sub> are concerned; the studies were entirely of a ventilatory 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 doing desk work rather than 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

ACCOUNTS-LOS ANGELES

CABLE ADDRESS  
HERANDHER

HERLIHY & HERLIHY

AUG 16 PM 3:05

ATTORNEYS AT LAW

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412 WEST SIXTH STREET

LOS ANGELES, CALIFORNIA 90014

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SANTA ANA, CALIFORNIA 92708

(714) KI 7-2534

LOS ANGELES OFFICE

August 15, 1966

WORKMENS COMPENSATION APPEALS BOARD

~~DO NOT REPLY TO THIS ADDRESS~~

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  
830 WEST SEVENTH STREET

Los Angeles, California 90014  
TELEPHONE 623-2868

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 smoggy 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

7-8-66

Re: Vernon Lumbattis

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 smoggy 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 weighed 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

225  
AUG 29 11 0 56

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

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 block 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 occasional white sputum; no blood. Has gained weight. No chest pain except an occasional 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 edema; 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.

Roseman  
Re: Lumbattis  
8-19-67  
-2-

ELECTROCARDIOGRAM: no changes.

SEDIMENTATION RATE: 3 mm.

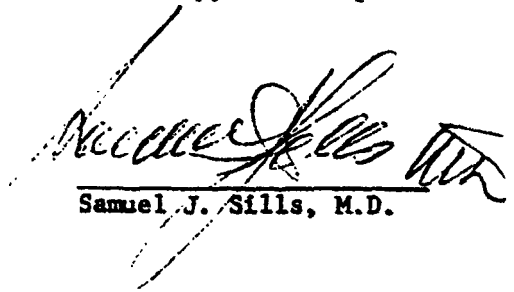
VITAL CAPACITY: 1800 cc. Normal 5000 cc. Three second timed capacity 1500.  
36% normal.

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 within 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