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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	

WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

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

Applicant

vs.

Defendant

CASE No. 64 POM 1939

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

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

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

ALLEN E. SOMMER
Workers' Compensation Judge
Workers' Compensation Appeals Board

Dated at San Francisco,
California, this 23 day
of March 1981

DIA WCAB
FORM 115
(NEW 1-79)

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF INDUSTRIAL ACCIDENTS

Workmen's Compensation
Appeals Board
AUG 1 01967
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)
OWENS-CORNING FIBREGLAS, et al. (see attached sheet) (EMPLOYER)	5933 Telegraph Rd., LA, Calif. (ADDRESS)
AETNA CASUALTY & SURETY CO., a corp. et al. (see attached) (INSURANCE CARRIER)	2404 Wilshire Blvd., LA 54, Calif. (ADDRESS)

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

The above-named applicant claims that WILLARD R. CRADER, SR. (NAME OF EMPLOYEE) while employed at various locations in California between January 1938 and 3 March 196 by various employers (see attached), then insured as to workmen's compensation liabilit 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 states 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 J Graden
Applicant

The parties hereby agree (if such items of expense be claimed) that medical, hospital and burial expense required by reason of th alleged injury and the death of the employee shall be borne as follows: all such expenses by applicant.

8. The name and address of applicant's attorney (if any): Levy,DeRoy,Geffner & Van Bourg,Pomona,Ca 436 W. 4th

who requests a fee of $ 1,000.00, having been previously paid $ none

9. Reason for compromise serious dispute exists as to the applicant's rights to any compensation. Defendants contend that the decedent's death was neither caused nor aggravated by his employment. The death certificate indicates that the cause of death was probably cerebral aneurism; defendants contend that this has nothing whatsoever to do with his employment or any alleged exposure. The outcome of litigation is therefore hazardous and uncertain

(over)

10. The undersigned request that this compromise agreement and release be approved.

11. *Upon approval of this compromise agreement by order of the Industrial Accident Commission, a panel thereof, a Commissioner or a Referee, and payment in accordance with the provisions of said order of approval, said applicants and each of them do hereby release and forever discharge said employer and said insurance company of and from all claims, demands, actions or causes of action of every kind or nature whatsoever, on account of, or by reason of the injury and death sustained as aforesaid by the employee and in particular of any, all and every claim or cause of action which the undersigned, heirs, executors, representatives, or administrators may have had, now have, or shall hereafter have against said employer, said insurance carrier, and each of them under Division IV of Labor Code of the State of California.*

12. It is agreed by all parties hereto that the filing of this document is the filing of an application on behalf of the applicant, and that the commission 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 commission may thereafter either approve said Compromise Agreement and Release or disapprove the same and issue its decision after hearing has been held and the matter regularly submitted.

WITNESS *the signature hereof this* ____ *day of* ____, 19__, *at* ____

Lola L. Crader
Applicant
LEVY, deROY, GEFFNER & VAN BOURG
By
Attorneys for Applicant

(SEE ATTACHED)

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

STATE OF CALIFORNIA
County of San Bernardino } ss.

On this 20th *day of* April *A. D.* 1967 *before me,* Geneva L. Stone *a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared*

Lola L. Crader

known to me to be the person whose names is *subscribed to the within Instrument, and acknowledged to me that* s 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.*

Notary Public in and for said County and State of California

FORM 431-B PAGE 2 (REV. 10-64)

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)	~~$ 944.00~~ 994.00
PABCO INSULATION CORP.(self insured)	70.00
PACIFIC EMPLOYERS INSURANCE CO.	1,175.00
GENERAL ACCIDENT,FIRE & LIFE ASSUR. CORP. LTD.	150.00
EMPLOYERS MUTUAL LIABILITY INS. CO. OF WISCONSIN	225.00
STATE COMPENSATION INSURANCE FUND	20.00
AMERICAN MOTORISTS INSURANCE CO.	1,770.00
GUARANTEE INSURANCE CO.	100.00
INDUSTRIAL INDEMNITY CO.	265.00
FIREMENS FUND INSURANCE CO.	295.00
EMPLOYERS LIABILITY ASSURANCE CORP. LTD.	75.00
CALIFORNIA CASUALTY INDEMNITY EXCHANGE	15.00
NATIONAL AUTOMOBILE & CASUALTY INSURANCE CO.	20.00
FIDELITY & CASUALTY CO. OF NEW YORK	28.00
RELIANCE INSURANCE CO.	48.00
AETNA CASUALTY & SURETY CO.	980.00
LIBERTY MUTUAL INSURANCE CO.	20.00
TRAVELERS INSURANCE CO.	1,250.00
Total	$7,500.00

WEINGAND, KENDIG & STOCKWELL

By _____
Attorneys for Travelers Ins. Co., Aetna Casualty & Surety Co., and Liberty Mut. Ins. Co.

BROBECK, PHLEGER & HARRISON

By _____
Attorneys for Plant Rubber & Asbestos Works and Pabco Insulation Corp.

JACKSON & GARRIE

By _____
Attorneys for Pacific Employers Ins. Co.

BRILL HUNT, DeBUYS & BURBY

By _____
Attorneys for Gen. Accident, Fire & Life Assur. Corp. Ltd.

EMPLOYERS MUTUAL INSURANCE CO.

By _____

STATE COMPENSATION INSURANCE FUND

By _____

HANNA & BROPHY

By _____
Attorneys for Amer. Motorists Ins. Co.

PARKER & DALLY

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

JAFFEE, MALLERY, THOMPSON, TALBOTT & LEMASTER

By _____
Attorneys for Employers Liability Assur. Corp. Ltd.

CALIFORNIA CASUALTY INDEMNITY EXCHA

By _____

Fidelity & Casualty Co. of N.Y. and Reliance Insurance Co., by

NATL. AUTOMOBILE & CAS. INS. CO.

By _____

CLOPTON & PENNY

By _____
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; INDUSTRIAL 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 INSURANCE 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 corporation; INDUSTRIAL INDEMNITY COMPANY, a corporation; GUARANTEE INSURANCE COMPANY, a corporation; STATE COMPENSATION INSURANCE 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

THE AETNA CASUALTY & SURETY COMPANY, a corporation; UNITED PACIFIC INSURANCE COMPANY, a corporation; NATIONAL AUTOMOBILE & CASUALTY INSURANCE COMPANY, a corporation; RELIANCE INSURANCE COMPANY, a corporation; FIDELITY & CASUALTY COMPANY OF NEW YORK, a corporation,

Defendants.

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

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

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

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

Against the following: payable by:

THE TRAVELERS INSURANCE COMPANY, a corporation

TO: Lola J. Crader, Applicant	$ 77.90
Levy, DeRoy, Geffner & Van Bourg, fee	1,000.00
and investigation expense advanced	172.10
	$1,250.00

PLANT RUBBER & ASBESTOS WORKS, a corporation self-insured

TO: Lola J. Crader, Applicant 994.00

PABCO INSULATION CORP., self-insured

TO: Lola J. Crader, Applicant 70.00

PACIFIC EMPLOYERS INSURANCE CO., a corporation

TO: Lola J. Crader, Applicant 1,175.00

GENERAL ACCIDENT, FIRE & LIFE ASSURANCE CORP. LTD.

TO: Lola J. Crader, Applicant 150.00

EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN, a corporation

TO: Lola J. Crader, Applicant 225.00

STATE COMPENSATION INSURANCE FUND

TO: Lola J. Crader, Applicant 20.00

CASE NO. 64 POM 1939

AMERICAN MOTORISTS INSURANCE COMPANY, a corporation	
TO: Lola J. Crader, Applicant	$1,770.00
GUARANTEE INSURANCE COMPANY, a corporation	
TO: Lola J. Crader, Applicant	100.00
INDUSTRIAL INDEMNITY COMPANY, a corporation	
TO: Lola J. Crader, Applicant	265.00
FIREMAN'S FUND INSURANCE COMPANY, a corporation	
TO: Lola J. Crader, Applicant	295.00
EMPLOYERS LIABILITY ASSURANCE CORP., LTD.	
TO: Lola J. Crader, Applicant	75.00
CALIFORNIA CASUALTY INDEMNITY EXCHANGE, an inter-insurance exchange	
TO: Lola J. Crader, Applicant	15.00
NATIONAL AUTOMOBILE & CASUALTY INSURANCE COMPANY, a corporation	
TO: Lola J. Crader, Applicant	20.00
FIDELITY & CASUALTY COMPANY OF NEW YORK, a corporation	
TO: Lola J. Crader, Applicant	28.00
RELIANCE INSURANCE COMPANY, a corporation	
TO: Lola J. Crader, Applicant	48.00
THE AETNA CASUALTY & SURETY COMPANY, a corporation	
TO: Lola J. Crader, Applicant	980.00
LIBERTY MUTUAL INSURANCE COMPANY, a corporation	
TO: Lola J. Crader, Applicant	20.00
TOTAL	$7,500.00

DATED AT POMONA, CALIF.

J C Stone
Referee

WORKMEN'S COMPENSATION APPEALS BOARD

SERVED ON ALL PARTIES
AS LISTED ON OFFICIAL
ADDRESS RECORD
August 18, 1967
By F. Szalay