

FILE NAME: Johns-Manville (JMA)

DATE: 1966-1981

DOC#: JMA156

DOCUMENT DESCRIPTION: Contract Unit Claim File: Lola J.
Crader/Willard R. Crader

1 WORKERS' COMPENSATION APPEALS BOARD

2 STATE OF CALIFORNIA

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

CASE No. 64 POM 1939

5 Applicant

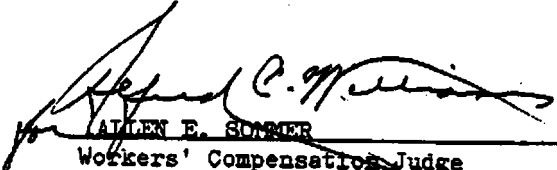
6 vs.

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

7
8
9 Defendant

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

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

16
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19 
20 ALLEN E. SOASTER
21 Workers' Compensation Judge
22 Workers' Compensation Appeals Board

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

Workmen's Compensation
Appeals Board
AUG 1 01057
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 xx between January 1938 and 3 March 196

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

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

employment as follows: it is alleged that exposure to irritants at work caused in-
jury 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 S the names
ages, relationship to, and the extent of dependency upon said deceased employee to have been as follows:

NAME	AGE	RELATIONSHIP	EXTENT OF DEPENDENCY
<u>Lola J. Crader</u>	<u>adult</u>	<u>widow</u>	<u>total</u>

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. Crader
Applicant

The parties hereby agree (if such items of expense be claimed) that medical, hospital and burial expense required by reason of the 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, 436 W. 4th St., Pomona, Ca

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)

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 _____

Applicant
LEVY, DERoy, GEEFNER & VAN BOURG
By [Signature]
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

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

Lola J. Crader

known to me to be the person whose name 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.

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

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

WEINGARD, KENDIG & STOCKWELL

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

JACKSON & HARRIE

By James Spencer Sudgers
Attorneys for Pacific Employers Ins. Co.

EMPLOYERS MUTUAL INSURANCE CO.

By Thomas H. Meyer

HANNA & BROPHY

By Thomas Hannell
Attorneys for Amer. Motorists Ins. Co.

JAFFEE, MALLERY, THOMPSON,
TALBOTT & LEMASTER

By Alfred H. Thompson
Attorneys for Employers Liability Assur. Corp. Ltd.

NATL. AUTOMOBILE & CAS. INS. CO.

By Alfred H. Thompson

BROBECK, PHLEGER & HARRISON

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

BRILL HUNT, DeBUYS & BURBY

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

STATE COMPENSATION INSURANCE FUND

By Vernon J. North

PARKER & DAILY

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

CALIFORNIA CASUALTY INDEMNITY EXCHANGE

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

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

WORKMEN'S COMPENSATION APPEALS BOARD
STATE OF CALIFORNIA

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

Applicant,

vs.

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

CASE NO. 64 POM 19

ORDER APPROVING
COMPROMISES
and
RELEASES

POMONA OFFICE
INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA

AUG 17 1967.

FILED

CASE NO. 64 POM 1939

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

Defendants.

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

FIBERGLASS ENGINEERING & SUPPLY, a corporation; UNITED CORK COMPANY a corporation; ARMSTRONG CONTRACTING & SUPPLY CORP.; JOHNS-MANVILLE 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
	<u>\$1,250.00</u>

PLANT RUBBER & ASBESTOS WORKS, a corporation
self-insured

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

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

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

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

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

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

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

24 DATED AT POMONA, CALIF.

25
26 SERVED ON ALL PARTIES
27 AS LISTED ON OFFICIAL
28 ADDRESS RECORD
29 August 18, 1957
30 By F. Szalay - Lia


Referee

WORKMEN'S COMPENSATION APPEALS BOARD