FILE NAME: Johns-Manville (JMA)

DATE: 1963-1981

DOC#: JMA149

DOCUMENT DESCRIPTION: Contract Unit Claim File - Robert O. Goans

WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

ROBERT O. GOANS,

Applicant

vs.

LORENTZEN & COMPANY, et al, and ARGONAUT INSURANCE COMPANY, et al,

Defendant

CASE No. 63 OAK 11052

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.

ALFRED C. WILLIAMS
Workers' Compensation Judge
Workers' Compensation Appeals Board

Dated at San Francisco, California, this 31 day of March, 1981

DIA WCAB FORM 115 (NEW 1-75)

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF INDUSTRIAL ACCIDENTS

INSTRUCTIONS

1. Do not use this form in death cases. Use Form 431-B. Do not use in third party cases. Use Form 431-A.
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 of 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 18 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 commission, and advise when other reports were filed.

Department of Industrial Relations
Division of Industrial Accidents
JUL 29 1964
Oakland Office

RECEIVED
JUL 27 1964
INDUSTRIAL ACCIDENT COMMISSION
SAN FRANCISCO OFFICE

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

Industrial Accident Commission
RECEIVED
JUL 29 1964
Oakland Office

COMPROMISE AND RELEASE

CASE NO. 63 OAK 11052

ROBERT O. GOANS APPLICANT	4232 - 25th Street San Francisco, California ADDRESS
vs.	
LORENTZEN & COMPANY, et al (See attached list) EMPLOYER	1155 - 5th Street Oakland, California ADDRESS
ARGONAUT INSURANCE COMPANY, et al (See attached list) INSURANCE CARRIER	550 California Street San Francisco, California ADDRESS

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

1. Robert O. Goans, employee herein, born on September 2, 1900 claims that he was employed on the 3rd day of April (MONTH) 1963 (YEAR) at Oakland, California (CITY) (STATE) as a (OCCUPATION) by See Industrial Accident Commission records then insured as to workmen's compensation liability by relative to insurance carriers and employers (STATE NAME OF CARRIER OR WHETHER SELF-INSURED) and that he sustained an injury arising out of and in the course of his employment as follows: pneumonochoniosis

RECEIVED
JUL 30 1964
Panel 1
Industrial Accident Commission

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

3. The employee's present disability is see medical report (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 $ none at $ per week covering to . The amount due and unpaid to the employee is $

(b) Permanent disability indemnity has been paid to the employee in the sum of $ none 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 $ 6,750.00 in addition to any sums heretofore paid by the employer or the insurer to the employee, said sum to be payable as follows: Lump sum to applicant; less attorneys fees; less $ 309.40 to the Department of Employment; less $300.00 to Smith, Parrish, Paduck & Clancy for living expenses 500.00

6. Medical and hospital expenses have been paid $ none by the employee and $ none by the employer or carrier. Unpaid bills amount to $ none. Future medical and hospital expense is estimated at $ uncertain. Unpaid and future medical and hospital expense is to be assumed as follows: all unpaid and future medical bills are to be the obligation of the applicant

7. Name and address of employee's attorney, if any Smith, Parrish, Paduck & Clancy 315 Financial Center Building, Oakland

8. Said attorney requests a fee of $ 750.00. Amount of attorney fee previously paid, if any, $

9. Reason for Compromise dispute as to nature, duration and extent of disability injuring arising out of an in the course of the employment; Statute of Limitations; lack of notice and prejudice and applicant wishes to buy his peace.

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

11. Upon approval of this Compromise Agreement by the Industrial Accident Commission, a panel thereof, a Commissioner, Referee, and payment in accordance with the provisions hereof, said employee releases and forever discharges said employer, insurance carrier from all claims and causes of action, whether now known or ascertained, or which may hereafter arise or t as a result of said injury, including any and all liability of said employer and said insurance carrier and each of them 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, an the commission may in its discretion set the matter for hearing as a regular application, reserving to the parties the right to issue any of the facts admitted herein, and that if hearing is held with this document used as an application the defendant have available to them all defenses that were available as of the date of filing of this document, and that the commissio thereafter either approve said Compromise Agreement and Release or disapprove the same and issue Findings and Award 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 which hav paid under or pursuant to the California Unemployment Insurance Code, the parties propose the following division of the sum upon for settlement and release of this case:

$ for temporary disability covering the period to
$ 500.00 for accrued medical expense paid or incurred by the employee.
$ 1,000.00 for future medical care.
$ ~~5~~5,250.00 for permanent disability.

14. See below.

(The above segregation must be fair and reasonable and must be based on the real facts of the case. There should be no attempt to deprive the lien claimant of a reasonable recovery consistent with all the amounts involved.

WITNESS the Signature hereof this 23 day of July, 1964, at Oakland

Robert O. Goans

Smith, Parrish, Paduck & Clancy

WITNESSES

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

See attached list for signatures employers and insurance companies attornies.

STATE OF CALIFORNIA }
County of } ss.

14. Applicant hereby releases any claims known or unknown against the above employer and insurance companies for a pneumonoconiosis disability.

On this 23rd day of July A.D. 1964 before me Richard H. Knoblauch a Notary Public in and for the County and State, residing therein, duly commissioned and sworn, personally appeared Robert O. Goans and Joseph E. Smith known to me to be the persons whose names S 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 year in this Certificate first above written.

Richard H. Knoblauch

Notary Public in and for said County and State of Califo

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The attorneys and insurance companies hereunder sign their name hereto and agree to pay the following sums as their proportionate share of the Compromise and Release settlement.

SEDGWICK, DETERT, MORAN & ARNOLD, on behalf of Mundet Cork Company; Fiberglass Engineering and Supply Company; Owens-Illinois Fiberglass Company.....$800.00 By _____

J. Patrick Goodwin, on behalf of Zenith National Insurance Company; Jackson-Hopkins Company.....$ 25.00 By _____

Employers Liability Assurance Company, Ltd., insurance carrier for National Insulation Inc..$ 75.00 By _____

Hanna and Brophy, on behalf of United States Fidelity and Guaranty.....$ 75.00 By William F Broadbeck

Royal Indemnity.....$ 50.00 By William F Broadbeck

California Casualty Indemnity Exchange.....$125.00 By William F Broadbeck

Argonaut Insurance Company...$125.00 By William F Broadbeck

Travelers Insurance Company..$350.00 By William F Broadbeck

Industrial Indemnity Company.$575.00 By Richard C. Lynch

State Compensation Insurance Fund.....$2,850.00 By W. R. Lounsbery

Mullen & Fillipi For Pacific Employers Insurance Company.....$1,700.00 By Frank J. Fillipi

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

APPLICANT ROBERT O. GOANS CASE # OAK 11052

Asbestos Worker/Insulation Mover

DATE CLAIM FILED May 16, 1963 Amended Aug. 8, 1963

INJURY ALLEGED Pneumonochoniosis

ALLEGED DATE OF INJURY April 3, 1963

EMPLOYER/INSURER Lorentzen & Co./Argonaut Ins. Co., et. al.

27 employers & carriers

Many defendants reduced to 11 including JM Sales/ Travelers

No apparent Canadian insurer (Royal Indemnity?)

OTHER NOTES No medical reports in file

DATE OF RESOLUTION July 23, 1964

RESOLUTION Compromise & Release $6,750 settlement apportioned among 11 employers/carriers

DOCUMENTS COPIED 1) Compromise & Release # OF 3 PAGE

CLAIMANT Robert Goans 16

California Workers' Compensation Appeals Board

CARRIERS INVOLVED:

oThe AETNA Casualty & Surety Co.
oAmerican Automobile Ins. Co.
oAmerican Employers Ins. Co.
oAmerican Motorists Ins. Co.
●Argonaut Ins. Co.
oAssociated Indemnity Corp.
●California Casualty Indemnity Exchange
oCalifornia Compensation & Fire Co.
oCasualty Ins. Co. of California
●Employers Liability Assurance Corp.Ltd.
oEmployers Mutual Liability Ins. Co. of Wisconsin
oFidelity & Casualty Co. of New York
oFireman's Fund Ins. Co.
oGeneral Accident, Fire & Life Assurance Corp. Ltd.
oGlobe Indemnity Co.
oGuarantee Insurance Co.
oGreat American Ins. Co.
oHardware Mutual Casualty Co. (Sentry Ins. Co.)
●Industrial Indemnity Co.
oIndustrial Indemnity Exchange
oInsurance Co. of North America
oLiberty Mutual Ins. Co.
oLumberman's Mutual Casualty Co.
oMaryland Casualty Co.
oMichigan Mutual Liability Co.
oMission Insurance Co.
oNational Automobile & Casualty Ins. Co.
oNew Amsterdam Casualty Co.
oOcean Accident & Guarantee Corp.Ltd.
●Pacific Employers Ins. Co.
oPacific Indemnity Co.
oReliance Ins. Co. (Standard Accident Ins. Co.)
●Royal Indemnity
oSecurity Ins. Co. of Hartford (U.S. Casualty Ins. Co.)
●State Compensation Insurance Fund
oTransport Indemnity Co.
●The Travelers Ins. Co.
oThe United Pacific Ins. Co.
●U.S. Fidelity & Guaranty Co.
●Zenith National Ins. Co.
oZurich Ins. Co.
o_____
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mmf