FILE NAME: Johns-Manville (JMA)

DATE: 1968

DOC#: JMA135

DOCUMENT DESCRIPTION: Contract Unit Claim File - Clyde Nicholson

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

APPLICANT CLYDE NICHOLSON CASE #ANA 23

Asbestos Worker

DATE CLAIM FILED June 19, 1968 Amended Sept. 12, 1968

INJURY ALLEGED Injury to lungs/due to exposure to asbestos

ALLEGED DATE OF INJURY 1946-1968

EMPLOYER/INSURER Plant Rubber & Asbestos Works et. al.

(including JM Sales/The Travelers)

16 employers & carriers

No apparent Canadian carrier

OTHER NOTES Med Rpt to applicant's attorney: "...almost certainly
from fibrosis of lungs... due to inhalation of asbesto
fibers... permanently & totally disabled."

No other medical reports in file.

DATE OF RESOLUTION Feb. 21, 1969

RESOLUTION Compromise & Release $8,380 settlemer

apportioned among 10

DOCUMENTS COPIED 1) Compromise & Release # OF

CLAIMANT Clyde Nicholson 26

California Workers' Compensation Appeals Board

CARRIERS INVOLVED:

●The AETNA Casualty & Surety Co.
oAmerican Automobile Ins. Co.
oAmerican Employers Ins. Co.
●American Motorists Ins. Co.
●Argonaut Ins. Co.
oAssociated Indemnity Corp.
oCalifornia Casualty Indemnity Exchange
oCalifornia Compensation & Fire Co.
oCasualty Ins. Co. of California
oEmployers 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.
●National Automobile & Casualty Ins. Co.
oNew Amsterdam Casualty Co.
oOcean Accident & Guarantee Corp.Ltd.
●Pacific Employers Ins. Co.
●Pacific Indemnity Co.
oReliance Ins. Co. (Standard Accident Ins. Co.)
oRoyal Indemnity
oSecurity Ins. Co. of Hartford (U.S. Casualty Ins. Co.)
oState Compensation Insurance Fund
oTransport Indemnity Co.
●The Travelers Ins. Co.
oThe United Pacific Ins. Co.
oU.S. Fidelity & Guaranty Co.
oZenith National Ins. Co.
oZurich Ins. Co.
● Pacific Employers Group
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5/81
mmf

WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

CLYDE NICHOLSON,

Applicant

vs.

ARMSTRONG CORK COMPANY, et al

Defendant

CASE No. 68 ANA 23276

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

ROSE, KLEIN & MARIAS
Attorneys at Law
900 North Broadway, Suite 412
Santa Ana, California 92701
Telephone: 541-4128

Attorneys for Applicant

MAR 23 1969

BEFORE THE WORKMEN'S COMPENSATION APPEALS BOARD

OF THE STATE OF CALIFORNIA

CLYDE NICHOLSON, Applicant, -vs- ARMSTRONG CORK COMPANY, et al., Defendants.	No. 68 ANA 23276 COMPROMISE AND RELEASE

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

1. CLYDE NICHOLSON, 1808 East Commonwealth Avenue, #104, Fullerton, California, employee herein, born on October 23, 1895, having Social Security No. 317-26-1599, claims that he was employed during the period 1946 through 1968 at Various Cities in the State of California as an Asbestor Worker by the various employers signatory to this Agreement; said employers were then insured as to their respected periods of employment for workmen's compensation liability by the various insurance carriers signatory to this agreement; and that the Applicant sustained an injury arising out of and in the course of his employment as a result of exposure to asbestos causing a pulmonary disorder.

2. The actual weekly wages of the employee during the period of injury were in dispute.

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

the employee has not returned to work.

4. No temporary disability indemnity has been paid to the employee and the amount due and unpaid is in dispute. No permanent disability has been paid to the employee.

5. The parties hereby agree to settle any and all claims on account of said injury by the payment of the sum of $8,380.00, in addition to any sums heretofore paid by the employer or the insurer to the employee, said sum to be payable as follows:

A. By ARGONAUT INSURANCE COMPANY:

(1) $238.00 to Alan Frank, M.D., in full satisfaction of his Lien;

(2) $25.50 to the Applicant;

(3) $1,000.00 to Rose, Klein & Marias, as attorneys' fees.

B. By AMERICAN MOTORISTS INSURANCE COMPANY:

(1) $67.50 to Rose, Klein & Marias, as reimbursement for costs advanced in obtaining records from the Social Security Administration and the California Inspection Rating Bureau;

(2) $894.90 to the Applicant.

C. By PLANT RUBBER & ASBESTOS WORKS, and FIBREBOARD CORPORATION:

(1) $726.75 to the Applicant.

D. By NATIONAL AUTO & CASUALTY CO., $68.40 to the Applicant.

E. By PACIFIC EMPLOYERS GROUP (Plant Insulation Company), $1,363.25 to Applicant.

F. By PACIFIC EMPLOYERS GROUP (Marine Engineering & Supply Co.), $60.80 to Applicant.

G. By PACIFIC INDEMNITY COMPANY, $313.35 to Applicant

H. By INDUSTRIAL INDEMNITY COMPANY, $167.20 to the

Applicant.

I. By AETNA CASUALTY & SURETY COMPANY, $475.00 to the Applicant.

J. By THE TRAVELERS INSURANCE COMPANY, $2,976.35 to the Applicant.

6. Medical and hospital expenses have been paid all by the employee and none by the employers or carriers. Unpaid bills amount to none. Future and hospital expenses are estimated at $4,000.00. Unpaid and future medical and hospital expense is to be assumed all by the Applicant.

7. Name and address of employee's attorney is ROSE, KLEIN & MARIAS, 900 North Broadway, Suite 412, Santa Ana, California 92701.

8. Said attorneys request a fee of $1,000.00. No prior attorneys' fee has been paid.

9. Reason for the compromise is substantial issues exist as to injury arising out of and occurring in the course of employment, and as to statute of limitations. All parties desire to avoid the hazards of litigation and the Defendants desire to buy their peace.

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

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

WITNESS the signature hereof this 21st day of February,

1969, at Santa Ana, California.

CLYDE NICHOLSON, Applicant

ROSE, KLEIN & MARIAS

By: _____
Howard A. Gebler,
Attorneys for Applicant

PLANT, RUBBER & ASBESTOS WORKS, and FIBREBOARD CORPORATION BY:
BROBECK, PHLEGER & HARRISON

By: _____
Rinaldo Sciaroni, Jr.
Attorneys for above Defendants

EARL VANATTA and NATIONAL AUTOMOBILE & CASUALTY COMPANY

By: _____

PLANT INSULATION COMPANY and PACIFIC EMPLOYERS GROUP BY:
ZONNI, GINOCCHIO & TAYLOR

By: _____
Ralph J. Ginocchio,
Attorneys for above Defendants

C. F. BRAUN & COMPANY, and AMERICAN MOTORISTS INSURANCE COMPANY

By: _____

MARINE ENGINEERING & SUPPLY CO., and PACIFIC EMPLOYERS INSURANCE COMPANY BY:
ZONNI, GINOCCHIO & TAYLOR

By: _____
Ralph J. Ginocchio,
Attorneys for above Defendants

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INDUSTRIES SUPPLY COMPANY of SAN DIEGO
By: PACIFIC INDEMNITY COMPANY

By: _____

BECHTEL CORPORATION AND INDUSTRIAL INDEMNITY COMPANY BY:
MANSELL & GIDDENS

By: _____
Attorneys for above Defendants

COAST INSULATING PRODUCTS and ARGONAUT INSURANCE COMPANY BY:
SAMUELSEN, BOLSON & WHITEHEAD

By: _____
Ben Whitehead,
Attorneys for above Defendants

ARMSTRONG CONTRACTING & SUPPLY CORPORATION and AETNA CASUALTY & SURETY COMPANY BY:
WEINGAND, KENDIG & STOCKWELL

By: _____
Joseph J. Gleason,
Attorneys for above Defendants

JOHN MANSVILLE SALES CORPORATION and THE TRAVELERS INSURANCE COMPANY BY:
DAVID A. TAYLOR, Attorney at Law

_____
Attorney for above Defendants

STATE OF CALIFORNIA)
)SS:
COUNTY OF ORANGE)

On this 21st day of February, 1969, before me, MARY VALDEZ, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared CLYDE NICHOLSON, 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.

OFFICIAL SEAL
MARY VALDEZ
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY

_____
Notary Public in and for said
County and State of California

My Commission Expires August 19, 1969