

FILE NAME: Quintec (QUIN)

DATE: 1965

DOC#: QUIN005

DOCUMENT DESCRIPTION: WC Claim - Furia

Furia, Del - 1965 (CA)

INTER/

OFFICE COMMUNICATION

October 18, 1965

~~F. L. GARDNER~~

To J. E. Zeller, Lancaster

From A. W. Gross, San Francisco

Subject Industrial Accident Commission
State of California
Del Furia

Asbestos

Attached are two copies each of Notice of Intention to amend Findings and Award and Notice of Time and Place of Further Hearing for the subject former employee.

DJH

A. W. Gross / DJH

INDUSTRIAL ACCIDENT COMMISSION

STATE OF CALIFORNIA

Case No. 65 SRO 4243

DEL FURIA,

Applicant

vs.
BALMAIN, PERST & FULL, LIBERTY MUTUAL INSURANCE COMPANY, FLAINT NUMBER & ASBESTOS WORKS, WESTERN ASBESTOS COMPANY, STATE COMPENSATION INSURANCE FUND, AMERICAN CONTRACT & SUPPLY COMPANY, AMERICAN CORK COMPANY, THE TRAVELERS INSURANCE COMPANY, THE ADINA CASUALTY & SURETY COMPANY, UNITED ASBESTOS COMPANY, AND INDUSTRIAL INDEMNITY COMPANY, *Defendant*

NOTICE OF INTENTION TO AMEND FINDINGS AND AWARD

IT APPEARING THAT

NOTICE IS HEREBY GIVEN that the Findings and Award, filed July 30, 1965, will be amended to include a finding that defendant Industrial Indemnity Company was the compensation insurance carrier of defendant Patton Asbestos Company between November, 1941, and March, 1942, and to include defendant Industrial Indemnity Company among the parties against whom the joint and several award of workmen's compensation benefits herein was entered

ten (10) days after service hereof unless Good Cause to the contrary is shown in writing within said time

ROBERT BALL

Referee

Date OCTOBER 15, 1965

All parties served as shown on Official Address Record.

INDUSTRIAL ACCIDENT COMMISSION

STATE OF CALIFORNIA

DEL FURIA,

Applicant

vs.
BALEWIR, THRETT & HILL, LIBERTY MUTUAL INSURANCE COMPANY, FLAINT NUMBER & ASBESTOS WORKS, WESTON ASBESTOS COMPANY, STATE COMMERCIAL INSURANCE FUND, ANIMONHO CONTRACT & SUPPLY COMPANY, ARMSTRONG DUNK COMPANY, THE TIGLER INSURANCE COMPANY, THE ALTRA CASUALTY & SURETY COMPANY, LOTTOR ASBESTOS COMPANY, AND INDUSTRIAL INDEMNITY COMPANY,

Defendant

Case No. 65 SRD 4243

NOTICE OF INTENTION TO AMEND FINDINGS AND AWARD

EXAPPEARING THAT

NOTICE IS HEREBY GIVEN that the Findings and Award, filed July 23, 1965, will be amended to include a finding that defendant Industrial Indemnity Company was the compensation insurance carrier of defendant Rutton Asbestos Company between November, 1961, and March, 1962, and to include defendant Industrial Indemnity Company among the parties against whom the joint and several award of workmen's compensation benefits herein was entered.

ten (10) days after service hereof unless Good Cause to the contrary is shown in writing within said time.

ROBERT DALL

Adm.

Date OCTOBER 15, 1965

All parties served as shown on Official Address Record.

sp

INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA

Case No. 65 SRO 4843

DEL FURIA,

Applicant.

vs.
BALDWIN, EMERY & HILL, LIBERTY MUTUAL INSURANCE COMPANY, PLANT RUBBER & ASBESTOS WORKS, WESTERN ASBESTOS COMPANY, STATE COMPENSATION INSURANCE FUND, ARMSTRONG CONTRACT & SUPPLY COMPANY, ARMSTRONG CORK COMPANY, THE TRULIN INSURANCE COMPANY, THE ASTRA CROCKERY & BAKERY COMPANY, DUTTON ASBESTOS COMPANY, AND INDUSTRIAL INDEMNITY COMPANY, *Defendant.*

Notice of Time
and Place of
Further Hearing

NOTICE TO ALL PARTIES

You are hereby notified that further hearing will be held in the above-entitled action at
750 MENDOCINO AVENUE, Santa Rosa, California
THURSDAY, October 28, 1965, at 9:00 a.m.

Dated at: Santa Rosa, California

INDUSTRIAL ACCIDENT COMMISSION

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

NAME AND ADDRESS OF PERSONS SERVED

DATE

October 15, 1965

All parties served as shown on Official Address Record.

ep

INDUSTRIAL ACCIDENT COMMISSION

STATE OF CALIFORNIA

DEL FURIA

Case No. 55 BRO 4243

Applicant

vs.

BALDWIN, FRRET & HILL, LIBERTY MUTUAL INSURANCE COMPANY, PLANT RUBBER & ASBESTOS WORKS, WESTERN ASBESTOS COMPANY, STATE COMPENSATION INSURANCE FUND, ARMSTRONG CONTRACT & SUPPLY COMPANY, ARMSTRONG CONX COMPANY, THE TRAVELER INSURANCE COMPANY, THE AETHIA CASUALTY & SURETY COMPANY, EDITION ASBESTOS COMPANY, AND INDUSTRIAL INDEMNITY COMPANY,

Defendant

**Notice of Time
and Place of
Further Hearing**

NOTICE TO ALL PARTIES

You are hereby notified that further hearing will be held in the above-entitled action at

750 MENDOCINO AVENUE, Santa Rosa, California

THURSDAY, October 28, 1965, at 9:00 a.m.

Dated at: **Santa Rosa, California**

INDUSTRIAL ACCIDENT COMMISSION

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

NAME AND ADDRESS OF PERSONS SERVED

DATE

October 15, 1965

All parties served as shown on Official Address Record.

ep

MBH
INTER

OFFICE COMMUNICATION

Closed
7/1/63
December 27, 1965
Ch. Jones

To J. E. Zeller, Lancaster

From A. W. Gross, San Francisco

Subject Industrial Accident Commission
State of California
Del. Furia

12/29/65
Attached are ^{one} ~~two~~ copies of "Order Apportioning Liability between Defendants" from the State of California regarding the above subject former employee received today.

DJH

M. C. Sweet, Los Angeles

G. W. Jones

1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

2 CASE NO. 65 SRO 4243

3 DEL FURIA,)

4 Applicant, :

5 -vs- :

6 BALDWIN, HUBBET & HILL, LIBERTY MUTUAL,
7 INSURANCE COMPANY, PLANT RUBBER AND
8 ASBESTOS WORKS, WESTERN ASBESTOS
9 COMPANY, STATE COMPENSATION INSURANCE
10 FUND, ARISTOTELIS CONTRACT & SUPPLY
11 COMPANY, ARISTOTELIS CONTRACT & SUPPLY
12 COMPANY, THE TRAVELERS INSURANCE COMPANY, THE
13 ACTA CASUALTY & SURETY COMPANY, and
14 INDUSTRIAL INDEMNITY COMPANY, :

15 Defendants. :

ORDER APPOINTING LIABILITIES
BETWEEN DEL FURIA

16 FINDINGS OF FACT

17 1. Defendant Dutton Asbestos Company is defunct, and
18 therefore is not a responsible defendant.

19 2. Twenty-four months of the period during which applicant
20 was exposed to an asbestosis hazard was spent in maritime employment,
21 and therefore was outside the jurisdiction of this commission.

22 3. The total number of the remaining months of employment
23 in which applicant was exposed to an asbestosis hazard while working
24 for the insured of a responsible workmen's compensation insurance
25 carrier herein was as follows:

26

Plant Rubber and Asbestos Works	59 months	34.25
Industrial Indemnity Company	3 "	1.75
State Compensation Insurance Fund	24 "	14.25
The Travelers Insurance Company	62 1/2 "	36.50
The Acta Casualty & Surety Company	14 "	8.17
Liberty Mutual Insurance Company	3 1/2 "	4.71

27

28

29

30

4. It is the judgment of this commission that liability
for the workmen's compensation benefits heretofore awarded herein

1 should be in the proportion that the length of applicant's employment
2 by each of said defendants or its insured, wherein he was exposed to
3 an asbestosis hazard and was within the jurisdiction of this
4 Commission, bears to the total period of employment wherein he was
5 exposed to an asbestosis hazard and was subject to the jurisdiction
6 of this Commission.

7 ORDERS

8 IT IS HEREBY ORDERED that the liability for the workmen's
9 compensation benefits heretofore awarded in the Findings and Award,
10 filed July 20, 1965, as amended November 9, 1965, and the
11 Supplemental Findings and Award for Medical Reimbursement, filed
12 November 9, 1965, be, and it hereby is, apportioned as follows:

13 Plant Rubber and Asbestos Works	34.503%
14 Industrial Indemnity Company	1.754%
15 State Compensation Insurance Fund	14.035%
16 The Travelers Insurance Company	36.550%
17 The Aetna Casualty & Surety Company	8.187%
18 Liberty Mutual Insurance Company	4.971%

19 IT IS FURTHER ORDERED that Dutton Asbestos Company be, and
20 it hereby is, dismissed as a party defendant herein.

21
22
23 (SEAL)

24
25 ep 25
26 65 SRO 4243
27 Faria 28

ROBERT BALL, Referee
INDUSTRIAL ACCIDENT COMMISSION

28 FILED AND SERVED: December 21, 1965

29 All parties served as shown on Official Address Record.
30

DEL FORIA

ROBERT BALL, Referee
December 20, 1965

Case No. 65 SRO 4243
Injury: June, 1957, to
November 12, 1964

REPORT OF REFEREE ON SUPPLEMENTAL ORDER OF APPORTIONMENT

Pursuant to the oral petition by defendant Travelers Insurance Company for an order apportioning liability herein, I caused to be served upon the parties hereto, on November 9, 1965, a Notice of Intention to Issue Supplemental Order of Apportionment.

No objection has been received within the allotted time or at all. Accordingly, for the reasons set forth in the preamble of the Notice of Intention, an Order of Apportionment is being issued herewith.

ep

ROBERT BALL,
Referee

MPH

144

INTER

OFFICE COMMUNICATION

November 12, 1965

To ~~J. E. Keller~~, Lancaster

From A. W. Gross, San Francisco

Subject Industrial Accident Commission
State of California
Del Furia

Asbestosis

Attached are copies of a Stipulated Order Amending Findings and Award which we received for both Armstrong Cork and Armstrong C&S.

DJH

11/17/65
CAG:EB

# 740.	Temp. Disability
11,520.75	Wkly Permanent Disability
106.	Self Insured Medical Treat.
650.	Bus. Company
189.	Santa Rosa Hospital
40.50	Pharmacy

\$13,216.25
36.53% Transfer

\$4,830.54

\$13,216.25
8.187% Return

\$13,216.25

plus interest
plus further medical
treatment

\$1,082.01

1 REPORT THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

2 CASE NO. 65 SRO 4243.

3 DEL PURIA,)

4 Applicant, :

5 -vs- :

6 DALEWIN, EIGHT & HILL, LIBERTY MUTUAL
7 INSURANCE COMPANY, FIRST INSURER AND
8 ASSURE'S WORKS, LITTLE AND SPOD
9 COMPANY, STATE COMPENSATION INSURANCE
10 FUND, FOUNTAIN CONTRACT & SUPPLY
11 COMPANY, ALBERTSON CORK COMPANY,
12 THE TRAVELERS INSURANCE COMPANY, THE
13 AETNA CASUALTY & SURETY COMPANY,
14 DUTTON ASBESTOS COMPANY, and
15 INDUSTRIAL INDEMNITY COMPANY,

16 Defendants. :

17 NOTICE OF INTENTION TO
18 ISSUE SUPPLEMENTAL ORDER
19 OF APPORTIONMENT

20 IT APPEARING THAT joint and several awards of compensation
21 have heretofore been issued heroin against defendants Plant Rubber
22 and Asbestos Works, Dutton Asbestos Company, Industrial Indemnity
23 Company, State Compensation Insurance Fund, The Travelers Insurance
24 Company, The Aetna Casualty and Surety Company, and Liberty Mutual
25 Insurance Company;

26 THAT the fairest method of apportioning liability among
27 these defendants is on the basis of the length of time worked by
28 applicant for each responsible defendant or its insured;

29 THAT defendant Dutton Asbestos Company is not responsible,
30 apparently being defunct (notices and process mailed to this company
having been returned by the postoffice as unclaimed at its last
known address); and

THAT defendant State Compensation Insurance Fund is not
responsible for 24 months of applicant's employment, this period
having been in maritime employment and therefore outside the jurisdic-
tion of this Commission,

NOTICE IS HEREBY GIVEN that the liability of the defendants

1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

2 CASE NO. 65 ERO 4243

3 DEL FURIA,

4 Applicant,;

5 -vs-

6 BALDWIN, LEST & HILL, LLOYD MUTUAL
7 INSURANCE COMPANY, PLANT RIGGER AND
8 ASBESTOS WORKS, WESTERN ASBESTOS
9 COMPANY, SHAW COMPANION INSURANCE
10 CO., ARMSTRONG CONTINUED & SUPPLY
11 COMPANY, ARMSTRONG CORK COMPANY,
12 THE CALIFORNIA INSURANCE COMPANY, THE
13 ALMA CASUALTY & SURETY COMPANY,
14 DUTTON ASBESTOS COMPANY, and
15 INDUSTRIAL INDEMNITY COMPANY,

16 Defendants.;

17 STIPULATED ORDER REGARDING
18 FINDINGS AND AWARD

19 GOOD CAUSE APPEARING THEREIN:

20 IT IS ORDERED that Dutton Asbestos Company be, and it here-
21 by is, joined as a party defendant herein.

22 Pursuant to stipulation,

23 IT IS HEREBY ORDERED that Findings and Award, filed herein
24 July 20, 1965, be, and the same hereby is, amended to read as
25 follows:

26 FINDINGS OF FACT

27 1. Del Furia, born August 24, 1911, while employed as
28 asbestos worker in the State of California by defendant Plant Rigger
29 and Asbestos Works beginning in June, 1937, through October, 1941;
30 by defendant Dutton Asbestos Company beginning in November, 1941,
through March, 1942; by defendant Western Asbestos Company beginning
in April, 1942, through February 9, 1945; by defendant Plant Rigger
and Asbestos Works beginning in February, 1945, through August, 1945;
by defendants Armstrong Cork Company and Armstrong Contract & Supply
Company beginning October 11, 1945, through February 1, 1946, and
by defendant Baldwin, Lest & Hill beginning March 2, 1946, through

1 November 12, 1964, sustained injury, consisting of osteostosis,
2 arising out of and in the course of his employment by each of the
3 above named employers.

4 2. Defendant Plant Rubber and Asbestos Works was possibly
5 self-insured as to workmen's compensation during applicant's
6 employment by that company.

7 3. There is not admitted insurance coverage for defendant
8 Dutton Asbestos Company during November and December of 1961.

9 4. Defendant Industrial Indemnity Company was the compensa-
10 tion insurance carrier of defendant Dutton Asbestos Company begin-
11 ning January 1, 1942, through March, 1942.

12 5. Defendant State Compensation Insurance Fund was the
13 compensation insurance carrier of Western Asbestos Company during
14 the period of applicant's employment by that company.

15 6. Defendant The Travelers Insurance Company was the
16 workmen's compensation insurance carrier of Armstrong Cork Company
17 and Armstrong Contract and Supply Company beginning October 16,
18 1957, to and including January 1, 1963.

19 7. Defendant The Aetna Casualty & Surety Company was the
20 compensation insurance carrier of Armstrong Cork Company and
21 Armstrong Contract and Supply Company beginning January 1, 1963. to
22 and including February 27, 1964.

23 8. Defendant Liberty Mutual Insurance Company was the
24 compensation insurance carrier of Baldwin, Huret & Hill during the
25 period of applicant's employment by that company.

26 9. The injury herein caused temporary total disability/
27 beginning November 12, 1964, to and including January 24, 1965.

28 10. Applicant's earnings at time of injury were maximum.

29 11. Said injury caused permanent disability of 61%.

30 12. Applicant requires further medical treatment to cure

SRO 4243
FURIA

LAC FORM 507
2-6-64 (Rev. 4-15-64)
City of New York

1 or relieve from the effects of the injury herein.

2 13. Defendants failed to furnish medical treatment to cure
3 or relieve from the effects of the injury after notice of need there-
4 for. Medical costs of the reasonable value of \$100 were necessarily
5 incurred and paid by the applicant.

6 14. The within claim is not barred by the Statute of
7 Limitations.

8 15. This Commission has jurisdiction of the within claim.

9 16. Defendants were not prejudiced through any lack of
10 timely notice of the injury herein.

11 17. Applicant's attorneys, McKenzie and Arata, have
12 rendered services herein of the reasonable value of \$1,250 and have
13 advanced \$39.25 as reasonable disbursements in connection with the
14 within claim.

15
16 AWARD IS MADE in favor of Dol Furia against defendants Plant
17 Rubber and Asbestos Works, Dutton Asbestos Company, Industrial
18 Indemnity Company, State Compensation Insurance Fund, The Travelers
19 Insurance Company, The Aetna Casualty and Surety Company, and
20 Liberty Mutual Insurance Company, jointly and severally, of:

21 ✓ (a) \$740, as temporary disability indemnity, payable forth-
22 with;

23 ✓ (b) \$52.50 a week, as permanent disability indemnity,
24 beginning February 1, 1965, and continuing for 244 weeks, in the
25 total sum of \$12,310, less \$1,250.25 to McKenzie and Arata;

26 (c) further medical treatment to cure or relieve from the
27 effects of the injury herein;

28 ✓ (d) \$100, as reimbursement for the reasonable expense of
29 self-procured medical treatment; and

30 (e) interest as provided by law. ?

(SEAL)

SRO 4243
FURIA

IAC FORM 287
JAN 65 600 4-60 2000
(10) USE 4-60

FILED AND SAVED: November 9, 1965

All parties served as shown on Official Address Record.

ROBERT BALL, Referee
INDUSTRIAL ACCIDENT COMMISSION

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

- CASE NO. 65 SRO 4243

DEL FURIA,

Applicant,

-VS-

BALEWYN, HURST & HILL, LIBERTY MUTUAL
INSURANCE COMPANY, FULT FULTER AND
ASBESTOS WORKS, WESTERN ASBESTOS
COMPANY, STATE COMPENSATION INSURANCE
FUND, ALLIANCE CONTRACT & SUPPLY
COMPANY, AMSTONG CORP COMPANY,
THE TRAVELERS INSURANCE COMPANY, THE
AETNA CASUALTY & SURETY COMPANY,
DUTTON ASBESTOS COMPANY, and INDUSTRIAL
INDEMNITY COMPANY,

NOTICE OF INTENTION TO
ISSUE SUPPLEMENTAL ORDER
OF APPOINTMENT

Defendants.

IT APPEARING THAT joint and several awards of compensation
have heretofore been issued herein against defendants Plant Number
and Asbestos Works, Dutton Asbestos Company, Industrial Indemnity
Company, State Compensation Insurance Fund, The Travelers Insurance
Company, The Aetna Casualty and Surety Company, and Liberty Mutual
Insurance Company;

THAT THE fairest method of apportioning liability among these
defendants is on the basis of the length of time worked by applicant
for each responsible defendant or its insured;

THAT defendant Dutton Asbestos Company is not responsible,
apparently being defunct (notices and process mailed to this company
having been returned by the postoffice as undelivered at its last
known address); and

THAT defendant State Compensation Insurance Fund is not
responsible for 24 months of applicant's employment, this period
having been in maritime employment and therefore outside the juris-
diction of this Commission.

NOTICE IS HEREBY GIVEN that the liability of the defendants



DEL FURIA

ROBERT BALL, Referee
Santa Rosa, October 20, 1963

Case No. 65 SRO 4243
Injury: June, 1959, to
November 12, 1964

REPORT OF REFEREE ON FURTHER HEARING

Attorney for Defendant Industrial Indemnity Company stipulated that said company was the insurance carrier of Sutton Asbestos Company from January 1, 1942, through March, 1942, and stipulated to the inclusion of Industrial Indemnity Company among the defendants against whom a joint and several award was issued herein.

The attorneys for the respective parties stipulated to a supplemental award of reimbursement for the medical expense set forth in my Notice of Intention, dated September 10, 1965, with the exception that the bill of Santa Rosa Memorial Hospital is now \$152.

Applicant's attorney made a demand upon the attorney for Defendant Travelers Insurance Company for payment of compensation pursuant to the joint and several awards.

Attorney for Defendant Travelers made an oral petition for an order of contribution.

DISPOSITION: Issue Stipulated Awards as set forth above; then the referee to issue a 30-Day Notice of Intention re Order of Contribution.

cwa

ROBERT BALL
Referee

1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

2 CASE NO. 65 SRO 4243

3 DEL FURIA,

4 Applicant,

5 -vs-

6 BALDWIN, BURNET & HYLL, LIBERTY MUTUAL
7 INSURANCE COMPANY, PLANT RUBBER AND
8 ASBESTOS WORKS, WESTERN ASBESTOS
9 COMPANY, STATE COMPENSATION INSURANCE
10 FUND, ASBESTOS CONTRACT & SUPPLY
11 COMPANY, ARISTON CORK COMPANY,
12 THE TRAVELERS INSURANCE COMPANY, THE
13 ACTNA CASUALTY & SURETY COMPANY,
14 DUTTON ASBESTOS COMPANY, and
15 INDUSTRIAL INDEMNITY COMPANY,

16 Defendants.

STIPULATED SUPPLEMENTAL
FINDINGS AND AWARD FOR
MEDICAL SETTLEMENT

17 FINDINGS OF FACT

18 Defendants failed to furnish medical treatment to cure or
19 relieve from the effects of the injury herein after notice of need
20 therefor. Medical costs of the reasonable value of \$449.50 were
21 necessarily incurred by the applicant, payable as follows:

22 To Bird Company \$550.00
23 To Santa Rosa Memorial Hospital \$153.00
24 To McCarthy's Pharmacy \$ 40.50

25 AWARD

26 AWARD IS MADE in favor of Del Furia against defendants
27 Plant Rubber and Asbestos Works, Dutton Asbestos Company, Industrial
28 Indemnity Company, State Compensation Insurance Fund, The Travelers
29 Insurance Company, The Actna Casualty and Surety Company, and
30 Liberty Mutual Insurance Company, jointly and severally, of rein-
31 bursement for self-procured medical treatment, payable as follows:

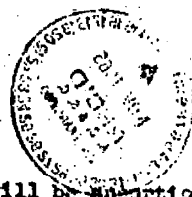
32 To Bird Company \$550.00
33 To Santa Rosa Memorial Hospital \$153.00
34 To McCarthy's Pharmacy \$ 40.50

(32AL)

ROBERT HALL, Referee

INDUSTRIAL ACCIDENT COMMISSION

FILED AND SERVED: November 9, 1969
All parties served as shown on official Address Record.



1 under the joint and several awards herein will be apportioned as
2 follows:

3	Plant Rubber and Asbestos Works	(59 months)	34.5030
4	Industrial Indemnity Company	3 "	1.7546
5	State Compensation Insurance Fund	24 "	14.0357
6	The Travelers Insurance Company	62 1/2 "	36.5500 ✓
7	The Aetna Casualty & Surety Company	14 "	8.1871 ✓
8	Liberty Mutual Insurance Company	8 1/2 "	4.9711
9	Total	(171 months)	100.0000

10 thirty (30) days after service hereof unless good cause to the
11 contrary is shown in writing within said time.

COPY

ROBERT HALL, Referee
INDUSTRIAL ACCIDENT COMMISSION

18 SERVED: November 9, 1933

All parties served as shown on Official Address Record.

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65 SRO 4243
Puria

1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

2 CASE NO. 65 BRO 4243

3 DEL TURIA,

4 Applicant,

5 -vs-

6 BALDWIN, EHRET & HILL, LITENTY MUTUAL :
7 INSURANCE COMPANY, PLANT FIBER AND :
8 ASBESTOS WORKS, WESTERN ASBESTOS :
9 COMPANY, STATE COMPENSATION INSURANCE :
10 FUND, ARMSTRONG CORK AND SUPPLY :
11 COMPANY, ARMSTRONG CORK COMPANY, THE :
12 INDUSTRIAL INDEMNITY COMPANY, THE :
13 ARMA COMPANY & SURETY COMPANY, THE :
14 INDUSTRIAL INDEMNITY COMPANY, and :
15 INDUSTRIAL INDEMNITY COMPANY.

STIPULATED CASE, AGREED
FINDINGS AND AWARD

16 Defendants.

17 GOOD CAUSE APPEARING THEREIN:

18 IT IS ORDERED thatutton Asbestos Company Co, and it heirs-
19 by is, joined as a party defendant herein.

20 Pursuant to stipulation,

21 IT IS HEREBY ORDERED that Findings and Award, filed hereto
22 July 20, 1965, be, and the same hereby is, amended to read as
23 follows:

24 FINDINGS OF FACT

25 1. Del Turia, born August 24, 1911, while employed as
26 asbestos worker in the State of California by defendant Plant Fiber
27 and Asbestos Works beginning in June, 1937, through October, 1941;
28 by defendantutton Asbestos Company beginning in November, 1941,
29 through March, 1942; by defendant Western Asbestos Company beginning
30 in April, 1942, through February 9, 1945; by defendant Plant Fiber
and Asbestos Works beginning in February, 1945, through August, 1945;
by defendants Armstrong Cork Company and Armstrong Contract & Supply
Company beginning October 15, 1957, through February 27, 1964, and
by defendant Baldwin, Ehret & Hill beginning March 2, 1964, through

1 November 12, 1964, sustained injury, consisting of asbestosis,
2 arising out of and in the course of his employment by each of the
3 above named employers.

4 2. Defendant Plant Rubber and Asbestos Works was perma-
5 sibly self-insured as to workmen's compensation during applicant's
6 employment by that company.

7 3. There is not admitted insurance coverage for defendant
8 Dutton Asbestos Company during November and December of 1941.

9 4. Defendant Industrial Indemnity Company was the compen-
10 sation insurance carrier of defendant Dutton Asbestos Company begin-
11 ning January 1, 1942, through March, 1942.

12 5. Defendant State Compensation Insurance Fund was the
13 compensation insurance carrier of Western Asbestos Company during
14 the period of applicant's employment by that company.

15 6. Defendant The Travelers Insurance Company was the
16 workmen's compensation insurance carrier of Armstrong Cork Company
17 and Armstrong Contract and Supply Company beginning October 16,
18 1957, to and including January 1, 1963.

19 7. Defendant The Aetna Casualty & Surety Company was the
20 compensation insurance carrier of Armstrong Cork Company and
21 Armstrong Contract and Supply Company beginning January 1, 1963, to
22 and including February 27, 1964.

23 8. Defendant Liberty Mutual Insurance Company was the
24 compensation insurance carrier of Baldwin, Ebert & Hill during the
25 period of applicant's employment by that company.

26 9. The injury herein caused temporary total disability
27 beginning November 12, 1964, to and including January 24, 1965.

28 10. Applicant's earnings at time of injury were maximum.

29 11. Said injury caused permanent disability of 61%.

30 12. Applicant requires further medical treatment to cure

SHO 4243
FLRIA

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 soneble disbursements i
 AWARD
 in favor of Del Furia
 , Delian Asbestos Co
 the Compensation Insuran

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(SCL)

ROBERT TALL, Referee
INDUSTRIAL ACCIDENT COMMISSION

FIELD AND SERVICE: November 9, 1965
All parties served as shown on Official Address Record.

DEL FURIA

ROBERT BALL, Referee
Santa Rosa, October 28, 1965

Case No. 65 SRO 4243
Injury: June, 1935, to
November 12, 1964

REPORT OF REFEREE ON FURTHER HEARING

Attorney for Defendant Industrial Indemnity Company stipulated that said company was the insurance carrier of Dutton Asbestos Company from January 1, 1942, through March, 1942, and stipulated to the inclusion of Industrial Indemnity Company among the defendants against whom a joint and several award was issued herein.

The attorneys for the respective parties stipulated to a supplemental award of reimbursement for the medical expense set forth in my Notice of Intention, dated September 10, 1965, with the exception that the bill of Santa Rosa Memorial Hospital is now \$159.

Applicant's attorney made a demand upon the attorney for Defendant Travelers Insurance Company for payment of compensation pursuant to the joint and several awards.

Attorney for Defendant Travelers made an oral petition for an order of contribution.

DISPOSITION: Issue Stipulated Awards as set forth above; then the referee to issue a 30-Day Notice of Intention re Order of Contribution.

CWS

ROBERT BALL
Referee

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CASE NO. 65 AND 4243

DEL FURIA,

Applicant,

-vs-

PAIDWIN, MOET & HILL, LIBERTY MUTUAL
INSURANCE COMPANY, PLANT RUBBER AND
ASBESTOS WORKS, DUTTON ASBESTOS
COMPANY, STATE COMPENSATION INSURANCE
FUND, AIRBORNE CONTRACT & SUPPLY
COMPANY, ANDERSON CORK COMPANY,
THE TRAVELERS INSURANCE COMPANY, THE
AETNA CASUALTY & SURETY COMPANY,
DUTTON ASBESTOS COMPANY, and
INDUSTRIAL INDEMNITY COMPANY,

STIPULATED SUPPLEMENTAL
FINES AND A AND P
MEDICAL REIMBURSEMENT

Defendants.

FINDING OF FACT

Defendants failed to furnish medical treatment to cure or
relieve from the effects of the injury herein after notice of same
therefor. Medical costs of the reasonable value of \$349.50 were
necessarily incurred by the applicant, payable as follows:

To Bird Company	\$650.00
To Santa Rosa Memorial Hospital	\$159.00
To McCarthy's Pharmacy	\$40.50

A W A R D

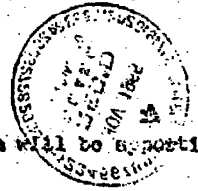
AWARD IS MADE in favor of Del Furia against defendants
Plant Rubber and Asbestos Works, Dutton Asbestos Company, Industrial
Indemnity Company, State Compensation Insurance Fund, The Travelers
Insurance Company, The Aetna Casualty and Surety Company, and
Liberty Mutual Insurance Company, jointly and severally, of reim-
bursement for self-procured medical treatment, payable as follows:

To Bird Company	\$650.00
To Santa Rosa Memorial Hospital	\$159.00
To McCarthy's Pharmacy	\$40.50

(SEAL)

ROBERT HALL, Referee
INDUSTRIAL ACCIDENT COMMISSION

FILED AND ENTERED: November 9, 1965
All parties served as shown on Official Address Record.



under the joint and several awards herein will be apportioned as follows:

Plant Rubber and Asbestos Works	(59 months)	34,503.1
Industrial Indemnity Company	3 "	1,754.3
State Compensation Insurance Fund	24 "	14,035.5
The Travelers Insurance Company	62 1/2 "	36,550.8
The Astor Casualty & Surety Company	14 "	8,107.7
Liberty Mutual Insurance Company	8 1/2 "	4,971.1
Total	(171 months)	100,300.0

thirty (30) days after service hereof unless good cause to the contrary is shown in writing within said time.

ROBERT HALL, Referee
INDUSTRIAL ACCIDENT COMMISSION

SERVED: November 9, 1935

All parties served as shown on Official Address Record.

ep 19
65 SRO 4243
Furia 20

Asbestos

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

PANEL ONE

DEL FURIA,

vs.

Applicant,

Case No. 65 SRO 4243

ORDER
DENYING
RECONSIDERATION

BALDWIN, EHRET & HILL, LIBERTY MUTUAL
INSURANCE COMPANY, PLANT RUBBER & ASBESTOS
WORKS, WESTERN ASBESTOS COMPANY, STATE
COMPENSATION INSURANCE FUND, ARMSTRONG
CONTRACT & SUPPLY COMPANY, ARMSTRONG CORK
COMPANY, THE TRAVELERS INSURANCE COMPANY,
THE AETNA CASUALTY & SURETY COMPANY,
DUTTON ASBESTOS COMPANY, AND INDUSTRIAL
INDEMNITY COMPANY,

Defendants.

The Commission, having reviewed the record, the contentions raised by the Petition for Reconsideration filed herein, and the Report of the Trial Referee on said Petition, which we adopt and incorporate herein, finds that there is no merit to the Petition for Reconsideration herein, and accordingly,

IT IS ORDERED that said Petition for Reconsideration be, and it is hereby DENIED.

INDUSTRIAL ACCIDENT COMMISSION

John A. O'Connell

A. G. Boardman

Commissioners

DATED AT: San Francisco, California

SERVED: OCT 7 1965 R E

All parties served as shown on
Official Address Record

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

DEL FURIA,

Applicant, : CASE NO. 65 SRO 4243

-vs-

BALDWIN, EHRET & HILL, LIBERTY :
MUTUAL INSURANCE COMPANY, PLANT :
RUBBER & ASBESTOS WORKS, WESTERN :
ASBESTOS COMPANY, STATE COMPENSATION : REPORT AND RECOMMENDATION ON
INSURANCE FUND, ARMSTRONG CONTRACT & : PETITION FOR RECONSIDERATION
SUPPLY COMPANY, ARMSTRONG CORK :
COMPANY, THE TRAVELERS INSURANCE :
COMPANY, THE AETHA CASUALTY & SURETY :
COMPANY, DUTTON ASBESTOS COMPANY, :
and INDUSTRIAL INDEMNITY COMPANY, :

Defendants.:

Defendants Western Asbestos Company and State Compensation Insurance Fund petition for reconsideration of my Findings and Award, filed July 20, 1965, wherein it was found that applicant sustained injury, consisting of asbestosis, arising out of and in the course of employment by several employers (including Western Asbestos Company) over a period of several years.

In the first place, it appears that the petition is untimely, having been received and filed by this Commission on August 12, 1965, twenty-three days after the date of service of the Findings and Award. (Labor Code, sections 5900(a), 5903; Code of Civ. Proc., section 1013).

Considering the petition on its merits, also, I believe that it should be denied.

Petitioners contend (1) that all of applicant's employment by Western Asbestos Company was within Admiralty jurisdiction and therefore outside the jurisdiction of this Commission, and (2) that applicant's exposure in his work for Western Asbestos Company was to cork, not asbestos.

Applicant testified that in his work for Western Asbestos Company he spent about two years working on the construction of new ships and spent the remainder of the time in working on the repair of existing ships. As to the latter, the parties apparently agree

that this was within Admiralty jurisdiction rather than within the jurisdiction of this Commission. The parties disagree, however, as to whether applicant's work on the construction of new ships was exclusively within Admiralty jurisdiction. Petitioners contend that the recent case of *Calbeck v. Travelers Ins. Co.*, 370 U.S. 114 (27 Cal.Comp.Cases 204) reverses earlier decisions and establishes that this Commission has no jurisdiction in such matters. I must disagree. The *Calbeck* decision does not expressly overrule such earlier decisions as *Baskin v. Industrial Acc. Com.*, 338 U.S. 354 (14 Cal.Comp.Cases 189) and 340 U.S. 386 (16 Cal.Comp.Cases 15), nor does it expressly repudiate the "twilight zone" doctrine. Subsequent decisions of lower Federal courts have held that the "twilight zone" still exists. (*Holland v. Harrison Bros.*, 306 Fed. 2d 369; *Mather v. Superior Oil Company*, 207 Fed. Suppl. 591, 593) *Larson* in his work on Workmen's Compensation shares this view.

In my opinion, in the absence of clear judicial authority repudiating the "twilight zone" and the concurrent jurisdiction of Admiralty and a state's workmen's compensation act, this Commission should assume jurisdiction pursuant to such earlier decisions as *Baskin v. Industrial Acc. Com.*, *supra*, at least in a case such as the instant one where the Federal Deputy Commissioner has not already assumed jurisdiction.

Petitioners' further argument that the evidence precludes a finding that applicant's work for Western Asbestos Company contributed to his asbestosis, is also without merit. Applicant testified that in his work for Western Asbestos Company he handled the "same materials" (i.e., asbestos powders and blocks) as well as handling considerable cork. Later he testified that in his work on new ships for Western Asbestos Company he handled "mostly" cork. This evidence establishes that applicant had some exposure to asbestos while working for Western Asbestos Company. The extent to which this exposure,

CASE NO. 65 SRO 4243

-3-

DEL FURIA

as contrasted with his exposure to cork dust, contributed to his asbestosis is a matter which should be litigated in a supplemental apportionment proceeding.

RECOMMENDATION: Deny defendants' Petition for Reconsideration.

ROBERT BALL, Referee

ep



For Enette
Asbestos *9/16*
INTER

OFFICE COMMUNICATION

September 14, 1965

To J. E. Zeller, Lancaster

From A. W. Gross, San Francisco

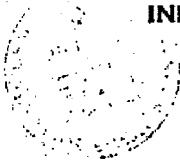
Subject Industrial Accident Commission
State of California
Del Furia

Attached is Notice of Intention to Issue Supplemental Award, one issued to Armstrong Cork Company and Armstrong Contracting and Supply Corporation.

DJH

Allen

INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA



Case No. ES 582 4243

DEL PUNIA,

Applicant

vs.

BALDWIN, EBBET & HILL, LIBERTY MUTUAL
INSURANCE COMPANY, PLANT RUBBER & ASBESTOS
WORKS, WESTERN ASBESTOS COMPANY, STATE
COMPENSATION INSURANCE FUND, ARMSTRONG
CONTRACT & SUPPLY COMPANY, ARMSTRONG CORK
COMPANY, THE TRAVELLERS INSURANCE COMPANY, THE
AETNA CASUALTY & SURETY COMPANY, DUTTON
ASBESTOS COMPANY, AND INDUSTRIAL
INDemnITY COMPANY. *Defendant*

NOTICE OF
INTENTION TO

ISSUE SUPPLEMENTAL AWARD

NOTICE IS HEREBY GIVEN that a supplemental award
in favor of applicant against defendants Plant Rubber & Asbestos Works,
Dutton Asbestos Company, State Compensation Insurance Fund, The Aetna
Casualty & Surety Company, and Liberty Mutual Insurance Company, jointly
NOTICE IS HEREBY GIVEN that and severally, of \$329.10, as reimbursement
for self-procured medical treatment, payable as follows:

to Bird Company	\$650.00
to Santa Rosa Memorial Hospital	\$134.00
to McCarthy's Pharmacy	\$40.50, will be issued

thirty (30) days after service hereof unless Good Cause to the contrary is shown in writing within
said time.

ROBERT BALL

Advers

Date September 10, 1965

All parties served as shown on Official Address Record.

INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA

DEL PURIA,

Applicant

vs.

BAILEY, EIGHT & HILL, LIBERTY MUTUAL
INSURANCE COMPANY, PLANT RUBBER & ASBESTOS
WORKS, WESTERN ASBESTOS COMPANY, STATE
COMPENSATION INSURANCE FUND, ASBESTOS
CONTRACT & SUPPLY COMPANY, ASBESTOS CORP
COMPANY, THE TRAVELERS INSURANCE COMPANY, THE
AETNA CASUALTY & SURETY COMPANY, DUTTON
ASBESTOS COMPANY, AND INDUSTRIAL Defendant
INSURANCE COMPANY.

Case No. 55 SRD 4243

NOTICE OF
INTENTION TO
ISSUE SUPPLEMENTAL AWARD

REAPPEARING THAT NOTICE IS HEREBY GIVEN that a supplemental award
in favor of applicant against defendants Plant Rubber & Asbestos works,
Dutton Asbestos Company, State Compensation Insurance Fund, The Aetna
Casualty & Surety Company, and Liberty Mutual Insurance Company, jointly
NOTICE IS HEREBY GIVEN that and severally, of \$329.10, as reimbursement
for self-procured medical treatment, payable as follows:

to Bird Company	\$650.00
to Santa Rosa Memorial Hospital	\$133.00
to McCarthy's Pharmacy	\$40.50, will be issued

Thirty (30) days after service hereof unless Good Cause to the contrary is shown in writing within
said time

ROBERT BALL
Referee

Date September 10, 1965

All parties served as shown on Official Address Record.

Asbestos

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

DEL FURIA

CASE No. 65 SRO 4243

Applicant

vs.

Order Extending Time on
Petition for Reconsideration

BALDWIN, EHRET & HILL, LIBERTY MUTUAL
INSURANCE COMPANY, PLANT RUBBER AND ASBESTOS
WORKS, WESTERN ASBESTOS COMPANY, STATE
COMPENSATION INSURANCE FUND, ARMSTRONG
CONTRACT AND SUPPLY COMPANY, ARMSTRONG CORK
COMPANY, THE TRAVELERS INSURANCE COMPANY,
and THE AETNA CASUALTY AND SURETY COMPANY,
and DUTTON ASBESTOS COMPANY,

Defendants

Good Cause Appearing Therefor,

IT IS ORDERED That the time for making decision on the defendants' Petition for Reconsideration be, and is hereby, extended thirty days from and after September 11, 1965.

INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

Commissioner

Elvin Connolly

Commissioner

Commissioner

Dated at SAN FRANCISCO, CALIFORNIA

COPIES MAILED TO

SERVED: AUG 23 1965

All parties served as shown on
Official Address Record.



INTER/

MBH

OFFICE COMMUNICATION

August 5, 1965

To ~~J. B. Zeller, Lancaster~~

From A. L. Stokely, San Francisco

Subject Industrial Accident Commission
State of California
Case 65 SRO 4243
Del Furia

Alberto

8/4/65
WSS

Attached are two copies of "Order Joining Party Defendant" on the subject case received today.

DJH

Red

Before the Industrial Accident Commission
of the State of California

DEL FURTA,

Case No. 65 SHQ 4243

Applicant

vs.

Order Joining Party
Defendant

BALDWIN, EHRET & HILL, LIBERTY MUTUAL INSURANCE COMPANY, PLANT LUBER & ASBESTOS WORKS, WESTERN ASBESTOS COMPANY, STATE COMPENSATION INSURANCE FUND, ARMSTRONG CONTRACT & SUPPLY COMPANY, ARMSTRONG CORK COMPANY, TRAVELERS INSURANCE COMPANY, THE AETHA CASUALTY & SURETY COMPANY, BUTTON ASBESTOS COMPANY, AND INDUSTRIAL INDEMNITY COMPANY, Defendants

Good Cause Appearing Therefor:

IT IS HEREBY ORDERED THAT INDUSTRIAL INDEMNITY COMPANY

be joined as a party defendant in the above entitled cause.

(SEAL)

ROBERT W. HALL
Rjw

INDUSTRIAL ACCIDENT COMMISSION

FILED AND SERVED: August 4, 1965

All parties served as shown on Official Address Record, and
Industrial Indemnity Company, 350 Montgomery Street, San Francisco

ep

Before the Industrial Accident Commission
of the State of California

DEL FURIA,

Case No. 35 SRO 4243

Applicant

vs.

Order Joining Party
Defendant

BALDWIN, MURPHY & HILL, LIBERTY MUTUAL INSURANCE COMPANY, PLANT MURDER & ASBESTOS WORKS, WESTERN ASBESTOS COMPANY, STATE COMPENSATION INSURANCE FUND, AMERICAN CONTRACT & SUPPLY COMPANY, AMERICAN CORK COMPANY, THE TRAILERS INSURANCE COMPANY, THE AETNA CASUALTY & SURETY COMPANY, DUTTON ASBESTOS COMPANY, Defendants
AND INDUSTRIAL INDEMNITY COMPANY.

Good Cause Appearing Therefor:

IT IS HEREBY ORDERED THAT INDUSTRIAL INDEMNITY COMPANY

be joined as a party defendant in the above entitled cause.



(SEAL)

FOR THE REF.

Referee

INDUSTRIAL ACCIDENT COMMISSION.

FILED AND SERVED: August 4, 1965

All parties served as shown on Official Address Record, and
Industrial Indemnity Company, 350 Montgomery Street, San Francisco

ep

MBH.

11/1/55

INTER/

OFFICE COMMUNICATION

July 29, 1965

To J. E. Zeller, Lancaster

From A. L. Stokely, San Francisco

Subject Industrial Accident Commission
State of California
Case 65 SRO 4243
Del Furia

Asbestosis

8/1/65
AKS

Attached are two copies of findings and award on the claim for asbestosis submitted by Del Furia.

You will note that an award has been made to Del, this being the first award made, to my knowledge, in Northern California in the last five years.

DJH

Rob

1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

2 CASE NO. 65 SRO 4243

3 DEL FURIA,)

4 Applicant, :

5 -vs- :

6 BALDWIN, EHRET & HILL, LIBERTY :
7 MUTUAL INSURANCE COMPANY, PLANT :
8 RUBBER AND ASBESTOS WORKS, WESTERN :
9 ASBESTOS COMPANY, STATE COMPENSATION :
10 INSURANCE FUND, ARMSTRONG CONTRACT :
11 AND SUPPLY COMPANY, ARMSTRONG CORK :
12 COMPANY, THE TRAVELERS INSURANCE :
13 COMPANY, and THE AETNA CASUALTY AND :
14 SURETY COMPANY, AND DUTTON ASBESTOS :
15 COMPANY, :

16 Defendants. :
17)

18 FINDINGS AND AWARD

19 FINDINGS OF FACT

20 1. Del Furia, born August 24, 1911, while employed as
21 asbestos worker in the State of California by defendant Plant Rubber
22 and Asbestos Works beginning in June, 1937, through October, 1941;
23 by defendant Dutton Asbestos Company beginning in November, 1941,
24 through March, 1942; by defendant Western Asbestos Company beginning
25 in April, 1942, through February 9, 1945; by defendant Plant Rubber
26 and Asbestos Works beginning in February, 1945, through August, 1945;
27 by defendants Armstrong Cork Company and Armstrong Contract & Supply
28 Company beginning October 16, 1957, through February 27, 1964, and
29 by defendant Baldwin, Ehret & Hill beginning March 2, 1964, through
30 November 12, 1964, sustained injury, consisting of asbestosis,
arising out of and in the course of his employment by each of the
above named employers.

31 2. Defendant Plant Rubber and Asbestos Works was permis-
32 sibly self-insured as to workmen's compensation during applicant's
33 employment by that company.

34 3. There is no admitted insurance coverage for defendant

1 Dutton Asbestos Company.

2 4. Defendant State Compensation Insurance Fund was the
3 compensation insurance carrier of Western Asbestos Company during
4 the period of applicant's employment by that company.

5 5. Defendant Travelers Insurance Company was the workmen's
6 compensation insurance carrier of Armstrong Cork Company and
7 Armstrong Contract and Supply Company beginning October 16, 1957,
8 to and including January 1, 1963.

9 6. Defendant Aetna Casualty & Surety Company was the
10 compensation insurance carrier of Armstrong Cork Company and
11 Armstrong Contract and Supply Company beginning January 1, 1963, to
12 and including February 27, 1964.

13 7. Defendant Liberty Mutual Insurance Company was the
14 compensation insurance carrier of Baldwin, Ehret & Hill during the
15 period of applicant's employment by that company.

16 8. The injury herein caused temporary total disability
17 beginning November 12, 1964, to and including January 24, 1965.

18 9. Applicant's earnings at time of injury were maximum.

19 10. Said injury caused permanent disability of 61%.

20 11. Applicant requires further medical treatment to cure or
21 relieve from the effects of the injury herein.

22 12. Defendants failed to furnish medical treatment to cure
23 or relieve from the effects of the injury after notice of need there-
24 for. Medical costs of the reasonable value of \$106 were necessarily
25 incurred and paid by the applicant.

26 13. The within claim is not barred by the Statute of
27 Limitations.

28 14. This Commission has jurisdiction of the within claim.

29 15. Defendants were not prejudiced through any lack of
30 timely notice of the injury herein.

1 16. Applicant's attorneys, McKenzie and Arata, have
2 rendered services herein of the reasonable value of \$1,250 and have
3 advanced \$39.25 as reasonable disbursements in connection with the
4 within claim.

5 A W A R D

6 AWARD IS MADE in favor of Del Furia against defendants Plant
7 Rubber and Asbestos Works, Dutton Asbestos Company, State Compensation
8 Insurance Fund, The Travelers Insurance Company, The Aetna Casualty
9 and Surety Company, and Liberty Mutual Insurance Company, jointly and
10 severally, of:

11 (a) \$740, as temporary disability indemnity, payable forth-
12 with;

13 (b) \$52.50 a week, as permanent disability indemnity,
14 beginning February 1, 1965, and continuing for 244 weeks, in the
15 total sum of \$12,810, less \$1,289.25 to McKenzie and Arata;

16 (c) further medical treatment to cure or relieve from the
17 effects of the injury herein;

18 (d) \$106, as reimbursement for the reasonable expense of
19 self-procured medical treatment; and

20 (e) interest as provided by law.

21 O R D E R

22 IT IS ORDERED that Dutton Asbestos Company be, and it
23 hereby is, joined as a party defendant herein.

24
25
26
27
28 ROBERT BALL, Referee
INDUSTRIAL ACCIDENT COMMISSION

29 FILED AND SERVED: JUL 20 1965

30 All parties served as shown on Official Address Record.

ep
65 SRO 4243
Furia 30

DEL FURIA

ROBERT BALL, Referee
July 15, 1965

Case No. 65 SRO 4243
Injury: June, 1935, to
November 12, 1964

REPORT OF REFEREE ON DECISION

Applicant's testimony, together with the reports of Dr. Thurlow and Dr. Hinshaw, establishes that applicant sustained injury to his lungs, consisting of asbestosis, arising out of and in the course of employment by defendants Plant Rubber and Asbestos Works, Dutton Asbestos Company, Western Asbestos Company, Armstrong Cork Company, Armstrong Contract and Supply Company, and Baldwin, Ehret & Hill. (Industrial Indem. Exch. v. Industrial Acc. Com. and Alatorre, 87 Cal. App. 2d 465 (13 Cal. Comp. Cases 220)); Globe Indem. Co. v. Industrial Acc. Com. and Trembath, 125 Cal. App. 2d 656 (19 Cal. Comp. Cases 132)

The fact that a portion of applicant's exposure in some of the above mentioned employments may have been outside the jurisdiction of this Commission is something to be considered in supplemental apportionment proceedings; the applicant is entitled to a joint and several award against the above mentioned employers for the full benefits payable under the California Workmen's Compensation Act (Labor Code, section 5500.5; Colonial Ins. Co. v. Industrial Acc. Com. and Pedroza, 29 Cal. 2d 79 (11 Cal. Comp. Cases 226, 243)); Acme Pattern & Foundry Co. v. Industrial Acc. Com., 17 Cal. Comp. Cases 108; State of California, Sub. Inj. Fund v. Industrial Acc. Com. and Walters, 48 Cal. 2d 365 (22 Cal. Comp. Cases 100, 107); also see State of California, Sub. Inj. Fund v. Industrial Acc. Com. and Koski, 175 Cal. App. 2d 674 (24 Cal. Comp. Cases 279))

Since returning to work on January 25, 1965, applicant's earnings have exceeded \$108 a week. Therefore, there is no compensable temporary partial disability.

Dr. Hinshaw's report indicates that applicant's condition is static. Dr. Thurlow anticipates a progressive worsening. Even adopting the latter opinion, I must conclude that applicant's condition is permanent and stationary. (Industrial Indem. Exch. v. Industrial Acc. Com. and Riccardi, 90 Cal. App. 2d 99 (14 Cal. Comp. Cases 25))

ROBERT BALL
Referee

ep

DEL FURIA

ROBERT HALL, Referee
Santa Rosa, May 4, 1965

Case No. 65 SRO 4243
Injury: June, 1935, to
November 12, 1964

REPORT OF REFEREE ON CONTINUED HEARING

In accordance with the information in Commission's Exhibit 1, it was ordered that the application herein be deemed amended so as to allege October 15, 1957, as the date of the commencement of employment by Defendant Armstrong Cork Company.

Applicant exhibited W-2 Forms showing the following earnings:

Armstrong Contracting and Supply Corporation (1961).....	\$9,070.28
Armstrong Contracting and Supply Corporation (1962).....	9,885.64
Armstrong Contracting and Supply Corporation (1963).....	10,796.52
Armstrong Contracting and Supply Corporation (1964).....	2,064.56
Baldwin, Ehret & Hill (1964).....	7,903.30

Attorney for Defendant State Fund requested that its stipulation as to applicant's employment by Western Asbestos Company be amended to cover only from the first quarter of 1942 until the first quarter of 1945. The request was granted.

Applicant's attorney and some of the defendants' attorneys pointed out that the Social Security records furnish a rough guide to applicant's past employment, but that the figures contained therein are not very accurate. For instance, the earnings shown from Armstrong Contracting and Supply Corporation do not correspond with those shown on the above W-2 Forms.

Applicant's attorney stated that his firm has expended \$39.25 for the Social Security information.

Applicant's attorney stated that Blue Cross has paid much of the medical expenses herein, but that there are several unpaid medical bills, and applicant himself has paid several others.

APPLICANT testified substantially as follows: He was born August 24, 1911.

Is now working asbestos foreman for Defendant Baldwin, Ehret & Hill. His first employment in the asbestos industry was with Plant Rubber and Asbestos Works about June, 1937, as an asbestos helper. He worked for this firm until about October or November, 1941, going to work immediately thereafter for Defendant Western Asbestos Company as a working asbestos foreman. He worked for this employer until about February, 1945, then returning to Plant Rubber and Asbestos Works as a working foreman for about six months.

For the next several years he had no contact with asbestos. In October, 1957, he went to work for Armstrong Cork Company as a working foreman. Worked for this company until February, 1964.

Began working for Baldwin, Ehret & Hill on March 2, 1964, as a foreman.

In his work for Plant Rubber and Asbestos Works between 1937 and 1941 he would prepare materials and mixtures and would cut blocks. He worked with dry powders, containing magnesia and asbestos fiber, adding water to these powders. This mixing caused the particular area to be very dusty. Witness would also use a handsaw or power saw to cut blocks, would wire these onto the exteriors of vessels, and then would hammer the wires tight against the blocks. This activity created considerable dust, particularly if he were working in a closed area. The work was so dusty as to require him to use a mask over his nose and mouth 75% to 80% of the time. He worked on construction, boilers, furnaces, ducts, and air conditioners. About 90% of the work was performed in close quarters, e.g., in a boiler room with no outside ventilation.

His work for Plant Rubber and Asbestos Works was steady, five days a week, 40 hours a week. Witness did very little work on ships for this employer, and such work that he did was repair work upon completed vessels.

He was smoking about one pack of cigarettes a day at this time. Quit smoking in 1945 or 1946, resuming it about three years ago. Then smoked off and on until October, 1964, when he again quit smoking.

Had no medical or physical problems, especially with his lungs, while working for Plant Rubber and Asbestos Works.

His work for Western Asbestos Company was generally the same as that which he did for Plant Rubber and Asbestos Works. He handled the same materials, but also handled considerable cork. The latter material was dusty only when being cut. Witness would cut it with a power saw in the shop, wearing a mask at this time. He would work in the shop or at job sites. Would work on buildings and on ships.

Had no lung difficulties while working for Western Asbestos Company. It was steady work, five days a week.

His work in 1945 for Plant Rubber and Asbestos Works was mostly repair work on destroyers or other ships at Moore Drydock Company. He handled asbestos materials and cut them, creating dust. Wore a mask 75% of the time. Would work on shipboard. Had no difficulty with his lungs during this work.

For the next several years he worked successively as a liquor distributor, coffee salesman, and then car salesman.

When he went to work for Armstrong in October, 1957, he handled the same materials as in his previous jobs and also handled fiberglass. Ninety per cent of his work was inside buildings. The fiberglass was cut with a knife, creating a very fine dust. It would then be wired into place, usually in attics. Witness would have to wear a mask or it would cause him to cough and to spit blood. Also the fiberglass would cause a skin eruption on his arms, similar to poison oak. On one occasion a piece entered his right eye requiring hospitalization for one week. Had no lung difficulty while working for Armstrong.

His only experience in spraying asbestos material prior to 1942 was for about six weeks in 1939. The next occasion was from

February, 1963, until about December of 1963, while working for Armstrong. At this time they were working in a sewage tunnel in San Jose. Would blow the material onto conduits to a depth of three and a half inches. Would then press this down to a thickness of three inches. Would then apply a finish coat, and would then press this. It was very dusty while working in the tunnel. He would be unable to see as far as 10 to 15 feet away because of the dust, and would have to stop work and clear his mask. This was his worst exposure to dust. At night there would be dirt and dust in his nose and ears. He worked eight to 12 hours a day, also on Saturdays and Sundays.

After the completion of the sewage tunnel job he worked on ships for Armstrong for one to one and a half months.

In his work for Baldwin, Ehret & Hill he used the same materials as in his previous job, and also used Styrofoam. The latter creates no dust, but only flakes. He used a mask in his work for Baldwin, Ehret & Hill.

While working at the Pacific Telephone Building in Santa Rosa between August and October, 1964, he noticed fatigue upon walking upstairs during his work. In October he went on a vacation in Montana, doing some hunting at an elevation of 6,000 feet. Experienced so much fatigue from climbing that he returned home. Continued to have the same fatigue after returning to Santa Rosa and so went to Dr. Wuest for a checkup near the end of October.

Denies any prior respiratory illnesses such as tuberculosis, pneumonia or bronchitis. Has no family history of any of these diseases.

Was treated by Dr. Cardozo and Dr. Thurlow. Entered the Santa Rosa Memorial Hospital on November 12, 1964, and remained there for three or four days.

He stopped working on November 12, 1964, and returned to work on January 25, 1965. Since the latter date he has not worked steadily. Estimates that he has worked an average of three days a week; he worked one 5-day week and one 2-day week. Also, he will rest on the job as necessary and will leave work when he becomes too tired. Gets paid for eight hours a day for each day that he works. He stays on the job for eight hours, although he actively works for only about five hours. Also, he selects jobs which permit him to avoid dust. Becomes very fatigued. Has shortness of breath upon activity or much talking. He does not cough and his frequent clearing of his throat and sniffing is only a matter of habit.

Has received no compensation benefits.

UPON CROSS-EXAMINATION, testified that in his work for Baldwin, Ehret & Hill he handled fiberglass about 55% of the time and Styrofoam about 5% of the time. These materials have no asbestos content. For the remaining 40% of the time he would work with asbestos materials. Admits that in this employment he had less exposure to asbestos than in previous employments, but is unable to compare it in percentage figures.

At the present time he works with Styrofoam or canvasing and has no exposure to dust.

Has not received any pay for the days that he did not work.

FURIA - May 4, 1965

-4-

Case No. 65 SRO 4243

At present he receives \$241.60 for a 40-hour week.

While working for Armstrong he was away from work for one month during 1963 while on a hunting trip. The company records are inaccurate in stating that this absence was because of sickness.

He left Armstrong in order to avoid commuting to the Bay Area. His job with Baldwin, Enret & Hill permits him to work in the vicinity of Santa Rosa, where his home has always been.

He had a contractor clear the ground for his present home about three years ago. Had another contractor install the foundation about one year ago. Witness himself built the deck, working on week ends at such times as he was financially able to purchase the needed lumber. Did this until he became ill in October, and then had a contractor complete the job.

Admits that he does not know the chemical composition of any of the asbestos dusts. Does not know what percentage of asbestos is in any of the materials which he handled.

During the periods that he worked in the asbestos industry he took no time off work except for week ends. Referring to the Social Security Administration Records, states that his work for Grace Brothers was as a bottler and stacker. Does not recognize "The Scott Company" as a former employer. Worked only one shift for Mundet Cork Company. His work for Dutton Asbestos Company was at shipyards during the war. Thinks he was loaned to Dutton by Western Asbestos Company. Had the same general exposure there as in his other employments.

In his present job he supervises men who work with asbestos, but is not exposed himself. Inspects the job after the work is completed. Works with Styrofoam and makes fittings, avoiding asbestos materials and also fiberglass.

Styrofoam is a very light plastic material. Witness does not know its chemical content, but as far as he knows it contains no asbestos.

There was no gap between his job with Plant Rubber and Asbestos Works and his job with Western Asbestos Company.

Does not recall the dates he worked for Dutton. Was receiving \$1.50 an hour, or \$60.00 a week at this time.

While working for Western Asbestos Company he spent about two years working on new troop ships at the Richmond Shipyard. In this work he was handling mostly cork for refrigeration purposes. He also did repair work on ships.

Underwent no physical examination for his job with Western Asbestos Company.

Had no X rays taken between 1946 and 1957, and does not think that he saw a doctor during this period.

Had no unemployment during 1941 and 1942.

DISPOSITION: Three weeks for the parties to advise me regarding Compromise and Release, otherwise submitted.

RB:cws

ROBERT BALL, Referee

1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

2 CASE NO. 65 SRO 4243

3 DEL FURIA,)

4 Applicant, :

5 -vs- :

6 BALDWIN, EHRET & HILL, LIBERTY :

7 MUTUAL INSURANCE COMPANY, PLANT :

FINDINGS AND AWARD

8 RUBBER AND ASBESTOS WORKS, WESTERN :

9 ASBESTOS COMPANY, STATE COMPENSATION :

10 INSURANCE FUND, ARMSTRONG CONTRACT :

11 AND SUPPLY COMPANY, ARMSTRONG CORK :

12 COMPANY, THE TRAVELERS INSURANCE :

13 COMPANY, and THE AETNA CASUALTY AND :

14 SURETY COMPANY, AND DUTTON ASBESTOS :

15 COMPANY, :

16 Defendants.)

17 FINDINGS OF FACT

18 1. Del Furia, born August 24, 1911, while employed as
19 asbestos worker in the State of California by defendant Plant Rubber
20 and Asbestos Works beginning in June, 1937, through October, 1941;
21 by defendant Dutton Asbestos Company beginning in November, 1941,
22 through March, 1942; by defendant Western Asbestos Company beginning
23 in April, 1942, through February 9, 1945; by defendant Plant Rubber
24 and Asbestos Works beginning in February, 1945, through August, 1945;
25 by defendants Armstrong Cork Company and Armstrong Contract & Supply
26 Company beginning October 16, 1957, through February 27, 1964, and
27 by defendant Baldwin, Ehret & Hill beginning March 2, 1964, through
28 November 12, 1964, sustained injury, consisting of asbestosis,
29 arising out of and in the course of his employment by each of the
30 above named employers.

31 2. Defendant Plant Rubber and Asbestos Works was permis-
32 sibly self-insured as to workmen's compensation during applicant's
33 employment by that company.

34 3. There is no admitted insurance coverage for defendant

1 Dutton Asbestos Company.

2 4. Defendant State Compensation Insurance Fund was the
3 compensation insurance carrier of Western Asbestos Company during
4 the period of applicant's employment by that company.

5 5. Defendant Travelers Insurance Company was the workmen's
6 compensation insurance carrier of Armstrong Cork Company and
7 Armstrong Contract and Supply Company beginning October 16, 1957,
8 to and including January 1, 1963.

9 6. Defendant Aetna Casualty & Surety Company was the
10 compensation insurance carrier of Armstrong Cork Company and
11 Armstrong Contract and Supply Company beginning January 1, 1963, to
12 and including February 27, 1964.

13 7. Defendant Liberty Mutual Insurance Company was the
14 compensation insurance carrier of Baldwin, Ehret & Hill during the
15 period of applicant's employment by that company.

16 8. The injury herein caused temporary total disability
17 beginning November 12, 1964, to and including January 24, 1965.

18 9. Applicant's earnings at time of injury were maximum.

19 10. Said injury caused permanent disability of 61%.

20 11. Applicant requires further medical treatment to cure or
21 relieve from the effects of the injury herein.

22 12. Defendants failed to furnish medical treatment to cure
23 or relieve from the effects of the injury after notice of need there-
24 for. Medical costs of the reasonable value of \$106 were necessarily
25 incurred and paid by the applicant.

26 13. The within claim is not barred by the Statute of
27 Limitations.

28 14. This Commission has jurisdiction of the within claim.

29 15. Defendants were not prejudiced through any lack of
30 timely notice of the injury herein.

1 16. Applicant's attorneys, McKenzie and Arata, have
2 rendered services herein of the reasonable value of \$1,250 and have
3 advanced \$39.25 as reasonable disbursements in connection with the
4 within claim.

5 A W A R D

6 AWARD IS MADE in favor of Del Furia against defendants Plant
7 Rubber and Asbestos Works, Dutton Asbestos Company, State Compensation
8 Insurance Fund, The Travelers Insurance Company, The Aetna Casualty
9 and Surety Company, and Liberty Mutual Insurance Company, jointly and
10 severally, of:

11 (a) \$740, as temporary disability indemnity, payable forth-
12 with;

13 (b) \$52.50 a week, as permanent disability indemnity,
14 beginning February 1, 1965, and continuing for 244 weeks, in the
15 total sum of \$12,810, less \$1,289.25 to McKenzie and Arata;

16 (c) further medical treatment to cure or relieve from the
17 effects of the injury herein;

18 (d) \$106, as reimbursement for the reasonable expense of
19 self-procured medical treatment; and

20 (e) interest as provided by law.

21 O R D E R

22 IT IS ORDERED that Dutton Asbestos Company be, and it
23 hereby is, joined as a party defendant herein.

24
25
26
27
28 ROBERT BALL, Referee
INDUSTRIAL ACCIDENT COMMISSION

29 FILED AND SERVED: JUL 20 1965

30 All parties served as shown on Official Address Record.

ep 29
65 SRO 4243
Furia 30

DEL FURIA

ROBERT BALL, Referee
July 15, 1965

Case No. 65 SRO 4243
Injury: June, 1935, to
November 12, 1964

REPORT OF REFEREE ON DECISION

Applicant's testimony, together with the reports of Dr. Thurlow and Dr. Hinshaw, establishes that applicant sustained injury to his lungs, consisting of asbestosis, arising out of and in the course of employment by defendants Plant Rubber and Asbestos Works, Dutton Asbestos Company, Western Asbestos Company, Armstrong Cork Company, Armstrong Contract and Supply Company, and Baldwin, Ehret & Hill. (Industrial Indem. Exch. v. Industrial Acc. Com. and Alatorre, 87 Cal. App. 2d 465 (13 Cal. Comp. Cases 220); Globe Indem. Co. v. Industrial Acc. Com. and Trembath, 125 Cal. App. 2d 656 (19 Cal. Comp. Cases 132))

The fact that a portion of applicant's exposure in some of the above mentioned employments may have been outside the jurisdiction of this Commission is something to be considered in supplemental apportionment proceedings; the applicant is entitled to a joint and several award against the above mentioned employers for the full benefits payable under the California Workmen's Compensation Act (Labor Code, section 5500.5; Colonial Ins. Co. v. Industrial Acc. Com. and Pedroza, 29 Cal. 2d 79 (11 Cal. Comp. Cases 226, 243); Acme Pattern & Foundry Co. v. Industrial Acc. Com., 17 Cal. Comp. Cases 108; State of California, Sub. Inj. Fund v. Industrial Acc. Com. and Walters, 48 Cal. 2d 365 (22 Cal. Comp. Cases 100, 107); also see State of California, Sub. Inj. Fund v. Industrial Acc. Com. and Koski, 175 Cal. App. 2d 674 (24 Cal. Comp. Cases 279))

Since returning to work on January 25, 1965, applicant's earnings have exceeded \$108 a week. Therefore, there is no compensable temporary partial disability.

Dr. Hinshaw's report indicates that applicant's condition is static. Dr. Thurlow anticipates a progressive worsening. Even adopting the latter opinion, I must conclude that applicant's condition is permanent and stationary. (Industrial Indem. Exch. v. Industrial Acc. Com. and Riccardi, 90 Cal. App. 2d 99 (14 Cal. Comp. Cases 25))

ROBERT BALL
Referee

ep

DEL FURIA

ROBERT BALL, Referee
Santa Rosa, May 4, 1965

Case No. 63 SRO 4243
Injury: June, 1939, to
November 12, 1964

REPORT OF REFEREE ON CONTINUED HEARING

In accordance with the information in Commission's Exhibit 1, it was ordered that the application herein be deemed amended so as to allege October 16, 1957, as the date of the commencement of employment by Defendant Armstrong Cork Company.

Applicant exhibited W-2 Forms showing the following earnings:

Armstrong Contracting and Supply Corporation (1951).....	\$9,070.28
Armstrong Contracting and Supply Corporation (1962).....	9,885.64
Armstrong Contracting and Supply Corporation (1963).....	10,796.52
Armstrong Contracting and Supply Corporation (1964).....	2,064.56
Baldwin, Ehret & Hill (1964).....	7,903.30

Attorney for Defendant State Fund requested that its stipulation as to applicant's employment by Western Asbestos Company be amended to cover only from the first quarter of 1942 until the first quarter of 1945. The request was granted.

Applicant's attorney and some of the defendants' attorneys pointed out that the Social Security records furnish a rough guide to applicant's past employment, but that the figures contained therein are not very accurate. For instance, the earnings shown from Armstrong Contracting and Supply Corporation do not correspond with those shown on the above W-2 Forms.

Applicant's attorney stated that his firm has expended \$39.25 for the Social Security information.

Applicant's attorney stated that Blue Cross has paid much of the medical expenses herein, but that there are several unpaid medical bills, and applicant himself has paid several others.

APPLICANT testified substantially as follows: He was born August 24, 1911.

Is now working asbestos foreman for Defendant Baldwin, Ehret & Hill. His first employment in the asbestos industry was with Plant Rubber and Asbestos Works about June, 1937, as an asbestos helper. He worked for this firm until about October or November, 1941, going to work immediately thereafter for Defendant Western Asbestos Company as a working asbestos foreman. He worked for this employer until about February, 1945, then returning to Plant Rubber and Asbestos Works as a working foreman for about six months.

For the next several years he had no contact with asbestos. In October, 1957, he went to work for Armstrong Cork Company as a working foreman. Worked for this company until February, 1964.

Began working for Baldwin, Enret & Hill on March 2, 1964, as a foreman.

In his work for Plant Rubber and Asbestos Works between 1937 and 1941 he would prepare materials and mixtures and would cut blocks. He worked with dry powders, containing magnesia and asbestos fiber, adding water to these powders. This mixing caused the particular area to be very dusty. Witness would also use a handsaw or power saw to cut blocks, would wire these onto the exteriors of vessels, and then would hammer the wires tight against the blocks. This activity created considerable dust, particularly if he were working in a closed area. The work was so dusty as to require him to use a mask over his nose and mouth 75% to 80% of the time. He worked on construction, boilers, furnaces, ducts, and air conditioners. About 90% of the work was performed in close quarters, e.g., in a boiler room with no outside ventilation.

His work for Plant Rubber and Asbestos Works was steady, five days a week, 40 hours a week. Witness did very little work on ships for this employer, and such work that he did was repair work upon completed vessels.

He was smoking about one pack of cigarettes a day at this time. Quit smoking in 1945 or 1946, resuming it about three years ago. Then smoked off and on until October, 1964, when he again quit smoking.

Had no medical or physical problems, especially with his lungs, while working for Plant Rubber and Asbestos Works.

His work for Western Asbestos Company was generally the same as that which he did for Plant Rubber and Asbestos Works. He handled the same materials, but also handled considerable cork. The latter material was dusty only when being cut. Witness would cut it with a power saw in the shop, wearing a mask at this time. He would work in the shop or at job sites. Would work on buildings and on ships.

Had no lung difficulties while working for Western Asbestos Company. It was steady work, five days a week.

His work in 1945 for Plant Rubber and Asbestos Works was mostly repair work on destroyers or other ships at Moore Drydock Company. He handled asbestos materials and cut them, creating dust. Wore a mask 75% of the time. Would work on shipboard. Had no difficulty with his lungs during this work.

For the next several years he worked successively as a liquor distributor, coffee salesman, and then car salesman.

When he went to work for Armstrong in October, 1957, he handled the same materials as in his previous jobs and also handled fiberglass. Ninety per cent of his work was inside buildings. The fiberglass was cut with a knife, creating a very fine dust. It would then be wired into place, usually in attics. Witness would have to wear a mask or it would cause him to cough and to spit blood. Also the fiberglass would cause a skin eruption on his arms, similar to poison oak. On one occasion a piece entered his right eye requiring hospitalization for one week. Had no lung difficulty while working for Armstrong.

His only experience in spraying asbestos material prior to 1942 was for about six weeks in 1939. The next occasion was from

February, 1963, until about December of 1963, while working for Armstrong. At this time they were working in a sewage tunnel in San Jose. Would blow the material onto conduits to a depth of three and a half inches. Would then press this down to a thickness of three inches. Would then apply a finish coat, and would then press this. It was very dusty while working in the tunnel. He would be unable to see as far as 10 to 15 feet away because of the dust, and would have to stop work and clear his mask. This was his worst exposure to dust. At night there would be dirt and dust in his nose and ears. He worked eight to 12 hours a day, also on Saturdays and Sundays.

After the completion of the sewage tunnel job he worked on ships for Armstrong for one to one and a half months.

In his work for Baldwin, Ehret & Hill he used the same materials as in his previous job, and also used Styrofoam. The latter creates no dust, but only flakes. He used a mask in his work for Baldwin, Ehret & Hill.

While working at the Pacific Telephone Building in Santa Rosa between August and October, 1964, he noticed fatigue upon walking upstairs during his work. In October he went on a vacation in Montana, doing some hunting at an elevation of 6,000 feet. Experienced so much fatigue from climbing that he returned home. Continued to have the same fatigue after returning to Santa Rosa and so went to Dr. Wuest for a checkup near the end of October.

Denies any prior respiratory illnesses such as tuberculosis, pneumonia or bronchitis. Has no family history of any of these diseases.

Was treated by Dr. Cardozo and Dr. Thurlow. Entered the Santa Rosa Memorial Hospital on November 12, 1964, and remained there for three or four days.

He stopped working on November 12, 1964, and returned to work on January 25, 1965. Since the latter date he has not worked steadily. Estimates that he has worked an average of three days a week; he worked one 5-day week and one 2-day week. Also, he will rest on the job as necessary and will leave work when he becomes too tired. Gets paid for eight hours a day for each day that he works. He stays on the job for eight hours, although he actively works for only about five hours. Also, he selects jobs which permit him to avoid dust. Becomes very fatigued. Has shortness of breath upon activity or much talking. He does not cough and his frequent clearing of his throat and sniffing is only a matter of habit.

Has received no compensation benefits.

UPON CROSS-EXAMINATION, testified that in his work for Baldwin, Ehret & Hill he handled fiberglass about 55% of the time and Styrofoam about 5% of the time. These materials have no asbestos content. For the remaining 40% of the time he would work with asbestos materials. Admits that in this employment he had less exposure to asbestos than in previous employments, but is unable to compare it in percentage figures.

At the present time he works with Styrofoam or canvassing and has no exposure to dust.

Has not received any pay for the days that he did not work.

At present he receives \$241.60 for a 40-hour week.

While working for Armstrong he was away from work for one month during 1963 while on a hunting trip. The company records are inaccurate in stating that this absence was because of sickness.

He left Armstrong in order to avoid commuting to the Eay Area. His job with Baldwin, Ehret & Hill permits him to work in the vicinity of Santa Rosa, where his home has always been.

He had a contractor clear the ground for his present home about three years ago. Had another contractor install the foundation about one year ago. Witness himself built the deck, working on week ends at such times as he was financially able to purchase the needed lumber. Did this until he became ill in October, and then had a contractor complete the job.

Admits that he does not know the chemical composition of any of the asbestos dusts. Does not know what percentage of asbestos is in any of the materials which he handled.

During the periods that he worked in the asbestos industry he took no time off work except for week ends. Referring to the Social Security Administration Records, states that his work for Grace Brothers was as a bottler and stacker. Does not recognize "The Scott Company" as a former employer. Worked only one shift for Mundet Cork Company. His work for Dutton Asbestos Company was at shipyards during the war. Thinks he was loaned to Dutton by Western Asbestos Company. Had the same general exposure there as in his other employments.

In his present job he supervises men who work with asbestos, but is not exposed himself. Inspects the job after the work is completed. Works with Styrofoam and makes fittings, avoiding asbestos materials and also fiberglass.

Styrofoam is a very light plastic material. Witness does not know its chemical content, but as far as he knows it contains no asbestos.

There was no gap between his job with Plant Rubber and Asbestos Works and his job with Western Asbestos Company.

Does not recall the dates he worked for Dutton. Was receiving \$1.50 an hour, or \$60.00 a week at this time.

While working for Western Asbestos Company he spent about two years working on new troop ships at the Richmond Shipyard. In this work he was handling mostly cork for refrigeration purposes. He also did repair work on ships.

Underwent no physical examination for his job with Western Asbestos Company.

Had no X rays taken between 1946 and 1957, and does not think that he saw a doctor during this period.

Had no unemployment during 1941 and 1942.

DISPOSITION: Three weeks for the parties to advise me regarding Compromise and Release, otherwise submitted.

The Aetna Casualty and
Surety Company

- 2 -

April 21, 1965

Mr. A. L. Stokely
Armstrong Contracting and Supply Corp.
304 Shaw Road
South San Francisco, California

Mr. Fred L. Gardner, AC&S, Lancaster

April 21, 1965

AIR MAIL

The Aetna Casualty and Surety Company
220 Montgomery Street
San Francisco, California

Gentlemen:

Subject: Del Furia
 versus
 Baldwin, Elmet and Hill, et al
 Case No. 65 SRO 4243

Ante...

Enclosed are the following papers:

1. Order Joining Party Defendant which names Armstrong Cork Company as a party defendant in the above-entitled case.
2. Notice of Time and Place of Further Hearing setting forth May 4 at 9:00 a.m. as the time and Room 514, Rosenberg Building, Santa Rosa as the place for the next hearing in this case.
3. State Compensation Insurance Fund letter dated March 26 in which the various issues to be raised before the Industrial Accident Commission are listed.

Other papers will be forwarded as received.

Very truly yours,

Wallace B. Hofferth
Assistant General Manager
Insurance Department

DHB

Enclosures

The Travelers Insurance Company
550 California Street
San Francisco 4, California

April 20, 1965

The Acton Casualty and Surety Company
100 Bush Street
San Francisco, California

Gentlemen:

Attention: Mr. Gordon S. Keith

Subject: Del Furia
SS# 561-07-6235
versus
Baldwin, Ehret, Hill et al
Case No. 65 SRO 4243

Asbestos

At your request, I am confirming our telephone conversation of April 19th.

Assuming Del Furia's work for Armstrong was that of a standard Asbestos Worker Mechanic out of our San Francisco office, almost three quarters of the materials he would normally install for insulation, would be glass fiber with a phenolic resin binder, or mineral wool fiber with a clay binder and mixed with portland cement. There would be no asbestos content in either of these products.

4/20/65
10/24
Some 20% of the materials installed would be Calcium Silicate with approximately 10 to 15% asbestos added, or prior to 1960, 85% Magnesia with approximately 15% asbestos added.

During the year 1963, Mr. Furia worked as the Foreman spraying "Sprayed Linnet Asbestos" on large sized pipes in tunnels at the San Jose Sewage Treatment Plant. Our requirements for the wearing of a respirator, at least at the time the machine was actually spraying, were, to the best of our knowledge, adhered to.

We think that it is quite possible that Mr. Furia had an annual chest x-ray as part of the Health and Welfare program of Asbestos Worker Local 16 in San Francisco.

We hope that this information is of value to you.

Very truly yours,

ALS

Alan L. Stokely
District Manager

BVH

Travelers Insurance Company
315 Montgomery Street
San Francisco, California

F. L. Gardner, Lancaster (Blind)

~~INTER~~
~~OFFICE COMMUNICATION~~

10-1
#16 NBH
Armstrong CONTRACTING
April 14, 1965

To J. E. Zeller, Lancaster
From A. L. Stokely, San Francisco
Subject Industrial Accident Commission
State of California
Del Furia
Case No. 65SRO 4243

4/16/65
MSB
Attached are two copies each of Notice of time and place of further hearing,
and Order Joining Party Defendant on this case.

You will note that the party order joined is Armstrong Cork Company.

DJH

Del



Before the Industrial Accident Commission
of the State of California

MEL FURIA,

vs.

BALDWIN, EHRET & HILL, et al.,

Applicant

Defendants

Case No. 65SRD 4243

Order Joining Party
Defendant

and

ORDER DISMISSING PARTY
DEFENDANT

Good Cause Appearing Therefor:

IT IS HEREBY ORDERED THAT

ARMSTRONG CORP COMPANY

—be joined as a party defendant in the above entitled cause.

IT IS HEREBY ORDERED THAT PACIFIC EMPLOYERS INSURANCE COMPANY,
be dismissed as a party defendant in the above entitled cause.

Dated: 4/13/55

ROBERT J. FALL
INDUSTRIAL ACCIDENT COMMISSION

Served all parties of record.

vvd

INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA

DEL FURIA,

Case No. 65890-4243

Applicant

Notice of Time
and Place of
Further Hearing

vs.

BALDWIN, ERRET & HILL, et al,

Defendant

NOTICE TO ALL PARTIES

You are hereby notified that further hearing will be held in the above-entitled action at

Room 514, Rosenberg Bldg., Santa Rosa, May 4, 1955

9:00 a.m.

ALL DAY

Dated at:

Santa Rosa,
4/13/55

INDUSTRIAL ACCIDENT COMMISSION

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

DATE

4/13/55

All parties on Official Address Record.

wvd

STATE OF CALIFORNIA
INDUSTRIAL ACCIDENT COMMISSION

RECEIVED
JAN 14 1965

FILED
SANTA ROSA DISTRICT

APPLICATION

FILE SIGNED ORIGINAL AND TWO COPIES
(PLEASE PRINT OR TYPE NAMES AND ADDRESSES)

CASE NO. 65 SKO 71211

DEL FURIA

APPLICANT

3004 Carvel Drive

APPLICANT'S ADDRESS

Santa Rosa, California

vs.

BALDWIN, EHRET & HILL

EMPLOYER

Social Security No. 561-07-6235

410 Talbert Avenue

EMPLOYER'S ADDRESS

Daly City, California

LIBERTY MUTUAL INSURANCE COMPANY

EMPLOYER'S INSURANCE CARRIER

216 Pine Street

INSURABLE EMPLOYER'S ADDRESS

San Francisco, California

1. Del Furia 8/24/11 alleges that while employed on 11/12 1964
as an insulation foreman at Santa Rosa, California, by
Baldwin, Ehret and Hill he sustained injury arising out of and in the course of the employment, as follows:
continued and deep inhalation of insulation material
asbestosis affecting both lungs
STATE WHAT PARTS OF BODY WERE INVOLVED AND SUBSEQUENT RESULTS
2. Liberty Mutual Insurance Company was the employer's insurance carrier on date of injury.
DATE OF INJURY: November 16, 1964 to present Not claimed 1/11/65
DATE CLAIM RETURNED TO WORK DATE LAST RECEIVED PAYMENT
3. Was compensation paid? No None Unknown None
YES OR NO TOTAL PAID WEEKLY RATE DATE OF LAST PAYMENT
4. Earnings at time of injury: 234.00 @ week The basis of pay was \$2.90 per hour
MONTH OR YEAR STATE PAY PERIOD OR MONTHLY RATE, OVERTIME RATE AND PAY A WEEK
5. Was medical treatment needed? YES Who furnished treatment? employer and
Blue Cross medical insurance
NAME, RATES OF DOCTORS WHO TREATED THE INJURY AND STATE HOW PAID THEREOFT
6. This application is filed to determine liability for:
a. Temporary disability YES b. Permanent disability NO c. Medical treatment YES d. Medical costs YES
YES OR NO YES OR NO YES OR NO YES OR NO
7. Litigation expense 1.
YES OR NO STATE ANY OTHER CLAIMS
8. None
LIST CASE NUMBER OF ANY OTHER APPLICATIONS FILED

WHEREFORE, it is requested that a time and place be fixed for hearing and that an award be made granting such relief as may be proper under the Workmen's Compensation Laws of California

Dated at Santa Rosa, California, January 12, 1965
CITY DATE

Hearing requested at Santa Rosa, California
CITY

Number of witnesses ONE

Estimated time of trial 1 1/2 hours

1/22/65 REC parties

DEL FURIA

APPLICANT'S SIGNATURE

MCKENZIE and ARATA

Attorneys at Law

421 Orchard Street
Santa Rosa, California

F.L.G.
Is this of you?
interest

~~INTER~~
OFFICE COMMUNICATION

4/2

Armstrong CONTRACTING

March 30, 1965

5 4/4

To J. E. Zeller, Lancaster

From A. L. Stokely, San Francisco

Subject Del Furia
Industrial Accident Commission
State of California
Case 65 SRO 4243

ABH
Asbestos

4/1/65
CONSH

Attached is a copy of a letter received today, which is passed on for your information.

DJE

Ras



FIFTY YEARS OF SERVICE

**STATE
COMPENSATION
INSURANCE
FUND**

March 26, 1965

Industrial Accident Commission
514 Rosenberg Building
Fourth and Mendocino Streets
Santa Rosa, California

IN REPLY REFER TO:
Delfo Furia

Gentlemen:

Re: I.A.C. Claim No. 65 SRO 4243

Delfo John Furia vs. Western Asbestos and
State Fund, et al

At the hearing we intend to raise the issues checked below.
Should other defenses develop, we shall ask to put them in
issue:

- | | |
|---------------------------|----------------------------------|
| () Occupation | (X) Disability |
| (X) Injury | (X) Apportionment |
| () Insurance coverage | (X) Further medical treatment |
| * (X) Earnings, average | (X) Prejudicial lack of notice |
| () Lien | (X) Statute of limitations |

We expect the presentation of our evidence will require a
minimum of

We have made disability payments as follows: none. *Applicant is
requested to bring to the forthcoming hearing documentary evidence
of earnings for at least a three-year period preceding the date of
injury.

Very truly yours,

NJR:sr

MADIE J. ROSS
Attorney

c-Western Asbestos
c-McKenzie and Arata, Attorneys
c-Plant Rubber & Asbestos Works,
c-Travelers Insurance Company
c-Aetna Casualty & Surety Company
c-Armstrong Contract & Supply Company
c-Liberty Mutual Insurance Company
c-Claims Department

1-8

EXECUTIVE OFFICES: 525 GOLDEN GATE AVE., SAN FRANCISCO 1, CALIFORNIA

RECEIVED

RECEIVED

RECEIVED

EMPLOYER'S REPORT OF INDUSTRIAL INJURY

Complete in Triplicate and send immediately to

The Aetna Casualty and Surety Company

STATE OF CALIFORNIA

Department of Industrial Relations

Division of Labor Statistics and Research

220 MONTGOMERY STREET

SAN FRANCISCO 4, CAL.

Every question must be answered fully to avoid further correspondence. FAILURE TO FILE IS A MISDEMEANOR SUBJECT TO MAXIMUM FINE OF \$100. (Labor Code, Sections 6407-6413)

Every work injury to an employee which causes disability lasting longer than the day of the injury or which requires medical services other than first aid treatment must be reported within five days after the injury. If the injury results in death, a report must be made by telephone or telegraph directly to the Division of Labor Statistics and Research, San Francisco, not later than 24 hours after death.

EMPLOYER

1. Name (Give name under which concern does business) Armstrong Contracting & Supply Corp. Policy No. _____
2. Office address (No. and Street) 1000 Broadway (City or Town) South San Francisco
3. Nature of business (Main carrying on business, etc.) Industrial Installation 7-1-1232

DO NOT WRITE IN THIS COLUMN

Case No.

Employer No.

Industry

Age

Sex and Marital Status

Weekly Wage

County

Accident Date

Occupation

Accident Type

Agency

Agency Part.

Mech. Defect

Unsafe Act

Personal Defect

Nature of Injury

Location

Extent of Injury

Insurance Carrier

Report Lag

Coded by

INJURED EMPLOYEE

4. Name Del Furia Social Security No. 561-07-6235
5. Address (Street) 304 Garval Drive (City or Town) South San Francisco
6. Age 7 Sex: Check (V) Male X Female 8. Check (V) Married Single
9. Number of hours worked per day 8 per week 40 Number of days worked per week 5
10. Wages: \$ 5.41 per hour, or \$ per day, or \$ per week. (If earnings at irregular rate, such as piece work or on commission basis, enter actual average weekly earnings for convenient period not to exceed one year.)
11. If board, lodging, or other advantages furnished in addition to wages, give estimated value \$ per day, or \$ per week

ACCIDENT

12. Place of accident: (No. and Street) Claim of Asbestosis (City or Town) (County)
13. On employer's premises: (Yes or No) 14. Department
15. Date of accident 16. Hour of day A.M./P.M. 17. Did injury result in disability beyond day of accident? (Yes or No) 18. If yes, give date last worked 19. Was injured paid in full for this day? (Yes or No) 20. If injured in a mine, check (V) accident location: Surface Mill Underground Shaft

CAUSE OF ACCIDENT

21. Occupation (job title) Asbestos Worker Foreman 22. How long employed by you at this occupation? Check (V) Less than 6 months ; 6 months to 2 years ; over 2 years 23. What was employee doing when accident occurred? drill press, shoveling dirt, walking down stairs, etc. Unknown

24. How did the accident happen? (Describe fully, stating whether the injured person fell, was struck, etc.; give all factors contributing to accident. Use other side of report for additional space) Unknown

25. What machine, tool, substance, or object was most closely connected with the accident? (Name the specific machine, tool, appliance, gas, liquid, etc., involved)

26. If mechanical apparatus or vehicle, what part of it? (State if gears, pulley, motor, etc.)
27. Were mechanical guards, or other safeguards provided? (Yes or No) 28. Was injured using them? (Yes or No)
29. In what way was the machine, tool, or object defective?

30. What do you recommend for preventing this type of accident? (State the specific preventive measures that can be taken by employer and workers. Do not say, "By being more careful." Specify what should or should not be done)

NATURE OF INJURY AND PART OF BODY AFFECTED

31. (Describe in detail the nature of the injury and the part of the body affected. For example: amputation of right index finger at second joint, fracture of ribs, lead poisoning, dermatitis of left hand, etc.) Unknown

32. Name and address of physician Unknown
33. Name and address of hospital Unknown
34. Has employee returned to work? (Yes or No) 35. If yes, give date 36. At what wage? \$ per
37. Did injury result in death? (Yes or No) 38. If yes, give date
39. In case of death, give name and address of nearest relative

40. Is injured employee related to employer? No

Signed by Official position Dist. Rep.

Date of this report 3-15-65

Note, Del Furia left our employ February 27, 1964.

March 19, 1965

AIR MAIL

Mr. A. L. Stokely
Armstrong Contracting and Supply Corp.
304 Shaw Road
South San Francisco, California

Asbestosis

Dear Mr. Stokely:

Subject: Del Furia
 versus
 Baldwin, Ehret and Hill, et al
 Case No. 65 SRO 4243

Del Furia's employment dates were given in our letter of February 16 to The Aetna Casualty and Surety Company, a copy of which you received. His annual earnings are presented below.

1957	\$ 1,713.65
1958	7,834.16
1959	8,107.72
1960	8,803.80
1961	9,070.28
1962	9,885.64
1963	10,796.52
1964	2,064.56

Please pass this information along to The Aetna Casualty and The Travelers.

Very truly yours,

Wallace B. Hofferth
Assistant General Manager
Insurance Department

DEB

Mr. Fred L. Cardner, AC&S, Lancaster

INTER
OFFICE COMMUNICATION

Armstrong CONTRACTING

March 15, 1965

To J. E. Zeller, Lancaster

From A. L. Stokely, San Francisco

Subject Del Furia
SS No. 561-07-6235
Former Employee

*200
3/16/65*

We have been requested to furnish dates worked and amounts earned from ^{to} Aetna Casualty and Surety Company and Travelers Insurance Company for the above former employee. Del Furia left our employ 2-27-64.

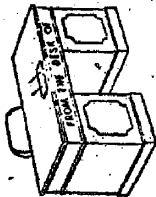
Would you please have this information forwarded to me as soon as possible.

DJE

Red

MAR 18 1965

FORM 1501 Printed in U.S.A.



WALLY HOFFERTH

Jan, could we have the employment record for Del Furia please?

561-07-6235

WRT

*1957 - 1,713.65
1958 - 7,834.16
1959 - 1,107.72
1960 - 9,803.50
1961 - 9,070.28
1962 - 9,555.64
1963-10,796.52
1964 - 2,064.56*

MAR 18 1965

March 17, 1965

The Aetna Casualty and Surety Company
220 Montgomery Street
San Francisco, California

Gentlemen:

Subject: Del Furia
versus
Baldwin, Ehret and Hill, et al
Case No. 65 SRO 4243

The enclosed Order Joining Party Defendant names The Aetna Casualty and
Surety Company and Travelers Insurance Company as party defendants in
above entitled case.

Very truly yours,

Wallace B. Hofferth
Assistant General Manager
Insurance Department

DEB

Enclosure

The Travelers Insurance Company
550 California Street
San Francisco 4, California

Mr. A. L. Stokely
Armstrong Contracting and Supply Corp.
304 Shaw Road
South San Francisco, California

Mr. Fred L. Gardner, AC&S, Lancaster

MBH

~~INTER~~

~~OFFICE COMMUNICATION~~

MBH

Armstrong CONTRACTING
March 12, 1965

To J. E. Zeller, Lancaster

From A. L. Stokely, San Francisco

Subject Industrial Accident Commission
State of California
Case No. 65 SRO 4243
Del Furia

Attached is Order Joining Party Defendant received recently.

3/16/65
Walt
DJH

Rob

March 8, 1965

The Aetna Casualty and Surety Company
220 Montgomery Street
San Francisco, California

Gentlemen:

Subject: Del Furia
versus
Baldwin, Ehret and Hill, et al

Armstrong

In our letter of February 16, we presented the information requested by Liberty Mutual Insurance Company, insurer for Baldwin, Ehret and Hill Company. The following papers are now enclosed:

1. Application filed by Del Furia for benefits under the California Workmen's Compensation Act.
2. Notice of Change in Place or Time of Hearing setting March 25, 1965 at 9:00 a.m. in Room 514, Rosenberg Bldg., Santa Rosa as the time and place of the initial hearing.
3. Order Joining Party Defendant in which Armstrong Contracting and Supply Corporation among others is named.

For additional information on Del Furia's employment with Armstrong Contracting and Supply Corporation, we suggest you call upon Mr. A. L. Stokely, manager of its San Francisco district office located at 304 Shaw Road, South San Francisco, California.

Very truly yours,

Wallace B. Hofferth
Assistant General Manager
Insurance Department

WBB

Enclosures

Mr. A. L. Stokely
Armstrong Contracting and Supply Corp.
304 Shaw Road
South San Francisco, California

Mr. Fred L. Gardner, AC&S, Lancaster

STATE OF CALIFORNIA
INDUSTRIAL ACCIDENT COMMISSION

JAN 14 1954
FILED
SANTA ROSA, CALIF.

APPLICATION

FILE SIGNED ORIGINAL AND SIX COPIES
(NAME FIRST OR TRUE NAME AND ADDRESS)

CASE NO 65 SRO 04238

DEL FURIA

APPLICANT

3904 Carvel Drive

APPLICANT'S ADDRESS

Santa Rosa, California

Social Security No. 551-07-0235

410 Talbert Avenue

EMPLOYER'S ADDRESS

Daly City, California

BALDWIN, EHRET & HILL

EMPLOYER

LIBERTY MUTUAL INSURANCE COMPANY

EMPLOYER'S INSURANCE CARRIER

216 Pine Street

EMPLOYER'S CARRIER'S ADDRESS

San Francisco, California

1. Del Furia, 8/24/11, alleges that while employed on 11/12 1951
NAME OF EMPLOYEE DATE OF BIRTH DATE OF INJURY
as an insulation foreman at Santa Rosa, California,
OCCUPATION AT TIME OF INJURY CITY, TOWN OR PLACE WHERE INJURY OCCURRED TO
Baldwin, Ehret and Hill, he sustained injury arising out of and in the course of the employment, to wit: continued and deep inhalation of insulation material resulting in
FACE OF EMPLOYER EXPLAIN HOW INJURY WAS RECEIVED
asbestosis affecting both lungs
STATE WHAT PARTS OF BODY WERE INJURED AND SUBSEQUENT RESULTS
2. Liberty Mutual Insurance Company was the employer's insurance carrier on date of injury.
NAME OF INSURANCE COMPANY OR, IF QUALITY NOT ASSURED, STATE INSURANCE RELATIONSHIP OF EMPLOYER
3. November 16, 1951 to present Not returned 1/12/54
PERIODS OF YOUR TIME TO THE INJURY DATE INJURY RETURNED TO WORK DATE LAST RECEIVED PAYMENT
4. Was compensation paid? No None Unknown None
YES OR NO TOTAL PAID WEEKLY RATE RATE OF LAST PAYMENT
5. Earnings at time of injury \$254.00 @ week The base of pay was \$5.00 per hour
DOLLARS OR CENTS PER HOUR OR WEEK STATE PAY PERIOD OR OTHER FACTS CONCERNING PAY AND PAYEE
6. Was medical treatment needed? YES Who furnished treatment? Employer and
YES OR NO
Blue Cross medical insurance
GIVE NAMES OF DOCTORS WHO TREATED THE INJURY AND STATE WHO PAID THEIR BILLS

7. This application is filed to determine liability for:

- a. Temporary disability YES b. Permanent disability NO c. Medical treatment YES d. Medical costs YES
YES OR NO YES OR NO YES OR NO YES OR NO
- e. Litigation expense NO f. None
YES OR NO

WHEREFORE, it is requested that a time and place be fixed for hearing and that an award be made granting such relief as may be proper under the Workmen's Compensation Laws of California.

Dated at Santa Rosa, California, January 13, 1954

Hearing requested at Santa Rosa, California

Number of witnesses 2

Signature of Applicant Del Furia

1/22/54 All parties met

DEL FURIA

APPLICANT'S SIGNATURE

McKENNA and WATTS

Attorneys at Law

421 Graham Street

Santa Rosa, California

542-2047 ATTORNEYS AT LAW AND TELEPHONE NUMBERS

Before the Industrial Accident Commission of the State of California

DEL FURIA,

Case 65SRO 4243

Applicant

vs.

BALDWIN, EHRET & HILL, and
LIBERTY MUTUAL INSURANCE COMPANY,

Defendant

Notice of Change
in Place or Time
of Hearing

FILED
MAR 24 1965
DATE
BY

NOTICE TO ALL PARTIES

You are hereby notified that the time and place for the hearing in the above entitled action has been changed to and will be held at

Room 114, Rosenberg Bldg., Santa Rosa

March 25, 1965 at 9:00 a.m.

NON-RATING PRETRIAL - NO WITNESSES EXCEPT APPLICANT

Dated at Santa Rosa
3/24/65

INDUSTRIAL ACCIDENT COMMISSION

Note: No continuance will be granted except for unusual circumstances and then only with the consent of all parties. No requests for a continuance will be considered unless presented in writing within 5 days from the date of service of this notice.

DATE 2/24/65

Served all parties on Official Address Record.

vmd

Case No. 15-243-503

V3.

Order Joining Party

Defendant

HANCOCK, WEST & ALLEN, and
 SECURITY NATIONAL TRUST CO BANK, and
 FIRST NATIONAL and INSURANCE CO.,
 and J. H. HANCOCK, and J. H. HANCOCK
 & SONS CO.,

Defendants

Good Cause Appearing Therefor:

IT IS HEREBY ORDERED THAT

BAKER, HENRY AND COMPANY, INC.,
 1000 BROADWAY, NEW YORK, N.Y.
 NATIONAL BAKING CO.

be joined as a party defendant in the above entitled cause.

Ref: 22

INDUSTRIAL ACCIDENT COMMISSION

WFO 44-38861 DocId: 34097403

[illegible]

INTER /
OFFICE COMMUNICATION

FLG.
Jimmie
please ?
Dundee

Armstrong CONTRACTING
March 2, 1965

To J. E. Zeller, Lancaster
From A. L. Stokely, San Francisco
Subject Industrial Accident Commission
State of California
Case No. 65 SRO 4243
Del Furia

3/4/65
J
To 7784
3/4/65
-47

Attached are papers received today concerning a claim of asbestosis by Del Furia.

3/5/65
WJS

In the recent past, a letter from Liberty Mutual Insurance Company to myself requesting information on Furia was forwarded to Fred Gardner. He forwarded this letter to Mr. Hoefferth of the Insurance Department of the Cork Company, who in turn gave some of the requested information to the Aetna with a carbon copy to Travelers, informing them if they wish to provide the information to Liberty Mutual that they were free to do so.

As you know, Del was one of our better Foreman for some time, and used the Korfund and Limpet spray at the San Jose Sewage Treatment plant. We know that he had lung surgery in the recent past and the papers indicate that he has filed a claim of asbestosis.

DJE

Red

W. J. [unclear]

February 16, 1965

AIR MAIL

The Aetna Casualty and Surety Company
220 Montgomery Street
San Francisco, California

Gentlemen:

Subject: Del Furia, Employee
Baldwin Ehret and Hill Company
S.S. 561-07-6235

The enclosed letter from Liberty Mutual Insurance Company requests information on one of our former employees, Mr. Del Furia, S.S. 561-07-6235. Rather than submit the information directly, we thought it should clear through you since your company has insured our compensation risk since January 1, 1963.

The Travelers was our workmen's compensation insurer from 1/1/52 to 1/1/63. If you decide that the information we have listed below should be sent to Liberty Mutual, would you please send a copy of your letter to The Travelers' San Francisco office so it will be put on notice of this possible workmen's compensation claim.

Mr. Del Furia was employed out of the San Francisco Office during the following periods. His reason for leaving our employment in each instance is cited.

10/16/57 - 12/19/62	Sick
12/27/62 - 10/7/63	Sick
11/4/63 - 2/27/64	Quit

Neither the job title nor the rate of pay was available from the employment record from which the above periods of employment were obtained.

The procedure for hiring employees in the insulation contracting field is to obtain them through local union hiring halls. Because of this, we do not have the names of any former employers because no employment application is involved nor were there any preemployment physicals or X-rays taken to the best of our knowledge.

February 16, 1965

The following industrial injuries were reported:

2/14/58	\$ 8.25	Medical - Cause of injury unknown
3/14/58	35.71	Temporary Total
	185.66	Medical - Foreign body in eye
3/8/59	CWP	Foreign body in eye
1/19/60	68.18	Dermatitis
3/10/61	25.14	Foreign body in eye
3/30/62	6.00	Medical - Cause of injury unknown

Our records do not give the reason why Mr. Furia left our employment. Please let us know how you elect to handle Liberty Mutual's request.

Very truly yours,

Wallace B. Hofferth
Assistant General Manager
Insurance Department

DHB

Enclosure

Mr. A. L. Stokely
Armstrong Contracting & Supply Corp.
304 Shaw Road
South San Francisco, California

Mr. Fred L. Gardner, AC&S, Lancaster

Del Suria

San Fran

10/15/57

~~-12-10-57~~

~~Reg~~

~~3-2-58~~

12-19-62

E Sick

12/20/62

- 10-2-63

E Sick

11/1/63

- 2-27-64

B Quit

2/14/58

6.25 Medical

unknown

3/11/58

35.71

TT

foreign body in eye

185.66

Medical

3/8/59

6.00

foreign body in eye

1/19/60

68.18

Permethrin

3/10/61

25.14

foreign body in eye

3/30/62

6.00

pool

unknown

MBH
Dev Plume 7/10/65
246
~~INTER~~
OFFICE COMMUNICATION

and
Armstrong CONTRACTING
February 8, 1965

To P. L. Gardner, Lancaster

From A. L. Stokely, San Francisco

Subject Del Furia
Social Security 561-07-6235

I attach a letter received today from Liberty Mutual, evidently carriers for insurance from Baldwin Ehret Hill.

Del Furia was a former employee of ours, that went over to Baldwin Ehret Hill. I understand that at the end of last year he had a very serious operation involving the removal of one lung. I am assuming that there is some possibility of Asbestosis.

2/11/65
WJH
I am not aware whether we would give an insurance carrier for a competitor this type of information, requested in their letter. It would appear to me that their main objective would be to subrogate the costs if employers were at fault.

Your advice will be appreciated.

DJH

Del



**LIBERTY
MUTUAL**



INSURANCE COMPANY

Home Office: Boston

February 3, 1965

Armstrong Contracting and Supply Corp.
304 Shaw Road
South San Francisco, California

Re: Del Furia - Baldwin, Ehret and Hill
File No.: C661-95140R

Attn: Payroll and Personnel Department

We are investigating a claim submitted to us by Mr. Del Furia as a result of his employment by the Baldwin Ehret and Hill Company. He indicates that he was formerly employed by your company from 1957 to 1958. For your identification, I am including his Social Security Number which is 561-07-6235, and his date of birth which is 8/24/11.

Will you kindly check your employment records and indicate to us the following information:

1. Please confirm dates of employment, job title, and rate of pay if possible.
2. Please list the names of any former employers which may be indicated on his Employment Application. - *Not on record - from union locals.*
3. Please list the addresses of any former employers indicated by Mr. Furia while he was employed by your company. - *Not available same reason as # 3*
4. Was a pre-employment physical examination made, and if so, may we have a copy of this record. If not, may we have the name of the examining physician and his address. Also, if any X rays were made of Mr. Furia's lungs, may we have a copy of these or access to them. - *None by us - unknown if required by union local.*
5. Did Mr. Furia report any industrial injuries while in your employment and if so, what was the nature of these injuries.
6. What reason did Mr. Furia indicate for leaving your employment.

Thank you very much for your cooperation in this matter.

E. J. Christiansen
E. J. Christiansen

d

EJC:mjs