

FILE NAME: Johns-Manville (JMA)

DATE: 1978

DOC#: JMA399

DOCUMENT DESCRIPTION: Workers Compensation Claims Contract
Unit, Part 1 of 2

PAUL BERTE
FIRST DISTRICT
ROBIN WALLER
SECOND DISTRICT
HARRY KOLETSKY
THIRD DISTRICT
JOHN ARCUDI, CHAIRMAN
FOURTH DISTRICT
EDWARD BRADLEY
FIFTH DISTRICT
EDWARD D. O'BRIEN, SR.
SIXTH DISTRICT
THOMAS J. HAGUE
SEVENTH DISTRICT
VINCENT TISI
COMMISSIONER AT LARGE



State of Connecticut
WORKMEN'S COMPENSATION
COMMISSION

OFFICE OF
A. PAUL BERTE
COMPENSATION COMMISSION
FIRST DISTRICT
99 PRATT STREET - ROOM
HARTFORD, CONNECTICUT
TELEPHONE: 866-4154

NOT A J-M DOC

August 21, 1978

Mr. Barry I. Castleman
Environmental Consultant
1738 Riggs Place
North West, Washington, D.C. 20009

RE: Request for copy of AWARD BY
STIPULATION approved December 20, 1955
in the Workmen's Compensation Claim
Edward Campbell vs. Scoville Manufacturing Company
et. al.

Dear Mr. Castleman:

In response to your letter dated August 2, 1978 requesting
a copy of the settlement agreement in the above referenced
matter, enclosed with this letter is a certified of the
requested agreement.

If you have any questions concerning the above or if this
office may be of further assistance, please do not hesitate
to write or telephone.

Very truly yours,

A. Paul Berte

A. PAUL BERTE
Compensation Commissioner
First District

APB/ghd

ENCLOSURE

EDWARD L. CAMPBELL
of Waterbury, Connecticut

CLAIMANT

: CORAM

vs.

SCOVILL MANUFACTURING CO.
of Waterbury, Connecticut
(self-insured) et al

EMPLOYER

: WORKMEN'S COMPENSATION
COMMISSIONER

: HON. A. PAUL BERTE

: STATE OF CONNECTICUT
FIRST DISTRICT

RESPONDENT : August 21, 1978

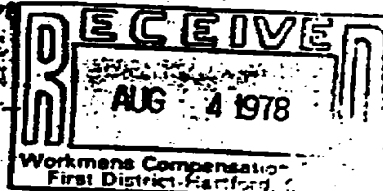
THIS IS TO CERTIFY that the attached AWARD BY
STIPULATION approved December 20, 1955, is a true copy
of the original on file in this office in this matter.

A. Paul Berte

A. PAUL BERTE
Workmen's Compensation Commissioner
First District

August 2, 1978

Commissioner A. Paul Burte
Workmen's Compensation Commission
99 Pratt Street
Hartford, Connecticut 06103



Dear Commissioner Burte:

ok
Pursuant to my discussions with Mr. Larry Filkoff, I am writing to request an official copy of the settlement agreement for Edward Campbell. Mr. Campbell was compensated for asbestosis under a compromise settlement approved December 20, 1955, and his case was number N-24318.

I make this request on behalf of the Asbestos Workers International Union, in particular for Mr. Roy Steinfurth of the union's Washington office. As I explained to Mr. Filkoff, records of these compensation cases are powerful evidence that the companies manufacturing asbestos insulation knew the products were harmful — yet there were no warnings provided to product users until 1964. Members of the union are presently afflicted with cancer and asbestosis, and are trying to obtain compensation from the responsible companies under product liability laws.

Your prompt attention to this request would be deeply appreciated, as cases are coming before the courts all the time.

Sincerely yours,

Barry Castleman

initial
APB
8/14/78

TO WHOM IT MAY CONCERN:

The following is a report of events from 1949 to 1955 on Edward Campbell, Todd Road, Wolcott:

Edward Campbell's first admission was on 10-20-49 to Waterbury Hospital at which time he was admitted for coughing and congestion of the lungs. The patient stated that for the last 5-7 years, he has had a chronic cough with expectoration of fairly large amounts of thick, gray sputum throughout the day. It amounted to perhaps a quarter of a glassful. This has been progressively worse over the past few years, and for the past six weeks, the patient has complained of a tight and rather severe pressure feeling that the patient states is congestion in the anterior chest. During this time, he stated that his cough had diminished if anything and is not as productive as it was before. During the past five months, the patient thinks he has had much more dyspnea, until now he has trouble climbing a flight of stairs. His ankles do not swell, and he sometimes sleeps with one pillow with no noticeable orthopnea. He has had no paroxysmal nocturnal dyspnea. He has never had any palpitation of pain down his left arm. He has had no loss of weight, no bloody sputum, sweats or elevation of temperature. About a month prior to this admission, the patient was admitted to St. Mary's Hospital for the same complaints. The same studies were made on him and the patient was told that he had fibrosis of the lungs. On this admission, x-rays were done and showed findings most suggestive of fibrosis which could be on a sillocotic basis in view of the fact that the patient for about 20 years, has been laying asbestos pipe covers as his profession. He claims there is insufficient dust to promote such a process. Although it could be not from the asbestos, it could be a non-specific fibrositis. It did not appear as though there was any malignancy. The patient was given streptomycin and penicillin. At no time did he have an elevation and his albumin was negative. Blood count was essentially normal and his blood chemistry was normal. An EKG was done which showed a suggestion of some coronary insufficiency although by physical examination, this was not beared out. The patient was discharged home after six days in the hospital, quite improved. He was discharged on 10-26-49. X-ray report of his chest showed that there was both a streaky and nodular infiltration throughout both lung fields, which seems to be most marked in the lower half of his lung fields. The hila are somewhat prominent but not especially so. The heart does not seem to be enlarged. The left diaphragm was slightly elevated. The right diaphragm was normal in position, the costophrenic sinus on the right is obliterated. The findings are most suggestive of fibrosis, which could be on a sillocotic basis. The patient's previous occupation should be investigated. This could also be a non-specific fibrositis. This was the report of 10-20-49.

The patient was again admitted April 2, 1951, to Waterbury Hospital. At that time, he had a bronchoscopy done. A bronchogram was done at which time the patient was highly uncooperative. It was impossible for him to stop coughing. As a result, most of the lipiodol was coughed up and swallowed. Approximately 30 cc. of lipiodol was ingested in this fashion. As a result, the bronchogram was relatively unsatisfactory. Certain portions were visualized and they are as follows: the main branches of the left upper and left lower lobes, and the right upper, middle and lower lobes are visualized. These do not show any evidence of any spacetaking lesion. There is only partial peripheral filling of the bronchi, going to the lower lobe posteriorly. These do show some questionable minimal dilatation, terminally suggested possible minimal bronchiectasis. The findings, however, are certainly insufficient to be absolutely sure.

An x-ray of his chest was done prior to the bronchogram and there appears to be a very fine nodular pattern noted throughout both lung fields extending from the apex down to the diaphragm. In addition to that, there is an increase streak density extending out from both hilar areas. The costophrenic sinus is shallow on the right side. The diaphragm is in normal position. This lung has the appearance of some interstitial fibrosis. This patient apparently has been an asbestos hanger for 30 years. It could be possible that this represents an asbestosis. The patient at this admission had a G.I. Series which was negative; he had a G.B. Series, which was also negative. The patient had a sputa done which showed no tuberculosis or acid fast bacilli. His blood chemistry and serology were negative. His urine was negative. His count was relatively normal, sed rate was slightly elevated and he had a EKG done which showed normal tracings at this time.

His third admission was 8-12-52, at which time the patient again was admitted to the hospital with a complaint of difficulty in breathing. He was very much improved from the last admission until approximately two weeks ago when he went back to work. He had been relatively free of shortness of breath, cough, as mentioned previously. The patient stated that since admission, he had been taking square purple tablets which dissolved on his tongue. He has had only occasional difficulty in breathing since then. This recent episode, he describes as being quite severe and characterized by gasping for breath, and a great deal of difficulty in breathing. He has had a productive cough and chest pain on the right which comes on while moving in a certain position, not while coughing. His shortness of breath is so bad that he could not walk upstairs at all without stopping and gasping for breath. He has had some difficulty in night breathing of late. He was advised by me to be admitted for further evaluation

and treatment. On this admission of 8-12-52, the patient had a repeat chest x-ray done which showed a non-specific diffuse fibrosis which was seen again. This was associated with some bleb formation. The hilar shadows were prominent, and there are some calcific densities. This could be due to silicosis. This patient has apparently worked in an asbestos plant for 30 years. The diagnosis is asbestosis - no new evidence of inflammatory or infiltrative lesion.

The patient was discharged from the hospital after 8 days hospitalization. Discharge date was 8-20-52.

Previous to this, there was an admission on 11-20-51, at which time the patient was admitted to the hospital and remained in the hospital for 7 days for treatment of shortness of breath. At this admission, he gave a history of having been an asbestos worker for the past 30 years. He developed cough during the Winter and has shortness of breath on walking. With this episode, he became suddenly dyspneic and was brought to the hospital where a chest plate was done which showed no gross evidence of any pleural effusion. The lung fields were relatively clear but previous x-rays and from the history, this patient definitely has an asbestosis. A picture of the abdomen was done for fluid, but none could be determined. He has had rales and some cyanosis of his face and nails. Heart rate was normal. EKG was done which showed a normal EKG. He was given some bronchial relaxants and was given some ammonium chloride for weight loss and given demerol and placed on sedation. He progressed very satisfactorily, was able to walk for a distance of the hallway in the hospital, and was sent home on some benylin expectorant, a form of antihistamine cough syrup. The patient is to be under observation for some asbestosis.

Patient had another admission 12-10-51 and his discharge date was 12-20-51, a total of 10 days in the hospital. His complaint at that time was shortness of breath, cough, and feeling of congestion in the chest. This was the patient's fourth WH admission. On this admission, further x-ray checkups were done and blood work which were normal. Diagnosis of asbestosis was made again. At this trip to the hospital, he was placed on some ACTH which gave him some dramatic relief and the patient was very much improved. However, this is very much guarded since his condition is permanent and he will, of necessity, take either cortone or ACTH for his pulmonary fibrosis or silicosis or asbestosis as it is called.

The patient was admitted to WH again 12-30-52 and discharged 1-20-53. The usual complaint of shortness of breath, cough, tightness about the chest and inability to climb stairs was made.

On this trip again, G.I. Series was done which was essentially negative. An x-ray was done on 12-30-52, which showed no apparent change in the appearance of the chest at this time since the last examination of 8-13-52 or 4-3-51. The films showed diffuse nodular pattern associated with streaking which was seen throughout both lung fields. This had the appearance of sillicosis as stated previously. EKG was again repeated which showed a normal heart. The patient was given elixir or turpin hydrate for cough at this time, was given neopenil, a form of penicillin for pulmonary conditions. He got some relief, especially from the ACTH drug which was given to him. The patient was discharged, very much improved.

This patient's last admission was 12-3-54 with the complaint of cough, shortness of breath. He was brought in chiefly for check-up on his x-ray of the chest. X-ray was done which a progression of the pneumoconiosis which was previously described. The high shadow appears slightly larger than on previous examination. His blood chemistry was essentially normal. Blood count was normal, urine was negative. Sputum was done again for asbestos bodies but none were found. He was placed on 20 units ACTH daily and sent to the Respiratory Clinic daily. This was a new clinic started here in Waterbury Hospital whereby he was given drugs by inhalation which gave him a great deal of relief. He was sent home in 14 days feeling considerably improved.

Since his discharge from the hospital, he has been coming to the office quite regularly, about one time a week or once every 10 days and given 40 units of ACTH which gives him a feeling of well being plus greater distance of walking without undue dyspnea and cough. However, when the drug wears off, the patient again reverts to his shortness of breath, cough, inability to sleep at night. This patient's condition is guarded from his history of over 30-35 years of exposure to asbestos and having inhaled the dust for so many years, he has definite pathology in his chest which is progressively worse and in view of the patient's age with considerable hardening of the arteries, which is a natural process, and the shortness of breath, his heart will ultimately become affected and the patient is going to be in a somewhat suffocating situation.

Diagnosis: Asbestosis of Sillicosis of his Lungs.

/s/ Dr. Edward Lewicki

EL/jfg

ARTHUR B. O'KEEFE

JOSEPH E. BOVE
DOUGLAS B. JOHNSON
ARTHUR B. O'KEEFE, JR.
HUBERT C. O'KEEFE
EDWARD T. FALSEY, JR.
MARSHALL N. DUBLEY

O'KEEFE, JOHNSON & O'KEEFE
ATTORNEYS AND COUNSELORS AT LAW
132 TEMPLE STREET
NEW HAVEN, CONNECTICUT
ROOM 10

TELEPHONE STATE 7-2171
CABLE ADDRESS "DART"

7124318
October 5, 1955

Hon. Leo J. Noonan
Workmen's Compensation Commissioner
54 Church Street
Hartford, Connecticut

OCT 6-1955

Dear Commissioner Noonan:

We have this day been advised by The Employers' Group Insurance Companies of 132 Temple Street, New Haven, Connecticut that a Hearing is scheduled for November 7, 1955.

Kindly enter our Appearance for the following:

1. Rhode Island Covering Company.
2. Universal Insulation Company.
3. Johns Manville, Inc. of Mass.

Thank you.

Very truly yours,

O'KEEFE, JOHNSON & O'KEEFE

Arthur B. O'Keefe
ARTHUR B. O'KEEFE

ABO:gem

LAW OFFICE OF
NORMAN ZOLOT
2507 WHITNEY AVE.
HAMDEN, CONNECTICUT
TEL. ATWATER 8-1520

AUG 1 1955

July 30, 1955

Leo Noonan, Esq.
Workmen Compensation Commissioner
First Congressional District
54 Church Street
Hartford, Connecticut

Re: Edward L. Campbell

Dear Commissioner Noonan:

It is with a great deal of embarrassment that I write you again to request a further postponement in the above matter. Joe Murphy, business agent for the Asbestos Workers, who was present at the first informal hearing desires to be present at our, but he will be attending a convention on the date of the hearing in Pittsburgh.

Would you therefore please set this down for another date.

The only period I have committed now in the week of September 12th at which time I will be at New London.

Thank you.

Very truly yours,

Norman Zolot
Norman Zolot

Sept 23
10:50

EDWARD S. LEWICKI, M.D.

888 NORTH MAIN STREET
WATERSURY, CONNECTICUT

PHONE 3-8900

1/26/55

To Whom It May Concern: -

Mr. Edward Campbell has been treated by me for the past 5 to 7 years for Asbestosis. He has been hospitalized about 4 times ranging 4 to 14 days at each admission.

From his history of exposure to asbestos for past 35 yrs he gradually is getting progressively worse complaining of shortness of breath, cough, loss of appetite and fatigability. His last admission was in Dec 54 where repeat X rays of chest were made and compared to previous X rays show the condition of "asbestosis" much more progressive.

On the new ACTH drug and treatment at the Respiratory Clinic he felt improved temporarily - however that is merely symptomatic relief and I believe his condition to be worse and the prognosis is not too good.

Yours Truly

Edward Lewicki, M.D.

[illegible]

(2)

I worked for John. Dunnville in Bristol, The first
I had in 1912 or 1913 and worked for the
until I went to work for Hensby - After Hensby
I worked for Lotz, who bought Hensby out; Lotz
was also in Hartford - I worked for Lotz on all
for 5-6 years - I was also with Hensby as
liaison for 2-3 years in the mid thirties -
After that I worked for the Insulation Co. of
Hartford, and Homestead of Hartford. Also worked
for Armstrong Cork, that was my last job, for
four or five years -

About ten years ago I had a bad cold, and
was under a doctor's care for awhile. I got on
it pretty good and had no other illness until a
year ago I have always worked steadily - I
never been fired or lost time - I have always
been in good health, never hospitalized by
Dr. Lewicki felt that the asbestos I have handled
over the years has caused my asbestosis -

This report is correct as near as I can
remember.

I have a copy of same

Edward L. Campbell

EDWARD L. CAMPBELL
of Waterbury, Conn.

CLAIMANT

CORAM

vs.

SCOVILL MANUFACTURING CO.
of Waterbury, Conn. (self-insured)

Employer

ROBERT A KEASBY
of New York, New York

Employer

HARTFORD ACCIDENT &
INDEMNITY CO.
of Hartford, Conn.

Insurer

ASBESTOS DISTRIBUTORS CORP.
of Bridgeport, Conn.

Employer

UNITED STATES FIDELITY &
GUARANTY CO.
of Hartford, Conn.

Insurer

GENERAL ACCIDENT FIRE &
LIFE ASSURANCE CORP., LTD.
of Hartford, Conn.

Insurer

HARTFORD ACCIDENT &
INDEMNITY CO.
of Hartford, Conn.

Insurer

INSULATION COMPANY
of West Hartford, Conn.

Employer

LIBERTY MUTUAL INSURANCE CO.
of Manchester, Conn.

Insurer

GLENS FALLS INSURANCE CO.
of Hartford, Conn.

Insurer

NEW AMSTERDAM CASUALTY CO.
of Boston, Mass.

Insurer

AETNA CASUALTY & SURETY CO.
of Hartford, Conn.

Insurer

TRAVELERS INSURANCE CO.
of Hartford, Conn.

Insurer

JOHNS-MANVILLE CORP.
of New York, New York

Employer

EMPLOYERS' LIABILITY ASSUR-
ANCE CORP.
of New Haven, Conn.

Insurer

COMPENSATION COMMISSIONER

FIRST, SECOND, THIRD, FOURTH
AND FIFTH CONGRESSIONAL
DISTRICTS
(Hon. Leo J. Noonan, 1st District,
acting)

DEC 20 1955
DECEMBER 20, 1955

ARMSTRONG CORK CO.
of Lancaster, Penna.

Employer

STANDARD ACCIDENT INSURANCE CO.
of Waterbury, Conn.

Insurer

RHODE ISLAND COVERING CO.
of Providence, R. I.

Employer

EMPLOYERS LIABILITY ASSUR-
ANCE CORP.
of New Haven, Conn.

Insurer

A. W. BANCROFT
of Reading, Mass.

Employer

ROYAL INDEMNITY CO.
of New Haven, Conn.

Insurer

UTICA MUTUAL INSURANCE CO.
of Hartford, Conn.

Insurer

HOMESTEAD INSULATION CO.
of Hartford, Conn.

Employer

AETNA CASUALTY & SURETY CO.
of Hartford, Conn.

Insurer

RICHMOND ASBESTOS CO., INC.
of Maspeth, L. I., N. Y.

Employer

HARTFORD ACCIDENT &
INDEMNITY CO.
of Hartford, Conn.

Insurer

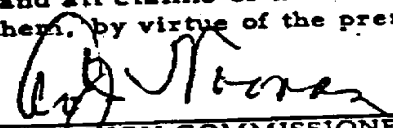
RESPONDENTS

APPEARANCES: The claimant was represented by Norman Zolot, Esq.,
2607 Whitney Avenue, Hamden, Conn.; the respondents by their various
representatives.

AWARD BY STIPULATION

Upon the within and foregoing Agreement being this day submitte
to and examined by the Undersigned, I find the same is a just and reasonab
settlement of a disputed claim and ought in all respects to be ratified and
confirmed.

WHEREUPON, IT IS ORDERED, ADJUDGED AND AWARDED th
compliance with this Agreement shall constitute a full, final and complete
settlement, accord and satisfaction of any and all claims of the claimant
herein against the respondents, or any of them, by virtue of the premises
is hereby ratified.



COMPENSATION COMMISSIONER

**AGREEMENT OF ADJUSTMENT
AND
STIPULATION FOR AWARD**

A contract of employment was in force between Edward L. Campbell hereinafter referred to as the claimant, and Insulation Company on or about August, 1953, and prior thereto, the claimant had worked for the various employers set out in the caption hereof.

All of these parties were subject to the provisions of the Compensation Act and the employers herein had complied therewith by insuring their compensation liability with the insurers set out in the caption hereof, except Scovill Manufacturing Company, which was a duly qualified self-insured at the time in question.

Pursuant to due and regular notice, the above entitled case was assigned for a hearing before the Compensation Commissioner for the First Congressional District, acting also for the Commissioners for the Second, Third, Fourth and Fifth Districts, who were duly disqualified, on November 1955, on which date a conference was held between the attorney for the claimant and the representatives of the respondents with Commissioner Noonan in order to compromise the entire case.

At this conference, it was the claimant's contention that he had worked for many years for the various employers set out in the caption hereof that, as a result of his employment, he contracted an occupational disease, to wit: asbestosis; that he became disabled therefrom on or about August 19, 1953, and has remained disabled to the present date, is still disabled and will continue to be disabled for an indefinite time in the future; that he has incurred considerable expense for medical and hospital treatment; that he has been rendered totally and permanently incapacitated; and that he will require further medical treatment and hospital care in the future.

Alleging that he had sustained an occupational disease that arose out of and in the course of his employment, the claimant sought compensation for disability, past, present and future, both total and partial, compensation for permanent condition and payment of all the reasonable medical, surgical, hospital, sanatorium and incidental bills incurred and to be incurred in connection with the treatment of his condition.

The respondents, however, denied that the claimant had sustained any occupational disease that arose out of and in the course of his employment with the employers herein. Each employer maintained that the claimant's employment with it was not a substantial factor in causing or aggravating the claimant's condition. The respondents set forth that the claimant was unable to establish any dates as to his employment with the various employers herein and that he could never maintain his burden of proof as to when and where he worked and for whom. The respondents further contended that the claimant had filed no written claim for compensation within the period of one year from the date of his first manifestations of symptoms of his occupational disease and that, therefore, the claim was outlawed by reason of the statute of limitations. Many of the employers further maintained that the claimant had never filed a claim for compensation within a period of five years after leaving the employment and that the claim was further outlawed for that additional reason. The respondents further denied the extent of the claimant's disability, as alleged. Each respondent denied that its employment had caused or produced any permanent condition, but if so, denied the extent thereof.

However, in view of the number of technical, legal and medical questions that were involved, and in view of the other doubts in the case, as

outlined by the claims of the parties hereto, it is hereby agreed and understood by and between the claimant, the employers and insurers herein, all parties to the controversy, that while their respective claims are made in good faith, the claim is a disputed one and that its results, if fully prosecuted would be doubtful.

WHEREFORE, it is agreed by and between the parties hereto that the respondents shall pay to the claimant the sum of Six Thousand (6000) Dollars, the same to be in full, final and complete settlement, adjustment, accord and satisfaction of all claims which the aforesaid claimant might otherwise have against the respondents, or any of them, and to be made and accepted in lieu of all other compensation payments, in accordance with the language of our Act.

It is hereby agreed and understood that said settlement of Six Thousand (6000) Dollars shall be divided and apportioned among the respondents herein as follows, to wit:

Scovill Manufacturing Co. (self-insured)	
Hartford Accident & Indemnity Co. for Robert A. Keasby, Asbestos Distributors and Richmond Distributors	\$600.00
United States Fidelity & Guaranty Co. for Asbestos Distributors	250.00
General Accident Fire & Life Assurance Corp., Ltd. for Asbestos Distributors	250.00
Liberty Mutual Insurance Co. for Insulation Company	250.00
Glens Falls Insurance Co. for Insulation Company	250.00
New Amsterdam Casualty Co. for Insulation Company	250.00
Aetna Casualty & Surety Co. for Insulation Company and Homestead Insulation Co.	600.00
Travelers Insurance Co. for Insulation Company	600.00
Employers' Liability Assurance Corp. for Johns- Manville Corp. and Rhode Island Covering Co.	800.00
Standard Accident Insurance Co. for Armstrong Cork Co.	850.00
Royal Indemnity Co. for A. W. Bancroft	800.00
Utica Mutual Insurance Co. for A. W. Bancroft	250.00
	<u>\$6000.00</u>

The payment of said sum of Six Thousand (6000) Dollars shall be made and accepted as a full and final settlement for all compensation for said occupational disease and for all results upon the claimant, past, present and future, and for all claims for past, present and future medical, surgical, hospital, sanatorium and incidental expenses and all compensation which may

be due to anyone in case of the death of the claimant, to the end that the payment of such sum shall constitute a complete satisfaction of all claims due or to become due at any time in favor of anybody on account of the claimed occupational disease, or on account of any condition in any way resulting out of the said condition, or on account of the death of the claimant on account of said condition.

It is expressly understood and agreed that the payment of said sum of Six Thousand (6000) Dollars is in full accord and satisfaction of a disputed claim and is not an admission of any liability by the respondents, or any of them.

It is further stipulated and agreed that, before the claimant signed this stipulation, he read it, or the same was read and interpreted to him in a language that he understands, and he knows that it is a full and final settlement and that it is intended to deal with any and all conditions, known or unknown which exist as of the date hereof, or any changes of conditions which may arise in the future on account of said occupational disease.

It is further agreed by and between the parties that this stipulation was not induced or entered into by fraud, accident, mistake or duress and that none of the parties hereafter shall have any further claims under the Workmen's Compensation Act of the State of Connecticut.

IN VIEW OF THE FOREGOING, We, the undersigned, hereby unite in requesting that the Compensation Commissioner for the First Congressional District, also acting for the Second, Third, Fourth and Fifth Districts, make an Award by Stipulation pursuant to this Agreement.

IN WITNESS WHEREOF, We have hereunto set our hands and seals
19th day of December, 1955.

WITNESSES:

Edward L. Campbell
Claimant

SCOVILL MANUFACTURING CO.
Employer-respondent (self-insured)

By George T. Downing
Its representative hereunto duly authorized

ROBERT A. KEASBY
Employer-respondent
HARTFORD ACCIDENT & INDEMNITY CO.
Insurer-respondent

By Samuel L. Lamm
Their representative hereunto duly authorized

ASBESTOS DISTRIBUTORS, CORP.
Employer-respondent
UNITED STATES FIDELITY & GUARANTY CO.
Insurer-respondent

By W. B. Lamm
Their representative hereunto duly authorized

JOHNS-MANVILLE CORP.
Employer-respondent
EMPLOYERS' LIABILITY ASSURANCE CO.
Insurer-respondent

By O. K. H. 10/1
Their representative hereunto duly authorized

ARMSTRONG CORK CO.
Employer-respondent
STANDARD ACCIDENT INSURANCE CO.
Insurer-respondent

By Edmund D. P. 10/1
Their representative hereunto duly authorized

RHODE ISLAND COVERING CO.
Employer-respondent
EMPLOYERS' LIABILITY ASSURANCE CORP.
Insurer-respondent

By O. K. H. 10/1
Their representative hereunto duly authorized

A. W. BANCROFT
Employer-respondent
ROYAL INDEMNITY CO.
Insurer-respondent

By O. K. H. 10/1
Their representative hereunto duly authorized

A. W. BANCROFT
Employer-respondent
UTICA MUTUAL INSURANCE CO.
Insurer-respondent

By F. B. Hogsett
Their representative hereunto duly authorized

HOMESTEAD INSULATION CO.
Employer-respondent
AETNA CASUALTY & SURETY CO.
Insurer-respondent

By Harold W. Woodard 10/1
Their representative hereunto duly authorized

RICHMOND ASBESTOS CO., INC.
Employer-respondent
HARTFORD ACCIDENT & INDEMNITY CO.
Insurer-respondent

By Edmund D. P. 10/1
Their representative hereunto duly authorized

ASBESTOS DISTRIBUTORS CORP.
Employer-respondent
GENERAL ACCIDENT FIRE & LIFE
ASSURANCE CORP., LTD.
Insurer-respondent

By *Edward J. Quinn*
Their representative hereunto duly authorized

ASBESTOS DISTRIBUTORS CORP.
Employer-respondent
HARTFORD ACCIDENT & INDEMNITY CO.
Insurer-respondent

By *Edward J. Quinn*
Their representative hereunto duly authorized

INSULATION COMPANY
Employer-respondent
LIBERTY MUTUAL INSURANCE CO.
Insurer-respondent

By *George A. Downing*
Their representative hereunto duly authorized

INSULATION COMPANY
Employer-respondent
GLENS FALLS INSURANCE CO.
Insurer-respondent

By *George A. Downing*
Their representative hereunto duly authorized

INSULATION COMPANY
Employer-respondent
NEW AMSTERDAM CASUALTY CO.
Insurer-respondent

By *W. A. Buttrick*
Their representative hereunto duly authorized

INSULATION COMPANY
Employer-respondent
AETNA CASUALTY & SURETY CO.
Insurer-respondent

By *Harry T. Woodward*
Their representative hereunto duly authorized

INSULATION COMPANY
Employer-respondent
TRAVELERS INSURANCE CO.
Insurer-respondent

By *Charles W. O'Brien*
Their representative hereunto duly authorized

WORKMEN'S COMPENSATION COMMISSION OF CONNECTICUT
NOTICE OF HEARING

✓ Edward Campbell, c/o Norman Zolot, Esq.
2007 Whitney Ave., Hamden, Conn.
Claimant

vs.

✓ Scovill Manufacturing Co.
P. O. box 1820, Waterbury, Conn.
1919 - 1922 - Self-Insured

No appearance

Robert A. Keasby
139 - 149 W. 19th St., New York, N. Y.
1922 - No Record
1927 - No Record
1925 - 1928 - Hartford Accident & Indemnity Co.
1931 - 1932 - Hartford Accident & Indemnity Co.
15 Lewis St., Hartford, Conn.

David White
E. S. Poncratz

Westchester Asbestos Co.
White Plains, New York
1930 - 1931 - No Record

Office of
Compensation Commissioner
First Congressional District

Armstrong Cork Co.
Liberty and Charlotte St., Lancaster, Penna.
1931 - 1932 - Standard Accident Insurance Co.
1933 - 1934 - " " " "
1934 - 1935 - " " " "
1939 - 1940 - " " " "
1940 - 1941 - " " " "
1941 - 1942 - " " " "
1942 - 1943 - " " " "
1943 - 1944 - " " " "
1944 - 1945 - " " " "
1945 - 1946 - " " " "

E. D. O'Brien

Edward D. O'Brien

111 West Main St., Waterbury, Conn.

Asbestos Distributors Corp.
113 East Washington Ave., Bridgeport, Conn.
1934 - 1935 - Asbestos Distributors (Portchester, N.Y.) Travelers Insurance Co.
1935 - 1936 - " " " " " "
anc. o/29/35 - " " " " " "
1936 - 1937 - Asbestos Distributors (Bridgeport, Ct.) 163 Asylum St., Hartford
1937 - 1938 - " " " " " " U.S. Fidelity & Guaranty
1938 - 1939 - " " " " " " " Wallace Arnold
1939 - 1940 - " " " " " " " "
anc. 3/3/39 - " " " " " " " "
1939 - 1940 - " " " " " " 242 Trumbull St., Hartford
1940 - 1941 - " " " " " " General Accident Fire & Life
1941 - 1942 - " " " " " " " E. S. Poncratz
560 " " "
560 Whalley Ave., New Haven,
1942 - 1943 - Asbestos Distributors (Portchester, N.Y.) Htd. Accident & Indemnity
1943 - 1944 - " " " " " " " David White
1944 - 1945 - " " " " " " " E. S. Poncratz
15 Lewis St., Hartford,

Mundet Cork Company
7101 Tonnelle Ave., Mo. Bergen, New Jersey
1939 - 1940 - Aetna Casualty and Surety Co.
111 Pearl St., Hartford, Conn.

Tom Russell

Insulation Company
 674 Oakwood Ave., West Hartford, Ct.
 937 - 1938 - Liberty Mutual Insurance Co. Downing, Adj.
 938 - 1938 - " " " "
 939 - 1940 - " " " "
 nc.6/14/40 - " " " "

63 East Center St., Manchester, Ct.
 940 - 1941 - Glens Falls Insurance Co.
 141 Washington St., Hartford, Ct. Matthew Connors.

941 - 1942 - New Amsterdam Casualty Co.

942 - 1943 - " " " "

943 - 1944 - " " " "

944 - 1945 - " " " "

945 - 1946 - " " " "

946 - 1947 - " " " "

1947 - 1948 - " " " "

1948 - 1949 - " " " "

1949 - 1950 - 153 Milk St., Boston, Mass.

1946 - 1947 - Aetna Casualty and Surety Co.

1947 - 1948 - 111 Pearl St., Hartford, Conn. Tom Russell

1950 - 1951 - Travelers Insurance Co. Edward D. O'Brien, Esq.

1951 - 1952 - " " " "

1952 - 1953 - " " " "

1953 - 1954 - 163 Asylum St., Hartford, Ct.

Rhode Island Covering Co.

357 South Main St., Providence, R.I.

1943 - 1944 - Employers' Liability Assurance Corp. Herbert O'Keefe, Esq.

1944 - 1945 - 132 Temple St., New Haven, Conn.

A. W. Bancroft - Deceased
 63 West St., Reading, Mass.

1944 - 1945 - Royal Indemnity Co.

1945 - 1946 - " " " "

1946 - 1947 - " " " "

1947 - 1948 - " " " "

1948 - 1949 - " " " "

canc.7/26/49 - 195 Church St., New Haven, Ct.

1949 - 1950 - Utica Mutual
 955 Asylum St., Hartford, Ct. Fred Hatt

Homestead Insurance Co.

45 Granby St., Hartford, Conn.

1950 - Aetna Casualty and Surety Co.
 111 Pearl St., Hartford, Conn.

Thomas Russell, Esq.

Universal Insurance Co.

614 Schuykil Ave., Philadelphia, Penna.

1950 - 1951 - Employers' Liability Assurance Corp. H. O'Keefe
 132 Temple St., New Haven, Conn.

WORKMEN'S COMPENSATION COMMISSION OF CONNECTICUT
POSTPONEMENT OF HEARING

Date when mailed August 1, 1955

Edward Campbell
Woodtick Road, Waterbury, Conn.
c/o Norman Zolot, Esq.
2607 Whitney Ave., Hamden, Conn.

Claimant

vs.

Johns Manville
22 East 40th St., New York, New York
(Worked for six years in Conn.)

Office of
Compensation Commissioner
First Congressional District

Robert A. Keesby
139 West 19th St., New York, New York
(Worked about four years in Conn.)

Armstrong Cork Company
Lancaster, Pennsylvania
(Worked on and off for three years
mostly in Conn.)

Homestead Insulation Co.
45 Granby St., Hartford, Conn.
(Worked about a year around Conn.)

Insulation Company
674 Oakwood Avenue
West Hartford, Connecticut
(Worked about a year around Conn.)

Seovill Manufacturing Co.
P. O. Box 1820, Waterbury, CONN.
(Worked a couple of years on
asbestos installation)

Respondents

Notice is hereby given that the hearing in the above entitled matter, notice whereof has been previously given, is hereby postponed until the 23rd day of September, 1955 at Room 608, 54 Church Street, Hartford, Connecticut, at 10:00 A.M.

LEO J. NOONAN

Commissioner

Acknowledge receipt of this notice at once.

EMMA Y. HAAKE,
dependent widow of Harry
Haake, deceased,
of East Hartford, Conn.

CORAM

N34614

CLAIMANT

vs.

FIRST DISTRICT
ROBIN VALLER
SECOND DISTRICT
HARRY KOLETSKY
THIRD DISTRICT
JOHN ARCUDI, CHAIRMAN
FOURTH DISTRICT
EDWARD BRADLEY
FIFTH DISTRICT
EDWARD D. O'BRIEN, SR.
SIXTH DISTRICT
THOMAS J. HAGUE
SEVENTH DISTRICT
VINCENT TISI
COMMISSIONER AT LARGE



State of Connecticut
**WORKMEN'S COMPENSATION
COMMISSION**

N 34614

OFFICE OF
A. PAUL BERTE
COMPENSATION COMMISSIONER
FIRST DISTRICT
99 PRATT STREET - ROOM 401
HARTFORD, CONNECTICUT 061
TELEPHONE: 866-4154

April 6, 1978

Paul T. Gillenwater, Esq.
Gillenwater, Whelchel & Roberts
Bearden Commercial Park
6401 Baum Dr.
Knoxville, Tenn. 37919

RE: Request for Certification of materials
in the claim of Harry Haake vs. Robert A.
Keasby, et al

Dear Attorney Gillenwater:

As you requested on Wednesday, April 5, 1978, when you
were in my office, enclosed are certified copies of
the materials you requested from the file as referenced
above.

If you have any questions concerning the above, please
do not hesitate to write or telephone this office.

Very truly yours,

A. PAUL BERTE
Compensation Commissioner
First District

APB/ghd

Enclosures

on or about June 6, 1957, and prior thereto, the deceased had been employed with the Insulation Company and Lotz Asbestos Company.

All of the aforesaid parties were subject to the provisions of the Compensation Act and the employers herein had complied therewith by insuring their compensation liability with the insurers set out in the caption hereof.

Pursuant to due and regular notice, informal hearings were held before the Compensation Commissioner for the First Congressional District September 30, 1957 and November 27, 1957, when conferences were held between the parties in an attempt to compromise the entire case; thence postponed to July 20, 1959, when a further conference was held for this purpose.

At these conferences, it was the claimant's contention that the deceased had worked for many years with the employers herein, installing asbestos insulating materials; that, as a result thereof, he contracted an occupational disease, to wit: asbestosis; that he became disabled therefrom on or about June 6, 1957 and remained so disabled until his death on October 14, 1957.

Alleging that the deceased's disability and death arose out of and in the course of his employment with the employers herein, the claimant, as dependent widow, sought compensation for the disability and death of the deceased together with payment of all the reasonable medical, surgical and hospital bills that had been incurred, and the burial expense, as allowed by law.

The respondents, however, denied that the deceased had sustained any occupational disease that arose out of and in the course of his employment with the employers herein. The respondents further contended that the entire claim was barred by reason of the statute of limitations. The respondents further contended that the deceased's disability and death was due to an acute coronary occlusion and other causes unconnected with his employment with the employers herein. In any event, the respondents denied that the claimant's lung condition played a material part in his disability and death.

However, in view of the number of technical, legal and medical questions that were involved, and in view of the other doubts in the case, as outlined by the claims of the parties hereto, it is hereby agreed and understood by and between the claimant, the employers and insurers herein, all parties to the controversy, that while their respective claims are made in good faith, the claim is a disputed one and that its results, if fully prosecuted, would be doubtful.

WHEREFORE, it is agreed by and between the parties hereto that the respondents shall pay to the claimant the sum of Three Thousand Three Hundred Sixty-three Dollars and Sixty Cents (\$3363.60), the same to be in full, final and complete settlement, adjustment, accord and satisfaction of all claims which the aforesaid claimant might otherwise have against the respondents, or any of them, and to be made and accepted in lieu of all other compensation payments in accordance with the language of our act.

It is hereby agreed and understood that said settlement of Three Thousand Three Hundred Sixty-three Dollars and Sixty Cents (\$3363.60) shall be divided and apportioned among the respondents herein as follows, to wit:

Lotz Asbestos Company -		
Aetna Life Insurance Co.	18.5%	\$ 622.27
Century Indemnity Co.	11.1%	\$ 373.37
United States Casualty Co.	3.7%	\$ 124.45
New Amsterdam Casualty Co.	7.4%	\$ 248.90
Standard Accident Insurance Co.	11.1%	\$ 373.37
Insulation Company -		
Glens Falls Insurance Co.	3.7%	\$ 124.45
New Amsterdam Casualty Co.	18.5%	\$ 622.26
Aetna Casualty & Surety Co.	3.7%	\$ 124.45
Travelers Insurance Co.	18.6%	\$ 625.63
Armstrong Cork Company -		
Travelers Insurance Co.	3.7%	\$ 124.45
	100%	\$3363.60

It is specifically understood and agreed that said settlement of Three Thousand Three Hundred Sixty-three Dollars and Sixty Cents (\$3363.60) represents a settlement of \$1500.00 to the claimant, plus payment of the following bills, to wit: St. Francis Hospital - \$983.60, Dr. Hennessy - \$410. Dr. Bowen - \$110.00, Dr. Danyliw - \$55.00, and Dr. DeRoche - \$305.00; and that all of the aforesaid bills shall be paid by the claimant out of the proceeds of this total settlement.

The payment of said sum of Three Thousand Three Hundred Sixty-three Dollars and Sixty Cents (\$3363.60) shall be made and accepted as a full and final settlement for all compensation for the disability and death of the deceased and for all claims for medical, surgical, hospital and funeral expense to the end that the payment of such sum shall constitute a complete satisfaction of all claims due or to become due at any time in favor of anybody on account of the disability and death of the deceased.

It is expressly understood and agreed that the payment of said sum of Three Thousand Three Hundred Sixty-three Dollars and Sixty Cents is in full accord and satisfaction of a disputed claim and is not an admission of any liability by the respondents, or any of them.

It is further stipulated and agreed that, before the claimant signed this stipulation, she read it, or the same was read and interpreted to her in a language that she understands and she knows that it is a full and final settlement and that it is intended to deal with any and all conditions, known or unknown, which exist as of the date hereof, or any changes of conditions which may arise in the future on account of the disability and death of the deceased.

It is further agreed by and between the parties that this stipulation was not induced or entered into by fraud, accident, mistake or duress and that none of the parties hereafter shall have any further claims under the Workmen's Compensation Act of the State of Connecticut.

IN VIEW OF THE FOREGOING, We, the undersigned, hereby unite in requesting that the Compensation Commissioner for the First Congressional District approve this stipulation.

IN WITNESS WHEREOF, We have hereunto set our hands and seal this 17th day of September, 1959.

WITNESSES

Ray W. [Signature]

Emma Hooper
Claimant

Constance Markel

LOTZ ASBESTOS CO., Emp.-respondent
AETNA LIFE INS. CO., Ins.-respondent

By Edward J. Sullivan
Their representative hereunto duly authorized

LOTZ ASBESTOS CO., Emp.-respondent
CENTURY INDEMNITY CO., Ins.-respondent

By Edward J. Sullivan
Their representative hereunto duly authorized

LOTZ ASBESTOS CO., Emp.-respondent
UNITED STATES CAS. CO., Ins.-respondent

By Edward J. Sullivan
Their representative hereunto duly authorized

LOTZ ASBESTOS CO., Emp.-respondent
NEW AMSTERDAM CAS. CO., Ins.-respondent

By Edward J. Sullivan
Their representative hereunto duly authorized

LOTZ ASBESTOS CO., Emp.-respondent
STANDARD ACC. INS. CO., Ins.-respondent

By Edward J. Sullivan
Their representative hereunto duly authorized

INSULATION CO., Emp.-respondent
GLENS FALLS INS. CO., Ins.-respondent

By Edward J. Sullivan
Their representative hereunto duly authorized

INSULATION CO., Emp.-respondent
NEW AMSTERDAM CAS. CO., Ins.-respondent

By Edward J. Sullivan
Their representative hereunto duly authorized

INSULATION CO., Emp.-respondent
AETNA CASUALTY & SURETY CO., Ins.-respondent

By Edward J. Sullivan
Their representative hereunto duly authorized

INSULATION CO., Emp.-respondent
TRAVELERS INS. CO., Ins.-respondent

By Edward J. Sullivan
Their representative hereunto duly authorized

Jan Higgins

Isabel M. McCrone

Isabel McCrone

Isabel M. McCrone

Constance Markel

ARMSTRONG CORK CO., Emp. --- sponc
TRAVELERS INS. CO., Ins. --- res, --- dent

By *Charles D. [Signature]*
Their representative hereunto duly autho

The within and foregoing stipulation having been submitted to and examined by the undersigned, the same is found to be a just and reasonable settlement of a disputed claim and is hereby approved this 17th day of September 1959.

IT IS ADJUDGED, DECREED AND ORDERED ACCORDINGLY.

Carl [Signature]
COMPENSATION COMMISSIONER
FIRST CONGRESSIONAL DISTRICT

ARTHUR B. O'KEEFE
DOUGLAS B. JOHNSON
ARTHUR B. O'KEEFE, JR.
HUBERT C. O'KEEFE
JAMES M. DONNELLEY
ROBERT J. GILLOOLY

O'KEEFE, JOHNSON & O'KEEFE
ATTORNEYS AND COUNSELORS AT LAW
122 TEMPLE STREET
NEW HAVEN, CONNECTICUT
SONG 10

TELEPHONE STATE 7-2171
CABLE ADDRESS "DART"

July 22, 1958

N 346 14

JUL 23 1958

Commissioner Leo J. Noonan
54 Church Street
Hartford, Connecticut

Re: Harry Haake vs. Robert Keasby, et al

Dear Commissioner:

I am in receipt of a notice of hearing in this matter for September 22, 1958. We represent the Employers Liability Assurance Corp. in this matter.

Hubert O'Keefe was formerly handling this matter and from our file it would appear that at the last hearing on November 29, 1957 we were to be let out of this case, as any exposure we had would have been in the State of West Virginia.

Will you kindly advise me whether or not we are to attend this hearing which is now scheduled.

Very truly yours,

O'KEEFE, JOHNSON & O'KEEFE

DO B Johnson
DOUGLAS B. JOHNSON

DBJ:io

WORKMEN'S COMPENSATION COMMISSION OF CONNECTICUT

NOTICE OF HEARING

Harry Haake
93 Sunny Ridge Drive, East Hartford, Conn.
CLAIMANT

VS.

1920 to 1921

Robert A. Keasby,
139-149 West 19th St., New York, New York
(No record of coverage)

1922 to 1928

Lots Asbestos Company, Hartford, Conn.

1923 to 1928

Aetna Life Insurance Company
111 Pearl St., Hartford, Conn.

1928 to 1931

Century Indemnity Company
670 Main St., Hartford, Conn.

1932 to 1933

United States Casualty Company
279 Main St., Middletown, Conn.

1933 to 1935

New Amsterdam Casualty Company
276 Main St., Middletown, Conn.

1935 to 1938

Standard Accident Insurance Company
95 State St., Springfield, Mass.

1938 to 1940

I. L. Collins Company, Hartford, Conn.
(No record of coverage)

1940 to 1942

Insulation Company
674 Oakwood Ave., West Hartford, Conn.

1940 to 1941

Glen Falls Insurance Company
141 Washington St., Hartford, Conn.

1941 to 1942

New Amsterdam Casualty Company
276 Main St., Middletown, Conn.

1942 to 1943

Johns Manville Company, Morgantown, West Virginia

1942 to 1943

Employers Liability Assurance Corporation
2313 Whitney Ave., Hamden, Conn.

1943 to 1948

Insulation Company
674 Oakwood Ave., West Hartford, Conn.

1943 to 1950

New Amsterdam Casualty Company
276 Main St., Middletown, Conn.

1946 to 1948

Aetna Casualty & Surety Company
111 Pearl St., Hartford, Conn.

1950 to 1953

The Travelers Insurance Company
750 Main St., Hartford, Conn.

1953 —

Armstrong Corp Company, Lancaster, Penna.

The Travelers Insurance Company