FILE NAME: Contract Unit Workers Comp Claims (WCC)

DATE: 1965

DOC#: WCC048

DOCUMENT DESCRIPTION: Workers Comp File - Baily, Carl

File Name	Contract Union Claim File: Carl Bailey Nov.15/65
Scanned ?	yes
Source	JMA: NS-JM
Start Year	1965
Stop Year	1965
Contents	claim
Notes	

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

APPLICANT CARL BAILEY (deceased) by spouse Nellie CASE # LA 288-822

Asbestos Worker

DATE CLAIM FILED November 15, 1965

INJURY ALLEGED Inhalation of foreign matter resulting in death

ALLEGED DATE OF INJURY April 1935 to May 4, 1965 (dod)

EMPLOYER/INSURER Fiberglass Corp./AETNA Casualty, et.al.
including J-M Corp./Travelers

No apparent Canadian carrier

OTHER NOTES Doctors' reports discuss asbestosis

DATE OF RESOLUTION August 9, 1967

RESOLUTION Compromise & Release $10,000 settleme
Apportioned among 6 insurers & 2 employers

DOCUMENTS COPIED		# OF PAGE
	1) July 11,'66 Med Rpt of McDonald to AETNA	4
	2) Sept. 28,'66 Med Rpt of Schwartz to American Motorists Ins. Co.	3
	3) Jan. 7,'67 Med Rpt of Field to Applicant's Atty	2
	4) Compromise & Release	5
	5) Order Approving C & R	1

CLAIMANT Carl Bailey

California Workers' Compensation Appeals Board

CARRIERS INVOLVED:

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

WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

NELLIE W. BAILEY
CARL A. BAILEY (DECEASED)

Applicant

vs.

FIBERGLASS CORPORATION, et al.

Defendant

CASE No. LA 288-822

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

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

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

ALLEN E. SOMMER
Workers' Compensation Judge
Workers' Compensation Appeals Board

Dated at San Francisco, California, this 23 day of March 1981

DIA WCAB FORM 115 (NEW 1-75)

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF INDUSTRIAL ACCIDENTS

IAN MACDONALD, M.D.
1930 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90057

July 11, 1966

Eugene L. Stockwell, Jr., Esq.
Weingand, Kendig & Stockwell
611 South Catalina
Los Angeles, California

Dear Mr. Stockwell: re: Carl A Bailey (dec.) B3CC49374

I have reviewed the massive medical file relating to the late Mr. Bailey, as follows:

- 8 admissions to St. Mary's Hospital in Long Beach, California, from 1962 to the time of his death on 5.4.65.
- autopsy protocol
- office records of Arthur Beland, MD and
- W.R. Lochausen, MD
- films from numerous x-ray studies
- various microscopic sections.
- report of investigation by Professional Adjusters, with written statements from several of the deceased's foremen, etc.

The issues in this case are such that the most important evidence by far is that obtained from the findings at autopsy. Any recital of illness unrelated to the cause of death would be irrelevant to your medicolegal problem in this case. As I understand it, the issues are:

1. Did the occupation of the deceased contribute to the causation of his lethal disease?
2. Specifically, did his period of employment with Owens-Corning Fiberglass Corporation contribute to the cause of death?

To answer these questions, I shall review the available evidence in the following fashion:

A. Cause of death as determined by autopsy, with incidental findings.
B. Evidence specific to this case.
C. General Evidence.

A. Cause of Death. The microscopic sections from the autopsy done on the 54-year-old deceased on 5.5.65., with serial #A-81-65 (from St. Mary's Hospital), together with a review of the gross findings, show the cause of death to have been a primary undifferentiated carcinoma of the right lung, WITH metastases to the opposite lung, the adrenal glands and the liver. The primary cancer had extended to involve almost

all of the right lung, had grown through the pleural surface to involve the wall of the chest, downwards to the diaphragm and had spread to the left lung in the form of hundreds of small metastatic nodules. There were distant metastases of this cancer in the liver, adrenal glands, spleen and retroperitoneal nodes.

Incidental Findings.

1. In both lungs there was an early stage of of asbestosis. This was apparent in the presence of asbestos particles, the majority of which were in the alveoli (or air sacs), with some chronic inflammation but no scarring — the signs of an early asbestosis.

2. There was chronic emphysema, fibrosis and secondary pneumonitis which were due to the cancer and its obstructive effect, and not due to asbestosis.

B. Evidence Specific to this Case. Here I shall review evidence related to the allegation that exposure to asbestos, or some other material encountered in his occupation provided a cause of his lung cancer. In particular, such a claim will be examined in reference to his employment by Owens-Corning.

1. Early Phase of Asbestosis. As indicated in the autopsy report, such asbestosis of the lungs as this subject had was early, with most of the asbestos particles in the air sacs of the lungs. If this fibrous mineral is a causative factor in lung cancer (an unverified assumption as described under "C"), the material would have to be within the substance of the lung, and especially next to the bronchial tubes, in which area this lung cancer began.

2. Short Employment with Defendant Company. Between June 1961 and May 17, 1964, when the lung cancer was first diagnosed, the subject's total duration of employment with Owens-Corning Fiberglass Corporation was less than 2 years (approx. 23.25 months). As will be cited later, the interval between the origin of a lung cancer and the time it can be diagnosed when still early, amounts to a median time of 8 years.

3. No Exposure to Asbestos with Defendant. Although Mr. Bailey was classified as an "asbestos worker," his employment with Owens-Corning is said not to have involved exposure to asbestos. He worked on insulation of steam plants, composed of a calcium silicate, mineral wools and cement. Asbestos is a hydrated calcium-magnesium silicate found in natural deposits in various forms, such as chrysolite in U.S. and Canadian deposits.

It should be stated that the calcium silicate referred to above is not the cause of the pulmonary disease called silicosis; by definition, only silicon dioxide can produce silicosis.

4. Smoking of Cigarettes. One form of exposure now generally accepted as a "cause" of lung cancer is the use of tobacco in the form of cigarettes. Statistics indicate that the risk of the disease increases with the amount smoked. The history of this subject indicates that he regularly smoked 2 packages of cigarettes (40) per day, until his lung cancer was diagnosed in May, 1964.

5. Duration of Life after Diagnosis of Lung Cancer. This patient was inoperable, or incurable, when the diagnosis of lung cancer was first made on 5.15.64., because of involvement of the pleura with an effusion in which cancer cells were found. He survived almost 12 months from the time of diagnosis. In such inoperable cases average survival is 8 to 12 months. It is thus apparent that there was no unfavorable influence on the disease, i.e., any alteration in its expected course after the diagnosis was made. This indicates that the lung cancer was not subject to augmentation by any external factor, occupational or otherwise.

C. General Evidence. Several items of general evidence are pertinent to the allegation of an occupational factor in the development of lung cancer in this subject.

1. Natural History of Lung Cancer. In the past several years it has become possible to estimate with some accuracy the duration of lung cancer from its earliest origin to the time at which it becomes diagnosable by x-ray appearance. This has been done by serial x-ray study of untreated cases, which permitted a determination of the time required for such a tumor to double in diameter (doubling time), or, an increase in volume of eight-fold. By semilogarithmic charts of rate of growth, it is possible to estimate the time at which the tumor originated as a single cell, or as a microscopic cluster of cells. Because a lung cancer is not readily apparent by x-ray study until it is 2 cm. or more in average diameter, the interval of time from origin to such a size has been used most often.

For the type of lung cancer found in Mr. Bailey, or an undifferentiated carcinoma, the median duration from its origin to an average diameter of 2 cm. was in the order of 8 years. The range of time for this interval was wide, or from a minimum of 2.6 years to as long as 36 years.

In the present case, the cancer was far greater in size than the 2 cm. level used above; from 2 cm. to the extent found at diagnosis in May, 1964 had required a number of additional doublings. Thus, the minimum total life of this lung cancer was in the order of 5 years. (References: Collins et al, Am. J. Roentgenol., Rad. Therapy & Nuclear Med., 1956, 76:988. Garland et al, Cancer, 1963, 16:694, andA.J.R., R.T. & N.M., 1966, 96:604.)

2. Asbestosis and Lung Cancer. Although some authors have speculated on asbestosis as a cause of carcinoma of the lung, I can find no valid evidence of such an influence. In one series, the number of lung cancer in asbestos workers had increased from 1933 to 1963, the increase was no greater than the over all increase in the incidence of lung cancer. In two groups of asbestos workers, with20 to 25 years of exposure, the incidence of carcinoma of the lung was less than for the general population of the United Kingdom, as follows:

		Lung Cancer	
No. Exposed	Years Exposure	Observed	Expected
16	20 - 25	0	0.20
80	more than 20	0	0.30

(Reference: Proc. Royal Soc. Med. 1966:59:59-60.)

The only form of malignant tumor with a credible relationship with asbestosis is mesothelioma of the pleura, a rare form of cancer, even in asbestos workers. This type of cancer is entirely unrelated to carcinoma of the lung.

3. Asbestosis in General Population. In a recent report from Miami, asbestos bodies were found in the sputum and smears from the lungs in 20% of males and 20% of females over 15 years of age coming to autopsy. This is associated with increased use of asbestos and its presence in urban atmospheres. and emphasizes the lack of relationship to carcinoma of the lung.

4. With one exception, similar diseases of occupational origin, involving the lungs , show no definite relationship to lung cancer. These include silicosis, fibrosis of the lungs from bauxite, diatomites, graphite, mica, talc, beryllium and cotton dust. The one exception is the anthracosis of coal miners, and this may not be a valid cause-and-effect relationship.

SUMMARY. An undifferentiated carcinoma of the lung, first diagnosed at an advanced, incurable stage, 5 years or more after the disease had its origin. There is no evidence that occupation factor, or factors, contributed to the origin of this lung cancer. Nor is there any suggestion that any external factor exerted an unfavorable effect on its course.

Very truly yours,

Ian Macdonald

Ian Macdonald, MD

IM:ec

cc: J.H. Morford
Aetna Casualty & Surety Company

GEORGE SCHWARTZ M.D.
8320 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90211
CARDIOLOGY

September 28, 1966

American Motorists Insurance Company
3545 Wilshire Boulevard
Los Angeles, California 90005

Re: Case No. : 81 CM 7811ZC
WCAB No. : 65 LA 288-822
Carl A. Bailey(Deceased)
J. T. Thorpe Inc.

Attention: Mr. Ed Kairath

Gentlemen:

At your request, I reviewed the rather voluminous file referable to the above captioned case, and herewith present my thinking as to causal relationship between the occupational activities of the decedent and his demise on 5/4/65.

In view of the specific problem presented me, that of a possible association between exposure to asbestos, and the finding of 'early asbestos' at Autopsy, reflected upon the causation of death (the chief diagnosis being bronchogenic carcinoma of the right lung with metastases), I shall merely attest to the causation of specific periods of hospitalization.

ST. MARY'S LONG BEACH MEMORIAL HOSPITAL: (Diagnosis and dates only)

(1) 3/23 thru 3/28/62 -- Peribronchial pneumonitis
(2) 10/13 thru 11/2/62 -- Acute and chronic cholecystitis and cholelithiasis (surgery as Cholecystectomy)
(3) 5/27 thru 6/12/63 -- Atherosclerotic abdominal aortic aneurysm and anemia
(4) 5/20 thru 5/29/64 -- Right pleural effusion with tumor cells in pleural fluid consistent with adenocarcinoma (surgery as bronchoscopy)
(5) 6/8 thru 6/9/64 --Metastatic adenocarcinoma in right pleural space--right pleural effusion--right pneumothorax, secondary to previous thoracentesis
(6) 1/6/thru 1/12/65 -- Intractable right chest due to carcinoma of the right lung and pleura
(7) 3/4 thru 4/2/65 -- Intractable right chest (surgery as cervical cordotomy, C2 and rhizotomy, C3, 4 and 5) due to carcinoma of lung
(8) 4/29 thru 5/4/65 -- Metastatic disease, bronchogenic, terminal--Cause of death as bronchogenic carcinoma.

NECROPSY EXAMINATION SUMMARY:

Necropsy examination in this 54 year old male shows widespread undifferentiated bronchogenic carcinoma with multiple distant metastases and metastases to opposite lung. There is, in addition, a generalized asbestosis that is still in the early stages with the majority of the asbestos particles being within the alevoli. Additional significant findings are chronic emphysema and fibrosis and pneumonitis secondary to the obstruction caused the tumor.

GEORGE SCHWARTZ, M.D.
8880 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90211
CARDIOLOGY

ASBESTOS EXPOSURE:

It is reasonable to assume that the decedent was exposed to such inhalation in one or more of the following employment periods:

(1) 1937 thru 1942 -- Louis Fire Brick & Insulation Company
(2) 1942 -- short period work with Firestone Tire & Rubber Company
(3) 1942 thru 1946 -- Plant Rubber & Asbestos Works
(4) 1946 thru 1952 -- Marine Engineer & Supply Company
(5) 1952 thru 1957 -- Thorpe Insulation Company
(6) 1955 thru 1957 -- interspersed with # 5--Coast Insulating Products
(7) Thorpe Insulation --9 months in 1958--9 months in 1959--9 months in 1960--6 months in 1961--6 months in 1963 --3 months in 1964
(8) Owens-Corning Fiberglass--June 1961 thru 5/17/64--periods interlocking with periods with Thorpe Insulating interlocking when the work was slack at Owens-Corning

An asserted investigation indicates that there was no exposure to asbestos inhalation at Owens-Corning; and if this prove factual, then such was the case. However, of import is the finding of asbestos particles in the alveoli (air sacs of the lung) and not within the substance of the lung and " especially next to the bronchial tubes, in which area the lung cancer began " (Dr. Macdonald). In the presence of chronic emphysema, fibrosis and atelectasis, it is reasonable to assume that such particles (asbestos) may have been both lodged and trapped within the alveolar sacs for a short or long period of time--days to years, even without their inclusion into the actual parenchyma of the lungs.

Further, of import, is the microscopical study which again negates the presence of asbestos particles in the lung parenchyma, especially in the area of the bronchial tubes altho, as anticipated, there were chronic inflammatory cells which may have been resultant of the foreign bodies within the alveoli, or may as well have been resultant of same adversity which caused the extensive acute and chronic inflammatory changes throughout the lung fields.

Dr. Ian Macdonald's report leaves nothing wanting in negating the association of the asbestos particles and the causation of death, one in which these foreign bodies likewise played no role in accelerating the malignant disease.

Dr. Macdonald's dissertation in paragraphs A1; B1; C1, paragraph 3 which states a suspicioned minimum of 5 years of total life of the lung cancer, but the maximum remained unstated; C2; C3; and C4, is excellent and cannot be improved upon. These presentations negate the association of the asbestos particles and the disease entity which caused the demise.

Dr. Macdonald's summation is self-explanatory. I believe his medical thinking is factual and authoritative, and will in substance negate for you any occupational association with the causation of death.

There is no advantage to be gained from reiterating all that which is included in Dr.

GEORGE SCHWARTZ, M.D.
8320 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90211
CARDIOLOGY

Macdonald's report since I am of a similar opinion, and my conclusions are similar as well.

Thank you for the privilege of reviewing this file.

Very truly yours,

George Schwartz, M. D.

GS:mt

JOHN B. FIELD, M.D., PH.D.
DIPLOMATE AMERICAN BOARD OF INTERNAL MEDICINE
ROX SAN MEDICAL BUILDING
465 NORTH ROXBURY DRIVE
BEVERLY HILLS, CALIFORNIA
CRESTVIEW 8-0633

RECEIVED
1967 JAN 10

January 7, 1967

Mr. Steven Roseman
1021 West Ninth St.
Los Angeles, Calif 90015

Re: Carl A. Bailey

Dear Mr. Roseman:

I have had the opportunity to study and review the extensive records, x-rays and autopsy reports on the above. In addition, I have requested and received a work record on Mr. Bailey.

In brief, this record documents the fact that for the last 28 years Mr. Bailey worked in an atmosphere where he would be exposed to asbestos. I have been informed that a fellow worker and personal acquaintance of Mr. Bailey's had described the latter's handling and working with asbestos by removing it from boxes under dusty conditions, cutting the asbestos and covering pipes and smoke stacks, etc. with this same material. Under these conditions asbestos dust was continually in the air, on the outer garments and skin and entering the body orifices. In his last employment at the Owens Corning Fiberglass Corporation Mr. Bailey was also working with asbestos.

After a prolonged illness Mr. Bailey passed away on May 4, 1965 at which time a detailed autopsy revealed a bronchogenic carcinoma originating in the right lower lung with numerous metastases as well as chronic emphysema and fibrosis of the lungs as well as "extensive acute and chronic inflammatory change with marked thickening of the pleura" and "within the right lung -- there is a peribronchial fibrous granulomatous response that in areas extends out into the lung parenchyma. Within these granulomatous areas there are -- cylindrical particles" which are interpreted to be asbestos bodies.

Discussion: I have undertaken the opportunity to investigate and evaluate some of the extensive and growing literature on the subject of asbestos and cancer and as many outstanding authorities have stated, see in this situation an analogy to the exposure of the radium watch dial workers and other industrial carcinogens. The supportive literature is growing rapidly and the evidence is almost overwhelming in favor of this association. I can only quote a few of the many pertinent references.

Demy and Adler in Somerset, N. J., the site of an asbestos plant, have accumulated 37 proven cases of asbestosis and lung carcinoma (personal communication). In "Thoracic Diseases" by E. H. Rubin and M. Rubin, W.B. Saunders, Phila., 1962, p. 462 "Exposure to asbestos is known to carry increased hazards for the development of lung cancer." On p. 708-710 "lung cancer has been found as a frequent complication of asbestosis in as high as 20% of the cases" and as compared to exposure to silicosis where only 1.32% of the workers have been found to have lung cancer. R. Doll: "Mortality From Lung Cancer in Asbestos Workers", Brit. J. Indust. Med., 12, 81, 1955, reported that 15 out of 105 asbestos workers died with lung cancer and E.R.A. Merewether in the Proceedings of the Third International Conference of Experts on Pneumoconiosis, Sydney, Australia, 1950, reported 31 of 160 deaths in asbestos workers to be due to lung cancer. In J. R. Mignall's "Carcinoma of the Lung", Livingstone, Ltd., Edinburgh, 1953, p. 50, "It is evident therefore that lung cancer is a specific industrial hazard of asbestos workers" and in the two

volume "Chest Diseases" by F. M. Perry and Sir Thomas H. Sellors, Butterworths, London, 1963, Vol. 1, p. 547, it is pointed out that in Germany carcinoma of the lung in asbestos workers is now recognized as an industrial disease.

Perhaps one of the most authoritative sources of reference now available is in the Annals of the New York Academy of Sciences, 1965, Vol. 132, p. 1-766, which is a Conference On The Biological Effects Of Asbestos and which devotes the section from p. 507 to p. 655 on the relationship between asbestos and cancer. In brief, in an article by Buchanan, p. 517, it is pointed out that there is in England a high and increasing relation of lung cancer in asbestos workers both male and female and "The conclusion of a study is that even when viewed against the steadily rising incidence of lung cancer in the population as a whole, there seems little doubt that there is a special risk of an intrathoracic tumor if asbestos is also present in the lung." In the United States Hammond, Selikoff and Churg, p. 523, report that in a study of deaths of New York City asbestos insulation workers 20% died of carcinomas of the lung (or pleura). Similar reports from other parts of the world are given including that of Dresden asbestos workers, p. 573, and other areas. Finally, the Working Group on Asbestos and Cancer plotting a protocol for further study, p. 710, states "there is evidence of association between exposure to asbestos and malignant neoplasia." "The types of tumors which have been shown to be associated with exposure to asbestos dust are: 1. Carcinoma of the lung; 2. Diffuse mesothelioma of the pleura and peritoneum."

Another outstanding world authority on occupational cancers, W. C. Hueper, who has objectively detailed much of the relevant information in a new monograph "Occupational and Environmental Cancers of the Respiratory System", Springer-Verlag, New York, 1966, p. 47, concludes that "Although cancer of the lung does not seem to be the most frequent fatal complication of asbestosis, it is evidently sufficiently frequent for elevating the lung cancer rate as a group and therefore is a serious sequela of exposure to asbestos."

In a discussion of the clinicopathologic relations Hueper indicates that it is characteristic that the lung cancer begin in the lower lobes, is associated with a thickening of the pleura, has associated fibrosis and the presence of asbestos bodies. In all of these items there is a distinct correlation in the autopsy findings on Mr. Failey.

Thus, it is my considered professional belief that the long and continued exposure to asbestos by Mr. Failey was a direct and probable cause of his development of cancer of the lung which brought about his demise.

Trusting that this report is of assistance to you,

Very truly yours,

John F. Field, M.D., Ph.D.

JFF:sm
enc.

WEINGAND, KENDIG & STOCKWELL
Attorneys at Law
611 South Catalina
Los Angeles, California 90005

Telephone: 385-8087

Attorneys for Aetna Casualty & Surety Company

DIVISION OF INDUSTRIAL ACCIDENTS LOS ANGELES
AUG 5 12 9 12

ACCIDENTS-LOS ANGELES
AUG 9 11 AM '67
PROCESS INSERT
CORRECT ADDRESS

BEFORE THE WORKMEN'S COMPENSATION APPEALS BOARD
OF THE STATE OF CALIFORNIA

NELLIE W. BAILEY (WIDOW) Applicant, vs. FIBERGLASS CORPORATION; et al., and JOHNS-MANVILLE SALES CORPORATION, Defendants.	CASE NO. 65 LA 288 822 COMPROMISE AND RELEASE AGREEMENT

The parties hereto, for the purpose of compromise only, agree as follows:

1. The above-named applicant claims that CARL A. BAILEY, while employed at various locations in California, between 1935 and May 30, 1964, by various employers then insured as to Workmen's Compensation Liability by various insurance companies, sustained injury arising out of and occurring in the course of such employment as follows: By reason of inhalation of asbestos particles and other materials and by reason of stress and strain and general exposure to conditions of employment, he sustained internal injuries, including injuries to his lungs and other injuries, symptoms, conditions and complaints.

2. The death of said employee occurred on May 4, 1965, as a result of claimed injury.

3. The actual weekly wages of the employee at the time of the claimed injury were in dispute, while average weekly wages were in dispute.

4. Payments of compensation to the employee in his lifetime on account of the claimed injury were none.

5. The applicant herein claims to have been dependent upon said employee at the time of said injury and states the names, ages, relationship to, and the extent of dependency upon said deceased employee to have been as follows:

NAME	AGE	RELATIONSHIP	EXTENT OF DEPENDE
NELLIE W. BAILEY	Over 21	Wife	Total

Applicant represents there were no other dependents upon the deceased employee.

6. The parties agree to settle any and all claims of said dependent on account of the claimed injury and death of said employee by payment of the sum of $10,000.00, payable as follows:

To the applicant in one lump sum, less attorney's fees, less Less $250.00 payable to Doctor John B. Field liens, if any, of record: said sum of $10,000.00 to be contribut to as follows:

AETNA CASUALTY & SURETY COMPANY	$1,476.00
AMERICAN MOTORISTS INSURANCE COMPANY	2,365.00
ARGONAUT INSURANCE COMPANY	742.00
PACIFIC EMPLOYERS INSURANCE COMPANY	1,796.00
CALIFORNIA COMPENSATION & FIRE COMPANY	805.00
FIREMAN'S FUND INSURANCE COMPANY	1,753.00
PLANT RUBBER & ASBESTOS WORKS	1,038.00
JOHNS-MANVILLE SALES CORPORATION	25.00
TOTAL CONTRIBUTIONS	$10,000.00

7. The parties agree that medical, hospital and burial expense required by reason of the alleged injury and death of the employee shall all be borne by the applicant and none by the defendants.

8. The name and address of the applicant's attorney is: Steven Roseman, 1621 West 9th Street, Los Angeles, California, who requests a fee of $ 1,250.00, having been previously paid $ none.

9. Reason for Compromise: The defendants, and each of them, deny that the deceased employee sustained injuries arising out of and occurring in the course of his employment and further deny that if injury was sustained that the same was the proximate cause of the death of the employee, as alleged. Defendants, and each of them, contend that the employee's disability and ultimate death resulted from pre-existing and non-industrial conditions. By this settlement the applicant hereby releases all employers of the deceased employee during the course of his lifetime from any claims of industrial injury or by reason of the claim of industrial injury herein. This release extends to said employers whether the same have been previously ascertained and joined in these proceedings or otherwise whether said employer was insured uninsured or permissibly self insured and this release extends further to any and all insurance carriers of any of said employers whether or not ascertained and previously joined herein or whether or not contributing toward the settlement herein. To resolve the many legal and factual issues involved in litigation of this matter and to avoid the hazards and delays of litigation, the parties make this settlement.

10. The undersigned request that this compromise agreement

and release be approved.

11. Upon approval of this compromise agreement as provided by law, and payment in accordance with the provisions of said orde of approval, said applicants and each of them do hereby release and forever discharge said employers and said insurance compani of and from all claims, demands, actions or causes of action, c every kind or nature whatsoever, on account of, or by reason of the injury and death sustained as aforesaid by the employee, ar in particular of any, all and every claim or cause of action which the undersigned, heirs, executors, representatives, or administrators may have had, now have, or shall hereafter have against said employer, said insurance carriers, and each of them under Division IV of Labor Code of the State of California

12. It is agreed by all parties hereto that the filing of this document is the filing of an application on behalf of the applicant, that it may be set for hearing as a regular applicat reserving to the parties the right to put in issue any of the facts admitted herein, and that if hearing is held with this document used as an application the defendants shall have available to them all defenses that were available as of the date of filing of this document, and that it may thereafter be approved, disapproved, or a decision issued after a hearing has been held and the matter regularly admitted.

WITNESS the signature hereof this _____ day of _____ 1967 at _____.

_____ Nellie W. Bailey
NELLIE W. BAILEY (WID.), APPLICA

_____
WITNESSES

STEVEN ROSEN, ATTORNEY FOR APPL

The applicant's signature must be attested by two disinterested persons or acknowled ged before a notary public.

AMERICAN MOTORISTS INSURANCE COMPANY

By _____
Representative

ARGONAUT INSURANCE COMPANY,
ZONNI, GINNOCCHIO & TAYLOR,

By _____

PACIFIC EMPLOYERS INSURANCE COMPANY,
THE TRAVELERS INSURANCE COMPANY,
PERKINS, BALDWIN & THOMAS,

By _____

CALIFORNIA COMPENSATION & FIRE COMPANY,
CLOPTON &PENNY

By _____

FIREMAN'S FUND INSURANCE COMPANY

By _____
Representative

PARRAFINE COMPANY
PABCO PRODUCTS
PLANT RUBBER & ASBESTOS WORKS,
BROBECK, PHLEGER & HARRISON,

By _____
Their Attorneys.

AETNA CASUALTY & SURETY COMPANY,
WEINGAND, KENDIG & STOCKWELL,

By _____
Their Attorneys.

JOHNS-MANVILLE SALES CORPORATION, A
Division of JOHNS-MANVILLE, a Corporation
Self-Insured; HERLIHY & HERLIHY,

By _____
Their Attorneys.

AUG 9 9 11 AM '67
CORRECT ADDRESS

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF INDUSTRIAL ACCIDENTS

WORKMEN'S COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

NELLIE W. BAILEY,

Applicant

vs.

FIBERGLASS CORPORATION, et al.,

Defendants

CASE No. 65 LA 283-822

Order Approving Compromise and Release

8-11-67 ss

After evaluation of the allegations in the Compromise and Release referred to hereinafter and the facts set forth in the medical reports and medical records filed herein, it is my opinion the proposed settlement is adequate.

The parties to the above-entitled action have filed a Compromise and Release herein, on August 9, 1967, settling this case for $ 10,000.00, in addition to all sums which may have been paid previously, and requesting that it be approved; and this Board having considered the entire record, including said Compromise and Release, now finds that it should be approved; and,

IT IS ORDERED that said Compromise and Release is approved.

Award is made in favor of: NELLIE W. BAILEY

Against: The Aetna Casualty & Surety Company; American Motorists Insurance Company; Argonaut Insurance Company; Pacific Employers Insurance Company; California Compensation & Fire Company; Fireman's Fund Insurance Company; Plant Rubber & Asbestos Works/Parrafine Co./Pabco Products; Johns-Manville Sales Corporation.

Payable as follows:

By: American Motorists Insurance Company

To:	Steven Roseman, as attorney's fee	1,250.00
	Steven Roseman, for costs advanced	68.50
	John B. Field, M.D.	250.00
	Nellie W. Bailey, applicant	796.50

Payable as follows to applicant:

By:	The Aetna Casualty & Surety Company	1,476.00
	Argonaut Insurance Company	742.00
	Pacific Employers Insurance Company	1,736.00
	California Compensation & Fire Company	805.00
	Fireman's Fund Insurance Company	1,753.00
	Plant Rubber & Asbestos Works, et al.	1,033.00
	Johns-Manville Sales Corporation	85.00
		$10,000.00

DATED AT LOS ANGELES, CALIFORNIA

AUG 11 1967

(Seal)

Joseph W. Edgar

Referee, WORKMEN'S COMPENSATION APPEALS BOARD

SERVED BY MAIL ON PERSONS SHOWN ON THE OFFICIAL ADDRESS RECORD

Date: 11 ... By: ...

DIA WCAB FORM 65 (REV. 11 66)
(FORMERLY FORM 362)

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

APPLICANT WILLARD R. CRADER (deceased) by spouse CASE # POM 1939

Asbestos Worker Lola

DATE CLAIM FILED Dec. 17, 1964

INJURY ALLEGED Injury to lungs/body injury due to exposure to irri

ALLEGED DATE OF INJURY January 1938 - March 3, 1964

EMPLOYER/INSURER Fiberglass Engineers/AETNA Casualty, et. al.
including J-M Corp/Travelers

No apparent Canadian insurer

OTHER NOTES Autopsy: cerebral aneurism

DATE OF RESOLUTION April 20, 1967

RESOLUTION Compromise & Release $7,500 settlement
apportioned among 2 employers/16 insurers

DOCUMENTS COPIED		# OF PAG
	1) Compromise & Release	4
	2) Order Approving C & R	4

CLAIMANT Willard R. Crader

California Workers' Compensation Appeals Board

CARRIERS INVOLVED:

- ●The AETNA Casualty & Surety Co.
- oAmerican Automobile Ins. Co.
- oAmerican Employers Ins. Co.
- ●American Motorists Ins. Co.
- oArgonaut Ins. Co.
- oAssociated Indemnity Corp.
- ●California Casualty Indemnity Exchange
- oCalifornia Compensation & Fire Co.
- oCasualty Ins. Co. of California
- ●Employers Liability Assurance Corp.Ltd.
- ●Employers Mutual Liability Ins. Co. of Wisconsin
- ●Fidelity & Casualty Co. of New York
- ●Fireman's Fund Ins. Co.
- ●General Accident, Fire & Life Assurance Corp. Ltd.
- oGlobe Indemnity Co.
- ●Guarantee Insurance Co.
- oGreat American Ins. Co.
- oHardware Mutual Casualty Co. (Sentry Ins. Co.)
- ●Industrial Indemnity Co.
- oIndustrial Indemnity Exchange
- oInsurance Co. of North America
- ●Liberty Mutual Ins. Co.
- oLumberman's Mutual Casualty Co.
- oMaryland Casualty Co.
- oMichigan Mutual Liability Co.
- oMission Insurance Co.
- ●National Automobile & Casualty Ins. Co.
- oNew Amsterdam Casualty Co.
- oOcean Accident & Guarantee Corp.Ltd.
- ●Pacific Employers Ins. Co.
- oPacific Indemnity Co.
- ●Reliance Ins. Co. (Standard Accident Ins. Co.)
- oRoyal Indemnity
- oSecurity Ins. Co. of Hartford (U.S. Casualty Ins. Co.)
- ●State Compensation Insurance Fund
- oTransport Indemnity Co.
- ●The Travelers Ins. Co.
- oThe United Pacific Ins. Co.
- oU.S. Fidelity & Guaranty Co.
- oZenith National Ins. Co.
- oZurich Ins. Co.
- o_____
- o_____
- o_____
- o_____
- o_____