

FILE NAME: Mundet Cork (MCK)

DATE: 1946

DOC#: MCK111

DOCUMENT DESCRIPTION: WC Claim of Reilly

STATE OF CALIFORNIA
INDUSTRIAL ACCIDENT COMMISSION

RECEIVED
JUN 15 1965
FBI - OAKLAND

APPLICATION

FILE SIGNIFY ORIGINAL AND SIX COPIES
(PLEASE PRINT OR TYPE NAMES AND ADDRESSES)

CASE NO. 65 OAK 17130

JAMES J. REILLY

256 Stratford Drive

San Francisco, California

Social Security No. 545-03-0339

see attached list

see attached list

see attached list

see attached list

1. James J. Reilly 12-2-00 1941 to March 11, 1965

as a asbestos mechanic at various California, by

see attached he sustained injury arising out of and in the course of the employment, as follows:

working around asbestos materials resulting in

lung; asbestosis

2. see attached was the employer's insurance carrier on date of injury.

3. 3/11/65 to date has not

4. Was compensation paid? no

Earnings at time of injury: 231.00 @ week The basis of pay was 5.79 per hour/40 hr.

4. Was medical treatment needed? yes Who furnished treatment? Dr. Fitzpatrick

5. This application is filed to determine liability for:

a. Temporary disability yes b. Permanent disability yes c. Medical treatment yes d. Medical costs yes

e. Litigation expense yes f. _____

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 Oakland, California, June 14, 1965

Hearing requested at Oakland

Number of witnesses: unknown James J. Reilly

Estimated time of trial: please hold off calendar SMITH, BARRISH, PARSONS & CLANCY

315 Financial Center Building
Oakland, Calif. 94612-2000

PLAINTIFF EXHIBIT

CCS 5151

PLAINTIFF'S

PREPARING:
That this matter be
subject to being
quashed.

JOSEPH L. DUFF, Referee
JUN 17 1965

Claim Department - Branch Office
TRAVELERS INSURANCE COMPANY
1936 WENSTER ST.
OAKLAND 12, CALIF.

D
2-14

Smith, Parrish, Padusk and Glancy,
Attorneys at Law

February 3, 1967

315 Financial Corporation, INDUSTRIAL
ACCIDENTS - OAKLAND
Oakland 12, California

RECEIVED
FEB 8 1967
FILED
WORKMEN'S COMPENSATION
APPEALS BOARD

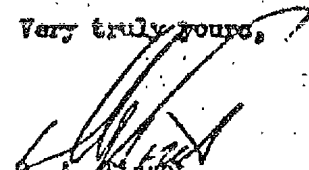
James J. Reilly vs.
Western Asbestos, et al and
State Compensation Insurance Fund, et al
65 OAK 17236

Gentlemen:

The 1-18-67 "Order Joining Party Defendant", The Travelers Insurance Company for Baldwin, Miret and Hill, Inc. is in error. We were contacted by Mr. Lambert Roslini of Baldwin, Miret and Hill, Inc. who advises that for the period 2-19-63 to 2-10-64, the employer was Mundet Cork Company and after 2-10-64, the employer was Baldwin, Miret and Hill, Inc. We understand that Aetna Casualty provided the workman's compensation insurance for Mundet Cork Company, 710 Tonnelle Avenue, North Bergen, New Jersey. Both I. N. A. and Liberty Mutual Insurance Company provided the applicable workman's compensation insurance for Baldwin, Miret and Hill, Inc.

The employer advises us that The Travelers Insurance Company did not provide the coverage for the periods of employment in question. Please have us dismissed as a party defendant for Baldwin, Miret, and Hill, Inc.

Very truly yours,


B. A. Tibbott,
Line Adjuster

DAT:dls

cc: H & P, Oak

cc: LCA/B, 1111 Jackson St., Oakland
attn: Marjorie Dunbar

PLAINTIFF'S
EXHIBIT

1 WORKERS' COMPENSATION APPEALS BOARD

2 STATE OF CALIFORNIA

3 CASE No. 57 LA 182-835

4 JAMES WHITCOMB RILEY,

5 Applicant

6 vs.

7 JOHNS-MANVILLE, INC., et al and
8 GUARANTEE INSURANCE COMPANY, et al

9 Defendant

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

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

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

16
17
18
19
20 *[Signature]*
Workers' Compensation Judge
Workers' Compensation Appeals Board

21
22
23
24 Dated at San Francisco,

25 California, this 28th day

26 of September, 1983

27
1-66 ID
PCTF
84-12340
PLAINTIFF'S
EXHIBIT

WK CCS 5048-2

PLAINTIFF'S
EXHIBIT

KNE

CERTIFICATE OF AUTHENTICITY

JAMES WHITCOMB RILEY

Applicant,

vs.
JOHNS-MANVILLE, INC., COAST INSULATION
PRODUCTS, a corporation, et al
GUARANTEE INSURANCE COMPANY, et al

CASE NUMBER 57 LA 182-83

Defendant(s)

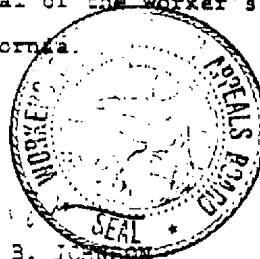
CERTIFICATION FOR EVIDENCE

I do hereby certify that I am the presiding Worker's Compensation Judge and that I have legal custody of the captioned documents and that said copies attached hereto compose the entire file and same are true and correct copies of the documents contained in the above styled cause.

This certification is for evidence only, pursuant to Rule 44.01 of the Tennessee Rules of Civil Procedure and Rule 44 of the Federal Rules of Civil Procedure and is not to be used for filing with the County Court under the California Labor Code, Section 5806.

Attest my hand and the Seal of the Worker's Compensation Appeals Board of the State of California.

DATED AT: San Francisco, California.
THIS 8th DAY OF February,
1979.



EMILY B. JOHNSON
PRESIDING WORKER'S COMPENSATION JUDGE
WORKERS' COMPENSATION APPEALS BOARD

CASE NO. 57-LA 182-835

GRACE RILEY, by her
Guardian ad Litem and
Trustee, James C. Riley

vs

JOHNS-MANVILLE, et al

Referee: GEORGE A. MARTINELLI
Dictated: August 2, 1961

Injury: January, 1920
thru May 19, 1957

Death: January 24, 1961

REPORT OF REFEREE ON ORDER APPOINTING
TRUSTEE, FINDINGS AND AWARD AND ORDER
FOR CONTRIBUTION

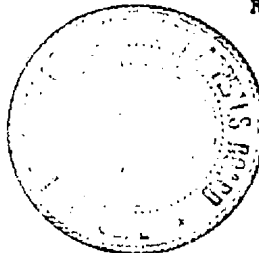
Reference is made to the Report of Referee on Supplemental
Hearing dated June 15 and 16, 1961.

The original stipulations concerning apportionment were
amended by Plant Rubber and Asbestos Works' recalculation
of the individual liability of the participating employers.

Notice of Intention to issue Findings and Award and Order
for Contribution in accordance with stipulations as amended
issued July 13, 1961. No objection having been received
thereto, we are submitting Order Appointing Trustee,
Findings and Award and Order for Contribution herewith.

GAM:NN

GEORGE A. MARTINELLI
Referee



GRACE RILEY, by her
guardian ad litem,
James C. Riley

vs.

JOHNS-MANVILLE, INC., a
corporation, et al.

REFEREE: GEORGE A. MARTINELLI
Hearing: June 15 and 16, 1961
Dictated: June 16, 1961

Date of injury: Jan. 1920 thru
May 19, 1957
Date of death: Jan. 24, 1961

- Hays, McLaughlin and Evans, by John F. McLaughlin
Attorneys for applicant
- Spray, Gould and Bowers, by David B. Allen
Attorneys for Guarantee Insurance Co.
- Herlihy and Herlihy, by George Thompson
Attorneys for Industrial Indemnity Co.,
Fireman's Fund Insurance Company, Argonaut
Insurance Company, and Employers Liability
Assurance Corp. of London, England
- Clifton and Penny, by Robert M. Penny
Attorneys for Pacific Employers Insurance Co.
- Weingand, Tipton, Kendig and Stockwell, by
Claude Weingand, attorneys for United Pacific
Insurance Company, General Accident Insurance
Corporation, and Associated Indemnity Co.
- Brobeck, Pfeiffer and Harrison, by Rinaldi Sciaroni, Jr.
Attorneys for Plant Rubber & Asbestos Work,
self-insured, and Fibreboard Paper Products
Corporation, formerly known as The Parrifine
Company, Inc., also formerly known as Fabco
Products, Inc., self-insured
- Joseph Bilchak, representing The Travelers Insurance
Company
- Ray Cusick, attorney for Standard Accident Insurance
Company
- P. E. Carignan, representing American Motorists
Insurance Company
- McCaskey and Licker, by Robert Licker, attorneys
for National Automobile and Casualty Co.
- George R. Haswell, by George C. Shelton, Jr.
Attorneys for Liberty Mutual Insurance Co.
- Petersen, Willis and Hiestand, by Ray Bennett,
Attorneys for Employers Mutual Liability
Insurance Co. of Wisconsin
- Arthur Hershenson, attorney for State Compensation
Insurance Fund

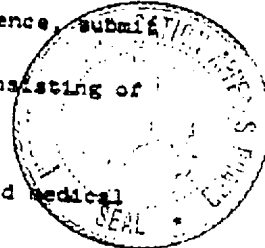
REPORT OF REFEREE ON SUPPLEMENTAL HEARING

The parties above named, after extended conference, submitted
their stipulations in the above matter as follows:

The total value of the claim is \$25,720.07, consisting of
the following items:

\$7,630.00		Temporary disability
4,592.76		Medical treatment
9,959.76		Statutory death benefits and medical reimbursement as follows:
		\$9,326.76 (commuted value)
		400.00 for burial expense
		233.00 for self-procured treatment
3,437.53		Representing the lien of the Veterans Administration which will be paid directly to the Veterans Administration

There is to be deducted from said death benefit the sum of
\$200.00 to reimburse The Travelers Insurance Company, a corporation,
for its lien.



(Industrial Indemnity Company's proportionate share is \$2,417.69.)

Industrial Indemnity Company, a corporation, one of the defendants found liable under prior Findings and Award, has paid and will continue to pay the entire liability.

Industrial Indemnity Company, a corporation, will be reimbursed by the co-defendant carriers and self-insured employers for their proportionate share of liability (based on employment exposure) in the following amounts, payable forthwith:

State Compensation Insurance Fund.....	\$1,007.91
Plant Rubber and Asbestos Work, and Fibreboard Paper Products Corporation (both self-insured).....	7,004.91
Pacific Employers Insurance Company.....	4,464.10
Liberty Mutual Insurance Company.....	455.93
The Travelers Insurance Company.....	1,308.41
Aetna Casualty & Surety Company.....	1,206.99
United Pacific Insurance Company.....	332.20
Guarantee Insurance Company.....	645.15
Argonaut Insurance Company.....	725.01
Standard Accident Insurance Company.....	216.54
American Motorists Insurance Company.....	1,456.14
National Automobile and Casualty Company.....	83.49
Employers Liability Assurance Corporation of London, England.....	1,464.32
Fireman's Fund Insurance Company.....	2,320.37
General Accident, Fire & Life Insurance Corp.....	50.02
Associated Indemnity Company.....	80.89

The liability of the employer Jamar & Olneh Company has not been determined. Its insurance carrier, Employers Mutual Liability Insurance Company of Wisconsin, a corporation, was represented at the hearing but refused to partake in the stipulated apportionment. The matter will be set for further hearing in order to determine this liability.

NOTE: The foregoing stipulation is subject to confirmation by Mr. Sciaroni, representing the self-insured employers. Upon confirmation Findings and Award will issue in accordance therewith and then the matter will be reset for hearing.

IT IS ADMITTED that James Whitcomb Riley, born October 23, 1899, died January 24, 1961, as a result of his industrial injury. No attorneys' fees have been paid for this hearing, no arrangements made.

ISSUES :

1. Dependency.
2. Liability for the statutory burial expense.
3. Apportionment and contribution.

JAMES C. RILEY, whose address is 2480 Kellogg Park Drive, Pomona, California, called by applicant, testified substantially as follows:

He is the son of James W. Riley, deceased. By order of the Superior Court he was appointed guardian ad litem of Grace Riley, his mother. The parties named in the marriage certificate, which was displayed to the witness, are his father and mother. He was born November 24, 1924. To his knowledge neither his father nor his mother were previously married. His father and mother resided in California at all times, and from the date of their marriage

until the date of the decedant's death they resided together as husband and wife. There was no separation or action for divorce filed by one against the other. There are three children of the marriage, all living; the witness, Larry age 31, and Mary Lou age 34. The deceased contributed to the support of no one except his wife within a year prior to his death. The burial was paid by his mother and the entire bill including cemetery amounted to \$1100. The undertaker's bill was seven hundred some odd dollars.

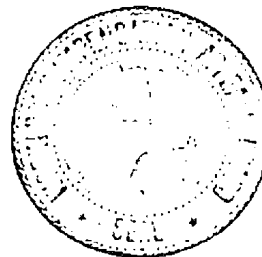
DISPOSITION:

Upon confirmation the matter will stand submitted at which time Findings and Award will issue in accordance with the stipulations of the parties.

The matter will be reset for hearing in order to determine the liability of Jamar & Olneh Company, and Employers Mutual Liability Insurance Company of Wisconsin, a corporation, the carrier, on notice to all parties. A half day will be allowed.

GAM:th

GEORGE A. MARTINELLI, Referee



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CASE NO. 57-LA 182-835

GRACE RILEY, by her Guardian
ad Litem and Trustee,
James C. Riley,

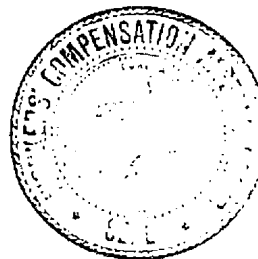
Applicant,

vs

ORDER APPOINTING
TRUSTEE, FINDINGS AND
AWARD, AND ORDER FOR
CONTRIBUTION

JOHNS-MANVILLE, INCORPORATED, a
corporation; SOUTHERN ASBESTOS
& MAGNESIA CORPORATION, a corpora-
tion; ASBESTOS COMPANY OF CALIFORNIA;
PLANT RUBBER & ASBESTOS WORKS (COMPANY);
LOS ANGELES RUBBER COMPANY; MARINE
ENGINEERING COMPANY, a corporation;
FIBERGLASS ENGINEERING & SUPPLY
COMPANY, a corporation; ROBERT O.
LYNCH, an individual, doing business
as Lynch Asbestos Company and Lynch
Asbestos Company, a corporation;
PLANT INSULATION COMPANY, a corpora-
tion; COAST INSULATION PRODUCTS, a
corporation; ARMSTRONG CORK COMPANY,
a corporation; J. T. THORPE, INC.,
a corporation; WARREN AND BAILEY;
TOTMAN-MORGAN COMPANY; OWENS-CORNING
FIBERGLASS COMPANY, PACIFIC COAST
DIVISION; PLANT INSULATION AND THORPE
COMPANY; WESTON ASBESTOS COMPANY;
M. R. CARPENTER; PLANT RUBBER AND
ASBESTOS WORKS; EARL O. STICE COMPANY;
UNITED CORK COMPANY; CORK INSULATION
COMPANY; MUNDT CORK COMPANY; METAL
CLAD INSULATION COMPANY; OIL FIELD
CONSTRUCTION; E. J. BARTELLS COMPANY;
ISOTHERM COMPANY; JAMAR & OLNEY
COMPANY; ASBESTOS PRODUCTS COMPANY;
UNITED REFRACTORY CONSTRUCTION COMPANY;
PHILIP CAREY MANUFACTURING COMPANY;
REESE INSULATION COMPANY; LOS ANGELES
CORK COMPANY; MOUNTAIN STATE CONSTRUC-
TION COMPANY; FIBRESCARD PAPER PRODUCTS
CORPORATION; PARRIFINE COMPANY, IN-
CORPORATED; C. R. DUTTON, C. A.
LEIGHTON, WESTON PIERRE GLASS SUPPLY, LTD.

EMPLOYERS LIABILITY ASSURANCE COR-
PORATION, LTD. OF LONDON, ENGLAND,
a corporation; THE TRAVELERS INSURANCE
COMPANY, a corporation; ASSOCIATED
INDEMNITY COMPANY, a corporation;
FIREMAN'S FUND INDEMNITY COMPANY,
a corporation; AETNA CASUALTY & SURETY
COMPANY, a corporation; INDUSTRIAL
INDEMNITY COMPANY, a corporation;
EMPLOYERS MUTUAL LIABILITY INSURANCE
COMPANY OF WISCONSIN, a corporation;
GUARANTEE INSURANCE COMPANY, a cor-
poration; ARGONAUT INSURANCE COMPANY,



a corporation; AMERICAN MOTORISTS
INSURANCE COMPANY, a corporation;
ZURICH INSURANCE COMPANY, a cor-
poration; PACIFIC EMPLOYERS INSUR-
ANCE COMPANY, a corporation; STATE
COMPENSATION INSURANCE FUND; THE
UNITED PACIFIC INSURANCE COMPANY,
a corporation; STANDARD ACCIDENT
INSURANCE COMPANY; a corporation;
GENERAL ACCIDENT, FIRE & LIFE
INSURANCE CORPORATION, a corporation;
NATIONAL AUTOMOBILE AND CASUALTY
COMPANY, a corporation; LIBERTY
MUTUAL INSURANCE COMPANY, a
corporation,

Defendants.

Hays, McLaughlin and Evans, by John F. McLaughlin,
applicant's attorneys
Spray, Gould and Bowers, by David B. Allen,
attorneys for Guarantee Insurance Co.
Herlihy and Herlihy, by George Thompson,
attorneys for Industrial Indemnity Co.,
Fireman's Fund Insurance Company, Argonaut
Insurance Company, and Employers Liability
Assurance Corp. of London, England
Clopton and Penny, by Robert M. Penny,
attorneys for Pacific Employers Insurance Co.
Weingand, Tipton, Kendig and Stockwell, by
Claude Weingand, attorneys for United Pacific
Insurance Company, General Accident Insurance
Corporation and Associated Indemnity Co.
Brobeck, Phelger and Harrison, by Rinaldi Sciaroni,
Jr., attorneys for Plant Rubber & Asbestos Works,
self-insured, and Fibreboard Paper Products
Corporation, formerly known as The Parrifine
Company, Inc., also formerly known as Pabco
Products, Inc., self-insured
Joseph Blachak, representing The Travelers
Insurance Company
Ray Cusick, attorney for Standard Accident
Insurance Company
F. E. Carignan, representing American Motorists
Insurance Company
McCaskey and Licker, by Robert Licker, attorneys
for National Automobile and Casualty Co.
George R. Haswell, by George C. Shelton, Jr.,
attorney for Liberty Mutual Insurance Co.
Petersen, Wills and Hiestand, by Ray Bennett,
attorneys for Employers Mutual Liability
Insurance Co. of Wisconsin,
Arthur Hershenson, attorney for State
Compensation Insurance Fund

James C. Riley having heretofore been appointed

Guardian ad Litem; and

GOOD CAUSE APPEARING THEREFOR:

IT IS ORDERED that James C. Riley be and he is hereby appointed Trustee for Grace Riley, to serve without bond.

An Application for the statutory death benefit having been filed herein and the defendants under prior Findings and Award having filed their Request for the joinder of additional employers and insurance carriers, together with Petition for apportionment and Contribution, and the matters having been regularly heard and submitted for decision, GEORGE A. MARTINELLI, Referee, makes his Findings and Award for the statutory death benefit and Order for Contribution as follows:

FINDINGS OF FACT

1. James Whitcomb Riley, born October 23, 1899, while employed as an insulator by various employers in the State of California, commencing in the month of January, 1920 and continuing through May 19, 1957, sustained injury arising out of and occurring in the course of his employment as follows: In the performance of his occupational duties, the employee was exposed during each and every day of his employment to deleterious dusts which caused a pneumoconiosis with superimposed tuberculosis, rendering the employee totally disabled on May 19, 1957.

2. Findings and Award issued in the employee's favor on November 27, 1959 imposing liability for said disability upon the defendant employers and their insurance carriers as set forth more specifically in Findings and Award which issued November 27, 1959 and which is incorporated herein as part of this Findings and Award. Said Findings and Award are final.

3. Said injury caused temporary total disability commencing May 20, 1957 through January 23, 1961, entitling the employee to \$40.00 per week during said time, based upon maximum earnings.

4. Said employee died January 24, 1961. Said death was proximately the result of the industrial injury herein.

5. Deceased left surviving him, totally dependent, Grace Riley, his widow, who is entitled to the statutory death benefit in the sum of \$10,000.00, payable at the rate of \$40.00 per week beginning January 25, 1961; together with the burial expense in the sum of \$400.00.

6. It is to the best interests of the applicant herein that the death benefit be commuted and paid in a lump sum.

7. The total value of the claim herein is the sum of \$25,720.07, comprised of the following items:

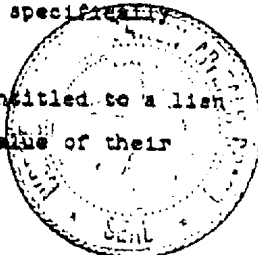
- a) For temporary total disability indemnity, \$ 7,680.00;
- b) For medical treatment, \$4,592.76;
- c) The commuted value of the death benefit, \$9,326.76;
- d) Reimbursement for burial expense, \$400.00;
- e) Reimbursement for self-procured medical treatment, \$233.00;
- f) Lien claim of Veterans Administration for medical treatment, \$3,487.55.

8. Industrial Indemnity Company, a corporation, one of the defendants held liable under the original Findings and Award is liable for the payment of the entire Award herein.

9. Indemnity for all periods of temporary disability has been paid and all medical treatment furnished by Industrial Indemnity Company, a corporation, except as hereinafter noted:

10. The following sum remains unpaid: \$13,447.31 representing the statutory death benefit, reimbursement for self-procured medical treatment and reimbursement for medical services rendered by the Veterans Administration, as more specifically set forth in Finding #7.

11. Applicant's attorneys are entitled to a lien against unpaid compensation for the reasonable value of their services in the sum of \$750.00.



12. The Travelers Insurance Company, a corporation, is entitled to a lien against unpaid compensation in the sum of \$200.00.

13. Veterans Administration is entitled to a lien in the sum of \$3,487.55 payable by Industrial Indemnity Company, a corporation.

14. The industrial injury and death herein were the result of exposure to deleterious dusts over a continuous period of time and proximately caused by employments other than that for which Industrial Indemnity Company, a corporation, was the carrier. The liability of those known employers and insurance carriers based upon periods of exposure is as follows:

Plant Rubber and Asbestos Works (Company)	\$ 6,061.81
Associated Indemnity Co.	81.85
United Pacific Insurance Co.	842.05
General Accident, Fire & Life Insurance Co.	51.26
National Automobile & Casualty Co.	84.47
American Motorists Insurance Co.	1,473.37
Guarantee Insurance Co.	651.77
Liberty Mutual Insurance Co.	441.09
Standard Accident Insurance Co.	219.31
State Compensation Insurance Fund	1,085.53
Argonaut Insurance Co.	733.59
The Travelers Insurance Co.	1,324.91
Employers Liability Assurance Corporation, Ltd. of London, England	1,481.54
Aetna Casualty & Surety Co.	1,530.59
Fireman's Fund Indemnity Co.	2,374.97
(Industrial Indemnity Co.	2,705.28)
Pacific Employers Insurance Co.	4,603.63
Total	\$ 25,720.07

15. There are employers and insurance carriers whose liability for contribution has not been determined. Jurisdiction is reserved to further apportion said liability upon the request of any party in interest.

A W A R D

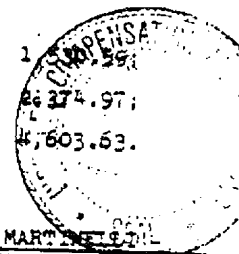
AWARD IS MADE in favor of Grace Riley against Industrial Indemnity Company, a corporation, payable to James C.

Riley, Trustee, the sum of \$13,447.31, payable forthwith, together with interest as provided by law; less \$750.00 payable to Hays, McLaughlin and Evans, as attorneys' fees; less \$200.00 payable to The Travelers Insurance Company, a corporation, and less the sum of \$3,487.55 payable directly to Veterans Administration.

ORDER FOR CONTRIBUTION

IT IS ORDERED that the employers or carriers listed below pay to Industrial Indemnity Company, a corporation, the following amounts forthwith:

Plant Rubber and Asbestos Works (Company)	\$ 6,061.81;
Associated Indemnity Co.	81.85;
United Pacific Insurance Co.	842.05;
General Accident, Fire & Life Insurance Co.	51.26;
National Automobile & Casualty Co.	84.47;
American Motorists Insurance Co.	1,473.37;
Guarantee Insurance Co.	651.77;
Liberty Mutual Insurance Co.	441.09;
Standard Accident Insurance Co.	219.31;
State Compensation Insurance Fund	1,085.58;
Argonaut Insurance Co.	733.59;
The Travelers Insurance Co.	1,324.91;
Employers Liability Assurance Corporation, Ltd. of London, England	1,481.54;
Aetna Casualty & Surety Co.	1,300.59;
Fireman's Fund Indemnity Co.	2,374.97;
Pacific Employers Insurance Co.	4,603.63.

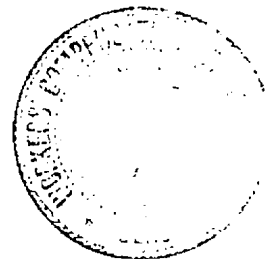


GAM:NN
DATED AT LOS ANGELES, CALIFORNIA
AUGUST 3, 1961
S E A L

GEORGE A. MARTIN, JR.
Referee
INDUSTRIAL ACCIDENT COMMISSION

PARTIES SERVED: 8-3-61 on:

Grace Riley, 1596 West Juno Avenue, Apartment 1, Anaheim, Calif.
James C. Riley, 1596 West Juno Avenue, Apartment 1, Anaheim, Calif.
Veterans Administration, 5701 Bellflower Blvd, Long Beach
Veterans Administration, 5901 East 7th Street, Long Beach
Attn: A. P. Willis, Registrar
Hays, McLaughlin and Evans, 6331 Hollywood Blvd, Los Angeles 28
Spray, Gould and Bowers, 1671 Wilshire Blvd., L.A.
Herlihy and Herlihy, 412 W. 6th Street, L.A. 14
Clepton and Penny, 639 S. Spring St., L.A. 14
Weingand, Tipton, Kendig and Stockwell, 611 S. Catalina, L.A.
Brobeck, Pfeizer and Harrison, 111 Sutter St., San Francisco
Joseph Bilchak, The Travelers Insurance Co. 510 W. 6th St, L.A.
Ray Cusick, Standard Accident Ins. Co. 548 S. Kingsley, L.A.
S. E. Carignan, American Motorists Ins. Co. 3545 Wilshire, L.A.
McCaskey and Licker, National Auto. & Cas. Co. 639 S. Spring, L.A.
George Haswell, Liberty Mutual Ins. Co. 7th S. Hill St., L.A.
Petersen, Willis, & Hiestand, Employers Mutual Liability Insurance
Co. of Wisconsin, 3540 Wilshire Blvd, L.A.
Arthur Hershenson, State Compensation Ins. Fund, Box 2134, L.A. 54
Associated Indemnity Co. Box 2133, L.A. 54
Guarantee Insurance Co. 1671 Wilshire Blvd., L.A..
Industrial Indemnity Co. Box 2252, L.A. 54
Fireman's Fund Insurance Co. 3440 Wilshire, L.A.
Argonaut Insurance Co. 1001 Wilshire Blvd, L.A.
Employers Liability Assur. Corp. of London, England, 639 S. New
Hampshire, L.A.
Pacific Employers Insurance Co. 1033 S. Hope St., L.A.
United Pacific Insurance Co. 616 S. Shatto Place, L.A.
General Accident, Fire and Life Ins. Co. 3535 W. 6th St., L.A.
Plant Rubber and Asbestos Co., c/o Plant Insulation Co.
2741 S. Yates Ave., Los Angeles
Pibreboard Paper Products Corp. 475 Brannon St., San Francisco 19
Phoenix Indemnity Co. 3750 W. 6th St., L.A.
Aetna Casualty & Surety Co. 810 S. Spring St., L.A. 14
Zurich Insurance Co. 4465 Wilshire, L.A.
McCartney, Hall and Ryan, 639 S. Spring St., L.A.
Arnold Smith, Sacramento
Division of Labor Statistics, San Francisco
Jenns-Manville, Inc. P.O. Box 9067, Long Beach 10p Attn: Bert
Gilbertson



04-2 22 57 2 122-835

१३३

COMM-TESTER EDITION



Petitions for Reconsideration were filed by Industrial Indemnity Company, Fireman's Fund Indemnity Company, Employers Liability Assurance Corporation, Ltd., American Motorists Insurance Company and Guarantee Insurance Company contending that applicant's failure to make an election under Labor Code, Section 5500.5, and his failure to join all proper defendants, together with the weaknesses of his allegations and testimony, do not justify the Joint and Several Award, that such an award works undue hardship and penalizes "cooperative" carriers, and that the award should have been apportioned on a percentage basis considering the amount of coverage and employment over the whole.

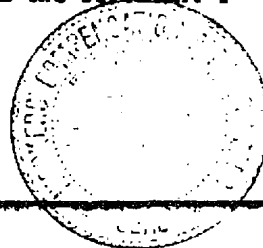
On May 23, 1957, applicant, a 57-year-old asbestos worker filed his application alleging injury to his lungs caused by exposure to asbestos dust as a result of which he had to leave work May 19, 1957. In an amended Application filed July 15, 1957, he alleged the date of injury was 1920 to May 19, 1957 and listed twelve employers during that period.

Subsequently, two more employers were joined, one by applicant and one by defendant, and on July 9, 1958 a request was made for the Social Security records. These records indicated many more potentially liable employers, however, no more were joined in this proceeding.

On July 13, 1959, a biopsy confirmed the diagnosis of asbestosis, as well as carcinoma and other pathology related to the asbestosis. On November 27, 1959, findings and award issued holding all of the timely joined defendants who had appeared in the matter jointly and severally liable.

Labor Code, Section 5500.5, provides that the employee making a claim of occupational disease "may elect to proceed against any one or more of the employers named in his Application." An election to proceed is inherent in and manifested by the act of proceeding. Thus, where only one of several employers is named in the Application, the act of filing and proceeding against that employer is an election. Similarly, where the employee names a number of employers and prosecutes his claim against all of them, as here, it is obvious that he has chosen to proceed against all of them.

The reason for the right of election is to free the applicant of the necessity of joining and proving his case against all potentially liable defendants. In the instant case, the applicant elected to proceed against all the employers he named and joined, and elected not to proceed against all others whom the defendant's urge should have been joined.



Inasmuch as applicant did make an election, the form of the award was mandatory under the provisions of Labor Code, Section 5500.5: "... any award which the Commission shall issue awarding compensation benefits shall be a joint and several award"

Applicant's right to a joint and several award with deferred apportionment was declared by the Supreme Court years before the enactment of Labor Code, Section 5500.5. In Colonial Insurance Company v. I.A.C. (Peabody), 11 CCC 227, the court said:

"To require an employee disabled with such a disease to fix upon each of the carriers or employers the precise portion of the disability attributable to its contribution to the cause of the malady is not in consonance with the required liberal interpretation and application of the workers' compensation laws. The successive carriers or employers should properly have the burden of adjusting the share that each should bear and that should be done by them in an independent proceeding between themselves. They are in a better position to produce evidence on the subject and establish the proper apportionment. All of them may have contributed to the disability and the employee should be permitted to proceed against and have an award against any or all of them for the whole disability if the evidence disclosed that he was exposed to silica dust during his period of employment with each of the employers named."

The foregoing was cited and followed by the Third District Court in Globe Indemnity Company v. I.A.C. (Yreabath), 19 CCC 132, 136, and in State of California v. I.A.C. (Walters), 22 CCC 160, 167 which construed Labor Code, Section 5500.5. In the latter case, the Supreme Court pointed out that it was desirable from the employee's standpoint that the initial proceedings be kept as simple as possible, and that the employee should not be concerned with whether all of his employers or their insurance carriers have been sought out, or of even participating as an active party in proceedings necessary to determine the ultimate apportionments . . . , but bearing in mind that in the original proceeding each employer named and against whom an award can be made is jointly and severally liable, the provision for supplemental proceedings to determine apportionment is primarily for the benefit of the employers.

The holdings in the above cited cases were applied by this Panel in the case of Rising v. Anacosta Irons Co., et al., No. 55 LA 160-376, which involved a contribution from the subsequent

Injuries Fund. The Panel stated the following:

"Briefly reviewing the proceedings in this case, it should be noted that after lengthy procedures Findings and Award first issued on May 22, 1956. Principally, the award was for temporary disability, which was on a continuing basis and for medical treatment. The liability was separated and apportioned among the various defendants, including the Subsequent Injuries Fund. Under this apportionment, ten of the defendants were called upon to make payments of less than \$1.00 per week. Petitions for Reconsideration were filed by the Subsequent Injuries Fund and two of the insurance carriers. The petitions were granted. The Panel on its own motion granted reconsideration to the other defendants. The Panel at that time expressed the opinion that it was improper to make an award directly against the Subsequent Injuries Fund in favor of the employee. We also observed that the award against the other defendants must be joint and several. We discussed the Pedroza case and also the statute in question and pointed out that the purpose of a joint and several award was to obviate the payment to the applicant of numerous small amounts by numerous defendants. Our decisions in many other cases has been to the same effect. Not only is it impractical to expect an employee to seek payments of compensation in small amounts from various defendants but it is even more impractical to expect him to obtain medical treatment and then expect his doctors or hospital to bill numerous defendants in small amounts."

On page 4 of said Decision, the Panel continued:

"We recognize that subdivision (b) of Section 5500.5 provides that the Commission shall direct that the Subsequent Injuries Fund contribution shall be paid, either directly or by way of reimbursing any employer or employers who have paid said award. . . . This may be taken as authority for making an award directly against the Subsequent Injuries Fund. However, throughout the section it is stated that the award against the employers shall be joint and several. There is no basis for including the Subsequent Injuries Fund as one of the defendants who is jointly and severally liable. We recognize that the section

uses the phrase 'apportionment of liability or right of contribution.' However, we have taken the word 'apportionment' in this situation to mean apportionment of the contribution rights of the defendants rather than an apportionment of their direct liability to the applicant. In the second paragraph of the section it is stated that the award shall be joint and several against the employers. In subdivision (a) it is again stated that all employers shall be jointly and severally liable. In subdivision (b) the joint and several character of the award is again recognized. It appears to us that it is mandatory that the award be joint and several."

Thus there can be little doubt as to the propriety of a joint and several award in the initial proceedings of an occupational disease case. In Chiesi v. Alloy Steel, et al., 56 LA 172-941, an occupational disease case, the defendant carriers apparently questioned the efficacy of a Joint and Several award, and they failed to pay it. The Commission issued certification of the award, judgment was entered and execution levied on one of the jointly held carriers selected by applicant's counsel. Thereafter the award was paid.

The provisions of Labor Code, Section 5500.5, for election, joint and several award and supplemental proceedings are integral parts of a well-purposed plan to get compensation to diseased applicants without the extended proceedings and delays that would otherwise ensue. Without the joint and several award, the intent of the law would be frustrated and the other provisions rendered futile.

Some of the petitioners complain that they were held on the basis of vague allegations and vague testimony contradicted by other evidence and records not in evidence, and that a Joint and Several award based on such evidence penalizes cooperative carriers and will lead to "the withholding of records and information in the future to the detriment of all concerned appearing before the Industrial Accident Commission on cases such as this."

Vagueness of allegation and testimony are concomitant with occupational disease cases for reasons recognized by petitioners. It is primarily because the recollection of a 20 to 30 year employment history of an ailing applicant is apt to be vague that the law provides for election, joint and several award and deferred determination of contribution rights.

Despite this attempted protection, litigation of an occupational disease can frequently take years during which time the applicant may be uncompensated and uncared for. Death not infrequently

interrupts the claim of a moribund applicant before final determination of his rights can be made.

For the foregoing reasons:

IT IS ORDERED that the Petitions for Reconsideration be and the same are hereby denied.

INDUSTRIAL ACCIDENT COMMISSION

/s/ BEN HARVIE

/s/ JULIUS MIDDLEB

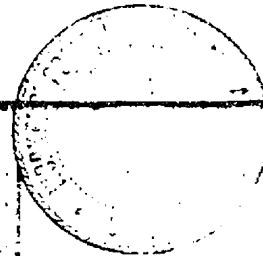
/s/ RUSSELL MATHER

Commissioners

S E A L

DATED AT LOS ANGELES, CALIFORNIA

Feb 11 1960



CASE NO. 57-L.A. 182-835

JAMES WHITCOMB RILEY

vs

JOHNS-MANVILLE, INC.,
et al

Referee: George A. Martinelli
Dictated: November 25, 1959

Injury: Beginning Jan.,
1920 through
May 19, 1957.

REPORT OF REFEREE ON FINDINGS & AWARD

Insulator, born October 23, 1899, claims injury to the lungs (pneumoconiosis) due to employment activities for a period of many years. The employment goes back to the year 1920 when the applicant started working for Johns-Manville which at that time was located at Third and Main Streets, Los Angeles. In his work he was subjected to dusts and asbestos fibers.

His employment continued on with various employers between 1921 and 1925 and thereafter, he was employed by Warren and Bailey, Southern Asbestos Magnesia Corporation, Plant Rubber and Asbestos Company, Los Angeles Rubber Company, Marine Engineering Company, Lynch Asbestos Company, Plant Insulation and Thorpe, Armstrong Cork Company, Coast Insulation Company, Totman-Morgan Company and J. T. Thorpe, Inc.

Applicant testified from memory at the hearing and as is usual in this type of case, he was unable to recall all the employers for whom he was employed. His records were obtained from the Social Security Administration and indicate that there are a considerable number of employers who may be responsible for the applicant's disability, but who to date have not been joined. Their liability, however, can always be determined on supplemental proceedings in accordance with the provisions of Labor Code Section 5500.5.

The evidence in this case is quite clear that in the employments listed above, the applicant was subjected to asbestos dust, silica dust and fiberglass dust. The diagnoses have been determined as silicosis, asbestosis and tuberculosis. As to the relationship between the diagnosis and fiberglass dust, the testimony of the doctors is to the effect that in experimental work with animals where the animals were subjected to fiberglass dust, a fibrosis of the lungs developed. It would appear, therefore, that the inhalation of fiberglass dust in this case also added to the disability from which the applicant suffers. On this point, we direct attention to the case of Fireman's Fund Indemnity Co. v. I.A.C., 14 CCC, 151 where the court said: "Although there is no direct proof that the dust was silica-bearing, since no such proof is available, the inference from (the applicant's) reaction that it was cannot be held unreasonable."

As noted previously, all of the employers who may have liability have not been joined, and the evidence is inadequate at this time to determine a fair apportionment of the liability. We are compelled under the decisions recently issued, particularly in the case of Subsequent Injuries Fund v. I.A.C., 22 CCC, Page 100, and the provisions of Labor Code Section 5500.5 to issue a joint and several Award against the employers and carriers who have appeared. The court in the above case said that the employee can look to any one of his employers in the original proceedings and it would thus appear to be more in keeping with the general intent of section 5500.5 for the commission to make its initial determination

solely between the employee and one or more employers (or carriers) then available, leaving to supplemental proceedings, the ultimate apportionment as among the several employers.

We therefore find from the evidence that the employers above named and the insurance carriers for the employers are jointly and severally liable for the applicant's disability which consists of a pneumoconiosis and more specifically, asbestosis, silicosis and a complicating tuberculosis.

The applicant became disabled because of his pneumoconiosis on May 19, 1957 which is the date of injury under the occupational disease statute.

The application was filed on May 23, 1957 and it is quite clear, therefore, that the claim is not barred by the Statute of Limitations.

The applicant has been continuously totally disabled since that time. After the action was filed and in order to obtain a proper diagnosis, the Independent Medical Examiner was authorized to operate on the applicant. It was impossible to perform a biopsy without removal of the lung because of a cancerous condition of the lung. The lower lobe of the right lung was removed. The applicant is convalescing from this condition. Medical opinion inclines to the view that the incident of carcinoma is much more prevalent in patients suffering from pneumoconiosis than people at large. The doctors who testified were inclined to this view, and the same fact is mentioned in the report of Dr. John H. Urabeo, dated October 6, 1959.

As far as the disability from the surgery is concerned, the applicant will be employable within a very short period of time.

It is too soon at this time to determine the permanent disability resulting from the industrial exposure and we are reserving jurisdiction to rate for permanent disability.

Earnings from the evidence are clearly maximum.

The applicant is entitled to be reimbursed for his self-procured medical treatment to cure or relieve from the effects of the injury. Notice of the injury was given by the filing of the application upon those employers and carriers responding to these proceedings. However, in all events, under the case of Simien v. I.A.C., 21 CCC, Page 10, we find there was no neglect by the applicant in demanding of the various employers medical treatment at the time when he did not truly know what his disability was.

The Veterans Administration Hospital has filed a lien in the sum of \$2,685.50 for treatment rendered at their facilities and among said reimbursement, this item should be paid directly to the Veterans Administration Hospital.

There is a lien on file in the sum of \$105.00 by Dr. C. Pierre De Lawter. However, Dr. De Lawter was the anesthesiologist at the time the lower lobe of the right lung was removed and the bill also indicates that copies were served upon the defendants. It is assumed that this bill has been or will be paid in accordance with the defendants' prior authorization, and the finding of medical reimbursement will allow Dr. De Lawter the sum of \$105.00. Lien to Dr. De Lawter is denied.

Applicant has incurred obligations for medical treatment and medical reports in the sum of \$481.00, \$331.00 of this amount is for treatment. The sum of \$150.00 for medical report which is payable directly to Dr. Shirey is reimbursement under Section 4600 since said report assists the applicant in establishing his

claim. The bill for treatment by Dr. Shirey does not appear to be a final bill.

Founders Insurance Company has paid the applicant the sum of \$1040.00 as disability indemnity for a period of 26 weeks at the rate of \$40.00 per week beginning May 27, 1957 and it is entitled to a lien for this amount. It has also paid to the applicant the sum of \$120.00 for hospital allowance, but under the recent case of Fireman's Fund v. I.A.C., 24 CCC, Page 109, it is not entitled to a lien for this amount.

We are granting the applicant such further medical and/or surgical treatment as may reasonably be required to cure or relieve from the effects of the injury.

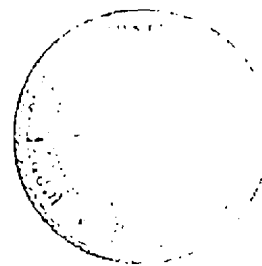
Pursuant to stipulation of the parties, Phoenix Indemnity Company is entitled to be dismissed.

Applicant's attorneys are entitled to a lien against unpaid compensation for the reasonable value of their services in the sum of \$750.00.

Findings and Award, Order Denying Lien Claim and Order Dismissing Party Defendant are submitted herewith in accordance with the above discussion.

GAM:NN

GEORGE A. MARTINELLI
Referee



JAMES WHITCOMBE RILEY

EXH. NO. 57 L A 182-835

vs.

JOHNS-MANVILLE, INC., et al

REFEREE: GEORGE A. MARTINELLI
HEARING: November 15, 1959
DICTATED: November 16, 1959

INJURY: In issue

COUNSEL: Hays & McLaughlin by John F. McLaughlin, attys for appl.
Herlihy & Herlihy by Kennis T. Jones, attys for Argonaut
Ins. Co., Industrial Indemnity Co., Fireman's Fund In-
demnity Co., Phoenix Indemnity Co., Aetna Casualty & Surety
Co., and Employers Liability Assurance Co.
Clepton & Penny by Robert Wreissner, attys for Pacific
Employers Ins. Co.
Spray, Gould & Bowers by Maurice W. Bralley, Jr., attys
for Guarantee Ins. Co.
Joseph Bilshak, representative for The Travelers Ins. Co.
P. E. Carignan, representative for American Motorists
Weingand & Tipton by Claud Weingand, attys for Associated
Indemnity Co.

REPORT OF REFEREE ON FURTHER HEARING

LYMAN A. BREWER, M.D., called by defendants for cross-examination,
testified substantially as follows:

He is a doctor of medicine, specializing in thoracic surgery. He saw the applicant on behalf of the Industrial Accident Commission and prepared his report as independent medical examiner. He filed his original report, dated July 30, 1959, and supplemental report dated October 16, 1959. Because of a cancer of the right lower lobe of the right lung, surgery was performed and the right lower lobe was removed. Approximately 15 or 20% of the lung was cancerous. The mass was approximately two inches in diameter, the size of a golf ball. The cancer was probably present at least six months prior to the surgery. This is just an estimate. The age of the cancer cannot be definitely established. As far as cancer is concerned, no one so far is able to tell us why a cell will suddenly become predatory. The cancer in this case added a small increment to the over all disability. It contributed, in his opinion, very little to the over all disability. How much or in what percentage is that little disability, he is unable to state. The best he can say is that it contributed something. As far as the cancer, itself, is concerned in this case, assuming the remainder of the lung was normal, the cancer, in itself, would not be incapacitating.

There was some tuberculosis of the upper right lobe and a portion of it was removed. The entire upper right lobe would have been removed if the left lung were normal; but in view of the fact that there was a pneumoconiosis present and applicant needed all of the breathing facilities that could be mustered, it was decided not to remove the upper right lobe. If the applicant had no other trouble in his lungs except the cancer, which was removed, the applicant could return to work approximately one month after the healing, but this varies a lot with individuals and it may take several months before such a person can return to employment.

The last time the witness saw the applicant, the applicant was improving. The inability to work would not be caused by tuberculosis because the evidence of tuberculosis was a clinical manifestation only. Under medication the sputum was negative. The disability here is due to asbestosis. Asbestos bodies were found in the lung tissues and the history of exposure to this product for a number of years is known. Asbestosis does, in time, become a disabling disease. The incidence of pulmonary tuberculosis and cancer is greater where there is a complication of asbestosis than in other cases. It is true that there may have been other dusts besides asbestos involved here. Dr. Bangle, the pathologist, indicates evidence of silica and siderosis dust in his report. As far as fiber glass is concerned, there is a

divergence of opinion as to whether it will cause or predispose to a pneumoconiosis. The witness does not want to go on record on a firm commitment on either side. He has no strong medical opinion on the question. He is unable to apportion the various factors of disability. As far as the cancer is concerned, he can only say that a very small percentage of this disability would be the result of cancer. The asbestosis disability is far greater than the tubercular disability, which is now controlled and becomes a lesser factor. As far as the chest surgery is concerned, the applicant's maximum improvement has been reached now or will be within the next few months. As far as the tuberculosis is concerned, it seems to be well controlled under treatment. As far as the asbestosis and pneumoconiosis is concerned, the condition is probably not improving.

If he could see the patient again he would be able to give a report as to his present condition. It is his understanding that the applicant is under the care of Dr. Shirey for his tuberculosis and that he was also under treatment in the Veterans' Administration Hospital for tuberculosis. When he left the Veterans' Administration Hospital he was still active for tuberculosis.

As far as the relationship between the tuberculosis and pneumoconiosis, he makes the following observation. Thirty-six per cent of patients with asbestosis become tubercular. Fifty per cent of patients with pneumoconiosis of one type or another become tubercular. There is no such high incidence of tuberculosis in the general population. The average is thirty-seven persons per one hundred thousand people. The high incidence has led many scientific writers to conclude that asbestosis is the precipitating cause of tuberculosis on the theory that it causes a weakness of the individual and of the lungs and makes the lungs more susceptible to the tubercle bacillus. He therefore believes that the tuberculosis was precipitated by the asbestosis and pneumoconiosis.

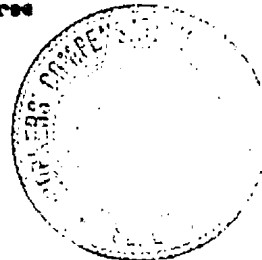
RAYMOND BANGLE, JR., M.D., called by defendants for cross-examination, testified that he is a pathologist and that at the time of undertaking his studies, there was delivered to him the lower right lobe of the lung and biopsy of the upper lobe of the lung and the mediastinal lymph nodes. Microscopic examination indicated asbestosis, pulmonary emphysema, cancer and an inflammatory process going on in the lung. Pulmonary emphysema means an over-distension of the air sacs of the lungs as the result of obstruction in the passageways. The pulmonary emphysema may be the result of the asbestosis and the inflammatory process. Pneumoconiosis is caused by inhalation of asbestos fibers. Pathologic examination indicated some silica -- non-crystalline -- such as diatomaceous earth silica. As far as fiber glass is concerned, laboratory tests with animals has shown that when exposed to fiber glass dust the animals developed pulmonary fibrosis. However, he has not been able to verify these results by any personal investigation made by him.

DISPOSITION:

The matter will stand submitted.

George A. Martinelli
GEORGE A. MARTINELLI
Referee

GAM/ah



CASE NO. 57 L.A.182-835

JAMES WHITCOMB RILEY

VS

JOHNS-MANVILLE, et al

Referee: GEORGE A. MARTINELLI

Hearing: July 3, 1958

Dictated: July 3, 1958

Injury: In issue

Mays & McLaughlin, by John F. McLaughlin,
attorneys for applicant.
Herlihy & Herlihy, by Kenneth T. Jones, attorneys
for Argonaut, Phoenix, Fireman's Fund, Pac. Indem.,
and appearing for ASacc. Indem. Corp.
Clopton & Penny, by Robert Weisner, attorneys
for Pac. Employers Ins. Co.
Spray, Gould & Bowers, by Maurice W. Bralley, Jr.,
attorneys for Employers Mutual and Guarantee.
F.E. Carignan, representative for Amer. Motorists.
Joseph Bilchak, representative for The Travelers.

REPORT OF REFEREE ON FURTHER HEARING

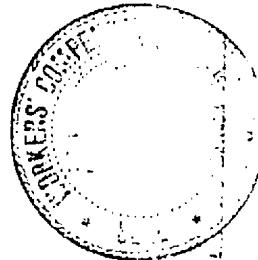
Note: Cross-examination of Dr. Smith has been waived.

RECORD: JOHN K. SHIRLEY, M.D., called by defendants for cross-examination, testified that he is a graduate of Northwestern Medical School in the year 1950; he served an internship at Evanston Hospital, Evanston, Illinois; this was followed by one year's Residency training in internal medicine at the Houston, Texas, Veterans Administration Facility; followed by one year of internal medicine training at the Veterans Facility at Long Beach, California; followed by 14 months' Residency training in pulmonary diseases at Milwaukee County Tuberculosis Sanatorium; for 18 months he was on the staff of the Pulmonary Disease Service of the Long Beach, California, Veterans Center; this ended in August 1956; during the past 23 months, he has been in private practice, specializing in pulmonary diseases and internal medicine. He was admitted to practice in California on September 7, 1955. He is associated with Drs. Smart and Boyle.

He first saw the applicant on June 27, 1957, in his office, and examined him. He saw him again in October 1957 for interview, but there was no examination. He examined him on January 20, 1958, at which time additional chest x-rays were taken; blood count was done, and then repeated 7 days later, and a stool examination some 9 days later, followed by gastric lavage 9 days later.

On February 26, 1958, he again examined the applicant; he took a blood count and fluoroscopic examination; chest x-rays; and an e.k.g. On May 16, 1958, he examined the applicant again; fluoroscopic examination was repeated; so were the x-rays; and the gastric lavage.

He has seen several thousand cases of pulmonary disease. Prior to June 1957 he saw only one case of a confirmed diagnosis of asbestosis. This diagnosis was not made by him. He has not p
f

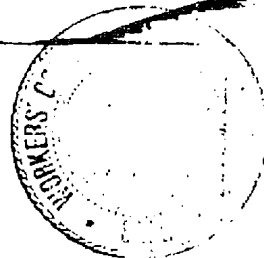


formed any lung biopsy on the applicant.

On the basis of the physical examination alone, it was his opinion that the applicant was suffering from a chronic pulmonary disease, with a probable pulmonary emphysema. Fluoroscopic examination confirmed linear fibrotic processes going on in both lungs. This could indicate that a tubercular disease was present. A first laboratory test of July 2, 1957, reported "setmount for asbestos bodies" as "negative." The tests did not enlarge upon the basic diagnosis of chronic pulmonary disease, although the skin test excluded fungus diseases as a cause of the applicant's disability. A further test for asbestos revealed three completely characteristic asbestos bodies; this indicated that the asbestos fibers were in contact with human tissue. Laboratory tests also disclosed photochromogenic colonies of acid-fast bacilli; this is a germ similar to tuberculosis but is not exactly the same thing, although its effect upon individuals is similar in nature. For instance, tuberculosis is considered a communicable disease and the State requires that all cases be reported and quarantined; this is not true of the photochromogenic disease; the Board of Health does not require report or quarantine. This is something new, and is being studied carefully, but whether it is a communicable disease is not as yet conclusively established. His diagnosis is not based on laboratory reports alone; he had to consider the applicant's work history, together with his physical examination findings. The rates detected at the lung base are characteristic of pulmonary fibrosis. There was restriction of the lung bases and this was confirmed by fluoroscopic examination. Pulmonary emphysema was present. This is a part of the pulmonary fibrosis. Also, there was evidence of adhesions between lungs and diaphragm.

There is no way of determining whether the applicant is suffering from asbestosis, outside of a lung biopsy, except to take into consideration all of the laboratory findings, the examination findings, and the history given by the applicant. With this in mind, he still insists that the diagnosis as made in his report is more than a possibility, but is the probable cause of the applicant's disability. It is true that the Veterans Administration's several tests on the applicant, and finally came up with a final diagnosis of pulmonary tuberculosis, active and at the time that the applicant had himself from the hospital, the diagnosis was "pulmonary tuberculosis, active 7 months."

The findings of the Veterans Administration are consistent with the diagnosis of tuberculosis, and will be consistent with a photochromogenic disease.



JAMES WHITCOMB RILEY

VS

JOHNS-MANVILLE, et al

Referee: GEORGE A. MARTINELLI
Hearing: January 2 and 3, 1958
Dictated: January 3, 1958

Injury: Inhalation

Hays & McLaughlin, by John F. McLaughlin,
attorneys for applicant.
F.E. Carignan, representative for Amer. Metalists.
A.G. Ewing, representative for Assoc. Indem. Co.
Herlihy & Herlihy, by Kennis T. Jones, attorneys
for Phoenix Indem. Co., Fireman's Fund, Argonaut
Ins. Co., Pac. Indem. Co.
Spray, Gould & Bowers, by Maurice W. Bralley, Jr.,
attorneys for Employers Mutual of Wis., & Guarantee Ins.
Jack Sisk, representative for The Travelers Ins. Co.
Robert Wreisaner, for Clopton & Penny, attorneys for
Pac. Employers Ins. Co.
William Shifflet, attorney for lien claimant, Founders
Ins. Co., on Jan. 2, 1958; William K. Norton, represent-
ing lien claimant on Jan. 3, 1958

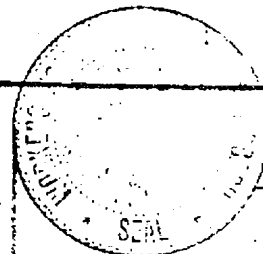
REPORT OF REFEREE ON FURTHER HEARING

ADMITTED FACTS: The insurance carrier for Plant Insulation Co.,
a corp., for the period July 19, 1954 through December 31, 1955,
was Fireman's Fund Indemnity Co., a corp. (Substituted for Stip-
ulation No. 3 of Stip. Facts & Issues entered into on Aug. 30, 1957).

IT IS FURTHER STIPULATED THAT the insurance carrier for Plant
Insulation Company for the period May 9, 1948 to Jan. 1, 1950, was
Pacific Employers Insurance Company, a corporation.

ADMITTED FACTS (Amended insofar as employment and insurance cover-
age are concerned):

1. Applicant claims employment by Johns Manville during the year
1920; during that period of time, the employer's insurance carrier
is unknown.
2. Applicant claims employment by Southern Asbestos & Magnesia
Corporation during the years 1926-7, and during that period of
time, the employer's insurance carrier is unknown.
3. Applicant claims employment by Asbestos Company of California
during the year 1928; and during that period of time, the employer's
insurance carrier is unknown.
4. Applicant claims employment by Plant Rubber & Asbestos Co.
for the period 1929 to 1934; and during that period of time the
employer's insurance carrier is unknown.
5. Applicant claims employment by Los Angeles Rubber Company
during the year 1934; during that period of time, the employer's
insurance carrier is unknown.

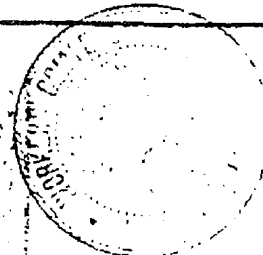


CASE NO. 57 L.A. 182-835

6. Applicant claims employment by Plant Insulation Company (Plant Insulation Company) for the period 1942 to 1947; and during that period of time, the employer's insurance carrier is unknown.
7. Applicant claims employment by Marine Engineering & Supply Company for the period 1948 to 1950; the insurance carrier for the employer during the years 1948 to 1950 was Pacific Employers Insurance Company, a corporation.
8. The insurance carrier for Robert O. Lynch, an individual, doing business as Lynch Asbestos Company, and Lynch Asbestos Company, a corp., for the period Jan. 1, 1950 through Dec. 31, 1950, was Industrial Indemnity Co., a corp.
9. The insurance carrier for Plant Insulation Company, a corp., from January 1, 1951 to January 1, 1952, was Pacific Employers Insurance Company, a corp.; and for the period January 1, 1952 through Dec. 31, 1955 was Fireman's Fund Indemnity Co., a corp.
10. Applicant was employed by Coast Insulation Products Corp. for the period Dec. 25, 1954 through April 9, 1955; during that period of time the employer's insurance carrier was Guarantee Insurance Company, a corp.
11. The applicant was employed by Coast Insulation Products, a corp., for the period commencing Nov. 11, 1955 through Jan. 13, 1956; during that period of time the insurance carrier is unknown.
12. The insurance carrier for Armstrong Cork Co., a corp., for the period Jan. 1, 1955 through Dec. 31, 1955, was The Travelers Insurance Co., a corp.
13. Applicant was employed by J.T. Thorpe, Inc., a corp., for the period Sept. 11, 1956 to May 19, 1957; during that period of time, the employer's insurance carrier was American Motorists Insurance Company, a corp.
14. The insurance carrier for Owens-Corning Fiberglas Corporation, Pacific Coast Division, for the period March 1, 1955 to March 1, 1956, was Aetna Casualty & Surety Company, a corporation.

RECORD: Applicant testified substantially as follows:
He started working as an insulator in January 1920.

Johns-Manville Company: This plant was located at 3d and Main Streets in Los Angeles; he started working for them in January 1920; he worked out of the office; he worked at the Los Angeles Shipyards; he mixed asbestos cement and applied it to pipes; he mixed powder with water and asbestos material fibers were added and this was applied to the pipes; the conditions of employment were very dusty; working inside of boiler rooms, he was confined in small quarters; this work at the Los Angeles Shipyard was on new vessels; but he also worked on two of the older vessels, the Harvard and the Yale when they were reconverted. The old material on the boilers and pipes was removed and new material installed by him. His earnings



were 80¢ per hour, working 48 hours per week. He worked for one year.

From 1921 until 1925 he did various jobs for various employers, in shops; and at homes; he insulated pipes and boilers in the oil fields, and in homes; he was subjected to dust from the material and from the earth, particularly when he had to go under homes to do his work; he used the regular materials for insulating purposes.

Warren Bailey: He started working for this company in either October or November 1925, on the power house at Terminal Island; he worked for either a year, or a year and a half; he insulated steam turbines and boilers; the material he used was of a diatomaceous earth component, and asbestos binding; there was considerable dust from this material. He worked 44 hours a week, earning a dollar an hour.

Southern Asbestos and Magnesia: He worked for this company about a year, or a year and a half, ending about July or August of 1927, at which time the company went into receivership; he did insulation of hot water tanks for apartment houses; he also worked in boiler rooms and under houses; he was subjected to dust in this occupation. He estimates that approximately 50 per cent of the time was under houses, and 50 per cent of the time in boiler rooms. He used the ordinary materials for insulating pipes; such as the diatomaceous earth component, and asbestos; he worked 40 hours a week, earning a dollar an hour.

Asbestos Company of California: He left Los Angeles the latter part of 1927, after Thanksgiving, and went to work for this company in San Francisco. He worked from around Thanksgiving until Christmas of the year 1928. He did insulation work on apartment houses, using asbestos blocks; he had to remove the old materials in order to apply the new materials, and this created considerable dust. He earned \$7.20 a day, working 5-1/2 days a week.

Plant Rubber and Asbestos Company: He worked for this company around Christmas 1923 until 1934; he insulated hot water tanks and steam boilers; he used asbestos blocks, Aircell, and rock wool. It was quite dusty in the boiler room, and in the basements there was dust from the materials and from the earth; most of the time he worked in boiler rooms; he would estimate 75 per cent of the work was in boiler rooms. He believes that he worked for Pacco Company; he was told in the latter part of his employment that this Pacco Company took over Plant Rubber & Asbestos Company; nevertheless, his checks were still issued by Plant Rubber and Asbestos Company.

On direct examination, he testified that the work was not steady; that he was out of work more than he was employed; but, on cross-examination, he said he worked pretty steady at one stretch for a period of about 15 months.

Los Angeles Rubber Company: He worked for this company from December 1934 for a period of about six months; he did insulating work on boilers and hot water tanks; he used asbestos, magnesia and a material called

and a material called "High-Temp"; he applied rock wool blankets to the boilers; he is a little hazy about this occupational activity; he earned either a dollar, or a dollar and a quarter an hour, for a 40-hour week.

His next employment was in the Navy Yards where he worked at Mare Island from 1935 to June 1942; he installed asbestos in boilers; he also wired the material about the pipes and then had to beat it to put it in shape; this created considerable dust. His net earnings, after deductions, were in the sum of \$40.77 a week.

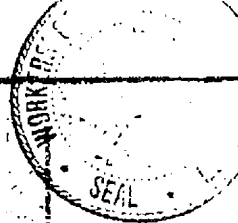
Plant Insulation Company: He returned to work for Plant Insulation about June 1942, and continued working until early 1947. Some of the work was done at Bethlehem Steel Company where he covered pipes with asbestos, using the same type of materials previously testified to. He was a supervisor, but also was subjected to dust; in the ship under construction, the atmosphere was quite dusty and the air was blown out of the holds of the ships, which created additional dust. He was paid \$2.00 per hour, working 10 hours a day. He earned about \$60 a week. He also worked at Crane Shipyard for Plant Insulation. This was on repair of ships; he used the same type of material previously testified to, and amosite, a pure asbestos fiber, was also used.

Marine Engineering: He started working about September 1948 on the power house at Redondo Beach; he worked about 8 months; his work was insulating; he applied asbestos to pipes, and amosite was also used. He earned \$2.25 per hour, working 40 hours per week. It was quite dusty, but he was located in a large building. He did some work on the outside and there was dust there, from the materials used. He estimates that about 50 per cent of his work was on the outside, and 50 per cent on the inside.

On cross-examination, he stated he was not sure whether he worked for Marine Engineering in 1946; he may have (Payroll report submitted by this employer shows applicant worked 52 weeks in 1949 and 21 weeks in 1950).

Lynch Asbestos Company: He did work for this company at the Lincoln-Mercury plant on Slauson and Eastern Avenue; he states that he started in 1950; however, he may be incorrect on this; he may have worked there in 1949. He states first that he worked about a year, and then modifies this by saying he worked 5 months at the Lincoln-Mercury plant, and then 10 months at Travis Airforce Base. All of this work was that of an insulator, using High-Temp, asbestos, and asbestos cloth. All of this work was inside work. The conditions of employment were quite dusty. He earned \$2.50 an hour, working 40 hours a week.

Plant Insulation and Thorpe: He started working for this company in 1951 and worked until 1954 (in this respect, SEE payroll report filed by Thorpe). He insulated steam pipes and water boilers; he used asbestos; fiber glass; there was a lot of dust. The work was steady; he worked off and on; earning \$3.00 an hour, working 40 hours a week. About 1954-5 he may have worked for Fiberglass Company, but he is not sure.



CASE NO. 57 L.A. 182-835

Armstrong Cork: He stated that he worked in the year 1953 for this company, doing insulating work, using asbestos blocks and other material; this was continuous employment; the conditions of employment were dusty; he earned \$3.25 an hour, working 40 hours a week. The payroll records of Armstrong Cork show that he was employed from Dec. 9, 1953 to 1-27-54; 2-1-54 to 2-7-54; and 4-5-54 to 12-16-54. During all of the above periods of employment, he did not wear a mask, except at Mare Island, where he tried out a mask for about 5 minutes but discarded it.

Coast Insulation: He worked from Dec. 25, 1954 to April 8, 1955, at Santa Maria, insulating pipe; he used asbestos material and Cal-tamp; this was out-of-doors work and although he was subjected to dust, the dust was not bad. He was then sent by his local union No. 5 to Nevada, where he worked from Nov. 11, 1955 to Jan. 13, 1956, as an insulator, working with mono-block and magnesia blocking; this was outside work, but the dust was blown into his face from the materials used. Earnings were \$3.25 an hour for a 40-hour week.

His next employment was with Totman-Morgan Company; this was from the period January 16, 1956 to August 31, 1956; he insulated steam pipes and boilers; he used asbestos cement and asbestos cloth, and vermiculite; he earned \$3.25 an hour, working 40 hours a week. Conditions of employment were very bad; he states he found them as bad as he had ever experienced.

J. T. Thorpe Co.: He started working September 11, 1956 to May 19, 1957; he again worked as an insulator, insulating boilers, using High-tamp blocks and magnesia blocks; the conditions of employment were very dusty.

Disability: He has not worked since May 19, 1957. The doctor told him that he cannot work. He noticed gradual shortness of breath starting approximately 2 or 3 years ago; then there was tiredness and weakness. He lost weight, and, with the shortness of breath, there was a cough. He went to Kaiser Medical Center at Fontana for an examination in June 1953; he was off work one day because of this examination; He went there to inquire about the shortness of breath, and his weakness. After an examination, they told him that he was all right. They took no blood test or sputum test. Except for this one day off work when he was examined at Kaiser, he lost no other time from work until May of 1957.

It was in January of 1957 that he went to the Los Angeles City Health Center and had an x-ray taken of his chest. He was eventually told, thereafter, that he had a spot on his lungs (in May 1957); he reported his condition to his employer Thorpe, and he was sent out to a Dr. Morgan for examination, who, in turn, referred him to Dr. Schofield for an examination. On his own behalf, he saw Dr. Shirey; this was on June 27, 1957, and several times thereafter; the doctor did not treat him because he was about to be admitted to the Veterans Administration Hospital; he entered the hospital July 10, 1957; he has never been hospitalized in the past. He is receiving treatment at the Veterans Hospital; he

CASE NO. 37 L.A.152-835

has not been told when he will be able to leave the hospital. He is presently under the care of Dr. Shapiro here at the Veterans Hospital.

He recalls that he has had prior chest x-rays through mobile units; this occurred several years ago; he had one or two; and when he worked at Mare Island, his chest was x-rayed every 3 months. He has also been examined by Dr. Frank Porter Miller and by Dr. Schiff.

There is no history of tuberculosis in his parents or family; he is married; his wife is living, and his three children are married.

During World War I he was in the Navy, from March 1918 to October 1919; he was given an Honorable Discharge; he was with the Navy Hospital Corps; he is not receiving any pension from any governmental agency.

DISPOSITION: 30 days to the parties for joinder of additional parties; a further Disposition will be made at that time.

GAM:hh

GEORGE A. MARTINELLI
Referee

CASE No. 57 L.A.182-835

JAMES WHITCOMB RILEY

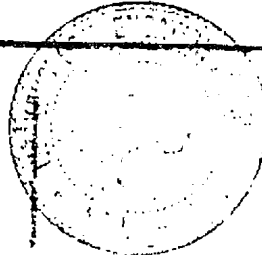
VS

JOHNS-MANVILLE, INCORPORATED,
a corporation; SOUTHERN
ASBESTOS & MAGNESIA, a corpor-
ation; ASBESTOS COMPANY OF
CALIFORNIA; PLANT RUBBER &
ASBESTOS COMPANY; LOS ANGELES
RUBBER COMPANY; MARINE ENGINEE-
ING COMPANY, a corporation;
FIBERGLASS ENGINEERING & SUPPL-
Y COMPANY, a corporation; ROBERT
O. LYNCH, an individual, doing
business as Lynch Asbestos
Company, and Lynch Asbestos
Company, a corporation; PLANT
INSULATION company, a corpor-
ation; COAST INSULATION PROD-
UCTS, a corporation; ARMSTRONG
CORK COMPANY, a corporation;
J. T. THORPE, INC., a corpor-
ation; ASSOCIATED INDEMNITY
CORPORATION, a corporation;
PACIFIC INDEMNITY COMPANY,
a corporation; FIREMAN'S FUND
INDEMNITY COMPANY, a corpor-
ation; AETNA CASUALTY & SURETY
COMPANY, a corporation; INDUS-
TRIAL INDEMNITY COMPANY, a cor-
poration; PHOENIX INDEMNITY
COMPANY, a corporation;
EMPLOYERS MUTUAL LIABILITY
INSURANCE COMPANY OF WISCONSIN,
a corporation; GUARANTEE INSUR-
ANCE COMPANY, a corporation;
ARGONAUT INSURANCE COMPANY, a cor-
poration; AMERICAN MOTORISTS
INSURANCE COMPANY, a corporation;
ZURICH INSURANCE COMPANY;
PACIFIC EMPLOYERS INSURANCE
COMPANY, a corporation; THE
TRAVELERS INSURANCE COMPANY, a
corporation

Referee: GEORGE A. MARTINELLI
Hearing: August 30, 1957
Dictated: August 30, 1957

Injury: Sept. 1956 to May 19,
1957

William T. Hays, by John P. McLaughlin, attorney
for applicant.
Delano Stalvey, representative for The Travelers Ins. Co.
A.G. Swing, representative for Assoc. Indem. Corp.
Herlihy & Herlihy, by P. George Herlihy, attorneys
for Phoenix Indem. Co., Fireman's Fund Indem. Co.,
Argonaut Ins. Co., Pac. Indem. Co.
Hamilton V. McInerney, representative for Aetna Cas. &
Surety Co.
Charles Antis, attorney for Indus. Indem. Co.



CASE NO. 57 L.F.152-835

Spray, Gould & Newers, by Charles P. Gould,
attorneys for Employers Mut. of Wis. Guaranty Ins. Co.
P.S. Carignan, representative for Amer. Motorists Ins. Co.

REPORT OF REFEREE ON FIRST HEARING

ADMITTED FACTS: Applicant, born October 23, 1899, claims asbestosis as result of exposure to asbestos dust in various employments; no medical treatment furnished; no compensation paid; no attorney's fees paid; no arrangements.

ISSUES: Employment
Occupation
Injury
Date of injury
Liability for self-procured medical treatment, if any
Earnings
Disability
Need for further medical treatment
Apportionment
Reimbursement to applicant under Labor Code Section 4600 for report of John K. Shirey, M.D., to be filed
Statute of Limitations
Prejudice through lack of notice

(For Stipulations on Coverage, see Minutes).

- - - - -

The applicant did not appear since he is confined to the Veterans Hospital at Long Beach. The parties appeared; applicant's attorney and defendants and their carriers were present, except Zurich Insurance Company, a corporation.

After a preliminary discussion, Stipulations and Issues were framed. H.V. McNerny, representative, appearing on behalf of Aetna Casualty & Surety Co., stated that Fiberglass Engineering and Supply Company, in the latter part of 1952, was insured by Aetna; this company purchased Marine Engineering Company. The records of Marine Engineering Company were retained by Fiberglass and these records show that applicant was employed by Marine Engineering for two months in 1946; 3 months in 1947; one month in 1948; 12 months in 1949; 6 months in 1950 and 6 months in 1951; and that during that period of time, the carrier was Pacific Employers Insurance Company, a corporation. IT WAS THEREFORE ORDERED THAT Pacific Employers Insurance Company, a corporation, be joined as a party defendant; there is another company for which applicant worked; it was applicant's attorney's impression that this work was performed for a Chicago company, in Illinois; he will check this further, and advise us within 10 days whether he desires further joinders of employers or carriers; whereupon the matter will be set for further hearing, at the Veterans Administration hospital at Long Beach; there is a ruling there that the patients cannot be detained more than half a day, this to be in the morning. It was suggested that the matter be set for two half-days, in the A.M.

DISPOSITION: 10 days to applicant to advise re possible joinders; whereupon the matter will be set for further hearing at the

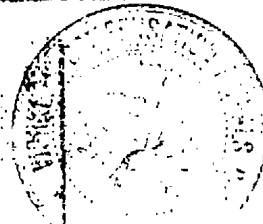


CASE NO. 57 L.A. 7182-435

Veterans Administration Hospital at Long Beach, the hearing to
be set for two half-days, in the morning.

GAM:hh

GEORGE A. MARTINELLI
Referee



WORKERS' COMPENSATION APPEALS BOARD
STATE OF CALIFORNIA

JAMES WHITCOMB RILEY

--APPLICANT

VS

JOHNS-MANVILLE, INC., ET AL

DEFENDANT (S)

CASE NO. 57 L.A. 182-822

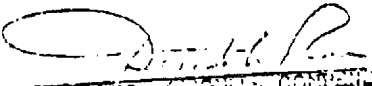
CERTIFICATION
FOR
EVIDENCE

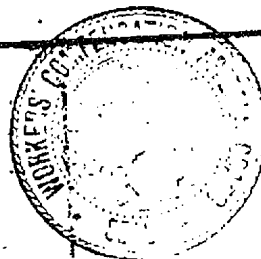
I DO HEREBY CERTIFY that the attached are
full, true and correct copies of the documents contained in the
above-entitled cause.

This certification is for evidence only
and is not to be used for filing with the County Clerk under
Labor Code Section 5806.

Attest my hand and the Seal of the
Worker's Compensation Appeals Board of the State of California.

DATED AT: LOS ANGELES, CA.
SEPTEMBER 12, 1978


PRESIDENT WORKERS' COMPENSATION BOARD



W.C.A.B. Case No. 57-4A-182-835
CASE NAME: James L. Linton, Jr. SS#: _____
EMPLOYER: Johns-Manville, Inc. et al
CARRIER: Employers Liability et al

PHOTOCOPYING (ONLY)

() Photocopy all papers in file with paperclip attached to the
RIGHT side of page. Total pages: _____
OR
() Specify document (title, date, etc.): _____

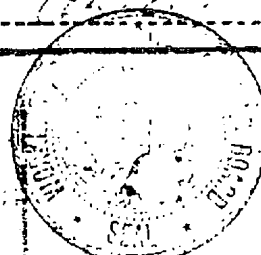
FEE: 75¢ per page (If photocopying is required in order to complete certification, this fee is in addition to the fee for photocopying.)

- (✓) Photocopy and Certify all papers in the file with superimposed
attached to RIGHT side of page. Total pages: 34
- () Certify all pages attached (already photocopied).
Total pages:

(☒) EVIDENCE: For use in any Court or Tribunal in this State for evidence only.

(☐) EXECUTION: For action in Superior Court to enforce payment of award pursuant to Labor Code Section 5803.

Form name Th. H. Schenck
by Th. H. Schenck
Address 12 H. Schenck
12 H. Schenck
Phone 1234



PHOTOCOPY OR CERTIFICATION REQUEST

V.C.A.B. Case No. 477-4A-182-835
CASE NAME: White-mb Risy SS#:
EMPLOYER: Thompson Industries, Inc.
APPLICANT:

PHOTOCOPYING (ONLY)

FE: 75¢ per page plus sales tax

-) Photocopy all papers in file with paperclip attached to the
RIGHT side of page. Total pages:
R
Specify document (title, date, etc.):

CERTIFICATION

-) 75¢ per page (If photocopying is required in order to complete
certification, this fee is in addition to the fee for photocopy-
ing.)
) Photocopy and Certify all papers in the file with paperclip
attached to RIGHT side of page. Total pages: 171
) Certify all pages attached (already photocopied).
Total pages:

USE OF CERTIFICATION

-) EVIDENCE: For use in any Court or Tribunal in this State for
evidence only.
) EXECUTION: For action in Superior Court to enforce payment of
award pursuant to Labor Code Section 5203.
of trial for which Certification is needed:

PAID \$
(Check or cash attached)

INVOICE
for payment

Firm name Thompson Industries, Inc.
by James H. Thompson
Address 1111 1st St. N.E.
Atlanta, Ga. 30309
Phone 404-525-6881



NOV 21 1957

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
CASE NO. 57 LA 183-835

HEARING CASE NO. 57
REFEREE

JAMES WHITCOMB RILEY,

Applicant,

vs.

JOHNS-MANVILLE, INC., a
Corporation, et al.,

Defendants.

APPLICATION FOR HEARING AND
PETITION FOR REAPPORTIONMENT
AND DETERMINATION OF ADDITIONAL
AND MULTIPLE LIABILITY AND
RESPONSIBILITY UNDER LABOR CODE
SECTION 5500.5.

COMES NOW your Petitioner, THE INDUSTRIAL INDEMNITY
COMPANY, and by this, its Petition, respectfully states, shows,
alleges, and petitions as follows:

STATEMENT OF FACT AND ALLEGATIONS

James Whitcomb Riley, born October 23, 1899, sustained
an industrial injury (occupational disease of asbestosis with com-
plications) during the approximate period of January 1920 through
May, 1957 while employed in California at maximum earnings as an
insulator by multiple employers under multiple insurance coverages.

That applicant became temporarily totally disabled on
May 20, 1957, which temporary total disability continues to the
present time with no cessation date available or foreseeable.

That applicant sustained and incurred substantial medi-
cal treatment to cure and relieve from the effects of his industrial
injury which need continues with no cessation date available or fore-
seeable.

That applicant may ultimately sustain some permanent dis-
ability, the extent of which is presently incapable of exact evalua-
tion.

That an application for hearing for compensation benefits
was filed on or about August 2, 1957 which was followed by substan-
tial litigation resulting in a Findings and Award of November 27, 1959,
a copy of which is attached hereto and made a part of this record as
Exhibit "A".

That Petitions for Reconsideration were filed by multiple

defendants but denied by Order of the Southern Panel of the Industrial Accident Commission on February 4, 1960.

That on or about March 3, 1960, applicant made an election against your Petitioner only, as among those held jointly and severally, liable to pay said Findings and Award which payments in fact have been made and continue to be made.

That your Petitioner has complied with and continues to comply with said Bindings and Award. Also that to date your Petitioner has paid \$7400.00 in temporary total disability and \$1375.17 for medical treatment.

FIRST, THAT APPORTIONMENT OF THE ABOVE MENTIONED LIABILITY AND RESPONSIBILITY BE ALLOWED AS BETWEEN THOSE PARTIES HELD JOINTLY AND SEVERALLY LIABLE UNDER THE ORIGINAL FINDINGS AND AWARD BUT AGAINST WHOM NO ELECTION FOR PAYMENT WAS MADE.

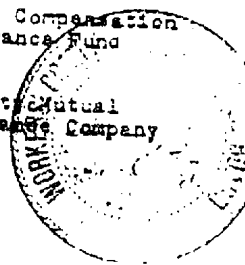
Briefly, your Petitioner respectfully requests that further proceedings be had to determine the extent of liability and responsibility under the Compensation Laws of the State of California of the various jointly and severally liable defendants who, as yet, have not been compelled to satisfy any part of said Findings and Award.

As said parties are already joined in this matter, and their employment-coverage relationship already adjudicated, your Petitioner asks that these parties be again joined only if necessary and be given notice of said proceedings so as to determine their proportionate liability:

SECOND, THAT THE FOLLOWING PARTIES EMPLOYER AND COMPENSATION CARRIER BE JOINED AS PARTIES DEFENDANT SO THAT THEIR RESPECTIVE PROPORTIONATE LIABILITY AND RESPONSIBILITY CAN BE JUDICALLY DETERMINED.

It is respectfully asserted that the applicant herein also sustained the Industrial Injury as alleged herein while in the employ of the following employers for the following periods and under the following compensation insurance coverage (see also attached letters of California Inspection Rating Bureau and Social Security Administration, marked as Exhibits B & C).

EMPLOYER	APPROXIMATE PERIOD OF EMPLOYMENT	COMPENSATION CARRIER
1. Warren & Bailey Co. 1520 So. Garfield Los Angeles, Calif.	1925-1927	Unknown
2. Plant Rubber & Asbestos Company 2741 So. Yates Ave. Los Angeles, Calif. (believed merged w/ Morris Insulation Co. same address)	1929-1934 and 1938	Unknown
3. Weston Asbestos Co. 475 Townsend Street San Francisco, Calif.	Fourth quarter 1937, First quarter 1938	State Compensation Insurance Fund, Policy Nos. 9322, 36, 9322437, 9322438
4. W. R. Carpenter 507 Front Street Sacramento, Calif.	May 1938	State Compensation Insurance Fund
5. Plant Rubber and Asbestos Works 937 Ginnon Street San Francisco 7, Cal. aka Fibre Board Paper Products Corp., and Parriffine Co., Inc. (same address)	1933-1946, irregular	Permissibly self- insured; Pacific Indemnity Company
6. Earl O. Stice Company 852 West Doran Street Glendale, California	1946	Unknown
7. C. R. Dutton, C.A. Lichten, Weston Fibre Glass Supply, Ltd. 739 Bryant Street San Francisco 7, Calif.	1946	Industrial Indemnity Exchange Policy Nos. 449833, 4450724
8. Marine Engineering & Supply Company 614 E. Second Street Los Angeles 12, Calif. (believed merged with Quartz-Fibre Glass Co., 5933 Telegraph Avenue Los Angeles, California)	Irregular 1946-1951	Pacific Employers Insurance Company
9. Rockwell Lynch, dba Lynch Asbestos Company 2372 Sacramento Street Los Angeles 21, California	1947-1948	Industrial Indemnity Company Policy Nos. 6473-01157, 6483-01145
10. Warren & Bailey Company 170 So. Anderson Street Los Angeles, California	1947	State Compensation Insurance Fund
11. United Cork Company Kearney, New Jersey	Second quarter 1948	Liberty Mutual Insurance Company



EMPLOYER	APPROXIMATE PERIOD OF EMPLOYMENT	COMPENSATION CARRIER
12. Plant Insulation Co. 2741 So. Yates Ave. Los Angeles 22, Calif. (now known as Thorpe Insulation Company, same address)	1948-1955 Intermittently	Pacific Employers Insurance Company Fireman's Fund Insurance Company
13. Cork Insulation Co., Inc. 155 East 44th Street New York 17, New York	Fourth quarter 1948	Unknown
14. J. T. Thorpe, Inc. 943 E. Second St. Los Angeles 12, Calif.	First quarter 1949; 1956-1957	Pacific Employers Insurance Company American Motorist Insurance Company
15. Weindt Cork Company 7101 Bonelle Ave. North Bergen, N. J.	First and second quarters 1950; Fourth quarter 1952	Unknown
16. Metal Glad Insulation Company 1759 Western Ave. Torrence, Calif.	Second & third quarter 1950	The Aetna Casualty & Surety Company
17. J. T. Thorpe & Sons, Inc. 1351 Ocean Avenue Emeryville, Calif.	Fourth quarter 1950	Unknown
18. Oil Field Construction Co. of Bakersfield 2850 Cherry Ave. Long Beach 6, Calif.	Second & third quarter 1951	The United Pacific Insurance Company Policy No. TCW 13353
19. E. J. Bartells Company 12 - 26th Avenue S. Seattle 4, Washington	Third quarter 1951	Associated Indemnity Company Policy Nos. C-47-3752 & 47-6597
20. Armstrong Cork Company Liberty & Charlotte Sts. Lancaster, Penna.	Fourth quarter 1951 " " 1953, 1954	Standard Accident Insurance Company The Travels Insur- ance Company
21. Isotherm Company 2100 Union Avenue Bakersfield, Calif.	First & Second quarter, 1952	Industrial Indemnity Company Policy Nos. 6515-01404 and 6525-01112
22. Jamar & Olach Co. 320 North Harding Chicago 24, Illinois	Second, third & fourth quarter 1952	The Employers Mutual Liability Insurance Company
23. Asbestos Products Co. P. O. Box 988 San Diego, California	Fourth quarter 1952	State Compensation Insurance Fund
24. United Refractory Construction Co. 1201 Knoxville Road Pittsburgh, Penna.	First quarter 1953	Liberty Mutual Insurance Company
25. Philip Carey Mfg. Co. Lockland Cincinnati, Ohio	Third quarter 1952 First quarter 1953	General Accident, Fire & Life Insurance Corp.

EMPLOYER	APPROXIMATE PERIOD OF EMPLOYMENT	COMPENSATION CARRIER
26. Reese Insulation Co. 6025 District Blvd. Los Angeles 22, Calif.	Fourth quarter 1952 First quarter 1953	Argonaut Insurance Policy No. 50838
27. Owens-Corning-Fibre Glass Corporation Toledo, Ohio	Fourth quarter 1954	The Aetna Casualty & Surety Company
28. Coast Insulation Products Corp. 2316 San Fernando Rd. Los Angeles, Calif.	Fourth quarter 1954, First, second and Fourth quarter 1955, First quarter 1956	Guarantee Insurance Company Policy UC-206829 & C-5244978; Argonaut Insurance Exchange Policy Nos. 86736 and 95792
29. Los Angeles Cork Co. 4180 E. Washington Blvd. Los Angeles, Calif.	Second quarter 1955, Third quarter 1955	National Automobile & Casualty Co. Policy Nos. C547121 and C572253
30. Johns-Manville Sales Corporation 22 East 40th Street New York 16, N. Y.	Third quarter 1955	The Travelers Insur- ance Company Policy Nos. 3955647 & 4979220
31. Totman, Morgan Company 122 So. Michigan Ave. Chicago 3, Illinois	First, second and Third quarters 1956	The Employers Liabi- lity Assurance Corp. Ltd. Policy Nos. WC 3119719 & WC3148253
32. Mountain State Construction Co. P. O. Box 7586 Denver, Colorado	Second quarter 1957	Unknown

It is therefore respectfully requested that all of the
above named employers and carriers be joined, if not already joined,
in this action, as parties to said action.

Further, the requested joinder is listed below:

1. Warren & Bailey Company, 3528 So. Garfield, Los Angeles, Calif.
2. Plant Rubber and Asbestos Company, 2741 So. Yates Ave., Los Angeles
3. Thorpe Insulation Co., 2741 So. Yates Ave., Los Angeles, Calif.
4. Weston Asbestos Co., 675 Townsend St., San Francisco, California
5. M. R. Carpenter, 907 Front Street, Sacramento, California
6. State Compensation Insurance Fund, 600 So. Lafayette Park Pl., L.A.
7. Plant Rubber and Asbestos Works, 937 Binnon St., San Francisco 7
8. Fibre Board Paper Products Corp., 937 Binnon St., San Francisco 7
9. Parrifine Co., Inc., 937 Binnon St., San Francisco 7, California
10. Earl O. Stice Co., 852 West Doran Street, Glendale, California
11. C. R. Dutton, C. A. Leighton, Weston Fibre Glass Supply, Ltd.,
739 Bryant Street, San Francisco 7, California

12. Industrial Indemnity Exchange, 350 Sansome St., San Francisco
13. Marine Engineering Supply Co., 914 E. Second St., Los Angeles 12
14. Owens-Fibre Glass Co., 5933 Telegraph Ave., Los Angeles, Calif.
15. Pacific Employers Insurance Company, 1033 So. Hope St., Los Angeles 15
16. Roderick Lynch, dba Lynch Asbestos Co., 2152 Sacramento St., L.A.
17. Warren & Bailey Co., 350 So. Anderson St., Los Angeles, California
18. United Cork Company, Kearney, New Jersey
19. Plant Insulation Co., 2741 So. Yates Ave., Los Angeles 22, Calif.
20. Thorpe Insulation Co., 2741 So. Yates Ave., Los Angeles 22, Calif.
21. Fireman's Fund Insurance Company, 3440 Wilshire Blvd., Los Angeles
22. Cork Insulation Co., Inc., 155 East 44th Street, New York 17, N.Y.
23. J. T. Thorpe, Inc., 948 E. Second St., Los Angeles 12, Calif.
24. American Motorist Insurance Co., 3545 Wilshire Blvd., Los Angeles 5
25. Neindt Cork Co., 7101 Tonnelle Ave., North Bergen, New Jersey
26. Metal Clad Insulation Co., 1759 Western Ave., Torrance, Calif.
27. The Aetna Casualty & Surety Co., 810 So. Spring St., Los Angeles 14
28. J. T. Thorpe & Sons, Inc., 1351 Ocean Ave., Emeryville, California
29. Oil Field Construction Co. of Bakersfield, 2650 Cherry Ave., Long Beach 6, California
30. The United Pacific Insurance Company, 616 S. Shatto Pl., L. A.
31. B. J. Bartells Co., 12 - 26th Ave., S., Seattle 4, Washington
32. Associated Indemnity Company, P.O. Box 2133, Los Angeles 54, Calif.
33. Armstrong Cork Company, Liberty & Charlotte Sts., Lancaster, Penn.
34. Standard Accident Insurance Company, 548 So. Kingsley Dr., L.A.
35. The Travelers Insurance Company, 510 West Sixth St., Los Angeles
36. Isotherm Company, 2100 Union Avenue, Bakersfield, California
37. Jamar & Olmoh Company, 320 North Harding, Chicago 24, Illinois
38. The Employers Mutual Liability Assurance Co., Ltd., 639 S. New Hampshire Los Angeles, California
39. Asbestos Products Co., P.O. Box 988, San Diego, California
40. United Refractory Const. Co., 1201 Bankville Road, Pittsburgh, Pa.
41. Philip Carey Mfg. Co., Lockland, Cincinnati, Ohio
42. General Accident, Fire & Life Insurance Corp., 3535 W. 6th St.,
43. Reuse Insulation Co., 6025 District Blvd., Los Angeles 22, Calif.
44. Argonaut Insurance Company, 1001 Wilshire Blvd., Los Angeles 17
45. Owens-Corning-Fibre Glass Corp., Toledo, Ohio

Tipton & Weingand, by C. Weingand, attorneys
for Associated Indemnity Corp.

Spray, Gould and Bowers, by M. W. Bralley, Jr.
attorneys for Employers Mutual Liability
Insurance Co. of Wisconsin and Guaranty
Insurance Co.

F. E. Carignan, representative for American
Motorists Insurance Co.

Joseph Bilchak, representative for The Travelers
Insurance Co.

* * *

An Application having been filed herein and all parties having appeared and the matter having been regularly submitted for decision, GEORGE A. MARTINELLI, Referee, makes his Findings and Award, Order Denying Lien Claim and Order Dismissing Party Defendant as follows:

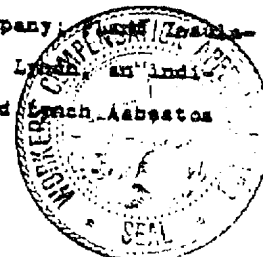
FINDINGS OF FACT

1. James Whitcomb Riley, born October 23, 1899, while employed as an insulator by various employers in the State of California, commencing in the month of January, 1920 continuing through May 19, 1957, sustained injury arising out of and occurring in the course of his employment as follows: In the performance of his occupational duties, the applicant was exposed during each and every day of his employment to deleterious dusts, the accumulative effects of which resulted in a pneumoconiosis and tuberculosis which rendered the applicant totally disabled on May 19, 1957.

2. The names of the employers and insurance carriers for said employers during the periods of said employment and exposure are as follows:

(a) Employers: Johns-Manville, Incorporated; Warren and Bailey; Southern Asbestos & Magnesia Corporation; Plant Rubber and Asbestos Company; Los Angeles Rubber Company; tion Company; Marine Engineering Company; Robert O. Lynch, an individual, doing business as Lynch Asbestos Company and Lynch Asbestos

57-LA 192-835



Company; Plant Insulation and Thorpe Co.; Armstrong Cork Company; Coast Insulation Products; Totman-Morgan Company; and J. T. Thorpe, Inc.

(b) The insurance carrier for Marine Engineering Company, a corporation, and Plant Insulation Company, a corporation, during a part of the period of applicant's employment, was Pacific Employers Insurance Company, a corporation.

The insurance carrier for Robert O. Lynch, an individual, doing business as Lynch Asbestos Company and Lynch Asbestos Company, a corporation during a part of the period of applicant's employment, was Industrial Indemnity Company, a corporation.

The insurance carrier for Coast Insulation Products, a corporation, during a part of the period of applicant's employment was Guarantee Insurance Company, a corporation.

The insurance carrier for J. T. Thorpe, Inc., a corporation, during the entire period of applicant's employment, was American Motorists Insurance Company, a corporation.

The insurance carrier for Plant Insulation Company, a corporation, during a part of the period of applicant's employment, was Fireman's Fund Indemnity Company, a corporation.

During said times, all the employers and the employees were subject to the provisions of the Labor Code of the State of California.

3. Said injury caused temporary total disability, entitling the applicant to \$40.00 per week beginning May 20, 1957 through November 16, 1959 and thereafter during the continuance of disability or until the further Order of this Commission, based upon maximum earnings.

4. Defendants are entitled to credit for all sums heretofore paid as disability indemnity.

5. Applicant is entitled to be reimbursed for the reasonable value of medical treatment procured by him to cure or relieve from the effects of said injury, to be adjusted by the

57-14 132-335

parties among themselves. If adjustment is not possible, this Commission will determine the matter upon the filing and service of itemized bills. Among the items of reimbursement are the following: The defendants are directed to pay to Veterans Administration Hospital the sum of \$2,685.60; to Dr. C. Pierre De Lawter, the sum of \$105.00; for services rendered as anesthesiologist which was authorized by the defendants; and to Dr. John K. Shirey, the sum of \$311.00.

6. In view of Finding #5, the lien claims of Dr. C. Pierre De Lawter and Veterans Administration Hospital should be denied.

7. Pursuant to Labor Code Section 4600, applicant is entitled to the reasonable, actual and necessary medical expenses incurred for x-rays, laboratory fees and medical reports required to successfully prove his claim herein, in the sum of \$150.00 payable directly to Dr. John K. Shirey.

8. Founders Insurance Company is entitled to a lien against unpaid compensation in the sum of \$1,040.00 for the period beginning May 27, 1957 for a period of 26 weeks, at the weekly rate of \$40.00 under the provisions of Labor Code Section 4903-F.

9. Founders Insurance Company is not entitled to a lien in the sum of \$120.00 for hospital benefits paid the applicant under the provisions of the Labor Code.

10. Applicant is entitled to such further medical and/or surgical treatment as may reasonably be required to cure or relieve from the effects of said injury. This treatment is to be furnished by the defendants herein.

11. Said injury will result in permanent disability. Further hearing to establish the extent thereof will be held by the Commission upon the request of any party in interest upon proof that the disability has become permanent and stationary.

12. The claim herein is not barred by the Statute of Limitations.

13. Defendants have not been prejudiced by any alleged failure of the applicant to report said injury within the time required by the provisions of the Labor Code.

14. Applicant's attorneys are entitled to a lien against unpaid compensation for the reasonable value of their services in the sum of \$750.00.

15. Pursuant to stipulation of the parties, Phoenix Indemnity Company, a corporation, is entitled to be dismissed and discharged herefrom.

A W A R D

AWARD IS MADE in favor of James Whitcomb Riley against Johns-Manville, Incorporated, a corporation; Warren and Bailey; Southern Asbestos & Magnesia Corporation, a corporation; Plant Rubber and Asbestos Company; Los Angeles Rubber Company; Plant Insulation Company, a corporation; Marine Engineering Company, a corporation; Robert O. Lynch, an individual, doing business as Lynch Asbestos Company and Lynch Asbestos Company, a corporation; Plant Insulation and Thorpe Company; Armstrong Cork Company, a corporation; Coast Insulation Products, a corporation; Totman-Morgan Company; Pacific Employers Insurance Company, a corporation; Industrial Indemnity Company, a corporation; Guarantee Insurance Company, a corporation; American Motorists Insurance Company, a corporation; and Fireman's Fund Indemnity Company, a corporation, jointly and severally, of the sum of \$40.00 per week beginning May 20, 1957 through November 15, 1959 and thereafter during the continuance of disability or until the further Order of this Commission; together with interest as provided by law; less all sums heretofore paid; less the sum of \$1,340.00 payable to Founders Insurance Company, as outlined in Finding #8; and less the sum of \$750.00 payable to Hays and McLaughlin, as attorneys' fees; together with reimbursement for the reasonable value of his self-secured medical treatment; among the items of reimbursement, the defendants shall pay directly to

Veterans Administration Hospital, the sum of \$2,685.60; to Dr. C. Pierre De Lawter, the sum of \$105.00; and to Dr. John K. Shirey, the sum of \$331.00, as outlined in Finding #5; together with reimbursement under Labor Code Section 4600 in the sum of \$150.00 payable directly to Dr. John K. Shirey; together with such further medical and/or surgical treatment as may reasonably be required to cure or relieve from the effects of said injury, as outlined in Finding #10.

IT IS ORDERED that the lien claim of Veterans Administration Hospital and the lien claim of Dr. C. Pierre De Lawter be and they are hereby DENIED.

IT IS FURTHER ORDERED that Phoenix Indemnity Company, a corporation, be and it is hereby DISMISSED.

DEFENDANTS ARE FURTHER ORDERED to report to report to this Commission on Form C-6 within ten days after the cessation of compensation payments under the above continuing award. Copies of said form and copies of all reports incidental thereto are to be served on all adverse parties before filing with this Commission.

GEORGE A. MARTINELLI

Referee

INDUSTRIAL ACCIDENT COMMISSION

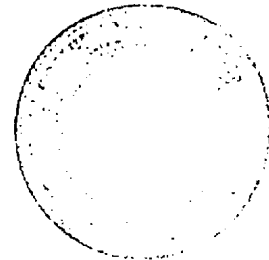
GAM:NN

57-LA 182-835

DATED AT LOS ANGELES, CALIFORNIA

NOVEMBER 27, 1959

S S A L



DEPARTMENT OF
HEALTH, EDUCATION AND WELFARE
SOCIAL SECURITY ADMINISTRATION

October 17, 1958.

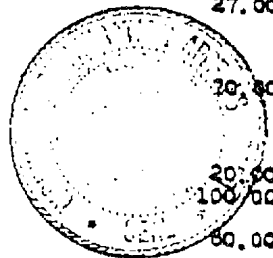
Industrial Accident Commission
Attention: Mr. George A. Martinelli, Referee
501 State Building
Los Angeles 12, California

Gentlemen:

With your letter of September 3, you enclosed authorization from Mr. James Whitcomb Riley to send you a statement of his old-age and survivors insurance account for January 1, 1937 through June 30, 1957.

Earnings are credited to the account for this period as follows:

<u>Employer</u>	<u>Period Ended</u>	<u>Amount</u>
Harry Caw Rt. 1, Box 1011 Sacramento, Calif.	12/31/37	\$ 45.00
Asbestos Supply Co. of Oregon 221 S.W. Front Street Portland, Oregon	12/31/37	345.81
Western Asbestos Co. 675 Townsend St. San Francisco, Calif.	12/31/37	230.00
Plant Rubber & Asbestos Wks. 537 Brennan Street San Francisco 7, Calif.	3/31/38 6/30/38 9/30/38	176.63 361.88 260.63
Western Asbestos Co.	3/31/38	180.00
Asbestos Co. of Calif. 741 - 16th St. San Francisco, Calif.	3/31/38	6.25
M. R. Carpenter 907 Front St. Sacramento, Calif.	6/30/38	27.00
E. B. Badger & Sons Co. 75 Fitts St. Boston, Mass	6/30/38	20.80
Plant Rubber & Asbestos	9/30/39 12/31/39	20.00 100.00
Bay Cities Asbestos Co. Fifth Ave. & East 12th St. Oakland, Calif.	9/30/40	80.00
Plant Rubber & Asbestos	6/30/41	240.00
Plant Rubber & Asbestos	9/30/42 12/31/42	1,268.06 1,731.04



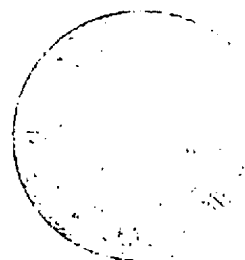
Industrial Accident Commission - 10-17-58

<u>Employer</u>	<u>Period Ended</u>	<u>Amount</u>
Totman Morgan Co.	3/31/56	1,371.50
122 S. Michigan Ave.	6/30/56	1,664.00
Chicago 3, Ill.	9/30/56	1,164.50
Coast Insulating Products Corp.	3/31/56	234.00
J. T. Thorpe, Inc.	9/30/56	375.20
	12/31/56	1,527.60
J. T. Thorpe, Inc.	3/31/57	1,340.00
	6/30/57	1,065.30
Totman Morgan Co.	3/31/57	132.00
Mountain State Construction Co.	6/30/57	480.00
P. O. Box 7586		
Denver, Colo.		

Our records do not show the exact date of employment since employers are not required to furnish this information on their reports.

Sincerely yours,

J. L. Fay
Assistant Director



CALIFORNIA INSURANCE RATING BUREAU
1453 Mission Street
San Francisco 3, California

December 11, 1959

Herlihy and Herlihy
Suite 516 Park Central Building
412 West Sixth Street
Los Angeles 14, California

Attention: Kennis T. Jones

Re: JAMES WHITCOMB RILEY vs.
JOHN S. MANVILLE
I.A.C. Case 57 LA 182-835

Gentlemen:

Please refer to your letter of November 16, 1959, wherein you requested the insurance carriers in connection with the above captioned. Please be advised that we have carefully checked our records and wish to advise that we have developed the following information.

Harry Caw - No record.

Asbestos Supply Co. of Oregon - No record.

Western Asbestos Company
State Compensation Ins. Fund - Policy 9322436, 11-1-36/37
" " Policy 9322437, 11-1-37/38
" " Policy 9322438, 11-1-38/39

Plant Rubber & Asbestos Works - No record.

Asbestos Company of California - No record.

M. R. Carpenter - No record.

E. B. Badger & Sons Company - No record.

Bay Cities Asbestos Company - No record.

Earl O. Stice Company - No record.

G. R. Dutton, C. A. Leighton - Western Fiberglass Supply, Ltd.
Industrial Indemnity Exchange - Policy 449833, 8-9-45/46
" " Policy 4460714, 8-9-46/47

Marine Engineering & Supply Company - No record.

Roderick Lynch, Lynch Asbestos Company
Industrial Indemnity Co. - Policy 6473-01187, 4-7-47/48
" " Policy 6483-01145, 4-7-48/49

Warren & Bailey Company - No record.

United Cork Company - No record.

Plant Insulation Company, now known as Thorpe Insulation Company
Pacific Employers Insurance Co. - Policy C-102549, 5-9-42/49
" " Policy C-105515, 5-9-49/50
" " Policy C-106710, 5-9-50/51
" " Policy 107609, 5-9-51/6-10-51
" " Policy 107681, 6-30-51/1-1-52

Fireman's Fund Insurance Co. - Policy UC-179877, 1-1-52/53
" " Policy UC-188757, 1-1-53/10-1-53
" " Policy UC-194562, 10-1-53/5-1-54
" " Policy WCP-1509, 5-1-54/10-1-54
" " Policy WCP-3501, 10-1-54/55
" " Policy WCP-3843, 10-1-55/56

Cork Insulation Company, Inc. - No record.

J. T. Thorpe, Inc.

Pacific Employers Insurance Co. - Policy C-89117, 10-1-46/47
" Policy C-101630, 10-1-47/48
" Policy C-102032, 10-1-48/49
" Policy C-105813, 10-1-49/50
" Policy C-107557, 10-1-50/51
" Policy C-107409, 10-1-51/52

Royal Indemnity Co. - Policy RC3-944480, 10-1-52/53

Pacific Employers Insurance Co. - Policy IC-14744, 10-1-53/54
Policy IC-16224, 10-1-54/
1-1-55
Policy IC-33841, 1-1-55/56

American Motorists Insurance Co. - Policy 6CM-431-898, 1-1-56/57
Policy 7CM-431-898, 1-1-57/58

Meindt Cork Corp. - No record.

Metal Clad Insulation Company - No record.

Oil Field Construction of Bakersfield

United Pacific Insurance Co. - Policy F4C-13353, 1-1-51/52

E. J. Bartells Company

Associated Indemnity Co. - Policy C-47-3752, 10-1-50/51
Policy 476597, 10-1-51/52

Armstrong Cork Company

Employers Mutual Liability Ins. Co. of Wisc. - Policy 2212-39,
1-1-51/52

Standard Accident Insurance Co. - Policy AZ-718420, 1-1-51/52

Travelers Insurance Co. - Policy 2047243, 1-1-52/53
Policy 2673804, 1-1-53/54
Policy 3386210, 1-1-54/55

Frank E. Scott & Jas. G. Roberts, Roberts Roof & Floor Co. - No record.

Isotherm Company (Rowell Smith, B. H. Greene & E. A. Powell)

Our records indicate this employers' name as Isotherm Company
Industrial Indemnity Co. - Policy 6515-01404, 7-1-51/52
Policy 6525-01112, 7-1-52/53

Jamar & Olmen Company - No record.

Philip Carey Mfg. Company

General Accident Fire & Life Assurance Corp. - Policy U-625478,
1-1-52/53

Clark B. Reece, Reece Insulation Company

Argonaut Insurance Exchange - Policy 50638, 1-1-52/53
Pacific Employers Insurance Co. - Policy WC-28553, 3-31-54/55
Policy WC-30064, 3-31-54/55

Wm. H. Steigerwald, Asbestos Products Company

State Compensation Insurance Fund - Policy 98790-52, 5-27-51/52
Policy 98790-52, 5-27-52/53

Percy C. Foer, Alan O. Coldwell, Paul I. Naff,

United Refractory Construction Company

Liberty Mutual Insurance Co. - Policy WC-8-100069-52, 6-1-52/53
Policy WC-8-100069-53, 6-1-53/54

Owens-Corning Fiberglas Corp.
 Aetna Casualty & Surety Co. - Policy 31-C-700RR, 9-1-54/54
 Policy 31-C-733RR, 9-1-54/55
 Policy 31-C-784RR, 9-1-55/56

Coast Insulating Products Corp.
 Guarantee Insurance Co. - Policy UC-206829, 10-1-53/54
 Policy C-514978, 5-1-54/55

Argonaut Insurance Exchange - Policy 86736, 5-1-55/56
 Policy 95792, 5-1-56/57

Johns-Manville Sales Corp.
 Travelers Insurance Co. - Policy 3955647, 7-1-54/55
 Policy 4979820, 7-1-55/56

Totman, Morgan Company
 Employers Liability Assurance Co. - Policy WC-3119719, 1-1-56/57
 Policy WC-3148253, 1-1-57/58

Mountain State Construction Company - No record.

Los Angeles Cork Company
 National Auto & Casualty Co. - Policy C-547121, 10-27-54/55
 Policy C-572258, 10-27-55/56

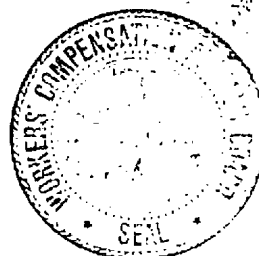
We trust this information as listed will be of some assistance
 to you.

Very truly yours,

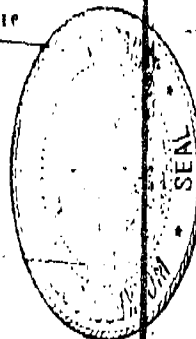
R. T. Read, Superintendent
 Underwriting Department

RAO:emr

By /s/ R. A. Oia



Employer	Carrier	Exposure Period	Testimony	SS records	Type of Exposure
Johns-Menville 3rd & Main Sts LA	none ✓	1920 for one year	J-M	Silent	Asbestos
Various and Unknown	Unknown ✓	1921 to 1925		Silent	Asbestos
Warren & Billey	Unknown ✓	Oct or Nov, 1925 for 1 or 1-1/2 yrs	same		Diatomaceous earth and asbestos
Western Asbestos Corp	unknown ✓	1-1/2 yrs ending Jul or Aug, 1927	same	Silent	Diatom. earth and asbestos
Asbestos Co of Calif San Francisco	unknown ✓	Nov, 1927 to Christmas, 28	same	Silent	asbestos



employer

carrier

expon period

testimony

as records

type

✓ Traveletts

for 1/1/55

thru 12/31/55

12-9-53 to

Jan 27-54; 2/1/54

to 2/7/54; 4/5/54

to 12/16/54;

✓ Armstrong cork

asbestos

✓ guarantee

ins co

✓ 12-25-54 to

4-8-55

✓ Coast Insulation

Products Corp.

asbestos

carried up dated this

Testimony

1-16-56 to

5-27-56

Fotman-Morgan Co.

asbestos

cement

but letter says employed
during period 1/22/56 thru
8/31/56

✓ American motorists

9/11/56

to 5/19/57

✓ J T Thorpe

Testimony

step 1 & 2

Corning
Owens/Fiberglass

✓ Arthur Carr

CO

Effect of fiberglass inhalation by the
lungs has not been established by the evidence.

*The letter
of 8-20-57*

J T Thorpe

12/11/54

Amey

FRANK G. DOLLEY, M.D.
LYMAN A. BREWER, M.D.
EDWARD L. KING, M.D.
October 18, 1939

1000 HOLLYWOOD BLVD.
LOS ANGELES 17, CALIFORNIA
October 18, 1939

Mr. George A. Martinelli, Referee
State of California Industrial Accident Commission
State Building
Los Angeles 12, California

Re: James Whitcomb Riley
No: 37 LA 182-835
Conference: 10/13/39

Dear Mr. Martinelli:

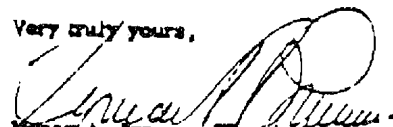
The above patient was examined in our office on 10/13/39. This report has been delayed because of my absence from the city. At that time he was found to be feeling subjectively better. The wound has healed well. There is a minimum amount of pain about the incision.

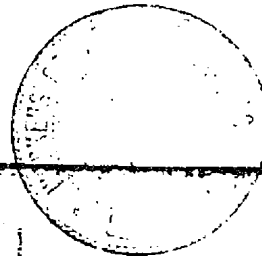
Examination of the chest: Breath sounds come through much better on the right. No rales nor adventitious sounds were heard. He seems to be making steady improvement.

This report is considerably out of date. We understand the hearing was being set for next month and believe that he is coming in for an examination in the near future which will be more timely.

LAB:d

Very truly yours,


Lyman A. Brewer, M.D.



THE HOSPITAL OF THE GOOD SAMARITAN
SURGICAL PATHOLOGY REPORT

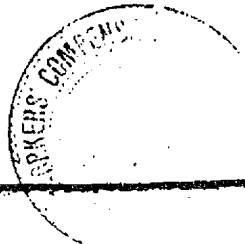
Surg. Path. No. B 3578-59

Name of Patient RILEY, MR. JAMES (WHITCOMB) Adm. No. _____
Room No. 413 Date 7-13-59
Attending doctor L. Brewer, M.D. J.K. Shirley, M.D.

"RLL biopsy & lobe; posterior hiatal nerve; biopsy of rt. upper lobe"

Specimen, representing basal segmental resection of lower lobe of right lung, consists of portion of lobe of lung weighing approximately 95 grams. The visceral pleura, for the most part, is smooth and glistening. However, in one location, the visceral pleura is somewhat depressed, thickened by white or pale pink opaque tissue, this zone measuring 2.2 x 1.8 cm. in maximal surface dimension. Beneath the thickened pleura and extending into the basal segment deeply is a poorly defined tumor measuring 4.4 x 3.5 x 3.2 cm. in overall maximal dimension, the tumor being characterized grossly, by firm, white or faintly gray glistening tissue with chalky streaks, with variable amount of anthracotic pigmentation and with foci of cystic necrosis. Two blocks of this tumor were taken for frozen section purpose. Frozen section diagnosis reported as large cell undifferentiated carcinoma with possibility of spindle cell variant or sarcoma or pneumoconiosis in association with carcinoma. The small amount of pulmonary parenchyma surrounding the tumor grossly appears to be involved by inflammatory-type process, with perhaps mild dilatation or smaller branches of the basal segmental bronchi.

The second specimen consists of the remainder of the lower lobe of right lung together with lobar bronchus, the specimen weighing 170 grams. The visceral pleura is partially smooth, glistening and nonthickened and partially thickened by opaque fibrous-like tissue. Close to or at the line of resection of the above specimen there is subpleural induration possibly representing small amount of residual tumor. Elsewhere in this right lower lobe there is rather extensive pulmonary emphysematous alteration most conspicuous in a subpleural location where the emphysematous blebs measure up to 6 mm. in maximal dimension. The emphysema not infrequently is associated with areas of delicate, induration, as though in the form of irregular or linear fibrosis, with or without variable anthracotic pigmentation. Large nodular areas of fibrosis are not evident, neither are nodular caseous or caseocalcific structures. The segmental bronchi and their branches possess a somewhat thickened wall and contain a variable amount of mucoid material, but bronchiectasis is not observed. The branches of the pulmonary arteries possess extensive atheromatous involvement, with



THE HOSPITAL OF THE GOOD SAMARITAN
SURGICAL PATHOLOGY REPORT

Surg. Path. No. B 3578-59

/s

Name of Patient RILEY, MR. JAMES (WHITCOMB)

Adm. No. _____

Room No. 413

Date 7-13-59

Attending doctor _____

some thickening of the distal or smaller branches but without thrombosis. The peribronchial lymph nodes are somewhat enlarged, rubbery in consistency and extensively involved by apparent anthracotic pigmentation. Foci of caseation or of calcification are not evident grossly within these lymph nodes.

Received with the right lower lobe are two large lymph nodes, the larger measuring 3 x 2.2 x 1.1 cm. in overall dimension. Each node is rubbery to firm in consistency and extensively involved by anthracotic pigmentation. Foci of caseation, of calcification and of tumor-like tissue are not evident grossly.

Received separately and labeled "posterior hiatal nerve," are apparent lymph nodes or fragments thereof, the lymphatic tissue being similar grossly to that previously examined.

The last specimen, labeled "biopsy of right upper lobe," is received in formalin and consists of a subpleural wedge biopsy measuring 2.5 x 2 x 1.8 in overall dimension and possessing thickened fibrous-like visceral pleura, cm. subpleural emphysematous alteration, irregular bands of fibrosis with foci of calcification, but without grossly recognizable caseation.

Summary of sections: Apparent solitary grossly visible tumor, basal segments, right lower lobe -- multiple blocks, designated A. Adjacent pulmonary parenchyma and areas elsewhere of right lower lobe -- multiple blocks, labeled B. Regional peribronchial lymph nodes -- blocked serially, all sectioned, labeled C. Separately received large lymph nodes -- step-blocked, labeled D. Separately received lymph nodes labeled hiatal nerve -- all sectioned, labeled E. Biopsy of right upper lobe -- multiple blocks, designated F.

Note: Approximately one-half of the initially removed specimen, representing basal segmental resection of right lower lobe, is saved under sterile conditions within refrigerator for possible bacteriological study pending the histopathologic findings, and the remainder of the right lower lobe is also saved within the refrigerator for possible bacteriological studies and chemical or spectroscopic analyses.

RE:AK

THE HOSPITAL OF THE GOOD SAMARITAN
SURGICAL PATHOLOGY REPORT

Surg. Path. No. B 3578-59 #3
Room No. Name of Patient AILEY, James Adm. No.
Attending doctor Date

Additional summary of sections: Lower lobe of right lung not involved by grossly visible tumor - ten additional blocks taken for paraffin section.

The remainder of the lower lobe of right lung, including tumor, are kept within the refrigerator at 5 degrees centigrade, partially dried state, for x-ray diffraction or spectroscopic studies, such to be arranged through or by Dr. Reginald Smart.

Microscopic Description:

Upon microscopic examination of the various hematoxylin and eosin-stained tissue sections from the specimen submitted, there are three basic pathologic processes observed, namely, cancer, pneumoconiosis, and chronic active inflammatory process with or without bronchiectasis or bronchioloectasis.

The cancer, microscopically, is limited to a subpleural basal portion of the lower lobe, there being no evident lymphatic or blood vessel spread of the tumor at a distance from the infiltrative tumor proper. The structural setting of the cancer is largely that of an epidermoid or squamous carcinoma, variable from a keratinizing well differentiated type to an anaplastic type, associated with abundant fibrosis and nonspecific inflammation. The carcinomatous cellular elements occur in the form of tubular units of variable size and configuration, not uncommonly resembling the configuration of small bronchi, but being filled with necrotic tumor cells. Occasionally, the infiltrating nests of neoplastic squamous epithelial cells are of three to six cells in number, and the variable structural elements of this carcinoma are separated by abundant amount of richly collagenous, frequently richly cellular fibrous connective tissue with patchy distribution of inflammatory cells. In areas, the neoplastic cellular elements present in a carcinomatoid fashion, and such cellular elements appear to be derived from the carcinomatous elements, thus, representing spindle cell variant of the carcinoma. As mentioned previously, the larger nests of solid carcinoma possess frequently central necrosis and less commonly central or multifocal squamous maturation with keratinization. Despite the frequent lymphatic and bloodvessel invasion and intraluminal involvement by the cancer, together with organized thrombi, the carcinoma appears to be limited entirely to the area of infiltrative growth, such limiting factors being the extensive fibrous thickening of the visceral

THE HOSPITAL OF THE GOOD SAMARITAN SURGICAL PATHOLOGY REPORT

#B 3978-79

#4

RILEY, James

pleura, the extensive pulmonary fibrosis surrounding the infiltrative tumor, and the fibrous organization of the thrombi associated with the intraluminal carcinomatous involvement of veins and arteries. Even the lymphatic involvement appears to be localized, the adjacent and distant pulmonary parenchyma in this lobe of lung being without recognizable lymphatic spread, and the numerous lymph nodes blocked serially and step sectioned, being without microscopic evidence of metastatic cancer.

In correlation with the clinical aspects, together with the rather extensive well differentiated components of the squamous carcinoma, it appears that the carcinoma developed in a preexisting area of pulmonary fibrosis and became limited to such area by such fibrosis together with fibrous organization of thrombi involved with cancer elements. The structural setting is not that typical of the bronchiolar carcinomas, but the derivation of the squamous cancer seen in this case may be on the same basis, namely, from atypical squamous metaplasia and hyperplasia of bronchioles at sites of bronchioloectasis and pulmonary fibrosis. Such alterations are known to exist in this case elsewhere, though additional foci of independent carcinomatous transformation are not definite, unless such foci are an extremely early, noninvasive or in situ phase of development.

The structural setting of the pneumoconiosis in this case is somewhat variable from one region to another, such variability possibly representing different phases in the development of a morphologic alteration, though also possibly due to different forms or types of inhaled toxic dust particles. Within the pulmonary parenchyma one etiologic factor is that of asbestos particles, with formation of typical asbestosis bodies, particularly in the small bronchi, bronchioles and alveoli. However, asbestosis bodies are not evident within the peribronchial and other mediastinal lymph nodes, which present a structural setting resembling that of pneumoconiosis due to dustaceous earth, namely massive accumulations of dust laden macrophages with variable number of multinuclear forms and with variable increase in collagenous fibers. These cellular lesions occasionally coalesce to form larger nodular structures with central degeneration or hyalinization of collagen, but the typical discrete whorled hyalinized collagenous nodular structures of silicosis are not observed. Within the lymph nodes, the vast majority of the macrophages or histiocytes contain dark gray or black anthracotic-like dust pigment material, though a moderate number of the same cells also contain intracytoplasmic sclerular birefringent particles. Occasional macrophages possess linear yellowish brown fiber like particles measuring up to 10 or 15 microns in length and being extremely narrow, such particles not being birefringent upon examining the hematoxylin and

13

eosin-stained paraffin sections under polarized light. Occasional hemosiderin-laden macrophages are observed, but these are relatively uncommon as compared to the number of macrophages containing dark grayish brown or black granular material. In the pulmonary parenchyma, a part of the structural pattern also appears to be that of pneumoconiosis of a diatomaceous earth type, characterized by variable, often prominent thickening of perivascular sheaths and contiguous alveolar walls, such thickening being due primarily to increased histiocytic cellularity accompanied by increase in delicate collagenous fibers. Multinuclear cells, often dust laden, occur in variable numbers. More commonly, there is variable, often conspicuous and dense pulmonary fibrosis about small bronchi and bronchioles, with variable degrees of fibrous replacement of adjacent alveoli, such pulmonary fibrosis appearing to extend peripherally in a poorly defined fashion, to merge with the thickened fibrotic visceral pleura. Thus, the bulk of the pulmonary fibrosis appears to be peripheral in location; and deeper within the pulmonary parenchyma where fibrosis is more patchy and less conspicuous there are areas of obstructive, finely vascular pulmonary emphysema. In the areas of peripheral pulmonary fibrosis, with conspicuous thickening of alveolar walls and with obliteration of alveoli adjacent to terminal bronchioles, the richly collagenous moderately cellular fibrous connective tissue is associated with patchy, dense accumulations of dust laden macrophages, usually in the form of finely granular dark grayish brown to black material but occasionally as linear yellowish brown fiber like strands, similar to those occurring within the lymph nodes. Multinuclear forms are not uncommon, and occasionally hemosiderin-laden macrophages are found within the fibrotic zones. In the remaining alveoli and bronchioles there are scattered asbestos fibers with formation of typical asbestos bodies, together with variable number of intracellular or extracellular acicular birefringent particles measuring less than 10 microns in length, together with rod-shaped yellowish tan to yellowish brown nonbirefringent particles of similar length, and with barely visible crystalloid particles which are doubly refractile by use of polarized light. The crystalline particles which are not stained or which are pale basophilic vary in size from 3 to 40 microns. They also vary in configuration. The smaller crystalline particles may be intracytoplasmic, but the larger ones usually are free within the alveoli or bronchioles. The alveolar lining septal cells not infrequently proliferate and slough, forming aggregates within the alveolar lumen.

The segmental slight bronchiectasis is seen in close proximity to the peripheral fibrotic zones, where there may be bronchioloeectasis as well.

These bronchioles not infrequently present a typical mucosal hyperplasia, with or without squamous metaplasia, and this process is seen to extend along alveolar ducts and occasionally into alveoli. These multiple foci of atypical bronchiolar mucosal hyperplasia and squamous metaplasia may well account for the derivation of the carcinoma described as existing in a localized region of the basal portion of the lower lobe of right lung.

Pulmonary arterial changes frequently are conspicuous, characterized by variable degree of medial hyperplasia and of intimal thickening by fibrous connective tissue, involving muscular pulmonary arteries, and by an atherosclerotic involvement of the elastic pulmonary arteries. Pulmonary arterioles exhibit hyperplastic scleroses. Thrombosis and vasculitis are not evident.

In the numerous tissue sections examined microscopically, an epithelioid granulomatous reaction, tuberculous granulomas, caseation or caseo-calcific nodular structures are not observed.

FINAL MORPHOLOGIC DIAGNOSES PERTAINING TO LOWER LOBE OF RIGHT LUNG, TO BIOPSY OF UPPER LOBE OF RIGHT LUNG, AND TO PERIBRONCHIAL LYMPH NODES AND MORE DISTANT MEDIASTINAL LYMPH NODES:

1. Active pneumoconiosis, characterized morphologically by variable degree of dense, peribronchial fibrosis, with prominent fibrous thickening of alveolar walls, particularly in the peripheral portion of the pulmonary parenchyma, with occasional fibrous obliteration of alveoli, one principal etiologic component of this pulmonary pneumoconiosis being that of asbestosis with formation of typical asbestos bodies within bronchioles and alveoli, with or without associated intra-alveolar pale basophilic birefringent x-ray crystalline material of variable size and configuration (varying from 5 to 50 microns in maximal dimension), with or without an unidentified linear yellowish tan or yellowish brown fiber-like material within alveoli or within macrophages in the alveolar wall, such material measure 3 to 15 microns in length), ~~xxxxxxxxxxxx~~ with morphologic features resembling pneumoconiosis due to diatomaceous earth, characterized by thickening of perivascular sheaths and contiguous alveolar walls by dust laden macrophages with variable number of multinuclear cells, together with increase in collagenous fibers, and with involvement of peribronchial and other mediastinal lymph nodes by similar dust-laden macrophages (containing dark grayish brown to black granular cytoplasmic material with lesser amount of siderosis and with lesser

number of intracytoplasmic acicular birefringent particles of unidentified type.)

. Associated segmental mild bronchiectasis and bronchioloeectasis, with extensive atypical bronchiolar mucosal hyperplasia with foci of squamous metaplasia, with extension of such along alveolar ducts.

. Associated, localized epidermoid carcinoma (squamous carcinoma), basal portion of lower lobe of right lung, peripheral in location and measuring about 3.5 cm. in maximal dimension, this carcinoma usually being well differentiated though, in areas, progresses into a spindle-cell variant or anaplastic type, the carcinoma being associated with abundant fibrosis and appearing to be limited in direct invasiveness to the abundant fibrosis and pneumoconiosis with fibrosis surrounding the involved area, the intra-arterial, intravenous and intralymphatic spread of the carcinoma also appearing to be limited to the area of the tumor proper by organization of the thrombi in which the cancer elements occur, this carcinoma appearing to be derived from pre-existing foci of atypical bronchiolar mucosal squamous metaplasia associated with the pulmonary fibrosis (pneumoconiosis).

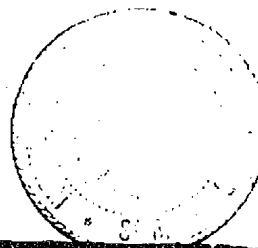
No recognizable direct involvement of the fibrotic, thickened visceral pleura by the underlying infiltrative carcinoma, no demonstrable lymphatic or other vascular spread by the carcinoma beyond a grossly visible tumor, and no demonstrable metastases to peribronchial distant mediastinal lymph nodes (blocked serially, step-sectioned).

Pulmonary emphysema, of an obstructive finely vesicular type, usually occurring deeper within the pulmonary parenchyma where pulmonary fibrosis is less conspicuous, associated with chronic active bronchitis and bronchiolitis, nongranulomatous.

Diffuse pulmonary arterial morphologic changes, characterized by increased atherosclerotic involvement of elastic pulmonary arteries, by marked increased collagenous thickening of the intima of muscular pulmonary arteries, and by hyperplastic sclerosis of pulmonary arterioles, without recognizable thrombosis or vasculitis.

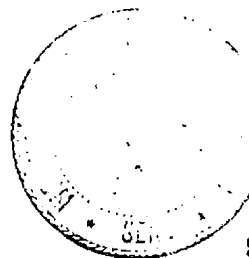
da

/s/ RAYMOND BANGLE, JR., M.D.



Called Dr. Brewer's office, Hubbard 3-7955 and
asked the girl re report of Dr. Bangle (referred to in
Dr Brewer's report of July 30, 1959). She said that
she would contact Dr. Bangle at the Good Samaritan Hospital
and see that the report is sent in to us, to Mr. Martinelli's attention
(Dr Bangle is the Pathologist at Good Samaritan)

nn 9-1-59



FRANK S. COLLEY, M.D.
LESLIE A. BREWER, M.D.
EDWARD L. KING, M.D.
JULY 1959

July 28, 1959

George A. Martinelli, Los Angeles Air Force
State of California Industrial Accidents Commission
State Building
Los Angeles 12, California

Re: James William Riley
No: 37 LA 183-435
Conference: 7/27/59

Gentlemen:

On 7/12/59, right lower lobe lobectomy and a subsegmental resection of the right upper lobe was carried out at the Hospital of the Good Samaritan. Copy of the operative report is included. His postoperative course was uneventful, however, he needed to have a pneumoperitoneum established to push up the right diaphragm, which was carried out successfully on two occasions during the postoperative course and which gave adequate expansion of the right lung to fill the right pleural space and permitted his discharge from the hospital on 7/21/59.

He was examined in our office on 7/22/59. The wound is healing well. The breath sounds came through quite well on the right side. There were good breath sounds on the left side. X-ray showed the right lung expanded with a pleural shadow at the right base. We were pleased with his early course.

At surgery we found the shadow of the right lower lobe which was of increased density to be that of a localized squamous cell bronchogenic carcinoma. It was for this reason that the entire right lower lobe was resected along with the lymph nodes, instead of the previously anticipated localized resection for biopsy purposes. With the right lower lobe lobectomy, a subsegmental resection of the most serious appearing lesions in the right upper lobe was permitted. This is a most unusual situation because it could not be diagnosed with certainty that a tumor was present in the right lower lobe, because of the extensive pneumoconiosis and fibrosis of the lung, as shown on the x-ray film. The fact that this one area appeared more dense than the others and seemed to be increasing over the months, and the fact that it could be palpated readily when the chest was opened lead us to the surgical procedure outlined above. Certainly the findings in this case are unusual, yet the undersigned believes that this type of surgical procedure and surgical permission is important for a simple lung biopsy in this case undoubtedly would have lead to a second operation with added risk and possible complications.

FRANK E. COLLEY, M.D.
LYMAN A. BREWER, III, M.D.
EDWARD L. KING, M.D.
SUNSHINE TOWNSHIP

1000 CALIFORNIA BOULEVARD
LOS ANGELES 27, CALIFORNIA

Re: James Whitcomb Riley
page 1-

The pathological report has been made by Doctor Raymond Beagle, Jr. (M.D.) of the Hospital of the Good Samaritans. Although he is having further studies made on the pathological material, in an extremely detailed, six pages, single spaced typewritten report he gives the following conclusions: (1) active pneumoconiosis, principle etiologic component being asbestosis; also pneumoconiosis with features resembling diatomaceous earth. Further studies have been ordered by Doctor Beagle to more completely elucidate the irritating substances responsible for the pneumoconiosis although the above diagnoses have been definitely made. (2) Associated mild bronchiectasis and bronchitis. (3) Associated localized epidermoid carcinoma. (4) Pulmonary emphysema, and finally, various pulmonary arterial vascular changes.

Thus the diagnosis of pneumoconiosis has been substantiated by the pathological report with asbestosis and diatomaceous earth as important irritating substances. This process diffusely involves the right lung and from the x-ray findings, the left lung as well. The industrial nature of this disease seems to be clearly proven although more detailed reports from Doctor Beagle will be forthcoming. This is a most unusual case but one, we believe, that has been handled well from the point of view of making the industrial diagnosis, and at the same time for having the best possible operation for the patient. There is the strong conviction of the writer that this should be the aim of all industrial surgery.

LAB:d

Very truly yours,

Lyman A. Brewer, III
Lyman A. Brewer, III, M.D.

LEWIS, BREWER, III, M.D. AND ASSOCIATES
SUITE 708-1010 WILSHIRE BOULEVARD
LOS ANGELES 37, CALIFORNIA

RECORD OF OPERATION Hospital of the Good Samaritan
Date: 7/12/59

Name of the patient Riley, James Whitcomb

Pre-operative diagnosis Question of asbestosis, pneumothorax and lung infection

Post-operative diagnosis Same

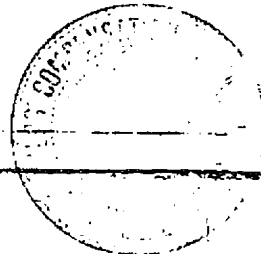
OPERATION Lobectomy, Right Lower Lobe, Subsegmental Resection, Right Upper Lobe.

Risk Fair, because of pulmonary status.

FINDINGS AND PROCEDURE
Anasthetized, Endotracheal gas, oxygen.

Incision was made over the 5th interspace on the right and after severing the latissimus dorsi and serratus magnus muscles, the pleural cavity was entered through this interspace. The lung was diffusely adherent to the chest wall, mediastinum, and diaphragm and was freed by blunt and sharp dissection, securing all bleeding points. There was a mass about 3.5 cm. in diameter in the right lower lobe which corresponded to an area of increasing density which had been noted for some time on the x-rays in this patient. It was felt this represented the most significant pathology in the lung and so this was removed sub-segmentally as a localized excision. The lung was repaired with multiple mattress sutures of fine silk. It should be stated that the lung was diffusely involved with a fine nodular process which was firm, beaded, and had the gross appearance compatible with asbestosis and pneumoconiosis.

Frozen section study was made of the nodule removed from the right lower lobe and the findings pointed to an epidermoid carcinoma. Thus there was definite indication for a right lower lobe lobectomy. This was carried out by developing the fissure between the upper and lower lobes and the middle and lower lobes. Pulmonary branch arteries to the lower lobe were doubly ligated and divided. Inferior pulmonary vein was secured and the bronchus was exposed and divided just below the middle lobe orifice. Bronchus was closed with interrupted fine silk sutures. A few lymph nodes at the hilus and in the mediastinum were resected. These were carcinomatous but did not appear grossly to appear tumor. A pedicled pericardial fat graft was developed from the anterior inferior pericardium and fixed to the bronchial stump as a reinforcement, using our standard technique. Then the upper lobe was examined quite carefully. On gross examination there appeared to be one diseased area in the anterior segment of the upper lobe that had a strong indication for resection. This was definitely cystic with a firm wall, whereas the other areas originally described appeared better under control than on the previous films. Therefore, a subsegmental resection of the anterior segment of the right upper lobe was carried out, repairing the lung and branch pulmonary vessels and bronchi with interrupted fine silk sutures. Lung was now completely freed up. Middle lobe expanded well and there was a permissible dead space (3-400 cc.). Therefore, no collapse or space occupying procedure was carried out.



LYNN A. BREWER, III, M.D. AND ASSOCIATES
SUITE 706-2010 WILSHIRE BOULEVARD
LOS ANGELES 27, CALIFORNIA

RECORD OF OPERATION

Name of the patient Riley, James Whitcomb (page 2)

Pre-operative diagnosis

Post-operative diagnosis

OPERATION

Risk

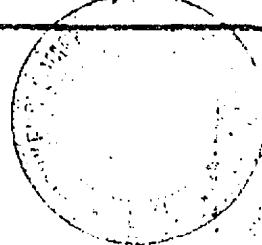
FINDINGS AND PROCEDURE

....continued....Poley catheters were left in the third and eighth intercostal spaces, connected with a closed drainage system. The chest wall was closed in layers with pericostal sutures of doubled 1 chromic catgut, interrupted 00 cotton for the deep muscle and fascial layers, fine catgut subcutaneously and fine silk for the skin. The patient tolerated the procedure well and was returned to the ward in good condition.

Operator: Lyman A. Brewer, III, M. D.
L.A.B.

2 J. C. Sullivan

Lyman A. Brewer, III



BEFORE THE
INDUSTRIAL ACCIDENT COMMISSION
OF THE
STATE OF CALIFORNIA

Case No. 57-LA 182-835

GRACE RILEY, by her Guardian ad Litem and
Trustee, James C. Riley

Applicant

vs.

JOHNS-MANVILLE, INC., et al

Defendants

Order Dismissing
Party Defendant

LOS ANGELES OFFICE
INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA
FILED APR 25 1962
WILLIAM KAPLAN
ASST. SECRETARY

Pursuant to Notice of Intention; and
Good Cause Appearing Therefor:

IT IS HEREBY ORDERED THAT
Jamar and Olsen Company; and
Employers Mutual Liability Insurance Company of Wisconsin

parties
be dismissed as ~~party~~ defendant in the above entitled case.

GAM:NN
DATED AT LOS ANGELES, CALIFORNIA
APRIL 25, 1962
S E A L

Angela H. Smith
Secretary
INDUSTRIAL ACCIDENT COMMISSION

Copies mailed on April 25, 1962 19 601

Hays, McLaughlin and Evans
Spray, Gould and Bowers
Weingand, Tipton, et al
J. Bilczak, The Travelers Ins. Co.
P. E. Carignan, American Motorists
G. Haswell, Liberty Mut. Ins. Co.
A. Hershenson, State Comp. Ins. Fund
Grace Riley, by her GALT, James Riley

Herlihy and Herlihy
Clepton and Penny
Brobeck, Phelger & Hartsch
Ray Cusick, Standard Acc. Ins. Co.
McCaskey & Licker, Natl. Auto.
Petersen & Wills, Employers Mut. Liab.
Jamar and Olsen Co.

Before the Industrial Accident Commission
of the State of California

SPACE RILEY, by her Guardian ad Litem
and Trustee, James C. Riley

Case No. 57-LA-182-835

NOTICE OF
INTENTION TO
DISMISS PARTIES
DEFENDANT

Applicant

vs.

JOHNS-MANVILLE, INC., et al

Defendant

IT APPEARING THAT

NOTICE IS HEREBY GIVEN that Order Dismissing Janet and Olney Company
and Employers Mutual Liability Insurance Company of Wisconsin
as parties defendant will issue

seven days after service hereof unless Good Cause to the contrary is shown in writing within
said time .

GAM:NN

SERVED: 4-11-62 nns

Hayes, McLaughlin and Evans,
6331 Hollywood Blvd, L A 28
Spray, Gould & Bowers, 1671 Wilshire, L A
Herlthy and Herlthy, 412 W. 6th St, L A 14
Clorton and Penny, 639 S. Spring St, L A
Weinand, Tinton, Kendig and Stockwell, 611 S. Catalina, L A
Brobeck, Phelger and Harrie, 111 Sutter St, San Francisco
Joseph Bilchak, The Travelers Insurance Co. 510 W. 6th St, L A
Ray Quick, Standard Accident Insurance Co. 540 S. Kingsley, L A
W. F. Carlsman, American Motorists Ins. Co. 3545 Wilshire, L A
McGeekey and Licker, National Auto. Ins. Co. 630 S. Spring, L A 14
George Haswell, Liberty Mutual Ins. Co. 111 Hill St, L A
Peterson and Willis, Employers Mut. Liab. Ins. Co. 3540 Wilshire, L A
Arthur Hershenger, State Comp. Ins. Fund, Box 2134, L A 54

LESTER S. PETERSEN
ROBERT M. WILLS
JAMES H. ALLEN
RAY C. BENNETT

APR 9 9 46 AM '62

AND FILED
LAI 107 CASE NO.
PETERSEN

PETERSEN AND WILLS

ATTORNEYS AT LAW
1000 WILSON BUILDING
LOS ANGELES 2, CALIFORNIA

PHONE 541-1111

Industrial Accident Commission
107 South Broadway - Room 4107
Los Angeles 12, California

April 4, 1962

Grace Riley, by her
Guardian Ad Litem,
James C. Riley vs.
Johns-Manville, Inc.
57 LA 182-835
A12-95788

Gentlemen:

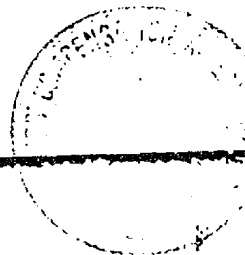
Comes now, James and Olsen Company and Employers Mutual Liability
Insurance Company of Wisconsin, defendants, and request that any
proceedings still pending against them in the above-entitled matter
be dismissed for lack of prosecution.

Very truly yours

PETERSEN AND WILLS

RCS/lcs

By Ray, E. Bennett
Ray, E. Bennett



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CASE NO. 57-LA 182-835

GRACE RILEY, by her Guardian
ad Litem and Trustee,
James C. Riley,

Applicant,

vs

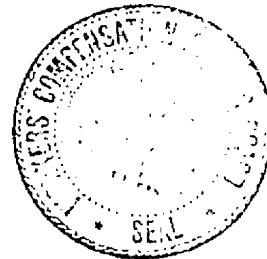
JOHNS-MANVILLE, INCORPORATED, a
corporation; SOUTHERN ASBESTOS
& MAGNESIA CORPORATION, a corpora-
tion; ASBESTOS COMPANY OF CALIFORNIA;
PLANT RUBBER & ASBESTOS WORKS (COMPANY);
LOS ANGELES RUBBER COMPANY; MARINE
ENGINEERING COMPANY, a corporation;
FIBERGLASS ENGINEERING & SUPPLY
COMPANY, a corporation; ROBERT O.
LYNCH, an individual, doing business
as Lynch Asbestos Company and Lynch
Asbestos Company, a corporation;
PLANT INSULATION COMPANY, a corpora-
tion; COAST INSULATION PRODUCTS, a
corporation; ARMSTRONG CORK COMPANY,
a corporation; J. T. THORPE, INC.,
a corporation; WARREN AND BAILEY;
TOTMAN-MORGAN COMPANY; OWENS-CORNING
FIBERGLASS COMPANY, PACIFIC COAST
DIVISION; PLANT INSULATION AND THORPE
COMPANY; WESTON ASBESTOS COMPANY;
M. R. CARPENTER; PLANT RUBBER AND
ASBESTOS WORKS; EARL O. STICE COMPANY;
UNITED CORK COMPANY; CORK INSULATION
COMPANY; MUNDT CORK COMPANY; METAL
CLAD INSULATION COMPANY; OIL FIELD
CONSTRUCTION; E. J. BARTELLS COMPANY;
ISOTHERM COMPANY; JAMAR & OLNEY
COMPANY; ASBESTOS PRODUCTS COMPANY;
UNITED REFRACTORY CONSTRUCTION COMPANY;
PHILIP CAREY MANUFACTURING COMPANY;
REESE INSULATION COMPANY; LOS ANGELES
CORK COMPANY; MOUNTAIN STATE CONSTRUC-
TION COMPANY; FIBREBOARD PAPER PRODUCTS
CORPORATION; PARRIFINE COMPANY, IN-
CORPORATED; C. R. DUTTON, C. A.
LEIGHTON, WESTON FIBRE GLASS SUPPLY, LTD.;

EMPLOYERS LIABILITY ASSURANCE COR-
PORATION, LTD. OF LONDON, ENGLAND,
a corporation; THE TRAVELERS INSURANCE
COMPANY, a corporation; ASSOCIATED
INDEMNITY COMPANY, a corporation;
FIREMAN'S FUND INDEMNITY COMPANY,
a corporation; AETNA CASUALTY & SURETY
COMPANY, a corporation; INDUSTRIAL
INDEMNITY COMPANY, a corporation;
EMPLOYERS MUTUAL LIABILITY INSURANCE
COMPANY OF WISCONSIN, a corporation;
GUARANTEE INSURANCE COMPANY, a cor-
poration; ARGONAUT INSURANCE COMPANY,

ORDER APPOINTING

TRUSTEE, FINDINGS AND
AWARD, AND ORDER FOR
CONTRIBUTION

LOS ANGELES OFFICE
INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA
FILED AUG 3 1961 47
WILLIAM KAPLAN
ASST. SECRETARY



a corporation; AMERICAN MOTORISTS
INSURANCE COMPANY, a corporation;
ZURICH INSURANCE COMPANY, a cor-
poration; PACIFIC EMPLOYERS INSUR-
ANCE COMPANY, a corporation; STATE
COMPENSATION INSURANCE FUND; THE
UNITED PACIFIC INSURANCE COMPANY,
a corporation; STANDARD ACCIDENT
INSURANCE COMPANY; a corporation;
GENERAL ACCIDENT, FIRE & LIFE
INSURANCE CORPORATION, a corporation;
NATIONAL AUTOMOBILE AND CASUALTY
COMPANY, a corporation; LIBERTY
MUTUAL INSURANCE COMPANY, a
corporation,

Defendants.

Hays, McLaughlin and Evans, by John P. McLaughlin,
applicant's attorneys
Spray, Gould and Bowers, by David B. Allen,
attorneys for Guarantee Insurance Co.
Herlihy and Herlihy, by George Thompson,
attorneys for Industrial Indemnity Co.,
Fireman's Fund Insurance Company, Argonaut
Insurance Company, and Employers Liability
Assurance Corp. of London, England
Clifton and Penny, by Robert M. Penny,
attorneys for Pacific Employers Insurance Co.
Weingand, Tipton, Kendig and Stockwell, by
Claude Weingand, attorneys for United Pacific
Insurance Company, General Accident Insurance
Corporation and Associated Indemnity Co.
Brobeck, Phelger and Harrison, by Rinaldi Sciaroni,
Jr., attorneys for Plant Rubber & Asbestos Works,
self-insured, and Fibreboard Paper Products
Corporation, formerly known as The Parrifine
Company, Inc., also formerly known as Pabco
Products, Inc., self-insured
Joseph Bilchak, representing The Travelers
Insurance Company
Ray Cusick, attorney for Standard Accident
Insurance Company
P. E. Carignan, representing American Motorists
Insurance Company
McCaskey and Licker, by Robert Licker, attorneys
for National Automobile and Casualty Co.
George R. Haswell, by George C. Shelton, Jr.,
attorney for Liberty Mutual Insurance Co.
Petersen, Willis and Hiestand, by Ray Bennett,
attorneys for Employers Mutual Liability
Insurance Co. of Wisconsin,
Arthur Hershenson, attorney for State
Compensation Insurance Fund

James C. Riley having heretofore been appointed

Guardian ad Litem; and

GOOD CAUSE APPEARING THEREFOR:

57-LA 182-835

IT IS ORDERED that James C. Riley be and he is hereby appointed Trustee for Grace Riley, to serve without bond.

An Application for the statutory death benefit having been filed herein and the defendants under prior Findings and Award having filed their Request for the joinder of additional employers and insurance carriers, together with Petition for apportionment and Contribution, and the matters having been regularly heard and submitted for decision, GEORGE A. MARTINELLI, Referee, makes his Findings and Award for the statutory death benefit and Order for Contribution as follows:

FINDINGS OF FACT

1. James Whitcomb Riley, born October 23, 1899, while employed as an insulator by various employers in the State of California, commencing in the month of January, 1920 and continuing through May 19, 1957, sustained injury arising out of and occurring in the course of his employment as follows: In the performance of his occupational duties, the employee was exposed during each and every day of his employment to deleterious dusts which caused a pneumoconiosis with superimposed tuberculosis, rendering the employee totally disabled on May 19, 1957.

2. Findings and Award issued in the employee's favor on November 27, 1959 imposing liability for said disability upon the defendant employers and their insurance carriers as set forth more specifically in Findings and Award which issued November 27, 1959 and which is incorporated herein as part of this Findings and Award. Said Findings and Award are final.

3. Said injury caused temporary total disability commencing May 20, 1957 through January 23, 1961, entitling the employee to \$40.00 per week during said time, based upon maximum earnings.

4. Said employee died January 24, 1961. Said death was proximately the result of the industrial injury herein.

5. Deceased left surviving him, totally dependent, Grace Riley, his widow, who is entitled to the statutory death benefit in the sum of \$10,000.00, payable at the rate of \$40.00 per week beginning January 25, 1961; together with the burial expense in the sum of \$400.00.

6. It is to the best interests of the applicant herein that the death benefit be commuted and paid in a lump sum.

7. The total value of the claim herein is the sum of \$25,720.07, comprised of the following items:

- a) For temporary total disability indemnity, \$ 7,680.00;
- b) For medical treatment, \$4,592.76;
- c) The commuted value of the death benefit, \$9,326.76;
- d) Reimbursement for burial expense, \$400.00;
- e) Reimbursement for self-procured medical treatment, \$233.00;
- f) Lien claim of Veterans Administration for medical treatment, \$3,487.55.

8. Industrial Indemnity Company, a corporation, one of the defendants held liable under the original Findings and Award is liable for the payment of the entire Award herein.

9. Indemnity for all periods of temporary disability has been paid and all medical treatment furnished by Industrial Indemnity Company, a corporation, except as hereinafter noted:

10. The following sum remains unpaid: \$13,447.31 representing the statutory death benefit, reimbursement for self-procured medical treatment and reimbursement for medical services rendered by the Veterans Administration, as more specifically set forth in Finding #7.

11. Applicant's attorneys are entitled to a lien against unpaid compensation for the reasonable value of their services in the sum of \$750.00.

12. The Travelers Insurance Company, a corporation, is entitled to a lien against unpaid compensation in the sum of \$200.00.

13. Veterans Administration is entitled to a lien in the sum of \$3,487.55 payable by Industrial Indemnity Company, a corporation.

14. The industrial injury and death herein were the result of exposure to deleterious dusts over a continuous period of time and proximately caused by employments other than that for which Industrial Indemnity Company, a corporation, was the carrier. The liability of those known employers and insurance carriers based upon periods of exposure is as follows:

Plant Rubber and Asbestos Works (Company)	\$ 6,061.81
Associated Indemnity Co.	81.85
United Pacific Insurance Co.	842.05
General Accident, Fire & Life Insurance Co.	51.26
National Automobile & Casualty Co.	84.47
American Motorists Insurance Co.	1,473.37
Guarantee Insurance Co.	651.77
Liberty Mutual Insurance Co.	441.09
Standard Accident Insurance Co.	219.31
State Compensation Insurance Fund	1,085.56
Argonaut Insurance Co.	733.59
The Travelers Insurance Co.	1,324.91
Employers Liability Assurance Corporation, Ltd. of London, England	1,481.54
Aetna Casualty & Surety Co.	1,530.59
Fireman's Fund Indemnity Co.	2,374.97
(Industrial Indemnity Co.)	2,705.23
Pacific Employers Insurance Co.	4,603.63
Total	\$ 25,720.07

15. There are employers and insurance carriers whose liability for contribution has not been determined. Jurisdiction is reserved to further apportion said liability upon the request of any party in interest.

A W A R D

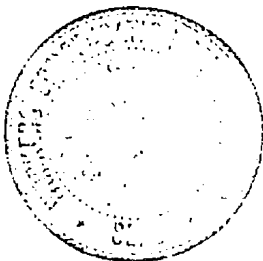
AWARD IS MADE in favor of Grace Riley against Industrial Indemnity Company, a corporation, payable to James C.

Riley, Trustee, the sum of \$13,447.31, payable forthwith, together with interest as provided by law; less \$750.00 payable to Hays, McLaughlin and Evans, as attorneys' fees; less \$200.00 payable to The Travelers Insurance Company, a corporation, and less the sum of \$3,487.55 payable directly to Veterans Administration.

ORDER FOR CONTRIBUTION

IT IS ORDERED that the employers or carriers listed below pay to Industrial Indemnity Company, a corporation, the following amounts forthwith:

Plant Rubber and Asbestos Works (Company)	\$ 6,061.81;
Associated Indemnity Co.	81.85;
United Pacific Insurance Co.	842.05;
General Accident, Fire & Life Insurance Co.	51.26;
National Automobile & Casualty Co.	84.47;
American Motorists Insurance Co.	1,473.37;
Guarantee Insurance Co.	651.77;
Liberty Mutual Insurance Co.	441.09;
Standard Accident Insurance Co.	219.31;
State Compensation Insurance Fund	1,085.58;
Argonaut Insurance Co.	733.59;
The Travelers Insurance Co.	1,324.91;
Employers Liability Assurance Corporation, Ltd. of London, England	1,481.54;
Aetna Casualty & Surety Co.	1,530.59;
Fireman's Fund Indemnity Co.	2,374.97;
Pacific Employers Insurance Co.	4,603.63.

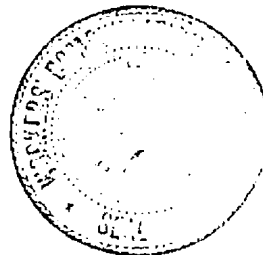


GAM:RN
DATED AT LOS ANGELES, CALIFORNIA
AUGUST 3, 1961
S E A L

George A. Martine
GEORGE A. MARTINE
Referee
INDUSTRIAL ACCIDENT COMMISSION

PARTIES SERVED: 8-3-61 on:

Grace Riley, 1596 West Juno Avenue, Apartment 1, Anaheim, Calif.
James C. Riley, 1596 West Juno Avenue, Apartment 1, Anaheim, Calif.
Veterans Administration, 5701 Bellflower Blvd, Long Beach
Veterans Administration, 5901 East 7th Street, Long Beach
Attn: A. P. Willis, Registrar
Hays, McLaughlin and Evans, 6331 Hollywood Blvd, Los Angeles 28
Spray, Gould and Bowers, 1671 Wilshire Blvd., L.A.
Herlihy and Herlihy, 412 W. 6th Street, L.A. 14
Clopton and Penny, 639 S. Spring St., L. A. 14
Weingand, Tipton, Kendig and Stockwell, 611 S. Catalina, L.A.
Brobeck, Phelger and Harrison, 111 Sutter St., San Francisco
Joseph Bilchak, The Travelers Insurance Co. 510 W. 6th St, L.A.
Ray Cusick, Standard Accident Ins. Co. 548 S. Kingsley, L.A.
P. E. Carignan, American Motorists Ins. Co. 3545 Wilshire, L.A.
McCaskey and Licker, National Auto. & Cas. Co. 639 S. Spring, L.A.
George Haswell, Liberty Mutual Ins. Co. 704 S. Hill St., L.A.
Petersen, Wills, & Hiestand, Employers Mutual Liability Insurance
Co. of Wisconsin, 3540 Wilshire Blvd, L.A.
Arthur Hershenson, State Compensation Ins. Fund, Box 2134, L.A. 54
Associated Indemnity Co. Box 2133, L.A. 54
Guarantee Insurance Co. 1671 Wilshire Blvd., L.A.
Industrial Indemnity Co. Box 2252, L.A. 54
Fireman's Fund Insurance Co. 3440 Wilshire, L.A.
Argonaut Insurance Co. 1001 Wilshire Blvd, L.A.
Employers Liability Assur. Corp. of London, England, 639 S. New
Hampshire, L.A.
Pacific Employers Insurance Co. 1033 S. Hope St., L.A.
United Pacific Insurance Co. 616 S. Shatto Place, L.A.
General Accident, Fire and Life Ins. Co. 3535 W. 6th St., L.A.
Plant Rubber and Asbestos Co., c/o Plant Insulation Co.
2741 S. Yates Ave., Los Angeles
Fibreboard Paper Products Corp. 475 Brannon St., San Francisco 19
Phoenix Indemnity Co. 3750 W. 6th St., L.A.
Aetna Casualty & Surety Co. 810 S. Spring St., L.A. 14
Zurich Insurance Co. 4465 Wilshire, L.A.
McCartney, Hall and Ryan, 639 S. Spring St., L.A.
Arnold Smith, Sacramento
Division of Labor Statistics, San Francisco
Johns-Manville, Inc. P.O. Box 9067, Long Beach 109 Attn: Bert
Gilbertson



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CASE NO. 57 LA 162-835

JAMES WHITCOMB RILEY
(Applicant)

vs.

JOHNS-MANVILLE, INCORPORATED, a
corporation; SOUTHERN ASBESTOS &
MAGNESIA CORPORATION, a corporation;
ASBESTOS COMPANY OF CALIFORNIA;
PLANT RUBBER & ASBESTOS COMPANY;
LOS ANGELES RUBBER COMPANY; MARINE
ENGINEERING COMPANY, a corporation;
FIBERGLASS ENGINEERING & SUPPLY
COMPANY, a corporation; ROBERT O.
LYNCH, an individual, doing business
as Lynch Asbestos Company and Lynch
Asbestos Company, a corporation;
PLANT INSULATION COMPANY, a corporation;
COAST INSULATION PRODUCTS, a corporation;
ARMSTRONG CORK COMPANY, a corporation;
J. T. THORPE, INC., a corporation;
WARREN AND BAILEY;
TOTTIAN-MORGAN COMPANY;
OWENS-CORNING FIBERGLASS COMPANY,
PACIFIC COAST DIVISION; PLANT INSULATION
AND THORPE COMPANY;

EMPLOYERS LIABILITY ASSURANCE CORPORATION,
LTD., of LONDON, ENGLAND, a corporation;
THE TRAVELERS INSURANCE COMPANY, a
corporation; ASSOCIATED INDEMNITY
COMPANY, a corporation; FIREMAN'S FUND
INDEMNITY COMPANY, a corporation; AETNA
CASUALTY & SURETY COMPANY, a corporation;
INDUSTRIAL INDEMNITY COMPANY, a corpora-
tion; EMPLOYERS MUTUAL LIABILITY INSUR-
ANCE COMPANY OF WISCONSIN, a corporation;
GUARANTEE INSURANCE COMPANY, a corporation;
ARGONAUT INSURANCE COMPANY, a corporation;
AMERICAN MOTORISTS INSURANCE COMPANY, a
corporation; MURKIN INSURANCE COMPANY,
a corporation; PACIFIC EMPLOYERS
INSURANCE COMPANY, a corporation
(Defendants)

FILED

SERVED: FEB 4 1960

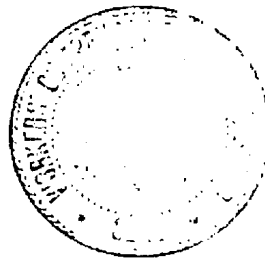
EE EEA

ER ERA

INS INSA 2

LN. CL. 3 SUIF

COMMISSION DECISION



Petitions for Reconsideration were filed by Industrial Indemnity Company, Fireman's Fund Indemnity Company, Employers Liability Assurance Corporation, Ltd., American Motorists Insurance Company and Guarantee Insurance Company contending that applicant's failure to make an election under Labor Code, Section 5500.5, and his failure to join all proper defendants, together with the vagueness of his allegations and testimony, do not justify the Joint and Several Award, that such an award works undue hardship and penalizes "cooperative" carriers, and that the award should have been apportioned on a percentage basis "considering the amount of coverage and employment over the whole."

On May 23, 1957, applicant, a 57-year-old asbestos worker filed his application alleging injury to his lungs caused by exposure to asbestos dust as a result of which he had to leave work May 19, 1957. In an amended Application filed July 15, 1957, he alleged the date of injury was 1920 to May 19, 1957 and listed twelve employers during that period.

Subsequently, two more employers were joined, one by applicant and one by defendant, and on July 9, 1958 a request was made for the Social Security records. These records indicated many more potentially liable employers, however, no more were joined in this proceeding.

On July 13, 1959, a biopsy confirmed the diagnosis of asbestosis, as well as carcinoma and other pathology related to the asbestosis. On November 27, 1959, Findings and Award issued holding all of the timely joined defendants who had appeared in the matter jointly and severally liable.

Labor Code, Section 5500.5, provides that the employee making a claim of occupational disease "may elect to proceed against any one or more of the employers named in his Application." An election to proceed is inherent in and manifested by the act of proceeding. Thus, where only one of several employers is named in the Application, the act of filing and proceeding against that employer is an election. Similarly, where the employee names a number of employers and prosecutes his claim against all of them, as here, it is obvious that he has chosen to proceed against all of them.

The reason for the right of election is to free the applicant of the necessity of joining and proving his case against all potentially liable defendants. In the instant case, the applicant elected to proceed against all the employers he named and joined, and elected not to proceed against all others whom the defendant's urge should have been joined.

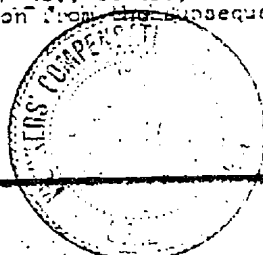
Inasmuch as applicant did make an election, the form of the award was mandatory under the provisions of Labor Code, Section 5500.5: "... any award which the Commission shall issue awarding compensation benefits shall be a joint and several award"

Applicant's right to a joint and several award with deferred apportionment was declared by the Supreme Court years before the enactment of Labor Code, Section 5500.5. In Colonial Insurance Company v. I.A.C. (Pedroza), 11 CCC 227, the court said:

"To require an employee disabled with such a disease to fix upon each of the carriers or employers the precise portion of the disability attributable to its contribution to the cause of the malady is not in consonance with the required liberal interpretation and application of the workmen's compensation laws. The successive carriers or employers should properly have the burden of adjusting the share that each should bear and that should be done by them in an independent proceeding between themselves. They are in a better position to produce evidence on the subject and establish the proper apportionment. All of them may have contributed to the disability and the employee should be permitted to proceed against and have an award against any or all of them for the whole disability if the evidence discloses that he was exposed to silica dust during his period of employment with each of the employers named."

The foregoing was cited and followed by the Third District Court in Globe Indemnity Company v. I.A.C. (Trembath), 19 CCC 132, 136, and in State of Calif., Subsequent Injuries Fund v. I.A.C. (Walters), 22 CCC 100, 107 which construed Labor Code, Section 5500.5. In the latter case, the Supreme Court pointed out that it was desirable from the employee's standpoint that "the initial proceedings be kept as simple as possible, and that the employee should not be concerned with whether all of his employers or their insurance carriers have been sought out, or of even participating as an active party in proceedings necessary to determine the ultimate apportionments" but bearing in mind that in the original proceeding each employer named and against whom an award can be made is jointly and severally liable, the provision for supplemental proceedings to determine apportionment is primarily for the benefit of the employers.

The holdings in the above cited cases were applied by this Panel in the case of Morris v. Innesco Mining Co., et al., No. 55 LA 100-76, which involved a contribution from the subsequent

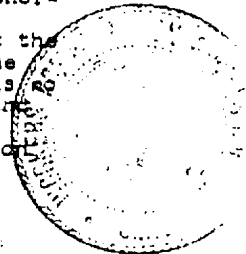


Injuries Fund. The Panel stated the following:

"Briefly reviewing the proceedings in this case, it should be noted that after lengthy procedures Findings and Award first issued on May 22, 1956. Principally, the award was for temporary disability, which was on a continuing basis and for medical treatment. The liability was separated and apportioned among the various defendants, including the Subsequent Injuries Fund. Under this apportionment, ten of the defendants were called upon to make payments of less than \$1.00 per week. Petitions for Reconsideration were filed by the Subsequent Injuries Fund and two of the insurance carriers. The petitions were granted. The Panel on its own motion granted reconsideration to the other defendants. The Panel at that time expressed the opinion that it was improper to make an award directly against the Subsequent Injuries Fund in favor of the employee. We also observed that the award against the other defendants must be joint and several. We discussed the Pedroza case and also the statute in question and pointed out that the purpose of a joint and several award was to obviate the payment to the applicant of numerous small amounts by numerous defendants. Our decisions in many other cases has been to the same effect. Not only is it impractical to expect an employee to seek payments of compensation in small amounts from various defendants but it is even more impractical to expect him to obtain medical treatment and then expect his doctors or hospital to bill numerous defendants in small amounts."

On page 4 of said Decision, the Panel continued:

"We recognize that subdivision (b) of Section 5400.5 provides that the Commission shall direct that the Subsequent Injuries Fund contribution 'shall be paid, either directly or by way of reimbursing any employer or employers who have paid said award. . . .'. This may be taken as authority for making an award directly against the Subsequent Injuries Fund. However, throughout the section it is stated that the award against the employers shall be joint and several. There is no basis for including the Subsequent Injuries Fund as one of the defendants who is jointly and severally liable. We recognize that the section



uses the phrase 'apportionment of liability or right of contribution.' However, we have taken the word 'apportionment' in this situation to mean apportionment of the contribution rights of the defendants rather than an apportionment of their direct liability to the applicant. In the second paragraph of the section it is stated that the award shall be joint and several against the employers. In subdivision (a) it is again stated that all employers shall be jointly and severally liable. In subdivision (b) the joint and several character of the award is again recognized. It appears to us that it is mandatory that the award be joint and several."

Thus there can be little doubt as to the propriety of a Joint and Several award in the initial proceedings of an occupational disease case. In Chiechi v. Alloy Steel, et al., 56 LA 172-541, an occupational disease case, the defendant carriers apparently questioned the efficacy of a Joint and Several award, and they failed to pay it. The Commission issued certification of the award, judgment was entered and execution levied on one of the jointly held carriers selected by applicant's counsel. Thereafter the award was paid.

The provisions of Labor Code, Section 5500.5, for election, joint and several award and supplemental proceedings are integral parts of a well-purposed plan to get compensation to diseased applicants without the extended proceedings and delays that would otherwise ensue. Without the joint and several award, the intent of the law would be frustrated and the other provisions rendered futile.

Some of the petitioners complain that they were held on the basis of vague allegations and vague testimony contradicted by other evidence and records not in evidence, and that a Joint and Several award based on such evidence penalizes cooperative carriers and will lead to "the withholding of records and information in the future to the detriment of all concerned appearing before the Industrial Accident Commission on cases such as this."

Varieness of allegation and testimony are concomitant with occupational disease cases for reasons recognized by petitioners. It is primarily because the recollection of a 20 to 30 year employment history of an ailing applicant is apt to be vague that the law provides for election, joint and several award and deferred determination of contribution rights.

Despite this attempted protection, litigation of an occupational disease can frequently take years during which time the applicant may be uncompensated and uncared for. Death not infrequently

interrupts the claim of a moribund applicant before final determination of his rights can be made.

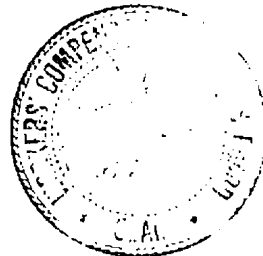
For the foregoing reasons:

IT IS ORDERED that the Petitions for Reconsideration be and the same are hereby denied.

INDUSTRIAL ACCIDENT COMMISSION

Ben Tamm
Julius Maddler
Samuel A. Mather
Commissioners

DATED AT LOS ANGELES, CALIFORNIA
FEB 4 1960



CASE NO. 57 LA 182-835

JAMES WHITCOMB RILEY

-vs-

JOHNS-MANVILLE, et al.

Referee: GEORGE A. MARTINELLI
Dictated: December 28, 1959

Injury: Beginning January,
1920 through
May 19, 1957.

REPORT OF REFEREE ON ORDER DENYING
PETITIONS FOR RECONSIDERATION

Employers Liability Assurance Corporation, Ltd., a corporation, Fireman's Fund Indemnity Company, a corporation, Industrial Indemnity Company, a corporation, Guarantee Insurance Company, a corporation, and American Motorists Insurance Company, a corporation, are the insurance carriers of certain employers who, along with other employers whose insurance status is presently unknown, were held jointly and severally liable for compensation benefits in Findings and Award which issued November 27, 1959.

Since these Petitions are identical in nature and raise the same point they will be considered together.

There is no question raised here of the sufficiency of the evidence to justify the Findings and Award. The contention of all the Petitioners is as follows: (a) the Referee erroneously made an election and as a result thereof held the Petitioners liable when in truth and in fact such an election was not made by the applicant; (b) the proportionate share of the disability based on exposure has not been determined and as a result thereof Petitioners have been unjustly penalized for divulging information concerning coverage and employment. Petitioners pray that their Petition for Reconsideration be granted and that appropriate findings be made establishing the specific exposure in each employment and setting forth the proportionate liability of each defendant.

The applicant is admittedly suffering from an occupational disease and is entitled to compensation benefits against those employers or insurance carriers in whose employment the disability was incurred. Formerly, this Commission did on original findings and award apportion the liability among the various defendants and their carriers, basing said apportionment on the period of exposure in each employment. However, since the enactment of Labor Code Section 5500.5, this procedure has been radically changed.

Section 5500.5 provides in effect that in cases of occupational disease the applicant shall (1) name all of his employers in the application; (2) if he fails to do so, any interested party may request the joinder of additional parties before the hearing. If the request is made at the first hearing, such additional parties shall be joined and the Commission shall grant only one continuance

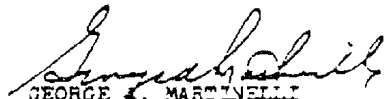
for that purpose; (4) hereafter, although the Commission has power to join still more parties, their liability, however, shall not be determined until supplemental proceedings. In the Walters case (Subsequent Injuries Fund v. Industrial Accident Commission, 22 CCC p. 100), the court discussing this very problem said:

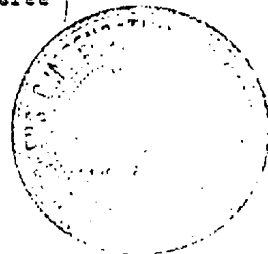
"From the standpoint of the employee it is desirable that the initial proceedings be kept as simple as possible and that the employee should not be concerned with whether all of his employers or their insurance carriers have been sought out, or of even participating as an active party in proceedings necessary to determine the ultimate apportionment of liability as among the employers Bearing in mind that in the original proceeding by the employee, each employer named and against whom an award can be made is jointly and severally liable for the entire award, it becomes obvious that the provision permitting an employer who has been held liable to institute supplemental proceedings to compel apportionment as among all potentially liable employers--is at least primarily for the benefit of the employers"

It will be noted that in the Findings and Award others besides the Petitioners were held liable. The award was issued jointly and severally against all of the employers and insurance carriers then known and ascertained. The Findings and Award, therefore, are in keeping with the provisions of Labor Code Section 5500.5 and the court decision cited above. The Petitioners herein have the remedy of apportionment as set forth in Labor Code Section 5500.5.

A glance at the social security records will show that there are a considerable number of employers who may have a potential liability who, to date, have not been joined. Obviously, if the contention of the defendants is correct that an apportionment must be made in original proceedings, it would follow that litigation would be drawn out interminably. It was just such a situation which Labor Code Section 5500.5 and the court decisions attempted to remedy.

RECOMMENDATION: Deny Petitions for Reconsideration.


GEORGE J. MARTINELLI
Referee



GAM:ME
57 LA 182-835

HAYS & McLAUGHLIN
ATTORNEYS AT LAW
8331 Mulholland Boulevard
LOS ANGELES 35, CALIFORNIA
HO 1-7790

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

2-4-60-18

PUL
CORRECTION
CHANCE

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

JAMES WHITCOMB RILEY,
Applicant,
- vs -
INDUSTRIAL INDEMNITY COMPANY,
et al,
Defendants.

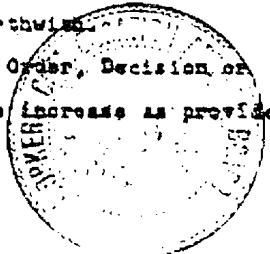
109 182-83

PETITION FOR PENALTY

COMES NOW the applicant, JAMES WHITCOMB RILEY, and
petitions for imposition of the ten per cent penalty against
Industrial Indemnity Company, pursuant to the provisions of Section
5814 of the Labor Code, upon the grounds that said defendant
unreasonably delayed and/or refused to payment of compensation
subsequent to the issuance of the Award without good cause.

In connection therewith, applicant alleges that the
Findings & Award issued on November 27, 1959. That defendants'
Petition for Reconsideration was denied on February 4, 1960. That
it was not until March 24, 1960 that defendant, Industrial Indemnity
Company made payment of compensation in compliance with the
Findings & Award. That on March 3, 1960, applicant's attorneys
advised Herlihy & Herlihy, attorneys for defendant, Industrial
Indemnity Company, that applicant was still awaiting compliance
with the Award, and inasmuch as defendants apparently could not
agree on joint compliance with the Award, applicant was electing
to hold their client, Industrial Indemnity Company, for the total
amount of the Award, and demanding payment forthwith.

WHEREFORE, applicant prays that the Order, Decision or
Award be amended for the purpose of making the increase as provided



1 in said Section.

2 Respectfully submitted,

3 HAYS & McLAUGHLIN

4
5 By: William T. Hays
6 Attorneys for Applicant

7 cc: Spray, Gould & Bowers
8 Attorneys at Law
9 1671 Wilshire Boulevard
10 Los Angeles 17, California

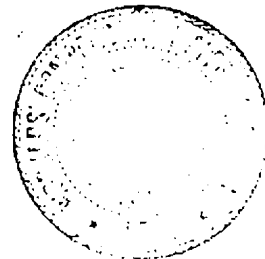
11 Clopton & Penny
12 Attorneys at Law
13 639 South Spring Street
14 Los Angeles 14, California

15 Herlihy & Herlihy
16 Attorneys at Law
17 412 West 6th Street
18 Los Angeles 14, California

19 American Motors Insurance Company
20 3545 Wilshire Boulevard
21 Los Angeles, California

22 The Travelers Insurance Company
23 510 West 6th Street
24 Los Angeles 14, California

HAYS & McLAUGHLIN
ATTORNEYS AT LAW
2021 HOLLYWOOD BOULEVARD
LOS ANGELES 16, CALIFORNIA
HO 4-7716



GRACE RILEY, by her
guardian ad litem,
James C. Riley

vs.

JOHNS-MANVILLE, INC., a
corporation, et al.

REFEREE: GEORGE A. MARTINELLI
Hearing: June 15 and 16, 1961
Dictated: June 16, 1961

Date of injury: Jan. 1920 thru
May 19, 1957
Date of death: Jan. 24, 1961

- Hays, McLaughlin and Evans, by John F. McLaughlin
Attorneys for applicant
- Spray, Gould and Bowers, by David B. Allen
Attorneys for Guarantee Insurance Co.
- Herlihy and Herlihy, by George Thompson
Attorneys for Industrial Indemnity Co.,
Fireman's Fund Insurance Company, Argonaut
Insurance Company, and Employers Liability
Assurance Corp. of London, England
- Clopton and Penny, by Robert M. Penny
Attorneys for Pacific Employers Insurance Co.
- Weingand, Tipton, Kendig and Stockwell, by
Claude Weingand, attorneys for United Pacific
Insurance Company, General Accident Insurance
Corporation, and Associated Indemnity Co.
- Brobeck, Phelger and Harrison, by Rinaldi Sciaroni, Jr.
Attorneys for Plant Rubber & Asbestos Work,
self-insured, and Fibreboard Paper Products
Corporation, formerly known as The Parrifine
Company, Inc., also formerly known as Pabco
Products, Inc., self-insured
- Joseph Bilchak, representing The Travelers Insurance
Company
- Ray Cusick, attorney for Standard Accident Insurance
Company
- P. E. Carignan, representing American Motorists
Insurance Company
- McCaskey and Licker, by Robert Licker, attorneys
for National Automobile and Casualty Co.
- George R. Haswell, by George C. Shelton, Jr.
Attorneys for Liberty Mutual Insurance Co.
- Petersen, Mills and Hiestand, by Ray Bennett,
Attorneys for Employers Mutual Liability
Insurance Co. of Wisconsin
- Arthur Hershenson, attorney for State Compensation
Insurance Fund

REPORT OF REFEREE ON SUPPLEMENTAL HEARING

The parties above named, after extended conference, submit
their stipulations in the above matter as follows:

The total value of the claim is \$25,720.07, consisting of
the following items:

\$7,530.00		Temporary disability
4,592.76		Medical treatment
9,959.76		Statutory death benefits and medical reimbursement as follows:
		\$9,326.76 (commuted value)
		400.00 for burial expense
		233.00 for self-procured treatment
3,437.55		Representing the lien of the Veterans Administration which will be paid directly to the Veterans Administration

There is to be deducted from said death benefit the sum of
\$200.00 to reimburse The Travelers Insurance Company, a corporation,
for its lien.

(Industrial Indemnity Company's proportionate share is \$2,417.59.)

Industrial Indemnity Company, a corporation, one of the defendants found liable under prior Findings and Award, has paid and will continue to pay the entire liability.

Industrial Indemnity Company, a corporation, will be reimbursed by the co-defendant carriers and self-insured employers for their proportionate share of liability (based on employment exposure) in the following amounts, payable forthwith:

State Compensation Insurance Fund.....	\$1,007.91
Plant Rubber and Asbestos Work, and Fibreboard Paper Products Corporation (both self-insured).....	7,004.91
Pacific Employers Insurance Company.....	4,464.10
Liberty Mutual Insurance Company.....	438.93
The Travelers Insurance Company.....	1,308.41
Aetna Casualty & Surety Company.....	1,206.99
United Pacific Insurance Company.....	832.20
Guarantee Insurance Company.....	645.15
Argonaut Insurance Company.....	725.01
Standard Accident Insurance Company.....	216.54
American Motorists Insurance Company.....	1,456.14
National Automobile and Casualty Company.....	83.49
Employers Liability Assurance Corporation of London, England.....	1,464.32
Fireman's Fund Insurance Company.....	2,320.37
General Accident, Fire & Life Insurance Corp.....	40.02
Associated Indemnity Company.....	80.89

The liability of the employer Jamar & Olsen Company has not been determined. Its insurance carrier, Employers Mutual Liability Insurance Company of Wisconsin, a corporation, was represented at the hearing but refused to partake in the stipulated apportionment. The matter will be set for further hearing in order to determine this liability.

NOTE: The foregoing stipulation is subject to confirmation by Mr. Sciaroni, representing the self-insured employers. Upon confirmation Findings and Award will issue in accordance therewith and then the matter will be reset for hearing.

IT IS ADMITTED that James Whitcomb Riley, born October 23, 1899, died January 24, 1961, as a result of his industrial injury. No attorneys' fees have been paid for this hearing, no arrangements made.

ISSUES

1. Dependency.
2. Liability for the statutory burial expense.
3. Apportionment and contribution.

JAMES C. RILEY, whose address is 2480 Kellogg Park Drive, Pomona, California, called by applicant, testified substantially as follows:

He is the son of James W. Riley, deceased. By order of the Superior Court he was appointed guardian ad litem of Grace Riley, his mother. The parties named in the marriage certificate, which was displayed to the witness, are his father and mother. He was born November 24, 1924. To his knowledge neither his father nor his mother were previously married. His father and mother resided in California at all times, and from the date of their marriage

until the date of the decedant's death they resided together as husband and wife. There was no separation or action for divorce filed by one against the other. There are three children of the marriage, all living; the witness, Larry age 31, and Mary Lou age 34. The deceased contributed to the support of no one except his wife within a year prior to his death. The burial was paid by his mother and the entire bill including cemetery amounted to \$1100. The undertaker's bill was seven hundred some odd dollars.

DISPOSITION:

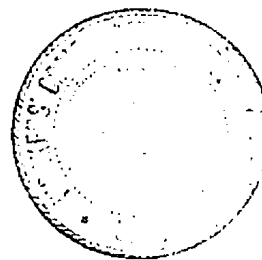
Upon confirmation the matter will stand submitted at which time Findings and Award will issue in accordance with the stipulations of the parties.

The matter will be reset for hearing in order to determine the liability of Jamar & Olnesh Company, and Employers Mutual Liability Insurance Company of Wisconsin, a corporation, the carrier, on notice to all parties. A half day will be allowed.

George A. Martinelli

GAM:ch

GEORGE A. MARTINELLI, Referee



CASE NO. 57-LA 182-835

GRACE RILEY, by her
Guardian ad Litem and
Trustee, James C. Riley

vs

JOHNS-MANVILLE, et al

Referee: GEORGE A. MARTINELLI
Dictated: August 2, 1961

Injury: January, 1920
thru May 19, 1957

Death: January 24, 1961

REPORT OF REFEREE ON ORDER APPOINTING
TRUSTEE, FINDINGS AND AWARD AND ORDER
FOR CONTRIBUTION

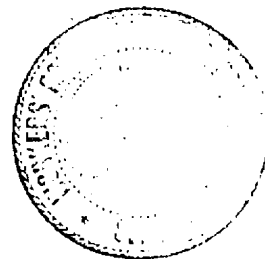
Reference is made to the Report of Referee on Supplemental
Hearing dated June 15 and 16, 1961.

The original stipulations concerning apportionment were
amended by Plant Rubber and Asbestos Works' recalculation
of the individual liability of the participating employers.

Notice of Intention to issue Findings and Award and Order
for Contribution in accordance with stipulations as amended
issued July 13, 1961. No objection having been received
thereto, we are submitting Order Appointing Trustee,
Findings and Award and Order for Contribution herewith.

GAM:NN

George A. Martinelli
GEORGE A. MARTINELLI
Referee



LAW OFFICE

GEORGE R. HASWELL
714 SOUTH HILL STREET
LOS ANGELES, CALIFORNIA

July 18, 1961

NO FILED
EXHIBIT
REFERENCE

Joseph J. DiGiuseppe
George C. Shelton, Jr.
L. F. Hasberle III

Industrial Accident Commission
4107 State Building
Los Angeles 12, California

Attention Referee George A. Martinelli

Re: James Whitcomb Riley v. Johns-Manville, Inc.
Claim No. 57 LA 182-835

Dear Sir:

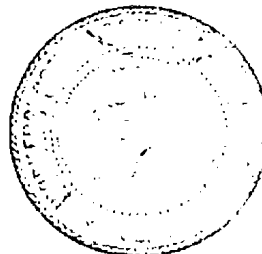
Please be advised that the Liberty Mutual Insurance
Company raises the amount payable by them on the
Compromise and Release to \$441.09.

Very truly yours,
GEORGE R. HASWELL

By *George C. Shelton, Jr.*
GEORGE C. SHELTON, JR.

GCS/jp

cc: Harlin and Harlin, Esqs.
Hays, McLaughlin and Evans, Esqs.



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
CASE NO. 57-LA 182-835

GRACE RILEY, by her Guardian
ad Litem, James C. Riley,

Applicant,

NOTICE OF INTENTION

vs

JOHNS-MANVILLE, INC., a
corporation, et al

Defendants.

The defendants have by stipulation apportioned the liability and percentage and amount of contribution payable by each to the applicant with request that Findings and Award issue in accordance therewith; subsequent thereto, on July 11, 1961, two of the defendants, Plant Rubber and Asbestos Works and Plant Rubber and Asbestos Company, filed their amendments to the original stipulations, modifying the proportionate liability of each co-defendant;

THE PARTIES ARE HEREBY NOTIFIED that it is the intention of this Commission to issue its Findings and Award and to pro-rate the liability and fix the contributive share of each of the defendants held liable in accordance with the stipulations as amended. Said Order will issue unless good cause is shown in writing within the next ten days after service.

DATED AT LOS ANGELES, CALIFORNIA, this 18th day of July, 1961.

GAM:NN

SERVED: 7-18-61 nn:

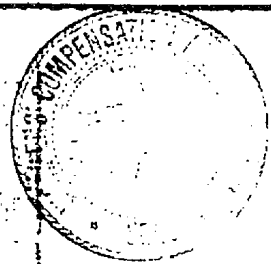
Report
INDUSTRIAL ACCIDENT COMMISSION

Hays, McLaughlin & Evans, 6331 Hollywood Blvd, L A 45
Spray, Gould and Bowers, 1671 Wilshire, L A
Herlihy and Herlihy, 412 W. 6th St, L A 14
CLOPTON and Penny, 639 S. Spring St, L A 14
Weingand, Tipton, Kendig and Stockwell, 611 S. Carolina, L A
Brobeck, Phelger and Harrison, 111 Gutter St, San Francisco
Joseph Bilcnak, The Travelers Ins. Co. 4510 W. 6th St, L A
Ray Cusick, Standard Accident Ins. Co. 548 S. Kingsley, L A
P. E. Carignan, American Motorists Ins. Co. 3545 Wilshire, L A
McCasky and Licker, National Auto. Ins. Co. 639 S. Spring, L A 14
George Haswell, Liberty Mutual Ins. Co. 714 S. Hill, L A
Petersen, Willis and Hiestand, Employers Mut. Lias. 3540 Wilshire, L A
Arthur Hershenson, State Comp. Ins. Fund, Box 2134, L A 54

J. W. WILEY

1901

CARRIER AND EMPLOYER	PER. PER. S.S.		APPORTIONMENT	
	PERIOD	PER.	PER.	USED
PONT R. A. YORK	2-31-33	17463		
	6-30-33	56188		
	4-30-33	7663		
	9-30-34	76		
	12-31-34	120		
	6-30-35	200		
	4-30-35	76636		
	12-31-35	174102		
	3-31-36	14887		
	6-30-36	154113		
	3-31-36	170409		
	6-30-36	179551		
	3-31-36	2000		
	6-30-36	1151		
X ACCEPT \$ 3000	6-30-36	61414	707349	707349
		6000	769155	769155
F. D. MONT - W. H. C.	6-30-37	17378		
	4-30-37	170781		
	12-31-37	4500	25000	



1. CALCULATED

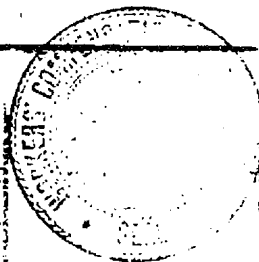
2. SPEC
CALCULATION

MEMORANDUM FOR 7/1/61 DISTRIBUTION
Y/POLE HALLS D PROPOSED

177-43
753-43

606-81
257-2007

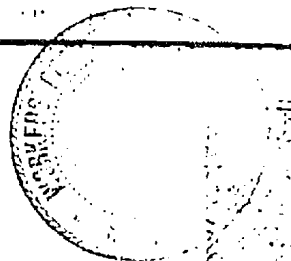
35-44



J W WILEY

NAME
(PRINT)

CARRIER AND EMPLOYER	PERIOD	P/R	SS	ADDITIONAL P/R	AW
UNKNOWN				USED	
HARRY GAY	12-31-37	42			
ASB SUPPLY CO OF CALIF		34581			
CO OF CALIF	2-31-38	195			
EE LADDER SONS	6-30-38	70			
DAY CITY PUB	9-30-40	89			
WESTERN FIREWORKS	9-30-46	1685			
"	12-31-46	5150			
WARREN BOITEN	6-30-47	142			
COAL SONS	12-31-48	108			
MUNDET CORP (ME. NOT)	3-31-50	300			
"	6-30-50	23875			
"	12-31-50	23055			
THEODORE SW INC	12-31-50	21750			
FRANK SEAT	3-31-52	3141			
MOUNTAIN STATE CONST	6-30-57	482		351086	
				874895	7544673 255



CALCULATION

P/Re

FWHD

EST

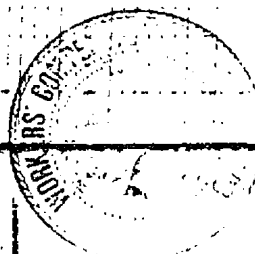
45
24581
675
70
70

108

314

420

2506
71437



416

BROBECK, PHLEGER & HARRISON
ATTORNEYS AT LAW
ONE ELEVEN SUTTER STREET
SAN FRANCISCO 4
SUTTER 4-0848

July 7, 1961

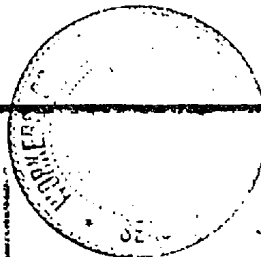
George A. Martinelli, Esq.,
Referee, Industrial Accident Commission,
4107 Los Angeles State Office Building,
107 South Broadway,
Los Angeles, California.

Re: James Whitcomb Riley vs.
Johns-Manville, Inc., et al.
IAC Case No. 57 LA 183-836.

Dear Mr. Martinelli:

In the above entitled matter we have recalculated the apportionment of the proposed award, which was incorporated in the stipulations to which we were a tentative party on Friday, June 16, 1961. The insurers of certain of Mr. Riley's past employers were not included in the previous apportionment and since the payroll allocated to Plant Rubber & Asbestos Works was too high, we are obliged to withdraw from the stipulation of June 16, 1961. We would, however, be willing to enter into a stipulation which requires Plant Rubber & Asbestos Works to make a contribution of \$6,061.81 providing the total payment by all parties, including our client, aggregates \$25,720.07.

We enclose herewith a copy of our letter of this date to Mr. George D. Thompson of Herlihy & Herlihy, together with a copy of the tabulation enclosed therewith.



BROBECK, PHLEGER & HARRISON

George A. Martinelli, Esq.

2.

We are mailing a copy of this letter to Mr. Thompson and to all of the parties who are being mailed copies of our letter to him of this date and whose names are indicated at the conclusion of the Thompson letter.

Very truly yours,

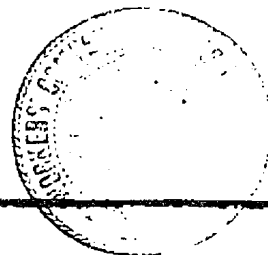
BROBECK, PHLEGER & HARRISON

By

Rinaldo Sciaroni, Jr.
Rinaldo Sciaroni, Jr.

RS:its

enc.



July 7, 1961

George D. Thompson, Esq.,
Messrs. Herlihy & Herlihy,
Suite 516, Park Central Bldg.,
412 West Sixth Street,
Los Angeles 14, California.

Re: James Whitcomb Riley vs.
Jonas-Manville, Inc., et al.,
IAC Case No. 57 LA 183-835.

Dear Mr. Thompson:

In the above entitled matter we have recalculated the apportionment of the proposed award based upon the inclusion in the payroll of the earnings shown by the social security records for Western Fiberglass Supply, Ltd., Warren & Bailey Co., Mundet Cork Corporation, and J. T. Thorpe & Son, Inc., Emeryville, California, also known as Plant Asbestos Company, and a reduction in the pre-social security earnings for Plant Rubber & Asbestos Works to \$3,000.

You will recall that this alleged period of employment by Plant Rubber and Asbestos Works was between 1929 and 1934 and in 1938. This reduction was made because the applicant testified that he worked only about half of the time and information from former employees indicates that the wage rate was about 75 cents per hour and there was, of course, extensive unemployment during these depression years. In addition, none of these former employees contacted by us have any recollection of Mr. Riley. We

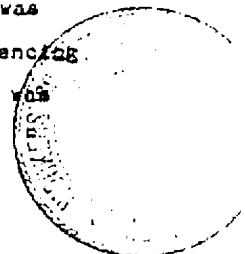
George D. Thompson, Esq.

2.

believe that the allocation of \$3,000 to our client for this period is most generous.

With respect to the additional periods of employment added to the calculation, the California Inspection and Rating Bureau has advised that Western Fiberglass Supply, Ltd. was insured by Industrial Indemnity Company or Industrial Indemnity Exchange, and that Warren & Bailey Co. was insured by State Compensation Insurance Fund.

At the discussions held on June 16, 1961 at Los Angeles it was conceded that the references in the social security records and the application of November 18, 1960 to Meindt Cork Company, Meindt Cork Corporation, and Meindt Cork Corporation were misspellings of the correct name of Mandet Cork Corporation, which presently has offices at 6116 Walker Avenue, Maywood, California, and 440 Brannan Street, San Francisco, California. This company during the period from 1949 to 1952, according to the California Inspection & Rating Bureau, was covered for compensation purposes by Aetna Casualty Company. For the period December 31, 1949 to December 30, 1950 the policy number was 210047-8-3-50 and for the succeeding calendar year the policy number was 219767-10-81300. For the third calendar year commencing December 31, 1951, we are advised the policy number was



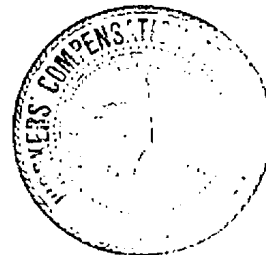
George D. Thompson, Esq.

3.

21655-67- .

We understand that the entity named as J. T. Thorpe & Son, Inc., at Emeryville, California, was perhaps then, but in all events is now, known as Plant Asbestos Company; its present address is 1300-64th Street, Emeryville, California. That company advises us that its carrier during the year 1950 was Pacific Employers Insurance Company.

We enclose herewith a tabulation showing a calculation of the appropriate factor for determining the liability allocation and six sheets setting forth the June 16, 1961 calculation and a revised calculation based on the inclusions and reductions referred to above. You will note from these calculations, based upon inclusion in the gross payroll of the additional wages mentioned above and the reduction by \$3,000 of the payroll charged to Plant Rubber & Asbestos Works, that the contribution of the latter defendant to the proposed award, would amount to \$6,061.81 in lieu of the \$7,004.91 figure suggested on June 16, 1961. We believe this proposed reapportionment is just and equitable, and therefore Plant Rubber & Asbestos Works will join in a stipulation assessing it with \$6,061.81 of the total liability.



George D. Thompson, Esq.

We are mailing a copy of this letter and of the attached calculation to the Referee George A. Martinelli and to Messrs. Mays, McLaughlin & Evans, 6331 Hollywood Boulevard, Los Angeles 28, California. Our records do not perhaps accurately reflect the proper representatives of all of the defendants and we therefore have taken the liberty of enclosing twelve additional copies of the calculation and would appreciate it if you would be so good as to circulate them among the proper defense representatives.

We are therefore advising Mr. Martinelli, by our letter of this date, that we are withdrawing from the stipulation requiring payment of \$7,004.91 by Plant Rubber & Asbestos Works but will be pleased to enter into a stipulation requiring Plant Rubber & Asbestos Works to make a contribution of \$6,061.81 to the gross amount payable. We trust that with this information in hand you will be in a position to effect the closing of this case.

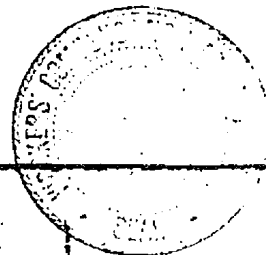
Very truly yours,

BROBECK, PHLEGER & HARRISON

By

Rinaldo Sciaroni, Jr.

RS:its
enc.



STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
INDUSTRIAL ACCIDENT COMMISSION

APPLICATION
(Death Case)

APR 9 1966

FILED
EXHIBIT
CASE NO.
REFERENCE

CASE NO. 162-825

GRACE RILEY (Widow)

1596 West Juno Ave., Apt. #1

Anaheim, California

JOHNS-MANVILLE PRODUCTS, et al

Social Security No.

2960 Leonis

INDUSTRIAL INDEMNITY COMPANY, et al

Vernon, Calif.

Box 2252

Los Angeles 54, California

1. Applicant alleges that JAMES WHITCOMB RILEY was employed as an insulator on 1/19/20 to 5/19/57 in California by Johns-Manville, et al. He sustained injury arising out of and in the course of employment, as follows: exposure to dust.

2. Industrial Indemnity, et al was the employer's insurance carrier on date of injury.

3. Employee's earnings at time of injury: Maximum. The basis of pay was Maximum.

4. Was compensation paid? Yes. Total paid Maximum. Amount due Maximum.

5. Was medical treatment needed? Yes. Who furnished treatment? defendants.

6. Has burial expense been paid? Yes. Who paid it? Maximum.

7. The employee left surviving the following dependents:

NAME	AGE (if under 21)	RELATIONSHIP TO THE EMPLOYEE	ADDRESS
<u>GRACE RILEY</u>		<u>Widow</u>	<u>1596 W. Juno Ave., Apt. #1</u> <u>Anaheim, Calif.</u>

IMPORTANT—If an applicant is under 21 years of age, it will be necessary to file Petition for Appointment of Guardian of Estate. Forms for this purpose may be obtained at the offices of the Industrial Accident Commission.

Reason for filing this application: Death benefits, burial expense, self-produced medical treatment, 10% penalty and all issues

WHEREFORE, it is requested that a time and place be fixed for hearing and that an award be made pursuant to the provisions of the Workers' Compensation Laws of California.

Dated at Los Angeles, California, April 10, 1966.

County requested at: Los Angeles

Number of witnesses: 2

Estimated time of trial: 2 days

Filed on: EE EEA ERA INS INSA

FOR OFFICE USE ONLY

HAYS, McLAUGHLIN & EVANS
6231 Hollywood Blvd., L.A. 28, Calif
HO. 7-7179

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CASE NO. 57-L.A. 182-835

JAMES WHITCOMB RILEY,

Applicant,

vs

JOHNS-MANVILLE, INCORPORATED, a
corporation; SOUTHERN ASBESTOS &
MAGNESIA CORPORATION, a corporation;
ASBESTOS COMPANY OF CALIFORNIA;
PLANT RUBBER & ASBESTOS COMPANY;
LOS ANGELES RUBBER COMPANY; MARINE
ENGINEERING COMPANY, a corporation;
FIBERGLASS ENGINEERING & SUPPLY
COMPANY, a corporation; ROBERT O.
LYNCH, an individual, doing business
as Lynch Asbestos Company and Lynch
Asbestos Company, a corporation;
PLANT INSULATION COMPANY, a corporation;
COAST INSULATION PRODUCTS, a corporation;
ARMSTRONG CORK COMPANY, a corporation;
J. T. THORPE, INC., a corporation;
WARREN AND BAILEY; TOTMAN-MORGAN COMPANY;
COWENS-CORNING FIBERGLASS COMPANY,
PACIFIC COAST DIVISION; PLANT INSULATION
AND THORPE COMPANY;

EMPLOYERS LIABILITY ASSURANCE CORPORATION,
LTD., of LONDON, ENGLAND, a corporation;
THE TRAVELLERS INSURANCE COMPANY, a
corporation; ASSOCIATED INDEMNITY
COMPANY, a corporation; FIREMAN'S FUND
INDEMNITY COMPANY, a corporation; KETNA
CASUALTY & SURETY COMPANY, a corporation;
INDUSTRIAL INDEMNITY COMPANY, a corpora-
tion; EMPLOYERS MUTUAL LIABILITY INSUR-
ANCE COMPANY OF WISCONSIN, a corporation;
GUARANTEE INSURANCE COMPANY, a corporation;
ARGONAUT INSURANCE COMPANY, a corporation;
AMERICAN MOTORISTS INSURANCE COMPANY, a
corporation; ZURICH INSURANCE COMPANY,
a corporation; PACIFIC EMPLOYERS
INSURANCE COMPANY, a corporation,

Defendants.

) FINDINGS AND AWARD,
) ORDER DENYING LIEN
) CLAIMS AND ORDER
) DISMISSING PARTY
) DEFENDANT

FILED *in*
SERVED NOV 17 1953
EE ☒ FEA ☒
ER 13 ERA 7
INS 13 INSA 7
IN. CL 3 SUIF 7

Hays and McLaughlin, by John P. McLaughlin,
applicant's attorneys

Herlihy & Herlihy, by Kennis T. Jones, attorneys
for Argonaut Insurance Co., Phoenix Indemnity
Co., Fireman's Fund Indemnity Co., Industrial
Indemnity Co., and Employers Liability Assur-
ance Corp., Ltd. of London, England

Clopton and Penny, by R. Wriesner, attorneys for
Pacific Employers Insurance Co.

Tipton & Weingand, by C. Weingand, attorneys
for Associated Indemnity Corp.

Spray, Gould and Bowers, by M. W. Bralley, Jr.,
attorneys for Employers Mutual Liability
Insurance Co. of Wisconsin and Guarantee
Insurance Co.

F. E. Carignan, representative for American
Motorists Insurance Co.

Joseph Bilchak, representative for The Travelers
Insurance Co.

An Application having been filed herein and all
parties having appeared and the matter having been regularly submitted
for decision, GEORGE A. MARTINELLI, Referee, makes his Findings and
Award, Order Denying Lien Claim and Order Dismissing Party Defendant
as follows:

FINDINGS OF FACT

1. James Whitcomb Riley, born October 23, 1899,
while employed as an insulator by various employers in the State of
California, commencing in the month of January, 1920 continuing
through May 19, 1957, sustained injury arising out of and occurring
in the course of his employment as follows: In the performance of
his occupational duties, the applicant was exposed during each and
every day of his employment to deleterious dusts, the accumulative
effects of which resulted in a pneumoconiosis and tuberculosis which
rendered the applicant totally disabled on May 19, 1957.

2. The names of the employers and insurance
carriers for said employers during the periods of said employment and
exposure are as follows:

(a) Employers: Johns-Manville, Incorporated;
Warren and Bailey; Southern Asbestos & Magnesia Corporation; Plant
Rubber and Asbestos Company; Los Angeles Rubber Company; Plant Insula-
tion Company; Marine Engineering Company; Robert O. Lynch, an indi-
vidual, doing business as Lynch Asbestos Company and Lynch Asbestos
57-LA 182-835

Company; Plant Insulation and Thorpe Co.; Armstrong Cork Company; Coast Insulation Products; Totman-Morgan Company; and J. T. Thorpe, Inc.

(b) The insurance carrier for Marine Engineering Company, a corporation and Plant Insulation Company, a corporation during a part of the period of applicant's employment was Pacific Employers Insurance Company, a corporation.

The insurance carrier for Robert O. Lynch, an individual, doing business as Lynch Asbestos Company and Lynch Asbestos Company, a corporation during a part of the period of applicant's employment was Industrial Indemnity Company, a corporation.

The insurance carrier for Coast Insulation Products, a corporation, during a part of the period of applicant's employment was Guarantee Insurance Company, a corporation.

The insurance carrier for J. T. Thorpe, Inc., a corporation during the entire period of applicant's employment was American Motorists Insurance Company, a corporation.

The insurance carrier for Plant Insulation Company, a corporation, during a part of the period of applicant's employment was Fireman's Fund Indemnity Company, a corporation.

During said times, all the employers and the employee were subject to the provisions of the Labor Code of the State of California.

3. Said injury caused temporary total disability entitling the applicant to \$40.00 per week beginning May 20, 1957 through November 16, 1959 and thereafter during the continuance of disability or until the further Order of this Commission, based upon maximum earnings.

4. Defendants are entitled to credit for all sums heretofore paid as disability indemnity.

5. Applicant is entitled to be reimbursed for the reasonable value of medical treatment procured by him to cure or relieve from the effects of said injury, to be adjusted by the

parties among themselves. If adjustment is not possible, this Commission will determine the matter upon the filing and service of itemized bills. Among the items of reimbursement are the following: The defendants are directed to pay to Veterans Administration Hospital the sum of \$2,685.60; To Dr. C. Pierre De Lawter, the sum of \$105.00; for services rendered as anesthesiologist which was authorized by the defendants; and to Dr. John K. Shirey, the sum of \$331.00.

6. In view of Finding #5, the lien claims of Dr. C. Pierre De Lawter and Veterans Administration Hospital should be denied.

7. Pursuant to Labor Code Section 4600, applicant is entitled to the reasonable, actual and necessary medical expense incurred for x-rays, laboratory fees and medical reports required to successfully prove his claim herein, in the sum of \$150.00 payable directly to Dr. John K. Shirey.

8. Founders Insurance Company is entitled to a lien against unpaid compensation in the sum of \$1,040.00 for the period beginning May 27, 1957 for a period of 26 weeks, at the weekly rate of \$40.00 under the provisions of Labor Code Section 4903-7.

9. Founders Insurance Company is not entitled to a lien in the sum of \$120.00 for hospital benefits paid the applicant under the provisions of the Labor Code.

10. Applicant is entitled to such further medical and/or surgical treatment as may reasonably be required to cure or relieve from the effects of said injury. This treatment is to be furnished by the defendants herein.

11. Said injury will result in permanent disability. Further hearing to establish the extent thereof will be held by the Commission upon the request of any party in interest upon proof that the disability has become permanent and stationary.

12. The claim herein is not barred by the Statute of Limitations.

13. Defendants have not been prejudiced by any alleged failure of the applicant to report said injury within the time required by the provisions of the Labor Code.

14. Applicant's attorneys are entitled to a lien against unpaid compensation for the reasonable value of their services in the sum of \$750.00.

15. Pursuant to stipulation of the parties, Phoenix Indemnity Company, a corporation, is entitled to be dismissed and discharged herefrom.

A W A R D

AWARD IS MADE in favor of James Whitcomb Riley against Johns-Manville, Incorporated, a corporation; Warren and Bailey; Southern Asbestos & Magnesite Corporation, a corporation; Plant Rubber and Asbestos Company; Los Angeles Rubber Company; Plant Insulation Company, a corporation; Marine Engineering Company, a corporation; Robert O. Lynch, an individual, doing business as Lynch Asbestos Company and Lynch Asbestos Company, a corporation; Plant Insulation and Thorpe Company; Armstrong Cork Company, a corporation; Coast Insulation Products, a corporation; Tottman-Morgan Company; Pacific Employers Insurance Company, a corporation; Industrial Indemnity Company, a corporation; Guarantee Insurance Company, a corporation; American Motorists Insurance Company, a corporation; and Fireman's Fund Indemnity Company, a corporation, jointly and severally, of the sum of \$40.00 per week beginning May 20, 1957 through November 16, 1959 and thereafter during the continuance of disability or until the further Order of this Commission; together with interest as provided by law; less all sums heretofore paid; less the sum of \$1,040.00 payable to Founders Insurance Company, as outlined in Finding #8; and less the sum of \$750.00 payable to Hays and McLaughlin, as attorneys' fees; together with reimbursement for the reasonable value of his self-procured medical treatment; among the items of reimbursement,

the defendants shall pay directly to Veterans Administration Hospital, the sum of \$2,685.60; To Dr. C. Pierre De Lawter, the sum of \$105.00; and to Dr. John K. Shirey, the sum of \$331.00, as outlined in Finding #5; together with reimbursement under Labor Code Section 4600 in the sum of \$150.00 payable directly to Dr. John K. Shirey; together with such further medical and/or surgical treatment as may reasonably be required to cure or relieve from the effects of said injury, as outlined in Finding #10.

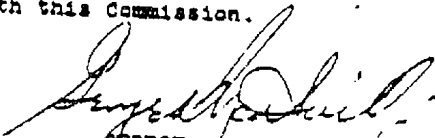
IT IS ORDERED that the lien claim of Veterans Administration Hospital and the lien claim of Dr. C. Pierre DeLawter be and they are hereby DENIED.

IT IS FURTHER ORDERED that Phoenix Indemnity Company, a corporation, be and it is hereby DISMISSED.

DEPENDANTS ARE FURTHER ORDERED to report to this Commission on Form C-6 within ten days after the cessation of compensation payments under the above continuing award. Copies of said form and copies of all reports incidental thereto are to be served on all adverse parties before filing with this Commission.

GAM:NN

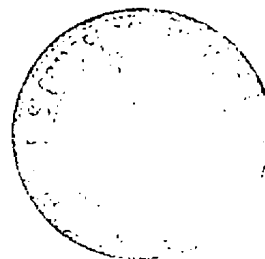
57-LA 182-835


GEORGE A. MARTINELLI
Referee
INDUSTRIAL ACCIDENT COMMISSION

DATED AT LOS ANGELES, CALIFORNIA

NOVEMBER 27, 1959

S E A L



2-4 60-2
11-3
Mortimer
182-135
3 NLL
THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

CASE NO. 57 LA 183-835

JAMES WHITCOMB RILEY,

Applicant,

vs.

JOHNS-MANVILLE, INC., a
Corporation, et al.,

Defendants.

APPLICATION FOR HEARING AND
PETITION FOR REAPPORTIONMENT
AND DETERMINATION OF ADDITIONAL
AND MULTIPLE LIABILITY AND
RESPONSIBILITY UNDER LABOR CODE
SECTION 5500.5.

COMES NOW your Petitioner, THE INDUSTRIAL INDEMNITY
COMPANY, and by this, its Petition, respectfully states, shows,
alleges, and petitions as follows:

STATEMENT OF FACT AND ALLEGATIONS

James Whitcomb Riley, born October 23, 1899, sustained
an industrial injury (occupational disease of asbestosis with com-
plications) during the approximate period of January 1920 through
May, 1957 while employed in California at maximum earnings as an
insulator by multiple employers under multiple insurance coverages.

That applicant became temporarily totally disabled on
May 20, 1957, which temporary total disability continues to the
present time with no cessation date available or foreseeable.

That applicant sustained and incurred substantial medi-
cal treatment to cure and relieve from the effects of his industrial
injury which need continues with no cessation date available or fore-
seeable.

That applicant may ultimately sustain some permanent dis-
ability, the extent of which is presently incapable of exact evalua-
tion.

That an application for hearing for compensation benefits
was filed on or about August 2, 1957 which was followed by substan-
tial litigation resulting in a Findings and Award of November 27, 1959,
a copy of which is attached hereto and made a part of this record as
Exhibit "A".

That Petitions for Reconsideration were filed by multiple

The Hospital of the Good Samaritan
SURGICAL PATHOLOGY REPORT

Surg. Path. No. 11 1078-59

82

Name of Patient: RILEY, MR. JAMES (WHITCOMB)

Adm. No. _____

Room No. 411

Date: 7-13-59

Attending Doctor: _____

some thickening of the alveolar or smaller bronchioles but without thrombosis. The peribronchovascular lymph nodes are somewhat enlarged, rubbery in consistency and extensively involved by apparent anhracotic pigmentation. Foci of caseation or of calcification are not evident grossly within these lymph nodes.

Received with the right lower lobe are two large lymph nodes, the larger measuring 3 x 2.2 x 1.1 cm. in overall dimension. Each node is rubbery to firm in consistency and extensively involved by anhracotic pigmentation. Foci of caseation, of calcification and of tumor-like tissue are not evident grossly.

Received separately and labeled "posterior hiatal nerve," are apparent lymph nodes or fragments thereof, the lymphatic tissue being similar grossly to that previously examined.

The last specimen, labeled "biopsy of right upper lobe," is received in formalin and consists of a subpleural wedge biopsy measuring 2.5 x 2 x 1.8 in overall dimension and possessing thickened fibrous-like visceral pleura, subpleural emphysematous alteration, irregular bands of fibrosis with foci of calcification, but without grossly recognizable caseation.

Summary of sections: Apparent solitary grossly visible tumor, basal segment, right lower lobe -- multiple blocks, designated A.
Adjacent pulmonary parenchyma and areas elsewhere
-- right lower lobe -- multiple blocks, labeled B.
Regional peribronchovascular lymph nodes -- blocked serially, all sectioned, labeled C.
Separately received large lymph nodes -- step-blocked, labeled D.
Separately received lymph nodes labeled hiatal nerve -- all sectioned, labeled E.
Biopsy of right upper lobe -- multiple blocks, designated

NOTE: Approximately one-half of the initially removed specimen, representing basal segmental resection of right lower lobe, is saved under sterile conditions within the refrigerator for possible bacteriological studies pending the histopathologic findings, and the remainder of the right lower lobe is also saved within the refrigerator for possible bacteriological studies and chemical or spectroscopic analyses.

RB:hk



The Hospital of the Good Samaritan
SURGICAL PATHOLOGY REPORT

Case No. B, 3578-59 #3

Name of Patient RILEY, James

Room No.

Referring Physician

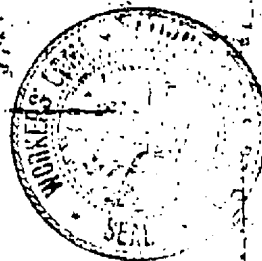
Additional summary of sections: Lower lobe of right lung not involved by grossly visible tumor - ten additional blocks taken for paraffin section.

The remainder of the lower lobe of right lung, including tumor, are kept within the refrigerator at 5 degrees centigrade, partially dried state, for x-ray diffraction or spectroscopic studies, such to be arranged through or by Dr. Reginald Smart.

Microscopic Description:

Upon microscopic examination of the various hematoxylin and eosin-stained tissue sections from the specimen submitted, there are three basic pathologic processes observed, namely, cancer, pneumoconiosis, and chronic active inflammatory process with or without bronchiectasis or bronchiolactasis.

The cancer, microscopically, is limited to a subpleural basal portion of the lower lobe, there being no evident lymphatic or bloodvessel spread of the tumor at a distance from the infiltrative tumor proper. The structural setting of the cancer is largely that of an epidermoid or squamous carcinoma, variable from a keratinizing well differentiated type to an anaplastic type, associated with abundant fibrosis and nonspecific inflammation. The carcinomatous cellular elements occur in the form of tubular units of variable size and configuration, not uncommonly resembling the configuration of small bronchi, but being filled with necrotic tumor cells. Occasionally, the infiltrating nests of neoplastic squamous epithelial cells are of three to six cells in number, and the variable structural elements of this carcinoma are separated by abundant amount of densely collagenous, frequently richly cellular fibrous connective tissue with patchy distribution of inflammatory cells. In areas, the neoplastic cellular elements present in a sarcomatoid fashion, and such cellular elements appear to be derived from the carcinomatous elements, thus, representing spindle cell variant of the carcinoma. As mentioned previously, the larger nests of solid carcinoma possess frequently central necrosis and less commonly central or multifocal squamous maturation with keratinization. Despite the frequent lymphatic and bloodvessel invasion and intratumoral involvement by the cancer, together with organized thrombi, the carcinoma appears to be limited entirely to the area of infiltrative growth, such limiting factors being the extensive fibrous thickening of the visceral



The Hospital of the Good Samaritan
SURGICAL PATHOLOGY REPORT

Arg. Path. No. B-3578-59

Name of Patient: RILEY, James

Adm. No. _____

Room No. _____

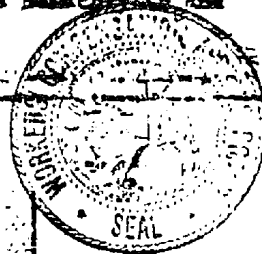
Date _____

Attending doctor _____

pleura, the extensive pulmonary fibrosis surrounding the infiltrative tumor, and the fibrous organization of thrombi associated with the intraluminal carcinomatous involvement of veins and arteries. Even the lymphatic involvement appears to be localized, the adjacent and distant pulmonary parenchyma in this lobe of lung being without recognizable lymphatic spread, and the numerous lymph nodes blocked serially and step sectioned, being without microscopic evidence of metastatic cancer.

In correlation with the clinical aspects, together with the rather extensive well differentiated components of the squamous carcinoma, it appears that the carcinoma developed in a preexisting area of pulmonary fibrosis and became limited to such area by such fibrosis together with fibrous organization of thrombi involved with cancer elements. The structural setting is not that typical of the bronchiolar carcinomas, but the derivation of the squamous cancer seen in this case may be on the same basis, namely, from atypical squamous metaplasia and hyperplasia of bronchioles at sites of bronchioloectasis and pulmonary fibrosis. Such alterations are known to exist in this case elsewhere, though additional foci of independent carcinomatous transformation are not definite, unless such foci are an extremely early, noninvasive or in situ phase of development.

The structural setting of the pneumoconiosis in this case is somewhat variable from one region to another, such variability possibly representing different phases in the development of a morphologic alteration, though also possibly due to different forms or types of inhaled toxic dust particles. Within the pulmonary parenchyma one etiologic factor is that of asbestos particles, with formation of typical asbestosis bodies, particularly in the small bronchi, bronchioles and alveoli. However, asbestosis bodies are not evident within the peribronchial and other mediastinal lymph nodes, which present a structural setting resembling that of pneumoconiosis due to diatomaceous earth, namely massive accumulations of dust-laden macrophages with variable number of multinuclear forms and with variable increase in collagenous fibers. These cellular lesions occasionally coalesce to form larger nodular structures with central degeneration or hyalinization of collagen, but the typical discrete whorled hyalinized collagenous nodular structures of silicosis are not observed. Within the lymph nodes, the vast majority of the macrophages or histiocytes contain dark gray or black anthracotic-like dust pigment material, though a moderate number of the same cells also contain intracytoplasmic acicular birefringent particles. Occasional macrophages possess linear yellowish brown fiber-like particles measuring up to 10 or 15 microns in length and being extremely narrow, such particles not being birefringent upon examining the hematoxylin and



The Hospital of the Good Samaritan

SURGICAL PATHOLOGY REPORT

Surv. Path. No. B-3578-59

#5

Name of Patient RILEY, James

Adm. No. _____

Room No. _____

Date _____

Attending doctor _____

eosin-stained paraffin sections under polarized light. Occasional hemosiderin-laden macrophages are observed, but these are relatively uncommon as compared to the number of macrophages containing dark grayish brown or black granular material. In the pulmonary parenchyma, a part of the structural pattern also appears to be that of pneumoconiosis of a diatomaceous earth type, characterized by variable, often prominent thickening of perivascular sheaths and contiguous alveolar walls, such thickening being due primarily to increased histiocytic cellularity accompanied by increase in delicate collagenous fibers. Multinuclear cells, often dust-laden, occur in variable numbers. More commonly, there is variable, often conspicuous and dense pulmonary fibrosis about small bronchi and bronchioles, with variable degree of fibrous replacement of adjacent alveoli, such pulmonary fibrosis appearing to extend peripherally in a poorly defined fashion, to merge with the thickened fibrotic visceral pleura. Thus, the bulk of the pulmonary fibrosis appears to be peripheral in location, and deeper within the pulmonary parenchyma where fibrosis is more patchy and less conspicuous there are areas of obstructive, finely vesicular pulmonary emphysema. In the areas of peripheral pulmonary fibrosis, with conspicuous thickening of alveolar walls and with obliteration of alveoli adjacent to terminal bronchioles, the richly collagenous, moderately cellular fibrous connective tissue is associated with patchy, dense accumulations of dust-laden macrophages, usually in the form of finely granular dark grayish brown to black material but occasionally as linear yellowish brown fiber-like strands, similar to those occurring within the lymph nodes. Multinuclear forms are not uncommon, and occasionally hemosiderin-laden macrophages are found within the fibrotic zones. In the remaining alveoli and bronchioles there are scattered asbestos fibers with formation of typical asbestosis bodies, together with variable number of intracellular or extracellular acicular birefringent particles measuring less than 10 microns in length, together with rod-shaped yellowish can to yellowish brown nonbirefringent particles of similar length, and with barely visible crystalloid particles which are doubly refractile by use of polarized light. The crystalline particles which are not stained blue which are pale basophilic vary in size from 3 to 40 microns. They also vary in configuration. The smaller crystalline particles may be intracytoplasmic, but the larger ones usually are free within the alveoli or bronchioles. The alveolar lining septal cells not infrequently proliferate and slough, forming aggregates within the alveolar lumen.

The segmental slight bronchiectasis is seen in close proximity to the peripheral fibrotic zones, where there may be bronchiolitis as well.



The Hospital of the Good Samaritan

SURGICAL PATHOLOGY REPORT

Surg. Path. No. B-3578-59

#6

Name of Patient STLEY, James

Adm. No. _____

Room No. _____

Date _____

Attending doctor _____

These bronchioles not infrequently present atypical mucosal hyperplasia, with or without squamous metaplasia, and this process is seen to extend along alveolar ducts and occasionally into alveoli. These multiple foci of atypical bronchiolar mucosal hyperplasia and squamous metaplasia may well account for the derivation of the carcinoma described as existing in a localized region of the basal portion of the lower lobe of right lung.

Pulmonary arterial changes frequently are conspicuous, characterized by variable degree of medial hyperplasia and of intimal thickening by fibrous connective tissue, involving muscular pulmonary arteries and, in atheromatous involvement of the elastic pulmonary arteries. Pulmonary arterioles exhibit hyperplastic sclerosis. Thrombosis and vasculitis are not evident.

In the numerous tissue sections examined microscopically, an epithelioid granulomatous reaction, tuberculoid granulomas, caseation or caseo-calcific nodular structures are not observed.

FINAL MORPHOLOGIC DIAGNOSES PERTAINING TO LOWER LOBE OF RIGHT LUNG, TO BIOPSY OF UPPER LOBE OF RIGHT LUNG, AND TO PERIBRONCHIAL LYMPH NODES AND MORE DISTANT MEDIASTINAL LYMPH NODES:

1. Active pneumoconiosis, characterized morphologically by variable degree of dense, peribronchiolar fibrosis, with prominent fibrous thickening of alveolar walls, particularly in the peripheral portion of the pulmonary parenchyma, with occasional fibrous obliteration of alveoli, one principal etiologic component of this pulmonary pneumoconiosis being that of asbestosis with formation of typical asbestos bodies within bronchioles and alveoli, with or without associated intra-alveolar pale basophilic birefringent crystalline material of variable size and configuration (varying from 5 to 50 microns in maximal dimension), with or without an unidentified linear yellowish tan or yellowish brown fiber-like material within alveoli or within macrophages in the alveolar wall, such material measuring 3 to 10 microns in length), ~~characterized~~ ~~with morphologic features resembling pneumoconiosis due to dust~~ ~~earth, characterized by thickening of perivascular sheaths and contiguous~~ ~~alveolar walls by dust-laden macrophages with variable number of multi-~~ ~~nuclear cells, together with increase in collagenous fibers, and with~~ ~~involvement of peribronchial and other mediastinal lymph nodes by similar~~ ~~dust-laden macrophages (containing dark grayish brown to black granular~~ ~~cytoplasmic material with lesser amount of siderosis and iron pigment~~



The Hospital of the Good Samaritan
SURGICAL PATHOLOGY REPORT

ure. Patn. No. 8.3578-59

#7

Name of Patient RILEY, James

Adm. No. _____

Room No. _____

Date _____

Attending doctor _____

number of intracytoplasmic acicular birefringent particles of unidentified type).

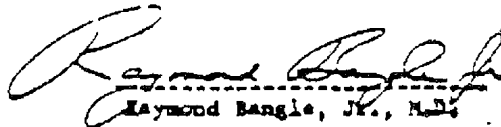
2. Associated segmental mild bronchiectasis and bronchioloectasis, with extensive atypical bronchiolar mucosal hyperplasia with foci of squamous metaplasia, with extension of such along alveolar ducts.

3. Associated, localized epidermoid carcinoma (squamous carcinoma), basal portion of lower lobe of right lung, peripheral in location and measuring about 3.5 cm. in maximal dimension, this carcinoma usually being well differentiated though, in areas, progresses into a spindle-cell variant or anaplastic type, the carcinoma being associated with abundant fibrosis and appearing to be limited in direct invasiveness by the abundant fibrosis and pneumoconiosis with fibrosis surrounding the involved area, the intra-arterial, intravenous and intralymphatic spread of the carcinoma also appearing to be limited to the area of the tumor proper by organization of the thrombi in which the cancer elements occur, this carcinoma appearing to be derived from preexisting foci of atypical bronchiolar mucosal squamous metaplasia associated with the pulmonary fibrosis (pneumoconiosis).

4. No recognizable direct involvement of the fibrotic, thickened visceral pleura by the underlying infiltrative carcinoma, no demonstrable lymphatic or other vascular spread by the carcinoma beyond the grossly visible tumor, and no demonstrable metastases to peribronchial or distant mediastinal lymph nodes (blocked serially, step-sectioned).

5. Pulmonary emphysema, of an obstructive, finely vesicular type, usually occurring deeper within the pulmonary parenchyma where pulmonary fibrosis is less conspicuous, associated with chronic active bronchitis and bronchiolitis, nongranulomatous.

6. Diffuse pulmonary arterial morphologic changes, characterized by increased atheromatous involvement of elastic pulmonary arteries, by variable increased collagenous thickening of the intima of muscular pulmonary arteries, and by hyperplastic sclerosis of pulmonary arterioles, but without recognizable thrombosis or vasculitis.


Raymond Bangle, Jr., M.D.

13; da



defendants but denied by Order of the Southern Panel of the Industrial Accident Commission on February 4, 1960.

That on or about March 3, 1960, applicant made an election against your Petitioner only, as among those held jointly and severally, liable to pay said Findings and Award which payments in fact have been made and continue to be made.

That your Petitioner has complied with and continues to comply with said Bindings and Award. Also that to date your Petitioner has paid \$7400.00 in temporary total disability and \$1376.17 for medical treatment.

FIRST, THAT APPORTIONMENT OF THE ABOVE MENTIONED LIABILITY AND RESPONSIBILITY BE ALLOWED AS BETWEEN THOSE PARTIES HELD JOINTLY AND SEVERALLY LIABLE UNDER THE ORIGINAL FINDINGS AND AWARD BUT AGAINST WHOM NO ELECTION FOR PAYMENT WAS MADE.

Briefly, your Petitioner respectfully requests that further proceedings be had to determine the extent of liability and responsibility under the Compensation Laws of the State of California of the various jointly and severally liable defendants who, as yet, have not been compelled to satisfy any part of said Findings and Award.

As said parties are already joined in this matter, and their employment-coverage relationship already adjudicated, your Petitioner asks that these parties be again joined only, if necessary and be given notice of said proceedings so as to determine their proportionate liability:

SECOND, THAT THE FOLLOWING PARTIES EMPLOYER AND COMPENSATION CARRIER BE JOINED AS PARTIES DEFENDANT SO THAT THEIR RESPECTIVE PROPORTIONATE LIABILITY AND RESPONSIBILITY CAN BE JUDICIALLY DETERMINED.

It is respectfully asserted that the applicant herein also sustained the industrial injury as alleged herein while in the employ of the following employers for the following periods and under the following compensation insurance coverage (see also attached letters of California Inspection Rating Bureau and Social Security Administration, ma. as Exhibits B & C).

parties among themselves. If adjustment is not possible, this Commission will determine the matter upon the filing and service of itemized bills. Among the items of reimbursement are the following: The defendants are directed to pay to Veterans Administration Hospital the sum of \$2,685.60; to Dr. C. Pierre De Lawter, the sum of \$105.00; for services rendered as anesthesiologist which was authorized by the defendants; and to Dr. John K. Shirey, the sum of \$331.00.

6. In view of Finding #5, the lien claims of Dr. C. Pierre De Lawter and Veterans Administration Hospital should be denied.

7. Pursuant to Labor Code Section 4600, applicant is entitled to the reasonable, actual and necessary medical expense incurred for x-rays, laboratory fees and medical reports required to successfully prove his claim herein, in the sum of \$150.00 payable directly to Dr. John K. Shirey.

8. Founders Insurance Company is entitled to a lien against unpaid compensation in the sum of \$1,040.00 for the period beginning May 27, 1957 for a period of 26 weeks, at the weekly rate of \$40.00 under the provisions of Labor Code Section 4903-F.

9. Founders Insurance Company is not entitled to a lien in the sum of \$120.00 for hospital benefits paid the Applicant under the provisions of the Labor Code.

10. Applicant is entitled to such further medical and/or surgical treatment as may reasonably be required to cure or relieve from the effects of said injury. This treatment is to be furnished by the defendants herein.

11. Said injury will result in permanent disability. Further hearing to establish the extent thereof will be held by the Commission upon the request of any party in interest upon proof that the disability has become permanent and stationary.

12. The claim herein is not barred by the Statute of Limitations.

13. Defendants have not been prejudiced by any alleged failure of the applicant to report said injury within the time required by the provisions of the Labor Code.

14. Applicant's attorneys are entitled to a lien against unpaid compensation for the reasonable value of their services in the sum of \$750.00.

15. Pursuant to stipulation of the parties, Phoenix Indemnity Company, a corporation, is entitled to be dismissed and discharged herefrom.

A W A R D

AWARD IS MADE in favor of James Whitcomb Riley against Johns-Manville, Incorporated, a corporation; Warren and Bailey; Southern Asbestos & Magnesia Corporation, a corporation; Plant Rubber and Asbestos Company; Los Angeles Rubber Company; Plant Insulation Company, a corporation; Marine Engineering Company, a corporation; Robert O. Lynch, an individual, doing business as Lynch Asbestos Company and Lynch Asbestos Company, a corporation; Plant Insulation and Thorpe Company; Armstrong Cork Company, a corporation; Coast Insulation Products, a corporation; Totman-Morgan Company; Pacific Employers Insurance Company, a corporation; Industrial Indemnity Company, a corporation; Guarantee Insurance Company, a corporation; American Motorists Insurance Company, a corporation; and Fireman's Fund Indemnity Company, a corporation, jointly and severally, of the sum of \$40.00 per week beginning May 20, 1957 through November 16, 1959 and thereafter during the continuance of disability or until the further Order of this Commission; together with interest as provided by law; less all sums heretofore paid; less the sum of \$1,040.00 payable to Founders Insurance Company, as outlined in Finding #8; and less the sum of \$750.00 payable to Hays and McLaughlin, as attorneys' fees; together with reimbursement for the reasonable value of his self-procured medical treatment; among the items of reimbursement, the defendants shall pay directly to

EMPLOYER	APPROXIMATE PERIOD OF EMPLOYMENT	COMPENSATION CARRIER
1. Warren & Bailey Co. 1521 So. Garfield Los Angeles, Calif.	1925-1927	Unknown
2. Plant Rubber & Asbestos Company 2711 So. Yates Ave. Los Angeles, Calif. <i>7/13</i> (believed merged w/ Thorpe Insulation Co. same address)	1929-1934 and 1938	Unknown
3. Weston Asbestos Co. 215 Townsend Street San Francisco, Calif.	Fourth quarter 1937, First quarter 1938	State Compensation Insurance Fund, Policy Nos. 9322-36, 9322-37, 9322-38
4. M. R. Carpenter 907 Front Street Sacramento, Calif.	May 1938	State Compensation Insurance Fund
5. Plant Rubber and Asbestos Works 1500 Mission Street San Francisco 7, Calif. via Fibre Board Paper Products Corp., and Paraffine Co., Inc. (same address)	1933-1946, irregular <i>7/13</i>	Permissibly self- insured; Pacific Indemnity Company
6. Earl C. Stice Company 352 West Doran Street Glendale, California	1943	<i>See 2-10</i> Unknown
7. C. R. Dutton, C.A. Burlington, Weston Fibre Glass Supply, Inc. 138 Bryant Street San Francisco 7, Calif.	1946	Industrial Indemnity Exchange Policy Nos. 449833, 4460724
8. Marine Engineering & Supply Company 124 S. Second Street Los Angeles 12, Calif. (believed merged with Quens-Fibre Glass Co., 3933 Telegraph Avenue Los Angeles, California)	Irregular 1946-1951	Pacific Employers Insurance Company
9. Rogerick Lynch, aka Lynch Asbestos Company 2152 Sacramento Street Los Angeles 21, California	1947-1948	Industrial Indemnity Company Policy Nos. 6473-01107, 6483-01115
10. Warren & Bailey Company 375 So. Anderson Street Los Angeles, California	1947	State Compensation Insurance Fund
11. United Cork Company Kearney, New Jersey	Second quarter 1948	Liberty Mutual Insurance Company

EMPLOYER	APPROXIMATE PERIOD OF EMPLOYMENT	COMPENSATION CARRIER
12. Plant Insulation Co. 2741 So. Yates Ave. Los Angeles 22, Calif. (now known as Thorpe Insulation Company, same address)	1943-1955 Intermittently	Pacific Employers Insurance Company Fireman's Fund Insurance Company
13. Cork Insulation Co., Inc. Fourth quarter 1948 155 East 14th Street New York 17, New York		Unknown
14. J. T. Thorpe, Inc. 9448 E. Second St. Los Angeles 12, Calif.	First quarter 1949; 1956-1957	Pacific Employers Insurance Company American Motorist Insurance Company
15. Weindt Cork Company 7101 Tonelle Ave. North Bergen, N. J.	First and second quarters 1950; Fourth quarter 1952	Unknown <i>(Extra Lab.)</i>
16. Metal Glad Insulation Company 1759 Western Ave. Terrence, Calif.	Second & third quarter 1950	The Aetna Casualty & Surety Company <i>6 1/2 1/2 1/2 1/2</i>
17. J. T. Thorpe & Sons, Inc. Fourth quarter 1950 1551 Ocean Avenue Emeryville, Calif.		Unknown
18. Oil Field Construction Co. of Bakersfield 2550 Cherry Ave. Long Beach 6, Calif.	Second & third quarter 1951	The United Pacific Insurance Company Policy No. TOW 13353
19. E. J. Bartells Company 12 - 20th Avenue S. Seattle 4, Washington	Third quarter 1951	Associated Indemnity Company Policy Nos. C-47-3752 & 47-6597
20. Armstrong Cork Company Liberty & Charlotta Sts. Lancaster, Penna.	Fourth quarter 1951 " " 1953, 1954	Standard Accident Insurance Company The Travels Insur- ance Company
21. Isotherm Company 2100 Union Avenue Bakersfield, Calif.	First & Second quarter, 1952	Industrial Indemnity Company Policy Nos. 6515-01104 and 6525-01112
22. Jamar & Olneh Co. 320 North Handling Chicago 24, Illinois	Second, third & fourth quarter 1952	The Employers Mutual Liability Insurance Company
23. Asbestos Products Co. P. O. Box 988 San Diego 4, California	Fourth quarter 1952	State Compensation Insurance Fund
24. United Refractory Construction Co. 1201 Bankville Road Pittsburgh, Penna.	First quarter 1953	Liberty Mutual Insurance Company
25. Philip Carey Mfg. Co. Lockland Cincinnati, Ohio	Third quarter 1952 First quarter 1953	General Accident, Fire & Life Insurance Corp.

EMPLOYER	APPROXIMATE PERIOD OF EMPLOYMENT	COMPENSATION CARRIER
26. Reese Insulation Co. 5025 District Blvd. Los Angeles 22, Calif.	Fourth quarter 1952 First quarter 1953	Argonaut Insurance Policy No. 50638
27. Owens-Corning-Fibre Glass Corporation Toledo, Ohio	Fourth quarter 1954	The Aetna Casualty & Surety Company
28. Coast Insulation Products Corp. 2315 San Fernando Rd. Los Angeles, Calif.	Fourth quarter 1954, First, second and Fourth quarter 1955, First quarter 1956	Guarantee Insurance Company Policy UC-206829 & C-5114978; Argonaut Insurance Exchange Policy Nos. 86736 and 95792
29. Los Angeles Cork Co. 4130 E. Washington Blvd. Los Angeles, Calif.	Second quarter 1955, Third quarter 1955	National Automobile & Casualty Co. Policy Nos. C547121 and C572253
30. Johns-Manville Sales Corporation 22 East 40th Street New York 16, N. Y.	Third quarter 1955	The Travelers Insur- ance Company Policy Nos. 3955647 & 4979320
31. Totman, Morgan Company 122 So. Michigan Ave. Chicago 3, Illinois	First, second and Third quarters 1956	The Employers Liabi- lity Assurance Corp. Ltd. Policy Nos. WC 3119719 & WC3118253
32. Mountain State Construction Co. P. O. Box 7586 Denver, Colorado	Second quarter 1957	Unknown State Comp Fund - State of Colorado

It is therefore respectfully requested that all of the
above named employers and carriers be joined, if not already joined
in this action, as parties to said action.

Further, the requested joinder is listed below:

1. Warren & Bailey Company, 3528 So. Garfield, Los Angeles, Calif.
2. Plant Rubber and Asbestos Company, 2741 So. Yates Ave., Los Angeles
3. Thorpe Insulation Co., 2741 So. Yates Ave., Los Angeles, Calif.
4. Weston Asbestos Co., 675 Townsend St., San Francisco, California
5. M. R. Carpenter, 907 Front Street, Sacramento, California
6. State Compensation Insurance Fund, 600 So. Lafayette Park Pl., L.A.
7. Plant Rubber and Asbestos Works, 937 Blinnon St., San Francisco 7
8. Fibre Board Paper Products Corp., 937 Blinnon St., San Francisco 7
9. Parrifine Co., Inc., 937 Blinnon St., San Francisco 7, California
10. Earl O. Stice Co., 852 West Doran Street, Glendale, California
11. C. R. Dutton, C. A. Leighton, Weston Fibre Glass Supply, Ltd.,
739 Bryant Street, San Francisco 7, California

2. Industrial Indemnity Exchange, 350 Sansome St., San Francisco
3. Marine Engineering Supply Co., 914 E. Second St., Los Angeles 12
4. Owens-Fibre Glass Co., 5933 Telegraph Ave., Los Angeles, Calif.
5. Pacific Employers Insurance Company, 1033 So. Hope St., Los Angeles 15
6. Roderick Lynch, dba Lynch Asbestos Co., 2152 Sacramento St., L.A.
7. Warren & Bailey Co., 350 So. Anderson St., Los Angeles, California
8. United Cork Company, Kearney, New Jersey
9. Plant Insulation Co., 2741 So. Yates Ave., Los Angeles 22, Calif.
10. Thorpe Insulation Co., 2741 So. Yates Ave., Los Angeles 22, Calif.
11. Fireman's Fund Insurance Company, 3440 Wilshire Blvd., Los Angeles
12. Cork Insulation Co., Inc., 155 East 44th Street, New York 17, N.Y.
13. J. T. Thorpe, Inc., 943 E. Second St., Los Angeles 12, Calif.
14. American Motorist Insurance Co., 3545 Wilshire Blvd., Los Angeles 5
15. Weindt Cork Co., 7101 Tonnelle Ave., North Bergen, New Jersey
16. Metal Glad Insulation Co., 1759 Western Ave., Torrance, Calif.
17. The Aetna Casualty & Surety Co., 810 So. Spring St., Los Angeles 14
18. J. T. Thorpe & Sons, Inc., 1351 Ocean Ave., Emeryville, California
19. Oil Field Construction Co. of Bakersfield, 2650 Cherry Ave., Long Beach 6, California
20. The United Pacific Insurance Company, 616 S. Shatto Pl., L. A.
21. E. J. Bartells Co., 12 - 26th Ave., S., Seattle 4, Washington
22. Associated Indemnity Company, P.O. Box 2133, Los Angeles 54, Calif.
23. Armstrong Cork Company, Liberty & Charlotte Sts., Lancaster, Penn.
24. Standard Accident Insurance Company, 548 So. Kingsley, L.A.
25. The Travelers Insurance Company, 510 West Sixth St., Los Angeles
26. Isothelm Company, 2100 Union Avenue, Bakersfield, California
27. Jamar & Olmch Company, 320 North Harding, Chicago 24, Illinois
28. The Employers Mutual Liability Insurance Co., Ltd., 639 S. New Hampshire Los Angeles, California
29. Asbestos Products Co., P.O. Box 988, San Diego, California
30. United Refractory Const. Co., 1201 Bankville Road, Pittsburgh, Pa.
31. Philip Carey Mfg. Co., Lockland, Cincinnati, Ohio
32. General Accident, Fire & Life Insurance Corp., 3535 W. 6th St., L.A.
33. Reese Insulation Co., 6025 District Blvd., Los Angeles 22, Calif.
34. Argonaut Insurance Company, 1001 Wilshire Blvd., Los Angeles 17
35. Owens-Corning-Fibre Glass Corp., Toledo, Ohio

46. Coast Insulation Products Corp., 2316 San Fernando Rd., L. A. 65
47. Guarantee Insurance Company, 1671 Wilshire Blvd., L. A., Calif.
48. Los Angeles Cork Company, 4180 E. Washington Blvd., Los Angeles
49. National Automobile & Casualty Company, 639 So. Spring St., L.A.
50. Johns-Manville Sales Corp., 22 East 40th St., New York 16, N.Y.
51. Liberty Mutual Insurance Co., 714 So. Hill St., Los Angeles
52. Totman, Morgan Company, 122 So. Michigan Ave., Chicago 3, Illinois
53. Industrial Indemnity Co., P. O. Box 2252, Los Angeles
54. Mountain State Construction Co., P. O. Box 7596, Denver, Colorado

It is therefore respectfully requested that the above mentioned parties be joined as parties defendant and the matter set for further hearing at the first date available to the Industrial Accident Commission.

Please be advised that copies of this Petition and the attached documents thereto have concurrently been served upon all parties already joined or requested to be joined concurrent with the filing of this Petition.

Dated this 18th day of November, 1960.

Respectfully submitted,

BERLIN & BERLIN

By

George D. Thompson

I, the undersigned, say: I am the attorney for Petitioner in the above entitled action; I have read the foregoing Application for Hearing and Petition and know the contents thereof; and that the same is true of my own knowledge, except as to matters which are stated upon my information and belief, as as to those matters that I believe it to be true.

I certify and declare under penalty of perjury that the foregoing is true and correct.

Executed on November 18, 1960 at Los Angeles, California.

George D. Thompson

1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
2 CASE NO. 57 LA 182-835
3

4 JAMES WHITCOMB RILEY,

5 Applicant

6 -vs-

7 INDUSTRIAL INDEMNITY COMPANY,
8 a corporation, et al,

9 Defendants

ANSWER TO PETITION FOR
PENALTY

RECEIVED
JUN 18 AM 8 54
JUN 18 1960
CLERK OF COURT
ALBANY

10
11 COMES NOW, the defendant, Industrial Indemnity Company,
12 a corporation, and by way of Answer to Petition for Penalty herein,
13 specifically denies that they have unreasonably delayed and/or re-
14 fused to make payment of compensation pursuant to Findings and
15 Award.

16 GENERAL STATEMENT

17 The defendant herein submits that they have made payment
18 to the applicant pursuant to Findings and Award, that said payment
19 has been made with due diligence, there has been no unreasonable
20 delay or refusal on the part of the defendant herein.

21 STATEMENT OF FACTS

22 Findings and Award issued on this matter on November 27,
23 1959 holding the defendant, Industrial Indemnity Company, along with
24 numerous other co-defendants jointly and severally liable on the
25 Findings and Award.

26 Thereafter, the defendant, Industrial Indemnity Company,
27 along with numerous other co-defendants filed Petitions for Recon-
28 sideration. These Petitions were all denied on February 4, 1960.

29 Thereafter, the defendant, Industrial Indemnity Company,
30 by and through their attorneys along with other defendants attempted
31 to reach agreement to make joint payments on the Award.

32 Disagreement arose among the defendants as to a basis for

1 joint contribution in compliance with the Award.

2 On or about March 1, 1960, applicant's attorneys contacted
3 Industrial Indemnity Company's attorneys. Inquiry was made and it
4 was learned that difficulty was being had in reaching an agreement,
5 but they were given an indication that an agreement would be reached
6 in the near future, and payments commenced.

7 Thereafter, by letter dated March 3, 1960, applicant's
8 attorneys wrote to the defendants' counsel indicating that they
9 were electing against the Industrial Indemnity Company for total
10 amount of the Award and making demand for payment.

11 This letter was received by defense counsel on the after-
12 noon of March 4, 1960, which was a Friday.

13 Defense counsel wrote to the Industrial Indemnity Company
14 advising them of the foregoing facts by letter dated March 8, 1960.

15 Within approximately two weeks after this payments were
16 commenced. The first check was issued on March 17, 1960.

17 It is only to be noted that the Findings and Award was a
18 lengthy one, that payments were complicated and considering the
19 amount of the Award, the various phases of it, and the size of
20 Industrial Indemnity Company, it necessarily took time to process
21 the payments.

22 ARGUMENT

23 I.

24 THE DEFENDANT, INDUSTRIAL INDEMNITY COMPANY, SUBMITS THAT
25 THERE WAS NO SPECIFIC DUTY UPON THEM TO MAKE PAYMENT TO THE APPLI-
26 CANT BEFORE THE ELECTION AGAINST THEM BY LETTER DATED MARCH 3, 1960.

27 The Findings and Award issued on November 27, 1959 and
28 affirmed on February 4, 1960 was a joint and several award. Numer-
29 ous defendants besides Industrial Indemnity Company were included
30 in this joint and several award.

31 Defendants submit that there was no duty upon them to pay
32 unless and until such time as they were elected against by the

1 applicant herein.

2 A joint and several award gives the right to the applicant
3 to elect against one or more of the defendants held in on a joint
4 and several finding. Until such election is made, there is no duty
5 upon any of the defendants to volunteer payment. Therefore, defen-
6 dants submit that there is no entitlement to a penalty against this
7 one defendant preceding an election made by the applicant.

8 Applicant apparently is of the same opinion and impliedly
9 concedes this point by the fact that the Petition for Penalty is
10 directed only against the Industrial Indemnity Company, the one
11 eventually elected against.

12 II.

13 THE DEFENDANT SUBMITS THAT THEY WERE ATTEMPTING TO REACH
14 AGREEMENT FOR JOINT COMPLIANCE WITH THE AWARD AND WERE USING DUE
15 DILIGENCE AND EVERY EFFORT TO DO SO PRIOR TO THE ELECTION.

16 Before the election was made against Industrial Indemnity
17 Company by the applicant herein, the Industrial Indemnity Company,
18 along with five other defendant insurance companies, held in on
19 the joint and several award, were making diligent efforts to reach
20 an agreement for joint payment of the Findings and Award. Numerous
21 letters, telephone conversations and conferences were held and
22 directed toward this point. This, defendant, Industrial Indemnity
23 Company, submits can be verified by the various attorneys acting
24 on behalf of the co-defendant insurance companies involved in this
25 matter.

26 Therefore, there was no delay or overt refusal on the
27 part of the Industrial Indemnity Company to pay compensation and
28 indeed they were attempting along with the other co-defendants to
29 reach agreement to make payment.

30 III.

31 DEFENDANTS SUBMIT THAT AFTER AN ELECTION WAS MADE AGAINST
32 THEM THAT PAYMENT OF COMPENSATION AS AWARDED WAS MADE AND THERE WAS

1 DEFINITELY NO REFUSAL TO MAKE PAYMENT.

2 As indicated in applicant's own Petition for Penalty, pay-
3 ments were commenced on or about March 24, 1960 by Industrial
4 Indemnity Company. At no time was there a refusal to make payment
5 either directly or impliedly by Industrial Indemnity Company. In-
6 deed, as indicated, they did make payment and are continuing to do
7 so.

8
9 IV.

10 DEFENDANT, INDUSTRIAL INDEMNITY COMPANY, SUBMITS THAT
11 THERE HAS BEEN NO UNREASONABLE DELAY IN THE PAYMENT OF COMPENSATION.

12 As indicated, the defendants did commence payment of com-
13 pensation benefits and are continuing to make payments of them.

14 Applicant's attorneys, by letter of March 3, made their
15 election. This letter was not received by defense counsel until
16 the afternoon of March 4, 1960, which was a Friday. The following
17 week, the Industrial Indemnity Company was notified by letter from
18 their attorneys.

19 Payments commenced approximately within two weeks there-
20 after, or March 17, 1960. Defendants submit that this is not an
21 unreasonable delay.

22 It may well be legitimately contended that the defendants
23 should be allowed a period corresponding with the time allowed for
24 a payment of a Findings and Award after they have been elected
25 against. This would be twenty days period of time. The defendants
26 refer to this and contend that a period of time running approxi-
27 mately twenty days is not unreasonable within which to pay a
28 Findings and Award and it would not be unreasonable within which
29 to make payment after election against them. The point being that
30 Industrial Indemnity Company had no specific and individual duty
31 to pay the Findings and Award until they were elected against,
32 therefore, the duty did not arise until after the election.

After a Findings and Award specifically against an in-

1 insurance company is issued, they have within twenty days in which
2 to make the payment. Defendant submits that this corresponds to
3 the time allowed to file a Petition for Reconsideration, but it
4 must, by inference, be deemed a reasonable period of time within
5 which to act and make payment also. Therefore, defendants submit
6 that any time within twenty days after the election would be
7 reasonable.

8 Defendants further submit that the payment within approxi-
9 mately two weeks after the receipt of the Notice of the Election is
10 reasonable and with due diligence in this case.

11 As previously indicated, the Findings and Award on this
12 matter was quite complicated, the payments awarded were made under
13 various headings such as for temporary disability, reimbursement
14 for medical treatment, etc. Defendants submit that the size of the
15 Award and the complication of the Award should certainly allow
16 leeway for the period of time in which to check this matter out,
17 prepare and make payments.

18 Secondly, considering the volume of business handled by
19 Industrial Indemnity Company, and therefore, the numerous people
20 that the payment has to go through, defendants submit that payment
21 was made with due diligence and within a reasonable period of time.

22 WHEREFORE, defendants submit that there has been no re-
23 fusal and no undue or unreasonable delay in the payment of the com-
24 pensation by the defendant, Industrial Indemnity Company. Therefore,
25 the defendant prays that the applicant's Petition for Penalty be
26 summarily denied at this time.

27 Dated this 15th day of April, 1960.

28 Respectfully submitted,

29 HERLEY & HERLEY

30 By
31 Attorneys for Defendants

32 XMJ/gac

cc: Hays & McLaughlin, Attys for Applicant, 6331 Hollywood Blvd.,
Los Angeles 28, California
cc: Spray, Gould & Bowers, 1671 Wilshire Blvd., L. A. 17, Calif.
cc: Clopton & Penny, 639 South Spring Street, Los Angeles 14, Calif.

STATE OF CALIFORNIA }
County of Los Angeles }

(VERIFICATION - 448 and 20133 C.C.P.)

I, the undersigned, say I am one of the attorneys

for defendant INDUSTRIAL INDEMNITY COMPANY, a corporation

In the above entitled action, I have read the foregoing ANSWER TO PETITION FOR PENALTY

and know the contents thereof; and that the same is true of my own knowledge, except as to the matters which are therein stated upon my information or belief, and as to those matters that I believe to be true, and makes this verification for and on behalf of the defendant for the reason that the facts set forth in said Petition being taken from the record of this case, are within affiant's knowledge.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Executed on April 15, 1960 at Los Angeles California
(date) (place)

Served copy of the within this day of 19

Attorney for

Served copy of the within this day of 19

Attorney for

(PROOF OF SERVICE BY MAIL - 1013a and 20133 C.C.P.)

STATE OF CALIFORNIA }
County of Los Angeles }

I, the undersigned, say I am and was at all times herein mentioned, a citizen of the United States and a resident of the County of Los Angeles, over the age of eighteen years and not a party to the within action or proceeding; that

My business address is 412 West 5th Street, Los Angeles, California

that on April 15, 1960 I served the within Answer to Petition for Penalty

on the Applicant in said action or proceeding by depositing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, in a mail-box, sub-post office, poststation, or mail chaise (or other like facility), regularly maintained by the Government of the United States at 412 West 5th Street

in the City of Los Angeles, California addressed to the attorney of record for said Applicant

as the office address of said attorney, as follows:

Spray, Gould & Bowers
Attorneys at Law
1671 Wilshire Blvd
Clermont & Penny

A. 17
Spring St. L.A. 14

Hays and McLaughlin
6331 Hollywood Blvd.,
Los Angeles 28, California

1 SPRAY, GOULD & BOWERS
2 ATTORNEYS AT LAW
3 1071 WILLIAMS BUILDING
4 LOS ANGELES 17, CALIFORNIA
5 HUSBAND 2-4266

6 ATTORNEY FOR Defendant Guarantee
7 Insurance Co., a corporation

8 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE
9 STATE OF CALIFORNIA

10 JAMES WHITCOMBS RILEY,

11 Applicant,

12 vs.

13 COAST INSULATION PRODUCTS,
14 a corporation; GUARANTEE
15 INSURANCE COMPANY, a
16 corporation, ET AL,
17 Defendants.

No. 57 LA 182-835

PETITION FOR RECONSIDERATION

17 COMES NOW the Guarantee Insurance Company, a
18 corporation, a defendant herein and petitions for reconsideration
19 in the above entitled matter upon the following grounds:

20 (1) That the evidence does not justify the findings
21 of fact.

22 (2) That the Commission has acted without and in
23 excess of its powers.

24 (3) That the findings of fact do not support the
25 order, decision or award.

26 ARGUMENT

27 The facts are as set forth in the various reports of
28 hearing and the medical record and your attention is respectfully
29 directed thereto.

30 Your petitioner specifically objects and is aggrieved
31 by the issuance of a joint and several Award in this matter. At
32 no time did the applicant make an election to proceed against

1 either the Guarantee Insurance Company or the Coast Insulation
2 Products Corporation, nor for that matter did the applicant make
3 an election to proceed against any particular defendant in this
4 matter. Under such circumstances it is improper for the Referee
5 to issue a joint and several Award against your Petitioner.

6 It is to be noted that your Petitioner supplied
7 both employment information by the Coast Insulation Products
8 Corporation and the periods of insurance coverage of the Guarantee
9 Insurance Company and offered stipulations in both regards. It
10 now appears that by reason of the voluntary furnishing of such
11 information and the making of such admissions, that your
12 Petitioner is to be penalized by being subjected to a joint and
13 several Award.

14 If such is to be the result in cases of this nature
15 where the applicant fails or neglects to prove his case against
16 defendants unwilling to furnish such information, it will have
17 the effect of making each defendant reluctant to make any
18 admissions even as to insurance coverage in all such cases.

19 Not only is such an Award improper under Labor Code
20 Section 5500.5, but unfair and inequitable in the absence of a
21 proper election which would have placed your Petitioner on notice
22 that it should carry the burden in proving the issues of employment
23 and coverage.

24 Your Petitioner joins in the arguments made by the
25 co-defendants in their Petitions for Reconsiderations.

26 Applicant's total period of employment was from the
27 year 1920 through 1957. That is a period of 37 years. Your
28 Petitioner has no objection to an Award against it on an
29 apportioned basis for the period covered by Stipulation Number 10
30 in the Referee's report of hearing of January 2, 1958. The period
31 of employment is approximately three and one-half months and in
32 view of the total overall exposure would be a very small percentage.

OFFICES
and 2 lower
JAMES G. BROWN
RECEIVED 11
NOV 1958

1 WHEREFORE, your Petitioner prays that reconsideration
2 be granted and that a decision after reconsideration issue holding
3 your Petitioner for that portion of the disability which its
4 exposure bears to the entire exposure.

5 DATED: This 16th day of December, 1959.

6 Respectfully submitted,

7 SPRAY, GOULD & BOWERS

8
9 BY Thurman W. Bowers
10 Attorneys for Defendant
11 Guarantee Insurance Company,
12 a corporation
13
14
15
16
17
18
19
20
21
22

23 cc: Served 12/18/59 on

24 Hays and McLaughlin, 6331 Hollywood Blvd., Los Angeles 28, Calif.

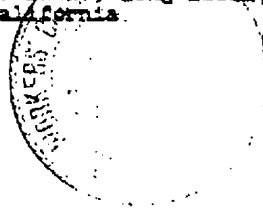
25 Herlihy and Herlihy, 412 West Sixth Street, Los Angeles, Calif.

26 Clifton and Penny, 639 S. Spring St., Los Angeles 14, Calif.

27 Joseph Bilchak for Travelers Ins. Co., 510 W. 6th St., Los Angeles,
28 Calif.

29 American Motorists Ins. Co., Attn: F. E. Carignan, 3545 Wilshire
30 Blvd., Los Angeles, Calif.

31 Weingand & Tipton, 642 S. Broadway, Los Angeles, Calif.
32 Veterans Administration Hospital, 5701 Bellflower Blvd., Long Beach,
California.



(VERIFICATION — 448 and 2018 C.C.P.)

STATE OF CALIFORNIA

County of Los Angeles

I, the undersigned, say: I am XXX a member of the firm of SPRAY, GOULD & BOWERS, attorneys at law, attorneys for defendant GUARANTEE INSURANCE COMPANY, a corporation; and make this verification for and on behalf of defendant GUARANTEE INSURANCE CO., a corporation for the reason that I am more familiar with the facts of the matter

in the above entitled action; I have read the foregoing

PETITION FOR RECONSIDERATION

and know the contents thereof; and that the same is true of my own knowledge, except as to the matters which are therein stated upon my information or belief, and as to those matters that I believe to be true.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Executed on December 18, 1959
(date)

at Los Angeles,

California.

Maurice W. Shalley, Jr.
MAURICE W. SHALLEY, JR.

Received copy of the within _____ this _____ day of _____ 19 _____

Attorney for _____

Received copy of the within _____ this _____ day of _____ 19 _____

Attorney for _____

(PROOF OF SERVICE BY MAIL — 1013a, and 2018 C.C.P.)

STATE OF CALIFORNIA

County of Los Angeles

I, the undersigned, say: I am and was at all times herein mentioned, a citizen of the United States and a resident of the County of Los Angeles, over the age of eighteen years and not a party to the within action or proceedings; that

My business address is SEE LAST PAGE OF PETITION

that on _____ 19 _____ I served the within _____

on the _____ in said action or proceeding by depositing a true copy thereof, enclosed in an envelope with postage thereon duly prepaid, in a mail box, railroad office, postoffice, or mail chute, or other regularly maintained by the Government of the United States at _____

in the City of Los Angeles, California addressed to the attorney _____ of record for said _____

at the office address of said attorney _____ as follows: _____

I certify (or declare) under _____ that the foregoing is true.

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
CASE NO. 57 LA 182-835

JAMES WHITCOMB RILEY,

Applicant

vs.

JOHNS-MANVILLE, INCORPORATED,
a corporation; et al

Defendants

ORDER EXTENDING TIME ON
DEFENDANTS' PETITION
FOR RECONSIDERATION

FILED: *[Signature]*
SERVED: JAN 14 1960

EE EEA
ER ERA
INS INSA
LN. CL SUP
[Handwritten notes and signatures]

GOOD CAUSE APPEARING,

IT IS ORDERED that time for making decision on Petition for
Reconsideration of defendant Guarantee Insurance Company be and
it hereby is extended thirty days (30) from and after
January 17, 1960.

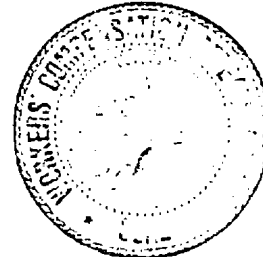
INDUSTRIAL ACCIDENT COMMISSION

[Signature]
Commissioners

[Signature]
Deputy Commissioner

DATED AT LOS ANGELES, CALIFORNIA

JAN 14 1960



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
CASE NO. 57 LA 182-835

JAMES WHITCOMB RILEY,

Applicant

vs.

JOHNS-MANVILLE, INCORPORATED,
a corporation, et al

Defendants

ORDER EXTENDING TIME ON
DEFENDANTS' PETITION
FOR RECONSIDERATION

FILED JAN 14 1960
SERVED SEA
EE SEA
ER ERA
INS INSA
LN. CL SLIP

GOOD CAUSE APPEARING,

IT IS ORDERED that time for making decision on Petitions for
Reconsideration of defendant's American Motorists Insurance Company,
Employers Liability Assurance Corporation, Ltd. and Fireman's Fund
Indemnity Company be and it hereby is extended thirty days (30)
from and after January 16, 1960.

INDUSTRIAL ACCIDENT COMMISSION

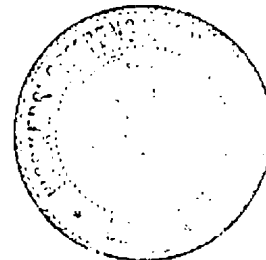
Julian Waddy

Commissioners

Deputy Commissioner

DATED AT LOS ANGELES, CALIFORNIA

JAN 14 1960



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
CASE NO. 57 LA 182-835

JAMES WHITCOMB RILEY,

Applicant

vs.

JOHNS-MANVILLE, INCORPORATED,
a corporation, et al

Defendants

ORDER EXTENDING TIME ON
DEFENDANTS' PETITION
FOR RECONSIDERATION

FILED ☒ JAN 14 1960
SERVED ☒
BY FEA
FR ERA
INS INS
LIT. CL SLIF

GOOD CAUSE APPEARING,

IT IS ORDERED that time for making decision on Petition for
Reconsideration of defendant Industrial Indemnity Company be and
it hereby is extended thirty days (30) from and after
January 15, 1960.

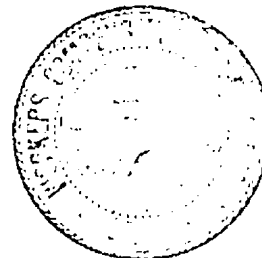
INDUSTRIAL ACCIDENT COMMISSION

John W. Miller
Commissioners

Deputy Commissioner

DATED AT LOS ANGELES, CALIFORNIA

JAN 14 1960



DEC 17 PM 2 28

1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
2
3 CASE NO. 57 LA 182 335

4 JAMES WHITCOMB RILEY,

5 Applicant

6 vs.

7 JONES-MANVILLE, INCORPORATED
8 a corporation; et al,
9

10 Defendants
11

PETITION FOR RECONSIDERATION

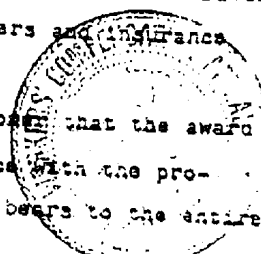
12 Now comes American Motorists Insurance Company, one of
13 the defendants herein, being aggrieved by decision filed in the
14 above entitled matter on November 27, 1959, Petitions for Recon-
15 sideration upon the following grounds:

- 16 1. By the order, decision, or award, the Commission
17 acted without or in excess of its powers.
- 18 2. The evidence does not justify the findings of fact.
- 19 3. The findings of fact do not support the order, de-
20 cision or award.

21 This petitioner contends that the decision holding it
22 liable in a joint and several award, is not justified upon the
23 facts of the case. Applicant filed his application herein naming
24 numerous employers as defendants, however, applicant did not, at
25 any time, make any effort to compel the appearance of defendants
26 named by him to appear and defend in this proceeding.

27 The award herein simply states that it is made in favor
28 of applicant against certain defendant employers and insurance
29 carriers jointly and severally, etc.

30 It is the contention of your petitioner that the award
31 herein should have been pro-rated in accordance with the pro-
32 portionate share of each defendants liability bears to the entire



1 employment of applicant that was a causative factor in the dis-
2 ability for which said award was issued.

3 WHEREFORE, your petitioner prays that the Petition for
4 Reconsideration be granted and that, as, and for, decision on
5 reconsideration apportionment be made, so that petitioner may be
6 appraised of its liability herein.

7 Respectfully submitted,

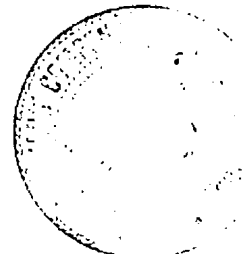
8 AMERICAN MOTORISTS INSURANCE COMPANY

9
10 BY *F. E. Carignan*
11 F. E. Carignan

12 Dated at Los Angeles, California

13 this 17th day of December, 1959

14
15 cc: Hays and McLaughlin, 6331 Hollywood Blvd., Los Angeles 28, Calif.
16 cc: Spray, Gould & Bowers, 1671 Wilshire Blvd., Los Angeles 17, Calif.
17 cc: Clapton & Penny, 634 So. Spring St., Los Angeles 14, Calif.
18 cc: Harlin & Harlin, 412 W. 6th St., Los Angeles 14, Calif.



1 STATE OF CALIFORNIA }
2 COUNTY OF LOS ANGELES } SS

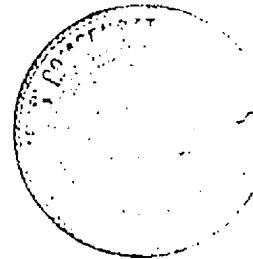
3 P. E. CARIGNAN, being first duly sworn, deposes
4 and says: That he is the Representative for the
5 defendant, AMERICAN MOTORISTS INSURANCE COMPANY, in
6 the foregoing Petition for Reconsideration; that he
7 has read the said document and that the same is true
8 of his own knowledge except as to such matters as are
9 therein stated upon his information and belief, and
10 as to such matters that he believes it to be true.

11
12 *P. E. Carignan*
13 P. E. CARIGNAN

14
15 Subscribed and sworn to before me
16 this 17th day of December, 1947.

17
18 *Charles C. McHenry*
19 Notary Public in and for the County
20 of Los Angeles, State of California

21 NOTARY PUBLIC
22 In and for the County of Los Angeles, State of California
23 My Commission Expires March 10, 1948



Before the Industrial Accident Commission
of the State of California

JAMES WHITCOMB RILEY,

Applicant

vs.

TOTMAN-MORGAN COMPANY, a
corporation; and THE
EMPLOYERS LIABILITY
ASSURANCE CORPORATION, LTD.
a corporation,

Defendants

Case No. 57 LA 188-835

Petition for Reconsideration

RECEIVED
INDUSTRIAL ACCIDENT COMMISSION
NOV 27 1959
NJC 17 AM 9 26
LAWYER
REFERENCE

A decision was filed in the above-entitled case on November 27, 1959

The Employers Liability Assurance Corporation, Ltd. is aggrieved by said decision and hereby petitions for reconsideration upon the following grounds: (strike out items not applicable)

1. By the order, decision, or award, the Commission acted without or in excess of its powers.

~~2. The evidence does not justify the findings of fact.~~

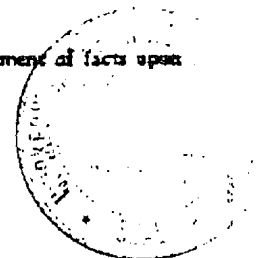
3. The evidence does not justify the findings of fact.

~~4. The findings of fact do not support the order, decision or award.~~

~~5. The findings of fact do not support the order, decision or award.~~

6. The findings of fact do not support the order, decision or award.

In support of the above, petitioner gives the following details, including a statement of facts upon which petitioner relies and a discussion of the law applicable thereto:



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
84

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

15
16
17
18
19

20
21
22
23
24
25
26
27
28
29
30
31
32

21
22
23
24
25
26
27
28
29
30
31
31

24
25
26
27
28
29
30
31
32

27
28
29
30
31
32

38

1 Department of Health, Education and Welfare, Social Security Ad-
2 ministration, setting forth employers on this applicant from the
3 year 1937 to his last employment. At no time was any attempt made
4 by the applicant for further joinder of these employers, nor were
5 the records even put into evidence; and this in spite of the fact
6 that the applicant's testimony was quite vague and uncertain, pro-
7 bably due to the time element involved and perhaps his physical
8 condition. It was quite obvious that the testimony did not concure
9 in a great many aspects with the Social Security Administration
10 records, nor with various other records in evidence as submitted
11 by the several defendants. In other words, the applicant's testi-
12 mony is not substantiated in many respects and indeed contraverted.
13 At no time was any attempt made to correlate the employers with
14 insurance carriers, either from the applicant's testimony, from
15 the Social Security records which had not been put into evidence,
16 nor from other evidence and records brought forth.

17 A R G U M E N T

18 I

19 AT NO TIME DID THE APPLICANT MAKE AN ELECTION AGAINST THE
20 DEFENDANTS NOW HELD ON A JOINT AND SEVERAL AWARD. THEREFORE, UNDER
21 SECTION 5500.5 A JOINT AND SEVERAL AWARD AGAINST THE DEFENDANT
22 HEREIN AND OTHER DEFENDANTS IS IMPROPER.

23 As noted in Section 5500.5, a joint and several award may be
24 issued against defendants where the applicant has made an election
25 against those defendants, employers and carriers and has proven
26 his case against them. In the case under consideration here, at
27 no time did applicant or applicant's counsel make election against
28 those that have now been held in under a joint and several award.
29 Therefore, under the legal rules propounded, as well as the justi-
30 fication and hardship involved, the joint and several award is
31 improper and should be rescinded.
32

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

II

CONSIDERING THE CIRCUMSTANCES OF THIS CASE, INCLUDING NO ELECTION, NO FURTHER JOINDER, FAILURE TO PLACE THE SOCIAL SECURITY RECORD INTO EVIDENCE, AND THE FAILURE TO CONTINUE FOR JOINTING CARRIERS AND EMPLOYERS, AN UNDUE HARDSHIP HAS BEEN PLACED ON THOSE DEFENDANTS HELD IN THIS MATTER.

To allow an applicant to proceed in this manner with vague allegations, vague testimony (due to time involved and perhaps physical health) which is contradicted by later records not put into evidence and other records supplied by defendants, and thereafter hold those carriers who do volunteer coverage and employment records where obtainable, in a joint and several award, letting out those who did not bring forth records and coverage nor even appear, is unwarranted and unjustified. It will lead to the withholding of records and information in the future to the detriment of all concerned appearing before the Industrial Accident Commission on cases such as this.

There were many opportunities for the applicant during the lengthy proceedings in this matter, and the Commission to request of the applicant, for further joinder and the obtaining of further information. This was not done and therefore to hold the defendant herein with others on a joint and several award presents a hardship to those who attempt to cooperate on cases such as this as opposed to others who do not. Therefore, to hold a joint and several award under these circumstances is improper and unwarranted.

III

THE CIRCUMSTANCES OF THIS CASE WITH NO ELECTION, NO REQUEST FOR ELECTION, VAGUENESS, IMPROPER JOINDER OF MAY PARTIES, FAILURE TO JOIN OTHERS, DOES NOT WARRANT A JOINT AND SEVERAL AWARD AGAINST THE DEFENDANTS HELD HEREIN, BUT AT MOST ONLY AN AWARD FOR A PROPORTIONATE SHARE ON A PERCENTAGE OR APPORTIONMENT BASIS FOR THE AMOUNT OF EMPLOYMENT AND COVERAGE INVOLVED WITH EACH INDIVIDUAL

1 DEFENDANT HELD AS COMPARED WITH THE OVERALL PERIOD OF EMPLOYMENT.

2 As previously indicated, to hold the defendant herein on a
3 joint and several award for the entire amount where they have a
4 comparatively minor percentage of the overall employment and/or
5 coverage under the foregoing circumstances is unwarranted, unjusti-
6 fied and puts an undue hardship upon them.

7 While the Labor Code allows such a Findings and Award under
8 certain circumstances, which the defendants contend have not been
9 complied with here, it is felt that it is not warranted in this
10 case. A considerable monetary amount is now presently involved,
11 a considerable time will elapse before reapportionment can be
12 secured, and to have the defendants herein carry the burden until
13 such time, considering the many gaps in employment, coverage, ad-
14 missions and evidence is unjustified.

15 If the Commission feels that the applicant is in need of and
16 entitled to immediate compensation and treatment, regardless of the
17 circumstances, it is felt that this could well be handled by an
18 award against the included defendants for a proportionate amount
19 considering their coverage and employment, as opposed to the over-
20 all history of employment and coverage, considering the great num-
21 ber of defendants that are not as yet brought in.

22 IV

23 TO HOLD THE EMPLOYERS LIABILITY ASSURANCE CORPORATION, LTD.
24 AND THEIR EMPLOYER-ASSURED, THE TOTMAN-MORGAN COMPANY LIABLE ON A
25 JOINT AND SEVERAL AWARD IS UNJUSTIFIED AND UNWARRANTED CONSIDERING
26 THE FACTS AND CIRCUMSTANCES OF THIS CASE WHEN TAKEN IN CONJUNCTION
27 WITH THE PERCENTAGE OF EMPLOYMENT AND COVERAGE ATTRIBUTED TO THIS
28 INSURANCE COMPANY AS OPPOSED TO THE OVERALL PERIOD OF EMPLOYMENT
29 AND EXPOSURE INCURRED BY THE APPLICANT HEREIN.

30 The Employers Liability Assurance Corporation, Ltd. and their
31 assured the Totman-Morgan Company, had employment and ostensibly
32 an exposure for a period of approximately seven and one-half (7-1/2)

1 months as opposed to an overall period of employment and exposure
2 of almost forty (40) years by this applicant. Therefore, con-
3 sidering the failure of the applicant to join, elect and/or take
4 other procedures open to him over the lengthy period of litigation
5 makes a Findings and Award holding the Totman-Morgan Company and
6 its insurance company liable on a joint and several award to be a
7 hardship, unjustified and unwarranted.

8 WHEREFORE, the defendant respectfully prays that this its
9 Petition for Reconsideration be granted and that the Industrial
10 Accident Commission reset this matter and make Decision After Recon-
11 sideration making a more equitable distribution as to Findings and
12 Award and only holding the defendant herein on a proportionate or
13 percentage basis.

14 Dated this 15th day of December, 1959.

15 Respectfully submitted,

16 HERLIHY & HERLIHY

17 BY *Kenneth T. Jones*
18 KENNIS T. JONES, Attorneys
19 for Defendants

20 KTJ:mjm

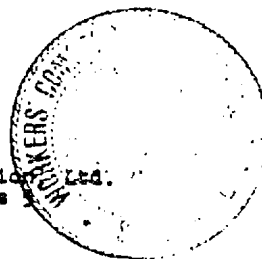
21 cc: Hays & McLaughlin, Attorneys at Law
22 6331 Hollywood Boulevard, Los Angeles 28

23 Spray, Gould & Bowers, Attorneys at Law
24 1671 Wilshire Boulevard, Los Angeles 17

25 Clopton & Penny, Attorneys at Law
26 639 South Spring Street, Los Angeles 14

27 American Motorists Insurance Company
28 3545 Wilshire Boulevard, Los Angeles 5

29 The Employers Liability Assurance Corporation Ltd.
30 639 South New Hampshire Avenue, Los Angeles 1



(VERIFICATION - 446 and 7013.5 C.C.P.)

STATE OF CALIFORNIA,
County of Los Angeles } ss. I, the undersigned, am: one of the Attorneys
for The Employers Liability Assurance Corporation, Ltd.

in the above entitled action; I have read the foregoing Petition for Reconsideration

and know the contents thereof; and that the same is true of my own knowledge, except as to the matters which are therein

stated upon my information or belief, and as to those matters that I believe it to be true, and that he makes this verification for and on behalf of said corporation for the reason that the facts set forth in said document being taken from the record of this case are within affiant's knowledge.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Executed on December 16, 1959 at Los Angeles California.
(date) (place)

KENNIS T. JONES (Signature)

Received copy of the within _____ this _____ day of _____, 19____

Attorney for _____

Received copy of the within _____ this _____ day of _____, 19____

Attorney for _____

(PROOF OF SERVICE BY MAIL - 1013a. and 7013.5 C.C.P.)

STATE OF CALIFORNIA,
County of Los Angeles } ss.

I, the undersigned, am: I am and was at all times herein mentioned a citizen of the United States and a resident of the County of Los Angeles, over the age of eighteen years and not a party to the within action or proceeding; thus

~~My business address is~~ 412 West Sixth Street, Los Angeles 14, California

that on December 16, 1959, I served the within Petition for Reconsideration

on the applicant in said action or proceeding by depositing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, in a mail-box, sub-post office, poststation or mail chute or other reliable facility regularly maintained by the Government of the United States at 412 West Sixth Street

in the City of Los Angeles, California addressed to the attorney of record for said applicant

~~My office~~ address of said attorney is as follows: HAYS & McLAUGHLIN, Attorneys at Law
6331 Hollywood Boulevard
Los Angeles 28, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed on December 16, 1959 at Los Angeles

Before the Industrial Accident Commission
of the State of California

JAMES WHITCOMB RILEY

Applicant

vs.

THORPE INSULATION CO.,
FIREMAN'S FUND INDEMNITY CO.

Defendants

Case No. 57 LA 182-835

Petition for Reconsideration

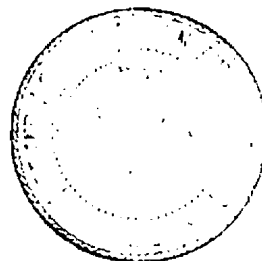
NOV 17 AM 9 22

A decision was filed in the above-entitled case on November 27, 1959

The Petitioner, Fireman's Fund Indemnity Co. is aggrieved by said decision and hereby petitions for reconsideration upon the following grounds: (strike out items not applicable)

1. By the order, decision, or award, the Commission acted without or in excess of its powers.
2. ~~The order, decision, or award is not supported by the evidence.~~
3. The evidence does not justify the findings of fact.
4. ~~There is a material and substantial error in the order, decision, or award.~~
5. The findings of fact do not support the order, decision or award.

In support of the above, petitioner gives the following details, including a statement of facts upon which petitioner relies and a discussion of the law applicable thereto:



CONTENTION OF THE DEFENDANT

The defendant herein contends that the decision holding it and other defendants liable in a joint and several award naming it and others is not justified upon the facts of this case; and that all of the facts, circumstances and evidence do not support such order or award as issued by the Commission on November 27, 1959. The defendants submit that the lack of election by the applicant or the complete joinder of defendants by the applicant, in conjunction with the vagueness of the allegations, testimony of the applicant, lack of correlation and other discrepancies, does not justify the joint and several award against those held. The defendant herein contends that the holding of the defendant among others is not justified considering the foregoing factors, and that therefore this matter should be reset for a more equitable finding.

In the alternative, if the Commission feels that the defendant and others now held are properly held, they should only be held for a proportionate share of the award on a percentage basis considering the amount of coverage and employment over the whole and the status of the evidence.

STATEMENT OF FACTS

The statement of facts are essentially as set forth by the Referee in his various Reports of Referee on Hearing. However, the defendant desires to emphasize certain facts.

First, and perhaps most important, the applicant at no time made an election against any one employer or carrier or group of employers or carriers.

Secondly, at no time was any attempt made by the applicant for further joinder of defendants or joinder of insurance carriers of various defendants even after coverage was denied by many carriers or various employers. No continuance at any time was ever requested for that purpose.

Thirdly, after several hearings a report was obtained from

1 the Department of Health, Education and Welfare, Social Security
2 Administration, setting forth employers on this applicant from the
3 year 1937 to his last employment. At no time was any attempt made
4 by the applicant for further joinder of these employers, nor were
5 the records even put into evidence; and this in spite of the fact
6 that the applicant's testimony was quite vague and uncertain
7 probably due to the time element involved and perhaps his physical
8 condition. It was quite obvious that the testimony did not concur
9 in a great many aspects with the Social Security Administration
10 records, nor with various other records in evidence submitted by
11 the several defendants. In other words, the applicant's testimony
12 is not substantiated in many respects and is indeed contraverted.
13 At no time was any attempt made to correlate the employers with
14 insurance carriers, neither from the applicant's testimony, from the
15 Social Security Records which had not been put into evidence, nor
16 from other evidence and records brought forth.

17 ARGUMENT

18 I

19 AT NO TIME DID THE APPLICANT MAKE AN ELECTION AGAINST THE
20 DEFENDANTS NOW HELD ON A JOINT AND SEVERAL AWARD. THEREFORE, UNDER
21 SECTION 5500.5 A JOINT AND SEVERAL AWARD AGAINST THE DEFENDANT HERE-
22 IN AND OTHER DEFENDANTS IS IMPROPER.

23 As noted in Section 5500.5, a joint and several award may
24 be issued against defendants where the applicant has made an
25 election against those defendant employers and carriers and has
26 proven his case against them. In the case under consideration here,
27 at no time did applicant or applicant's counsel make election against
28 those that have now been held in under a joint and several award.
29 Therefore, under the legal rules propounded, as well as the justifi-
30 cation and hardship involved, the joint and several award is
31 improper and should be rescinded.

II

1
2 CONSIDERING THE CIRCUMSTANCES OF THIS CASE, INCLUDING NO
3 ELECTION, NO FURTHER JOINDER, FAILURE TO PLACE THE SOCIAL SECURITY
4 RECORD INTO EVIDENCE, AND THE FAILURE TO CONTINUE FOR JOINING
5 CARRIERS AND EMPLOYERS, AN UNDUE HARDSHIP HAS BEEN PLACED ON THOSE
6 DEFENDANTS HELD IN THIS MATTER.

7 To allow an applicant to proceed in this manner with vague
8 allegations, vague testimony (due to time involved and perhaps
9 physical health) which is contradicted by later records not put into
10 evidence and other records supplied by defendants, and thereafter
11 hold those carriers who do volunteer coverage, and employment records
12 where obtainable, in a joint and several award, letting out those
13 who did not bring forth records and coverage nor even appear, is
14 unwarranted and unjustified. It will lead to the withholding of
15 records and information in the future to the detriment of all con-
16 cerned appearing before the Industrial Accident Commission on cases
17 such as this.

18 There were many opportunities for the applicant during the
19 lengthy proceedings in this matter, and the Commission to request
20 of the applicant, for further joinder and the obtaining of further
21 information. This was not done and therefore to hold the defendant
22 herein with others on a joint and several award presents a hardship
23 to those who attempt to cooperate on cases such as this as opposed
24 to others who do not. Therefore, to hold a joint and several award
25 under these circumstances is improper and unwarranted.

III

26 THE CIRCUMSTANCES OF THIS CASE WITH NO ELECTION, NO REQUEST
27 FOR ELECTION, VAGUENESS, IMPROPER JOINDER OF MANY PARTIES, FAILURE
28 TO JOIN OTHERS, DOES NOT WARRANT A JOINT AND SEVERAL AWARD AGAINST
29 THE DEFENDANTS HELD HEREIN, BUT AT MOST ONLY AN AWARD FOR A PROPOR-
30 TIONATE SHARE ON A PERCENTAGE OR APPORTIONMENT BASIS FOR THE AMOUNT
31 OF EMPLOYMENT AND COVERAGE INVOLVED WITH EACH INDIVIDUAL DEFENDANT
32

1 HELD AS COMPARED WITH THE OVERALL PERIOD OF EMPLOYMENT.

2 As previously indicated, to hold the defendant herein on a
3 joint and several award for the entire amount where they have a
4 comparatively minor percentage of the overall employment and/or
5 coverage under the foregoing circumstances is unwarranted, unjusti-
6 fied and puts an undue hardship upon them.

7 While the Labor Code allows such a Findings and Award
8 under certain circumstances, which the defendants contend have not
9 been complied with here, it is felt that it is not warranted in this
10 case. A considerable monetary amount is now presently involved, a
11 considerable time will elapse before reapportionment can be secured,
12 and to have the defendants herein carry the burden until such time,
13 considering the many gaps in employment coverage, admissions and
14 evidence, is unjustified.

15 If the Commission feels that the applicant is in need of
16 and entitled to immediate compensation and treatment, regardless of
17 the circumstances, it is felt that this could well be handled by an
18 award against the included defendants for a proportionate amount
19 considering their coverage and employment, as opposed to the overall
20 history of employment and coverage, considering the great number of
21 defendants that are not as yet brought in.

22 IV

23 THE FIREMAN'S FUND INDemnITY COMPANY CONTENDS THAT WHERE
24 THEY COOPERATE WITH THE COMMISSION BY ADMITTING COVERAGE, ARE ALSO
25 SHOWING EMPLOYMENT BY FILING AND SERVING A WAGE STATEMENT, AND TO
26 THEREAFTER HOLD THEM ON A JOINT AND SEVERAL AWARD, ALLOWING OTHERS,
27 WHO DO NOT SEE FIT TO COOPERATE, TO ESCAPE SAID HOLDING, AND TO NOT
28 IN THE ALTERNATIVE HOLD THEM ONLY ON PERCENTAGE BASIS, IS UNWARRANTED
29 AND UNJUSTIFIED CONSIDERING ALL OF THE FACTS AND CIRCUMSTANCES
30 SURROUNDING THIS CASE.

31 Where in a case such as this the applicant has failed and
32 refused to join other defendants and their carriers, or to even

1 investigate or check out the matter to so determine them, and for
2 the Commission to thereafter hold the defendant Fireman's Fund
3 Indemnity Company in a joint and several award, allowing others to
4 escape such a continuing award places an undue hardship and burden
5 upon the Fireman's Fund Indemnity Company and in effect penalizes
6 them for their cooperation and effort to resolve the matter
7 equitably. Such action indeed does not encourage cooperation in
8 future cases. As indicated, with all of the facts and circumstances
9 surrounding this case, Fireman's Fund Indemnity Company should only
10 be held on a percentage basis considering the long length of employ-
11 ment involved, the numerous employers and insurance carriers not
12 held in, and the comparatively minor percentage of employment under
13 Fireman's Fund Indemnity Company's coverage as compared to the whole.
14 Therefore, it is requested that the Findings and Award be rescinded
15 and that the matter be set for further hearing to more equitably
16 determine employment and coverage.

17 WHEREFORE, the defendant respectfully prays that this, its
18 Petition for Reconsideration be granted and that the Industrial
19 Accident Commission reset this matter and make Decision After Recon-
20 sideration making a more equitable distribution as to Findings and
21 Award and only holding the defendant herein on a proportionate or
22 percentage basis.

23 Dated this 11 day of December, 1955:

24 Respectfully submitted,

25 HERLIHY & HERLIHY

26 By [Signature]
27 Attorneys for Petitioner

28 KTS:js

29 cc: Hays and McLaughlin, 6331 Hollywood Blvd., Los Angeles 28, Calif.
30 cc: Spray, Gould & Dowers, 1671 Wilshire Blvd., Los Angeles 17, Calif.
31 cc: Clopton & Penny, 839 South Spring St., Los Angeles 14, Calif.
32 cc: American Motorists Ins. Co., Attn, F.E. Carignan, 3545 Wilshire
Blvd., Los Angeles, California

STATE OF CALIFORNIA,
County of Los Angeles } ss.

(VERIFICATION - 448 and 20115 C.C.P.)

I, the undersigned, say I am the One of the Attorneys

for Fireman's Fund Indemnity Company

to the above entitled action; I have read the foregoing _____

PETITION FOR RECONSIDERATION

and know the contents thereof; and that the same is true of my own knowledge, except as to the matters which are therein

stated upon my information or belief, and as to those matters that I believe to be true, and make this verification for and on behalf of the defendant for the reason that the facts set forth in said Petition for Reconsideration being taken from the record of this case are within said defendant's knowledge.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Executed on December 1959 at Los Angeles _____

Kenneth T. Jones
(Signature)
Kenneth T. Jones

Received copy of the within _____ this _____ day of _____ 19 _____

Attorney for _____

Received copy of the within _____ this _____ day of _____ 19 _____

Attorney for _____

(PROOF OF SERVICE BY MAIL - 1013a and 20115 C.C.P.)

STATE OF CALIFORNIA,
County of Los Angeles } ss.

I, the undersigned, say I am and was at all times herein mentioned, a citizen of the United States and a resident of the County of Los Angeles, over the age of eighteen years and not a party to the within action or proceeding; that

residence
My business address is _____

that on _____ 19 _____ I served the within _____

on the _____ in said action or proceeding by depositing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, in a mail box, sub-room office, postoffice, or mail chute (or other like facility), regularly maintained by the Government of the United States at _____

in the City of Los Angeles, California addressed to the attorney _____ of record for and _____

residence
at the office address of said attorney _____, as follows: "

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

CONTENTION OF THE DEFENDANT

The defendant herein contends that the decision holding it and other defendants liable in a joint and several award naming it and others is not justified upon the facts of this case; and that all of the facts, circumstances and evidence do not support such order or award as issued by the Commission on November 27, 1959. The defendants submit that the lack of election by the applicant or the complete joinder of defendants by the applicant, in conjunction with the vagueness of the allegations, testimony of the applicant, lack of correlation, and other discrepancies, does not justify the joint and several award against those held. The defendant herein contends that the holding of the defendant among others is not justified considering the foregoing factors, and that therefore this matter should be reset for a more equitable finding.

In the alternative, if the Commission feels that the defendant and others now held are properly held, they should only be held for a proportionate share of the award on a percentage basis considering the amount of coverage and employment over the whole and the status of the evidence.

STATEMENT OF FACTS

The statement of facts are essentially as set forth by the Referee in his various Reports of Referee on Hearing. However, the defendant desires to emphasize certain facts.

First, and perhaps most important, the applicant at no time made an election against any one employer or carrier or group of employers or carriers.

Secondly, at no time was any attempt made by the applicant for further joinder of defendants or joinder of insurance carriers of various defendants even after coverage was denied by many carriers of various employers. No continuance at any time was ever requested for that purpose.

Thirdly, after several hearings a report was obtained from

1 the Department of Health, Education and Welfare, Social Security
2 Administration, setting forth employers on this applicant from the
3 year 1937 to his last employment. At no time was any attempt made
4 by the applicant for further joinder of these employers, nor were
5 the records even put into evidence; and this in spite of the fact
6 that the applicant's testimony was quite vague and uncertain,
7 probably due to the time element involved and perhaps his physical
8 condition. It was quite obvious that the testimony did not concur
9 in a great many aspects with the Social Security Administration
10 records, nor with various other records in evidence submitted by the
11 several defendants. In other words, the applicant's testimony is
12 not substantiated in many respects and is indeed contraverted. At
13 no time was any attempt made to correlate the employers with insur-
14 ance carriers, either from the applicant's testimony, from the
15 Social Security records which had not been put into evidence, nor
16 from other evidence and records brought forth.

17 ARGUMENT

18 -

19 AT NO TIME DID THE APPLICANT MAKE AN ELECTION AGAINST THE
20 DEFENDANTS NOW HELD ON A JOINT AND SEVERAL AWARD. THEREFORE, UNDER
21 SECTION 5500.5 A JOINT AND SEVERAL AWARD AGAINST THE DEFENDANT
22 HEREIN AND OTHER DEFENDANTS IS IMPROPER.

23 As noted in Section 5500.5, a joint and several award may
24 be issued against defendants where the applicant has made an
25 election against those defendant employers and carriers and has
26 proven his case against them. In the case under consideration here,
27 at no time did applicant or applicant's counsel make election
28 against those that have now been held in under a joint and several
29 award. Therefore, under the legal rules propounded, as well as the
30 justification and hardship involved, the joint and several award is
31 improper and should be rescinded.

II

CONSIDERING THE CIRCUMSTANCES OF THIS CASE, INCLUDING NO ELECTION, NO FURTHER JOINDER, FAILURE TO PLACE THE SOCIAL SECURITY RECORD INTO EVIDENCE, AND THE FAILURE TO CONTINUE FOR JOINING CARRIERS AND EMPLOYERS, AN UNDUE HARDSHIP HAS BEEN PLACED ON THOSE DEFENDANTS HELD IN THIS MATTER.

To allow an applicant to proceed in this manner with vague allegations, vague testimony (due to time involved and perhaps physical health) which is contradicted by later records not put into evidence and other records supplied by defendants, and thereafter hold those carriers who do volunteer coverage, and employment records where obtainable, in a joint and several award, letting out those who did not bring forth records and coverage nor even appear, is unwarranted and unjustified. It will lead to the withholding of records and information in the future to the detriment of all concerned appearing before the Industrial Accident Commission on cases such as this.

There were many opportunities for the applicant during the lengthy proceedings in this matter, and the Commission to request of the applicant, for further joinder and the obtaining of further information. This was not done and therefore to hold the defendant herein with others on a joint and several award presents a hardship to those who attempt to cooperate in cases such as this as opposed to others who do not. Therefore, to hold a joint and several award under these circumstances is improper and unwarranted.

III

THE CIRCUMSTANCES OF THIS CASE WITH NO ELECTION, NO REQUEST FOR ELECTION, VAGUENESS, IMPROPER JOINDER OF MANY PARTIES, FAILURE TO JOIN OTHERS, DOES NOT WARRANT A JOINT AND SEVERAL AWARD AGAINST THE DEFENDANTS HELD HEREIN, BUT AT MOST ONLY AN AWARD FOR A PROPORTIONATE SHARE ON A PERCENTAGE OR APPORTIONMENT BASIS FOR THE AMOUNT OF EMPLOYMENT AND COVERAGE INVOLVED WITH EACH INDIVIDUAL

1 DEFENDANT HELD AS COMPARED WITH THE OVERALL PERIOD OF EMPLOYMENT.

2 As previously indicated, to hold the defendant herein on
3 a joint and several award for the entire amount where they have a
4 comparatively minor percentage of the overall employment and/or
5 coverage under the foregoing circumstances is unwarranted,
6 unjustified and puts an undue hardship upon them.

7 While the Labor Code allows such a Findings and Award
8 under certain circumstances, which the defendants contend have not
9 been complied with here, it is felt that it is not warranted in this
10 case. A considerable monetary amount is now presently involved, a
11 considerable time will elapse before reapportionment can be secured,
12 and to have the defendants herein carry the burden until such time,
13 considering the many gaps in employment coverage, admissions and
14 evidence, is unjustified.

15 If the Commission feels that the applicant is in need of
16 and entitled to immediate compensation and treatment, regardless of
17 the circumstances, it is felt that this could well be handled by an
18 award against the included defendants for a proportionate amount
19 considering their coverage and employment, as opposed to the over-
20 all history of employment and coverage, considering the great number
21 of defendants that are not as yet brought in.

22 IV

23 THE DEFENDANT, INDUSTRIAL INDEMNITY COMPANY, CONTENDS THAT
24 THE EVIDENCE UPON WHICH THEY HAVE BEEN HELD IN THE JOINT AND SEVERAL
25 AWARD IS INSUFFICIENT TO HOLD THEM UNDER SUCH AN AWARD AT THE
26 PRESENT TIME.

27 Apparently Industrial Indemnity Company has been held in
28 upon their admitting coverage for the year 1950. This has been
29 correlated by the applicant's vague testimony that he worked for
30 the assured, Lynch Asbestos Company, in the year 1950. However,
31 his testimony was vague and he admitted that it may have been 1949
32 or even some other period of time. The Social Security records not

1 admitted into evidence does not correlate the allegation of employ-
2 ment with the admitted coverage. The defendant Industrial Indemnity
3 Company contends that at this time the evidence is not strong
4 enough to substantiate their being held in on a joint and several
5 award.

6 WHEREFORE, the defendant respectfully prays that this its
7 Petition for Reconsideration be granted and that the Industrial
8 Accident Commission reset this matter and make Decision After
9 Reconsideration finding that the evidence does not substantiate
10 finding the defendant should be held in on a joint and several
11 award on the present record and evidence.

12 DATED this fifteenth day of December, 1959.

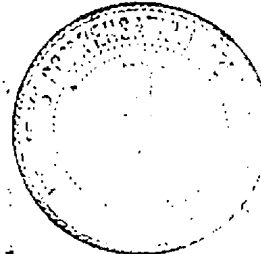
13 Respectfully submitted,

14 HERLIHY & HERLIHY

15 By *Kenneth T. Herlihy*
16 Attorneys for Petitioner

17 KTH:DCJ

18
19 cc: Hays and McLaughlin, 6331 Hollywood Blvd., Los Angeles 28, Calif..
20 cc: Spray, Gould & Bowers, 1571 Wilshire Blvd., Los Angeles 17, Calif..
21 cc: Ciopton & Penny, 639 South Spring St., Los Angeles 14, Calif..
22 cc: American Motorists Ins. Co., Attn. F.E. Carignan, 3545 Wilshire
23 Blvd., Los Angeles, Calif.



STATE OF CALIFORNIA,
County of Los Angeles } ss.

(VERIFICATION — 440 and 2015.5 C.C.P.)

I, the undersigned, say I ~~am~~ one of the

attorneys for: INDUSTRIAL INDEMNITY COMPANY, a Corporation,

in the above entitled action, I have read the foregoing PETITION FOR RECONSIDERATION

and know the contents thereof; and that the same is true of my own knowledge, except as to the matters which are charac-

terized upon my information or belief, and as to those matters that I believe to be true, and make this verifica-
tion for and on behalf of the defendant for the reason that the facts set
forth in said Petition for Reconsideration being taken from the record of
this case are within affiant's knowledge.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Executed on December 15, 1959
(date)

Los Angeles

(place)

California

Kenneth T. Jones
(Signature)
Kenneth T. Jones

Served copy of the within this _____ day of _____, 19____

Attorney for _____

Served copy of the within this _____ day of _____, 19____

Attorney for _____

(PROOF OF SERVICE BY MAIL — 1013a, and 2015.5 C.C.P.)

STATE OF CALIFORNIA,
County of Los Angeles } ss.

I, the undersigned, say: I am and was at all times herein mentioned, a citizen of the United States and a resident of the
County of Los Angeles, over the age of eighteen years and not a party to the within action or proceeding; that
my residence
my business address is _____

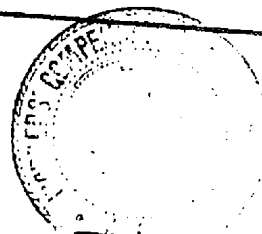
that on _____, 19____ I served the within _____

on the _____ in said action or proceeding by depositing a true copy thereof, inclosed in a sealed
envelope with postage thereon fully prepaid, in a mail-box, post-office, subscription, or mail carrier (or other like facility),
regularly maintained by the Government of the United States at _____

in the City of Los Angeles, California addressed to the attorney _____ of record for said _____

residence
at the office address of said attorney _____ as follows: "

I certify (or declare) under penalty of _____ that the foregoing is true and correct.
Executed on _____



2



12



12

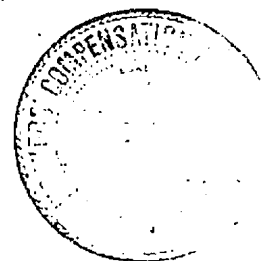


2



12

AMERICAN MOTOPISTOL INSTRUMENT CO., 3015 WILSON BLVD., LOS

[illegible]

TELEGRAMS

SAVE MONEY

BY NOT
WASTING WORDS

LB089 0A007 0 SFC149 HL PD

FAX SAN FRANCISCO CALIF 2

WILLIAM KAPLAN,

REFEREE INDUSTRIAL ACCIDENT COMMISSION, 501

STATE BLDG

217 WEST 1 ST LOSA

RE: RILEY VS. JOHNS MANVILLE, INC., ET AL. YOUR CASE

NO. 152-335

IN VIEW OF DEATH OF APPLICANT ON JANUARY 24 PLEASE
ADVISE BY COLLECT TELEGRAM WHETHER HEARING SCHEDULED
FOR FEBRUARY 7 AND 8 WILL PROCEED

BRODECK FOLEGER & HARRISON

ET AL 152-335 24 7 8.

314A PST FEB 3 61

WESTERN UNION
TELEGRAM

WESTERN UNION
TELEGRAM



2-7-8
9

RECEIVED
FEB 2 9 25

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

Case No. 57 LA 182-835

JAMES WHITCOMB RILEY,

Applicant,

vs.

JOHN-MANVILLE PRODUCTS CORP., a
corporation, et al,

Defendants

Notice of Cessation of Payments of
Compensation and Request for
Termination of Liability

NOTICE IS HEREBY GIVEN to the Industrial Accident Commission and to the employee that the undersigned has discontinued paying compensation under the last order of the Commission for the following reason: applicant died January 24, 1961. Wherefore, it is respectfully asserted and requested that liability for further medical treatment and temporary disability should cease.

Temporary Disability Ended On January 24, 1961 (last date of disability)

Compensation has been paid in the sum of \$ 40.00 per week, in the total sum of \$ 7,680.00, and to and including January 24, 1961 (date).

Number of medical reports attached herewith none

The undersigned requests that the Commission make an order terminating liability in the above case for temporary disability indemnity unless the employee objects, and if the employee does object, that the above entitled claim be set for hearing.

HERLIHY & HERLIHY

By [Signature]
Attorneys for [Applicant]

Copy mailed to applicant (attorney) and
to the Commission on the 28th day
of February, 19 61.

* See attached sheet for copies.

NOTE: If copies of payment and request for termination are based upon medical reports, the original reports must be attached and served.

PARTIES SERVED:

Industrial Indemnity Company, P. O. Box 2252, Los Angeles 54, California
Hays & McLaughlin, 6331 Hollywood Boulevard, Los Angeles 28, California
Founders Insurance Company, 727 West 7th Street, Los Angeles 17, California
American Motorists Insurance Company, 3545 Wilshire Blvd., Los Angeles 5
Employers Mutual Liability Ins. Co. of Wisconsin, 3540 Wilshire Blvd., L.A. 5
Travelers Insurance Company, 510 West 6th Street, Los Angeles 14, California
Associated Indemnity Company, Box 2133, Los Angeles 54, California
Liberty Mutual Insurance Company, 714 South Hill St., Los Angeles 14
State Compensation Insurance Fund, P. O. Box 2134, Los Angeles 54
McCartney, Hall & Ryan, 639 South Spring Street, Los Angeles 14
Weingand, Tipton, Kendig & Stockwell, 611 So. Catalina, Los Angeles
Spray, Gould & Sowers, 1571 Wilshire Boulevard, Los Angeles 17
Clifton & Penny, 639 South Spring Street, Los Angeles, California
Brobeck, Phelger & Harrison, 111 Sutter St., San Francisco, California

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

JAMES WHITCOMB RILEY

APPLICANT

VS

JOHNS-MANVILLE, INC., A CORPORATION,
ET AL

DEFENDANTS

CASE NO. 57 L.A. 182-835

NOTICE OF TIME

AND PLACE OF

FURTHER HEARING:

SUPPLEMENTAL

"ON THE ISSUE OF
APPORTIONMENT, ORIGINAL
LIABILITY OF NEWLY JOINED
PARTIES DEFENDANT AND
PENALTY FOR WILLFUL FAILURE
TO PAY COMPENSATION."

LOS ANGELES COUNTY
INDUSTRIAL ACCIDENT COMMISSION

FILED JAN 13 1961

WILLIAM J. LAM
ASST. SECRETARY

NOTICE TO ALL PARTIES

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

501 STATE BUILDING 217 WEST FIRST STREET

LOS ANGELES CALIFORNIA

FEBRUARY 7 & 8, 1961 9:00 A.M. TWO DAYS:

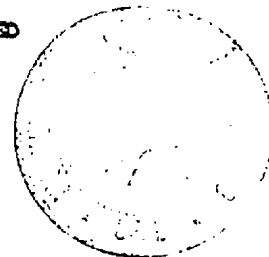
Dated at: Los Angeles-
1-18-61

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON:

SEE ATTACHED SHEET FOR PARTIES SERVED

bp



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

JAMES WHITCOMB RILEY

Applicant

VS

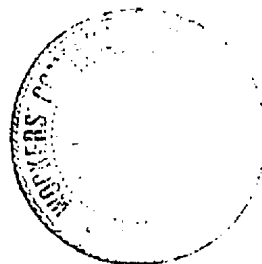
JOHNS-MANVILLE, INC., A CORPORATION, --
AND--: WESTON ASBESTOS COMPANY; H. R.
CARPENTER; PLANT RUBBER AND ASBESTOS
WORKS; EARL O. STICE COMPANY; UNITED
CORK COMPANY; CORK INSULATION COMPANY;
WEINERT CORK COMPANY; METAL CLAD
INSULATION COMPANY; OIL FIELD CONSTRUCTION;
E. J. BARTLELLS COMPANY; ISOTHERM
COMPANY; JAGAR & OLIVER COMPANY; ASBESTOS
PRODUCTS COMPANY; UNITED REFRACTORY CON-
STRUCTION COMPANY; PHILIP CAREY MANU-
FACTURING COMPANY; RETSE INSULATION
COMPANY; LOS ANGELES CORK COMPANY;
MOUNTAIN STATE CONSTRUCTION COMPANY;
FIBERBOARD PAPER PRODUCTS CORPORATION;
PARRIFINE COMPANY, INCORPORATED; C. R.
DUTTON, C. A. LEIGHTON, WESTON FIBRE GLASS
SUPPLY, LTD.; STATE COMPENSATION
INSURANCE FUND; LIBERTY MUTUAL INSURANCE
COMPANY, A CORPORATION; THE UNITED
PACIFIC INSURANCE COMPANY; STANDARD
ACCIDENT INSURANCE COMPANY, A CORPORATION;
GENERAL ACCIDENT, FIRE & LIFE INSURANCE
CORPORATION, A CORPORATION; NATIONAL
AUTOMOBILE AND CASUALTY COMPANY, A
CORPORATION;

Defendants

CASE NO. 57 L.A. 187-535

ORDER JOINING PARTY
DEFENDANTS

LOS ANGELES OFFICE
INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA
FILED JAN 18 1961
WILLIAM KAPLAN
CLERK, COMMISSION



GOOD CAUSE APPEARING THEREFOR:

IT IS HEREBY ORDERED THAT: WESTON ASBESTOS COMPANY; H. R.
CARPENTER; PLANT RUBBER AND ASBESTOS WORKS; EARL O. STICE COMPANY;
UNITED CORK COMPANY; CORK INSULATION COMPANY; WEINERT CORK COMPANY;
METAL CLAD INSULATION COMPANY; OIL FIELD CONSTRUCTION; E. J.
BARTLELLS COMPANY; ISOTHERM COMPANY; JAGAR & OLIVER COMPANY;
ASBESTOS PRODUCTS COMPANY; UNITED REFRACTORY CONSTRUCTION COMPANY;
PHILIP CAREY MANUFACTURING COMPANY; RETSE INSULATION COMPANY;
LOS ANGELES CORK COMPANY; MOUNTAIN STATE CONSTRUCTION COMPANY;
FIBERBOARD PAPER PRODUCTS CORPORATION; PARRIFINE COMPANY, INC.;
C. R. DUTTON, C. A. LEIGHTON, WESTON FIBRE GLASS SUPPLY, LTD.;
STATE COMPENSATION INSURANCE FUND, A CORPORATION; THE UNITED PACIFIC
INSURANCE COMPANY, A CORPORATION; STANDARD ACCIDENT INSURANCE
COMPANY, A CORPORATION; GENERAL ACCIDENT, FIRE & LIFE INSURANCE
CORPORATION, A CORPORATION; NATIONAL AUTOMOBILE AND CASUALTY COMPANY,
A CORPORATION; LIBERTY MUTUAL INSURANCE COMPANY, A CORPORATION;

be joined as party defendants in the above entitled cause

Los Angeles, 1-18-61

William Kaplan
Referee

SEE ATTACHED SHEET FOR SERVICE:

INDUSTRIAL ACCIDENT COMMISSION

PARTIES SERVED:

JAMES WHITCOMB RILEY, 447 WEST 42ND ST., LOS ANGELES 37, CALIF.

HAYS AND MC LAUGHLIN, 6331 HOLLYWOOD BLVD., LOS ANGELES 18, CALIF.

FOUNDERS INSURANCE CO., 727 W. 7TH ST., LOS ANGELES 17, CALIF.
VETERAN'S ADMINISTRATION HOSP., 5701 BELFLOUNDER BLVD., LONG BEACH
AND 5901 E. 7TH ST., LONG BEACH, ATTN: A. P. WILLIS, REGISTRAR
E. PIERRE DE LAUNTER, M.D., 1533 WILSHIRE BLVD., LOS ANGELES, CALIF.

J. T. THORPE, INC., 929 E. 2ND ST., LOS ANGELES, CALIF.
JOHNS-MAINVILLE, INC., 2960 LEONIS, VERNON, CALIF.
JOHNS-MAINVILLE, INC., BOX 1450 LONG BEACH, CALIF.
JOHNS-MAINVILLE, INC. ATTN: BERT GILBERTSON, BOX 9067, LONG BEACH
10, CALIF.

SOUTHERN ASBESTOS & MAGNESTIA CORP., 1701 N. MAIN ST., LOS ANGELES
WARREN AND BAILEY, (ADDRESS UNKNOWN)
ASBESTOS CO. OF CALIF., (OUT OF BUSINESS)
PLANT RUBBER & ASBESTOS CO., C/O PLANT INSULATION CO., 2741 SO.
YATES AVE., LOS ANGELES, CALIF.

LOS ANGELES RUBBER CO., (ADDRESS UNKNOWN)
MARINE ENGINEERING CO., 5933 TELEGRAPH ROAD, LOS ANGELES, CALIF.
FIBREGLASS ENGINEERING & SUPPLY CO., 5933 TELEGRAPH RD., LOS
ANGELES, CALIF.

LYNCH ASBESTOS CO., 2939 SO. SUNOL DR., LOS ANGELES, CALIF.
ROBERT J. LYNCH, DBA LYNCH ASBESTOS CO., 2939 S. SUNOL DR.,
LOS ANGELES, CALIFORNIA

PLANT INSULATION CO., 2741 SO. YATES AVE., LOS ANGELES, CALIF.
THORPE INSULATION CO., 2741 SO. YATES AVE., LOS ANGELES, CALIF.
OWENS-CORNING FIBREGLASS, PACIFIC COAST DIV., SANTA CLARA, CALIF.
COAST INSULATION PRODUCTS, 2316 SAN FERNANDO BLVD., LOS ANGELES
ARISTON CORK CO., 1206 MAPLE AVE., LOS ANGELES, CALIF., AND
5037 PACARA ST., SOUTH GATE

TOTHMAN-MORGAN, CHICAGO, ILL.
WESTON ASBESTOS CO., 675 TOLENT ST., SAN FRANCISCO, CALIF.
H. R. CARPENTER, 907 FRONT ST., SACRAMENTO, CALIF.
PLANT RUBBER AND ASBESTOS WORKS, 937 BIRNION ST., SAN FRANCISCO, 7
CALIF.

EARL O. STICE CO., 852 WEST DORAN ST., GLENDALE, CALIF.
UNITED CORK CO., KEARNEY, NEW JERSEY
UNITED CORK CO., 2704 SO. SANTA FE, LOS ANGELES 58, CALIF.
CORK INSULATION CO., 155 E. 14TH ST., NEW YORK 17, NEW YORK
NEIMDT CORK CO., 7101 TONILE AVE., NORTH BERGEN, NEW JERSEY
METAL GLAD INSULATION CO., 1759 WESTERN AVE., TORRANCE, CALIF.
OIL FIELD CONSTRUCTION CO. OF BAKERSFIELD, 2650 CHERRY AVE.,
LONG BEACH 6, CALIF.

E. J. BARTELLS CO., 12 - 26TH AVE. SO., SEATTLE 4, WASH.
ISOTHERM CO., 605 WILLIAMS ST., BAKERSFIELD, CALIF.
JAMES & O'NEAL CO., 320 NORTH HANDLING, CHICAGO 24, ILL.
ASBESTOS PRODUCTS CO., BOX 988, SAN DIEGO 12, CALIF.
UNITED REFRACTORY CONSTRUCTION CO., 1201 BARKVILLE RD., PITTSBURGH,
PENNSYLVANIA

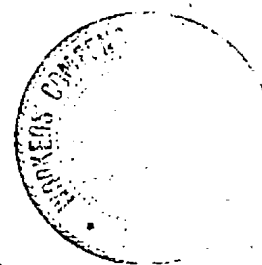
PHILIP CASEY MFG. CO., CLEVELAND, CINCINNATI, OHIO
REESE INSULATION CO., 6025 DISTRICT BLVD., LOS ANGELES 22, CALIF.
LOS ANGELES CORK CO., 4180 E. WASHINGTON BLVD., LOS ANGELES, CAL.
MOUNTAIN STATE CONSTR. CO., BOX 7586 DENVER, COLORADO
FIBREBOARD PAPER PRODUCTS CORP., 475 BRAUNTON ST., SAN FRANCISCO 19

PARRIFINE CO., INC., 475 BRAUNMAN ST., SAN FRANCISCO, 19 CALIF.
C. R. DUTTON, C. A. LEIGHTON, WESTON PIERRE GLASS SUPPLY, LTD.,
739 BRYANT ST., SAN FRANCISCO 7, CALIF.

AMERICAN MOTORISTS INSURANCE CO., 3545 WILSHIRE BLVD., LOS
ANGELES
EMPLOYERS MUTUAL LIABILITY INS. CO. OF WIS., 3540 WILSHIRE
BLVD., LOS ANGELES, CALIF.
TRAVELERS INS. CO., 510 W. 6TH ST., LOS ANGELES, CALIF.
ASSOCIATED INDEM. CO., BOX 2133, LOS ANGELES, CALIF.
PHOENIX INDEMNITY CO., 3750 W. 6TH ST., LOS ANGELES, CALIF.
FIREMAN'S FUND INS. CO., 3440 WILSHIRE BLVD., LOS ANGELES
AETNA CASUALTY & SURETY CO., 810 SO. SPRING ST., LOS ANGELES
INDUSTRIAL INDEMNITY CO., BOX 2252 LOS ANGELES 54, CALIF.
ZURICH INS. CO., 4465 WILSHIRE BLVD., LOS ANGELES, CALIF.
GUARANTEE INS. CO., 1671 WILSHIRE BLVD., LOS ANGELES, CALIF.
ARGONAUT INSURANCE CO., 1001 WILSHIRE BLVD., LOS ANGELES, CALIF.
PACIFIC EMPLOYERS INS. CO., 1033 SO. HOPE ST., LOS ANGELES, CAL.
EMPLOYERS LIABILITY ASSURANCE CORPORATION OF LONDON, ENGLAND,
639 SO. NEW HAMPSHIRE, LOS ANGELES, CALIF.
UNITED PACIFIC INSURANCE CO., 616 SO. SHATTO PLACE, LOS ANGELES
STANDARD ACCIDENT INS. CO., 548 SO. MINOSLEY DR., LOS ANGELES
GENERAL ACCIDENT, FIRE & LIFE INS. CORP., 3535 W. 6TH ST., L.A.
NATIONAL AUTOMOBILE & CASUALTY CO., 639 SO. SPRING ST., LOS
ANGELES, CALIF.
LIBERTY MUTUAL INS. CO., 714 SO. HILL ST., LOS ANGELES, CALIF.
STATE COMPENSATION INSURANCE FUND, BOX 2134, LOS ANGELES, 54,
CALIF.

HERLIHY & HERLIHY, 412 W. 6TH ST., LOS ANGELES, CALIF.
MC CARTNEY, HALL & RYAN, 639 SO. SPRING ST., LOS ANGELES, CALIF.
TIPTON, WELCH, GARD, KENNEDY & ST. CROELL, 611 SO. CATALINA, LOS
ANGELES, CALIF.
SPRAY, GOULD & COVERS, 1671 WILSHIRE BLVD., LOS ANGELES, CALIF.
CLOFTON & PENNY, 639 SO. SPRING ST., LOS ANGELES, CALIF.
BROECKX, PHELGER, & HARRISON, 111 BUTTER ST., SAN FRANCISCO,
CALIF.

bp



JOHN M. DRABEC M.D.
SAINT JOSEPH MEDICAL CENTER BUILDING
1040 WEST SIXTH STREET
LOS ANGELES 14, CALIFORNIA

October 6, 1959

Mr. Kennie Jones
Merliny and Merliny
412 West Sixth Street
Los Angeles 14, California

Re: RILEY, JAMES WHITCOMB
Filey L.A.C. 57 LA 182-635

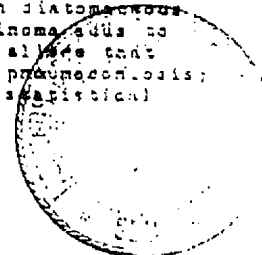
Dear Mr. Jones:

On July 13, 1959, I went to the Hospital of the Good Samaritan to witness the diagnostic lung biopsy to be performed on the above claimant by Dr. Lyman Brewer.

After the thoracic cavity was opened, a firm nodular mass was noted in the inferior and lateral portions of the right lower lung. This piece was removed and sent to the Laboratory of the hospital for frozen section study. To our surprise, the frozen section report was that of a carcinoma. Because of this finding a resection of the entire right lower lobe was performed. The entire specimen removed was then submitted for further pathological study.

From the surgical pathology report the diagnosis of a pneumoconiosis is established morphologically and by the presence of tissue reaction consistent with an asbestosis. In addition this patient had a localized squamous cell carcinoma which apparently showed no evidence of metastases to the regional lymph nodes. A pulmonary emphysema of an obstructive, finely vesicular type was also demonstrated pathologically.

Unfortunately, there is now little doubt as to the exact diagnosis, a pneumoconiosis or pneumoconioses, one apparently due to asbestos inhalation and another with a type of tissue reaction such as is seen with diatomaceous earth inhalation. The presence of the carcinoma adds to the gravity of the prognosis. Some workers allege that carcinoma is more prevalent in patients with pneumoconiosis; however, this has not been substantiated by statistical study.



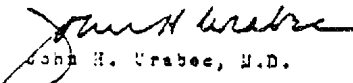
Mr. Riley, James Whitcomb
Page 2

As regards further treatment of this patient, no definitive treatment is indicated except to produce relief or benefit of the presenting symptoms. I feel certain that his present physician will insist on his taking LPH treatments but these are knowingly only palliative. Nevertheless, I presume that any treatment which will make him feel better will be justified.

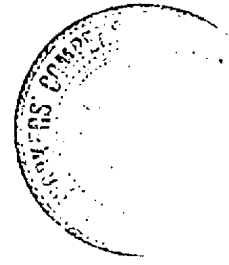
It is impossible to prognosticate as to the length of time this condition will continue. In most instances the condition is slowly progressive. I believe a maximum period of three to five years would be probably as near as one might guess.

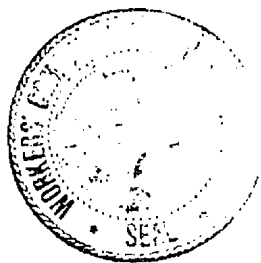
Thank you for the privilege of being permitted to follow this interesting case.

Very truly yours,


John H. Urabec, M.D.

JHU:at





APPLICANT

CLAIM NO.

DEFENDANT

FILED

EXHIBIT

James H. Gable
4756 182-535
COMMERCIAL B
11-16-59

JAMES WHITCOMB RILEY

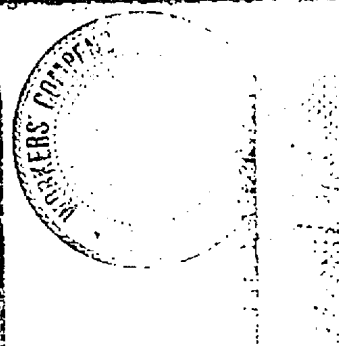
VS

JOHNS-MANVILLE, INCORPORATED
a corporation; SOUTHERN
ASBESTOS & MAGNESIA, a corpor-
ation; ASBESTOS COMPANY OF
CALIFORNIA; PLANT RUBBER &
ASBESTOS COMPANY; LOS ANGELES
RUBBER COMPANY; MARINE ENGINE-
ING COMPANY, a corporation;
FIBERGLASS ENGINEERING & SUP-
PLY COMPANY, a corporation; ROSEN
O. LYNCH, an individual, doing
business as Lynch Asbestos
Company, and Lynch Asbestos
Company, a corporation; PLANT
INSULATION company, a corpor-
ation; COAST INSULATION PROD-
UCTS, a corporation; ARMSTRONG
CORK COMPANY, a corporation;
J. T. THORPE, INC., a corpor-
ation; ASSOCIATED INDEMNITY
CORPORATION a corporation;
PACIFIC INDEMNITY COMPANY,
a corporation; FIREMAN'S FUND
INDEMNITY COMPANY, a corpor-
ation; AETNA CASUALTY & SURETY
COMPANY, a corporation; INDUS-
TRIAL INDEMNITY COMPANY, a cor-
poration; PHOENIX INDEMNITY
COMPANY, a corporation;
EMPLOYERS MUTUAL LIABILITY
INSURANCE COMPANY OF WISCONSIN
a corporation; GUARANTEE INSUR-
ANCE COMPANY, a corporation;
AERONAUT INSURANCE COMPANY, a cor-
poration; AMERICAN MOTORISTS
INSURANCE COMPANY, a corporation;
ZURICH INSURANCE COMPANY;
PACIFIC EMPLOYERS INSURANCE
COMPANY, a corporation; THE
TRAVELERS INSURANCE COMPANY, a
corporation

Referee: GEORGE A. MARTINELLI
Hearing: August 30, 1957
Dictated: August 30, 1957

Injury: Sept. 1956 to May 19,
1957

William T. Hays, by John F. McLaughlin, attorney
for applicant.
Delano Stalvey, representative for The Travelers Ins.
A.G. Swing, representative for Assoc. Indem. Corp.
Herlihy & Herlihy, by F. George Herlihy, attorneys
for Phoenix Indem. Co., Fireman's Fund Indem. Co.,
Aeronaute Ins. Co., Pac. Indem. Co.
Hamilton V. McInerney, representative for Aetna Cas. &
Surety Co.
Charles Antis, attorney for Indus. Indem. Co.



Veterans Administration Hospital, the sum of \$2,685.60; to Dr. C. Pierre De Lawter, the sum of \$105.00; and to Dr. John K. Shirey, the sum of \$331.00, as outlined in Finding #5; together with reimbursement under Labor Code Section 4600 in the sum of \$150.00 payable directly to Dr. John K. Shirey; together with such further medical and/or surgical treatment as may reasonably be required to cure or relieve from the effects of said injury, as outlined in Finding #10.

IT IS ORDERED that the lien claim of Veterans Administration Hospital and the lien claim of Dr. C. Pierre De Lawter be and they are hereby DENIED.

IT IS FURTHER ORDERED that Phoenix Indemnity Company, a corporation, be and it is hereby DISMISSED.

DEFENDANTS ARE FURTHER ORDERED to report to report to this Commission on Form C-6 within ten days after the cessation of compensation payments under the above continuing award. Copies of said form and copies of all reports incidental thereto are to be served on all adverse parties before filing with this Commission.

GAM:NN

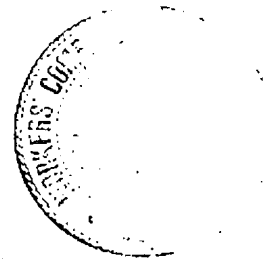
ST-LA 122-835

DATED AT LOS ANGELES, CALIFORNIA

NOVEMBER 27, 1959

S E A L

GEORGE A. MARTINELLI
Referee
INDUSTRIAL ACCIDENT COMMISSION



DEPARTMENT OF
HEALTH, EDUCATION AND WELFARE
SOCIAL SECURITY ADMINISTRATION

October 17, 1958

Industrial Accident Commission
Attention: Mr. George A. Martinelli, Referee
501 State Building
Los Angeles 12, California

Gentlemen:

With your letter of September 3, you enclosed authorization from Mr. James Whitcomb Riley to send you a statement of his old-age and survivors insurance account for January 1, 1937 through June 30, 1957.

Earnings are credited to the account for this period as follows:

<u>Employer</u>	<u>Period Ended</u>	<u>Amount</u>
Harry Gaw Rt. 1, Box 1011 Sacramento, Calif.	12/31/37	\$ 45.00
Asbestos Supply Co. of Oregon 221 S.W. Front Street Portland, Oregon	12/31/37	345.31
Western Asbestos Co. 575 Townsend St. San Francisco, Calif.	12/31/37	230.00
Plant Rubber & Asbestos Wks. 507 Drannan Street San Francisco 7, Calif.	3/31/38 6/30/38 9/30/38	176.63 361.85 260.63
Western Asbestos Co.	3/31/38	180.00
Asbestos Co. of Calif. 742 - 15th St. San Francisco, Calif.	3/31/38	6.25
M. R. Carpenter 907 Front St. Sacramento, Calif.	6/30/38	27.00
E. B. Badger & Sons Co. 75 Pitts St. Boston, Mass	6/30/38	70.00
Plant Rubber & Asbestos	9/30/39 12/31/39	20.00 100.00
Bay Cities Asbestos Co. Fifth Ave. & East 12th St. Oakland, Calif.	9/30/40	80.00
Plant Rubber & Asbestos	6/30/41	240.00
Plant Rubber & Asbestos	9/30/42 12/31/42	1,268.96 1,731.04

Industrial Accident Commission - 10-17-58

<u>Employer</u>	<u>Period Ended</u>	<u>Amount</u>
Plant Rubber & Asbestos	3/31/43	1,458.87
	6/30/43	1,541.13
Plant Rubber & Asbestos	3/31/44	1,704.49
	6/30/44	1,295.51
Plant Rubber & Asbestos	3/31/45	2,049.00
	6/30/45	951.00
Plant Rubber & Asbestos	3/31/46	946.25
	6/30/46	619.19
Earl D. Stice Co. 2102 Colorado Blvd. Los Angeles 41, Calif.	6/30/46	435.67
	9/30/46	935.17
C. R. Dutton, C. A. Leighton Western Fiberglass Supply, Ltd. 739 Bryant St. San Francisco 7, Calif.	9/30/46	168.50
	12/31/46	574.50
Marine Engineering & Supply Co. 914 East Second St. Los Angeles 12, Calif.	12/31/46	406.50
Marine Engineering & Supply Co.	3/31/47	1,049.50
	6/30/47	56.00
Roderick Lynch Lynch Asbestos Co. 2152 Sacramento St. Los Angeles 21, Calif.	6/30/47	599.50
	9/30/47	1,025.75
	12/31/47	1,039.69
Warren & Bailey Co. 350 So. Anderson St. Los Angeles, Calif.	6/30/47	192.00
Roderick Lynch	3/31/48	1,120.63
	6/30/48	1,054.00
	9/30/48	825.37
United Cork Co. Central Ave. Kearny, N. J.	6/30/48	108.00
Plant Insulation Co. 2741 S. Yates Ave. Los Angeles 22, Calif.	12/31/48	1,023.58
Cork Insulation Co., Inc. 155 E. 144th St. New York City 17, N.Y.	12/31/48	108.00
Marine Engineering & Supply Co.	12/31/48	57.00
Marine Engineering & Supply Co.	3/31/49	1,259.39
	6/30/49	1,334.00
	9/30/49	406.61

Industrial Accident Commission - 10-17-58

Employer	Period Ended	Amount
J. T. Thorpe, Inc. 943 E. 2nd St. Los Angeles 12, Calif.	3/31/49	36.00
Marine Engineering & Supply Co.	3/31/50 9/30/50 12/31/50	610.00 158.00 1,005.00
Maindt Cork Corp. 7101 Tonnello Ave. No. Bergen, N. J.	3/31/50 6/30/50	380.00 293.75
Metal Glad Insulation Co. 1759 Western Ave. Torrance, Calif.	6/30/50 9/30/50	1,079.50 100.00
Plant Insulation Co., Inc.	9/30/50 12/31/50	903.00 42.00
J. T. Thorpe & Son, Inc. 1351 Ocean Ave. Emeryville, Calif.	12/31/50	217.50
Marine Engineering & Supply Co.	3/31/51 6/30/51	1,260.00 954.00
Oil Field Construction of Bakersfield Chas. E. Mansely, Grace M. Frank Vossels 2650 Cherry Ave. Long Beach 6, Calif.	6/30/51 9/30/51	767.25 1,694.88
E. J. Bartells Co. 12 - 25th Ave., So. Seattle 4, Wash.	9/30/51	478.65
Armstrong Cork Co. Liberty & Charlotte Sts. Lancaster, Pa.	12/31/51	1,282.50
Plant Insulation Co., Inc.	12/31/51	121.00
Frank E. Scott & Jas. C. Roberts, Roberts Roof & Floor Co. 927 So. Main St. Las Vegas, Nevada	3/31/52	319.00
Isotheim Co. (Rowell Smith, B.H. Greene & E.B. Powell) 2100 Union Avenue Bakersfield, California	3/31/52 6/30/52	1,078.00 259.60
Jamar & Olmeh Co. 320 N. Harding Ave. Chicago 24, Illinois	6/30/52 9/30/52 12/31/52	1,582.68 1,542.81 459.00
Philip Carcy Mfg. Co. Lockland Cincinnati, 15, Ohio	9/30/52	141.98
Plant Insulation Co., Inc.	9/30/52	162.40
Maindt Cork Corp	12/31/52	230.55

Industrial Accident Commission - 10-17-58

Employer	Period Ended	Amount
Clark B. Reece Reece Insulation Co. 6025 District Blvd. Los Angeles 22, Calif.	12/31/52	406.00
Wm. W. Steigterwald Asbestos Products Co. P. O. Box 988 San Diego, California	12/31/52	545.20
Percy C. Focer, Alan O. Coldwell, Paul L. Neff United Refractory Const. Co. 1201 Bankville Road Pittsburgh 16, Pa.	3/31/53	1,181.75
Philip Carey Mfg. Co.	3/31/53	7.90
Clark B. Reece Reece Insulation Co.	3/31/53	349.00
Plant Insulation Co., Inc.	3/31/53 6/30/53 9/30/53	75.40 1,908.80 1,615.80
Armstrong Cork Co.	12/31/53	144.00
Clark B. Reece Reece Insulation Co.	3/31/54 6/30/54	1,029.00 72.00
Armstrong Cork Co.	3/31/54 6/30/54 9/30/54	522.00 1,391.60 1,636.40
Owens-Corning Fiberglas Corp. Toledo, Ohio	12/31/54	78.60
Coast Insulating Products Corp. 2315 San Fernando Road Los Angeles 55, Calif.	12/31/54	100.30
Coast Insulating Products Corp.	1/31/55 6/30/55 12/31/55	1,711.95 63.00 1,157.00
Owens-Corning Fiberglas Corp.	6/30/55	1,313.00
Los Angeles Cork Co.	6/30/55 9/30/55	39.00 268.00
Plant Insulation Co., Inc.	6/30/55 12/31/55	2,193.00 910.00
Johns-Manville Sales Corp. 22 E. 40th St. New York 18, New York	6/30/55	130.00

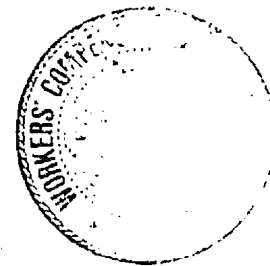
Industrial Accident Commission - 10-17-58

<u>Employer</u>	<u>Period Ended</u>	<u>Amount</u>
Totman Morgan Co.	3/31/56	1,371.50
122 S. Michigan Ave.	6/30/56	1,664.30
Chicago 3, Ill.	9/30/56	1,164.50
Coast Insulating Products Corp.	3/31/56	234.00
J. T. Thorpe, Inc.	9/30/56	375.20
	12/31/56	1,527.60
J. T. Thorpe, Inc.	3/31/57	1,346.00
	6/30/57	1,065.30
Totman Morgan Co.	3/31/57	132.00
Mountain State Construction Co.	6/30/57	480.00
P. O. Box 7586		
Denver, Colo.		

Our records do not show the exact date of employment since employers are not required to furnish this information on their reports.

Sincerely yours,

J. L. Fay
Assistant Director



CALIFORNIA INSPECTION RATING BUREAU
1453 Mission Street
San Francisco 3, California

December 11, 1959

Herlihy and Herlihy
Suite 516 Park Central Building
112 West Sixth Street
Los Angeles 14, California

Attention: Kennia T. Jones

Re: JAMES WHITCOMB RILEY vs.
JOHN B. MANVILLE
I.A.C. Case 57 LA 182-335

Gentlemen:

Please refer to your letter of November 16, 1959, wherein you requested the insurance carriers in connection with the above captioned. Please be advised that we have carefully checked our records and wish to advise that we have developed the following information.

Harry Caw - No record.

Asbestos Supply Co. of Oregon - No record.

Western Asbestos Company

State Compensation Ins. Fund - Policy 9322436, 11-1-36/37
" Policy 9322437, 11-1-37/38
" Policy 9322438, 11-1-38/39

Plant Rubber & Asbestos Works - No record.

Asbestos Company of California - No record.

M. R. Carpenter - No record.

E. B. Badger & Sons Company - No record.

Bay Cities Asbestos Company - No record.

Earl O. Spice Company - No record.

G. R. Dutton, G. A. Leighton - Western Fiberglass Supply, Inc.
Industrial Indemnity Exchange - Policy 449833, 8-1-46/46
" Policy 4460714, 8-1-46/47

Marine Engineering & Supply Company - No record.

Roderick Lynch, Lynch Asbestos Company

Industrial Indemnity Co. - Policy 6473-01187, 4-1-47/48
" Policy 6483-01145, 4-1-48/49

Warren & Bailey Company - No record.

United Cork Company - No record.

Plant Insulation Company, now known as Thorpe Insulation Company

Pacific Employers Insurance Co. - Policy C-102549, 5-9-48/49
" Policy C-105515, 5-9-49/50
" Policy C-106710, 5-9-50/51
" Policy 107609, 5-9-51/5-30-51
" Policy 107681, 5-30-51/1-1-52

Fireman's Fund Insurance Co. - Policy UC-179677, 1-1-52/53

" Policy UC-198757, 1-1-53/10-1-53
" Policy UC-194562, 10-1-53/5-1-54
" Policy WCP-1509, 5-1-54/10-1-54
" Policy WCP-3501, 10-1-54/55
" Policy WCP-3813, 10-1-55/56

Cork Insulation Company, Inc. - No record.

J. T. Thorpe, Inc.

Pacific Employers Insurance Co. - Policy C-89117, 10-1-46/47
" Policy C-101630, 10-1-47/48
" Policy C-102082, 10-1-48/49
" Policy C-105813, 10-1-49/50
" Policy C-107557, 10-1-50/51
" Policy C-107409, 10-1-51/52

Royal Indemnity Co. - Policy RCS-944480, 10-1-52/53

Pacific Employers Insurance Co. - Policy 1C-14744, 10-1-53/54
Policy 1C-16224, 10-1-54/
1-1-55
Policy 1C-13841, 1-1-55/56

American Motorists Insurance Co. - Policy 6CM-431-898, 1-1-56/57
Policy 7CM-431-898, 1-1-57/58

Meindt Cork Corp. - No record.

Metal Glad Insulation Company - No record.

Oil Field Construction of Bakersfield

United Pacific Insurance Co. - Policy PwC-13353, 1-1-51/52

E. J. Bartells Company

Associated Indemnity Co. - Policy C-47-3752, 10-1-50/51
Policy 476597, 10-1-51/52

Armstrong Cork Company

Employers Mutual Liability Ins. Co. of Wisc. - Policy 2212-39,
1-1-51/52

Standard Accident Insurance Co. - Policy AZ-718480, 1-1-51/52

Travelers Insurance Co. - Policy 2047243, 1-1-52/53
Policy 2673804, 1-1-53/54
Policy 3386210, 1-1-54/55

Frank E. Scott & Jas. G. Roberts, Roberts Roof & Floor Co. - No record.

Isotherm Company (Rowell Smith, B. H. Greene & A. E. Powell)

Our records indicate this employers' name as Isotherm Company
Industrial Indemnity Co. - Policy 6515-01404, 7-1-52/52
Policy 6525-01112, 7-1-52/53

Jamar & Olmch Company - No record.

Philip Carey Mfg. Company

General Accident Fire & Life Assurance Corp. - Policy 6-626476,
1-1-52/53

Clark B. Reese, Reese Insulation Company

Argonaut Insurance Exchange - Policy 50633, 3-31-52/53
Pacific Employers Insurance Co. - Policy WC-28353, 3-31-54/55
Policy WC-30045, 3-31-54/55

Wm. W. Steigerwald, Asbestos Products Company

State Compensation Insurance Fund - Policy 98790-51, 5-27-51/52
Policy 98790-52, 5-27-52/53

Percy C. Pocer, Alan O. Coldwell, Paul I. Neff,

United Refractory Construction Company

Liberty Mutual Insurance Co. - Policy WC-8-100069-52, 6-1-52/53
Policy WC-8-100069-53, 6-1-53/54

Owens-Corning Fiberglas Corp.
Aetna Casualty & Surety Co. - Policy 31-C-700RR, 9-1-53/54
Policy 31-C-733RR, 9-1-54/55
Policy 31-C-784RR, 9-1-55/56

Coast Insulating Products Corp.
Guarantee Insurance Co. - Policy UC-206829, 10-1-53/54
Policy C-514978, 5-1-54/55

Argonaut Insurance Exchange - Policy 36736, 5-1-55/56
Policy 95792, 5-1-56/57

Johns-Manville Sales Corp.
Travelers Insurance Co. - Policy 3955647, 7-1-54/55
Policy 4979820, 7-1-55/56

Totman, Morgan Company
Employers Liability Assurance Co. - Policy #C-3119719, 1-1-56/57
Policy #C-3148253, 1-1-57/58

Mountain State Construction Company - No record.

Los Angeles Cork Company
National Auto & Casualty Co. - Policy C-547121, 10-27-54/55
Policy C-572258, 10-27-55/56

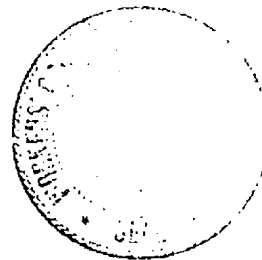
We trust this information as listed will be of some assistance
to you.

Very truly yours,

R. T. Read, Superintendent
Underwriting Department

RAC:emr

By /s/ R. A. Ols



8. The insurance carrier for Robert O. Lynch, an individual, doing business as Lynch Asbestos Company, and Lynch Asbestos Company, a corporation, for the period January 1, 1950 through December 31, 1950, was Industrial Indemnity Company, a corporation.

9. The insurance carrier for Plant Insulation Company, a corporation, from January 1, 1951 to January 1, 1952 was Pacific Employers Insurance Company, a corporation; and for the period January 1, 1952 through December 31, 1955 was Fireman's Fund Indemnity Company, a corporation.

10. Applicant was employed by Coast Insulation Products Corporation for the period December 25, 1954 through April 9, 1955; during that period of time the employer's insurance carrier was Guarantee Insurance Company, a corporation.

11. The applicant was employed by Coast Insulation Products, a corporation, for the period commencing November 11, 1955 through January 13, 1956; during that period of time the insurance carrier is unknown.

12. The insurance carrier for Armstrong Cork Company, a corporation, for the period January 1, 1955 through December 31, 1955, was The Travelers Insurance Company, a corporation.

13. Applicant was employed by J.T. Thorpe, Inc., a corporation, for the period September 11, 1956 to May 19, 1957; during that period of time, the employer's insurance carrier was American Motorists Insurance Company, a corporation.

14. The insurance carrier for Owens-Corning Fiberglas Corporation, Pacific East Division, for the period March 1, 1955 to March 1, 1956, was Aetna Casualty & Surety Company, a corporation.

DISPOSITION: 30 days to the parties for joinder of additional parties; a further Disposition will be made at that time.

4/14 martinez

HERLIHY & HERLIHY

1960 JUL 27 PM 9 31

ATTORNEYS AT LAW
SUITE 210 FOUR CENTRAL BUILDING
410 WEST SEVENTH STREET
LOS ANGELES 12, CALIFORNIA
TELEPHONE MADISON 7-0811

DO NOT REMOVE
THIS DOCUMENT

July 22, 1960

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Re: James Whitcomb Riley vs.
Lynch Asbestos Company, et al.
57 LA 182-835

Dear Sirs:

We enclose the following documents:

- () In accordance with the Commission's Rules of Practice and Procedure;
- (X) As Defendant's exhibit next in order:

Report of Dr. John H. Urabec dated June 1, 1960.

Very truly yours,

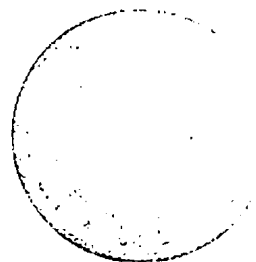
HERLIHY & HERLIHY

By

Kennis T. Jones

KTTJ:pk
Enclosure

cc: Hays & McLaughlin
Attention: Mr. William T. Hays



JOHN H. GRABEC, M.D.

STATE MEDICAL OFFICE BUILDING
1100 WEST STATE STREET
LOS ANGELES 12, CALIFORNIA

1 June 1960

11487-7 (C)

Industrial Indemnity Company,
3460 Wilshire Boulevard,
Los Angeles 5, California.

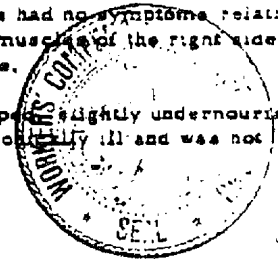
Re: RILEY, James Whitcomb
Claim No. 57-03-11487

Gentlemen:

Mr. James Whitcomb Riley returned to my office on April 18, 1960 for a recheck examination. At the time of his visit the following interim medical history and physical examination were obtained.

He stated that he has been unable to do anything of late. He said that his lungs feel like "drawn lightning". He has no cough or expectoration. A sputum gastric study was done recently which was reported as being negative for tubercle bacilli. He believes that he has become noticeably more short of breath during the past eight months. He stated that if he exerts himself it takes about a day to get over it. He sleeps about eight to nine hours each night and can lie flat in bed without any dyspnea. During the past year his shoulders have ached as though he had a bursitis. On the level he can walk several blocks at a slow pace when he becomes quite short of breath and weak. When he develops dyspnea it takes him at least ten minutes to get over it. He is not aware of a wheeze subjectively. Occasionally he is aware of a raw feeling in his trachea. If he drinks something hot this sensation is slightly accentuated. He seems to catch colds easily. These are usually characterized by sniffles and slight throat irritation. If he takes Coricidin he gets relief fairly rapidly. At the present time he is no longer on Streptomycin or INH. He stopped taking these drugs on his own. It is his plan to resume treatment for several weeks every few months. He was told that he had Photochromogenic bacilli. He is not taking any steroids but does take vitamins regularly. His present weight is 118 lbs. When he left the hospital he weighed about 110 lbs. He has had no ankle edema, palpitation, or pleurisy but has had an occasional ache at the site of the surgery. He has indigestion occasionally for which he takes amphetol. If he drinks milk he becomes constipated. He has had no symptoms relative to the genito-urinary system. Occasionally the muscles of the right side of his back ache if he has been up for a period of time.

Physical examination revealed a fairly well developed, slightly undernourished adult white male who did not appear acutely or chronically ill and was not objectively short of breath at rest.



Re: James [redacted] Riley
2

Temperature: 98.6; Blood Pressure: 142/88; Weight: 120 lbs.

Head and Neck:

Eyes: reactions and movements normal, wearing glasses.

Ears: drums normal, canals clear.

Nose: mucosa normal, passages ample.

Dentition: wearing upper and lower plates.

Pharynx: clear.

Tonsils: small, smooth.

Neck: no adenopathy or stiffness, trachea deviated to the right.

Chest: slightly asymmetrical, lag on right, right hemithorax flattened

Lungs: impaired resonance thruout on the right, breath sounds diminished on the right, scattered fine moist rales at the right lateral base anteriorly and at the base posteriorly and over the left lower lobe posteriorly and laterally. The breath sounds were vesicular on the left.

Heart: regular rhythm, no murmurs.

The patient was referred to the X-ray Department of the Hospital of the Good Samaritan for chest x-rays. These were reported as follows:

"Postero-anterior and lateral views of the chest show a fairly marked selective elevation of the right diaphragm and there is pleural thickening at the right costophrenic angle. The appearance is unchanged since 7-20-59. Both lungs are emphysematous and there is considerable generalized pulmonary fibrosis, which is also unchanged, since the earlier examination. The lungs show no evidence of soft infiltration and no evidence of active or acute disease. The cardiac size and contour are normal and unchanged."

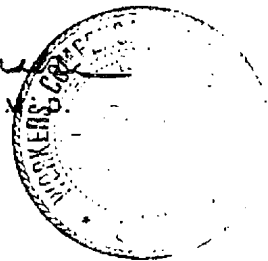
/s/ R. E. Ricksberg

Objectively at the time of the above physical examination it was my clinical impression that his general physical condition had deteriorated slightly as compared with the examination in January 1958. He did not appear uncomfortable or dyspneic at rest. His decreased tolerance to physical exercise has undoubtedly been increased as a result of the removal of lung tissue at the time of the operation when it was discovered that he had a complicating neoplasm. To date, radiologically, there is no evidence to indicate any extension of this condition. The pulmonary fibrosis and the emphysema appear relatively unchanged from about one year ago.

As regards further treatment I believe that this should be symptomatic. No definitive treatment is indicated at this time.

Very truly yours,

John H. Urabec
John H. Urabec, M.D.



CASE NO. 57 L.A. 182-835

6. Applicant claims employment by Plant Rubber and Asbestos Company (Plant Insulation Company) for the period 1942 to 1947; and during that period of time, the employer's insurance carrier is unknown.

7. Applicant claims employment by Marine Engineering & Supply Company for the period 1948 to 1950; the insurance carrier for the employer during the years 1948 to 1950 was Pacific Employers Insurance Company, a corporation.

8. The insurance carrier for Robert O. Lynch, an individual, doing business as Lynch Asbestos Company, and Lynch Asbestos Company, a corp., for the period Jan. 1, 1950 through Dec. 31, 1950, was Industrial Indemnity Co., a corp.

9. The insurance carrier for Plant Insulation Company, a corp., from January 1, 1951 to January 1, 1952, was Pacific Employer's Insurance Company, a corp.; and for the period January 1, 1952 through Dec. 31, 1955 was Fireman's Fund Indemnity Co., a corp.

10. Applicant was employed by Coast Insulation Products Corp. for the period Dec. 25, 1954 through April 9, 1955; during that period of time the employer's insurance carrier was Guarantee Insurance Company, a corp.

11. The applicant was employed by Coast Insulation Products, a corp., for the period commencing Nov. 11, 1955 through Jan. 13, 1956; during that period of time the insurance carrier is unknown.

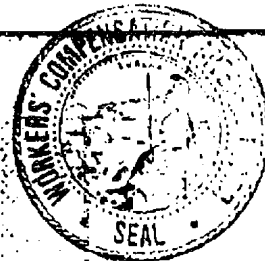
12. The insurance carrier for Armstrong Cork Co., a corp., for the period Jan. 1, 1955 through Dec. 31, 1955, was The Travelers Insurance Co., a corp.

13. Applicant was employed by J.T. Thorpe, Inc., a corp., for the period Sept. 11, 1956 to May 19, 1957; during that period of time, the employer's insurance carrier was American Motorists Insurance Company, a corp.

14. The insurance carrier for Owens-Corning Fiberglas Corporation, Pacific Coast Division, for the period March 1, 1955 to March 1, 1956, was Aetna Casualty & Surety Company, a corporation.

RECORD: Applicant testified substantially as follows:
He started working as an insulator in January 1920.

Johns-Manville Company: This plant was located at 3d and Main Streets in Los Angeles; he started working for them in January 1920; he worked out of the office; he worked at the Los Angeles Shipyard; he mixed asbestos cement and applied it to pipes; he mixed powder with water and asbestos material fibers were added and this was applied to the pipes; the conditions of employment were very dusty; working inside of boiler rooms, he was confined in small quarters; this work at the Los Angeles Shipyard was on new vessels; but he also worked on two of the older vessels, the Harvard and the Yale when they were reconverted. The old material on the boilers and pipes was removed and new material installed by him. His earnings



CASE NO. 57 L.A.182-835

were 20¢ per hour, working 48 hours per week. He worked for one year.

From 1921 until 1925 he did various jobs for various employers, in shops; and at homes; he insulated pipes and boilers in the oil fields, and in homes; he was subjected to dust from the material and from the earth, particularly when he had to go under homes to do his work; he used the regular materials for insulating purposes.

Warren Bailey: He started working for this company in either October or November 1925, on the power house at Terminal Island; he worked for either a year, or a year and a half; he insulated steam turbines and boilers; the material he used was of a diatomaceous earth component, and asbestos binding; there was considerable dust from this material. He worked 44 hours a week, earning a dollar an hour.

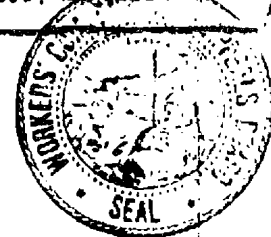
Southern Asbestos and Magnesia: He worked for this company about a year, or a year and half, ending about July or August of 1927, at which time the company went into receivership; he did insulation of hot water tanks for apartment houses; he also worked in boiler rooms and under houses; he was subjected to dust in this occupation. He estimates that approximately 50 per cent of the time was under houses, and 50 per cent of the time in boiler rooms. He used the ordinary materials for insulating pipes; such as the diatomaceous earth component, and asbestos; he worked 40 hours a week, earning a dollar an hour.

Asbestos Company of California: He left Los Angeles the latter part of 1927, after Thanksgiving, and went to work for this company in San Francisco. He worked from around Thanksgiving until Christmas of the year 1928. He did insulation work on apartment houses, using asbestos blocks; he had to remove the old materials in order to apply the new materials, and this created considerable dust. He earned \$7.20 a day, working 5-1/2 days a week.

Plant Rubber and Asbestos Company: He worked for this company around Christmas 1928 until 1934; he insulated hot water tanks and steam boilers; he used asbestos blocks, Aircell, and rock wool. It was quite dusty in the boiler room, and in the basements there was dust from the materials and from the earth; most of the time he worked in boiler rooms; he would estimate 75 per cent of the work was in boiler rooms. He believes that he worked for Pacco Company; he was told in the latter part of his employment that this Pacco Company took over Plant Rubber & Asbestos Company; nevertheless, his checks were still issued by Plant Rubber and Asbestos Company.

On direct examination, he testified that the work was not steady; that he was out of work more than he was employed; but, on cross-examination, he said he worked pretty steady at one stretch for a period of about 18 months.

Los Angeles Rubber Company: He worked for this company from December 1934 for a period of about six months; he did insulating work on boilers and hot water tanks; he used asbestos, magnesia



and a material called "High-Temp"; he applied rock wool blankets to the boilers; he is a little hazy about this occupational activity; he earned either a dollar, or a dollar and a quarter an hour, for a 40-hour week.

His next employment was in the Navy Yards where he worked at Mare Island from 1935 to June 1942; he installed asbestos in boilers; he also wired the material about the pipes and then had to beat it to put it in shape; this created considerable dust. His net earnings, after deductions, were in the sum of \$40.77 a week.

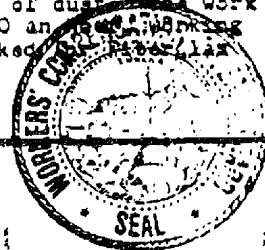
Plant Insulation Company: He returned to work for Plant Insulation about June 1942, and continued working until early 1947. Some of the work was done at Bethlehem Steel Company where he covered pipes with asbestos, using the same type of materials previously testified to. He was a supervisor, but also was subjected to dust; in the ship under construction, the atmosphere was quite dusty and the air was blown out of the holds of the ships, which created additional dust. He was paid \$2.00 per hour, working 10 hours a day. He earned about \$60 a week. He also worked at Crane Shipyard for Plant Insulation. This was on repair of ships; he used the same type of material previously testified to, and amosite, a pure asbestos fiber, was also used.

Marine Engineering: He started working about September 1948 on the power house at Redondo Beach; he worked about 8 months; his work was insulating; he applied asbestos to pipes, and amosite was also used. He earned \$2.25 per hour, working 40 hours per week. It was quite dusty, but he was located in a large building. He did some work on the outside and there was dust there, from the materials used. He estimates that about 50 per cent of his work was on the outside, and 50 per cent on the inside.

On cross-examination, he stated he was not sure whether he worked for Marine Engineering in 1946; he may have (Payroll report submitted by this employer shows applicant worked 52 weeks in 1949 and 21 weeks in 1950).

Lynch Asbestos Company: He did work for this company at the Lincoln-Mercury plant on Slauson and Eastern Avenue; he states that he started in 1950; however, he may be incorrect on this; he may have worked there in 1949. He states first that he worked about a year, and then modifies this by saying he worked 5 months at the Lincoln-Mercury plant, and then 10 months at Travis Air Force Base. All of this work was that of an insulator, using High-Temp, asbestos, and asbestos cloth. All of this work was inside work. The conditions of employment were quite dusty. He earned \$2.50 an hour, working 40 hours a week.

Plant Insulation and Thorpe: He started working for this company in 1951 and worked until 1954 (in this respect, SEE payroll report filed by Thorpe). He insulated steam pipes and water boilers; he used asbestos; fiber glass; there was a lot of dust. The work was steady; he worked off-and on; earning \$3.00 an hour, working 40 hours a week. About 1954-5 he may have worked for the Thorpe Company, but he is not sure.



CASE NO. 57 L.A. 182-835

Armstrong Corp. He states that he worked in the year 1953 for this company, doing insulating work, using asbestos blocks and other material; this was continuous employment; the conditions of employment were dusty; he earned \$3.25 an hour, working 40 hours a week. The payroll records of Armstrong Corp show that he was employed from Dec. 9, 1953 to 1-27-54; 2-1-54 to 2-7-54; and 4-5-54 to 12-16-54. During all of the above periods of employment, he did not wear a mask, except at Mars Island, where he tried out a mask for about 5 minutes but discarded it.

Coast Insulation: He worked from Dec. 25, 1954 to April 8, 1955, at Santa Maria, insulating pipe; he used asbestos material and Cal-temp; this was out-of-doors work and although he was subjected to dust, the dust was not bad. He was then sent by his local union No. 5 to Nevada, where he worked from Nov. 11, 1955 to Jan. 13, 1956, as an insulator, working with mono-block and magnesia blocking; this was outside work, but the dust was blown into his face from the materials used. Earnings were \$3.25 an hour for a 40-hour week.

His next employment was with Totman-Morgan Company; this was from the period January 18, 1956 to August 31, 1956; he insulated steam pipes and boilers; he used asbestos cement and asbestos cloth, and vermiculite; he earned \$3.25 an hour, working 40 hours a week. Conditions of employment were very bad; he states he found them as bad as he had ever experienced.

J. T. Thorpe Co.: He started working September 11, 1956 to May 19, 1957; he again worked as an insulator, insulating boilers, using High-temp blocks and magnesia blocks; the conditions of employment were very dusty.

Disability: He has not worked since May 19, 1957. The doctor told him that he cannot work. He noticed gradual shortness of breath starting approximately 2 or 3 years ago; then there was tiredness and weakness. He lost weight, and, with the shortness of breath, there was a cough. He went to Kaiser Medical Center at Fontana for an examination in June 1953; he was off work one day because of this examination; He went there to inquire about the shortness of breath, and his weakness. After an examination, they told him that he was all right. They took no blood test or sputum test. Except for this one day off work when he was examined at Kaiser, he lost no other time from work until May of 1957.

It was in January of 1957 that he went to the Los Angeles City Health Center and had an x-ray taken of his chest. He was eventually told, thereafter, that he had a spot on his lungs (in May 1957); he reported his condition to his employer Thorpe, and he was sent out to a Dr. Morgan for examination, who, in turn, referred him to Dr. Schofield for an examination. On his own behalf, he saw Dr. Chirey; this was on June 27, 1957, and several times thereafter; the doctor did not treat him. He was about to be admitted to the Veterans Administration Hospital, entered the hospital July 10, 1957; he has never been hospitalized in the past. He is receiving treatment at the Veterans Hospital.

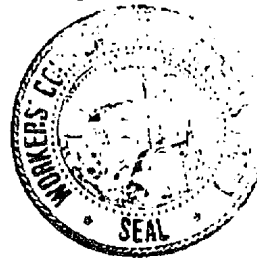


formed any lung biopsy on the applicant.

On the basis of the physical examination alone, it was his opinion that the applicant was suffering from a chronic pulmonary disease, with a probable pulmonary emphysema. Fluoroscopic examination confirmed linear fibrotic processes going on in both lungs. This could indicate that a tubercular disease was present. A first laboratory test of July 2, 1957, reported "Wetmount for asbestos bodies" as "negative." The tests did not enlarge upon the basic diagnosis of chronic pulmonary disease, although the skin test excluded fungus diseases as a cause of the applicant's disability. A further test for asbestos revealed three completely characteristic asbestos bodies; this indicated that the asbestos fibers were in contact with human tissue. Laboratory tests also disclosed photochromogenic colonies of acid-fast bacilli; this is a germ similar to tuberculosis but is not exactly the same thing, although its effect upon individuals is similar in nature. For instance, tuberculosis is considered a communicable disease and the State requires that all cases be reported and quarantined; this is not true of the photochromogenic disease; the Board of Health does not require report or quarantine. This is something new, and is being studied carefully, but whether it is a communicable disease is not as yet conclusively established. His diagnosis is not based on laboratory reports alone; he had to consider the applicant's work history, together with his physical examination findings. The rales detected at the lung base are characteristic of pulmonary fibrosis. There was restriction of the lung bases and this was confirmed by fluoroscopic examination. Pulmonary emphysema was present. This is a part of the pulmonary fibrosis. Also, there was evidence of adhesions between lungs and diaphragm.

There is no way of determining whether the applicant is suffering from asbestosis, outside of a lung biopsy, except to take into consideration all of the laboratory findings, the examination findings, and the history given by the applicant. With this in mind, he still insists that the diagnosis as made in his report is much more than a possibility, but is the probable cause of the applicant's disability. It is true that the Veterans Administration ran several tests on the applicant, and finally came up with an original diagnosis of pulmonary tuberculosis, active one month; and at the time that the applicant had himself discharged from the hospital, the diagnosis was "pulmonary tuberculosis, active 7 months."

In his opinion, the findings of the Veterans Administration are wholly inconsistent with the diagnosis of tuberculosis, but could very well be consistent with a photochromogenic dis-



case. In the Veterans Administration hospital records, there is no reference to pneumoconiosis.

Experimental studies conducted at Lake Placid, New York, on animals who are exposed to minute particles of fiberglass in high concentration indicate that, in a period of time, they develop inflammation of the lungs and fibrosis. In this particular case, therefore, it would be difficult to say that fiberglass dust inhalation is not contributing to the applicant's condition.

He examined the applicant again on January 20, 1958, and his diagnosis has been the same. His conclusions at that time were that the applicant was still suffering from pulmonary inflammation which was still active, but improving; the degree of fibrosis of the lungs was the same; the applicant was weak and run-down and a new finding of anemia was made, which condition was later corrected. It is his opinion that the applicant is suffering from a pneumoconiosis of occupational origin. He has pulmonary fibrosis with features of asbestosis; but it is very difficult to say that the asbestosis is not complicated by other foreign dusts, such as fiberglass, foamglass, rock wool, etc. In other words, there may have been other industrial hazards which are present. It is not his opinion that the photochromogenic disease is the cause of the applicant's disability at this time, for the reason that the photochromogenic disease usually starts at the apex of the lung, but here, first x-rays showed involvement of the base of both lungs, and then later x-rays showed that the condition had advanced to the apex. Usually, in photochromogenic disease, the first findings are in the apex, and not in the base of the lungs.

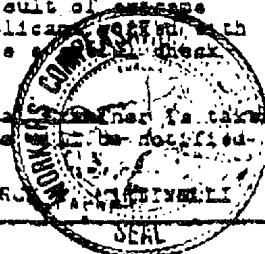
On June 17, 1958, he made a report to the Prudential Insurance Company, diagnosing the applicant's condition as "pulmonary fibrosis with emphysema, due to photochromogenic acid-fast bacilli." On April 18, 1958, he made a similar report to the Occidental Insurance Company and, on March 3, 1958, he prepared an affidavit describing applicant's condition as "pulmonary fibrosis due to photochromogenic acid-fast bacilli." It is the witness' opinion, and not merely a possibility but a reasonable certainty, that he is suffering from an occupation pneumoconiosis; asked whether a lung biopsy would be helpful, he stated that such a procedure is dangerous; first of all, the tissue to be examined must be taken from the diseased portion of the lung; and the surgery to this portion of the lung may cause a deterioration of the condition. Consequently, he would not recommend it.

Usually asbestosis is found among those employees engaged in the manufacture of the product rather than those who use it; and, in the former cases, the condition is the result of asbestos exposure. With the history in mind, that the applicant worked with asbestos products, he instructed Dr. Smith to make a check for asbestos bodies.

DISPOSITION: Appointment of an Independent Medical Examiner is taken under advisement for 5 days, at which time parties will be notified of the Referee's decision in this regard.

GAM:hh

CAUTION



SE NO. 57 L A 182-835

JAMES WHITCOMB RILEY

vs.

JOHNS-MANVILLE, INC., et al

REFEREE: GEORGE A. MARTINELLI

HEARING: November 16, 1959

DICTATED: November 16, 1959

INJURY: In issue

COUNSEL: Hays & McLaughlin by John F. McLaughlin, attys for appl.
Herlihy & Herlihy by Kennis T. Jones, attys for Argonaut
Ins. Co., Industrial Indemnity Co., Fireman's Fund In-
demnity Co., Phoenix Indemnity Co., Aetna Casualty & Surety
Co., and Employers Liability Assurance Co.
Clifton & Penny by Robert Wreisaner, attys for Pacific
Employers Ins. Co.
Spray, Gould & Bowers by Maurice W. Bralley, Jr., attys
for Guarantee Ins. Co.
Joseph Bilchak, representative for The Travelers Ins. Co.
F. E. Carignan, representative for American Motorists
Weingand & Tipton by Claud Weingand, attys for Associated
Indemnity Co.

REPORT OF REFEREE ON FURTHER HEARING

LYMAN A. BREWER, M.D., called by defendants for cross-examination, testified substantially as follows:

He is a doctor of medicine, specializing in thoracic surgery. He saw the applicant on behalf of the Industrial Accident Commission and prepared his report as independent medical examiner. He filed his original report, dated July 30, 1959, and supplemental report dated October 16, 1959. Because of a cancer of the right lower lobe of the right lung, surgery was performed and the right lower lobe was removed. Approximately 15 or 20% of the lung was cancerous. The mass was approximately two inches in diameter, the size of a golf ball. The cancer was probably present at least six months prior to the surgery. This is just an estimate. The age of the cancer cannot be definitely established. As far as cancer is concerned, no one so far is able to tell us why a cell will suddenly become predatory. The cancer in this case added a small increment to the over all disability. It contributed, in his opinion, very little to the over all disability. How much or in what percentage is that little disability, he is unable to state. The best he can say is that it contributed something. As far as the cancer, itself, is concerned in this case, assuming the remainder of the lung was normal, the cancer, in itself, would not be incapacitating.

There was some tuberculosis of the upper right lobe and a portion of it was removed. The entire upper right lobe would have been removed if the left lung were normal, but in view of the fact that there was a pneumoconiosis present and applicant needed all of the breathing facilities that could be mustered, it was decided not to remove the upper right lobe. If the applicant had no tuberculosis in his lungs except the cancer, which was removed, he could return to work approximately one month after surgery. But this varies a lot with individuals and it may take several months before such a person can return to employment.

The last time the witness saw the applicant, the applicant was improving. The inability to work would not be caused by tuberculosis because the evidence of tuberculosis was a clinical manifestation only. Under medication the sputum was negative. The disability here is due to asbestosis. Asbestos bodies were found in the lung tissue and the history of exposure to this product for a number of years is known. Asbestosis does, in time, become a disabling disease. The incidence of pulmonary tuberculosis and cancer is greater where there is a complication of asbestosis than in other cases. It is true that there may have been other dusts besides asbestos involved here. Dr. Bangle, the pathologist, indicates evidence of silica and siderosis dust in his report. As far as fiber glass is concerned, there is a

divergence of opinion as to whether it will cause or predispose to a pneumoconiosis. The witness does not want to go on record on a firm commitment on either side. He has no strong medical opinion on the question. He is unable to apportion the various factors of disability. As far as the cancer is concerned, he can only say that a very small percentage of this disability would be the result of cancer. The asbestosis disability is far greater than the tubercular disability, which is now controlled and becomes a lesser factor. As far as the chest surgery is concerned, the applicant's maximum improvement has been reached now or will be within the next few months. As far as the tuberculosis is concerned, it seems to be well controlled under treatment. As far as the asbestosis and pneumoconiosis is concerned, the condition is probably not improving.

If he could see the patient again he would be able to give a report as to his present condition. It is his understanding that the applicant is under the care of Dr. Shirey for his tuberculosis and that he was also under treatment in the Veterans' Administration Hospital for tuberculosis. When he left the Veterans' Administration Hospital he was still active for tuberculosis.

As far as the relationship between the tuberculosis and pneumoconiosis, he makes the following observation. Thirty-six per cent of patients with asbestosis become tubercular. Fifty per cent of patients with pneumoconiosis of one type or another become tubercular. There is no such high incidence of tuberculosis in the general population. The average is thirty-seven persons per one hundred thousand people. The high incidence has led many scientific writers to conclude that asbestosis is the precipitating cause of tuberculosis on the theory that it causes a weakness of the individual and of the lungs and makes the lungs more susceptible to the tubercle bacillus. He therefore believes that the tuberculosis was precipitated by the asbestosis and pneumoconiosis.

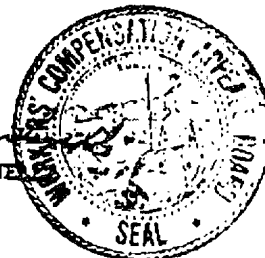
RAYMOND BANGLE, JR., M.D., called by defendants for cross-examination, testified that he is a pathologist and that at the time of undertaking his studies, there was delivered to him the lower right lobe of the lung and biopsy of the upper lobe of the lung and the mediastinal lymph nodes. Microscopic examination indicated asbestosis, pulmonary emphysema, cancer and an inflammatory process going on in the lung. Pulmonary emphysema means an over-distension of the air sacs of the lungs as the result of obstruction in the passageways. The pulmonary emphysema may be the result of the asbestosis and the inflammatory process. Pneumoconiosis is caused by inhalation of asbestos fibers. Pathologic examination indicated some silica -- non-crystalline -- such as diatomaceous earth silica. As far as fiber glass is concerned, laboratory tests with animals has shown that when exposed to fiber glass dust the animals developed pulmonary fibrosis. However, he has not been able to verify these results by any personal investigation made by him.

DISPOSITION:

The matter will stand submitted.

RAM/an

GEORGE A. MARTINEZ
Referee



CASE NO. 57-L.A. 182-835

JAMES WHITCOMB RILEY

vs

JOHNS-MANVILLE, INC..
et al

Referee: George A. Martinelli
Dictated: November 25, 1959

Injury: Beginning Jan.,
1920 through
May 19, 1957.

REPORT OF REFEREE ON FINDINGS & AWARD

Insulator, born October 23, 1899, claims injury to the lungs (pneumoconiosis) due to employment activities for a period of many years. The employment goes back to the year 1920 when the applicant started working for Johns-Manville which at that time was located at Third and Main Streets, Los Angeles. In his work he was subjected to dusts and asbestos fibers.

His employment continued on with various employers between 1921 and 1925 and thereafter, he was employed by Warren and Bailey, Southern Asbestos Magnesia Corporation, Plant Rubber and Asbestos Company, Los Angeles Rubber Company, Marine Engineering Company, Lynch Asbestos Company, Plant Insulation and Thorpe, Armstrong Cork Company, Coast Insulation Company, Totman-Morgan Company and J. T. Thorpe, Inc.

Applicant testified from memory at the hearing and as is usual in this type of case, he was unable to recall all the employers for whom he was employed. His records were obtained from the Social Security Administration and indicate that there are a considerable number of employers who may be responsible for the applicant's disability, but who to date have not been joined. Their liability, however, can always be determined on supplemental proceedings in accordance with the provisions of Labor Code Section 5500.5.

The evidence in this case is quite clear that in the employments listed above, the applicant was subjected to asbestos dust, silica dust and fiberglass dust. The diagnoses have been determined as silicosis, asbestosis and tuberculosis. As to the relationship between the diagnosis and fiberglass dust, the testimony of the doctors is to the effect that in experimental work with animals where the animals were subjected to fiberglass dust, a fibrosis of the lungs developed. It would appear, therefore, that the inhalation of fiberglass dust in this case also added to the disability from which the applicant suffers. On this point, direct attention to the case of Fireman's Fund Indemnity Co. v. I.A.C., 14 CCC, 151 where the court said: "Although there is no direct proof that the dust was silica-bearing, since no such proof is available, the inference from (the applicant's) reaction that it was cannot be held unreasonable."

As noted previously, all of the employers who may have liability have not been joined, and the evidence is inadequate at this time to determine a fair apportionment of the liability. We are compelled under the decisions recently issued, particularly in the case of Subsequent Injuries Fund v. I.A.C., 22 CCC, Page 100, and the provisions of Labor Code Section 5500.5 to issue a joint and several Award against the employers and carriers who have appeared. The court in the above case said that the employee can look to any one of his employers in the original proceedings and it would thus appear to be more in keeping with the general intent of section 5500.5 for the commission to make its initial determination

solely between the employee and one or more employers (or carriers) then available, leaving to supplemental proceedings, the ultimate apportionment as among the several employers.

We therefore find from the evidence that the employers above named and the insurance carriers for the employers are jointly and severally liable for the applicant's disability which consists of a pneumoconiosis and more specifically, asbestosis, silicosis and a complicating tuberculosis.

The applicant became disabled because of his pneumoconiosis on May 19, 1957 which is the date of injury under the occupational disease statute.

The application was filed on May 23, 1957 and it is quite clear, therefore, that the claim is not barred by the Statute of Limitations.

The applicant has been continuously totally disabled since that time. After the action was filed and in order to obtain a proper diagnosis, the Independent Medical Examiner was authorized to operate on the applicant. It was impossible to perform a biopsy without removal of the lung because of a cancerous condition of the lung. The lower lobe of the right lung was removed. The applicant is convalescing from this condition. Medical opinion inclines to the view that the incident of carcinoma is much more prevalent in patients suffering from pneumoconiosis than people at large. The doctors who testified were inclined to this view, and the same fact is mentioned in the report of Dr. John H. Urabec, dated October 6, 1959.

As far as the disability from the surgery is concerned, the applicant will be employable within a very short period of time.

It is too soon at this time to determine the permanent disability resulting from the industrial exposure and we are reserving jurisdiction to rate for permanent disability.

Earnings from the evidence are clearly maximum.

The applicant is entitled to be reimbursed for his self-procured medical treatment to cure or relieve from the effects of the injury. Notice of the injury was given by the filing of the application upon those employers and carriers responding to these proceedings. However, in all events, under the case of Simmons v. I.A.C., 21 300, Page 10, we find there was no neglect by applicant in demanding of the various employers medical attention at the time when he did not truly know what his disability was.

The Veterans Administration Hospital has filed a lien for the sum of \$2,685.60 for treatment rendered at their facilities and among said reimbursement, this item should be paid directly to the Veterans Administration Hospital.

There is a lien on file in the sum of \$105.00 by Dr. C. Lawrence Lawter. However, Dr. De Lawter was the anesthesiologist at the time the lower lobe of the right lung was removed and the bill also indicates that copies were served upon the defendants. It is assumed that this bill has been or will be paid in accordance with the defendants' prior authorization, and the finding of medical reimbursement will allow Dr. De Lawter the sum of \$105.00. Lien to Dr. De Lawter is denied.

Applicant has incurred obligations for medical treatment and medical reports in the sum of \$481.00, \$331.00 of this amount is for treatment. The sum of \$150.00 for medical report which is payable directly to Dr. Shirey is reimbursement under Section 4600 since said report assists the applicant in establishing his

claim. The bill for treatment by Dr. Shirey does not appear to be a final bill.

Founders Insurance Company has paid the applicant the sum of \$1040.00 as disability indemnity for a period of 26 weeks at the rate of \$40.00 per week beginning May 27, 1957 and it is entitled to a lien for this amount. It has also paid to the applicant the sum of \$120.00 for hospital allowance, but under the recent case of Fireman's Fund v. I.A.C., 24 CCC, Page 109, it is not entitled to a lien for this amount.

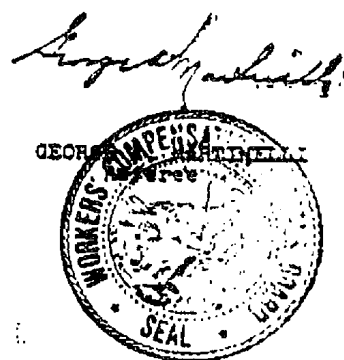
We are granting the applicant such further medical and/or surgical treatment as may reasonably be required to cure or relieve from the effects of the injury.

Pursuant to stipulation of the parties, Phoenix Indemnity Company is entitled to be dismissed.

Applicant's attorneys are entitled to a lien against unpaid compensation for the reasonable value of their services in the sum of \$750.00.

Findings and Award, Order Denying Lien Claim and Order Dismissing Party Defendant are submitted herewith in accordance with the above discussion.

GAM:NN



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

JAMES WHITCOMB RILEY,

Applicant

vs.

JOHNS MANVILLE, INC., et al

Defendants

No. 57 LA 182-835

MINUTES OF HEARING
(FURTHER)

LOS ANGELES OFFICE
INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA

FILED NOV 17 1959

WILLIAM KAPLAN
ASST. SECRETARY

Place and Time: 501 State Bldg., Los Angeles November 16, 1959 9:00 a.m.

Referee: GEORGE A. MARTINELLI
Reporter: Ann Harney

Appearances:

Hays & McLaughlin by John F. McLaughlin, attorneys for applicant

Herlihy & Herlihy by Kennis T. Jones, attorneys for Argonaut Insurance Company, Industrial Indemnity Co., Fireman's Fund Indemnity Co., Phoenix Indemnity Co., Aetna Casualty & Surety Co., and Employers Liability Assurance Company.

Clepton & Penny by Robert Wreishner, attorneys for Pacific Employers Ins. Co.

Spray, Gould & Bowers by Maurice W. Bralley, Jr., attorneys for Guarantee Insurance Co.

Joseph Bilczak, representative for The Travelers

F. E. Carignan, representative for American Motor

Weingand & Tipton, attorneys for Associated Indemnity Company, Claude Weingand appearing.

WITNESSES:

Lyman A. Brewer, III, M.D.
Raymond Bangle, Jr., M.D.

EXHIBITS:

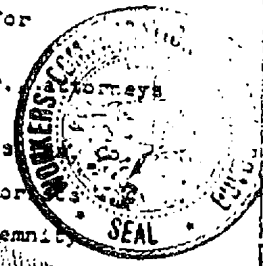
Defendant's Exhibit B - Report of John H. Urabec, M.D.,
Oct. 5, 1959

UPON STIPULATION of the parties PHOENIX INDEMNITY COMPANY is dismissed. Order of dismissal to issue.

DISPOSITION:

The matter will stand submitted.

BK 151-2



9'

EXACT ADDRESS
NECESSARY

HERLIHY & HERLIHY

ATTORNEYS AT LAW OCT 13 AM 9 29
SUITE 210 FOUR CENTRAL BUILDING
410 WEST 6TH STREET
LOS ANGELES 14, CALIFORNIA
TELEPHONE MADISON 7-4511
LONG BEACH OFFICE
OCEAN CENTER BUILDING
190 WEST OCEAN BLVD.
LONG BEACH 2, CALIFORNIA
TELEPHONE HEMLOCK 5-1400

October 12, 1959

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Attention: Referee George A. Martinelli

Re: James Whitcomb Riley vs. Johns-Manville, et al.
IAC Case No. 57 LA 182-835

Gentlemen:

Enclosed please find medical report filed at this time on behalf of the defendants by Dr. John M. Urabe, M. D., dated October 5, 1959. This medical report is being filed in compliance with the rules and regulations of the Industrial Accident Commission.

Very truly yours,

HERLIHY & HERLIHY

By *Kennis T. Jones*
Kennis T. Jones

KTJ:cc
Enclosure

cc: Hayes & McLaughlin, Attorneys at Law
Spray, Gould & Bowers, Attorneys at Law
Joseph Bilonak, Hearing Representative, Travelers Insurance Co.
F. N. Carignan, Esq., American Motorists Insurance Co.
Clifton & Perry, Attorneys at Law



REGINALD H. SMART, M.D.
JOSEPH F. BOYLE, M.D.
JOHN R. SHIREY, M.D.
1120 WEST SIXTH STREET
LOS ANGELES 17, CALIF.

Hays & McLaughlin
Attorneys at Law
6331 Hollywood Boulevard
Los Angeles 28, California

May 5, 1959

TO PROFESSIONAL SERVICES Re: James Whitcomb Riley

June 27, 1957	Initial physical examination, complete medical history, chest fluoroscopic-x-ray examination, hemoglobin, white blood count, differential, sedimentation rate and hematocrit	\$ 50.00
	2 skin tests	10.00
	X-rays (5 chest views)	40.00
June 29, 1957	Office visit, skin test readings and report	5.00
July 2, 1957	Gastric lavage	10.00
Sept. 22, 1957	Review of file, films and written report to Attorney Wm. T. Hays	25.00
Oct. 2, 1957	Consultation	10.00
	c/lwd	\$150.00



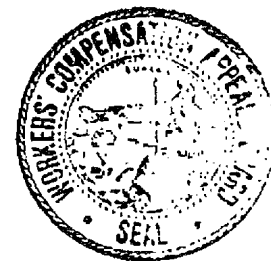
REGINALD H. SMART, M.D.
 JOSEPH F. SOYLE, M.D.
 JOHN K. SHIRLEY, M.D.
 1124 WEST SIXTH STREET
 LOS ANGELES 17, CALIF

Page 2.

Re: James Whitcomb Riley

TO PROFESSIONAL SERVICES

Jan. 20, 1958	Re-check examination	b/fwd	\$150.00
	Chest fluoroscopic-x-ray examination		10.00
	X-rays (3 views)		7.50
	Hemoglobin, white blood count and differential		25.00
	Sedimentation rate and hematocrit		5.00
Jan. 27, 1958	Consultation, hemoglobin and hematocrit		5.00
Jan. 29, 1958	Gastric lavage		10.00
	Stool examination		10.00
Feb. 26, 1958	Re-check examination		5.00
	Chest fluoroscopy		10.00
	Hemoglobin, white blood count and differential		5.00
	Sedimentation rate and hematocrit		5.00
	Electrocardiogram		15.00
	X-rays (2 chest views)		15.00
		c/fwd	\$252.50

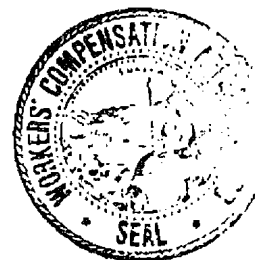


REGINALD H. SMART, M.D.
JOSEPH F. SOYLE, M.D.
JOHN K. SHIREY, M.D.
1126 WEST SIXTH STREET
LOS ANGELES 17, CALIF

Page 3.

Re: James Whitcomb Riley

PROFESSIONAL SERVICES	b/fud	\$282.50
Mar. 4, 1958	2 notorizations	1.00
Apr. 17, 1958	Gastric lavage	10.00
May 16, 1958	Recheck examination	10.00
	Chest fluoroscopic x-ray examination	7.50
	Chest films (2 views)	15.00
July 3, 1958	Court hearing (Dr. John K. Shirey) 3 hrs.	50.00
Jan. 16, 1959	Recheck examination, chest fluoroscopy, maximal breathing capacity, chest films (3 views)	50.00
Jan. 30, 1959	Gastric lavage	10.00
Feb. 19, 1959	Chest fluoroscopic x-ray examination	7.50
	Chest films (3 views)	25.00
May -, 1959	Review of file, films, and written report to Attorney W. T. Hays	13.50
		<u>\$431.00</u>



REGINALD H. SMART M.D.
JOSEPH. BOYLE M.D.
JOHN. HIRLEY M.D.
MEDICAL OFFICE BUILDING
1120 WEST SIXTH STREET
LOS ANGELES 17
MADISON 5-1627

May 4, 1959

Hays & McLaughlin
Attorneys at Law
6331 Hollywood Boulevard
Los Angeles 28, California

Re: James Whitcomb Riley

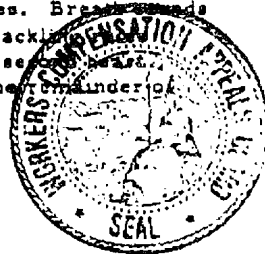
Gentlemen:

I am writing at the request of Mr. Riley regarding his present medical status and of my opinion regarding certain recommendations which have been made in his case by independent medical examiners.

To briefly summarize Mr. Riley's course since my last report of September 19, 1957, the following comments are offered:

He left the Veterans Administration Hospital at Long Beach, California on January 13, 1958, after a period of six months hospitalization. A final report from the Veterans Administration Hospital signed by Doctor M. Shapiro describes their findings of multiple positive sputum cultures for photochromogenic Mycobacteria. Mr. Riley was treated, during hospitalization, with INH, 300 mg. daily and Pyrazinamide, 3 gms. daily.

Mr. Riley was next examined in this office on January 20, 1958, at which time he stated that he felt fairly well on limited activity but tired very easily. He had had a recent respiratory infection which was improving. He continued to have exertional dyspnea, mild cough and minimal expectoration of white sputum. He stated that during hospitalization, Pyrazinamide had produced considerable nausea and heart burn. On physical examination, his weight was 132 pounds (a gain of 3 pounds), temperature 98.4 degrees, pulse 88 per minute and respiration 24 per minute. Blood pressure was 116/70. Examination of the chest revealed slight lag over the right upper posterior chest. Lungs were hyperresonant over the upper lobes with slight decrease in resonance at the bases. Breath sounds were somewhat bronchial in the lung bases and crisp, crackles were present at all lung bases as before. The pulmonic second heart sound was louder than the aortic second heart sound. The remainder of



May 6, 1959

examination was normal. On fluoroscopy, a density was again noted at the right apex and sub-apex and increased markings were seen in the lung bases. The diaphragms moved 4 cm. and equally. The diaphragmatic contour appeared flat in the lateral projection and the right ventricle was slightly prominent.

At this time, Mr. Riley was advised to discontinue Pyrazinamide in view of the unfavorable symptoms while on this drug. It was recommended that he start Dihydrostreptomycin injections 1 gm. twice weekly and continue INH, 300 mg. daily.

Mr. Riley was again seen on February 26, 1958, May 16, 1958, January 16, 1959 and February 19, 1959. These examinations revealed only minimal changes in Mr. Riley's clinical status until February 19, 1959, at which time chest fluoroscopy revealed the presence of a roughly round density in the right lung base just above the costophrenic angle. Further x-ray studies were planned at that time and are described in the attached x-ray reports. You will also find enclosed the summary of laboratory data obtained since our last written report of September 19, 1957. You will note that the gastric lavage of January 29, 1958, yielded a positive culture of photochromogenic acid-fast bacilli but that the specimens of April 17, 1958 and January 30, 1959 were negative. In addition, the x-ray report of January 16, 1959 describes the occurrence of a new density at the right base which appeared to have increased slightly on the films of February 19, 1959. It is also noteworthy that pulmonary function has deteriorated somewhat compared with the studies performed in the U.S.C. Cardio-respiratory Laboratory by Doctor Hurley L. Motley on July 8, 1957. On January 16, 1959, we found the vital capacity to be 73% of normal, timed vital capacity 70% of normal and the maximal breathing capacity significantly reduced to 61% of normal.

Our diagnoses remain: (1) Pulmonary fibrosis exhibiting the characteristic features of asbestosis with probable associated effects from the inhalation of silica, magnesium, fiberglass, foam glass, rock wool and diatomaceous earth. (2) Pulmonary emphysema of mild to moderate severity, secondary to pulmonary fibrosis. (3) Pulmonary inflammatory disease involving the apex and sub-apex of the right lung due to a photochromogenic acid-fast bacillus which has been designated *Mycobacterium kansasii*. A significant new development has occurred, revealed by serial x-ray films to be a new density in the right lung base. The etiologic nature of this change remains obscure, however, certain possibilities are to be considered. Among these are: (a) Superimposition of fibrotic lesions due to pneumoconiosis resulting from the inhalation of asbestos fibers, etc. (b) Accumulations of fibrous tissue often occur in progressive disease at the periphery of the lungs and particularly beneath the pleura.



May 4, 1959

membrane of the lungs. (b) It is also possible that this new density represents a spread of the infection which has been present in the right apex. The negative bacteriologic studies of April 17, 1958 and January 30, 1959, speak against this explanation; however, in the presence of an infection as indolent as this one has been, those two negative results are inconclusive and do not entirely exclude this possibility. (c) It is theoretically possible that a complicating unrelated infection in the lung could account for the new density seen on recent films; however, the absence of obvious signs of sepsis such as fever, increased cough, purulent sputum and debility are strong points against this possibility. (d) The most serious possibility to be considered is that of lung cancer. It has been established that lung cancer is a not uncommon complication of pneumoconiosis due to asbestos inhalation. It has been reported that carcinomatous nodules occur in those portions of the lung most affected by the pneumoconiosis.¹ This would be consistent with the location of this new density seen on Mr. Riley's latest films. It is also recognized that lung cancer is a specific industrial hazard of asbestos workers.² Therefore, because of the occurrence of a new density on Mr. Riley's recent chest films in the area where the pneumoconiosis is most dense, the possibility of lung cancer compels serious consideration and studies to establish its presence or absence are indicated.

Mr. Riley informs us that there has as yet been no official recognition of his pulmonary disease as being of industrial origin. It is difficult to understand how there could be any reasonable opposition to the acceptance of industrial origin for this man's chest disease. To briefly review the evidence, Mr. Riley was exposed for approximately 35 years to heat insulating materials; the details of which were fully discussed in our report of September 19, 1957. Asbestos dust was frequently encountered during this exposure. There was no other history of toxic dust exposure. The x-ray films show pulmonary fibrosis of a pattern which is more suggestive of asbestosis than any other entity. Asbestos bodies have been recovered from the sputum.

Regarding the question of exposure, the original classical descriptions of pneumoconiosis due to the inhalation of asbestos particles refer to those individuals who were employed in the manufacturing plants. Thus, the classical descriptions are based on episodes of pure exposure. However, asbestosis has also been described among persons employed in the insulation industry; one such case involved an exposure of only five years duration by an individual whose work consisted of covering pipes with asbestos insulation, the dust hazard in that instance being produced by sawing and fitting the covering.³ The similarity to Mr. Riley's case is striking, especially considering that the duration of exposure was only one-third that of Mr. Riley's.



Re: James W. Riley

-4-

May 4, 1959

Mr. Riley reports that an independent medical examiner has recommended a lung biopsy. There are several considerations involved in this proposal. If a lung biopsy is to be done, it should be done in an area of maximal lung involvement, i.e., the lower portions of the lungs. It should be done on the right side since it is possible that Mr. Riley may later require extensive surgery on that side and it would be unwise to jeopardize the status of the lesser involved left lung unnecessarily. In addition, it may be desirable that if the right chest is to be entered surgically, the diseased portion of the apex of the right lung should be removed. On the other hand, if a lung cancer is present in the lower portion of the right lung, this would greatly modify any surgical considerations involving the right apex.

In view of all these considerations, the following course is recommended: Mr. Riley should have a right thoracotomy performed by a competent thoracic surgeon. If a carcinoma is present in the right lower lung, then the lower lobe should be resected if surgically feasible, leaving the upper lobe undisturbed. This would not only remove the tumor but also provide adequate tissue for diagnostic study to establish the presence or absence of pneumoconiosis. If a right thoracotomy reveals the absence of carcinoma in the lower portion of the lung, then the diseased portion of the upper lobe could be resected and an adequate biopsy of the involved portion of the lower lung field could be obtained simultaneously for tissue study for pneumoconiosis.

The performance of a simple lung biopsy without removing other diseased tissue is not recommended since this would accomplish nothing therapeutically and represents an unnecessary and potentially hazardous surgical procedure designed to prove a situation which is already clinically obvious.

Our immediate recommendations are that Mr. Riley have sputum studies for malignant tumor cells and planigrams of the right lung base to better define the nature and characteristics of the new density described in the attached x-ray reports. He should continue to receive Streptomycin and Isoniazid in the present dosage schedule and should not exceed his present level of restricted activity. He is totally disabled for the performance of any work at this time.

Yours very truly,

John K. Shirey
John K. Shirey, M.D.

JKS:kl
enc.



DO NOT WRITE IN THIS SPACE

OCT 27 1939 ENTERED IN DOCKET

By dict

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

Notice and Request for Allowance of Lien

San Francisco Office
343 Mission Street
San Francisco 3
Sacramento Office
431 "J" Street
Sacramento
Fresno Office
412 Helm Building
1111 Fulton Street
Fresno 21

Los Angeles Office
301 State Building
Los Angeles 12
Long Beach Office
Room 214
Jorgensen Trust Building
190 E. Ocean Boulevard
Long Beach 2
San Diego Office
1521 Fourth Avenue
San Diego 1

CLAIM No. 37 LA 182-533

<u>C. Pierre De Lawter, M. D.</u> M.D. CHAIRMAN	<u>1533 Wilshire Blvd., Los Angeles 17, Calif.</u> ADDRESS
<u>James Whitcomb Riley</u> EMPLOYEE	<u>347 W. 42nd Street, Los Angeles 37, Calif.</u> ADDRESS
<u>J. T. Thorp Insulation Co.</u> EMPLOYEE	<u>2731 So. Yates, East Los Angeles, Calif.</u> ADDRESS
<u>Firemans Fund Insurance</u> INSURANCE CARRIER	<u>3440 Wilshire Blvd., Los Angeles, Calif.</u> ADDRESS

The undersigned hereby requests the Industrial Accident Commission to determine and allow as a lien the sum of One Hundred Five Dollars (\$105.00) against any amount now due or which may hereafter become payable as compensation to Mr. James Whitcomb Riley on account of injury sustained by him as EMPLOYEE

This request and claim for lien is for: (Cross out parts not applicable)

- (1) The reasonable expense incurred by or on behalf of said employee for medical treatment to cure effects of said injury; or
- (2) The reasonable value of living expenses of said employee or of his dependents, subsequent to injury; or
- (3) The reasonable living expenses of the wife or minor children, or both, of said employee, subsequent to the date of injury, where such employee has deserted or is neglecting his family; or

The undersigned declares that he delivered or mailed a copy of this lien claim to each of the following named parties on

October 26, 1939
DATE

C. Pierre De Lawter, M. D.
C. Pierre De Lawter, M. D.



EMPLOYER'S CONSENT TO ALLOWANCE OF LIEN

I consent to the requested allowance of a lien against my compensation.

ATTORNEY FOR EMPLOYEE

FRANK S. COLLEY, M.D.
LYMAN A. BREWER, III, M.D.
EDWARD L. KING, M.D.
SUNSHINE 7-8848

2048 WILSHIRE BOULEVARD
LOS ANGELES 27, CALIFORNIA

October 16, 1959

Mr. George A. Martinelli, Referee
State of California Industrial Accident Commission
State Building
Los Angeles 12, California

Re: James Whitcomb Riley
No: 57 LA 182-835
Conference: 10/15/59

Dear Mr. Martinelli:

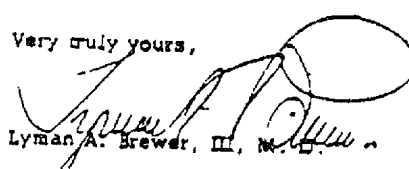
The above patient was examined in our office on 8/13/59. This report has been delayed because of my absence from the city. At that time he was found to be feeling subjectively better. The wound has healed well. There is a minimum amount of pain about the incision.

Examination of the chest: Breath sounds come through much better on the right. No rales nor adventitious sounds were heard. He seems to be making steady improvement.

This report is considerably out of date. We understand the hearing was being set for next month and believe that he is coming in for an examination in the near future which will be more timely.

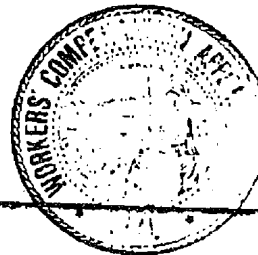
LAB:d

Very truly yours,


Lyman A. Brewer, III, M.D.

RECEIVED: 10-22-59 nm:

ays and McLaughlin, 6331 Hollywood Blvd, L A
-rilyn and H. Rilyn, 412 W. 6th St, L A 14
lopton and Penny, 636 S. Spring St, L A
erry, Gould and Bowers, 1071 Wilshire Blvd, L A
E Carlsman, American Motorcycles Inc Co 3305 Wilshire, L A
Joseph Blumack, The Travelers Inc 701 W. 6th St, L A
A. Lavery, Accredited Insurance Corp 111 W. 6th St, L A
V. McInerney, A. and C. Insurance Co 330 S. Spring St, L A 14



BEFORE THE
INDUSTRIAL ACCIDENT COMMISSION
OF THE
STATE OF CALIFORNIA

JAMES WHITCOMB RILEY

vs.

JOHN MANVILLE INC., et al

Applicant—

Defendant—B

Case No. 57 LA 182-835

Notice of Time
and Place of

Further Hearing

CROSS EXAM. OF MRS.
BREMER AND BANGLE AT
DEPENDANTS REQUEST.

LOS ANGELES DEPARTMENT
INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA

FILED OCT 5 - 1959 - DEP

WILLIAM KAPLAN
AGST. SECRETARY

NOTICE TO ALL PARTIES

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

501 STATE BUILDING, 217 W. FIRST STREET

LOS ANGELES, CALIFORNIA

NOVEMBER 16, 1959

9:00 A.M. HALF DAY

Dated at: Los Angeles

10-5-59

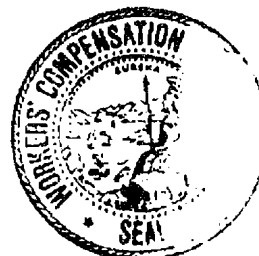
INDUSTRIAL ACCIDENT COMMISSION

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON:

Parties listed on attached sheet.

pb



Parties served:

James Whitcomb Riley, 447 W. 42 St., LA 37
 Wm. T. Hays, 6331 Hollywood Blvd., LA 28
 Founders Ins. Co., 727 W. 7 St., LA 17
 Veterans Adminst. Hospital, 5701 Bellflower Blvd., L B
 J. T. Thorpe Gev. Inc., 929 E. 2 St., LA
 Johns-Manville Inc., 2960 Leonis St., Vernon
 Johns-Manville Inc., Lompoc, Calif.
 Southern Asbestos & Magnesia Corp., 1701 N. Main St. LA
 Warren & Bailey, Address Unknown
 Asbestos Co. of Calif., Address Unknown
 Plant Rubber & Asbestos Co., c/o Plant Insulation Co., 2741 S. Yates, LA
 Los Angeles Rubber Co., Address Unknown
 Marine Engineering Co., 5933 Telegraph Rd., LA
 Fiberglass Engineering & Supply Co., 5933 Telegraph Rd., LA
 Lynch Asbestos Co., 2939 So. Sunol Dr., LA
 Robert C. Lynch, dba Lynch Asbestos Co., 2939 S. Sunol Dr., LA
 Plant Insulation Co., 2741 S. Yates Ave., LA
 Owens-Corning Fiberglass, Pacific Coast Div., Santa Clara, Calif.
 Coast Insulation Products, 2316 San Fernando Blvd., LA
 Armstrong Cork Co., 1206 Maple Ave., LA
 Armstrong Cork Co., 5037 Patara St., So. Gate
 Totman-Morgan, Chicago, Ill.
 Amer. Motorists Ins. Co., 3545 Wilshire Blvd., LA
 Travelers Ins. Co. 515 W. 6 St., LA 14
 Assoc. Indem. Corp., Box 2133 LA 54
 Phoenix Indem. Co., 3750 W. 6 St., LA
 Fireman's Fund Indem. Co. 3441 Wilshire Blvd., LA
 Aetna Cas. & Surety Co., 815 S. Spring St., LA
 Indust. Indem. Co. Box 2252 LA 54
 Zurich Ins. Co. 4465 Wilshire Blvd., LA
 Guarantee Ins. Co. Box 2887 LA 54
 Argonaut Ins. Co., 1001 Wilshire Blvd., LA
 Pacific Empl. Ins. Co., 1033 S. Hope St., LA 5
 Empl. Lab. Assur. Corp. Ltd. of London, England, 649 S. New Hampshire,
 /L.A.
 Fred E. Carichan, 3545 Wilshire Blvd., LA
 Herlihy & Herlihy, 412 W. 6 St., LA
 Mount-Pendleton & Gillespie, 3440 Wilshire Blvd., -L
 McCartney, Hall & Ryan, 639 S. Spring St., LA
 Spray, Gould & Bowers, 1671 Wilshire Blvd., LA 17
 Crompton & Penny, 639 S. Spring St., LA
 Dr. C. Pierre De Lester, M. 1533 Wilshire Blvd., LA 17 10-30-59
 Veterans Adminst. Hospital, 5901 E. 7 St., L B. Att: A.P. Willis



LYMAN A. BREWER, III, M. D.
EDWARD L. KING, M. D.

1010 WILSHIRE BOULEVARD
LOS ANGELES 2, CALIFORNIA
Oct. 5, 1959

Industrial Accident Comm.
State Building
Los Angeles 12, California

RE: James W. Riley
NO: 57 LA 182-035

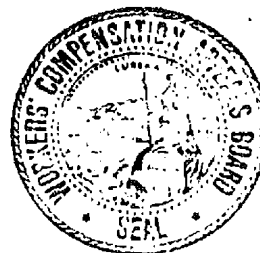
FOR PROFESSIONAL SERVICES

7/28/59	Office visit	\$ 5.00
	Chest x-ray	7.00
8/11/59	Office visit	5.00
	Chest x-ray	7.00
		\$24.00

SERVED: 10-22-59 nn

to all parties (except applicant's atty) listed
on 10-18-59 report of Dr Brewer

RECEIVED PAYMENT



22 mat.
(was set for
6-18-59)

INDUSTRIAL ACCIDENT COMMISSION - LOS ANGELES

SEP 22 AM 9 03

CLOPTON & PENNY
Attorneys at Law
639 South Spring Street
Los Angeles 14, California
Madison 7-1566

EXHIBIT CASE NO. REFERENCE

INDUSTRIAL ACCIDENT COMMISSION - Los Angeles

RE: James W. Riley vs. Johns-Manville, et al

Case No. 57 LA 182-835

Our File # 15726 and 1

Gentlemen:

Your attention is respectfully invited to the following:

- () Attached please find duly executed Compromise & Release for your approval.
- (X) Request is hereby made for further hearing to permit cross examination of Lyman A. Brewster, M.D. & Raymond Bangle, M.D. and presentation of rebuttal evidence.
- () Please enter our appearance as attorneys for
- () The parties request that you withhold further action herein pending the filing of a Compromise and Release Agreement.
- () Attached for filing herein are:



RCW:kb
Copies sent to:
Hays & McLaughlin
Pac. Emp. L.A.
71-C-43706 & 43707
September 21, 1959

Very truly yours,

CLOPTON & PENNY

By: Robert C. Weissner
ROBERT C. WEISSNER

RECEIVED
INDUSTRIAL ACCIDENT
COMMISSION LOS ANGELES

SEP 22 AM 9 00

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
Claim No. 57 LA 182-835

JAMES WHITCOMB RILEY,

Applicant

vs.

JOHN S. MANVILLE, et al.,

Defendants

REQUEST FOR FURTHER HEARING

COME NOW the defendants in the above entitled matter,
and request this matter to be set down for further hearing for
the purpose of cross-examining Dr. Lyman A. Brewer
on his report of July 30, 1959, and
of presenting rebuttal and other evidence.

Dated this 21st day of September, 1959.

Respectfully submitted,

HERLINY & HERLINY

By *Thomas Jones*
Attorneys for Defendants

KTS:cc

cc: Hays and McLaughlin, Attorneys at Law
6331 Hollywood Boulevard, Los Angeles 28, California



CLAIM NO. L.A. 57-L.A. 182-835

Defendants

ORDER ADMITTING
DOCUMENTARY EVIDENCE
and
NOTICE OF INTENTION TO
SUBMIT

Hays & McLaughlin, 5331 Hollywood Blvd, L A 28
 M. A. Lavoie, Associated Indemnity Corp, 111 W. 7th St, L A
 P. E. Carignan, American Motorists Ins Co 3545 Wilshire, L A
 Joseph Bilczak, The Travelers Ins Co 510 W. 6th St, L A
 Spray, Gould and Bowers, 1571 Wilshire Blvd, L A 17
 Clepton and Penny, 639 S Spring St, L A 14
 Morling and Morling, 412 W. 6th St, L A 14
 H. V. McInerney, Aetna Casualty & Surety Co 310 S Spring St, L A 14

The Hospital of the Good Samaritan

SURGICAL PATHOLOGY REPORT

Surg Path No. B 3578-59

Name of Patient RILEY, MR. JAMES (WHITCOMB)

Adm. No.

Room No. 413

Date

7-13-59

Attending Doctor L. Brewer, M.D. & K. Shirley, M.D.

"RLL biopsy globe; posterior lateral nerve; biopsy of rt. upper lobe"

Specimen, representing basal segmental resection of lower lobe of right lung, consists of portion of lobe of lung weighing approximately 95 grams. The visceral pleura, for the most part, is smooth and glistening. However, in one location, the visceral pleura is somewhat depressed, thickened by white or pale pink opaque tissue, this zone measuring 2.2 x 1.8 cm. in maximal surface dimension. Beneath the thickened pleura and extending into the basal segment deeply is a poorly defined tumor measuring 4.4 x 3.5 x 3.2 cm. in overall maximal dimension, the tumor being uncharacterized grossly, by firm, white or faintly gray glistening tissue with chalky streaks, with variable amount of anthracotic pigmentation and with foci of cystic necrosis. Two blocks of this tumor were taken for frozen section purpose. Frozen section diagnosis reported as large cell undifferentiated carcinoma with possibility of spindle cell variant or sarcoma or pneumoconiosis in association with carcinoma. The small amount of pulmonary parenchyma surrounding the tumor grossly appears to be involved by inflammatory-type process, with perhaps mild dilatation of smaller branches of the basal segmental bronchi.

The second specimen consists of the remainder of the lower lobe of right lung together with lobar bronchus, the specimen weighing 170 grams. The visceral pleura is partially smooth, glistening and nonthickened and partially thickened by opaque fibrous-like tissue. Close to or at the line of resection of the above specimen there is subpleural induration possibly representing small amount of residual tumor. Elsewhere in this right lower lobe there is rather extensive pulmonary emphysematous alteration most conspicuous in a subpleural location where the emphysematous blebs measure up to 5 mm. in maximal dimension. The emphysema not infrequently is associated with areas of delicate induration, as though in the form of irregular or linear fibrosis, with or without variable anthracotic pigmentation. Large nodular areas of fibrosis are not evident, neither are nodular caseous or caseo-calcific structures. The segmental bronchi and their branches possess a somewhat thickened wall and contain a variable amount of mucoid material, but bronchiectasis is not observed. The branches of the pulmonary arteries possess excess atherosclerotic involvement, with

SIGNATURES: Hays and Melamed; H. H. Hays and H. H. Hays, Creighton and Hays; H. H. Hays and H. H. Hays, P. H. Hays; Joseph B. Hays; H. A. Hays, Associated Industries Corp. and H. V. Melamed, Acme Co., & Shirley Co.



SALES ADDRESS
MEMORANDUM

HERLIHY & HERLIHY PM 4 09

ATTORNEYS AT LAW
SUITE 212 FINE CENTRAL BUILDING
212 WEST 10TH STREET
LOS ANGELES 14, CALIFORNIA
TELEPHONE MADISON 7-1111

LONG BEACH OFFICE
DEAN CENTER BUILDING
THE WEST OCEAN BLVD.
LONG BEACH 1, CALIFORNIA
TELEPHONE HERALD 2-1022

August 25, 1959

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Attention: George A. Martinelli, Referee

Re: James Whitcomb Riley vs. Johns-Manville, et al.
IAC Claim No. 57 LA 182-835

Dear Sirs:

We are now in receipt of the independent medical examiner's report by Dr. Brewer, and your accompanying letter.

It is our understanding that the Industrial Accident Commission plans no further action, nor does it plan to limit requests for further action until such time as the further reports, as indicated by Dr. Brewer, are forthcoming.

However, in order to protect the record at this time the defendants desire to notify all parties that they are not waiving their rights to cross-examine Dr. Brewer, and/or any other doctors reporting under the auspices of Dr. Brewer, concerning this case.

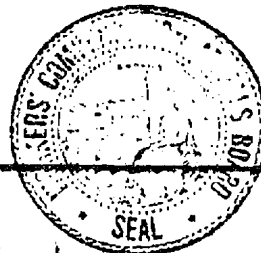
Very truly yours,

HERLIHY & HERLIHY

By *Kenneth T. Jones*
Kenneth T. Jones

KTW:cc

cc: Hayes & McLaughlin, Attorneys at Law
Spray, Gould & Bowers, Attorneys at Law
Joseph Bilchak, Hearing Representative, Travelers Insurance Co.
F. E. Carignan, Esq., American Motorists Insurance Co.
Clifton & Penny, Attorneys at Law



August 20, 1958

Industrial Indemnity Company
Box 2252, Los 54, California

The Aetna Casualty and Surety Company
810 South Spring Street, Los Angeles 14, Calif.

Employers' Liability Assurance Company
639 South New Hampshire, Los Angeles, Calif.

Gentlemen:

RE: JAMES WHITCOMB RILEY vs. JONES-MARTINELLI, et al
L.A. 182-835

We have been requested to serve upon you bills in connection with the applicant's surgery. We are sorry we do not have enough copies of the bills, but the originals may be reviewed at this office if you desire to do so.

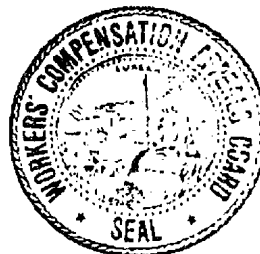
We are therefore sending you a copy of our letter of August 5, 1959 addressed to the other defendants in this case.

Yours very truly,

Enc.
GAM:MM

GEORGE A. MARTINELLI, Referee

cc: Herlihy and Herlihy, Attorneys
Attn: Kennis T. Jones
412 W. 6th St., L.A. 14



5-22 mart
KARLE ADDRESS
HERLIHY

HERLIHY & HERLIHY

ATTORNEYS AT LAW
SUITE 610 PIONEER CENTRAL BUILDING
414 WEST 5TH STREET
LOS ANGELES 14, CALIFORNIA
TELEPHONE MADISON 7-0011

Aug 20 1959
AND FILE
EXHIBIT
LOS ANGELES, CALIFORNIA
TELEPHONE MADISON 7-1000

August 18, 1959

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Attention: George A. Martinelli, Referee

Re: James Whitcomb Riley vs. Johns-Manville, et al.
IAC 57 LA 182-835

Dear Sirs:

We are now in receipt of part of the independent medical examiner's bill concerning the recent biopsy and operation. The bills which this firm has received are directed to the Fireman's Fund Indemnity Company, the Argonaut Insurance Company, and the Phoenix Indemnity Company.

As you are probably aware, we also represent the Industrial Indemnity Company, the Aetna Casualty and Surety Company, and the Employers' Liability Assurance Company. If these companies have not as yet been billed, we would appreciate their bills being forwarded to this firm. If they have been sent, for some reason, directly to those companies, please let us know.

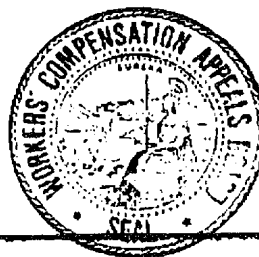
Very truly yours,

HERLIHY & HERLIHY

By

Kernis T. Jones
Kernis T. Jones

KTS:cc



Kays and McLaughlin, Attorneys
 6331 Hollywood Blvd., L.A. 20
 Morley and Nerlin, Attorneys
 412 W. 6th St., L.A. 14
 Clifton and Penny, Attorneys
 639 S. Spring St., L.A. 14
 Spray, Gould and Powers, Attorneys
 1871 Wilshire Blvd., L.A. 17
 P. E. Carignan, American Motorists Ins. Co.
 3545 Wilshire Blvd., L.A.
 Joseph Bilchak, The Travelers Ins. Co.
 210 W. 6th St., L.A. 14
 H. V. Maloney, Astma Cas. & Surety Co.
 310 S. Spring St., L.A. 14
 M. A. Lavers, Associated Indemnity Corp.
 111 W. 7th Street, L.A. 14

Gentlemen:

RE: JAMES WHITCOMB RILEY, 57-L.A. 182-815

We hold you herewith the report of Dr. Lyman A. Brewer, Independent
 Medical Examiner, dated July 10, 1959. As soon as the report of
 Dr. Banyle is received, copies will be served upon you.

GARMAN
 Enc.

Yours very truly,

George A. Martinelli
 GEORGE A. MARTINELLI, Referee



August 14, 1959

FRANK S. DOLLEY, M.D.
LYMAN A. SEWELL, III, M.D.
EDWARD L. KING, M.D.

July 30, 1959

JOHN WILSON, M.D.
LOS ANGELES ST. CALIFORNIA

July 30, 1959

George A. Martinelli, Los Angeles Referee
State of California Industrial Accident Commission
State Building
Los Angeles 12, California

Re: James Whitcomb Riley
No: 57 LA 182-835
Conference: 7/27/59

Gentlemen:

On 7/13/59, right lower lobe lobectomy and a subsegmental resection of the right upper lobe was carried out at the Hospital of the Good Samaritan. Copy of the operative report is included. His postoperative course was uneventful, however, he needed to have a pneumoperitoneum established to push up the right diaphragm, which was carried out successfully on two occasions during the postoperative course and which gave adequate expansion of the right lung to fill the right pleural space and permitted his discharge from the hospital on 7/21/59.

He was examined in our office on 7/29/59. The wound is healing well. The breath sounds came through quite well on the right side. There were good breath sounds on the left side. X-ray showed the right lung expanded with a pleural shadow at the right base. We were pleased with his early course.

At surgery we found the shadow of the right lower lobe which was of increased density to be that of a localized squamous cell bronchogenic carcinoma. It was for this reason that the entire right lower lobe was resected along with the lymph nodes, instead of the previously anticipated localized resection for biopsy purposes. With the right lower lobe lobectomy, a subsegmental resection of the most serious appearing lesions in the right upper lobe was permitted. This is a most unusual situation because it could not be diagnosed with certainty that a tumor was present in the right lower lobe, because of the extensive pneumoconiosis and fibrosis of the lung, as shown on the x-ray film. The fact that this one area appeared more dense than the others and seemed to be increasing over the months, and the fact that it could be palpated readily when the chest was opened lead us to the surgical procedure outlined above. Certainly the findings in this case are unusual, yet the undersigned believes that this type of surgical procedure and surgical permission is important for a simple lung biopsy in this case undoubtedly would have lead to a second operation with added risk and possible complications.

SERVED: 5-14-59 to: Hays and McLaughlin; Herlihy and Herlihy;
Cotton and Penny; Spray, Gould and Bowers;
F. E. Carignan; Joseph Bilchak; H. V. McInerney;
M.A. Lovore



FRANK S. COLLEY, M.D.
LYMAN A. BREWER, III, M.D.
EDWARD L. KING, M.D.
SUITE 1-2222

2001 WILSONS BOULEVARD
LOS ANGELES 27, CALIFORNIA

Re: James Whitcomb Riley
page 2-

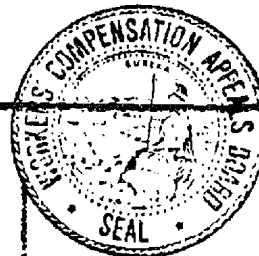
The pathological report has been made by Doctor Raymond Bangle, Jr. (M.D.) of the Hospital of the Good Samaritan. Although he is having further studies made on the pathological material, in an extremely detailed, six paged, single spaced typewritten report he gives the following conclusion: (1) active pneumoconiosis, principle etiologic component being asbestosis; also pneumoconiosis with features resembling diatomaceous earth. Further studies have been ordered by Doctor Bangle to more completely elucidate the irritating substances responsible for the pneumoconiosis although the above diagnoses have been definitely made. (2) Associated mild bronchiectasis and bronchitis. (3) Associated localized epidermoid carcinoma. (4) Pulmonary emphysema, and finally, various pulmonary arterial vascular changes.

Thus the diagnosis of pneumoconiosis has been substantiated by the pathological report with asbestosis and diatomaceous earth as important irritating substances. This process diffusely involves the right lung and from the x-ray findings, the left lung as well. The industrial nature of this disease seems to be clearly proven although more detailed reports from Doctor Bangle will be forthcoming. This is a most unusual case but one, we believe, that has been handled well from the point of view of making the industrial diagnosis, and at the same time for having the best possible operation for the patient. There is the strong conviction of the writer that this should be the aim of all industrial surgery.

LAB:d

Very truly yours,

Lyman A. Brewer, III
Lyman A. Brewer, III, M. D.



59-Hampden Terr
Alhambra Cal



Industrial Accident
Compensation
510- State Building
Los Angeles
Cal

RECEIVED
INDUSTRIAL ACCIDENT
COMMISSION LOS ANGELES

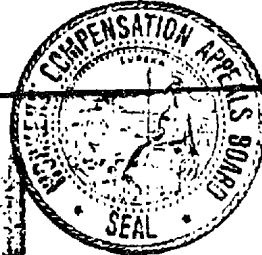
Mr. Martinella

301

Room No. 413 Date July 15 1959
- Riley Mr. James -

FOR PROFESSIONAL SERVICES

From July 12 thru July 15 1959 \$66.00
To Loyce Anderson
Address 59-Hampden Terr. Alhambra
Hours on Duty 3:11 pm
Received Payment Calif. Lic. No. 8300



KURT KORDI
229 S. WENDEN ST.
LOS ANGELES 7, CALIF.



Mr. Martinello
Industrial Accident Commission
510 State Building
Los Angeles 4, Calif.

Report No. 413 Date 7/15 422
19 59
Mr. James H. Martinello Pi. Key
Pro #157 - L.A. - 1572-2325
FOR PROFESSIONAL SERVICES
From 7/15 thru 7/15 19 59 44.67
To Collection of 7 Receipts R.N.
Address 276. 1st St. Los Angeles 5 L A 4
Hours on Duty 2:00 PM - 5:00 PM
Received Payment 55199
Calif. Lic. No. 55199



WHEN MAKING PAYMENT
PLEASE RETURN STUB

STREET 47 JAMES ST. 1913
447 N. 4TH ST.

MEMO	DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE	NUM
		BALANCE FORWARD				
2	APR 18 09	Rooming	• 2.50		• 24.75	
3	APR 18 09	Medicine	• 2.75			
4	APR 18 09	Drugs	• 1.25			
5	APR 19 09	Drugs	• 30.00		• 24.75	
6	APR 19 09	Drugs	• 3.00			
7	APR 19 09	Drugs	• 0.50			
8	APR 19 09	Drugs	• 16.50		• 24.75	
9	APR 20 09	Drugs	• 30.00			
10	APR 20 09	Drugs	• 0.82			
11	APR 20 09	Drugs		• 5.50		
12	APR 20 09	Drugs	• 3.90		• 92.22	
13	APR 20 09	Drugs	• 0.50			
14	APR 20 09	Drugs	• 0.50			
15	APR 20 09	Drugs	• 11.00		• 97.52	
16	APR 20 09	Drugs	• 2.50		• 93.52	
17	APR 20 09	Drugs				
18	APR 20 09	Drugs				
19	APR 20 09	Drugs				
20	APR 20 09	Drugs				
21	APR 20 09	Drugs				
22	APR 20 09	Drugs				
23	APR 20 09	Drugs				
24	APR 20 09	Drugs				

THE HOSPITAL OF THE GOOD SAMARITAN
1000 BROADWAY, NEW YORK CITY
NEW YORK, N.Y.
NEW YORK, N.Y. 10003

ALL SALES TAXES APPLICABLE ARE INCLUDED IN THE AMOUNTS SHOWN
ALL BILLS PAYABLE UPON PRESENTATION OF THIS BILL
THIS BILL IS NOT VALID UNLESS IT IS SIGNED BY THE CASHIER
OF THE HOSPITAL OF THE GOOD SAMARITAN
ALL BILLS ARE VALID FOR 90 DAYS FROM DATE OF ISSUANCE



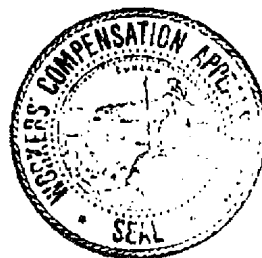
WITH MAKING PAYMENT
INITIAL RETURN STUB

DATE	POSTING DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE	NUMBER
1						
2						
3						
4		BALANCE FORWARD			677.75	
5	4-18	ALCOHOL	20.00			
6	4-18	ALCOHOL	15.00			
7	4-18	ALCOHOL	12.00			
8	4-18	ALCOHOL	6.00			
9	4-18	ALCOHOL	10.00			
10	4-18	ALCOHOL	4.50			
11	4-18	ALCOHOL	2.00			
12	4-18	ALCOHOL	1.50			
13	4-18	ALCOHOL	6.25		77.75	
14	4-18	ALCOHOL	10.00			
15	4-17-59	ALCOHOL	3.00			
16	4-17-59	ALCOHOL	2.50			
17	4-17-59	ALCOHOL	4.50			
18	4-17-59	ALCOHOL	2.50			
19	4-17-59	ALCOHOL	2.00			
20						
21	4-17-59	DRUGS	6.00			
22	4-17-59	DRUGS	14.50			
23	4-17-59	DRUGS	30.00			
24	4-17-59	DRUGS	15.00			

THE HOSPITAL OF THE GOOD SAMARITAN
A NON-PROFIT COMMUNITY HOSPITAL (501)(C)(3)
512 SHATTUCK STREET LOS ANGELES 17, CALIFORNIA
HOSPITAL #1381

ALL SALES TAXES APPLICABLE AT THE TIME OF SALE
ALL SALES TAXES APPLICABLE AT THE TIME OF SALE

This statement is subject to additional charges or credits which may be entered in the accounting department of the time of our next statement. It is not a receipt for cash or other items. It is not a receipt for cash or other items. It is not a receipt for cash or other items.



Industrial Accident Commission
#57-LA-132-835
J. T. Sharp.

1100 17 JAN 68 1100 17
17 17 17 17
17 17 17 17

174. 43 4. 3.

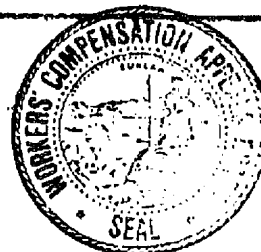
BALANCE FORWARD

[illegible]

2000

APR 23 PM 9 23

41410
50500 50500
105000 155000



117, 3022

BALANCE FORWARD

AR 15-59 LAB RATION	C= 6.00
AR 15-59 LAB RATION	C= 6.00
AR 15-59 T-RAT	B= 16.50
AR 16-59 DAILY RAE	= 30.00
AR 16-59 MEDICINE	= 1.50
AR 16-59 MEDICINE	= 1.00
AR 16-59 MEDICINE	= 0.00
AR 16-59 MEDICINE	= 1.00
AR 16-59 DRUGS	= 4.50
AR 16-59 MEDICINE	A= 2.00
AR 16-59 MEDICINE	= 1.00
AR 16-59 LAB RATION	C= 6.00
AR 17-59 DAILY RAE	= 30.00
AR 17-59 MEDICINE	D= 1.00
AR 17-59 DRUGS	A= 2.00
AR 17-59 MEDICINE	= 0.50
AR 17-59 MEDICINE	= 2.50
AR 17-59 MEDICINE	A= 2.00
AR 17-59 LAB RATION	C= 6.00
AR 17-59 T-RAT	B= 16.50
AR 18-59 DAILY RAE	= 30.00
AR 18-59 DRUGS	= 19.00

• 649.25

• 677.75 / • 677.75

KD=833

KD=833

K1=833

K = 41

K = 833

K = 833

K = 833

K = 833

K = 833

K = 833

K = 833

K = 833

K = 833

K = 833

K = 833

K = 833

K = 833

K = 833

K = 833

KD=833

KD=833

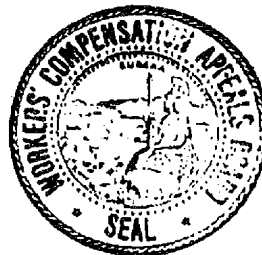
K1=833

K = 41

K = 833

AR 18-59 T-RAT
BALANCE FORWARD

COMMISSION-102 YWOFER
FOUNDED



113 3000

147 42ND ST
L.A. 37 CALIF

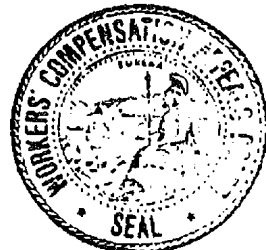
422.25

BALANCE FORWARD

1	AR 14-59	BLOOD	25.00	X 0833
2	AR 14-59	LABORATORY	7.50	XU 0833
3	AR 14-59	BLOOD	25.00	X 0833
4	AR 14-59	LABORATORY	7.50	XU 0833
5	AR 14-59	BLOOD	25.00	X 0833
6	AR 14-59	LABORATORY	7.50	XU 0833
7	AR 14-59	BLOOD	25.00	X 0833
8	AR 14-59	LABORATORY	7.50	XU 0833
9	AR 14-59	BLOOD	25.00	X 0833
10	AR 14-59	LABORATORY	7.50	XU 0833
11	AR 14-59	BLOOD	25.00	X 0833
12	AR 14-59	LABORATORY	7.50	XU 0833
13	AR 14-59	BLOOD	25.00	X 0833
14	AR 14-59	LABORATORY	7.50	XU 0833
15	AR 14-59	BLOOD	25.00	X 0833
16	AR 14-59	LABORATORY	7.50	XU 0833
17	AR 14-59	BLOOD	25.00	X 0833
18	AR 14-59	LABORATORY	7.50	XU 0833
19	AR 14-59	BLOOD	25.00	X 0833
20	AR 14-59	LABORATORY	7.50	XU 0833
21	AR 14-59	BLOOD	25.00	X 0833
22	AR 14-59	LABORATORY	7.50	XU 0833
23	AR 14-59	BLOOD	25.00	X 0833
24	AR 14-59	LABORATORY	7.50	XU 0833
25	AR 14-59	BLOOD	25.00	X 0833
26	AR 14-59	LABORATORY	7.50	XU 0833
27	AR 14-59	BLOOD	25.00	X 0833
28	AR 14-59	LABORATORY	7.50	XU 0833
29	AR 14-59	BLOOD	25.00	X 0833
30	AR 14-59	LABORATORY	7.50	XU 0833
31	AR 14-59	BLOOD	25.00	X 0833
32	AR 14-59	LABORATORY	7.50	XU 0833
33	AR 14-59	BLOOD	25.00	X 0833
34	AR 14-59	LABORATORY	7.50	XU 0833
35	AR 14-59	BLOOD	25.00	X 0833
36	AR 14-59	LABORATORY	7.50	XU 0833
37	AR 14-59	BLOOD	25.00	X 0833
38	AR 14-59	LABORATORY	7.50	XU 0833
39	AR 14-59	BLOOD	25.00	X 0833
40	AR 14-59	LABORATORY	7.50	XU 0833
41	AR 14-59	BLOOD	25.00	X 0833
42	AR 14-59	LABORATORY	7.50	XU 0833
43	AR 14-59	BLOOD	25.00	X 0833
44	AR 14-59	LABORATORY	7.50	XU 0833
45	AR 14-59	BLOOD	25.00	X 0833
46	AR 14-59	LABORATORY	7.50	XU 0833
47	AR 14-59	BLOOD	25.00	X 0833
48	AR 14-59	LABORATORY	7.50	XU 0833
49	AR 14-59	BLOOD	25.00	X 0833
50	AR 14-59	LABORATORY	7.50	XU 0833
51	AR 14-59	BLOOD	25.00	X 0833
52	AR 14-59	LABORATORY	7.50	XU 0833
53	AR 14-59	BLOOD	25.00	X 0833
54	AR 14-59	LABORATORY	7.50	XU 0833
55	AR 14-59	BLOOD	25.00	X 0833
56	AR 14-59	LABORATORY	7.50	XU 0833
57	AR 14-59	BLOOD	25.00	X 0833
58	AR 14-59	LABORATORY	7.50	XU 0833
59	AR 14-59	BLOOD	25.00	X 0833
60	AR 14-59	LABORATORY	7.50	XU 0833
61	AR 14-59	BLOOD	25.00	X 0833
62	AR 14-59	LABORATORY	7.50	XU 0833
63	AR 14-59	BLOOD	25.00	X 0833
64	AR 14-59	LABORATORY	7.50	XU 0833
65	AR 14-59	BLOOD	25.00	X 0833
66	AR 14-59	LABORATORY	7.50	XU 0833
67	AR 14-59	BLOOD	25.00	X 0833
68	AR 14-59	LABORATORY	7.50	XU 0833
69	AR 14-59	BLOOD	25.00	X 0833
70	AR 14-59	LABORATORY	7.50	XU 0833
71	AR 14-59	BLOOD	25.00	X 0833
72	AR 14-59	LABORATORY	7.50	XU 0833
73	AR 14-59	BLOOD	25.00	X 0833
74	AR 14-59	LABORATORY	7.50	XU 0833
75	AR 14-59	BLOOD	25.00	X 0833
76	AR 14-59	LABORATORY	7.50	XU 0833
77	AR 14-59	BLOOD	25.00	X 0833
78	AR 14-59	LABORATORY	7.50	XU 0833
79	AR 14-59	BLOOD	25.00	X 0833
80	AR 14-59	LABORATORY	7.50	XU 0833
81	AR 14-59	BLOOD	25.00	X 0833
82	AR 14-59	LABORATORY	7.50	XU 0833
83	AR 14-59	BLOOD	25.00	X 0833
84	AR 14-59	LABORATORY	7.50	XU 0833
85	AR 14-59	BLOOD	25.00	X 0833
86	AR 14-59	LABORATORY	7.50	XU 0833
87	AR 14-59	BLOOD	25.00	X 0833
88	AR 14-59	LABORATORY	7.50	XU 0833
89	AR 14-59	BLOOD	25.00	X 0833
90	AR 14-59	LABORATORY	7.50	XU 0833
91	AR 14-59	BLOOD	25.00	X 0833
92	AR 14-59	LABORATORY	7.50	XU 0833
93	AR 14-59	BLOOD	25.00	X 0833
94	AR 14-59	LABORATORY	7.50	XU 0833
95	AR 14-59	BLOOD	25.00	X 0833
96	AR 14-59	LABORATORY	7.50	XU 0833
97	AR 14-59	BLOOD	25.00	X 0833
98	AR 14-59	LABORATORY	7.50	XU 0833
99	AR 14-59	BLOOD	25.00	X 0833
100	AR 14-59	LABORATORY	7.50	XU 0833

603.75 603.75

AR 14-59 BALANCE FORWARD



CASE NO. 57 L.A.182-835

Spray, Gould & Bowers, by Charles P. Gould,
attorneys for Employers Mut. of Wia. Guarantee Ins. Co.
F.E. Carignan, representative for American Surety Ins. Co.

REPORT OF REFEREE ON FIRST HEARING

ADMITTED FACTS: Applicant, born October 23, 1899, claims
asbestosis as result of exposure to asbestos dust in various
employments; no medical treatment furnished; no compensation
paid; no attorney's fees paid; no arrangements.

ISSUES: Employment
Occupation
Injury
Date of injury
Liability for self-procured medical treatment, if any
Earnings
Disability
Need for further medical treatment
Apportionment
Reimbursement to applicant under Labor Code Section
4600 for report of John K. Shirey, M.D., to be
filed
Statute of Limitations
Prejudice through lack of notice

(For Stipulations on Coverage, see Minutes).

The applicant did not appear since he is confined to the Veterans
Hospital at Long Beach. The parties appeared; applicant's attorney
and defendants and their carriers were present, except Zurich
Insurance Company, a corporation.

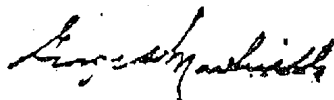
After a preliminary discussion, Stipulations and Issues were framed.
H.F. McInerney, representative, appearing on behalf of Aetna Casualty
& Surety Co., stated that Fiberglass Engineering and Supply Company,
in the latter part of 1952, was insured by Aetna; this company pur-
chased Marine Engineering Company. The records of Marine Engineer-
ing Company were retained by Fiberglass and these records show that
applicant was employed by Marine Engineering for two months in 1946;
3 months in 1947; one month in 1948; 12 months in 1949; 6 months in
1950 and 6 months in 1951; and that during that period of time, the
carrier was Pacific Employers Insurance Company, a corporation.
IT WAS THEREFORE ORDERED THAT Pacific Employers Insurance Company,
a corporation, be joined as a party defendant; there is another company
for which applicant worked; it was applicant's attorney's impression
that this work was performed for a Chicago company, in Illinois; he
will check this further, and advise us within 10 days whether he de-
sires further joinders of employers or carriers; whereupon the matter
will be set for further hearing, at the Veterans Administration Hos-
pital at Long Beach; there is a ruling there that the patients
cannot be detained more than half a day, this to be in the morning.
It was suggested that the matter be set for two half-days, in the A.M.

DISPOSITION: 10 days to applicant to advise re possible joinders;
whereupon the matter will be set for further hearing at the

CASE NO. 57 L.A.182-835

Veterans Administration Hospital at Long Beach, the hearing to
be set for two half-days, in the morning.

GAM:hh



GEORGE A. MARTINELLI
Referee



CASE NO. 57 L.A. 122-835

JAMES WHITCOMB RILEY

VS

JOHNS-MANVILLE, et al

Referee: GEORGE A. MARTINELLI

Hearing: January 2 and 3, 1958

Dictated: January 3, 1958

Injury: In issue

Hays & McLaughlin, by John F. McLaughlin,
attorneys for applicant.
F.E. Carignan, representative for Amer. Motorists.
A.G. Ewing, representative for Assoc. Indem. Co.
Herlihy & Herlihy, by Kennis T. Jones, attorneys
for Phoenix Indem. Co., Fireman's Fund, Argonaut
Ins. Co., Pac. Indem. Co.
Spray, Gould & Bowers, by Maurice W. Bralley, Jr.,
attorneys for Employers Mutual of Wis. & Guarantee Ins.
Jack Sisk, representative for The Travelers Ins. Co.
Robert Wreisher, for Clopton & Penny, attorneys for
Pac. Employers Ins. Co.
William Shifflet, attorney for lien claimant, Founders
Ins. Co., on Jan. 2, 1958; William K. Norton, represent-
ing lien claimant on Jan. 3, 1958

REPORT OF REFEREE ON FURTHER HEARING

ADMITTED FACTS: The insurance carrier for Plant Insulation Co.,
a corp., for the period July 19, 1954 through December 31, 1955,
was Fireman's Fund Indemnity Co., a corp. (Substituted for Stip-
ulation No. 3 of Stip. Facts & Issues entered into on Aug. 30, 1957).

IT IS FURTHER STIPULATED THAT the insurance carrier for Plant
Insulation Company for the period May 9, 1948 to Jan. 1, 1950, was
Pacific Employers Insurance Company, a corporation.

ADMITTED FACTS (Amended insofar as employment and insurance cover-
age are concerned):

1. Applicant claims employment by Johns Manville during the year
1920; during that period of time, the employer's insurance carrier
is unknown.
2. Applicant claims employment by Southern Asbestos & Magnesia
Corporation during the years 1926-7, and during that period of
time, the employer's insurance carrier is unknown.
3. Applicant claims employment by Asbestos Company of California
during the year 1928; and during that period of time, the employer's
insurance carrier is unknown.
4. Applicant claims employment by Plant Rubber & Asbestos Co.
for the period 1929 to 1934; and during that period of time the
employer's insurance carrier is unknown.
5. Applicant claims employment by Los Angeles Rubber Company
during the year 1934; during that period of time, the employer's
insurance carrier is unknown.

59-8335-2

RILEY, MR. JAMES WHITCOMB

447 W. 12nd St. L.A. 37, California
 Industrial Accid. Comm.
 A 57-1A-182-835
 J. T. Thorp.

UNEMPLOYMENT COMPENSATION ACT

NEWSPAPER DISTRIBUTION

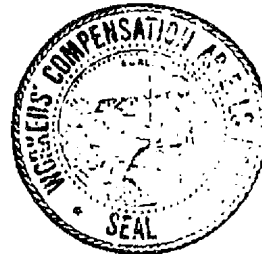
NAME	DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
JAMES RILEY	12-12-59	30.00				
	12-12-59	5.00		35.00	35.00	833
	12-13-59	10.00				K 411
	12-13-59	6.25				K 833
	12-13-59	3.00				K 833
	12-13-59	6.50				K 833
	12-13-59	11.50		86.25	86.25	K 833
	12-14-59	3.00				K 411
	12-14-59	2.00				K 833
	12-14-59	4.00				K 833
	12-14-59	5.00				K 833
	12-14-59	2.50				K 833
	12-14-59	5.25				K 833
	12-14-59	163.00				K 833
	12-14-59	57.00				K 833
	12-14-59	8.00				K 833
	12-14-59	28.00				K 833
	12-14-59	3.00				K 833
	12-14-59	2.00				K 833
	12-14-59	2.50				K 833
	12-14-59	2.50				K 833
	12-14-59	2.25				K 833
	12-14-59	10.00				K 833
	12-14-59	10.00				K 833

EXHIBIT
 AND LINES

120 W 52 W 8 52

BALANCE FORWARD

INDUSTRIAL ACCIDENT
 COMPENSATION ACT



Merlinhy and Merlinhy,
Attorneys at Law
412 West 6th Street
Los Angeles 14, California

August 5, 1959

Attention: Kennis T. James, Attorney at Law

Gentlemen:

RE: JAMES WETLOCK RILEY vs. JAMES MARVILLE,
et al; LA 152-315

In the above-entitled matter, we have received the following bills
which are being forwarded to you for payment:

The Hospital of the Good Samaritan 1212 Chouteau St., L.A. 17	\$ 950.02
William J. Kuzel, R.N. 225 S. Laramie St., L.A. 4	44.00
Loyce Anderson, R.N. 37 Manden Terrace, Alhambra	66.00
Lola M. Robertson, R.N. 1225 W. 62nd St., L.A. 44	44.00
Mary A. Mandy, R.N. 337 S. Bascom St., L.A. 7	22.00

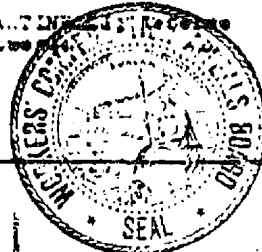
The bill of Dr. Lyman Bower has not been received, but upon receipt thereof,
we will forward the same to you. Our reason for sending these bills at
this time before the receipt of the Independent Medical Examiner's report
is the notation on the bill of the hospital regarding charges of interest.
We are sorry we do not have enough copies of these bills to serve all the
parties. However, they may be reviewed and verified at the office if the
parties consider it necessary to do so.

In accordance with the agreement of the parties at the hearing, we trust
that arrangements will be made to pay these bills at your earliest con-
venience.

Yours very truly,

Enc.

GAMING
cc: Hays & Cunningham, M. A. Lavoy, GEORGE A. MARTIN, Referee
P. J. R. R. J. Joseph, Michael J. Ray, Gould, R. W. R. R.
Clouton and Remy, Hamilton, Remy



BEFORE THE
INDUSTRIAL ACCIDENT COMMISSION
OF THE
STATE OF CALIFORNIA

Case No. 57-L.A. 182-835

JAMES WHITCOMB RILEY

Applicant

vs.

JOHNS-MANVILLE, et al

Defendants

Order Dismissing
Party Defendant

LOS ANGELES OFFICE
INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA
FILED JUL 30 1959
WILLIAM KAPLAN
ADJ. CLERK

PURSUANT TO STIPULATION OF THE PARTIES; and
Good Cause Appearing Therefor:

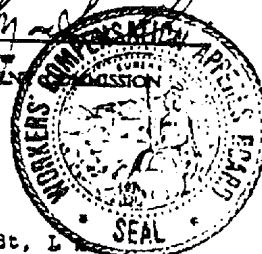
IT IS HEREBY ORDERED THAT

PACIFIC INDEMNITY COMPANY, a corporation

be dismissed as a party defendant in the above entitled case.

GAM:BN

Referee
INDUSTRIAL ACCIDENT COMMISSION



Copies mailed on July 30, 1959 to: an

Hays and McLaughlin, 4331 Hollywood Blvd, L A 28
M. A. Lavere, Associated Indemnity Corp, 111 W. 7th St, L
F. E. Carrigan, American Motorists Ins Co 3545 Wilshire, L A
Joseph Bilczak, The Travelers Ins Co 510 W 6th St, L A 14
Spray, Gould and Bowers, 1671 Wilshire Blvd, L A 17
Clifton and Penny, 839 S Spring St, L A 14
Herlihy and R. Riley, 412 W 6th St, L A 14
Hamilton V McInerney, Aetna Cas & Surety Co 810 S Spring St, L A

FORM 249 (REV 7-58)

--CONTINUED ON NEXT PAGE----

SERVED - 7-30-59 an - continued

Page 2--

Phoenix Indemnity Co, 3750 W. 6th St, L A
Fireman's Fund Indemnity Co, 3440 Wilshire Blvd, L A
Industrial Indemnity Co, Box 2252, L A 54
Zurich Insurance Co, 4465 Wilshire Blvd, L A
Guarantee Insurance Co, Box 2887, L A 54
Argonaut Insurance Co, 1001 Wilshire Blvd, L A
Pacific Employers Insurance Co., 1033 S. Hope St, L A 15
Employers Liability Assurance Corporation, 639 S. New Hampshire, L A
Pacific Indemnity Co, 3450 Wilshire Blvd, L A

9-11-58. 1000 to 1000.
 10-11-58. 1000 to 1000.
 11-11-58. 1000 to 1000.
 12-11-58. 1000 to 1000.

HERLIHY & HERLIHY

ATTORNEYS AT LAW
SUITE 610 FOUR CENTRAL BUILDING
415 WEST BROAD STREET
LOS ANGELES 12, CALIFORNIA
TELEPHONE MAdison 7-6311

RECEIVED
INDUSTRIAL ACCIDENT
COMMISSION-LOS ANGELES

1957 JUL 27 10 58 AM '57
FBI - CENTRAL BUREAU
110 WEST BROAD ST.
NEW YORK 36 NEW YORK
RE: [REDACTED] CALIFORNIA
[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]

July 24, 1959

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Attention: George A. Martinelli, Referee

Re: 57 LA 122-835 - James Whitcomb Riley vs. Plant
Insulation, et al

Dear Sirs:

We are now in receipt of a copy of a letter dated July 12, 1959 directed to you by applicant's attorney, John F. McLaughlin.

In view of this letter, the defendant Pacific Indemnity Company respectfully requests that you issue a formal Order of Dismissal insofar as Pacific Indemnity Company is concerned.

Very truly yours,

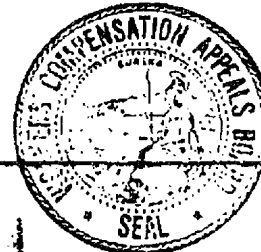
HERLIHY & HERLIHY

By Kenneth T. Jones

အကျဉ်းချုပ်

cc: Hays & McLaughlin, Attorneys at Law
6331 Hollywood Blvd., Los Angeles 28

Pacific Indemnity Company - 1 PEO 468591
3450 Wilshire Boulevard, Los Angeles 5



INDUSTRIAL ACCIDENT
COMMISSION LOS ANGELES

HAYS & McLAUGHLIN
ATTORNEYS AT LAW
330 SOUTH GUS SOULEVARD
LOS ANGELES 18, CALIFORNIA
HOLLYWOOD 3 7725

JUL 22 AM 8 51

WILLIAM HAYS
JOHN McLAUGHLIN
BENTLEY WHITEHEAD

FILE NO.
EXHIBIT
July 10, 1957

Industrial Accident Commission
501 State Building
217 West First Street
Los Angeles 12, California

Attention: Referee George A. Martinelli

Re: James Whitecomb Riley vs. Plant Insulation, et al
I.A.C. Claim No. 57LA 182-835

Dear Sirs:

Reference is made to the letter from the law firm of
Herlihy & Herlihy, dated September 5, 1958 requesting a
formal Order of Dismissal as to Pacific Indemnity Company
from this case on the grounds that they were not the
workman's compensation insurance carrier for the Plant
Insulation & ~~Plant~~ Insulation Company from May 9, 1951
to June 30, 1951 and from June 30, 1951 to January 1, 1952.

It would now appear that Pacific Employers Insurance
Company is the Workman's Compensation insurance carrier
for that company during that period of time and coverage
has been admitted on behalf of Pacific Employers Insurance
Company.

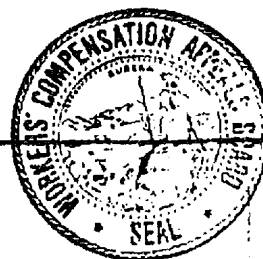
We therefore withdraw our objection filed by letter of
October 24, 1958 to the dismissal of Pacific Indemnity
Company and agree that they may be dismissed from this action.

Very truly yours,

HAYS & McLAUGHLIN
By: John P. McLaughlin

JPM:SRS

cc: Herlihy & Herlihy, 1127 W. 2nd Street, Los Angeles 14
Crompton & Penny, 239 S. Spring Street, Los Angeles 14
Stern, Gould & Powers, 1871 Wilshire Blvd., Los Angeles
J. L. Sarigan, American Motors Insurance Company
1200 Wilshire Boulevard, Los Angeles
Joseph Blum, Insurance Company
217 West First Street, Los Angeles 12



July 1, 1959

Merliny and Merliny, 412 West 6th Street,
Los Angeles 14, California

Clopton & Penny, 639 South Spring Street,
Los Angeles 14, Calif.

Spray, Gould and Bowers, 1671 Wilshire Blvd.,
Los Angeles 17, Calif.

Joseph Bilchak, The Travelers Insurance Co.
510 W. 6th Street, Los Angeles 14, Calif.

P. E. Carignan, American Motorists Ins. Co.
3545 Wilshire Blvd., Los Angeles, Calif.

M. A. Lavore, Associated Indemnity Corporation
111 West 7th Street, Los Angeles 54, Calif.

Gentlemen:

RE: JAMES WHITCOMB RILEY vs JOHNS MANVILLE,
et al; LA 162-635

In accordance with your request, you are notified that Dr. Brewer,
the Independent Medical Examiner has advised this office that the
applicant will enter Good Samaritan Hospital on July 12, 1959.

The proposed surgery is scheduled for July 13, 1959 at 10:00 a.m.

Yours very truly,

GAM:NM

GEORGE A. MARTINELLI, Referee

cc: Hays and McLaughlin
6331 Hollywood Blvd, L A 28



1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

2 CASE NO. 57-L.A. 182-835

3 JAMES WHITCOMB RILEY,

4 Applicant,

5 vs

6 JOHNS MANVILLE, et al

7 Defendants.

NOTICE OF CANCELLATION OF
HEARING

LOS ANGELES OFFICE
INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA
FILED JUN 5 1959
WILLIAM KAPLAN
ATTY. GENERAL

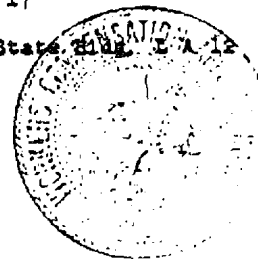
8 NOTICE IS HEREBY GIVEN to the parties in the above
9 entitled action that the hearing scheduled therein for the 18th of
10 June, 1959, has been cancelled.

11
12 CAM:NN

Joseph Blackak
Referee
INDUSTRIAL ACCIDENT COMMISSION

13
14 SERVED: 6-5-59 nn:

15 James Whitcomb Riley, 447 West 42nd St, L A 37
16 Hays and McLaughlin, 6331 Hollywood Blvd, L A 28
17 Founders Insurance Co. 727 W. 7th St, L A 17
18 Veterans Administration Hospital, 5701 Bellflower Blvd, Long Beach
19 William Shifflet, 727 W. 7th St, L A 17 Attn:
20 American Motorists Ins. Co. 3545 Wilshire Blvd, L A 2 cc Mr. Carier
21 The Travelers Ins. Co. 510 W. 6th St, L A 14; Attn: Joseph Blackak
22 Associated Indemnity Co, Box 2133, L A 54
23 Phoenix Indemnity Co. 3750 W. 6th St, L A
24 Fireman's Fund Indemnity Co. 3440 Wilshire Blvd, L A 2 cc
25 Aetna Casualty & Surety Co, 810 S. Spring St, L A 14
26 Industrial Indemnity Co, Box 2252, L A 54
27 Zurich Insurance Co. 4465 Wilshire Blvd, L A
28 Guarantee Ins. Co. Box 2887, L A 54
29 Argonaut Insurance Co. 1000 Wilshire Blvd, L A
30 Pacific Employers Ins Co. 1033 S. Hope St, L A
Employers Liability Assur. Corp. 639 S. New Hampshire, L A
Merliny and Merliny, 412 W. 6th St, L A 14
Spray, Gould and Bowers, 1671 Wilshire Blvd, L A 17
Clopton and Penny, 639 S. Spring St, L A 14
Calendar Clerk, Industrial Accident Commission 501 State Bldg, L A 12



EX-100
HERLIHY & HERLIHY

HERLIHY & HERLIHY

ATTORNEYS AT LAW
SUITE 210 BARD BUILDING
415 WEST SIXTH STREET
LOS ANGELES 14, CALIFORNIA
TELEPHONE MADISON 7-1811

EX-100
JUN 4 PM 9 56
LONG BEACH OFFICE
DEAN BENTON BUILDING
110 PROVEDAL BLVD.
LONG BEACH 4, CALIFORNIA
TELEPHONE MEMPHIS 8-1449

June 3, 1959

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Attention: George A. Martinelli, Referee

Re: James Whitcomb Riley vs. Johns-Manville, et al
I. A. C. Claim No. 57 LA 182-835

Dear Sirs:

This is to inform you that the defendants herein are now authorizing the surgery and biopsy as recommended by the independent medical examiner, Dr. Brewer. It is our understanding that the estimated charges have been reduced somewhat.

It is our further understanding that this operation and biopsy is being performed by Dr. Brewer as an independent medical examiner appointed by the Industrial Accident Commission, and not as defendants' doctor.

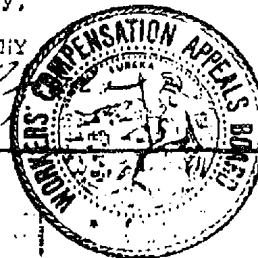
The cost of the aforementioned operation and lung biopsy is to be split equally between the carriers authorizing the aforementioned operation. The insurance companies represented by this firm, to which the charges may be applied, are the Fireman's Fund Indemnity Company, Argonaut Insurance Company, Industrial Indemnity Company, Aetna Casualty & Surety Company, the Phoenix Indemnity Company, and the Employers Liability Assurance Company. Two other insurance companies to which this operation may be charged are the American Motorists Insurance Company and the Travelers Insurance Company. Two other insurance companies are those represented by the firms of Crompton & Penny and Carty, Gould & Bowers. This makes ten insurance companies for which these charges may be equally divided.

This authorization is given with the understanding that the defendants herein will be given sufficient notice as to the date of the impending operation so that they may notify and have present their own doctor. It is further with the understanding that their own doctor may be present to observe the operation and study the lung biopsy. The defendants concede that they will have Dr. Urabe present at the time of this operation and to review the lung biopsy.

Yours very truly,

HERLIHY & HERLIHY

ROBERT D. JONES



Industrial Accident Commission

-2-

June 3, 1959

- cc: Hays & McLaughlin
Attorneys at Law
6331 Hollywood Boulevard
Los Angeles 28, California
- cc: Spray, Gould & Bowers
Attorneys at Law
1671 Wilshire Boulevard
Los Angeles 17, California
- cc: Joseph Bilchak, Hearing Representative
Travelers Insurance Company
510 West 6th Street
Los Angeles 14, California
- cc: Fred E. Carignan, Esq.
American Motorists Insurance Company
3545 Wilshire Boulevard
Los Angeles 5, California
- cc: Clepton & Penny
Attorneys at Law
639 South Spring Street
Los Angeles 14, California



2/11/4

American Insurance Group

MAY 18 AM 9 07

CHARLES W. THOMPSON
PRESIDENT - LOS ANGELES

LOS ANGELES BRANCH OFFICE
111 WEST SEVENTH STREET
LOS ANGELES 24, CALIFORNIA

SUPERIOR COURT
COUNTY OF LOS ANGELES
REFEREE

May 14, 1959

Industrial Accident Commission
501 State Building
217 W. First Street
Los Angeles 12, California

Re: IAC CASE NO. 57 LA 182-835
Our Claim No. C35-77884-B
James Whitcomb Riley vs.
Johns-Manville, et al.

Attention: Mr. George Martinelli.
Referee

Gentlemen:

With reference to the above case, this is to ask that you kindly substitute the writer's name as representative for the Associated Indemnity Corporation in lieu of the office of Herlihy & Herlihy, which we believe presently appears on your record.

*Noted
re address
sent 5/11/59
77
Lia 8 ref
noted 5/11/59
77*

The writer might explain that Herlihy & Herlihy represented us for one hearing only in this case and, as a result of our oversight in not advising you of the change, we did not receive certain subsequent material. The writer has discussed the situation with Mr. Jones and a copy hereof is being mailed to you for his record.

Very truly yours,

[Signature]
M. A. Lavore
Assistant Claims Manager

MAL/cr
051159

CC - Herlihy & Herlihy
Attorneys at Law
Attention: Mr. Kenneth Jones
412 West Sixth Street
Los Angeles 14, California



Before the Industrial Accident Commission
of the State of California

JAMES WEITCOMB RILEY

vs.

JORDIS-MAINVILLE, ET AL

Applicant—

Defendants.

Case No. 57 L.A. 182-835

Notice of Time
and Place of
Further Hearing

CROSS EXAM OF DR. LYMAN
BREWER, T.M.E.

LET RECALLS OFFICE
INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA

FILED MAY 6 1959

WILLIAM KAPLAN
Asst. Secretary

NOTICE TO ALL PARTIES

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

101 STATE BUILDING, 217 W. FIRST STREET

LOS ANGELES, CALIFORNIA

JUNE 18, 1959 9:00 A. M. HALF DAY

Dated at: Los Angeles

5-6-59

INDUSTRIAL ACCIDENT COMMISSION

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON:

PARTIES SERVED LISTED ON ATTACHED SHEET:

hp



PARTIES SERVED:

JAMES WHITCOMB RILEY, 4417 WEST 42ND ST., L.A. 37
WILLIAM T. HAYS, 6331 HOLLYWOOD BLVD., LOS ANGELES 26
FOUNDERS INSURANCE COMPANY, 727 W. 7TH ST. LOS ANGELES 17
VETERANS ADMINISTRATION HOSPITAL, 5701 BELLEFLOWER BLVD.,
LONG BEACH, CALIF.
WILLIAM SHEFFLET, 727 W. 7TH ST., LOS ANGELES, CALIF.
J. T. THORPE, INC., 929 E. 2ND ST., L.A.
JOHN MANVILLE INC., LORPOC, CALIF.
SOUTHERN ASBESTOS & MAGNESIA CORP. 1701 N. MAIN ST., LOS
ANGELES, CALIF.
WARREN AND BAILEY, ADDRESS UNKNOWN
ASBESTOS CO. OF CALIF., ADDRESS UNKNOWN
PLANT RUBBER & ASBESTOS CO., % PLANT INSULATION CO.
2741 SO. YATES AVE., LOS ANGELES
LOS ANGELES RUBBER CO., ADDRESS UNKNOWN
MARINE ENGINEERING CO., 5933 TELEGRAPH ROAD, LOS ANGELES
FIBERGLASS ENGINEERING & SUPPLY CO., 5933 TELEGRAPH RD.,
LOS ANGELES, CALIF.
LYNCH ASBESTOS CO. 2939 SO. SUNOL DR., LOS ANGELES
ROBERT O. LYNCH, DBA LYNCH ASBESTOS CO., 2939 S. SUNOL DR.
LOS ANGELES
PLANT INSULATION CO., 2741 SO. YATES, L.A.
OWENS CORNING-FIBERGLASS, PACIFIC COAST DIVISION, SANTA CLARA
/ CALIF.
COAST INSULATION PRODUCTS, 2316 SAN FERNANDO BLVD., L.A.
ARMSTRONG CORK CO., 1206 MAPLE AVE, L.A.
ARMSTRONG C RK CO. C/O 5037 PATARA ST., SOUTHGATE
TOTHMAN-MORGAN, CHICAGO, ILLINOIS
AMERICAN MOTORISTS INS. CO., 3545 WILSHIRE BLVD., L.A. (2CC)
TRAVELERS INS. CO., 510 W. 6TH ST., L.A.
ASSOCIATED INDEMN. CO., BOX 2133, L.A. 54
PHOENIX INDEMNITY CO., 3750 W. 6TH ST., L.A.
FIREMAN'S FUND INDEMN. CO., 3440 WILSHIRE BLVD., L.A. (2CC)
AETHA CASUALTY & SURETY CO., 810 SO. SPRING ST., L.A.
INDUSTRIAL INDEMNITY CO., BOX 2252 L.A. 54
ZURICH INS. CO., 4465 WILSHIRE BLVD., L.A.
GUARANTEE INS. CO., BOX 2887, L.A. 54
ARGONAUT INSURANCE CO., 1001 WILSHIRE BLVD., L.A.
PACIFIC EMPLOYERS INS. CO., 1033 SO. HOPE ST., L.A.
EMPLOYERS LAB. ASSUR. CORP., LTD., 639 SO. NEW HAMPSHIRE,
LOS ANGELES
HERLIHY & HERLIHY, 412 W. 6TH ST., L.A.
SPRAY, GOULD & BOWERS, 1671 WILSHIRE BLVD., LOS ANGELES
CLOPTON & PERRY, 639 SO. SPRING ST., LOS ANGELES
JOSEPH BILCREAK, 510 W. 6TH ST., L.A.

bp



W/14
WILLIAM T. HAYS
JOHN F. MCLAUGHLIN
BOSTON UNIVERSITY

HAYS & MCLAUGHLIN
ATTORNEYS AT LAW
6341 HOLLYWOOD BOULEVARD
LOS ANGELES 28, CALIFORNIA
HOLLYWOOD 7-5176

RECEIVED
MAY 13 AM 9 17

May 12, 1959
EXHIBIT NO. 1
REFEREE

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Re: James Whitcomb Riley vs. Johns Manville, et al
I.A.C. Claim No. 57 LA 182-835

Attention: Referee George A. Martinelli

Dear Sirs:

Reference is made to the letter from the law firm of
Herlihy & Herlihy, dated April 29, 1959, outlining certain
suggested procedures.

The applicant, of course, objects to the outlined pro-
cedures as it is hardly requisite for the Industrial
Accident Commission to appoint a new independent medical
examiner to determine whether or not the recommendations
made by the present independent medical examiner should
be carried out. The statements made by Dr. John Urabac
are hardly controlling in view of the admitted fact that
Dr. John Urabac is not himself a chest surgeon and Dr.
Lyman A. Brewer, M.D., the independent medical examiner,
is a specialist in chest surgery.

Recognizing as the applicant does that cross-examination
of the independent medical examiner is a matter of right
insofar as the parties are concerned, nevertheless it would
appear to the applicant that the request will be more in
the matter of delay than in the matter of clarification
of the situation.

The applicant recognizes that the nature of this case is
such that the time factor is always one to be reckoned
with. However, the case has been pending since 1957.

In addition to that, following the hearing on July 3, 1958
which was at the request of the defendants to cross-examine
the applicant's doctor, Dr. John A. Salter, M.D., the
disposition was the matter was to be submitted to the case
referee to an independent medical examiner, whichever the
referee felt was proper. After a full review of the record.



Industrial Accident Commission
I.A.C. Claim No. 57 LA 182-835

May 12, 1959

- 2 -

It would appear to the applicant that we are now at that point in the litigation wherein it would be ridiculous for the defendants to believe that the applicant could or should submit to a biopsy procedure without the excision of the cystic condition from the lung in the face of the opinions expressed by Dr. Lyman K. Brewer. While we are not submitting a medical report to that effect, nevertheless, Dr. Lyman's opinion is concurred in by the applicant's attending doctor, John K. Shiray, M.D.

A thorough review of the medical record in this case will show that Dr. John K. Shiray, M.D. was positive in his opinion that the applicant has asbestosis. Neither the defendants reports of Dr. John K. Urabac, M.D. ruled out the existence of asbestosis in this case. As a matter of fact, Dr. John Urabac considers the diagnosis as being a likely one but is merely asking for proof positive by a lung biopsy.

Dr. Lyman K. Brewer, M.D., the independent medical examiner also leans towards the diagnosis of asbestosis but again is suggesting proof positive by a biopsy. At this point in the procedure, however, the doctor is of the opinion that a biopsy should not be performed without the excision of the cystic condition of the lung. Under that state of the record, the applicant has no hesitancy in declaring at this time that he will not submit to a lung biopsy unless the other procedure as recommended by Dr. Lyman K. Brewer are also to be carried out at the same time.

The applicant also goes on record at this point to the effect that proof positive on behalf of the applicant is not necessary to prove up an industrial claim. At the present time, the medical probabilities and the preponderance of the medical evidence favor the existence of asbestosis in the applicant's case.

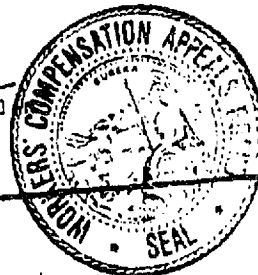
Recognizing as we do the inherent right of the defendants for cross-examination, we make no objection to the request for cross-examination. We do point out, however, that at the conclusion of that cross-examination, the applicant will move for submission of this matter upon the existing record without the allowance of any further surgical or medical procedures on behalf of the defendants.

Very truly yours,

DAVID J. McLENNAN

David J. McLeNNan
for John K. Shiray, M.D.

CHY:SHS



Industrial Accident Commission
I.A.C. Claim No. 57 LA 182-035

Carbon copies of this letter to:

Herlihy & Herlihy
Attorneys at Law
412 West Sixth Street
Los Angeles 14, California

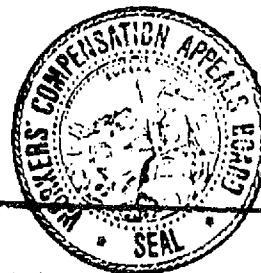
Clopton & Penny
Attorneys at Law
639 South Spring Street
Los Angeles 14, California

Spray, Gould & Bowers
Attorneys at Law
1671 Wilshire Boulevard
Los Angeles, California

F. E. Caringman
American Motors Insurance Company
3545 Wilshire Boulevard
Los Angeles, California

Joseph Bilchak
The Travelers Insurance Company
510 West Sixth Street
Los Angeles, California

McCartney, Hall & Ryan
Attorneys at Law
639 South Spring Street
Los Angeles 14, California



RECEIVED
INDUSTRIAL ACCIDENT
COMMISSION
MAY 12 1959

LAW OFFICES
CLOPTON & PENNY

ROBERT L. CLOPTON
ROBERT M. PENNY
NICHOLAS C. STONER
ROBERT C. LANE
ROBERT C. STONER

440
420 SOUTH SPRING STREET
LOS ANGELES 12, CALIFORNIA
MADISON 7-1555

Industrial Accident Commission
501 State Building
Los Angeles 12, California

May 11, 1959

Our file 15726

Attn: George Martinelli, Referee

Re: James Whitcomb Riley vs.
Johns Manville, et al
Case LA 182-835

Gentlemen:

The suggestions made by Mr. Jones in his letter of April
29, 1959 are agreeable to Pacific Employers Insurance Co.

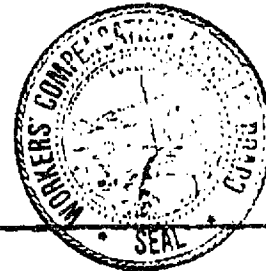
As suggested by Mr. Bralley, we believe a conference with
applicant's attorney and co-defendants is indicated.

Yours very truly,

Robert C. Wreisher
ROBERT C. WREISHER

RCW-jhc

cc:
American Motorists Insurance Co., Attn: Fred Carignan
Herlihy & Herlihy, Attorneys at Law
Travelers Insurance Co., Attn: Joseph Bilchak
Spray, Gould & Bowers, Attorneys at Law
Pacific Employers, L.A.
71-3-43706 and 43707



1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

2 CASE NO. 57-L.A. 182-835

3 JAMES WHITCOMB RILEY,

4 Applicant,

ORDER ADMITTING
DOCUMENTARY EVIDENCE

5 vs

6 JOHNS-MANVILLE, et al

7 Defendants.

8 -----
9 GOOD CAUSE APPEARING THEREFOR:

10 IT IS ORDERED that the following documents be and they
11 are hereby admitted in evidence:

12 Medical report of Dr. John K. Shirey, dated May 4, 1959;

13 Bill of Dr. Shirey, dated May 5, 1959, copies of which
14 have heretofore been served upon the parties.

15 DATED at Los Angeles, California, this 12th day of May,
16 1959.

17
18
19 JAM:NN

Angela Marshall

Referee
INDUSTRIAL ACCIDENT COMMISSION

20
21 SERVED: 5-12-59 nn:

22 Hays and McLaughlin, 6331 Hollywood Blvd, L A 28

23 Herlihy & Herlihy, 412 W 6th St, L A 14

24 Clopton and Penny, 629 S Spring St, L A 14

25 Spray, Gould and Bowers, 1671 Wilshire, L A

26 Fred Carignan, American Motorists Ins Co, 3545 Wilshire, L A 5

27 Joseph Bilchak, The Travelers Ins Co, 510 W 6th St, L A 5



WILLIAM F. HAYS
JAMES F. McLAUGHLIN
GENTON WHITEHEAD

HAYS & McLAUGHLIN
ATTORNEYS AT LAW
6424 HOLLYWOOD BOULEVARD
LOS ANGELES 18, CALIFORNIA
HOLLYWOOD 7 5178

May 7, 1959

RECEIVED
INDUSTRIAL ACCIDENT
COMMISSION
LOS ANGELES

MAY 8 AM 9 30

FILED
EXHIBIT NO. 1
REFEREE

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Attention: Referee George Martinelli

Re: James Whitcomb Riley -vs- John-
Manville; et al
I.A.C. Case No. 57 LA 182-835

Dear Sirs:

Enclosed please find the medical report of Dr. John K. Shirey, M.D., dated May 4, 1959 and his bill dated May 5, 1959.

It is requested that an order issue immediately receiving these in evidence so that if any of the parties desire to cross-examine Dr. Shirey, they must do so at the hearing being scheduled to cross-examine Dr. Lyman Brewer, M.D.

In view of the applicant's financial circumstances and the condition of his health as delineated in Dr. Shirey's report, it is requested that hearing for the cross-examination of Dr. Brewer be scheduled as soon as possible.

All parties are advised that applicant intends to move the Commission for submission on the record at the conclusion of the cross-examination of Dr. Lyman Brewer on the basis that the preponderance of the medical evidence shows a compensable disease and applicant is not required to prove his case beyond a shadow of a doubt.

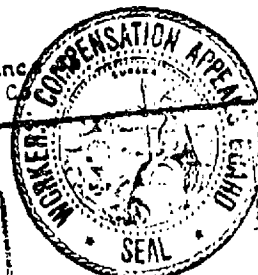
Very truly yours,

HAYS & McLAUGHLIN

By: *[Signature]*
Attorneys for Applicant

JFM:rr
Enclosure

cc: Herlihy & Herlihy
Clopton & Penny
Spray, Gould & Bowers
Fred Carignan, American Motorists Insurance Co.
Joseph Bilchak, The Travelers Insurance Co.

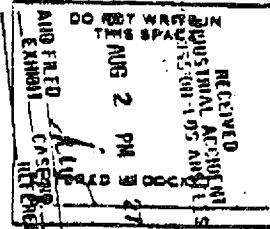


COMMISSION OFFICES:
FOR NORTHERN CALIFORNIA
(EXCEPT SACRAMENTO COUNTY)
300 MISSION STREET
SAN FRANCISCO 5
FOR SACRAMENTO COUNTY ONLY
ROOM 200, 821 J STREET
SACRAMENTO
FOR SOUTHERN CALIFORNIA
(EXCEPT SAN DIEGO COUNTY)
501 STATE BUILDING
LOS ANGELES 15
FOR SAN DIEGO COUNTY ONLY
1521 FOURTH AVENUE
SAN DIEGO 1

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
INDUSTRIAL ACCIDENT COMMISSION

APPLICATION FOR HEARING

Case No. 11-11-11



Employee's Name James Whitcomb Riley Employee's Address 447 West 42nd Street
Los Angeles 37, California
Social Security No. _____
Name of Employer (see attached list) Employer's Address _____
Name of Insurance Carrier (see attached list) Insurance Carrier's Address _____
Employee's name James Whitcomb Riley Employee's date of birth October 23, 1899
Date of your injury 1920 to 5/19/57 Employee's occupation at time of injury asbestos worker
Place where injury occurred (see attached list) When did you leave work as a result of this injury? 5/19/57
How did injury occur? exposure to asbestos dust
What part or parts of your body were injured? lungs
When did you return to work? did not return Full or part time work and at what wage? none
Your wages or salary before deductions: \$ max per hour or \$ _____ per week or \$ _____ per month
If paid on hourly rate, how many hours did you work per week? _____
Did you receive any of the following: Board? Yes ☐ No ☒; Lodging? Yes ☐ No ☒; Tips? Yes ☐ No ☒; Other advantages? Yes ☐ No ☒
State their weekly value \$ _____
Have you been paid any compensation? Yes ☐ No ☒ If how much \$ none Weekly rate of payments \$ _____
Date when last payment was made _____
Has the employer or the insurance carrier furnished you with any medical treatment? Yes ☐ No ☒
Date when last treatment was given _____
List names of all doctors who have treated you and who were furnished by the employer or insurance carrier _____
Have you obtained any medical treatment at your own expense? Yes ☒ No ☐
List names of all doctors who have treated you at your own expense _____
Are you claiming any of the following benefits? Answer Yes or No:
a) Temporary disability payment YES b) Permanent disability payment YES
c) Further medical treatment YES d) Cost of your medical expense YES
e) List other benefits claimed and not mentioned above _____

Have you ever before filed a claim with this Commission? Yes ☒ No ☐ If so, when was it _____

William T. Have
833 Hollywood Boulevard
Los Angeles 28, California

HOLLYWOOD 7-7179

Date July 15



NOTE—HEARING: After this application has been filed with the Industrial Accident Commission the person will be notified in writing of the time and place of hearing. Unless party can be represented by an attorney or relative, he must appear.
ANSWER: This application is received in file in which it was filed. A date shall be set for a hearing on this application. When the time is set, the person shall appear at the hearing and the Industrial Accident Commission shall hear the parties and make a decision. The person shall be notified of the date of the hearing. If the person does not appear at the hearing, the Industrial Accident Commission shall make a decision on the basis of the evidence in the record. The person shall be notified of the date of the hearing.

DATE OF SERVICE SERVICE ON

EMPLOYER

PERIOD OF EMPLOYMENT

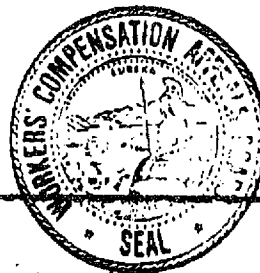
INSURANCE CARRIER

EMPLOYER	PERIOD OF EMPLOYMENT	INSURANCE CARRIER
1. Johns Manville 2960 Leonis Vernon, Calif. c/o Lompoc, Calif.	1920	Travelers Ins. Co. 510 W. 6th St. L.A., Calif. RECEIVED INDUSTRIAL ACCIDENT INSURANCE CO. ANGEL JAN 2 2 PM 3 30 L.A., Calif.
2. Warren & Bailey (out of business) L. A., Calif.	1923	unknown
3. Southern Asbestos and Magnesia Corp. 1701 N. Main St. L. A., Calif.	1926 & 1927	Associated Indemnity Co. 111 W. 7th St. L. A., Calif. (5/11/26 to 11/1/27) Phoenix Indemnity Co. 3750 W. 6th St. L. A., Calif. (11/1/27 - 8/1/28)
4. Asbestos Co. of Calif. San Francisco, Calif. (out of business)	1928	unknown
5. Plant Rubber & Asbestos Co. c/o Plant Insulation Co. 2741 So. Yates Ave. L. A., Calif.	1929 to 1934 1942 to 1947	Firemen's Fund Indemnity Co. 3446 Wilshire Blvd. L. A., Calif.
6. Los Angeles Rubber Co. L. A., Calif. (out of business)	1934	unknown
7. Marine Engineering Co. & Fiberglass Co. 5933 Telegraph Rd. L. A., Calif.	1948 - 1950	Aetna Casualty & Surety Co. 810 South Spring St. L. A., Calif.
8. Lynch Asbestos Co. 2939 So. Sunol Dr. L. A., Calif.	1950	Industrial Indemnity Co. 3460 Wilshire Blvd. L. A., Calif.
9. Plant Insulation & Thorpe Insulation Co. 2741 So. Yates Ave. L. A., Calif.	1951-1955	Pacific Indemnity Co. 3450 Wilshire Blvd. L. A., Calif. (5/9/51 - 6/30/51) (6/30/51 - 1/1/52)
Fireman's Fund Indemnity Co. 1/1/52 - 10/1/53 10/1/53 - 5/1/54 5/1/54 - 10/1/54 3440 Wilshire Blvd. L. A., Calif.	Zurich Ins. Co. 10/1/53 - 11/13/53 4465 Wilshire Blvd. Los Angeles, Calif.	Employers Mutual of Wassa 6/19/54 - 5/19/55 6435 Wilshire Blvd. L. A., Calif.
10. Coast Insulation Co. 2316 San Fernando Blvd. L. A., Calif.	1955	Guarantee Ins. Co. 1671 Wilshire Blvd. L. A., Calif. (5/1/54 - 5/1/55) Argonaut Ins. Exchange, an interinsurance exchange 1801 Wilshire Blvd. L. A., Calif. (5/1/55 to 5/1/56)
11. Armstrong Cork Co. (1206 Maple Ave. L. A.) c/o 5037 Patara St. South Gate, Calif.	1955	Travelers Ins. Co. 510 W. 6th St. L. A., Calif. (1.1.55 - 1/1/56)
12. J. T. Thorpe Inc.	9/56 - 5/19/57	American Motorists Ins. Co.

May 4, 1959

Bibliography:

1. Lanza, A. J., Silicosis and Asbestosis, 1938, pp. 245 - 246.
2. Gloyne, S. R., Pneumoconiosis - A Histological Survey of Necropsy Material in 1,205 Cases. Lancet (1951), volume 1, p. 810.
3. Pendergrass, E. P., The Pneumoconiosis Problem, 1958, pp. 98.



REGINALD H. SMART, M.D.
JOSEPH F. MOYLE, M.D.
JOHN R. SHIREY, M.D.
MEDICAL OFFICE BUILDING
1128 WEST SIXTH STREET
LOS ANGELES 17
CALIFORNIA 9-1697

DISEASES OF THE CHEST

James Whitcomb Riley

Laboratory work:

1/20/58 Blood: Hgb. 70% or 10.5 gms. WBC 6,800 Platelets average.
Differential: Pmn. 63 Stabs. 1 Seg. 62 Lymph. 28 Mono. 9 Slight
anisocytosis, poikilocytosis. Hematocrit 35.5 mm/hr. Sedimentation
Rate (Wintrobe) 53 mm/hr. Corrected 31 mm/hr.

1/27/58 Blood: Hgb. 70% or 10.5 gms. Hematocrit 36 mm/hr.

1/29/58 Stool specimen: Negative for occult blood.

2/26/58 Blood: Hgb. 94% or 13.8 gms. WBC 8,550 Platelets average.
Differential: Ba. 2 Eo. 9 Pmn. 64 Stabs. 1 Seg. 52 Lymph. 27
Mono. 9 Morphology normal. Hematocrit 46 mm/hr. Sedimentation
rate (Wintrobe) 32 mm/hr. Corrected 30 mm/hr.

2/26/58 Electrocardiogram: Rate 98, PR interval 0.12, QRS interval
0.08, ST isoelectric, sinus rhythm, vertical electrical axis. Probably
normal. Slight sag of ST_T, aVL, V5 - 6 with symmetrical TV5 - 6
may be function of rate. Repeat serial tracings may be helpful.

1/16/59 Maximal breathing capacity and spirogram: MBC 70 liters
(61%), V.C. 3200 cc. in 4 sec. (73%), 3 sec. V.C. 3075 cc (70%)

ki



REGINALD H. SMART
JOSEPH P. BOYLE, M.D.
JOHN K. SHIREY, M.D.
MEDICAL OFFICE BUILDING
1136 WEST SIXTH STREET
LOS ANGELES 17
CALIFORNIA 90017

SEALERS OF THE CHEST

James W. Riley

1/20/58 P.A., left lateral Bucky, A.P. lordotic Bucky compared with previous films.

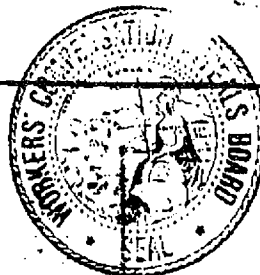
There may be a slight reduction in the extent of the right apical and sub-apical inflammatory disease as compared with the films of 6/27/57. This applies particularly to the area of the right 1st anterior interspace. There is no significant change in the appearance of the diffuse, linear fibrosis which involves both pulmonary bases. Diaphragmatic adhesion on the right side is again noted. The lordotic view demonstrates honeycombing in the right apical density but no definite cavitation can be established from this view.

2/26/58 P.A. and A.P. lordotic Bucky - The P.A. projection presents no significant change compared with the films of 1/20/58. Right apical and sub-apical inflammatory density is again noted and diffuse, basal, bilateral, linear fibrosis with adhesion at the right diaphragm and some haziness of the cardiac silhouette persist unchanged. The lordotic view of this date, however, now reveals more definitely an 8 mm. annular radiolucency in the right apex which is most suggestive of cavitation.

Conclusion: (1) No significant change in the appearance of the bilateral, basal, diffuse, linear, pulmonary fibrosis. (2) There has apparently been some reduction in the extent of the inflammatory process at the right apex, but there now appears to be a small cavity within the inflammatory density.

JKS:kn

John K. Shirey
John K. Shirey, M.D.



REGINALD M. SMART, M. D.
MEDICAL OFFICE BUILDING
1100 WEST SIXTH STREET
LOS ANGELES 17
MADISON 7007

EXPOS OF THE CHEST

James Riley

16/58 PA and AP lordotic Bucky

Comparison with films of 2/26/58 and prior dates reveals no significant change in the appearance of the chest. Right apical and sub-apical inflammatory density is again noted. There is diffuse basal bilateral linear fibrosis with adhesions at the right diaphragm and some haziness of the cardiac silhouette. The lordotic view of this date again is strongly suggestive of cavitation in the right apex.

Conclusion: (1) No significant change in the appearance of the bilateral basal diffuse and pulmonary fibrosis. (2) Pulmonary inflammatory disease, right apex, with probable cavitation.

John K. Shirey
John K. Shirey, M. D.

S:km



REGINALD H. SMART, M.D.
JOSEPH F. BOYCE, M.D.
JOHN K. SHUREY, M.D.
MEDICAL OFFICE BUILDING
1150 WEST NINTH STREET
LOS ANGELES 19
HARBOR 5 7607

DISEASES OF THE CHEST

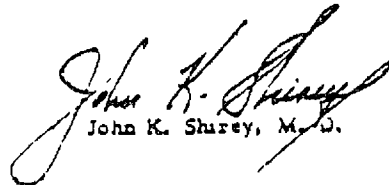
James W. Riley

1/16/59 PA, PA Bucky and AP lordotic Bucky view of the chest compared with films of 5/16/58 and prior dates.

The previously noted bilateral, basal, diffuse, linear fibrotic densities are again demonstrated. A new density is present at the right base where there is localized exaggeration of the fibrotic markings just above the right costophrenic angle and with apparent diaphragmatic adhesion in this area. This is moderately well-defined and quite distinct from the remainder of the surrounding lung tissue. Allowing for the slight difference in x-ray technique, one gets the impression that there may have been also a slight increase in the more diffuse fibrotic density in both lung bases.

The Bucky view (PA projection) suggests considerable pleural thickening along the margins of the chest. The cardiac silhouette is again noted to be rather hazy in outline without clearly defined borders. The lordotic view reveals no significant change in the appearance of the inflammatory density previously present in the right apex. Again, the possibility of cavitation within this density is strongly suggested. Bilateral hilar calcification remains present and unchanged.

Conclusion: (1) Bilateral, predominantly basal, diffuse, linear, pulmonary fibrosis which may have progressed in the interval since 5/16/58. (2) New, localized density just above the right costophrenic angle which may represent local confluence of fibrotic lesions in this area or some other complicating feature such as a spread of inflammatory disease from the right apex or lung tumor. (3) Pulmonary inflammatory disease, right apex, with probable cavitation.


John K. Shurey, M.D.

JKS:ki



REGINALD H. SMART, M.D.
JOSEPH P. COYLE, M.D.
JOHN K. SHIREY, M.D.
MEDICAL OFFICE BUILDING
1125 WEST SIXTH STREET
LOS ANGELES 17
HARVARD 6-7007

DISEASES OF THE CHEST

James W. Riley

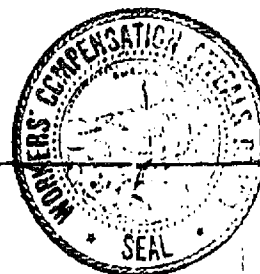
2/19/59 PA, right anterior oblique Bucky and right lateral Bucky compared with films of 1/16/59 and prior dates.

Bilateral basal pulmonary fibrotic lesions are again noted. The previously described right apical lesions show no significant change. In the right pulmonary base and just above the costophrenic angle, the irregular density previously noted, about 3 cm. in diameter, is again seen and has increased in size slightly in the intervals since 1/16/59. It is best seen on the PA and right anterior oblique Bucky projections and cannot be conclusively demonstrated on the lateral although one gets the impression that it may lie in the anterior portion of the chest.

Conclusion: (1) Bilateral, predominantly basal, diffuse, linear, pulmonary fibrosis. (2) Localized density just above the right costophrenic angle which has increased in size slightly since the film of 1/16/59. (3) Pulmonary inflammatory disease, right apex.

JKS:ki

John K. Shirey
John K. Shirey, M.D.



May 1, 1959

H Rilly and Herlihy, Attorneys at Law
412 West 6th Street
Los Angeles 14, California

Gentlemen: Attention: Kennis T. Jones

RE: JAMES WHITCOMB RILEY vs. JAMES MANVILLE,
et al; LA 182-835

The report of Dr. John H. Urabe dated April 26, 1959 has been received in evidence.

As to the suggestion contained in your letter of April 29, 1959, I regret that we cannot follow out the procedure indicated for the reason that co-defendants have filed with this Commission requests to cross-examine Dr. Brewer. Because of the various defendants here and the conflicting interests, it would appear that we proceed with the cross-examination of Dr. Brewer before further determination is made.

We are setting this case to permit the parties to cross-examine Dr. Brewer. If the parties can agree among themselves as to the suitable procedure, we may consider that.

Yours very truly,

GAM:XM

GEORGE A. MARTINELLI, Referee

cc: Rlys and McLaughlin, Attorneys
cc: Clorton and Penny, Attorneys
cc: Spray, Gould and Bowers, Attorneys
cc: Fred Carignan, American Motorists Ins. Co.
cc: Joseph Bilanek, The Traversers Ins. Co.



JOSEPH HERLIHY
EDWARD HERLIHY
STOLL
F. CUMMING
ANTHONY EVANS
J. L. CHANDLER
RABBIT HALLS
WING T. JONES
JAMES G. THOMPSON
H. P. PARKER

HERLIHY & HERLIHY

ATTORNEYS AT LAW
SUITE 212 PACE CENTRAL BUILDING
412 WEST SIXTH STREET
LOS ANGELES 14, CALIFORNIA
TELEPHONE MADISON 7-4011

LOCAL ADDRESS
MEMORANDUM

LONG BEACH OFFICE
2222 WEST 10TH STREET
LONG BEACH 4, CALIFORNIA
TELEPHONE 4-1222

April 29, 1959

12:02
10:02
10:02

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Re: James Whitcomb Riley vs Johna-Manville, et al
IAC Claim No. 57 LA 182-835

Attention: George A. Martinelli, Referee

Dear Sirs:

Enclosed for filing as defendants' exhibit next in order please find the medical report of John H. Urabec, M.D., dated April 26, 1959.

At this time the defendants rely upon this medical report and pursuant thereto will authorize the appointment of another independent medical examiner to perform the lung biopsy or in the alternative will appoint a doctor on their own to perform the aforementioned surgery.

If neither of these alternatives meets with the approval of the Industrial Accident Commission or applicant the defendants respectfully request that this matter be set down for the purpose of cross-examining the independent medical examiner, Dr. Brewer.

As an alternative thought the defendants inquire of applicant's counsel at this time if applicant would be willing to undergo the operative procedure as recommended by Dr. Brewer and will before the said operative procedure sign a waiver of liability and responsibility insofar as the defendants are concerned as to the surgery for the cystic lung condition should the lung biopsy prove to be negative. With the signing of such a waiver defendants might in the alternative authorize the lung biopsy and aforementioned operative procedure as recommended by Dr. Brewer.

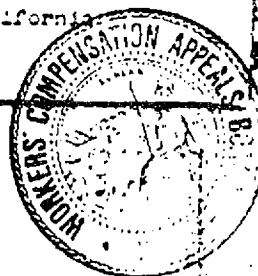
Very truly yours,

HERLIHY & HERLIHY

BY *James G. Jones*

KTTJ:JG
cc:

Hays & McLaughlin, 5331 Hollywood Blvd, Los Angeles, California
Spray, Gould & Bowers, 1871 Wilshire Blvd, Los Angeles 17
Joseph Bilchek, Travelers Insurance Co., 510 W. 6th, L.A. 14
Fred Carignan, American Motorist Insurance Co.
3545 Wilshire Boulevard, Los Angeles 5, California



JOHN W. URABEC, M.D.
SUITE 201 MEDICAL OFFICE - 11500
11500 WEST SIXTH STREET
LOS ANGELES 47, CALIFORNIA

26 April 1959

Mr. Kennis T. Jones,
c/o Herlihy and Herlihy,
412 West Sixth Street,
Los Angeles 14, California.

Re: RILEY, James Whitcomb vs.
Johns-Manville, et al: LA 182-835

Dear Sir:

I have read and considered the most recent letter of Dr. Brewer dated April 16, 1959 in which he assumes that the pulmonary fibrosis in this instance is due to his asbestosis by virtue of exposure to this substance. As I intimated in my report of February 14, 1958 there was some question in my mind as to whether this patient had a true pulmonary asbestosis therefore I requested the confirmation of such a diagnosis by a lung biopsy. I still think this procedure is indicated for the establishment of a definite diagnosis, but I also think that this should be the only procedure performed. Dr. Brewer would also like to perform a resection of the cystic disease in the lungs. I do not believe that this procedure is warranted as there is no proof that this patient's cystic disease is in any way related to his occupation. Furthermore, additional surgery would increase the surgical risk. Since Dr. Brewer has been the Independent Medical Examiner I would suggest that another disinterested thoracic surgeon perform the lung biopsy. I would like to suggest one of the surgeons in Dr. John C. Jones' group.

In answer to your questions of your letter of March 30, 1959 let me try to answer them in order. 1. It is not necessary to remove the cystic condition at the time of the lung biopsy. 2. This cystic lung condition could be due to a number of different causes and is most likely not related to any industrial injury. A cystic lung condition can be congenital or acquired. 3. The removal of the cystic portions of the lung would definitely add to the seriousness of the surgical risk and could if any post operative complications arise cause permanent impairment of lung function. 4. The finding of a photochromogenic acid fast bacillus in the cultures does not affect this alleged industrial injury. There is some question as to the infectiousness of this type of pulmonary infection which is not unlike the infection produced by the human tubercle bacillus. To date there has been no industrial relationship of this disease. As a matter of fact, I believe that the State Health Department does not consider this disease infectious as yet. 5. I do not quite understand this

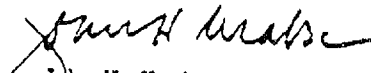


Re: James Whitcomb Riley
2

question. If by the test the lung biopsy is meant I would say that this procedure will help us in establishing a definite diagnosis. If the asbestosis can be disclaimed then this individual in all likelihood has no claim for compensation. 6. The lung biopsy can be performed without the concomitant removal of the lung cyst to establish a diagnosis. I do not know of any other method which would be more definite in attempting to determine the diagnosis and consequently the industrial causation.

I hope I have been of some help in answering your questions. If any other thoughts come to your mind please be free to call me by phone.

Very sincerely yours,


John H. Urabec, M. D.,



JOSEPH A. SPRAY
CHARLES P. GOULD
CHARLES W. BOWERS
NICHOLAS ARCHANGLO
JOSEPH L. SPRAY
PHILIP BRADSHAW
GEORGE W. MILLER
MURRAY W. BRADLEY
ALLEN ALINGDON
FRANK J. HUGHES
DESLIE O. LEAN
JAMES C. COFFEE
CONOR BROWN
TOMMY STANLEY
ARTHUR O. ARAGON
ROBERT P. DOUGHERTY
WILLIAM A. JEFFERY

SPRAY, GOULD & BOWERS

ATTORNEYS AT LAW

April 29, 1959

1959 APR 30 AM 9 59
1871 WILSHIRE BOULEVARD
LOS ANGELES 17, CALIFORNIA

FILED
APR 30 1959
FBI - LOS ANGELES

Industrial Accident Commission
501 State Building
217 West First Street
Los Angeles, California

Attention: Mr. George Martinelli, Referee

Re: James Whitcomb Riley vs. John Manville, et al
IAC Claim No. LA 182-835

Gentlemen:

It is requested that this matter be set for further hearing
for cross-examination of Dr. Brewer and rebuttal evidence.

Very truly yours,

SPRAY, GOULD & BOWERS

By *Maurice W. Bralley, Jr.*
Maurice W. Bralley, Jr.

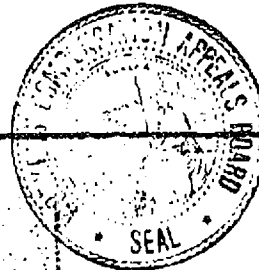
MWB:raj

cc: Hays and McLaughlin
6331 Hollywood Blvd.
L. A. 38
Herlihy and Herlihy
412 W. 6th
L. A. 14

Clopton and Penny
639 S. Spring, L. A.

Joseph Bilchak
Travelers Ins. Co.
610 W. 6th St., L. A. 13

Fred Carignan
American Motorists Ins. Co.
5545 Wilshire Blvd., L. A.



10.30 mail

LUMBERMENS MUTUAL CASUALTY COMPANY
AMERICAN MOTORISTS INSURANCE COMPANY
AMERICAN MANUFACTURERS MUTUAL INSURANCE CO.
FEDERAL MUTUAL INSURANCE COMPANY

JAMES S. REMPER, CHAIRMAN

3848 WILSHIRE BOULEVARD • LOS ANGELES 9, CALIFORNIA

APR 30 AM 9

EXHIBIT
DATE

April 29, 1959

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Re: 81 CM 68854 IOD
James W. Riley vs. John Manville, et al
IAC # L.A. 182 835

Gentlemen:

American Motorists Insurance Company has received copy of your joint communication dated April 23, 1959 attaching supplemental report dated April 16, 1959, of Lyman A. Brewer, III, M. D.

American Motorists Insurance Company requests that this matter be set for the purpose of cross-examination of Lyman A. Brewer, III, M. D., and the introduction of additional and/or rebuttal evidence.

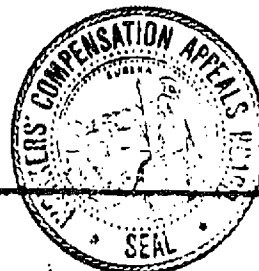
Very truly yours,

AMERICAN MOTORISTS INSURANCE COMPANY

F. E. Carignan
F. E. Carignan
Compensation Claim Department

FEC/ad

cc: Hays & McLaughlin, Attys., 6331 Hollywood Blvd., L. A. 28, Calif.
cc: Spray, Gould & Bowers, 1071 Wilshire Blvd., L. A. 17, Calif.
cc: Herlihy & Herlihy, Attys., 412 W. 6th St., L. A. 14, Calif.
cc: Clifton & Penny, Attys., 639 S. Spring St., L. A. 14, Calif.
cc: The Travelers Ins. Co., 510 W. 6th St., L. A. 13, Calif.
Attn: Joseph Bilchak



April 23, 1959

Hays and McLaughlin, 6331 Hollywood Blvd, Los Angeles 28, Calif.
Spray, Gould and Bowers, 1671 Wilshire Blvd, L.A. 17
Merliny and Merliny, 412 W. 6th St, L.A. 14
CLOPTON and Penny, 639 S. Spring St., LA 14
Joseph Bilchak, The Travelers Ins. Co. 510 W. 6th St., L.A. 13
Fred Carignan, American Motorists Ins. Co. 3545 Wilshire, L.A.

Gentlemen: RE: JAMES WHITCOMB RILEY vs. JOHNS MANVILLE,
et al LA 182-835

We hand you herewith the supplemental report of Dr. Lyman A. Brewer, dated April 16, 1959. He has attached to this report a statement of the probable fee for the proposed surgery.

The parties are hereby notified that unless good cause to the contrary be shown within the next seven days, the above-entitled matter stands submitted for decision.

Yours very truly,

Enc 2
GAM:NN

GEORGE A. MARTINELLI
Referee



10.30 met

FRANK B. COLLEY, M.D.
LYMAN A. BREWER, III, M.D.
EDWARD L. KING, M.D.
CHURCH ST. 87000

RECEIVED
INDUSTRIAL ACCIDENT
COMMISSION LOS ANGELES

APR 21 AM 8 48
5000 WILSON BLVD.
LOS ANGELES 37, CALIFORNIA

April 16, 1959
EXHIBIT NO. _____
REFeree

George A. Martin, LA Referee
State of California
Industrial Accident Commission
State Building
Los Angeles 12, California

cc: Dr. Curlin

Re: James Whitcomb Riley
No: 57 LA 182-835
Conference: 4/15/59

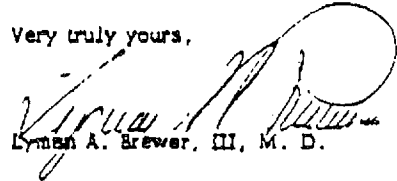
Gentlemen:

This is the second request concerning the propriety of the surgery on the above patient. We refer you to the letter of March 3, 1959, in which we stated that we believed it was poor medicine to go ahead and do a thoracotomy for a lung biopsy when a diseased portion of the lung which was a potential hazard to the patient would be left behind. The patient does have a pulmonary fibrosis which is compatible with asbestosis and since he has had an exposure to this dust, it is reasonable to consider this case as industrial in origin. However, since the diagnosis can be made only with certainty by lung biopsy, the patient was originally referred to this office for such a procedure. We believe that if the lung biopsy is justifiable as an industrial operation, then removal of the concomitant diseased part of the lung should be so considered and this phase of the surgery could be carried out at the same time and under the same auspices. Thus, it is reasonable to consider both phases of the surgery as industrial.

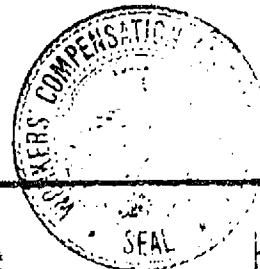
It, then, is our considered opinion on this case and we hope this answers your question.

LAB:d

Very truly yours,


Lyman A. Brewer, III, M. D.

SERVED: 4-23-59 nm:
Mays, McLaughlin,
Spray, Gould, Bowers
Herlihy and Herlihy
Clopton and Penny
J. Bilchak, The Travelers
P. Carignan, American Motorists



CONTINUED:

C. R. Dutton, C. A. Leighton, Weston Fibre Glass Supply, Ltd.
739 Bryant St, San Francisco 7

The United Pacific Insurance Co. 616 South Shatto Place, L A
Standard Accident Insurance Company 548 South Kingsley Dr, L A
~~Standard Accident Insurance Company~~

General Accident, Fire & Life Ins Corp 3535 West 6th St, L A
National Automobile & Cas Co 639 South Spring St, L A

Liberty Mutual Ins Co. 714 So. Hill St. Fl.
State Comp. Ins. Fund Box 2134, L.A. 54



CASE NO. 57 L.A.182. 25

case. In the Veterans Administration Hospital records, there is no reference to pneumoconiosis.

Experimental studies conducted at Lake Saranac, New York, on animals who are exposed to minute particles of fiberglass in high concentration indicate that, in a period of time, they develop inflammation of the lungs and fibrosis. In this particular case, therefore, it would be difficult to say that fiberglass dust inhalation is not contributing to the applicant's condition.

He examined the applicant again on January 20, 1958, and his diagnosis has been the same. His conclusions at that time were that the applicant was still suffering from pulmonary inflammation which was still active, but improving; the degree of fibrosis of the lungs was the same; the applicant was weak and run-down and a new finding of anemia was made, which condition was later corrected. It is his opinion that the applicant is suffering from a pneumoconiosis of occupational origin. He has pulmonary fibrosis with features of asbestosis; but it is very difficult to say that the asbestosis is not complicated by other foreign dusts, such as fiberglass, foamglass, rock wool, etc. In other words, there may have been other industrial hazards which are present. It is not his opinion that the photochromogenic disease is the cause of the applicant's disability at this time, for the reason that the photochromogenic disease usually starts at the apex of the lung, but here, first x-rays showed involvement of the base of both lungs, and then later x-rays showed that the condition had advanced to the apex. Usually, in photochromogenic disease, the first findings are in the apex, and not in the base of the lungs.

On June 17, 1958, he made a report to the Prudential Insurance Company, diagnosing the applicant's condition as "pulmonary fibrosis with emphysema, due to photochromogenic acid-fast bacilli. On April 18, 1958, he made a similar report to the Occidental Insurance Company and, on March 3, 1958, he prepared an affidavit describing applicant's condition as "pulmonary fibrosis due to photochromogenic acid-fast bacilli." It is the witness' opinion, and not merely a possibility but a reasonable certainty, that he is suffering from an occupation pneumoconiosis; asked whether a lung biopsy would be helpful, he stated that such a procedure is dangerous; first of all, the tissue to be examined must be taken from the diseased portion of the lung; and the surgery to this portion of the lung may cause a deterioration of the condition. Consequently, he would not recommend it.

Usually asbestosis is found among these employees engaged in the manufacture of the product rather than those who use it; and, in the former cases, the condition is the result of extreme exposure. With the history in mind, that the applicant worked with asbestos products, he instructed Dr. Smith to make a careful check for asbestos bodies.

DISPOSITION: Appointment of an Independent Medical Examiner under advisement for 5 days, at which time parties will be notified of the Referee's decision in this regard.

GAM:nd



BEFORE THE
INDUSTRIAL ACCIDENT COMMISSION
OF THE
STATE OF CALIFORNIA

Case No. 57-LA 188-435

GRACE RILEY, by her Guardian ad Litem and
Trustee, James C. Riley

Applicant

vs.

JOHN-MARYVILLE, INC., et al

Defendants

Order Dismissing
Party Defendant

Pursuant to Notice of Intention; and
Good Cause Appearing Therefor:

IT IS HEREBY ORDERED THAT
Jamar and Olsen Company; and
Employers Mutual Liability Insurance Company of Wisconsin

Parties
be dismissed ~~and party~~ defendant in the above entitled case.

AMEN
DATED AT LOS ANGELES, CALIFORNIA
APRIL 25, 1962
S AL

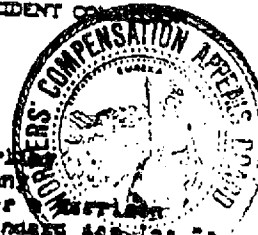
GEORGE I. MARTINELLI

Referee
INDUSTRIAL ACCIDENT COMMISSION

Copies mailed on APRIL 25, 1962 19__

178, McLaughlin and Evans
Ray, Gouls and Bowers
Singand, Tipton, et al
Nichols, The Travelers Ins. Co.
J. Carignan, American Motorists
Liberty Mutual Ins. Co.
State Comp. Ins. Fund
Jamar and Olsen Co.

Berling and Horning
Clifton and Fenn
Brobeck, Pfeiffer & Pfeiffer
Ray Busick, Standard Acrylics Co.
McCaskey & Licker, Natl. Auto.
Petersen & Willis, Employers Mut. Liab.
Jamar and Olsen Co.



WAT
INSERT
COMM. ACCIDENT BOARD

INDUSTRIAL
INDEMNITY

October 17, 1961

Aetna Casualty and Surety Co.,
810 South Spring Street,
Los Angeles 14, California.

Oct 19 11 16 AM '61
NOTED
EXHIBIT CASE NO.
REFERENCE

Decedent: James Whitcomb Riley
Applicant: ~~James Whitcomb Riley~~
IAC No: 27-14-183-1961
Our Claim No: CS7-03-11487

Gentlemen:

On August 3, 1961, the Industrial Accident Commission issued its Order Appointing Trustee, Findings and Award, and Order For Contribution. To date you have not complied with this award.

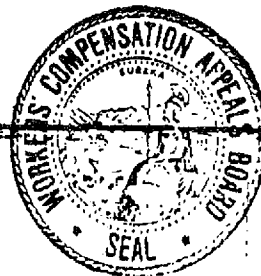
Demand is hereby made for immediate compliance with the provisions of the award.

Sincerely yours,

D. W. Brown
Claims Supervisor

DWB/ly

cc: Industrial Accident Commission



INDemnITY

October 17, 1961

State Compensation Insurance Fund,
Box 2134
Los Angeles 34, California

Deceased: James Whitcomb Riley
Applicant: Grace Riley
LAG No: 57-LA-182-835
Our Claim No: CS7-03-11437

Gentlemen:

On August 3, 1961, the Industrial Accident Commission issued its Order Appointing Trustee, Findings and Award, and Order For Contribution. To date you have not complied with this award.

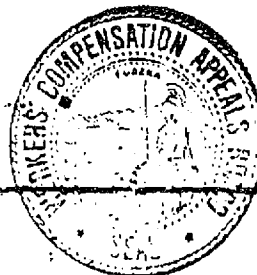
Demand is hereby made for immediate compliance with the provisions of the award.

Sincerely yours,

B. W. Brown
Claims Supervisor

DWB/ty

cc: Industrial Accident Commission



April 20, 1961

The E. J. Bartells Company
1212 Sixth Avenue South
Seattle 4, Washington

Attention: E. A. Johnson

RE: JAMES WHITCOMB RILEY vs
JOHNS-MANVILLE, INC.
57-11-103-835

Gentlemen:

Inasmuch as your letter of April 20, 1961 to this office indicates that your workmen's compensation carrier is the Department of Labor and Industries, Olympia Washington, a copy of said letter and of this reply are being sent to said office.

It appears advisable that you contact your aforementioned insurance carrier for advice regarding further proceedings in the above captioned case.

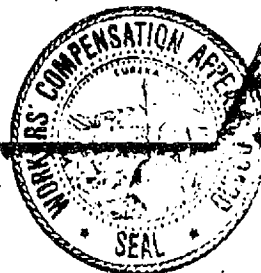
Very truly yours,

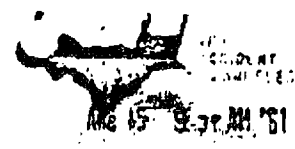
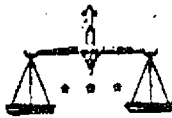
MAURICE O. HUESCH, Counsel
Industrial Accident Commission

DE:ls

Dept. of Labor & Industries
Olympia, Washington

Encl.





Standard Accident Insurance Company

CASUALTY - FIRE - MARINE - FIDELITY - SURETY

SOUTHERN CALIFORNIA BRANCH OFFICE
140 S. KIMBLEY DRIVE
LOS ANGELES 5, CALIF.

AND FILED
RECEIVED
AUG 15 9 37 AM '61
ATTORNEY

ROBERT L. HAMMOND
MANAGER

INSERT
CORRECT ADDRESS SHEET

August 14, 1961

Barlitz & Barlitz
Attorneys at Law
Suite 516, Park Central Bldg.
112 West Sixth Street
Los Angeles 14, California

Attn: George Thompson

Re: Our File No. 91-C-244996
Employer: Armstrong Cork Company
Injured: James Whitcomb Riley
Date of Injury: 1951
IAC Case No. 57 LA 403-435
Riley vs. John-McKinnis, et al.

Gentlemen:

Pursuant to the award by the Industrial Accident Commission in the captioned matter, you will find enclosed herewith Standard Accident Insurance Company draft in the amount of \$219.31 payable to Industrial Indemnity Company, which represents our share of the award dated August 3, 1961.

Yours very truly,

V. C. MC DONALD
Mgr., Claim Dept.

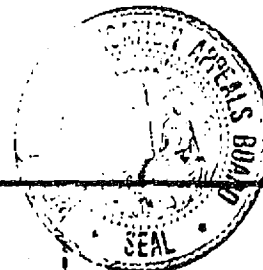
VCM:ev
Enc.

- cc. Industrial Accident Commission
- cc. Ray J. Clack, Attorney at Law



Industrial Accident Commission - 10/17/58

<u>Employer</u>	<u>Period Ended</u>	<u>Amount</u>
Philip Carey Mfg. Co.	3/31/53	\$ 7.90
Clark B. Reece Reece Insulation Co.	3/31/53	348.00
Plant Insulation Co., Inc.	3/31/53	\$ 75.40
	6/30/53	1,908.80
	9/30/53	1,615.80
Armstrong Cork Co.	12/31/53	\$ 144.00
Clark B. Reece Reece Insulation Co.	3/31/54	\$ 1,029.00
	6/30/54	72.00
Armstrong Cork Co.	3/31/54	\$ 522.00
	6/30/54	1,391.60
	9/30/54	1,686.40
Owens-Corning Fiberglas Corp. Toledo, Ohio	12/31/54	\$ 78.60
Coast Insulating Products Corp. 2316 San Fernando Road Los Angeles 65, Calif.	12/31/54	\$ 100.80
Coast Insulating Products Corp.	3/31/55	\$ 1,741.95
	6/30/55	63.00
	9/31/55	1,157.00
Owens-Corning Fiberglas Corp.	6/30/55	\$ 1,313.00
Los Angeles Cork Co., Corp.	6/30/55	\$ 39.00
	9/30/55	208.00
Plant Insulation Co. & Corp.	9/30/55	\$ 2,193.00
	12/31/55	910.00



Industrial Accident Commission - 10/17/58

<u>Employer</u>	<u>Period Ended</u>	<u>Amount</u>
Johns Manville Sales Corp. 22 E. 40th St. New York 16, New York	9/30/55	\$ 130.00
Totman Morgan Co. 122 S. Michigan Ave. Chicago 3, Ill.	1/31/56 6/30/56 9/30/56	\$ 1,371.50 1,564.00 1,164.50
Coast Insulating Products & Corp.	3/31/56	\$ 234.00
J. T. Thorpe, Inc.	9/30/56 12/31/56	375.20 1,527.60
J. T. Thorpe, Inc.	3/31/57 6/30/57	\$ 1,340.00 1,065.30
Totman Morgan Co.	3/31/57	\$ 132.00
Mountain State Construction Co. P. O. Box 7586 Denver, Colo.	6/30/57	\$ 480.00

Our records do not show the exact dates of employment since employers are not required to furnish this information on their reports.

Sincerely yours,

J. L. Ray
J. L. Ray
Assistant Director



10-23-1958
WILLIAM T. HAYS
JOHN F. McLAUGHLIN

HAYS & McLAUGHLIN
ATTORNEYS AT LAW
6331 HOLLYWOOD BOULEVARD
LOS ANGELES 28, CALIFORNIA
HOLLYWOOD 7-7700

OCT 29 AM 9 19

FILED
OCT 29 1958
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

October 24, 1958

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Attention: George A. Martinelli, Referee

Re: JAMES WHITCOMB RILEY vs. JOHNS MANVILLE, et al
I.A.C. Case No. 57 LA 182-835

Dear Sirs:

*see letter
dated
11/5/58
JFM*
We are enclosing a letter from the California
Inspection Rating Bureau dated July 18, 1957 which shows
in Paragraph 10 that by the records of that company,
Pacific Indemnity Company was the workmen's compensation
insurance company for the Plant Insulation and Thorpe
Insulation Company from May 9, 1951 to June 30, 1951,
and from June 30, 1951 to January 1, 1952.

We are writing to that company to ascertain
what their records show concerning insurance coverage
by Pacific Indemnity Company. Based, however, upon
the letter from the California Inspection Rating Bur-
eau, it would appear premature to dismiss Pacific In-
demnity Company.

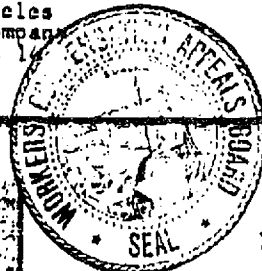
Very truly yours,

HAYS & McLAUGHLIN

John F. McLaughlin
John F. McLaughlin
Attorneys for Applicant

JFM:rr
Enclosure

cc: Herlihy & Herlihy, 412 W. 6th St., Los Angeles 14
Clopton & Pennv, 639 So. Spring St., Los Angeles 14
Spray, Gould and Bowers, 1671 Wilshire Blvd., L.A.
F.E. Carignan, American Motorists Ins. Co.
3545 Wilshire Boulevard, Los Angeles
Joseph Bilchak, Travelers Insurance Company
510 West 6th Street, Los Angeles 14



CALIFORNIA INSPECTION RATING BUREAU

680 SANSOME STREET
SAN FRANCISCO 11, CALIFORNIA

July 18, 1957

R. G. O'BRIEN
GENERAL MANAGER
P. L. DAVEY
ASST. GENERAL MANAGER
J. M. MOYALIAN
RECORDS

RECEIVED
R. T. Read
General File

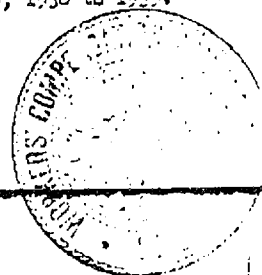
William T. Hays
6331 Hollywood Boulevard
Los Angeles 28, California

RE: JAMES WHITCOMB RILEY

Gentlemen:

In reply to your letter of June 20, 1957 requesting workmen's compensation insurance carriers for James Whitcomb Riley, our records reveal the following information.

1. John Manville or J. M. Products Company, for the year 1920, at 2960 Leona, Vernon, California. We have no record for the year of 1920, our records only go back to September 13, 1930 to 1939.
2. Warren and Bailey for the year 1925. Our records do not go back that far.
3. Southern Asbestos Company, 1926 and 1927. We have a file for Southern Asbestos and Magnesia Corporation at 1701 North Main Street, Los Angeles. For the period of May 11, 1926 to November 1, 1927, Associated Indemnity was the carrier. From November 1, 1927 to August 1, 1928, Phoenix was the carrier.
4. Asbestos Company of California, San Francisco for the year 1928. We have no record.
5. Plant Rubber and Asbestos Company for the years 1929 through 1933, address: 2741 Yates Street, Los Angeles, California. We have no record.
6. Los Angeles Rubber Company, Los Angeles for the period of 1934. We have a file for Los Angeles Rubber and Asbestos Works Corporation at 122 East 3rd Street, Los Angeles. Our records only go back as far as June 30, 1930 to 1939.



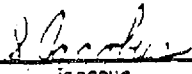
7. Plant Rubber and Asbestos Company for 1942 through 1946. We have no record.
8. Marine Engineering Company and Fiberglass Company, 1948 through 1949. We have no record.
9. Lynch Asbestos Company for the year 1950. We have a file for Lynch Asbestos Company at 2939 South Suncl Drive, Los Angeles. The carrier was Industrial Indemnity for the period of April 7, 1949 through 1951.
10. Plant Insulation and Thorpe Insulation Company, years 1951 through 1954. We have a file for Plant Insulation and Thorpe Insulation Company at 2741 South Yates Avenue, Los Angeles. Pacific Indemnity for the year of May 9, 1951 to 1952 cancelled as of June 30, 1951. Pacific Indemnity from June 30, 1951 through 1952, cancelled as of January 1, 1952. Fireman's Fund from January 1, 1952 through 1954, cancelled as of October 1, 1953. Zurich from October 26, 1953 through 1954 cancelled as of November 13, 1953. Fireman's Fund from October 1, 1953 to 1954, cancelled as of May 1, 1954. Fireman's Fund from May 1, 1954 to 1955, cancelled as of October 1, 1954 or Employers Mutual from June 19, 1954 to 1955.
11. Coast Insulation Company for the year 1955, 2316 San Fernando Boulevard, Los Angeles. Guarantee Insurance Company, May 1, 1954 to 1955 and Argonaut from May 1, 1955 to 1956.
12. Armstrong Cork Company through year 1955 at 1206 Maple Ave., Los Angeles, California. We have two addresses for this company, one at 58 Tehama Street, San Francisco and 5037 Patara Street, South Gate, Los Angeles. Carrier was Travelers from January 1, 1955 to 1956.

We trust this information will be sufficient for your records.

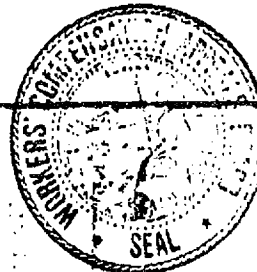
Very truly yours,

R. T. Read, Superintendent
Underwriting Department

By


J. Jacobus

W:ms



October 22, 1958

Mays & McLaughlin, 6331 Hollywood Blvd, Los Angeles 28, Calif.
Merliny and Merliny, 412 W. 6th Street, Los Angeles 14, Calif.
Clopton and Perry, 639 South Spring Street, Los Angeles 14, Calif.
Spray, Gould and Bowers, 1671 Wilshire Blvd., Los Angeles, Calif.
F. E. Carignan, American Motorists Ins. Co. 3545 Wilshire, L.A., Calif.
Joseph Bilchak, The Travelers Ins. Co. 510 W. 6th Street, L. A. 14, Calif.

Gentlemen:

RE: JAMES WHITCOMB RILEY vs. JORGE MANTVILLE, et al
LA 187-835

We hand you herewith the original and supplemental reports of Dr. Lyman A. Brewer, Independent Medical Examiner, dated August 20, 1958 and October 7, 1958 respectively.

Inquiry has been made by the several parties relative to the full cost of the examination, although our records indicate that copies of the bills have heretofore been served upon the parties. However, for your information, the charges made by Dr. Brewer are as follows:

"August 8, 1958: Examination, consultation and chest x-ray	\$ 32.00;
October 8, 1958: Second letter on report	<u>10.00.</u>
	\$ 42.00/

Dr. Brewer has requested authorization for the performance of a lung biopsy to assist in the final diagnosis of this case. We are requesting of the defendants at this time authorization to proceed with such tests and examination, together with whatever hospitalization, etc. as may be necessary for a full and complete report.

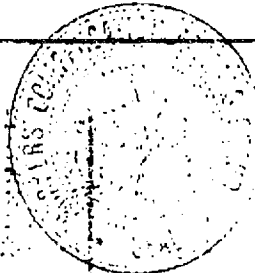
We would appreciate an early reply to this request.

Relative to defendant Pacific Indemnity Company's request for dismissal, it is the intention of this Commission to dismiss said Pacific Indemnity Company since insurance coverage has not been proven against it, unless good cause to the contrary is shown within the next seven days.

Yours very truly,

GAM:MY

GEORGE A. MARTINELLI, Referee



FRANK S. COLLEY, M.D.
LYMAN A. BREWER, III, M.D.
HOWARD L. KING, M.D.
BUREAU HEAD

STATE MEDICAL EXAMINER
LOS ANGELES, CALIFORNIA

October 7, 1958

Paul Beddoe, M. D.
State of California Industrial Accident Commission
State Building
Los Angeles 12, California

Re: James Whitcomb Riley
No: 57 LA 182-835
Conference: 10/6/58

Dear Doctor Beddoe:

On September 26, 1958, you have requested a supplemental report on the above patient as a result of our examination of August 20th, 1958. We have been asked to note Referee G. A. Martinelli's memo, dated July 14, 1958.

I refer you to paragraph 2 and 3 on page 3 of our report of 8/15/58. In that it is stated that the patient does have pulmonary fibrosis. The cause of this pulmonary fibrosis is not definitely known. Although asbestosis is a possibility yet in our opinion the exposure has not been well enough documented to prove that asbestosis is the cause of the fibrosis. Therefore, it was our recommendation that a lung biopsy be carried out to make certain of the diagnosis in this case. Since the diagnosis is in question, one cannot answer categorically Question #1: "Is the patient suffering from asbestosis or any similar type of disease?" Thus, the whole case is, in our opinion, unproven and needs the lung biopsy for final diagnosis. There is no question that this patient is incapacitated. The amount of incapacitation, of course, depends upon the functional tests which apparently he had at Doctor Motley's Laboratory, at the Hospital of the Good Samaritan, the report of which we have not found. But, before elaborate grading of the disability be made, definite proof should be obtained that this is, in truth, asbestosis or silicosis of industrial origin.

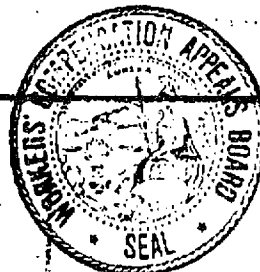
We hope this makes our position clear. If there are any further questions, kindly let us know.

LAB:d

Very truly yours,

Lyman A. Brewer, III
Lyman A. Brewer, III, M. D.

RECEIVED: 10-20-58 from: Hays and McLaughlin; Herlihy and Herlihy; Tipton and Penny; Spray, Gould and Bowers; F. E. Carignan, American Motorists; Joseph Bilczak, The Travelers Ins. Co.



FRANK S. COLLEY, M.D.
LYMAN A. BREWER, M.D.
EDWARD L. KINGS, M.D.
Bureau 7-6220

INDUSTRIAL MEDICAL ENGINEERS
3000 S. CALIFORNIA

August 20, 1958

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Attention: Mr. William Kaplan, Referee
Paul Seddoe, M. D.

Re: James Whitcomb Riley
Claim No: 57 LA 182-835
Conference: 8/15/58

Gentlemen:

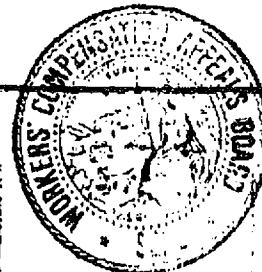
The above patient was examined in our office on 8/8/58, at your request, and the findings reviewed at our regular conference. The patient states his chief complaint is that of tiring easily, being short of breath and unable to carry out his accustomed work. The patient believed himself well until 1953 when dyspnea was first noticed and has slowly progressed since that time. This was followed by cough and expectoration of several grams of sputum daily. In January, 1957, accentuation of the above symptoms occurred with about a ten pound weight loss. He worked until May 15th, 1957, when the cough became very severe with weakness and easy fatigue prevented his carrying out his customary activities. June 10th and 21st, 1957, Doctor Morris Shift discovered tubercle bacilli in the sputum. X-rays were reported as showing active pulmonary tuberculosis. He was treated at the Long Beach Veterans Hospital from July 10th, 1957 to January 13th, 1958. Extensive laboratory studies at this institution revealed this was a photochromogenic type of acid fast bacilli which is not the usual type and considered noncontagious although it produces pulmonary disease. He was treated with isonicotinic hydrazid and pyrazinamid at the VA Hospital and since then has been under the care of Doctor John Shirey who has continued him on the isonicotonic hydrazid, streptomycin twice a week. He complains now of shortness of breath upon walking one to three blocks, or climbing one flight of stairs. The cough has decreased and he has gained back some weight, weighing 118 pounds, his lowest was 110 pounds and the average weight is around 145 pounds.

Past medical history: He has had mumps and measles, scarlet fever in childhood, no injuries or major surgery. He considered himself perfectly well until the onset of the present illness.

Family history: His father died at 73 of heart disease, his mother of unknown causes at the same age. Three siblings are living and well; three children are living and well. No family history of tuberculosis, no exposure to tuberculosis, no history of neoplasm or other familial diseases.

Occupational history: He has been employed in installation work since 1920. This has entailed applying such insulating substances as asbestos, rock wool, fiber

SERVED: 10-22-55 hrs: Hays & McLaughlin; Murphy and Murphy; Clopton & Penny; Spray, Gould and Bowers; P. E. C. Fagan, American Motorists; and Joseph Bliznak, The Travelers Ins. Co.



Re: James Whitcomb Riley
page 2-

glass, coarse cork and various blocks including Detrick, Mono, and Kalo preparations. He stated it was frequently necessary to cut the blocks or pieces of the various substances which raised a dust which was particularly heavy when he worked in closed rooms. The dust concentration was very high at times, and at which times he did wear a protective mask although this was not generally used.

He worked for some 18 different companies or more during this period of time. The names and dates and working conditions have been carefully recorded on the voluminous records of the Industrial Accident Commission and will not be repeated here. However, the patient particularly felt that he was exposed to Ramiculite (mica powder) for seven months in Carlsbad, working for the Popman Morgan Company, and also seven months at Redondo Beach, working for the J. P. Thorpe Company prior to his cessation of work. He felt the dust exposures were particularly high during that period of time during his time of employment with those companies. He further stated that dry pumice was used in some of the packing and insulating operations.

History by systems: Except for the cardiorespiratory revealed no complaints bearing on this case.

Physical examination revealed a fairly well developed, thin, 58 year old male in no acute distress. Temperature 98.6°, pulse 88, respirations 20, blood pressure 130/80, weight 128 pounds. Head and neck: No positive findings, no nodes were felt either anterior or posterior cervical regions. Chest: Slight increase in the anterior-posterior diameter, respirations fairly deep and equal. Breath sounds were vesicular in type, diminished. Transient rales were heard on coughing at the bases posteriorly. Heart is not enlarged, rhythm regular, no murmurs. Abdomen: No masses nor organs felt. Extremities: no edema, reflexes active, no sensory changes. Fluoroscopy of the chest showed the diaphragms moved well, equally, about 4 cm., some linear fibrosis over the lower half of both lung fields. At the right apex, considerable fibrosis was present. Cavitation could not be made out definitely but was suspected. Heart was not enlarged, aorta and pulmonary conus were within normal limits.

Review of the x-rays: February, 1958, showed moderately advanced pulmonary fibrosis, most prominent at the bases bilaterally. In addition there is a fibrotic infiltration at the right apex and subapical area, which shows some rarefaction. Recent films show no essential change. Laboratory data: No new laboratory tests were ordered on this patient because there is ample documentation on the reports made available to the undersigned by the Industrial Accident Commission. The most significant findings are: (1) the finding of the photochromogenic acid fast bacilli, and (2) it is definitely stated that on at least one occasion asbestos fibers had been found in the sputum by Doctor Richard Smith (Laboratory). However, the patient stated he had careful pulmonary function studies at Doctor Motley's Laboratory, at the Hospital of the

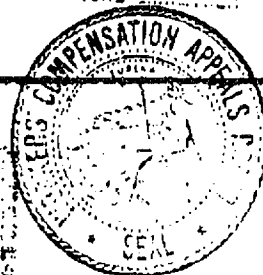


Re: James Whitcomb Riley
page 3-

Good Samaritan, July 8th, 1958; and this report was not found by the undersigned with the Industrial Accident Commission's record. The main question posed by this patient, of course, is whether or not he has asbestosis or some other form of industrial pulmonary fibrosis.

In support of the asbestosis diagnosis, we have exposure to asbestos dust over this long period of time. However, the exact concentration of these dust particles are not known and the clinical disease is more commonly reported in patients who have fabricated the products rather than those who apply them. No careful documentation of the exact concentration in the air during these periods of time of asbestos dust has been recorded. The finding of asbestos fibers in the sputum points to exposure but does not definitely make the diagnosis. Actually it is well known that the fibers have to be over 10 microns in length in order to cause a characteristic plugging of the bronchioles which results in the clinical disease of asbestosis. The size of the fibers in the sputum report has not been given. The basilar infiltration of the lung fields is in support of asbestosis, which shows a predilection for these areas. One would have to discount the apical infiltration on the right which is presumably caused by the photochromogenic acid fast infection. This seems to be a superimposed infection on the pulmonary fibrosis and emphysema that is present. Other industrial irritating dusts have been amply documented in this record, including silica, magnesium, foam and fiber glass and rock wool. However, the characteristic butterfly and hilar infiltrations of silicosis is not seen on the x-ray. The patient has a prolonged exposure history to these dusts, of at least 15 years. Exposure over a period of at least 15 years is usually considered necessary for asbestosis unless the concentrations are exceedingly high which apparently has not been constantly true in this case. The diagnosis in this case certainly is pulmonary fibrosis with secondary emphysema. Photochromogenic acid fast infection of the lung, involving the right apex, is a secondary diagnosis.

At the present time the patient's disability does not seem to be caused by the photochromogenic acid fast pulmonary disease which has been well treated and seems to be under control. Our opinion is that it is due to the pulmonary fibrosis. This pulmonary fibrosis is entirely compatible with the aspiration of asbestos fibers and the other aforementioned dusts. Certainly no one can rule out, on the evidence that is available, that these irritating dusts have not caused the basal pulmonary fibrosis and secondary emphysema. In fact, it is agreed by all the medical examiners to be present. The certain method of proving this, however, would be by a lung biopsy. Since the photochromogenic acid fast infection is apparently under control, we believe the situation is different from that reported in September, 1957, by Doctor Shirey who felt there was an undue risk to such a biopsy. In our experience there is, of course, a risk to every thoracotomy, but with proper precautions in this patient's case, we feel the risk to be small, indeed. In fact, this is our recommendation, which would support the diagnosis of pulmonary fibrosis secondary to asbestos



Re: James Whitcomb Riley
page 4-

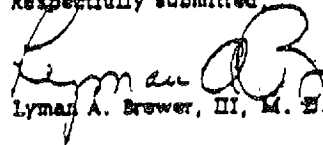
MEDICAL EXAMINE

silica and other dusts inhalation with the photochromogenic acid fast infection
secondary to this.

We hope the above outlined information will be useful in this case.

LAB:d

Respectfully submitted,


Lyman A. Brewer, III, M. D.



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

CASE NO. 57 LA 182-835

JAMES WHITCOMB RILEY,

Applicant,

vs.

JOHNS-MANVILLE, et al

Defendants.

Order Appointing
Independent
Medical Examiner

James Whitcomb Riley, an employee claiming compensation,
is hereby directed, under the authority conferred by the Workmen's Compensation LAWS to report
for examination to Dr. Lyman A. Brewer, a regular practicing
physician, at 2010 Wilshire Blvd., Los Angeles, California
on FRIDAY - AUGUST 8 - at 3:30 PM and the said physician is hereby
appointed to make such examination and to report the result thereof to the Industrial Accident Com-
mission for its consideration.

William Kaplan
Referee

Dated this 31st day of July, 1957



UNLESS THIS APPOINTMENT IS KEPT, FURTHER PROCEEDINGS
IN REGARD TO THIS CLAIM MAY BE SUSPENDED

Filed:
Served:
EE _____ EEA _____
ER _____ ERA _____
INS _____ INSA _____
LN. CL _____ SUIP _____

The Travelers

CLAIMS DEPARTMENT
FREDERICK G. JENNINGS, Claim Manager

The Travelers Insurance Company
The Travelers Indemnity Company

BRANCH OFFICE
610 West Main Street
LOS ANGELES 14, CALIFORNIA
Telephone MA 6-6771

September 18, 1958

B 8545076
Johns Manville, et al
Re: James Whitcomb Riley
57 LA 182-835

Industrial Accident Commission
501 State Building
Los Angeles 12, California

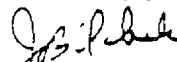
ATTN: George A. Martinelli, Referee

Gentlemen:

We are in receipt of bill for Independent Medical Examiner on the above case.

We are hereby requesting a copy of the total bill, or in the alternative the breakdown of the various charges allocated to each defendant.

Very truly yours,



JOSEPH Blichak
Hearing Representative

JB:kb

cc: Hays & McLaughlin, Attys.
5351 Hollywood Blvd.
Los Angeles 28, California

Herlihy and Herlihy, Attys.
412 West Sixth Street
Los Angeles 14, California

Clepton and Penny, Attys.
839 S. Spring Street
Los Angeles 14, California

Spray, Gould and Bowers, Attys.
1671 Wilshire Blvd.
Los Angeles, California

F. E. Carignan
American Motorists
3545 Wilshire Blvd.
Los Angeles, California

HOME OFFICE: 300 MAIN STREET HARTFORD 18.



7.3 mart
E. HERBERT HERLIHY
F. GEORGE HERLIHY
A. A. STOLL
W. E. CLAMING
JOSE P. EVANS
JOHN L. SWANSON
RICHARD C. HALLERT
KENNETH T. JONES
GEORGE B. THOMPSON

HERLIHY & HERLIHY

ATTORNEYS AT LAW
SUITE 205 FIVE CENTRAL BUILDING
410 WEST SIXTH STREET
LOS ANGELES 14, CALIFORNIA
TELEPHONE MARDEN 7-4311

RECEIVED
SEP 8 PM 2:09
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
RECEIVED
SEP 8 PM 2:09
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

September 5, 1958

Industrial Accident Commission
501 State Building
217 West First Street
Los Angeles 12, California

ATTENTION: Referee George A. Martinelli

Re: James Whitcomb Riley vs.
Plant Insulation, et al
I. A. C. Claim No. 57 LA 182-835

Dear Sirs:

At this time we are again writing requesting a formal Order of Dismissal issue as to our client, Pacific Indemnity Company.

As you will recall, at the hearing held in Long Beach on January 2nd and January 3rd of 1958 a Motion to Dismiss the Pacific Indemnity Company as a party defendant was made and granted by you. On July 14, 1958 we wrote requesting a formal Order of Dismissal.

At the present time our client is very interested in having such an Order so that they may close their file. Therefore, would you please issue such an Order as quickly as possible.

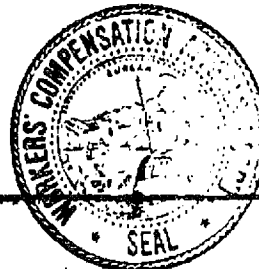
Very truly yours,

HERLIHY & HERLIHY

By *Kenneth Jones*

KWJ:DCJ

cc: Hayes & McLaughlin
Attorneys at Law
6331 Hollywood Boulevard
Los Angeles 28, California



7.3 mail
HERBERT HERLIHY
GEORGE HERLIHY
H. A. STOLL
RAY B. CUMMING
BARRY F. EVANS
JOHN L. BRANSON
RICHARD C. HALLERT
KENNETH T. JONES

HERLIHY & HERLIHY 15 PM 2 22
ATTORNEYS AT LAW
SUITE 616 PACIFIC CENTRAL BUILDING
415 WEST NINTH STREET
LOS ANGELES 14, CALIFORNIA
TELEPHONE TRINITY 4411
CU
VETERANS
CASE NO.
REFEREE

DATE & LOCATION
REMARKS

July 14, 1958

Industrial Accident Commission
501 State Building
217 West First Street
Los Angeles 12, California

ATTENTION: Referee George A. Martinelli

Re: James Whitcomb Riley vs.
Plant Insulation, et al
I.A.C. Claim No. 57 LA 182-835

Dear Sirs:

As you will recall, at the hearings held on this matter at the Veterans Administration Hospital in Long Beach on January 2nd and January 3rd 1958, the Pacific Indemnity Company, pursuant to stipulation of all parties present, was formally dismissed.

The Pacific Indemnity Company and this firm is interested in having a formal Order of Dismissal issued. Would you please issue such an Order at your convenience.

Very truly yours,

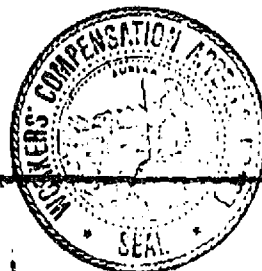
HERLIHY & HERLIHY

By

Kenneth T. Jones

KTJ:DCJ

cc: Hayes & McLaughlin
6331 Hollywood Boulevard
Los Angeles 28, California



July 14, 1958

Bays and McLaughlin, 6331 Hollywood Blvd, Los Angeles 28, Calif.

Merlihy and Merlihy, 412 W. 6th Street, Los Angeles 14, Calif.

Clepton & Perry, 639 S. Spring Street, Los Angeles 14, Calif.

Spray, Gould and Bowers, 1671 Wilshire Blvd, Los Angeles, Calif.

F. E. Carignan, American Motorists Ins. Co. 3545 Wilshire Blvd., L.A.

Joseph Bilchak, The Travelers Ins. Co. 510 W. 6th Street, Los Angeles 14.

Gentlemen:

RE: JAMES WHITCOMB RILEY vs. JAMES McVILLIE, et al
37-414-157-615

After a review of the entire record, it is felt that the appointment of an independent medical examiner is indicated. The parties are hereby notified that the defendants' offer of an independent medical examiner is accepted.

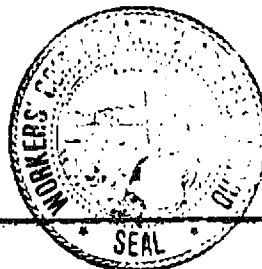
It is assumed that all necessary tests, x-rays, etc. and hospitalization is authorized. If I am incorrect in this understanding, you should notify me immediately. The applicant will therefore be examined by an independent medical examiner, whose report will be filed and copies served upon the parties, at which time a further disposition will be made. Please file all x-rays in your possession with the Commission.

The applicant will receive notice in the mail as to the time and place of examination.

Yours very truly,

GEORGE A. MARCHETTI, Referee

CAR: 37
cc: James Whitcomb Riley
447 W. 42nd St., L A 37



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
CASE NO. 57-L.A. 182-835

JAMES WHITCOMB RILEY,

Applicant,

vs

REQUEST FOR ABSTRACT OF
EMPLOYMENT RECORD

JOHNS-MANVILLE, et al

Defendants

TO: Department of Health, Education and Welfare
Social Security Administration
Candler Building
Baltimore 2, Maryland

IT IS HEREBY REQUESTED that you furnish to this Commission
an abstract of the employment record of James Whitcomb Riley, SSN
544-09-2274, together with the names and addresses of the employers,
to be used in evidence at the hearing of the employee's claim that
he has developed pneumoconiosis because of his employment over a
period of years.

DATED at Los Angeles, California, this 9th day of July,
1958.

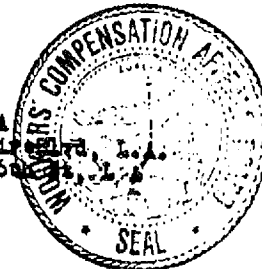
INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

CAM:NN

[Signature]
Referee

SERVED: 7-9-58 nm:

Hays & McLaughlin, 5331 Hollywood Blvd, L A 28
Herlihy and Herlihy, 412 W. 8th St, L A 14
CLOPTON and PENNY, 639 S. Spring St, L A 14
Spray, Gould and Bowers, 1671 Wilshire Blvd, L A
F. E. Carignan, American Motorists, 3545 Wilshire Blvd, L.A.
Joseph Bilchak, The Travelers Ins. Co. 510 W. 6th St, L.A.



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
CASE NO. 57 L.A.182-835

JAMES WHITCOMB RILEY,

Applicant,

vs

JOHNS-MANVILLE, et al,

Defendants.

MINUTES OF FURTHER HEARING
INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA

FILED JUL 7 1958

WILLIAM KAPLAN
ASST. SECRETARY

THIS CAUSE came on regularly for further hearing on the 3d day of July 1958 at 9:00 A.M., at the office of the Industrial Accident Commission, 501 State Building, Los Angeles, California, before GEORGE A. MARTINELLI, Referee.

PRESENT:

Hays & McLaughlin, by John F. McLaughlin, attorneys for applicant.

Herlihy & Herlihy, by Karris T. Jones, attorneys for Argonaut, Phoenix Indem. Co., Fireman's Fund, Pac. Indem. Co., and appearing for Assoc. Indem. Corp.

Clepton & Penny, by Robert Kreisher, attorneys for Pac. Employers Ins. Co.

Spray, Gould & Bowers, by Maurice W. Bralley, Jr., attorneys for Employers Mutual of Wis., and Guarantee Ins. Co.

F. E. Carignan, representative for Amer. Motorists.

Joseph Bilchak, representative for The Travelers Ins. Co.

Harriet S. Hedrich, Reporter.

WITNESS: John K. Shirey, M.D.

Exhibits received in evidence:

Report John H. Urabec, M.D., 2/14/58 - Def. Argonaut Ex. A

DISPOSITION: Appointment of an Independent Medical Examiner is taken under advisement for 5 days, at which time the parties will be notified of the Referee's decision.

Mins. Fur. Hrg.
60 pp.

HERBERT HERLIHY
GEORGE HERLIHY
A. STOLL
RAY C. CLARK
BARRY F. EVANS
JOHN L. GRANGE

Full in - Paid by Times.
* Items in this No. being removed.
Date 3/27/58 by KS

HERLIHY & HERLIHY
ATTORNEYS AT LAW
SUITE 210 FOUR CENTRAL BUILDING
414 WEST NINTH STREET
LOS ANGELES 14, CALIFORNIA
TELEPHONE TRINITY 4011

RECEIVED
INDUSTRIAL ACCIDENT
COMMISSION-LOS ANGELES

MAR 27 PM 2 48

AND FILED
EXHIBIT CASE NO.
REFEREE

March 26, 1958

arguant (ELF)

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Re: 57 LA 182-835 - James Whitcomb
Riley vs. Coast Insulating Co.

Dear Sirs:

We enclose the following documents:

- () In accordance with the Commission's Rules of Practice and Procedure:
- () As Defendant's exhibit next in order:

Medical Report:

John H. Urabec, M. D.

February 14, 1958

Yours very truly,

HERLIHY & HERLIHY

By:

Wm. T. Hays

KIE

KTY/gac

cc: William T. Hays, Esq.
6321 Hollywood Boulevard
Hollywood 28, California

130
Nail

THE AETNA CASUALTY AND SURETY COMPANY

which has been merged THE AUTOMOBILE INSURANCE COMPANY OF HARTFORD, CONNECTICUT

ASSETS: AETNA LIFE INSURANCE COMPANY • THE STANDARD LIFE INSURANCE COMPANY

HARTFORD 18, CONNECTICUT

CLAIM DEPARTMENT
ROBERT W. SMITH, SUPERVISOR
810 SOUTH SPRING STREET
HARTFORD 2, CT

LOS ANGELES 14, CAL.

August 26, 1957

California Industrial Accident Commission
501 State Building
Los Angeles 12, California

Re: 57 LA 182-835
Insured: Fiberglass Engineering &
Supply Company vs. James Whitcomb Riley

Gentlemen:

Kindly remove us as a party defendant as we have never been the California Workmen's Compensation Insurance carrier for Marine Engineering Company of 5933 Telegraph Road, Los Angeles, California. We are informed that the correct insurance carrier is Pacific Employers Insurance Company, 1033 South Hope Street, Los Angeles, California.

We do carry a California Workmen's Compensation Insurance Policy for Fiberglass Engineering & Supply Company which Company, in the latter part of 1952, purchased Marine Engineering Company. However, the applicant's employment with Marine Engineering Company, did not extend beyond 1951. Fiberglass Engineering & Supply Company retained the records of Marine Engineering Company and these records show that Mr. James Whitcomb Riley was employed for two months in 1946, three months in 1947, one month in 1948, twelve months in 1949, six months in 1950 and six months in 1951. The exact dates were not immediately available.

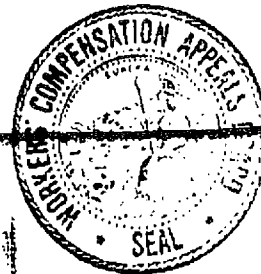
A copy of this request has been served on all interested parties, as may be seen by attached page.

Thanking you in advance for your anticipated cooperation in this matter.

Very truly yours,

Hamilton V. McNairy
Hamilton V. McNairy, Supervisor

HVM:cb



JOHN H. URABEC, M.D.
SUITE 201, HOSPITAL DRIVE BUILDING
1100 WEST 81ST STREET
LOS ANGELES 17, CALIFORNIA

February 14, 1958

Argonaut Insurance Company
1001 Wilshire Blvd.
Los Angeles, 17, California

Re: James W. Riley
Claim No. X-47839
Emp. Coast Insulating Products

Gentlemen:

Mr. James W. Riley came to my office on January 29, 1958 for an examination and an evaluation of his present pulmonary condition. At the time of his visit the following medical history and physical examination were obtained.

Age 58. Occupation - Insulator. Marital Status - Married. Birthplace - Joplin, Missouri October 23, 1899.

FAMILY HISTORY - Father deceased at the age of 73 of a heart condition. Mother deceased at the age of 73, cause unknown. Brothers - one living and well. Sisters - two living and well. Children - three; two sons and one daughter, grown, living and well. No family history of tuberculosis.

PRESENT ILLNESS - The patient's first knowledge of any lung disorder occurred about 1953 at which time he noticed cough, lassitude and some weight loss. At that time he went to the Kaiser Foundation Hospital at Fontana where he had some x-rays taken of his chest and was told that these were all right. He was also given some vitamins. This study was done over a day's time. Following this he noticed some slight increase in shortness of breath and the cough was fairly persistent though not frequent. In January 1957 he noticed weight loss to about 110 lbs. The cough had increased, he was somewhat weaker and more dyspneic. He went to a health center at 111 E. First Street where x-rays were taken. Because of the findings there he was requested to return for further study but he did not do so and on May 10th he received a threatening letter from the Health Department wanting to know why he had not come down because he apparently had an infectious disease process. He did report to the health Department and was sent home and told to take it easy. He was asked to go to the County Hospital for further study, but he did not do so. Instead he was sent to the company physician, a Dr. Morgan who sent him to a Dr. Scofield in the Crenshaw area. Following this he sought further attention and in June 1957 was seen by Dr. Shirey to whom he had been referred by a friend. The latter physician did additional x-ray studies and a complete physical examination. He was told to



Argonaut Insurance Company
February 14, 1958

-2-

Re: James W. Riley

go to a sanatorium and he was sent to the Long Beach Veterans Hospital on July 10, 1957. The admission diagnosis was that of a tuberculosis, however, later studies showed that the organisms obtained on sputum examination were photochromogenic acid-fast organisms. He was kept at the Long Beach Veterans Hospital for six months and was discharged on January 13, 1958. During his hospital stay he was on Pyrazinamide and INH. After his discharge from the hospital he returned to the care of Dr. Shirley who placed him on Streptomycin and INH. To date he has had about eight Streptomycin shots at intervals apparently of one gram twice a week. He receives this injection from one of the nurses of the Visiting Nurses Association. After his hospital admission he gained some weight, about six to seven pounds, but during the last month of his stay in the hospital he lost it again, and since he has been home he has regained it again. His last known weight was around 122½ lbs. He stated that after he got away from the dusty environment of his work the cough lessened. His most recent jobs one at Carlsbad, New Mexico in which vermiculite was used only was very dusty. This job lasted from January to September 1956. Subsequently he went on a job for the J. T. Thorpe Company between September 1956 and April 1957 at Redlands and San Bernardino insulating a steam plant. Asbestos and high temperature blocks were used. Diatomaceous earth was apparently present in the latter blocks. The dust in the working environment apparently was precipitated by their pounding on the blocks. On his last job he stated that he coughed as though he had whooping cough. After he had been off this work for three months the cough completely subsided. He stated that at one time sputum examinations showed the presence of asbestos fibers. He stated also that a biopsy of the lung had been planned but when the asbestos fibers were found in the sputum no biopsy was performed. He stated that his cough ceased about August 1957. His cough was always relatively unproductive. At one time he raised a small glob of blood in the sputum. He is still dyspneic at the present time, but he has improved moderately. He has some chest pain. There is an occasional feeling of rawness in the central substernal area. Four months ago he had some pain over the left precordial area not too severe in character. He denied any fever, night sweats. He had some wheezing with a cold about a month ago, none before that time. He denied any orthopnea or nocturnal dyspnea. He catches colds easily especially in a draft of cold. He denied any associated rhinitis or nasal infection. Ears - During the past month he has noticed some lightheadedness with sudden change in position. He has had no deafness. His appetite has improved since he has been taken off Pyrazinamide. During the last two months in the hospital his appetite fell off considerably after taking this drug. He denied any nausea, diarrhea, constipation. He has an occasional small trace of blood in his stool when he is constipated. He denied any souring, gas or abdominal pain. He had nocturia once at night while in the hospital. Since he has been home

Argonaut Insurance Company
February 14, 1958

-3-

Re: James W. Riley

this has reduced in frequency. General - His energy is fair. As regards his strength he stated that he has noticed increasing weakness for the past two or three years. Since he has been inactive the last eight months the weakness has been possibly slightly more pronounced. He tires easily. He usually takes an afternoon-nap. In the morning he feels fairly well until about noon. After a two-hour nap he is somewhat refreshed, but he becomes tired about 8:00 or 9:00 P.M. again. He has no sleeping problems. At the present time his chief symptoms are the shortness of breath and weakness.

Habits - Previous to his hospitalization he smoked a package and a half of cigarettes a day. Now he smokes less than a pack a day. He uses alcohol in moderation. He drinks about two to three cups of coffee a day.

PAST MEDICAL HISTORY - He had measles and mumps in childhood. He had scarlet fever in childhood. He denied any previous operations or serious injuries.

OCCUPATIONAL HISTORY - He has been working as an insulator since 1920. His principal work has been insulating steam pipes and boilers in block form and in loose shreds. He stated that in wiring down the blocks they beat it and this created some dust. Because he works out of a local union he is employed by various companies depending on the need for work. He has worked for many different employers including Johns Manville Company, and for a period of some six years he worked for the Government at Mare Island and during this time had frequent x-rays because he was working with asbestos.

PHYSICAL EXAMINATION revealed a well developed, slight undernourished elderly white male who did not appear acutely or chronically ill. Blood pressure 130/80 Temp. 99° Weight 121 lbs.

HEAD AND NECK -

Hair - Greyed.

Eyes - Reactions and movements normal. Wearing glasses.

Nose - Mucous membranes slightly reddened. Seromucoid discharge present bilaterally. Passages slightly narrowed.

Ears - Right drum normal. Left drum not seen because canal filled with soft wax.

Mouth - Oral hygiene good. Wearing upper and lower plates.

Pharynx - Mucous membranes slightly reddened.

Tonsils - Small and atrophic.

Neck - No adenopathy or stiffness.



Argonaut Insurance Company
February 14, 1958

-4-

Re: James W. Kiley

CHEST - No increase in A-P diameter.

Lungs - Breath sounds slightly diminished. There are a few fine moist rales at the end of inspiration at the right base anteriorly and posteriorly. There were no distinct rales in the left hemithorax.

Heart - Regular rhythm. No murmurs.

ABDOMEN - Grossly normal.

GENITALIA - Normal.

EXTREMITIES - No edema or varices.

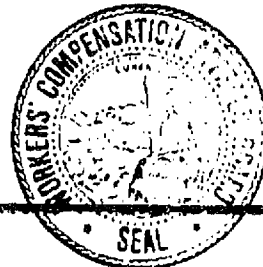
The patient was referred to the Hospital of the Good Samaritan for x-rays of the chest. These were reported as follows -

"Postero-anterior views of the chest taken in inspiration and expiration, and a lateral view of the chest shows a fair aeration of the lung and the right diaphragm has a maximum excursion of 4 cms. and the left diaphragm 4 1/2 cms. Both lungs show advanced pulmonary fibrosis which is most pronounced at the lung bases. In the right apex there are several fibrotic shadows which are old. The lungs show no evidence of soft infiltration and no evidence of active or acute disease. The cardiac size and contour are normal.

(Signed) R. E. Rickenberg, M.D."

I did not receive any previous films in this case and the only film available for study was the one that I had taken at the Hospital of the Good Samaritan. This showed some predominantly linear shadows with questionable areas of rarefaction in the right apex above the level of the inferior margin of the 1st rib anteriorly and some scattered fairly diffuse infiltrative predominantly linear shadows in the lower thirds of both lung fields. The diaphragms appeared round and smooth and the costophrenic angles were clear. There was no suggestion of any significant hilar adenopathy.

This patient has a pulmonary infection which bacteriologically is that of the photochromogenic acid-fast bacilli. Whether this is a true tuberculosis infection or rather one of its variants is not known. To the best of my knowledge up to the present time this reputedly infectious disease is not considered infectious by the State Health Department and in contrast to tuberculosis which is a quarantinable disease in this State, this variant with the photochromogenic acid-fast organisms is not. Another question in this case is the possibility of an asbestosis in view of the patient's prolonged years of work in an environment where asbestos



Argonaut Insurance Company
February 14, 1958

-5-

Re: James W. Riley

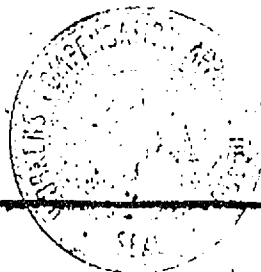
was used. I do not know how one could prove or disprove this type of infection on the basis of the information available to date. I notice that in the report of Dr. Shirey a sputum study done approximately a month after the patient stopped working showed evidence of fibers which were interpreted as being asbestos fibers. It must be remembered that the presence of asbestos fibers or asbestosbodies in the sputum does not necessarily indicate the presence of an asbestosis in the lungs. In this instance the fibrotic disease is present in the right apex and at both bases. The basilar type of location would favor a possible asbestosis, but again does not prove its presence by virtue of its location. Dr. Miller notes that because the patient did not have the typical ground glass appearance of asbestosis that this diagnosis was unlikely. The so-called ground glass appearance does not necessarily have to be present and is not always seen in these cases. One thing that is important in the development of this disease is that the individuals usually have to have fairly intense exposure to asbestos dust and over a moderately long period of time, certainly more than five and closer to ten years. In this instance the patient's work was very sporadic and I question whether the patient's working conditions meet the criteria of such prolonged and concentrated exposure. However, again, such intensive concentration over many years has not always been noted in cases that have developed clinical asbestosis. I do not believe that the finding of asbestosbodies in the sputum precludes a diagnosis of asbestosis of the lungs. I think in this case it would be extremely important and the diagnosis would or would not be confirmed by a lung biopsy performed by a competent thoracic surgeon. I believe in view of the fact that there is some real question as to the diagnosis in this case, such a biopsy is extremely important and should be insisted upon. After the study of the diseased tissue by possibly one or more competent industrial pathologists a final diagnosis may be established. I do not believe that the acid-fast infection bears any relationship to his occupational environment.

Thank you very kindly for the privilege of being permitted to see Mr. Riley.

Very truly yours,

John H. Urabec
John H. Urabec, M.D.

JHU/egn



The Travelers

CLAIMS DEPARTMENT
FRANK O. JOHNSON, Claims Manager

The Travelers Insurance Company
The Travelers Indemnity Company

June 20, 1958

B 8545070
Armstrong Cork Company
Re: James Whitcomb
Riley
57 LA 182-835

RECEIVED
JUN 23 1958
LOS ANGELES 14, CALIFORNIA

BRANCH OFFICE
380 West Sixth Street
LOS ANGELES 14, CALIFORNIA
Telephone BRAdford 4-4341

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Gentlemen:

Submitted herewith is the Stipulation for Continuance in regard to the above captioned matter.

Service of a copy of this letter and a copy of the Stipulation for Continuance is being made forthwith upon the applicant's attorney and parties noted below.

Very truly yours,

Joseph Hilchak
JOSEPH HILCHAK
Hearing Representative

FILED
JUN 23 1958
LOS ANGELES 14, CALIFORNIA

JUN 23 AM 10 41

JB:lyn

enclosure

cc: William T. Hays, Attorney at Law
6331 Hollywood Boulevard
Los Angeles 28, California
Attention: John F. McLaughlin

Fred S. Carignan, Attorney at Law
3045 Wilshire Boulevard
Los Angeles, California

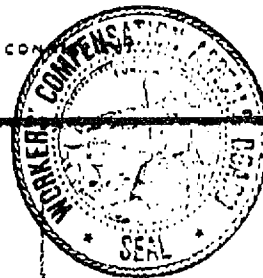
Mount, Pendleton & Gillaspay
Attorneys at Law
3440 Wilshire Boulevard
Los Angeles, California

Spray, Gould & Bowers
Attorneys at Law
1671 Wilshire Boulevard
Los Angeles 17, California

Clopton & Penny, Attorneys at Law
639 South Spring Street
Los Angeles 14, California
Attention: Robert G. Wremler

Merlihy & Merlihy, Attorneys at Law
412 West Sixth Street
Los Angeles 14, California
Attention: Dennis T. James

HOME OFFICE: 750 MAIN STREET HARTFORD 13, CONN.



CASE NO. 57 L.A.152-835

has not been told when he will be able to leave the hospital. He is presently under the care of Dr. Shapiro here at the Veterans Hospital.

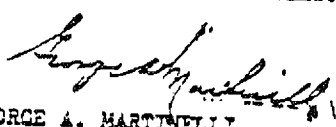
He recalls that he has had prior chest x-rays through mobile units; this occurred several years ago; he had one or two; and when he worked at Mare Island, his chest was x-rayed every 3 months. He has also been examined by Dr. Frank Porter Miller and by Dr. Schiff.

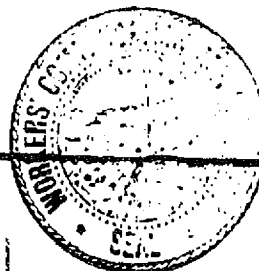
There is no history of tuberculosis in his parents or family; he is married; his wife is living, and his three children are married.

During World War I he was in the Navy, from March 1918 to October 1919; he was given an Honorable Discharge; he was with the Navy Hospital Corps; he is not receiving any pension from any governmental agency.

DISPOSITION: 30 days to the parties for joinder of additional parties; a further Disposition will be made at that time.

GAM:hh


GEORGE A. MARTINELLI
Referee



CASE NO. 57 L.A.182-834

JAMES WHITCOMB RILEY

VS

JOHNS-MANVILLE, et al

Referee: GEORGE A. MARTINELLI

Hearing: July 3, 1958

Dictated: July 3, 1958

Injury: In issue

Hays & McLaughlin, by John P. McLaughlin,
attorneys for applicant.
Herlihy & Herlihy, by Kenneth T. Jones, attorneys
for Argonaut, Phoenix, Fireman's Fund, Pac. Indem.,
and appearing for ASsoc. Indem. Corp.
Clepton & Penny, by Robert Wreisaner, attorneys
for Pac. Employers Ins. Co.
Spray, Gould & Bowers, by Maurice W. Bralley, Jr.,
attorneys for Employers Mutual and Guarantee.
F.E. Carignan, representative for Amer. Motorists.
Joseph Bilchak, representative for The Travelers.

REPORT OF REFEREE ON FURTHER HEARING

Note: Cross-examination of Dr. Smith has been waived.

RECORD: JOHN K. SHIREY, M.D., called by defendants for cross-examination, testified that he is a graduate of Northwestern Medical School in the year 1950; he served an internship at Evanston Hospital, Evanston, Illinois; this was followed by one year's Residency training in internal medicine at the Houston, Texas, Veterans Administration Facility; followed by one year of internal medicine training at the Veterans Facility at Long Beach, California; followed by 14 months' Residency training in pulmonary diseases at Milwaukee County Tuberculosis Sanatorium; for 18 months he was on the staff of the Pulmonary Disease Service of the Long Beach, California, Veterans Center; this ended in August 1956; during the past 23 months, he has been in private practice, specializing in pulmonary diseases and internal medicine. He was admitted to practice in California on September 7, 1955. He is associated with Drs. Smart and Boyle.

He first saw the applicant on June 27, 1957, in his office, and examined him. He saw him again in October 1957 for interview, but there was no examination. He examined him on January 20, 1958, at which time additional chest x-rays were taken; blood count was done, and then repeated 7 days later, and a stool examination some 9 days later, followed by gastric lavage 9 days later.

On February 26, 1958, he again examined the applicant; he took a blood count and fluoroscopic examination; chest x-rays; and an e.k.g. On May 16, 1958, he examined the applicant again; fluoroscopic examination was repeated; so were the x-rays; and the gastric lavage.

He has seen several thousand cases of pulmonary disease. Prior to June 1957 he saw only one case of a confirmed diagnosis of asbestosis. This diagnosis was not made by him. He has not per-



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
CLAIM NO. 57 LA 182-835

JAMES WHITCOMB RILEY

Applicant

vs.

JOHNS-MANVILLE, INC., ET AL

Defendants

STIPULATION
FOR CONTINUANCE

JUN 23 AM 10 41
FILED
CLERK OF COURT
JULY 1 1958

IT IS HEREBY STIPULATED by and between the parties to the
above entitled claim, that this matter now set for hearing on
April 21, 1958 may be continued until such time as the Social
Security records are obtained.

DATED: APRIL 18, 1958

John F. McLaughlin
JOHN F. MC LAUGHLIN,
ATTORNEY FOR APPLICANT

Fred Carignan
FRED CARIGNAN, DEFENSE ATTORNEY

William L. M. ...
MOUNT, PENDLETON & WILLASPIE

William L. M. ...
DEPENDANTS ATTORNEYS

William L. M. ...
SPRAY, GOULD & BOWERS

William L. M. ...
BY *William L. M. ...*
DEPENDANTS ATTORNEYS

Robert P. Weiss
CLOFTON & PENNY

Robert P. Weiss
BY *Robert P. Weiss*
DEPENDANTS ATTORNEYS

Joseph B. ...
JOSEPH B. ...
DEPENDANTS ATTORNEYS

Herlihy & Herlihy
HERLIHY & HERLIHY

Herlihy & Herlihy
BY *Herlihy & Herlihy*
DEPENDANTS ATTORNEYS

LAW OFFICES
CLOPTON & PENNY

MORT L. CLOPTON
ROBERT M. PENNY
MICHAEL C. STUMPF
ROBERT C. JUNE
ROBERT C. WREISNER

77 MAY 29 AM 9 39

EXHIBIT
EXHIBIT
EXHIBIT

626 SOUTH SPRING STREET
LOS ANGELES 14, CALIFORNIA
TRINITY 1688

May 28, 1958
Our Files: 15726-A

Industrial Accident Commission
501 State Building
Los Angeles 12, California

ATTN: Referee George Martinelli

Re: James Whitcomb Riley vs.
Marine Engineering & Supply Co. et al
57 LA 152-835

Gentlemen:

Pacific Employers Insurance Company hereby waives its right
to cross-examine G. Richard Smith, M.D., as requested by
our letter dated January 15, 1958.

Very truly yours,

Robert C. Wreiser
ROBERT C. WREISNER

RCW:pmt

cc: William T. Hays
cc: Herlihy & Herlihy
ATTN: Ken Jones
cc: Spray, Gould & Bowers
ATTN: Maurice Bralley
cc: McCanney, Hall & Ryan
cc: Fred E. Carizman
cc: Associated Indemnity Corporation
ATTN: Mr. A. G. Ewing
cc: The Travelers Ins. Co.
cc: Pacific Employers LA
71-C-43706



Before the Industrial Accident Commission of the State of California.

JAMES WHITCOMB RILEY

vs.

JOHNS-MANVILLE, INC., et al

Applicant—

Defendant—

Claim No. 571A 162-535

CORRECTED NOTICE

Notice of Time
and Place of
Further Hearing

GROSS EXAM. OF
DR. SHREY & DR. C.
RICHARD SMITH AND
REBUTTAL EVIDENCE.

INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA

FILED MAY 26 1958

WILLIAM KAPLAN
ASST. CLERK

NOTICE TO ALL PARTIES

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

501 STATE BUILDING

217 W. FIRST STREET

LOS ANGELES

CALIFORNIA

JULY 3, 1958

9:00 A.M. ALL DAY

Issued at: Los Angeles
5-25-58

INDUSTRIAL ACCIDENT COMMISSION

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON:

Parties listed on attached sheet.

pb



Parties served:

James Mitcomb Riley, 447 W. 42 St., LA 37
 Wm. T. Rags, 6331 Hollywood Blvd., LA 28
 Founders Ins. Co., 727 W. 7 St., LA 17
 Veterans Adminst. Hospital, 5701 Bellflower Blvd., L B
 J. T. Thorpe Gey Inc., 929 E. 2 St., LA
 Johns-Manville Inc., 2960 Leonis St., Vernon
 Johns-Manville Inc., Lompoc, Calif.
 Southern Asbestos & Magnesia Corp., 1701 N. Main St. LA
 Warren & Bailey, Address Unknown
 Asbestos Co. of Calif., Address Unknown
 Plant Rubber & Asbestos Co., c/o Plant Insulation Co., 2741 S. Yates, LA
 Los Angeles Rubber Co., Address Unknown
 Marine Engineering Co., 5933 Telegraph Rd., LA
 Fiberglass Engineering & Supply Co., 5933 Telegraph Rd., LA
 Lynch Asbestos Co., 2939 So. Sunol Dr., LA
 Robert C. Lynch, dba Lynch Asbestos Co., 2939 S. Sunol Dr., LA
 Plant Insulation Co., 2741 S. Yates Ave., LA
 Owens-Corning Fiberglass, Pacific Coast Div., Santa Clara, Calif.
 Coast Insulation Products, 2316 San Fernando Blvd., LA
 Armstrong Cork Co., 1206 Maple Ave., LA
 Armstrong Cork Co., 5837 Pacific St., So. Gate
 Totman-Morgan, Chicago Ill.
 Amer. Motorists Ins. Co., 3545 Wilshire Blvd., LA
 Travelers Ins. Co. 515 W. 6 St., LA 14
 Assoc. Indem. Corp., Box 2131 LA 54
 Phoenix Indem. Co., 3750 W. 6 St., LA
 Fireman's Fund Indem. Co. 3440 Wilshire Blvd., LA
 Aetna Cas. & Surety Co., 811 S. Spring St., LA
 Indust. Indem. Co. Box 2252 LA 54
 Zurich Ins. Co. 4465 Wilshire Blvd., LA
 Guarantee Ins. Co. Box 2887 LA 54
 Argonaut Ins. Co., 1301 Wilshire Blvd., LA
 Pacific Empl. Ins. Co., 1433 S. Hope St., LA 5
 Empl. Lab. Assur. Corp. Ltd. of London, England, 639 9. New Hampshire,
 /L.A.
 Fred E. Carignan, 3545 Wilshire Blvd., LA
 Herlihy & Herlihy, 412 W. 6 St., LA
 Mount, Pendleton & Gillaspie, 3440 Wilshire Blvd., LA
 McCartney, Hall & Ryan, 639 S. Spring St., LA
 Spray, Gould & Bowers, 1671 Wilshire Blvd., LA 17
 Chopton & Penny, 639 S. Spring St., LA
 Veterans Adminst. Hospital, 5901 E. 7 St., L B. Att: A.P. Willis



Before the Industrial Accident Commission of the State of California

JAMES WHITCOMB RILEY

vs.

JOHNS-MANVILLE, INC., et al

Applicant

Defendants

Case No. 57 LA 182-835

Notice of Time
and Place of

Further Hearing
ON CROSS EXAM. OF
DR. SPIRKY & DR. C. RICHARD
SMITH AND REBUTAL EVIDENCE

LOS ANGELES OFFICE
INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA

FILED MAY 21 1958

WILLIAM KAPLAN
ASST. CLERK

NOTICE TO ALL PARTIES

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

101 STATE BUILDING, 217 W. FIRST STREET.

LOS ANGELES, CALIFORNIA

JULY 3, 1958

10:45 P.M. ALL DAY

Dated at: Los Angeles

5-21-58

INDUSTRIAL ACCIDENT COMMISSION

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON:

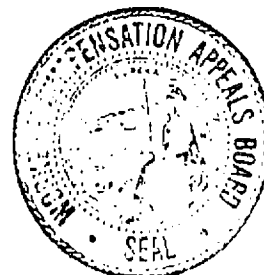
Parties listed on attached sheet.

pb



Parties served:

James Whitcomb Riley, 447 W. 42 St., LA 37
 Wm. T. Hays, 6321 Hollywood Blvd., LA 28
 Founders Ins. Co., 727 W. 7 St., LA 17
 Veterans Adminst. Hospital, 5701 Bellflower Blvd., L B
 J. T. Thorpe Secy Inc., 929 E. 2 St., LA
 Johns-Manville Inc., 2960 Leonis St., Vernon
 Johns-Manville Inc., Lompoc, Calif.
 Southern Asbestos & Magnesia Corp., 1701 N. Main St. LA
 Warren & Bailey, Address Unknown
 Asbestos Co. of Calif., Address Unknown
 Plant Rubber & Asbestos Co., c/o Plant Insulation Co., 2741 S. Yates, LA
 Los Angeles Rubber Co., Address Unknown
 Marine Engineering Co., 5933 Telegraph Rd., LA
 Fiberglass Engineering & Supply Co., 5933 Telegraph Rd., LA
 Lynch Asbestos Co., 2939 So. Sunol Dr., LA
 Robert C. Lynch, dba Lynch Asbestos Co., 2939 S. Sunol Dr., LA
 Plant Insulation Co., 2741 S. Yates Ave., LA
 Owens-Corning Fiberglass, Pacific Coast Div., Santa Clara, Calif.
 Coast Insulation Products, 2316 San Fernando Blvd., LA
 Armstrong Cork Co., 1206 Maple Ave., LA
 Armstrong Cork Co., 5037 Patara St., So. Gate
 Totman-Morgan, Chicago Ill.
 Amer. Motorists Ins. Co., 3545 Wilshire Blvd., LA
 Travelers Ins. Co. 510 W. 6 St., LA 14
 Assoc. Indem. Corp., Box 2133 LA 54
 Phoenix Indem. Co., 3750 W. 6 St., LA
 Fireman's Fund Indem. Co. 3440 Wilshire Blvd., LA
 Aetna Cas. & Surety Co., 810 S. Spring St., LA
 Indust. Indem. Co. Box 2252 LA 54
 Zurich Ins. Co. 4465 Wilshire Blvd., LA
 Guarantee Ins. Co. Box 2887 LA 54
 Argonaut Ins. Co., 1001 Wilshire Blvd., LA
 Pacific Empl. Ins. Co., 1033 S. Hope St., LA 5
 Empl. L&B Assur. Corp. Ltd. of London, England, 639 S. New Hampshire,
 /L.A.
 Fred E. Carignan, 3545 Wilshire Blvd., LA
 Herlihy & Herlihy, 412 W. 6 St., LA
 Mount, Pendleton & Gillaspie, 3440 Wilshire Blvd., LA
 McCartney, Hall & Ryan, 639 S. Spring St., LA
 Spray, Gould & Bowers, 1671 Wilshire Blvd., LA 17
 Crompton & Penny, 639 S. Spring St., LA
 Veterans Adminst. Hospital, 5901 E. 7 St., L B. Att: A.P. Willis
 Thorpe Insulation Co., 2741 S. Yates Ave., LA



Before the Industrial Accident Commission of the State of California

LOS ANGELES OFFICE
JAMES WHITCOMB RE INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA
FILED FEB 13 1958
WILLIAM KAPLAN
ASST. SECRETARY
vs. Applicant
JOHNS-MANVILLE, INC., et al
Defendant

Case No. 57 LA 182-835

Notice of Time
and Place of
Further Hearing
ON CROSS EXAM. OF
DR. SHIPLEY AND DR.
C. RICHARD SMITH AND
REBUTAL EVIDENCE

NOTICE TO ALL PARTIES

You are hereby notified that further hearing will be held in the above-entitled action at
501 STATE BUILDING 217 W. FIRST STREET
LOS ANGELES CALIFORNIA
APRIL 21, 1958 9:00 A.M. ONE FULL DAY

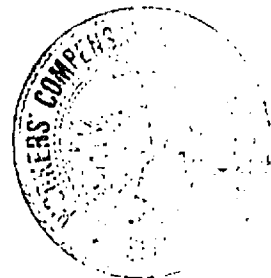
Dated at: Los Angeles
2-18-58

INDUSTRIAL ACCIDENT COMMISSION

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON:

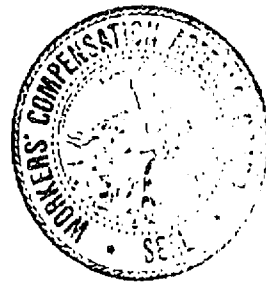
Parties listed on attached sheet,



Parties served:

James Whitcomb Riley, 447 W. 42 St., LA 37
 Wm. T. Hays, 6321 Hollywood Blvd., LA 28
 Founders Ins. Co., 727 W. 7 St., LA 17
 Veterans Adminst. Hospital, 5701 Bellflower Blvd., L B
 J. T. Thorpe Gev. Inc., 929 E. 2 St., LA
 Johns-Manville Inc., 2960 Leona St., Vernon
 Johns-Manville Inc., Lompoc, Calif.
 Southern Asbestos & Magnesia Corp., 1701 N. Main St. LA
 Warren & Bailey, Address Unknown
 Asbestos Co. of Calif., Address Unknown
 Plant Rubber & Asbestos Co., c/o Plant Insulation Co., 2741 S. Yates, LA
 Los Angeles Rubber Co., Address Unknown
 Marine Engineering Co., 5933 Telegraph Rd., LA
 Fiberglass Engineering & Supply Co., 5933 Telegraph Rd., LA
 Lynch Asbestos Co., 2939 So. Sunol Dr., LA
 Robert O. Lynch, dba Lynch Asbestos Co., 2939 S. Sunol Dr., LA
 Plant Insulation Co., 2741 S. Yates Ave., LA
 Owens-Corning Fiberglass, Pacific Coast Div., Santa Clara, Calif.
 Coast Insulation Products, 2316 San Fernando Blvd., LA
 Armstrong Cork Co., 1206 Maple Ave., LA
 Armstrong Cork Co., 5037 Patara St., So. Gate
 Tetman-Morgan, Chicago, Ill.
 Amer. Motorists Ins. Co., 3545 Wilshire Blvd., LA
 Travelers Ins. Co. 512 W. 6 St., LA 14
 Assoc. Indem. Corp., Box 2133 LA 54
 Phoenix Indem. Co., 3750 W. 6 St., LA
 Fireman's Fund Indem. Co. 3440 Wilshire Blvd., LA
 Aetna Cas. & Surety Co., 813 S. Spring St., LA
 Indust. Indem. Co. Box 2252 LA 54
 Zurich Ins. Co. 4465 Wilshire Blvd., LA
 Guarantee Ins. Co. Box 2887 LA 54
 Argonaut Ins. Co., 1401 Wilshire Blvd., LA 15
 Pacific Empl. Ins. Co., 1333 S. Hope St., LA 15
 Empl. L.A.B. Assur. Corp. Ltd. of London, England, 639 S. New Hampshire, /L.A.
 Fred E. Carignan, 3545 Wilshire Blvd., LA
 Herlihy & Herlihy, 412 W. 6 St., LA
 Mount, Pendleton & Gillaspie, 3440 Wilshire Blvd., LA
 McCartney, Hall & Ryan, 639 S. Spring St., LA
 Spray, Gould & Rogers, 1671 Wilshire Blvd., LA 17
 Crompton & Penny, 639 S. Spring St., LA
 Veterans Adminst. Hospital, 5901 E. 7 St., L B. Att: A.P. Willis
 Thorpe Insulation Co., 2741 S. Yates Ave., L.A.

pb



1-16-58
LAW OFFICES
CLOPTON & PENNY

HARRY L. CLOPTON
ROBERT M. PENNY
NICHOLAS C. STODOLAR
ROBERT C. LUND
THEODORE TEBERTIS, JR.

JAN 16 AM 10 06

628 SOUTH SPRING STREET
LOS ANGELES 14, CALIFORNIA
TRINITY 1048

Industrial Accident Commission
501 State Building
217 W. First Street
Los Angeles 12, California

January 15, 1958

Attention: Referee Martinelli

Our Files 15726 & 15728
Your Nos. 71 C 43706
71 C 43707

Re: James Whitcomb Riley vs. Marine Engineering &
Supply Co., et al., 57 LA 182-835

Gentlemen:

Defendant Pacific Employers Insurance Company hereby joins
Employers Mutual Liability Insurance Company of Wisconsin and
Guarantee Insurance Company in their request for a further
hearing in order to cross-examine John E. Shirey, M. D., and
to offer evidence to rebut his report dated September 19, 1957,
as well as to offer further evidence with relation to employ-
ment, insurance coverage, and exposure.

Defendant Pacific Employers Insurance Company further requests
an opportunity to cross-examine C. Richard Smith, M. D., or the
person or persons who undertook the tests to which reference is
made in the report of John E. Shirey, M. D., dated September 19,
1957, and to offer rebuttal evidence thereto.

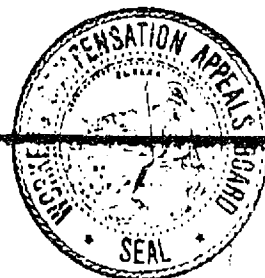
Very truly yours,

CLOPTON & PENNY

By *Robert C. Weisner*
Robert C. Weisner

RCW/hw

cc William T. Hays
cc Herlihy & Herlihy, Att'n Mr. Ken Jones
cc Gray, Gould & Bowers, Att'n Mr. Maurice Bralley
cc American Motorists Insurance Co., Att'n Mr. F. E. Carignan
cc Travelers Insurance Company
cc Pacific Employers Insurance Co., Att'n Mr. Lloyd O. Grayne



W. A. SPRAY
JAMES P. GOULD
MAURICE W. BOWERS
WILLIAM A. ARCHER
JOSEPH L. SPRAY
FRANK J. BRADY, JR.
PHILIP L. BRADY
GEORGE E. HILLINGER
MAURICE W. BRADLEY, JR.
ALLEN QUINCY SMITH
FRANK J. HENNINGER
CHARLES W. LEE
GERALD E. FLOYD
JOHN J. COSTANCO

SPRAY, GOULD & BOWERS

ATTORNEYS AT LAW

January 7, 1958

JUSTICE
COMMISSION - LOS ANGELES

JAN 8 AM 9 39

1071 WILSHIRE BOULEVARD
LOS ANGELES 17, CALIFORNIA

EXHIBIT - 1
REFERENCE
OUR FILE NO. 6-1470

Industrial Accident Commission
501 State Building
217 West First Street
Los Angeles, California

Re: James Whitcomb Riley vs. Coast
Insulation Company
IAC Claim No. 57 LA 182-835

Gentlemen:

On behalf of the defendant Guarantee Insurance Company, it is requested that this matter be set for further hearing in Los Angeles for the purpose of cross-examination of Dr. John K. Shirey, whose report was filed herein at the time of hearing January 2, 1958 and for the further purpose of producing additional evidence of employment and insurance coverage and further evidence by way of defense and rebuttal.

It is requested that the matter be set for one full day's hearing and that the setting be made after receipt of the social-security records covering the applicant's employment.

Very truly yours,

SPRAY, GOULD & BOWERS

By *Maurice W. Bradley, Jr.*
Maurice W. Bradley, Jr.

MWB:rah

cc: William T. Hays
6331 Hollywood Blvd., L. A. 28

Founders Insurance Co.
727 West Seventh, L. A.

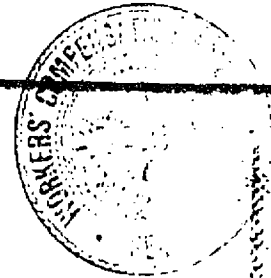
Travelers Insurance Co.
510 West Sixth Street, L. A.

Associated Indemnity Corp.
Box 2133, L. A. 54

American Motorists Ins. Co.
2909 Wilshire Blvd., L. A.

Herlihy and Herlihy
412 W. Sixth Street, L. A.

McCartney, Hall & Ryan
639 S. Spring Street, L. A.



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
CASE NO. 57 L.A.182-835

JAMES WHITCOMB RILEY,
Applicant,

vs

JOHNS-MANVILLE, et al;
OWENS-CORNING FIBERGLAS
CORPORATION, a corporation;
Pacific Coast Division;
Defendants.

LOS ANGELES OFFICE
INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA
FILED JAN 10 1958
WILLIAM MABLAN
Assistant Secretary

MINUTES OF FURTHER HEARING
AND
ORDER JOINING PARTY
DEFENDANT:
AND ORDERS DISMISSING
PARTIES DEFENDANT

THIS CAUSE came on regularly for further hearing for
two half-days, January 2 and 3, 1958, at 9:30 A.M., at the Veterans
Hospital, Long Beach, California, before GEORGE A. MARTINELLI,
Referee.

PRESENT:

JAMES Whitcomb Riley, applicant.

Hays & McLaughlin, by John F. McLaughlin, attorneys for
applicant.

F.E. Carignan, representative for Amer. Motorists.

A.C. Zwing, representative for Assoc. Indem. Co.

Herlihy & Herlihy, by Kennis T. Jones, attorneys for

Phoenix Indem. Co., Fireman's Fund, Argonaut Ins. Co.,
Pac. Indem. Co.

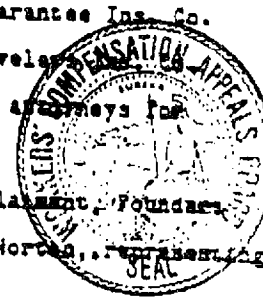
Spray, Gould & Bowers, by Maurice W. Bralley, Jr., attorneys
for Employers Mutual of Wis., and Guarantee Ins. Co.

Jack Sisk, representative for The Travelers

Robert Weisner, for Clopton & Panny, attorneys for

Pacific Employers Ins. Co.

William Shifflet, attorney for lien claimant, Foundation
Ins. Co., on Jan. 2, 1958; William K. Norton, representing
lien claimant on Jan. 3, 1958.



WITNESS: James Whitcomb Riley.

Exhibits received in evidence:

Report John K. Shirey, M.D., 9/19/57 - Appx. Ex. 1

Reports listed in Jeff's letter dated 8/6/57,) Amer. Motor-
consisting of 4 reports; and report Frank) ists Ex. 1
Porter Miller, M.D., 8/19/57 -

Totman-Morgan payroll report, 10/24/57 - Totman-Morgan Ex. A

Payroll Thorpe Insulation Co., 9/27/57 - Thorpe Insulation Co. Ex. A

Employment record, dated 9/25/57 - Armstrong Cork Co. Ex. A

Payroll statement Owens-Corning Fiberglas,) Marine Engrg.
12/31/57 -) Ex. A

GOOD CAUSE APPEARING THEREFOR:

IT IS ORDERED THAT Owens-Corning Fiberglas Corporation, a corporation, Pacific Coast Division, be joined as a party defendant herein. Service of the Time and Place of Hearing is waived by the parties.

IT IS FURTHER ORDERED THAT Pacific Indemnity Company, a corporation, be and it hereby is dismissed as an unnecessary party to these proceedings.

IT IS FURTHER ORDERED THAT Employers Mutual Liability Insurance Company be and the same is hereby dismissed from these proceedings as an unnecessary party defendant; service of this Order waived.

George A. Martinelli
GEORGE A. MARTINELLI, Referee
INDUSTRIAL ACCIDENT COMMISSION

GOOD CAUSE APPEARING THEREFOR:

IT IS ORDERED THAT Stipulation 3 of Stipulated Facts and Issues entered into on the 30th day of August 1957 be stricken, and the following substituted:

3. The insurance carrier for Plant Insulation Company, a corporation, for the period July 19, 1954 through December 31, 1955

1 was Fireman's Fund Indemnity Company, a corporation.

2 IT IS FURTHER STIPULATED THAT the insurance carrier for
3 Plant Insulation Company for the period May 9, 1948 to January 1,
4 1950, was Pacific Employers Insurance Company, a corporation.

5 GOOD CAUSE APPEARING THEREFOR:

6 IT IS ORDERED THAT the ADMITTED FACTS, insofar as employment
7 and insurance coverage are concerned, are amended to read as
8 follows:

9 1. Applicant claims employment by Johns Manville during
10 the year 1920; during that period of time, the employer's insurance
11 carrier is unknown.

12 2. Applicant claims employment by Southern Asbestos & Mag-
13 nesia Corporation during the years 1926-7, and during that period of
14 time, the employer's insurance carrier is unknown.

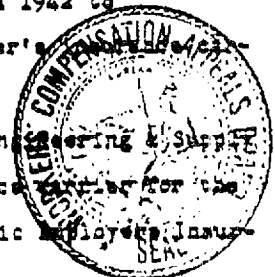
15 3. Applicant claims employment by Asbestos Company of Cal-
16 ifornia during the year 1928; and during that period of time, the
17 employer's insurance carrier is unknown.

18 4. Applicant claims employment by Plant Rubber & Asbestos
19 Company for the period 1929 to 1934; and during that period of time
20 the employer's insurance carrier is unknown.

21 5. Applicant claims employment by Los Angeles Rubber Company
22 during the year 1934; during that period of time, the employer's
23 insurance carrier is unknown.

24 6. Applicant claims employment by Plant Rubber and Asbestos
25 Company (Plant Insulation Company) for the period 1942 to
26 1947; and during that period of time, the employer's
27 carrier is unknown.

28 7. Applicant claims employment by Marine Engineering & Surveying
29 Company for the period 1948 to 1950; the insurance carrier for the
30 employer during the years 1948 to 1950 was Pacific Employers Insurance Company, a corporation.



REGINALD H. SMART, M.D.
JOSE P. BOYLE, M.D.
JOHN L. SHIREY, M.D.
MEDICAL OFFICE BUILDING
1120 WEST SIXTH STREET
LOS ANGELES 17
CALIFORNIA 90027

ly jz

September 19, 1957

Mr. William T. Hays
Attorney at Law
6331 Hollywood Boulevard
Los Angeles 28, California

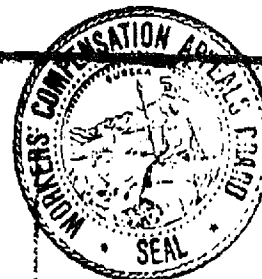
RE: James Whitcomb Riley

Dear Mr. Hays:

The following report is sent to you at the request of Mr. James W. Riley whom we first examined on June 27, 1957 with regard to his pulmonary condition. The following history and findings were obtained:

Residence history: Mr. Riley was born in Joplin, Missouri on October 23, 1899. He has lived in the Los Angeles area since 1903 with the following exceptions: In 1918 he was briefly in Quantico, Virginia. From 1936 to 1942 he lived in San Francisco. In 1947 he was in Fresno, California for two months. In 1952 he worked in Daina, Indiana for six months. In 1955 he was in Santa Maria, California for four months and in Las Vegas, Nevada for four months. In 1956 his work required a seven month stay in San Diego, California.

Occupational history: Since 1919 Mr. Riley has been employed in the heat insulation industry, his work requiring the application of insulating materials to boilers, steam pipes and other structures requiring insulation. The insulating materials which he has worked with include asbestos, block, Detrick block, Kalo, rockwool, fiber glass, cork and Mono block. He believes he may also have worked with diatomaceous earth occasionally as a loose powder to be applied against boilers to provide a porous material which will allow for expansion and contraction of the boiler due to temperature changes. The other materials mentioned above are supplied in various forms such as blocks, cored cylinders, sheets, and blankets. Very often it was necessary to cut the blocks or sheets using a hand saw. It was also necessary to hammer nails through this material to secure it in its proper location. Since this work was often done in confined spaces such as boiler rooms, a high dust concentration was frequently attained in poorly



Mr. William T. Hays

September 19, 1957

Re: James Whitcomb Riley

aggressive therapy such as intermittent positive pressure breathing and steroid medication may be necessary provided the inflammatory disease is under sufficient control to permit such therapy.

Relationship of patient's condition to employment: Mr. Riley's occupation for the last 35 years has been confined to the application of heat insulation materials. There has been no other source of industrial dust exposure. The x-ray films show pulmonary fibrosis of a pattern which is more suggestive of asbestosis than any other single entity. Asbestos bodies have been recovered from the sputum. There is no clinical evidence of bronchiectasis nor of chronic passive congestion of the lungs due to left ventricular failure. In my opinion, Mr. Riley has pulmonary fibrosis of occupational origin. The presence of pulmonary fibrosis may have been a significant factor in the development of pulmonary inflammatory disease and its subsequent course.

If I may amplify or clarify any of the preceding statements, it will be my privilege to do so.

Yours very truly,

John K. Shirey
John K. Shirey, M. D.

JKS:ark
Encs.





8.30
RECEIVED
AMERICAN MOTORISTS INSURANCE COMPANY

JAMES S. KEMPER, Chairman - HOME OFFICE CHICAGO 40 - HAYTHAMWAY S. KEMPER, President
2969 WILSHIRE BOULEVARD
LOS ANGELES 3, CALIFORNIA
TELEPHONE DUNSMITH 7-6211 AM 10 41

August 6, 1957

ALL FILLED
XEROXED
INDEXED

24/R

Industrial Accident Commission
501 State Building
217 West First St.
Los Angeles 12, California

Re: 81 CM 68854 ICD
James W. Riley vs.
J. T. Thorpe, Inc.
D/Ind: May, 1957
IAC: 57 LA 182-835

Gentlemen:

In accordance with Article IX, Section 10794 of your Commission, we are enclosing the following medical reports in connection with the above captioned claim:

6/6/57
6/12/57
7/1/57
7/27/57

John W. Crossan, M.D.
John A. Morgan, M.D.
Morris J. Schiff, M.D.
Dean S. Scofield, M.D.

Copies of these reports are being served by mail this date on the Applicant's Attorney.

Very truly yours,

F. G. Carignan
F. G. Carignan
Compensation Claim Department

FEC/mb

cc: William T. Hays, Atty., 6331 Hollywood Blvd., L.A. 23



DEAN S. SCOTFIELD M.D.
1731 STOCKER STREET
LOS ANGELES 8, CALIFORNIA
ARMED AND DANGEROUS
INTERNAL SECURITY

July 17, 1957

American Motorists Insurance Company
2969 Wilshire Boulevard
Los Angeles, California

Dear Sir:

The following contains my summary of Mr. James Riley, 447 West 42nd Street, Los Angeles 37, California. He was originally seen in my office on June 10, 1957.

The chief complaints were productive cough for three years, shortness of breath and chest pain as well as weight loss of two years.

Mr. Riley works as an insulator for the J. P. Thorp Co., Inc. He applies insulation fabrics on steam boilers and steam pipes and his work takes him all over the state. He has been doing this since 1920.

For about three years he has had a cough which has fluctuated in intensity and for the past two weeks has become much less. At the peak of his cough he would bring up about a tablespoon of sputum daily, at the present time he brings up hardly anything. He smokes approximately one pack of cigarettes daily.

For about two years he has had chest pains. He says that strenuous activity brings them on or even shortness of breath. Walking about one block or going up one flight of stairs will cause the shortness of breath and the pain. Rest apparently gives relief.

He says that he has lost about fifteen pounds over the last year or two. He has not worked since May 20, 1957 and since then has actually put on a little more weight. He has noticed easy fatigability for about two years.



40% lymphocytes, 2% eosinophiles and 2% basophiles. The blood smear was normal.

The chest film as ordered by you and done by Drs. Croesen and Join on June 6 revealed findings which are compatible with an infectious process of a tuberculous nature which is subacute or chronic in character with cavity formation.

The EKG was normal.

The Wintrobe Uncorrected Sedimentation Rate was 29 mm per hour, hematocrit 47 mm, and the corrected rate was 21 mm per hour.

The urinalysis was negative.

The PPD #2 strength was given and revealed a one plus reaction.

He was advised to stop smoking and to continue taking the vitamins. When seen the second time on June 12, there was essentially no change.

Prior to my seeing him the last time on June 21, 1957, I had a talk with Dr. Schiff of the Southeast Health Clinic. He told me then that they had made three sputum collections; the first two of which were negative, but the last one, done on June 11th, showed a few acid fast bacilli on a concentrated smear. There was no report from the cultures as yet. He also had an x-ray of Mr. Riley taken in 1953 for comparison with the present ones. It was his opinion that Mr. Riley did have tuberculosis and that he would recommend sanitarium care. Mr. Riley is aware of the diagnosis and I have not seen him in my office since.

My impressions are;

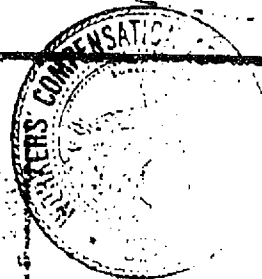
1. Tuberculosis, pulmonary, right, moderate, with cavitation.

Thanking you for this reference, I remain



Mr. James Riley

P. S. We received a telephone call from Mr. Riley the other day stating that he went to Dr. John K. Shirley, 1136 West Sixth Street, and asked that we forward our reports to him. I told him and Dr. Shirley that if he desired any information that he would have to contact you as I represented the American Motorist's Insurance Co. in this case.



10
re: Mr. James Riley

In 1953 he had a complete examination including chest films at the Kaiser Foundation Hospital. Nothing abnormal was found at that time. In January of this year he said that he had a chest film taken at the health department. In May 1957 he was advised to go to the Southeast Chest Clinic with whom he is now in touch. They have taken chest films on him there as well as several sputum specimens. He says that the diagnosis there is asbestosis and possibly tuberculosis.

The past history revealed that he had scarlet fever in 1907, and tonsillitis and influenza in 1918. He had a repair of a left varicocele done in 1920. He was married in 1923 and has three children all of whom are living and well. He drinks approximately two bottles of beer a day plus a few highballs.

The physical examination revealed a thin, white male of the stated age of 57. The weight was 120 lbs., dressed; height 5'10 1/2", with shoes; temperature 98.0 degrees, pulse 80 and blood pressure 112/78.

The examination of the head revealed that the tonsils were present. Glasses were worn for hypermetropia. Bilateral dentures were present.

The examination of the lungs revealed that the breath sounds were harsh and he tended to cough at the end of inspiration. The heart sounds were normal and the abdomen was scaphoid in nature. No abnormal tumors or organs were felt.

His rectal examination revealed some hemorrhoids. There was some pooning of both the finger and toenails, chiefly the fingers however.

His blood count revealed the hemoglobin to be 15.3 grams. The erythrocytes numbered 5,290,000; leukocytes 7,500 with 50% neutrophils,



DOCTOR'S FIRST REPORT OF WORK INJURY

Failure to file a report with the Division is a misdemeanor. (Labor Code, Sections 6407-6419.) Immediately after first examination mail one copy directly to the Division of Labor Statistics and Research, P.O. Box 963, San Francisco, 12

AND TWO COPIES TO

AMERICAN MOTORISTS INSURANCE COMPANY

JAMES S. KEMPER, Chairman

2800 WILSHIRE BOULEVARD

LOS ANGELES 5, CALIFORNIA 81CM68854 100

Answer all questions fully.

1. EMPLOYER			
2. Address (No. & City)			
3. Business (Name, location, including address, telephone, etc.)			
4. EMPLOYEE (Full name, middle initial, and address)	JAMES W. RITTY		
5. Address (No. & City)			
6. Occupation			
7. Date injured	5-57	Hour	M Date last worked
8. Injured at (City)			
9. Date of your first examination	Hour	M	Who engaged your services?
10. Name other doctors who treated employee for this injury			

1. ACCIDENT OR EXPOSURE: Did employee notify employer of this injury? _____ Employee's statement of cause of injury or illness: _____

2. NATURE AND EXTENT OF INJURY OR DISEASE (Include all objective findings, subjective complaints, and diagnosis. If occupational disease state date of onset, occupational history, and exposures.)

Patient employed in asbestos factory since 1940.

Subjective Symptoms: Cough, Sputum, weakness, weight loss and dyspnea

Objective Symptoms: Diminished breath sounds, hyperinflation, prolonged expiration

X-rays: By whom taken? (Name & date) at South East Health Center 1/2/57

Findings: Widespread finely nodular infiltration in lower half of both lung fields and ill-defined right apical mass consistent with carcinoma - Possible squamous

Treatment: Patient now under care of Dr. Raymond Smart 1136 1/2 St. L.A. 44

Kind of case (Occupational or non-occupational) _____ If hospitalized, date _____ Estimated stay _____

Name and address of hospital _____

Further treatment (Examination, treatment, and duration) _____

Estimated period of disability for: Regular work _____ Slightly disabled work _____

Describe any permanent disability or disfigurement expected (State if none) _____

If death entered give date _____

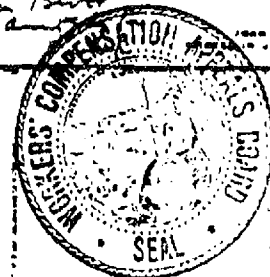
REMARKS (Note any pre-existing injuries or diseases, steps for special examinations or laboratory tests, other pertinent information.)

Duration and extent of disability will be determined by future studies to determine whether patient is a carcinoma, as well as a state pulmonary tuberculosis is present

MOORIS J. SCHIFF, M.D. [Signature] Insurance Medical Unit
at report July 1, 1957 Address 4440 So. Central Ave. Los Angeles 44, Cal.

789 LA 5-56 10M

Use reverse side if more space required. Los Angeles



WENDELL A. MORGAN, M.D.
2909 Wilshire Boulevard
Los Angeles 5, Calif.
Dwelling 2 care

June 12, 1957

American Motorists Insurance Company
2969 Wilshire Boulevard
Los Angeles 5, California

Attention: Mr. Carignan

Re: James Riley
J. T. Thorpe Inc.
Inj: 1/2/57
SI CM 68894XND

Gentlemen:

Mr. Riley was examined in this office on June 6, 1957. The patient has a history of having a gradual onset of increasingly severe cough in the past two to three years and in recent months of losing ten pounds in weight. He also is troubled with chronic weakness and fatigue. The cough has been productive of clear mucoid sputum.

The patient has been working as an insulator for thirty seven years.

The patient consulted Dr. Schiff and has not worked since May 20, 1957. Dr. Schiff took x-rays and apparently felt that the findings suggested that the patient's condition was the result of inhaling dust from the insulating material at his work. According to the patient, sputum samples were taken and these are now being tested by culture and guinea pig inoculation for possible tuberculosis.

The patient is a white male; 57 years; married; address: 447 W. 42nd Street, Los Angeles 37, Calif. Tele: Ad. 2 4962. Occupation: insulator.

EXAMINATION

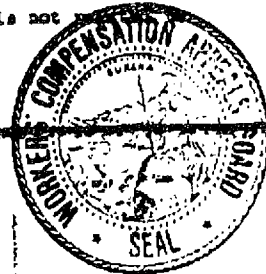
Examination reveals a chronically ill-appearing 57 year old white male who appears to have lost considerable weight.

The chest was resonant to percussion. A few fine scattered inspiratory rales were present over the right base.

The patient was referred to Drs. Grossman and Gold where an x-ray of the chest was taken. This was reported as showing findings compatible with an infectious process of a tuberculous nature with cavity formation.

The patient was referred to Dr. Dean Scofield for examination and for his opinion.

It would seem that if the condition is tuberculosis, it is not



81CM-68334

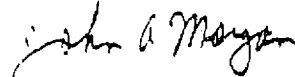
-2-

Re: James Riley
SI CM 68854X00

June 12, 1957

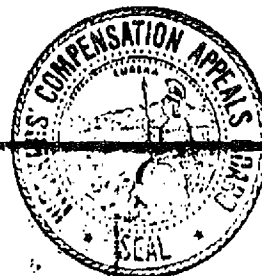
any industrial accident or disease. The presence of a cavity would suggest that it probably is tuberculosis. The diagnosis would be confirmed if positive cultures are obtained.

Very truly yours,



John A. Morgan, M. D.

JAM:CSH



Lincoln S. Cross
John W. Cross, M.D.

DRS. Cross & Cross
638 South Westlake
Los Angeles 37

June 6, 1937

RECEIVED
LOS ANGELES CALIF.

1937 JUN 15
Harold P. Land, M.D.
Henry C. Cross, M.D.

ANS'D. =

John A. Morgan, M. D.
2965 Wilshire Boulevard
Los Angeles 37, California

American Motorists Insurance Company

Re: MILLY, Mr. James

Emp: J. T. Thorpe, Inc.

Inj: 5-20-37

File # 015154

Dear Doctor Morgan:

Röntgenological examination of the chest shows an increase in density of the right lung in the subclavicular region which is of non-homogeneous pattern. There are streak-like shadows, extending downward and inward to the right hilar region. There is a moderately large ring-shaped shadow with small areas of relative translucency involving the right subclavicular region.

CONCLUSION:

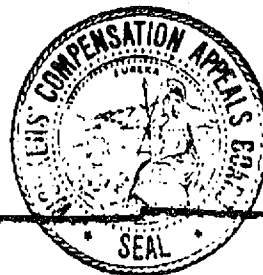
From a röntgenological standpoint the findings are compatible with an infectious process of a tuberculous nature which is sub-acute or chronic in character with cavity formation.

We are sending the original röntgenograms and a copy of this report to Doctor Dean Seafeld, as you requested.

Very truly yours,

John W. Cross
John W. Cross, M. D.

JWC:ls



8-30



AMERICAN MOTORISTS INSURANCE COMPANY

JAMES W. RILEY, President - HOME OFFICE CHICAGO 40 - HATHAWAY G. RORER, President

2969 WILSHIRE BOULEVARD
LOS ANGELES 9, CALIFORNIA
TELEPHONE DUNEL 1-4111

August 21, 1957

RECEIVED
INDUSTRIAL ACCIDENT
COMMISSION LOS ANGELES
17 AUG 23 PM 2 52
EXAM. DIV. 100
FED. BUREAU OF INVESTIGATION

Industrial Accident Commission
501 State Building
Los Angeles 12, Calif.

Re: 81 CI: 68854 XCD
James W. Riley vs. J. T. Thorpe, Inc.
Injured: May, 1957
LAC: 57 LA 182-855

Gentlemen:

In accordance with Article III, Section 10794 of your Commission, we are enclosing the following medical report in connection with the above captioned claim:

8-19-57

Frank Porter Miller, M. D.

Copy of this report is being served by mail this date on the applicant's attorney.

Very truly yours,

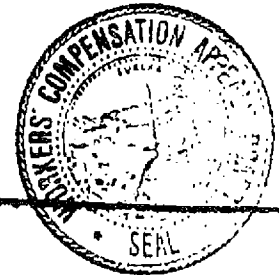
F. C. Carignan
F. C. Carignan

Compensation Claim Department

FEC:EX

cc: William T. Hays, Atty.
6392 Hollywood Blvd., L. A. 28.

Stamp for the Bureau of
ENTRANCE
UNITED STATES



FRANK PORTER MILLER, M.D.

922 PIONEER MUTUAL BUILDING
LOS ANGELES, CALIFORNIA

August 19th, 1957

American Motorists Insurance Co., Att'n. Mr. Carignan-
2949 Wilshire Blvd.,
Los Angeles 5, Calif.

Gentlemen:

Re: James W. Riley-
Emp: J. T. Thorpe, Inc.-
Date of Injury: July 1956-
Claim #1 CM 68854X-

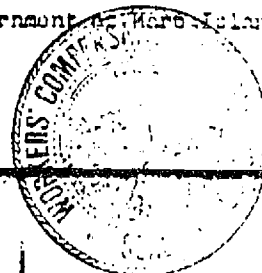
Pursuant to your request, I examined the above-named applicant at the Veterans Hospital in Long Beach, California on August 14th last. He stated that he is 57 years of age, married and the father of three children. His present weight is 122 lbs., normal 137. His occupation is that of an insulator.

FAMILY HISTORY: He further stated that his father died of heart disease at the age of 77. His mother also died at 77 but he does not know the cause of her death. He has one brother living and well, none dead. Has two sisters living and well, none dead.

PREVIOUS DISEASES: He had measles, whooping cough and Scarlet Fever as a youngster and recovery was uneventful. No pneumonia. He had a light attack of influenza in 1919. No pleurisy. Has noted flecks of blood in sputum recently. Had a varicocele operation in 1920. No severe accidents of any character.

OCCUPATIONAL HISTORY: He came to California when he was three years of age. Began working in 1916 in a sheet metal trade, and this was during a summer vacation. He was in the Medical Corps of the Navy from 1918 to 1919. He began as an insulator in 1920, and his occupational history was as follows.

- (1). Johns-Manville at the Los Angeles Shipyards from 1920 to 1921 insulating steam pipes and boilers. The base of this was distomaceous earth.
- (2). 1921 to 1923- No particular work.
- (3). Southern Asbestos Company from 1923 to 1927.
- (4). Asbestos Co. of California in San Francisco from 1927 to 1928.
- (5). Plant Rubber & Asbestos from 1928 to 1930.
- (6). L. A. Rubber for a period of time.
- (7). Piece work off and on until 1936.
- (8). From April 1936 to 1941 worked for the government at Wake Island doing insulation on ships.



- (9). Plant Rubber & Asbestos at Bethlehem from 1942 to 1946.
- (10). 1947 to 1948- Lynch Insulation.
- (11). 1948 to 1949- Marine Engineering.
- (12). Plant Insulation- 1949 to 1951.
- (13). J. Meyer Olman out of Chicago for 8 months in 1952.
- (14). Plant Insulation at Etiwanda Steam Plant from 1952 to 1954.
- (15). Fiber glass from 1954 to 1955.
- (16). Coast Insulation from 1955 to February 1956.
- (17). Totman Morgan Co. from Feb. 1956 to Sept. 1956.
- (18). J. T. Thorpe from Sept. 1956 to May 19th, 1957.

During these many years he has used all the various kinds of insulating products.

PRESENT HISTORY: He began feeling badly in July 1956. Cough and sputum were the main subjective symptoms. He now states that in 1953 he went into the Kaiser Hospital at Fontana, where his chest was x-rayed and he was told there was no pathology. Loss of weight began in July 1956, and he lost 110 lbs. He went to the L. A. City Health Dept. for an x-ray, and was immediately taken off work. Five sputum tests were taken- three negative and two positive tests on concentration. June 10th, 1957 and June 21st, 1957 were positive for acid-fast bacilli. Dyspnoea began at this time, and also fatigability. He was examined by Drs. Schiff, Scofield and Shirey. Dr. Shirey stated that asbestos was found in the sputum. He entered the Veterans Hospital in Long Beach on July 10th, 1956. He has gained four pounds in weight and is coughing considerably less than formerly. He smokes one package of cigarettes daily and is a moderate drinker. His therapy is now Streptomycin and DNR.

PHYSICAL EXAMINATION: The scalp shows no abnormalities. Eyes show a very sluggish reaction both to light and accommodation. The nasal mucosa does not appear to be congested and the septum is in normal position. Both upper and lower teeth are on galvanized dentures. The pharynx is uninfected. The cervical glands could not be palpated. Thyroid is apparently normal.

Chest: There is a slight decrease in the mobility throughout the right side both anteriorly and posteriorly. Tension in the shoulder girdle group of muscles on the right side is slightly aggravated. The percussion note shows an increased density which is slight at either base, and a hyper-resonant note at the right apex. Breath sounds show a great deal of harshness with prolongation of expiration in either chest, and there are many crackles at the right base and also at the left apex. These appear to be dry, and I have the feeling that



these are largely pleural and are not of recent origin. Heart sounds are soft, normal and rhythmical and no adventitious murmurs are demonstrable. Blood pressure normal, pulse rate 72.

Abdomen: This area is somewhat scaphoid. None of the abdominal viscera were palpable, nor were there any masses, tenderness or rigidity. Genito-urinary was negative.

Reflexes were physiologic. Lower extremities were free from edema. The terminal phalanx of the hands showed quite a marked hypertrophy. The remaining systems failed to reveal anything interesting or pathologic.

LABORATORY: I saw the laboratory work that had been done by the Los Angeles City Health Dept., and there was no evidence of asbestos fibers or asbestos bodies. The laboratory work which was conducted at the Veterans Hospital has been negative at all times for acid-fast organisms, although at the Health Dept. there were two positives on concentration. The Veterans Hospital has also been unable to demonstrate any asbestos bodies.

X-RAY REPORT: Following are verbatim reports from the Long Beach Veterans Hospital on x-ray pictures taken by them:

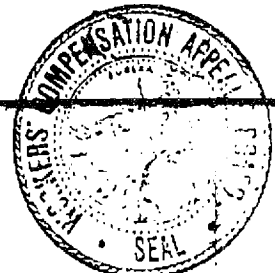
"7/2/57 - Fibrotic disease is seen in the right apex, with air-filled spaces which could be either cavities or blebs. Bilaterally both lower lung fields are honeycombed with an infiltrate of lesions. No previous films are available for comparison. The etiology of the upper lung fields is probably pulmonary tuberculosis, which would suggest that in the lower lung fields the infiltrate is probably due to the same disease.

(Signed) W. Roberti, M. D.

"7/12/57 -No change from the examination on July 2nd, 1957.

"7/12/57 -Fluorograms of the right upper lobe. Films reveal several small cavities in the right apical area, all a centimeter or less in diameter."

3/14/57 -These are my own findings. There is a great deal of fibrotic change in the upper right and a lesser amount in the upper left. There are multiple small cavities in the upper right. Perpendicular cardiac silhouette.



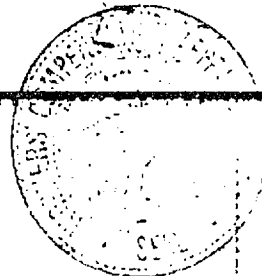
The lower portion of either lung shows a fibrotic trabeculation with some nodulation. There are a few calcified nodes adjacent to the hilum, and an interlobar pleural change in the mid-chest on the right.

6/6/57 - An x-ray picture taken by Crossen & Goin on June 6th, 1957 shows similar changes which have been previously described, and in this film we have a good black and white contrast but there has been no alteration in the minutia from the films previously described.

CONCLUSIONS: It is true that severe pulmonary disability may be produced with far advanced asbestosis, but relatively few of the people exposed to the fiber develop the disease. The word asbestos is used to describe several fibrous magnesium silicates which are different in the chemical composition and also in physical properties. Total world production of asbestos is approximately 1 1/2 million tons per year. Canada and Africa are the main source of supply. The chrysotile fiber comprises about 95% of the fiber produced. Amosite, tremolite, etc., account for only small percentages. Recently many new uses are being uncovered for the use of the fibers- such as wallboard, shingles, floor tile, brake linings, etc. For the sake of correct nomenclature, I think the word asbestos refers to the fibers and asbestosis to the disease.

As would be expected, the few who develop the disease are those who have contact in the mines and the mills. In other words, when the asbestos is in the raw state and it develops sparingly after the fibers have been processed. Thus, in making a diagnosis of occupational pulmonary disease, it is very imperative to obtain a detailed occupational history so that asbestosis, silicosis or mixed pneumoconiosis can be differentiated. If the fibers up to 50 micron in length are inhaled continually in sufficient quantities over a period of many years a typical pulmonary fibrosis will develop.

It has been demonstrated that this fibrosis is due not to chemical action, but rather to the mechanical action of the fibers. These fibers are deposited in the bronchioles and produce a tissue response which coats the fibers, and these are known as asbestos bodies. Asbestos bodies can be found in the sputum of the persons who have had only short and sporadic exposure. These people are healthy and have no signs or symptoms of asbestosis. In other words, the findings of



asbestos bodies is significant only in that the individual has had an exposure and not necessarily does this mean the disease asbestosis.

After the initial stage has passed in the disease we get a "ground glass" appearance at either base of the lungs, due undoubtedly to pleural involvement. Continual inhalation advances the condition from the bases to the middle third of the lungs, but the apices remain clear. The cardiac outline becomes more indistinct, and the costophrenic and costocardiac angles are obliterated. Many third-stage cases of asbestosis carry on their work for many years, but if pulmonary involvement becomes too great for pulmonary occurs. There is no typical clinical picture. Those common symptoms which occur in all chronic pulmonary disease are present-- cough, sputum, weight loss.

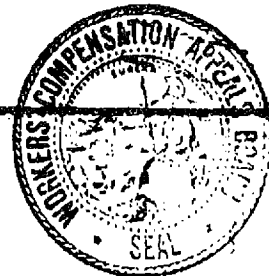
Animal experiments and clinical observations have shown that asbestosis does not predispose a person to the development of pulmonary tuberculosis, nor does it aggravate an apparently healed tuberculous lesion. In two towns in Quebec of comparable size, both with a single mining industry (asbestos), the incidence of tuberculosis among the population over a period of many years was no greater than other towns of similar size with no dusty trade.

Now to return to the applicant. Let us first review the diagnosis. Repeated sputum examinations by the Los Angeles City Health Department show three negatives and two positives on concentration examination for acid-fast bacilli. No mention is made of asbestos bodies. All sputum specimens at the Veterans Hospital have proven negative, and repeated search for asbestos fibers have proven negative. X-ray examinations at the Veterans Hospital disclose multiple cavities in the upper right and some fibrosis at the bases, but Dr. Roberti (Radiologist) believes the basal pathology is of the same origin as the apical involvement (tuberculosis). Films taken by Grossen & Join show no asbestosis.

There are certain features in the x-rays which are incompatible with asbestosis. First, lack of "ground glass" appearance which is so characteristic at bases. Second, we have some nodulation at the bases which does not occur in asbestosis. Third, we have marked clubbing of the fingers, which is non-existent in asbestosis.

The presence of multiple cavitation in the upper right, and some fibrotic change at either apex, makes me feel that this is an old fibrotic tuberculosis which has become reinfected and active. Presence of acid-fast bacilli is substantiating evidence.

Though this man has had long experience in the insulating trade, and



has dealt with many products, the reasoning that we can adduce is too infinitesimal to make a diagnosis of asbestosis, particularly when one realizes that of the many that are exposed few fall victim to this form of pathology.

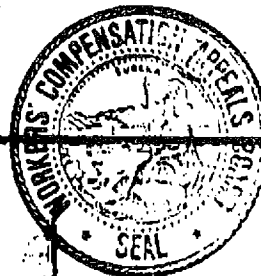
Thank you for the opportunity of this very interesting study.

Very truly yours,

F. P. Miller

FRANK PORTER MILLER, M. D.

FPM:ME
Encl.



man

1846
The American Insurance Group

ACCOUNT
LOS ANGELES

NOV 29 AM 10 09

FRANK E. CROSBY
CHIEF OF BUREAU

JOHN R. SERRANO VICE-PRESIDENT
LOS ANGELES BRANCH OFFICE - LAMONT - CHIEF OF BUREAU
111 WEST SEVENTH STREET - WASHINGTON 5, D.C.
LOS ANGELES 25, CALIFORNIA

November 27, 1957

ml B

Industrial Accident Commission
501 State Building
Los Angeles 12, California

RE: JAMES WHITCOMB RILEY vs. JONES-MANVILLE, INC., ET AL,
IAC #57 LA 182-235.

Gentlemen:

Attached is a payroll report just received from Totman-Morgan Company, of Chicago, showing employment of the applicant on their job at Oceanside from January 16, 1956, to August 31, 1956.

Our last policy on Totman-Morgan Company was #C-363-5499 which expired on January 1, 1955 and was not renewed. The employer has advised our Chicago office that coverage for the period of employment in question was by Employers Mutual of Wausau.

Yours very truly,

Harland Ewin
HARLAND EWING
Supervisor

Compensation Hearing Claims

age/lpe
enc.

cc: Hays & McLaughlin
Attorneys at Law
6331 Hollywood Blvd.
Los Angeles 28, California

Employers Mutual Insurance Company of Wausau
6435 Wilshire Blvd.
Los Angeles, California

AMERICAN INSURANCE
GROUP OF CALIFORNIA
SAN FRANCISCO

LOS ANGELES
BRANCH



10/24/57

James Whitcomb Riley
447 West 42nd Street
Los Angeles 37, California

Date Hired: January 16, 1956

Termination Date: August 31, 1956

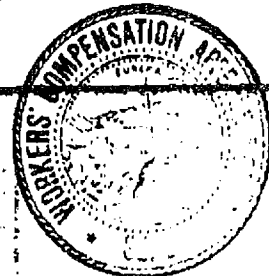
Rate of Pay: \$130.00 per week thru July
\$134.00 " " August

Name of his foreman: Charles L. Little
P. O. Box 396
Carlsbad, California

Week by week schedule of his gross earnings:

<u>Week Ending</u>	<u>Wages</u>	<u>Week Ending</u>	<u>Wages</u>
1/22	\$130.00	6/3	\$104.00
1/29	130.00	6/10	130.00
2/5	130.00	6/17	130.00
2/12	130.00	6/24	130.00
2/19	130.00	7/1	130.00
2/26	130.00	7/8	104.00
3/4	201.50	7/15	130.00
3/11	130.00	7/22	130.00
3/18	130.00	7/29	130.00
3/25	130.00	8/5	134.00
4/1	130.00	8/12	107.20
4/8	130.00	8/19	134.00
4/15	130.00	8/26	134.00
4/22	130.00	8/31	134.00
4/29	130.00		
5/6	130.00	Bonus paid	
5/13	130.00	1/22/57	132.00
5/20	130.00		
5/27	130.00	Total	<u>34,474.70</u>

nn



THORPE INSULATION COMPANY *(et A)*



Distributors and Contractors of The Best Insulation

2741 SOUTH YATES AVENUE • LOS ANGELES 22, CALIFORNIA

September 27, 1957

Firemans Fund Indemnity Company
3440 Wilshire Boulevard
Los Angeles 5, California

Attention: Mr. C. F. Weiler, Claims Examiner

Subject: JAMES WHITCOMB RILEY
Your File No. A530C-112303

In response to your letter dated September 13, 1957, and in connection with our letter dated August 27, 1957, the following is the detail of the assignments of Mr. Riley while in our employ:

<u>WEEK</u> <u>ENDING</u>	<u>HOURS</u> <u>WORKED</u>	<u>JOB NO.</u>	<u>JOB NAME</u>	<u>MATERIALS APPLIED</u> <u>BY J. W. RILEY</u>
12-23-51	36			Incomplete Data
7-27-52	16			DITTO
8-3-52	40			"
3-8-53	8			"
3-15-53	9			"
4-5-53	32			"
4-12-53	40			"
4-19-53	40			"
4-26-53	40			"
5-3-53	32			"
5-10-53	40			"
5-17-53	48	3628	Edwanda Steam Plant	Pabco Caltemp
5-24-53	53	3628	DITTO	DITTO
5-31-53	53	3628	"	"
6-7-53	53	3628	"	"
6-14-53	53	3628	"	"
6-21-53	53	3628	"	"
6-28-53	36	3628	"	"
7-5-53	45	3628	"	"
7-12-53	53	3628	"	"
7-19-53	40	3628	"	"



December 3, 1957

Pacific Employers Insurance Company
1033 South Hope Street
Los Angeles 15, California

Attention: Lloyd O. Grayne, Claims Examiner

Gentlemen:

RE: JAMES W. RILEY vs. JONES MANVILLE, et al
L.A. 152-835

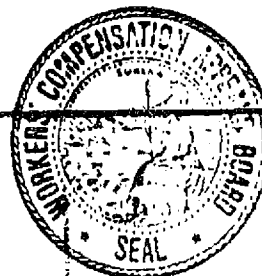
Replying to your letter of November 19, 1957, please be advised that at the time of hearing an informal discussion arose at which time information was given the Referee that the applicant was employed by Marine Engineering Company for two months in 1946; 3 months in 1947; one month in 1948; 12 months in 1949; 5 months in 1950 and 6 months in 1951, and that the carrier was Pacific Employers Insurance Company.

Yours very truly,

CAM:BN

GEORGE A. MARTINELLI, Referee

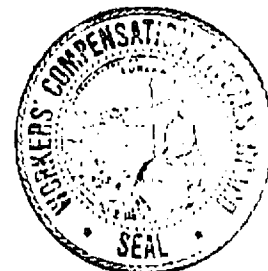
cc: William T. Hays, 6331 Hollywood Blvd, L.A. 28
cc: Delano Stalvey, The Travelers Ins.Co. 510 W. 6th St, L A
cc: A. G. Ewing, Associated Ind. Co. Box 2133, L A 54
cc: Herlihy and Herlihy, 412 W. 6th St, L A 14
cc: H. V. McInerney, Aetna Cas. & Surety Co. 210 S. Spring, L A
cc: Charles Antis, Industrial Ind. Co. Box 2252, L A 54
cc: Spray, Gould and Bowers, 1671 Wilshire Blvd, L A 17
cc: F. M. Carignan, 3045 Wilshire Blvd, L A



PARTIES SERVED:

James Whitcomb Riley, 447 West 42nd St., LA 37
William T. Hays, 6331 Hollywood Blvd., LA 28
Founders Ins. Co., 727 West 7th St., LA
Johns-Manville, Inc., P.O. Box 7, French Camp
Johns-Manville, Inc., Attn: J. E. Gilmore, Ind. Rel. Mgr.,
Stockton
Johns-Manville, Inc., Box 1450, Long Beach
Southern Asbestos and Magnesite Corp., 1701 N. Main St., LA
Asbestos Co. of Calif., San Francisco, (address unknown)
Plant Rubber & Asbestos Co., c/o Plant Insulation Co.,
2741 S. Yates Ave., LA
Los Angeles Rubber Co., (address unknown)
Marine Engineering Co. & Fiberglass Co., 5933 Telegraph Rd., LA
Robert O. Lynch, dba Lynch Asbestos Co., 2939 S. Sunol Dr., LA
Lynch Asbestos Co., 2939 S. Sunol Dr., LA
Plant Insulation Co., 2741 S. Yates Ave., LA
Coast Insulation Products, 2316 San Fernando Blvd., LA
Armstrong Cork Co., 1206 Maple Ave., LA c/o 5037 Patara St.,
South Gate
Totman-Morgan, Chicago, Ill.
Long Beach Vet. Adm. Center, Ins. & Correspondence Section
Registrar Div., Bldg. 30, Attn: Mrs. Hahn, Long Beach 4
The Travelers Ins. Co., 510 West 6th St., LA
Associated Indem. Corp., Box 2133, LA 54
Pacific Indem. Corp., 3450 Wilshire Blvd., LA
Fireman's Fund Indem. Co., 3440 Wilshire Blvd., LA
Ind. Indem. Co., Box 2252, LA 54
Phoenix Indem. Co., 3750 West 6th St., LA
Empl. Mut. Liab. Ins. Co. of Wis., 6435 Wilshire Blvd., LA
Guarantee Ins. Co., Box 2887, LA 54
Argonaut Ins. Exch., 1001 Wilshire Blvd., LA
American Motorists Ins. Co., 2969 Wilshire Blvd., LA
Lurich Ins. Co., 4465 Wilshire Blvd., LA
Pacific Empl. Ins. Co., 1033 S. Hope St., LA
Fred E. Carignan, 3045 Wilshire Blvd., LA
Herlihy & Herlihy, 412 West 6th St., LA
Mount, Pendleton & Gillaspay, 3440 Wilshire Blvd., LA
McCartney, Hall & Ryan, 639 S. Spring St., LA
Spray, Gould & Bowers, 1671 Wilshire Blvd., LA 17
Aetna Casualty & Surety Co., 310 S. Spring St., LA
Vet. Admin. Hosp., 5701 Bellflower Blvd., Long Beach
* Empl. Liab. Assur. Corp. Ltd. of London, England,
639 S. New Hampshire, LA
Party * served copy of Notice and Appln.
J. T. Thorpe, Inc., 929 East 2nd St., LA

Int



10 4
10 11
PACIFIC EMPLOYERS' INSURANCE COMPANY 9 15

THE VICTOR MONTGOMERY
UNDERWRITING



GENERAL AGENCY, INC.
MANAGERS

1031 10 1000 STREET
RICHMOND 9, CALIF.
LOS ANGELES 15

November 19, 1957

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Re: James W. Riley vs
Johns Manville et al
57 LA 182-835

Attention: George A. Martinelli, Referee

Gentlemen:

We have a copy of your letter addressed to Mr. Eays,
of October 23, 1957.

Can you let us know the name of the company we reportedly
insured?

Yours very truly,

Lloyd O. Grayne
Lloyd O. Grayne
Claims Examiner

LOC/op
cc: Mr. William T. Eays
Attorney at Law
6331 Hollywood Blvd.
Hollywood 28, Calif.



Before the Industrial Accident Commission of the State of California

JAMES WHITCOMB RILEY,

Applicant

vs.

JOHNS-MANVILLE, INCORPORATED,
a corporation; et al,

Defendant

Case No 57 LA 182-835

Notice of Time
and Place of
Further Hearing

LOS ANGELES OFFICE
INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA
FILED NOV 18 1957

WILLIAM KAFLAN
ASST. SECRETARY

NOTICE TO ALL PARTIES

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

LONG BEACH VETERANS ADMINISTRATION CENTER

5901 EAST 7th ST., LONG BEACH 4, CALIF.

JANUARY 2 & 3, 1958 9:30 A. M. (TWO HALF-DAY MORNING HEARINGS)

Dated at Los Angeles

11-18-57

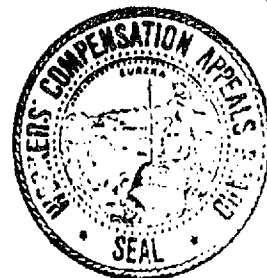
INDUSTRIAL ACCIDENT COMMISSION

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

SERVICE UPON:

See attached list for service

Totman-Morgan and Pacific Emp. Ins. Co. Served copy of MINUTES OF
HEARING and copy of APPLICATION filed June 25, 1957.



in of admittance to
hospital - under
the of leaving - Dated
2/5/57 - Calendar

Before the Industrial Accident Commission of the State of California

Claim No.

57 LA 182-835

JAMES WHITCOMB RILEY,

Applicant

vs.

JOHNS-MANVILLE, INCORPORATED, a corporation,
et al; and
TOTMAN-MORGAN

Defendants

Order Joining Party
Defendant

LOS ANGELES OFFICE
INDUSTRIAL ACCIDENT COMMISSION
ATA 100-100-100
FILED NOV 18 1957

WILLIAM H. CAPLAN
DEPT. SECRETARY

Good Cause Appearing Therefore,

IT IS HEREBY ORDERED THAT

TOTMAN-MORGAN

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

William H. Caplan
WILLIAM H. CAPLAN

Referee

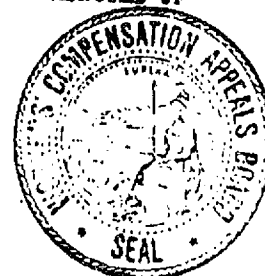
INDUSTRIAL ACCIDENT COMMISSION

COPIES MAILED TO: 11-18-57

See attached list for service

Totman-Morgan and Pacific Empl. Ins. Co. served copy of MINUTES OF
HEARING and copy of APPLICATION filed June 25, 1957

Let



PARTIES SERVED:

James Whitcomb Riley, 447 West 42nd St., LA 37
William T. Hays, 6331 Hollywood Blvd., LA 28
Founders Ins. Co., 727 West 7th St., LA
J. T. Thorpe Inc., 929 East 2nd St., LA
Johns-Manville, Inc., P.O. Box 7, French Camp
Johns-Manville, Inc., Attn: J. E. Gilmore, Ind. Re. Mgr.,
Stockton
Johns-Manville, Inc., Box 1450, Long Beach
Southern Asbestos and Magnesia Corp., 1701 N. Main St., LA
Asbestos Co. of Calif., San Francisco, (address unknown)
Plant Rubber & Asbestos Co., c/o Plant Insulation Co.,
2741 S. Yates Ave., LA
Los Angeles Rubber Co., (address unknown)
Marine Engineering Co. & Fiberglass Co., 5933 Telegraph Rd., LA
Robert C. Lynch, dba Lynch Asbestos Co., 2939 S. Sunol Dr., LA
Lynch Asbestos Co., 2939 S. Sunol Dr., LA
Plant Insulation Co., 2741 S. Yates Ave., LA
Coast Insulation Products, 2316 San Fernando Blvd., LA
Armstrong Cork Co., 1206 Maple Ave., LA c/o 5037 Patara St.,
South Gate
Totman-Morgan, Chicago, Ill.
Long Beach Vet. Adm. Center, Ins. & Correspondence Section,
Registrar Div., Bldg. 38, Attn: Mrs. Hahn, Long Beach 4
The Travelers Ins. Co., 510 West 6th St., LA
Associated Indem. Corp., Box 2133, LA 54
Pacific Indem. Corp., 4450 Wilshire Blvd., LA
Fireman's Fund Indem. Co., 3440 Wilshire Blvd., LA
Ind. Indem. Co., Box 2252, LA 54
Phoenix Indem. Co., 3750 West 6th St., LA
Empl. Mut. Liab. Ins. Co. of Wis., 6435 Wilshire Blvd., LA
Guarantee Ins. Co., Box 2887, LA 54
Argonaut Ins. Exch., 1001 Wilshire Blvd., LA
American Motorists Ins. Co., 2969 Wilshire Blvd., LA
Zurich Ins. Co., 4465 Wilshire Blvd., LA
Pacific Empl. Ins. Co., 1033 S. Hope St., LA
Fred E. Carignan, 3045 Wilshire Blvd., LA
Herlihy & Herlihy, 412 West 6th St., LA
Mount, Pendleton & Gillaspie, 3440 Wilshire Blvd., LA
McCartney, Hall & Ryan, 639 S. Spring St., LA
Spray, Gould & Bowers, 1671 Wilshire Blvd., LA 17
Aetna Casualty & Surety Co., 810 S. Spring St., LA
At. Admin. Hq. 5701 Hillflower Blvd. Long Beach





VETERANS ADMINISTRATION

HOSPITAL
3901 E. SEVENTH STREET
LONG BEACH 4, CALIFORNIA

December 5, 1957

DEC 9 AM 8 59
RECEIVED
VETERANS ADMINISTRATION
HOSPITAL

VETERAN FILE REFERENCE:

NO REPLY REQUIRED TO: 5264-126P6
RILEY, James W.
RW 101478

State of California
Department of Industrial Relations
Industrial Accident Commission
501 State Building
Los Angeles 12, California

ATTN: Katherine E. Solomon, Calendar Clerk

Gentlemen:

Please consider this letter as your authority to conduct two half-day depositions, in the case of James W. Riley, at this hospital on Thursday and Friday, January 2nd and 3rd, 1958 at 9:30 AM.

It is understood from the list received with the Notice of Hearing there will be approximately a group of twenty people present for the hearing. The conference room on Ward W-10 has been reserved for this purpose.

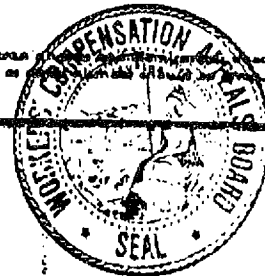
Please present this letter to the Information Desk, Main Building of this hospital upon your arrival. Personnel of the Information Desk will notify the ward of your arrival.

Very truly yours,

A. P. Willis
A. P. WILLIS
Registrar

cc: Info Desk
Ward W-3
James W. Riley, W-3
Wm. T. Hays, Attorney

An inquiry by or concerning an ex-serviceman or woman should, if possible, give person
C. X. K. N. Y. H. R. M. R. L. or other number. If such number is unknown, service of





1-43

RECEIVED
1957 DEC 10 10 11 AM
Data

VETERANS ADMINISTRATION

HOSPITAL
1931 E. SEVENTH STREET
LONG BEACH 4, CALIFORNIA
December 5, 1957

RECEIVED
1957 DEC 10 10 11 AM

DEC 9 AM 9 38

NO. 157 LA 182-835

IN REPLY REFER TO: 5264-136P6
RILEY, James W.

State of California
Department of Industrial Relations
Industrial Accident Commission
501 State Building
Los Angeles 12, California

ATTN: Claims Division

Gentlemen:

Enclosed are copies of statement of charges for hospitalization for Mr. James W. Riley. A copy of your claim form signed by Mr. Riley is also enclosed.

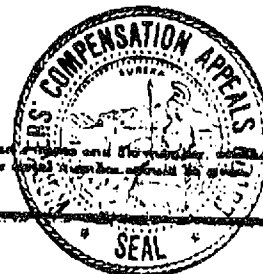
The statement of charges cover periods of date of admission on July 10, 1957 to November 30, 1957. This is not a final billing as Mr. Riley is still hospitalized.

We would appreciate being informed as to the decision made in regards to this matter.

Yours very truly,

A. P. WILLIS
Registrar

Encl: Claim
Statement of Charges



An invoice by or concerning an ex-serviceman or woman should, if possible, give record number and the number of the C. X. K. N. V. H. RM. RA. or loan number. If such number is unknown, service or other number should be given.

DO NOT WRITE IN
THIS SPACE

ENTERED IN DOCKET
9 9 38

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

Notice and Request for Allowance of Lien

San Francisco Office
965 Mission Street
San Francisco 1

Sacramento Office
631 "J" Street
Sacramento

Fresno Office
412 Helm Building
1111 Fulton Street
Fresno 21

CLAIM No. 57 LA 182-635

Los Angeles Office
581 State Building
Los Angeles 12

Long Beach Office
Room 214
Jorgensen Trust Building
100 E. Ocean Boulevard
Long Beach 2

San Diego Office
1321 Fourth Avenue
San Diego 1

JAMES WHITE AND RILEY

USE CHECKBOX

VETERANS ADMINISTRATION HOSPITAL
5701-Bellflower Blvd
Long Beach, California

vs.
various employers & insurance companies

EMPLOYER

EMPLOYEE

INTERESTED PARTY

The undersigned hereby requests the Industrial Accident Commission to determine and allow as a lien the sum of
final amount undetermined, patient still Dollars (\$) against any amount
now due or which may hereafter become payable as compensation to
on account of injury sustained by him on

This request and claim for lien is for: (Cross out parts not applicable)

- (1) The reasonable expenses incurred by or on behalf of said employee for medical treatment to cure or relieve from the effects of said injury; or
(2) The reasonable value of living expenses of said employee or of his dependents, subsequent to the injury; or
(3) The reasonable value of living expenses of said employee or of his dependents, both of said employee and of his dependents, subsequent to the injury; or
(4) The reasonable value of living expenses of said employee or of his dependents, subsequent to the injury; or

The undersigned declares that he delivered or mailed a copy of this lien claim to each of the following parties:

November 20, 1937

DATE

A. P. RILEY, President

EMPLOYEE'S CONSENT TO ALLOWANCE OF LIEN

I consent to the requested allowance of a lien against my compensation.

LETTERHEAD AND SIGNATURE

VETERANS ADMINISTRATION
HOSPITAL

LONG BEACH, CALIFORNIA

November 4, 1957

TO: James W. Riley
447 W. 42nd Street
Los Angeles 37, California

THRU: William T. Hays, Atty
6331 Hollywood Blvd.
Los Angeles 28, California

ADMISSION: July 10, 1957

DISCHARGE: STILL HOSPITALIZED

DIAGNOSES: 1. Pulmonary Tuberculosis, active.

1. The following itemized statement reflects the cost of services rendered - RILEY, James W.
Reg. #101478

All-inclusive hospitalization rate.

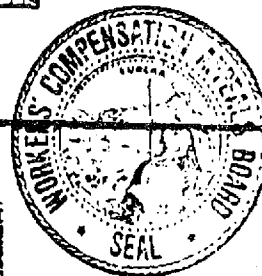
114 days @ \$18.55 per day - - - -
(July 10th thru October 31, 1957)

Total - \$2,125.10

(Not a final billing - patient still hospitalized)

2. This information is considered confidential and should be treated accordingly.

A. P. Willis
A. P. WILLIS
Registrar



December 5, 1967

P-RT; Attn: Mr. J. Hayes, Atty.
6331 Hollywood Blvd.
Los Angeles 28, California

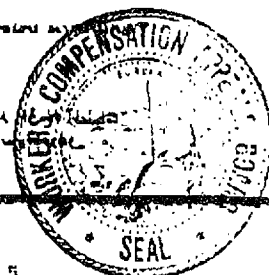
Handwritten: 3071 4989-222

1. The following itemized statement reflects the cost of services rendered - BILLY, James W.
Reg. #121672

30 days @ \$18.65 per day - - - - - Total = \$559.50
(Month of November)

(This is not a final finding - patient still hospitalized)

2. The information is confidential, and should be treated as such.



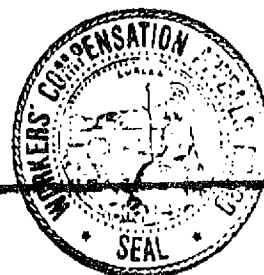
Lien claimed by Founders Insurance Company

Information received over telephone:

They paid him at the weekly rate of \$40.00 per week
for the period May 27, 1957 through November 24, 1957
(a period of 26 weeks) Total: \$1040.00

They also paid Hospital benefits
for 12 days at \$10.00 a day Total: \$120.00
for the period 7-10-57 to 7-22-57

nn 11-24-59



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

RECEIVED
INDUSTRIAL ACCIDENT
COMMISSION-LOS ANGELES

1977 NOV 29 AM 10 34

Notice and Request for Allowance of Lien

AND FILED
EXHIBIT CASE NO. REFEREE

CLAIM No. 18-831

Founders' Insurance Company
San Francisco Office
465 California Street
San Francisco 4

Founders' Insurance Company
Los Angeles Office
323 West 6th Street
Los Angeles 14

FOUNDERS' INSURANCE COMPANY

727 W. 7th St. Los Angeles, California

James W. Riley

447 W. 42nd St., Los Angeles, California

5-22-57

J.T. Thorpe Inc.

948 E. 2nd St., Los Angeles, Calif.

American Motorists Inc. Co.

6331 Hollywood Blvd., Los Angeles, Calif.

John McLaughlin, attorney-at-law,
c/o Rags and McLaughlin

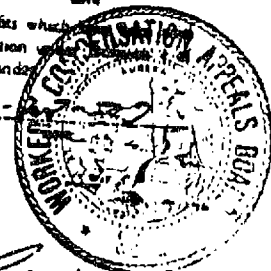
6331 Hollywood, Blvd., Los Angeles,

The undersigned hereby requests the Industrial Accident Commission to determine and allow as a lien the sum of \$840.00 which represents the amount of unemployment compensation disability benefits paid to date for a period of disability beginning 5-22-57. Additional payments may be made which will not exceed \$2250.00 against any amount now due or which may hereafter become payable as compensation to James W. Riley on account of injury sustained by him on 5-20-57.

This request and claim of lien is for the amount of unemployment compensation disability benefits which under or pursuant to the Unemployment Insurance Act in those cases where, pending a determination of his case, there was uncertainty whether such benefits were payable under that act or payable hereunder.

The undersigned declares that he delivered or mailed to each of the above parties one copy of this document to serve as a notice to each of them of his claim of lien as aforesaid.

FOUNDERS' INSURANCE COMPANY



EMPLOYEE'S CONSENT TO ALLOWANCE OF LIEN

I consent to the requested allowance of a lien against my compensation.

James W. Riley

JOSEPH A. SPRAY
CHARLES F. GOULD
CAROLIS F. BOWERS
CALCULATED AMOUNTS
JOSEPH A. SPRAY
FRANK J. BRADLEY, JR.
PHILIP L. BRADLEY
GERHART S. WILKINSON
MAURICE W. BRADLEY, JR.
ALLEN L. BRADLEY
FRANK J. BRADLEY
CHARLES F. GOULD
GERALD C. COAN
JOHN J. CANTARIS

SPRAY, GOULD & BOWERS

ATTORNEYS AT LAW

October 25, 1957

OCT 25 1957

RECEIVED
1511 WILSON BLVD., LOS ANGELES 17, CALIFORNIA

OUR FILE NO. 2-648

Industrial Accident Commission
501 State Building
217 West First Street
Los Angeles, California

Re: Riley vs. Plant Insulation Co.
IAC Claim No. 57 LA 182-835

Gentlemen:

Enclosed for filing in this matter is a letter from the
Thorne Insulation Company dated September 27, 1953.
Copies of the letter are being served on the parties
listed below.

Very truly yours,

SPRAY, GOULD & BOWERS

Maurice W. Bradley, Jr.

By
Maurice W. Bradley, Jr.

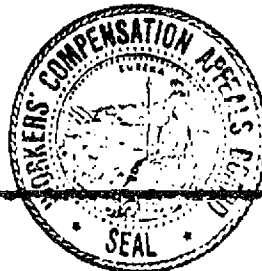
Enclosed

and:

cc: Firemen's Fund Indemnity Co.
3440 Wilshire Blvd., Los Angeles

Mount, Pendleton & Gillispy
3440 Wilshire Boulevard, Los Angeles

William T. Mays
6331 Hollywood Blvd., Los Angeles 28,



THORPE INSULATION COMPANY



Distributors and Contractors of Thermal Insulation

2741 SOUTH YATES AVENUE • LOS ANGELES 22, CALIFORNIA

September 27, 1957

Employers Mutuals of Wausau
6435 Wilshire Boulevard
Los Angeles 48, California

Attention: Mr. S. Schnarre

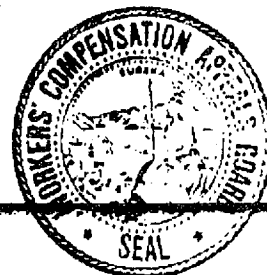
Subject: JAMES WHITCOMB RILEY
Your Reference No. A 27-27760

With reference to your letter dated September 24, 1957 regarding the above claimant, our insurance carrier was Firemans Fund Indemnity Company during the period July 19, 1954 to June 8, 1956, during which time you were our insurance carrier as respects our Job No. 3893 only, for certain work performed at the Morro Bay Power Plant, Units 1 and 2.

Our records also indicate that James W. Riley was not assigned to the above mentioned project during his period of employment with us.

For your further information, please be advised that Plant Insulation Company changed its corporate name only, to Thorpe Insulation Company on January 1, 1957.

J. E. Knutsen/lb



WILLIAM T. HAYS
ATTORNEY AT LAW
6331 HOLLYWOOD BOULEVARD
LOS ANGELES 28, CALIFORNIA
HOLLYWOOD 7-7176

October 24, 1957

17 OCT 25 AM 10 15

FILED
COURT NO.
REFEREE

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Attention: Referee George A. Martinelli

Re: JAMES W. RILEY

vs.
JOHN MARTINELLI, et al
L. A. 182-835

Dear Sirs:

Kindly join as an additional party defendant
Totman-Morgan of Chicago, Illinois, for employment at
Oceanside, California, in 1956. We have no other address
for Totman-Morgan other than Chicago, Illinois, but it is
our understanding that the Associated Indemnity Company was
the insurance carrier for that employer.

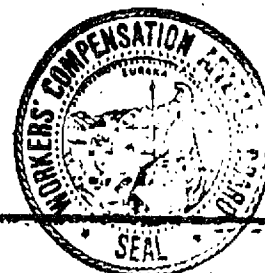
Very truly yours,

HAYS & MC LAUGHLIN

By John F. McLaughlin
John F. McLaughlin

cc:

CC:
Delano Stalvey, The Travelers Ins. Co., 610 W. 6th St., L. A.
A. G. Ewing, Associated Indemnity Co., 111 W. 7th St., L. A.
Herlihy & Herlihy, 412 W. 6th St., L. A. 14
H. V. McInerney, Aetna Cos. & Surety Co., 610 S. Spring, L. A.
Charles Andis, Industrial Ind. Co., Box 2252, L. A. 54
Spray, Gould & Bowers, 1671 Wilshire Blvd., L. A.
F. E. Carlman, 3045 Wilshire Blvd., L. A.
Pacific Employers Ins. Co., 1033 S. Hope St., L. A. 15



October 23, 1957

William T. Hays, Attorney at Law
Attention: John F. McLaughlin
6331 Hollywood Blvd.
Hollywood 28, California

Dear Sir:

RE: JAMES W. RILEY vs. JOHN MARTINELLI, et al
L.A. 182-335

We have delayed resetting this case, pending information from you in accordance with the disposition at the hearing relative to the joinder of additional employers and carriers.

Please advise us if you propose to join additional employers and carriers.

Yours very truly,

GAM:TH

GEORGE A. MARTINELLI, Referee

cc: Delano Stalvey, The Travelers Ins. Co. 610 W. 6th St., L A
cc: A. C. Hing, Associated Indemnity Co, 111 W. 7th St., L A
cc: Herlihy and Herlihy, 412 W. 6th St., L A 14
cc: H. V. McInerney, Acme Cas. & Surety Co. 810 S. Spring, L A
cc: Charles Anolis, Industrial Ind. Co. Box 2252, L A 54
cc: Spray, Gould and Lowers, 1671 Wilshire Blvd., L A
cc: F. H. Carrigan, 3045 Wilshire Blvd., L A
cc: Pacific Employers Ins. Co. 1033 S. Hope St., L A 15



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

Notice and Request for Allowance of Lien

CLAIM No. 576118283

Founders' Insurance Company
San Francisco Office
465 California Street
San Francisco 4

Founders' Insurance Company
Los Angeles Office
525 West 6th Street
Los Angeles 14

FOUNDERS' INSURANCE COMPANY

VS.

LIEN CLAIMANT

727 W. 7th St., Los Angeles, Calif.

JAMES W. RILEY

EMPLOYEE

447 W. 42nd St., Los Angeles, Calif.

544-09-2274

EMPLOYEE'S SOCIAL SECURITY NUMBER

J. T. Thorpe, Inc.

EMPLOYER

948 E. 2nd St., Los Angeles, Calif.

American Motorists, Inc., Co.

INSURANCE CARRIER

2969 Wilshire Blvd., Los Angeles,

John McLaughlin, attorney-at-law,
c/o Hays and McLaughlin.

6331 Hollywood Blvd., Los Angeles,

The undersigned hereby requests the Industrial Accident Commission to determine and allow as a lien the sum of \$ 260.00 which represents the amount of unemployment compensation disability benefits paid to date for a period of disability beginning 5-27-57 Additional payments may be made which will not exceed \$ 1160.00 against any amount now due or which may hereafter become payable as compensation to

JAMES W. RILEY on account of injury sustained by him on 5-20-57

This request and claim of lien is for the amount of unemployment compensation disability benefits which have been paid under or pursuant to the Unemployment Insurance Act in those cases where, pending a determination of this case, there was uncertainty whether such benefits were payable under that act or payable here.

The undersigned declares that he delivered or mailed to each of the above parties one copy of this document to serve as a notice to each of them of his claim of lien as aforesaid.

FOUNDERS' INSURANCE COMPANY



EMPLOYEE'S CONSENT TO ALLOWANCE OF LIEN

I consent to the requested allowance of a lien against my compensation

James W. Riley

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
CASE NO. 57 L.A.182-835

JAMES WHITCOMB RILEY,

Applicant,

vs

JOHNS-MANVILLE, INCORPORATED, a corporation; SOUTHERN ASBESTOS & MAGNESIA, a corporation; ASBESTOS COMPANY OF CALIFORNIA; PLANT RUBBER & ASBESTOS COMPANY; LOS ANGELES RUBBER COMPANY; MARINE ENGINEERING COMPANY, a corporation; FIBERGLASS ENGINEERING & SUPPLY COMPANY, a corporation; ROBERT O. LYNCH, an individual, doing business as Lynch Asbestos Company, and Lynch Asbestos Company, a corporation; PLANT INSULATION COMPANY, a corporation; COAST INSULATION PRODUCTS, a corporation; ARMSTRONG CORK COMPANY, a corporation; J. T. THORPE, INC., a corporation; THE TRAVELERS INSURANCE COMPANY, a corporation; ASSOCIATED INDEMNITY CORPORATION, a corporation; PACIFIC INDEMNITY COMPANY, a corporation; FIREMAN'S FUND INDEMNITY COMPANY, a corporation; AETNA CASUALTY & SURETY COMPANY, a corporation; INDUSTRIAL INDEMNITY COMPANY, a corporation; PHOENIX INDEMNITY COMPANY, a corporation; EMPLOYERS MUTUAL LIABILITY INSURANCE COMPANY OF WISCONSIN, a corporation; GUARANTEE INSURANCE COMPANY, a corporation; ARGONAUT INSURANCE COMPANY, a corporation; AMERICAN MOTORISTS INSURANCE COMPANY, a corporation; ZURICH INSURANCE COMPANY; PACIFIC EMPLOYERS INSURANCE COMPANY, a corporation.

Walter Thompson Co.
Defendants.

Walter Thompson Co.

THIS CAUSE came on regularly for hearing on the 30th day of August 1957 at 1:45 P.M., at the office of the Industrial Accident Commission, 501 State Building, Los Angeles, California, before
GEORGE A. MARTINELLI, Referee.

PRESENT:

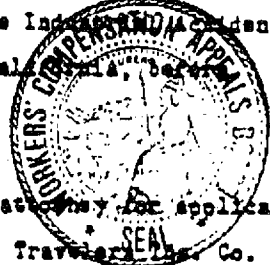
William T. Hays, by John P. McLaughlin, attorney for applicant.

Delano Stalvey, representative for The Travelers Ind. Co.

Mins. of Hrg.
no tes.

MINUTES OF HEARING
AND
ORDER JOINING PARTY
DEFENDANT

LOS ANGELES OFFICE
INDUSTRIAL ACCIDENT COMMISSION
STATE OF CALIFORNIA
FILED SEP 11 1957
WILLIAM KAPLAN
ASST. SECRETARY



1 A.O. Zwing, representative for Assoc. Indem. Corp.
2 Herlihy & Herlihy, by P. George Herlihy, attorneys for Phoenix
3 Indem. Co. and Fireman's Fund Indem. Co., and Argonaut Ins. Co.
4 and Pac. Indem. Co.

5 Hamilton V. McInerney, representative for Aetna Cas. & Surety Co.
6 Charles Antis, attorney for Indus. Indem. Co.

7 Spray, Gould & Bowen, by Charles P. Gould, attorneys for
8 Employers Mut. of Wis., and Guarantee Ins. Co.

9 F. E. Carignan, representative for Amer. Motorists Ins. Co.

10 NO APPEARANCE BY OR ON BEHALF OF ZURICH INS. CO.

11 Harriet S. Heinrich, Reporter.

12 - - - - -

13 GOOD CAUSE APPEARING THEREFOR:

14 IT IS ORDERED THAT the title of the defendants be corrected to
15 read as follows: Johns-Manville, Incorporated, a corporation; Southern
16 Asbestos & Magnesia, a corporation; Asbestos Company of California;
17 Plant Rubber & Asbestos Company; Los Angeles Rubber Company; Marine
18 Engineering Company, a corporation; Fiberglass Engineering & Supply
19 Company, a corporation; Robert O. Lynch, an individual, doing business
20 as Lynch Asbestos Company, and Lynch Asbestos Company, a corporation;
21 Plant Insulation Company, a corporation; Coast Insulation Products,
22 a corporation; Armstrong Cork Company, a corporation; American
23 Corporation; The Travelers Insurance Company, a corporation; Associated
24 Indemnity Corporation, a corporation; Pacific Indemnity Company,
25 a corporation; Fireman's Fund Indemnity Company, a corporation; Aetna
26 Casualty & Surety Company, a corporation; Industrial Indemnity Company,
27 a corporation; Phoenix Indemnity Company, a corporation; Employers
28 Mutual Liability Insurance Company of Wisconsin, a corporation;
29 Guarantee Insurance Company, a corporation; Argonaut Insurance Company,
30 a corporation; American Motorists Insurance Company, a corporation;
Zurich Insurance Company; Pacific Employers Insurance Company, a corporation.

1 IT IS FURTHER ORDERED THAT Pacific Employers Insurance Company,
2 a corporation, be and it hereby is joined as a party defendant to
3 these proceedings.

4 THE FOLLOWING FACTS ARE ADMITTED:

- 5 1. James Whitcomb Riley was born October 23, 1899.
6 2. No medical treatment has been furnished.
7 3. No compensation has been paid.

8 ISSUES:

- 9 1. Employment
10 2. Occupation
11 3. Injury arising out of and occurring in the course of
12 the employment
13 4. Date of injury
14 5. Liability for self-procured medical treatment, if any
15 6. Earnings
16 7. Nature, extent and duration of disability
17 8. Need for further medical treatment
18 9. Apportionment
19 10. Reimbursement to applicant under Labor Code Section 4600
20 for the report of Dr. John K. Shirey, to be filed
21 11. Statute of Limitations
22 12. Prejudice for lack of notice

23 THE FOLLOWING ADDITIONAL FACTS ARE ADMITTED:

- 24 1. From January 1, 1950 through December 31, 1951, insurance
25 carrier for Robert O. Lynch, an individual, doing business as Lynch
26 Asbestos Company, and Lynch Asbestos Company, a corporation, was
27 Industrial Indemnity Company, a corporation.
28 2. The insurance carrier for Plant Insulation Company, a cor-
29 poration, for the period January 1, 1952 through October 1, 1954,
30 was Fireman's Fund Indemnity Company, a corporation.

Reviewed by Reg 8 1/2/58

1 3. The insurance carrier for Plant Insulation Company, a cor-
2 poration, for the period Oct-July 19, 1954 to June 8, 1956, was
3 Employers Mutual Liability Insurance Company of Wisconsin, a corpor-
4 ation. The coverage is limited to Plant Insulation Company on the
5 Morro Bay Steam Plant of Pacific Gas & Electric, San Luis Obispo,
6 California.

7 / 4. The insurance carrier for Coast Insulation Products, a cor-
8 poration, for the period October 1, 1953 to May 1, 1955, was Guarantee
9 Insurance Company, a corporation.

10 / 5. The insurance carrier for Armstrong Cork Company, a corpor-
11 ation, for the period January 1, 1955 through December 31, 1955, was
12 The Travelers Insurance Company, a corporation.

13 6. Applicant was employed as an insulator by J.T. Thorpe, Inc.,
14 a corporation, for the period September 11, 1956 to May 19, 1957.

15 7. During that period of time, the employer's insurance carrier
16 was American Motorists Insurance Company, a corporation.

17 8. No attorney's fees paid; no arrangements.

18 DISPOSITION: Matter will be held open for a period of 10 days to
19 permit the applicant to provide us with the names of additional em-
20 ployers and carriers they wish to join; whereupon the matter will
21 be read for hearing on notice, at Long Beach Veterans Hospital, for
22 TWO HALF-DAY MORNING HEARINGS.

23
24
25
26
27
28
29
30



3.13 *al*

HERLIHY & HERLIHY
ATTORNEYS AT LAW
SUITE 200 WEST CENTRAL SUITE 200
115 WEST NINTH STREET
LOS ANGELES 14, CALIF. 90015
TELEPHONE MADISON 7-4811

APR 10 1961
EXHIBIT CASE NO. REFEREE

April 7, 1961

Industrial Accident Commission
107 South Broadway
Los Angeles 12, California

Re: 57 LA 182-835 - James Whitcomb Riley
vs Lynch Asbestos Co. et al

Dear Sirs:

We enclose the following documents:

- () In accordance with the Commission's Rules of Practice and Procedure:
- () As Defendant's exhibit next in order:

R. G. Richards, M.D.	1-24-61
R. G. Richards, M.D.	1-24-61
Eaton M. MacKay, M.D.	1-21-61
Eaton M. MacKay, M.D.	2-24-60
Eaton M. MacKay, M.D.	3-11-61

Certificate of Death

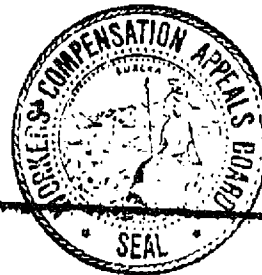
Yours very truly,

HERLIHY & HERLIHY

By *George D. Thompson*
George D. Thompson

ODT:lg
encs

cc: Hays, McLaughlin & Evans
Attorneys at Law
6331 Hollywood Blvd. L.A. 28



EXPLANATION
AMERICAN BOARD OF INDUSTRIAL MEDICINE

EATON M. MACKAY, M. D.
SANTA ANA CLINIC
308 WEST EIGHTH STREET
SANTA ANA, CALIFORNIA
RIDGEWAY CHICO

March 11, 1961

Industrial Indemnity Company
Box 2252
Terminal Annex
Los Angeles 54, Calif

Re: Claim No. 57-03-11487
Claimant: James W. Riley
Emp: Lynch Asbestos Co
Date of Inj: April 7, 1947

Attn: D. W. Brown
Claims Department

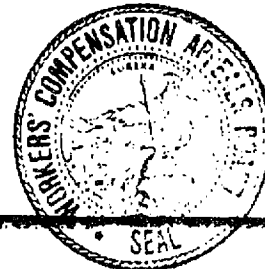
Gentlemen:

In my report of February 24, inadvertently dated 1960 and which of course should have been 1961, I neglected to answer the question posed in your letter of February 15, 1961 concerning the above mentioned case. You wished me to give an approximate date that Mr. Riley's disability became permanent. It was my opinion that his status should have been changed from temporary total disability to permanent total disability on about August 15, 1960. It was at this time that he started to have rather severe radicular pain. He went at that time to see Dr. J. K. Shirey when the change in his condition became evident. I first saw him on September 16, 1960 and his status then was certainly PTD.

Very truly yours,

Eaton M. MacKay
Eaton M. MacKay, M. D.

EMM:mmm



MEMBER
AMERICAN LEGION OF HONORABLE MEN

EATON M. MACKAY, M. D.
SANTA ANA CLINIC
106 WEST EIGHTH STREET
SANTA ANA, CALIFORNIA
RIMMERT 5-1100

February 24, 1960

Industrial Indemnity Company
Box 2252
Terminal Annex
Los Angeles 54, Calif

Re: Claim No. 57-03-11487
Claimant: James W. Riley
Emp: Lynch Asbestos Co
Date of Inj: April 7, 1947

Attn: D. W. Brown
Claims Department

Gentlemen:

In my last report concerning the above mentioned patient I indicated that he had been hospitalized in the Palm Harbor General Hospital, Garden Grove, Calif. on December 27, 1960. He was hospitalized because it was no longer possible to keep him reasonably free from the intense radicular pain at home. This nerve root pain was caused from vertebra collapse. His course in the hospital was rapidly downhill although it proved possible to keep him fairly comfortable. He expired on January 24, 1961 at 7:25 AM. The immediate cause of death was pulmonary insufficiency or respiratory failure.

FINAL DIAGNOSIS

CODE	DISEASE
350-3971	Asbestosis
350-814C	Epidermoid carcinoma (Undifferentiated squamous cell type) bronchus
360-1231	(Chromogenic acid fast infection) Minimal active tuberculosis (right lung)
	Secondary Complications
360-438.6	Fibrosis pulmonary, due to foreign body (asbestos and carcinoma)
370-LX4	Adhesions of pleura due to infection (pleural fibrosis)
362-600.6	Emphysema (severe) compensatory.
360-100.2	Multiple abscesses of lung
435-535.6	Right heart hypertrophy and dilatation.
361-9X1	Adrenal cortex atrophy.
640-951	Active and healed peptic ulcerations of the stomach.
651-951	Active and healed peptic ulceration of duodenum.
221-403	Fracture, compression, of body of T-7 and T-8.
2231-403	Fracture, compression, of body of L-2.



EATON M. MACKAY, M. D.

-2-

Re: James W. Riley

R. G. Richards, M. D. the Pathologist of the Palm Harbor Hospital performed a post mortem examination on Mr. Riley and a copy of his report is enclosed.

I would appreciate it very much if you could have a copy of the post mortem examination report made and send to Dr. J. K. Shirey who is interested along with Dr. Brewer in this case. Also if it is not too much trouble perhaps you would be willing to send Dr. Shirey copies of the earlier reports I have made to you. He has a keen medical interest in this case.

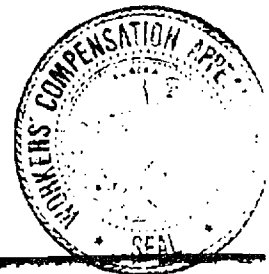
A copy of the Certificate of Death is also enclosed. This was made before the microscopic report of the autopsy material had come in, but I would not have changed my general conclusion.

If there is any more information I may be able to give you I will try to do so.

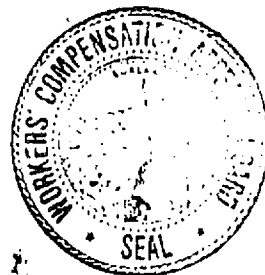
Sincerely Yours,

Eaton M. MacKay
Eaton M. MacKay, M. D.

EMM:mmm



STATE OF CALIFORNIA - DEPARTMENT OF PUBLIC HEALTH									
CERTIFICATE OF DEATH									
NAME		James		Last Name		Riley		DATE OF DEATH	
JAN. 24, 1961		7:20 AM		DATE OF BIRTH		Oct. 27, 1899		AGE	
61		YEARS		COLOR OR RACE		White		SEX	
Male		BIRTHPLACE		Joplin Missouri		CITIZENSHIP		U.S.A.	
NAME AND BIRTHPLACE OF FATHER		James Riley - Indiana		NAME AND BIRTHPLACE OF MOTHER		Emma Stearns - Kansas		INDUSTRY OR BUSINESS	
Insulating		LAST OCCUPATION		Asbestos Insulator		MARRIAGE		Married	
NAME OF PRESENT SPOUSE		Grace Riley		STREET ADDRESS		12860 Palm Street		CITY	
Orange		COUNTY		Orange		STATE		California	
LENGTH OF STAY IN COUNTRY OF BIRTH		8 mos		LENGTH OF STAY IN COUNTRY OF BIRTH		60 yrs		DATE SIGNED	
1-24-61		NAME OF PHYSICIAN OR SURGEON		James Riley		ADDRESS		2480 Kellie Dr. Pomona	
USUAL RESIDENCE - STREET ADDRESS		1596 W. Juno, Apt. #1		CITY		Anahola		COUNTY	
Orange		STATE		California		DATE OF DEATH		Jan. 28, 1961	
NAME OF DEITY OR CREATOR		Queen of Heaven Con. La Puente		LOCAL REGISTRAR		Marianne Beckman		DATE SIGNED	
1-24-61		FUNDING AGENCY		BACUS-TRUMAN & DUBBARS		DATE SIGNED		1-24-61	
CAUSE OF DEATH		Respiratory Failure		Emphysema and Pulmonary Abscesses		Asbestosis		Bronchiogenic Carcinoma	
OPERATION AND AUTOPSY		DATE OF OPERATION		AUTOPSY		DATE OF OPERATION		AUTOPSY	
INJURY INFORMATION		DATE OF INJURY		PLACE OF INJURY		CITY TOWN OR LOCATION		NAME	



WILLIAM T. HAYS
ATTORNEY AT LAW
4281 HOLLYWOOD BOULEVARD
LOS ANGELES 28, CALIFORNIA
HOLLYWOOD 7, 1957

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10-1-83 BY SP-6
JFM/WD

RECEIVED
INDUSTRIAL ACCIDENT
COMMISSION
LOS ANGELES
JUL 15 2 PM 3 21

July 15, 1957

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Re: James Whitcomb Riley vs.
Multiple Defendants

Dear Sirs:

Enclosed please find an original and fourteen copies of applica-
tion for hearing in the above entitled matter.

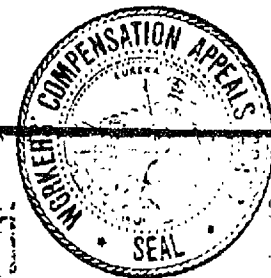
Kindly consolidate it for hearing with Industrial Accident Commis-
sion claim number 57 LA 182-835.

Very truly yours,

WILLIAM T. HAYS
Attorney at Law

By John F. McLaughlin
John F. McLaughlin

JFM:wd
enc.



5 Cal

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION
OF THE STATE OF CALIFORNIA

Notice and Request for Allowance of Lien 7 JUL 19

CLAIM No. 57 LA 182-835

Founders' Insurance Company
San Francisco Office
465 California Street
San Francisco 4

FILED
EXHIBIT
Founders' Insurance Company
Los Angeles Office
123 West 6th Street
Los Angeles 14

FOUNDERS' INSURANCE COMPANY

727 W. 7th St., Los Angeles, Calif.

James W. Riley

447 W. 42nd St., Los Angeles, Calif.

544-09-227

J.F. Thorpe, Inc.

948 E. 2nd St., Los Angeles, Calif.

American Motorists, Inc. Co.

2969 Wilshire Blvd., Los Angeles, Calif.

The undersigned hereby requests the Industrial Accident Commission to determine and allow as a lien the sum of \$160.00 which represents the amount of unemployment compensation disability benefits paid to date for a period of disability beginning 5-27-57. Additional payments may be made which will not exceed \$160.00, against any amount now due or which may hereafter become payable as compensation to

James W. Riley

EMPLOYEE

on account of injury sustained by him on 5-20-57

This request and claim of lien is for the amount of unemployment compensation disability benefits which have been paid under or pursuant to the Unemployment Insurance Act in those cases where, pending a determination under Division 4 of this code, there was uncertainty whether such benefits were payable under that act or payable hereunder.

The undersigned declares that he delivered or mailed to each of the above parties on 7-17-57 and below a copy of this document to serve as a notice to each of them of his claim of lien as aforesaid.

FOUNDERS' INSURANCE COMPANY

John McLaughlin, attorney-at-law, 6331 Hollywood Blvd., Los Angeles, Calif.
c/o Eays and McLaughlin.



EMPLOYEE'S CONSENT TO ALLOWANCE OF LIEN

I consent to the requested allowance of a lien against my compensation.

James W. Riley

STATEMENT

LYMAN A. BREWER, III, M. D.
EDWARD L. KING, M. D.

3816 WILSHIRE BOULEVARD
LOS ANGELES 57
HUGO 3-7988

RECEIVED
INDUSTRIAL ACCIDENT
COMMISSION, LOS ANGELES

APR 21 AM 8 48

Industrial Accident Commission
State Building
Los Angeles 12, California

NO. 10
REFEREE

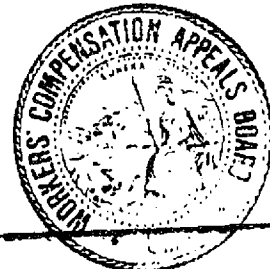
RE: James Whitcomb Riley
57 LA 122-835

FOR PROFESSIONAL SERVICES RENDERED

CHARGES	PAYMENTS	BALANCE
BALANCE FORWARD 12-31		
Fee for proposed surgery on above patient		
Removal cystic lesion right upper lobe		
and lung biopsy		\$750.00
SERVED: 4-23-59 nm:		
Hays, McLaughlin		
Spray, Gould, Bowers		
Herlihy and Herlihy		
Clopton and Penny		
J. Bitchak, The Travelers		
P. Carignan, American Motorists		

PLEASE PAY LAST AMOUNT
IN THIS COLUMN

THIS STATEMENT IS A RECORD OF YOUR ACCOUNT FOR THE MONTH CLOSING ON THE DATE ABOVE.
SUBSEQUENT CHARGES AND PAYMENTS WILL APPEAR ON THE FOLLOWING MONTH'S STATEMENT.
YOUR CANCELLED CHECKS BEING A RECEIPT. NO RECEIPT WILL BE GIVEN.



HERBERT HERLIHY
GEORGE HERLIHY
RAY A. STOLL
RAY A. CUMMINS
DAVE P. EVANS
JOHN L. BRANER
RICHARD C. HALLER
KENNIS T. JONES
GEORGE B. THOMPSON
JOHN F. PARKER

HERLIHY & HERLIHY

ATTORNEYS AT LAW
SUITE 510 PACE CENTRAL BUILDING
415 WEST 54TH STREET
LOS ANGELES 14, CALIFORNIA
TELEPHONE MAJOR 7-1401

March 20, 1959

LONG BEACH OFFICE
SUITE 510 PACE CENTRAL BUILDING
100 WEST 54TH STREET
LONG BEACH 2, CALIFORNIA
TELEPHONE MAJOR 7-1401

Industrial Accident Commission
501 State Building
Los Angeles 12, California

Attention: Referee Martinelli

Re: James Whitcomb Riley vs Plant Insulation and
Thorpe Insulation Company: 57. LA 182-835

Dear Sirs:

At this time we again write and request a formal Order of Dismissal of the Pacific Indemnity Company from this matter.

Once again we wish to point out that at the hearings held on January 2 and January 3, 1958, the defendant Pacific Employers Insurance Company admitted coverage for the employer in question during the period of time in question and thereafter, pursuant to stipulation by all parties including the attorney for the applicant Your Honor formally dismissed this insurance company.

By letter of October 24, 1958 applicant's counsel, Mr. McLaughlin, objected to the dismissal on the grounds that the Pacific Indemnity Company was listed for the Plant Insulation and Thorpe Insulation Company for certain periods of time.

We enclose a letter from the California Inspection Rating Bureau which sets forth precisely that Pacific Indemnity Company did not have coverage for the aforementioned employers at the time in question and further alleges that Pacific Employers Insurance Co. did have the coverage. This not only should clarify this problem but concurs with the coverage admitted by Pacific Employers Insurance Company at the hearings held in January of 1958.

Therefore we once again request a formal Order of Dismissal in compliance with the oral Order for Dismissal issued on January 2, 1958.

Yours very truly,

HERLIHY & HERLIHY

By *John F. Parker*

KTS:jg
Encl/
cc:

Hays & McLaughlin, Esq., 6331 Hollywood Blvd., Los Angeles 28
Pacific Indemnity Company, 3450 Wilshire Blvd., Los Angeles 5



CALIFORNIA INSPECTION RATING BUREAU

500 SANNAME STREET
SAN FRANCISCO 11, CALIFORNIA

R. G. O'HANIAN
GENERAL MANAGER
P. L. DAVEY
ASST. MANAGER & SECRETARY
J. M. HOVATIAN
OFFICE

December 12, 1957

PLEASE ADDRESS REPLY TO
ATTENTION R.T. Read
FILE DM 35 95 36

Pacific Indemnity Company
Los Angeles, California

RE: FIRM #1 PEO 160501
CLAIMANT JAMES MICHAEL REEVE

Attention: F. W. Harrington, Jr.

Gentlemen:

In reply to your letter of November 25, 1957 in which you are seeking the verification of coverage for the Plant Insulation Company at 2741 South Main Avenue, Los Angeles, from the period from May 5, 1951 to June 3, 1951, and from June 3, 1951 to January 1, 1952, we are submitting you the following information.

Our records show that prior to June 1, 1957 the name of this risk was the Plant Insulation Company, and of that date changed the name to the Thorpe Insulation Company.

Our records also show that no Pacific Indemnity Company policy has ever been issued to the Plant Insulation Company or the Thorpe Insulation Company, but for your records we are submitting you the coverage of this risk for the period mentioned in your letter.

According to our records the Plant Insulation Company of 2741 South Main Avenue, Los Angeles was covered by the Pacific Employers Insurance Company for the period of May 5, 1951 to June 30, 1951 and from June 30, 1951 through December 1, 1952.

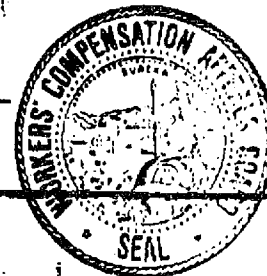
Trusting the above information will be of assistance to you.

Very truly yours,

R. T. Read, Jr. President
Compensation Department

R. T. Read, Jr.

DM 35



March 9, 1959

Mays and McLaughlin, 6331 Hollywood Blvd, Los Angeles 23, Calif.

Merliny and Merliny, 412 W. 6th Street, Los Angeles 14, Calif.

~~McGartney, Hall and Ryan, 639 South Spring Street, Los Angeles 14, Calif.~~

Spray, Gould and Bowers, 1671 Wilshire Blvd., Los Angeles 17, Calif.

Clopton and Panny, 639 South Spring Street, Los Angeles 14, Calif.

Joseph Bilchak, The Travelers Ins. Co., 510 W. 6th St., Los Angeles 13, Calif.

Fred Carignan, American Motorists Ins. Co. 3545 Wilshire, Los Angeles, Calif.

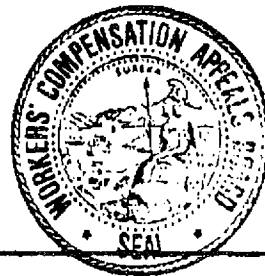
Gentlemen: RE: JAMES WHITCOMB RILEY vs. JAMES MANVILLE, et al
LA 182-835

The attached supplemental medical report dated March 3, 1959 has been received by Dr. Lyman A. Brewer, Independent Medical Examiner and is for your information.

Yours very truly,

GAM:NN
Enc.

GEORGE A. MARTINELLI, Referee



FRANK S. COLLEY, M.D.
LYMAN A. BREWER, III, M.D.
EDWARD L. KING, M.D.
HUSBAND STREET

MAR 6 AM 9 21

808 WILSONS BOULEVARD
LOS ANGELES 12, CALIFORNIA

March 3, 1959
REFEREE

George A. Martinelli, Referee
State of California - Industrial Accident Commission.
State Building
Los Angeles 12, California

cc: Paul Beddoe, M. D.

Re: James Whitcomb Riley
No: 57 LA 182 - 835
Conference: 2/28/59

Gentlemen:

Since our previous reports some months ago, we have further studied Mr. Riley. Planograms were made as an outpatient at the Hospital of the Good Samaritan, of both apices. The right upper lobe of the lung has shrunken and contracted and contains many cystic changes, compatible with cystic cavitation of this lobe. It is destroyed, is a potential source of hemorrhage, infection and spread of disease. In our previous communication, we had considered this part of the lung to be well healed, as it does not appear sinister on the plain x-ray of the chest. However, the body section type of film alluded to above actually makes x-ray slices, as it were, of the parts of the lung and reveals much more, of course, than the plain film can ever possibly show. With this new information, our recommendation is changed on the above patient. We believe it would be unwise and poor medicine to attempt a lung biopsy of the right lung for asbestosis in the presence of this lesion. Therefore, in answer to your question #1: February 6th, is the proposed surgery for removal of cystic condition of the upper lobe of the lung necessary before the lung biopsy can be performed? Our answer is that it is necessary as a concomitant procedure. To perform a lung biopsy and leave this in is only to invite trouble as a postoperative complication. However, it can be done as a simultaneous procedure with the lung biopsy. We would not suggest the removal of this diseased portion of the lung, to be followed by a second operation for lung biopsy which would certainly double the risk because of two operative procedures.

In answer to question #2: This cystic condition is certainly related to the applicant's claimed industrial injury for exposure to the dust claimed by the applicant should predispose to the infection with the photochromogenic acid fast pulmonary disease. Actually we have learned from Doctor Shary who has been treating this patient for the above infection that he has had only one negative sputum in the past year, and he has planted some cultures and guinea pigs last month. These studies will not be ready until next month and we do not believe any plan for lung biopsy or concomitant upper lobe resection be made until the results of this new test are available. If the cyst removal should be performed at the time of the biopsy, which we believe is the correct thing to do, it would add to the cost of the lung biopsy. Just how much more would depend upon the additional time involved. In the long run, however, this would result in a saving for all concerned. This presents the situation as we see it now adequately. We shall report to you further when we learn the results of the new tests now in process of completion.

LAB:d

COVER FOR SERVICES.....

Yours v



JOSEPH A. SPRAY
CHARLES A. GOULD
CHARLES W. BOWERS
MALCOLM ARCHBOLD
JOSEPH L. SPRAY
WILLIAM BRADSHAW
GEORGE S. MILLARD
MAURICE W. BRALLEY JR.
ALLEN CLINEBARGER
FRANK J. MULLIGAN
GERALD O. EGAN
JOHN J. COSTELLO
DON C. BROWN
LOWIS STANLEY
ARTHUR D. ARAGON
ROBERT P. OGGIERAY

FILED
MIS. LOS ANGELES

SPRAY, GOULD & BOWERS FEB 11 AM 9 08

ATTORNEYS AT LAW

February 10, 1959

FILED
EXHIBIT CASE NO.
REFeree

MURRAY 3:0000
1871 WILSHIRE BOULEVARD
LOS ANGELES 17, CALIFORNIA

OUR FILE NO G-1470

Industrial Accident Commission
501 State Building
217 West First Street
Los Angeles, California

Re: James Whitcomb Riley vs. Johns Manville, et al
IAC Claim No. 57 LA 182-835

Gentlemen:

The Defendant Guarantee Insurance Company cannot authorize treatment by an Independent Medical Examiner as requested in your letter of February 3, 1959.

Very truly yours,

SPRAY, GOULD & BOWERS

Maurice W. Bralley, Jr.

By

Maurice W. Bralley, Jr.

MWB:raj

cc: Herlihy & Herlihy

412 W. 6th St., L. A. 14, Calif.

Clepton & Penny

639 S. Spring, L. A. 14, Calif.

Joseph Bilchak, Travelers Ins. Co.

510 W. 6th St., L. A. 13, Calif.

McCartney, Hall & Ryan

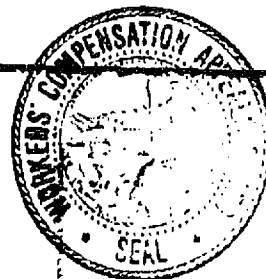
639 S. Spring Street, L. A. 14, Calif.

F. E. Carignan, American Motorist Ins. Co.

3545 Wilshire Blvd., L. A., Calif.

Rayb and McLean, Ltd.

6331 Hollywood Blvd., L. A. 26, Calif.



February 3, 1959

Merlihy and Merlihy, Attorneys
412 W. 6th Street, Los Angeles 14, Calif.

Clepton & Panny, Attorneys
639 South Spring Street, Los Angeles 14, Calif.

Spray, Gould and Dowers, Attorneys
1671 Wilshire Blvd, Los Angeles 17, Calif.

Joseph Bilchak, The Travelers Insurance Co.
510 W. 6th Street, Los Angeles 13, Calif.

McCartney, Hall and Ryan, Attorneys
639 South Spring Street, Los Angeles 14, Calif.

F. E. Carignan, American Motorists Ins. Co.
1545 Wilshire Blvd, Los Angeles, Calif.

Gentlemen: RE: JAMES WHITCOMB RILEY vs. JAMES MANVILLE, et al
L.A. 182-375

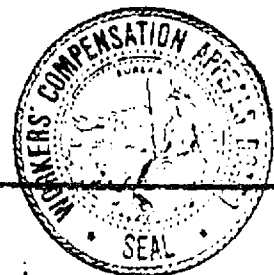
Our Medical Bureau is in receipt of a telephonic communication from Dr. Brewer, Independent Medical Examiner, advising that upon examination of the applicant preparatory to the taking of a lung biopsy, a cystic condition of the upper lobe of the lung was discovered. Treatment for this condition at the time of the surgery has been recommended by Dr. Brewer.

Since in the doctor's opinion this is a mandatory procedure, the doctor requests authorization for such surgery. Will you please advise us if you are willing to defray the expense thereof.

Yours very truly,

CAM:EN
cc: Hays and McLaughlin
6101 Hollywood Blvd, L A 28

GEORGE A. MARTINELLI, Referee



The Travelers

CLAIM DEPARTMENT
Ralph G. Harwood, Claim Manager

The Travelers Insurance Company
The Travelers Indemnity Company

BRANCH OFFICE
114 West Broadway
LOS ANGELES 12, CALIFORNIA
Telephone RA 4-4333

December 5, 1958

B 8545076
Armstrong Cork Company
Re: James Whitcomb Riley
57 LA 182-835

B 8548222
Johns Manville
Re: James Whitcomb Riley
57 LA 182-835

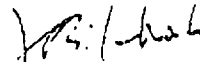
Industrial Accident Commission
501 State Building
Los Angeles 12, California

ATTN: George A. Martinelli, Referee

Gentlemen:

We are agreeing to the authorization for lung biopsy as indicated in letter of December 2, 1958, from Herlihy and Herlihy.

Very truly yours,



JOSEPH BILCHAK
Hearing Representative

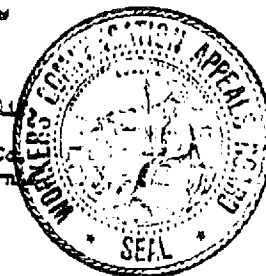
JB:kb

cc: Clifton & Penny, Attorneys at Law
639 S. Spring St., Los Angeles 14, Calif.

Spray, Gould and Bowers, Attorneys at Law
1671 Wilshire Blvd., Los Angeles, Calif.

Hays & McLaughlin, Attorneys at Law
6331 Hollywood Blvd., Los Angeles 28, Calif.

F. E. Carignan, American Motorists Ins. Co.
3545 Wilshire Blvd., Los Angeles, California



HOME OFFICE: 100 MAIN STREET HARTFORD 14, CONNECTICUT

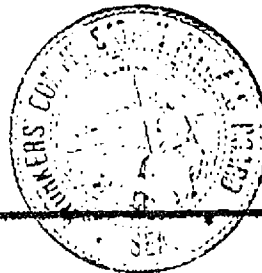
Industrial Accident Commission - 10/17/58

<u>Employer</u>	<u>Period Ended</u>	<u>Amount</u>
Marine Engineering & Supply Co.	3/31/49	\$ 1,259.39
	5/30/49	1,314.00
	9/30/49	406.61
J. T. Thorpe, Inc. 948 E. 2nd St. Los Angeles 12, Calif.	3/31/49	36.00
Marine Engineering & Supply Co.	3/31/50	\$ 610.00
	9/30/50	168.00
	12/31/50	1,005.00
Meindt Cork Corp. 7101 Tonnelle Ave. No. Bergen, N. J.	3/31/50	\$ 380.00
	6/30/50	293.75
Metal Clad Insulation Co. 1759 Western Ave. Torrance, Calif.	6/30/50	\$ 1,079.50
	9/30/50	100.00
Plant Insulation Co., Inc.	9/30/50	\$ 903.00
	12/31/50	42.00
J. T. Thorpe & Son, Inc. 1351 Ocean Ave. Emeryville, Calif.	12/31/50	217.50
Marine Engineering & Supply Co.	3/31/51	\$ 1,260.00
	5/30/51	954.00
Oil Field Constr. of Bakersfield Chas. E. Manely, Grace M. Frank Vessels 2650 Cherry Ave. Long Beach 5, Calif.	6/30/51	\$ 767.25
	9/30/51	1,694.38
E. J. Bartella Co. 12 26th Ave., So. Seattle 4, Wash.	9/30/51	\$ 478.65
Armstrong Cork Co. Liberty & Charlotte Sts. Lancaster, Pa.	12/31/51	1,282.50



Industrial Accident Commission - 10/17/58

<u>Employer</u>	<u>Period Ended</u>	<u>Amount</u>
Plant Insulation Co., Inc.	12/31/51	\$ 121.00
Frank E. Scott & Jas. G. Roberts, Roberts Roof & Floor Co. 927 So. Main St. Las Vegas, Nevada	3/31/52	\$ 319.00
Isotbein Co. Rowell Smith, B. H. Greene & E. E. Powell 2100 Union Avenue Bakersfield, Calif.	3/31/52 6/30/52	\$ 1,078.00 299.60
Jamar & Olmeh Co. 320 N. Harding Ave. Chicago 24, Illinois	6/30/52 9/30/52 12/31/52	\$ 1,582.68 1,542.81 499.00
Philip Carey Mfg. Co. Lockland Cincinnati 15, Ohio	9/30/52	\$ 141.98
Plant Insulation Co., Inc.	9/30/52	\$ 162.40
Weindt Cork Corp.	12/31/52	230.55
Clark B. Reece Reece Insulation Co. 6025 District Blvd. Los Angeles 22, Calif.	12/31/52	\$ 406.00
Wm. W. Steigervald Asbestos Products Co. P. O. Box 988 San Diego, Calif.	12/31/52	\$ 545.20
Percy C. Focer, Alan O. Colawell, Paul I. Neff United Refractory Coast. Co. 1201 Bankville Road Pittsburgh 10, Pa.	3/31/53	\$ 1,181.75



655 MISSION STREET, SAN FRANCISCO 2
412 HEBBURN BUILDING, PHOENIX 21
ROOM 205, 421 J STREET, SEATTLE 4

STATE BUREAUED LHM APPROVED 12.
 ROOM 214, 1200 E. CHASE BLVD., LANSING MI 48201
 1821 4TH AVENUE, 48201

73.

INDUSTRIAL ACTION COLLEGE

WILLIAM KAPLAN
ASST. SECRETARY

$\frac{1}{2}$ day

DATE OF ~~RECEIPT~~ ~~RECEIVED~~

NAMES OF PARTIES
 SERVICE MADE:
 1-10-68. ✓
 2-10-68. ✓
 1-10-68. ✓
 2-10-68. ✓
 3-10-68. ✓
 4-10-68. ✓
 5-10-68. ✓
 6-10-68. ✓
 7-10-68. ✓
 8-10-68. ✓
 9-10-68. ✓
 10-10-68. ✓
 11-10-68. ✓
 12-10-68. ✓
 1-11-68. ✓
 2-11-68. ✓
 3-11-68. ✓
 4-11-68. ✓
 5-11-68. ✓
 6-11-68. ✓
 7-11-68. ✓
 8-11-68. ✓
 9-11-68. ✓
 10-11-68. ✓
 11-11-68. ✓
 12-11-68. ✓
 1-12-68. ✓
 2-12-68. ✓
 3-12-68. ✓
 4-12-68. ✓
 5-12-68. ✓
 6-12-68. ✓
 7-12-68. ✓
 8-12-68. ✓
 9-12-68. ✓
 10-12-68. ✓
 11-12-68. ✓
 12-12-68. ✓
 1-1-69. ✓
 2-1-69. ✓
 3-1-69. ✓
 4-1-69. ✓
 5-1-69. ✓
 6-1-69. ✓
 7-1-69. ✓
 8-1-69. ✓
 9-1-69. ✓
 10-1-69. ✓
 11-1-69. ✓
 12-1-69. ✓
 1-2-69. ✓
 2-2-69. ✓
 3-2-69. ✓
 4-2-69. ✓
 5-2-69. ✓
 6-2-69. ✓
 7-2-69. ✓
 8-2-69. ✓
 9-2-69. ✓
 10-2-69. ✓
 11-2-69. ✓
 12-2-69. ✓
 1-3-69. ✓
 2-3-69. ✓
 3-3-69. ✓
 4-3-69. ✓
 5-3-69. ✓
 6-3-69. ✓
 7-3-69. ✓
 8-3-69. ✓
 9-3-69. ✓
 10-3-69. ✓
 11-3-69. ✓
 12-3-69. ✓
 1-4-69. ✓
 2-4-69. ✓
 3-4-69. ✓
 4-4-69. ✓
 5-4-69. ✓
 6-4-69. ✓
 7-4-69. ✓
 8-4-69. ✓
 9-4-69. ✓
 10-4-69. ✓
 11-4-69. ✓
 12-4-69. ✓
 1-5-69. ✓
 2-5-69. ✓
 3-5-69. ✓
 4-5-69. ✓
 5-5-69. ✓
 6-5-69. ✓
 7-5-69. ✓
 8-5-69. ✓
 9-5-69. ✓
 10-5-69. ✓
 11-5-69. ✓
 12-5-69. ✓
 1-6-69. ✓
 2-6-69. ✓
 3-6-69. ✓
 4-6-69. ✓
 5-6-69. ✓
 6-6-69. ✓
 7-6-69. ✓
 8-6-69. ✓
 9-6-69. ✓
 10-6-69. ✓
 11-6-69. ✓
 12-6-69. ✓
 1-7-69. ✓
 2-7-69. ✓
 3-7-69. ✓
 4-7-69. ✓
 5-7-69. ✓
 6-7-69. ✓
 7-7-69. ✓
 8-7-69. ✓
 9-7-69. ✓
 10-7-69. ✓
 11-7-69. ✓
 12-7-69. ✓
 1-8-69. ✓
 2-8-69. ✓
 3-8-69. ✓
 4-8-69. ✓
 5-8-69. ✓
 6-8-69. ✓
 7-8-69. ✓
 8-8-69. ✓
 9-8-69. ✓
 10-8-69. ✓
 11-8-69. ✓
 12-8-69. ✓
 1-9-69. ✓
 2-9-69. ✓
 3-9-69. ✓
 4-9-69. ✓
 5-9-69. ✓
 6-9-69. ✓
 7-9-69. ✓
 8-9-69. ✓
 9-9-69. ✓
 10-9-69. ✓
 11-9-69. ✓
 12-9-69. ✓
 1-10-69. ✓
 2-10-69. ✓
 3-10-69. ✓
 4-10-69. ✓
 5-10-69. ✓
 6-10-69. ✓
 7-10-69. ✓
 8-10-69. ✓
 9-10-69. ✓
 10-10-69. ✓
 11-10-69. ✓
 12-10-69. ✓
 1-11-69. ✓
 2-11-69. ✓
 3-11-69. ✓
 4-11-69. ✓
 5-11-69. ✓
 6-11-69. ✓
 7-11-69. ✓
 8-11-69. ✓
 9-11-69. ✓
 10-11-69. ✓
 11-11-69. ✓
 12-11-69. ✓
 1-12-69. ✓
 2-12-69. ✓
 3-12-69. ✓
 4-12-69. ✓
 5-12-69. ✓
 6-12-69. ✓
 7-12-69. ✓
 8-12-69. ✓
 9-12-69. ✓
 10-12-69. ✓
 11-12-69. ✓
 12-12-69. ✓
 1-1-70. ✓
 2-1-70. ✓
 3-1-70. ✓
 4-1-70. ✓
 5-1-70. ✓
 6-1-70. ✓
 7-1-70. ✓
 8-1-70. ✓
 9-1-70. ✓
 10-1-70. ✓
 11-1-70. ✓
 12-1-70. ✓
 1-2-70. ✓
 2-2-70. ✓
 3-2-70. ✓
 4-2-70. ✓
 5-2-70. ✓
 6-2-70. ✓
 7-2-70. ✓
 8-2-70. ✓
 9-2-70. ✓
 10-2-70. ✓
 11-2-70. ✓
 12-2-70. ✓
 1-3-70. ✓
 2-3-70. ✓
 3-3-70. ✓
 4-3-70. ✓
 5-3-70. ✓
 6-3-70. ✓
 7-3-70. ✓
 8-3-70. ✓
 9-3-70. ✓
 10-3-70. ✓
 11-3-70. ✓
 12-3-70. ✓
 1-4-70. ✓
 2-4-70. ✓
 3-4-70. ✓
 4-4-70. ✓
 5-4-70. ✓
 6-4-70. ✓
 7-4-70. ✓
 8-4-70. ✓
 9-4-70. ✓
 10-4-70. ✓
 11-4-70. ✓
 12-4-70. ✓
 1-5-70. ✓
 2-5-70. ✓
 3-5-70. ✓
 4-5-70. ✓
 5-5-70. ✓
 6-5-70. ✓
 7-5-70. ✓
 8-5-70. ✓
 9-5-70. ✓
 10-5-70. ✓
 11-5-70. ✓
 12-5-70. ✓
 1-6-70. ✓
 2-6-70. ✓
 3-6-70. ✓
 4-6-70. ✓
 5-6-70. ✓
 6-6-70. ✓
 7-6-70. ✓
 8-6-70. ✓
 9-6-70. ✓
 10-6-70. ✓
 11-6-70. ✓
 12-6-70. ✓
 1-7-70. ✓
 2-7-70. ✓
 3-7-70. ✓
 4-7-70. ✓
 5-7-70. ✓
 6-7-70. ✓
 7-7-70. ✓
 8-7-70. ✓
 9-7-70. ✓
 10-7-70. ✓
 11-7-70. ✓
 12-7-70. ✓
 1-8-70. ✓
 2-8-70. ✓
 3-8-70. ✓
 4-8-70. ✓
 5-8-70. ✓
 6-8-70. ✓
 7-8-70. ✓
 8-8-70. ✓
 9-8-70. ✓
 10-8-70. ✓
 11-8-70. ✓
 12-8-70. ✓
 1-9-70. ✓
 2-9-70. ✓
 3-9-70. ✓

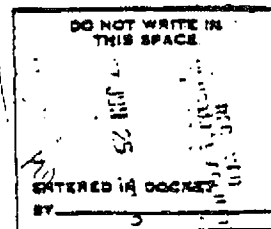
7-2-57 INS CO SERVED APPL'Y

COMMISSION OFFICES
A NORTHERN CALIFORNIA
(EXCEPT SACRAMENTO COUNTY)
400 HILSON STREET
SAN FRANCISCO 2
A SACRAMENTO COUNTY ONLY
ROOM 100 431 J STREET
SACRAMENTO
A SOUTHERN CALIFORNIA
(EXCEPT SAN DIEGO COUNTY)
501 STATE BUILDING
LOS ANGELES 12
A SAN DIEGO COUNTY ONLY
1021 FOURTH AVENUE
SAN DIEGO 1

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
INDUSTRIAL ACCIDENT COMMISSION

APPLICATION FOR HEARING

CASE NO. 57LA 182835



Employee's Name James Whitcomb Riley

Employer's Address 447 West 42nd Street

City Security No.

Los Angeles 37, California

Name of Employer I. T. THORPE, INC.

Employer's Address 929 E. 2nd

Name of Insurance Carrier American Motorists

Insurance Carrier's Address 2969 Wilshire Blvd.

Insurance Co.

Los Angeles, California

Employee's name James Whitcomb Riley

Employee's date of birth 10/23/1899

Date of your injury Sept. 1956 to 5/19/57

Employee's occupation at time of injury asbestos worker

Place where injury occurred Los Angeles, California

When did you leave work as a result of this injury? 5/19/57

How did injury occur? exposure to asbestos dust

What part or parts of your body were injured? lungs

Full or part time work and at what wage?

When did you return to work? not returned

Your wages or salary (before deductions) \$ max per hour or \$ per week or \$ per month

(paid on hourly rate, how many hours did you work per week?)

Did you receive any of the following: Board? Yes ☐ No ☐ Lodging? Yes ☐ No ☐ Tips? Yes ☐ No ☐ Other advantages? Yes ☐ No ☐

State their weekly value \$

Have you been paid any compensation? Yes ☐ No ☒ How much \$ Weekly rate of payments \$

Date when last payment was made 19

Has the employer or the insurance carrier furnished you with any medical treatment? Yes ☐ No ☒

Date when last treatment was given 19

List names of all doctors who have treated you and who were furnished by the employer or insurance carrier

Have you obtained any medical treatment at your own expense? Yes ☒ No ☐

List names of all doctors who have treated you at your own expense

Are you claiming any of the following benefits? Answer Yes or No:

(a) Temporary disability payment YES (b) Permanent disability payment YES

(c) Further medical treatment YES (d) Cost of your medical expenses YES

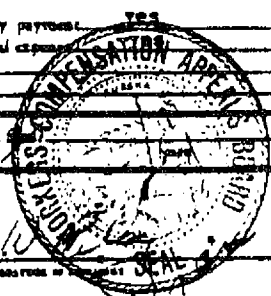
(e) List other benefits claimed and not mentioned above

Have you ever before filed a claim with this Commission? Yes ☐ No ☒ If so, when was it

William T. Hays
REPRESENTATIVE OR ATTORNEY FOR APPLICANT
6331 Hollywood Blvd.
Los Angeles 28, California

Hollywood 7-7179

Date May 23 1957



NOTE—HEARING. After the Commission has been duly notified by the Industrial Accident Commission the parties shall be notified of the time and place for hearing. The parties shall be notified by the Commission by mail or by personal delivery, or by telephone, if more expedient.

ANSWERS. The Commission's decision is to be made within 10 days after the date of the hearing. The Commission may, at its discretion, extend the time for making its decision. The Commission may also, at its discretion, extend the time for making its decision. The Commission may also, at its discretion, extend the time for making its decision.

DATE OF SERVICE SERVICE ON

12-16
The E. J. Bartells Co.

INSULATIONS



REFRACTORIES

SEATTLE

PORTLAND

TACOMA • SAN FRANCISCO • SPOKANE

APR 1961
EXHIBIT
CASE NO. 57LA183-835
REFERS
THIS LETTER IS
1918 BIRTH RECORD SOUTH
SEATTLE 4, WASHINGTON
MAY 19 1961

April 20, 1961

Industrial Accident Commission
RECEIVED

APR 24 1961

FILED
Sacramento Office

Industrial Accident Commission
State of California
Sacramento, California

CASE NO. 57LA183-835

JAMES WHITCOMB DEWITT

VS.

JOHNS-MANVILLE, INC., ET AL

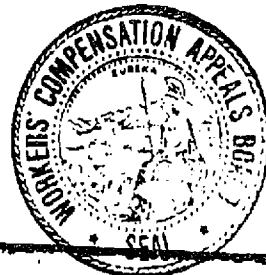
(Seid)

Recently we have been receiving various pieces of correspondence from your department concerning the above claim and, most recently, the application for death benefits. The deceased applicant worked for us for a short time in the State of Washington and the coverage by the State of Washington Department of Labor & Industries is our insuring agency for such work. We do not notice that the State of Washington is listed as one of the people receiving this notice.

Can you tell us the action we should follow in regard to this matter?

THE E. J. BARTELLS COMPANY

H. A. JOHNSON





3-13
ZURICH INSURANCE COMPANY

General Office - Chicago

Memorandum Office

4184 Wilshire Blvd.

Los Angeles 2, Cal.

April 19, 1961

CASE NO. 57 LA 182-835
REFER

Industrial Accident Commission
501 State Building
Los Angeles 12, California

JAMES WHITCOMBE RILEY vs PLANT INSULATION CO. (SANTA FE CONTR.)
CLAIM #202-23276
CASE NO. 57 LA 182-835

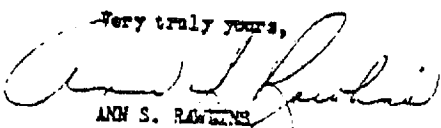
Gentlemen:

We are still receiving notices on the above case.

Our records show that we insured Plant Insulation for a Santa Fe Contractors job only.

By copy of the attached, previously submitted, letter we request that we be dismissed as we are not a proper carrier and should not have been joined.

Very truly yours,


ANN S. RAWLINS
Supervisor
Compensation Claims

ISR:dbe
Ebel

cc: Hays, McLaughlin & Evans



DATE 2-2-61

Relay
vs.
Handheld of Calif.

CASE NO. 57LA182-82

SET FOR 2-7-61 9:30

AT LA

Ref. ATTY. Thompson TELE. NO. MA 74911

REQUESTS:

☐ CONTINUANCE
☐ OTOC
☐ CANCELLATION
☐ SUBMISSION
☐ DISMISSAL

REASON:

☐ C&R TO BE FILED
☒ EXAM WAIVED
☐ ADD. APP. TO BE FILED
☐ ADD. PARTIES TO BE JOINED
☐ NEW ATTY., UNPREPARED

app. filed -

WILL FILE

app. ATTY. Mr. Thompson TELE. NO. _____

CONSENTS, PER _____

☐ APPROVED
☐ DISAPPROVED

INSTRUCTIONS TO CAL. _____

DATES TO AVOID _____

RATES PREFERRED _____

3-10-61 - Held
Mr. Thompson
it is not
filed
on

3-30-61
ditto
on

Reference





THE PE INSULATION COMPANY

INSULATION ENGINEERS • DISTRIBUTORS • CONTRACTORS

11-30-9

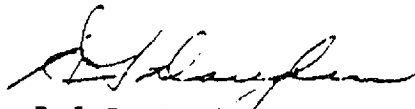
November 24, 1959

Zurich Insurance Company
4465 Wilshire Boulevard
Los Angeles 5, California

Attention: Ann S. Rawlins
Supervisor - Compensation Claims

Subject: CLAIM NO. 202-23276
James Whitcomb Riley

With reference to your letter of October 7th, our records do not indicate James W. Riley worked on a "Santa Fe" job.


D. S. Douglass/nd

cc: Butler-Hunt Company

