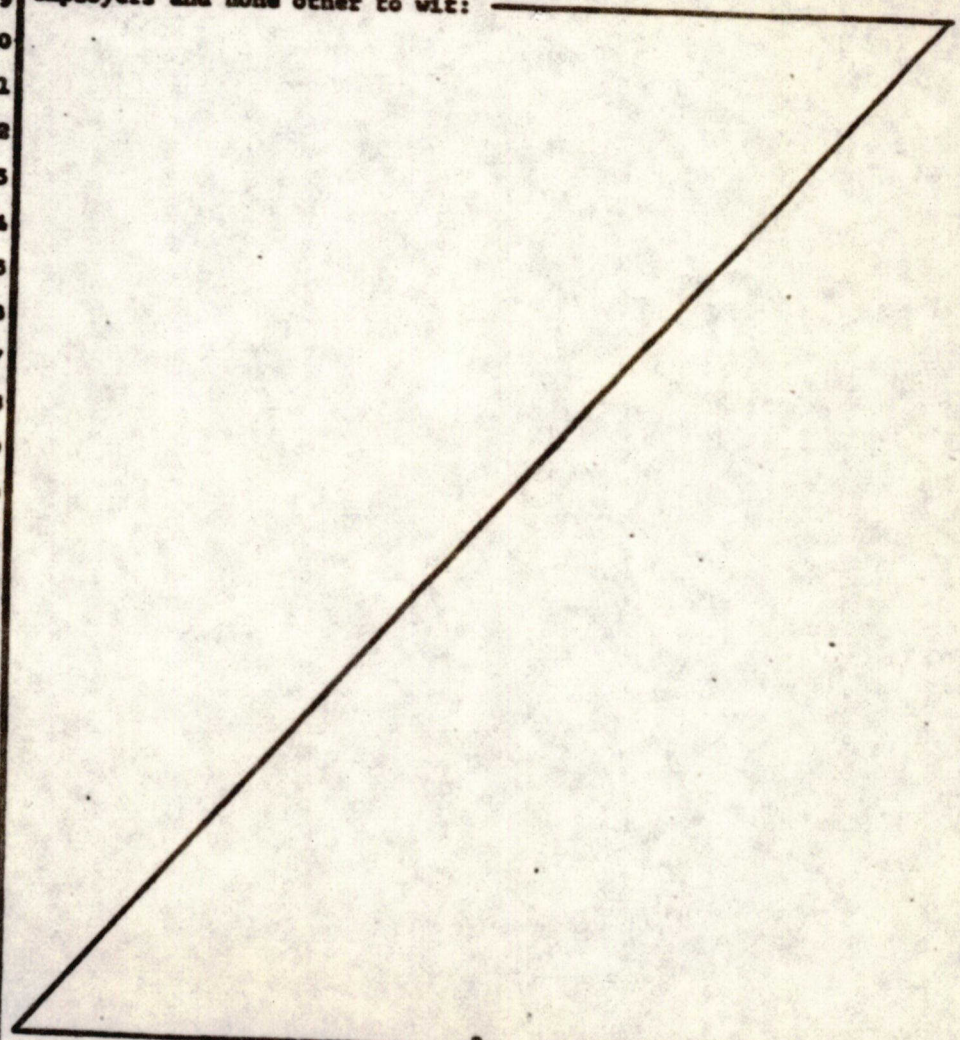
injuries arising out of and occurring in the course of his several employments as follows: To his chest, lungs and other bodily parts due to exposure to dust and due to stresses and strains of employment or sustained other disabilities or injuries in some other manner. It is claimed that said employments and injuries caused temporary and permanent disability and required treatment.

2. Applicant states and represents that he was employed or hired in the State of California by the following named employers and none other to wit:



Employer Name and Address	
Emil L. Smith 10241 Victoria Avenue Whittier, California	C. F. Braun & Co. 1000 South Fremont Avenue Alhambra, California
California Shipbuilding Corp. Box 906 Wilmington, California	Pat's Conditionaire, Inc. Home Insulation Contractors 1840 South Cloverdale Avenue Los Angeles, California
California Shipbuilding Corp.	Del E. Webb Corp. Box 7548 Phoenix, Arizona
Mundet Cork Corp. 65 South 11th St. Brooklyn, New York	Marine Engineering & Supply Co.
Morgan Bros. 3430 East Slauson Ave. Maywood, California	Del E Webb Corp.
Cork Insulation Co., Inc. 155 East 44th St. New York, New York	Int'l. Ass. of Heat and Frost Insulators 3637 East 37th St. Maywood, California
Cork Insulation Co., Inc.	
Plant Rubber & Asbestos Works 537 Brannon St. San Francisco, California	Lynch Asbestos Co. 2132 Sacramento St. Los Angeles, California
Guy T. Atkinson Co. George Pollock Co. P. O. Box 239 Long Beach, California	Fibreboard Paper Products Corp. 1789 Montgomery Street San Francisco, California
California Shipbuilding Corp.	R. T. Dimwiddie 532 Coolidge Drive San Gabriel, California
Guy T. Atkinson Co. George Pollock Co.	Al Co Company 5423 Flemish Lane Los Angeles, California
Marine Engineering & Supply Co. 941 East Second St. Los Angeles, California	Armstrong Cork Co. Liberty and Charlotte Sts. Lancaster, Pennsylvania
Plant Rubber & Asbestos Works	Marine Engineering & Supply Co.
Marine Engineering & Supply Co.	Manger and Manger 174 East Union St. Pasadena, California
Ben Long 4465 East 52nd Place Maywood, California	R. T. Dimwiddie Armstrong Cork Co.
Pat's Conditionaire, Inc. 1015 West Second St. Los Angeles, California	J. T. Thorpe, Inc. 948 East 2nd St. Los Angeles, California

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Thorpe Insulation Company
2741 South Yates Avenue
Los Angeles, California

J. T. Thorpe, Inc.

Warren & Bailey Co.
3528 South Garfield Avenue
Los Angeles, California

Hugh A Rieden
3262 East Gage Avenue
Huntington Park, California

Marine Engineering & Supply Co.

Armstrong Cork Co.

Hugh A Rieden

Robert's Roof & Floor Co.
927 South Main St.
Las Vegas, Nevada

C. F. Braun & Co.

Armstrong Cork Co.

Thorpe Insulation Company

Oil Field Constrs. Co.
P. O. Box 947
Bakersfield, California

Thorpe Insulation Company

Robert's Roof and Floor Co.

Fiberglas Engineering & Supply Co.
441 East Second St.,
Los Angeles, California

R. T. Dinwiddie, Inc.
8627 S. Atlantic
South Gate, California

Thorpe Insulation Company
United Refractory Const. Co.
1201 Banksville Road
Pittsburgh, Pennsylvania

Mundet Cork Corp.
7101 Tonnelle Avenue
North Bergen, New Jersey

Totman Morgan Co.
2217 West 135th Place
Blue Island, Illinois

J. T. Thorpe, Inc.

Totman Morgan Co.

Johns Manville Sales Corp.
22 East 40th St.
New York, New York

Owens Corning Fiberglas Corp.
P. O. Box 901
Toledo, Ohio

Industries Supply Co.
of San Diego
4th Avenue & J St.
San Diego, California

Armstrong Cork Co.

J. T. Thorpe, Inc.

R. T. Dinwiddie, Inc.

Industries Supply Co. of San Diego

Coast Insulating Products
2684 Lacey St.
Los Angeles, California

Shelburne Refrigeration, Inc.
1247 Main St.
El Centro, California

Metal Clad Insulation Company, Inc.
Box 178
Torrance, California

Rocco Insulation Company
4563 Valley Blvd.
Los Angeles, California

Thorpe Insulation Company

Owens Corning Fiberglas Corp.

Coast Insulating Products

B & B Engineering & Supply Co.,
P. O. Box 2531
Houston, Texas

Accurate Insulation Co., Inc.
900 South Cypress St.
Lahabra, California

Los Angeles Cork Company
4180 East Washington
Los Angeles, California

Plant Asbestos Co.
1300 64th St..
Emeryville, California

Owens Corning Fiberglas Corp.

Coast Insulating Products

Accurate Insulation Co., Inc.

Plant Asbestos Co.

Lee R. Ehins Company
4933 Valley Blvd.
Los Angeles, California

Cal State Insulation Co.
4652 West Imperial Hwy.
Inglewood, California

Mundet Cork Corp.

Owens Corning Fiberglas Corp.

Coast Insulating Products

Pabco Insulation Corp.
1789 Montgomery St.
San Francisco, California

Plant Asbestos Co.

Cal State Insulation Co.

Industrial Building Materials, Inc.
2808 So. Vail
Los Angeles, California

Thorpe Insulation Company

Mundet Cork

Armstrong Contracting & Supply Corp
120 North Lime St.
Lancaster, Pennsylvania

A 1 Insulation Co.
11351 Desmond St.
Garden Grove, California

United Cork Companies Corp.
Ft. Central Ave.
Kearny, New Jersey

Ehins Industrial Insulation
Contractors
4933 Valley Bldg.
Los Angeles, California

Chicago Bridge & Iron Co.
901 West 22nd St.
Oak Brook, Illinois

National Refrigeration Sales, Inc.
4400 San Fernando Road
Glendale, California

J. T. Thorpe, Inc.

Thorpe Insulation Company

Owens Corning Fiberglas Corp.

Los Angeles Cork Company
4180 East Washington
Los Angeles, California

Ehins Industrial Insulation
Contractors

The Isotherm Company
605 Williams
Bakersfield, California

Lacy Manufacturing Co.
2400 East Dominguez St.
Long Beach, California

Baldwin Ehret Hill, Inc.
500 Brevaig Avenue
Trenton, New Jersey

United Cork Companies Corp

Baldwin Ehret Hill, Inc.

3. The actual weekly wages of the employee at the time of injury are in dispute.

4. The employee's present disability is in dispute. The employee continued to work.

5. No temporary disability indemnity has been paid to the employee. The amount due and unpaid to the employee and the liability of the several employers and their insurance carriers are in dispute.

6. No permanent disability indemnity has been paid to the employee. The amount due and unpaid to the employee and the liability of the several employers and insurance carriers are in dispute.

7. The parties hereby agree to settle any and all claims on account of said injury by the payment as hereinafter provided of the sum of $30,000.00 in addition to any sums heretofore paid by the employers or the insurance carriers to the employee, said sum to be payable as follows: One lump sum to applicant, less attorney's fees and less such other liens as may be allowed by the Workmen's Compensation Appeals Board. Reference is made to paragraph 12 hereof.

8. Medical and hospital expenses have been paid: Some by the employee and some by the employers or carriers. Unpaid bills amount to: None. Future medical and hospital expense is estimated at: Conjectural. Unpaid and future medical and hospital expense is to be assumed as follows: All to be paid by the employee.

9. Name and address of employee's attorney: Steven Roseman, 1543 West Olympic Boulevard, Los Angeles, California 90015.

10. Said attorney requests a fee of $ Reasonable Amount of attorney fee previously paid, if any, $ None . Payment to be made by such insurance carrier as may be determined by the Workmen's Compensation Appeals Board.

11. Reason for Compromise: Applicant claims that his several employments in California and his several employments for which he was hired in California have resulted in injury or injuries. Applicant was employed before coming to California. Applicant has been employed outside of California. Applicant has worked outside of California for employers who hired him in California. Applicant warrants and represents that all employers for whom he has worked in California or who hired him in California are listed in this Compromise and Release Agreement. Defendants claim that applicant's disabilities, if any, resulted from his employments outside of California and resulted from systemic and other conditions unrelated to his employment by the employers herein named. Defendants claim that applicant's employment by them caused neither injury nor disability. Defendants allege that applicant's claim is barred by the statute of limitations; that the Workmen's Compensation Appeals Board has no jurisdiction; that applicant's injury, if any, was intentionally self-inflicted; and that applicant's injury, if any, was proximately caused by his own serious and wilful misconduct. Defendants further claim that any injury or disabilities sustained by applicant have been fully compensated. There are other points of dispute between the parties, but the parties have agreed to end their differences by compromise as herein provided.

Defendants are willing to pay the compromise amount to end litigation and buy their peace. Applicant is willing to accept the compromise amount to avoid the delays and uncertainties of litigation. Applicant desires to control his own medical treatment if any is required. Applicant represents that this compromise is adequate and request prompt approval.

12. During applicant's employment by the employers herein named, said employers were severally and separately insured as to their workmen's compensation liability by the following named insurance companies. Said insurance companies and employers agree

severally to contribute the amount set opposite the name of each company to the settlement herein. Such aggregate payments shall be in full of their liability and the liability of the employers herein named. Said insurance carriers and employers and the amount to be paid by each of them are as follows, to wit:

INSURANCE COMPANY	AMOUNT
Liberty Mutual Insurance Company 6006 Wilshire Boulevard Los Angeles, California	$ 552.00
Aetna Casualty and Surety Company 2404 Wilshire Boulevard Los Angeles, California	8,427.00
Mission Insurance Company P.O. Box 75031 Los Angeles, California	129.32
Fireman's Fund Insurance Company 3223 West Sixth Street Los Angeles, California 90005	5,337.00
State Compensation Insurance Fund 600 South Lafayette Park Place Los Angeles, California	462.44
United Pacific Insurance Company 443 Shatto Place Los Angeles, California 90005	261.03
Chicago Bridge & Iron Company 301 East Colorado Boulevard Pasadena, California	137.58
Casualty Insurance Company of California 1477 South Manchester Anaheim, California	138.78
Plant Rubber and Asbestos Works 537 Brannon Street San Francisco, California	125.00
Reliance Insurance Company 548 South Kingsley Drive Los Angeles, California	609.00
Hardware Mutual Casualty Company (Sentry Insurance Company) 13215 East Penn Whittier, California	240.00
Industrial Indemnity Company 505 South Virgil Los Angeles, California	3,549.00

INSURANCE COMPANY	AMOUNT
American Motorists Insurance Company 3345 Wilshire Boulevard Los Angeles, California	$ 1,299.00
Lumbermen's Mutual Company 3345 Wilshire Boulevard Los Angeles, California	560.00
Employers Liability Assurance Corporation 639 South New Hampshire Avenue Los Angeles, California	417.00
Argonaut Insurance Company 443 Shatto Place Los Angeles, California	798.00
The Travelers Insurance Company 3600 Wilshire Boulevard Los Angeles, California 90005	225.00
Insurance Company of North America and Pacific Employers Insurance Company 4050 Wilshire Boulevard Los Angeles, California 90005	6,732.85
TOTAL	$ 30,000.00

13. The undersigned requests that this Compromise and Release Agreement be approved.

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

15. It is agreed by all parties hereto that the filing of this document is the filing of an application on the behalf of the employee and that the Workmen's Compensation Appeals Board may, in its discretion, set the matter for hearing as a regular application,

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reserving to the parties to put in issue any of the facts admitted herein and that if hearing is held with this document used as an application, the defendants shall have available to them all defenses that were available as of the date of the filing of this document and that the Workmen's Compensation Appeals Board may thereafter either approve said Compromise and Release Agreement or disapprove the same and issue Findings and Award after hearing has been held and the matter regularly submitted for decision.

(SEE APPENDAGE) 16. For the purpose of determining the lien claim filed herein for the unemployment compensation disability benefits which have been paid under or pursuant to the California Unemployment Insurance Code, the parties propose the following division of the sum agreed upon for settlement and release of this case:

$ for temporary disability covering the period to ; $ accrued medical expense paid or incurred by the employee; $ for future medical care; $ for permanent disability. (The above segregation must be fair and reasonable and must be based on the real facts of the case. There should be no attempt made to deprive the lien claimant of a reasonable recovery consistent with all the amounts involved.)

17. In further consideration of the payment in accordance herewith, applicant agrees that this release will apply to all unknown and unanticipated injuries and damages resulting from such accident, casualty, event, employment and/or employments, as well as all those now disclosed and all rights under Section 1542 of the Civil Code of California are hereby expressly waived. Section 1542 of the Civil Code of California reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

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severally to contribute the amount set opposite the name of each company to the settlement herein. Such aggregate payments shall be in full of their liability and the liability of the employers herein named. Said insurance carriers and employers and the amount to be paid by each of them are as follows, to wit:

INSURANCE COMPANY	AMOUNT
Liberty Mutual Insurance Company 6006 Wilshire Boulevard Los Angeles, California	$ 552.00
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Mission Insurance Company P.O. Box 75031 Los Angeles, California	129.32
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United Pacific Insurance Company 443 Shatto Place Los Angeles, California 90005	261.03
Chicago Bridge & Iron Company 301 East Colorado Boulevard Pasadena, California	137.58
Casualty Insurance Company of California 1477 South Manchester Anaheim, California	138.78
Plant Rubber and Asbestos Works 537 Brannon Street San Francisco, California	125.00
Reliance Insurance Company 548 South Kingsley Drive Los Angeles, California	609.00
Hardware Mutual Casualty Company (Sentry Insurance Company) 13215 East Penn Whittier, California	240.00
Industrial Indemnity Company 505 South Virgil Los Angeles, California	3,549.00

RUTHERFORD T. JOHNSTONE, M.D.
BROCKMAN BUILDING
Los Angeles, California 90014
TELEPHONE 623-2000
OCCUPATIONAL DISEASES
INDUSTRIAL TOXICOLOGY

July 8, 1966

Herlihy & Herlihy
412 W. 6th St.
Los Angeles, Calif. 90014

Re: VERNON LUMBATTIS
Baldwin, Ehret & Hill
Case No. 66 LA 291-957
Our File: 6912-V

Gentlemen:

On your authorization the above captioned individual was examined by the writer on 5-27-66. He gave his address as 12459 East Firestone Blvd., Norwalk, Calif. He gave his address as an insulator.

HISTORY: Mr. Lumbattis states that during the year of 1965 he noticed that he was short of breath and the condition continued to worsen. He continued working until December 22, 1965 at which time he had what he termed as a mild heart attack. He developed pain over his heart with shortness of breath. He claims that the episode lasted for about twenty minutes. His wife took him to Dr. Mastron in Compton, who had him hospitalized in the Physicians and Surgeons Hospital in Compton. He was in the hospital for five or six days. Following this he was sent to the St. Francis Hospital in Lynwood for pulmonary function tests. He states that following these tests he was advised to see "an industrial attorney." He was then referred to Dr. Samuel Sills. The patient is presently under Dr. Mastron's care and he receives antibiotics and intermittent positive pressure.

Present Complaint: Shortness of breath and fatigue. He states that his shortness of breath seems to be worse on smogy days.

Past Medical History: Had an operation some years ago for a duodenal ulcer. He had an incisional hernia operation in 1963.

Occupational History: The patient was born in Illinois and went through the 3rd year of high school. After coming to California he worked for different companies doing different types of work until 1942 when he became an insulator. He has worked for many different companies since that time. He thinks that he worked for Marine Engineers longer than any other company (4 years). He last worked for Baldwin, Ehret & Hill and this was for approximately one year.

1100-9492

No. 2
Re: Vernon Lumbattis 7-8-66

Personal History: The patient is married, wife living and well. Has two children. Denies any knowledge of tuberculosis or diabetes in the family history. States his mother had cancer.

Inventory of Systems:

Head - The patient has an occasional headache, no dizziness or tinnitus. His tonsils intact. His teeth are false.

Cardio-respiratory - Has an occasional cough but this is not pronounced. He has dyspnea on effort, palpation and claims that he has cardiac distress on smogy days. He has orthopnea as indicated by the fact that he uses two pillows at night behind his head and has done so for the past six or eight months.

Gastro-intestinal - Appetite is normal. Has no symptoms of indigestion. No constipation or diarrhea. Stools are normal.

Genito-urinary - No nocturia, dysuria or frequency.

Weight - Slight gain in recent months.

Nervous system - Is not nervous or irritable.

Extremities - No history of ankle edema, joint pain or joint enlargement.

Habits: Smoked about a pack of cigarettes a day until December at which time he stopped. Does not drink alcoholic beverages.

PHYSICAL EXAMINATION: This 52 year old male weighed 194 pounds, temperature 97.8 degrees at 11:15 A.M.

Head and Neck: Pupils round, equal and react to light. Ears, nose and throat negative. The teetn were false. No enlargement of the cervical glands. Thyroid not enlarged. No pulsations present.

Chest: Barrel shaped in type. The breath sounds somewhat harsh. No distinct rales were heard. Respiratory rate 26.

Heart: Rate of 86; regular, no murmurs heard. B.P. 120/86. Tones distant.

Abdomen: Obese; no organs or masses palpated. No areas of tenderness elicited. Old scar present.

Extremities: No ankle edema present.

LABORATORY: Blood count:

Hemoglobin - 15.0gms. - 104%	
Erythrocytes	5,370,000
Leucocytes	8,650
Juv	1
Stabs	7
Segs	57
Lymphs	19
Monos	5
Eosins	8
Basoph	3

Blood sedimentation rate: 11.5mm 1 hour (Wintrobe)

No. 3
Re: Vernon Lumbattis

7-8-66

ELECTROCARDIOGRAM: Essentially normal.

X-RAY EXAMINATION: Posterior anterior and lateral views of the chest were taken in this office on 5-27-66. They reveal the cardiac shadow to be within normal limits. The right border is somewhat occluded by basal fibrosis. Both lower lungs reveal a degree of fibrosis. The upper lungs appear normal except for what appears to be an occasional cystic formation. The costophrenic angles are occluded as is the border of the left diaphragm. There is evidence of emphysema of the upper lung fields bilaterally.

DISCUSSION: In addition to our examination of Mr. Lumbattis and our study of this case, we reviewed a voluminous medical and hospital file.

According to Mr. Lumbattis he has noticed shortness of breath and tiredness for over a year. In his opinion the condition gradually worsened. However he continued working until December of 1965 at which time he suffered an attack of congestive heart failure. He has not worked since. The medical records also reveal that he was under observation in January, 1964 for a complaint of dyspnea.

Pulmonary function studies done at the St. Francis Hospital on 1-18-66 reveal "marked restrictive dysfunction with decreased expiratory reserve."

The occupational history indicates many years of exposure to dusts of some type. How much exposure he had to asbestos is unknown. However when we combine his occupational history with the x-ray findings and the pulmonary function test we feel that Mr. Lumbattis has a pneumoconiosis, probably asbestosis. We further feel that his disability is total and permanent.

Yours very truly,

R. T. Johnstone M D

R. T. Johnstone, M.D.
Diplomate, American Board
of Occupational Medicine

RTJ/rcm