

FILE NAME: Mundet Cork (MCK)

DATE: 1957

DOC#: MCK113

DOCUMENT DESCRIPTION: WC Claim of Meyer

STATE OF CALIFORNIA

CASE No. 62 SF 199-141

EDWARD MEYER,

*Applicant*

vs.

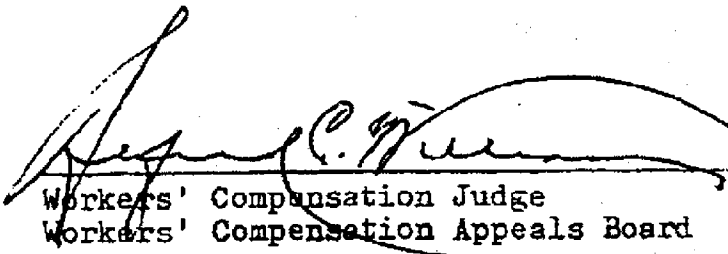
PLANTE RUBBER & ASBESTOS COMPANY,  
and  
EMPLOYERS GROUP INSURANCE COMPANY,  
et al.,

*Defendant*

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

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

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

  
Workers' Compensation Judge  
Workers' Compensation Appeals Board

Dated at San Francisco,  
California, this 28th day  
of September, 1983

WCCAB  
NO 113  
JTW 1.793

DEPARTMENT  
DIVISION

Plaintiffs' Exhibit  
CCS 5047

CCS 148

71SF 199141

# DOCUMENT COPY SERVICE

717 Market Street, San Francisco, Ca 94103, 415/543-0750

RECORDS PERTAIN TO: EDWARD MEYER

RECORDS FROM: WCAB Case No. SF 199141

CASE/FILE NO: \_\_\_\_\_

DELIVER TO: Ronald Schmidt, Esq.

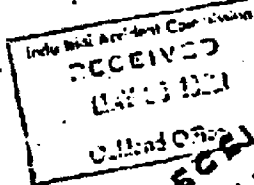
Glasser & Glasser

504 Plaza One

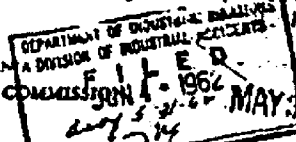
Norfolk, Virginia

cc:





STATE OF CALIFORNIA  
INDUSTRIAL ACCIDENT COMMISSION



FILE SIGNED ORIGINAL AND SIX COPIES WITHIN ACCIDENT  
PLEASE PRINT OR TYPE NAMES AND ADDRESSES

APPLICATION

157-647

CASE NO. 62 SF 199141

EDWARD MEYER

1250 WAINWRIGHT

SAN LEANDRO, CALIFORNIA

PLANTE RUBBER & ASBESTOS CO.

Social Security No.

1300 - 64th

EMERYVILLE, CALIFORNIA

EMPLOYERS GROUP INSURANCE CO.

1050 RUSS BUILDING

SAN FRANCISCO, CALIFORNIA

1. Edward Meyer, age 47, alleges that while employed for past several years, as a asbestos worker in Oakland, California, by Plante Asbestos Co., he sustained injury arising out of and in the course of the employment, as follows: exposure to dust and fibrous materials resulting in pneumoconiosis.

2. Employers Group Insurance Co. was the employer's insurance carrier on date of injury. Date of insurance contract is April 1, 1962 to present.

4. Was compensation paid? No. The basis of pay was Maximum. Was medical treatment needed? Yes. Who furnished treatment?

7. This application is filed to determine liability for: a. Temporary disability Yes b. Permanent disability Yes c. Medical treatment Yes d. Medical care Yes e. Litigation expense 1.

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.

Filed at: OAKLAND, California, May 31, 1962. Hearing requested at: OAKLAND. Number of witnesses: 1. Estimated time of trial: 1 hour.



SMITH, PARRISH, PADUCK & CLANGY  
345 FINANCIAL CENTER BUILDING  
OAKLAND 12, CALIFORNIA  
CHAMBERLAIN 2-2000

June 12, 1962

Smith, Parrish, Paduck & Claney  
Attorneys at Law  
315 Financial Center Building  
Oakland, California

American Employers' Insurance Co.  
1050 Russ Building  
San Francisco 4, California

Re: Edward Meyer vs. Plante Rubber &  
Asbestos Co. and American Employers  
Ins. Co.

Gentlemen:

The above entitled silicosis claim has been referred to the writer for handling on the special pneumoconiosis calendar.

We are serving copy of the application upon the defendant employer and its insurance carrier.

Mr. Smith's attention is called to the fact that Labor Code Section 5500.5 provides that the application should state the names and addresses of all employers, the places of employment and the approximate periods of employment where the employee was exposed to the hazards of the occupational disease.

Will you, therefore, kindly advise if applicant worked for any employer other than Plante Rubber & Asbestos Company in which there was a potential hazard to the development of the occupational disease which you have alleged. If so, it may be that you will desire to file an amended application showing the full employment history of such occupations.

You further allege that applicant was born in 1947. That would make him 15 years of age at the present. Is not this an error?

No medical report has been submitted. In the light of your request that the case be set down for hearing at Oakland, California, at the earliest available date, I will



Page 2

6/12/62

Re: Edward Meyer

assume unless advised to the contrary that the parties will be ready for hearing in the month of August or September which is about the earliest that we can accommodate the matter on the calendar. We are now making arrangements for hearing at Oakland and you will receive formal notice of the time and place of hearing.

Yours very truly,

A. H. NELSON, Referee

AHN:mlw

cc: Plante Rubber & Asbestos Co., 1300 - 62th, Emeryville



RECEIVED

JUN 13 1962  
INDUSTRIAL ACCIDENT  
COMMISSION  
SAN FRANCISCO OFFICE

HOUSE THE INDUSTRIAL ACCIDENT COMMISSION  
OF THE STATE OF CALIFORNIA

Notice and Report by Adversary of Union  
San Jo. SF 199-141

Date of Injury: Feb. several years

DEPARTMENT OF INDUSTRIAL RELATIONS  
BUREAU OF INDUSTRIAL ACCIDENTS  
FILED  
JUN 13 1962

STATE OF CALIFORNIA

DEPARTMENT OF EMPLOYMENT

Edward Meyer

1250 Westmont Ave., San Leandro Calif

598-07-1046

Plant Lubricator Co

1300 64th St., Emeryville Calif

American Employers Ins Co

1050 Bush Blvd., San Francisco Calif

1. The undersigned hereby requests the Industrial Accident Commission to determine and allow to the named insured herein a "Total" which represents the amount of unemployment compensation disability benefits paid to him, and to add to the amount of unemployment compensation disability benefits which may be paid to the named insured in paragraph 2, below.

2. Total under Labor Code Section 4903 (C):

Disability benefits as the result of a Total of \$ 70.00  
paid for the period 1-1-62 to 1-31-62 inclusive \$ 740.00  
(1-1-62 to 1-31-62 per day including 1-31-62 days paid for waiting period waived)

Total under Labor Code Section 4903 (C):

Additional benefits for hospital confinement as the daily rate of \$ 12.00  
paid for the period 1-1-62 to 1-31-62 inclusive \$ 240.00  
Total \$ 980.00

3. Further unemployment compensation disability benefits may be paid to the employee for each day disability and additional benefits for hospital confinement which will not exceed \$ 1050.00 and \$ 1050.00, respectively.

4. The undersigned declares he has advised or mailed a copy of this document on 6-13-62 to each of the parties named.

Sanity, Psychiatry, Psychology & Clinical  
305 Financial Center Bldg  
Oakland Calif

State of California  
Department of Employment

Tracy & Wagner  
535 So. 1st St  
San Jose Calif

Ray C. Johnson, Inc.  
RAY E. SCHULTZ, DISTRICT MGR.



Witness

EMPLOYER'S CONSENT TO ALLOWANCE OF LIEB

I understand that the amount shown above as "Total" may represent the total amount of disability benefits that I may be paid by the Department of Employment pending the Commission's decision on my workman's compensation claim. I consent to the allowance of a lien in the total amount I am paid by the Department of Employment on above on any final "Notice and Report for Adversary of Lien" filed by the Department of Employment.

Edward Meyer

MEMORANDUM  
OF FIVE

EDWIN A. CLANCY, JR.  
JOHN A. LEWIS  
& PAUL PADUCK  
VIA SHARON PARRISH  
JOSEPH EDWARD SMITH  
DEAN W. SMITH  
ROBERT D. LANE, JR.

LAW OFFICES OF

SMITH, PARRISH, PADUCK & CLANCY

FINANCIAL CENTER BUILDING • 400-16TH STREET • OAKLAND 12, CALIFORNIA

June 15, 1962

RECEIVED  
JUL 13 1962  
INDUSTRIAL ACCIDENT  
COMMISSION

Industrial Accident Commission  
455 Golden Gate Avenue  
San Francisco, California

RE: Edward Meyer vs. Plante Rubber & Asbestos Co.  
Claim No. SF 199-141

Attn: Mr. Nelson

Dear Mr. Nelson:

We filed the application prematurely as the applicant wished to obtain unemployment disability benefits.

We have contacted the Department of Health and Education Social Security Administration to obtain the work record of Mr. Meyer from 1937 to the present time.

As soon as this information is obtained, we will file an amended application adjoining the appropriate parties.

The applicant's age is 47, and not that he was born in 1947. We will send an amended application regarding age at the same time we request the other.

Very truly yours,

SMITH, PARRISH, PADUCK & CLANCY

Joseph T. Smith

JES:mik

cc: Plante Rubber & Asbestos Co.



1 TROHY & WAGNER  
2 777 North First Street  
3 San Jose 12, California  
4 Telephone CYPRESS 5-4558  
5 Attorneys for Defendant

6 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF  
7 CALIFORNIA

10 EDWARD MEYER,

11 Applicant,

No. 62 SF 199 141

12 Vs.

INTERROGATORIES TO

13 PLANT RUBBER & ASBESTOS  
14 COMPANY and EMPLOYERS GROUP,

APPLICANT

15 Defendants.

16 TO EDWARD MEYER, AND TO HIS ATTORNEY, SMITH, PARRISH, FADUCK &  
17 CLANCY, ESQS:

18 Defendant, EMPLOYERS GROUP, requests that Applicant, EDWARD  
19 MEYER, answer under oath pursuant to California Code of Civil  
20 Procedure Section 2030 the following interrogatories:

21 1. How long prior April 1, 1962, were you employed by the  
22 Plant Rubber & Asbestos Company?

23 2. Please state the precise nature of your duties while  
24 so employed?

25 3. Please state, as nearly as you can recall, the names  
26 and locations of each of your employers for the ten year period  
27 immediately preceding April 1, 1962.

28 4. Have you ever filed a claim before the Industrial  
29 Accident Commission of the State of California or of any other  
30 state of the United States other than the within claim?

31 5. If your reply to interrogatory number four is yes,  
32 please state the date or dates and the state or states in which



1 each such claim was filed.

2 6. If your reply to interrogatory number four is yes,  
3 please state the condition or conditions for which each such  
4 claim was filed.

5 7. If your reply to number four is yes, please state the  
6 name of the employer or employers for whom you were working at  
7 the time of each such alleged injury or injuries.

8 8. Have you ever consulted a doctor for any condition re-  
9 lating to your lungs or heart or respiratory system?

10 9. If your reply to interrogatory number eight is yes,  
11 please state the name or names of such doctor or doctors, the  
12 approximate date or dates when you first consulted with them,  
13 and the name of the city in which each had his practice at the  
14 time you consulted with him.

15 10. Have you ever been hospitalized in connection with your  
16 heart, lungs, or respiratory system?

17 11. If your reply to interrogatory number 10 is yes, please  
18 state the name or names of such hospital or hospitals, and the  
19 locations.

20 12. Please state your date of birth.

21 13. At the time you quit work on April 1, 1962, to whom did  
22 you report that you were quitting?

23 14. At the time you quit work on April 1, 1962, did you tell  
24 any person in the employ of your employer the reason why you  
25 were quitting?

26 15. If your reply to interrogatory number fourteen is yes,  
27 please state the name or names of such person or persons, if  
28 you know, and if you don't know their names, please state their  
29 positions.

30 EMPLOYERS GROUP

31 BY: T. CHY & WEGNER

BY: KEVIN R. TROUT



Before the Industrial Accident Commission  
of the State of California

Case No. SP 199-181

FILED  
SEP 6 1962

EDWARD MEYER

Applicant

PLANT RUBBER & ASBESTOS COMPANY  
and EMPLOYERS GROUP INSURANCE CO.

Defendant

ORDER TAKING  
OFF CALENDAR

GOOD CAUSE APPEARING THEREFOR:

It is HEREBY ORDERED That the above entitled matter be and the same hereby is taken off calendar, and all further action on the matters now pending herein suspended, subject to being reset, after notice, upon request of any of the parties hereto.

*[Signature]*  
A. H. NELSON

RECEIVED  
INDUSTRIAL ACCIDENT COMMISSION

SEP 6 1962

Service Upon: SEP 6 1962

Edward Meyer, 1250 Wainwright, San Leandro  
Smith Parrish Paduck & Clanoy, 315 Financial Center Bldg, Oakland  
Plant Rubber & Asbestos Co, 1300 - 64th St, Emeryville  
Employers Group Insurance Co, 1050 Russ Bldg, S.F.  
Department of Employment, P O Box 1857, Oakland



Form 400 (Rev. 5-55)

SEP 6 1962

EDWARD MEYER

vs.

PLANT RUBBER & ASBESTOS COMPANY  
and EMPLOYERS GROUP INSURANCE CO.

A. H. NELSON, REFEREE  
AUGUST 31, 1962

CASE NO. SP 199-141  
INJ: Silicosis

REPORT OF REFEREE  
ON ORDER OFF CALENDAR

Following the filing of the application in this matter, applicant's attorney wrote in on June 15, 1962 stating that the application had been "prematurely filed"; that it was his intention to file an amended application bringing in other parties, and that he was not yet ready to proceed. No amended application has been filed to date.

Under the circumstances, I am making the following Disposition: Order off Calendar.

  
A. H. NELSON, Referee



A. W. BRUNER  
GORDON MINDER  
STEPHEN M. CHANDLER

RECEIVED  
OCT 17 1962  
INDUSTRIAL ACCIDENT  
COMMISSION  
SAN FRANCISCO 2 CALIF.

LAW OFFICES OF  
BRUNER, MINDER & CHANDLER  
BEST BUILDING  
1300 E 14TH STREET  
SAN LEANDRO, CALIFORNIA  
October 16, 1962

TELEPHONE  
HEPUNGS 8-0450

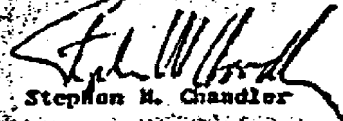
Industrial Accident Commission  
455 Golden Gate Avenue  
Room 2202  
San Francisco, California

Gentlemen:

Please find enclosed original substitution of attorneys which we request be filed in the matter of Edward Moyer v. Plant Rubber & Asbestos Company and Employers Group Insurance Company, case No. SP 109-141. Will you please advise us if there are any other adverse parties or attorneys upon whom a copy of the substitution of attorneys should be filed other than those noted in the substitution of attorneys.

Very truly yours,

BRUNER, MINDER & CHANDLER

By   
Stephen M. Chandler

SMC:elm  
Encl.



RECEIVED  
OCT 17 1962  
INDUSTRIAL ACCIDENT  
COMMISSION  
SAN FRANCISCO

BEFORE THE  
INDUSTRIAL ACCIDENT COMMISSION  
OF THE  
STATE OF CALIFORNIA

Case No. SF 199-141

EDWARD MEYER

PLANT RUBBER & ASBESTOS COMPANY  
and EMPLOYERS GROUP INSURANCE  
COMPANY

DEPARTMENT OF INDUSTRIAL RELATIONS  
BUREAU OF INDUSTRIAL ACCIDENTS  
FILED  
OCT 17 1962  
*films*

SUBSTITUTION OF ATTORNEYS

EDWARD MEYER hereby substitutes and  
appoints BRUNER, MINDER & CHANDLER Esq. as his attorney in the  
above entitled case, in the place of SMITH, PARRISH, PADUCK & CLANCY Esq.  
who respectively consent hereto. A copy has been served on all parties or their attorneys where they  
have attorneys.

Dated: October 16, 1962

Copies Have Been Served On:  
(Adverse Parties and Attorneys)  
Edward Meyer, 1250 Mainwright,  
San Leandro  
Smith, Parrish, Paduck & Clancy,  
315 Financial Center Bldg. Oakland  
Plant Rubber & Asbestos Company,  
1300 - 64th St., Emeryville  
Employers Group Insurance Company,  
1050 Russ Building, San Francisco  
Department of Employment,  
P. O. Box 1857, Oakland

SMITH, PARRISH, PADUCK & CLANCY  
By [Signature]  
(Address)  
Financial Center Building  
Oakland, California  
BRUNER, MINDER & CHANDLER  
By [Signature]  
(Address)  
1326 East 14th Street  
San Leandro, California  
(Address)



RECEIVED

DEC 17 1962  
A. D. BRUNER  
GORDON MINTZ  
STEPHEN M. CHANDLER  
INDUSTRIAL ACCIDENT  
COMMISSION  
SAN FRANCISCO OFFICE

LAW OFFICE OF  
BRUNER, MINDER & CHANDLER  
2207 BUILDING  
1420 & 14TH STREET  
SAN LEANDRO, CALIFORNIA  
December 14, 1962

TELEPHONE  
NEPTUNE 2-0129

Industrial Accident Commission  
455 Golden Gate Avenue  
Room 2202  
San Francisco, California

Re: Edward Meyer v. Plant Rubber and  
Asbestos Company, et al, No. SF199-141

Gentlemen:

Please find enclosed amended application in the above referenced matter which we request be filed. We are enclosing an original and twenty-two copies of the application and the exhibits and medical report.

We are enclosing copies of one medical report furnished this office by Kenneth L. Hardy, M. D. Other medical reports will be furnished in the near future. The list of medical expenses incurred and marked exhibit "B" is not up to date. We are endeavoring to get an up to date one which we will forward to you as soon as we can.

You are also advised that we have written to the California Inspection Rating Bureau for a list of insurance carriers. A copy of our letter to that bureau is enclosed for your information.

We request that the hearing in this matter be scheduled for the earliest possible time since our client has received no temporary disability and is without funds and his prognosis is extremely poor.

Also we request that the matter be transferred to Oakland as it would be more convenient to the applicant to have the matter heard in Oakland, he being a resident of Alameda County.

Very truly yours,

BRUNER, MINDER & CHANDLER

By

*Stephen M. Chandler*  
Stephen M. Chandler

ENC:cls  
Encl.

110



BEGAN EMPLOYMENT

TERMINATION OF  
EMPLOYMENT

EMPLOYER AND  
ADDRESS

June, 1956

September, 1957

The Philip Carey Manufacturing Company  
Lockland  
Cincinnati, Ohio

September, 1957

June, 1961

Plant Asbestos Company  
1300 - 64th Street  
Emeryville, California



STATE OF CALIFORNIA  
INDUSTRIAL ACCIDENT COMMISSION

RECEIVED  
JAN 17 1962  
INDUSTRIAL ACCIDENT COMMISSION

AMENDED  
APPLICATION

FILE SHIPPED ORIGINAL TO INDUSTRIAL ACCIDENT COMMISSION  
(PLEASE PRINT OR TYPE NAMES AND ADDRESSES)

CASE NO. SF 199 - 141

c/o BRUNER, MINDER & CHANDLER  
1326 East 14th Street  
Best Bldg  
San Leandro, California

EDWARD MEYER

Social Security No. 558-07-1046

See Exhibit "A"

RECEIVED  
JAN 17 1962  
INDUSTRIAL ACCIDENT COMMISSION  
FILED

See Exhibit "A"

See Exhibit "B" (to follow)

(Exhibit to follow)

1. EDWARD MEYER 4/18/15 alleges that while employed BY 19  
as a Asbestos worker California by  
See Exhibit "A" In sustained injury arising out of and in the course of the employment, as follows

Asbestosis  
Asbestosis

2. See Exhibit "A" was the employer's insurance carrier on date of injury.

1. From - to present

4. Was compensation paid? No 2 2 2 2

Earnings at time of injury: 200.00 2 week The basis of pay was hourly rate

4. Was medical treatment paid? Yes Who furnished treatment? See Exhibit "B"

7. This application is filed to determine liability for:

a. Temporary disability Yes b. Permanent disability Yes c. Medical treatment Yes d. Medical care Yes

e. Litigation expense Yes f. 2 2 2 2

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 San Leandro California, November 3d, 1962.

Hearing requested at Oakland

Number of witnesses None unless doctors called

Estimated time of trial 1/2 day

By BRUNER, MINDER & CHANDLER  
1326 East 14th Street  
Best Building  
San Leandro, California  
Telephone 2-9125



NOTICE—Persons who have been injured or who have suffered loss of wages or other benefits as a result of an industrial accident or disease should file an application for compensation with the Industrial Accident Commission as soon as possible after the accident or disease has occurred. The application should be filed in the county where the accident or disease occurred, or in the county where the injured person resides, or in the county where the employer has its principal place of business. The application should be filed in the county where the injured person resides, or in the county where the employer has its principal place of business, or in the county where the injured person was working at the time of the accident or disease.

EXHIBIT "A"

HISTORY OF EMPLOYMENT

| BEGAN EMPLOYMENT | TERMINATION OF EMPLOYMENT | EMPLOYER AND ADDRESS                                                                               |
|------------------|---------------------------|----------------------------------------------------------------------------------------------------|
| March, 1943      | March, 1944               | Plant Rubber & Asbestos Works<br>537 Brannan Street<br>San Francisco, California                   |
| March, 1944      | December, 1944            | Vandrsdale - Harris Lumber Company, Inc.<br>Fifth and Brannan Streets<br>San Francisco, California |
| December, 1944   | September, 1945           | L. J. Kupps<br>595 Fifth Street<br>San Francisco, California                                       |
| September, 1945  | June, 1946                | Western Asbestos<br>675 Townsend Street<br>San Francisco, California                               |
| June, 1946       | December, 1947            | Bay Cities Asbestos Company, Ltd.<br>5th Avenue and East 12th Street<br>Oakland, California        |
| December, 1947   | December, 1947            | Western Asbestos<br>675 Townsend Street<br>San Francisco, California                               |
| December, 1947   | March, 1948               | Mundet Cork Corporation<br>7101 Tonnelle Avenue<br>North Berger, N. J.                             |
| March, 1948      | September, 1948           | Bay Cities Asbestos Company, Ltd.<br>5th Avenue and East 12th Street<br>Oakland, California        |
| September, 1948  | December, 1948            | Silicair Insulation Company<br>1125 Sixth Avenue<br>Oakland 6, California                          |
| December, 1948   | December, 1948            | Western Asbestos<br>675 Townsend Street<br>San Francisco, California                               |



| BEGAN EMPLOYMENT | TERMINATION OF EMPLOYMENT | EMPLOYER AND ADDRESS                                                                             |
|------------------|---------------------------|--------------------------------------------------------------------------------------------------|
| December, 1948   | September, 1949           | Silicair Insulation Company<br>1125 Sixth Avenue<br>Oakland 6, California                        |
| March, 1949      | March, 1949               | Western Fiberglass Supply Company<br>739 Bryant Street<br>San Francisco, California              |
| March, 1949      | March, 1949               | Vandrsdale - Harris Lumber Company<br>Fifth and Brannan Street<br>San Francisco, California      |
| September, 1949  | September, 1950           | Silicair Insulation Company<br>1125 Sixth Avenue<br>Oakland 6, California                        |
| September, 1950  | December, 1950            | Fiberglass Engineering and Supply Company<br>P.O. Box 89<br>Santa Clara, California              |
| December, 1950   | March, 1951               | Charles Ayres Company<br>374 Brannan Street<br>San Francisco 7, California                       |
| March, 1951      | September, 1953           | Fiberglass Engineering and Supply Company<br>P. O. Box 89<br>Santa Clara, California             |
| September, 1953  | December, 1953            | Dutton Asbestos and Supply Company<br>532 Natoma Street<br>San Francisco 3, California           |
| December, 1953   | December, 1953            | F. M. Dreisbach<br>Dreisbach Box and Lumber Company<br>1080 - 23rd Avenue<br>Oakland, California |
| December, 1953   | June, 1956                | Dutton Asbestos and Supply Company<br>532 Natoma Street<br>San Francisco 3, California           |



# EXPENSES OF MEDICAL AND HOSPITAL TREATMENT

|                                                                      | Total Bill       | Amount Paid<br>Out By<br>Applicant         |
|----------------------------------------------------------------------|------------------|--------------------------------------------|
| Kenneth L. Hardy, M.D.                                               | \$ 562.50        | * \$ 450.00                                |
| Donald W. Cherry, M.D.                                               | 65.00            | * 65.00                                    |
| C. M. Christiansen, M.D.                                             | 327.50<br>15.00  | * 17.50<br>* 248.00                        |
| R. C. Dickenson, M.D.<br>George S. Stephens, M.D.                    | 30.00            | * 30.00                                    |
| 1300 Bancroft Medical<br>Laboratory                                  | 5.00             | * 5.00                                     |
| Robert M. Adams, M.D.                                                | 165.00           | * 50.00<br>140.00                          |
| Eden Hospital                                                        | 357.50           | * 295.50<br>62.00                          |
| Doctors Hospital                                                     | 881.13<br>797.72 | * 75.83<br>* 835.28<br>* 39.28<br>* 753.44 |
| Nursing                                                              | 82.00            | 82.00                                      |
| Medicines and drugs                                                  | 104.65           | 104.65                                     |
| Medical reports<br>C. M. Christiansen, M.D.<br>R. C. Dickenson, M.D. | 15.00<br>35.00   | ** 15.00<br>** 35.00                       |

\*Paid by Asbestos Workers Health and Welfare Trust Fund  
(The Blue Cross Plan)  
\*\*Paid by Bruner, Kinder & Chadler, applicant's attorneys

THIS IS NOT A COMPLETE LIST. ADDITIONAL DATA WILL BE SUPPLIED  
PRIOR TO HEARING.



Exhibit "B"

Kenneth L. Hardy, M.D. - John A. May, M.D.

San Francisco, California

FLORIAN E. WOOD  
LUNGAC SURGEON  
SPOKE, WASHINGTON

December 4, 1962

Bruner, Winder & Chandler  
1326 E. 14th Street  
San Leandro, California

Attn: Mr. Stephen W. Chandler  
re: Mr. Edward Meyer.

Dear Mr. Chandler:

In reply to your recent letter, I should like to state that I feel his prolonged exposure through occupation to asbestos has resulted in pulmonary disability involving both lung fields and causing his pneumoconiosis due to asbestos. The diagnosis has been confirmed by tissue biopsy and pathological confirmation. Likewise, it should be indicated that the development of bronchogenic carcinoma in this man has also been substantiated by histological verification of biopsy material obtained on 4/11/62, and it is generally felt that the incidence of bronchogenic carcinoma is increased by prior development of asbestosis.

I feel that this gentleman is entitled to compensation for his pulmonary disability, and if I may be of any further help substantiating his claim I would be happy to do so. Prognosis - permanently disabled.

Very truly yours,

*Kenneth L. Hardy*  
Kenneth L. Hardy, M.D.

KLH/nc



116  
1111

1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

2 CLAIM NO. 62 SP 199-141

3  
4 EDWARD MEYER,

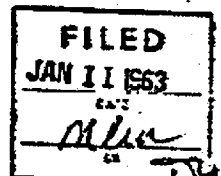
5 Applicant,

ORDER JOINING  
PARTIES DEFENDANT

6 vs.

7 PLANT RUEBER & ASBESTOS CO.,  
8 YAKARSDALE-HARRIS LUMBER CO., et al,  
9 and AMERICAN EMPLOYERS D.S. CO., and  
10 STATE COMPENSATION INSURANCE FUND,  
11 INDUSTRIAL INDEMNITY EXCHANGE,  
12 INDUSTRIAL INDEMNITY COMPANY, AETNA  
13 D.S. CO. and/or AETNA CASUALTY AND  
14 SURETY CO., FIREMAN'S FUND INS. CO.  
15 and PACIFIC EMPLOYERS INSURANCE CO.,

16 Defendants.



17 GOOD CAUSE APPEARING THEREFOR:

18 IT IS ORDERED That STATE COMPENSATION INSURANCE FUND;  
19 INDUSTRIAL INDEMNITY EXCHANGE; INDUSTRIAL INDEMNITY COMPANY;  
20 AETNA INSURANCE COMPANY AND/OR AETNA CASUALTY AND SURETY CO.;  
21 FIREMAN'S FUND INSURANCE CO.; and PACIFIC EMPLOYERS INSURANCE CO.;  
22 be joined as parties defendant to the above entitled cause.

23  
24  
25  
26  
27  
28  
29  
30  
A. H. WILSON, Referee  
INDUSTRIAL ACCIDENT COMMISSION

JAN 11 1963

Filed and served on:

31 Bruner, Kinner & Chandler, 1326 East 14th St., San Leandro  
32 Tuohy & Wegner, 777 No. First St., San Jose  
33 State Comp. Ins. Fund - Personal Service  
34 Industrial Indemnity Co., 350 Sansome St., SF  
35 Aetna Casualty & Surety Co., 220 Montgomery St., SF  
36 Fireman's Fund Ins. Co., 3333 California St., SF  
37 Pacific Employers Ins. Co., 244 Pine St., SF

AFN:alm

Form 258  
State of California  
1962



**INDUSTRIAL ACCIDENT COMMISSION**  
STATE OF CALIFORNIA

**EDWARD MEYER,**

*Applicant*

vs.  
PLANT ROBER & ASBESTOS COMPANY,  
WESTERN ASBESTOS, et al, and  
PACIFIC EMPLOYERS' INSURANCE COMPANY,  
STATE COMPENSATION INSURANCE FUND, and  
INDUSTRIAL INDEMNITY COMPANY, et al,

*Defendants*

**NOTICE OF HEARING**

Case No. 62 SP 199,141

FILED  
JAN 14 1963

You are hereby notified that an application for compensation (a copy of which is attached hereto) has been filed with the Industrial Accident Commission of the State of California. You are further notified that said application has been set for hearing at:

STATE BUILDING  
1111 JACKSON STREET  
OAKLAND, CALIFORNIA  
FEBRUARY 28, 1963 — 9:00 A. M.

and that at said time and place the Industrial Accident Commission of the State of California will proceed to hear and decide upon the application in the manner provided by law.

That, the parties are required to submit all issues in controversy for decision to the hearing at the time, place, and manner specified, and that any party failing to do so shall be deemed to have waived its right to be heard.

Dated: San Francisco, Calif.  
January 14, 1963

INDUSTRIAL ACCIDENT COMMISSION

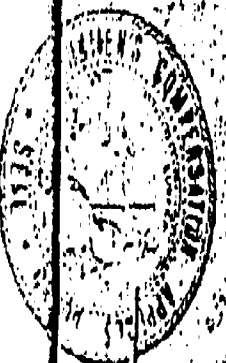
By \_\_\_\_\_

The undersigned certifies that he is an employee of the Industrial Accident Commission, has served the foregoing notice on the parties hereto, and that the same has been filed with the Commission. He further certifies that he has delivered a copy of said notice to each of the parties, with the postage thereon fully prepaid, and addressed to the said parties at their last known places of residence, as follows, to wit:

Name and Address of Person Served \_\_\_\_\_

Date: January 14, 1963

Served all parties above on OFFICIAL ADDRESS RECORD, as per attached



OFFICIAL ADDRESS RECORD

CASE NO. 199-141 -- EDWARD MEYER

Dept. of Employment, P. O. Box 1857, Oakland 4, Calif.  
 Edward Meyer, 1250 Wainwright, San Leandro, Calif.  
 Bruner, Minder & Chandler, 1326 East 14th St., San Leandro,  
 Plant Rubber & Asbestos Co., c/o Fibreboard Paper Products Corp.,  
 475 Brannan St., S.F.  
 Western Asbestos, 675 Townsend St., S.F.  
 Dreisbach Box & Lumber Co., 2530 East 11th St., Oakland,  
 The Philip Carey Mfg. Co., 2350 Ingalls St., S.F.  
 Western Fiberglass Supply Co., 739 Bryant St., S.F.  
 Fiberglass Engineering & Supply Co., P. O. Box 89, Santa Clara,  
 Dutton Asbestos & Supply Co., 532 Matoma St., S.F. 43, Calif.  
 Mundet Cork Corp., 7101 Tonnelle Ave., North Bergen, New Jersey  
 American Employers' Insurance Co., 1050 Ruess Bldg., S.F. 4,  
 Pacific Employers Insurance Co., ATTN: S. H. Hays,  
 244 Pine St., S.F. 4,  
 State Compensation Insurance Fund, Personal Service  
 Industrial Indemnity Co., 350 Sansome St., S.F. 6, Calif.  
 The Aetna Insurance Company, and/or The Aetna Casualty and Surety Co.,  
 ATTN: R. E. Thies, Supt., 220 Montgomery St., S.F. 6,  
 Fireman's Fund Insurance Co., 3333 California St., S.F. 4, Calif.  
 Trohy & Wegner, 777 North First St., San Jose 12, Calif.  
 Mullen & Filippi, 315 Montgomery St., S.F. 4,  
 Brobeck, Phleger & Harrison, 111 Sutter St., S.F. 4, Calif.  
 Industrial Accident Commission, 1111 Jackson St., - Room 3000,  
 Oakland, Calif.



1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

2 CLAIM NO. 62 SF 199-141

3  
4 EDWARD MEYER,

5 Applicant,

ORDER DISMISSING  
PARTY DEFENDANT

6 vs.

7 PLANT RUBBER & ASBESTOS CO.,  
8 VAN ARSDALE-HARRIS LUMBER CO., et al,  
9 and EMPLOYERS INS CO., STATE  
10 COMPENSATION INSURANCE FUND, et al,

11 Defendants.

FILED  
FEB 21 1963

12 GOOD CAUSE APPEARING THEREFOR:

13 IT IS ORDERED that PACIFIC EMPLOYERS INSURANCE COMPANY  
14 be and it hereby is dismissed as a party defendant to the above  
15 entitled cause.

16  
17 *A. H. Nelson*  
18 A. H. NELSON, Referee  
19 INDUSTRIAL ACCIDENT COMMISSION

20 FEB 21 1963

21 filed and served on:

22 Pacific Employers Ins. Co., 244 Pine St., SF  
23 Mullen & Filippi, 315 Montgomery St., SF  
24 Bruner, Minder & Chandler, 1326 East 14th St., San Leandro  
25 State Compensation Ins Fund - Personal Service  
26 Fireman's Fund Ins. Co., 3333 California St., SF  
27 Industrial Indemnity Co., 350 Sansome St., SF  
28 Kevin Tucky, 777 No. First St., San Jose  
29 Aetna Casualty & Surety Co., 220 Montgomery St., SF  
30 Plant Rubber & Asbestos Co., c/o Fibreboard Paper Products Corp.,  
475 Brannan St., SF 19

ARM:mle



# STATE COMPENSATION INSURANCE FUND

EXECUTIVE OFFICES • 455 GOLDEN GATE AVENUE • SAN FRANCISCO 2

WILLIAM H. MOHRMAN  
W. A. THOMPSON  
W. C. MILLER  
T. SHAW-WOOD  
A. M. LEONARD, JR.

CHIEF CLERK  
ASST. CLERK  
CHIEF CLERK  
CHIEF CLERK  
CHIEF CLERK

RECEIVED  
FEB 21 1963  
INDUSTRIAL ACCIDENT  
COMMISSION  
SAN FRANCISCO OFFICE



DEPT. OF INDUSTRIAL RELATIONS  
DIVISION OF INDUSTRIAL ACCIDENTS  
FILED  
FEB 21 1963

LOS ANGELES  
SAN DIEGO  
SAN JOSE  
STOCKTON  
VENTURA

February 21, 1963

AO-1233  
Edward Meyer

Industrial Accident Commission  
455 Golden Gate Avenue, Room 2202  
San Francisco 2, California

Gentlemen:

Re: I.A.C. Claim No. 62 SF 199-141

Edward Meyer

vs Plant Rubber & Asbestos Co.,  
et al

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

- (x) Occupation.
- (x) Injury.
- (x) Insurance coverage.
- (x) Earnings.
- ( ) Lien.
- (x) Disability.
- (x) Apportionment.
- (x) Further medical treatment.
- (x) Past medical treatment.
- (x) Statute of limitations.

We expect the presentation of our evidence will require a minimum of one hour.

We have made disability payments as follows: none.

Very truly yours,  
*James J. Vonk*  
JAMES J. VONK  
Attorney

JJV:mer

See attached list for service

L-8

CREATED BY THE STATE OF CALIFORNIA TO FURNISH PROTECTION TO EMPLOYERS AT THE LOWEST POSSIBLE COST AND TO GUARANTEE TO THEIR EMPLOYEES THE BENEFITS OF THE WORKMEN'S COMPENSATION LAWS



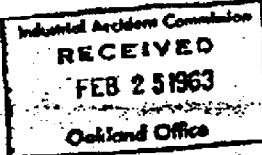
cc - Dept. of Employment, P.O. Box 1857, Oakland 4, California  
cc - Bruner, Minder & Chandler, 1326 East 14th St., San Leandro, Calif.  
cc - Plant Rubber & Asbestos Co., c/o Fibreboard Paper Products Corp.,  
475 Brannan St., San Francisco, Calif.  
cc - Western Asbestos, 675 Townsend Street, San Francisco  
cc - Dreisbach Box & Lumber Co., 2530 East 11th Street, Oakland, Calif.  
cc - The Philip Carey Mfg. Co., 2350 Ingalls Street, San Francisco, Calif.  
cc - Western Fiberglass Supply Co., 739 Bryant St., San Francisco, Calif.  
cc - Fiberglass Engineering & Supply Co., P.O. Box 89, Santa Clara, Calif.  
cc - Dutton Asbestos & Supply Co., 532 Natoma St., San Francisco 13, Calif.  
cc - Mundet Cork Corp., 7101 Tennelle Ave., North Berger, New Jersey  
cc - American Employers' Insurance Co., 1050 Russ Bldg., San Francisco 4  
cc - Pacific Employers Insurance Co., Attn: S. M. Hays  
244 Pine St., San Francisco 4  
cc - Industrial Indemnity Co., 350 Sansome St., San Francisco 6  
cc - The Aetna Insurance Company, and/or The Aetna Casualty & Surety Co.,  
Attn: R. E. Thies, Supt., 220 Montgomery St., San Francisco 6  
cc - Fireman's Fund Insurance Co., 3333 California St., San Francisco 4  
cc - Twohy & Wegner, 777 North First St., San Jose 12, Calif.  
cc - Mullen & Filippi, 315 Montgomery Street, San Francisco 4.  
cc - Brobeck, Phleger & Harrison, 111 Sutter St., San Francisco 4.  
cc - Industrial Accident Commission, 1111 Jackson Street, Room 3000,  
Oakland, Calif.



A. W. BRUNER 200-11000  
ROBERT MINDER  
STEPHEN M. CHANDLER  
LELAND W. BRUNER

LAW OFFICES OF  
BRUNER, MINDER & CHANDLER  
200 JUMA AVENUE  
SAN LEANDRO, CALIFORNIA

TELEPHONE  
200-0400



February 21, 1963

Industrial Accident Commission  
State Building  
1111 Jackson Street  
Oakland, California

Re: Edward Neyer  
Case No. 62 EP 199-141

Gentlemen:

I am enclosing original answer to interrogatories  
to applicant. Service of copies has been  
made upon the parties shown on the official  
address record.

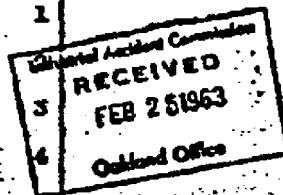
Very truly yours,

BRUNER, MINDER & CHANDLER

By   
Stephen M. Chandler

ENC: ev  
Enclosure





BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF  
CALIFORNIA

EDWARD MEYER,

Applicant.

No. 62 SF 199 141

vs.

ANSWER TO INTERROGATORIES  
TO APPLICANT

PLANT RUBBER & ASBESTOS  
COMPANY and EMPLOYERS GROUP,

Defendants.

1. Q. How long prior April 1, 1962, were you employed by  
the Plant Rubber & Asbestos Company?

A. I worked for Plant Rubber & Asbestos Works for  
four quarters in 1943 and the first quarter of 1944.

2. Q. Please state the precise nature of your duties  
while so employed?

A. I would mix the "mud" and then apply the mixture  
to pipes, lines, bailers, and so forth.

3. Q. Please state, as nearly as you can recall, the names  
and locations of each of your employers for the ten year period  
immediately preceding April 1, 1962.

A.

BEGAN EMPLOYMENT

TERMINATION OF  
EMPLOYMENT

EMPLOYER AND  
ADDRESS

March, 1951

September, 1953

Fiberglass Engineering  
& Supply Company  
P. O. Box 89  
Santa Clara, Calif.

LET OFFICE OF  
JAMES H. HUGHES  
& COMPANY  
340 CHASE AVENUE  
SAN FRANCISCO, CALIF.  
TEL. 404-7000



|    |                 |                 |                                                                                                  |
|----|-----------------|-----------------|--------------------------------------------------------------------------------------------------|
| 1  | September, 1953 | December, 1953  | Dutton Asbestos and Supply Company<br>532 Katoma Street<br>San Francisco, Calif.                 |
| 2  |                 |                 |                                                                                                  |
| 3  | December, 1953  | December, 1953  | F. M. Dreistach<br>Dreistach Box and Lumber Company<br>1030 - 23rd Avenue<br>Oakland, California |
| 4  |                 |                 |                                                                                                  |
| 5  |                 |                 |                                                                                                  |
| 6  | December, 1953  | June, 1956      | Dutton Asbestos and Supply Company<br>532 Katoma Street<br>San Francisco, Calif.                 |
| 7  |                 |                 |                                                                                                  |
| 8  |                 |                 |                                                                                                  |
| 9  | June, 1956      | September, 1957 | The Philip Carey Manufacturing Co.<br>Lockland<br>Cincinnati, Ohio                               |
| 10 |                 |                 |                                                                                                  |
| 11 | September, 1957 | June, 1961      | Plant Asbestos Co.<br>1300 - 64th Street<br>Emeryville, Calif.                                   |
| 12 |                 |                 |                                                                                                  |

14 4. Q. Have you ever filed a claim before the Industrial  
15 Accident Commission of the State of California or of any other  
16 state of the United States other than the within claim?

17 A. No.

18 5. Q. If your reply to interrogatory number four is yes,  
19 please state the date or dates and the state or states in which  
20 each such claim was filed.

21 A. Not applicable.

22 6. Q. If your reply to interrogatory number four is yes,  
23 please state the condition or conditions for which each such  
24 claim was filed.

25 A. Not applicable.

26 7. Q. If your reply to number four is yes, please state the  
27 name of the employer or employers for whom you were working at  
28 the time of each such alleged injury or injuries.

29 A. Not applicable.

30 8. Q. Have you ever consulted a doctor for any condition  
31 relating to your lungs or chest or respiratory system?

32 A. Yes.

THE OFFICE OF  
DONALD, WOODS  
& SHANLEY  
SAN FRANCISCO, CALIF.  
TEL. 442-1122



1 9. Q. If your reply to interrogatory number eight is  
2 yes, please state the name or names of such doctor or doctors,  
3 the approximate date or dates when you first consulted with them,  
4 and the name of the city in which each had his practice at the  
5 time you consulted with him.

6 A. This information submitted by letter dated  
7 February 13, 1963, to the Industrial Accident Commission and  
8 served on parties.

9 10. Q. Have you ever been hospitalized in connection with  
10 your heart, lungs, or respiratory system?

11 A. Yes.

12 11. Q. If your reply to interrogatory number 10 is yes,  
13 please state the name or names of such hospital or hospitals,  
14 and the locations.

15 A. Eden Hospital, 20103 Lake Chabot Road, Castro  
16 Valley, California, Providence Hospital, 30th and Webster,  
17 Oakland, California.

18 12. Q. Please state your date of birth.

19 A. April 8, 1915.

20 13. Q. At the time you quit work in April 1, 1962, to whom  
21 did you report that you were quitting?

22 A. I reported to my foreman BILL BAILEY that I was  
23 going to the hospital.

24 14. Q. At the time you quit work on April 1, 1962, did you  
25 tell any person in the employ of your employer the reason why  
26 you were quitting?

27 A. Yes.

28 15. Q. If your reply to interrogatory number fourteen  
29 is yes, please state the name or names of such person or persons,  
30 if you know, and if you don't know their names, please state  
31 their positions.

32 A. My wife told CARL O. JUST, Vice President of Plant

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Asbestos Co., and SAMUEL KLOPSTOCK, Estimator for the same  
company, in the hospital corridor at Eden Hospital that I  
had asbestosis. This took place around the first part of  
April, 1962, when I was in the hospital for a chest operation.

*Edward Meyer*  
EDWARD MEYER

Subscribed and sworn to before me  
this 21st day of February, 1963.

*Claire Simpson*  
CLAIRE SIMPSON  
Notary Public in and for said  
County and State

THE OFFICE OF  
CLARENCE, BROWN  
& COMPANY  
ONE STATE STREET  
NEW BEDFORD, MASS.  
TEL. 444-0100



# STATE COMPENSATION INSURANCE FUND

455 GOLDEN GATE AVENUE - SAN FRANCISCO 1

RECEIVED  
FEB 25 1963

WILLIAM H. HARRIS  
CH. A. TOLSON  
R. E. BELMONT  
J. EDGAR HOOVER  
A. M. LADD

Special Agent  
Asst. Dir. of Inv.  
Director of Ident.  
Chief of Bureau  
Adm. Serv. Div.

Oakland Office

FILED  
FEB 25 1963

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 10/1/83 BY 60322 UCBAW

February 21, 1963

Industrial Accident Commission  
455 Golden Gate Avenue, Room 2203  
San Francisco 2, California

AG-1233  
Edward Meyer

Gentlemen:

Re: I.A.C. Claim No. 62 SF 199-141

Edward Meyer

vs Plant Rubber & Asbestos Co.,  
et al

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

- |                         |                                |
|-------------------------|--------------------------------|
| (x) Occupation.         | (x) Disability.                |
| (x) Injury.             | (x) Apportionment.             |
| (x) Insurance coverage. | (x) Further medical treatment. |
| (x) Earnings.           | (x) Past medical treatment.    |
| ( ) Lien.               | (x) Statute of Limitations.    |

We expect the presentation of our evidence will require a minimum of one hour.

We have made disability payments as follows: none.

Very truly yours,

JAMES J. YORK  
Attorney

JJY:m

See attached list for service

L-8

CREATED BY THE STATE OF CALIFORNIA TO PROVIDE PROTECTION TO EMPLOYERS AT THE LOWEST POSSIBLE COST AND TO GUARANTEE TO THEIR EMPLOYEES THE BENEFITS OF THE WORKMEN'S COMPENSATION LAWS

58



cc - Dept. of Employment, P.O. Box 1857, Oakland 4, California  
cc - Bruner, Minder & Chandler, 1326 East 14th St., San Leandro, Calif.  
cc - Plant Rubber & Asbestos Co., c/o Fibreboard Paper Products Corp.,  
475 Brannan St., San Francisco, Calif.  
cc - Western Asbestos, 675 Townsend Street, San Francisco  
cc - Dreisbach Box & Lumber Co., 2530 East 11th Street, Oakland, Calif.  
cc - The Philip Carey Mfg. Co., 2350 Ingalls Street, San Francisco, Calif.  
cc - Western Fiberglass Supply Co., 739 Bryant St., San Francisco, Calif.  
cc - Fiberglass Engineering & Supply Co., P.O. Box 89, Santa Clara, Calif.  
cc - Dutton Asbestos & Supply Co., 532 Natoma St., San Francisco 13, Calif.  
cc - Mundet Cork Corp., 7101 Tennelle Ave., North Berger, New Jersey  
cc - American Employers' Insurance Co., 1050 Russ Bldg., San Francisco 4  
cc - Pacific Employers Insurance Co., Attn: S. W. Hays  
244 Pine St., San Francisco 4  
cc - Industrial Indemnity Co., 350 Sansome St., San Francisco 6  
cc - The Aetna Insurance Company, and/or The Aetna Casualty & Surety Co.,  
Attn: R. E. Thies, Supt., 220 Montgomery St., San Francisco 6  
cc - Fireman's Fund Insurance Co., 3333 California St., San Francisco 4  
cc - Twoby & Wegner, 777 North First St., San Jose 12, Calif.  
cc - Mullen & Filippi, 315 Montgomery Street, San Francisco 4.  
cc - Brobeck, Phleger & Harrison, 111 Sutter St., San Francisco 4.  
cc - Industrial Accident Commission, 1111 Jackson Street, Room 3000,  
Oakland, Calif.



1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

2 CLAIM NO. 62 SP 100-141

3  
4 EDWARD MEYER,

5 Applicant,

ORDER JOINING PARTY  
DEPENDANT

6 vs.

7 PLANT RUBBER & ASBESTOS CO., VAN  
8 ARSDALE-HARRIS LUMBER CO., et al,  
9 and EMPLOYERS INS. CO., STATE  
10 COMPENSATION INSURANCE FUND, et al,  
11 and INDUSTRIAL INDEMNITY COMPANY,

12 Defendants.

FILED

FEB 26 1963

DATE

*Allen*

BY

13 GOOD CAUSE APPEARING THEREFOR:

14 IT IS ORDERED that INDUSTRIAL INDEMNITY COMPANY as the  
15 insurance carrier for CHARLES AYRES COMPANY be and it hereby is  
16 joined as a party defendant in the above entitled cause.

17 A. H. NELSON, Referee  
18 INDUSTRIAL ACCIDENT COMMISSION

19 FEB 26 1963

Filed and served on:

20 Industrial Indemnity Co., 350 Sansome St., SF  
21 Charles Ayres Co., 374 Brannan St., SF  
22 Bruner, Ninder & Chandler, 1326 East 14th St., San Leandro  
23 Kevin Twoby, 777 North 1st St., San Jose  
24 Fireman's Fund Ins. Co., 3333 California St., SF

25  
26  
27  
28  
29  
30  
ANN:mim



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

EDWARD MEYER,

Applicant

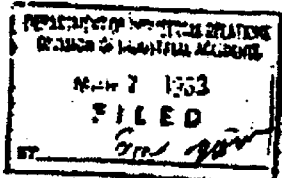
vs.

PLANT RUBBER & ASEESTOS WORKS,  
VANARSDALE - HARRIS LUMBER COMPANY,  
INC., L. J. KUPPS, WESTERN ASEESTOS,  
BAY CITIES ASEESTOS COMPANY, LTD.,  
SILICAIR INSULATION COMPANY, WESTERN  
FIBERGLASS SUPPLY COMPANY, FIBERGLASS  
ENGINEERING & SUPPLY COMPANY, CHARLES  
AYRES COMPANY, DUTTON ASEESTOS & SUPPLY  
COMPANY, THE PHILIP CAREY MANUFACTURING  
COMPANY, PLANT ASEESTOS COMPANY,  
STATE COMPENSATION INSURANCE FUND,  
INDUSTRIAL INDEMNITY EXCHANGE,  
INDUSTRIAL INDEMNITY COMPANY, AETHA  
CASUALTY & SURETY COMPANY, FIREMAN'S  
FUND INSURANCE COMPANY, AMERICAN  
EMPLOYERS INSURANCE COMPANY, GENERAL  
ACCIDENT, FIRE & LIFE INSURANCE COMPANY,  
and CALIFORNIA CASUALTY INDEMNITY EXCHANGE,

Defendants

NO. 62 SP 199-141

MINUTES OF HEARING  
(ORIGINAL)



PLACE & TIME: Oakland, California, February 28, 1963, 9:00 a.m.

REFEREE: NELSON  
REPORTER: MORAPKA

GOOD CAUSE APPEARING THEREFOR, IT IS ORDERED that GENERAL ACCIDENT, FIRE & LIFE INSURANCE COMPANY be and it is hereby joined as an additional party defendant and as the carrier for the PHILIP CAREY MANUFACTURING COMPANY for the years 1956 and 1957, both years inclusive.

GOOD CAUSE APPEARING THEREFOR, IT IS ORDERED that CALIFORNIA CASUALTY INDEMNITY EXCHANGE be and it is hereby joined as an additional party defendant as the insurer for DUTTON ASEESTOS & SUPPLY COMPANY.

GOOD CAUSE APPEARING THEREFOR, IT IS ORDERED that the MUNDET CORK CORPORATION and F. M. DREISEBACH, doing business as DREISEBACH BOX & LUMBER COMPANY, together with the insurer for Mundet, AETHA CASUALTY & SURETY COMPANY, insofar as it was on that risk, be and they are hereby dismissed as parties defendant herein.

DISPOSITION: The matter will stand continued to be reset on the first available date after notice at Oakland, California, allowing one and a half days.

45 pp

2/28/63



**APPEARANCES:**

Applicant present, represented by Bruner, Minder & Chandler; Stephen M. Chandler, Esq., appearing.

Plant Rubber & Asbestos Company by Brobeck, Fuleger & Harrison; Elbert Bennett, Esq., appearing.

State Compensation Insurance Fund by James J. Vonk, Esq.

Industrial Indemnity Company, Industrial Indemnity Exchange and American Employers Insurance Company by Kevin R. Tuohy, Esq.

Aetna Casualty & Surety Company by Sedgwick, Detert, Moran & Arnold; Edward L. Beggs, Esq., appearing.

Pacific Employers Insurance Company by Mullen & Filippi; William J. O'Neil, Jr., Esq., appearing.

**WITNESS:**

Edward Meyer

**EXHIBITS:**

- Applicant's 1 - Social Security records, withdrawn by counsel for applicant for copy, service and return.
- Applicant's 2 - Report of Dr. Christiansen, 11/29/62.
- Applicant's 3 - Tissue Report, Dr. Dickerman, and report of Dr. Coate, 2/10/62.
- Applicant's 4 - Report of Dr. Mickenman, 11/27/62.
- Applicant's 5 - Report of Dr. Adams, 12/8/62.
- Applicant's 6 - Hospital Service Report - Blue Cross.
- Applicant's 7 - Bill of Doctor's Hospital of San Leandro.
- Applicant's 8 - Report of Dr. Hardy, 12/4/62.
- State Fund's A - Letter from Van Arsdale-Harris Lumber Co., Inc., 2/25/63, with attached payroll reports.
- State Fund's B - Wage statement, Western Asbestos Co.

**STIPULATIONS:**

Plant Rubber & Asbestos Works was self-insured in 1943 and 1944.

State Compensation Insurance Fund was the workmen's compensation insurance carrier for Van Arsdale-Harris Lumber Co., Inc., in the year 1944 and in the year 1949.

State Compensation Insurance Fund was the workmen's compensation insurance carrier for Western Asbestos Co., in 1945, 1946, 1947, and 1948.

Aetna Casualty & Surety Company was the workmen's compensation insurance carrier for Mundet Cork Corporation in the years 1947 and 1948.

Aetna Casualty & Surety Company was the workmen's compensation insurance carrier for Fiberglass Engineering & Supply Company for the years 1950, 1951, 1952, and 1953.



STIPULATIONS:

Industrial Indemnity Company was the workmen's compensation insurance carrier for Charles Ayres Company for the period 1/1/50 through 1/1/51, and again through 1952.

Industrial Indemnity Company was the workmen's compensation insurance carrier for Plant Asbestos Company for the years 1957, 1958, 1959, 1960, and 1961. Through the balance of applicant's period of employment, the insurance carrier for Plant Asbestos Company was the American Employers Insurance Company.

Industrial Indemnity Company was the workmen's compensation insurance carrier for Western Fiberglass Supply Company for the period 8/9/50 to 8/9/51; Industrial Indemnity Exchange for the period 8/9/45 to 8/9/50.

The application is amended to show applicant's last day of employment with Plant Asbestos Company to have been March 21, 1962.

ISSUES:

Except as stipulated to in reference to coverage, State Compensation Insurance Fund places all of the material facts at issue, including occupation, industrial injury, earnings, disability, further medical treatment, medical liability, and the affirmative defense of the statute of limitations.

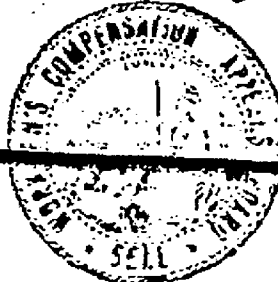
Industrial Indemnity Company, American Employers Insurance Company and Aetna Casualty & Surety Company join issue in respect to all of the material facts, except as stipulated to in reference to coverage, and the affirmative defenses of the statute of limitations, prejudice through lack of notice, laches, and lien of Department of Employment.

Plant Rubber & Asbestos Works joins issue in respect to all of the material facts, except as stipulated to in reference to coverage, and the affirmative defenses of the statute of limitations, prejudice through lack of notice, and jurisdiction of the Commission.

ADDITIONAL STIPULATION:

Industrial Indemnity Company was the workmen's compensation insurance carrier for Bay Cities Asbestos Company, Ltd., in the years 1946, 1947 and 1948.

3-8-63: Served all insurance companies attorneys of record. mlu  
Plant Rubber & Asbestos Co. -3-



A. W. BRUNER  
GORDON MINDER  
STEPHEN M. CHANDLER

LAW OFFICES OF  
BRUNER, MINDER & CHANDLER  
BEST BUILDING  
1320 S. 14TH STREET  
SAN LEANDRO, CALIFORNIA  
December 27, 1962

*Relax*  
TELEPHONE  
NEPTUNE 2-0189

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JAN - 2 1963  
INDUSTRIAL ACCIDENT  
COMMISSION  
SAN FRANCISCO OFFICE

*App 4/4 #1*

Industrial Accident Commission  
State Building Annex  
455 Golden Gate Avenue  
Room 2202  
San Francisco, California

Re: Edward Meyer v. Plant Rubber and Asbestos  
Company, et al.  
IAC Claim No. 62 SF 199-141

Gentlemen:

Please find enclosed original of the Social Security  
record relating to the periods of employment of the  
above referenced claimant.

Very truly yours,

BRUNER, MINDER & CHANDLER

By

*Stephen M. Chandler*  
Stephen M. Chandler

SNC:cls  
Encl.

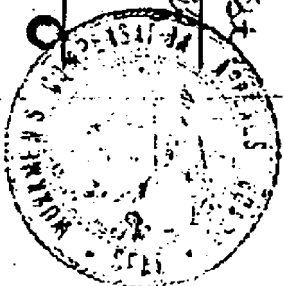


Account No. 555-02-1046

Edward Meyer

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☐ 12

37 Dec 61

[illegible][illegible]

Form 1042-100 (12-79)  
**TRANSCRIPT OF EARNINGS RECORD**  
 TO: DIRECTOR, OFFICE

☐ FOR E.D. INVESTIGATION Date:   
☐ Year termination of   
 (1)

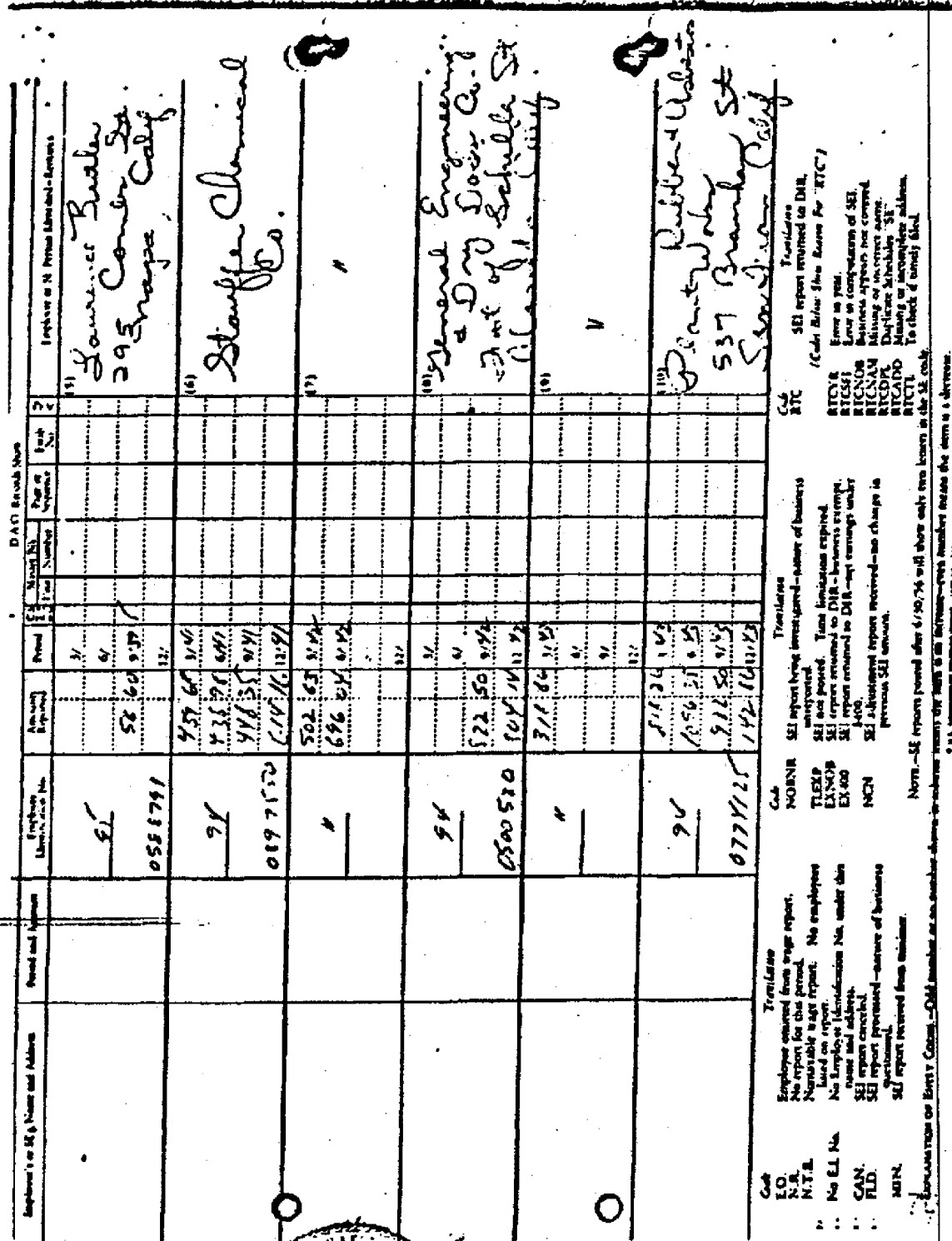
Account No. **558-07-1046**

Name **Admiral O. J. Perry**

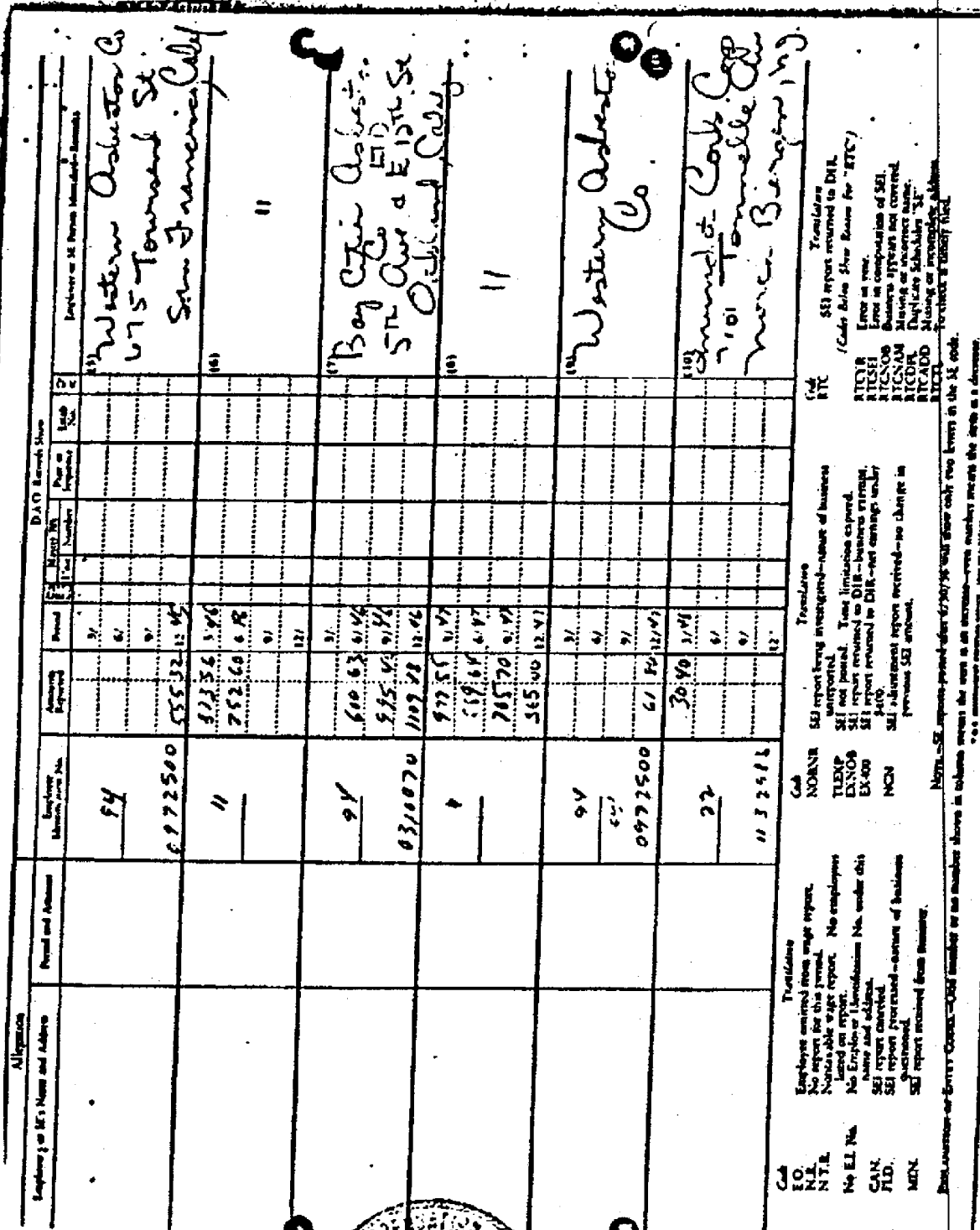
Attribution to war status:  
☐ Yes ☐ No ☐ Not indicated - civilian

| Total<br>Reported<br>Total | All Years |      |      |      |      |      |      |      |      |      |      |      |
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|                            | 1947      | 1948 | 1949 | 1950 | 1951 | 1952 | 1953 | 1954 | 1955 | 1956 | 1957 | 1958 |
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1979 **Scouting E.L.**

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Form OAB - (Rev. 11-74)  
**TRANSCRIPT OF EARNINGS RECORD**  
 TO DISTRICT OFFICE

☐ FOR E/D INVESTIGATION Date 11-1-78  
☐ Total Information of

Account No. 558-07-1046

Name Edward Morgan

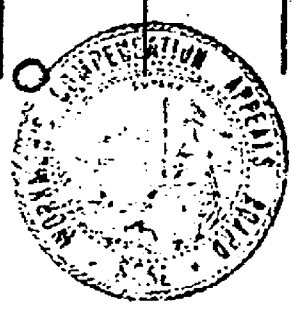
Residence in New York -  
☐ Yes ☐ No ☐ Not asked and not known

| Total     |             | Total (Information of) |             | Scrambled E.E. |             |
|-----------|-------------|------------------------|-------------|----------------|-------------|
| Received  | Transmitted | Received               | Transmitted | Received       | Transmitted |
| 1946      | 1947        | 1946                   | 1947        | 1946           | 1947        |
| All Years |             |                        |             |                |             |
| 1946      | 1947        | 1946                   | 1947        | 1946           | 1947        |
| 1948      | 1949        | 1948                   | 1949        | 1948           | 1949        |
| 1950      | 1951        | 1950                   | 1951        | 1950           | 1951        |
| 1952      | 1953        | 1952                   | 1953        | 1952           | 1953        |
| 1954      | 1955        | 1954                   | 1955        | 1954           | 1955        |
| 1956      | 1957        | 1956                   | 1957        | 1956           | 1957        |
| 1958      | 1959        | 1958                   | 1959        | 1958           | 1959        |
| 1960      | 1961        | 1960                   | 1961        | 1960           | 1961        |
| 1962      | 1963        | 1962                   | 1963        | 1962           | 1963        |
| 1964      | 1965        | 1964                   | 1965        | 1964           | 1965        |
| 1966      | 1967        | 1966                   | 1967        | 1966           | 1967        |
| 1968      | 1969        | 1968                   | 1969        | 1968           | 1969        |
| 1970      | 1971        | 1970                   | 1971        | 1970           | 1971        |
| 1972      | 1973        | 1972                   | 1973        | 1972           | 1973        |
| 1974      | 1975        | 1974                   | 1975        | 1974           | 1975        |
| 1976      | 1977        | 1976                   | 1977        | 1976           | 1977        |
| 1978      | 1979        | 1978                   | 1979        | 1978           | 1979        |
| 1980      | 1981        | 1980                   | 1981        | 1980           | 1981        |
| 1982      | 1983        | 1982                   | 1983        | 1982           | 1983        |
| 1984      | 1985        | 1984                   | 1985        | 1984           | 1985        |
| 1986      | 1987        | 1986                   | 1987        | 1986           | 1987        |
| 1988      | 1989        | 1988                   | 1989        | 1988           | 1989        |
| 1990      | 1991        | 1990                   | 1991        | 1990           | 1991        |
| 1992      | 1993        | 1992                   | 1993        | 1992           | 1993        |
| 1994      | 1995        | 1994                   | 1995        | 1994           | 1995        |
| 1996      | 1997        | 1996                   | 1997        | 1996           | 1997        |
| 1998      | 1999        | 1998                   | 1999        | 1998           | 1999        |
| 2000      | 2001        | 2000                   | 2001        | 2000           | 2001        |
| 2002      | 2003        | 2002                   | 2003        | 2002           | 2003        |
| 2004      | 2005        | 2004                   | 2005        | 2004           | 2005        |
| 2006      | 2007        | 2006                   | 2007        | 2006           | 2007        |
| 2008      | 2009        | 2008                   | 2009        | 2008           | 2009        |
| 2010      | 2011        | 2010                   | 2011        | 2010           | 2011        |
| 2012      | 2013        | 2012                   | 2013        | 2012           | 2013        |
| 2014      | 2015        | 2014                   | 2015        | 2014           | 2015        |
| 2016      | 2017        | 2016                   | 2017        | 2016           | 2017        |
| 2018      | 2019        | 2018                   | 2019        | 2018           | 2019        |
| 2020      | 2021        | 2020                   | 2021        | 2020           | 2021        |
| 2022      | 2023        | 2022                   | 2023        | 2022           | 2023        |
| 2024      | 2025        | 2024                   | 2025        | 2024           | 2025        |
| 2026      | 2027        | 2026                   | 2027        | 2026           | 2027        |
| 2028      | 2029        | 2028                   | 2029        | 2028           | 2029        |
| 2030      | 2031        | 2030                   | 2031        | 2030           | 2031        |
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| 2340      | 2341        | 2340                   | 2341        | 2340           | 2341        |
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| 2348      | 2349        | 2348                   | 2349        | 2348           | 2349        |
| 2350      | 2351        | 2350                   | 2351        | 2350           | 2351        |
| 2352      | 2353        | 2352                   | 2353        | 2352           | 2353        |
| 2354      | 2355        | 2354                   | 2355        | 2354           | 2355        |
| 2356      | 2357        | 2356                   | 2357        | 2356           | 2357        |
| 2358      | 2359        | 2358                   | 2359        | 2358           | 2359        |
| 2360      | 2361        | 236                    |             |                |             |

| Allergies                           |                   | D-13 Search Sheet   |                    |                 |                 |                 |                 |                 |                 |                 |                 |
|-------------------------------------|-------------------|---------------------|--------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Employee's or SE's Name and Address | Period and Amount | First-yr<br>Last-yr | Amount<br>Reported | Period<br>(1st) | Amount<br>(1st) | Period<br>(2nd) | Amount<br>(2nd) | Period<br>(3rd) | Amount<br>(3rd) | Period<br>(4th) | Amount<br>(4th) |
|                                     |                   | 94                  |                    | 3/              |                 | 4/              |                 | 5/              |                 | 6/              |                 |
|                                     |                   | 0439156             | 6141051            | 05              | 6236            | 0037            |                 |                 |                 |                 |                 |
|                                     |                   | 94                  | 1512.50            | 3/51            |                 |                 |                 |                 |                 |                 |                 |
|                                     |                   |                     | 1632.33            | 6/51            |                 |                 |                 |                 |                 |                 |                 |
|                                     |                   | 1229093             | 409124.51          |                 |                 |                 |                 |                 |                 |                 |                 |
|                                     |                   |                     | 1166.40            | 1/51            |                 |                 |                 |                 |                 |                 |                 |
|                                     |                   |                     | 1536.80            | 4/51            |                 |                 |                 |                 |                 |                 |                 |
|                                     |                   |                     | 976.60             | 9/51            |                 |                 |                 |                 |                 |                 |                 |
|                                     |                   |                     |                    | 12/             |                 |                 |                 |                 |                 |                 |                 |
|                                     |                   |                     | 1652.94            | 1/56            |                 |                 |                 |                 |                 |                 |                 |
|                                     |                   | "                   | 1370.00            | 4/56            | 02              | 2017            | 9.067           |                 |                 |                 |                 |
|                                     |                   |                     |                    | 9/              |                 |                 |                 |                 |                 |                 |                 |
|                                     |                   |                     |                    | 12/             |                 |                 |                 |                 |                 |                 |                 |
|                                     |                   | 31                  | 72.60              | 6/56            |                 |                 |                 |                 |                 |                 |                 |
|                                     |                   |                     | 1250.81            | 8/56            |                 |                 |                 |                 |                 |                 |                 |
|                                     |                   | 0232612             | 1517.69            | 2/              |                 |                 |                 |                 |                 |                 |                 |
|                                     |                   |                     | 1663.50            | 1/57            |                 |                 |                 |                 |                 |                 |                 |
|                                     |                   | "                   | 1621.50            | 6/57            |                 |                 |                 |                 |                 |                 |                 |
|                                     |                   |                     | 84.60              | 9/57            | 65              | 14.13           | 0168            |                 |                 |                 |                 |
|                                     |                   |                     |                    | 12/             |                 |                 |                 |                 |                 |                 |                 |

F.M. Drinbach  
Drinbach Ave 2nd Ave  
Chickadee, 23rd Ave  
Dutton Oyster &  
Supply Co.

Trifur Phillips Case  
Lorand (15)



Employee's or SE's Name and Address  
Period and Amount  
First-yr  
Last-yr  
Amount  
Reported  
Period  
(1st)  
Amount  
(1st)  
Period  
(2nd)  
Amount  
(2nd)  
Period  
(3rd)  
Amount  
(3rd)  
Period  
(4th)  
Amount  
(4th)

NOTE: -SE report period after 4/10/54 will show only two years in the SE table.  
NOTE: -SE report period after 4/10/54 will show only two years in the SE table.  
NOTE: -SE report period after 4/10/54 will show only two years in the SE table.

TRANSCRIPT OF EARNINGS RECORD  
TO DISTRICT OFFICE

ACCOUNT NO. 558-07-1076

Ms. Edmund Manning

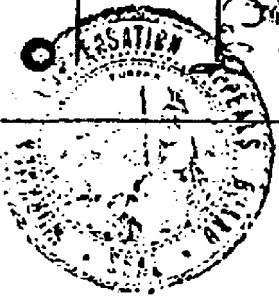
☐ Yes ☐ No ☐ Not indicated - certain

| Year | Total<br>Retail<br>Total | All Years |
|------|--------------------------|-----------|
| 1965 |                          |           |
| 1967 |                          |           |
| 1968 |                          |           |
| 1969 |                          |           |
| 1970 |                          |           |
| 1971 |                          |           |
| 1972 |                          |           |
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| 1974 |                          |           |
| 1975 |                          |           |
| 1976 |                          |           |
| 1977 |                          |           |
| 1978 |                          |           |

|                | Sponsoring E.E. -<br>Name, address, and<br>reporting period of<br>latest reporting EE |
|----------------|---------------------------------------------------------------------------------------|
| 1979           | Raymond C.<br>EES-Nations and<br>alliance                                             |
| 1980           |                                                                                       |
| 1981           |                                                                                       |
| 1982           |                                                                                       |
| 1983           |                                                                                       |
| Post handling: |                                                                                       |
| Dagmar         |                                                                                       |
| Informational  |                                                                                       |
| 1984 Reported  |                                                                                       |

[illegible]

Plant Collector Co.  
1300 - 64th St.  
Emmerville (87)

[illegible]



F. V. STAMPELL, M.D.

C. M. CHRISTIANSEN, M.D.

20100 LAKE CHABOT ROAD  
CASTRO VALLEY, CALIFORNIA

November 29, 1962

Bruner, Minder & Chandler  
Attorneys at Law  
Best Building  
1326 East 14th Street  
San Leandro, California

Re: Edward Meyer.

Gentlemen:

This letter acknowledges receipt of your letter dated November 26, 1962, requesting information concerning Edward Meyer, as well as receipt of the patient's signed authorization for release of medical information.

You have requested information concerning clinical findings, treatment, and prognosis in regard to his diagnosis of asbestosis. It was not for the diagnosis of asbestosis that Mr. Meyer was referred to us for treatment. This was an incidental, although significant finding. The disease for which Mr. Meyer received extensive Cobalt 60 radiation therapy was a carcinoma of the upper lobe of his right lung with extensive metastatic disease involving mediastinal nodes. This diagnosis was established at the time of an exploratory right thoracotomy on April 5, 1962, at which time it was found that the carcinoma involving the upper mediastinum was not surgically resectable. At the same time, the diagnosis of asbestosis was established by biopsies of granular and nodular lesions in the right lung.

For more detailed information concerning the patient's diagnosis of asbestosis, I would suggest that you contact the patient's referring physicians, Dr. Kenneth Hardy and Dr. George Stephens, both of Hayward, and Dr. Robert Adams of San Leandro.

At the time of Mr. Meyer's most recent followup visit to our office, he was extremely short of breath. This is most probably the result of the effects of both diseases, namely bronchogenic carcinoma and asbestosis. It is also reasonable to assume that this has been aggravated somewhat by the extensive radiation therapy given for treatment of the carcinoma in his mediastinum. It is my opinion that the patient's disability at this time is so severe that it is doubtful that he will ever be able to resume useful employment in his previous occupation.

Very truly yours,

*C. M. Christiansen*  
C.M. CHRISTIANSEN, M.D.

CNC:lc



# TISSUE REPORT

|                |            |          |          |           |
|----------------|------------|----------|----------|-----------|
| NAME           | First Name | Initials | Room No. | Ext. No.  |
| MEYER, Edward  |            |          | 4D       | 06064     |
| Address        | City       | State    | Date     | File No.  |
| Hardy/R. Adams |            |          | 4/11/62  | DS 62-400 |

## Overall Diagnosis

Mediastinal tumor.

## Microscopic Examination

PART I: Specimen consists of two wedge shaped pieces of lung tissue, 2.5 and 1.0 cm. in greatest diameter, partially surfaced by glistening white pleura. In each specimen, there is a poorly defined nodular area of firm, white tumor, in which are irregular anthracotic areas. Also included is an ovoid nodular mass of tissue, 1.0 cm. in diameter, which has a granular, firm, pinkish-white cut surface. Frozen sections have been taken and are embedded in capsule 1. (3 sections, capsule 2).

PART II: Specimen consists of a wedge shaped piece of pinkish-gray lung tissue, 2.0 x 0.8 x 0.6 cm., partially surfaced by translucent pinkish-gray pleura. Cut surface is mottled pinkish-gray and mildly consolidated. (Frozen sections in capsule 3) (Two sections, capsule #4).

## Microscopic Examination

PART I: The sections of the lung show extensive replacement by tumor. The tumor is anaplastic, filled with hyperchromatic nuclei and rather scanty cytoplasm. They tend to occur in large nests surrounded by fibrous connective tissue and within this connective tissue, there is moderate lymphoid infiltrate. The tumor appears to penetrate into lymphatics in several areas. There is moderate mitotic activity present. The mediastinal node has replacement by similar tumor. The lung, in addition, shows one area of dense fibrosis with central apparently healed caseous inflammation. No organisms are seen. There is no inflammatory response persistent. Within the area of the dense fibrosis, there is some increase in carbon pigment and a few asbestos bodies can be seen.

## Pathological Diagnosis

Bronchogenic carcinoma, poorly differentiated (Ocell type) lung and mediastinal lymph nodes.  
Asbestosis, lungs.

The sections from lung in areas uninvolved by tumor show some fibrosis and a rare asbestos particle, associated with fibrosis and some lymphoid infiltrate. Various authors have postulated a causal relationship between asbestosis and carcinoma of the lung.

R. C. Dickenson, M.D. /hs



J. D. COATE, M. D.  
RADIATION  
2424 SHIMMERT STREET  
SAN LEANDRO 8, CALIFORNIA  
Telephone: 434-0000-0007

February 10, 1962

Patient: Meyer, Edward

Act 46

22772

Address: 1250 Wainwright Ave., San Leandro

Physician: Asbestos Workers Survey

Single PA film of the chest again shows considerable bilateral thickening of the bronchovascular shadows in both lower lobes as described on previous examination 4-22-61. There also seems to be a rather prominent soft tissue shadow protruding from the right side of the mediastinum at the level of the aortic arch. This may be vascular and should be checked by further studies.

#### CONCLUSIONS

The changes in both lower lobes which strongly suggest pulmonary occupational disease.

Questionable soft tissue shadow in the right side of the mediastinum.

J. D. Coate, M. D.

JDC:mc



PRACTICES LIMITED TO  
PATHOLOGIC ANATOMY  
AND CLINICAL PATHOLOGY

R. C. DICKENMAN, M.D.  
3115 LEAVENWORTH  
SAN FRANCISCO 18, CALIFORNIA

TELEPHONE  
DOUGLAS 5-0550

*Ch Ehty*

November 27, 1962

Mr. Stephen M. Chandler  
Bruner, Minder & Chandler  
Rest Building  
1326 East 14th Street  
San Leandro, California

Dear Mr. Chandler:

Since receiving your letter of November 23, I have reviewed the pathologic material on patient Edward Meyer, on whom I had studied a lung biopsy and a mediastinal biopsy in April, 1962. At that time the lung tissue and the lymph nodes from the mediastinum showed a poorly differentiated, oat cell, bronchogenic carcinoma. In addition, the lung showed asbestosis. From the material examined, I would feel that the prognosis of this patient is extremely poor, as the cancer of the lung was a poorly differentiated one, and the usual survival for such a lesion is less than one year of life.

Asbestosis has been known to be associated with carcinoma of the lung since approximately 1915, when this association was first reported. Since that time, there have been a number of publications on the increased instance of cancer of the lung in patients with asbestosis. References covering this subject are:

- 1) Lynch, K. M., and Smith, W. A. Pulmonary Asbestosis:  
A Report of Bronchial Carcinoma and Epithelial Metaplasia.  
Am. J. Cancer 36: 547-573, 1939.
- 2) Holleb, H. B., and Angrist, A. .  
Am. J. Path. 18: 123, 1942.
- 3) Cureton, R. J. K.  
Brit. J. Cancer 2: 249, 1948.
- 4) Hueper, W. C. Environmental and Occupational Cancer.  
Public Health Rep., Supp. 209, 1948.

Asbestosis is the one pneumoconiosis which is associated with increased instance of cancer. The instance of cancer of the lung is much higher in patients who have asbestosis, and the cancer usually occurs at a somewhat earlier age than would be expected. The underlying disease of asbestosis is one produced from contact with asbestos; the principal etiologic agent appears to be magnesium silicate. The contact is



PRACTICE LIMITED TO  
PATHOLOGIC ANATOMY  
AND CLINICAL PATHOLOGY

TELEPHONE  
DOUGLAS 2-0500

R. C. DICKENMAN, M.D.  
3112 LEAVENWORTH  
SAN FRANCISCO 11, CALIFORNIA

Mr. Stephen M. Chandler  
Page 2  
November 27, 1962

usually in association with work, either working in an asbestos industry or working with asbestos products--for example, pipe fitters. The asbestosis alone causes moderate chronic inflammation of the lungs, leading to disability from involvement of the lungs. The superimposed cancer, such as is seen in the present case, almost invariably leads to fatal outcome. I would feel in the present case that there is an etiologic association of the asbestosis and the carcinoma.

I hope that this information has been of value to you, and if I can be of any further assistance, please feel free to contact me.

Yours sincerely,

*R.C. Dickerman*  
R. C. Dickerman, M.D.  
Pathologist

RCD:ms



BURTON E. ADAMS, M. D.  
ROBERT M. ADAMS, M. D.  
1900 SANCROFT AVENUE  
SAN LEANDRO, CALIFORNIA  
NEPHRO 2-8118  
PRACTICE LIMITED TO SURGERY

December 8, 1962

*Opp. Ed. H. T.*

Stephen M. Chandler  
1326 E. 14th Street  
Best Building  
San Leandro, California

Re: Mr. Edward Meyer

Dear Steve:

I have held this report up, as you notice, trying to work it out with Dr. Kenneth Hardy, the thoracic surgeon who performed Eddy's thoracotomy. Mr. Meyer's real disability is a carcinoma of the lung which is inoperable and, for which he has received extensive cobalt therapy without a good deal of improvement. He has extensive asbestosis of the lung, and it is Dr. Hardy's firm opinion, voiced to me, that this is a possible precursor or cause of the carcinoma. He feels that the two lesions are closely related and has offered to appear in the Industrial Accident Hearing to state this. This, alone, would be disabling; however, Mr. Meyer has, in addition, developed a good deal of constipation with bowel change, consistent with a non-specific colitis which, too, has been disabling. I feel that this is directly the result of the psychic tensions that have arisen from his chest disease.

I feel that Mr. Meyer is permanently disabled, mainly because of his inoperable carcinoma of the lung, of which he has full knowledge. I feel, also, that this lesion is directly connected with the asbestosis he developed as a result of his employment.

Very truly yours,

*R. M. Adams*  
Robert M. Adams, M. D.

RMA/jn



# HOSPITAL SERVICE REPORT

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                    |  |                                            |  |                                          |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------|--|--------------------------------------------|--|------------------------------------------|--|
| HOSPITAL NAME<br><b>Doctors Hospital</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | NO.<br><b>8-86</b>                                                                 |  | HOSPITAL SERVICE OF CALIFORNIA             |  | IDENTIFICATION NO.<br><b>558 07 1046</b> |  |
| HOSPITAL LOCATION (STATE ONLY)<br><b>San Leandro, Calif.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | SUBSCRIBER'S NAME (AS SHOWN ON IDENTIFICATION CARD)<br><b>Edward Moyer</b>         |  | PATIENT'S OCCUPATION<br><b>Asb. Worker</b> |  | DATE OF BIRTH<br><b>2-8-1915</b>         |  |
| PATIENT'S NAME (LAST-FIRST-MIDDLE)<br><b>Moyer, Edward</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | SEX<br><input checked="" type="checkbox"/> MALE<br><input type="checkbox"/> FEMALE |  | RELATIONSHIP TO SUBSCRIBER<br><b>Self</b>  |  | GROUP NO.<br><b>24001</b>                |  |
| PATIENT'S ADDRESS<br><b>1250 Wainwright Ave., San Leandro, Calif.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | GROUP NAME<br><b>Plant Asbestos Co.</b>                                            |  | ADMISSION DATE<br><b>4-10-62</b>           |  | ADMISSION TIME<br><b>11:05</b>           |  |
| ADMITTING DIAGNOSIS ON CHIEF COMPLAINT<br><b>Mediastinal mass</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | IF PREGNANT, EXPECTED DELIV. DATE                                                  |  | IF BIRTH, GIVE DATE & TIME                 |  | DATE OF DEATH<br><b>4-11-62</b>          |  |
| CONTEMPLATED OPERATION OR MEDICAL TREATMENT DURING THIS ADMISSION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | IF BIRTH, GIVE DATE & TIME                                                         |  | DATE OF DEATH                              |  | DATE OF DEATH                            |  |
| SIGNATURE OF ADMITTING OFFICER<br><b>D. McCarthy</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | NAME OF ADMITTING PHYSICIAN<br><b>K. Hardy</b>                                     |  | PRIVATE CLINIC                             |  | DATE OF DEATH                            |  |
| <p>AUTHORIZE HOSPITAL SERVICE OF CALIFORNIA TO DRAW ALL CHECKS FOR PROFESSIONAL SERVICES DURING THE TERM OF THE SUBSCRIPTION AND PHYSICIAN.</p> <p>ONE PERMISSION FOR EXAMINATION OF ANY HOSPITAL OR MEDICAL RECORDS PERTAINING TO THIS ADMISSION.</p> <p>CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THIS SUBSCRIPTION IS NOT THE RESULT OF AN OCCUPATIONAL INJURY OR ILLNESS. IF AT ANY TIME IT IS DETERMINED THAT THIS CONDITION RESULTED FROM AN OCCUPATIONAL INJURY OR ILLNESS, I WILL NOTIFY BLUE CROSS AND REIMBURSE THEM.</p> <p>SIGNATURE OF PATIENT, NEXT OF KIN OR GUARDIAN</p> |  |                                                                                    |  |                                            |  |                                          |  |

## PHYSICIAN AND SURGEON FILL IN THE FOLLOWING INFORMATION

|                                                                                                                                                           |                                                                                                                                                                                                                           |                                                            |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--|
| FINAL DIAGNOSIS INCLUDING COMPLICATIONS<br><b>Pneumoconiosis asbestosis,<br/>Anaplastic bronchogenic carcinoma, right upper lobe<br/>and mediastinum.</b> |                                                                                                                                                                                                                           | IF RELATED TO PREGNANCY, GIVE DATE OF CONCEPTION           |  |
| EXACT MEDICAL TREATMENT RENDERED                                                                                                                          |                                                                                                                                                                                                                           | IS THIS THE RESULT OF AN OCCUPATIONAL DISEASE OR ACCIDENT? |  |
| SIGNATURE OR NAME OF ATTENDING PHYSICIAN<br><b>K. Hardy, MD</b>                                                                                           |                                                                                                                                                                                                                           | NAME OF CONSULTANT                                         |  |
| DATE OF SURGERY<br><b>4/11/62</b>                                                                                                                         | SURGICAL PROCEDURE(S) IF COMPLETED, ATTACH AN OPERATIVE REPORT<br><b>Exploratory thoracotomy, right.<br/>Biopsies of mediastinal mass.<br/>Wedge resection, right upper lobe.<br/>Wedge resection, right medial lobe.</b> | SIGNATURE OR NAME OF SURGEON<br><b>K. Hardy, MD</b>        |  |

## PHYSICIAN ANESTHETIST SERVICES

|        |                                   |                                                          |        |                                   |                                                          |
|--------|-----------------------------------|----------------------------------------------------------|--------|-----------------------------------|----------------------------------------------------------|
| LAND C | DATE OF SERVICE<br><b>4/11/62</b> | SIGNATURE OR NAME OF ANESTHETIST<br><b>D. Cherry, MD</b> | LAND C | DATE OF SERVICE<br><b>4/11/62</b> | SIGNATURE OR NAME OF ANESTHETIST<br><b>D. Cherry, MD</b> |
|--------|-----------------------------------|----------------------------------------------------------|--------|-----------------------------------|----------------------------------------------------------|

|                         |  |                                   |                                                          |                                   |                                                          |
|-------------------------|--|-----------------------------------|----------------------------------------------------------|-----------------------------------|----------------------------------------------------------|
| FOR BLUE CROSS USE ONLY |  | DATE OF SERVICE<br><b>4/11/62</b> | SIGNATURE OR NAME OF ANESTHETIST<br><b>D. Cherry, MD</b> | DATE OF SERVICE<br><b>4/11/62</b> | SIGNATURE OR NAME OF ANESTHETIST<br><b>D. Cherry, MD</b> |
|-------------------------|--|-----------------------------------|----------------------------------------------------------|-----------------------------------|----------------------------------------------------------|

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ATTACH TO MEDICAL COPY TO BE COMPLETED BY PHYSICIAN & SURGEON. MAIL TO BLUE CROSS WITH "BILLING COPY". IF NOT MAIL, INFORMATION WILL BE GIVEN BY MEDICAL PERSONNEL.



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HOSPITAL SERVICE OF CALIFORNIA  
 1910 WEBSTER STREET OAKLAND 12, CALIFORNIA  
 TELEPHONE 4-4202

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 08-01-2001 BY 60322 UCBAW

IDENTIFICATION NUMBER  
55X-07-1046

|                                                |  |                                                                             |                     |                                 |                        |     |              |
|------------------------------------------------|--|-----------------------------------------------------------------------------|---------------------|---------------------------------|------------------------|-----|--------------|
| PATIENTS NAME (LAST NAME FIRST)                |  | <input checked="" type="checkbox"/> MALE<br><input type="checkbox"/> FEMALE | PATIENTS OCCUPATION | RELATIONSHIP TO EMPLOYED MEMBER | PATIENTS DATE OF BIRTH |     |              |
| Meyer, Edward                                  |  |                                                                             | Asbestos Worker     | Self                            | MONTH                  | DAY | YEAR         |
| EMPLOYEE'S SOCIAL SECURITY # (LAST NAME FIRST) |  | GROUP THROUGH WHICH PREPAID AND PAID                                        |                     |                                 | GROUP NUMBER           |     |              |
| Meyer, Edward                                  |  | PLANT Asbestos                                                              |                     |                                 | 24001                  |     |              |
| MEMBER'S HOME ADDRESS                          |  |                                                                             |                     |                                 |                        |     |              |
| 1250 Wainwright Avenue - San Leandro, Calif.   |  |                                                                             |                     |                                 |                        |     |              |
| IF HOSPITALIZED, NAME OF HOSPITAL              |  |                                                                             |                     |                                 | MEMBER'S DATE          |     | RECEIPT DATE |

|                                                                   |  |                       |  |                                                                        |  |                       |  |
|-------------------------------------------------------------------|--|-----------------------|--|------------------------------------------------------------------------|--|-----------------------|--|
| DIAGNOSIS (DESCRIBE IN DETAIL)                                    |  | DO NOT DESTROY        |  | DATE THIS CARD FILED<br>FEB 20 1968                                    |  | OFFICE OF<br>SECURITY |  |
| IF INJURY, NAME OF INJURY                                         |  | HOW WAS IT SUSTAINED? |  | THIS INJURY IS CAUSED BY<br>IN THE CASE OF THE INJURY<br>OF THE INJURY |  | DATE OF INJURY        |  |
| EXACT SURGICAL OR MEDICAL TREATMENT RENDERED (DESCRIBE IN DETAIL) |  |                       |  | DATE OF INJURY                                                         |  | DATE OF INJURY        |  |

FOR REPORTING NON-SURGICAL OFFICE VISITS-HOUSE CALLS-X-RAY-LABORATORY-OTHER SERVICES

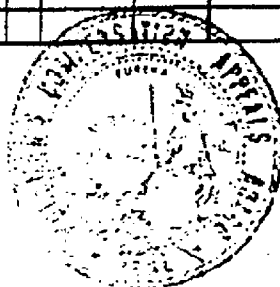
| FOR REPORTING ONLY - SERVICE OF THE BUREAU                              |                                                                                        |          |
|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------|----------|
| NOTE - ALL DATA FOR VISITS INCLUDING A PERSONAL INTERVIEW BY THE DOCTOR |                                                                                        |          |
| DATE OF SERVICE                                                         | DESCRIBE EACH SERVICE GROUP BY VISIT SEPARATELY FOR EACH DRUGHOUSE                     | YOUR FEE |
| 3/20/62                                                                 | REFERRING PHYSICIAN: <u>Robert M. Kennedy, M.D.</u><br>Culture of incision drainage; b | \$5.00   |

I hereby assign all benefits for this claim to SANKOFF MEDICAL LABORATORY  
John J. Sankoff

|                 |  |                |  |       |         |          |           |
|-----------------|--|----------------|--|-------|---------|----------|-----------|
| DATE OF SERVICE |  | OPERATING TIME |  | UNLSS | MINUTES | HOUR FEE | CLAIM NO. |
|-----------------|--|----------------|--|-------|---------|----------|-----------|

|                                                 |                      |
|-------------------------------------------------|----------------------|
| PRINT PERSON'S NAME AND CERTIFICATE             | SIGNATURE OF ANALYST |
| J. W. BANCROFT MEDICAL LABORATORY               | Analyst              |
| ADDRESS                                         | DATE                 |
| 1300 BANCROFT AVE.<br>SAN LEANDRO, CALIF. 94611 | 1/12/62              |

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[illegible]

# HOSPITAL SERVICE REPORT

|                                                                                             |                                                                                |                                                |                                                |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------|
| HOSPITAL NAME<br><b>Doctors Hospital</b>                                                    | NO. <b>8-86</b>                                                                | HOSPITAL SERVICE OF CALIFORNIA                 |                                                |
| HOSPITAL LOCATION (CITY & STATE ONLY)<br><b>San Leandro, Calif.</b>                         | SUBSCRIBER'S NAME (AS SHOWN ON IDENTIFICATION CARD)<br><b>Mr. Edward Meyer</b> |                                                | IDENTIFICATION NO.<br><b>558 07 1046</b>       |
| PATIENT'S NAME (LAST, FIRST, MIDDLE)<br><b>Mr. Meyer, Edward</b>                            | SEX<br><b>MALE</b>                                                             | RELATIONSHIP TO SUBSCRIBER<br><b>Self</b>      | PATIENT'S OCCUPATION<br><b>Asbestos Worker</b> |
| PATIENT'S ADDRESS<br><b>1250 Wainwright Ave., San Leandro, Calif.</b>                       | GROUP NAME<br><b>Plant Asbestos Co.</b>                                        | GROUP NO.<br><b>21001</b>                      | ADMISSION DATE<br><b>3-22-62</b>               |
| ADMITTING DIAGNOSIS OR CHIEF COMPLAINT<br><b>Draining sinus; abdominal wound right side</b> |                                                                                | IF MAINT. GIVE DATE & TIME<br><b>12:00 PM</b>  |                                                |
| CONTINGENT OPERATION OR MEDICAL TREATMENT DURING THIS ADMISSION                             |                                                                                | I.D. CODE<br><b>68</b>                         |                                                |
| SIGNATURE OF ADMITTING OFFICER<br><b>E. Corder</b>                                          |                                                                                | NAME OF ADMITTING PHYSICIAN<br><b>R. Adams</b> |                                                |

I HEREBY AUTHORIZE HOSPITAL SERVICE OF CALIFORNIA TO OBTAIN ALL CHARGES FOR PROFESSIONAL SERVICES RENDERED IN THE HOSPITAL AND OUTPATIENTS, AND PERMISSION FOR EXAMINATION OF ANY HOSPITAL OR MEDICAL RECORDS IN CONNECTION WITH THIS CLAIM.

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THIS SUBSCRIBER IS AN INDIVIDUAL WHOSE NAME AND RESIDENCE ARE SHOWN ON THE RECORDS OF THE HOSPITAL SERVICE OF CALIFORNIA.

SIGNATURE OF PATIENT, PARENT OR GUARDIAN  
**Edward Meyer**

| <p>COMBINE THE CHARGES FOR THE FOLLOWING:</p> <p>1. OPERATING AND DELIVERY ROOM</p> <p>2. ANES. SUPPLIES AND BALANCED ANES.</p> <p>3. MEDICAL-SURGICAL SUPPLIES INCLUDING BLOOD AND SETUP</p> <p>4. X-RAY * 5. LAB. 6. S.S. 7. A.M.R.</p> <p>8. PHYSICIAN AND HYDROTHERAPY</p> <p>9. NURSERY</p> <p>ENTER TOTAL AMOUNT HERE <b>254.42</b></p> |           | <p>DATE <b>3-22-62</b> TIME <b>1:46 PM</b> DATE <b>4-5-62</b> TIME <b>11:30 AM</b></p> <p>DISCHARGED YES <input checked="" type="checkbox"/> STILL HOSPITALIZED YES <input type="checkbox"/> DEPARTED YES <input type="checkbox"/></p> <table border="1"> <tr> <th>CHARGE</th> <th>DATE</th> <th>TIME</th> <th>TOTAL CHARGES</th> </tr> <tr> <td>PRIVATE ROOM (1)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2-BED ROOM (2)</td> <td><b>14</b></td> <td><b>21.00</b></td> <td><b>292.00</b></td> </tr> <tr> <td>WARD (3)</td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="3">TOTAL HOSPITAL CHARGES</td> <td><b>792.72</b></td> </tr> </table> <p>AMOUNT EXPECTED FROM BLUE CROSS <b>723.44</b></p> | CHARGE        | DATE | TIME | TOTAL CHARGES | PRIVATE ROOM (1) |  |  |  | 2-BED ROOM (2) | <b>14</b> | <b>21.00</b> | <b>292.00</b> | WARD (3) |  |  |  | TOTAL HOSPITAL CHARGES |  |  | <b>792.72</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------|------|---------------|------------------|--|--|--|----------------|-----------|--------------|---------------|----------|--|--|--|------------------------|--|--|---------------|
| CHARGE                                                                                                                                                                                                                                                                                                                                        | DATE      | TIME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | TOTAL CHARGES |      |      |               |                  |  |  |  |                |           |              |               |          |  |  |  |                        |  |  |               |
| PRIVATE ROOM (1)                                                                                                                                                                                                                                                                                                                              |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               |      |      |               |                  |  |  |  |                |           |              |               |          |  |  |  |                        |  |  |               |
| 2-BED ROOM (2)                                                                                                                                                                                                                                                                                                                                | <b>14</b> | <b>21.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>292.00</b> |      |      |               |                  |  |  |  |                |           |              |               |          |  |  |  |                        |  |  |               |
| WARD (3)                                                                                                                                                                                                                                                                                                                                      |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               |      |      |               |                  |  |  |  |                |           |              |               |          |  |  |  |                        |  |  |               |
| TOTAL HOSPITAL CHARGES                                                                                                                                                                                                                                                                                                                        |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>792.72</b> |      |      |               |                  |  |  |  |                |           |              |               |          |  |  |  |                        |  |  |               |

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|-------------------------|----|--------|------|------|------|------|------|------|------|------|-------|----------------------------|------|
| FOR BLUE CROSS USE ONLY |    |        |      |      |      |      |      |      |      |      |       | CLAIM NO.<br><b>616590</b> |      |
| PAY TO DATE             | BY | AMOUNT | DATE | TIME | DATE | TIME | DATE | TIME | DATE | TIME | TOTAL | CLAIM NO.                  | CODE |
|                         |    |        |      |      |      |      |      |      |      |      |       |                            |      |

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TELE 1-800 4-1800

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                     |  |                                                |  |                                                |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------|--|------------------------------------------------|--|------------------------------------------------|--|
| HOSPITAL NAME<br><b>Doctors Hospital</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | NO.<br><b>8-26</b>                                                                  |  | HOSPITAL SERVICE OF CALIFORNIA                 |  | TEMPERATURE 4-1000                             |  |
| HOSPITAL LOCATION (City & State Only)<br><b>San Leandro, Calif.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | SUBSCRIBER'S NAME (See Chapter on Identification Cards)<br><b>WEE, Edward Meyer</b> |  |                                                |  | IDENTIFICATION NO.<br><b>558 07 1016</b>       |  |
| PATIENT'S NAME (Last-First-Middle)<br><b>W Meyer, Edward</b>                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | <input checked="" type="checkbox"/> MALE<br><input type="checkbox"/> FEMALE         |  | RELATIONSHIP TO SUBSCRIBER<br><b>Self</b>      |  | PATIENT'S OCCUPATION<br><b>Asbestos Worker</b> |  |
| PATIENT'S ADDRESS<br><b>1250 Wainwright Ave., San Leandro, Calif.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | GROUP NAME<br><b>Plant Asbestos Co.</b>                                             |  | GROUP NO.<br><b>24001</b>                      |  | DATE OF ADMISSION<br><b>3-22-63</b>            |  |
| ADMITTING DIAGNOSIS OR (Chief Complaint)<br><b>Draining sinus; abdominal wound right side</b>                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                     |  | PREVIOUSLY COVERED DATE<br><b>12/21/62</b>     |  |                                                |  |
| COMPLETED OPERATION OR MEDICAL TREATMENT DURING THIS ADMISSION                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                     |  | IF READY, GIVE DATE & TIME<br><b>6/4</b>       |  |                                                |  |
| SIGNATURE OF ADMITTING OFFICER<br><b>R. Corder</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                     |  | NAME OF ADMITTING PHYSICIAN<br><b>R. Adams</b> |  |                                                |  |
| AUTHORIZES HOSPITAL SERVICE OF CALIFORNIA TO SEND ALL CHECKS FOR PROFESSIONAL SERVICES DURING THE NAME OF THE SUBSCRIBER AND PHYSICIAN.<br>GIVE PERMISSION FOR EXAMINATION BY ANY HOSPITAL OR MEDICAL PERSONNEL PERTAINING TO THIS ADMISSION.<br>CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THIS DISABILITY IS NOT THE RESULT OF AN OCCUPATIONAL INJURY OR ILLNESS, IF OF ANY TYPE IT IS DETERMINED THAT THIS CONDITION RESULTED FROM AN OCCUPATIONAL INJURY, I WILL NOTIFY BLUE CROSS AND MY EMPLOYER. |  |                                                                                     |  | PRIVATE CLINIC<br><b>Edward Meyer</b>          |  |                                                |  |

PHYSICIAN AND SURGEON FILL IN THE FOLLOWING INFORMATION

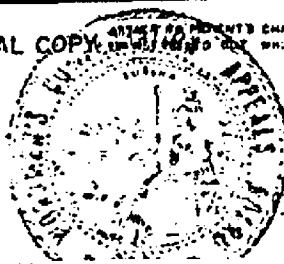
|                                                                                                                                                                                                                                                                                                                                      |                                                                |                                                                  |                              |                                                                     |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------------------------|------------------------------|---------------------------------------------------------------------|-----|
| FINAL DIAGNOSIS INCLUDING COMPLICATIONS<br>Draining sinus of abdominal wall.<br>Possible mediastinal tumor.<br>Urticaria, severe, generalized.                                                                                                                                                                                       |                                                                | IF RELATED TO PREGNANCY,<br>GIVE DATE OF CONCEPTION              |                              | NO                                                                  | YES |
|                                                                                                                                                                                                                                                                                                                                      |                                                                | IS THIS THE RESULT<br>OF AN OCCUPATIONAL<br>DISEASE OR ACCIDENT? |                              | NO                                                                  | YES |
|                                                                                                                                                                                                                                                                                                                                      |                                                                | NAME OF CONSULTANT<br>G. Stephens, MD<br>K. Hardy, MD            |                              |                                                                     |     |
| EXACT MEDICAL TREATMENT RENDERED<br><div style="text-align: center;">  <div style="display: inline-block; transform: rotate(-45deg); font-size: 2em; margin-top: 10px;">             2 off dates<br/>             off Dr.           </div> </div> |                                                                |                                                                  |                              |                                                                     |     |
| SIGNATURE OR NAME OF ATTENDING PHYSICIAN<br>R. M. Adams, MD                                                                                                                                                                                                                                                                          |                                                                | NO. OF DAYS                                                      |                              | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |     |
| DATE OF SURGERY                                                                                                                                                                                                                                                                                                                      | SURGICAL PROCEDURE(S) IF COMPLETED, ATTACH AN OPERATIVE REPORT |                                                                  | SIGNATURE OR NAME OF SURGEON |                                                                     | YES |
| 3/23/62                                                                                                                                                                                                                                                                                                                              | Saucerization of abdominal wound<br>incision.                  |                                                                  | R. M. Adams, MD              |                                                                     |     |
|                                                                                                                                                                                                                                                                                                                                      | S.L. [unclear]                                                 |                                                                  | [unclear]                    |                                                                     |     |
| 4/2/62                                                                                                                                                                                                                                                                                                                               | Bronchoscopy and bronchograms.                                 |                                                                  | K. Hardy, MD                 |                                                                     |     |

**PHYSICIAN ANESTHETIST SERVICES**

|        |                 |                                   |            |      |           |           |
|--------|-----------------|-----------------------------------|------------|------|-----------|-----------|
| CARD # | DATE OF SERVICE | SIGNATURE OR NAME OF ANALYST/TEST | ANAL. TIME | FILE | WELL C/NO | CLASH NO. |
| 40     | 3/23/62         | D. Cherry, MD                     | 8:40       |      |           | G16588    |

[illegible]

**MEDICAL-SURGICAL COPY:** ATTACH TO PATIENTS CHART, TO BE COMPLETED BY PHYSICIAN & SURGEON. MAIL TO BLUE CROSS WITH "BILLING COPY". WHEN HOSPITAL "BILLING COPY" IS PREPARED, INFORMATION SHALL BE REPRODUCED IN MEDICAL RECORDS.



# HOSPITAL SERVICE REPORT

Blue Cross

1910 WEBSTER STREET  
OAKLAND 12, CALIFORNIA  
TELEGRAM 9-4000

|                                                                       |                                                                                    |                                                |                                                    |                                            |
|-----------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------------|--------------------------------------------|
| HOSPITAL NAME<br><b>Deering Hospital</b>                              | NO<br><b>8-86</b>                                                                  | HOSPITAL SERVICE OF CALIFORNIA                 |                                                    | IDENTIFICATION NO.<br><b>558 07 1046</b>   |
| HOSPITAL LOCATION (CITY & STATE ONLY)<br><b>San Leandro, Calif.</b>   | SUBSCRIBER'S NAME (AND S-ORR OR IDENTIFICATION CARD)<br><b>Edward Meyer</b>        |                                                |                                                    |                                            |
| PATIENT'S NAME (LAST, FIRST, MIDDLE)<br><b>Meyer, Edward</b>          | SEX<br><input checked="" type="checkbox"/> MALE<br><input type="checkbox"/> FEMALE | RELATIONSHIP TO SUBSCRIBER<br><b>Self</b>      | PATIENT'S OCCUPATION<br><b>Asst. Worker</b>        | PATIENT'S AGE<br><b>4</b>                  |
| PATIENT'S ADDRESS<br><b>1250 Mainwright Ave., San Leandro, Calif.</b> | GROUP NAME<br><b>Plant Asbestos Co.</b>                                            | GROUP NO.<br><b>24001</b>                      | ADMISSION DATE<br><b>4-10-62</b>                   |                                            |
| ADMITTING DIAGNOSIS OR CHIEF COMPLAINT<br><b>Medial Stinal mass</b>   |                                                                                    |                                                | IF PREGNANT, EXPECTED DELIV DATE<br><b>7-10-62</b> |                                            |
| CONTINGENT OPERATION OR MEDICAL TREATMENT DURING THIS ADMISSION       |                                                                                    |                                                | IF SURVIVOR, GIVE DATE & TIME<br><b>7-19-62</b>    |                                            |
| SIGNATURE OF ADMITTING OFFICER<br><b>D. Mc Carthy</b>                 |                                                                                    | NAME OF ADMITTING PHYSICIAN<br><b>E. Hardy</b> |                                                    | PRIVATE CLINIC<br><input type="checkbox"/> |

I HEREBY  
AUTHORIZE HOSPITAL SERVICE OF CALIFORNIA TO OBTAIN ALL CHARGES FOR PROFESSIONAL SERVICES RENDERED IN THE NAME OF THE SUBSCRIBER AND PHYSICIAN,  
AND PERMISSION FOR EXAMINATION OF ANY HOSPITAL OR MEDICAL RECORDS PERTAINING TO THE ADMISSION.  
CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THIS DISABILITY IS NOT THE RESULT OF AN OCCUPATIONAL INJURY OR DISEASE. IF AT ANY TIME IT IS DETERMINED THAT  
THIS CONDITION RESULTED FROM MY OCCUPATION, I WILL NOTIFY BLUE CROSS AND REIMBURSE THEM.

SIGNATURE OF PATIENT, PARENT OR GUARDIAN

| DATE                                                    |  | TIME      |  | DATE                     |  | TIME       |  |
|---------------------------------------------------------|--|-----------|--|--------------------------|--|------------|--|
| 4-10-62                                                 |  | 1:50 P.M. |  | 4-10-62                  |  | 11:45 A.M. |  |
| CHARGES FOR THE FOLLOWING:                              |  |           |  | STILL HOSPITALIZED (YES) |  |            |  |
| 1. OPERATIONS AND DELIVERY ROOM                         |  |           |  | EMERGED (YES)            |  |            |  |
| 2. ANES. SUPPLIES AND SALARIED ANES.                    |  |           |  |                          |  |            |  |
| 3. MEDICAL-SURGICAL SUPPLIES INCLUDING BLOOD AND SETUPS |  |           |  |                          |  |            |  |
| 4. X-RAY F.L.A.S. E.R.G. B.M.R.                         |  |           |  |                          |  |            |  |
| 5. PHYSIOTHERAPY AND HYDROTHERAPY                       |  |           |  |                          |  |            |  |
| 6. NURSERY                                              |  |           |  |                          |  |            |  |
| ENTER TOTAL AMOUNT HERE                                 |  |           |  | <b>281.13</b>            |  |            |  |

\* ITEMS 3-RAY, LABORATORY, E.R.G. B.M.R. AND PERSONAL CHARGES  
BELOW OR ATTACH AN ITEMIZED STATEMENT.

ITEMIZED STATEMENT

NO NOT DESTROY

|                                                       |                  |
|-------------------------------------------------------|------------------|
| DRUGS & DYES                                          | 281.25           |
| RADIATION THERAPY                                     | 50 OF TREATMENTS |
| BLOOD AND PROCESSING CHARGE                           | 50 OF UNITS      |
| 4 DISC. (PERSONAL) FINE, TARE, HOME DRUGS             | 5.85             |
| TOTAL CHARGES                                         | 881.13           |
| IF MATERNITY WITH CHILD BIRTH, INDICATE CHARGE STATUS | 5                |
| LIVINGS (IN)                                          | EXPENSE (IN)     |
| HOSPITAL DISTRICT                                     | 100              |
| OUT (IN)                                              | 100              |

FOR BLUE CROSS USE ONLY

| FROM TO DATE | BY  | GROUP NO. | ADN DATE | LAST TYPED | TOTAL | DATE OF LAST CHRG. | X-RAY & LAB | TOTAL | BLANK NO. | DATE |
|--------------|-----|-----------|----------|------------|-------|--------------------|-------------|-------|-----------|------|
| OF NO        | COV |           |          |            |       |                    |             |       |           |      |
|              |     |           |          |            |       |                    |             |       |           |      |
|              |     |           |          |            |       |                    |             |       |           |      |
|              |     |           |          |            |       |                    |             |       |           |      |

BILLING COPY MAIL TO BLUE CROSS WITH "MEDICAL-SURGICAL COPY" STAPLED TO BACK.



DOCTOR'S HOSPITAL OF SAN LEANDRO  
12016 EAST 14th STREET • SAN LEANDRO, CALIFORNIA • EL 641-7460

ADMITTED: DATE **4-10-62**

THU 4:50 PM

DISCLOSURE DATE 7-5-68

77 000 200 000 300 000 400 000 500 000 600 000 700 000 800 000 900 000 1 000 000

3101 72 IN 72 OUT

الحمد لله الذي جعلنا من عباده الصالحين

113C 24,001 452 07 1046 983

3101 72 IN 72 OUT

الحمد لله الذي جعلنا من عباده الصالحين

[illegible]

KENNETH L. HARDY, M.D. - IVAN A. MAY, M.D.  
3115 WINTER STREET  
OAKLAND 9, CALIFORNIA  
TELEPHONE 7-8447

THORACIC SURGERY  
CARDIAC SURGERY  
BRONCHO-BRONCHOSCOPY

*App Esh #8*

December 4, 1962

Bruner, Minder & Chandler  
1326 B. 14th Street  
San Leandro, California

Attn: Mr. Stephen M. Chandler  
re: Mr. Edward Meyer.

Dear Mr. Chandler:

In reply to your recent letter, I should like to state that I feel his prolonged exposure through occupation to asbestos has resulted in pulmonary disability involving both lung fields and causing his pneumoconiosis due to asbestos. The diagnosis has been confirmed by tissue biopsy and pathological confirmation. Likewise, it should be indicated that the development of bronchogenic carcinoma in this man has also been substantiated by histological verification of biopsy material obtained on 4/11/62, and it is generally felt that the incidence of bronchogenic carcinoma is increased by prior development of asbestosis.

I feel that this gentleman is entitled to compensation for his pulmonary disability, and if I may be of any further help substantiating his claim I would be happy to do so. Prognosis - permanently disabled.

Very truly yours,

*Kenneth L. Hardy*  
Kenneth L. Hardy, M. D.

KLH/mr





# VAN ARSDALE-HARRIS LUMBER CO. INC.

595 TUNNEL AVENUE ... JUNIPER 4-6592 ... SAN FRANCISCO 24, CALIF.

February 25, 1963

*Lt. H. F. Funn*  
*E. H.*

State Compensation Insurance Fund  
525 Golden Gate Avenue  
San Francisco, California

Gentlemen

In reference to your recent inquiry regarding payroll records of Edward Meyer, Social Security #558-07-1046, I wish to inform you this man has never worked for the present corporation.

The present corporation was organized in 1954 and purchased the name, inventory, trucks and furniture of the old corporation, plus leasing the property.

We have located the payroll books of the old corporation in one of the sheds on the premises and these do show Edward Meyer employed during the period February 1944 to December 1944 and for part of a week during January 1949. Photostatic copies of these records are attached.

Very truly yours

*T. F. Nell*  
Ted F. Nell, President  
Van Arsdale-Harris Lumber Company, Inc.



# INDIVIDUAL SALARY RECORD

SOCIAL SECURITY ACCOUNT NO. 355-07-1046

NAME **E. Meyer**  
 ADDRESS **1250 Wainwright Ave.**  
 ADDRESS CHANGE **San Leandro**

PHONE  
 PHONE

RATE **1.625**

KIND OF WORK **Mechanic**

STEADY ☐ TEMPORARY ☐ PART TIME ☐ FULL TIME ☐

DATE STARTED  
 SINGLE MARRIED NE

DATE OF BIRTH

DATE INCOME IS

REMARKS

| PERIOD<br>ENDING | DATE | TOTAL<br>DOLLARS | EARNINGS |       |                | DEDUCTIONS              |                      |                       |               |       |         |                     | AMOUNT<br>OF CHECK |
|------------------|------|------------------|----------|-------|----------------|-------------------------|----------------------|-----------------------|---------------|-------|---------|---------------------|--------------------|
|                  |      |                  | WAGES    | OTHER | TOTAL EARNINGS | STATE INC.<br>EMP. INC. | FED. OLD<br>AGE BEN. | UNEMPLOY-<br>MENT TAX | GROUP<br>INS. | RENTS | ADVANCE | TOTAL<br>DEDUCTIONS |                    |
| 1-28             | 2-15 | 12               |          |       |                |                         |                      |                       |               |       |         |                     |                    |
| 1-28             | 1-28 | 13               | 33.25    | 1.50  | 34.75          | .55                     | .55                  | 3.60                  |               |       |         | 4.70                | 51.45              |
| 1-28             | 2-4  | 10               |          |       |                |                         |                      |                       |               |       |         |                     |                    |
| 1-28             | 1-8  | 40               | 106.68   | 3.00  | 111.68         | 1.04                    | 1.04                 | 11.00                 |               |       |         | 23.72               | 51.40              |
|                  |      |                  | 168.93   |       |                | 1.64                    | 1.64                 | 32.60                 |               |       |         |                     |                    |
| 1-7              | 2-4  | 20               |          |       |                |                         |                      |                       |               |       |         |                     |                    |
| 1-7              | 1-8  | 40               | 128.38   | 3.50  | 131.88         | 1.26                    | 1.26                 | 12.60                 |               |       |         | 15.36               | 116.52             |
|                  | 2-4  | 20               |          |       |                |                         |                      |                       |               |       |         |                     |                    |
| 1-4              | 1-8  | 40               | 128.38   | 3.50  | 131.88         | 1.26                    | 1.26                 | 17.80                 |               |       |         | 20.36               | 111.52             |
|                  | 2-4  | 10               |          |       |                |                         |                      |                       |               |       |         |                     |                    |
| 1-21             | 1-21 | 32               | 91.00    | 2.50  | 93.50          | .21                     | .21                  | 11.80                 |               |       |         | 13.62               | 79.88              |
|                  | 2-4  | 20               |          |       |                |                         |                      |                       |               |       |         |                     |                    |
| 1-28             | 1-28 | 32               | 100.75   | 3.00  | 103.75         | .21                     | .21                  | 12.00                 |               |       |         | 13.62               | 89.93              |
|                  | 2-4  | 18               |          |       |                |                         |                      |                       |               |       |         |                     |                    |
| 1-4              | 1-28 | 32               | 95.88    | 2.50  | 98.38          | .20                     | .20                  | 11.20                 |               |       |         | 13.72               | 84.66              |
|                  | 2-18 | 18               |          |       |                |                         |                      |                       |               |       |         |                     |                    |
| 1-11             | 1-28 | 30               | 108.08   | 3.00  | 111.08         | 1.09                    | 1.09                 | 13.60                 |               |       |         | 15.98               | 85.10              |
|                  | 2-4  | 28               |          |       |                |                         |                      |                       |               |       |         |                     |                    |
| 1-28             | 1-28 | 40               | 133.25   | 3.00  | 136.25         | 1.23                    | 1.23                 | 19.00                 |               |       |         | 22.46               | 113.79             |
|                  | 2-4  | 18               |          |       |                |                         |                      |                       |               |       |         |                     |                    |
| 1-28             | 1-28 | 42               | 128.25   | 3.50  | 131.75         | 1.26                    | 1.26                 | 17.80                 |               |       |         | 20.36               | 111.39             |
|                  | 2-4  | 14               |          |       |                |                         |                      |                       |               |       |         |                     |                    |
| 1-28             | 1-28 | 40               | 99.13    | 3.00  | 102.13         | .20                     | .20                  | 11.60                 |               |       |         | 13.72               | 88.41              |
|                  | 2-18 | 0                |          |       |                |                         |                      |                       |               |       |         |                     |                    |
| 1-28             | 1-28 | 20               | 64.50    | 3.00  | 67.50          | .25                     | .25                  | 9.60                  |               |       |         | 11.30               | 76.00              |

| YEAR EARNINGS |             |                 |        | YEAR EARNINGS |             |                 |  |
|---------------|-------------|-----------------|--------|---------------|-------------|-----------------|--|
| STATE TAX     | FEDERAL TAX | WITHHOLDING TAX |        | STATE TAX     | FEDERAL TAX | WITHHOLDING TAX |  |
| 1st Q. 6.14   | 6.14        | 78.60           | 1st Q. |               |             |                 |  |
| 2nd Q. 14.96  | 14.96       | 165.40          | 2nd Q. |               |             |                 |  |
| 3rd Q. 13.46  | 13.46       | 171.10          | 3rd Q. |               |             |                 |  |
| 4th Q. 2.04   |             | 199.60          | 4th Q. |               |             |                 |  |

# INDIVIDUAL SALARY RECORD

NAME **S. Loyer**

SOCIAL SECURITY ACCOUNT NO. **558-07-1046**

ADDRESS

PHONE

ADDRESS CHANGE

PHONE

DATE

KIND OF WORK

STEADY ☐

TEMPORARY ☐

PART TIME ☐

FULL TIME ☐

DATE STARTED

DATE LEFT

SINGLE

MARRIED

SEX

DATE OF BIRTH

DATE BECAME A

REMARKS

| OFFICE ADDRESS | DATE | TOTAL HOURS | EARNINGS |       |                | DEDUCTIONS        |                   |                   |            |              | TOTAL DEDUCTIONS | AMOUNT OF EXPENSE |
|----------------|------|-------------|----------|-------|----------------|-------------------|-------------------|-------------------|------------|--------------|------------------|-------------------|
|                |      |             | WAGES    | OTHER | TOTAL EARNINGS | STATE UNEMP. INS. | FED. OLD AGE RES. | WITHHELD INC. TAX | GROUP INS. | UNEMP. COMP. |                  |                   |
| 1-15           | 1.15 | 32          | 52.00    | 2.00  | 54.00          | .52               | .52               | 3.30              |            |              | 4.84             | 49.16             |
| 2-3            | 2.15 | 14          |          |       |                |                   |                   |                   |            |              |                  |                   |
| 3-1            | 3.15 | 40          | 59.13    | 3.00  | 102.13         | .99               | .99               | 11.20             |            |              | 13.78            | 88.35             |
|                | 2.43 | 8           |          |       |                |                   |                   |                   |            |              |                  |                   |
| 5-1            | 5.15 | 32          | 71.50    | 2.50  | 74.00          | .72               | .72               | 7.80              |            |              | 9.24             | 64.76             |
|                | 2.43 | 16          |          |       |                |                   |                   |                   |            |              |                  |                   |
| 6-6            | 6.15 | 40          | 104.00   | 3.50  | 107.50         | 1.04              | 1.04              | 13.80             |            |              | 15.88            | 91.62             |
|                | 2.43 | 8           |          |       |                |                   |                   |                   |            |              |                  |                   |
| 6-13           | 6.15 | 40          | 84.50    | 3.00  | 87.50          | .85               | .85               | 9.80              |            |              | 11.50            | 76.00             |
|                | 2.43 | 20          |          |       |                |                   |                   |                   |            |              |                  |                   |
| 20             | 1.62 | 40          | 113.75   | 3.50  | 117.25         | 1.14              | 1.14              | 15.80             |            |              | 18.08            | 99.17             |
|                | 2.43 | 26          |          |       |                |                   |                   |                   |            |              |                  |                   |
| 6-27           | 6.15 | 35          | 120.25   | 3.00  | 123.25         | 1.20              | 1.20              | 17.80             |            |              | 20.20            | 103.05            |
|                | 2.43 | 10          |          |       |                |                   |                   |                   |            |              |                  |                   |
| 7-4            | 7.15 | 32          | 76.38    | 2.00  | 78.38          | .76               | .76               | 7.80              |            |              | 9.32             | 69.06             |
|                | 2.43 | 10          |          |       |                |                   |                   |                   |            |              |                  |                   |
| 7-11           | 7.15 | 32          | 91.00    | 3.00  | 94.00          | .91               | .91               | 11.20             |            |              | 13.62            | 80.38             |
|                | 2.43 | 24          |          |       |                |                   |                   |                   |            |              |                  |                   |
| 7-18           | 7.15 | 40          | 123.50   | 3.50  | 127.00         | 1.24              | 1.24              | 17.80             |            |              | 20.28            | 106.72            |
|                | 2.43 | 14          |          |       |                |                   |                   |                   |            |              |                  |                   |
| 7-25           | 7.15 | 32          | 85.13    | 2.50  | 87.63          | .85               | .85               | 9.80              |            |              | 11.52            | 76.11             |
|                | 2.43 | 12          |          |       |                |                   |                   |                   |            |              |                  |                   |
| 7-31           | 7.15 | 8           | 147.85   | 4.50  | 152.35         | 1.48              | 1.48              | 21.80             |            |              | 24.76            | 127.59            |
|                | 2.43 | 36          |          |       |                |                   |                   |                   |            |              |                  |                   |
| 8-1            | 8.15 | 32          | 147.33   | 3.50  | 150.83         | 1.49              | 1.49              | 21.80             |            |              | 24.76            | 126.07            |
|                | 2.43 | 20          |          |       |                |                   |                   |                   |            |              |                  |                   |
| 8-15           | 8.15 | 40          | 121.60   | 3.00  | 124.60         | 1.25              | 1.25              | 17.80             |            |              | 20.30            | 104.30            |

| YEAR EARNINGS | STATE TAX | FEDERAL TAX | WITHHOLDING TAX | YEAR EARNINGS | STATE TAX | FEDERAL TAX | WITHHOLDING TAX |
|---------------|-----------|-------------|-----------------|---------------|-----------|-------------|-----------------|
| 1st Q.        |           |             |                 | 1st Q.        |           |             |                 |
| 2nd Q.        |           |             |                 | 2nd Q.        |           |             |                 |
| 3rd Q.        |           |             |                 | 3rd Q.        |           |             |                 |
| 4th Q.        |           |             |                 | 4th Q.        |           |             |                 |
| Year Total    |           |             |                 | Year Total    |           |             |                 |

# INDIVIDUAL SALARY RECORD

SOCIAL SECURITY ACCOUNT NO. 558-07-1046

A

NAME E. Meyer \*  
 ADDRESS  
 ADDRESS CHANGE

PHONE  
 PHONE

RATE \$

STEADY ☐ TEMPORARY ☐ PART TIME ☐ FULL TIME ☐

KIND OF WORK

DATE STARTED

DATE LEFT

SINGLE

MARRIED

DATE INCOME IS

DATE OF BIRTH

REMARKS

| PERIOD<br>ENDING                                                      | DATE          | TOTAL<br>HOURS | EARNINGS  |             |                           | DEDUCTIONS             |                      |                      |               |             |                 | TOTAL<br>DEDUCTIONS | AMOUNT<br>OF CHECK |
|-----------------------------------------------------------------------|---------------|----------------|-----------|-------------|---------------------------|------------------------|----------------------|----------------------|---------------|-------------|-----------------|---------------------|--------------------|
|                                                                       |               |                | WAGES     | OTHER       | TOTAL EARNINGS            | STATE UN-<br>EMP. INS. | FED. OLD<br>AGE BEN. | WITHHOLD-<br>ING TAX | GROUP<br>INS. | SEVERE      | ADDITIONAL      |                     |                    |
| 1-22                                                                  | 2.475<br>1.65 | 12<br>40       | 95.70     | 3.00        | 98.70                     | .09                    | .09                  | 11.70                |               |             |                 | 13.78               | 84.92              |
| 2-19                                                                  | 2.475<br>1.65 | 26<br>40       | 135.30    | 3.50        | 138.80<br>667.97          | 1.34                   | 1.34                 | 19.80                |               |             |                 | 22.48               | 116.32             |
| 3-5                                                                   | 2.475<br>1.65 | 20<br>32       | 102.30    | 3.00        | 105.30                    | 1.09                   | 1.09                 | 13.40                |               |             |                 | 15.90               | 89.40              |
| 4-12                                                                  | 1.65          | 16             | 26.40     | 1.00        | 27.40                     | .27                    | .27                  | .50                  |               |             |                 | 1.04                | 26.36              |
| 5-13                                                                  | 2.475<br>1.65 | 8<br>40        | 85.80     | 3.00        | 88.80<br>316.30<br>X 9932 | .59                    | .59                  | 9.20                 |               |             |                 | 11.53               | 77.22              |
| 6-26                                                                  | 2.475<br>1.65 | 8<br>40        | 85.80     | 3.00        | 88.80<br>316.30<br>X 9932 | .59                    | .59                  | 9.20                 |               |             |                 | 11.53               | 77.22              |
| 7-3                                                                   | 2.475<br>1.65 | 16<br>40       | 110.55    | 3.00        | 113.55                    | 1.14                   | 1.14                 | 15.80                |               |             |                 | 13.08               | 99.47              |
| 8-10                                                                  | 2.475<br>1.65 | 26<br>40       | 130.35    | 3.50        | 133.85                    | 1.34                   | 1.34                 | 19.80                |               |             |                 | 22.48               | 111.37             |
| 9-17                                                                  | 2.475<br>1.65 | 12<br>32       | 82.50     | 2.50        | 85.00                     | .85                    | .85                  | 9.80                 |               |             |                 | 11.50               | 73.50              |
| 10-24                                                                 | 2.475<br>1.65 | 21<br>40       | 117.98    | 3.50        | 121.48                    | 1.21                   | 1.21                 | 17.80                |               |             |                 | 20.22               | 101.26             |
| 11-31                                                                 | 2.475<br>1.65 | 30<br>40       | 140.25    | 3.50        | 143.75<br>711.53          | 1.44                   | 1.44                 | 21.80                |               |             |                 | 24.63               | 119.07             |
| <div> <div>COMPENSATION</div> <div>UNION</div> <div>SEAL</div> </div> |               |                |           |             |                           |                        |                      |                      |               |             |                 |                     |                    |
| YEAR EARNINGS                                                         |               |                | STATE TAX | FEDERAL TAX | WITHHOLDING TAX           | YEAR EARNINGS          |                      |                      | STATE TAX     | FEDERAL TAX | WITHHOLDING TAX |                     |                    |
| 1st Q.                                                                |               |                |           |             |                           | 1st Q.                 |                      |                      |               |             |                 |                     |                    |
| 2nd Q.                                                                |               |                |           |             |                           | 2nd Q.                 |                      |                      |               |             |                 |                     |                    |
| 3rd Q.                                                                |               |                |           |             |                           | 3rd Q.                 |                      |                      |               |             |                 |                     |                    |
| 4th Q.                                                                |               |                |           |             |                           | 4th Q.                 |                      |                      |               |             |                 |                     |                    |

# INDIVIDUAL SALARY RECORD

SOCIAL SECURITY ACCOUNT NO. 558-07-1046

NAME **E. Moyer**  
 DRESS  
 ADDRESS CHANGES

PHONE  
 PHONE

RATE 1

STEADY ☐ TEMPORARY ☐ PART TIME ☐ FULL TIME ☐

KIND OF WORK

DATE STARTED

DATE LEFT

SINGLE

MARRIED

SEX

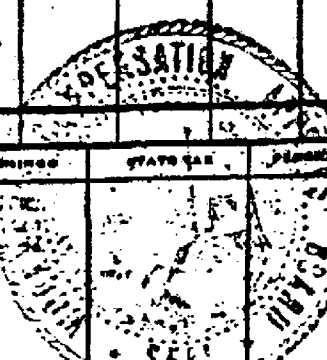
DATE OF BIRTH

DATE BECAME IN

REMARKS:

| MONTH | DATE  | TOTAL HOURS | EARNINGS                      |       |                | DEDUCTIONS        |                   |                 |            |       |          |                  | AMOUNT OF CHECK |
|-------|-------|-------------|-------------------------------|-------|----------------|-------------------|-------------------|-----------------|------------|-------|----------|------------------|-----------------|
|       |       |             | WAGES                         | OTHER | TOTAL EARNINGS | STATE UNEMP. INS. | FED. OLD AGE SEC. | WITHHOLDING TAX | GROUP INS. | BONDS | ADVANCES | TOTAL DEDUCTIONS |                 |
| 2-7   | 2.47  | 14          |                               |       |                |                   |                   |                 |            |       |          |                  |                 |
|       | 1.65  | 40          | 100.65                        | 3.00  | 103.65         | 1.04              | 1.04              | 13.80           |            |       |          | 15.88            | 87.77           |
| 3-14  | 2.475 | 20          |                               |       |                |                   |                   |                 |            |       |          |                  |                 |
|       | 1.65  | 40          | 115.50                        | 3.50  | 119.00         | ---               | ---               | 15.80           |            |       |          | 15.80            | 103.20          |
| 11-21 | 2.475 | 10          |                               |       |                |                   |                   |                 |            |       |          |                  |                 |
|       | 1.65  | 40          | 90.75                         | 3.00  | 93.75          | ---               | ---               | 11.80           |            |       |          | 11.80            | 81.95           |
| 1-23  |       |             |                               |       |                |                   |                   |                 |            |       |          |                  |                 |
|       | 2.475 | 26          |                               |       |                |                   |                   |                 |            |       |          |                  |                 |
|       | 1.65  | 32          | 117.15                        | 3.00  | 120.15         | ---               | ---               | 17.80           |            |       |          | 17.80            | 102.35          |
| 2-5   | 2.475 | 18          |                               |       |                |                   |                   |                 |            |       |          |                  |                 |
|       | 1.65  | 40          | 110.55                        | 3.00  | 113.55         | ---               | ---               | 15.80           |            |       |          | 15.80            | 97.75           |
| 3-12  | 2.475 | 26          |                               |       |                |                   |                   |                 |            |       |          |                  |                 |
|       | 1.65  | 40          | 130.35                        | 3.50  | 133.85         | ---               | ---               | 19.80           |            |       |          | 19.80            | 114.05          |
| 4-19  | 2.475 | 10          |                               |       |                |                   |                   |                 |            |       |          |                  |                 |
|       | 1.65  | 24          | 64.35                         | 2.00  | 66.35          | ---               | ---               | 5.80            |            |       |          | 5.80             | 60.55           |
|       |       |             | Additional Compensation 20.00 |       |                |                   |                   |                 |            |       |          |                  | 20.00           |
| 5-26  | 2.475 | 14          |                               |       |                |                   |                   |                 |            |       |          |                  |                 |
|       | 1.65  | 28          | 80.85                         | 2.25  | 83.10          | -                 | -                 | 13.80           |            |       |          | 13.80            | 69.30           |

| YEAR EARNINGS | STATE TAX | FEDERAL TAX | WITHHOLDING TAX | YEAR EARNINGS | STATE TAX | FEDERAL TAX | WITHHOLDING TAX |
|---------------|-----------|-------------|-----------------|---------------|-----------|-------------|-----------------|
| 1st Q.        |           |             |                 | 1st Q.        |           |             |                 |
| 2nd Q.        |           |             |                 | 2nd Q.        |           |             |                 |
| 3rd Q.        |           |             |                 | 3rd Q.        |           |             |                 |
| 4th Q.        |           |             |                 | 4th Q.        |           |             |                 |
| Year          |           |             |                 | Year          |           |             |                 |





# WESTERN ASBESTOS CO.

ESTABLISHED 1906

BRANCH OFFICES: OAKLAND • STOCKTON • NO. SACRAMENTO • FRESNO • SAN JOSE • SANTA RO

General Office: 240 Valley Drive, Brisbane, Calif. • DEltaware 4-3100

Mail Address: P.O. Box 3784, Rincon Annex, San Francisco 18, Calif.

February 23, 1963

*H. E. Simons*  
*EhB*

## PERSONAL

State Compensation Insurance Fund  
525 Golden Gate Avenue  
San Francisco, California

Attention: Mr. Lampe

SUBJECT: Your File No. AO-1233 - Edward Meyer

Dear Mr. Lampe:

In reply to your request for the employment record of Mr. Edward Meyer, we submit the following from our payroll records --

|                     |           |
|---------------------|-----------|
| 11/3/43 to 1/1/46   | \$ 553.32 |
| 1 /1/46 to 4/30/46  | 1,126.16  |
| 12/6/47 to 12/7/47  | 60.80     |
| 10/1/48 to 11/30/48 | 534.36    |

Over a period of four years Mr. Meyer worked for us a very limited time - totalling 8 months and two days.

Should you wish any further information in regard to Mr. Meyer's case, please do not hesitate to call on us.

Very truly yours,

WESTERN ASBESTOS CO.

*H. E. Simons*

H. E. Simons

HIS:af



1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

2 CLAIM NO. 62 SF 199-141

3  
4 EDWARD MEYER,

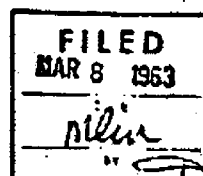
5 Applicant,

6 vs.

7 PLANT RUBBER & ASBESTOS WORKS,  
8 VANARSDALE - HARRIS LUMBER CO.,  
9 et al, and STATE COMPENSATION  
10 INSURANCE FUND, et al, and GENERAL  
11 ACCIDENT, FIRE & LIFE ASSURANCE  
12 CORP., and CALIFORNIA CASUALTY  
13 INDEMNITY EXCHANGE,

14 Defendants.

ORDER JOINING  
PARTIES DEFENDANT



15 GOOD CAUSE APPEARING THEREFOR:

16 IT IS ORDERED that GENERAL ACCIDENT, FIRE & LIFE  
17 ASSURANCE CORPORATION as the insurance carrier for PHILIP CARRY  
18 MANUFACTURING COMPANY - 1956-7; and CALIFORNIA CASUALTY INDEMNITY  
19 EXCHANGE as the carrier for DUTTON ASBESTOS & SUPPLY COMPANY,  
20 be joined as parties defendant in the above entitled cause.

21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
A. H. WILSON, Referee  
INDUSTRIAL ACCIDENT COMMISSION

MAR 8 1963

Filed and served on:

General Accident, Fire & Life Assur. Corp., 600 California St., SF  
California Casualty Indemnity Exchange, 550 Kearny St., SF  
State Comp. Ins. Fund - Personal Service  
Industrial Indemnity Co., 350 Sansome St., SF  
Aetna Casualty & Surety Co., 220 Montgomery St., SF  
American Employers Ins. Co., 1050 Russ Bldg., SF  
Plant Rubber & Asbestos Co., 475 Brannan St., SF  
Bruner, Minder & Chandler, 220 Juana Ave., San Leandro  
Kevin Twohy, 777 No. First St., San Jose  
Sedgwick, Detert, Moran & Arnold, 100 Bush St., SF  
Brobeck, Harrison & Phleger, 111 Sutter St., SF  
Mullen & Filippi, 315 Montgomery St., SF

Minutes of Meeting of 2-24-63  
Sent to all parties 3 min

APW:mjm



Before the Industrial Accident Commission  
of the State of California

EDWARD MEYER,

Case No. 62 SP 199-141

Applicant

Notice of Time  
and Place of  
Further Hearing

PLANT RUBBER & ASBESTOS WORKS,  
VAN ARSDALE - HARRIS LUMBER COMPANY, INC.,  
L. J. KUPPS, WESTERN ASBESTOS COMPANY,  
et al, and AMERICAN EMPLOYERS INSURANCE  
COMPANY, STATE COMPENSATION INSURANCE  
FUND, et al,

Defendant

DEPARTMENT OF INDUSTRIAL RELATIONS  
BUREAU OF INDUSTRIAL ACCIDENTS  
FILED  
MAR 13 1963

NOTICE TO ALL PARTIES

You are hereby notified that further hearing will be held in the above-entitled action at  
1111 JACKSON STREET  
STATE BUILDING - ROOM 3000  
OAKLAND, CALIFORNIA

MAY 8, 1963 -- 9:00 A. M.

ALSO

MAY 9, 1963 -- 9:00 A. M.

Deemed at:

FINAL HEARING ON ALL ISSUES

San Francisco, Calif.  
March 13, 1963

INDUSTRIAL ACCIDENT COMMISSION

NOTE: CONTINUANCES AND FURTHER HEARINGS ARE NOT FAVORED.

Name and Address of Person Served

Date March 13, 1963

Dept. of Employment, P. O. Box 1857, Oakland, Calif.  
Edward Meyer, 1250 Wainwright Ave., San Leandro, Calif.  
Bruner, Miner & Chandler, 220 Juana Ave., San Leandro,  
Plant Rubber & Asbestos Co., c/o Fibreboard Paper Products Corp.,  
475 Brannan St., S.F. 19, Calif.  
Western Asbestos Co., P.O. Box 3764, Rincon Annex, S.F. 19,  
Charles Ayres Co., 374 Brannan St., S.F.  
The Philip Carey Mfg. Co., 2350 Ingalls St., S.F. 24,  
Western Fiberglass Supply Co., 739 Bryant St., S.F. 7,  
Fiberglass Engineering & Supply Co., P.O. Box 89, Santa Clara,  
Mundt Cork Corp., 7101 Tonnelle Ave., North Berger, New Jersey  
American Employers' Insurance Co., 1050 Russ Bldg., S.F. 4,  
State Compensation Insurance Fund, Personal Service, ATTN: Jas. Vonk  
Industrial Indemnity Co., 350 Sansome St., S.F. 6,  
The Aetna Casualty & Surety Co., ATTN: R. E. Thies, Supt.,  
220 Montgomery St., S.F. 6,  
Fireman's Fund Insurance Co., 3333 California St., S.F. 20,  
General Accident Fire & Life Assurance Corp., 600 Calif. St., S.F. 8,  
California Casualty Indemnity Exchange, 550 Kearny St., S.F. 8,  
Toby & Wegner, 777 North First St., San Jose, Calif.  
Brbeck, Phleger & Harrison, 111 Sutter St., S.F. 4,  
Sidwick, Detert, Moran & Arnold, 100 Bush St., S.F. 4,  
Industrial Accident Commission, 1111 Jackson St., Rm. 3000  
State Building, Oakland, Calif.

AR

62



PROBECK, PHLEGER & HARRISON

ATTORNEYS AT LAW  
ONE ELEVEN BUTTER STREET  
SAN FRANCISCO 4  
BUTTER 1-0666

March 12, 1963

Industrial Accident Commission,  
State Building,  
1111 Jackson Street,  
Oakland, California.

Attention: A.H. Nelson, Esq.,  
Referee

Re: Edward Meyer vs. Plant Rubber  
& Asbestos Co., et al. Claim  
No. 62 SF 199-141

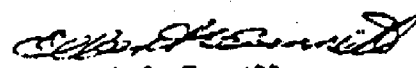
Dear Mr. Nelson:

Enclosed please find Memorandum of Points and  
Authorities in support of the motion to dismiss made on behalf  
of Plant Rubber & Asbestos Works at the February 28th hearing.

I have this day mailed a copy of the enclosed to  
applicants' counsel.

Very truly yours,

PROBECK, PHLEGER & HARRISON

By   
Elbert O. Bennett

EOB:FA  
Enclosure

cc/v.enc: Bruner Minder & Chandler,  
220 Juana Avenue,  
San Leandro, California



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MAR 1 3 1963

Oakland Office

1 BROBECK, PHLEGER & HARRISON,  
2 111 Sutter Street,  
3 San Francisco 4, California.  
4 Telephone: Sutter 1-0666.  
5  
6 Attorneys for Defendant,  
7 Plant Rubber & Asbestos Works.  
8  
9  
10  
11

12 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF  
13 THE STATE OF CALIFORNIA  
14 CLAIM NO. 62 SP 199-141  
15  
16  
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18

19 EDWARD MEYER,

20 Applicant,

21 v.

22 PLANT RUBBER & ASBESTOS  
23 COMPANY, et al.,

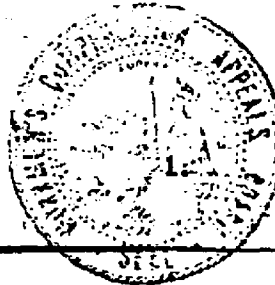
24 Defendants.  
25  
26  
27  
28  
29  
30

MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT  
OF MOTION TO DISMISS

19 At the hearing held on February 28, 1963, defendant  
20 Plant Rubber & Asbestos Works moved to dismiss as to it, upon  
21 the ground that the Commission has no jurisdiction over the  
22 subject matter.

23 Said motion was based upon applicant's testimony to  
24 the effect that during his entire term of employment with the  
25 defendant in 1943 and 1944, he worked solely aboard ships at  
26 the Moore Dry Dock Company. Part of his time was spent working  
27 aboard vessels under construction and the remainder on vessels  
28 undergoing repairs. We contend that based upon these facts,  
29 federal jurisdiction is now exclusive.

30 In summary, defendants' argument proceeds along the



1 line that a recent decision of the United States Supreme  
2 Court, when considered in conjunction with earlier decisions  
3 dealing with the applicability of Federal as opposed to State  
4 Compensation law, renders State Compensation Acts inapplicable  
5 in such cases regardless of whether the employee was engaged  
6 in construction of new vessels or in the repair of the old.

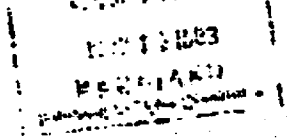
7  
8  
9 ARGUMENT

10 The case referred to above is Calbeck v. Travelers  
11 Insurance Co., 370 U.S. 114 (1962). When its result is con-  
12 sidered in the light of previous holdings of the Court, it  
13 becomes apparent that the Commission has no jurisdiction over  
14 this defendant in the case now before it.

15 In order to logically develop our argument it is  
16 necessary to summarize briefly the background of the status  
17 of the law in this area prior to Calbeck.

18 1. Historical Background.

19 In 1917, the United States Supreme Court held  
20 that a state could not constitutionally apply its compensation  
21 laws with respect to an injury sustained on a gangplank between  
22 a vessel and a wharf. Southern Pacific Co. v. Jensen, 244 U.S.  
23 205 (1917). The decision appeared to foreclose the application  
24 of a state compensation remedy to any maritime injury. Subse-  
25 quently, Congress twice attempted to delegate authority to the  
26 states to enable them to apply their compensation laws to  
27 maritime injuries. Both statutes were declared unconstitutional  
28 as tending to defeat the purpose of the Constitution to achieve  
29 uniformity and harmony in the maritime law. Knickerbocker Ice  
30 Co. v. Stewart, 253 U.S. 149 (1920); Washington v. Dawson & Co.  
264 U.S. 219 (1924).



1 Commencing in 1922, the Court itself proceeded to  
2 whittle down the apparent effect of the Jensen decision holding  
3 in Grant Smith Porter Co. v. Rhode, 257 U.S. 469 (1922) that a  
4 state could apply its compensation laws as to an injury sustained  
5 on navigable waters by an employee engaged in new vessel construction.  
6 It was made clear, however, that federal jurisdiction was exclusive  
7 where the employee was engaged in repair work on completed vessels  
8 on navigable waters. Great Lakes Dredge & Dock Co. v. Kierejewski,  
9 261 U.S. 479 (1923); Gonsalves v. Morse Dry Dock & Repair Co., 266  
10 U.S. 171 (1924); Robins Dry Dock & Repair Co. v. Dahl, 266 U.S.  
11 449 (1925).

12 In spite of the Court's efforts to extend coverage to  
13 employees previously precluded from recovery by the Jensen decision,  
14 there still remained large numbers of workers who found themselves  
15 without remedy for industrial injuries. The Longshoremen's and  
16 Harbor Worker's Compensation Act, 33 U.S.C. §§ 901-950 was enacted  
17 to bridge this gap. Compensation under federal law was to be  
18 available to qualified employees as designated in the Act "if  
19 recovery for the disability . . . through workmen's compensation  
20 proceedings may not validly be provided by State law." 33 U.S.C.  
21 § 903(a).

22 This provision could easily have led to harsh results,  
23 inasmuch as an employee could not recover under the federal act if  
24 a state could constitutionally have provided a remedy but had failed  
25 to do so. The result was the adoption of the twilight zone theory,  
26 whereby the presumption of the validity of state statutes was in-  
27 voked in borderline cases to sustain awards under state law to em-  
28 ployees who could not be placed definitely on one side or the other  
29 of the line dividing federal-state jurisdiction. Davis v. Depart-  
30 ment of Labor, 317 U.S. 249 (1942).

31 At this stage of the development of the law it



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1 is not disputed that the Commission would have had jurisdiction  
2 over the instant case as to the work performed by applicant  
3 upon new vessel construction. We turn now to the effect of  
4 the Calbeck decision.

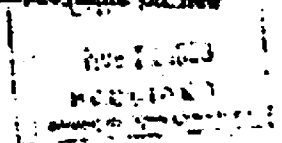
5 2. The Effect of Calbeck.

6 In Calbeck, supra, an award was made under the  
7 Federal Act based upon injuries sustained by an employee engaged  
8 in new vessel construction. The Court of Appeals, following  
9 what it considered to be a settled distinction between new  
10 vessel construction and repair work, set aside the award.  
11 Travelers Insurance Company v. Calbeck, 293 F.2d 52 (5th Cir.  
12 1961). The Supreme Court reversed, holding that Federal law  
13 applied not only to injuries sustained in repair work, but  
14 also with respect to new construction. The result of this  
15 decision, when considered in the light of Davis v. Department  
16 of Labor, 317 U.S. 249 (1942), is that in cases involving  
17 injuries suffered while working on either vessel construction  
18 or repair, federal jurisdiction is exclusive and the state may  
19 not validly apply its own act.

20 In the Davis case, the Court discussed the  
21 legislative intent behind the federal act, adopting the  
22 following construction of the act:

23 "Here again, however, Congress made clear  
24 its purpose to permit state compensation  
25 protection whenever possible, by making  
26 the federal law applicable only 'if re-  
27 covery for the disability or death through  
28 workmen's compensation proceedings may  
29 not validly be provided by state law.'"  
30 (Emphasis added.) 317 U.S. at 252-53.

31 The word "only" in the Davis opinion is conclusive  
32 support for our contention that Calbeck did more than provide  
33 concurrent jurisdiction in cases involving employment on new



1 vessel construction. If the federal act can be applied "only"  
2 when the state cannot validly apply its own act, in allowing  
3 the federal award to stand in Calbeck the Court has now removed  
4 from the reach of the state all compensation cases involving  
5 injuries under the facts of the instant case. Implicit in the  
6 result of the decision is the inescapable conclusion that in  
7 similar factual situations the state "cannot validly apply  
8 its own act."

9  
10 3. Practical Effect on Cases Involving  
11 Industrial Disease.

12 The conclusion that this case is subject to  
13 exclusive federal jurisdiction as to Plant Rubber & Asbestos  
14 Works effects a more reasonable result than would be the case  
15 if state law were applied. Under the all-inclusive federal  
16 remedy, an employee could recover on the basis of all of his  
17 employment time, even though 10% of his total working time  
18 was spent on new vessel construction and 90% on the repair of  
19 completed ships. Under the same set of facts, assuming that  
20 the state did have concurrent jurisdiction, an employer could  
21 only be held to account in apportionment for the 10% of the  
22 total employment time representing work on new construction.  
23 This is necessarily so inasmuch as the remedy available is  
24 clearly exclusively federal as to injuries suffered during  
25 employment involving vessel repairs, under the doctrine of  
26 Kierejewski, Gonsalves, Jensen and Dahl, all supra. Clearly  
27 under the well-established doctrine of the foregoing decisions,  
28 this defendant would be entitled to a time apportionment if the  
29 state has jurisdiction over it at all. Even assuming that the  
30 practical difficulties of such a procedure could be reduced  
to a minimum, the fact that an employee must have his working



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U.S. DEPARTMENT OF LABOR  
BUREAU OF COMPENSATION

1 time reduced in calculating relative percentages for each  
2 employer under state law, but would be entitled to have his  
3 total time computed under the federal act, constitutes a  
4 built-in argument on the side of exclusive federal jurisdiction  
5 in cases arising under the facts peculiar to this case. At  
6 the very least it provides a common sense justification for  
7 the result dictated by Calbeck in such cases.

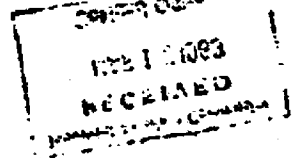
8 4. Federal Jurisdiction Is Exclusive  
9 Under 33 U.S.C. § 905.

10 In Davis v. Department of Labor, 317 U.S. (1942),  
11 the Court stated that although the Federal Act had accepted the  
12 Jensen line of demarcation between state and federal jurisdic-  
13 tion, there were still areas wherein a given worker could not  
14 easily be placed on one side of the line or the other. Reference  
15 was made to that portion of the Act providing that the liability  
16 of an employer prescribed by the Act shall be exclusive (33  
17 U.S.C. § 905), with the conclusion that said provision

18 "Gains meaning only after a litigant has  
19 been found to occupy one side or the other  
20 of the doubtful jurisdictional line, and  
21 is no assistance in discovering on which  
22 side he can properly be placed." 317 U.S.  
23 at 256.

24 Then followed the formulation of the twilight zone theory,  
25 mentioned supra, whereby the employee was held covered by state  
26 law upon the theory presuming validity of state statutes in  
27 instances where the employee could reasonably be placed on  
28 either side of the jurisdictional line.

29 The Calbeck decision has given a more potent  
30 significance to the "exclusive remedy" section of the Federal  
31 Act inasmuch as it has repudiated the twilight zone theory,  
32 a conclusion shared by Justice Stewart in his dissent as follows:



1 "Indeed if today's decision is correct then  
2 there was no reason for the 'twilight zone'  
3 doctrine worked out with such travail in  
4 Davis. For the Court now holds that the  
5 problem which led to the Davis decision  
6 never really existed." 370 U.S. at 137.

7 The majority decision clearly placed the employee on the  
8 federal side of the "doubtful jurisdictional line." Absent  
9 the operation of the twilight zone theory, 33 U.S.C. § 905  
10 has gained the "meaning" referred to in Davis, supra, and  
11 federal jurisdiction is now exclusive in all cases involving  
12 the analogous facts of Calbeck and the instant case. 33 U.S.C.  
13 § 905.

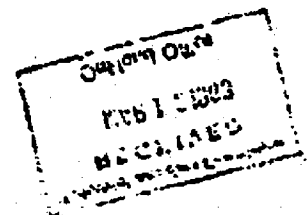
14 CONCLUSION

15 Federal jurisdiction over cases involving employment  
16 on the construction of new vessels now being exclusive, the  
17 Industrial Accident Commission of the State of California has  
18 no jurisdiction in this matter as it affects Plant Rubber &  
19 Asbestos Works. It is therefore respectfully submitted that  
20 the motion to dismiss as to this defendant should be granted.

21 Dated: March 12, 1963.

22 *Ernest H. Brobeck, Phlegger & Harrison*  
23 Brobeck, Phlegger & Harrison

24 Attorneys for Defendant,  
25 Plant Rubber & Asbestos Works.



A. W. BRUNER 1901-1960  
GORDON MINDER  
STEPHEN M. CHANDLER  
LELAND W. CHANDLER

LAW OFFICES OF  
BRUNER, MINDER & CHANDLER  
220 JUNA AVENUE  
SAN LEANDRO, CALIFORNIA

TELEPHONE  
622-0100

March 20, 1963



Industrial Accident Commission  
State Building  
1111 Jackson Street  
Oakland, California

Attn: A. H. Nelson, Referee  
Re: Edward Meyer v. Plant Rubber  
and Asbestos Co., et al.,  
Claim No. 62 SF 199-141

Dear Mr. Nelson:

Please find enclosed memorandum of points and authorities  
in opposition to motion to dismiss.

A copy has been mailed to Brobeck, Phleger & Harrison.

Very truly yours,

BRUNER, MINDER & CHANDLER

By

  
Stephen M. Chandler

SMC:ev

Enclosure

cc: Brobeck, Phleger & Harrison  
111 Sutter Street  
San Francisco 4, California



Industrial Accident Commission  
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MAR 21 1963  
Oakland Office

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF  
THE STATE OF CALIFORNIA  
CLAIM NO. 62 SF 199-141

EDWARD MEYER,

Applicant,

v.

PLANT RUBBER & ASBESTOS  
COMPANY, et al.,

Defendants.

MEMORANDUM OF POINTS AND  
AUTHORITIES IN OPPOSITION TO  
MOTION TO DISMISS

FACTS

Applicant testified at the hearing on February 23, 1963, and in answer to the written interrogatories submitted that 100% of his total working time while employed by defendant, PLANT RUBBER & ASBESTOS WORKS, was devoted to work involving new vessel construction as opposed to work involving repairs to vessels.

ARGUMENT

Defendant, PLANT RUBBER & ASBESTOS WORKS, argues that the case of Calbeck v. Travelers Insurance Co., 370 U.S. 114 (1962), results in the legal conclusion that the Federal Longshoremen's and Harbor Workers' Compensation Act has exclusive jurisdiction where an employee works on new construction involving vessels. This purported result is achieved, it is suggested, on the grounds that because the Chief Justice in Davis v. Department of Labor, 317 U.S. 249, made a statement that the Federal Act can be

THE OFFICE OF  
EDWARD MEYER  
A CHAIRMAN  
AND VICE CHAIRMAN  
SAN FRANCISCO, CALIF.  
THE OFFICE



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1 applied "only 'if recovery...may not validly be provided by  
2 state law'" and that under the Calbeck decision the injury was  
3 compensable under the Federal Act, therefore, the implication to  
4 be drawn is that the injury was removed from the state coverage.  
5 Such reasoning is specious. The result that defendant would  
6 imply is clearly not the result intended by the Supreme Court.

7 In the first place, the Court in the Davis case did not  
8 grant recovery to the applicant under the State Act on the  
9 ground there was no possible recovery under the Federal Act.  
10 The Calbeck case recognized this when it summarized the Davis  
11 decision by saying:

12 "The result /In the Davis case that compensation was  
13 afforded under the State Act was not predicated on  
14 the ground that the employment was "maritime but  
15 local," and so outside the coverage of the Longshore-  
16 men's Act. Rather the Court viewed the case as in a  
17 "twilight zone" where the applicability of state law  
18 was "extremely difficult" to determine, and resolved  
19 the doubt, of course, in favor of state law. At the  
20 same time, the Court indicated that compensation might  
21 also have been sought under the Longshoremen's Act  
22 and that an award under that Act in the very same  
23 circumstances would have been supportable..." (Emphasis  
24 added.) 317 U.S., at 128-129.

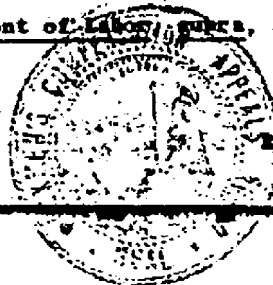
25 Secondly, the Court in Calbeck v. Travelers Insurance Co.,  
26 supra, expressly holds that:

27 "We conclude that Congress used the phrase "if recovery...  
28 may not validly be provided by State law" in a sense  
29 consistent with the delineation of coverage as reaching  
30 injuries occurring on navigable waters. By that language  
31 Congress reiterated that the Act reached all those cases  
32 of injury to employees on navigable waters as to which  
33 Jensen, Knickerbocker and Davson had rendered questionable  
34 the availability of a state compensation remedy. Congress  
35 brought under the coverage of the Act all such injuries  
36 whether or not a particular one was also within the  
37 constitutional reach of a state workmen's compensation  
38 law." (Emphasis added.) 370 U.S. 126-127.

39 This specific holding of the case hardly indicates an exclusive  
40 jurisdiction.

41 The Court then continues, "our previous decisions under the  
42 Act are entirely consistent with our conclusion", citing Davis  
43 v. Department of Labor, supra, and Avondale Marine Ways, Inc.

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1 v. Henderson, 346 U.S. 368. In this latter case the Supreme  
2 Court granted recovery under the Federal Act. The Calbeck  
3 decision in commenting on the Avondale case stated at page 129,  
4 "at the same time, since the injury did in a physical sense,  
5 occur on land, there is little doubt that a state compensation  
6 act could have been applied to it."

7 Finally, the Calbeck case indicates that in this type of  
8 case the applicant may look to either the Federal Act and the  
9 state act for relief, and possibly to both in some instances.  
10 Hence the court said,

11 "We hold that the acceptance of the payments does not  
12 constitute an election of the remedy under state law  
13 precluding recovery under the Longshoremen's Act.  
14 Nothing in the statute requires a contrary result.  
15 And we agree that the circumstances do not support a  
16 finding of a binding election to look solely to the  
17 state law for recovery." (Emphasis added.) 370 U.S. 131.

#### 18 PRACTICAL EFFECT

19 Aside from the presumption of constitutionality in cases  
20 arising under state statutes, Davis v. Department of Labor,  
21 supra, whereby the applicant is allowed the state remedy, and  
22 the many many cases which squarely hold that state workmen's  
23 compensation were constitutionally available to workers who were  
24 engaged in new ship construction, the Courts and Congress have  
25 consistently attempted to make it easy for the injured workman  
26 to secure recovery for a borderline injury without having to  
27 gamble on the forum he chose. Hence, the Davis case formulated  
28 the "twilight zone" theory which theory has not been repudiated  
29 by the Calbeck decision. The employees should not be at the  
30 mercy of uncertain expense, and delay of fighting out in  
31 litigation whether or not their borderline matter is of only  
32 state or Federal concern. The most practical effect for the  
33 employee (whom all acts are designed to protect) is to be able  
34 to bring his borderline case in either jurisdiction.

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The Calbeck case provides for double jurisdiction in these  
borderline cases where the state has constitutional recovery  
for the same injury. The federal remedy is not exclusive for  
injuries involving construction on new vessels. It is respect-  
fully submitted that the motion to dismiss should be denied.

Dated: March 20, 1963.

BRUNER, MYNDER & CHANDLER  
BY [Signature]  
ATTORNEYS FOR APPLICANT

Law Offices of  
Bruner, Mynder & Chandler  
600 Main Street  
San Francisco, Calif.  
Tel. 444-9155



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION  
OF THE STATE OF CALIFORNIA  
CLAIM NO. SF 199-141

EDWARD MEYER

Applicant

vs.

PLANT RUBBER & ASBESTOS WORKS,  
VANARSDALE-HARRIS LUMBER COMPANY,  
INC., L. J. KUPPS, et al

Defendants

DEPARTMENT OF INDUSTRIAL ACCIDENTS  
BUREAU OF INDUSTRIAL ACCIDENTS

FILED

APR 1 8 1963

TRANSCRIPT OF APPLICANT'S TESTIMONY ONLY, taken  
A. H. NELSON, REFEREE, at Oakland, California, on  
February 28, 1963; Elias Morafka, Hearing Reporter.

APPEARANCES: Applicant present, represented  
by Bruner, Minder & Chandler, Stephen  
Chandler, Esq., appearing.

Plant Rubber & Asbestos Company,  
Brobeck, Phleger & Harrison; E.  
Bennett, Esq., appearing.

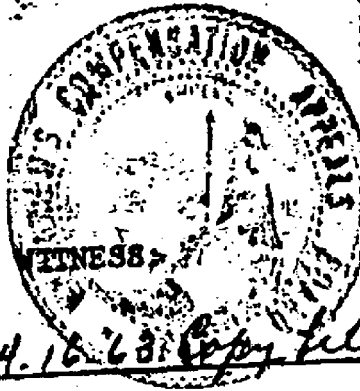
State Compensation Insurance Fund,  
James J. Vonk, Esq.

Industrial Indemnity Company,  
Indemnity Exchange, and American  
Employers Insurance Company by Kevin  
Esq.

Aetna Casualty & Surety Company,  
Sedgwick, Detert, Moran & Arnold,  
Edward L. Beggs, Esq., appearing.

Pacific Employers Insurance Company,  
Mullen & Filippi; William J. C.  
Esq., appearing.

Edward Meyer



EDWARD MEYER

Applicant, being duly sworn, testified as follows:

REFEREE: Q Your name is Edward Meyer, is it?

A Yes, sir.

Q You are the applicant in this matter?

A Yes, sir.

REFEREE: There's no objection on the part of counsel if inquiries are made?

MR. CHANDLER: No.

MR. BENNETT: Q Mr. Meyer, referring to the period 1943 and the first quarter of 1944, you worked for Plant Rubber and Asbestos Works, is that correct?

A That's right.

Q What was the general nature of the type of work that you did during that period?

A I went in as a helper.

Q Helper in what respect?

A Well, in the asbestos business. I was mixing mud and to take to the mechanics, and materials.

Q Was that the general substance of your employment during the entire period with Plant Rubber and Asbestos?

A No, I was a mechanic, I got on the tools and started putting material on pipes and covering boilers.

Q Was this entirely installation work, was this entirely in installation during the period I referred to, or did you do any manufacturing?

1 A No, it was all installation work.

2 Q Was there any cutting that took place?

3 A Oh, yes, I cut a lot of block.

4 Q Where were you employed during this period with  
5 Plant Rubber and Asbestos, what different plants or areas  
6 did you work in? A At the Moore Dry Dock Company.

7 Q At the Moore Dry Dock during the entire period?

8 A That's where Plant Rubber had its practice.

9 Q Where did you work in the different locations in  
10 the plant or different --

11 A Different berths, wherever the ships were.

12 Q And, I take it, the bulk of the work, or all of  
13 it, was work involving ships, this was during the war;  
14 is that correct?

15 A Yes, that's correct.

16 Q During the entire period of your employment with  
17 Plant Rubber and Asbestos Works, you were employed in the  
18 asbestos industry in relation to ships and navigation?

19 A That's right, all ships.

20 REFEREE: Well, he was asked whether they were ships  
21 in navigation; by that, I understand you to mean vessels  
22 that had been commissioned and were laying in for repairs.

23 MR. BENNETT: That's right, that was the question.

24 REFEREE: Q Was that so?

25 A Yes. Wait a minute now --

26 MR. BENNETT: Q In '43 and the first quarter of '44?

1 A I was doing all new work, it was all new ships for  
2 Plant Rubber and Asbestos.

3 Q But you don't --

4 REFEREE: You mean ships under construction?

5 A I mean under construction, they were building them.

6 Q They hadn't been out to sea then?

7 A No, no.

8 Q They were just under construction?

9 A They were making these new ones.

10 MR. BENNETT: Q I take it that the entire period of  
11 time that I referred to that you were working at the dock,  
12 working on these ships during the construction, was right  
13 near the launching site, is that correct?

14 A Yes, at each dock there's a boat and they had  
15 crews on different ships.

16 REFEREE: Q Did you work on the boats themselves or  
17 shore or both places?

18 A On the boats themselves.

19 MR. BENNETT: That's all I have, Mr. Referee.

20 REFEREE: Q The ships were not in drydock then,  
21 I gather?

22 A No, no, they were building them. After they come  
23 off the keel, they build them and then started putting  
24 pipes in, hot water and supply, steam pipes, high pressure  
25 steam in the boilers, and we'd insulate them.

26 REFEREE: Any other questions on this line or otherwise?

1 MR. CHANDLER: Is there any question as to jurisdic-  
2 tion, Mr. Referee.

3 REFEREE: That hasn't been raised as yet.

4 MR. BENNETT: Yes, I raised the issue and I also  
5 intimated that this had -- that this be dismissed as to  
6 Plant Rubber Works under admiralty jurisdiction, Mr.  
7 Referee. I submit that it doesn't matter whether the ships  
8 had been commissioned and been in navigation. The fact  
9 that he was working on ships during all this period on the  
10 dock side --

11 REFEREE: You are, I gather, relying upon certain  
12 recent decisions by the Supreme Court, are you not?

13 MR. BENNETT: Yes, I can't cite them at the present  
14 time, but I'd like to make a motion for the record.

15 REFEREE: I'm going to take the motion under advise-  
16 ment with the request that both of the parties submit  
17 briefs. There have been so many views expressed judicially  
18 in the part that I think that even in the profession there  
19 possibly is some misunderstanding as to what the demarca-  
20 tion is between state and federal jurisdiction so far as  
21 maritime affairs are concerned, and I'm not aware of this  
22 latest decision that you cite and in some minds, at least,  
23 it hasn't served to clarify the picture, which has been a  
24 troubled one, as you know, for many, many years. But at  
25 any rate, I think I should invite you both to submit briefs,  
26 if it is your intention to proceed against this company.

1 MR. CHANDLER: It is, Mr. Referee, and in that  
2 connection --

3 REFEREE: I will ask you to do it before it comes  
4 on for hearing, so we may rule upon it, and in the event --  
5 well, we may rule upon it, and it's possible that thereby  
6 you can avoid making an unnecessary appearance.

7 MR. BENNETT: Fine, thank you, Mr. Referee.

8 MR. CHANDLER: Could I direct a couple of questions  
9 to the applicant in regard to that?

10 REFEREE: Sure, certainly.

11 MR. CHANDLER: Q Do you know whether or not these  
12 ships that you worked on were commissioned at the time  
13 that you worked on them, do you know that?

14 A I don't know, all I know is we did the insulation  
15 on them.

16 Q When you went in to do the insulation, was there  
17 any insulation on them before you went in to do it?

18 A No.

19 Q You were doing new insulation, is that right?

20 A We were doing all new work, yes.

21 Q Had the vessels come off the ramp --

22 REFEREE: I think that's the ground of the  
23 motion for dismissal. I think counsel concedes that, but  
24 the position that he takes is that, nevertheless, it is not  
25 within the state jurisdiction, isn't that true, Mr. Bennett?

26 MR. BENNETT: Yes, we concede that in many of these

1 cases these vessels have not been commissioned.

2 MR. CHANDLER: All right, I have no further question.

3 REFEREE: Any other lines of inquiry that you might  
4 want to make for informational purposes? I have in mind  
5 that you might want to investigate, before this next  
6 hearing, with respect to the period of employment or  
7 otherwise or even as to the general nature of the work?

8 MR. VONK: I would like to.

9 Q Mr. Meyer, when you worked in this asbestos  
10 industry, was your work generally always the same for the  
11 various employers or was it different?

12 A It was pretty near the same. I mean you could  
13 cover steam lines, steam returns, supply lines, boilers in  
14 high schools and hospitals and wherever they are building;  
15 it's all construction work.

16 Q In other words, whenever you were doing this, you  
17 were covering steam lines and boilers, is that it?

18 A And all pipes, refrigeration, any pipe that called  
19 to be covered.

20 Q Covering pipes and covering boilers?

21 A That's right.

22 Q That's what you did for all these different  
23 employers?

24 REFEREE: Q And did you do any more work on ships,  
25 except for the Plant Rubber and Asbestos?

26 A No. Well, it was -- I left Plant Rubber and

1 Asbestos, I went to VanArsdale, that United Engineering.

2 MR. VONK: Q What did you do for them?

3 A It was insulation.

4 Q On what? A On boats.

5 Q For VanArsdale? A Yes.

6 Q Was it the same kind of work you did for Plant  
7 Rubber? A The same kind of work.

8 MR. VONK: I will join in that motion now as to Van  
9 Arsdale-Harris.

10 REFEREE: That is, you join in the motion for dis-  
11 missal, or you make a similar motion for dismissal as was  
12 made by Mr. Bennett, in reference to VanArsdale?

13 MR. VONK: Yes, sir.

14 REFEREE: The same ruling. In other words, the ruling  
15 will be deferred and I would ask that you submit your points  
16 and authorities, if you will do so, gentlemen, within the  
17 next two weeks so that I may rule upon it.

18 MR. VONK: Q Could you tell us what you did for Western  
19 Asbestos? A It was -- I was out in the field

20 then. I mean we were -- the war was on -- I mean the war  
21 was over when I left VanArsdale-Harris -- Western Asbestos  
22 I mean.

23 Q It wasn't on ships?

24 A No, no ship work at all.

25 REFEREE: Q No more ships after that time?

26 A Yes, in '53 for Fiberglass and -- Fiberglass.



1 Engineering and Supply, not very much ship work.

2 Q Did you do other kinds of work, too, with asbestos  
3 aside from ships, for Fiberglass Engineering?

4 A All construction work on the outside, yes, just  
5 for overnight.

6 Q Just one day? A Just one day, yes.

7 MR. TWOHY: Q Just one day?

8 A I mean on the ship work, for Fiberglass. I never  
9 worked on ships at all.

10 Q Only one day on ships while working for Fiberglass,  
11 is that correct?

12 A Yes, I was only -- it was always in the field.  
13 I mean in the field, I mean in San Jose, Los Gatos or  
14 Chico or wherever they sent me.

15 REFEREE: Any other inquiries?

16 MR. CHANDLER: Q When you worked for Van-Arsdale  
17 on the ship, did you work continuously on the ships or did  
18 you work out in the field?

19 A No, that was continuously on the ships.

20 REFEREE: Any other questions in reference to his  
21 past employment history?

22 MR. TWOHY: Q Yes, other than the work for Plant  
23 Rubber and Asbestos in '43 and '44 and VanArsdale and the  
24 one day in 1953, for Western Fiberglass, then is it  
25 correct to say that you did not -- that you did no other  
26 work on ships at all?



1 A No, I haven't been back on boats.

2 MR. TWOHY: Thank you.

3 REFEREE: We have at least one question here in  
4 regard to the identity of the employer with respect to  
5 this man Kupps. Is there anything about that situation  
6 that you want to inquire into?

7 MR. VONK: If you will get me a copy of that name,  
8 you know, that social security record, I will check that  
9 right away.

10 REFEREE: You will check out that aspect of it?

11 MR. VONK: Yes.

12 MR. BEGGS: I have just a question or two of the  
13 applicant. Q On the jobs for Fiberglass Engineering  
14 and Supply Company, what materials were used on the in-  
15 sulating jobs there?

16 A Both, eighty-five percent magnesia and fiberglass.

17 Q Thank you. Was that eighty-five, was that magnesia  
18 and fiberglass together, or does the eighty-five percent  
19 refer to one or the other?

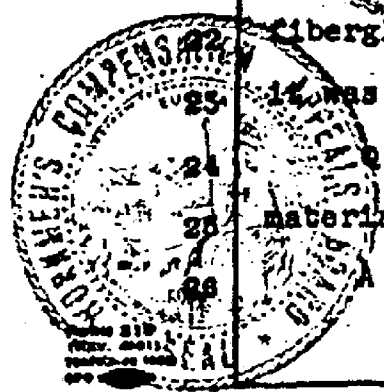
20 A I don't understand you.

21 Q Well, you say eighty-five percent magnesia and  
fiberglass?

A No, it wasn't mixed together, I meant  
it was all magnesia or it was all fiberglass.

Q And which percentage of either one of those  
materials could you give us, was it fifty-fifty?

A When I worked for them it was mostly eighty-five



1 percent magnesia. They were trying to get fiberglass out  
2 in the field, they started the field work when I worked  
3 for them.

4 MR. BEGGS: Thank you. That's all I have, Mr. Referee.

5 REFEREE: Anything else?

6 MR. BENNETT: May I ask one or two brief questions,  
7 Mr. Referee? Mr. Meyer, you stated earlier this morning  
8 that you worked a few days for Mundet Cork Corporation  
9 on loan from another employer, that you were employed by  
10 another company and that they loaned you out to Mundet  
11 Cork? A Yes.

12 Q Could you give me the name of that employer that  
13 loaned you out, so to speak?

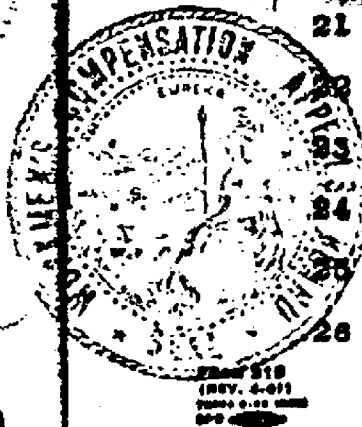
14 A I don't remember.

15 REFEREE: It's a very good question, I should have  
16 asked it myself. Was it one of these companies?

17 A It could have been Bay Cities, it could have been  
18 Western Fiberglass.

19 MR. BENNETT: Q Do you recall that you went back to  
20 the same employer that loaned you out, after you finished  
21 with your job with Mundet Cork? I realize you don't  
22 remember the name, but I wonder if you could recall that  
23 you went back to the same employer?

24 A Yes, yes, I was just loaned out. Work was slow for  
25 that company and they were rushed and needed help and we  
26 were loaned out and I come right back again, back to our



1 own plant.

2 REFEREE: Any other questions on  
3 history?

4 MR. BENNETT: Q You stated you  
5 Dock while you were at Plant Rubber and  
6 were you ever on the Moore Dry Dock plant?

7 A No, I was on the Plant Rubber

8 MR. BENNETT: That's all.

9 MR. TWOHY: I would like to ask  
10 materials were you working with at Plant  
11 was the nature of the material?

12 REFEREE: You mean the last employer  
13 Asbestos Company?

14 MR. TWOHY: Yes, sir, the last employer  
15 for?

16 A You work with both, fiberglass  
17 magnesia. It's whatever the job you  
18 If it conceals work, it will specify  
19 specifies exposed work, it would --

20 MR. CHANDLER: Q This would have  
21 periods that you worked for Plant Asbestos

22 A That's right.

23 Q This would -- would this also  
24 work that you did for Western Fiberglass

25 A Yes, we did both.

26 Q What kind of work was that,



1 A Yes, installation, boilers or pipe or steam work,  
2 hot water supply and return.

3 Q What kind of material did you use the most on these  
4 jobs, as between fiberglass and the magnesia?

5 A You mean now, up until I was working with Plant?

6 Q Right? A I would say we used fifty-fifty,  
7 just as much "mag" as I used glass.

8 REFEREE: Q That's on your last job?

9 A That's for Plant Asbestos.

10 MR. CHANDLER: Q When was fiberglass first started  
11 to be used in your trade?

12 A That was when Silicair went out of business.

13 Q About when was that?

14 A You have it in the record there when I went there.

15 REFEREE: You're going to investigate that aspect  
16 of it, as I understand it?

17 MR. CHANDLER: Yes, I am. Before that time, am I  
18 right to discuss this, magnesium was primarily used?

19 A Yes.

20 Q This is what you were primarily working with?

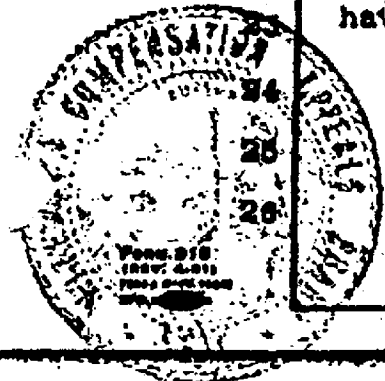
21 A Yes.

22 REFEREE: Q When you have been referring to magnesia,  
have you been using any asbestos material?

23 A It's all asbestos.

24 Q That's what you mean?

25 A Yes, magnesia is all asbestos.



1 MR. CHANDLER: Q What kind of material is this, is  
2 a loose material, is it tight material, or what is the oc  
3 sistency of the material that you were using?

4 A The covering that goes on the pipes and the  
5 boilers is a solid material, and the mud that you mixed f  
6 joints and stuff is loose material, it's like a powder.  
7 There's some samples of the material (indicating), that's  
8 magnesia.

9 Q This round, cylinder material, is this what you  
10 are talking about as the solid type?

11 A Right, and you work on any pipes that's over six  
12 inches, you take that, you take that jacket off and you  
13 wire it on.

14 Q You take the jacket off, but you apply it?

15 A Yes.

16 REFEREE: Let's not get into evidence too much, we  
17 are going into this in detail. I'm glad you brought this  
18 matter up. If anybody wants to take samples, they can take  
19 a little sample, if they think it's necessary.

20 A The magnesia mud is in the other bag. It's the  
21 same as -- it's not molded.

22 REFEREE: Any other inquiries in regard to his  
23 employment history? Of course, it's understood that when  
24 we get into the hearing itself, all of these facts will be  
25 developed in detail. The only purpose of my preliminary  
26 inquiry here is for such purposes as you might want to make

1 of it in preparation of the case.

2 MR. TWOHY: Yes, what kind of work did you do for  
3 Charles Ayres Company?

4 A The same thing.

5 Q The same thing? A The same thing.

6 MR. TWOHY: Mr. Referee, is there going to be any kind  
7 of a motion entertained for the joinder of Mr. Meyer's  
8 employer at the time that he was loaned out, so to speak,  
9 for the Mundet Cork Company?

10 REFEREE: Well, the employer has been named, hasn't  
11 it?

12 MR. VONK: That employer is probably in.

13 REFEREE: He's probably in.

14 MR. TWOHY: What was the name?

15 REFEREE: Off the record.

16 (OFF THE RECORD DISCUSSION).

17 MR. CHANDLER: Q Were you on loan when you worked for  
18 Dreisbach? A No, I was not.

19 REFEREE: Now, the next question is in regard to the  
20 forthcoming hearing, how soon it is to be held, where it  
21 is to be held, and how much time you want reserved. I  
22 think we should get the matter on at an early date.

23 MR. CHANDLER: We would be most appreciative,  
24 Mr. Referee.

25 REFEREE: I think it should be gotten on at an early  
26 date, and by early I mean possibly in thirty days time,



1 if we can accommodate the calendar to it. It's easier to  
2 get an early date in San Francisco than it is in Oakland.  
3 One thing, they are rather crowded in their quarters here,  
4 and for another thing, they make up their calendars well  
5 in advance, but anything that meets with your approval --

6 MR. CHANDLER: If at all possible, we would hope it  
7 would be here, ~~simply~~ for the convenience of the applicant.

8 REFEREE: I could make it here, but I can't guarantee  
9 that it will be within a month, but I will try, I will do  
10 the best I can along that line. All right, it will be here  
11 in Oakland, if that is your pleasure.

12 MR. CHANDLER: We would prefer it here.

13 REFEREE: It will be in Oakland, and how much time  
14 shall I reserve, one day enough?

15 MR. TWOHY: I would think that would be enough.

16 MR. VONK: I would think so.

17 REFEREE: I'm going to be setting the case now very  
18 shortly, within the next week or ten days, and if it isn't  
19 enough and you have some other witnesses you want to bring  
20 in, well, let me know within the next ten days so that I  
21 can reserve ample time.

22 MR. BEGGS: I think one day might be a little short  
23 on this, Mr. Referee.

24 REFEREE: A day and a half, two days, that should be  
25 ample, I would think.

26 MR. CHANDLER: A day and a half, I would think.

1 REFEREE: I will ask for a day and a half. Anything  
2 else now?

3 MR. BEGGS: Just a couple of questions of the  
4 applicant. Looking at your employment record, Mr. Meyer,  
5 I gather that you first worked in the insulating business  
6 around the year -- around 1943, is that right?

7 A Yes.

8 Q What type of work did you do before that?

9 A I worked for Stauffer Chemical Company.

10 Q In what capacity?

11 A I was, I guess you'd call them -- I was classi-  
12 fied as a purification operator. It was all outside work.

13 Q Purifying what?

14 A All I did was run around and read them thermometers

15 Q What were they purifying?

16 A They were making sulphuric acid.

17 Q And what other substances were you working in  
18 connection with besides sulphuric acid?

19 A Oh, sometimes I worked around the yard, I mean

20 REFEREE: Q Any other chemicals that they were  
21 manufacturing? A No, not that I worked in.

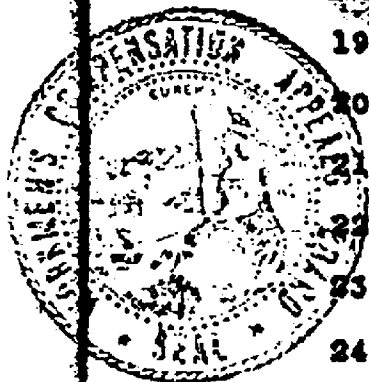
22 MR. BEGGS: Q How long did you work for Stauffer?

23 A About five years, I guess.

24 Q Why did you terminate that employment?

25 A I went to work in the shipyards.

26 MR. BEGGS: I won't pursue that any farther, Mr.



1 Referee, I realize you just want preliminary questioning.

2 \*\*\* \*\*\* \*\*\*

3 (Hearing adjourned).

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5 C E R T I F I C A T I O N  
6

7 I hereby certify that the foregoing is  
8 a full, true and correct transcript of the  
9 proceedings taken by me in shorthand on the  
10 date and in the matter described on the  
11 first page hereof.  
12

13 Elise Morafka  
14 Official Reporter  
15 INDUSTRIAL ACCIDENT COMMISSION

16 April 15, 1963  
17 (Date)  
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BEFORE THE INDUSTRIAL ACCIDENT COMMISSION  
OF THE STATE OF CALIFORNIA  
CLAIM NO. SF 199-141

EDWARD MEYER

Applicant

vs.

PLANT RUBBER & ASBESTOS WORKS,  
VANARSDALE-HARRIS LUMBER COMPANY,  
INC., L. J. KUPPS, et al

Defendants

TRANSCRIPT OF APPLICANT'S TESTIMONY ONLY, taken before  
A. H. NELSON, REFEREE, at Oakland, California, on Febru-  
ary 28, 1963; Elias Morafka, Hearing Reporter.

APPEARANCES: Applicant present, represented by  
Bruner, Minder & Chandler, Stephen N.  
Chandler, Esq., appearing.

Plant Rubber & Asbestos Company by  
Brobeck, Phleger & Harrison; Elbert  
Bennett, Esq., appearing.

State Compensation Insurance Fund by  
James J. Vonk, Esq.

Industrial Indemnity Company, Industrial  
Indemnity Exchange, and American Employ-  
ers Insurance Company by Kevin R. Trohy,  
Esq.

Aetna Casualty & Surety Company by  
Sedgwick, Detert, Moran & Arnold;  
Edward L. Beggs, Esq., appearing.

Pacific Employers Insurance Company by  
Mullen & Filippi; William J. O'Neill, Jr.,  
Esq., appearing.

WITNESS:

Edward Meyer



EDWARD MEYER

Applicant, being duly sworn, testified as follows:

REFEREE: Q Your name is Edward Meyer, is it?

A Yes, sir.

Q You are the applicant in this matter?

A Yes, sir.

REFEREE: There's no objection on the part of counsel if inquiries are made?

MR. CHANDLER: No.

MR. BENNETT: Q Mr. Meyer, referring to the period 1943 and the first quarter of 1944, you worked for Plant Rubber and Asbestos Works, is that correct?

A That's right.

Q What was the general nature of the type of work that you did during that period?

A I went in as a helper.

Q Helper in what respect?

A Well, in the asbestos business. I was mixing mud and to take to the mechanics, and materials.

Q Was that the general substance of your employment during the entire period with Plant Rubber and Asbestos?

A No, I was a mechanic, I got on the tools and started putting material on pipes and covering boilers.

Q Was this entirely installation work, was this entirely in installation during the period I referred to, or did you do any manufacturing?

1 A No, it was all installation work.

2 Q Was there any cutting that took place?

3 A Oh, yes, I cut a lot of block.

4 Q Where were you employed during this period with  
5 Plant Rubber and Asbestos, what different plants or areas  
6 did you work in? A At the Moore Dry Dock Company.

7 Q At the Moore Dry Dock during the entire period?

8 A That's where Plant Rubber had its practice.

9 Q Where did you work in the different locations in  
10 the plant or different --

11 A Different berths, wherever the ships were.

12 Q And, I take it, the bulk of the work, or all of  
13 it, was work involving ships, this was during the war;  
14 is that correct?

15 A Yes, that's correct.

16 Q During the entire period of your employment with  
17 Plant Rubber and Asbestos Works, you were employed in the  
18 asbestos industry in relation to ships and navigation?

19 A That's right, all ships.

20 REFERENCE: Well, he was asked whether they were ships  
21 in navigation; by that, I understand you to mean vessels  
22 that had been commissioned and were laying in for repairs.

23 MR. BENNETT: That's right, that was the question.

24 REFERENCE: Q Was that so?

25 A Yes. Wait a minute now --

26 MR. BENNETT: Q In '43 and the first quarter of '44?



1 A I was doing all new work, it was all new ships for  
2 Plant Rubber and Asbestos.

3 Q But you don't --

4 REFEREE: You mean ships under construction?

5 A I mean under construction, they were building them

6 Q They hadn't been out to sea then?

7 A No, no.

8 Q They were just under construction?

9 A They were making these new ones.

10 MR. BENNETT: Q I take it that the entire period of  
11 time that I referred to that you were working at the dock,  
12 working on these ships during the construction, was right  
13 near the launching site, is that correct?

14 A Yes, at each dock there's a boat and they had  
15 crews on different ships.

16 REFEREE: Q Did you work on the boats themselves or  
17 shore or both places?

18 A On the boats themselves.

19 MR. BENNETT: That's all I have, Mr. Referee.

20 REFEREE: Q The ships were not in drydock then,  
21 I gather?

22 A No, no, they were building them. After they come  
23 off the keel, they build them and then started putting  
24 pipes in, hot water and supply, steam pipes, high pressure  
25 steam in the boilers, and we'd insulate them.

26 REFEREE: Any other questions on this line or otherwise



1 MR. CHANDLER: Is there any question as to jurisdic-  
2 tion, Mr. Referee.

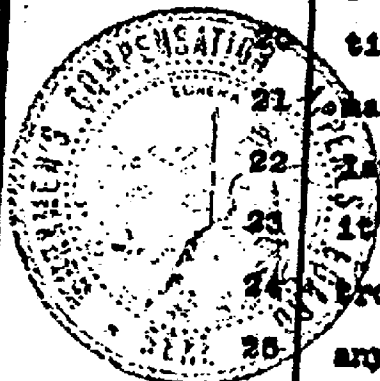
3 REFEREE: That hasn't been raised as yet.

4 MR. BENNETT: Yes, I raised the issue and I also  
5 intimated that this had -- that this be dismissed as to  
6 Plant Rubber Works under admiralty jurisdiction, Mr.  
7 Referee. I submit that it doesn't matter whether the ships  
8 had been commissioned and been in navigation. The fact  
9 that he was working on ships during all this period on the  
10 dock side --

11 REFEREE: You are, I gather, relying upon certain  
12 recent decisions by the Supreme Court, are you not?

13 MR. BENNETT: Yes, I can't cite them at the present  
14 time, but I'd like to make a motion for the record.

15 REFEREE: I'm going to take the motion under advise-  
16 ment with the request that both of the parties submit  
17 briefs. There have been so many views expressed judicially  
18 in the past that I think that even in the profession there  
19 possibly is some misunderstanding as to what the demarca-  
20 tion is between state and federal jurisdiction so far as  
21 maritime affairs are concerned, and I'm not aware of this  
22 latest decision that you cite and in some minds, at least,  
23 it hasn't served to clarify the picture, which has been a  
24 troubled one, as you know, for many, many years. But at  
25 any rate, I think I should invite you both to submit briefs,  
26 if it is your intention to proceed against this company.



1 MR. CHANDLER: It is, Mr. Referee, and in that  
2 connection --

3 REFEREE: I will ask you to do it before it comes  
4 on for hearing, so we may rule upon it, and in the event --  
5 well, we may rule upon it, and it's possible that thereby  
6 you can avoid making an unnecessary appearance.

7 MR. BENNETT: Fine, thank you, Mr. Referee.

8 MR. CHANDLER: Could I direct a couple of questions  
9 to the applicant in regard to that?

10 REFEREE: Sure, certainly.

11 MR. CHANDLER: Q Do you know whether or not these  
12 ships that you worked on were commissioned at the time  
13 that you worked on them, do you know that?

14 A I don't know, all I know is we did the insulation  
15 on them.

16 Q When you went in to do the insulation, was there  
17 any insulation on them before you went in to do it?

18 A No.

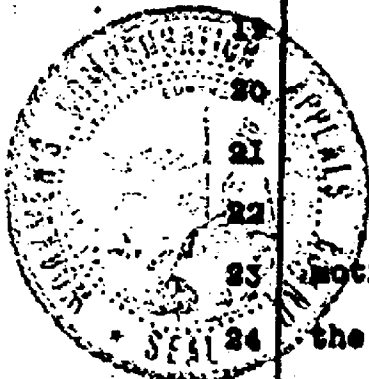
19 Q You were doing new insulation, is that right?

20 A We were doing all new work, yes.

21 Q Had the vessels come off the ramp --

22 REFEREE: I don't think that's the ground of the  
23 motion for dismissal, I think counsel concedes that, but  
24 the position that he takes is that, nevertheless, it is not  
25 within the state jurisdiction; isn't that true, Mr. Bennett?

26 MR. BENNETT: Yes, we concede that in many of these



1 cases these vessels have not been commissioned.

2 MR. CHANDLER: All right, I have no further question

3 REFEREE: Any other lines of inquiry that you might  
4 want to make for informational purposes? I have in mind  
5 that you might want to investigate, before this next  
6 hearing, with respect to the period of employment or  
7 otherwise or even as to the general nature of the work?

8 MR. VONK: I would like to.

9 Q Mr. Meyer, when you worked in this asbestos  
10 industry, was your work generally always the same for the  
11 various employers or was it different?

12 A It was pretty near the same. I mean you could  
13 cover steam lines, steam returns, supply lines, boilers in  
14 high schools and hospitals and wherever they are building;  
15 it's all construction work.

16 Q In other words, whenever you were doing this, you  
17 were covering steam lines and boilers, is that it?

18 A And all pipes, refrigeration, any pipe that called  
19 to be covered.

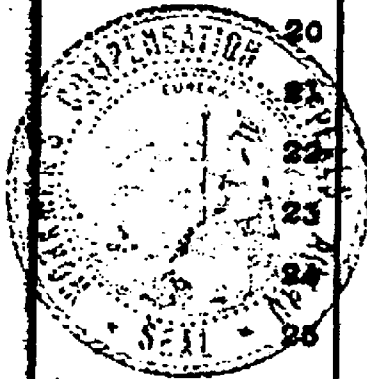
20 Q Covering pipes and covering boilers?

21 A That's right.

22 Q That's what you did for all these different  
23 employers? A That's right.

24 REFEREE: Q And did you do any more work on ships,  
25 except for the Plant Rubber and Asbestos?

26 A No. Well, it was -- I left Plant Rubber and



Form 218  
(REV. 4-51)  
5010-108-01

1 Asbestos, I went to VanArsdale, that United Engineering.

2 MR. VONK: Q What did you do for them?

3 A It was insulation.

4 Q On what? A On boats.

5 Q For VanArsdale? A Yes.

6 Q Was it the same kind of work you did for Plant  
7 Rubber? A The same kind of work.

8 MR. VONK: I will join in that motion now as to Van  
9 Arsdale-Harris.

10 REFEREE: That is, you join in the motion for dis-  
11 missal, or you make a similar motion for dismissal as was  
12 made by Mr. Bennett, in reference to VanArsdale?

13 MR. VONK: Yes, sir.

14 REFEREE: The same ruling. In other words, the ruling  
15 will be deferred and I would ask that you submit your points  
16 and authorities, if you will do so, gentlemen, within the  
17 next two weeks so that I may rule upon it.

18 MR. VONK: Q Could you tell us what you did for Western  
19 Asbestos? A It was -- I was out in the field

20 then. I mean we were -- the war was on -- I mean the war  
21 was over when I left VanArsdale-Harris -- Western Asbestos  
22 I mean.

23 Q It wasn't on ships?

24 A No, no ship work at all.

25 REFEREE: Q No more ships after that time?

26 A Yes, in '53 for Fiberglass and -- Fiberglass

1 Engineering and Supply, not very much ship work.

2 Q Did you do other kinds of work, too, with asbestos,  
3 aside from ships, for Fiberglass Engineering?

4 A All construction work on the outside, yes, just  
5 for overnight.

6 Q Just one day? A Just one day, yes.

7 MR. TWOHY: Q Just one day?

8 A I mean on the ship work, for Fiberglass. I never  
9 worked on ships at all.

10 Q Only one day on ships while working for Fiberglass,  
11 is that correct?

12 A Yes, I was only -- it was always in the field.  
13 I mean in the field, I mean in San Jose, Los Gatos or  
14 Chico or wherever they sent me.

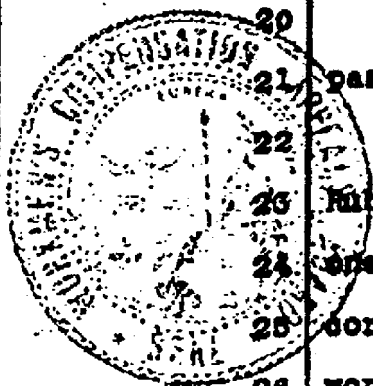
15 REFEREE: Any other inquiries?

16 MR. CHANDLER: Q When you worked for Van-Arsdale  
17 on the ship, did you work continuously on the ships or did  
18 you work out in the field?

19 A No, that was continuously on the ships.

20 REFEREE: Any other questions in reference to his  
21 past employment history?

22 MR. TWOHY: Q Yes, other than the work for Plant  
23 Rubber and Asbestos in '43 and '44 and VanArsdale and the  
24 one day in 1953, for Western Fiberglass, then is it  
25 correct to say that you did not -- that you did no other  
26 work on ships at all?



1 A No, I haven't been back on boats.

2 MR. TWOHY: Thank you.

3 REFERENCE: We have at least one question here in  
4 regard to the identity of the employer with respect to  
5 this man Kupps. Is there anything about that situation  
6 that you want to inquire into?

7 MR. VONK: If you will get me a copy of that name,  
8 you know, that social security record, I will check that out  
9 right away.

10 REFERENCE: You will check out that aspect of it?

11 MR. VONK: Yes.

12 MR. BEGGS: I have just a question or two of the  
13 applicant. Q On the jobs for Fiberglass Engineering  
14 and Supply Company, what materials were used on the in-  
15 sulating jobs there?

16 A Both, eighty-five percent magnesia and fiberglass.

17 Q Thank you. Was that eighty-five, was that magnesia  
18 and fiberglass together, or does the eighty-five percent  
19 refer to one or the other?

20 A I don't understand you.

21 Q Well, you say eighty-five percent magnesia and  
22 fiberglass?

23 A No, it wasn't mixed together, I meant  
24 it was all magnesia or it was all fiberglass.

25 Q And which percentage of either one of those  
26 materials could you give us, was it fifty-fifty?

27 A When I worked for them it was mostly eighty-five



1 percent magnesia. They were trying to get fiberglass out  
2 in the field, they started the field work when I worked  
3 for them.

4 MR. BEGGS: Thank you. That's all I have, Mr. Referee.

5 REFEREE: Anything else?

6 MR. BENNETT: May I ask one or two brief questions,  
7 Mr. Referee? Mr. Meyer, you stated earlier this morning  
8 that you worked a few days for Mundet Cork Corporation  
9 on loan from another employer, that you were employed by  
10 another company and that they loaned you out to Mundet  
11 Cork? A Yes.

12 Q Could you give me the name of that employer that  
13 loaned you out, so to speak?

14 A I don't remember.

15 REFEREE: It's a very good question, I should have  
16 asked it myself. Was it one of these companies?

17 A It could have been Bay Cities, it could have been  
18 Western Fiberglass.

19 MR. BENNETT: Q Do you recall that you went back to  
20 the same employer that loaned you out, after you finished  
21 with your job with Mundet Cork? I realize you don't  
22 remember the name, but I wonder if you could recall that  
23 you went back to the same employer?

24 A Yes, yes, I was just loaned out. Work was slow for  
25 that company and they were rushed and needed help and we  
26 were loaned out and I come right back again, back to our

1 own plant.

2 REFERENCE: Any other questions on the employment  
3 history?

4 MR. BENNETT: Q You stated you worked at Moore Dry  
5 Dock while you were at Plant Rubber and Asbestos Works;  
6 were you ever on the Moore Dry Dock payroll?

7 A No, I was on the Plant Rubber payroll.

8 MR. BENNETT: That's all.

9 MR. TWOHY: I would like to ask also what kind of  
10 materials were you working with at Plant Asbestos, what  
11 was the nature of the material?

12 REFERENCE: You mean the last employer, the Plant  
13 Asbestos Company?

14 MR. TWOHY: Yes, sir, the last employer you worked  
15 for?

16 A You work with both, fiberglass and you work with  
17 magnesia. It's whatever the job you are going on specifies.  
18 If it conceals work, it will specify fiberglass; if it  
19 specifies exposed work, it would --

20 MR. CHANDLER: Q This would have been through all the  
21 periods that you worked for Plant Asbestos?

22 A That's right.

23 Q This would -- would this also be true so far as the  
24 work that you did for Western Fiberglass and Supply Company

25 A Yes, we did both.

26 Q What kind of work was that, installation or --



1 A Yes, installation, boilers or pipe or steam work,  
2 hot water supply and return.

3 Q What kind of material did you use the most on these  
4 jobs, as between fiberglass and the magnesia?

5 A You mean now, up until I was working with Plant?

6 Q Right? A I would say we used fifty-fifty,  
7 just as much "mag" as I used glass.

8 REFERENCE: Q That's on your last job?

9 A That's for Plant Asbestos.

10 MR. CHANDLER: Q When was fiberglass first started  
11 to be used in your trade?

12 A That was when Silicair went out of business.

13 Q About when was that?

14 A You have it in the record there when I went there.

15 REFERENCE: You're going to investigate that aspect  
16 of it, as I understand it?

17 MR. CHANDLER: Yes, I am. Before that time, am I  
18 right to discuss this, magnesium was primarily used?

19 A Yes.

20 Q This is what you were primarily working with?

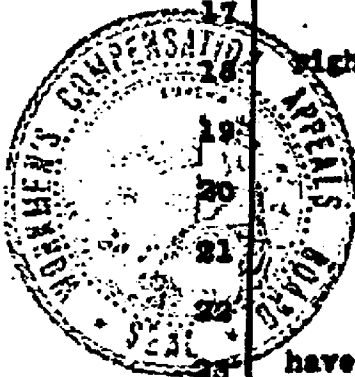
21 A Yes.

22 REFERENCE: Q When you have been referring to magnesia,  
23 have you been using any asbestos material?

24 A It's all asbestos.

25 Q That's what you mean?

26 A Yes, magnesia is all asbestos.



1 MR. CHANDLER: Q What kind of material is this, is it  
2 a loose material, is it tight material, or what is the con-  
3 sistency of the material that you were using?

4 A The covering that goes on the pipes and the  
5 boilers is a solid material, and the mud that you mixed for  
6 joints and stuff is loose material, it's like a powder.  
7 There's some samples of the material (indicating), that's  
8 magnesia.

9 Q This round, cylinder material, is this what you  
10 are talking about as the solid type?

11 A Right, and you work on any pipes that's over six  
12 inches, you take that, you take that jacket off and you  
13 wire it on.

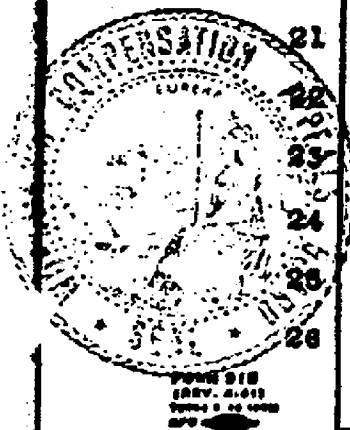
14 Q You take the jacket off, but you apply it?

15 A Yes.

16 REFEREE: Let's not get into evidence too much, we  
17 are going into this in detail. I'm glad you brought this  
18 matter up. If anybody wants to take samples, they can take  
19 a little sample, if they think it's necessary.

20 A The magnesia mud is in the other bag. It's the  
21 same as -- it's not molded.

22 REFEREE: Any other inquiries in regard to his  
23 employment history? Of course, it's understood that when  
24 we get into the hearing itself, all of these facts will be  
25 developed in detail. The only purpose of preliminary  
26 inquiry here is for such purposes as you might want to make



1 of it in preparation of the case.

2 MR. TWOHY: Yes, what kind of work did you do for  
3 Charles Ayres Company?

4 A The same thing.

5 Q The same thing? A The same thing.

6 MR. TWOHY: Mr. Referee, is there going to be any kind  
7 of a motion entertained for the joinder of Mr. Meyer's  
8 employer at the time that he was loaned out, so to speak,  
9 for the Mundet Cork Company?

10 REFEREE: Well, the employer has been named, hasn't  
11 it?

12 MR. VONK: That employer is probably in.

13 REFEREE: He's probably in.

14 MR. TWOHY: What was the name?

15 REFEREE: Off the record.

16 (OFF THE RECORD DISCUSSION).

17 MR. CHANDLER: Q Were you on loan when you worked for  
18 Dreisbach? A No, I was not.

19 REFEREE: Now, the next question is in regard to the  
20 forthcoming hearing, how soon it is to be held, where it  
21 is to be held, and how much time you want reserved. I  
22 think we should get the matter on at an early date.

23 MR. CHANDLER: We would be most appreciative,  
24 Mr. Referee.

25 REFEREE: I think it should be gotten on at an early  
26 date, and by early I mean possibly in thirty days time,

1 if we can accommodate the calendar to it. It's easier to  
2 get an early date in San Francisco than it is in Oakland.  
3 One thing, they are rather crowded in their quarters here,  
4 and for another thing, they make up their calendars well  
5 in advance, but anything that meets with your approval --

6 MR. CHANDLER: If at all possible, we would hope it  
7 would be here, simply for the convenience of the applicant.

8 REFEREE: I could make it here, but I can't guarantee  
9 that it will be within a month, but I will try, I will do  
10 the best I can along that line. All right, it will be here  
11 in Oakland, if that is your pleasure.

12 MR. CHANDLER: We would prefer it here.

13 REFEREE: It will be in Oakland, and how much time  
14 shall I reserve, one day enough?

15 MR. TWOHY: I would think that would be enough.

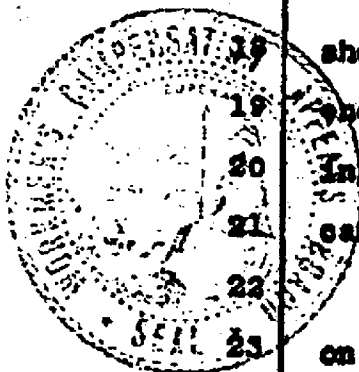
16 MR. VONK: I would think so.

17 REFEREE: I'm going to be setting the case now very  
18 shortly, within the next week or ten days, and if it isn't  
19 enough and you have some other witnesses you want to bring  
20 in, well, let me know within the next ten days so that I  
21 can reserve ample time.

22 MR. BEGGS: I think one day might be a little short  
23 on this, Mr. Referee.

24 REFEREE: A day and a half, two days, that should be  
25 ample, I would think.

26 MR. CHANDLER: A day and a half, I would think.



1 REFERENCE: I will ask for a day and a half. Anything  
2 else now?

3 MR. BEGGS: Just a couple of questions of the  
4 applicant. Looking at your employment record, Mr. Meyer,  
5 I gather that you first worked in the insulating business  
6 around the year -- around 1943, is that right?

7 A Yes.

8 Q What type of work did you do before that?

9 A I worked for Stauffer Chemical Company.

10 Q In what capacity?

11 A I was, I guess you'd call them -- I was classi-  
12 fied as a purification operator. It was all outside work.

13 Q Purifying what?

14 A All I did was run around and read them thermometers.

15 Q What were they purifying?

16 A They were making sulphuric acid.

17 Q And what other substances were you working in  
18 connection with besides sulphuric acid?

19 A Oh, sometimes I worked around the yard, I mean --

20 REFERENCE: Q Any other chemicals that they were  
21 manufacturing? A No, not that I worked in.

22 MR. BEGGS: Q How long did you work for Stauffer?

23 A About five years, I guess.

24 Q Why did you terminate that employment?

25 A I went to work in the shipyards.

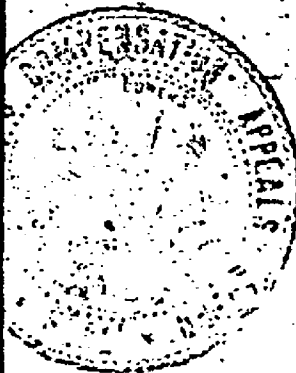
26 MR. BEGGS: I won't pursue that any farther, Mr. Meyer.

1 Referee, I realize you just want preliminary questioning.

2 \*\*\* \*\*\* \*\*\*

3 (Hearing adjourned).

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BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA  
CLAIM NO. 62 SP 199-141

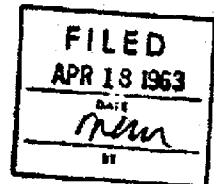
EDWARD MEYER,

Applicant,

vs.

PLANT RUBBER & ASBESTOS WORKS,  
VANARSDALE - HARRIS LUMBER CO.,  
INC., L. J. KUPPS, et al, and  
STATE COMPENSATION INSURANCE FUND,  
INDUSTRIAL INDEMNITY COMPANY, et al,  
Defendants.

ORDER DENYING  
MOTION FOR DISMISSAL



GOOD CAUSE APPEARING THEREFOR:

IT IS ORDERED that defendant Plant Rubber & Asbestos Works' Motion for Dismissal upon the ground of lack of jurisdiction over the subject matter be, and it hereby is denied at this time.

*A. H. Nelson*  
A. H. NELSON, Referee  
INDUSTRIAL ACCIDENT COMMISSION

APR 18 1963

Filed and served on:

Brobeck, Phleger & Harrison, 111 Sutter St., SF  
State Compensation Ins. Fund - Personal Service  
Brumer, Minder & Chandler, 220 Juana Ave., San Leandro  
Kevin Twoby, 777 No. First St., San Jose  
Mullen & Filippi, 315 Montgomery St., SF  
Sedgwick, Detroit, Moran & Arnold, 100 Bush St., SF  
Henry Sanford, 582 Market St., SF  
Calif. Casualty Indemnity Exchange, 550 Kearny St., SF  
Hanna & Brophy, 1540 San Pablo Ave., Oakland



APM:alm

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA

EDWARD MEYER

No. 62 SF 199-141

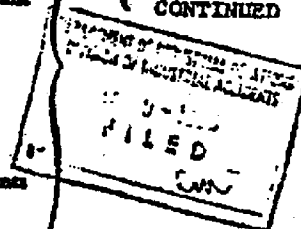
Applicant

MINUTES OF HEARING  
( CONTINUED )

vs.

PLANT RUBBER & ASBESTOS WORKS,  
VAN ARSDALE-HARRIS LUMBER COMPANY,  
INC., L. J. KUPPS, et al,

Defendants



Place and Time: Oakland, May 8, 1963, 9:00 a.m.

Referee: NELSON  
Reporter: MORAFKA

Appearances: Applicant present, represented by Bruner, Minder & Chandler; Stephen M. Chandler, Esq., appearing.  
Plant Rubber & Asbestos Company by Brobeck, Phleger & Harrison; Elbert Bennett, Esq., appearing.  
State Compensation Insurance Fund by James J. Vonk, Esq.  
Industrial Indemnity Exchange, Industrial Indemnity Company and American Employers Insurance Company by Kevin R. Twoby, Esq.  
Aetna Casualty & Surety Company by Sedgwick, Detert, Moran & Arnold; C. Gordon Taylor, Esq., appearing.  
California Casualty Indemnity Exchange by Hanna & Brophy; Ivan A. Schwab, Esq., appearing.  
General Accident, Fire & Life Insurance Company by Henry G. Sanford, Esq.

NO TESTIMONY TAKEN.



DISPOSITION: Submitted on filing of compromise and release agreement.

**EXHIBITS:**

Applicant's 9 - Report of Dr. Adams, 5/2/63.  
Deft. Cal. Casualty's C - Report of Dr. Lewis, 4/23/63.

**STIPULATIONS:**

General Accident, Fire & Life Insurance Company was the workmen's compensation insurance carrier for the Philip Carey Manufacturing Company in the years 1956 and 1957.

California Casualty Indemnity Exchange was the workmen's compensation insurance carrier for the Dutton Asbestos & Supply Company in the period October 1, 1953, through April 8, 1956.

All those reports and documents previously received and marked as Applicant's exhibits 1-8, inclusive, and State Fund's A and B are again received in evidence and given the respective numbers and letters that were previously assigned.

California Casualty Indemnity Exchange places all of the material facts at ISSUE, including the statute of limitations and prejudice from lack of notice.

General Accident, Fire & Life Insurance Company places all of the material facts at issue, including statute of limitations and prejudice from lack of notice.

Medical-legal costs is among the issues, as is the question of the allowance of the lien claim of the Department of Employment.



-2-

BURTON E. ADAMS, M. D.  
ROBERT M. ADAMS, M. D.  
1300 SANCROFT AVENUE  
SAN LEANDRO, CALIFORNIA  
MEDICINE 2-6118  
PRACTICE LIMITED TO SURGERY

May 2, 1943

*Exp 5/4/43*

Steven Chaadler  
1326 E. 14th Street  
Best Building  
San Leandro, California

Re: Edward Meyer

Dear Steven:

Mr. Meyer was hospitalized on April 19 through the 27th of April with an acute infection of his trachea and bronchi, probably following a cold. Since Mr. Meyer has such an inadequate pulmonary reserve, this precipitated marked difficulty in breathing, and it was necessary to treat him with oxygen for about 48 hours. He slowly responded to antibiotics, became afebrile, and was feeling better, though more anemic, when he went home. Since I believe that his pulmonary reserve will not improve, and, if anything, deteriorate, it is entirely possible that he will develop this type of syndrome and probably need hospitalization with subsequent colds.

Another factor in his disease that we have not discussed sufficiently is that problem he has with his colon. Shortly after his discharge from the hospital, he first developed difficulty in passing his stool following a period of diarrhea. On examination at this time we made a probable diagnosis of early ulcerative colitis. This disease has been of mild severity, and he has tolerated it well since then. Any physical or emotional upset still increases his constipation and rectal pain. Medically speaking, we do not know the cause of ulcerative colitis, although it is associated with emotional strains of any sort. I feel that if the asbestosis and the carcinoma are not the cause of the ulcerative colitis, certainly the mental stresses of these two diseases and the outlook from them have exaggerated his colonic disease.

If I can be of further assistance to you, please let me know.

Very truly yours,

*Robert M. Adams*  
ROBERT M. ADAMS, M. D.

RMA/js

SAN FRANCISCO OFFICE  
100 BUSH STREET  
SAN FRANCISCO 4

SAN JOSE OFFICE  
1071 THE ALABAMA  
SAN JOSE 26, CALIF.

LAW OFFICE OF  
HANNA & BROPHY  
1740 SAN PABLO AVENUE  
OAKLAND 12, CALIFORNIA  
TELEPHONE 2-8840

SACRAMENTO OFFICE  
800 N STREET  
SACRAMENTO 21, CALIFORNIA

SACRAMENTO OFFICE  
800 J STREET  
SACRAMENTO 14, CALIF.

May 6, 1963

*per letter*

*En C.*

Industrial Accident Commission  
1111 Jackson Street  
Oakland, California

Re: Edward Meyer vs.  
Dutton Asbestos Supply, et al  
I.A.C. No. 62 SF 199-141

Gentlemen:

We attach the report of Dr. Leon Lewis, dated April 23, 1963, to be filed on behalf of our clients, copies being this day mailed to the parties listed below.

Very truly yours,

*Ivan A. Schweb*

IAS:ER:  
Enc.

- c.c. Brobeck, Phleger & Harrison  
Attorneys at Law  
111 Sutter St., S.F.
- c.c. State Fund (Att: James J. Venk)
- c.c. Kevin E. Twohy  
Attorney at Law  
777 North First St.  
San Jose, Calif.
- c.c. Sedgwick, Detert, Moran &  
Arnold, Attorneys at Law  
100 Bush St., S. F.
- c.c. Henry G. Sanford  
Attorney at Law  
Robert Bldg., S.F.
- c.c. Calif. Cas. Ind. Exch.  
S.F. (WC 174002)



ADLAN COHN, M.D.  
LEON LEWIS, M.D.  
SHELDON MARGEN, M.D.  
8400 WEBSTER STREET  
BERKELEY 8, CALIFORNIA  
TELEPHONE 8-9788

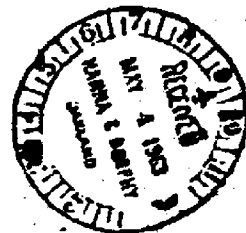
INTERNAL MEDICINE

April 23, 1963

Hanna and Brophy  
1540 San Pablo Avenue  
Oakland 12, California

Attention: Mr. Ivan A. Schweb

Re: MEYER, Mr. Edward  
vs Plant Rubber and Asbestos Works, et al  
IAC Claim Number: SF 199-141



Gentlemen:

Mr. Meyer was examined today at your request at the San Leandro Memorial Hospital. He is a 48 year old male, married, with two adult children.

EMPLOYMENT HISTORY:

Plant Rubber and Asbestos Works, asbestos insulation worker, five or six years to March 1962. During 21 years he worked for nine different employers, always performing the same type of work, covering pipes and boilers with asbestos moids. The material used was called 85% magnesium pipe covering.

PHYSICIANS:

R. H. Adams, M. D.; G. Stephens, M. D.; K. Hardy, M. D.; C. M. Christensen, M. D. (radiology - therapy).

HOSPITALIZATION:

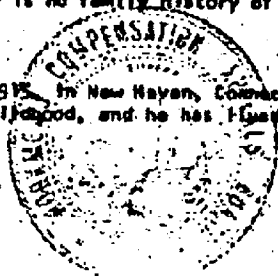
Doctors' Hospital, San Leandro, March 22, 1962, for 1 day; April 10 - 21, 1962. San Leandro Memorial Hospital, April 19, 1963, to the present.

FAMILY HISTORY:

Father died at 66 of a "stroke". Mother died at 60 of cancer of the liver. One brother died at 39 of a "stroke"; another living brother has back trouble. Two sisters are well. Mr. Meyer's wife has chronic pancreatic insufficiency. His two adult children are well. There are no other instances of cancer in the family other than his mother. There is no family history of diabetes or tuberculosis.

PERSONAL HISTORY:

Mr. Meyer was born April 8, 1915, in New Haven, Connecticut. His family moved to the Bay Area during his childhood, and he has lived here ever since. He



ADRIAN CONN, M.D.  
LEON LEWIS, M.D.  
SHELDON MARGIN, M.D.

Re: MEYER, Mr. Edward  
April 23, 1963  
Page 2.

completed the first year of high school. There was no military service. He limited the use of tobacco to about one package of cigarettes daily for many years. Alcohol was used in moderation.

Mr. Meyer has been certified for Social Security benefits on the basis of disability.

PAST MEDICAL HISTORY:

He recalls no significant past illnesses. In 1952 there was a head injury with skull fracture while he was installing insulation in the bottom of a ship and a ballast weight dropped on his head. In 1957 craniotomy was performed for removal of subdural hematoma due to the injury five years previously. (W. B. Allen, M.D.) During the interval between head injury and craniotomy he developed post-traumatic epilepsy, and Dilantin therapy was instituted. He has continued the use of this drug to date, although he has had no recurrence since operation. On occasions he sees Dr. L. Lawrence for follow-up of his cerebral injury. Appendectomy was performed (date not recalled). He developed a post-appendectomy fistula and required secondary repair. He was once thought to have ulcerative colitis. In 1958 or 1959 he was hospitalized at Providence Hospital with the diagnosis of pneumonia.

SYSTEMIC REVIEW:

Mr. Meyer is too distressed to interrogate in detail. He has suffered from constipation recently, possibly resulting from medication. His principal symptoms are indicated by the Chief Complaints.

CHIEF COMPLAINTS:

1. Persistent chronic cough, productive of whitish expectoration, of several years' duration.
2. Increasingly severe cough since March 1962.
3. Progressive shortness of breath.
4. Acute episode of shortness of breath four days ago.

HISTORY OF THE PRESENT ILLNESS:

On April 19, 1963, Mr. Meyer entered San Leandro Memorial Hospital on the advice of Dr. Robert Adams, because of acute dyspnea, cough and fever. On April 14 he was chilled when he was caught in the rain. He developed an acute respiratory infection, and became very dyspneic the following day. Dr. Hardy suggested that he use a steam tent at home, but his cough became worse, more productive, and the temperature rose to 103° F. On April 19 his chest became quite painful, and he was ordered to the hospital.

ARLAN COHN, M.D.  
GEORGE LEWIS, M.D.  
SHELDON MARGEN, M.D.

Re: MEYER, Mr. Edward  
April 23, 1963  
Page 3.

For approximately three years prior to a thoracotomy in April 1962, Mr. Meyer had noted progressive shortness of breath. This became very much worse before his hospitalization a year ago.

In April 1962 Dr. K. Hardy performed a thoracotomy for biopsy of the lung. Mr. Meyer says that "they got a tumor on my chest".

Mr. Meyer ascribes the shortness of breath to a tumor and damage to the lung due to inhalation of asbestos. During the 21 years he has worked with asbestos insulation, he has worked without respiratory protective devices -- at times in situations where considerable dust was generated, and at times where ventilation prevented dust accumulation. He states that none of the workers with whom he has been associated have worn masks or other protective devices.

Since surgery in 1962 Mr. Meyer has been totally disabled. He has been unable to walk more than a very short distance without having very marked shortness of breath. He has spent the time at home. He received a series of radioactive cobalt treatments, under the supervision of Dr. Christiansen. This did not prove helpful. He has remained under the supervision of Drs. Hardy and Adams.

#### PHYSICAL EXAMINATION:

Estimated weight, 170 pounds (or less). Estimated height 68 inches. Blood pressure 146/96 (recorded blood pressure values on the hospital chart are all in normal range).

Mr. Meyer is a moderately uncomfortable, obviously dyspneic white male, of mesomorphic constitution, well muscled and without apparent deformity. There are bilateral scars of the frontal area and one of the left temporal area; there is a right thoracotomy scar, and a right abdominal incision.

Aside from the scars and slight depressions in the areas, the cranium is negative. Eyes, ears, nose and throat are clear. There are fissures in the angles of the mouth. The tongue is smooth and pink. The palate and pharynx are clear. The mouth is edentulous, well compensated.

The neck is free of palpable lymph nodes, and there are none in the axillae. The thyroid gland is not enlarged. Carotid artery pulses are normal.

The thorax is asymmetrical. The right hemithorax is smaller than the left. There is generalized impairment of resonance and dullness at the right base. Breath sounds are distant, almost absent at the right base, and are bronchovesicular to bronchial in character throughout. There are many loud inspiratory rales of both lung bases, more marked on the right than the left. The area of

ABRAHAM COHN, M.D.  
LEON LEWIS, M.D.  
SHELDON MARGEN, M.D.

Re: MEYER, Mr. Edward  
April 23, 1963  
Page 4.

cardiac dullness cannot be made out. Heart rate and rhythm are normal. The aortic second sound is somewhat accentuated. There are no murmurs.

The abdomen is soft. There are no palpable masses. The liver is not enlarged. The genitalia appear normal.

The extremities show slight cyanosis of the fingernails. The toenails are all somewhat abnormal. Several are markedly horny and thick. There is no clubbing of the fingers or toes.

#### Neurological Examinations:

Mr. Meyer is a well oriented, intelligent and cooperative man, who seems to bear his extreme disability with remarkable equanimity. His manner is friendly, and his mood is not remarkably depressed.

As tested in bed, there are no apparent abnormalities of the nervous system. Cranial nerve examination is negative. Sensory and motor function are intact. Reflexes are physiological.

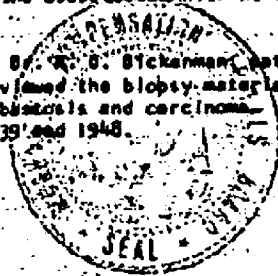
#### REVIEW OF MEDICAL REPORTS:

An early radiograph of February 10, 1962, is reported by J. B. Coate, M.D., as showing: a soft tissue shadow protruding from the right side of the mediastinum at the level of the aortic arch and "bilateral thickening of the bronchovascular shadows in both lower lobes, as described on previous examination April 22, 1961". Dr. Coate thought the changes in the lower lobes suggested pulmonary occupational disease.

Bopsy specimens from thoracotomy on April 11, 1962, consisted of two pieces of lung, one of which consisted mostly of tumor showing the microscopic character of oat cell bronchogenic carcinoma. This section, as well as the one without tumor, showed a few asbestos bodies and variable fibrosis.

Although there are no reports on file directly from Dr. K. Hardy, the thoracic surgeon who performed thoracotomy, there is a report from Dr. R. M. Adams which indicates that he considered Mr. Meyer permanently disabled, "mainly because of his inoperable carcinoma of the lung . . ." which he thought "directly connected with the asbestosis which he developed as a result of his employment".

This view is supported by Dr. R. G. Bickman, pathologist, in a report of November 27, 1962. He reviewed the biopsy material and listed four references dealing with pulmonary asbestosis and carcinoma. The articles referred to were published between 1939 and 1948.



ARLAN COHN, M.D.  
LEON LEVIE, M.D.  
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Re: MEYER, Mr. Edward  
April 23, 1963  
Page 5.

ANNOTATED BIBLIOGRAPHY:

Three of the articles referred to by Dr. Dickman were submitted for review by Mr. James J. Vonk of the State Compensation Insurance Fund.

1. Curston, R. J. R., "Squamous Cell Carcinoma Occurring in Asbestosis of the Lung", British J. Cancer, 2:249, 1948.

The author reports a case of a 37 year old woman who worked in a factory making asbestos pipe covers for seven years between ages 15 and 22. She developed severe respiratory symptoms, terminally a pleural effusion, and clinical signs suggesting neoplasm. At autopsy a bronchogenic carcinoma was found in the left lower lobe. On histologic examination, this was considered to be a non-keratinizing squamous cell carcinoma. There was also sub-pleural fibrosis, thought due to asbestosis. Typical giant cells and asbestos bodies were observed. The author refers to prior observations in 19 cases of neoplasm associated with asbestosis up to 1943, and states that the question of relationship between the two disorders could not at that time be specified.

2. Homburger, F., "The Coincidence of Primary Carcinoma of the Lungs and Pulmonary Asbestosis: Analysis of Literature and Report of Three Cases", American J. Path., 19:797, September 1943.

Homburger reports "at least 19 known cases", including the three he reported, of asbestosis associated with pulmonary carcinoma. In his laboratory there were four instances of carcinoma in eight cases of asbestosis examined.

In a tabular summary of the reported cases, it is interesting to note that the duration of exposure varied from 19 months to 25 years, that there were intervals of freedom from exposure before death for as long as 15 years, that almost all of the tumors were squamous or oat cell type, and that all but four of the carcinomas are indicated as having occurred in either the right or left lower lobe.

3. Hueper, W. C., "Environmental and Occupational Cancer", U. S. Public Health Service, Supp. 209, 1949.

Hueper reports 23 cases of "asbestos cancer of the lung" in the American, English and German literature since 1935. Among 32 autopsies on asbestos workers reported by a German observer (Wedler), there were 14 cases of lung cancer, 4 in females.

Hueper states that histological character of the cancers and histogenetic derivation "support a specific causation of these reactions by inhaled asbestos dust".

ARLAN CONN, M.D.  
LEON LEWIS, M.D.  
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Re: MEYER, Mr. Edward  
April 23, 1963  
Page 6.

The following additional summaries are submitted, as selected from a large number of articles reviewed:

4. Bonser, G. M., Faulds, J. S., and Stewart, M. J., "Occupational Cancers of the Urinary Bladder in Dyestuff Operatives and of the Lung in Asbestos Textile Workers and Iron-Ore Miners", A. M. J. Clin. Path., 25:126, February 1955.

This study from the University of Leeds, Carlisle, England, states that in 1928 one of the authors (MJS) began to collect data from workers in two factories and eventually had a series of 80 autopsies among workers exposed to asbestos. In the lungs of 8 persons autopsied, there were small numbers of asbestos bodies, but no pulmonary asbestosis. A total of 72 subjects -- 46 male and 26 female -- had asbestosis, and among these 12 males and 3 females had developed tuberculosis, and 12 males and 2 females had developed lung cancer. In other words, among the males 26.1% developed cancer, and among the females 8.7% developed cancer. The average age at death was 56.

The authors point out that "no adequate comparable post mortem material from persons working under factory conditions and not exposed to asbestos dust is available with which to compare the incidence of lung cancer in asbestos workers. The incidence here cited is very high, and in comparison with the incidence in iron-ore miners must be highly significant. The occurrence of occupational lung cancer in the exposed female is noteworthy." The authors state that, following introduction of regulations for the control of asbestos dust, the occurrence of both asbestosis and associated cancer showed a definite decline.

5. Doll, R., "Mortality from Lung Cancer in Asbestos Workers", Brit. J. of Indust. Med., 12:81, April 1955.

Doll reports the cause of death as determined at autopsies for 105 persons employed at one asbestos works. Lung cancer was found in 18 instances, 15 times in association with asbestosis.

The following interesting comment occurs in the summary: "113 men who had worked for at least 20 years in places where they were liable to be exposed to asbestos dust were followed up, and the mortality among them compared to that which would have been expected on the basis of the mortality experience of the whole male population. 39 deaths occurred in the group; 15.4 were expected. The excess was entirely due to excess deaths from lung cancer (11 against 0.8 expected) and from other respiratory and cardiovascular diseases (22 against 7.6 expected). All the cases of lung cancer were confirmed histologically, and all were associated with the presence of asbestosis." (Note: Underlining by L.L.)

ADAM CONN, M.D.  
LEON LEWIS, M.D.  
SHELDON MARGEN, M.D.

Re: MEYER, Mr. Edward  
April 23, 1963  
Page 4.

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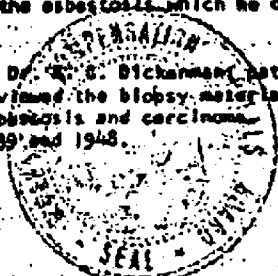
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Re: MEYER, Mr. Edward  
April 23, 1963  
Page 5.

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ARLAN COHN, M.D.  
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Re: MEYER, Mr. Edward  
April 23, 1963  
Page 6.

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ARLAN COHN, M.D.  
LEON LEWIS, M.D.  
SHELDON MARGEN, M.D.

Re: MEYER, Mr. Edward  
April 23, 1963  
Page 7.

6. Lynch, K. H., McIver, F. A., Cain, J. R., "Pulmonary Tumors in Mice Exposed to Asbestos Dust," A. M. A. Arch. Indust. Health, 15:207, March 1957.

These workers at the Harvard School of Public Health exposed mice to dusty atmosphere containing asbestos fibers. 127 animals, killed after 17 months' exposure, were compared to 222 controlled animals. Primary lung tumors were found in both groups: 40% of the dusted mice and 36% of the controls. Multiple pulmonary tumors were demonstrated in 18% of the dusted and 8% of the controls. The authors were unable to establish proof of malignancy. They state they were "unable to demonstrate any proof of the carcinogenicity of asbestos under the conditions of this experiment, but the increased incidence of multiple lung tumors in dusted animals must be regarded as a possible accentuation by the inhalation of asbestos dust of an existing tendency to develop lung tumors". They disclaim any significant contribution of this study to solution of the problem of relationship between asbestosis and cancer in man.

7. Braun, D. C., Truan, T. D., "An Epidemiological Study of Lung Cancer in Asbestos Miners", A. M. A. Arch. of Indust. Health, 17:634, June 1958.

This comprehensive article reviews the evidence for and against the association of lung cancer with asbestos exposure and asbestosis. The authors point out that there has been a serious defect in most of the studies -- namely, that they were concerned only with the dead and not with the living workers in the asbestos industries. In order to remedy this defect, they studied causes of death among a large segment of population in Quebec, and attempted to relate cancer of the lung to dust exposure, duration of employment, and smoking habits. In the end they compared the death rates from cancer of the lung for asbestos workers to that of other population groups in Quebec, according to accepted statistical methods.

They state: "The mortality rate for lung cancer as computed on the basis of 9 'proved' deaths among the cohort (i. e., asbestos exposed. L. L.) was 25.3 per 100,000. When the 3 small 'suspected' cases were added, the total 'rate' for the cohort was 33.8." According to their findings, these authors thought the mortality rate from lung cancer did not appear to increase with length or degree of exposure -- facts which they considered strong evidence against the carcinogenicity of asbestos.

Although there were small variations in rate among various population groups studied, the authors state: "On the basis of what are believed to be complete and reliable data, it seems fair to conclude that the asbestos miners in the Province of Quebec do not have a significantly higher death rate from lung cancer than do comparable segments of the general population."

This article does not give an account of the mineralogy of asbestos in Quebec. The study was made possible through a grant from the Quebec Asbestos Mining Association.

ADAM CONN, M.D.  
LEON LEWIS, M.D.  
SNEEDON MARGEN, M.D.

Re: MEYER, Mr. Edward  
April 23, 1963  
Page 8.

Braun and Truan quote Goldblatt and Goldblatt, who contributed a section edited by E. R. A. Merewether, the head of official industrial hygiene for Great Britain, entitled: "Industrial Carcinogenesis and Toxicology". The Goldblatts said, with reference to asbestos, "there is no reliable criterion by which one can anticipate carcinogenicity and, as is well known, relatively minute changes in the structure of a chemical carcinogen are sufficient to diminish or eliminate carcinogenetic action. . . . if asbestos is indeed to be regarded as a carcinogen, the need is felt to demonstrate some property which can be regarded as something more than inertness". They thought that until evidence of direct carcinogenesis was established, asbestos might be considered as a "co-carcinogen".

This point is, in our opinion, very important, since it is possible that known chemical carcinogens, such as those in tobacco tars, may actually be concentrated by absorption on asbestos dust and fibers. The possibility that carcinogenesis may be abetted by asbestos seems to us to be a fruitful approach to further investigation.

B. Anderson, J., Campagna, F. A., "Asbestosis and Carcinoma of the Lung: Case Report and Review of the Literature", Arch. of Environmental Health, 1:27, July 1960.

This is another single case report of a 52 year old man who worked for 30 years as an asbestos insulator, both inside and outside, in new and old buildings. He wore no protective gear at any time. In addition to asbestos, he was exposed to fiberglass. He was a heavy smoker until five years prior to his death, having smoked "three packages of cigarettes daily for many years". The autopsy findings revealed diffuse asbestosis with typical asbestos bodies, alveolar septal thickening, and thickened pleura. There was a large tumor mass of the right hilar area which, on microscopic examination, revealed bronchogenic carcinoma.

This case report illustrates the difficulty of distinguishing the carcinogenic effect of other pulmonary irritants from that of tobacco.

#### DISCUSSION:

In an early article on asbestos hazards published by the International Labor Office in 1938, criteria were proposed for the establishment of industrial origin of cancer. It was said the following two conditions must be satisfied: "(1) that the incidence-rate in the occupation under review should exceed that in the general population to a significant extent and (2) that in the occupation concerned there should be sufficient association of a worker with a substance

ARLAN COHN, M.D.  
LEON LEWIS, M.D.  
SHELDON MARGEN, M.D.

Re: MEYER, Mr. Edward  
April 23, 1963  
Page 9.

proved experimentally to have carcinogenetic properties." At that time the author said, "These two postulates cannot yet be regarded as having been fulfilled in the case of the asbestos industry, but there is sufficient evidence to warrant careful observation in the future."

In 1963, 25 years after these remarks were written, it can still be said that absolute proof of causal relationship between asbestos and lung cancer has not been established. Detailed epidemiological work, such as that reported by Braun and Treen, suggests the possibility that autopsy data may be misleading. The increasing frequency of lung cancer among both sexes, and the apparent correlation with use of tobacco and inhalation of smog, undoubtedly confuse the issue.

Despite the absence of certain proof, however, there are several suggestive indications of relationship between asbestos inhalation and lung cancer. These are:

1. The unusually high percentage of cancer deaths among individuals with proved asbestosis.
2. The relatively high frequency of lung cancer in women asbestos workers -- data observed before the frequency of lung cancer in the female began to rise in the general population.
3. The high prevalence of carcinoma of the lower lobe, as contrasted with a more random distribution and relatively high incidence of upper lobe carcinoma in general.
4. The frequent occurrence of squamous and oat cell carcinoma in association with asbestosis.
5. The decline in the frequency of asbestosis and of lung cancer among British operatives after the institution of dust control measures.

On the basis of the established diagnosis in this case and the admittedly disputable but generally positive evidence of correlation between asbestosis and lung cancer, it is our opinion that Mr. Edward Meyer is suffering from a disease which has as part of its etiology occupational exposure to asbestos fibers.

DIAGNOSIS:

1. Pneumoconiosis: Asbestosis.
2. Oat cell carcinoma of the lung.



ARLAN CORN, M.D.  
LEON LEVY, M.D.  
SHELDON HARGEN, M.D.

Re: MEYER, Mr. Edward  
April 23, 1963  
Page 10.

3. History of post-traumatic epilepsy and late surgical treatment of  
subdural hematoma.

Sincerely yours,

*Leon Lewis*  
Leon Lewis, M.D.  
LL:lk



A. W. BRUNER 000-11000  
GORDON MINDER  
STEPHEN M. CHANDLER  
LELAND W. BRUNER

LAW OFFICES OF  
BRUNER, MINDER & CHANDLER  
220 JUANA AVENUE  
SAN LEANDRO, CALIFORNIA

TELEPHONE  
000-0000

May 22, 1963

RECEIVED  
MAY 21 1963  
INDUSTRIAL ACCIDENT  
COMMISSION  
SAN FRANCISCO OFFICE

Industrial Accident Commission  
455 Golden Gate Avenue  
Room 2202  
San Francisco, California

Re: Edward Meyer v. Plant Rubber &  
Asbestos Works, et al, I.A.C.  
No. 62 SF 199-141

Gentlemen:

Our client has on May 17, 1963, signed a proposed compromise and release in the above referenced matter and we have put the same in the mail to the State Compensation Insurance Fund for signature and circulation among the remainder of the parties.

We are enclosing in this letter an additional medical report of Dr. Adams dated May 13, 1963, which we request be filed and admitted in evidence. This report confirms previous findings that Mr. Meyer's disability from asbestosis was permanent from the date of his hospitalization in 1961 (when the disease was first discovered) and that the disability is solely caused by the occupational disease; that the subdural hematoma and traumatic epilepsy is non-related to his present occupational permanent disability. There was no temporary disability.

In addition to Dr. Adams' report we are enclosing a list of the medical and hospital expenses to date indicating unpaid bills in the amount of only \$211.00 which Mr. Meyer has agreed to take care of out of the settlement.

Also enclosed are the bills relating to those medical and hospital expenses including drugs as we have been able to secure.

Finally, we are enclosing a few bills concerning costs of medical reports and photostating necessary copies of



LAW OFFICES OF  
S. MINDER & CHANDLER

Industrial Accident Commission  
May 22, 1963

Page 2:

reports which are, we believe, costs of unusual nature and which were necessary to prove the applicant's case. We are requesting that these total costs be included in the attorney fees payable to this office to which the applicant has agreed as indicated by the settlement agreement, and which we believe is reasonable in view of the settlement, the involved issues, and the considerable amount of time spent by this office in the case.

Very truly yours,

BRUNER, MINDER & CHANDLER

By

  
Stephen M. Chandler

SNC:cls

Encl.

cc: Mr. James J. Voak  
Brobeck, Phleger & Harrison  
Kevin Twohy  
Mullen & Filippi  
Sedgwick, Detert, Moran & Arnold  
Henry Sanford  
Calif. Casualty Indemnity Exchange  
Hanna & Brophy  
Gordon Taylor



REVISED AND PAID TO DATE LIST OF EXPENSES OF  
MEDICAL AND HOSPITAL TREATMENT AND DRUGS  
AND MEDICINES

| NAME OF DOCTOR,<br>HOSPITAL, ETC.                                                       | DATE                          | PER<br>CHARGED | PAID BY<br>APPLICANT | PAID BY<br>BLUE CROSS | BALANCE<br>DUE |
|-----------------------------------------------------------------------------------------|-------------------------------|----------------|----------------------|-----------------------|----------------|
| Kenneth L. Hardy, M.D.                                                                  | 3/30/62<br>to<br>2/13/63      | \$ 575.00      |                      | \$ 482.50             | \$ 92.50       |
| Donald W. Cherry, M.D.                                                                  | 4/11/62                       | 65.00          |                      | 65.00                 |                |
| C.M. Christiansen, M.D.<br>and F.V. Stampfli, M.D.<br>(billed through Eden<br>Hospital) | 4/27/62<br>through<br>6/29/62 | 327.50         |                      | 265.50                | 62.00          |
| R.C. Dickonnan, M.D.                                                                    |                               |                |                      |                       |                |
| George S. Stephens,<br>M.D.                                                             | 3/28/62                       | 30.00          |                      | 30.00                 |                |
| 1300 Bancroft Medi-<br>cal Laboratory                                                   | 3/20/62                       | 5.00           |                      | 5.00                  |                |
| Robert Adams, M.D.                                                                      | 4/11/62<br>through<br>2/18/63 | 144.00         | 43.75                | 56.25                 | 44.00          |
| Doctors Hospital                                                                        | 4/11/62<br>(11 days)          | 881.13         | 25.25                | 855.28                |                |
| Nursing                                                                                 | 4/12/62                       | 20.00          | 20.00                |                       |                |
|                                                                                         | 4/12/62                       | 42.00          | 42.00                |                       |                |
|                                                                                         | 4/16/62                       | 20.00          | 20.00                |                       |                |
| Medicines and Drugs                                                                     |                               | 221.31         | 175.31               | 46.00                 |                |
| Totals                                                                                  |                               | 2330.94        | 326.31               | 1805.53               |                |



REVISED AND PAID TO DATE LIST OF EXPENSES OF  
MEDICAL AND HOSPITAL TREATMENT AND DRUGS  
AND MEDICINES

| NAME OF DOCTOR,<br>HOSPITAL, ETC. | DATE        | FEE<br>CHARGED | PAID BY<br>APPLICANT | PAID BY<br>BLUE CROSS | BALANCE<br>DUE |
|-----------------------------------|-------------|----------------|----------------------|-----------------------|----------------|
| Balance Forward:                  |             | 2330.94        | 326.31               | 1805.53               | 198.50         |
| <u>ADDITIONAL EXPENSES</u>        |             |                |                      |                       |                |
| Eden Hospital                     | 7/12/62     | 15.00          |                      | 15.00                 |                |
|                                   | 8/4/62      | 15.00          |                      | 15.00                 |                |
|                                   | 9/21/62     | 15.00          |                      | 15.00                 |                |
|                                   | 11/23/62    | 15.00          |                      | 15.00                 |                |
| Kenneth Hardy                     | 3/63 - 4/63 | 25.00          |                      |                       |                |
| Eden Hospital                     | 4/27/63     | 356.65         | 23.20                | 12.50                 | 12.50          |
| Dr. Frank Dutra                   | 5/29/62     | 5.00           | 5.00                 | 324.45                |                |
| Belini's Drugs                    | 4/63        | 7.85           | 7.85                 |                       |                |
|                                   | 3/2/63      | 5.75           | 5.75                 |                       |                |
|                                   | 12/18/62    | 4.50           | 4.50                 |                       |                |
|                                   | 2/20/63     | 16.30          | 16.30                |                       |                |
|                                   | 2/3/63      | 8.25           | 8.25                 |                       |                |
| Gibson Pharmacy                   | 2/20/63     | .41            | .41                  |                       |                |
|                                   | 12/3/62     | 9.22           | 9.22                 |                       |                |
| Sub Total                         |             | 499.43         | 80.98                | 396.95                | 12.50          |
| TOTAL TO<br>DATE                  | 5/8/63      | 2830.37        | 407.29               | 2202.43               | 211.00         |



LAW OFFICES OF  
J. MINDER & CHANDLER

Industrial Accident Commission  
May 22, 1963

Page 2:

reports which are, we believe, costs of unusual nature and which were necessary to prove the applicant's case. We are requesting that these total costs be included in the attorney fees payable to this office to which the applicant has agreed as indicated by the settlement agreement, and which we believe is reasonable in view of the settlement, the involved issues, and the considerable amount of time spent by this office in the case.

Very truly yours,

BRUNER, MINDER & CHANDLER

By

  
Stephen M. Chandler

SMC:cls

Encl.

cc: Mr. James J. Vonk  
Brobeck, Phleger & Harrison  
Kevin Twohy  
Mullen & Filippi  
Sedgwick, Detert, Moran & Arnold  
Henry Sanford  
Calif. Casualty Indemnity Exchange  
Hanna & Brophy  
Gordon Taylor



REVISED AND PAID TO DATE LIST OF EXPENSES OF  
MEDICAL AND HOSPITAL TREATMENT AND DRUGS  
AND MEDICINES

| NAME OF DOCTOR,<br>HOSPITAL, ETC.                                                       | DATE                          | FEE<br>CHARGED | PAID BY<br>APPLICANT | PAID BY<br>BLUE CROSS | BALANCE<br>DUE |
|-----------------------------------------------------------------------------------------|-------------------------------|----------------|----------------------|-----------------------|----------------|
| Kenneth L. Hardy, M.D.                                                                  | 3/30/62<br>to<br>2/15/63      | \$ 575.00      |                      | \$ 482.50             | \$ 92.50       |
| Donald W. Cherry, M.D.                                                                  | 4/11/62                       | 65.00          |                      | 65.00                 |                |
| C.M. Christiansen, M.D.<br>and F.V. Stampfli, M.D.<br>(billed through Eden<br>Hospital) | 4/27/62<br>through<br>6/29/62 | 327.50         |                      | 265.50                | 62.00          |
| R.C. Dickenson, M.D.                                                                    |                               |                |                      |                       |                |
| George S. Stephens,<br>M.D.                                                             | 3/28/62                       | 30.00          |                      | 30.00                 |                |
| 1300 Bancroft Medi-<br>cal Laboratory                                                   | 3/20/62                       | 5.00           |                      | 5.00                  |                |
| Robert Adams, M.D.                                                                      | 4/11/62<br>through<br>2/18/63 | 144.00         | 43.75                | 56.25                 | 44.00          |
| Doctors Hospital                                                                        | 4/11/62<br>(11 days)          | 881.13         | 25.25                | 855.28                |                |
| Nursing                                                                                 | 4/12/62                       | 20.00          | 20.00                |                       |                |
|                                                                                         | 4/12/62                       | 42.00          | 42.00                |                       |                |
|                                                                                         | 4/16/62                       | 20.00          | 20.00                |                       |                |
| Medicines and Drugs                                                                     |                               | 221.31         | 175.31               | 46.00                 |                |
| Totals                                                                                  |                               | 2330.94        | 326.31               | 1805.53               |                |



REVISED AND PAID TO DATE LIST OF EXPENSES OF  
MEDICAL AND HOSPITAL TREATMENT AND DRUGS  
AND MEDICINES

| NAME OF DOCTOR,<br>HOSPITAL, ETC. | DATE        | FEE<br>CHARGED | PAID BY<br>APPLICANT | PAID BY<br>BLUE CROSS | BALANCE<br>DUE |
|-----------------------------------|-------------|----------------|----------------------|-----------------------|----------------|
| Balance Forward:                  |             | 2330.94        | 326.31               | 1805.53               | 198.50         |
| <b>ADDITIONAL EXPENSES</b>        |             |                |                      |                       |                |
| Eden Hospital                     | 7/12/62     | 15.00          |                      |                       |                |
|                                   | 8/4/62      | 15.00          |                      | 15.00                 |                |
|                                   | 9/21/62     | 15.00          |                      | 15.00                 |                |
|                                   | 11/23/62    | 15.00          |                      | 15.00                 |                |
| Kenneth Hardy                     | 3/63 - 4/63 | 25.00          |                      |                       |                |
| Eden Hospital                     | 4/27/63     | 356.65         | 23.20                | 12.50                 | 12.50          |
| Dr. Frank Dutra                   | 5/29/62     | 5.00           | 5.00                 | 324.43                |                |
| Belini's Drugs                    | 4/63        | 7.85           | 7.85                 |                       |                |
|                                   | 3/2/63      | 5.75           | 5.75                 |                       |                |
|                                   | 12/18/62    | 4.50           | 4.50                 |                       |                |
|                                   | 2/20/63     | 16.80          | 16.80                |                       |                |
|                                   | 2/3/63      | 8.25           | 8.25                 |                       |                |
|                                   | 2/20/63     | .41            | .41                  |                       |                |
| Gibson Pharmacy                   | 12/3/62     | 9.22           | 9.22                 |                       |                |
| Sub Total                         |             | 499.43         | 80.98                | 396.95                | 12.50          |
| TOTAL TO<br>DATE                  | 5/8/63      | 2830.37        | 407.29               | 2202.48               | 211.00         |





BURTON E. ADAMS, M.D.  
ROBERT M. ADAMS, M.D.  
1326 E. 14th Street  
San Leandro, California

May 13, 1963

Stephen M. Chandler  
1326 E. 14th Street  
San Leandro, California

Re: Edward Meyer

Dear Mr. Chandler:

I should like to make more complete my report on Mr. Meyer:

(1) The subdural hematoma and traumatic epilepsy which he experienced in the past has no bearing on his present illness. This is well borne out by the fact that he has worked long and hard since the establishment of his traumatic epilepsy.

(2) Mr. Meyer has been completely disabled since he was originally hospitalized March 21, 1962. At no time has he been able to work, and I feel quite sure that he will not improve to such a degree that he can ever return to work.

(3) His future medical care is indeed a difficult problem. The asbestosis has resulted in such a decrease of pulmonary reserve that any minor pulmonary infection such as a cold will necessitate, no doubt, hospitalization and oxygen therapy. It is entirely possible that radiation has contained his tumor and that he may live for years yet in this state, that of a respiratory cripple. There is no way in which I can estimate his future medical care. This will have to be done by considering each episode as it arises.

This is a very complex problem which Mr. Meyer has. It may well be that I have not as yet covered all the facets of his difficulties. Should they arrive, I will let you know. Should you be aware of any, I would be happy to add what information I may possess.

My best personal regards,



RMA/jb

T4849RP47

*adm*

A. W. BRUNER ASSOCIATES  
GORDON MINDER  
STEPHEN M. CHANDLER  
LELAND W. BRUNER

LAW OFFICES OF  
BRUNER, MINDER & CHANDLER  
255 JUNA AVENUE  
SAN LEANDRO, CALIFORNIA

TELEPHONE  
625-6160

June 18, 1963

RECEIVED  
JUN 19 1963  
INDUSTRIAL ACCIDENT  
COMMISSION  
455 GOLDEN GATE AVENUE

Industrial Accident Commission  
455 Golden Gate Avenue  
Room 2202  
San Francisco, California

Re: Edward Meyer vs. Plant Rubber &  
Asbestos Works, et al., I.C. No.  
8237199-141

Gentlemen:

On May 22, 1963, we thought that we forwarded to you the original report of Dr. Adams dated May 13, 1963. It has come to our attention, however, that apparently we must have sent you a photostatic copy of that letter. This was an inadvertance on our part, and we are enclosing herewith the original letter from Dr. Adams dated May 13, 1963, and request that it be filed and admitted in evidence in place of the photostatic copy previously forwarded.

Very truly yours,

BRUNER, MINDER & CHANDLER

By

*Stephen M. Chandler*  
Stephen M. Chandler

SNC:ew  
Enclosure



RECEIVED  
JUN 19 1963

INDUSTRIAL  
CCMAIL  
MAY 19 1963

BURTON E. ADAMS, M. D.  
ROBERT N. ADAMS, M. D.  
1306 BANCROFT AVENUE  
SAN LEANDRO, CALIFORNIA  
NEPHROLOGIST  
CONSULTANT TO SURGEON  
May 13, 1963

Stephen M. Chandler  
1326 E. 14th Street  
San Leandro, California

Re: Edward Meyer

Dear Mr. Chandler:

I should like to make more complete my report on Mr. Meyer:

(1) The subdural hematoma and traumatic epilepsy which he experienced in the past has no bearing on his present illness. This is well borne out by the fact that he has worked long and hard since the establishment of his traumatic epilepsy.

(2) Mr. Meyer has been completely disabled since he was originally hospitalized March 21, 1962. At no time has he been able to work, and I feel quite sure that he will not improve to such a degree that he can ever return to work.

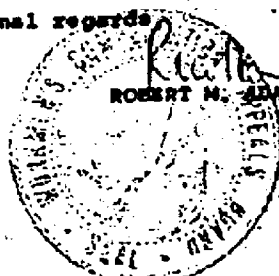
(3) His future medical care is indeed a difficult problem. The asbestosis has resulted in such a decrease of pulmonary reserve that any minor pulmonary infection such as a cold will necessitate, no doubt, hospitalization and oxygen therapy. It is entirely possible that radiation has contained his tumor and that he may live for years yet in this state, that of a respiratory cripple. There is no way in which I can estimate his future medical care. This will have to be done by considering each episode as it arises.

This is a very complex problem which Mr. Meyer has. It may well be that I have not as yet covered all the facets of his difficulties. Should they arrive, I will let you know. Should you be aware of any, I would be happy to add what information I may possess.

My best personal regards

ROBERT N. ADAMS, M. D.

RMA/ja



A. W. BRUNER 800-1000  
GORDON MINDER  
STEPHEN M. CHANDLER  
LELAND W. BRUNER

LAW OFFICES OF  
BRUNER, MINDER & CHANDLER  
280 JUANA AVENUE  
SAN LEANDRO, CALIFORNIA

TELEPHONE  
833-0100

June 27, 1963

RECEIVED  
JUN 28 1963  
INDUSTRIAL ACCIDENT  
COMMISSION  
SAN FRANCISCO, CALIF.

Industrial Accident Commission  
455 Golden Gate Avenue  
Room 2202  
San Francisco, California

Re: Edward Mayer vs. Plant Rubber & Asbestos  
Works, et al., I.A.C. No. 62 SF 199-141

Attention: Mr. A. H. Nelson, Referee

Dear Mr. Nelson:

We are enclosing original compromise and release in the above referenced matter which has been signed by the parties. Service of a copy of the compromise and release was made upon the Department of Employment by mailing the copy thereof to the Department on June 27, 1963. The affidavit of service by mail is attached to the enclosed compromise and release. It is requested that the compromise and release be filed and that the compromise and release be approved by the Industrial Accident Commission as soon as possible.

It is assumed that if the compromise and release is approved, that the payment will be a lump-sum payment.

Very truly yours,

BRUNER, MINDER & CHANDLER

By: *Stephen M. Chandler*  
Stephen M. Chandler

SMC:ev  
Enclosure

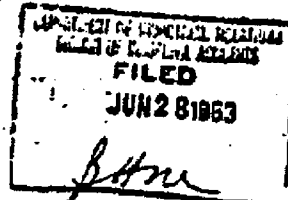
cc: Kevin E. Tucky  
James J. Vonk  
C. Gordon Taylor  
Henry Sanford  
Hanna & Brophy  
Mullen & Filippi



1 KEVIN R. TWOHY  
2 777 North First Street  
3 San Jose, California

4 Telephone: CYPRESS 9-4358

5 Attorneys for Defendant



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RECEIVED  
JUN 25 1963  
INDUSTRIAL ACCIDENT  
COMMISSION  
OF CALIFORNIA

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE  
OF CALIFORNIA

EDWARD MEYER,

Applicant,

vs.

PLANT RUBBER & ASBESTOS WORKS,  
et al, and INDUSTRIAL INDEMNITY  
EXCHANGE, INDUSTRIAL INDEMNITY  
COMPANY, STATE COMPENSATION INSURANCE  
FUND, AETNA CASUALTY & SURETY COMPANY,  
GENERAL ACCIDENT FIRE AND LIFE  
ASSURANCE COMPANY, CALIFORNIA CASUALTY  
INDEMNITY EXCHANGE, and AMERICAN  
EMPLOYERS' INSURANCE COMPANY,

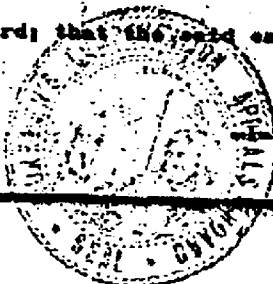
Defendants.

No. 62 SP 199-141

COMPROMISE AND RELEASE

The parties hereto, for the purpose of compromise only,  
hereby submit the following agreed statement of facts, together  
with release:

1. Edward Meyer, employee herein, born on April 28, 1915,  
claims that he was exposed to dangerous quantities of  
asbestos dust and other noxious, foreign and harmful  
substances, at various times and for various employers  
in the State of California while employed as an  
asbestos worker, and in a manner and to the extent as  
shown by the record developed in the above entitled  
proceeding; that the employers involved and their  
insurance carriers were as set forth upon the said  
record; that the said employment generally were between



1 the years 1937 and 1961; that the names of the employers  
2 and their respective workmen's compensation insurance  
3 carriers for the respective periods of employment were  
4 as set forth in the said record which is herein incorpor-  
5 ated by this reference and made a part hereof.

6 2. The average weekly wages of the employee at the time  
7 of the injury are in dispute.

8 3. The employee's present disability is permanent in  
9 nature, but its extent is in dispute.

10 4. That no temporary disability has occurred; and no  
11 payments on account of either temporary disability or  
12 permanent disability have been paid to the applicant;  
13 that applicant claims as a result of said employment and  
14 of said exposure to asbestos dust and other noxious and  
15 harmful substances, he was injured by the contraction  
16 of the disease of asbestosis, complicated by the onset  
17 of a carcinoma, which claim is disputed by the defen-  
18 dants herein.

19 5. The parties agree hereby to settle any and all claims on  
20 account of said injury by the payment to the applicant  
21 of the sum of \$20,000.00; said compromise and release  
22 is in full payment of all claims and is in full  
23 discharge of all employers in whose employ the applicant  
24 may have been exposed to the said asbestos dust or  
25 other noxious and harmful substances between the years  
26 1937 and 1961, whether the said employers are named  
27 herein or not, and is in full discharge of all and each  
28 of the undersigned insurance carriers and/or employers  
29 with respect to all and any of such said employments,  
30 and specifically of any employers not named herein who  
31 are or were at any time between the years 1937 and 1961  
32 insured by any of the undersigned insurance carriers.



1 6. The said sum of \$20,000.00 shall be paid as follows:

2 a. By the Industrial Indemnity Company and/or Exchange  
3 on behalf of itself and any employers for whom  
4 it may have been the workmen's compensation  
5 insurance carrier between the years 1937 and 1961  
6 whether said employers are named herein or not,  
7 \$7,310.00.

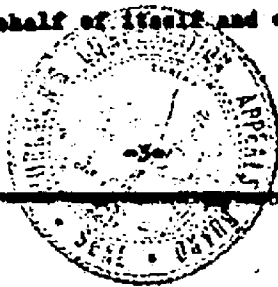
8 b. By the California State Compensation Insurance Fund,  
9 on behalf of itself and any employers of the  
10 applicant for whom it may have been the workmen's  
11 compensation insurance carrier between the years  
12 1937 and 1961, whether named herein or not,  
13 \$2,944.00.

14 c. By the Aetna Casualty & Surety Company, on behalf  
15 of itself and of any employers of the applicant  
16 for whom it may have been the workmen's compensation  
17 insurance carrier between 1937 and 1961 whether  
18 named herein or not,  
19 \$3,858.00.

20 d. By the Plant Rubber and Asbestos Works and its  
21 predecessor and/or successor companies, for all  
22 periods of employment of the within applicant  
23 between 1937 and 1961,  
24 \$1,218.00.

25 e. By the General Accident Fire And Life Assurance  
26 Company, on behalf of itself and of any employers  
27 of the applicant for whom it may have been the  
28 workmen's compensation insurance carrier between  
29 1937 and 1961, whether named herein or not,  
30 \$1,320.00.

31 f. By the California Casualty Indemnity Exchange,  
32 on behalf of itself and of any employers of the



1 applicant for whom it may have been the workmen's  
2 compensation insurance carrier between 1937 and  
3 1961 whether named herein or not,  
4 \$3,046.00.

5 2. By the American Employers' Insurance Company, on  
6 behalf of itself and of any employers of the  
7 applicant for whom it may have been the workmen's  
8 compensation insurance carrier between 1937 and  
9 1961, whether named herein or not, the sum of  
10 \$304.00.

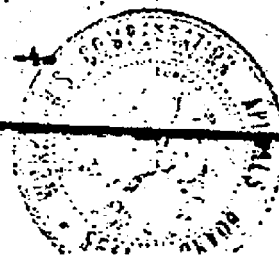
11 7. No medical or hospital expenses have been paid by the  
12 employer or carrier; the amount of any unpaid bills is  
13 unknown.

14 8. The applicant, EDWARD MEYER, is to assume and bear all  
15 unpaid and future medical and hospital expense.

16 9. The attorneys for the applicant are Bruner, Minder &  
17 Chandler, located at 220 Juana Avenue, San Leandro,  
18 California.

19 10. Said attorneys request a fee of \$ 2,168.91  
20 amount of attorneys fee previously paid: \$ Nil

21 11. The reason for this compromise is that there are  
22 serious questions, first as to whether or not this  
23 claim is barred by the Statute of Limitations, and if  
24 not so barred, which employers, if any, in the State  
25 of California might be responsible for the claimant's  
26 condition or the extent thereof; a further serious  
27 question exists as to the nature and extent of the  
28 applicant's disability and the portion thereof, if any,  
29 which is related to the within employments; in lieu of  
30 further litigation, the parties have amicably adjusted  
31 their differences by this settlement on the understanding  
32 and stipulation that the approval hereof will forever



1 the years 1937 and 1961; that the names of the employers  
2 and their respective workmen's compensation insurance  
3 carriers for the respective periods of employment were  
4 as set forth in the said record which is herein incorpor-  
5 ated by this reference and made a part hereof.

6 2. The average weekly wages of the employee at the time  
7 of the injury are in dispute.

8 3. The employee's present disability is permanent in  
9 nature, but its extent is in dispute.

10 4. That no temporary disability has occurred; and no  
11 payments on account of either temporary disability or  
12 permanent disability have been paid to the applicant;  
13 that applicant claims as a result of said employment and  
14 of said exposure to asbestos dust and other noxious and  
15 harmful substances, he was injured by the contraction  
16 of the disease of asbestosis, complicated by the onset  
17 of a carcinoma, which claim is disputed by the defen-  
18 dants herein.

19 5. The parties agree hereby to settle any and all claims on  
20 account of said injury by the payment to the applicant  
21 of the sum of \$20,000.00; said compromise and release  
22 is in full payment of all claims and is in full  
23 discharge of all employers in whose employ the applicant  
24 may have been exposed to the said asbestos dust or  
25 other noxious and harmful substances between the years  
26 1937 and 1961, whether the said employers are named  
27 herein or not, and is in full discharge of all and each  
28 of the undersigned insurance carriers and/or employers  
29 with respect to all and any of such said employments,  
30 and specifically of any employers not named herein who  
31 are or were at any time between the years 1937 and 1961  
32 insured by any of the undersigned insurance carriers.

1 6. The said sum of \$20,000.00 shall be paid as follows:

2 a. By the Industrial Indemnity Company and/or Exchange  
3 on behalf of itself and any employers for whom  
4 it may have been the workmen's compensation  
5 insurance carrier between the years 1957 and 1961  
6 whether said employers are named herein or not,  
7 \$7,310.00.

8 b. By the California State Compensation Insurance Fund,  
9 on behalf of itself and any employers of the  
10 applicant for whom it may have been the workmen's  
11 compensation insurance carrier between the years  
12 1957 and 1961, whether named herein or not,  
13 \$2,944.00.

14 c. By the Aetna Casualty & Surety Company, on behalf  
15 of itself and of any employers of the applicant  
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21 predecessor and/or successor companies, for all  
22 periods of employment of the within applicant  
23 between 1957 and 1961,  
24 \$1,218.00.

25 e. By the General Accident Fire And Life Assurance  
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27 of the applicant for whom it may have been the  
28 workmen's compensation insurance carrier between  
29 1957 and 1961, whether named herein or not,  
30 \$1,320.00.

31 f. By the California Casualty Indemnity Exchange,  
32 on behalf of itself and of any employers of the



1 applicant for whom it may have been the workmen's  
2 compensation insurance carrier between 1957 and  
3 1961 whether named herein or not,  
4 \$3,046.00.

5 6. By the American Employers' Insurance Company, on  
6 behalf of itself and of any employers of the  
7 applicant for whom it may have been the workmen's  
8 compensation insurance carrier between 1957 and  
9 1961, whether named herein or not, the sum of  
10 \$304.00.

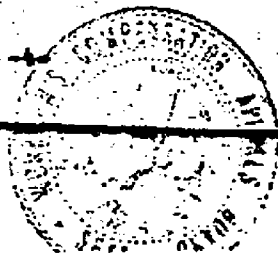
11 7. No medical or hospital expenses have been paid by the  
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14 8. The applicant, EDWARD MEYER, is to assume and bear all  
15 unpaid and future medical and hospital expense.

16 9. The attorneys for the applicant are Bruner, Minder &  
17 Chandler, located at 220 Juana Avenue, San Leandro,  
18 California.

19 10. Said attorneys request a fee of \$ 2,168.91  
20 amount of attorneys fee previously paid: \$ Nil

21 11. The reason for this compromise is that there are  
22 serious questions, first as to whether or not this  
23 claim is barred by the Statute of Limitations, and if  
24 not so barred, which employers, if any, in the State  
25 of California might be responsible for the claimant's  
26 condition or the extent thereof; a further serious  
27 question exists as to the nature and extent of the  
28 applicant's disability and the portion thereof, if any,  
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30 further litigation, the parties have amicably adjusted  
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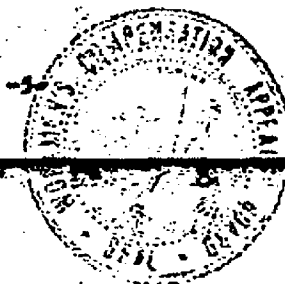


1 release the participating defendants' liability to the  
2 claimant, whether stemming from employment named in  
3 these proceedings or unnamed, or for exposure herein  
4 alleged or yet to be ascertained, or known or unknown,  
5 or anticipated or not anticipated, including death  
6 resulting therefrom.

7 12. The undersigned request that this Compromise and Release  
8 Agreement be approved.

9 13. Upon the approval of this Compromise Agreement by the  
10 Industrial Accident Commission, a panel thereof, a  
11 Commissioner or a Referee, and upon payment in accordance  
12 with the provisions hereof, said employee releases and  
13 forever discharges the said employers and insurance  
14 carriers from all claims and causes of action, whether  
15 now known or ascertained or which may hereafter arise  
16 or develop as a result of the said injury, including  
17 any and all liability of said employers and insurance  
18 carriers and each of them to the dependants, heirs,  
19 executors, representatives, administrators or assigns  
20 of the said employee.

21 14. It is agreed by all parties hereto that the filing of  
22 this document is the filing of an application for  
23 adjustment of claim on behalf of the employee, and that  
24 the Industrial Accident Commission may in its discretion  
25 set the matter for hearing as a regular application  
26 reserving to the parties the right to put in issue any  
27 of the facts admitted herein and that if hearing be  
28 held with this document used as an application the  
29 defendants shall have available to them all defenses  
30 that were available as of the date of filing of this  
31 document, and that the Commission may thereafter either  
32 approve said compromise and release agreement or



disapprove the same and issue Findings and Award after hearing has been held upon the matter regularly submitted for decision.

There is on file herein a lien of the Department of Employment in the amount of \$2,060.00 as and for disability payments extended to the applicant between the periods 3-22-62 to 9-19-62; that parties have made no provision for payment of the said lien for the reason that, as the record will disclose, the applicant has not had any period of temporary disability within the meaning of the workmen's compensation statutes, and all of the proceeds of this settlement agreement are allocated to permanent disability.

IN WITNESS WHEREOF, the signatures of the participating parties have been set hereto this 17 day of June, 1963, at San Leandro, California.

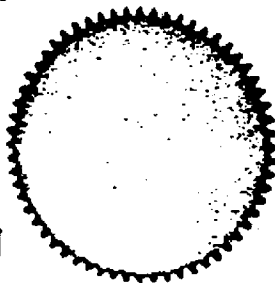
Applicant

Applicant's Attorney

INDUSTRIAL INDEMNITY COMPANY and/or EXCHANGE

BY EDWARD MEYER  
KEVIN R. TWOHY, ITS Attorney

State of California }  
County of Alameda } SS



GENERAL ACKNOWLEDGMENT

My Commission Expires  
12-31-64

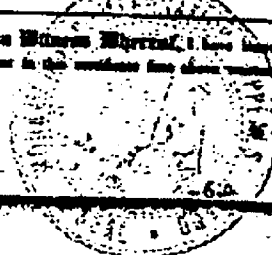
On this 17th day of MAY 1963 in the year One Thousand Nine Hundred and Sixty Three before me CLAIRE SIMPSON a Notary Public in and for the County of Alameda State of California, residing therein, duly commissioned and sworn, personally appeared EDWARD MEYER

known to me to be the person described in and whose name is subscribed to the within instrument,

and he acknowledged to me that he executed the same

for the purposes and consideration therein expressed.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in the certificate here above written.



Smooth-Er

PLANT ROBBER AND ASBESTOS WORKS

BY: *Robert Allen & Hansen*  
Its Attorney  
*by: [signature]*

GENERAL ACCIDENT FIRE AND LIFE  
ASSOCIATION

BY: *[signature]*  
Its Attorney

CALIFORNIA CASUALTY INDEMNITY  
EXCHANGE

BY: *Hanna and Bishop*  
Its Attorney  
*by William F. Brattish*

AMERICAN EMPLOYERS' INSURANCE  
COMPANY

BY: *[signature]*  
KEVIN E. TERRY, Its Attorney



MEYER....2

employment or employments could properly be held liable for the harmful exposure is not an easy one.

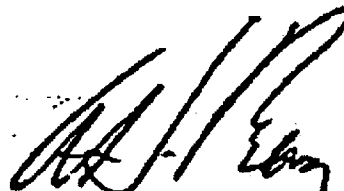
On the record as a whole I would conclude that the settlement is fair and adequate and should be approved.

Department of Employment has filed its claim of lien for U.C.D. benefits paid to the applicant during the period March 22, 1962 to Sept. 10, 1962 in the total amount of \$1820. No allocation is proposed by the parties to the satisfaction of the lien claim upon the ground that the injury caused no temporary disability, all of the disability being permanent. While I think it is evident on the record that the applicant is now totally permanently disabled, I am unable to conclude that none of the past disability was temporary in nature. It is reasonable to conclude that a condition of permanency was attained upon the discharge of the applicant from the hospital on April 21, 1962, following medical determination that the lung lesion was inoperable and irreversible. Department of Employment is therefore entitled to a lien based on the formula sanctioned by the Supreme Court in the Baird case, 29 C.C.C. Adv. p. 77. So computed, it is entitled to a lien of \$114.63.

**DISPOSITION:**

Order Approving Compromise and Release, subject to lien of \$114.63 to be deducted and paid to Department of Employment, and attorneys' fee of \$2168.91 to be paid out of that portion of the total settlement amount payable by Industrial Indemnity Company and/or Exchange.

Order dismissing Mundet Cork Corp. and F. M. Dreisbach dba Dreisbach Box & Lumber Co.

  
A. H. NELSON, Referee

AHN:mlm



BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA  
CLAIM NO. 62 SF 199-141

EDWARD MEYER,

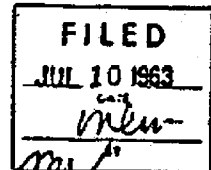
Applicant,

vs.

PLANT RUBBER & ASBESTOS WORKS, et al,  
and INDUSTRIAL INDEMNITY COMPANY,  
INDUSTRIAL INDEMNITY EXCHANGE, STATE  
COMPENSATION INSURANCE FUND, AETNA  
CASUALTY & SURETY COMPANY, GENERAL  
ACCIDENT FIRE AND LIFE ASSURANCE  
COMPANY, CALIFORNIA CASUALTY INDEMNITY  
EXCHANGE, and AMERICAN EMPLOYERS'  
INSURANCE COMPANY,

Defendants.

ORDER APPROVING  
COMPROMISE AND RELEASE



The parties to the above entitled action having filed a  
Compromise and Release herein, on June 29, 1963, settling the above  
case for \$20,000.00, in addition to all sums which may have been paid  
previously, and requesting that it be approved; and this Commission  
having considered the entire record, including said Compromise and  
Release, now finds that it should be approved; and,

GOOD CAUSE APPEARING THEREFOR:

IT IS ORDERED that said Compromise and Release be, and it is  
hereby approved, payable as follows:

|                                                                                                                                                                                                                                                |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| BY INDUSTRIAL INDEMNITY COMPANY and/or<br>EXCHANGE, less the sum of \$2,169.01<br>payable to Bruner, Winder & Chandler<br>as an attorneys' fee, and less the sum<br>of \$114.63 payable to Department of<br>Employment, Oakland, lien claimant | \$ 7,310.00         |
| BY STATE COMPENSATION INSURANCE FUND                                                                                                                                                                                                           | 2,044.00            |
| BY AETNA CASUALTY & SURETY COMPANY                                                                                                                                                                                                             | 3,958.00            |
| BY PLANT RUBBER & ASBESTOS WORKS                                                                                                                                                                                                               | 1,218.00            |
| BY GENERAL ACCIDENT FIRE & LIFE ASSURANCE CO.                                                                                                                                                                                                  | 1,320.00            |
| BY CALIFORNIA CASUALTY INDEMNITY EXCHANGE                                                                                                                                                                                                      | 3,046.00            |
| BY AMERICAN EMPLOYERS' INSURANCE COMPANY                                                                                                                                                                                                       | 304.00              |
|                                                                                                                                                                                                                                                | <u>\$ 20,000.00</u> |

IT IS FURTHER ORDERED that MUNDET CORK CORP. and F. M. DREISBACH  
dba DREISBACH BOX & LUMBER CO. be and they are hereby dismissed as  
parties defendant to the above entitled cause.

AHN:mln  
Service as per attached list.

*[Signature]*  
Referee  
INDUSTRIAL ACCIDENT COMMISSION

1  
A A I I I

EDWARD MEYER  
CLAIM NO. 62 SF 199-141  
ORDER APPROVING COMPROMISE AND RELEASE

JUL 10 1963

Filed and served on:

Dept. of Employment, P. O. Box 1957, Oakland 4  
Edward Meyer, 1250 Mainwright Ave., San Leandro  
Bruner, Hinder & Chandler, 220 Juana Ave., San Leandro  
Plant Rubber & Asbestos Co., c/o Fibreboard Paper Products Corp.,  
475 Brannan St., SP  
Charles Ayres Co., 374 Brannan St., SP  
Dreisbach Box & Lumber Co., 2530 - East 11th St., Oakland  
The Philip Carey Mfg. Co., 2350 Ingalls St., SP  
Western Fiberglass Supply Co., 739 Bryant St., SP  
Fiberglass Engineering & Supply Co., P.O. Box 89, Santa Clara  
Mundet Cork Corp., 7101 Tonnelie Ave., North Berger, N.J.  
American Employers' Ins. Co., 1050 Russ Bldg., SP  
State Comp. Ins. Fund - Personal Service  
Industrial Indemnity Co., 350 Sansome St., SP  
Aetna Casualty & Surety Co., 220 Montgomery St., SP  
General Accident, Fire & Life Assurance Corp., 600 California St., SP  
Calif. Casualty Indemnity Exchange, 550 Kearny St., SP  
Kevin Trohy, 777 No. 1st St., San Jose  
Brobeck, Phleger & Harrison, 111 Sutter St., SP  
Sedgwick, Detert, Moran & Arnold, 100 Bush St., SP  
Henry O. Sanford, 582 Market St., SP  
Hanna & Brophy, 1540 San Pablo Ave., Oakland  
Arnold Smith, Forum Bldg., Sacramento



EDWARD MEYER

vs.

PLANT RUBBER &  
ASBESTOS WORKS, et  
al. and INDUSTRIAL  
INDEMNITY CO., et al

A. H. NELSON, Referee  
July 8, 1963

JUL 10 1963

Claim No. SP 109-141  
In: Asbestosis

REPORT OF REFEREE ON ORDER APPROVING  
COMPROMISE AND RELEASE

Asbestos worker, born April 18, 1915, claims asbestosis as the result of exposure to asbestos fibers in the course of his work for various employers in California extending over the period 1937-61.

It is proposed to settle the claim by the payment of \$20,000.00, nothing having been paid heretofore.

In the course of an exploratory thoracotomy performed on April 11, 1962, it was ascertained that applicant was suffering from carcinoma of the lung. Biopsies of lung tissue also disclosed asbestosis. The medical record indicates that the carcinoma is inoperable and that applicant is permanently disabled for any employment, the prognosis being extremely poor. His claim for Social Security pension has been accepted on the basis of total permanent disability.

The record establishes that applicant has suffered serious progressive dyspnea and a chronic productive cough for a number of years. X-rays caused to be taken by Dr. Coates in April of 1961 - more than a year prior to the filing of application - were interpreted as strongly suggestive of pulmonary occupational disease. There is therefore reasonable support for one of the asserted reasons for settlement, namely, doubt whether the matter is not barred by limitations of time.

The industrial character of the carcinoma as a complication of asbestosis finds support in the medical reports, although it is not conclusively established. Dr. Leon Lewis has given us a particularly fine dissertation on the subject of the possible causal connection, reviewing the literature on the question. The doctor states:

"....it can still be said that absolute proof of causal relationship between asbestosis and lung cancer has not been established. Detailed epidemiological work, such as that reported by Braun and Truan, suggests the possibility that autopsy data may be misleading. The increasing frequency of lung cancer among both sexes, and the apparent correlation with use of tobacco and inhalation of smog, undoubtedly confuse the issue".

Applicant was a regular smoker for many years, smoking a package of cigarettes a day.

Some of the applicant's past employment in asbestos installation was in connection with new ship construction on board vessels lying in the navigable waters. The recently decided case of Calbeck v. Travelers Ins. Co. 370 U.S. 114 raises a substantial question of whether the State any longer retains jurisdiction in such cases. In still other employments applicant worked entirely with fibreglass, or with both fibreglass and asbestos materials for varying periods. At times in his asbestos work he worked in situations where considerable dust was generated; at other times under conditions of good ventilation. The determination of which

