

FILE NAME: Johns-Manville (JMA)

DATE: 1962

DOC#: JMA148

DOCUMENT DESCRIPTION: Contract Unit Claim File - Paul J. Greischar

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

APPLICANT PAUL J. GREISCHAR

CASE # OAK 8188

Asbestos Worker

DATE CLAIM FILED April 24, 1962

INJURY ALLEGED Asbestosis

ALLEGED DATE OF INJURY 1942-present

EMPLOYER/INSURER Plant Rubber & Asbestos Works, et. al.

including J-M Sales/Travelers

No apparent Canadian carrier

OTHER NOTES "Severe pulmonary emphysema... raises the possibility of
asbestosis" Dr. Hinshaw report of Oct. 4, 1965 to State

Comp. Ins. Fund

"Asbestosis... severe pulmonary insufficiency..." Dr. Eaton
report of May 31, 1962 to applicant's attorney

DATE OF RESOLUTION March 17, 1966

RESOLUTION Compromise & Release \$8,735 settlement

apportioned among 1 employer/11 carriers

DOCUMENTS COPIED 1) Compromise & Release

OF 5 PAGES

CLAIMANT

Paul Greischar

17

California Workers' Compensation Appeals Board

CARRIERS INVOLVED:

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

2 STATE OF CALIFORNIA

3 PAUL J. GREISCHAR

CASE No. 62 OAK 8188

4
5 Applicant

6 vs.

7 PLANT RUBBER & ASBESTOS WORKS
8 et al

9 Defendant

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

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

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

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17
18
19 ALFRED C. WILLIAMS

20 Workers' Compensation Judge
21 Workers' Compensation Appeals Board

22
23
24 Dated at San Francisco,
25 California, this 6 day
26 of April, 1981
27

STATE OF CALIF.
ACCIDENT - OCA
RECEIVED
WORKERS' COMP
APPEALS BOARD

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

PAUL J. GREISCHAR	)	
Applicant	)	CASE NO. 52 OAK 8188
vs.	)	
PLANT RUBBER & ASBESTOS WORKS	)	COMPROMISE AND RELEASE
and OTHERS,	)	<u>AGREEMENT</u>
Defendants	)	

The parties hereto, for the purpose of compromise only, hereby submit the following agreed statement of facts:

1. Paul J. Greischar, employee herein, born September 11, claims that he was employed in California and other states where the place of hiring was California during the years 1943 through July 1, 1965, at a variety of places by various employers, during which period he sustained an injury consisting of pulmonary and chest disability, the nature and extent of which is more fully forth in the medical reports of record, which are hereby incorporated by reference as if set out in full.

During such period of employment as described above, applicant was employed by certain employers whose names or their insurance carriers during such periods are set forth below.

2. The actual weekly wages of the employee at the time of injury were sufficient to entitle him to a maximum weekly compensation rate.

3. The employee's present disability is in dispute. The applicant has returned to work and is working on a part time basis.

4. (a) No temporary disability has been paid and it is agreed that applicant's condition became permanent and stationary for permanent disability purposes as of July 1, 1965.

(b) Permanent disability indemnity has not been paid to employee.

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ATTORNEYS AT LAW
FINANCIAL CENTER BUILDING
OAKLAND 12, CALIFORNIA
CLERK COUNTY 2-2000

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ATTORNEYS AT LAW
FINANCIAL CENTER BUILDING
OAKLAND 12, CALIFORNIA
GLER COUNTY 2-2000

5. The parties hereby agree to settle any and all claims on account of said injury by the payment of the sum of \$8,735.00; said sum to be paid by the following entities and in the amounts stated below:

Aetna Casualty & Surety Company	\$1200
American Employer Insurance Company	625
State Compensation Insurance Fund	3300
Travelers Insurance Company	170
American Motorist Insurance Company	250
Fidelity & Casualty Company of New York	100
Liberty Mutual Insurance Company	100
California Casualty Indemnity Exchange	25
Pacific Employers Insurance Company	500
Employers Mutual Liability Insurance Company of Wisconsin	365
Plant Rubber & Asbestos Works	1150
Industrial Indemnity Company	950
TOTAL	<u>\$8,735</u>

The above stated sum of \$8,735 is to be paid to the applicant in one lump sum, less attorneys fees and litigation costs of \$309.25 consisting of the following:

Dr. J. Lloyd Eaton	\$268.00
Palmer Multigraphing	1.25
California Inspection Rating Bureau	2.00
Bureau of Old Age Survivors for Social Security Records	37.00
TOTAL	<u>\$309.25</u>

6. The amount of medical and hospital expense incurred or paid by the employee is in dispute, as is the amount of unpaid bills. Unpaid and future medical and hospital expenses are to be assumed by the employee, applicant herein.

7. The name and address of employee's attorneys, Smith, Parris Paduck & Clancy, 315 Financial Center Building, Oakland 12, Calif.

8. Said attorneys request a fee of \$375.00. Amount of

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OAKLAND 12, CALIFORNIA
GLENN COURT 2-5000

1 attorneys fees previously paid, if any \$0.

2 9. The reason for compromise is that there is a serious and
3 substantial dispute between the parties as to both the nature and
4 extent of disability, if any, caused by the variety of employments
5 in California, as indicated above. The parties wish to avoid the
6 further expense and hazards of litigation by means of the within
7 Compromise and Release agreement.

8 10. It is specifically understood and agreed that this agree-
9 ment encompasses all periods of employment by the above mentioned
10 employers, whether such periods are specifically set forth above
11 or not, and includes all employers insured by the above mentioned
12 insurance companies, whether or not previously joined in this action.

13 11. The undersigned requested this Compromise and Release
14 agreement be approved.

15 12. Upon approval of this Compromise and Release agreement by
16 the Workmen's Compensation Appeals Board, a panel thereof, a
17 Commissioner, or a Referee, and payment in accordance with the
18 provisions hereof, said employee releases and forever discharges
19 said employers and insurance carriers from all claims and causes
20 of action, whether now known or ascertained, or which may hereafter
21 arise or develop as a result of said injury, including any and
22 all liability of said employers and said insurance carriers and
23 each of them to the dependents, heirs, executors, representatives,
24 administrators or assigns of said employee.

25 13. It is agreed by all parties hereto that the filing of
26 this document is the filing of an application for adjustment of
27 claim on behalf of the employee, and that the Appeals Board may
28 in its discretion set the matter for Hearing as a regular applicati
29 reserving to the parties the right to put in issue any of the facts
30 admitted herein, and that if Hearing is held with this document use
31 as an application the defendants shall have available to them all
32 defenses which are available as of the date of filing of this

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document, and that the Appeals Board may thereafter either approve said Compromise Agreement and Release or disapprove the same and its Findings and Award after Hearing has been held and the matter regularly submitted for decision.

14. For the purpose of determining the lien claim filed herein for the unemployment compensation disability benefits which have been paid under or pursuant to the California Unemployment Insurance Code, as aforementioned, it is agreed that applicant's permanent disability, if any, commenced July 1, 1965; further that any unemployment compensation disability benefits paid out after July 1, 1965 was for a cause and condition unrelated to the industrial injury herein.

WITNESS the signature hereof this 17 day of March 1966, at Oakland

Paul J. Greischar
Paul J. Greischar

SMITH, PARRISH, PADUCK & CLANCY,
Applicant's Attorneys

REINA CASUALTY & SURETY COMPANY, by
its Attorneys

AMERICAN EMPLOYER INSURANCE COMPANY,
by its Attorneys

STATE COMPENSATION INSURANCE FUND, by
its Attorneys

TRAVELERS INSURANCE COMPANY, by
its Attorneys

AMERICAN MOTORIST INSURANCE COMPANY,
by its Attorneys

FIDELITY & CASUALTY COMPANY OF
NEW YORK, by its Attorneys

LIBERTY MUTUAL INSURANCE COMPANY,
by its Attorneys

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OAKLAND 12, CALIFORNIA
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Hanna + Brophy by William + Bonthead
CALIFORNIA CASUALTY INDEMNITY EXCHANGE,
by its Attorneys

Willis L. Anato
PACIFIC EMPLOYERS INSURANCE COMPANY,
by its Attorneys

Employers Mutual Liability Insurance
EMPLOYERS MUTUAL LIABILITY INSURANCE
COMPANY OF WISCONSIN, by its Attorneys

Belmont, P. O. Harris
PLANT RUBBER & ASBESTOS WORKS, a
corporation, by its Attorneys

Walter J. Smith, Jr. & E. J. Minney
INDUSTRIAL INDEMNITY COMPANY, by its
Attorneys

On this 10th day of March, A. D. 1966,
before me, Phillip M. Callan, a Notary Public in
and for the said County and State, residing therein,
duly commissioned and sworn personally appeared
Phillip M. Callan known to me to be the person
whose name subscribed to the
within instrument, and acknowledged to me that he
executed the same. In Witness Whereof I have here-
unto set my hand and affixed my official seal the
day and year in this Certificate first above written.

Phillip M. Callan
Notary Public in and for Said
County and State of California

PHILLIP M. CALLAN, Notary Public
State of California - Principal Office, Alameda County
My Commission Expires August 2, 1968