

FILE NAME: Metalclad (METC)

DATE: 1965

DOC#: METC011

DOCUMENT DESCRIPTION: WC Claim - Hunt [From J-M Archives]

File Name **Contract Unit Claim File: Melvin Hunt Feb.11/65**

Scanned ? **yes**

Source **JMA: NS-JM**

Start Year **1965**

Stop Year **1965**

Contents **claim**

Notes

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

APPLICANT MELVIN HUNT CASE # LB 29228
Asbestos Insulator

DATE CLAIM FILED Feb. 11, 1965

INJURY ALLEGED Injury to respiratory system

ALLEGED DATE OF INJURY 1940-Jan. 29, 1965

EMPLOYER/INSURER Western Asbestos Co. et. al.
including J-M Sales/Travelers
No apparent Canadian insurer

OTHER NOTES Pulmonary emphysema & fibrosis due to asbestos

DATE OF RESOLUTION Aug. 25, 1966

RESOLUTION Compromise & Release \$15,135.08 settlement
apportioned among 12 carriers

DOCUMENTS COPIED 1) Order Approving C & R # OF PAGES 1
2) Minutes of Hearing (showing defendants) 7

CLAIMANT

Melvin W. Hunt

21

California Workers' Compensation Appeals Board

CARRIERS INVOLVED:

- The AETNA Casualty & Surety Co.
- American Automobile Ins. Co.
- American Employers Ins. Co.
- American Motorists Ins. Co.
- Argonaut Ins. Co.
- Associated Indemnity Corp.
- California Casualty Indemnity Exchange
- California Compensation & Fire Co.
- Casualty Ins. Co. of California
- Employers Liability Assurance Corp. Ltd.
- Employers Mutual Liability Ins. Co. of Wisconsin
- Fidelity & Casualty Co. of New York
- Fireman's Fund Ins. Co.
- General Accident, Fire & Life Assurance Corp. Ltd.
- Globe Indemnity Co.
- Guarantee Insurance Co.
- Great American Ins. Co.
- Hardware Mutual Casualty Co. (Sentry Ins. Co.)
- Industrial Indemnity Co.
- Industrial Indemnity Exchange
- Insurance Co. of North America
- Liberty Mutual Ins. Co.
- Lumberman's Mutual Casualty Co.
- Maryland Casualty Co.
- Michigan Mutual Liability Co.
- Mission Insurance Co.
- National Automobile & Casualty Ins. Co.
- New Amsterdam Casualty Co.
- Ocean Accident & Guarantee Corp. Ltd.
- Pacific Employers Ins. Co.
- Pacific Indemnity Co.
- Reliance Ins. Co. (Standard Accident Ins. Co.)
- Royal Indemnity
- Security Ins. Co. of Hartford (U.S. Casualty Ins. Co.)
- State Compensation Insurance Fund
- Transport Indemnity Co.
- The Travelers Ins. Co.
- The United Pacific Ins. Co.
- U.S. Fidelity & Guaranty Co.
- Zenith National Ins. Co.
- Zurich Ins. Co.

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1 WORKERS' COMPENSATION APPEALS BOARD

2 STATE OF CALIFORNIA

3 MELVIN L. HUNT,

CASE No. 65 LB 29228

4
5
6 Applicant

7 vs.

8 WESTERN ASBESTOS COMPANY, et al,
9 STATE COMPENSATION INSURANCE
10 FUND, et al,

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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ALFRED C. WILLIAMS
Workers' Compensation Judge
Workers' Compensation Appeals Board

24 Dated at San Francisco,
25 California, this 6th day
26 of April, 1981

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF INDUSTRIAL ACCIDENTS
WORKMEN'S COMPENSATION APPEALS BOARD
STATE OF CALIFORNIA

MELVIN L. HUNT;

Applicant

vs.

WESTERN ASBESTOS COMPANY, et al

Defendants

CASE No. 65 LB 22228

FILED

SEP 14 1966

DIVISION OF INDUSTRIAL
ACCIDENTS
LONG BEACH OFFICE

**Order Approving
Compromise and Release
AND
ORDER DENYING LIEN CLAIM**

GOOD CAUSE APPEARING THEREFOR: IT IS HEREBY ORDERED that the lien claim of the Department of Employment, be and it hereby is denied.

The parties to the above-entitled action having filed a Compromise and Release herein, on March 28, 1966 settling this case for \$15,135.08 through August 29, 1966

in addition to all sums which may have been paid previously, and requesting that it be approved; and this Board having considered the entire record, including said Compromise and Release, now finds that it should be approved; and, pursuant to Notice of Intention, and,

GOOD CAUSE APPEARING THEREFOR: IT IS ORDERED that said Compromise and

Release be, and it is hereby approved, and the proceeds paid as follows:

BY AETNA CASUALTY & SURETY COMPANY:

TO: DR. JOSEPH F. BOYLE, lien claimant....\$ 259.50

SILVER & McWILLIAMS

Lien for living expenses...\$ 475.00

As attorneys' fee.....1,450.00 1,925.00

MELVIN L. HUNT, applicant.....601.86

TO MELVIN HUNT, applicant.....12,348.72\$ 2,786.36

BY AMERICAN MOTORISTS INSURANCE COMPANY.....2,714.93

BY STATE COMPENSATION INSURANCE FUND.....871.43

BY FIREMAN'S FUND INSURANCE COMPANY.....451.63

BY HARDWARE MUTUAL INSURANCE COMPANY.....190.30

BY PACIFIC EMPLOYERS INSURANCE COMPANY.....1,866.56

BY THE TRAVELERS INSURANCE COMPANY.....3,386.49

BY EMPLOYERS MUTUAL LIAB. INS. CO. OF WISCONSIN.....556.84

BY ZURICH AMERICAN INSURANCE COMPANIES.....194.25

BY RELIANCE INSURANCE COMPANY.....25.00

BY INDUSTRIAL INDEMNITY COMPANY.....745.50

BY ARGONAUT INSURANCE COMPANY.....40.43

BY LIBERTY MUTUAL INSURANCE COMPANY.....1,305.35

SERVED ON ALL PARTIES LISTED
ON THE OFFICIAL ADDRESS RECORD

Date: 9-14-66 By: *Charles Graham*

\$15,135.08

SEPTEMBER 14, 1966

MAILED AT LONG BEACH, CALIFORNIA

DIA WCAB FORM 65 (REV. 3-65)
(FORMERLY FORM 382)

REFERENCE, WORKMEN'S COMPENSATION APPEALS BOARD

BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA
CASE NO. 65 LB 29228

MELVIN L. HUNT,

Applicant,

vs

) MINUTES OF FURTHER HEARING
December 29, 1965

WARREN AND BAILEY COMPANY;
HARDWARE MUTUAL CASUALTY COMPANY,
soon to be renamed SENTRY NATIONAL
INSURANCE COMPANY

WESTERN ASBESTOS COMPANY;
STATE COMPENSATION INSURANCE FUND,

J. T. THORPE, INC.;
PACIFIC EMPLOYERS INSURANCE COMPANY;
AMERICAN MOTORISTS INSURANCE COMPANY,

PLANT RUBBER AND ASBESTOS;
UNKNOWN

UNITED CORK COMPANY;
LIBERTY MUTUAL INSURANCE COMPANY,
a corporation,

ARMSTRONG CORK COMPANY;
EMPLOYERS MUTUAL LIABILITY INSURANCE
COMPANY OF WISCONSIN,
RELIANCE INSURANCE COMPANY, a successor
in interest to STANDARD ACCIDENT
INSURANCE COMPANY;

THE TRAVELERS INSURANCE COMPANY;
AETNA CASUALTY AND SURETY COMPANY,

FAR NORTHERN INSULATION;
UNKNOWN

METAL CLAD CORPORATION;
INDUSTRIAL INDEMNITY COMPANY,

UNITED REFRACTORY COMPANY;
UNKNOWN,

HUGH A. ELSDON COMPANY;
UNKNOWN,

JOHN MANVILLE SALES CORPORATION;
THE TRAVELERS INSURANCE COMPANY,

OWENS CORNING FIBERGLAS;
SELF-INSURED,

THORPE INSULATION COMPANY;
FIRMANS FUND INSURANCE COMPANY,

NO TESTIMONY HAS BEEN TAKEN ON THIS CASE. (12-29-65)

- 1 ✓ MUNDET CORK COMPANY;
AETNA CASUALTY AND SURETY COMPANY,
- 2 ✓ REESE INSULATION COMPANY,
- 3 ✓ INDUSTRIAL INDEMNITY COMPANY,
- 4 ✓ BALDWIN-EHRET COMPANY;
LIBERTY MUTUAL INSURANCE COMPANY,
- 5 ✓ FIBERGLAS ENGINEERING COMPANY;
- 6 ✓ AETNA CASUALTY AND SURETY COMPANY,
- 7 ✓ C. F. BRAUN AND COMPANY, a
corporation;
- 8 ✓ AMERICAN MOTORISTS INSURANCE COMPANY,
- 9 ✓ THE E. J. BARTELLS COMPANY;
HARDWARE MUTUAL CASUALTY COMPANY,
soon to be renamed SENTRY NATIONAL
INSURANCE COMPANY,
- 11 ✓ MONROE FOOD MACHINERY INC.;
- 12 ✓ ARGONAUT INSURANCE COMPANY,
- 13 ✓ INDUSTRIAL FURNACES INC.;
- 13 ✓ FIREMANS FUND INSURANCE COMPANY,
- 14 ✓ PABCO INSULATION CORPORATION;
UNKNOWN,
- 15 ✓ INDUSTRIAL SERVICE AND
ENGINEERING COMPANY OF CALIFORNIA;
- 16 ✓ LIBERTY MUTUAL INSURANCE COMPANY,
- 17 ✓ LOS ANGELES CORK COMPANY;
- 18 ✓ ZURICH INSURANCE COMPANY,
- 19 ✓ ARMSTRONG CONTRACTING AND
SUPPLY CORPORATION;
- 20 ✓ EMPLOYERS MUTUAL LIABILITY
INSURANCE COMPANY OF WISCONSIN;
- 21 ✓ RELIANCE INSURANCE COMPANY, a successor
in interest to STANDARD ACCIDENT
INSURANCE COMPANY;
- 22 ✓ THE TRAVELERS INSURANCE COMPANY;
- 23 ✓ AETNA CASUALTY AND SURETY COMPANY,
- 24 ✓ MARINE ENGINEERING AND SUPPLY
COMPANY;
- 25 ✓ UNKNOWN,
- 26 ✓ RODERICK LYNCH, dba
LYNCH ASBESTOS COMPANY;
- 27 ✓ UNKNOWN,

Defendants.

EXHIBIT:

Applicant's 1 Report of Dr. Boyle of October 18, 1965,
together with x-ray report and laboratory
studies, together with his statements •

THIS CAUSE came on for hearing at 9 a.m., December 29, 1965
in Department 6 of the Industrial Accident Commission, Long Beach,
California, before the Honorable RAYMOND LEAVER, Referee.

M. Sutton, Reporter

PRESENT:

Applicant
Silver and McWilliams by
Edwin Silver, attorneys for applicant

J. D. Henderson, representative for American Motorists
Insurance Company

Franklin M. Kaye, attorney for State Compensation Insurance
Fund

Stephen Schweitzer, representative for Firemans Fund
Insurance Company

James Hummel, representative for Employers Mutual Liability
Insurance Company of Wisconsin

Joseph J. Gleason for Weingand, Kendig and Stockwell,
attorneys for Liberty Mutual Insurance Company, Aetna
Casualty and Surety Company, and Owens Corning Fiberglas,
self-insured

James C. Thomason for Roberts and Thomason, attorneys for
Pacific Employers Insurance Company

Allan Schummer for Clopton and Penny, attorneys for The
Travelers Insurance Company, Industrial Indemnity Company
and Reliance Insurance Company, a successor in interest
to Standard Accident Insurance Company

James J. Wood, attorney for Argonaut Insurance Company

Jack Sisk for Herlihy and Herlihy, attorneys for The
Travelers Insurance Company, and Johns Manville Sales
Corporation

LET THE RECORD FURTHER SHOW that Robert Maholchic,
representative for Zurich Insurance Company, telephoned
the Referee and advised that his car broke down and he
might not be able to make the hearing.

LET THE RECORD FURTHER SHOW that Kean St. Charles telephoned
the Referee and advised that flood conditions prevented his
appearance. He advised that he represented Hardware Mutual
Casualty Company, which was soon to be renamed Sentry
National Insurance Company.

LET THE RECORD FURTHER SHOW that Melvin L. Hunt, who
claims to have been born on October 25, 1899, claims to
have been employed by various employers in California, and

1 in Alaska pursuant to a contract of employment entered into in
2 State of California, from 1940 through January 29, 1965, during
3 time he claims to have sustained an injury to his respiratory
4 system arising out of and occurring in the course of his employ-

ISSUES:

1. Employment, except as admitted
2. Age
3. Occupation
4. Injury
5. Insurance coverage, except as admitted
6. Need for medical treatment
7. Liability for self-procured medical treatment
8. Medical-legal costs
9. Earnings, except as admitted
10. Nature, extent and duration of disability
11. Apportionment
12. Lien claim of the Department of Employment
13. Statute of Limitations
14. Prejudice by lack of notice
15. Jurisdiction

THE FOLLOWING ADMISSIONS ARE MADE:

1. American Motorists Insurance Company admits insurance coverage for J. T. Thorpe, Inc., from July 6, 1956 through July 1964. Said carrier further admits employment and earnings as set forth in the letter of August 9, 1965, from the Department of Health, Education, and Welfare.

2. American Motorists Insurance Company admits insurance coverage for C. F. Braun and Company for the year 1954, and further admits employment and earnings as set forth in the letter of August 9, 1965, from the Department of Health, Education, and Welfare.

3. State Compensation Insurance Fund admits coverage for Western Asbestos Company for the years 1941, 1942, 1943, and 1953

4. Firemans Fund Insurance Company admits coverage for Thorpe Insulation Company, and employment for said company for the following periods: March 4, 1957 through April 5, 1957

January 28, 1958 through January 31, 1958

October 25, 1962 through December 5, 1962

March 5, 1963 through March 29, 1963

Said carrier further admits earnings during the aforementioned

1 periods in the total amount of \$2,783.95.

2 5. Firemans Fund Insurance Company admits coverage for
3 Industrial Furnaces, Inc., for the year 1959.

4 6. Employers Mutual Liability Insurance Company of
5 Wisconsin admits insurance coverage for Armstrong Cork Company,
6 a corporation, for the period January 1, 1944 to January 1, 1955

7 7. Liberty Mutual Insurance Company admits insurance
8 for Baldwin-Enret for the third quarter of 1964, and further ad
9 employment and earnings for the third quarter of 1964, as reflecte
10 in the August 9, 1965, letter from the Department of Health,
11 Education, and Welfare.

12 8. Liberty Mutual Insurance Company admits insurance
13 coverage for Industrial Service and Engineering Company of
14 California, during the first quarter of the year 1963, and furth
15 admits employment and earnings as reflected in the aforementioned
16 letter. (August 9, 1965 ltr. of Dept. of Health, Education & Welf.

17 9. Aetna Casualty and Surety Company admits insurance
18 coverage for Mundet Cork Company for the last quarter of the year
19 1957, and further admits earnings and employment as reflected in
20 the aforementioned letter.

21 10. Pacific Employers Insurance Company admits coverage
22 for J.T. Thorpe, Inc., for the period September 30, 1944 through
23 September 30, 1955, except for the period January 1, 1952 through
24 January 1, 1953. Said carrier further admits employment and earni
25 during the period of coverage as reflected in the aforementioned
26 letter of August 9, 1965.

27 11. The Travelers Insurance Company (through Mr. Schumme
28 admits coverage for Armstrong Cork Company for the period January
29 1952 through January 1, 1954. Said carrier further admits employ
30 for the quarter ending March 31, 1952, through the quarter ending

1 March 31, 1953, as reflected in the aforementioned letter of
2 August 9, 1965. Said carrier further admits earnings as reflected
3 during these periods in the aforementioned letter.

4 12. The Travelers Insurance Company (through Allan Schum
5 admits coverage for Armstrong Contracting and Supply for the period
6 January 1, 1959, through January 1, 1963.

7 13. Industrial Indemnity Company admits coverage for
8 Metal Clad for the period September 27, 1949 through March 31,
9 1954. Said carrier further admits employment and earnings in 1951
10 and 1953 as reflected in the aforementioned letter of August 9, 1965.

11 14. Industrial Indemnity Company admits coverage for
12 Reece Insulation for the period October 1, 1957 through October 1,
13 1, 1958, and also admits employment and earnings as set forth in the
14 aforementioned letter of August 9, 1965.

15 15. Argonaut Insurance Company admits coverage for Monroe
16 Food Machinery, Inc., for the period July 29, 1959, through
17 August 4, 1959, and admits employment for the same period, and
18 earnings as reflected in the aforementioned letter of August 9,
19 1965.

20 16. The Travelers Insurance Company (through Jack Sisk) a
21 admits subject to withdrawal, coverage for Johns Manville Sales
22 Corporation, for the period January 1, 1957 to July 1, 1957,
23 and further admits employment and earnings for the quarter ending
24 March 31, 1957, as reflected in the aforementioned letter of August
25 9, 1965.

26 17. Zurich Insurance Company (through Mr. Maholchic in
27 a telephone conversation with the Referee) admits coverage for
28 Los Angeles Cork Company, for the period October 27, 1962, to
29 November 6, 1963, and further admits employment for the payroll
30 period ending July 24, 1963, through the payroll period ending

1 September 11, 1963. Said carrier admits total earnings during said
2 period of \$1,281.20 in addition to bonus paid or overtime pay in
3 the amount of \$106.40. Said carrier admits earnings as follows for
4 the following payroll periods:

5	July 24, 1963	\$160.32
6	July 31, 1963	200.40
7	August 14, 1963	167.36
8	August 21, 1963	209.20
9	August 28, 1963	209.20
10	September 4, 1963	146.44
11	September 11, 1963	188.28

12 18. Hardware Mutual Casualty Company, soon to be renamed
13 Sentry National Insurance Company, (through Kean St. Charles in
14 a telephone conversation with the Referee) admits coverage for
15 E.J. Bartells Company for the period October 1, 1953 to October 1,
16 1954, and further admits earnings of \$1,359.28 for the quarter
17 ending September 30, 1954.

18 19. The above carrier also admits coverage only for
19 Warren and Bailey Company for the period September 1, 1952 to
20 September 1, 1953.

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23 DISPOSITION:

24 Continued on notice for full day hearing.
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