FILE NAME: Contract Unit Workers Comp Claims (WCC)

DATE: 1967

DOC#: WCC061

DOCUMENT DESCRIPTION: Workers Comp File - Gilbert, Oscar L

File Name	Contract Unit Claim File: Oscar L. Gilbert Apr. 19/67
Scanned ?	yes
Source	JMA: NS-JM
Start Year	1967
Stop Year	1967
Contents	claim
Notes	

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

APPLICANT OSCAR L. GILBERT CASE # ANA 19219

Asbestos Worker/Insulator

DATE CLAIM FILED April 19, 1967

INJURY ALLEGED Inhalation of asbestos/injury to lungs

ALLEGED DATE OF INJURY 1942-Nov. 28, 1966

EMPLOYER/INSURER Fiberglass Engineering & Supply/AETNA Casualty et. a

including J-M Corp.

OTHER NOTES "... generalized infiltration of what is apparently fiberglass."

Med Rpt to applicant's attorney: "... believe his major problems are secondary to his exposures [to asbestos, fiberglass, and the dust surrounding them]."

DATE OF RESOLUTION Jan. 19, 1968

RESOLUTION Compromise & Release $15,000 settlement

DOCUMENTS COPIED 1) Compromise & Release # OF PAGE 4

CLAIMANT Oscar Gilbert 14

California Workers' Compensation Appeals Board

CARRIERS INVOLVED:

●The AETNA Casualty & Surety Co.
oAmerican Automobile Ins. Co.
oAmerican Employers Ins. Co.
●American Motorists Ins. Co.
oArgonaut Ins. Co.
oAssociated Indemnity Corp.
oCalifornia Casualty Indemnity Exchange
oCalifornia Compensation & Fire Co.
oCasualty Ins. Co. of California
oEmployers Liability Assurance Corp.Ltd.
oEmployers Mutual Liability Ins. Co. of Wisconsin
oFidelity & Casualty Co. of New York
●Fireman'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.)
oIndustrial Indemnity Co.
oIndustrial Indemnity Exchange
●Insurance Co. of North America
oLiberty 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.)
oState 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.
o_____
o_____
o_____
o_____
o_____

WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

OSCAR L. GILBERT,

Applicant

vs.

PABCO CORPORATION, EMPLOYERS MUTUAL INSURANCE COMPANY OF WISCONSIN

Defendant

CASE No. 67 ANA 19219

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.

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

Dated at San Francisco, California, this 31 day of March, 1981

DIA WCAB FORM 115 (NEW 1-78)

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF INDUSTRIAL ACCIDENTS

INSTRUCTIONS

1. Do not use this form in death cases. Use Form 16. Do not use in third-party cases. Use 17.
2. If the injured employee be under 21 years of age and a guardian ad litem has not been previously appointed, a petition for appointment of guardian ad litem and trustee must accompany this agreement.
3. The guardian must sign this agreement on behalf of an injured employee who is under 21 years of age. If the minor is above the age of ... such minor should also sign this agreement.
4. Attach all medical reports not heretofore submitted to the Workmen's Compensation Appeals Board and advise when other reports were fi...

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

COMPROMISE AND RELEASE CASE NO. 67 ANA 1921

SOCIAL SECURITY NO. 432-10-4423

(Mr.) (Mrs.) (Miss) OSCAR L. GILBERT (APPLICANT) 6532 Bestel Ave., Westminster, Cali (ADDRESS)

vs.

FIBERGLASS ENGINEERING CO., ET AL (CORRECT NAME OF EMPLOYER) ______ (ADDRESS)

SEE ATTACHED SHEET (CORRECT NAME OF INSURANCE CARRIER) ______ (ADDRESS)

The parties hereto, for the purpose of compromise only, hereby submit the following agreed statements of fact:

1. OSCAR L. GILBERT, employee herein, born on May 23, 1911, claims that he was employed on the from 1942 to 1967 day of ______ (MONTH) 19___ (YEAR) at various cities in Calif (CITY) (STATE) as a asbestos worker (OCCUPATION) by the employers named herein (NAME OF EMPLOYER) then insured as workmen's compensation liability by See attached sheet (STATE NAME OF CARRIER OR WHETHER SELF-INSURED) and th... he sustained an injury arising out of and in the course of his employment as follows: To the lungs and more particularly as set forth in all of the medical reports filed herein.

2. The actual weekly wages of the employee at the time of injury were $ maximum, while the average weekly wages wer... $ maximum.

3. The employee's present disability is in dispute (STATE PRESENT DISABILITY RESULTING FROM THE INJURY) and the employee has not returned to work ______ (IF SO, STATE WHEN)

4. (a) Temporary disability indemnity has been paid to the employee in the sum of $ none at $___ per (week) beginning ______ to and including ______. The amount due and unpaid to the employee is $ in dis...

(b) Permanent disability indemnity has been paid to the employee in the sum of $ none covering period ______ to ______

5. The parties hereby agree to settle any and all claims on account of said injury by the payment of the sum of $ 15,000.00 in addition to any sums heretofore paid by the employer or the insurer to the employee, said sum to be payable as follows:
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
See Addendum to Paragraph 5.

6. Medical and hospital expenses have been paid $ 1,119.89 by the employee and $ none by the employer or carrier. Unpaid bills amount to $ 300.00. Future medical and hospital expense is estimated at $ 5,000.00. Unpaid and future medical and hospital expense is to be assumed as follows: All by applicant

RECEIVED DIVISION OF INDUSTRIAL ACCIDENTS SANTA ANA FEB 20 12 53 PM '68

DIA WCAB FORM 15 (PAGE 1) (REV. 1-66) (FORMERLY FORM 431)

7. Name and address of employee's attorney, if any Rose, Klein and Marias 900 N. Broadway, Santa Ana, California

8. Said attorney requests a fee of $ 1,500.00 Amount of attorney fee previously paid, if any, $ -0-

9. Reason for Compromise A dispute exists in this case regarding the question of wh or not the applicant has sustained any industrial injury or injuries and if so, whether they were productive to any extent of applicant's present alleged disability. The defendants assert the affirmative defense of th statute of limitations and consequently the hazards of litigation are formidable on both sides. Therefore, it is agreed that this Compromise adequate.

10. The undersigned request that this Compromise Agreement and Release be approved.

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

12. It is agreed by all parties hereto that the filing of this document is the filing of an application on behalf of the employee, and tha the W.C.A.B. may in its discretion set the matter for hearing as a regular application, reserving to the parties the right to put i issue any of the facts admitted herein, and that if hearing is held with this document used as an application the defendants shal have available to them all defenses that were available as of the date of filing of this document, and that the W.C.A.B. ma thereafter either approve said Compromise Agreement and Release or disapprove the same and issue Findings and Award afte hearing has been held and the matter regularly submitted for decision.

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

$____ for temporary disability covering the period ____ to ____

$____ for accrued medical expense paid or incurred by the employee.

$____ for future medical care.

$____ for permanent disability.

(The above segregation must be fair and reasonable and must be based on the real facts of the case. There should be no attempt made to deprive the lien claimant of a reasonable recovery consistent with all the amounts involved.)

WITNESS *the signature hereof this* ____ *day of* ____, 19____, *at* ____

x Oscar L. Gilbert

O. L. Gilbert

WITNESSES
THE INJURED APPLICANT'S SIGNATURE MUST BE ATTESTED BY TWO DISINTERESTED PERSONS OR ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

Plant Rubber & Asbestos Works

By Bubek, Phleger & Harrison
Its Attorneys

STATE OF CALIFORNIA
ORANGE County of CALIFORNIA } ss.

On this 1971 day of JANUARY A.D. 19 65 *before me,* JOSEPH W. FARENBAUGH
a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared
OSCAR L GILBERT
known to me to be the person whose name is
subscribed to the within Instrument, and acknowledged to me that he *executed the same.*

IN WITNESS WHEREOF, *I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.*

OFFICIAL SEAL
JOSEPH W. FARENBAUGH
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Sept. 23, 1971

Joseph W. Farenbaugh
Notary Public in and for said County and State of California

JOHNS-MANVILLE CORPORATION
Travelers Insurance Company

By: _____
David Taylor

J. T. THORPE & COMPANY
American Motorists Insurance Company

By: _____
John Henderson

PLANT ASBESTOS COMPANY
BALDWIN-EHRET-HILL, INC.
INSULATION, INC.
Pacific Employers Company
Insurance Company of North America

By: _____

PLANT RUBBER AND ASBESTOS WORKS,
permissibly self-insured

By: _____

SYDNEY LOUIS CARPENTER
THORPE INSULATION COMPANY
PLANT INSULATION COMPANY
Fireman's Fund-American Insurance Company

By: _____

FIBERGLASS ENGINEERING COMPANY
Aetna Casualty and Surety Company
Weingand, Kendig & Stockwell

By: _____

RE: OSCAR L. GILBERT

ADDENDUM TO COMPROMISE AND RELEASE
LINE 5

The Compromise and Release is to be paid as follows:

Aetna Casualty and Surety Company, 2404 Wilshire Boulevard, Los Angeles (Fiberglass Engineering Co.) $6,771.49.

Firemen's Fund-American Insurance Company, Sixth Street, Los Angeles, California (Sydney Louis Carpenter, Thorpe Insulation Company, Plant Insulation Company) $5,502.99,

Plant Rubber and Asbestos ~~Company~~ Works, 537 Brannon Street, San Francisco, California, (permissibly self-insured) $1,811.88).

Pacific Employers Company (Insurance Company of North American) (Plant Asbestos Company) Baldwin-Ehret-Hill, Inc., Insulation, Inc.) $161.06

American Motorists Insurance Company (J. T. Thorpe & Co.) $87.60.

Travelers Insurance Company (Johns-Manville Corporation) $664.98.

TOTAL: $15,000.00

It is intended by this Compromise to release and forever settle any and all liability of each and all of the named insurance carriers herein for any periods of insured employment whether now known or unknown.

All payable in a lump sum less the following sums to be paid by Aetna Casualty & Surety Company: $269.00 to Morton Kritzer, M.D.; $226.00 to Dr. Smart; $20.00 to Dr. Weinstein; $100.00 to Dr. Schubin; $504.89 to Occidental Life Insurance Company; and $500.00 to the Department of Employment, all in full satisfaction of their respective Liens; and less attorneys' fees.