

FILE NAME: Contract Unit Workers Comp Claims (WCC)

DATE: 1965

DOC#: WCC059

DOCUMENT DESCRIPTION: Workers Comp File - Hunt, Melvin

**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.
- oAmerican Automobile Ins. Co.
- oAmerican Employers Ins. Co.
- American Motorists Ins. Co.
- Argonaut Ins. Co.
- oAssociated Indemnity Corp.
- oCalifornia Casualty Indemnity Exchange
- oCalifornia Compensation & Fire Co.
- oCasualty Ins. Co. of California
- oEmployers Liability Assurance Corp.Ltd.
- Employers 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.
- Hardware 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.
- Reliance 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.
- 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 *Applicant*

6 vs.

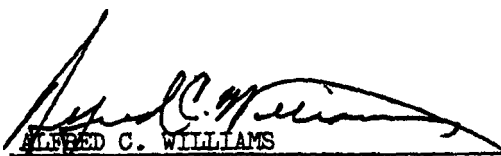
C E R T I F I C A T I O N

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

*Defendant*

10  
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.

16  
17  
18  
19   
20 ALFRED C. WILLIAMS  
21 Workers' Compensation Judge  
22 Workers' Compensation Appeals Board

23  
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 23228

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 through August 29, 1966 settling this case for \$15,135.08

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

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

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..... 191.25

BY RELIANCE INSURANCE COMPANY..... 25.00

BY INDUSTRIAL INDEMNITY COMPANY..... 745.50

BY ARGONAUT INSURANCE COMPANY..... 40.42

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*

SEPTEMBER 14, 1966

FILED AT LONG BEACH, CALIFORNIA

DIA WCAB FORM 65 (REV. 2-65)  
FORMERLY FORM 3827

*122*  
REFERENCE, WORKMEN'S COMPENSATION APPEALS BOARD

1 BEFORE THE INDUSTRIAL ACCIDENT COMMISSION OF THE STATE OF CALIFORNIA  
2 CASE NO. 65 LB 29228  
3

4 MELVIN L. HUNT, ) MINUTES OF FURTHER HEARING  
5 Applicant, ) December 29, 1965  
6

7 vs )

8 WARREN AND BAILEY COMPANY; )  
9 HARDWARE MUTUAL CASUALTY COMPANY, )  
10 soon to be renamed SENTRY NATIONAL )  
11 INSURANCE COMPANY )

12 WESTERN ASBESTOS COMPANY; )  
13 STATE COMPENSATION INSURANCE FUND, )

14 J. T. THORPE, INC.; )  
15 PACIFIC EMPLOYERS INSURANCE COMPANY; )  
16 AMERICAN MOTORISTS INSURANCE COMPANY, )

17 PLANT RUBBER AND ASBESTOS; )  
18 UNKNOWN )

19 UNITED CORK COMPANY; )  
20 LIBERTY MUTUAL INSURANCE COMPANY, )  
21 a corporation, )

22 ARMSTRONG CORK COMPANY; )  
23 EMPLOYERS MUTUAL LIABILITY INSURANCE )  
24 COMPANY OF WISCONSIN, )

25 RELIANCE INSURANCE COMPANY, a successor )  
26 in interest to STANDARD ACCIDENT )  
27 INSURANCE COMPANY; )

28 THE TRAVELERS INSURANCE COMPANY; )  
29 AETNA CASUALTY AND SURETY COMPANY, )

30 FAR NORTHERN INSULATION; )  
31 UNKNOWN )

32 METAL CLAD CORPORATION; )  
33 INDUSTRIAL INDEMNITY COMPANY, )

34 UNITED REFRACTORY COMPANY; )  
35 UNKNOWN, )

36 HUGH A. ELSDON COMPANY; )  
37 UNKNOWN, )

38 JOHNS MANVILLE SALES CORPORATION; )  
39 THE TRAVELERS INSURANCE COMPANY, )

40 OWENS CORNING FIBERGLAS; )  
41 SELF-INSURED, )

42 THORPE INSULATION COMPANY; )  
43 FIREMANS FUND INSURANCE COMPANY, )

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

|    |                                                    |   |
|----|----------------------------------------------------|---|
| 1  | <del>MONDET CORK COMPANY;</del>                    | ) |
|    | <del>AETNA CASUALTY AND SURETY COMPANY,</del>      | ) |
| 2  | <del>REESE INSULATION COMPANY,</del>               | ) |
| 3  | <del>INDUSTRIAL INDEMNITY COMPANY,</del>           | ) |
|    | <del>BALDWIN-EHRET COMPANY;</del>                  | ) |
| 4  | <del>LIBERTY MUTUAL INSURANCE COMPANY,</del>       | ) |
| 5  | <del>FIBERGLAS ENGINEERING COMPANY;</del>          | ) |
| 6  | <del>AETNA CASUALTY AND SURETY COMPANY,</del>      | ) |
| 7  | <del>C. F. BRAUN AND COMPANY, a</del>              | ) |
|    | <del>corporation;</del>                            | ) |
| 8  | <del>AMERICAN MOTORISTS INSURANCE COMPANY,</del>   | ) |
|    | <del>THE E. J. BARTELLS COMPANY;</del>             | ) |
| 9  | <del>HARDWARE MUTUAL CASUALTY COMPANY,</del>       | ) |
|    | <del>soon to be renamed SENTRY NATIONAL</del>      | ) |
| 10 | <del>INSURANCE COMPANY,</del>                      | ) |
| 11 | <del>MONROE FOOD MACHINERY INC.;</del>             | ) |
|    | <del>ARGONAUT INSURANCE COMPANY,</del>             | ) |
| 12 | <del>INDUSTRIAL FURNACES INC.;</del>               | ) |
| 13 | <del>FIREMANS FUND INSURANCE COMPANY,</del>        | ) |
| 14 | <del>PABCO INSULATION CORPORATION;</del>           | ) |
| 15 | <del>UNKNOWN,</del>                                | ) |
|    | <del>INDUSTRIAL SERVICE AND</del>                  | ) |
| 16 | <del>ENGINEERING COMPANY OF CALIFORNIA;</del>      | ) |
|    | <del>LIBERTY MUTUAL INSURANCE COMPANY,</del>       | ) |
| 17 | <del>LOS ANGELES CORK COMPANY;</del>               | ) |
| 18 | <del>ZURICH INSURANCE COMPANY,</del>               | ) |
| 19 | <del>ARMSTRONG CONTRACTING AND</del>               | ) |
|    | <del>SUPPLY CORPORATION;</del>                     | ) |
| 20 | <del>EMPLOYERS MUTUAL LIABILITY</del>              | ) |
|    | <del>INSURANCE COMPANY OF WISCONSIN;</del>         | ) |
| 21 | <del>RELIANCE INSURANCE COMPANY, a successor</del> | ) |
|    | <del>in interest to STANDARD ACCIDENT</del>        | ) |
| 22 | <del>INSURANCE COMPANY;</del>                      | ) |
|    | <del>THE TRAVELERS INSURANCE COMPANY;</del>        | ) |
| 23 | <del>AETNA CASUALTY AND SURETY COMPANY,</del>      | ) |
| 24 | <del>MARINE ENGINEERING AND SUPPLY</del>           | ) |
|    | <del>COMPANY;</del>                                | ) |
| 25 | <del>UNKNOWN,</del>                                | ) |
| 26 | <del>RODERICK LYNCH, dba</del>                     | ) |
|    | <del>LYNCH ASBESTOS COMPANY;</del>                 | ) |
| 27 | <del>UNKNOWN,</del>                                | ) |
| 28 | 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 •

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

4 M. Sutton, Reporter

5 PRESENT:

6 Applicant  
Silver and McWilliams by  
7 Edwin Silver, attorneys for applicant

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

9 Franklin M. Kaye, attorney for State Compensation Insuranc  
10 Fund

11 Stephen Schweitzer, representative for Firemans Fund  
Insurance Company

12 James Hummel, representative for Employers Mutual Liabili  
13 Insurance Company of Wisconsin

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

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

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

20 James J. Wood, attorney for Argonaut Insurance Company

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

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

26 LET THE RECORD FURTHER SHOW that Kean St. Charles telepho  
the Referee and advised that flood conditions prevented h  
27 appearance. He advised that he represented Hardware Mutu  
Casualty Company, which was soon to be renamed Sentry  
28 National Insurance Company.

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

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

5 ISSUES:

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

21 THE FOLLOWING ADMISSIONS ARE MADE:

22 1. American Motorists Insurance Company admits insuran  
23 coverage for J. T. Thorpe, Inc., from July 6, 1956 through July/  
24 1964. Said carrier further admits employment and earnings as se  
25 forth in the letter of August 9, 1965, from the Department of  
26 Health, Education, and Welfare.

27 2. American Motorists Insurance Company admits insuran  
28 coverage for C. F. Braun and Company for the year 1954, and furth  
29 admits employment and earnings as set forth in the letter of Augu  
30 9, 1965, from the Department of Health, Education, and Welfare.

3. State Compensation Insurance Fund admits coverage fo  
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 th  
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-Ehret 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 1954  
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) admits  
21 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.

21  
22  
23 DISPOSITION:

24 Continued on notice for full day hearing.  
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