WORKMEN'S COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

HENRY C. PUETZ)

Applicant) CLAIM NO. 66 OAK 20568

vs.) FINDINGS AND AWARD

C. F. BRAUN et al. and AMERICAN MOTORISTS INSURANCE COMPANY, et al.)

Defendants)

FILED
SEP 8 1969

The above entitled matter having been regularly submitted before Richard A. Hickman, Referee, said referee makes his decision as follows:

FINDINGS OF FACT

1. Henry C. PUETZ, born April 25, 1907, while employed as an asbestos worker within the State of California during the period beginning 1945 through November 29, 1967, sustained injury arising out of and occurring in the course of his employment, consisting of asbestosis.

2. Applicant was employed and injury was caused by exposure during periods of employment and insurance coverage as follows:

EMPLOYER:	YEAR:	INSURANCE CARRIER:
Cork Insulation Co., Inc.	1945	
Western Asbestos Co.	1946, 1947, 1954-1958, 1960-1962, 1964-1966,	State Compensation Ins. Fund
Marine Engineering & Supply Co.	1947	
George Golling & E. Gunder	1947	
Fibreboard Corporation	1947, 1948	(self - insured)
Plant Asbestos Co.	1948-1950	Pacific Employers Ins. Co.
	1953-1955, 1957, 1958, 1960	Industrial Indemnity Company
	1963, 1964	Employers Liability Assur. Corp., Ltd.

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1	Bay Cities Asbestos Co.,Ltd.	1948, 1949	Industrial Indemnity Co.
2	J. T. Thorpe & Son	1948-1950	Pacific Employers Ins. Co
3	Western Fibrous Glass Products Co.	1949	Industrial Indemnity Exch.
4	The Industrial Insulators	1949	
5	Johns Manville Sales Corp.	1949-1953, 1957	Travelers Insurance Compa.
6	Armstrong Cork Co.	1955	Travelers Insurance Compa.
7	Mundet Cork Corp.	1962	Aetna Casualty & Surety C
8	Thorpe Insulation Co.	1953	
9	Gay Engineering Corp.	1955	
10	Owens Corning Fiberglass Corp.	1955-1962, 1964-1966	Aetna Casualty & Surety Co.
11			
12	Fluor Maintenance, Inc.	1955-1957	Continental Casualty Co.
13	Coast Insulating Products	1956	Argonaut Insurance Co.
14	Harold G. Lorentzen, Lorentzen Co.	1957	Pacific Employers Ins. Co.
15	Owen E. Leinio San Jose Asbestos Co.	1956	Industrial Indemnity Co.
16	C. F. Braun	1957	
17	John Newkirk, Universal Insulation Co.	1958	American Motorists Ins.Co
18	Armstrong Contracting & Supply Co.	1960	
19	Muldoon Co., Inc.	1961, 1963	
20	M. R. Carpenter,Inc.	1961, 1962	Industrial Indemnity Co.
21	Accurate Insulation Co.,Inc.	1962	State Compensation Ins.Fu
22	Hickman Bros., Inc.	1962	State Compensation Ins.Fu
23	Keller Insulation Corp.,	1963	Pac.Employers Ins. Compan
24	Metal Clad Insulation Co.,Inc.	1963	Industrial Indemnity Co.
25	Insulation Services, Inc.	1964	Hartford Accident & Ind.C
26	Associated Insulation of California	1964, 1965	Great American Insurance
27	Western-MacArthur Co.	1965, 1966	(Employers Liability Assur Corp.
28		1967	(Hartford Accident & Indem Co.
29			

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3. Applicant's earnings were maximum for both, temporary permanent disability indemnity.

4. The injury resulted in temporary total disability for period November 30, 1967, to and including May 31, 1968.

5. The injury resulted in permanent disability of 64 %.

6. Applicant is in need of further medical treatment to or relieve from the effects of the injury.

7. Defendants failed to furnish medical treatment necess to cure or relieve from the effects of the injury subsequent to J 26, 1966, after notice of need, and applicant incurred expenses therefor.

8. Applicant reasonably incurred medical-legal costs of $295.50.

9. The reasonable value of the services of applicant's attorneys is $1,500.00.

10. The Department of Employment paid UCD benefits at $70 per week for the period December 2, 1967, through May 24, 1968, c currently with temporary disability found herein.

11. The claim is barred by the Statute of Limitations wit regard to temporary disability indemnity or medical expenses for period commencing prior to July 26, 1965.

12. Defendants have not been prejudiced by lack of notice the injury.

13. The injury has not been caused by the serious and wil misconduct of the employee.

14. Defendant, State Compensation Insurance Fund, is prim responsible for the payment of compensation and the furnishing of medical treatment as awarded herein, but said defendant will have right to seek contribution from the other defendants in an amount be adjusted by said defendants, or to be determined by the Appeal

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Board upon filing of an appropriate request therefor, jurisdicti
such proceedings being hereby expressly reserved.

A W A R D

AWARD IS MADE in favor of HENRY C. PUETZ against STATE C
SATION INSURANCE FUND, PACIFIC EMPLOYERS INSURANCE COMPANY, INDU
INDEMNITY COMPANY, INDUSTRIAL INDEMNITY EXCHANGE, EMPLOYERS LIAB
ASSURANCE CORPORATION, LTD., TRAVELERS INSURANCE COMPANY, AETNA
CASUALTY & SURETY COMPANY, CONTINENTAL CASUALTY COMPANY, ARGONAU
INSURANCE COMPANY, AMERICAN MOTORISTS INSURANCE COMPANY, HARTFOR
ACCIDENT & INDEMNITY COMPANY, GREAT AMERICAN INSURANCE COMPANY,
INSULATION CO., INC., MARINE ENGINEERING & SUPPLY CO., GEORGE GO
AND E. GUNDER, FIBREBOARD CORPORATION, THE INDUSTRIAL INSULATORS
THORPE INSULATION CO., GAY ENGINEERING CORPORATION, OWEN E. LEIN
SAN JOSE ASBESTOS CO., JOHN NEWKIRK, UNIVERSAL INSULATION CO., a
ARMSTRONG CONTRACTING AND SUPPLY CO., jointly and severally, as
follows:

(a) Temporary disability indemnity at $70.00 per week f
the period November 30, 1967, to and including May 31, 1968, le=
$1,840.00 to the Department of Employment in satisfaction of its
for UCD benefits.

(b) Permanent disability indemnity at $52.50 per week,
ginning June 8, 1968, and continuing for 256 weeks until the tot
of $13,440.00 shall have been paid; less $1,500.00 to Smith, Par
Paduck & Clancy as attorneys' fee.

(c) Further medical treatment to cure or relieve from t
effects of the injury herein.

(d) Reimbursement of medical expenses incurred subseque
July 26, 1966, to be adjusted by the parties or to be determined
in upon filing of a petition and supporting documents.

(e) Medical-legal costs of $295.50, payable: $215.00 to

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Dr. Leon Lewis and $80.50 to 2435 Webster Street Laboratory.

(f) Interest as provided by law.

ORDERS

IT IS ORDERED THAT State Compensation Insurance Fund be primarily responsible for the payment of compensation and costs and for the furnishing of medical treatment, as hereinabove awarded, subject to said defendant's right of contribution as provided in finding no. 14 above.

IT IS FURTHER ORDERED THAT Van Arsdale Harris Co. and The Budlong Corp. be, and they are hereby, dismissed as parties defendant herein.

Richard A. Hickman

RICHARD A. HICKMAN, Referee

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SERVICE BY MAIL ON ALL PARTIES LISTED ON OFFICIAL ADDRESS RECORD: SEP 8 1969

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