

AIR AMERICA, INC.

Mr. C. F. Hanson
Deputy Commissioner
Bureau of Employees' Compensation
U.S. Department of Labor
680 Ala Moana, Room 302
Honolulu, Hawaii 96813

APPROVED FOR RELEASE
DATE: 12-Aug-2011

Subject: Eugene Henry DeBruin, et al

Dear Commissioner Hanson:

There follow details with respect to payments made on the cases of the named individuals, as requested by you:

Eugene Henry DeBruin: By agreement with Mr. DeBruin's parents, his entire salary is being accrued, except that since August 1964, when Mr. DeBruin became eligible for the Air America Retirement Plan, a deduction has been made from his Air America, Inc. salary to cover his contributions to that Plan. This was done at the request of his parents. The Company is also making a matching contribution to the Plan. The figures from September 6, 1963 through April 30, 1965 are as follows: Gross Salary accrued \$17,183.33, Retirement Plan Deductions \$370.98, leaving a net salary accrued of \$16,812.35. The Company's contributions to the Air America Retirement Plan on Mr. DeBruin's behalf amount to \$370.98.

Yik-Chiu To (as spelled on our records): At the prior request of Mr. To, his benefits are being divided equally between Sok Yuk Fan, his wife, and Tamuro Reiko, a cohabitant. (By way of explanation, the Company asks each employee to sign a Beneficiary Designation Form to receive any death, capture or internment benefits.) The figures for the September 6, 1963

to April 30, 1965 period are: Salary \$8,362.16 (\$4,181.08 to each beneficiary).

Prasit Promsuwan: Salary \$3,210.42, paid half to Suvana Promsuwan, wife, and half to Nittaya Promsuwan, daughter.

(We have very recently learned that Mr. Promsuwan had a legal wife in Australia who is in the process of divorcing him in Melbourne. Hence, Suvana is apparently not his legal wife, and Nittaya is apparently illegitimate.)

Pisidhi Indradat: Salary \$3,210.42, paid to Mrs. Kanyuka Indradat, mother.

Prasidhi Thanee: Salary \$3,210.42, paid to Mr. Kaenkham Thanee, father.

In regard to all of the above claims, the Company has sought no reimbursement under the War Hazards Compensation Act because part of the consideration it received under its contract with the United States Agency for International Development-Laos was based on the degree of risk involved in flying in that country. It has therefore been the opinion of this office that Section 104(b) would foreclose any such reimbursement. If our understanding is incorrect, we would appreciate your advice to that effect. We might add that we have secured an opinion from Counsel in Thailand that no war risk benefits are payable under the laws of that country (Messrs. Promsuwan, Indradat and Thanee are Thais), and our own research indicates that the same is true under Chinese law.

It is, we believe, apparent from the foregoing review that the Company has attempted in good faith to do considerably more than the statute requires. We might add that all payments were undertaken without any request from the beneficiaries thereof, solely on the grounds that they were committed by the Company's Personnel Manual. We shall be happy to take any necessary technical steps to bring the Company into full compliance with the statutory requirements.

Very truly yours,
AIR AMERICA, INC.