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CERTIFIED MAIL

2 Executive Campus, P.O. Box 5343, Cherry Hill, New Jersey 08002 • Tel. (609) 663-9121

September 3, 1981

Sherwin Williams Company
101 Prospect Avenue, Northwest
Cleveland, OH 44115

RE: VS SHERWIN WILLIAMS
FILE: CE327-15881
VS SHERWIN WILLIAMS
FILE: CE327-19930

ATTN: THOMAS M. LOCKER, ADMINISTRATOR OF WORKER'S COMPENSATION

Dear Mr. Locker:

This is to acknowledge your letter of August 6, 1981, along with a copy of a Summons & Amended Complaint served upon your registered agent on July 20, 1981. Since that time, I have secured two 30 days extensions of time from the plaintiff attorney on behalf of Sherwin Williams for the timely filing of the necessary answers.

This letter is further to advise you that we are answering the Summons & Complaint with a full reservation of all of our rights under our policy contract with Sherwin Williams.

In addition, this is to advise that we will defend and indemnify you in this Summons & Complaint for damages assessed as a result of disease and/or bodily injury by accident, found to be within the course and scope of employment with Sherwin Williams.

Specifically, under Count number one of the Complaint, we will defend Sherwin Williams. If damages are awarded on an accidental basis under Count One, we will indemnify Sherwin Williams. If damages are awarded on an intentional and/or punitive basis, we will not indemnify Sherwin Williams. There is no coverage for damages awarded as a result of intentional acts nor for punitive damages.

Under Count number Two, we will defend Sherwin Williams but will not indemnify Sherwin Williams, again because the Count is based on intentional acts and claims punitive damages.

In the suit Counts number Three through Six do not apply to Sherwin Williams.

Under Counts Seven and Eight, again, we will defend Sherwin Williams and will indemnify Sherwin Williams if the damages found are on an accidental basis.

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Sherwin Williams Company
Attention: Thomas M. Locker
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The employment status of plaintiffs is questionable since up to this time, we have been unable to establish whether or not the said plaintiffs were employees of John Lucas Company. If it is determined that said plaintiffs are employees of John Lucas Company and that John Lucas Company was a distinct and separate corporate entity, then reconsideration may be given to our position regarding both defense and indemnification of this suit.

In accordance with the above, I am referring the Summons & Complaint to our attorneys, the Law Offices of Montano, Summers, Mullen and Manuel, 2 Executive Campus, State Highway 70 and Cuthbert Road, Cherry Hill, New Jersey 08002. I am instructing our attorneys to enter an appearance on your behalf and take the necessary steps to protect your interests.

I assume the above intended handling is acceptable. However, should you have any question, please contact me within 7 days of the receipt of this letter.

Very truly yours,


S. E. Barton
Claims Supervisor

SEB:bkf

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