

LIBERTY MUTUAL



Mosswood Park Office Building, 3505 Broadway, Oakland, California 94611 • Tel. (415) 653-5800

November 18, 1974

Sherwin-Williams Co.
P.O. Box 23505
Oakland, Ca. 94623

INSURANCE

R. A. G.

NOV 25 1974

NOV 21 1974

J. D. K.

PERSONNEL

ATTN.: MR. RICHARD GIONOPPI

RE: Redacted

HERWIN-WILLIAMS PAINTS

Redacted

Gentlemen:

This will refer to our conversation on November 15, 1974, regarding the above-captioned matter.

At that time, I spoke to you regarding an offer made by Mr. Robert Laws, the attorney for Kaiser Hospital.

The substance of this conversation was that Mr. Laws would be willing to settle his \$6,000 lien for a total of \$2,000.

This information was relayed to me by Mr. Sam Meredith, our attorney who is handling the workmen's compensation end of this case. He was approached by Mr. Laws, and this offer was made to him. Additionally, Mr. Laws stated that he would not inform the applicant's attorney prior to trial that they had settled their lien.

Additionally, we discussed the possibility of the prejudicial aspect, where if we settled the lien for one-third, the applicant's wife might have some grounds whereby she could say, since you settled Kaiser's lien, you should settle my claim for one-third also.

I want to enforce that neither Mr. Meredith nor Liberty Mutual is recommending this action specifically, but is directing this information to Sherwin-Williams for their comment on the matter.

This matter is scheduled for hearing before the Workmen's Compensation Appeals

INSURANCE

NOV 25 1974

N40609