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ENCLOSURE

February 5, 1990

FEB 09 1990

Mr. Anthony J. Colangelo
Workers' Compensation Claims Examiner
The Sherwin-Williams Company
101 Prospect Avenue, N.W.
Cleveland, Ohio 44115-1075

RE: Claimant:
Employer: Sherwin-Williams
Claim No: 888596-2

REDACTED

v. Sherwin-Williams Co., et al.
Case No: A 8701440

Dear Tony:

I enclose herewith a Memorandum of Law on the issue we discussed regarding the release of a future but unaccrued claim. It appears that [redacted] wife cannot at this time release her potential claim in her husband dies at a later date from an employment related condition. However, I have included language in the settlement agreement whereby [redacted] and his "heirs, executors, administrators..." release Sherwin-Williams Company. I have also included a signature line for [redacted] I do not know if that will pass muster with the Commission member that approves the settlement. However, it is worth trying. I also enclose herewith the application for approval of settlement which should be signed by Sherwin-Williams. Finally, I enclose copies of the proposed settlement agreement and release. We will have the case pending in court conditionally dismissed pending approval of the settlement by the Industrial Commission. If you have any questions, please do not hesitate to call.

Very truly yours,

Yolanda V. Vorys
Yolanda V. Vorys

YVV/tck
cc: Thomas M. Taggart, Esq.

N40186

0007-SWP-005804662

MEMORANDUM

rec'd 1/30/90

TO: Yolanda V. Vorys
FROM: Michael E. Clancey *MEC*
DATE: January 24, 1990
RE: Sherwin-Williams Company/

FACTS

Robert Scott alleges that he sustained an injury while in the course of and arising out of his employment with Sherwin-Williams Company (hereinafter "Sherwin-Williams"). Mr. Scott filed a claim with the Industrial Commission which was allowed for "chemical induced bronchial asthma and coronary insufficiency resulting in aggravation of pre-existing angina". Sherwin-Williams appealed to the Court of Common Pleas. The parties now wish to accomplish a full and final settlement of all of Mr. Scott's industrial claims for the sum of \$40,000.

ISSUE

Whether a claimant, in settling a pending workers' compensation claim, may also release any death claim that may arise in the future?

ANSWER

REDACTED

No.

DISCUSSION

Ohio Rev. Code §4123.80 declares invalid any agreement by an employee to waive his right to compensation. This provision, however, has not been read to prohibit settlement of

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