HEWES & NYE
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AREA CODE 207
TELEPHONE 773-2000
FACSIMILE 871-8630

August 25, 1994

Melanie Adams, Clerk
Twelfth District Court
Division of Somerset
P. O. Box 525
Skowhegan, Maine 04976

REDACTED

RE: **Sherwin Williams vs.**

Dear Ms. Adams:

Enclosed please find Acknowledgment of Receipt of Summons and Complaint, along with Summons, Complaint and check in the amount of $50.00. Kindly file these documents in reference to the above-captioned matter. Thank you for your assistance.

Very truly yours,

Richard Hewes

Richard N. Hewes, Esquire
RNH/asb

Enclosures

cc: Anthony Colangelo

Robie D. Leavitt

leavitt.a24

STATE OF MAINE

SKOWHEGAN, SS.

TWELFTH DISTRICT COURT
DIVISION OF SOMERSET
CIVIL ACTION
DOCKET NO.

SHERWIN WILLIAM COMPANY,

Plaintiff

vs.

REDACTED

Defendant

NOTICE AND ACKNOWLEDGMENT FOR SERVICE BY MAIL PURSUANT TO MAINE RULE OF CIVIL PROCEDURE 4(c)(1)

rec. 8-10-94

TO:

The enclosed Summons and Complaint are served pursuant to Rule 4(c)(1) of the Maine Rules of Civil Procedure. The Complaint is self explanatory. This matter is civil not criminal.

Please complete the acknowledgment at the bottom of this form and return one copy of the completed form in the enclosed postage-paid return envelope so that it will be received by the sender within 20 days of the date of mailing.

You will note that the Summons required that an Answer be filed to this Complaint within 20 days from the date you acknowledge receipt of this notice. Judgment by default might be entered against Mr. Leavitt if an Answer is not filed.

Dated: July 20, 1994

Richard N. Hewes

Richard N. Hewes, Esquire
Attorney for Plaintiff

HEWES & NYE
48 Free Street
Portland, Maine 04101
(207) 773-2000

ACKNOWLEDGMENT OF RECEIPT
OF SUMMONS AND COMPLAINT

I acknowledge that I received a copy of the Summons and Complaint relative to the above-captioned matter, on the date listed below. I understand that, to avoid judgment by default against me, I must file an Answer to this Complaint with Superior Court in Somerset County located in Skowhegan, Maine as required by the Summons.

Date: 8-11-94 Signed

Defendant

acknowlg.lvt

STATE OF MAINE

(Seal of the Court)

DISTRICT COURT
Division of Somerset
Location Skowhegan
Docket No. _____

Sherwin Williams Company Plaintiff

v.

SUMMONS

_____ Defendant

REDACTED

To the Defendant _____
Address: _____ _____
_____

The Plaintiff Sherwin Williams Company has begun a lawsuit against you in the District Court, which holds sessions at Skowhegan in Somerset County. If you wish to oppose this lawsuit, you or your attorney must prepare and serve a written Answer to the attached Complaint within 20 days from the day this Summons was served upon you. You or your attorney must serve your Answer, by delivering a copy of it in person or by mail to the Plaintiff's attorney, or the Plaintiff, whose name and address appear below. You or your attorney must also file the original of your Answer by mailing it to the following address:
Clerk of the District Court, 88 Water Street (Street and Number), Skowhegan (City/Town), ME 04976 (ZIP)
before, or within a reasonable time after, it is served.

IMPORTANT WARNING

IF YOU FAIL TO SERVE AN ANSWER WITHIN THE TIME STATED ABOVE, OF IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU IN YOUR ABSENCE FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR EMPLOYER MAY BE ORDERED TO PAY PART OF YOUR WAGES TO THE PLAINTIFF OR YOUR PERSONAL PROPERTY, INCLUDING BANK ACCOUNTS, AND YOUR REAL ESTATE MAY BE TAKEN TO SATISFY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS LAWSUIT, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you believe the plaintiff is not entitled to all or part of the claim set forth in the Complaint or if you believe you have a claim of your own against the Plaintiff, you should talk to a lawyer. If you feel you cannot afford to pay a fee to a lawyer, you may ask a Clerk of the District Court for information as to places where you may seek legal assistance.

Dated: July 15, 1994

Richard N. Hewes, Esquire
(Attorney for) Plaintiff
HEWES & Nye
Address: 48 Free Street
Portland, Maine 04101
Telephone: 207-773-2000

This Summons is issued by:

Debra E. Nowak
Clerk of the District Court
Division of _____

Served on _____
(Date)

_____
Deputy Sheriff

DCCV-1 (6/92)

0007-SWP-005802991
CONFIDENTIAL

N41626.02

STATE OF MAINE
SKOWHEGAN, SS.

TWELFTH DISTRICT COURT
DIVISION OF SOMERSET
DOCKET NO.

SHERWIN WILLIAMS COMPANY,

Plaintiff

vs.

Defendant

COMPLAINT

REDACTED

NOW COMES Sherwin Williams Company, Plaintiff, and complains against as follows:

1. Sherwin Williams Company is a corporation licensed to do business in the State of Maine;

2. Defendant, is a resident of Skowhegan, County of Somerset, State of Maine;

3. On or about January 29, 1990, sustained a work-related injury in the course of his employment at Sherwin Williams Company;

4. has received workers' compensation benefits reflecting 70% incapacity since January 29, 1990 on account of the injury;

5. average weekly wage was set at $830.91 in the September 25, 1991 Decree issued by the Maine Workers' Compensation Commission;

6. has received $387.75 per week in workers' compensation benefits since August 21, 1990;

7. From August 21, 1990 through October 1, 1991, a period of 58.2857 weeks, received $471.87 per week in long term disability benefits for a total of $27,503.27;

8. From October 2, 1991 through February 29, 1992, a period of 21.428 weeks, received $259.81 per week in long term disability benefits for a total of $5,567.20;

9. From August 21, 1990 through February 29, 1992, received a total of $33,070.48 in long term disability benefits from Sherwin Williams Company;

10. Sherwin Williams Company was self-insured and made these payments to

11. From August 21, 1990 through October 1, 1991, a period of 58.2857 weeks, : received $125.27 per week for a total of $7,301.44 in workers' compensation benefits from Plaintiff's workers' compensation insurance carrier on account of the compensable January 29, 1990 injury;

12. From October 2, 1991 through February 29, 1992, a period of 21.428 weeks, : received $259.81 per week in workers' compensation benefits for a total of $5,567.20 from Plaintiff's workers' compensation insurance carrier;

13. received a total of $12,868.64 in workers' compensation benefits from August 21, 1990 through February 29, 1992;

14. Pursuant to Sherwin Williams Company's long term disability contract, Sherwin Williams Company was entitled to reduce long term disability benefit payments by the amount of workers' compensation benefits received by for any period during which received workers' compensation benefits; (see attached Exhibit A, pages 15 and 16 of "Benefits in Perspective Income If You Are Disabled".)

15. was entitled to receive, and did receive, $33,070.48 from Sherwin Williams Company for long term disability benefits between August 21, 1990 and February 29, 1992. received $12,868.19 in workers' compensation benefits during this period. did not reimburse Sherwin Williams Company for these workers' compensation benefits received while he received long term disability benefits;

16. Sherwin Williams had a right to receive from the amounts that received in workers' compensation benefits;

17. Sherwin Williams Company had a right to possess the workers' compensation benefits that received while he received long term disability benefits;

18. Sherwin Williams Company has demanded possession of the amounts that received in workers' compensation benefits from August 21, 1990 through February 29, 1992. has refused to repay these amounts to Sherwin Williams Company. This has resulted in an overpayment to in the amount of $8,324.17. Sherwin Williams has a right to recoup this overpayment.

REDACTED

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of $8,324.17 plus interest and costs.

Dated at Portland, Maine this 20th day of July, 1994.

Richard N. Hewes

Richard N. Hewes, Esquire
Attorney for Plaintiff

HEWES & NYE
48 Free Street
Portland, Maine 04101
(207) 773-2000

complaint.lvt

EXHIBIT A

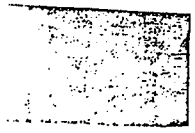
Benefits in Perspective

INCOME IF YOU ARE DISABLED

A Summary Of

The Sherwin-Williams Company
Disability Plans
For Salaried Employees

(and other employees approved for coverage under these plans)



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CONFIDENTIAL

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will mean that a new Benefit Waiting Period will begin upon any subsequent absence due to Disability. For example: if you had been absent for eight (8) weeks and returned for five (5) weeks, a new Benefit Waiting Period would begin if you again were absent as a result of a Disability.

Amount Payable

The Long Term Disability Plan assures you a monthly benefit of 60% (from all sources, see "Coordination Of Benefits" on Page 15) of your monthly Basic Earnings at the time your absence due to a Disability began, up to a maximum benefit of $7,500 per month. If your Basic Earnings increase while you are under a Disability and not in active service, the increase will not be effective for purposes of the benefit calculation under the Long Term Disability Plan.

"Basic Earnings" means your wages for a normal work week of no more than 40 hours. Basic Earnings includes scheduled overtime for eligible store employees, and a three-year average of contractual bonuses for eligible employees in sales, but excludes all other forms of overtime, bonus, incentive pay, or additional compensation. Basic Earnings are increased by the amount of your pre-tax contributions made to other benefit plans.

Coordination of Benefits

Long Term Disability Plan benefits will be reduced by the following other income items payable to you for the same period that Long Term Disability benefits under this Plan are payable:

1. Any periodic cash payments provided as a result of your Disability, including but not limited to:
   (a) Payments under any other group insurance coverage or similar arrangements of coverage for individuals in a group;

See Page 16 also

   (b) Payments by the Federal Social Security Act on your behalf;
   (c) Payments by any state or federal government disability or retirement plan;
   (d) Payments under any pension plan with respect to which the Company contributes or makes payroll deductions;
   (e) Payments under any state or federal workers' compensation laws or similar laws.
2. Lump Sum Payment under any state or federal workers' compensation laws or similar laws which is made solely for loss of income due to your disability, including any amounts paid to you in conjunction with any compromise or release of a claim under such laws.
3. Payments of any Federal Old Age Benefits provided under the Federal Social Security Act on your own behalf.
4. However, if the sum of
   (a) Your Long Term Disability benefits as adjusted above, and
   (b) All the other income items payable for the same monthly period as listed above, and
   (c) Any payments made under the Federal Social Security Act to your dependents for the same monthly period on account of your Disability, and
   (d) Any payments of any Federal Old Age Benefits provided under the Federal Social Security Act which are payable to your spouse, under your account, for the same monthly period

exceeds 70% of your Basic Earnings your benefit will be further reduced so that the sum of the benefits payable under item 4(a) and the amounts payable under items 4(b), 4(c) and 4(d) above equals no more than 70% of your Basic Earnings.

Tony, the letter referred to in this bill is not in here. Check can be released.

7-18

Marcia please release check

M

dgc

Returning this to you per our conversation.

This is a name claim.

Should I mail CK. out?

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

SHERWIN WILLIAMS

The Sherwin - Williams Company
101 Prospect Avenue, N.W.
Cleveland, Ohio 44115

WORKERS COMPENSATION ACCOUNT 007670 6-12 / 410

NATIONAL CITY BANK
CLEVELAND, OHIO

Date	Number
06/01/94	00007670

VOID AFTER 90 DAYS

Amount
*****$394.92*

Pay *THREE HUNDRED NINETY FOUR & 92/100

To HEWES & NYE
48 FREE STREET
PORTLAND ME 04101

COPY NOT NEGOTIABLE

3500386 01-0477143

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

PAYEE: THIS IS YOUR RECORD OF CLAIM PAYMENT. PLEASE DETACH AND SAVE.

CLAIM NUMBER	PAYMENT FOR	FOR THE PERIOD FROM	THRU	AMOUNT	CODE
90-/0129RL		12/28/93	12/28/93	394.92	O 20

REDACTED

ADMINISTRATOR: DETACH THIS CLAIM FILE SUMMARY BEFORE FORWARDING TO PAYEE.

ACCIDENT DATE LOCATION CODE		MEDICAL	COMPENSATION	EXPENSE	RECOVERY	NET CLAIM
	CLAIM RESERVE					
	TOTAL PAID TO DATE					
	OUTSTANDING RESERVE					