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March 24th, 1982

Mr. Steve Borgstrom
Workmen's Compensation
Service Company
55 W. 22nd Street
Suite #109
Lombard, Illinois 60148

RE:

Sherwin Williams Co.
I.C.# 82 OD 0034
File # A-0422
D/E: 1-30-81

REDACTED

Dear Steve:

I had a meeting with Attorney Frank Wiedner at the Illinois Industrial Commission on March 23, 1982.

M will be 64 years old in September of 1982 and is presently either on Social Security Disability or early Social Security Retirement and Mr. Wiedner believes it is the latter.

We once again explored Mr. Wiedner's theory of the three exposures to asbestos in our plant and also the course of care which apparently began with Dr. Robert Craven, when the petitioner continually complained to him of pain under his right arm and Dr. Craven treated it as though it were an arthritis problem. However, the pain became so intense and presistant that eventually, Dr. Craven hospitalized the petitioner at Little Company of Mary Hospital on November 19, 1981 and the diagnosis was almost immediately mesothelioma. He then had surgery with Dr. Robert Yario, Vascular and Thoracic surgeon and is treating with Dr. John Baron an Oncologist.

The petitioner is scheduled to began chemotherapy next week, I believe at Little Company of Mary Hospital.

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REDACTED

RE: Sherwin Williams Co.

Since we would obviously like to close this case out completely, it leaves the problem of future medical care.

Mr. [redacted] will begin chemotherapy next week and at that time we will have some idea of the cost of chemotherapy. An additional complication is that Provident Washington has indicated to the petitioner and his wife that they will not pay for the chemotherapy since it will be done on an out-patient basis and he will not be covered by group for that care. It becomes extremely difficult for either us or Mr. Anglo's attorney to determine how much expense will be involved in the chemotherapy since his life expectancy is a wide range of 3 months to 3 years.

I believe if we can iron out that last detail, we can make a settlement for \$50,000.00 plus \$6,000.00 reimbursement to the Anglo's for the bills that they have paid plus direct pay of \$2,000.00 on the medical bills. However, we must stratagize what to do with the future medical.

I did not discuss specifically what we would do with future medical with Attorney Wiedner because I wanted the opportunity to discuss this with yourselves and Sherwin Williams Company before we made any decisions. The only two thoughts I have for treating this at present are to get him a hold harmless for future medicals that are not paid by group since we are not admitting liability or to keep his medical open for the balance of his life, which of course, is uncertain as to whether it will be 3 months or 3 years.

Once you have had the opportunity to review my letter, please contact me and advise me what strategy you would like to take on the medical on this case.

Of course, it is in our best interest to resolve this matter as quickly as possible prior to M [redacted]'s death when the emotions may run high and the widow may seek the death benefit which could result in a much greater exposure to us. On the humanitarian basis, it would probably also give the petitioner some peace of mind before he dies to know that his widow will be somewhat taken care of in this situation.

