



The Sherwin-Williams Company
101 Prospect Avenue, N.W.
Cleveland, Ohio 44115-1075

April 8, 1985

Aetna Casualty & Surety Co.
P.O. Box 4963
Syracuse, NY 13221
Attn: Joe Kohl
Claims Supervisor

REDACTED

Re: New Primex
Realty Assoc. vs. Sherwin-Williams Co.
Date of Loss: 11-8-78
Claim No. H-52-CC-4187219-RG

Dear Mr. Kohl:

This will confirm our telephone conversation of March 21, 1985 regarding the settlement of the above captioned claim.

Please be advised that our portion of payment on the settlement, \$75,000, is being made by us in order to expedite settlement. We feel that we have been prejudiced in this case since we were not properly advised that the subject lawsuit would not be covered under the Employer's Liability Section of our Interstate Workers' Compensation Policy. Thus, we were not given the opportunity of obtaining legal counsel to defend ourselves or Lloyd's, our primary liability insurer. Our position is based on a letter we received from Kevin Reilly of the law firm of Mackenzie, Smith, Lewis, Mitchell & Hughes, dated August 26, 1982 in which Mr. Reilly stated . . .

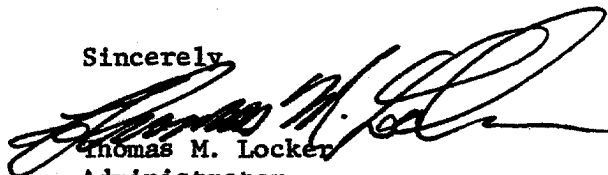
" . . . this law firm has been retained by the Aetna Life and Casualty Company and its attorney's to represent the Sherwin-Williams Company on the third party action brought against it in the above captioned litigation."

The above captioned litigation referred to was the case.

REDACTED

It was not until a letter of February 21, 1985 that Mr. Reilly advised us to place Lloyd's on notice. A copy of that letter is also enclosed for your review. Based on these and other facts we feel that the Aetna Casualty and Surety Company is fully responsible for any liability The Sherwin-Williams Company has incurred on claim. Therefore, we anticipate receiving a draft for \$75,000 reimbursing us for our portion of the settlement of this claim.

Sincerely



Thomas M. Locker
Administrator
Workers' Compensation

TML:pw

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