

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

**BEFORE THE COURT-APPOINTED REFEREE
IN RE THE LIQUIDATION OF THE HOME INSURANCE COMPANY
DISPUTED CLAIMS DOCKET**

In Re Liquidator Number: 2009-HICIL-47

Proof of Claim Number: CLMN377962-01

Claimant Name: Robert H. Hines

EXHIBITS TO LIQUIDATOR'S SECTION 15 SUBMISSION

- A. Proof of Claim Number CLMN377962
- B. Employee's Claim Petition dated 2/3/97
- C. Employee's Amended Claim Petition dated 9/12/01
- D. Answer to Employee's Amended Claim Petition dated 9/13/01
- E. Stipulation for Settlement dated 1/17/08
- F. Letter dated 2/13/09
- G. Notice of Determination dated 1/12/10
- H. Objection to Notice of Determination dated 3/8/10

PROOF OF CLAIM

The Home Insurance Company,

Merrimack County Superior Court, State of New Hampshire 03-E-0106

Read Carefully Before Completing This Form

Please print or type

FOR LIQUIDATOR'S USE ONLY

RECEIVED

DATE PRO
CLAIM RECEIVED

JUN 07 2004

HICIL

POC #: CLm377962

Hines, Robert H.
1831 Brookdale Court
Brooklyn Park MN 55444-2468

The Deadline for Filing this Form is June 13, 2004.

You should file this Proof of Claim form if you have an actual or potential claim against The Home Insurance Company of any of its former subsidiaries* ("The Home") even if the amount of the claim is presently uncertain. To have your claim considered by the Liquidator, this Proof of Claim must be postmarked no later than June 13, 2004. Failure to timely return this completed form will likely result in the DENIAL OF YOUR CLAIM. You are advised to retain a copy of this completed form for your records.

- 1. Claimant's Name: Robert H. Hines
2. Claimant's Address: 1831 Brookdale Court Brooklyn Park, MN 55444
3. Claimant's Telephone Number: (763) 566-0911
4. Claimant's Social Security Number, Tax ID Number or Employer ID Number: [Redacted]
5. Claim is submitted by (check one):
a) Policyholder or former policyholder
b) Third Party Claimant making a claim against a person insured by The Home
c) Employee or former employee
d) Broker or Agent
e) General Creditor, Reinsurer, or Reinsured
f) State or Local Government Entity
g) Other; describe: CLAIMANT

If your name, address, e-mail address, or telephone number set forth above are incorrect, or if they change, you must notify the Liquidator so she can advise you of new information.

Describe in detail the nature of your claim. You may attach a separate page if desired. Attach relevant documentation in support of your claim, such as copies of outstanding invoices, contracts, or other supporting documentation.

While working for the City of Brooklyn Park as a Building Inspector I was exposed to asbestos, have had numerous health issues because of the lack of oxygen to my body such as heart failure, some brain damage, hearing & seeing problems, sexual problems etc. you already have medical records. Indicate the total dollar amount of your claim. If the amount of your claim is unknown, write the word "unknown", BUT BE SURE TO ATTACH SUFFICIENT DOCUMENTATION TO ALLOW FOR DETERMINATION OF THE CLAIM AMOUNT. \$300,000 -> UNKNOWN YOU HAVE RECORDS ALREADY (if amount is unknown, write the word "unknown").

7. If you have any security backing up your claim, describe the nature and amount of such security. Attach relevant documentation.

I DON'T KNOW WHAT SECURITY YOU WOULD WANT - I NEED FINANCIAL SECURITY - YOU HAVE RECORDS FOR WORKING COMP CLAIM

8. If The Home has made any payments towards the amount of the claim, describe the amount of such payments and the dates paid:

you have the records they sent me to doctors, had tests - I have asbestos, I AM disabled, your company admits that but because 2 insurance companies are involved, it

9. Is there any setoff, counterclaim, or other defense which should be deducted by The Home from your claim? YES RECORDS WHEN IT HAPPENED

10. Do you claim a priority for your claim? If so, why: I AM being tormented with my diabetes, mental & physical, had to replace my heart aorta AND I HEAR MY HEART BEAT 24 HRS A DAY, I AM SAD, MAD, AND HEAVY EIGHT VALVE

11. Print the name, address and telephone number of the person who has completed this form. Name: Robert H. Hines Address: 1831 Brookdale Court Brooklyn Park, MN 55444 Phone Number: (763) 566-0911

* The Home Indemnity Company, The Home Insurance Company of Indiana, City Insurance Company, Home Lloyds Insurance Company of Texas, The Home Insurance Company of Illinois, and The Home Insurance Company of Wisconsin.

12. If represented by legal counsel, please supply the following information:
- a. Name of attorney: STEVEN HAWK
 - b. Name of law firm: LAW OFFICES OF STEVEN D. HAWK
 - c. Address of law firm: Brooks Building Suite 300
366 Jackson Street, St Paul MN 55101
 - d. Attorney's telephone: 651 223-4146
 - e. Attorney's fax number: 651 223-8279
 - f. Attorney's email address: _____

13. If using a judgment against The Home as the basis for this claim:
- a. Amount of judgment UNKNOWN
 - b. Date of judgment _____
 - c. Name of case _____
 - d. Name and location of court _____
 - e. Court docket or index number (if any) _____

14. If you are completing this Proof of Claim as a Third Party Claimant against an insured of The Home, you must conditionally release your claim against the insured by signing the following, as required by N.H. Rev. Stat. Ann. § 402-C:40 I:

I, _____ (insert claimant's name), in consideration of the right to bring a claim against The Home, on behalf of myself, my officers, directors, employees, successors, heirs, assigns, administrators, executors, and personal representatives hereby release and discharge _____ (insert name of defendant(s) insured by The Home), and his/her/its officers, directors, employees, successors, heirs, assigns, administrators, executors, and personal representatives, from liability on the cause(es) of action that forms the basis for my claim against The Home in the amount of the limit of the applicable policy provided by The Home; provided, however, that this release shall be void if the insurance coverage provided by The Home is avoided by the Liquidator.

Claimant's signature

Date

15. All claimants must complete the following:

I, Robert H. Hines (insert individual claimant's name or name of person completing this form for a legal entity) subscribe and affirm as true, under the penalty of perjury as follows: that I have read the foregoing proof of claim and know the contents thereof, that this claim in the amount of UNKNOWN dollars (\$ _____) against The Home is justly owed, except as stated in item 9 above, and that the matters set forth in this Proof of Claim are true to the best of my knowledge and belief. I also certify that no part of this claim has been sold or assigned to a third party.

Claimant's signature

3-13-04
Date

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

16. Send this completed Proof of Claim Form, postmarked by June 13, 2004, to:

The Home Insurance Company in Liquidation
P.O. Box 1720
Manchester, New Hampshire 03105-1720

You should complete and send this form if you believe you have an actual or potential claim against The Home even if the amount of the claim is presently uncertain.


PLACE STAMP OR POSTAGE ON THE FRONT OF THE ENVELOPE
CERTIFIED MAIL PERMIT NO. 1000 NEW YORK, NY

CERTIFIED MAIL



7003 2260 0004 2260 0633

U.S. POSTAGE
PAID
BROOKLYN PARK, NY
55443
JUN 04 '04
AMOUNT
\$279
0005-0038-20



0000

*THE HOME INSURANCE
COMPANY IN LIQUIDATION*

*PO BOX 100
MANHATTAN, NY 10019
212-697-1000*



**Sieben Polk
LaVerdiere
Jones & Hawn**
PROFESSIONAL ASSOCIATION

February 3, 1997

**Gattler Plaza Box 45
175 East 5th Street,
Suite 550
St. Paul, MN
55101-2901
(612) 222-4146
FAX (612) 223-8279**

- ★☆☆Michael R. Sieben
- ★☆☆Michael S. Polk
- ★☆☆Harvey N. Jones
- ★☆☆Richard A. LaVerdiere
- Steven D. Hawn
- Thomas R. Longfellow
- ☆☆Bernie M. Dusich
- Michael R. Strom
- John P. Sieben
- Scott J. Hertogs
- Peter H. Berge
- Brian T. Mak

**TO: ALL PARTIES
(SEE ATTACHED MASTER SERVICE LIST)**

**RE: Robert H. Hines vs. City of Brooklyn Park, et al.
File No.: [REDACTED]**

Dear Sir or Madam:

Enclosed and hereby served upon you by mail in regard to the above-referenced matter. please find the Employee's Claim Petition together with List of Known Witnesses.

Very truly yours,

FOR THE FIRM

Steven D. Hawn
Steven D. Hawn

SDH:dt
Enclosures

cc: Robert H. Hines

**MILWAUKEE
FEB 5 1997
CLAIM DEPT.**

★Also admitted in Wisconsin
☆☆Certified as civil trial
specialists by the National
Board of Trial Advocacy
and the Minnesota State
Bar Association

HASTINGS OFFICE:

999 Westview Drive
Hastings, MN 55033-2495
(612) 437-3148
FAX (612) 437-2732

STATE OF MINNESOTA
DEPARTMENT OF LABOR AND INDUSTRY
WORKERS' COMPENSATION DIVISION
443 LAFAYETTE ROAD
SAINT PAUL, MN 55155

Social Security Number: [REDACTED]
Date of Injury: 10/26/94

EMPLOYEE'S CLAIM PETITION

Robert H. Hines,

Employee,

vs.

City of Brooklyn Park
(1977-present),

Employers,

and

1. Berkley Administrators
(8/14/85-present)
2. 13609
(7/14/85-8/14/85)
3. Home Insurance Company
(7/14/76-7/14/85),

Insurers,

and

Group Health/HealthPartners,

Intervenor.

TO THE WORKERS' COMPENSATION DIVISION, DEPARTMENT OF LABOR AND INDUSTRY

The Employee above-named, for his petition, alleges the following facts.

1. That his address is 1831 Brookdale Court, Brooklyn Park, MN 55444.
2. That the address of the employer is See Affidavit of Service.
3. That on the date or dates indicated above he sustained a personal injury or occupational disease.
4. That on said date he was in the employ of the above employer.
5. That his weekly wage at the time of said alleged injury or disease was unknown.
6. That said injury or disease arose out of and in the course of said employment.
7. That the nature of said injury was as follows: asbestos-related pleural disease.
8. That said employer had knowledge or due notice of the occurrence of the injury or disease alleged in paragraph 3.
9. That on said date the employer was insured against compensation liability by the insurers as indicated above.
10. That said employer and insurer are liable for the following compensation, rehabilitation and medical benefits.

DISABILITY

- a. Temporary Total not applicable
- b. Temporary Total not applicable
- c. Permanent Total not applicable
- d. Permanent Partial 50% of the body as a whole due to lung condition

INSTRUCTIONS

1. Failure to properly and fully fill out claim petition in accordance with the Workers' Compensation Division Rules of Practice and with appropriate documentation, is not considered proper filing under Minnesota Statutes 176.291 and 176.305.
2. The claim must be presented in terms of the Minnesota Workers' Compensation Act.
3. If you have more defendant or more injuries than can be listed on the claim petition, it may be modified accordingly.
4. A doctor's report supporting the claim **MUST** be filed with the Claim Petition.
5. If additional space is required to list all medical benefits claimed, or to list the names, addresses, etc., of third parties making payment of medical expenses or disability benefits, or there are other issues you wish to include on the petition, attach a separate sheet containing such information to each copy of the petition.
6. If no third party has made payment of any disability, rehabilitation or medical benefits, enter the word "NONE" in the blank provided for the name and address.
7. The petitioner must serve a copy of the petition on **each** adverse party (employer(s), insurer(s), the Special Compensation Fund, if applicable and any third party intervenor named in item #11) by first class mail or personally.

MASTER SERVICE LIST
 for
 ROBERT H. HINES
 FILE NUMBER: [REDACTED]

EMPLOYERS	INSURERS	COUNSEL
City of Brooklyn Park 5200 - 85th Avenue North Brooklyn Park, MN 55444 (1977-present)	Berkley Administrators 8441 Wayzata Boulevard Suite 200 Minneapolis, MN 55459 (8/14/85-present)	
	Home Indemnity Company c/o Risk Enterprise Management 20935 Swenson Drive Suite 300, P.O. Box 1618 Waukesha, WI 53187-1618 (7/14/85-8/14/85)	DOF 8/11/85
	Home Insurance Company c/o Risk Enterprise Management 20935 Swenson Drive Suite 300, P.O. Box 1618 Waukesha, WI 53187-1618 (7/14/76-7/14/85)	
<u>POTENTIAL INTERVENOR:</u> Group Health/HealthPartners 8100 - 34th Avenue South P.O. Box 1309 Minneapolis, MN 55440-1289		

*new asbestos
 assignment 253*

LIST OF KNOWN WITNESSES

1. Robert H. Hines
1831 Brookdale Court
Brooklyn Park, MN 55444

2. Dr. Charles Dashe/Dr. James K. Mickman
Group Health/HealthPartners
2220 Riverside Avenue South
Minneapolis, MN 55454

3. Reserve 3-5 co-workers and/or
representatives of the employer



**Sieben Polk
LaVerdiere
Jones & Haw**
PROFESSIONAL ASSOCIATION

September 12, 2001

Galtier Plaza Box 45
175 East 5th Street,
Suite 550
St. Paul, MN
55101-2901
(651) 222-4146
FAX (651) 223-8279

- ◆★☆Michael R. Sieben
- ◆★☆Michael S. Polk
- ★Harvey N. Jones
- ★☆Richard A. LaVerdiere
- ◆Steven D. Hawn
- ☆Bernie M. Dusich
- ◆Thomas R. Longfellow
- Michael R. Strom
- John P. Sieben
- Scott J. Hertogs
- Brian T. Mak
- Lynn A. O'Leary
- Tracy M. Borash

★Also admitted in Wisconsin
☆Certified as civil trial
specialists by the National
Board of Trial Advocacy
and the Minnesota State
Bar Association

◆ Selected by their peers as



HASTINGS OFFICE:

999 Westview Drive
Hastings, MN 55033-2495
(651) 437-3148
FAX (651) 437-2732

State of Minnesota
Attention: Docket
Office of Administrative Hearings
Workers' Compensation Section
100 Washington Square, Suite 1700
Minneapolis, MN 55401-2138



RE: Robert H. Hines vs. City of Brooklyn Park, et al.
File No.: [REDACTED]
Date of Injury: 10/26/94

Dear Sir or Madam:

Enclosed herewith for filing please find Employee's Amended Claim Petition and List of Known Witnesses in regard to the above-referenced matter.

By copy of this letter, we are hereby serving same upon all interested parties herein.

Thank you for your anticipated cooperation and courtesies.

Very truly yours,

FOR THE FIRM

Steven D. Hawn

SDH:dt
Enclosures

cc: See Attached Master Service List
Robert H. Hines

Milwaukee
SEP 17 2001
Claim Dept.

MASTER SERVICE LIST
for
Robert H. Hines
FILE NUMBER: [REDACTED]
September 12, 2001

EMPLOYERS	INSURERS	COUNSEL
City of Brooklyn Park 5200 - 85th Avenue North Brooklyn Park, MN 55444 (1977-present)	Berkley Administrators P.O. Box 59143 Minneapolis, MN 55459-0143 (8/14/85-present)	Mr. Thomas M. Peterson Attorney at Law 145 University Avenue West St. Paul, MN 55103-2044
	Home Insurance Co./REM 20935 Swenson Drive, Suite 300 P.O. Box 1618 Waukesha, WI 53187-1618 (7/14/76-8/14/85)	Mr. Howard Y. Held Attorney at Law 100 Washington Square, Suite 648 100 Washington Avenue South Minneapolis, MN 55401-3173
Special Compensation Fund 443 Lafayette Road St. Paul, MN 55155		
<u>POTENTIAL INTERVENOR</u> Group Health/HealthPartners 8100 - 34th Avenue South P.O. Box 1309 Minneapolis, MN 55440		Mr. Christopher A. Seipel Subrogation Coordinator HealthPartners 8100 - 34th Avenue South P.O. Box 1309 Minneapolis, MN 55440

STATE OF MINNESOTA
DEPARTMENT OF LABOR AND INDUSTRY
WORKERS' COMPENSATION DIVISION
443 LAFAYETTE ROAD
SAINT PAUL, MN 55155

Social Security Number: [REDACTED]
Date of Injury: 10/26/94

EMPLOYEE'S AMENDED CLAIM PETITION

Robert H. Hines, Employee,

vs.

City of Brooklyn Park Employer,
(1977-present),

and

1. Berkley Administrators Insurers,
(8/14/85-present)
2. Home Insurance Co.
(7/14/76-8/14/85),

and

Group Health/HealthPartners, Intervenor,

and

The Special Compensation Fund.

TO THE WORKERS' COMPENSATION DIVISION, DEPARTMENT OF LABOR AND INDUSTRY

The Employee above-named, for his petition, alleges the following facts.

1. That his address is **1831 Brookdale Court, Brooklyn Park, MN 55444.**
2. That the address of the employer is **See Affidavit of Service.**
3. That on the date or dates indicated above he sustained a personal injury or occupational disease.
4. That on said date he was in the employ of the above employer.
5. That his weekly wage at the time of said alleged injury or disease was **unknown.**
6. That said injury or disease arose out of and in the course of said employment.
7. That the nature of said injury was as follows: **asbestosis and/asbestos-related pleural disease.**
8. That said employer had knowledge or due notice of the occurrence of the injury or disease alleged in paragraph 3.
9. That on said date the employer was insured against compensation liability by the insurers as indicated above.
10. That said employer and insurer are liable for the following compensation, rehabilitation and medical benefits.

DISABILITY

- a. Temporary Total **not applicable**
- b. Temporary Total **not applicable**
- c. Permanent Total 11/7/00 to present and continuing.
- d. Permanent Partial **50% of the body as a whole due to lung condition**
The Special Compensation Fund has liability for supplementary benefits.

MEDICAL BENEFITS

	Doctor	Hospital	Other	Amount
e.				\$*
f.				\$*
g.				\$*
h.				\$*

REHABILITATION BENEFITS

i. Describe: not in issue

11. That the NAME and ADDRESS of any third party who has paid disability or medical benefits or income maintenance (i.e. Unemployment, Welfare, etc.) related to the claim and amount of the claim is Group Health/HealthPartners, 8100 - 34th Avenue South, P.O. Box 1309, Minneapolis, MN 55440-1289 and the relevant CLAIM NUMBER or POLICY NUMBER is not applicable.

WHEREFORE, Employee petitions for an award against said Employer and Insurer for such compensation and benefits as are in such cases provided for by the Workers' Compensation Act.

Robert A. Hines

 Employee

Steven D. Hawn

 Steven D. Hawn
 Attorney for Employee
 Attorney ID #42705
 Galtier Plaza, Box 45
 175 East Fifth Street, Suite 550
 St. Paul, MN 55101
 (651) 222-4146

TRIAL DATA:

Request is made for a settlement conference: Yes

Request place of: Pretrial/Minneapolis Trial/Minneapolis

Number of Witnesses: 5 - 7

An Affidavit of Significant Financial Hardship is attached: NO

STATE OF MINNESOTA)
) ss.
 COUNTY OF RAMSEY)

AFFIDAVIT OF SERVICE

I, Debbie Tuquilar, being first duly sworn, depose and state that on September 12, 2001, I served a true and correct copy of this document, enclosed in a properly addressed envelope, by depositing the same, with postage prepaid, in the United States mail at Saint Paul, Minnesota, address as follows:

NAMES AND ADDRESSES

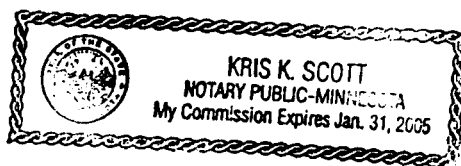
See Attached Master Service List

Subscribed and sworn to before me this
12th day of Sept, 2001.

Debbie Tuquilar

Kris K. Scott

 Notary Public



LIST OF KNOWN WITNESSES

1. Robert H. Hines
1831 Brookdale Court
Brooklyn Park, MN 55444

2. Dr. Charles Dashe/Dr. James K. Mickman
Group Health/HealthPartners
2220 Riverside Avenue South
Minneapolis, MN 55454

3. Dr. Joan Fox
Park Nicollet Medical Center
3800 Park Nicollet Blvd.
Minneapolis, MN 55416'

4. David W. Bonham, M.D.
Pulmonary and Critical Care Associates, P.A.
255 North Smith Avenue
Suite 201
St. Paul, MN 55102

5. Reserve 3-5 co-workers and/or
representatives of the employer

FITCH, JOHNSON, LARSON, WALSH & HELD, P.A.

INCLUDES THE FORMER FIRM OF CASTOR, KLUKAS, LOGREN & PADGETT, CHARTERED

RAYMOND W. FITCH
(1931-1999)
VICTOR C. JOHNSON
DAVID N. LARSON*
DIANNE E. WALSH*
ARLEN R. LOGREN
HOWARD Y. HELD*
KRISTIN M. CAJACOB
MARK J. FREEMAN*
MICHAEL D. CARR*
MARK J. PADGETT*
DAVID O. NIRENSTEIN
STEVEN E. SULLIVAN

*ALSO ADMITTED IN WISCONSIN
*ALSO ADMITTED IN SOUTH DAKOTA

ATTORNEYS AT LAW
100 WASHINGTON SQUARE, SUITE 648
100 WASHINGTON AVENUE SOUTH
MINNEAPOLIS, MINNESOTA 55401-2138

TELEPHONE: (612) 332-1023
FACSIMILE: (612) 332-3173

September 13, 2001

OF COUNSEL
JOHN E. CASTOR
JEROME R. KLUKAS

OFFICE MANAGER
ARLENE A. VASQUEZ

PARALEGAL
MELISSA M. HARTER
DUSTIN D. ANDERSON

Office of Administrative Hearings
Workers' Compensation Section
100 Washington Square, Suite 1700
Minneapolis, MN 55401-2138

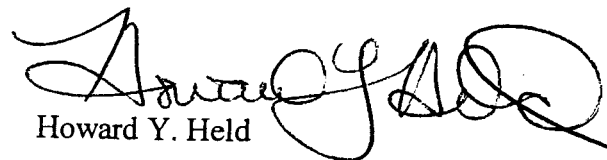
Re: Robert Hines v. City of Brooklyn Park
SSN: [REDACTED]
DOI: 7/1/84 & 8/1/85
Our File #11037

Dear Sir or Madam:

Regarding the above-entitled action you will recall the undersigned is the attorney representing the interests of City of Brooklyn Park and Home Insurance/Risk Enterprises Management. Enclosed for filing, you will find the following:

1. Answer to Employee's Amended Claim Petition.
2. Affidavit of Service of the Answer on all parties. Service is being effectuated by carbon copy of this letter and through U.S. Mail.

Very truly yours,


Howard Y. Held

HYH:rjg

Enc.

cc: Attorney Steven Hawn
Attorney Thomas M. Peterson
Attorney David M. Jaffe
HealthPartners
City of Brooklyn Park
Special Compensation Fund
REM/Mary Bennett/#s 341-C-146764-253 & 341-C-146879-253

RECEIVED
SEP 14 2001
R.E.M.
MINNEAPOLIS, MN

STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARINGS
WORKERS' COMPENSATION SECTION
100 WASHINGTON SQUARE, SUITE 1700
MINNEAPOLIS, MN 55401

File No. [REDACTED]
DOI: 10/26/94

ANSWER TO EMPLOYEE'S AMENDED CLAIM PETITION

Robert H. Hines,

Employee,

vs.

City of Brooklyn Park

Employer,

and

- 1) Self-Insured/Berkley Administrators,
- 2) Home Insurance/Risk Enterprise Management,

Insurers,

and

Fortis Benefits,
Group Health Plan, Inc.,

Intervenors.

TO: DEPARTMENT OF LABOR & INDUSTRY,
WORKERS' COMPENSATION DIVISION

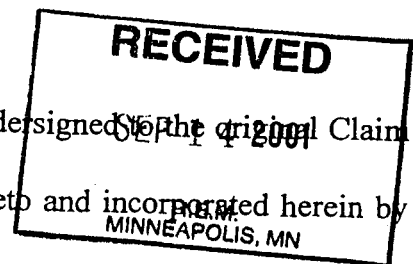
COME NOW the **City of Brooklyn Park and Home Insurance/Risk Enterprises Management**, and for their Answer to Employee's Amended Claim Petition, do hereby state and allege as follows:

I.

Deny generally each and every allegation, matter, and thing in said petition contained, except as hereinafter admitted, qualified, or otherwise answered.

II.

Incorporate by reference the Answer interposed by the undersigned to the original Claim Petition filed on or about February 17, 1997. Copy attached hereto and incorporated herein by reference.



III.

Specifically deny that the Employee is or has been permanently and totally disabled. Allege that he's fully capable of work activity, has voluntarily withdrawn from the labor market and engaged in no suitable job search. Reserve other defenses.

IV.

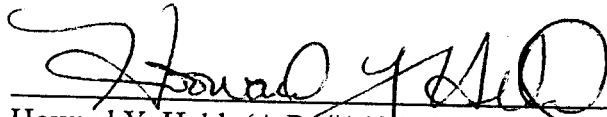
Employer and Insurer reserve the right to have the Employee examined for purposes of an independent vocational evaluation with L. David Russell, QRC, on October 8, 2001, at 1:00 p.m. Mr. Russell's office is located at 555 Executive Suites of Minnesota, 7600 France Avenue South, Edina, MN 55435.

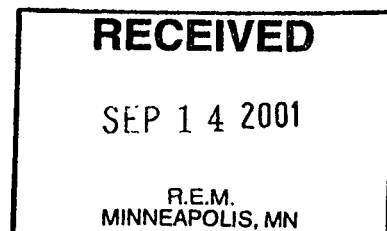
V.

Employer and Insurer ask for pretrial and trial in Minneapolis; reserve witnesses listed in the original Answer to Employee's Claim Petition, and also: L. David Russell, QRC, P. O. Box 24597, Minneapolis, MN 55424.

WHEREFORE, the above-named employer and insurer ask for an Order of this court dismissing the Employee's pretended, Amended Claim Petition.

Dated: 9/13/01


Howard Y. Held, (A.R. #149576)
FITCH, JOHNSON, LARSON, WALSH & HELD
Attorneys for Employer/Insurer
100 Washington Square, Suite 648
Minneapolis, MN 55401-2138



STATE OF MINNESOTA
DEPARTMENT OF LABOR AND INDUSTRY
WORKERS' COMPENSATION DIVISION
443 LAFAYETTE ROAD
ST. PAUL, MN 55155

File No. [REDACTED]

=====

Robert H. Hines,

Employee,

vs.

City of Brooklyn Park
(1977-present),

Employer,

and

1. Berkley Administrators,
(8/14/95-present)
2. 13609,
(7/14/85-8/14/85)
3. Home Insurance Company,
(7/14/86-7/14/85)

Insurers,

and

Group Health/HealthPartners,

Intervenor.

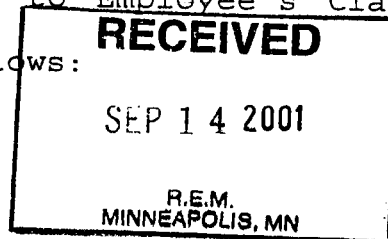
=====

SEPARATE ANSWER
TO EMPLOYEE'S CLAIM PETITION

=====

TO: DEPARTMENT OF LABOR & INDUSTRY,
WORKERS' COMPENSATION DIVISION

COME NOW the above-named employer and insurer, City of Brooklyn Park and Home Insurance Company/Risk Enterprises Management, and for their Separate Answer to Employee's Claim Petition, do hereby state and allege as follows:



I.

Deny generally each and every allegation, matter, and thing in said petition contained, except as hereinafter admitted, qualified, or otherwise answered.

II.

Admit the allegations contained in paragraphs 1 and 2 of the Employee's Claim Petition.

III.

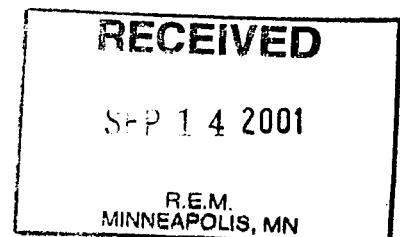
Deny information sufficient to form a belief as to the allegations contained in paragraphs 3 through 11 of the Employee's Claim Petition and put him to his proof thereof. Please note: If Home Insurance Company presently, administered by Risk Enterprises Management, did have coverage for the Employer that it would be continuous between July 14, 1976 and August 14, 1985 there would be no break in coverage as identified on the Claim Petition. Coverage has not been verified as of this time, however, deny two separate insurers or periods of coverage.

IV.

Specifically allege any and all Statutes of Limitations and/or Statutes of Repose in regard to the employee's claims.

V.

Specifically deny that the employee gave this employer and its insurer appropriate notice under the Minnesota Workers' Compensation Act and ask that the employee's claim be dismissed as to them.



VI.

Specifically deny that the employee was exposed to asbestos of any kind during the coverage of City of Brooklyn Park by Home Insurance Company, administered by Risk Enterprise Management and further deny that any claimed exposure was the last substantial contributing exposure.

VII.

Specifically deny that the employee has filed appropriate medical reports, as required by statute, and request the Employee's Claim Petition be dismissed as to this separately answering employer and insurer.

VIII.

Specifically allege that no medical report was filed specifically indicating the claimed 50% permanent partial disability of the body, as required by statute.

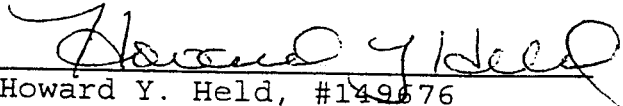
WHEREFORE, this separately answering employer and insurer ask an Order of the Workers' Compensation Division dismissing the Claim Petition as to them.

FITCH, JOHNSON, LARSON, WALSH
& HELD, P.A.

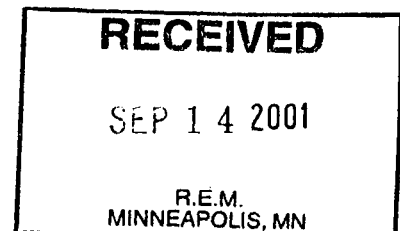
Dated:

2/17/97

By


Howard Y. Held, #149876
Attorneys for City of Brooklyn
Park and REM
100 Washington Square
Suite 648
Minneapolis, MN 55401-2138
(612) 332-1023

3



CF-20

11037 Hines

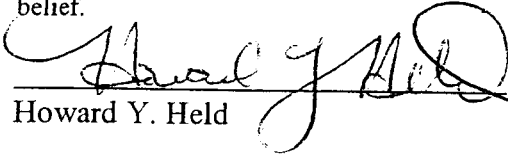
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STATE OF MINNESOTA)

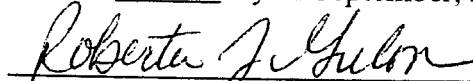
)ss

COUNTY OF HENNEPIN)

Howard Y. Held, being duly sworn upon oath, deposes and says that he is the attorney for the employer and insurer named in the foregoing Answer to Employee' Amended Claim Petition; that he has read aforesaid documents and knows its contents, and that the same is true of his own knowledge, except as to matters therein stated on information and belief, and as to them he believes it to be true of his knowledge, information and belief.


Howard Y. Held

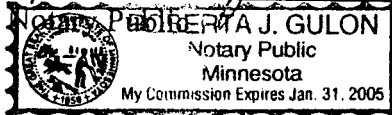
Subscribed and sworn to before me this 13 day of September, 2001.



STATE OF MINNESOTA)

)ss

COUNTY OF HENNEPIN)



Roberta J. Gulon, being first duly sworn, says that on the 13 day of September, 2001, she deposited a true and correct copy of the original above mentioned in the United States mail in the City of Minneapolis, State of Minnesota, postage prepaid, duly enveloped and stamped, addressed to:

Attorney Steven D. Hawn
175 East Fifth Street
St. Paul, MN 55101-2901

City of Brooklyn Park
5200 - 85th Avenue North
Brooklyn Park, MN 55444

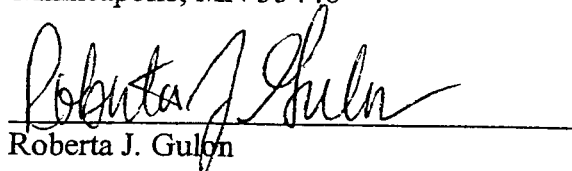
Attorney Thomas M. Peterson
145 University Avenue West
St. Paul, MN 55103

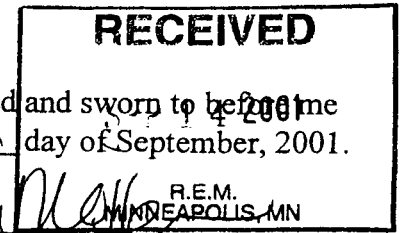
Special Compensation Fund
443 Lafayette Road North
St. Paul, MN 55155

Attorney David M. Jaffe
Leonard, Street & Deinard, P.A.
150 So. Fifth Street, #2300
Minneapolis, MN 55402

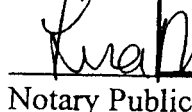
Mary Bennett
Risk Enterprise Management, Ltd.
P.O. Box 39827
Minneapolis, MN 55439-0954

Christopher A. Seipel
HealthPartners
PO. Box 1309
Minneapolis, MN 55440


Roberta J. Gulon



Subscribed and sworn to before me this 13th day of September, 2001.


Notary Public



STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARINGS
WORKERS' COMPENSATION SECTION
P.O. BOX 64620
ST. PAUL, MN 55164-0620

File No. [REDACTED]
Date of Claimed Injury: 10/26/94

Robert H. Hines,
Employee,
vs.

STIPULATION FOR SETTLEMENT

City of Brooklyn Park,
Employer,
and

1. Self-Insured, and
2. Home Insurance Co./REM,

Insurers,
and

Group Health Plan, Inc., a/k/a HealthPartners,

Intervenor,
and

Special Compensation Fund.

TO: STATE OF MINNESOTA, OFFICE OF ADMINISTRATIVE HEARINGS,
SETTLEMENT DIVISION, WORKERS' COMPENSATION SECTION, P.O. BOX
64620, ST. PAUL, MINNESOTA 55164-0620.

I.

INTRODUCTION

Robert H. Hines, (hereinafter referred to as "Employee"), the City of Brooklyn Park, with regard to the now defunct Home Insurance Company/REM's coverage period of 1977 through

August 14, 1985, (hereinafter referred to as "City of Brooklyn Park"), the City of Brooklyn Park, with regard to the time it was self-insured through the League of Minnesota Cities Insurance Trust Workers' Compensation Plan for the period of August 15, 1985 through the claimed injury date of October 26, 1994, (hereinafter referred to as "Employer and Self-Insured"), Group Health Plan, Inc., now known as HealthPartners, intervenor, (hereinafter referred to as "HealthPartners"), and the Special Compensation Fund, the parties above-named, hereby desire to waive their rights to further formal proceedings and enter into a compromised settlement on the following basis.

II.

ADMITTED MATERIAL FACTS

A. EMPLOYMENT AND WORKERS' COMPENSATION COVERAGE

The Employee was employed as a building inspector for the City of Brooklyn Park from 1977 until sometime in 2000. For the period of 1977 through August 14, 1985, the City of Brooklyn Park was insured against workers' compensation liability through the Home Insurance Company/REM. The Home Insurance Company/REM is now defunct. Therefore, the City of Brooklyn Park is now uninsured against worker's compensation liability for the period of 1977 through August 14, 1985. On October 26, 1994, which is the date of injury listed on the Claim Petition, the City of Brooklyn Park was self-insured against worker's compensation liability through the League of Minnesota Cities Insurance Trust Workers' Compensation Plan.

B. FORTIS BENEFITS

Fortis Benefits intervened in 2000. However, at a later date, the Employee reimbursed Fortis Benefits in full. Therefore, Fortis Benefits no longer has an actual intervention interest.

III.

MATTERS IN DISPUTE

A. CLAIMS OF EMPLOYEE

It is the claim and contention of the Employee that he was exposed to asbestos while working as a building inspector for the City of Brooklyn Park. The Employee claims and contends that he was exposed to asbestos while inspecting government buildings such as public schools in the City of Brooklyn Park. The Employee claims asbestosis and asbestos-related pleural disease. The Employee chose October 26, 1994 as the date of injury because, on that date, medical testing detected pleural effusion in his right lung. Nonetheless, the Employee claims and contends that he was exposed to asbestos on numerous occasions while employed with the City of Brooklyn Park between 1977 and October 26, 1994. The Employee claims that he has been permanently and totally disabled from the effects of his asbestosis and asbestos-related pleural disease from January 17, 2000 through the present and continuing. Therefore, the Employee claims entitlement to permanent total disability benefits for the period of January 17, 2000 through the present and continuing. The Employee also claims permanent partial disability benefits based on a 50% impairment rating for his lung disability. The Employee further claims entitlement to supplementary benefits. Finally, the Employee claims entitlement to costs, disbursements, and attorney's fees, as well as reserving the right to claim interest, penalties, and other forms of workers' compensation benefits. The Employee bases his claims and contentions, in part, on the medical opinion of Charles Dashe, M.D., David Bonham, M.D. and Joan M.K. Fox, M.D.

B. CLAIMS OF CITY OF BROOKLYN PARK FOR THE PERIOD OF 1977
THROUGH AUGUST 14, 1985

It is the claim and contention of the City of Brooklyn Park that the Employee does not have asbestosis and asbestos-related pleural disease. The City of Brooklyn Park claims and contends that the Employee was not exposed to asbestos in his capacity as a building inspector during the period of 1977 through August 14, 1985. The City of Brooklyn Park claims and contends that the Employee has never been able to identify where or when he supposedly was exposed to asbestos in his capacity as a building inspector. Therefore, the City of Brooklyn Park claims and contends that the Employee cannot carry his burden of proof. The City of Brooklyn Park also claims and contends that if the Employee was exposed to asbestos, such exposure occurred before the Employee started working for the city. The City of Brooklyn Park denies that the Employee is permanently and totally disabled. The City of Brooklyn Park further claims and contends that the alleged 50% permanent partial disability rating is not only incorrect, but also grossly exaggerated. Based on its denial of primary liability, the City of Brooklyn Park also denies that the Employee is entitled to permanent total disability benefits, permanent partial disability benefits, supplementary benefits, and medical benefits. Finally, the City of Brooklyn Park denies that the Employee is entitled to costs, disbursements, and attorney's fees as well as any potential claims for interest, penalties, or any other form of workers' compensation benefits. The employer and self-insured base their claims and contentions, in part, on the medical opinion of Jack Shronts, M.D.

C. CLAIMS OF EMPLOYER AND SELF-INSURED FOR THE PERIOD OF
AUGUST 15, 1985 THROUGH OCTOBER 26, 1994

It is the claim and contention of the Employer and Self-Insured that the Employee does not have asbestosis and asbestos-related pleural disease. The Employer and Self-Insured claim and contend that the Employee was not exposed to asbestos in his capacity as a building inspector during the period of August 14, 1985 through October 26, 1994. The Employer and Self-Insured claim and contend that the Employee has never been able to identify where or when he supposedly was exposed to asbestos in his capacity as a building inspector. Therefore, the Employer and Self-Insured claim and contend that the Employee cannot carry his burden of proof. The Employer and Self-Insured also claim and contend that if the Employee was exposed to asbestos, such exposure occurred before the Employee started working for the city. The Employer and Self-Insured deny that the Employee is permanently and totally disabled. The Employer and Self-Insured further claim and contend that the alleged 50% permanent partial disability rating is not only incorrect, but also grossly exaggerated. Based on their denial of primary liability, the Employer and Self-Insured also deny that the Employee is entitled to permanent total disability benefits, permanent partial disability benefits, supplementary benefits, and medical benefits. Finally, the Employer and Self-Insured deny that the Employee is entitled to costs, disbursements, and attorney's fees as well as any potential claims for interest, penalties, or any other form of workers' compensation benefits. The Employer and Self-Insured base their claims and contentions, in part, on the medical opinion of Thomas Mulrooney, M.D.

D. CLAIMS OF THE SPECIAL COMPENSATION FUND

It is the claim of the Special Compensation Fund that the Employee does not have asbestosis and asbestos-related pleural disease. The Special Compensation Fund claims and

contends that the Employee was not exposed to asbestos at any time in his capacity as a building inspector for the City of Brooklyn Park. The Special Compensation Fund claims and contends that if the Employee was exposed to asbestos, such exposure occurred prior to the time he started working for the City of Brooklyn Park. The Fund also claims and contends that the Employee cannot carry his burden of proof in this case. The Special Compensation Fund denies that the Employee is entitled to either permanent total disability benefits or supplementary benefits. The Special Compensation Fund bases its claims and contentions, in part, on the medical opinions of Dr. Shronts and Dr. Mulrooney.

IV.

COMPROMISE OF THE PARTIES

A. CONSIDERATION

As a compromise of the parties' respective claims and positions, the City of Brooklyn Park, for the period of 1977 through August 14, 1985, and the Employer and Self-Insured, for the period of August 15, 1985 through October 26, 1994, agree to make, and the Employee and his spouse, agree to accept, payments totaling \$115,000.00. Out of the total settlement amount of \$115,000.00, the City of Brooklyn Park, for the period of 1977 through August 14, 1985, shall be responsible for the payment of \$25,000.00 and the Employer and Self-Insured for the period of August 15, 1985 through October 26, 1994, shall be responsible for the remaining \$90,000.00.

Of the \$115,000.00 lump sum settlement amount, \$70,000.00 shall be allocated to the Employee as a full, final and complete settlement forever of any and all of the Employee's claims related to his alleged asbestosis, asbestos-related pleural disease, or any other form of lung disability, that the Employee has made, or could make, under the Minnesota Workers' Compensation Act as the same presently exists or as it may hereafter be amended, save only and

except medical benefits which shall remain open subject to the City of Brooklyn Park's and the Employer and Self-Insured's continuing denials of primary liability. Attorney's fees in the amount of \$8,000.00 shall be deducted from the \$70,000.00 allocated to the Employee. The remaining \$45,000.00 shall be allocated to the Employee's spouse, Becky Jo Hines, in settlement of her potential claim for dependency benefits. Attorney's fees in the amount of \$5,000.00 shall be deducted from the \$45,000.00 allocated to Becky Jo Hines.

The lump sum paid to the Employee pursuant to the terms of this Stipulation for Settlement in the amount of \$70,000.00 LESS attorney's fees of \$8,000.00, is intended to compensate the Employee over his life expectancy which, according to the life expectancy tables, is 20.81 years (249.72 months). Accordingly, the net lump sum of \$62,000.00 paid to the Employee (after deduction of attorney's fees) represents a payment of \$248.28 per month.

B. MEDICAL EXPENSES

Medical expenses are not in dispute in this proceeding. The parties hereby agree that medical benefits shall remain open subject to the City of Brooklyn Park's and the Employer and Self-Insured's respective denial of primary liability. Therefore, neither the City of Brooklyn Park, for the period of 1977 through August 14, 1985, nor the Employer and Self-Insured, for the period of August 15, 1985 through October 26, 1994, agree to pay future medical benefits. The Employee hereby agrees to close out forever any claim for home nursing services.

C. ATTORNEY'S FEES

The Employee has been represented by Attorney Steven D. Hawn and has entered into a fee agreement with Attorney Hawn for fees of 25% of the first \$4,000.00 in workers' compensation benefits awarded and 20% of the next \$60,000.00 in workers' compensation

benefits, subject to a maximum of \$13,000.00 in attorney's fees, all in accordance with Minn. Stat. Sec. 176.081.

In conformance with this fee agreement, the Employee expressly authorizes the Employer and Self-Insured to withhold the sum of \$13,000.00 from their \$90,000.00 contribution to the \$115,000.00 settlement amount. Of the \$13,000.00 in attorney's fees, \$5,000.00 shall be deducted from and paid out of the \$45,000.00 allocated to Becky Jo Hines and \$8,000.00 shall be deducted from and paid out of the \$70,000.00 allocated to the Employee. The parties hereby waive the requirement of the filing of a formal Statement of Attorney's Fees and waive the ten day notice period for objecting to Attorney Hawn's claim for attorney's fees. All parties request the compensation judge, upon review of this Stipulation for Settlement, to issue an award of attorney's fees at the same time, and as part of the Award on Stipulation.

D. EMPLOYEE'S WAIVER OF REIMBURSEMENT OF HIS COSTS

The Employee hereby agrees to waive any claim he may have to reimbursement of the costs that he incurred in this proceeding.

E. EMPLOYEE'S WAIVER OF PARTIAL REIMBURSEMENT OF ATTORNEY'S FEES PURSUANT TO MINN. STAT. SEC. 176.081, SUBD. 7.

The Employee agrees to waive any claim he may have to partial reimbursement of attorney's fees pursuant to Minn. Stat. Sec. 176.081, Subd. 7 in the proceeding herein.

F. EMPLOYEE'S WAIVER OF INTEREST AND PENALTIES

The Employee agrees to waive any claims he may have to interest and penalties in the proceeding herein.

G. SETTLEMENT

Upon compliance with the terms herein and the payment of the workers' compensation benefits specified above, such payments shall constitute a full, final, and complete settlement forever of the Employee's claims for workers' compensation benefits arising out of his alleged asbestosis, asbestos-related pleural disease, or any other form of lung disease, including, but not limited to temporary total, permanent partial, temporary partial, and permanent total disability benefits; home nursing services; rehabilitation and retraining benefits and expenses; funeral/burial expenses; dependency benefits; adjustments to benefits pursuant to Minn. Stat. Sec. 176.645; attorney's fees with the exception of attorney's fees arising out of any potential future dispute over medical benefits; partial reimbursement of attorney's fees pursuant to Minn. Stat. Sec. 176.081, Subd. 7, with the exception of partial reimbursement of attorney's fees arising out of any potential future dispute over medical benefits; costs and disbursements, with the exception of costs and disbursements arising out of any potential future dispute over medical benefits; interest and penalties, with the exception of interest or penalties arising out of any potential future dispute over medical benefits; and all other sums or benefits provided by the Minnesota Workers' Compensation Act, with the exception of medical benefits as set forth in IV.B.

H. INDEMNIFICATION

In light of the fact that the Employee is settling his claims against the City of Brooklyn Park, and the Employer and Self-Insured, as set forth above, the Employee hereby agrees to fully save, hold harmless, and indemnify the City of Brooklyn Park, and the Employer and Self-Insured from any and all claims to date which may be asserted by any person or party in the

nature of a claim of intervention for contribution or reimbursement of any sums paid to or on behalf of the Employee herein for any reason related or claimed to be related to the Employee's alleged asbestosis, asbestos-related pleural disease or any other form of lung disability. This "indemnification" section does not apply to the intervention claim of Group Health Plan, Inc., now known as HealthPartners.

I. POTENTIAL CLAIMS AGAINST THIRD PARTIES

The City of Brooklyn Park, and the Employer and Self-Insured expressly reserve and maintain any and all rights that they may have to assert claims for subrogation, indemnity, or other relief, including without limitation, rights provided by Minn. Stat. Sec. 176.061. Nothing contained in this Stipulation for Settlement shall adversely affect in any way, the City of Brooklyn Park's and the Employer and Self-Insured's respective right to subrogation, indemnity, or such other claim.

J. SETTLEMENT OF HEALTHPARTNER'S INTERVENTION CLAIM

The City of Brooklyn Park, for the period of 1977 through August 14, 1985, and the Employer and Self-Insured, for the period of August 15, 1985 through October 26, 1994, agree to make, and HealthPartners' agrees to accept, a lump sum payment of \$1,600.00 in full satisfaction of HealthPartners' intervention claim. The City of Brooklyn Park shall be responsible for the payment of \$800.00 to HealthPartners. The Employer and Self-Insured shall be responsible for the payment of \$800.00 to HealthPartners.

K. INTERVENORS

The Employee, the City of Brooklyn Park, and the Employer and Self-Insured expressly represent that, with the exception of HealthPartners, they are unaware of any party having a potential intervention interest in this matter. As mentioned above, the intervention claim of

HealthPartners is settled pursuant to this Stipulation for Settlement. As also mentioned above, medical benefits are not in dispute in this proceeding. There should be no potential Spaeth intervention interest in this matter.

L. REPRESENTATIONS OF THE SPECIAL COMPENSATION FUND

The Special Compensation Fund hereby agrees to contribute \$65,000.00 to the \$115,000.00 lump sum settlement amount. The Special Compensation Fund agrees to reimburse \$65,000.00 to the Employer and Self-Insured upon the Employer and Self-Insured's submission of their annual claim for reimbursement to the Fund.

M. CLOSEOUT OF DEPENDENCY BENEFITS

The Employee and his spouse, Becky Jo Hines, each agree to the closeout of any potential claims for dependency benefits pursuant to Minn. Stat. Sec. 176.111. Becky Jo Hines, is a signatory to this Stipulation for Settlement.

N. NO WAIVER OF DEFENSES

By paying the above-described workers' compensation benefits, the City of Brooklyn Park, for the period of 1977 through August 14, 1985, and the Employer and Self-Insured, for the period of August 15, 1985 through October 26, 1994, do not waive any defenses which they may have now, or in the future, to any claim of the Employee or HealthPartners.

O. INCORPORATION OF FILE

The entire workers' compensation file of the Employee is incorporated herein by reference.

V.

REPRESENTATIONS OF EMPLOYEE

The Employee must answer and initial each question.

- | | Answer | Initial |
|---|------------|------------|
| A. Are you represented by an attorney of your own choosing in this matter? | <u>yes</u> | <u>RbW</u> |
| B. Have you read this entire Stipulation for Settlement? | <u>yes</u> | <u>RbW</u> |
| C. Has the Stipulation for Settlement been explained to you in its entirety by your attorney? | <u>yes</u> | <u>RbW</u> |
| D. Do you understand this Stipulation for Settlement? | <u>yes</u> | <u>RbW</u> |
| E. Do you understand that your medical condition could worsen in the future? | <u>yes</u> | <u>RbW</u> |
| F. Do you understand that if your medical condition should unfortunately worsen in the future, you will be entitled to no additional workers' compensation benefits from the City of Brooklyn Park, for the period of 1977 through August 14, 1985, and from the Employer and Self-Insured, for the period of August 15, 1985 through October 26, 1994, with the possible exception of medical benefits as set forth in IV.B above? | <u>yes</u> | <u>RbW</u> |
| G. Do you understand that the City of Brooklyn Park, for the period of 1977 through August 14, 1985, and the Employer and Self-Insured, for the period of August 15, 1985 through October 26, 1994, are each maintaining their denial of primary liability? | <u>yes</u> | <u>RbW</u> |

H. Do you understand that because the City of Brooklyn Park and the Employer and Self-Insured are maintaining their respective denial of primary liability, that the City of Brooklyn Park and the Employer and Self-Insured do not agree to pay any future medical benefits?

yes RHX

I. Do you consider this Stipulation for Settlement to be fair and reasonable?

yes RHX

J. Do you wish to have this Stipulation for Settlement approved by the Office of Administrative Hearings, Settlement Division?

yes RHX

VI.

CONCLUSION

WHEREFORE, when the payments set forth above have been made, this Stipulation for Settlement shall constitute a full, final, and complete settlement of any and all claims of the Employee and HealthPartners, in accordance with the provisions of this Stipulation, and all claims of the Employee and HealthPartners shall be dismissed.

Dated this 17 day of January 2008.

Robert H. Hines

Robert H. Hines
Employee
1831 Brookdale Court
Brooklyn Park, Minnesota 55444
Social Security No. [REDACTED]

Dated this 17 day of January 2008.

Becky Jo Hines

Becky Jo Hines
Spouse of Employee
1831 Brookdale Court
Brooklyn Park, Minnesota 55444
Social Security No. [REDACTED]

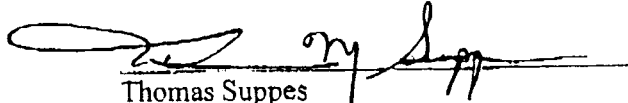
Dated this 13th day of February, 2008.



Steven D. Hawn
Attorney for Employee
366 Jackson Street, Suite 300
St. Paul, Minnesota 55101
(651) 222-4146
Attorney Reg. No. 42705

This signature page is to be attached to the Robert H. Hines Stipulation for Settlement, SSN: [REDACTED]

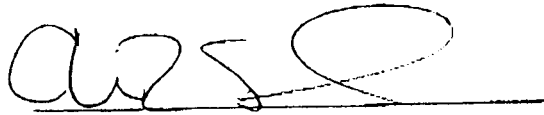
Dated this 11TH day of FEBRUARY, 2008.



Thomas Suppes
Loss Control Manager
City of Brooklyn Park
5200 - 85th Avenue North
Brooklyn Park, Minnesota 55443-4300
(763) 493-8184

This signature page is to be attached to the Robert H. Hines Stipulation for Settlement, SSN: [REDACTED]

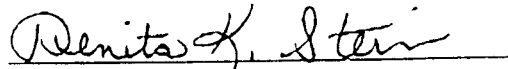
Dated this 10th day of January, 2008.




Christopher A. Seipel
HealthPartners
Subrogation Coordinator
8100 - 34th Avenue South
PO Box 1309
Minneapolis, Minnesota 55440
(952) 883-5776

This signature page is to be attached to the Robert H. Hines Stipulation for Settlement, SSN: [REDACTED]

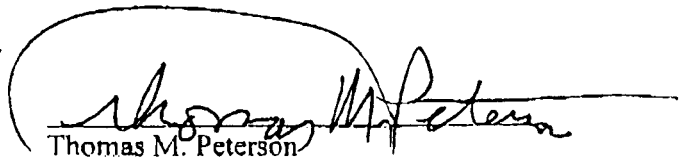
Dated this 18th day of January, 2008.



Denita K. Stein
Claims Manager
Special Compensation Fund
443 Lafayette Road
St. Paul, Minnesota 55155
(651) 284-5211

This signature page is to be attached to the Robert H. Hines Stipulation for Settlement. SSN 

Dated this 12th day of February, 2008.



Thomas M. Peterson
Attorney for Employer and Self-Insured
145 University Avenue West
St. Paul, Minnesota 55103
(651) 281-1277
Attorney Reg. No. 169262

This signature page is to be attached to the Robert H. Hines Stipulation for Settlement, SSN: [REDACTED]



Direct Telephone (651) 281-1277
Direct Facsimile (651) 281-1298

February 13, 2009

Rhonda Hughes
The Home Insurance Company in Liquidation
59 Maiden Lane, Fifth Floor
New York, NY 10038

RE: Claimant: Robert H. Hines
Insured: City of Brooklyn Park, Mn
HICIL No.: 341-0-146879
DOI: 8/01/85
Our File No. WC234

Dear Ms. Hughes:

Receipt of your letter, dated January 20, 2009, is acknowledged. I received your letter on February 12, 2009. Please be advised that I am the attorney who represented the City of Brooklyn Park and Self-Insured in the Robert Hines workers' compensation case. I represented the city with regard to the self-insured period coverage which commenced on August 15, 1985. The self-insured coverage started right after The Home Insurance Company coverage ended on August 14, 1985.

I am an attorney employed with the League of Minnesota Cities Insurance Trust. The League of Minnesota Cities Insurance Trust is an insurance pool for self-insured cities. The League of Minnesota Cities Insurance Trust has a contract with Berkley Risk Administrators for Third Party Administrator (TPA) services. Thus, Berkley Risk Administrators is the TPA in the Hines case. I am not a part of Berkley Risk Administrators. Nor am I a claim adjuster. I am not sure I can answer all of your questions, but I will do the best I can.

The parties entered into a full, final, and complete settlement of Mr. Hines' workers' compensation claim in early 2008. My client, the City of Brooklyn Park and Self-Insured with regard to the period of time after August 14, 1985, paid \$90,000.00, less attorney's fees, to Mr. Hines pursuant to the Stipulation for Settlement. The City of Brooklyn Park, with regard to the period of 1977 through August 14, 1985 (the Home's coverage period) paid \$25,000.00 to Mr. Hines, also pursuant to the Stipulation for Settlement. Thus, the total settlement amount was \$115,000.00. The Special Compensation Fund here in Minnesota agreed to reimburse \$65,000.00 to my client, the City of Brooklyn Park and Self-Insured.

This was a full, final, and complete settlement in which Mr. Hines agreed to close out all benefits except medical benefits. Even though medical benefits were kept open, both the City of Brooklyn Park for the period of 1977 through August 14, 1985, and the City of Brooklyn Park and Self-

Insured for the period after August 14, 1985, maintained their respective denials of primary liability. Therefore, we did not agree to pay any ongoing medical benefits in this case.

Obviously, in light of the full, final, and complete settlement, my client is not paying any ongoing indemnity benefits or medical benefits. The same is true with regard to the City of Brooklyn Park for the period that the Home provided coverage. My client is not paying workers' compensation benefits in any form to or on behalf of Mr. Hines. I doubt that the City of Brooklyn Park for the period it was covered by the Home or the City of Brooklyn Park for the period it has been self-insured is eligible for recovery from the Workers' Compensation Reinsurance Association (WCRA).

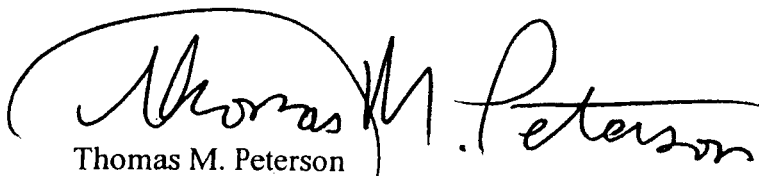
If you have any additional questions or comments, please direct them to my claim adjuster. My claim adjuster is Kara Huberty. Ms. Huberty has the same mailing address as mine. Her address is:

145 University Avenue West
St. Paul, Minnesota 55103.

The City of Brooklyn Park with regard to the time the Home Insurance Company was its workers' compensation carrier might have an arrangement with Berkley Risk Administrators to administer that portion of the claim. If so, the adjuster for that portion of the claim would be someone other than Ms. Huberty. I am not aware that the city has such an arrangement with Berkley Risk Administrators, i.e., with regard to the period of time before August 15, 1985.

I hope this letter is helpful.

Sincerely,

A handwritten signature in black ink that reads "Thomas M. Peterson". The signature is written in a cursive style with a large, sweeping initial "T" and "P".

Thomas M. Peterson
Attorney at Law

TMP:cap:Hughes.1.docx

CC: Kara Huberty, Claim No. 343639-B4

THE HOME INSURANCE COMPANY IN LIQUIDATION

P.O. Box 1720
Manchester, New Hampshire 03105-1720
Tel: (800) 347-0014

Date: 1/12/2010

Class: II

Robert H. Hines
1831 Brookdale Court
Brooklyn Park, MN 55444

RE: NOTICE OF DETERMINATION
Proof of Claim No.: CLMN377962-01

Determination Summary

Gross Amount of Claim	: \$ unknown
Amount Allowed by Liquidation	: \$ 0

Explanation: You have filed a proof of claim with the Liquidator of Home Insurance Company in connection with your Workers' Compensation claim. The City of Brooklyn Park assumed Home's responsibility to pay all benefits to which you are entitled under the Minnesota Workers' Compensation Act. Subsequent to Home's liquidation you settled your Workers' Compensation claim, and the City of Brooklyn Park paid Home's portion of the settlement. Since you have received the benefits that are due you, there will be no allowance under this proof of claim.

Dear Claimant :

The purpose of this letter is to provide you with a determination set forth above of claims you have presented to The Home Insurance Company in Liquidation ("The Home"), under the Proof(s) of Claim specified above. The Home expects to present notice of this determination to the Superior Court for Merrimack County, New Hampshire (the "Court") for approval in accordance with New Hampshire Revised Statute, RSA 402-C:45. Read this Notice of Determination carefully as it sets forth your rights and obligations in detail.

The Home has now made a Determination on the claims as set forth above in accordance with The Home Claim Procedures (the "Procedures")* approved by the Court. If the claim has been allowed, in whole or in part, it has been assigned a Class II priority as a "policy related claim" pursuant to the Order of Distribution set forth in RSA 402-C:44 and will be

*A copy of the January 19, 2005 Restated and Revised Order Establishing Procedures Regarding Claims Filed With The Home Insurance Company in Liquidation may be obtained from the website of the Office of the Liquidation Clerk for The Home Insurance Company in Liquidation and US International Reinsurance Company in Liquidation, www.hicileclerk.org

placed in line for payment as directed by the Court from the assets of The Home. The first \$50 of the amount allowed on each claim in this class shall be deducted from the amount distributed as specified in RSA 402-C:44.

You may have other claims against The Home for which you may receive other Notices of Determination. You will have a separate right to dispute each Notice of Determination. If your claim has been allowed in whole or in part, this Notice of Determination does not mean that your claim will immediately be paid, or that it will be paid in full or at all. Pursuant to order of the Court, The Home may make distributions of its assets as a percentage of all allowed claims in a particular priority class in The Home estate as approved by the Court. The amount of the final payment for allowed claims will be determined by the final ratio of assets to liabilities and the applicable priority. Please be advised that the final percentage of payment you receive from The Home, at the time The Home estate is finally closed, is the total payment amount that you will be entitled to for this claim.

The Liquidator does not expect there to be assets sufficient to make a distribution to creditors in classes below Class II.

Any and all distributions of assets may be affected and/or reduced by any payments you have received on this claim from any other sources not listed on the Notice of Distribution. Any such distributions by The Home are based on The Home's knowledge and/or understanding of the amounts you have received in settlement and/or reimbursement of this claim from all other sources at the time of the allowance or thereafter. Should The Home subsequently become aware of prior recoveries from other sources The Home has the right to reduce its future distribution payments to you to the extent of such other recoveries or to seek and obtain repayment from you with respect to any previous distributions that were made to you.

Further, if you seek or receive any future payment from any other source on this claim after you receive a distribution payment from The Home you must notify The Home at the address below and The Home has the right to recover from you the distribution payments in whole or in part, to the extent of any such other future recoveries.

As a condition to receipt of any distributions, The Home shall be entitled to any rights to subrogation you may have against any third party and you shall be deemed to have assigned to The Home such rights upon receipt of any distributions. You shall also be obliged to reimburse The Home for any legal fees or other costs associated with The Home recovering from you any distribution payments to which you are not entitled.

The following instructions apply to this Notice of Determination:

Claim Allowed

1. If this claim has been allowed in whole or in part and you agree with the determination, sign and date the enclosed Acknowledgment of Receipt of the Notice of Determination and mail the completed Acknowledgment to The Home.

Claim Disallowed

2. A. If all or part of your claim has been disallowed or you wish to dispute the determination or creditor classification for any reason, you may file a Request for Review with the Liquidator. The Request for Review is the first of two steps in the process of disputing a claim determination. The Request for Review must be received by The Home within thirty (30) days from the date of this Notice of Determination.

REQUEST FOR REVIEW FILING REQUIREMENTS:

- (a) Sign and return the attached Acknowledgment of Receipt form.
- (b) On a separate page, state specifically the reasons(s) you believe that the determination is in error and how it should be modified. Please note the Proof of Claim number on that page and sign the page.
- (c) Mail the Request for Review to:
The Home Insurance Company in Liquidation
P.O. Box 1720
Manchester, NH 03105-1720

You should keep a copy of this Notice of Determination, Acknowledgment of Receipt and Request for Review, then mail the Original Request for Review to us by U.S. Certified Mail.

- (d) The Request for Review must be received by The Home within thirty (30) days from the date of this Notice of Determination. The Request for Review must be in writing.
- (e) The Liquidator will inform you of the outcome of the review and issue to you a Notice of Redetermination.

IF A REQUEST FOR REVIEW IS NOT FILED WITH THE HOME WITHIN THE THIRTY (30) DAY PERIOD, YOU MAY NONETHELESS DIRECTLY FILE AN OBJECTION WITH THE COURT WITHIN SIXTY (60) DAYS FROM THE MAILING OF THIS NOTICE. You do not have to file the Request for Review as a prerequisite to dispute the Notice of Determination. Please see Section 2B (below) for the Objections to Denial of Claims.

- B. If your claim is disallowed in whole or in part, you may file an Objection with the Court at

Office of the Clerk, Merrimack County Superior Court
163 N. Main Street, P.O. Box 2880
Concord, New Hampshire 03301-2880
Attention: The Home Docket No. 03-E-0106

within sixty (60) days from the mailing of the Notice of Determination and bypass the Request for Review procedures as noted in Section 2A (above). If the Request for Review is timely filed, as outlined in Section 2A, the Liquidator will inform you of the outcome of the review and issue to you a Notice of Redetermination. If the redetermination is to disallow the claim, you may still file an Objection with the Court. You have sixty (60) days from the mailing of the Notice of Redetermination to file your Objection. Please also sign and return the Acknowledgment of Receipt form and mail a copy of the Objection to the Liquidator.

IF YOU DO NOT FILE AN OBJECTION WITH THE COURT WITHIN EITHER SIXTY (60) DAYS FROM THE MAILING OF THIS NOTICE OF DETERMINATION OR SIXTY (60) DAYS FROM THE MAILING OF ANY NOTICE OF REDETERMINATION, YOU MAY NOT FURTHER OBJECT TO THE DETERMINATION.

A timely filed Objection will be treated as a Disputed Claim and will be referred to the Liquidation Clerk's Office for adjudication by a Referee in accordance with the Procedures.

3. You must notify The Home of any changes in your mailing address. This will ensure your participation in future distributions, as applicable. For purposes of keeping The Home informed of your current address, please notify us at the address given on the letterhead above.

Sincerely yours,

Peter Bengelsdorf, Special Deputy Liquidator
For Roger A. Sevigny, Liquidator
of The Home Insurance Company in Liquidation

If you wish to speak to someone regarding this Notice of Determination, please contact:

Paul Reeves
Senior Manager
Home Insurance Company in Liquidation
Phone : 212-530-6156

CC: Steven D. Hawn, 366 Jackson St., Ste 200, St. Paul, MN 55101

March 8, 2010

Re: NOTICE OF DETERMINATION
Proof of Claim No.: CLMN377962-01
ROBERT H. HINES

TO: The Judge and Appointed Clerk

I am not an attorney so please bear in mind the words used are from my understanding of word definitions, which is limited, but I'll give it a try. I am on numerous medications and sprays for my lungs & heart. I was diagnosed with asbestosis and with the lack of oxygen, my heart was affected which led to a partial enlarged heart with a titanium aortic valve placed in my heart to keep me alive. I struggled for years with shortness of breath, low oxygen levels and heart exertion problems.

I am the victim here – I am the person who is suffering and find it difficult to even focus on writing this document.

I find the determination summary completely outrageous and unfair to what must be done to correct this injustice. I worked as a Building Official (number 0972) with the State of Minnesota. My years of service were from 1977 until January 2000.

Because I was diagnosed with asbestosis in 1994, I still worked for another six years, until I was physically and mentally unable to do my job. The City of Brooklyn Park was my employer.

The State of Minnesota laws require Workman's Compensation for their employees. That is where the Home Insurance Company comes into play. The City contracted with them to insure their employees of which I was one. It took over eight years of waiting for me to come to a forced settlement – I say forced because the insurance company filed bankruptcy so instead of getting a large settlement from the insurance company, I was deprived of an adequate amount, because of the state law.

Because I worked for a larger city which exceeded amount of funds, I was forced to accept \$25,000 which is the maximum by law I could collect from the City of Brooklyn Park. I asked why that is. The answer was my insurance company went into bankruptcy. I was forced to accept a small portion of money.

I filed a claim on my own and now I receive this determination summary which states I was not the primary payee on the insurance, so if any money is paid it will go to the City up to the amount of \$25,000.

First of all, I am the one who is the victim – I am sick and my life will be cut short. It is my Worker's Comp which is part of the contract of my state benefits. I wanted \$500,000, not \$25,000, so why should an insurance company who collected money on my behalf from the City, get out of paying me what is due me? Even though the City paid for my insurance does not

Robert H. Hines, Signature



NOTICE OF DETERMINATION
Proof of Claim No.: CLMN377962-01
ROBERT H. HINES

mean they should get a benefit for my misfortune. If there is any money in the liquidation, it should go to the victims, which I am.

Thank you Judge and Clerk for a quick and just result to this unfair and unjust determination summary that I received in the mail. I can only hope all of you will do the right thing and come to a fair and just conclusion.

Robert H. Hines
1831 Brookdale Court
Brooklyn Park, MN 55444
763-566-0911

Robert H. Hines, Signature



Att. A

THE HOME INSURANCE COMPANY IN LIQUIDATION

P.O. Box 1720

Manchester, New Hampshire 03105-1720

Tel: (800) 347-0014

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Office of the Clerk, Merrimack County Superior Court
163 N. Main Street, P.O. Box 2880
Concord, New Hampshire 03301-2880
Attention: The Home Docket No. 03-E-0106

1000 Hampshire

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Peter Bengelsdorf, Special Deputy Liquidator
For Roger A. Sevigny, Liquidator
of The Home Insurance Company in Liquidation

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Paul Reeves
Senior Manager
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Phone : 212-530-6156

CC: Steven D. Hawn, 366 Jackson St., Ste 200, St. Paul, MN 55101

THE HOME INSURANCE COMPANY IN LIQUIDATION

P.O. Box 1720
Manchester, New Hampshire 03105-1720
Tel: (800) 347-0014

POC #: CLMN377962-01

Amount Allowed: \$ 0

Robert H. Hines
1831 Brookdale Court
Brooklyn Park, MN 55444

ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receipt of the Notice of Determination as a Class II Creditor claim and confirm that I understand the content thereof. I further acknowledge and confirm that I understand the Instructions regarding the Notice of Determination of my Claim against The Home Insurance Company in Liquidation and in that regard advise as follows:

(Check off all applicable items.)

I agree to the determination.

I reject the determination and want to file a Request for Review (specific reasons must be included along with return of the signed Acknowledgment).

I reject the determination and intend to file a separate Objection with the Court, without filing a Request for Review.

I have not assigned any part of this claim.

I have not made any other recoveries with respect to this claim.

I have not sought and do not intend to seek any other recoveries with respect to this claim.

I have made recovery from others with respect to this claim (full details must be included with this Acknowledgement).

I have sought or intend to seek recovery from others with respect to this claim (full details must be included with this Acknowledgement).

RAM
RAM
no
yes
RAM

I request that The Home mail further correspondence to:

Same name as above.
New name _____

Same address as above
New address _____

This Acknowledgment of Receipt must be completed, signed and returned to The Home in order to be eligible for distributions from The Home estate as directed by the Court.

Signature: Robert H. Hines

Printed Name: Robert H. Hines

Title: DISABLED

Date: 2-16-10