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Writer's Direct Dial Number

216/479-6109

January 5, 1995

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

REDACTED

Re: v. The Sherwin-Williams Company,
Cuyahoga County Common Pleas Court
Case No. 276119 -- Judge Janet R. Burnside
Occupational Disease Claim No. OD56778-22

Dear Tony:

REDACTED

Enclosed is a draft *Settlement Agreement and Release of All Claims* that we have prepared in connection with the matter. As soon as I incorporate any changes you might have, we will send the Agreement and Release of All Claims to the claimant for signature along with a notice of dismissal with prejudice to be filed in the court case.

Please feel free to call me with your comments. My direct dial number is listed above.

Very truly yours,



Timothy G. Clancy

TGC/law/08340549

Enclosures

cc (w/ enc.): F. Daniel Balmert, Esq.

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SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Agreement made as of this _____ day of January, 1995, by and between
Claimant, _____ and Employer, The Sherwin-Williams Company.

REDACTED

WITNESSETH:

Whereas _____ (the "Claimant") and The Sherwin-Williams Company (the
"Employer") desire fully and forever to compromise, settle and adjust without any
limitation, exception, reservation or exclusion all of the Employer's (as defined herein)
liabilities and all of the Claimant's claims (including, without limitation, Ohio Workers'
Compensation Claim No. OD56778-22 and Cuyahoga County Common Pleas Case No.
276119, styled _____ v. The Sherwin-Williams Company), actions and causes of
action, either in law or in equity, and any and all other loss and damage of every kind
and nature, known and unknown, filed or not filed, intentional and otherwise, which he
now has or could hereafter make against the Employer (as defined herein) related either
directly or indirectly to any injury, illness and/or occupational disease arising out of
Claimant's employment with the Employer or otherwise in exchange for the Employer's
promise to consider and treat as timely filed Claimant's claim for non-occupational
disability benefits (the "Non-Occupational Disability Claim") resulting from or related to
any respiratory condition; and

Whereas, the Claimant and Employer (as defined herein) are agreed that in view
of the disputes which exist or which may in the future arise concerning the liabilities of
the Employer (as defined herein), the Employer's promise to consider and treat the

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includes but not limited
to those

REDACTED

Non-Occupational Disability Claim as timely filed is fair and sufficient consideration to support this agreement.

NOW, THEREFORE, for the sole consideration of the Employer's promise to consider and treat the Non-Occupational Disability Claim as timely filed, the Claimant, **REDACTED**, does hereby fully, expressly and forever release, acquit and discharge the said Sherwin-Williams Company, its directors, officers, shareholders, employees, agents, attorneys, representatives, divisions, affiliates, subsidiaries, successors and assigns and all related persons and entities (herein, collectively, the "Employer"), without any limitation, exception, reservation or exclusion, of and from any and all ~~workers' compensation and intentional tort liabilities~~, claims, demands, controversies, damages, expenses, actions and causes of action either in law or in equity, and any and all other loss and damage of every kind and nature, known and unknown, filed or not filed, intentional and otherwise, against the Employer, *including, but not limited to workers' compensation and intentional tort liabilities and any liabilities under the Age Discrimination*

This release includes, **BUT EXPRESSLY IS NOT LIMITED TO:** 1) all past, present and future medical expenses and claims relative to the matters released and settled hereby; 2) all disabilities, including temporary total, temporary partial, permanent partial and permanent total disability, among others, which have arisen, or which may in the future arise, out of the matters released and settled hereby; and 3) any and all occupational diseases which were incurred or contracted while in the employ of Employer, or which have arisen, or which might arise in the future, out of any exposure, injury or injuries, occupational disease or occupational diseases, which occurred or were contracted or sustained by the Claimant while in the employ of the Employer prior to the date of this Settlement Agreement and Release of All Claims, or out of any injury or occupational disease whatsoever for which Claimant might have filed or asserted a

workers' compensation or intentional tort claim against the Employer prior to the date of this Release of All Claims. It is further agreed that all claims for injuries, occupational diseases and disabilities involved in these matters be forever settled.

REDACTED specifically warrants, represents and agrees that he will indemnify the Employer against any and all liabilities, costs and expenses, including attorneys fees, relative to any claim made against the Employer by any person or entity related to any matter released hereunder.

REDACTED further warrants, represents and agrees, 1) that not later than ten (10) days after signing this agreement he will file a notice of dismissal of all claims, with prejudice, pursuant to Rule 41 of the Ohio Rules of Civil Procedure in the case styled,

REDACTED v. The Sherwin-Williams Company, Cuyahoga County Common Pleas Case No. 276119; and 2) that he ~~has fully reviewed this Settlement Agreement and Release of All Claims, and all of its consequences and ramifications, to his full and complete satisfaction with his lawyer.~~ It is agreed that the sole consideration for this release and the dismissal with prejudice of Cuyahoga County Common Pleas Case No. 276119 is the Employer's promise to consider and treat the Non-Occupational Disability Claim as timely filed.

and has availed himself of
understands his right to have this Settlement Agreement and Release of All Claims reviewed by and to discuss with his private attorney all of its consequences and ramifications, to his full and complete satisfaction; (3) that he has been given a period of not less than 21 days to review and consider this agreement and that he has used as much of this time as he desired prior to signing it; and (4) that he may revoke this agreement within seven days after signing it by providing written notice to the undersigned representative of the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first aforesaid.

CAUTION: THIS IS A RELEASE OF ALL YOUR CLAIMS.

REDACTED

WITNESS

(Date)

The Sherwin-Williams Company

By: _____
(Date)

WITNESS

Its _____

STATE OF OHIO

:

: SS:

COUNTY OF _____

:

_____, personally appeared before me, a Notary Public in and for said County and State, upon this _____ day of January, 1995, and acknowledged the signing of the foregoing Settlement Agreement and Release of All Claims to be his free and voluntary act and deed after having been fully informed that this is a complete and final settlement of all his claims against the Employer (as defined therein) of every type and nature, known and unknown, past, present and future; _____ further swore and acknowledged that he understood the terms of the Settlement Agreement and Release of All Claims, that he fully reviewed same with his lawyer and he further swore that the facts stated and the allegations contained therein are true as he verily believes.

In witness whereof, I have hereunto set my hand and seal on this _____ day of January, 1995.

NOTARY PUBLIC

Law/08340508

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

REDACTED

Plaintiff,

-vs-

THE SHERWIN-WILLIAMS COMPANY

Defendant

CASE NO. 276119

JUDGE JANET R. BURNSIDE

NOTICE OF DISMISSAL
WITH PREJUDICE

REDACTED

Plaintiff, hereby dismisses with prejudice the captioned case in its
entirety pursuant to Rule 41(A) of the Ohio Rules of Civil Procedure.

Respectfully submitted,

ROBERT E. SWEENEY COMPANY, L.P.A. ---

By: _____

David P. Pavlik (0041244)
1500 Illuminating Building
55 Public Square
Cleveland, Ohio 44113
216/696-0606

Attorney for Plaintiff/Appellant

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