

S-W BENEFITS

DATE	TIME	TO/FROM	MODE	MIN/SEC	PGS	CMDR	STATUS
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FACSIMILE MESSAGE

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

Date: 3/3/95

Page 1 of 7

TO:

Tim Clancy
Voups

Fax #:

479-6060

FROM:

Anthony J. Colangelo
Manager - Workers' Compensation
Phone: (216) 566-3095
Fax #: (216) 566-2553

RE:

REDACTED

Tim I apologize for the delay. Please
use the language as referenced in the
enclosed settlement agreement your office
handled on our behalf

Tony
P.S. Let's DOR is 04/10/50

If you do not receive all pages, please contact me at the phone number listed above.

N40217



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101 Prospect Avenue, N.W.
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Page 1 of 7

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N40217.01

2/18/95. Tony- Per our discussion re: the release, I believe the language identified in this release creates a broader scope and is to our advantage. Diane

REDACTED

WORKERS' COMPENSATION

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims is entered into this _____ day of November, 1993, by and between _____ and The Sherwin-Williams Company, _____
December
and (Deshler Products)
↳ Why is Deshler shown like this?
OIC to just use S-W

WITNESSETH:

REDACTED

WHEREAS, _____ (the "Claimant") desires fully and forever to compromise, settle and adjust without any limitation, exception, reservation or exclusion all claims (including, but expressly not limited to, all of Claimant's Workers' Compensation claims), disputes, demands, controversies, damages, actions, discrimination claims (including, without limitation, sex, race, age, religion, national origin/ancestry, handicap, Americans with Disabilities Act, and all other discrimination claims of every kind and nature) and causes of action, either in law or in equity, and any and all other loss or damage of every kind and nature, known and unknown, filed or not filed, intentional and otherwise, which she now has or could hereafter make against The Sherwin-Williams Company for the sum of Twenty Eight Thousand Dollars (\$28,000.00) (the "Consideration"); and

WHEREAS, the Claimant and The Sherwin-Williams Company are agreed that in view of the disputes which exist or which may in the future arise between them, the Consideration is a fair and reasonable settlement.

NOW, THEREFORE, for the sole Consideration paid by Employer (as defined herein) to Claimant, the Claimant, for herself and on behalf of her heirs, administrators, executors, successors and assigns, does hereby fully, expressly and forever release, acquit and discharge The Sherwin-Williams Company, its directors, officers, shareholders, employees, agents, attorneys, representatives, divisions, affiliates, subsidiaries, successors

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0007-SWP-005800418
CONFIDENTIAL

the Claimant's claims for injuries, occupational disease and disabilities against the Employer are, hereby, forever settled. This Settlement Agreement and Release of All Claims also includes, and it is the Claimant's intention to hereby fully, expressly and forever release, acquit and discharge The Sherwin-Williams Company from, all claims of alleged employment discrimination in violation of any federal, state or local statute, ordinance, judicial precedent, or executed order including, but not limited to, claims for discrimination on the basis of age, race, color, religion, sex, nationality, and/or handicap, whether asserted under the Ohio Fair Employment Practice Law, The Civil Rights Act of 1964 as amended, The Age Discrimination in Employment Act, The Americans With Disabilities Act, The Civil Rights Act known as 42 United States Code 1981, The Family and Medical Leave Act, The Rehabilitation Act of 1972 as amended, and/or any other applicable federal, state or local law, rule or ordinance of any kind.

Claimant additionally specifically warrants, represents and agrees that in exchange for the Consideration, she will (1) voluntarily resign from her employment with the Employer, in writing, and within seven ^{calendar} days of the effective date of the Settlement Agreement and Release of All Claims; (2) will enter into an Agreed Dismissal Entry with prejudice in the case style The Sherwin-Williams Co., et al. Henry County Common Pleas Court, Case No. 92-CV-122 (Judge Rohrs) (the "Litigation"); (3) dismiss, with prejudice, her application for additional compensation of a claimed violation of a specific safety requirement filed June 23, 1992 in Claim No. OD41227-22; and (4) enter into the separate settlement agreement terminating Claim No. OD41227-22 on the records of the Industrial Commission of Ohio and Bureau of Workers' Compensation.

REDACTED

Why isn't
Dismissal
captioned
the same?

she decides to execute the Agreement, she will have seven^{(7) calendar} days following her execution of same (the "Waiver Period") to revoke the Agreement. Further, Claimant acknowledges and understands that the Agreement, if signed by her, will become effective after expiration of the Waiver Period and the approval of the separate settlement agreement pertaining to Claim No. 41227-22.

The Claimant further warrants, represents and agrees that she has fully reviewed this Settlement Agreement and Release of All Claims, and all of its consequences and ramifications, to her full and complete satisfaction. Claimant warrants, represents and agrees that the total monetary consideration for this Settlement Agreement and Release of All Claims is Twenty Eight Thousand Dollars (\$28,000.00) and that this Settlement Agreement and Release of All Claims contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

In witness whereof, the parties executed this Settlement Agreement and Release of All Claims as of the day and year first aforesaid.

CAUTION: THIS IS A RELEASE OF ALL YOUR CLAIMS. CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT.

WITNESS

REDACTED

(Date)

STATE OF OHIO

:

SS.

COUNTY OF _____

:

Jean L. Crouch personally appeared before me, a Notary Public in and for said County and State, upon this _____ day of _____, 1993, and acknowledged the signing of the foregoing Settlement Agreement and Release of All Claims to be her free and voluntary act and deed after having been fully informed that