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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SANTA CLARA**
13

14 THE PEOPLE OF THE STATE OF
CALIFORNIA, acting by and through Santa
15 Clara County Counsel James R. Williams;
San Francisco City Attorney Dennis Herrera;
16 Alameda County Counsel Donna R. Ziegler;
Los Angeles County Counsel Mary Wickam;
17 Monterey County Counsel Charles McKee;
Oakland City Attorney Barbara Parker; San
18 Diego City Attorney Mara Elliott; San Mateo
County Counsel John C. Beiers; Solano
19 County Counsel Dennis Bunting; and Ventura
County Counsel Leroy Smith,

20 Plaintiff,

21 v.

22 CONAGRA GROCERY PRODUCTS, *et al.*,

23 Defendants.
24

CASE NO. 1-00-CV-788657

**JOINT MOTION FOR JUDGMENT
OF DISMISSAL WITH PREJUDICE;
REQUEST FOR RETENTION OF
JURISDICTION FOR
ENFORCEMENT; [PROPOSED]
ORDER AND JUDGMENT**

25 Upon an Agreement and Full and Complete Release entered into by all parties (attached
26 hereto as Exhibit A), and pursuant to California Rule of Court 3.1385, Plaintiff, the People of the
27 State of California, and Defendants ConAgra Grocery Products, Inc., NL Industries, Inc., and
28 The Sherwin-Williams Company hereby move the Court to enter judgment dismissing all

1 Defendants with prejudice from this action in its entirety. For purposes of clarity, the parties
2 stipulate that this judgment of dismissal resolves Defendants' past, present, and future liability for
3 public nuisance arising from lead paint, lead pigment, or lead dust in the Prosecuting
4 Jurisdictions.

5 All parties hereby request that, pursuant to Code of Civil Procedure § 664.6, this Court
6 retain jurisdiction over the parties and this matter to enforce, and to resolve all disputes
7 concerning, the Agreement and Full and Complete Release.

8 Dated: July 17, 2019

By: /s/ Greta S. Hansen

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21 Dated: July 17, 2019

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THE PEOPLE OF THE STATE OF

CALIFORNIA

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Dated: July 17, 2019

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COMPANY

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Attorneys for Defendant
NL INDUSTRIES, INC.

Request for Continued Jurisdiction By Authorized Representatives of Each Party

The undersigned authorized representatives of each party in this action hereby request that this Court retain jurisdiction over the parties and this matter to enforce, and to resolve all disputes concerning, the Agreement and Full and Complete Release pursuant to Code of Civil Procedure § 664.6.

Dated: July 17, 2019

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1 Dated: July 17, 2019

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9 Dated: July 17, 2019

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Dated: July 17, 2019

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Dated: July 17, 2019

By: /s/ John Lebold
John Lebold, Associate General Counsel
Authorized Representative
THE SHERWIN-WILLIAMS COMPANY

Dated: July 17, 2019

By: /s/ Carey Bartell
Carey Bartell, Vice President & Chief Counsel
Authorized Representative
**CONAGRA GROCERY PRODUCTS
COMPANY**

Dated: July 17, 2019

By: /s/ John Powers
John Powers, General Counsel
Authorized Representative
NL INDUSTRIES, INC.

1 **ORDER AND JUDGMENT**

2 Upon consideration of the Joint Motion for Judgment of Dismissal with Prejudice, and
3 good cause appearing, IT IS HEREBY ORDERED:

4 1 The Court finds that each County Counsel or City Attorney of each Prosecuting
5 Jurisdiction was duly authorized under Section 731 of the Code of Civil Procedure to bring this
6 public nuisance action on behalf of the People of the State of California, each County Counsel
7 and City Attorney adequately and effectively represented the People, the Prosecuting
8 Jurisdictions and the public in litigating this action zealously, and each Prosecuting Jurisdiction
9 has approved the Agreement and Full and Complete Release, attached as Exhibit A, in
10 accordance with its required procedures.

11 2. The parties' Agreement and Full and Complete Release, attached as Exhibit A, is
12 approved.

13 3. This action is dismissed with prejudice as to all parties.

14 4. All parties are to bear their own attorneys' fees and costs except as set forth in the
15 Agreement and Full and Complete Release.

16 5. This dismissal constitutes a final judgment on the merits and bars subsequent
17 litigation of all issues which were or could have been raised, including but not limited to any
18 successive action for public nuisance, as set forth in the Agreement and Full and Complete
19 Release.

20 6. This Court retains jurisdiction over the parties and this matter to enforce, and to
21 resolve any disputes concerning, the Agreement and Full and Complete Release and this Order
22 and Judgment.

23 7. The Receiver, David Stapleton, and his counsel, Loeb & Loeb, are discharged
24 from their appointment and duties in this case.

25 **IT IS SO ORDERED.**

26
27 Dated: _____

28 By: _____
Honorable Judge Thomas E. Kuhnle

Exhibit A

AGREEMENT AND FULL AND COMPLETE RELEASE

This Agreement and Full and Complete Release (“Agreement”) is entered into as of this 10th day of July, 2019 by and between the People of the State of California, acting by and through the County Counsels of the County of Alameda, County of Los Angeles, County of Monterey, County of San Mateo, County of Santa Clara, County of Solano and County of Ventura and the City Attorneys of the City of Oakland, City of San Diego, and City and County of San Francisco (the “People”); the County of Alameda, County of Los Angeles, County of Monterey, County of San Mateo, County of Santa Clara, County of Solano and County of Ventura and the City of Oakland, City of San Diego, and City and County of San Francisco (collectively, the “Prosecuting Jurisdictions”) (the “People” and the “Prosecuting Jurisdictions” hereinafter collectively “Claimants”); The Sherwin-Williams Company (“Sherwin-Williams”), ConAgra Grocery Products Company (“ConAgra”) and NL Industries, Inc. (“NL”). Sherwin-Williams, ConAgra and NL are each individually a “Defendant” and are collectively referred to herein as the “Defendants.” The Claimants and Defendants are collectively referred to herein as the “Parties,” and each, a “Party.”

WHEREAS, the underlying action commenced in 2000 as a case styled County of Santa Clara, et al., v. Atl. Richfield Co., et al., Case No. 1-00-CV-788657 (Cal. Super. Ct.) (the “Santa Clara Lawsuit”) in the Superior Court of California, County of Santa Clara (the “Court”) against Defendants and others asserting various claims, including public nuisance, property damage, personal injury, strict liability, negligence, trespass, fraud and other claims relating to Lead Paint (as defined below);

WHEREAS, NL for itself and on behalf of all of its actual or alleged predecessors, subsidiaries and affiliates has denied any liability for the claims asserted in the Santa Clara

Lawsuit;

WHEREAS, Sherwin-Williams for itself and on behalf of all of its actual or alleged predecessors, subsidiaries and affiliates has denied any liability for the claims asserted in the Santa Clara Lawsuit;

WHEREAS, ConAgra for itself and on behalf of all of its actual or alleged predecessors, subsidiaries and affiliates has denied any liability for the claims asserted in the Santa Clara Lawsuit;

WHEREAS, in March 2014, the Court issued an Amended Statement of Decision and an Amended Judgment finding Defendants jointly and severally liable for public nuisance (hereinafter the “Amended Judgment”);

WHEREAS, on November 14, 2017, the Court of Appeal of the State of California, Sixth District, issued a decision remanding the action to the Court for entry of a judgment reflecting the recalculation of the amount of money Defendants must pay to remediate the public nuisance for pre-1951 housing (“Fund”) and appointment of a suitable receiver after evidentiary hearing (the “November 14, 2017 Opinion”);

WHEREAS, the Court has not yet entered final judgment on remand;

WHEREAS, the Parties agree that the Amended Statement of Decision, Amended Judgment, and the November 14, 2017 Opinion reflect the facts and circumstances of each Prosecuting Jurisdiction;

WHEREAS, Defendants have a reversionary interest in any monies not disbursed from the Fund at the end of the abatement period;

WHEREAS, the People recognize the desirability of a resolution to allow each of the Prosecuting Jurisdictions to expend monies collected from Defendants to address the harms

associated with Lead Paint in a manner that each considers, based on the unique circumstances in each jurisdiction and its years of experience administering public health and housing programs, to be the most efficient, cost-effective and health-maximizing way, including with respect to lead hazards associated with post-1951 housing and with the exteriors of homes and residences;

WHEREAS, Defendants contend that the Claimants benefit from collecting monies that are not subject to reversionary rights;

WHEREAS, the Parties agree that the payments required by this Agreement do not include any fine, penalty, or punitive amount and further reflect the payment of all Costs (as defined below);

WHEREAS, the Parties agree that significant uncertainties exist as to the actual cost to them of the inspection and abatement remedy set forth in the Amended Judgment given, among other things, the absence of information on what percentage of owners will choose to participate in the abatement remedy, the pace with which the inspection and the abatement remedy might proceed, and Defendants' recovery of remedy costs from other persons;

WHEREAS, without admitting any wrongdoing, fault, or liability of any kind, and without any concession as to the strength or weakness of any claim or defense with respect to the Santa Clara Lawsuit, the Parties to this Agreement desire to (i) fully and finally resolve the Claims (as defined below), (ii) provide for the full and complete resolution, satisfaction and release of any and all Claims (as defined below) which have been set forth, or which could have been set forth, against the Defendants Released Parties (as defined below) in the Santa Clara Lawsuit on a full and complete basis, and (iii) avoid any further expense, delay, and uncertainty of continuing the Santa Clara Lawsuit;

WHEREAS, the People represent that their statutory costs are Six Hundred Thirty-Eight

Thousand Six Hundred and Fifty-Six Dollars and Sixty-Five Cents (\$638,656.65);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and conditions contained herein, the Parties hereby agree as follows:

I. DEFINITIONS

A. “Claims” shall mean all past, present and/or future nuisances, damages, losses, debts, claims, demands, charges, grievances, repairs, liabilities, judgments, obligations, actions, causes of action, rights, costs, including all Costs (as defined below), attorneys’ fees, experts’ fees, consultants’ fees, expenses, and compensation, of every kind or nature whatsoever including, but not limited to, all statutory, contractual, tort, equitable and/or common law claims and remedies whatsoever in any way related to, or in connection with, Lead Paint (as defined below) used, sold, marketed, promoted, advertised, distributed, supplied, or located in or throughout the Prosecuting Jurisdictions, which the Prosecuting Jurisdictions acting on their own behalf or on behalf of the People, have had, may now have or may claim to have in the future against the “Defendants Released Parties” (as defined below), whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that have been, could have been, or in the future could be raised in the Santa Clara Lawsuit or a different action or proceeding against the Defendants Released Parties.

The definition of “Claims” shall not include any claims that the Prosecuting Jurisdictions, on behalf of themselves, or as counsel for the People, do not have standing to assert, release, or compromise.

“Claims” does not include any claims that the Parties may have against a manufacturer, supplier, marketer, promoter, advertiser, distributor, or seller of any lead, lead pigment, Lead

Paint, or lead product, or any painting contractor, builder, or architect, who or which is not a Defendant or a Defendant Released Party (defined below).

B. The “Court” shall mean the Superior Court of California, County of Santa Clara having jurisdiction over the Santa Clara Lawsuit.

C. “Defendants Released Parties” shall mean each Defendant and any and all of their past and present alleged or actual affiliated companies/corporations/partnerships/organizations, parent companies/corporations/partnerships/organizations, predecessors, successors, subsidiaries, divisions, shareholders, members, agents, directors, officers, principals, employees, representatives, attorneys, assigns, insurers and affiliates. The definition of “Defendants Released Parties” is intentionally defined to encompass the largest and broadest group of individuals and entities to bring all litigation arising from the Defendants’ participation in the advertising, promotion, marketing, formulation, distribution, manufacture, supplying, labeling, sale or use of Lead Paint to an end. All Parties understand and agree that Defendants Released Parties includes each Defendant’s related entities and persons identified in this definition even though some of those persons and entities are not parties to the Santa Clara Lawsuit or are not specifically identified in this Agreement. The words Defendants Released Parties will include any Defendant’s related person or entity that may be the subject of any future complaint or lawsuit related to the advertising, promotion, marketing, formulation, distribution, manufacture, supplying, labeling, sale or use of Lead Paint. This Agreement specifically is intended so that the entity or person (in his or her relevant capacity) releasing claims and the entity or person (in his or her relevant capacity) being released are the same.

D. “Prosecuting Jurisdictions Released Parties” shall mean each Prosecuting Jurisdiction, as well as its agents, officers, employees, representatives, attorneys, assigns,

insurers, and affiliates, and all agencies, authorities and other entities within the control of a Prosecuting Jurisdiction acting in their official capacities. The definition of “Prosecuting Jurisdictions Released Parties” is intentionally defined to encompass the largest and broadest group of individuals and entities to bring all litigation arising from the Santa Clara Lawsuit to an end. All Parties understand and agree that Prosecuting Jurisdictions Released Parties includes each Prosecuting Jurisdiction’s related entities and persons identified in this definition even though some of those persons and entities are not parties to the Santa Clara Lawsuit or are not specifically identified in this Agreement. The Prosecuting Jurisdictions Released Parties, however, includes only those entities on whose behalf the Prosecuting Jurisdictions fully can release claims and have done so here. This Agreement specifically is intended so that the entity or person (in his or her relevant capacity) releasing claims and the entity or person (in his or her relevant capacity) being released are the same.

E. “Lead Paint” shall mean pigments, paints, and coatings of any kind containing any lead, and all hazards and risks related to pigments, paints, and coatings containing any lead applied in or on properties in the Prosecuting Jurisdictions, including, but not limited to, lead dust and lead in soil in or immediately around such properties, as well as the advertising, promotion, formulation, manufacture, distribution, labeling, marketing, sale, or use of such products.

F. “Costs” means all unreimbursed out-of-pocket litigation expenses arising from the Santa Clara Lawsuit.

G. “Zurich Funds” shall mean the approximately Fifteen Million Dollars and No Cents (\$15,000,000.00), plus interest equal to approximately Five Hundred and Seventy-Four Thousand Eight-Hundred Fifty-Eight Dollars and No Cents (\$574,858.00) as of June 28, 2019, in funds being held by the Court pursuant to the Stipulation for Order for Deposit Under C.C.P. 572 Order,

attached hereto and incorporated herewith as Exhibit A.

II. DISMISSAL AND RETENTION OF JURISDICTION OVER ENFORCEMENT OF AGREEMENT

A. Within five days of the execution of this Agreement, Defendants and the Prosecuting Jurisdictions shall jointly or separately move for an order staying all actions and proceedings in the case, including entry of any judgment against Defendants in the Santa Clara Lawsuit. The Parties will request that the Court grant the order no later than 15 days following the request for a stay.

B. Within five days of the execution of this Agreement, the Parties shall file a joint motion pursuant to Code of Civil Procedure Section 664.6 seeking an order that: (1) approves the Agreement; (2) enters judgment and dismisses Defendants with prejudice from the Santa Clara Lawsuit (“the Dismissal Order and Judgment”); and (3) retains jurisdiction over the Parties to enforce the terms of this Agreement and the Dismissal Order and Judgment. Before and after dismissal of the Santa Clara Lawsuit, any Party may bring a motion to enforce this Agreement.

C. The Dismissal Order and Judgment, in the form attached hereto as Exhibit B, must be granted in full and the Court must issue an order meeting all of the requirements of Paragraph B. If the Dismissal Order and Judgment are granted in the form attached hereto as Exhibit B and the Court issues an order meeting all of the requirements of Paragraph B, all Parties agree to waive any right to appeal.

D. The Court must enter the Dismissal Order and Judgment before entry of any judgment stemming from the November 14, 2017 Opinion.

III. THE OBLIGATIONS OF DEFENDANTS

A. NL PAYMENTS

In full and final satisfaction of any and all Claims, NL shall pay to the People the total

sum of One Hundred One Million, Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$101,666,666.67), as follows:

1) Within 60 calendar days after the entry of the Dismissal Order and Judgment, so long as the Dismissal Order and Judgment has not been timely challenged or appealed, NL shall make a payment in an amount equal to Twenty-Five Million Dollars and No Cents (\$25,000,000.00) (the “NL Initial Payment”) into an account held by the County of Santa Clara in trust and on behalf of all Prosecuting Jurisdictions (“Account”). This payment shall be made from funds currently held by NL, and not through any of the Zurich Funds.

2) (a) One year after the NL Initial Payment, and for a period of four years thereafter on such anniversary date, NL shall make five annual payments totaling Sixty Million Dollars and No Cents (\$60,000,000.00) in equal installments of Twelve Million Dollars and No Cents (\$12,000,000.00) per year; and (b) on the sixth anniversary of the NL Initial Payment, NL shall via the Zurich Funds cause to be made a final payment of Sixteen Million, Six Hundred, Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$16,666,666.67), (collectively, the payments contemplated in this paragraph shall be referred to as the “NL Supplemental Payments”). The NL Initial Payment and the NL Supplemental Payments are referred to as collectively, the “NL Payments.”

3) NL shall promptly make reasonable best efforts to cause Zurich American Insurance Company (“Zurich”) to agree to allow the Zurich Funds to remain with the Court, or if mutually agreed between NL and the People, to be placed into the Account and to be paid to the People on the sixth anniversary of the NL Initial Payment. To the extent the Zurich Funds and any and all accrued interest are not sufficient to cover the \$16,666,666.67 necessary for NL to make its sixth anniversary payment, NL will pay the difference necessary to make this payment.

To the extent the Zurich Funds and any and all accrued interest exceed the \$16,666,666.67 necessary for NL to make its sixth anniversary payment, the excess moneys will be paid and released to NL. The Prosecuting Jurisdictions agree to make reasonable and prompt efforts to execute releases reasonably required by Zurich to release the Zurich Funds.

4) NL will deposit Nine Million Dollars and No Cents (\$9,000,000.00) in an escrow account (the “NL Escrow”) at NL’s bank within 60 calendar days after the entry of the Dismissal Order and Judgment, which names the People as the beneficiary with NL earning all interest to act as partial security for the NL Supplemental Payments. NL has no reversionary interest in the funds in the NL Escrow unless and until NL has made all payments due under this Agreement on the timeline prescribed above. Any money paid from the Zurich Funds or the NL Escrow shall offset any amounts owed by NL.

5) NL agrees that it will not sell any of its outstanding Kronos Worldwide, Inc. (“Kronos”) stock until and unless all of its payment obligations to the People (and to Sherwin-Williams and ConAgra in the event that those Defendants pay any NL Shortfall (as defined below) under III.A.(6)) as set forth in this Agreement have been satisfied, other than the payments secured by the Zurich Funds as set forth in Section III.A(3) or the NL Escrow as set forth in Section III.A(4). If for any reason NL sells any of its Kronos stock, NL will pay directly to the People the net proceeds of any stock sale less transaction costs and taxes that will be owed, as a credit to any outstanding NL payment. If any proceeds remain, NL will pay the remainder to Sherwin-Williams and ConAgra in equal amounts in the event that Sherwin-Williams and ConAgra paid any NL Shortfall (as defined below) and such shortfall has not otherwise been paid by NL. NL shall have no further obligations with regard to the Kronos stock once it has made all payment obligations to

the People, and reimbursed any NL Shortfall (as defined below) payments made by Sherwin-Williams and ConAgra as set forth in this Agreement.

6) In the event that NL fails to timely make any of the NL Supplemental Payments (“NL Shortfall”) and does not cure its failure to make such a payment within thirty (30) calendar days, and as further provided in Sections III.A.(7), III.B.(3) and III.C.(3) of this Agreement, Sherwin-Williams and ConAgra agree to make payments, in equal amounts, up to the maximum amount of Fifteen Million Dollars and No Cents (\$15,000,000.00) each, for a combined total not to exceed Thirty Million Dollars and No Cents (\$30,000,000.00) to cover an NL Shortfall under NL’s payment terms. Sherwin-Williams’ and ConAgra’s responsibility for any and all NL Shortfall(s) is concluded once each has paid a maximum total of Fifteen Million Dollars and No Cents (\$15,000,000.00). Sherwin-Williams’ and ConAgra’s responsibilities under this provision are independent and several, such that neither Sherwin-Williams nor ConAgra shall be responsible for the other’s pro rata share of the NL Shortfall.

7) In the event of an NL Shortfall, the following processes shall apply:

a) The People shall deliver a written notice of delinquent payment to NL, copying Sherwin-Williams and ConAgra, in which the People demand payment from NL. NL shall be afforded thirty (30) calendar days to cure its delinquent payment.

b) To the extent any NL Shortfall remains then Sherwin-Williams and ConAgra shall be obligated to pay the People in equal shares up to the maximum amount of Fifteen Million Dollars and No Cents (\$15,000,000.00) each, for a combined total not to exceed Thirty Million Dollars and No Cents (\$30,000,000.00) to cover the NL Shortfall under NL’s payment terms.

c) Notwithstanding anything in Section III.A(4) or elsewhere in this Agreement to the contrary, if NL fails to make its fifth payment and fails to cure that failure within thirty (30)

calendar days of receiving such notice, NL shall withdraw funds from the NL Escrow and use those moneys to partially cover the NL Shortfall as to the fifth payment.

B. SHERWIN-WILLIAMS' PAYMENTS

In full and final satisfaction of any and all Claims, Sherwin-Williams shall make total payments equal to One Hundred One Million, Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars, and Sixty-Six Cents (\$101,666,666.66), as follows:

1) within 60 calendar days after the entry of the Dismissal Order and Judgment, so long as the Dismissal Order and Judgment has not been timely challenged or appealed, Sherwin-Williams shall make a payment of Twenty-Five Million Dollars and No Cents (\$25,000,000.00) (the “Sherwin-Williams Initial Payment”) into the Account.

2) (a) one year after the Sherwin-Williams Initial Payment, and for a period of four years thereafter, Sherwin-Williams shall make five annual payments totaling Sixty Million Dollars and No Cents (\$60,000,000.00) in equal installments of Twelve Million Dollars and No Cents (\$12,000,000.00) per year; and (b) on the sixth anniversary of the Sherwin-Williams Initial Payment, Sherwin-Williams shall make a final payment of Sixteen Million, Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars, and Sixty-Six Cents (\$16,666,666.66) (collectively, the payments contemplated in this paragraph shall be referred to as the “Sherwin-Williams Supplemental Payments”). The Sherwin-Williams Initial Payment and the Sherwin-Williams Supplemental Payments are referred to as, collectively, the “Sherwin-Williams Payments.”

3) Sherwin-Williams agrees to backstop and pay on behalf of NL, any failure by NL to make any of its payments required by this Agreement to a maximum amount of Fifteen Million Dollars and No Cents (\$15,000,000.00) as provided in Sections III.A(6) and III.A(7).

C. CONAGRA'S PAYMENTS

In full and final satisfaction of any and all Claims, ConAgra shall make total payments equal to One Hundred One Million, Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$101,666,666.67), as follows:

1) within 60 calendar days after the entry of the Dismissal Order and Judgment, so long as the Dismissal Order and Judgment has not been timely challenged or appealed, ConAgra shall make a payment of Twenty-Five Million Dollars and No Cents (\$25,000,000.00) (the "ConAgra Initial Payment") into the Account.

2) (a) one year after the ConAgra Initial Payment, and for a period of four years thereafter, ConAgra shall make five annual payments totaling Sixty Million Dollars and No Cents (\$60,000,000.00) in equal installments of Twelve Million Dollars and No Cents (\$12,000,000.00) per year; and (b) on the sixth anniversary of the ConAgra Initial Payment, ConAgra shall make a final payment of Sixteen Million, Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$16,666,666.67) (collectively, the payments contemplated in this paragraph shall be referred to as the "ConAgra Supplemental Payments"). The ConAgra Initial Payment and the ConAgra Supplemental Payments are referred to as, collectively, the "ConAgra Payments."

3) ConAgra agrees to backstop and pay on behalf of NL, any failure by NL to make any of its payments required by this Agreement to a maximum amount of Fifteen Million Dollars and No Cents (\$15,000,000.00) as provided in Sections III.A(6) and III.A(7).

The NL Payments, Sherwin-Williams Payments and the ConAgra Payments are referred to collectively, as the "Consideration." If any of the Consideration is not timely paid, the People shall immediately notify all Parties of the non-payment and any Defendant not timely making

payment shall have the time permitted in this Agreement to cure such non-payment.

D. THE PAYMENTS

1) Within 60 calendar days after the entry of the Dismissal Order and Judgment, so long as the Dismissal Order and Judgment has not been timely challenged or appealed, the NL Initial Payment, Sherwin-Williams Initial Payment, and the ConAgra Initial Payment shall be paid into the Account. By completing its full obligations under this Agreement, each Defendant will be deemed to have abated any public nuisance asserted in the Santa Clara Lawsuit. Defendants shall have no obligation, liability, or responsibility with respect to the administration, distribution or use of all or any portion of the Consideration by the Prosecuting Jurisdictions. Except as set forth in Sections III.A(6), III.A(7), III.B(3) and III.C(3), each Defendant is responsible for a maximum amount of One Hundred One Million, Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$101,666,666.67) only and has no responsibility or liability for non-payment of any amount by another Defendant. The total payments by all Defendants under this Agreement shall be Three Hundred Five Million Dollars and No Cents (\$305,000,000.00). This Agreement remains fully valid and effective for each Defendant that has paid its share when due, despite non-payment by any other Defendant.

2) In the event any person files an appeal, a challenge, or a petition for a writ of mandate challenging the Dismissal Order and Judgment, or the Court does not enter the Dismissal Order and Judgment in full, Defendants' payment obligations are suspended. In the event of an appeal, a challenge, or petition for writ of mandate, Defendants shall pay within sixty (60) calendar days after the Dismissal Order and Judgment are final.

3) The Parties agree, individually and collectively, they will oppose any third-party request to seek to appeal, file a writ of mandate, object, or otherwise prevent the Dismissal Order and Judgment from becoming final.

E. RECEIVER FEES AND COSTS

Defendants each agree to pay one-third of all fees and costs incurred by the Receiver, as of the date the Dismissal Order and Judgment is entered.

F. PUBLIC RECORDS REQUESTS

Defendants agree that neither they nor any of the Defendants Released Parties shall file any requests for records under the California Public Records Act or any other similar statute seeking records from the Prosecuting Jurisdictions related in any way to the Santa Clara Lawsuit, Lead Paint, persons who may have been harmed by Lead Paint, and activities related to the abatement of Lead Paint, until and unless a lawsuit is filed against Defendant Released Parties related, in any way, to Lead Paint. Defendants further agree that they shall cause any pending requests from Defendants or Defendants Released Parties to be withdrawn so that such requests need not be responded to in any manner by the Prosecuting Jurisdictions.

G. DEFENDANTS' RELEASE

Once the Dismissal Order and Judgment is final, Defendants release the Prosecuting Jurisdictions, including their agents, officers, employees, representatives, and attorneys each in their official capacity, and assigns, insurers, and affiliates from all Claims and defenses related to Lead Paint in the Prosecuting Jurisdictions, whether known or unknown, that Defendants have, could have, or in the future could raise in the Santa Clara Lawsuit or any other lawsuit against the Prosecuting Jurisdictions arising out of the Claims and defenses in the Santa Clara Lawsuit. This release includes any currently pending claims or suits brought by Defendants or their agents, including but not limited to the judgment and writ in Coogan v. Alameda County Healthy Homes Department et al., Alameda County Superior Court Case No. RG18906518, related to receipt of or access to public records related to Lead Paint, the Santa Clara Lawsuit, or any and all issues related to lead paint, including any right to receive attorney's fees in such cases. Defendants

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hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, claim, sue or cause, assist, or permit to be brought, filed, or claimed, in any forum whatsoever, any claim regarding or in any way related to Lead Paint or the Santa Clara Lawsuit against the Prosecuting Jurisdictions Released Parties except as noted in Section III.F. Defendants further agree that this Agreement is, will constitute, and may be pleaded as a complete bar to any such claim, action, cause of action, or proceeding other than one arising out of any of Claimants' breach of their obligations under this Agreement. Defendants shall pay their own costs and legal fees in the Santa Clara Lawsuit. Defendants waive all claims for contribution and equitable indemnity against: (i) any property owner or resident arising from that property owner's or resident's participation in lead abatement activities or programs related to the Santa Clara Lawsuit, (ii) any property owner or resident arising from that homeowner's or resident's receipt of benefits funded in whole or in part by the Consideration; and (iii) any former property owner or resident of a property for which abatement is funded in whole or in part by the Consideration. Notwithstanding the foregoing, in the event any person or entity initiates a new lawsuit or Claim related to Lead Paint against Defendants or the Defendants Released Parties, the foregoing releases and waivers by Defendants shall be null and void as to that person or entity, and Defendants shall have the right to assert any claims, counter-claims, cross-claims, and defenses they may have against such person or entity. If the Dismissal Order or Judgment is reversed, vacated, set aside, declared invalid or void, the release provided by Defendants herein shall be null and void.

Defendants' release of the Claimants' insurance companies is limited to the Santa Clara Lawsuit and no release of any kind is provided to Defendants' own insurance companies (or those of their predecessors) in their role as insurers of the Defendant (or their predecessors) who

purchased or who is named in any policy, contract of insurance, or any other agreement such insurers have or may have with any Defendant.

Defendants expressly reserve their right to seek contribution, subrogation, or indemnity from any person or entity that is not a Party or not otherwise receiving a release under this Agreement.

Defendants covenant not to bring, file, claim, sue or cause, assist, or permit to be brought, filed, or claimed, in any forum whatsoever, and waive, discharge and release each other and all of their respective past, present and future actual or alleged predecessors, successors, divisions, shareholders, agents, directors, officers, principals, employees, representatives, attorneys, assigns and affiliates (including, but not limited to, parent corporations and subsidiaries) from all damages, losses, debts, claims, demands, charges, grievances, liabilities, obligations, actions, causes of action, rights, costs, attorneys' fees, consultants' fees, experts' fees, expenses, and defenses that such Defendant ever had, now has or may have asserted against one another based upon or arising out of the facts, acts, conduct, omissions, transactions, occurrences, contracts, claims, events, causes, matters or things of any conceivable kind or character existing or occurring or claimed to exist or to have occurred in the Santa Clara Lawsuit or related to Lead Paint in the Prosecuting Jurisdictions including but not limited to all claims for equitable indemnity, comparative indemnification, comparative fault, contribution, reimbursement, equitable, or declaratory relief, except that in the event of any NL Shortfall that causes Sherwin-Williams or ConAgra to pay any money to the People, Sherwin-Williams and ConAgra do not release NL or any of its past, present and future actual or alleged predecessors, successors, divisions, shareholders, agents, directors, officers, principals, employees, representatives, attorneys, assigns and affiliates (including, but not limited to, parent corporations and

subsidiaries) (collectively “NL Released Parties”) from any claims they may have against the NL Released Parties. In the event of any NL Shortfall that causes Sherwin-Williams or ConAgra to pay any money to the People, Sherwin-Williams and ConAgra preserve and shall have their right to pursue claims including but not limited to equitable indemnity, comparative indemnification, comparative fault, contribution, reimbursement, equitable, or declaratory relief against the NL Released Parties not limited to the amount of the NL Shortfall paid by Sherwin-Williams or ConAgra, and the NL Released Parties do not release any defenses to such claims and NL denies the validity of any such claims. For one time only, in the event that NL, within nine (9) months, reimburses Sherwin-Williams and ConAgra for the full amount of any payment made to cover an NL Shortfall, plus interest at 8% per year from the date of the NL Shortfall, plus costs and reasonable attorneys’ fees, including but not limited to those fees incurred in filing and prosecuting any suit against the NL Released Parties, the foregoing releases to the NL Released Parties shall be reinstated. For avoidance of doubt, the release among Defendants is limited to the Santa Clara Lawsuit and does not extend to other lawsuits currently pending or that might be filed in the future against Defendants related to Lead Paint. Defendants also agree to release and not bring any further claims against each other’s insurance companies related to the Santa Clara Lawsuit or Lead Paint in the Prosecuting Jurisdictions, but no release of any kind is provided to their own insurance companies in their role as insurers of the Defendant, or any actual or alleged predecessor of the Defendant, who purchased or who is named in any policy, contract of insurance, or any other agreement such insurers have or may have with any Defendant.

IV. THE OBLIGATIONS OF THE CLAIMANTS

A. USE OF THE CONSIDERATION

The Prosecuting Jurisdictions shall make reasonable efforts to ensure that the Consideration is used to address public health hazards, bodily injury, personal injuries, and

property damage related to Lead Paint, including, but not limited to, the reimbursement of costs already incurred in connection with abatement activities engaged in by the Prosecuting Jurisdictions. Such efforts include but are not limited to: (1) developing or enhancing programs that abate Lead Paint from housing, particularly housing occupied by low-income individuals; (2) providing services to individuals, particularly children, who have been exposed to Lead Paint; (3) educating the public about hazards caused by Lead Paint, and the best means of avoiding exposure to and remediating the harms caused by Lead Paint, including the availability of funding for lead abatement; and/or (4) costs and attorney's fees incurred in pursuing the Santa Clara Lawsuit. Consistent with the Prosecuting Jurisdictions' legal services agreements with outside counsel, 17.225% of the Consideration may be used to pay the legal fees of the Prosecuting Jurisdictions' outside counsel. Up to \$15 million of the Consideration may also be used to pay for the time and administrative expenses of the Prosecuting Jurisdictions' public attorneys and staff; and the Consideration may also be used to pay Costs. No funds or money paid by Sherwin-Williams shall be used by the Prosecuting Jurisdictions in any manner to pay for or reimburse any legal fees or costs or public attorney time or expenses. To the extent the Consideration is used for such legal fees, costs, attorney time, or expenses, those costs shall be allocated evenly between the money paid by NL and ConAgra.

B. CLAIMANTS' RELEASE

Once the Dismissal Order and Judgment is final, the Claimants on behalf of themselves and on behalf of all of their past, present and future elected and unelected officials and bodies, predecessors, successors, divisions, members, agents, directors, officers, principals, employees, representatives, attorneys, assigns, insurers, and affiliates, and all agencies, authorities and other entities within the control of a Prosecuting Jurisdiction—but not any other persons or entities

whom Claimants have no authority to bind—release Defendants Released Parties from all Claims and defenses related to Lead Paint in the Prosecuting Jurisdictions, whether known or unknown, that Claimants have, could have, or in the future could raise in the Santa Clara Lawsuit or any other lawsuit arising out of the Claims and defenses in the Santa Clara Lawsuit including, but not limited to, the inspection, testing and abatement of Lead Paint. Claimants do hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, claim, sue or cause, assist, or permit to be brought, filed, or claimed, in any forum whatsoever, any Claim against the Defendants Released Parties regarding or in any way related to Lead Paint or the Santa Clara Lawsuit. For avoidance of doubt, Claimants agree that payment under and full compliance with this Agreement by the Defendants fully and completely resolves Defendants’ past, present and future liability related to the public nuisance asserted in the Santa Clara Lawsuit and abates the public nuisance. Claimants further agree that this Agreement is, will constitute, and may be pleaded as a complete bar to any such Claim, action, cause of action, or proceeding other than one arising out of any Defendant’s breach of its obligations under this Agreement. For the avoidance of doubt, Claimants’ release of Claims does not extend to hazards on real property on which Lead Paint was manufactured, processed, or warehoused by Defendants or Defendants Released Parties.

Aside from the legal fees and costs provided for in this Agreement, the Claimants agree not to seek further costs or legal fees for outside counsel or the public attorneys from the Defendants Released Parties related to the Santa Clara Lawsuit.

C. POST-AGREEMENT ADDITIONAL FUNDING

If, at any time before the Consideration is fully paid, any Prosecuting Jurisdiction passes or enacts any tax, fee, cost, assessment, law, regulation or other requirement, or files any lawsuit, claim, or administrative proceeding that requires Defendants to pay any additional monies related to Lead Paint or the Santa Clara Lawsuit to that Prosecuting Jurisdiction, each Defendant

which actually paid additional monies will receive a credit for the amount of such additional monies from the Consideration paid or to be paid to that Prosecuting Jurisdiction.

The Prosecuting Jurisdictions represent that they do not have any knowledge of any intended lawsuit, claim, regulation or legislation targeting Defendants' historical manufacture, sale, or promotion of Lead Paint.

D. FUTURE LITIGATION

Except as required by law, the Prosecuting Jurisdictions agree that they will not provide confidential attorney work product to any third parties in any litigation involving Lead Paint against Defendants. The Prosecuting Jurisdictions represent they do not have any intent to participate in or assist with any other person in any additional suit, action, or Claim against the Defendants.

V. NO THIRD PARTY INSURANCE BENEFICIARY

This Agreement does not release any claim that any Defendant may have against its own insurers with respect to the insurer's obligations to that Defendant pursuant to, arising under or derived from any policy, contract of insurance, or any other agreement such insurer has or may have with that Defendant or any actual or alleged predecessor in interest to that Defendant.

VI. CALIFORNIA CIVIL CODE SECTION 1542

The Prosecuting Jurisdictions and Defendants collectively, and each individually, acknowledge that they are familiar with Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

With full awareness and understanding of the above provision with respect to the Released Claims, Claimants, acting by and through city attorneys and county counsel for the Prosecuting Jurisdictions, and Defendants waive and relinquish any and all rights and benefits that they may have under California Civil Code Section 1542, or the law of any other state or jurisdiction, or common law principle, to the same or similar effect. Claimants and Defendants understand that the facts with respect to which this and all additional agreements are entered into may be materially different from those the parties now believe to be true. Claimants and Defendants accept and assume this risk, and agree that the release in this and any additional agreements shall remain in full force and effect, and legally binding, notwithstanding the discovery or existence of any additional or different facts, or any claims with respect to those facts.

VII. MISCELLANEOUS

A. This Agreement contains the entire agreement by and between the Parties with respect to the subject matter hereof and except as otherwise provided herein shall not be modified, altered, amended, or vacated without the prior written consent of all Parties. This Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements between the Parties. This Agreement merges and supersedes all prior discussions, oral or written agreements and understandings of every kind and nature among and between the Parties regarding the subject matter contained herein.

B. Each of the Parties specifically warrants and represents to the other Parties that it has full authority to enter into this Agreement, which Agreement constitutes a legal, valid and binding obligation of such Party. The Claimants specifically warrant and represent that they (i) are the owners and holders of the Claims; (ii) have not sold, assigned or otherwise transferred the Claims or any portion thereof or rights relating thereto to any third party; and (iii) bind all persons and entities with an interest in the Santa Clara Lawsuit to the extent authorized by law through

this Agreement. Each of the Parties specifically warrants and represents that it has been fully informed of the terms, contents, conditions, and effects of this Agreement, that it has had a full and complete opportunity to discuss this Agreement, including the release, with its attorney or attorneys, that it is not relying in any respect on any statement or representation made by any other Party except as expressly contained in this Agreement, and that no promise or representation of any kind has been made to such Party separate and apart from what is expressly contained in this Agreement. Each person who signs this Agreement represents and warrants that he/she has full authority to sign this Agreement on behalf of the party he/she is identified to represent.

C. Should any additional instruments be necessary or desirable to accomplish the purposes of this Agreement, such additional instruments shall be promptly executed and delivered upon the request of the other Parties.

D. The representations set forth herein shall survive the completion of all actions contemplated herein. Other provisions hereof which require action after execution hereof shall survive the execution hereof.

E. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without regard to the choice of law principles of the State of California. For purposes of construing this Agreement, none of the Parties shall be deemed to have been the drafter of the Agreement.

F. The Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Agreement and shall have the authority to enforce the terms of this Agreement.

G. Facsimile or other electronic copies of signatures on this Agreement are acceptable, and a facsimile or other electronic copy of a signature on this Agreement is deemed an original.

H. This Agreement shall be binding upon and inure to the benefit of all successors and assigns of each of the Parties to this Agreement and survives any mergers or acquisitions.

I. The Parties acknowledge that this Agreement represents a compromise of disputed claims and is not an admission of liability by any Party nor is it or any of its provisions to be construed as an admission for any purpose, including, but not limited to, an admission of any violation or liability under any federal, state, or local statute, ordinance, or regulation, in effect now or in the future, or any duty allegedly owed by one Party to the other. The Parties agree that the covenants, releases, and assignments contained in this Agreement, and waivers given by the Defendants Released Parties pursuant to this Agreement, are not to be construed as an admission of any nuisance, product liability, strict liability, negligence, wantonness, willful misconduct, breach of contract, breach of any duty, liability, intentional misconduct, gross negligence, knowledge, or fault of any kind whatsoever by the Parties, but are to be construed strictly as a compromise of, and agreement to resolve, all disputes between the Parties to this Agreement for the purpose of avoiding further controversy, litigation, and expense.

J. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

K. Each Party represents and warrants that, to the extent necessary, this Agreement has been duly and validly authorized and formally approved by all requisite official action, that no further action is necessary to make this Agreement valid and binding on that Party, and that the Party representative who signs this Agreement is authorized to bind that Party through his or her signature below. Before entry of the Dismissal Order and Judgment, each Prosecuting Jurisdiction shall provide reasonable evidence of its formal approval of this Agreement.

L. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party shall be in writing and shall apply to the specific instance expressly stated.

M. Whenever notice under the terms of this Agreement, notice, correspondence, payment, or other written communication or information is required to be submitted or forwarded by one Party to another, it shall be directed to the individuals at the addresses specified below by certified mail/return receipt requested, unless those individuals or their successors give written notice to the other Party of another individual designated to receive such communications.

As to the People and the Prosecuting Jurisdictions:

Greta S. Hansen
Office of the County Counsel
County of Santa Clara
70 W. Hedding Street East Wing 9th Floor
San Jose, CA 95110

Owen J. Clements
Office of the City Attorney
City and County of San Francisco
1390 Market Street, 7th Floor
San Francisco, CA 94102

Andrew Massey
Office of the County Counsel
County of Alameda
1221 Oak Street, Suite 450
Oakland, CA 94612-4296

Robert E. Ragland
Office of the County Counsel
County of Los Angeles
500 West Temple Street, Suite 648
Los Angeles, CA 90012

William M. Litt
Office of the County Counsel
County of Monterey
Deputy County Counsel

168 West Alisal Street, Third Floor
Salinas, CA 93901-2439

Erin Bernstein
Office of the City Attorney
City of Oakland
One Frank H. Ogawa Plaza, 6th Floor
Oakland, CA 94612

Mark Ankcorn
Office of the City Attorney
City of San Diego
1200 Third Avenue, Suite 1100
San Diego, CA 92101

Rebecca M. Archer
Office of the County Counsel
County of San Mateo
400 County Center, 6th Floor
Redwood City, CA 94063-1662

Bernadette Curry
Office of the County Counsel
County of Solano
675 Texas Street, Suite 6600
Fairfield, CA 94533

Eric Walts
Office of the County Counsel
County of Ventura
800 S. Victoria Avenue L/C #1830
Ventura, CA 93009

As to NL:

Courtney Riley
NL Industries, Inc.
Three Lincoln Centre
5430 LBJ Freeway, Suite 1700
Dallas, TX 75240-2697

As to Sherwin-Williams:

The Sherwin-Williams Company
Attn: Mary Garceau
101 W. Prospect Avenue

Cleveland, OH 44115

With a copy to:

Leon F. DeJulius, Jr.
Jones Day
500 Grant Street, Suite 4500
Pittsburgh, PA 15219

As to ConAgra:

ConAgra Grocery Products Co., LLC
Attn: General Counsel
222 Merchandise Mart Plaza, Suite 1300
Chicago, IL 60654
Legal.notices@Conagra.com

With a copy to:

Allen J. Ruby
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, CA 94301

N. This Agreement may be executed in counterparts, each of which is deemed an original, but when taken together constitute one and the same document.

O. This Agreement, and the obligations of the Parties hereunder, shall take full force and effect upon execution by the Parties.

P. The Parties acknowledge that this Agreement and the sums paid hereunder by or on behalf of the Defendants Released Parties are made in good faith within the meaning of any relevant contribution and indemnification statutes and are intended to operate as a discharge of all claims brought against the Defendants Released Parties by any tortfeasor sued by Claimants or by any other person for the alleged actions or omissions of Defendants giving rise to the Claims brought in the Santa Clara Lawsuit except as noted in Section III.G as it relates to any shortfall in NL's payments.

IN WITNESS WHEREOF and in agreement herewith, the Parties have executed and delivered this Agreement as of July 10, 2019.

REMAINDER OF PAGE INTENTIONALLY BLANK SIGNATURES ON FOLLOWING PAGES

NL INDUSTRIES, INC

BY: 
Courtney Riley
President

THE SHERWIN-WILLIAMS COMPANY

BY: _____

CONAGRA GROCERY PRODUCTS COMPANY

BY: _____

COUNTY OF LOS ANGELES

BY: _____

County Counsel, Duly Authorized

COUNTY OF MONTEREY

BY: _____

County Counsel, Duly Authorized

CITY OF OAKLAND

BY: _____

City Attorney, Duly Authorized

NL INDUSTRIES, INC

BY: _____

Courtney Riley

President

THE SHERWIN-WILLIAMS COMPANY

BY: 
Senior VP- Finance and CFO

CONAGRA GROCERY PRODUCTS COMPANY

BY: _____

NL INDUSTRIES, INC

BY: _____

Courtney Riley

President

THE SHERWIN-WILLIAMS COMPANY

BY: _____

CONAGRA GROCERY PRODUCTS COMPANY

BY: _____

Chris Powell
Authorized Representative

NL INDUSTRIES, INC

BY: _____
COURTNEY RILEY, President

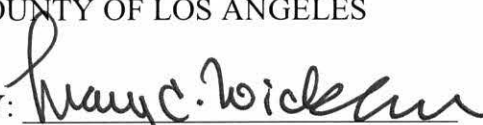
THE SHERWIN-WILLIAMS COMPANY

BY: _____

CONAGRA GROCERY PRODUCTS COMPANY

BY: _____

COUNTY OF LOS ANGELES

BY: 
MARY C. WICKHAM
County Counsel, Duly Authorized

COUNTY OF MONTEREY

BY: _____

County Counsel, Duly Authorized

CITY OF OAKLAND

BY: _____

City Attorney, Duly Authorized

CITY OF SAN DIEGO

BY: _____

City Attorney, Duly Authorized

NL INDUSTRIES, INC

BY: _____

Courtney Riley
President

THE SHERWIN-WILLIAMS COMPANY

BY: _____

CONAGRA GROCERY PRODUCTS COMPANY

BY: _____

COUNTY OF LOS ANGELES

BY: _____

County Counsel, Duly Authorized

COUNTY OF MONTEREY

BY: *Charles J. McKee*
Charles J. McKee
County Counsel, Duly Authorized

CITY OF OAKLAND

BY: _____

City Attorney, Duly Authorized

NL INDUSTRIES, INC

BY: _____

Courtney Riley

President

THE SHERWIN-WILLIAMS COMPANY

BY: _____

CONAGRA GROCERY PRODUCTS COMPANY

BY: _____

COUNTY OF LOS ANGELES

BY: _____


County Counsel, Duly Authorized

COUNTY OF MONTEREY

BY: _____

County Counsel, Duly Authorized

CITY OF OAKLAND

BY: 
Barbara J. Parker

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CITY OF SAN DIEGO

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Mara W. Elliott

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CITY AND COUNTY OF SAN FRANCISCO

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COUNTY OF VENTURA

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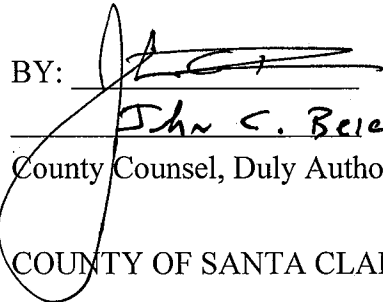
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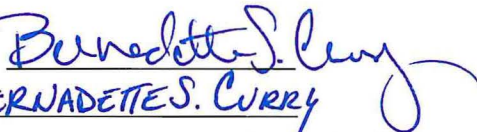
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BY: 
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County Counsel, Duly Authorized

COUNTY OF SANTA CLARA

BY: _____

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COUNTY OF SOLANO

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County Counsel, Duly Authorized

COUNTY OF VENTURA

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LERoy SMITH
COUNTY COUNSEL, Duly Authorized

COUNTY OF ALAMEDA

BY: 
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EXHIBIT A

E-FILED

Jan 22, 2015 7:52 AM

David H. Yamasaki

Chief Executive Officer/Clerk

Superior Court of CA, County of Santa Clara

Case #1-14-CV-259924 Filing #G-69207

By R. Walker, Deputy

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9 Attorneys for Plaintiff Zurich American Insurance Company

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SANTA CLARA**

12 ZURICH AMERICAN INSURANCE
13 COMPANY, as successor-in-interest to Zurich
Insurance Company, U.S. Branch, by
14 operation of law,

15 Plaintiff,

16 vs.

17 THE PEOPLE OF THE STATE OF
CALIFORNIA, acting by and through County
18 Counsels of Santa Clara, Alameda, Los
Angeles, Monterey, San Mateo, Solano, and
19 Ventura Counties and the City Attorneys of
Oakland, San Diego, and San Francisco; THE
20 COUNTY OF SANTA CLARA; THE
COUNTY OF ALAMEDA; THE COUNTY
21 OF LOS ANGELES; THE COUNTY OF
MONTEREY; THE COUNTY OF SAN
22 MATEO; THE COUNTY OF SOLANO; THE
COUNTY OF VENTURA; THE CITY OF
23 OAKLAND; THE CITY OF SAN DIEGO;
THE CITY AND COUNTY OF SAN
24 FRANCISCO; VALERIE CHARLTON, Chief
of the California Department of Health
25 Services' Childhood Lead Poisoning
Prevention Branch; NL INDUSTRIES, INC.;
26 AND DOES 1 THROUGH 50, INCLUSIVE,

27 Defendants.

Case No. 114CV2599924

The Honorable Peter H. Kirwan, Dept. 1

**STIPULATION FOR ORDER FOR
DEPOSIT UNDER C.C.P. SECTION 572;
~~[PROPOSED]~~ ORDER**

ACTION FILED: January 31, 2014

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1 Plaintiff, Zurich American Insurance Company (“Zurich”), and Defendant NL Industries,
2 Inc. (“NL”) are the sole parties to certain insurance contracts (“the Policies”) that may provide
3 coverage for a Judgment in another action, The People of the State of California v. Atlantic
4 Richfield Co., et al., Case No. 1-00-CV-788657, on appeal Case No. H040880 (the “Santa Clara
5 Action”). The Santa Clara Action is now on appeal. In order to avoid further litigation pertaining
6 to the Policies while the Judgment in the Santa Clara Action is on appeal, NL and Zurich hereby
7 agree and stipulate that the Court may enter the following order in this action:

- 8 1. Zurich shall deposit with the Clerk of this Court or as this Court otherwise directs:
 - 9 a. The \$ 15,000,000 combined "products-completed operations" aggregate limits
10 of the Zurich policies placed at issue in this matter within seven (7) business
11 days from the date this Order is entered;
 - 12 b. Any statutory costs awarded in favor of the People of the State of California
13 and against NL pursuant to the Amended Judgment (“Judgment”) entered in
14 January 27, 2014 in the case captioned The People of the State of California v.
15 Atlantic Richfield Co., et al., Case No. 1-00-CV-788657, on appeal Case No.
16 H040880 (the “Santa Clara Action”) not later than 30 days after entry of a final
17 non-appealable order awarding any such costs; and
 - 18 c. Any accrued post-judgment interest on the Judgment through January 31, 2014,
19 to the extent any such post-judgment interest is determined to be owed by NL
20 on the Judgment in the Santa Clara Action, not later than 30 days after entry of
21 a final non-appealable order awarding any such post-judgment interest.
- 22 2. The sums deposited with this Court may be paid, released or disbursed only as
23 follows:
 - 24 a. Upon (i) affirmance of the Judgment as to NL; (ii) issuance of any remittitur;
25 and (iii) exhaustion of all review in the United States Supreme Court or the
26 expiration of the time to do so, the sums on deposit with the Court shall be
27 disbursed into the abatement fund proposed in the Judgment, or disbursed as
28

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may otherwise be ordered, adjudicated, or directed by court in the Santa Clara Action, the California Appellate Court or the California Supreme Court, whichever is the court of final resort. If any remittitur results in a Judgment against NL for less than \$15 million, then the remitted amount shall be disbursed from the sums on deposit with the Court subject to the above provisions of this paragraph and the balance of the sums on deposit with the Court shall be disbursed to Zurich.

b. Upon reversal or vacation of the Judgment as to NL and the exhaustion of all review in the United States Supreme Court or the expiration of the time to do so, the sums on deposit with the Court shall be disbursed to Zurich.

3. This Court will maintain sole and exclusive jurisdiction over disputes concerning the amounts deposited with this Court and no party to this case may take any action as to it in any other court, forum, or extrajudicially.

DATED: Janaury 21, 2015

**SINNOTT, PUEBLA,
CAMPAGNE & CURET, APLC**

By: /s/ Debra R. Puebla
DEBRA R. PUEBLA
MARY E. GREGORY
*Attorneys for Plaintiff Zurich American Insurance
Company*

DATED: Janaury 21, 2015

**MECKLER BULGER TILSON MARICK &
PEARSON LLP**

By: /s/ Michael M. Marick
MICHAEL M. MARICK
JAMES H. KALLIANIS, JR.
*Attorneys for Plaintiff Zurich American Insurance
Company*

1 DATED: January 21, 2015

McMANIS FAULKNER

2
3 By: /s/ William Faulkner

JAMES McMANIS
WILLIAM FAULKNER

Attorneys for Defendant NL Industries, Inc.

4
5
6 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED NUNC PRO TUNC TO**
7 **JANUARY 31, 2014:**

- 8 1. Zurich shall deposit with the Clerk of this Court or as this Court otherwise directs:
 - 9 a. The \$ 15,000,000 combined "products-completed operations" aggregate limits
 - 10 of the Zurich policies placed at issue in this matter within seven (7) business
 - 11 days from the date this Order is entered;
 - 12 b. Any statutory costs awarded in favor of the People of the State of California
 - 13 and against NL pursuant to the Amended Judgment ("Judgment") entered in
 - 14 January 27, 2014 in the case captioned The People of the State of California v.
 - 15 Atlantic Richfield Co., et al., Case No. 1-00-CV-788657, on appeal Case No.
 - 16 H040880 (the "Santa Clara Action") not later than 30 days after entry of a final
 - 17 non-appealable order awarding any such statutory costs; and
 - 18 c. Any accrued post-judgment interest on the Judgment through January 31, 2014,
 - 19 to the extent any such post-judgment interest is determined to be owed by NL
 - 20 on the Judgment in the Santa Clara Action, not later than 30 days after entry of
 - 21 a final non-appealable order awarding any such post-judgment interest.
- 22 2. The sums deposited with this Court may be paid, released or disbursed only as
 - 23 follows:
 - 24 a. Upon (i) affirmance of the Judgment as to NL; (ii) issuance of any remittitur;
 - 25 and (iii) exhaustion of all review in the United States Supreme Court or the
 - 26 expiration of the time to do so, the sums on deposit with the Court shall be
 - 27 disbursed into the abatement fund proposed in the Judgment, or disbursed as
 - 28


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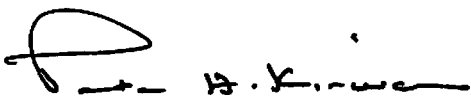
1 may otherwise be ordered, adjudicated, or directed by court in the Santa Clara
2 Action, the California Appellate Court or the California Supreme Court,
3 whichever is the court of final resort. If any remittitur results in a Judgment
4 against NL for less than \$15 million, then the remitted amount shall be
5 disbursed from the sums on deposit with the Court subject to the above
6 provisions of this paragraph and the balance of the sums on deposit with the
7 Court shall be disbursed to Zurich.

8 b. Upon reversal or vacation of the Judgment as to NL and the exhaustion of all
9 review in the United States Supreme Court or the expiration of the time to do
10 so, the sums on deposit with the Court shall be disbursed to Zurich.

11 3. This Court will maintain sole and exclusive jurisdiction over disputes concerning
12 the amounts deposited with this Court and no party to this case may take any action
13 as to it in any other court, forum, or extrajudicially.

14 **IT IS SO ORDERED.**

15 DATED: 1/21, 2015 



Hon. Peter H. Kirwan
Judge of the Superior Court

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EXHIBIT B

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SANTA CLARA**
13

14 THE PEOPLE OF THE STATE OF
CALIFORNIA, acting by and through Santa
15 Clara County Counsel James R. Williams;
San Francisco City Attorney Dennis Herrera;
16 Alameda County Counsel Donna R. Ziegler;
Los Angeles County Counsel Mary Wickam;
17 Monterey County Counsel Charles McKee;
Oakland City Attorney Barbara Parker; San
18 Diego City Attorney Mara Elliott; San Mateo
County Counsel John C. Beiers; Solano
19 County Counsel Dennis Bunting; and Ventura
County Counsel Leroy Smith,

20 Plaintiff,

21 v.

22 CONAGRA GROCERY PRODUCTS, *et al.*,

23 Defendants.
24

CASE NO. 1-00-CV-788657

**JOINT MOTION FOR JUDGMENT
OF DISMISSAL WITH PREJUDICE;
REQUEST FOR RETENTION OF
JURISDICTION FOR
ENFORCEMENT; [PROPOSED]
ORDER AND JUDGMENT**

25 Upon an Agreement and Full and Complete Release entered into by all parties (attached
26 hereto as Exhibit A), and pursuant to California Rule of Court 3.1385, Plaintiff, the People of the
27 State of California, and Defendants ConAgra Grocery Products, Inc., NL Industries, Inc., and
28 The Sherwin-Williams Company hereby move the Court to enter judgment dismissing all

1 Defendants with prejudice from this action in its entirety. For purposes of clarity, the parties
2 stipulate that this judgment of dismissal resolves Defendants' past, present, and future liability for
3 public nuisance arising from lead paint, lead pigment, or lead dust in the Prosecuting
4 Jurisdictions.

5 All parties hereby request that, pursuant to Code of Civil Procedure § 664.6, this Court
6 retain jurisdiction over the parties and this matter to enforce, and to resolve all disputes
7 concerning, the Agreement and Full and Complete Release.

8 Dated: July 17, 2019

By: /s/ Greta S. Hansen

James R. Williams (SBN 271253)

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16 Dated: July 17, 2019:

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21 Dated: July 17, 2019

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Dated: July 17, 2019

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CONAGRA GROCERY PRODUCTS
COMPANY

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By: /s/ William Faulkner
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Attorneys for Defendant
NL INDUSTRIES, INC.

Request for Continued Jurisdiction By Authorized Representatives of Each Party

The undersigned authorized representatives of each party in this action hereby request that this Court retain jurisdiction over the parties and this matter to enforce, and to resolve all disputes concerning, the Agreement and Full and Complete Release pursuant to Code of Civil Procedure § 664.6.

Dated: July 17, 2019

By: /s/ James R. Williams
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Dated: July 17, 2019

By: /s/ Dennis Herrera
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1 Dated: July 17, 2019

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5 Dated: July 17, 2019

By: /s/ Mary C. Wickham
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9 Dated: July 17, 2019

By: /s/ Charles J. McKee
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14 Dated: July 17, 2019

By: /s/ Barbara J. Parker
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18 Dated: July 17, 2019

By: /s/ Mara W. Elliott
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23 Dated: July 17, 2019

By: /s/ John C. Beiers
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Dated: July 17, 2019

By: /s/ Bernadette Curry
Bernadette Curry, County Counsel
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Dated: July 17, 2019

By: /s/ Leroy Smith
Leroy Smith, County Counsel
**OFFICE OF THE COUNTY COUNSEL
COUNTY OF VENTURA**
800 S. Victoria Avenue L/C #1830
Ventura, CA 93009
Telephone: (805) 654-2580
Facsimile: (805) 654-2185

Dated: July 17, 2019

By: /s/ John Lebold
John Lebold, Associate General Counsel
Authorized Representative
THE SHERWIN-WILLIAMS COMPANY

Dated: July 17, 2019

By: /s/ Carey Bartell
Carey Bartell, Vice President & Chief Counsel
Authorized Representative
**CONAGRA GROCERY PRODUCTS
COMPANY**

Dated: July 17, 2019

By: /s/ John Powers
John Powers, General Counsel
Authorized Representative
NL INDUSTRIES, INC.

1 **ORDER AND JUDGMENT**

2 Upon consideration of the Joint Motion for Judgment of Dismissal with Prejudice, and
3 good cause appearing, IT IS HEREBY ORDERED:

4 1 The Court finds that each County Counsel or City Attorney of each Prosecuting
5 Jurisdiction was duly authorized under Section 731 of the Code of Civil Procedure to bring this
6 public nuisance action on behalf of the People of the State of California, each County Counsel
7 and City Attorney adequately and effectively represented the People, the Prosecuting
8 Jurisdictions and the public in litigating this action zealously, and each Prosecuting Jurisdiction
9 has approved the Agreement and Full and Complete Release, attached as Exhibit A, in
10 accordance with its required procedures.

11 2. The parties' Agreement and Full and Complete Release, attached as Exhibit A, is
12 approved.

13 3. This action is dismissed with prejudice as to all parties.

14 4. All parties are to bear their own attorneys' fees and costs except as set forth in the
15 Agreement and Full and Complete Release.

16 5. This dismissal constitutes a final judgment on the merits and bars subsequent
17 litigation of all issues which were or could have been raised, including but not limited to any
18 successive action for public nuisance, as set forth in the Agreement and Full and Complete
19 Release.

20 6. This Court retains jurisdiction over the parties and this matter to enforce, and to
21 resolve any disputes concerning, the Agreement and Full and Complete Release and this Order
22 and Judgment.

23 7. The Receiver, David Stapleton, and his counsel, Loeb & Loeb, are discharged
24 from their appointment and duties in this case.

25 **IT IS SO ORDERED.**

26
27 Dated: _____

28 By: _____
Honorable Judge Thomas E. Kuhnle

Exhibit A

AGREEMENT AND FULL AND COMPLETE RELEASE

This Agreement and Full and Complete Release (“Agreement”) is entered into as of this 10th day of July, 2019 by and between the People of the State of California, acting by and through the County Counsels of the County of Alameda, County of Los Angeles, County of Monterey, County of San Mateo, County of Santa Clara, County of Solano and County of Ventura and the City Attorneys of the City of Oakland, City of San Diego, and City and County of San Francisco (the “People”); the County of Alameda, County of Los Angeles, County of Monterey, County of San Mateo, County of Santa Clara, County of Solano and County of Ventura and the City of Oakland, City of San Diego, and City and County of San Francisco (collectively, the “Prosecuting Jurisdictions”) (the “People” and the “Prosecuting Jurisdictions” hereinafter collectively “Claimants”); The Sherwin-Williams Company (“Sherwin-Williams”), ConAgra Grocery Products Company (“ConAgra”) and NL Industries, Inc. (“NL”). Sherwin-Williams, ConAgra and NL are each individually a “Defendant” and are collectively referred to herein as the “Defendants.” The Claimants and Defendants are collectively referred to herein as the “Parties,” and each, a “Party.”

WHEREAS, the underlying action commenced in 2000 as a case styled County of Santa Clara, et al., v. Atl. Richfield Co., et al., Case No. 1-00-CV-788657 (Cal. Super. Ct.) (the “Santa Clara Lawsuit”) in the Superior Court of California, County of Santa Clara (the “Court”) against Defendants and others asserting various claims, including public nuisance, property damage, personal injury, strict liability, negligence, trespass, fraud and other claims relating to Lead Paint (as defined below);

WHEREAS, NL for itself and on behalf of all of its actual or alleged predecessors, subsidiaries and affiliates has denied any liability for the claims asserted in the Santa Clara

Lawsuit;

WHEREAS, Sherwin-Williams for itself and on behalf of all of its actual or alleged predecessors, subsidiaries and affiliates has denied any liability for the claims asserted in the Santa Clara Lawsuit;

WHEREAS, ConAgra for itself and on behalf of all of its actual or alleged predecessors, subsidiaries and affiliates has denied any liability for the claims asserted in the Santa Clara Lawsuit;

WHEREAS, in March 2014, the Court issued an Amended Statement of Decision and an Amended Judgment finding Defendants jointly and severally liable for public nuisance (hereinafter the “Amended Judgment”);

WHEREAS, on November 14, 2017, the Court of Appeal of the State of California, Sixth District, issued a decision remanding the action to the Court for entry of a judgment reflecting the recalculation of the amount of money Defendants must pay to remediate the public nuisance for pre-1951 housing (“Fund”) and appointment of a suitable receiver after evidentiary hearing (the “November 14, 2017 Opinion”);

WHEREAS, the Court has not yet entered final judgment on remand;

WHEREAS, the Parties agree that the Amended Statement of Decision, Amended Judgment, and the November 14, 2017 Opinion reflect the facts and circumstances of each Prosecuting Jurisdiction;

WHEREAS, Defendants have a reversionary interest in any monies not disbursed from the Fund at the end of the abatement period;

WHEREAS, the People recognize the desirability of a resolution to allow each of the Prosecuting Jurisdictions to expend monies collected from Defendants to address the harms

associated with Lead Paint in a manner that each considers, based on the unique circumstances in each jurisdiction and its years of experience administering public health and housing programs, to be the most efficient, cost-effective and health-maximizing way, including with respect to lead hazards associated with post-1951 housing and with the exteriors of homes and residences;

WHEREAS, Defendants contend that the Claimants benefit from collecting monies that are not subject to reversionary rights;

WHEREAS, the Parties agree that the payments required by this Agreement do not include any fine, penalty, or punitive amount and further reflect the payment of all Costs (as defined below);

WHEREAS, the Parties agree that significant uncertainties exist as to the actual cost to them of the inspection and abatement remedy set forth in the Amended Judgment given, among other things, the absence of information on what percentage of owners will choose to participate in the abatement remedy, the pace with which the inspection and the abatement remedy might proceed, and Defendants' recovery of remedy costs from other persons;

WHEREAS, without admitting any wrongdoing, fault, or liability of any kind, and without any concession as to the strength or weakness of any claim or defense with respect to the Santa Clara Lawsuit, the Parties to this Agreement desire to (i) fully and finally resolve the Claims (as defined below), (ii) provide for the full and complete resolution, satisfaction and release of any and all Claims (as defined below) which have been set forth, or which could have been set forth, against the Defendants Released Parties (as defined below) in the Santa Clara Lawsuit on a full and complete basis, and (iii) avoid any further expense, delay, and uncertainty of continuing the Santa Clara Lawsuit;

WHEREAS, the People represent that their statutory costs are Six Hundred Thirty-Eight

Thousand Six Hundred and Fifty-Six Dollars and Sixty-Five Cents (\$638,656.65);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and conditions contained herein, the Parties hereby agree as follows:

I. DEFINITIONS

A. “Claims” shall mean all past, present and/or future nuisances, damages, losses, debts, claims, demands, charges, grievances, repairs, liabilities, judgments, obligations, actions, causes of action, rights, costs, including all Costs (as defined below), attorneys’ fees, experts’ fees, consultants’ fees, expenses, and compensation, of every kind or nature whatsoever including, but not limited to, all statutory, contractual, tort, equitable and/or common law claims and remedies whatsoever in any way related to, or in connection with, Lead Paint (as defined below) used, sold, marketed, promoted, advertised, distributed, supplied, or located in or throughout the Prosecuting Jurisdictions, which the Prosecuting Jurisdictions acting on their own behalf or on behalf of the People, have had, may now have or may claim to have in the future against the “Defendants Released Parties” (as defined below), whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that have been, could have been, or in the future could be raised in the Santa Clara Lawsuit or a different action or proceeding against the Defendants Released Parties.

The definition of “Claims” shall not include any claims that the Prosecuting Jurisdictions, on behalf of themselves, or as counsel for the People, do not have standing to assert, release, or compromise.

“Claims” does not include any claims that the Parties may have against a manufacturer, supplier, marketer, promoter, advertiser, distributor, or seller of any lead, lead pigment, Lead

Paint, or lead product, or any painting contractor, builder, or architect, who or which is not a Defendant or a Defendant Released Party (defined below).

B. The “Court” shall mean the Superior Court of California, County of Santa Clara having jurisdiction over the Santa Clara Lawsuit.

C. “Defendants Released Parties” shall mean each Defendant and any and all of their past and present alleged or actual affiliated companies/corporations/partnerships/organizations, parent companies/corporations/partnerships/organizations, predecessors, successors, subsidiaries, divisions, shareholders, members, agents, directors, officers, principals, employees, representatives, attorneys, assigns, insurers and affiliates. The definition of “Defendants Released Parties” is intentionally defined to encompass the largest and broadest group of individuals and entities to bring all litigation arising from the Defendants’ participation in the advertising, promotion, marketing, formulation, distribution, manufacture, supplying, labeling, sale or use of Lead Paint to an end. All Parties understand and agree that Defendants Released Parties includes each Defendant’s related entities and persons identified in this definition even though some of those persons and entities are not parties to the Santa Clara Lawsuit or are not specifically identified in this Agreement. The words Defendants Released Parties will include any Defendant’s related person or entity that may be the subject of any future complaint or lawsuit related to the advertising, promotion, marketing, formulation, distribution, manufacture, supplying, labeling, sale or use of Lead Paint. This Agreement specifically is intended so that the entity or person (in his or her relevant capacity) releasing claims and the entity or person (in his or her relevant capacity) being released are the same.

D. “Prosecuting Jurisdictions Released Parties” shall mean each Prosecuting Jurisdiction, as well as its agents, officers, employees, representatives, attorneys, assigns,

insurers, and affiliates, and all agencies, authorities and other entities within the control of a Prosecuting Jurisdiction acting in their official capacities. The definition of “Prosecuting Jurisdictions Released Parties” is intentionally defined to encompass the largest and broadest group of individuals and entities to bring all litigation arising from the Santa Clara Lawsuit to an end. All Parties understand and agree that Prosecuting Jurisdictions Released Parties includes each Prosecuting Jurisdiction’s related entities and persons identified in this definition even though some of those persons and entities are not parties to the Santa Clara Lawsuit or are not specifically identified in this Agreement. The Prosecuting Jurisdictions Released Parties, however, includes only those entities on whose behalf the Prosecuting Jurisdictions fully can release claims and have done so here. This Agreement specifically is intended so that the entity or person (in his or her relevant capacity) releasing claims and the entity or person (in his or her relevant capacity) being released are the same.

E. “Lead Paint” shall mean pigments, paints, and coatings of any kind containing any lead, and all hazards and risks related to pigments, paints, and coatings containing any lead applied in or on properties in the Prosecuting Jurisdictions, including, but not limited to, lead dust and lead in soil in or immediately around such properties, as well as the advertising, promotion, formulation, manufacture, distribution, labeling, marketing, sale, or use of such products.

F. “Costs” means all unreimbursed out-of-pocket litigation expenses arising from the Santa Clara Lawsuit.

G. “Zurich Funds” shall mean the approximately Fifteen Million Dollars and No Cents (\$15,000,000.00), plus interest equal to approximately Five Hundred and Seventy-Four Thousand Eight-Hundred Fifty-Eight Dollars and No Cents (\$574,858.00) as of June 28, 2019, in funds being held by the Court pursuant to the Stipulation for Order for Deposit Under C.C.P. 572 Order,

attached hereto and incorporated herewith as Exhibit A.

II. DISMISSAL AND RETENTION OF JURISDICTION OVER ENFORCEMENT OF AGREEMENT

A. Within five days of the execution of this Agreement, Defendants and the Prosecuting Jurisdictions shall jointly or separately move for an order staying all actions and proceedings in the case, including entry of any judgment against Defendants in the Santa Clara Lawsuit. The Parties will request that the Court grant the order no later than 15 days following the request for a stay.

B. Within five days of the execution of this Agreement, the Parties shall file a joint motion pursuant to Code of Civil Procedure Section 664.6 seeking an order that: (1) approves the Agreement; (2) enters judgment and dismisses Defendants with prejudice from the Santa Clara Lawsuit (“the Dismissal Order and Judgment”); and (3) retains jurisdiction over the Parties to enforce the terms of this Agreement and the Dismissal Order and Judgment. Before and after dismissal of the Santa Clara Lawsuit, any Party may bring a motion to enforce this Agreement.

C. The Dismissal Order and Judgment, in the form attached hereto as Exhibit B, must be granted in full and the Court must issue an order meeting all of the requirements of Paragraph B. If the Dismissal Order and Judgment are granted in the form attached hereto as Exhibit B and the Court issues an order meeting all of the requirements of Paragraph B, all Parties agree to waive any right to appeal.

D. The Court must enter the Dismissal Order and Judgment before entry of any judgment stemming from the November 14, 2017 Opinion.

III. THE OBLIGATIONS OF DEFENDANTS

A. NL PAYMENTS

In full and final satisfaction of any and all Claims, NL shall pay to the People the total

sum of One Hundred One Million, Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$101,666,666.67), as follows:

1) Within 60 calendar days after the entry of the Dismissal Order and Judgment, so long as the Dismissal Order and Judgment has not been timely challenged or appealed, NL shall make a payment in an amount equal to Twenty-Five Million Dollars and No Cents (\$25,000,000.00) (the “NL Initial Payment”) into an account held by the County of Santa Clara in trust and on behalf of all Prosecuting Jurisdictions (“Account”). This payment shall be made from funds currently held by NL, and not through any of the Zurich Funds.

2) (a) One year after the NL Initial Payment, and for a period of four years thereafter on such anniversary date, NL shall make five annual payments totaling Sixty Million Dollars and No Cents (\$60,000,000.00) in equal installments of Twelve Million Dollars and No Cents (\$12,000,000.00) per year; and (b) on the sixth anniversary of the NL Initial Payment, NL shall via the Zurich Funds cause to be made a final payment of Sixteen Million, Six Hundred, Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$16,666,666.67), (collectively, the payments contemplated in this paragraph shall be referred to as the “NL Supplemental Payments”). The NL Initial Payment and the NL Supplemental Payments are referred to as collectively, the “NL Payments.”

3) NL shall promptly make reasonable best efforts to cause Zurich American Insurance Company (“Zurich”) to agree to allow the Zurich Funds to remain with the Court, or if mutually agreed between NL and the People, to be placed into the Account and to be paid to the People on the sixth anniversary of the NL Initial Payment. To the extent the Zurich Funds and any and all accrued interest are not sufficient to cover the \$16,666,666.67 necessary for NL to make its sixth anniversary payment, NL will pay the difference necessary to make this payment.

To the extent the Zurich Funds and any and all accrued interest exceed the \$16,666,666.67 necessary for NL to make its sixth anniversary payment, the excess moneys will be paid and released to NL. The Prosecuting Jurisdictions agree to make reasonable and prompt efforts to execute releases reasonably required by Zurich to release the Zurich Funds.

4) NL will deposit Nine Million Dollars and No Cents (\$9,000,000.00) in an escrow account (the “NL Escrow”) at NL’s bank within 60 calendar days after the entry of the Dismissal Order and Judgment, which names the People as the beneficiary with NL earning all interest to act as partial security for the NL Supplemental Payments. NL has no reversionary interest in the funds in the NL Escrow unless and until NL has made all payments due under this Agreement on the timeline prescribed above. Any money paid from the Zurich Funds or the NL Escrow shall offset any amounts owed by NL.

5) NL agrees that it will not sell any of its outstanding Kronos Worldwide, Inc. (“Kronos”) stock until and unless all of its payment obligations to the People (and to Sherwin-Williams and ConAgra in the event that those Defendants pay any NL Shortfall (as defined below) under III.A.(6)) as set forth in this Agreement have been satisfied, other than the payments secured by the Zurich Funds as set forth in Section III.A(3) or the NL Escrow as set forth in Section III.A(4). If for any reason NL sells any of its Kronos stock, NL will pay directly to the People the net proceeds of any stock sale less transaction costs and taxes that will be owed, as a credit to any outstanding NL payment. If any proceeds remain, NL will pay the remainder to Sherwin-Williams and ConAgra in equal amounts in the event that Sherwin-Williams and ConAgra paid any NL Shortfall (as defined below) and such shortfall has not otherwise been paid by NL. NL shall have no further obligations with regard to the Kronos stock once it has made all payment obligations to

the People, and reimbursed any NL Shortfall (as defined below) payments made by Sherwin-Williams and ConAgra as set forth in this Agreement.

6) In the event that NL fails to timely make any of the NL Supplemental Payments (“NL Shortfall”) and does not cure its failure to make such a payment within thirty (30) calendar days, and as further provided in Sections III.A.(7), III.B.(3) and III.C.(3) of this Agreement, Sherwin-Williams and ConAgra agree to make payments, in equal amounts, up to the maximum amount of Fifteen Million Dollars and No Cents (\$15,000,000.00) each, for a combined total not to exceed Thirty Million Dollars and No Cents (\$30,000,000.00) to cover an NL Shortfall under NL’s payment terms. Sherwin-Williams’ and ConAgra’s responsibility for any and all NL Shortfall(s) is concluded once each has paid a maximum total of Fifteen Million Dollars and No Cents (\$15,000,000.00). Sherwin-Williams’ and ConAgra’s responsibilities under this provision are independent and several, such that neither Sherwin-Williams nor ConAgra shall be responsible for the other’s pro rata share of the NL Shortfall.

7) In the event of an NL Shortfall, the following processes shall apply:

a) The People shall deliver a written notice of delinquent payment to NL, copying Sherwin-Williams and ConAgra, in which the People demand payment from NL. NL shall be afforded thirty (30) calendar days to cure its delinquent payment.

b) To the extent any NL Shortfall remains then Sherwin-Williams and ConAgra shall be obligated to pay the People in equal shares up to the maximum amount of Fifteen Million Dollars and No Cents (\$15,000,000.00) each, for a combined total not to exceed Thirty Million Dollars and No Cents (\$30,000,000.00) to cover the NL Shortfall under NL’s payment terms.

c) Notwithstanding anything in Section III.A(4) or elsewhere in this Agreement to the contrary, if NL fails to make its fifth payment and fails to cure that failure within thirty (30)

calendar days of receiving such notice, NL shall withdraw funds from the NL Escrow and use those moneys to partially cover the NL Shortfall as to the fifth payment.

B. SHERWIN-WILLIAMS' PAYMENTS

In full and final satisfaction of any and all Claims, Sherwin-Williams shall make total payments equal to One Hundred One Million, Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars, and Sixty-Six Cents (\$101,666,666.66), as follows:

1) within 60 calendar days after the entry of the Dismissal Order and Judgment, so long as the Dismissal Order and Judgment has not been timely challenged or appealed, Sherwin-Williams shall make a payment of Twenty-Five Million Dollars and No Cents (\$25,000,000.00) (the “Sherwin-Williams Initial Payment”) into the Account.

2) (a) one year after the Sherwin-Williams Initial Payment, and for a period of four years thereafter, Sherwin-Williams shall make five annual payments totaling Sixty Million Dollars and No Cents (\$60,000,000.00) in equal installments of Twelve Million Dollars and No Cents (\$12,000,000.00) per year; and (b) on the sixth anniversary of the Sherwin-Williams Initial Payment, Sherwin-Williams shall make a final payment of Sixteen Million, Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars, and Sixty-Six Cents (\$16,666,666.66) (collectively, the payments contemplated in this paragraph shall be referred to as the “Sherwin-Williams Supplemental Payments”). The Sherwin-Williams Initial Payment and the Sherwin-Williams Supplemental Payments are referred to as, collectively, the “Sherwin-Williams Payments.”

3) Sherwin-Williams agrees to backstop and pay on behalf of NL, any failure by NL to make any of its payments required by this Agreement to a maximum amount of Fifteen Million Dollars and No Cents (\$15,000,000.00) as provided in Sections III.A(6) and III.A(7).

C. CONAGRA'S PAYMENTS

In full and final satisfaction of any and all Claims, ConAgra shall make total payments equal to One Hundred One Million, Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$101,666,666.67), as follows:

1) within 60 calendar days after the entry of the Dismissal Order and Judgment, so long as the Dismissal Order and Judgment has not been timely challenged or appealed, ConAgra shall make a payment of Twenty-Five Million Dollars and No Cents (\$25,000,000.00) (the "ConAgra Initial Payment") into the Account.

2) (a) one year after the ConAgra Initial Payment, and for a period of four years thereafter, ConAgra shall make five annual payments totaling Sixty Million Dollars and No Cents (\$60,000,000.00) in equal installments of Twelve Million Dollars and No Cents (\$12,000,000.00) per year; and (b) on the sixth anniversary of the ConAgra Initial Payment, ConAgra shall make a final payment of Sixteen Million, Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$16,666,666.67) (collectively, the payments contemplated in this paragraph shall be referred to as the "ConAgra Supplemental Payments"). The ConAgra Initial Payment and the ConAgra Supplemental Payments are referred to as, collectively, the "ConAgra Payments."

3) ConAgra agrees to backstop and pay on behalf of NL, any failure by NL to make any of its payments required by this Agreement to a maximum amount of Fifteen Million Dollars and No Cents (\$15,000,000.00) as provided in Sections III.A(6) and III.A(7).

The NL Payments, Sherwin-Williams Payments and the ConAgra Payments are referred to collectively, as the "Consideration." If any of the Consideration is not timely paid, the People shall immediately notify all Parties of the non-payment and any Defendant not timely making

payment shall have the time permitted in this Agreement to cure such non-payment.

D. THE PAYMENTS

1) Within 60 calendar days after the entry of the Dismissal Order and Judgment, so long as the Dismissal Order and Judgment has not been timely challenged or appealed, the NL Initial Payment, Sherwin-Williams Initial Payment, and the ConAgra Initial Payment shall be paid into the Account. By completing its full obligations under this Agreement, each Defendant will be deemed to have abated any public nuisance asserted in the Santa Clara Lawsuit. Defendants shall have no obligation, liability, or responsibility with respect to the administration, distribution or use of all or any portion of the Consideration by the Prosecuting Jurisdictions. Except as set forth in Sections III.A(6), III.A(7), III.B(3) and III.C(3), each Defendant is responsible for a maximum amount of One Hundred One Million, Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$101,666,666.67) only and has no responsibility or liability for non-payment of any amount by another Defendant. The total payments by all Defendants under this Agreement shall be Three Hundred Five Million Dollars and No Cents (\$305,000,000.00). This Agreement remains fully valid and effective for each Defendant that has paid its share when due, despite non-payment by any other Defendant.

2) In the event any person files an appeal, a challenge, or a petition for a writ of mandate challenging the Dismissal Order and Judgment, or the Court does not enter the Dismissal Order and Judgment in full, Defendants' payment obligations are suspended. In the event of an appeal, a challenge, or petition for writ of mandate, Defendants shall pay within sixty (60) calendar days after the Dismissal Order and Judgment are final.

3) The Parties agree, individually and collectively, they will oppose any third-party request to seek to appeal, file a writ of mandate, object, or otherwise prevent the Dismissal Order and Judgment from becoming final.

E. RECEIVER FEES AND COSTS

Defendants each agree to pay one-third of all fees and costs incurred by the Receiver, as of the date the Dismissal Order and Judgment is entered.

F. PUBLIC RECORDS REQUESTS

Defendants agree that neither they nor any of the Defendants Released Parties shall file any requests for records under the California Public Records Act or any other similar statute seeking records from the Prosecuting Jurisdictions related in any way to the Santa Clara Lawsuit, Lead Paint, persons who may have been harmed by Lead Paint, and activities related to the abatement of Lead Paint, until and unless a lawsuit is filed against Defendant Released Parties related, in any way, to Lead Paint. Defendants further agree that they shall cause any pending requests from Defendants or Defendants Released Parties to be withdrawn so that such requests need not be responded to in any manner by the Prosecuting Jurisdictions.

G. DEFENDANTS' RELEASE

Once the Dismissal Order and Judgment is final, Defendants release the Prosecuting Jurisdictions, including their agents, officers, employees, representatives, and attorneys each in their official capacity, and assigns, insurers, and affiliates from all Claims and defenses related to Lead Paint in the Prosecuting Jurisdictions, whether known or unknown, that Defendants have, could have, or in the future could raise in the Santa Clara Lawsuit or any other lawsuit against the Prosecuting Jurisdictions arising out of the Claims and defenses in the Santa Clara Lawsuit. This release includes any currently pending claims or suits brought by Defendants or their agents, including but not limited to the judgment and writ in Coogan v. Alameda County Healthy Homes Department et al., Alameda County Superior Court Case No. RG18906518, related to receipt of or access to public records related to Lead Paint, the Santa Clara Lawsuit, or any and all issues related to lead paint, including any right to receive attorney's fees in such cases. Defendants

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hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, claim, sue or cause, assist, or permit to be brought, filed, or claimed, in any forum whatsoever, any claim regarding or in any way related to Lead Paint or the Santa Clara Lawsuit against the Prosecuting Jurisdictions Released Parties except as noted in Section III.F. Defendants further agree that this Agreement is, will constitute, and may be pleaded as a complete bar to any such claim, action, cause of action, or proceeding other than one arising out of any of Claimants' breach of their obligations under this Agreement. Defendants shall pay their own costs and legal fees in the Santa Clara Lawsuit. Defendants waive all claims for contribution and equitable indemnity against: (i) any property owner or resident arising from that property owner's or resident's participation in lead abatement activities or programs related to the Santa Clara Lawsuit, (ii) any property owner or resident arising from that homeowner's or resident's receipt of benefits funded in whole or in part by the Consideration; and (iii) any former property owner or resident of a property for which abatement is funded in whole or in part by the Consideration. Notwithstanding the foregoing, in the event any person or entity initiates a new lawsuit or Claim related to Lead Paint against Defendants or the Defendants Released Parties, the foregoing releases and waivers by Defendants shall be null and void as to that person or entity, and Defendants shall have the right to assert any claims, counter-claims, cross-claims, and defenses they may have against such person or entity. If the Dismissal Order or Judgment is reversed, vacated, set aside, declared invalid or void, the release provided by Defendants herein shall be null and void.

Defendants' release of the Claimants' insurance companies is limited to the Santa Clara Lawsuit and no release of any kind is provided to Defendants' own insurance companies (or those of their predecessors) in their role as insurers of the Defendant (or their predecessors) who

purchased or who is named in any policy, contract of insurance, or any other agreement such insurers have or may have with any Defendant.

Defendants expressly reserve their right to seek contribution, subrogation, or indemnity from any person or entity that is not a Party or not otherwise receiving a release under this Agreement.

Defendants covenant not to bring, file, claim, sue or cause, assist, or permit to be brought, filed, or claimed, in any forum whatsoever, and waive, discharge and release each other and all of their respective past, present and future actual or alleged predecessors, successors, divisions, shareholders, agents, directors, officers, principals, employees, representatives, attorneys, assigns and affiliates (including, but not limited to, parent corporations and subsidiaries) from all damages, losses, debts, claims, demands, charges, grievances, liabilities, obligations, actions, causes of action, rights, costs, attorneys' fees, consultants' fees, experts' fees, expenses, and defenses that such Defendant ever had, now has or may have asserted against one another based upon or arising out of the facts, acts, conduct, omissions, transactions, occurrences, contracts, claims, events, causes, matters or things of any conceivable kind or character existing or occurring or claimed to exist or to have occurred in the Santa Clara Lawsuit or related to Lead Paint in the Prosecuting Jurisdictions including but not limited to all claims for equitable indemnity, comparative indemnification, comparative fault, contribution, reimbursement, equitable, or declaratory relief, except that in the event of any NL Shortfall that causes Sherwin-Williams or ConAgra to pay any money to the People, Sherwin-Williams and ConAgra do not release NL or any of its past, present and future actual or alleged predecessors, successors, divisions, shareholders, agents, directors, officers, principals, employees, representatives, attorneys, assigns and affiliates (including, but not limited to, parent corporations and

subsidiaries) (collectively “NL Released Parties”) from any claims they may have against the NL Released Parties. In the event of any NL Shortfall that causes Sherwin-Williams or ConAgra to pay any money to the People, Sherwin-Williams and ConAgra preserve and shall have their right to pursue claims including but not limited to equitable indemnity, comparative indemnification, comparative fault, contribution, reimbursement, equitable, or declaratory relief against the NL Released Parties not limited to the amount of the NL Shortfall paid by Sherwin-Williams or ConAgra, and the NL Released Parties do not release any defenses to such claims and NL denies the validity of any such claims. For one time only, in the event that NL, within nine (9) months, reimburses Sherwin-Williams and ConAgra for the full amount of any payment made to cover an NL Shortfall, plus interest at 8% per year from the date of the NL Shortfall, plus costs and reasonable attorneys’ fees, including but not limited to those fees incurred in filing and prosecuting any suit against the NL Released Parties, the foregoing releases to the NL Released Parties shall be reinstated. For avoidance of doubt, the release among Defendants is limited to the Santa Clara Lawsuit and does not extend to other lawsuits currently pending or that might be filed in the future against Defendants related to Lead Paint. Defendants also agree to release and not bring any further claims against each other’s insurance companies related to the Santa Clara Lawsuit or Lead Paint in the Prosecuting Jurisdictions, but no release of any kind is provided to their own insurance companies in their role as insurers of the Defendant, or any actual or alleged predecessor of the Defendant, who purchased or who is named in any policy, contract of insurance, or any other agreement such insurers have or may have with any Defendant.

IV. THE OBLIGATIONS OF THE CLAIMANTS

A. USE OF THE CONSIDERATION

The Prosecuting Jurisdictions shall make reasonable efforts to ensure that the Consideration is used to address public health hazards, bodily injury, personal injuries, and

property damage related to Lead Paint, including, but not limited to, the reimbursement of costs already incurred in connection with abatement activities engaged in by the Prosecuting Jurisdictions. Such efforts include but are not limited to: (1) developing or enhancing programs that abate Lead Paint from housing, particularly housing occupied by low-income individuals; (2) providing services to individuals, particularly children, who have been exposed to Lead Paint; (3) educating the public about hazards caused by Lead Paint, and the best means of avoiding exposure to and remediating the harms caused by Lead Paint, including the availability of funding for lead abatement; and/or (4) costs and attorney's fees incurred in pursuing the Santa Clara Lawsuit. Consistent with the Prosecuting Jurisdictions' legal services agreements with outside counsel, 17.225% of the Consideration may be used to pay the legal fees of the Prosecuting Jurisdictions' outside counsel. Up to \$15 million of the Consideration may also be used to pay for the time and administrative expenses of the Prosecuting Jurisdictions' public attorneys and staff; and the Consideration may also be used to pay Costs. No funds or money paid by Sherwin-Williams shall be used by the Prosecuting Jurisdictions in any manner to pay for or reimburse any legal fees or costs or public attorney time or expenses. To the extent the Consideration is used for such legal fees, costs, attorney time, or expenses, those costs shall be allocated evenly between the money paid by NL and ConAgra.

B. CLAIMANTS' RELEASE

Once the Dismissal Order and Judgment is final, the Claimants on behalf of themselves and on behalf of all of their past, present and future elected and unelected officials and bodies, predecessors, successors, divisions, members, agents, directors, officers, principals, employees, representatives, attorneys, assigns, insurers, and affiliates, and all agencies, authorities and other entities within the control of a Prosecuting Jurisdiction—but not any other persons or entities

whom Claimants have no authority to bind—release Defendants Released Parties from all Claims and defenses related to Lead Paint in the Prosecuting Jurisdictions, whether known or unknown, that Claimants have, could have, or in the future could raise in the Santa Clara Lawsuit or any other lawsuit arising out of the Claims and defenses in the Santa Clara Lawsuit including, but not limited to, the inspection, testing and abatement of Lead Paint. Claimants do hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, claim, sue or cause, assist, or permit to be brought, filed, or claimed, in any forum whatsoever, any Claim against the Defendants Released Parties regarding or in any way related to Lead Paint or the Santa Clara Lawsuit. For avoidance of doubt, Claimants agree that payment under and full compliance with this Agreement by the Defendants fully and completely resolves Defendants’ past, present and future liability related to the public nuisance asserted in the Santa Clara Lawsuit and abates the public nuisance. Claimants further agree that this Agreement is, will constitute, and may be pleaded as a complete bar to any such Claim, action, cause of action, or proceeding other than one arising out of any Defendant’s breach of its obligations under this Agreement. For the avoidance of doubt, Claimants’ release of Claims does not extend to hazards on real property on which Lead Paint was manufactured, processed, or warehoused by Defendants or Defendants Released Parties.

Aside from the legal fees and costs provided for in this Agreement, the Claimants agree not to seek further costs or legal fees for outside counsel or the public attorneys from the Defendants Released Parties related to the Santa Clara Lawsuit.

C. POST-AGREEMENT ADDITIONAL FUNDING

If, at any time before the Consideration is fully paid, any Prosecuting Jurisdiction passes or enacts any tax, fee, cost, assessment, law, regulation or other requirement, or files any lawsuit, claim, or administrative proceeding that requires Defendants to pay any additional monies related to Lead Paint or the Santa Clara Lawsuit to that Prosecuting Jurisdiction, each Defendant

which actually paid additional monies will receive a credit for the amount of such additional monies from the Consideration paid or to be paid to that Prosecuting Jurisdiction.

The Prosecuting Jurisdictions represent that they do not have any knowledge of any intended lawsuit, claim, regulation or legislation targeting Defendants' historical manufacture, sale, or promotion of Lead Paint.

D. FUTURE LITIGATION

Except as required by law, the Prosecuting Jurisdictions agree that they will not provide confidential attorney work product to any third parties in any litigation involving Lead Paint against Defendants. The Prosecuting Jurisdictions represent they do not have any intent to participate in or assist with any other person in any additional suit, action, or Claim against the Defendants.

V. NO THIRD PARTY INSURANCE BENEFICIARY

This Agreement does not release any claim that any Defendant may have against its own insurers with respect to the insurer's obligations to that Defendant pursuant to, arising under or derived from any policy, contract of insurance, or any other agreement such insurer has or may have with that Defendant or any actual or alleged predecessor in interest to that Defendant.

VI. CALIFORNIA CIVIL CODE SECTION 1542

The Prosecuting Jurisdictions and Defendants collectively, and each individually, acknowledge that they are familiar with Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

With full awareness and understanding of the above provision with respect to the Released Claims, Claimants, acting by and through city attorneys and county counsel for the Prosecuting Jurisdictions, and Defendants waive and relinquish any and all rights and benefits that they may have under California Civil Code Section 1542, or the law of any other state or jurisdiction, or common law principle, to the same or similar effect. Claimants and Defendants understand that the facts with respect to which this and all additional agreements are entered into may be materially different from those the parties now believe to be true. Claimants and Defendants accept and assume this risk, and agree that the release in this and any additional agreements shall remain in full force and effect, and legally binding, notwithstanding the discovery or existence of any additional or different facts, or any claims with respect to those facts.

VII. MISCELLANEOUS

A. This Agreement contains the entire agreement by and between the Parties with respect to the subject matter hereof and except as otherwise provided herein shall not be modified, altered, amended, or vacated without the prior written consent of all Parties. This Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements between the Parties. This Agreement merges and supersedes all prior discussions, oral or written agreements and understandings of every kind and nature among and between the Parties regarding the subject matter contained herein.

B. Each of the Parties specifically warrants and represents to the other Parties that it has full authority to enter into this Agreement, which Agreement constitutes a legal, valid and binding obligation of such Party. The Claimants specifically warrant and represent that they (i) are the owners and holders of the Claims; (ii) have not sold, assigned or otherwise transferred the Claims or any portion thereof or rights relating thereto to any third party; and (iii) bind all persons and entities with an interest in the Santa Clara Lawsuit to the extent authorized by law through

this Agreement. Each of the Parties specifically warrants and represents that it has been fully informed of the terms, contents, conditions, and effects of this Agreement, that it has had a full and complete opportunity to discuss this Agreement, including the release, with its attorney or attorneys, that it is not relying in any respect on any statement or representation made by any other Party except as expressly contained in this Agreement, and that no promise or representation of any kind has been made to such Party separate and apart from what is expressly contained in this Agreement. Each person who signs this Agreement represents and warrants that he/she has full authority to sign this Agreement on behalf of the party he/she is identified to represent.

C. Should any additional instruments be necessary or desirable to accomplish the purposes of this Agreement, such additional instruments shall be promptly executed and delivered upon the request of the other Parties.

D. The representations set forth herein shall survive the completion of all actions contemplated herein. Other provisions hereof which require action after execution hereof shall survive the execution hereof.

E. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without regard to the choice of law principles of the State of California. For purposes of construing this Agreement, none of the Parties shall be deemed to have been the drafter of the Agreement.

F. The Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Agreement and shall have the authority to enforce the terms of this Agreement.

G. Facsimile or other electronic copies of signatures on this Agreement are acceptable, and a facsimile or other electronic copy of a signature on this Agreement is deemed an original.

H. This Agreement shall be binding upon and inure to the benefit of all successors and assigns of each of the Parties to this Agreement and survives any mergers or acquisitions.

I. The Parties acknowledge that this Agreement represents a compromise of disputed claims and is not an admission of liability by any Party nor is it or any of its provisions to be construed as an admission for any purpose, including, but not limited to, an admission of any violation or liability under any federal, state, or local statute, ordinance, or regulation, in effect now or in the future, or any duty allegedly owed by one Party to the other. The Parties agree that the covenants, releases, and assignments contained in this Agreement, and waivers given by the Defendants Released Parties pursuant to this Agreement, are not to be construed as an admission of any nuisance, product liability, strict liability, negligence, wantonness, willful misconduct, breach of contract, breach of any duty, liability, intentional misconduct, gross negligence, knowledge, or fault of any kind whatsoever by the Parties, but are to be construed strictly as a compromise of, and agreement to resolve, all disputes between the Parties to this Agreement for the purpose of avoiding further controversy, litigation, and expense.

J. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

K. Each Party represents and warrants that, to the extent necessary, this Agreement has been duly and validly authorized and formally approved by all requisite official action, that no further action is necessary to make this Agreement valid and binding on that Party, and that the Party representative who signs this Agreement is authorized to bind that Party through his or her signature below. Before entry of the Dismissal Order and Judgment, each Prosecuting Jurisdiction shall provide reasonable evidence of its formal approval of this Agreement.

L. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party shall be in writing and shall apply to the specific instance expressly stated.

M. Whenever notice under the terms of this Agreement, notice, correspondence, payment, or other written communication or information is required to be submitted or forwarded by one Party to another, it shall be directed to the individuals at the addresses specified below by certified mail/return receipt requested, unless those individuals or their successors give written notice to the other Party of another individual designated to receive such communications.

As to the People and the Prosecuting Jurisdictions:

Greta S. Hansen
Office of the County Counsel
County of Santa Clara
70 W. Hedding Street East Wing 9th Floor
San Jose, CA 95110

Owen J. Clements
Office of the City Attorney
City and County of San Francisco
1390 Market Street, 7th Floor
San Francisco, CA 94102

Andrew Massey
Office of the County Counsel
County of Alameda
1221 Oak Street, Suite 450
Oakland, CA 94612-4296

Robert E. Ragland
Office of the County Counsel
County of Los Angeles
500 West Temple Street, Suite 648
Los Angeles, CA 90012

William M. Litt
Office of the County Counsel
County of Monterey
Deputy County Counsel

168 West Alisal Street, Third Floor
Salinas, CA 93901-2439

Erin Bernstein
Office of the City Attorney
City of Oakland
One Frank H. Ogawa Plaza, 6th Floor
Oakland, CA 94612

Mark Ankorn
Office of the City Attorney
City of San Diego
1200 Third Avenue, Suite 1100
San Diego, CA 92101

Rebecca M. Archer
Office of the County Counsel
County of San Mateo
400 County Center, 6th Floor
Redwood City, CA 94063-1662

Bernadette Curry
Office of the County Counsel
County of Solano
675 Texas Street, Suite 6600
Fairfield, CA 94533

Eric Walts
Office of the County Counsel
County of Ventura
800 S. Victoria Avenue L/C #1830
Ventura, CA 93009

As to NL:

Courtney Riley
NL Industries, Inc.
Three Lincoln Centre
5430 LBJ Freeway, Suite 1700
Dallas, TX 75240-2697

As to Sherwin-Williams:

The Sherwin-Williams Company
Attn: Mary Garceau
101 W. Prospect Avenue

Cleveland, OH 44115

With a copy to:

Leon F. DeJulius, Jr.
Jones Day
500 Grant Street, Suite 4500
Pittsburgh, PA 15219

As to ConAgra:

ConAgra Grocery Products Co., LLC
Attn: General Counsel
222 Merchandise Mart Plaza, Suite 1300
Chicago, IL 60654
Legal.notices@Conagra.com

With a copy to:

Allen J. Ruby
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, CA 94301

N. This Agreement may be executed in counterparts, each of which is deemed an original, but when taken together constitute one and the same document.

O. This Agreement, and the obligations of the Parties hereunder, shall take full force and effect upon execution by the Parties.

P. The Parties acknowledge that this Agreement and the sums paid hereunder by or on behalf of the Defendants Released Parties are made in good faith within the meaning of any relevant contribution and indemnification statutes and are intended to operate as a discharge of all claims brought against the Defendants Released Parties by any tortfeasor sued by Claimants or by any other person for the alleged actions or omissions of Defendants giving rise to the Claims brought in the Santa Clara Lawsuit except as noted in Section III.G as it relates to any shortfall in NL's payments.

IN WITNESS WHEREOF and in agreement herewith, the Parties have executed and delivered this Agreement as of July 10, 2019.

REMAINDER OF PAGE INTENTIONALLY BLANK SIGNATURES ON FOLLOWING PAGES

NL INDUSTRIES, INC

BY: 
Courtney Riley
President

THE SHERWIN-WILLIAMS COMPANY

BY: _____

CONAGRA GROCERY PRODUCTS COMPANY

BY: _____

COUNTY OF LOS ANGELES

BY: _____

County Counsel, Duly Authorized

COUNTY OF MONTEREY

BY: _____

County Counsel, Duly Authorized

CITY OF OAKLAND

BY: _____

City Attorney, Duly Authorized

NL INDUSTRIES, INC

BY: _____

Courtney Riley

President

THE SHERWIN-WILLIAMS COMPANY

BY: 
Senior VP- Finance and CFO

CONAGRA GROCERY PRODUCTS COMPANY

BY: _____

NL INDUSTRIES, INC

BY: _____

Courtney Riley

President

THE SHERWIN-WILLIAMS COMPANY

BY: _____

CONAGRA GROCERY PRODUCTS COMPANY

BY: _____

Chris Powell
Authorized Representative

NL INDUSTRIES, INC

BY: _____
COURTNEY RILEY, President

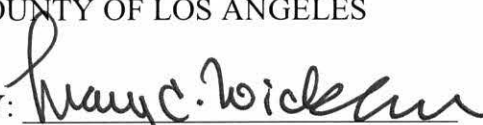
THE SHERWIN-WILLIAMS COMPANY

BY: _____

CONAGRA GROCERY PRODUCTS COMPANY

BY: _____

COUNTY OF LOS ANGELES

BY: 
MARY C. WICKHAM
County Counsel, Duly Authorized

COUNTY OF MONTEREY

BY: _____

County Counsel, Duly Authorized

CITY OF OAKLAND

BY: _____

City Attorney, Duly Authorized

CITY OF SAN DIEGO

BY: _____

City Attorney, Duly Authorized

NL INDUSTRIES, INC

BY: _____

Courtney Riley
President

THE SHERWIN-WILLIAMS COMPANY

BY: _____

CONAGRA GROCERY PRODUCTS COMPANY

BY: _____

COUNTY OF LOS ANGELES

BY: _____

County Counsel, Duly Authorized

COUNTY OF MONTEREY

BY: *Charles J. McKee*
Charles J. McKee
County Counsel, Duly Authorized

CITY OF OAKLAND

BY: _____

City Attorney, Duly Authorized

NL INDUSTRIES, INC

BY: _____

Courtney Riley

President

THE SHERWIN-WILLIAMS COMPANY

BY: _____

CONAGRA GROCERY PRODUCTS COMPANY

BY: _____

COUNTY OF LOS ANGELES

BY: _____


County Counsel, Duly Authorized

COUNTY OF MONTEREY

BY: _____

County Counsel, Duly Authorized

CITY OF OAKLAND

BY: 
Barbara J. Parker

City Attorney, Duly Authorized

CITY OF SAN DIEGO

BY: 

Mara W. Elliott

City Attorney, Duly Authorized

CITY AND COUNTY OF SAN FRANCISCO

BY: _____

City Attorney, Duly Authorized

COUNTY OF SAN MATEO

BY: _____

County Counsel, Duly Authorized

COUNTY OF SANTA CLARA

BY: _____

County Counsel, Duly Authorized

COUNTY OF SOLANO

BY: _____

County Counsel, Duly Authorized

COUNTY OF VENTURA


BY: _____

CITY OF SAN DIEGO

BY: _____

City Attorney, Duly Authorized

CITY AND COUNTY OF SAN FRANCISCO

BY:  _____

DENNIS J. HERRERA

City Attorney, Duly Authorized

COUNTY OF SAN MATEO

BY: _____

County Counsel, Duly Authorized

COUNTY OF SANTA CLARA

BY: _____

County Counsel, Duly Authorized

COUNTY OF SOLANO

BY: _____

County Counsel, Duly Authorized

COUNTY OF VENTURA

BY: _____

CITY OF SAN DIEGO

BY: _____

City Attorney, Duly Authorized

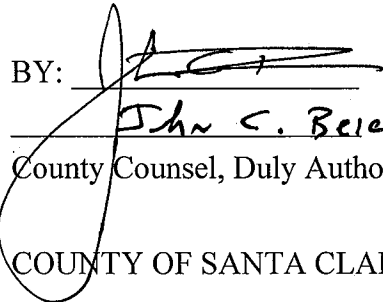
CITY AND COUNTY OF SAN FRANCISCO

BY: _____

City Attorney, Duly Authorized

COUNTY OF SAN MATEO

BY: _____



John C. Beiers
County Counsel, Duly Authorized

COUNTY OF SANTA CLARA

BY: _____

County Counsel, Duly Authorized

COUNTY OF SOLANO

BY: _____

County Counsel, Duly Authorized

COUNTY OF VENTURA

BY: _____

CITY OF SAN DIEGO

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City Attorney, Duly Authorized

CITY AND COUNTY OF SAN FRANCISCO

BY: _____

City Attorney, Duly Authorized

COUNTY OF SAN MATEO

BY: _____

County Counsel, Duly Authorized

COUNTY OF SANTA CLARA

BY:  _____

James R. Williams

County Counsel, Duly Authorized

COUNTY OF SOLANO

BY: _____

County Counsel, Duly Authorized

COUNTY OF VENTURA

BY: _____

CITY OF SAN DIEGO

BY: _____

City Attorney, Duly Authorized

CITY AND COUNTY OF SAN FRANCISCO

BY: _____

City Attorney, Duly Authorized

COUNTY OF SAN MATEO

BY: _____

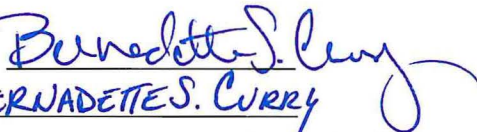
County Counsel, Duly Authorized

COUNTY OF SANTA CLARA

BY: _____

County Counsel, Duly Authorized

COUNTY OF SOLANO

BY: 
BERNADETTE S. CURRY

County Counsel, Duly Authorized

COUNTY OF VENTURA

BY: _____

CITY OF SAN DIEGO

BY: _____

City Attorney, Duly Authorized

CITY AND COUNTY OF SAN FRANCISCO

BY: _____

City Attorney, Duly Authorized

COUNTY OF SAN MATEO

BY: _____

County Counsel, Duly Authorized

COUNTY OF SANTA CLARA

BY: _____

County Counsel, Duly Authorized

COUNTY OF SOLANO

BY: _____

County Counsel, Duly Authorized

COUNTY OF VENTURA

BY: Leroy Smith
LERoy SMITH
COUNTY COUNSEL, Duly Authorized

COUNTY OF ALAMEDA

BY: 
Donna Kiegl

County Counsel, Duly Authorized

EXHIBIT A

E-FILED

Jan 22, 2015 7:52 AM

David H. Yamasaki

Chief Executive Officer/Clerk

Superior Court of CA, County of Santa Clara

Case #1-14-CV-259924 Filing #G-69207

By R. Walker, Deputy

1 SINNOTT, PUEBLA, CAMPAGNE & CURET, APLC

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(dpuebla@spcclaw.com)

2 Mary E. Gregory, #210247

(mgregory@spcclaw.com)

3 550 S. Hope St., Suite 2350 Los Angeles, California 90071-2618

4 Tel.: (213) 996-4200; Fax: (213) 892-8322

5 MECKLER BULGER TILSON MARICK & PEARSON LLP

Michael M. Marick (admitted *pro hac vice*)

mike.marick@mbtlaw.com

6 James H. Kallianis (SBN 148801)

(jim.kallianis@mbtlaw.com)

7 123 N. Wacker Dr., Suite 1800

8 Chicago, IL 60606

Tel: (312) 474-7900; Fax: (312) 474-7898

9 Attorneys for Plaintiff Zurich American Insurance Company

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SANTA CLARA**

12 ZURICH AMERICAN INSURANCE
13 COMPANY, as successor-in-interest to Zurich
14 Insurance Company, U.S. Branch, by
operation of law,

15 Plaintiff,

16 vs.

17 THE PEOPLE OF THE STATE OF
18 CALIFORNIA, acting by and through County
19 Counsels of Santa Clara, Alameda, Los
20 Angeles, Monterey, San Mateo, Solano, and
21 Ventura Counties and the City Attorneys of
22 Oakland, San Diego, and San Francisco; THE
23 COUNTY OF SANTA CLARA; THE
24 COUNTY OF ALAMEDA; THE COUNTY
25 OF LOS ANGELES; THE COUNTY OF
26 MONTEREY; THE COUNTY OF SAN
MATEO; THE COUNTY OF SOLANO; THE
COUNTY OF VENTURA; THE CITY OF
OAKLAND; THE CITY OF SAN DIEGO;
THE CITY AND COUNTY OF SAN
FRANCISCO; VALERIE CHARLTON, Chief
of the California Department of Health
Services' Childhood Lead Poisoning
Prevention Branch; NL INDUSTRIES, INC.;
AND DOES 1 THROUGH 50, INCLUSIVE,

27 Defendants.

Case No. 114CV2599924

The Honorable Peter H. Kirwan, Dept. 1

**STIPULATION FOR ORDER FOR
DEPOSIT UNDER C.C.P. SECTION 572;
~~[PROPOSED]~~ ORDER**

ACTION FILED: January 31, 2014

SINNOTT, PUEBLA, CAMPAGNE & CURET, APLC

550 S. HOPE ST., SUITE 2350

LOS ANGELES, CALIFORNIA 90071-2618

TEL. (213) 996-4200 • FAX (213) 892-8322

SINNOTT, PUEBLA, CAMPAGNE & CURET, APLC
550 S. HOPE ST., SUITE 2350
LOS ANGELES, CALIFORNIA 90071-2618
TEL. (213) 996-4200 • FAX (213) 892-8322

1 Plaintiff, Zurich American Insurance Company (“Zurich”), and Defendant NL Industries,
2 Inc. (“NL”) are the sole parties to certain insurance contracts (“the Policies”) that may provide
3 coverage for a Judgment in another action, The People of the State of California v. Atlantic
4 Richfield Co., et al., Case No. 1-00-CV-788657, on appeal Case No. H040880 (the “Santa Clara
5 Action”). The Santa Clara Action is now on appeal. In order to avoid further litigation pertaining
6 to the Policies while the Judgment in the Santa Clara Action is on appeal, NL and Zurich hereby
7 agree and stipulate that the Court may enter the following order in this action:

- 8 1. Zurich shall deposit with the Clerk of this Court or as this Court otherwise directs:
 - 9 a. The \$ 15,000,000 combined "products-completed operations" aggregate limits
10 of the Zurich policies placed at issue in this matter within seven (7) business
11 days from the date this Order is entered;
 - 12 b. Any statutory costs awarded in favor of the People of the State of California
13 and against NL pursuant to the Amended Judgment (“Judgment”) entered in
14 January 27, 2014 in the case captioned The People of the State of California v.
15 Atlantic Richfield Co., et al., Case No. 1-00-CV-788657, on appeal Case No.
16 H040880 (the “Santa Clara Action”) not later than 30 days after entry of a final
17 non-appealable order awarding any such costs; and
 - 18 c. Any accrued post-judgment interest on the Judgment through January 31, 2014,
19 to the extent any such post-judgment interest is determined to be owed by NL
20 on the Judgment in the Santa Clara Action, not later than 30 days after entry of
21 a final non-appealable order awarding any such post-judgment interest.
- 22 2. The sums deposited with this Court may be paid, released or disbursed only as
23 follows:
 - 24 a. Upon (i) affirmance of the Judgment as to NL; (ii) issuance of any remittitur;
25 and (iii) exhaustion of all review in the United States Supreme Court or the
26 expiration of the time to do so, the sums on deposit with the Court shall be
27 disbursed into the abatement fund proposed in the Judgment, or disbursed as
28

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550 S. HOPE ST., SUITE 2350
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may otherwise be ordered, adjudicated, or directed by court in the Santa Clara Action, the California Appellate Court or the California Supreme Court, whichever is the court of final resort. If any remittitur results in a Judgment against NL for less than \$15 million, then the remitted amount shall be disbursed from the sums on deposit with the Court subject to the above provisions of this paragraph and the balance of the sums on deposit with the Court shall be disbursed to Zurich.

b. Upon reversal or vacation of the Judgment as to NL and the exhaustion of all review in the United States Supreme Court or the expiration of the time to do so, the sums on deposit with the Court shall be disbursed to Zurich.

3. This Court will maintain sole and exclusive jurisdiction over disputes concerning the amounts deposited with this Court and no party to this case may take any action as to it in any other court, forum, or extrajudicially.

DATED: Janaury 21, 2015

**SINNOTT, PUEBLA,
CAMPAGNE & CURET, APLC**

By: /s/ Debra R. Puebla
DEBRA R. PUEBLA
MARY E. GREGORY
*Attorneys for Plaintiff Zurich American Insurance
Company*

DATED: Janaury 21, 2015

**MECKLER BULGER TILSON MARICK &
PEARSON LLP**

By: /s/ Michael M. Marick
MICHAEL M. MARICK
JAMES H. KALLIANIS, JR.
*Attorneys for Plaintiff Zurich American Insurance
Company*

1 DATED: January 21, 2015

McMANIS FAULKNER

2
3 By: /s/ William Faulkner

4 JAMES McMANIS
WILLIAM FAULKNER

5 *Attorneys for Defendant NL Industries, Inc.*

6 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED NUNC PRO TUNC TO**
7 **JANUARY 31, 2014:**

- 8 1. Zurich shall deposit with the Clerk of this Court or as this Court otherwise directs:
 - 9 a. The \$ 15,000,000 combined "products-completed operations" aggregate limits
 - 10 of the Zurich policies placed at issue in this matter within seven (7) business
 - 11 days from the date this Order is entered;
 - 12 b. Any statutory costs awarded in favor of the People of the State of California
 - 13 and against NL pursuant to the Amended Judgment ("Judgment") entered in
 - 14 January 27, 2014 in the case captioned The People of the State of California v.
 - 15 Atlantic Richfield Co., et al., Case No. 1-00-CV-788657, on appeal Case No.
 - 16 H040880 (the "Santa Clara Action") not later than 30 days after entry of a final
 - 17 non-appealable order awarding any such statutory costs; and
 - 18 c. Any accrued post-judgment interest on the Judgment through January 31, 2014,
 - 19 to the extent any such post-judgment interest is determined to be owed by NL
 - 20 on the Judgment in the Santa Clara Action, not later than 30 days after entry of
 - 21 a final non-appealable order awarding any such post-judgment interest.
- 22 2. The sums deposited with this Court may be paid, released or disbursed only as
 - 23 follows:
 - 24 a. Upon (i) affirmance of the Judgment as to NL; (ii) issuance of any remittitur;
 - 25 and (iii) exhaustion of all review in the United States Supreme Court or the
 - 26 expiration of the time to do so, the sums on deposit with the Court shall be
 - 27 disbursed into the abatement fund proposed in the Judgment, or disbursed as
 - 28


SINNOTT, PUEBLA, CAMPAGNE & CURET, APLC
550 S. HOPE ST., SUITE 2350
LOS ANGELES, CALIFORNIA 90071-2618
TEL (213) 996-4200 • FAX (213) 892-8322

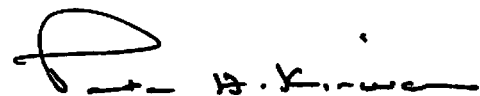
1 may otherwise be ordered, adjudicated, or directed by court in the Santa Clara
2 Action, the California Appellate Court or the California Supreme Court,
3 whichever is the court of final resort. If any remittitur results in a Judgment
4 against NL for less than \$15 million, then the remitted amount shall be
5 disbursed from the sums on deposit with the Court subject to the above
6 provisions of this paragraph and the balance of the sums on deposit with the
7 Court shall be disbursed to Zurich.

8 b. Upon reversal or vacation of the Judgment as to NL and the exhaustion of all
9 review in the United States Supreme Court or the expiration of the time to do
10 so, the sums on deposit with the Court shall be disbursed to Zurich.

11 3. This Court will maintain sole and exclusive jurisdiction over disputes concerning
12 the amounts deposited with this Court and no party to this case may take any action
13 as to it in any other court, forum, or extrajudicially.

14 **IT IS SO ORDERED.**

15 DATED: 1/21, 2015 



Hon. Peter H. Kirwan
Judge of the Superior Court

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EXHIBIT B

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SANTA CLARA**
13

14 THE PEOPLE OF THE STATE OF
CALIFORNIA, acting by and through Santa
15 Clara County Counsel James R. Williams;
San Francisco City Attorney Dennis Herrera;
16 Alameda County Counsel Donna R. Ziegler;
Los Angeles County Counsel Mary Wickam;
17 Monterey County Counsel Charles McKee;
Oakland City Attorney Barbara Parker; San
18 Diego City Attorney Mara Elliott; San Mateo
County Counsel John C. Beiers; Solano
19 County Counsel Dennis Bunting; and Ventura
County Counsel Leroy Smith,

20 Plaintiff,

21 v.

22 CONAGRA GROCERY PRODUCTS, *et al.*,

23 Defendants.
24

CASE NO. 1-00-CV-788657

**JOINT MOTION FOR JUDGMENT
OF DISMISSAL WITH PREJUDICE;
REQUEST FOR RETENTION OF
JURISDICTION FOR
ENFORCEMENT; [PROPOSED]
ORDER AND JUDGMENT**

25 Upon an Agreement and Full and Complete Release entered into by all parties (attached
26 hereto as Exhibit A), and pursuant to California Rule of Court 3.1385, Plaintiff, the People of the
27 State of California, and Defendants ConAgra Grocery Products, Inc., NL Industries, Inc., and
28 The Sherwin-Williams Company hereby move the Court to enter judgment dismissing all

1 Defendants with prejudice from this action in its entirety. For purposes of clarity, the parties
2 stipulate that this judgment of dismissal resolves Defendants' past, present, and future liability for
3 public nuisance arising from lead paint, lead pigment, or lead dust in the Prosecuting
4 Jurisdictions.

5 All parties hereby request that, pursuant to Code of Civil Procedure § 664.6, this Court
6 retain jurisdiction over the parties and this matter to enforce, and to resolve all disputes
7 concerning, the Agreement and Full and Complete Release.

8 Dated: July 17, 2019

By: /s/ Greta S. Hansen

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Attorneys for Defendant
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Request for Continued Jurisdiction By Authorized Representatives of Each Party

The undersigned authorized representatives of each party in this action hereby request that this Court retain jurisdiction over the parties and this matter to enforce, and to resolve all disputes concerning, the Agreement and Full and Complete Release pursuant to Code of Civil Procedure § 664.6.

Dated: July 17, 2019

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By: /s/ John Lebold
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Authorized Representative
THE SHERWIN-WILLIAMS COMPANY

Dated: July 17, 2019

By: /s/ Carey Bartell
Carey Bartell, Vice President & Chief Counsel
Authorized Representative
**CONAGRA GROCERY PRODUCTS
COMPANY**

Dated: July 17, 2019

By: /s/ John Powers
John Powers, General Counsel
Authorized Representative
NL INDUSTRIES, INC.

1 **ORDER AND JUDGMENT**

2 Upon consideration of the Joint Motion for Judgment of Dismissal with Prejudice, and
3 good cause appearing, IT IS HEREBY ORDERED:

4 1 The Court finds that each County Counsel or City Attorney of each Prosecuting
5 Jurisdiction was duly authorized under Section 731 of the Code of Civil Procedure to bring this
6 public nuisance action on behalf of the People of the State of California, each County Counsel
7 and City Attorney adequately and effectively represented the People, the Prosecuting
8 Jurisdictions and the public in litigating this action zealously, and each Prosecuting Jurisdiction
9 has approved the Agreement and Full and Complete Release, attached as Exhibit A, in
10 accordance with its required procedures.

11 2. The parties' Agreement and Full and Complete Release, attached as Exhibit A, is
12 approved.

13 3. This action is dismissed with prejudice as to all parties.

14 4. All parties are to bear their own attorneys' fees and costs except as set forth in the
15 Agreement and Full and Complete Release.

16 5. This dismissal constitutes a final judgment on the merits and bars subsequent
17 litigation of all issues which were or could have been raised, including but not limited to any
18 successive action for public nuisance, as set forth in the Agreement and Full and Complete
19 Release.

20 6. This Court retains jurisdiction over the parties and this matter to enforce, and to
21 resolve any disputes concerning, the Agreement and Full and Complete Release and this Order
22 and Judgment.

23 7. The Receiver, David Stapleton, and his counsel, Loeb & Loeb, are discharged
24 from their appointment and duties in this case.

25 **IT IS SO ORDERED.**

26
27 Dated: _____

28 By: _____
Honorable Judge Thomas E. Kuhnle