

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

STATE OF RHODE ISLAND,)
by and through PATRICK LYNCH,)
ATTORNEY GENERAL,)
)
v.)
)
LEAD INDUSTRIES)
ASSOCIATION, INC., et al.,)

Civil Action No. 99-5226

AFFIDAVIT OF KRISTIN E. RODGERS

I, KRISTIN E. RODGERS, first being duly sworn upon oath, depose and state as follows:

1. I am an attorney admitted in the State of Rhode Island and a partner with the firm Blish & Cavanagh, LLP.
2. I am personally familiar with the matters set forth herein and make this affidavit as counsel for The Sherwin-Williams Company (“Sherwin-Williams”) in the above-captioned matter.
3. Following the Court’s appointment of the Co-Examiners, Susan Klitzman, MPH, DrPH, and Mark R. Cullen, M.D., in the above-captioned matter, I served as liaison counsel for defendants Sherwin-Williams, NL Industries, Inc. (“NL”), and Millennium Holdings, LLC (“Millennium”), in connection with correspondence, scheduling and other communications involving the Co-Examiners. I make this affidavit also in my capacity as liaison counsel for said defendants.
4. As liaison counsel, I received monthly invoices from each of the Co-Examiners

for their hourly fees and expenses, as well as the hourly fees and expenses of their assistants, Lauren Graber and Aviva Goldstein, both of whom were approved by this Court to serve as assistants to the Co-Examiners. Ms. Graber's hourly fees were included as an expense on Dr. Cullen's invoices; Ms. Goldstein's fees and expenses were invoiced separately from Dr. Klitzman's invoices.

5. Attached as Exhibit 1 is a true and accurate list of all monthly fees and expenses submitted by the Co-Examiners since their appointment and through June 30, 2008, with the supporting invoices attached thereto.

6. The fees and expenses of the Co-Examiners and their assistants were paid in full from a joint defense fund into which Sherwin-Williams, NL and Millennium periodically would deposit money to pay for these expenses.

7. The total amount paid by these defendants for fees and expenses of the Co-Examiners and their assistants is \$218,420.64.

8. As liaison counsel, I also arranged for conference call availability and stenographic recording of all interviews conducted by the Co-Examiners, as well as distribution of transcripts to defense counsel and to the Co-Examiners. I am familiar with all invoices submitted by Allied Court Reporting and paid by Sherwin-Williams, NL and/or Millennium for all court reporting services in connection with these interviews. I am also familiar with the monthly bills submitted by Verizon Conferencing and paid by Blish & Cavanagh, which costs were ultimately billed to and paid by Sherwin-Williams.

9. From April 2, 2008 through June 11, 2008, the Co-Examiners conducted a total

of 25 in-person and phone interviews of 30 individuals (some of whom were questioned by the Co-Examiners alongside another interviewee(s)). For all but the interviews on April 2, 2008 and on May 9, 2008, which interviews were conducted entirely in person, the Co-Examiners, the interviewee and/or counsel for one of more of the parties participated in the interview by phone in order to save time and resources and to better accommodate the schedules of all persons involved. The questioning was done entirely by the Co-Examiners, with the parties being permitted to submit additional questions to the Co-Examiners in writing for their consideration to ask.

10. Attached as Exhibit 2 is a true and accurate list of all interviews conducted by the Co-Examiners, arranged by date of the interview, name of the interviewee, invoice number and cost of the interview transcripts, with all supporting invoices attached thereto.

11. The cost of the transcripts for the first two interviews, conducted on April 2, 2008, were paid in full, albeit separately, by counsel for Sherwin-Williams and counsel for Millennium, and are therefore listed with two separate invoice numbers and amounts. For the remaining 21 interviews, counsel for NL received the invoices and paid all such amounts from the joint defense fund described in paragraph 6, *supra*.

12. The total amount paid by Sherwin-Williams, NL and Millennium for transcripts of interviews conducted by the Co-Examiners is \$15,554.75.

13. Attached as Exhibit 3 is a true and accurate list of the conference call expenses incurred in conducting the interviews, with supporting monthly statements attached thereto.

14. One monthly statement from Verizon, dated June 22, 2008, includes other expenses not associated with this matter. Accordingly, the fees for such unrelated calls, which are bracketed in the margins, have been deducted from the amount due and the tax and surcharges have likewise been deducted on a pro rata basis. Those deductions are reflected in the amounts set forth in Exhibit 3.

15. The total amount paid by Sherwin-Williams for conference calls for all the interviews conducted by the Co-Examiners is \$8,295.82.

16. The total costs incurred by Sherwin-William, NL and Millennium for the fees and expenses of the Co-Examiners and their assistants, and for the transcripts and conference calling for all interviews conducted by the Co-Examiners is \$242,271.21.

17. All expenses included herein are accurate in description and amount, supported by an underlying invoice, are not duplicative of any others contained herein, and have been paid in full by Sherwin-Williams, NL and/or Millennium. Each cost was reasonably and necessarily incurred in connection with the appointment of and efforts undertaken by the Co-Examiners and their assistants.

18. To my knowledge as liaison counsel, there are no outstanding fees or expenses which have been incurred since June 30, 2008, in connection with the efforts undertaken by the Co-Examiners as ordered by this Court.

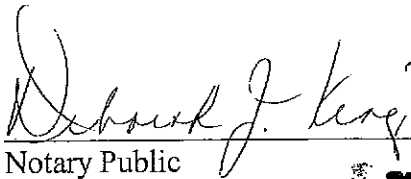
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24 day
of July, 2008.



Kristin E. Rodgers

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, Rhode Island on the 24th day of July, 2008, before me
personally appeared Kristin E. Rodgers to me known and known by me to be the party
executing the foregoing instrument, and she acknowledged said instrument, by she so
executed to be her free act and deed.



Notary Public
My Commission Expires: **DEBORAH J. KING**
Notary Public of Rhode Island
My Commission Expires 7-10-2009