

**EXHIBIT A**

**IN THE CIRCUIT COURT OF  
PUTNAM COUNTY, WEST VIRGINIA**

ZINA G. BIBB, et al.,

*Plaintiffs,*

v.

MONSANTO COMPANY, et al.,

*Defendants.*

CIVIL ACTION NO. 04-C-465  
(Derek C Swope, Circuit Judge  
by temporary assignment)

**MEDICAL MONITORING CLASS SETTLEMENT AGREEMENT**

**1. PARTIES**

1.1 Plaintiffs. The "Plaintiffs" consist of the Medical Monitoring Class Representatives and the Medical Monitoring Class, as defined below.

(a) "Medical Monitoring Class Representatives" means Plaintiffs, Vicki Bailey; Zina G. Bibb; Herbert W. Dixon and Norma J. Dixon, husband and wife; Donald R. Rhodes and Wanda M. Rhodes, husband and wife; and Betty Tyson and Charles S. Tyson, husband and wife.

(b) "Medical Monitoring Class" means the class of persons who have resided, worked full time, or attended school full time in the Class Area during the Class Period. "Medical Monitoring Class" refers to the named Medical Monitoring Class Representatives and all members of the Medical Monitoring Class.

1.2 Defendants. The "Defendants" means Monsanto Company and Pharmacia Corporation.

1.3 The Plaintiffs and Defendants are together referred to herein as the "Parties" and each individually, a "Party."

(a) The Parties agree that this Medical Monitoring Class Settlement Agreement ("MMCSA") extends to, is binding upon, and inures to the benefit of, Plaintiffs' heirs, trustees, executors, administrators, principals, beneficiaries, and assigns, whether or not named herein.

(b) The Parties also agree that this MMCSA extends to, is binding upon, and inures to the benefit of, Defendants' current and former officers and directors, or any assignee, successor, predecessor, direct or indirect subsidiary, direct or indirect parent company, divisions, affiliates, attorneys, employees, and agents, whether or not named herein.

(c) The Parties also agree that this MMCSA inures to the benefit of all persons and entities who have at any time heretofore been named as a defendant in this Action, and any separate personal injury or death action, including, without limitation, Solutia, Inc.; Akzo Nobel Chemicals Inc.; Akzo Nobel Services, Inc.; Akzo Chemicals, Inc.; Flexsys America Co.; Flexsys America, L.P.; Flexsys International, L.P.; and Flexsys International Co., Arch of West Virginia, Inc.; Amherst Coal Company; Apogee Coal Company; and the City of Nitro, West Virginia.

## 2. **DEFINITIONS**

For purposes of this MMCSA, the following definitions shall apply:

2.1 The "Action" means the action captioned above, being Bibb, et al. v. Monsanto Company, et al., Circuit Court of Putnam County, West Virginia, No. 04-C-465.

2.2 "Business Day" means any day other than a Saturday, Sunday, or any other day declared a holiday by the federal government or State of West Virginia.

2.3 "Class Area" means the geographic designated by the Court's Class Certification Order of January 8, 2008, as shown on the map attached hereto as Exhibit A and designated on said map as Class Area.

2.4 "Class Counsel" means The Calwell Practice, PLLC, as Class Counsel and Counsel for Plaintiffs and any attorneys designated by The Calwell Practice, PLLC, to assist in the representation of the Medical Monitoring Class.

2.5 "Class Notice" means the Notice of Medical Monitoring Class Settlement to be approved by the Court in the form attached hereto as Exhibit B, to be accomplished in a manner consistent with and equivalent to the procedures followed for Notice of Class Certification.

2.6 "Class Period," as it pertains to the Medical Monitoring Class, means January 1, 1948 to September 30, 2010.

2.7 "Complaint" means the class action complaint filed by Plaintiffs against Defendants and others in the Action on or about December 17, 2004.

2.8 "Counsel for Defendants" or "Defendants' Counsel" refers to Charles M. Love, III, Esquire of Bowles Rice McDavid Graff & Love LLP and Thomas M. Goutman, Esquire, of White and Williams LLP.

2.9 The "Court" means the Circuit Court of Putnam County, West Virginia in which the Action is pending.

2.10 "Effective date" means the date on which this Medical Monitoring Settlement becomes final, as further defined in Section 7 of this MMCSA.

2.11 "Eligible class member" means all members of the medical monitoring class who meet the entry criteria for participation in the Medical Monitoring Program. Once an eligible class members registers for the Program, he/she will receive notice by first-class mail of the

commencement of each Screening Period. Participation in the Program is completely voluntary. Participants will remain eligible to participate in the Program even if they have never actually participated in prior Screening Periods or have skipped Screening Periods.

2.12 "Entry Criteria" means requirements as specified in the MMCSA to qualify for participation in the Medical Monitoring Program. Those requirements are: (1) producing reasonable proof (meaning a fully completed and verified Questionnaire) of belonging to one or more of the Eligibility Criteria Groups as set forth in Exhibit C of the MMCSA; and (2) never having worked at the Defendants' Nitro Plant, either directly for Defendants or through another employer.

2.13 "Fairness Hearing" means the hearing to be conducted by the Court under West Virginia Rule of Civil Procedure 23(e) to consider the fairness, adequacy, and reasonableness of this MMCSA.

2.14 "Hospital" means The Thomas Health Care System and any of its facilities, including The Thomas Memorial Hospital in South Charleston, West Virginia, and The Thomas Memorial Hospital Occupational Health Service in Charleston, West Virginia.

2.15 "Initial Screening Period" means the first Screening Period following the Effective Date, and will consist of notice of commencement of Screening Period, registration, testing, and the reporting of test results as set forth in the MMCSA.

2.16 "Laboratory" means the Laboratory identified in Exhibit D or such other Laboratory as may be designated by Defendants.

2.17 "Medical monitoring" means examinations and testing to detect serious latent (i.e., asymptomatic) diseases before those diseases become manifest or symptomatic. Medical monitoring, monitoring, and screening are used interchangeably in the MMCSA. Medical

Monitoring does not mean medical management, which is the eliciting of signs and symptoms of disease, ordering tests to diagnose a disease process or condition that is causing those signs and symptoms, and rendering care.

2.18 "Medical Monitoring Area" refers to the area so designated on the map attached as Exhibit A.

2.19 "Medical Monitoring Class Settlement" refers to the terms of the settlement described herein.

2.20 "Medical Monitoring Class Settlement Agreement" ("MMCSA") refers to this settlement agreement.

2.21 "Medical Monitoring Fund" ("Fund") means the Fund to be established by Defendant Monsanto Company to pay the costs of Medical Monitoring Program and its administration.

2.22 "Medical Monitoring Program" ("Program") is the program described in the MMCSA.

2.23 "Medical Monitoring Program Administrator" means an individual or entity agreed to by the Parties and designated by the Court, who/which will be responsible for overseeing the Program.

2.24 "Participant" means eligible class members.

2.25 The "Plant" refers to the former Defendants' Nitro Plant located in Nitro, West Virginia, which is no longer operational.

2.26 "Registration Administrator" means the person or entity who will be responsible for the Registration Process, as further defined in Exhibit F hereto. The Registration Administrator shall be the Medical Monitoring Program Administrator.

2.27 "Registration Process" means notice to class members of the Initial Screening Period, administration of questionnaires, determination of eligibility, and assisting in scheduling participants in the Program.

2.28 "Screening Period" means the period of time, to occur every five years for 30 years commencing 60 days after the Effective Date, during which testing and the reporting of test results will occur as set forth in the MMCSA, except as provided in Section 2.28 below.

2.29 "Triggering Event" means the occurrence of an event as defined in Exhibit D. If a Triggering Event occurs during a Screening Period, the next Screening Period will occur in two years instead of five, and Defendants' contribution to the Fund for that next Screening Period will increase from the base amount to \$5.4 million. The two-year interval screening and funding increase will occur only if a Triggering Event occurred during the immediately preceding Screening Period.

### 3. **RECITALS**

3.1 The Action is currently pending in the Court before the Honorable Judge Derek C. Swope, Circuit Judge.

3.2 On or about December 17, 2004, Plaintiffs filed a Complaint alleging that their property and persons were contaminated by dioxins released at the Plant. Specifically, Plaintiffs allege that waste disposal practices at the Plant between 1948 and 1969 resulted in widespread dioxin contamination in the Class Area.

3.3 In the Amended Motion for Class Certification dated August 24, 2007, Plaintiffs sought class certification for all those persons "who have had their person and/or real property contaminated with dioxins and/or dioxin-like compounds" by the Plant within the Class Area.

3.4 The Action was certified by the Court as a class action pursuant to a Class Certification Order issued by the Court on January 8, 2008. The Court certified two classes: a "Property Class" and a "Medical Monitoring Class."

3.5 Pursuant to the Class Certification Order, the Court defined the Medical Monitoring Class as "[t]hose persons who have resided, worked full time, or attended school full time in the Class Affected Area during the period 1948 to the present." This class definition was later amended but then returned to the original definition pursuant to the Order Amending the Definition of the Medical Monitoring Class dated March 26, 2010.

3.6 Over the course of the last eight years, the Parties have engaged in extensive class and merits discovery such that the Parties' legal and factual positions are well known to each other and the Court.

3.7 Plaintiffs claim that they have sustained significant exposure, relative to the general population, to a proven hazardous substance (dioxin), through the tortious conduct of the Defendants, specifically the burning of production waste from 1948 to 1969. Plaintiffs further claim that as a proximate result of that significant exposure, Plaintiffs have suffered a significantly increased risk of contracting serious latent (asymptomatic) illnesses. Plaintiffs further claim that the increased risk of disease makes it reasonably necessary for Plaintiffs to undergo periodic diagnostic testing different than what would be prescribed in the absence of the exposure, and that monitoring procedures exist that make early detection of the disease possible.

3.8 Defendants have developed evidence (which Plaintiffs dispute) that suggests that Defendants will prevail at trial, Including:

- (a) serum dioxin testing of class members showing normal dioxin levels;



(b) testing of soil in the Class Area showing dioxin levels that are "inconsequential;"

(c) testing of dust in residences of class members showing average dioxin levels substantially below the United States Environmental Protection Agency ("USEPA") Soil Guideline of 1000 ppt;

(d) the presence of numerous other potential sources of dioxin in the Class Area;

(e) testing showing that virtually all of the dioxin found in the Class Area was not the type associated with Defendants' Plant;

(f) scientific literature that demonstrates that virtually all dioxin found in humans comes from food and not from air, soil, and dust;

(g) investigations performed by the United States Department of Health and Human Services, the USEPA, and the West Virginia Department of Health and Human Resources that found that dioxin levels found in Nitro schools and public buildings were safe and did not pose any health hazard;

(h) Official statistics compiled by the Centers for Disease Control and the West Virginia Department of Health and Human Resources that demonstrate that the rates of diseases Plaintiffs claim to be associated with dioxin exposure (including cancer) are the same as or lower in Putnam and Kanawha Counties (where the Class Area is located) than other West Virginia counties;

(i) workers at the Plant were subject to several health studies over many decades, including a study sponsored by the Union, and those studies showed no unusual health problems except for a skin condition called chloracne;

(j) Defendants' operation of the Plant and its waste disposal practices were safe and consistent with the standards and practices of the time (1948-69).

3.9 Class Counsel has handled numerous cases of this type over many decades and fully appreciates the strengths and weaknesses of Plaintiffs' case, the challenges he faces in prevailing during a lengthy trial, and the very real risk that the class members he has aggressively represented and whose cause he has championed for many years may end up with nothing. In light of the above enumerated evidentiary issues, Class Counsel's judgment is that it is in the best interests of the Plaintiffs to seek resolution of the medical monitoring claims through settlement rather than through a verdict of uncertain outcome and the certainty of lengthy appeals regardless of the outcome of a jury verdict.

3.10 In order to ensure that class members receive that for which they brought this lawsuit, Class Counsel has succeeded in fashioning a settlement that allows eligible class members to participate in a sound Medical Monitoring Program and have their homes cleaned.

3.11 Defendants believe that there exists no dioxin problem in the Class Area, consistent with the findings of the United States Department of Health, the USEPA, and the West Virginia Department of Health and Human Resources. The Medical Monitoring Program that the MMCSA establishes (with Court approval) will provide eligible class members the remedy they sought: periodic medical testing. The MMCSA will also require substantial increases in Defendants' funding of the Program should serum dioxin testing, which is part of the program, show above-background serum dioxin levels as defined by the MMCSA.

#### 4. **MEDICAL MONITORING PROGRAM AND FUND**

4.1 **Establishment of a Medical Monitoring Fund:** A Medical Monitoring Fund shall be established within 30 days of the Effective Date. The Fund shall operate as follows:

(a) The Fund will be established in an interest-bearing account in a bank selected by Defendants.

(b) The Fund will be administered by the Medical Monitoring Fund Administrator for a fee negotiated by Defendants to be paid out of the Fund.

(c) Defendants will be responsible for maintaining appropriate balances in the Fund as further outlined below.

(d) Payment for all examinations and testing will be dispersed from the Fund on a "pay as you go" basis. Any part of the Fund not used for medical monitoring during any Screening Period as set forth below will be returned to Defendants.

4.2 The Medical Monitoring Program: The Medical Monitoring Program ("Program") will operate as follows:

(a) The Program will follow the principles and protocols set forth in Exhibit E to the MMCSA;

(b) Eligibility for medical monitoring: only those class members who satisfy the Entry Criteria as set forth in Section 2.12 above and Exhibit E to the MMCSA will be eligible to participate in the Program.

(c) The Registration Procedures for the Program are set forth in Exhibit F to the MMCSA;

(d) The initial Screening Period ("Year 0") will commence within 60 days of the Effective Date and follow this timeline: (1) Notice to Class followed by a 120 day Registration Period, to coincide with the Property Class Registration Period; (2) Thereafter, Participants will have 150 days to have testing performed as set forth in the Program; (3) Thereafter, within 120 days of the completion of testing, the Hospital will issue reports

summarizing the test results and send them to the Participants and/or the Participant's primary care physician, at the Participants' election.

(e) Each subsequent Screening Period (i.e., Year 5, Year 10, Year 15, Year 20, Year 25, and Year 30) will follow this timeline: (1) On or about May 1 of that year, mailing by first class mail to Participants in the Initial Screening Period of notice of the commencement of another Screening Period with instructions on how to schedule testing; (2) Thereafter, Participants will have 90 days to have testing performed; (3) Thereafter, within 120 days of the completion of testing, the Hospital will issue reports summarizing the test results and send them to the Participants and/or the Participant's primary care physician, at the Participants' election.

(f) Defendants will deposit \$3 million to fund Years 0, 5, 10, 15, 20, 25, and 30 screening except as provided for below. Should the Fund have inadequate money to cover Program costs in Years 0, 5, or 10, the Medical Monitoring Fund Administrator may supplement the Fund as follows: for Year 0, the Administrator may direct the Defendants to add for use in Year 0, up to \$1 million in funds previously designated for Year 30; for Year 5, the Administrator may direct the Defendants to add for use in Year 5, up to \$1 million in funds previously designated for Year 25; for Year 15, the Administrator may direct the Defendants to add for use in Year 15, up to \$1 million in funds previously designated for Year 20.

(g) The Screening Period will take place every five years for a total of 30 years, except if a Triggering Event occurs as described below.

(h) The amount to be deposited into the Fund to pay for each year's screening will be not less than \$3 million (except as described in Section 4.2(f)), and will increase should a Triggering Event occur, in which case the funding shall be increased as set forth below. A "Triggering Event" is defined in Exhibit D, Section 6.

(i) Should a Triggering Event occur, during any Screening Period, the next Screening Period will occur within two years instead of five, and Defendants' contribution to the Fund for that next Screening Period will increase from the base amount to \$5.4 million. The two-year interval screening and funding increase will occur only if a Triggering Event occurred during the immediately preceding Screening Period. If during that next Screening Period, a Triggering Event does not occur, the subsequent Screening Period will take place in five years following the last Screening Period and will return to the \$3 million funding (except as described in Section 4.2(f) above).

(j) Total funding for the Program: should Triggering Events occur in each of the preceding Screening Periods, total funding will be at a minimum as follows: Year 0--\$3 million; Year 2--\$5.4 million; Year 4--\$5.4 million; Year 6--\$5.4 million; Year 8--\$5.4 million; Year 10--\$5.4 million; Year 12--\$5.4 million; Year 14--\$5.4 million; Year 16--\$5.4 million; Year 18--\$5.4 million; Year 20--\$5.4 million; Year 22--\$5.4 million; Year 24--\$5.4 million; Year 26--\$5.4 million; Year 28--\$5.4 million; Year 30--\$5.4 million; or a total of \$84 million.

(k) The Fund will be responsible for the following expenses: fees and costs of the Medical Monitoring Registration Administrator, the Medical Monitoring Program Administrator, the Hospital (including examinations, testing and the issuance and mailing of reports), the Laboratory, and all notices of commencement of Screening Periods.

(l) Notice of the commencement of the Initial Screening Period will be accomplished by first-class mail sent to all those who provided notification of their intention to participate following Class Notice. Notice of the commencement of all subsequent Screening Periods will be accomplished by first-class mail to all Program Participants.

4.3 Informed Consent/Release: All participating Medical Monitoring Class members shall execute an Informed Consent form drafted jointly by the Hospital, Class Counsel and Defendants' Counsel, which will include a Release of Defendants for all medical malpractice claims that might arise from the class members' participation in the Program.

4.4 It is agreed that under no circumstances will incentive payments be made to the Medical Monitoring Class to encourage participation in the Program or for any other purpose.

4.5

## 5. CLASS COUNSEL'S OBLIGATIONS

5.1 Withdrawal of All Appeals. Class Counsel agrees that upon entry of an order granting the Preliminary Motion (as defined below) seeking approval of this MMCSA as discussed in Section 6.2, he will withdraw all pending appeals, writs, or other appellate motions or matters, pending and subject to the final approval of this MMCSA as discussed in Sections 6.5 through 6.6.

5.2 Class Counsel, in consultation with Defendants' Counsel, agrees to generate and present all evidentiary support as needed to obtain judicial approval of the Medical Monitoring Class Settlement as set forth in Section 6, including but not limited to expert testimony.

## 6. JUDICIAL APPROVAL PROCESS

6.1 Necessity of Court Approval. The Parties are required to seek the Court's approval of any class or subclass settlement. See W.Va. R. Civ. P. 23(e). The Parties contemplate that the following procedure will be followed to effectuate the settlement.

6.2 Motion for Preliminary Approval of Class Settlements and Class Notice. On or before February 20, 2012, or such other date as may be set by the Court, Class Counsel will

prepare and lodge with the Court a motion ("Preliminary Motion") with the Court seeking an order ("Preliminary Approval Order" attached hereto as Exhibit G) which shall:

(a) preliminarily approve this MMCSA;

(b) direct the time and manner of the Class Notice to be served upon the Medical Monitoring Class; and

(c) find that:

(i) the proposed form of Class Notice fairly and adequately:

(1) describes the terms and effect of this MMCSA;

(2) provides notice to the Medical Monitoring Class of the time and place of the Fairness Hearing; and

(3) describes the method by which any member of the Medical Monitoring Class may object to the settlement.

(ii) the proposed manner of serving the Class Notice to the members of the Medical Monitoring Class shall be consistent with the manner in which Notice of Class Certification was accomplished for the Medical Monitoring Class;

6.3 Preliminary Approval of Class Settlements. The Preliminary Motion will ask that the Court preliminarily approve the Medical Monitoring Class Settlement consistent with this MMCSA by hearing on February 23, 2012, or such other date as may be set by the Court.

6.4 Issuance of Notice of Medical Monitoring Class Settlement. On or before April 5, 2012, Class Counsel will commence Class Notice;

6.5 The Fairness Hearing. On June 7, 2012, or such other date as may be set by the Court, the Court will consider any objections by members of the Medical Monitoring Class and

determine whether to enter the order in substantially the form attached hereto as Exhibit H (the "Final Order"), which shall

- (a) approve this MMCSA;
- (b) dismiss, with prejudice, each claim asserted in the Action; and
- (c) permanently enjoin the members of the Medical Monitoring Class from bringing any claim released under this MMCSA against any Defendant, either derivatively or on behalf of themselves, or through any person or entity purporting to act on their behalf or purporting to assert any claim released under this MMCSA in any forum, action or proceeding of any kind.

6.6 It is expressly agreed and understood that all Class Members shall have standing to object to the Settlement.

6.7 At the Fairness Hearing, Class Counsel will urge the Court to enter the Final Order. At that time, Class Counsel will also request that the Court enter orders approving the Medical Monitoring Program and Fund and awarding attorneys' fees and expenses to Class Counsel. The Parties agree to support entry of the Court's Final Order as contemplated herein. The Defendants will urge the Court to enter the Final Order and will not oppose Class Counsel's request for attorneys' fees if the request does not exceed the amount described in Section 11.2.

6.8 Defendants' Reservation of Rights. If the Court does not enter the Preliminary Approval Order, the Final Order, or the settlement does not become final for any reason, the Defendants specifically reserve their right to move to decertify or otherwise oppose class certification of the Medical Monitoring Class in this Action and the Action will, for all purposes, revert to its status as of January 24, 2012.



7. **EFFECTIVE DATE OF CLASS SETTLEMENT; CONDITIONS TO FINALITY OF MEDICAL MONITORING CLASS SETTLEMENT**

7.1 The Medical Monitoring Class Settlement provided for in this MMCSA shall be final and unconditional on the first Business Day after each of the following conditions have been satisfied or waived ("Effective Date"):

- (a) Preliminary Approval. The Court enters the Preliminary Approval Order;
- (b) Issuance of Class Notice. Class Counsel causes the Class Notice to be served in accordance with the Preliminary Approval Order;
- (c) Final Order. The Court issues the Final Order;
- (d) Dismissal of Action. The Action is dismissed with prejudice pursuant to the Court's Final Order; and
- (e) Expiration of Appeal Periods and/or Resolution of All Appeals.
  - (i) if no appeal is taken from a court order or judgment, the date after the time to appeal therefrom has expired; or
  - (ii) if any appeal is taken from a court order or judgment, the date after all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing en banc, and petitions for certiorari or any other form of review, have been finally disposed of, such that the time to appeal therefrom has expired, in a manner resulting in an affirmance without material modification of the relevant order or judgment.

7.2 Disputes Concerning Effective Date. Any disputes as to whether the Effective Date has occurred shall be resolved by the Court upon the request of any Party.

8. **RELEASES**

8.1 General Release of All Claims. Except as provided in Section 8.2, on the Effective Date, each Medical Monitoring Class member and their heirs, trustees, executors,

administrators, principals, beneficiaries, and assigns, irrevocably, absolutely, and unconditionally release and forever discharge Defendants and their current and former officers and directors, or any assignee, successor, predecessor, direct or indirect subsidiary, direct or indirect parent company, divisions, affiliates, attorneys, employees, and agents from all past and present known and unknown claims, demands, damages, causes of action, or suits seeking damages or other legal or equitable relief, for medical monitoring arising out of or related in any way to operation of the Plant, including without limitation:

(a) any and all manufacturing process or activities at the Plant, including but not limited to the 2,4,5-T manufacturing process;

(b) any and all waste disposal practices, whether the waste disposal occurred on or off the Plant site; and

(c) any chemicals, substances, contaminants that may have originated at, were used at, were transported to or from, or that are or were ever present at the Plant.

(d) Class members reserve the right to pursue any and all claims which they may assert against the defendants for any claim other than that for medical monitoring, including but not limited to any claim for personal injury which may arise.

8.2 Claims Subject of Separate Agreements. The Parties acknowledge that they will promptly execute a separate Property Class Settlement Agreement, which will irrevocably, absolutely, and unconditionally release and forever discharge any all past and present known and unknown claims, demands, damages, causes of action, or suits seeking damages or other legal or equitable relief, arising out of or related to property damage or contamination in any way related to the operation of the Plant in the same manner as provided in Section 8.1.

8.3 Medicare, Medicaid, and Other Liens.

(a) Each member of the Medical Monitoring Class hereby accepts sole, full, and complete responsibility for satisfying and discharging any medical, disability, indemnity, or other lien or expense of any kind asserted by any private or public entity, including but not limited to Medicare, Medicaid, Social Security, and/or any similar state agency, which resulted from the claims referred to in this MMCSA or any consideration paid hereunder.

(b) Each member of the Medical Monitoring Class agrees to indemnify and hold harmless Defendants against any and all past, present, future, or potential claims and actions by or any private or public entity, including but not limited to Medicare, Medicaid, Social Security, and/or any similar state agency individual or organization, claiming any right of contribution, indemnification, subrogation, or payment of any nature whatsoever asserted against Defendants and their current and former officers and directors, or any assignee, successor, predecessor, direct or indirect subsidiary, direct or indirect parent company, divisions, affiliates, attorneys, employees, and agents, which resulted from the claims referred to in this MMCSA or any consideration paid hereunder.

9. **REPRESENTATION AND WARRANTIES**

The Parties hereto represent and warrant:

9.1 Representation and Warranty of Medical Monitoring Class. The Class Representatives, acting on behalf of and in the interests of all Class Members, represent and warrant that they are voluntarily entering into this MMCSA as a result of negotiations between Class Counsel and Defendants' Counsel, that in authorizing Class Counsel to execute this MMCSA, they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of Class Counsel, concerning the nature, extent, and duration of their rights and claims and regarding all matters which relate to this MMCSA, and that they have not

been influenced to any extent whatsoever in executing this MMCSA by any representations, statements, or omissions by any Party or by any representative of any Party, that they assume the risk of mistake as to facts or law, that they have carefully read this MMCSA, and that they have made whatever investigation of the facts pertaining to the settlement and the MMCSA as they deem necessary.

9.2 Representations and Warranties of Class Counsel. Class Counsel hereby represents and warrants that he is fully authorized and empowered to enter into this MMCSA on behalf of the Medical Monitoring Class, and acknowledge that Defendants enter into this MMCSA in reliance of such representations.

9.3 Counsel for Defendants Authorization. Counsel for Defendants hereby represent and warrant that they are fully authorized and empowered to enter into this MMCSA on behalf of Defendants, and acknowledge that the Medical Monitoring Class enter into this MMCSA in reliance of such representation.

## 10. NO ADMISSION OF LIABILITY AND PRESERVATION OF ALL DEFENSES

10.1 This MMCSA does not constitute an admission as to the merits, validity, or accuracy, or lack thereof, of any of the allegations or claims of the Action.

10.2 The Parties understand and agree that this MMCSA embodies a compromise of disputed claims, and nothing in this MMCSA, including the furnishing of consideration hereunder, shall be deemed to constitute an admission, finding, or wrongdoing, whether factual or legal, by any of the Defendants, or give rise to any inference of wrongdoing or admission of wrongdoing or liability, whether factual or legal, in this or any other proceeding.

10.3 The Defendants specifically deny any liability or wrongdoing as well as the validity and accuracy of the allegations or the claims of the Action.

10.4 Neither the fact nor the terms of this MMCSA shall be offered or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this MMCSA or arising out of or relating to any Court order enforcing this MMCSA.

10.5 By their agreement hereto, Defendants do not waive any defenses or affirmative defenses that they may be entitled to assert in any future litigation.

11. **COMPENSATION OF MEDICAL MONITORING CLASS REPRESENTATIVES AND CLASS COUNSEL**

11.1 No Separate Service Awards to Medical Monitoring Class Representatives. Any service awards for the Medical Monitoring Class Representatives will be paid from attorneys' fees and expenses awarded to Class Counsel by the Court.

11.2 Attorneys' Fees and Costs. Class Counsel will apply to the Court for an award of attorneys' fees and costs. Defendants will not oppose Class Counsel's application for attorneys' fees and costs up to \$29,500,000 total for both the Medical Monitoring Class Settlement and the Property Class Settlement, and agree that any such request is fair and reasonable.. Class Counsel has set forth his request for an award of fees and costs in connection with the settlement of both the Medical Monitoring Class and the Property Remediation Class in his Motion for Preliminary Approval of Class Settlements, which is incorporated by reference here. The apportionment of fees and costs to Medical Monitoring is \$20,250,000 for fees and \$5,000,000 for costs as more fully appears in Class Counsel's aforesaid Motion. As a percentage of the total value of the settlement for both classes, the fees apportioned to Medical Monitoring are approximately 18% of the whole.

11.3 Costs of Class Notice. All costs of Class Notice shall be born exclusively by Class Counsel.

12. **DISPUTE RESOLUTION**

12.1 The Court shall retain jurisdiction over the Action and the Parties for purposes of enforcement of the Medical Monitoring Class Settlement.

12.2 The Parties and their counsel will attempt in good faith to resolve any dispute or controversy arising from the Medical Monitoring Class Settlement, including without limitation, those relating to rights or obligations of the Parties or the terms and conditions of this MMCSA.

13. **TERMINATION OF SETTLEMENT**

13.1 Separate Settlement Agreements. The Parties acknowledge that they will promptly execute a separate Property Class Settlement Agreement as described in Section 8.2 hereof.

13.2 Interdependence of Medical Monitoring Class and Property Class Settlements.

(a) The Parties agree that the Medical Monitoring Class Settlement and the Property Class Settlement are interdependent, and that Court approval for both shall be sought simultaneously.

(b) If the Court does not approve either settlement without material alteration, or if, on appeal, the Court's approval of either settlement is reversed or modified in a material manner, or either settlement is unenforceable for any reason, Defendants, at their sole and exclusive election, may void the other settlement by delivering written notification of such election to Class Counsel within 10 Business Days.

(c) It is agreed that any alteration or modification of the MMCSA that increases the cost of the Settlement to the Defendants will be deemed material.

13.3 If the Medical Monitoring Class Settlement fails for any reason or if this Medical Monitoring Class Settlement is terminated by Defendants, then:

(a) this MMCSA and the Medical Monitoring Settlement shall have no further force or effect;

(b) all proceedings that have taken place with regard to this MMCSA or the Medical Monitoring Settlement shall be without prejudice to the rights and contentions of the Parties or any of the Medical Monitoring Class members in the Action; and

(c) the Parties hereto agree that they will promptly file a joint motion with the Court to vacate all orders entered pursuant to the terms of this MMCSA.

#### 14. MISCELLANEOUS PROVISIONS

14.1 Construction. This document was drafted jointly and is not to be construed against any party.

14.2 Non-severability of Provisions. The provisions of this MMCSA are not severable. The invalidation or non-approval of a single provision will invalidate the entire MMCSA.

14.3 Materiality of Breach. It is agreed that the breach of any of the provisions of this MMCSA may be deemed material.

14.4 Amendment. This MMCSA represents an integrated document negotiated and agreed to between the Parties and shall not be amended, modified, or supplemented, nor shall any of its provisions be deemed to be waived, unless by written agreement signed by Class Counsel and Counsel for Defendants.

14.5 Survival. All representations, warranties, and covenants set forth in this MMCSA shall be deemed continuing and shall survive the termination or expiration of this MMCSA.

14.6 Public Comment. The Parties shall request that the Court modify its "gag order" so as to permit the release of a joint press release, the content of which will be agreed to by both

Parties. In all other respects, the “gag order” shall remain in full force and effect. Nothing in this provision shall prevent Defendants from making such disclosures as required by law.

14.7 Cooperation.

(a) The Parties shall reasonably cooperate, without further consideration, with each other to effect this Medical Monitoring Class Settlement and all terms thereof, including, without limitation, Court approval, Class Notice, the Fairness Hearing, Final Approval, and the Medical Monitoring Program.

(b) This duty of cooperation includes, but it is not limited, the execution and delivery of any and all such other documents and the taking of any and all such other actions as may be reasonably necessary to effectuate this MMCSA.

14.8 Counterparts. This MMCSA may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Photocopies of fully executed copies of this MMCSA may be treated as originals.

14.9 Service of Notice. The service of papers and notices under this MMCSA shall be made upon Plaintiffs to Class Counsel:

W. Stuart Calwell, Jr., Esquire  
THE CALWELL PRACTICE PLLC  
Law and Arts Center West  
500 Randolph Street  
Charleston, WV 25302

and upon Defendants by serving Defendants’ Counsel:

Charles M. Love, III, Esquire  
BOWLES RICE MCDAVID GRAFF & LOVE LLP  
P. O. Box. 1386  
Charleston, West Virginia 25325-1386

and

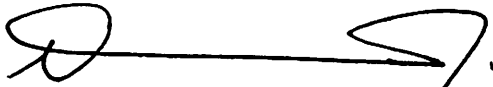


Thomas M. Goutman, Esquire  
WHITE AND WILLIAMS LLP  
1650 Market Street  
One Liberty Place, Suite 1800  
Philadelphia, PA 19103.

14.10 Governing Law. This Settlement Agreement shall be governed by the laws of the State of West Virginia without giving effect to the conflict of laws or choice of law provisions thereof, except to the extent that the laws of the United States govern any matter set forth herein.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

**FOR PLAINTIFFS:**



W. Stuart Calwell, Jr. (WVSB #595)  
THE CALWELL PRACTICE  
Law and Arts Center West  
500 Randolph Street  
Charleston, West Virginia 25302  
(304) 343-4323  
For Plaintiffs by Class Counsel

**FOR DEFENDANTS, MONSANTO COMPANY AND PHARMACIA CORPORATION,  
BY COUNSEL:**



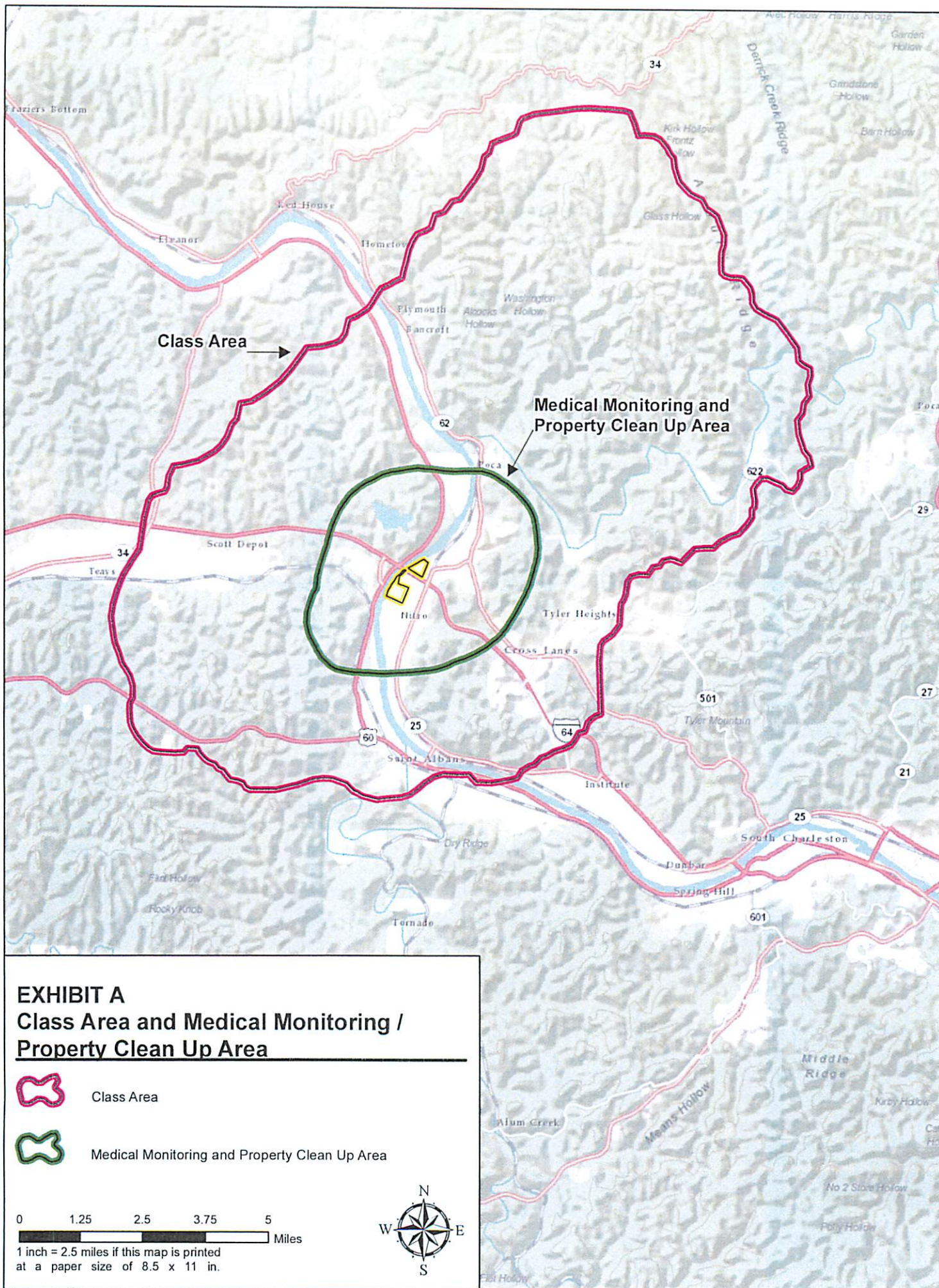
Charles M. Love, III (WVSB #2254)  
BOWLES RICE McDAVID GRAFF & LOVE LLP  
Post Office Box 1386  
Charleston, West Virginia 25325  
(304) 347-1100  
For Defendants, Monsanto Company  
and Pharmacia Corporation by its Counsel



Thomas M. Goutman (PaB #30236)  
WHITE AND WILLIAMS LLP  
1650 Market Street  
One Liberty Place, Suite 1800  
Philadelphia, Pennsylvania 19103  
(215) 864-7057  
For Defendants, Monsanto Company  
and Pharmacia Corporation by its Counsel

**EXHIBIT A**

**MAP OF CLASS AREA AND MEDICAL MONITORING AREA**





**EXHIBIT B**  
**FORM OF**  
**NOTICE OF MEDICAL MONITORING CLASS SETTLEMENT**  
**IN THE CIRCUIT COURT OF**  
**PUTNAM COUNTY, WEST VIRGINIA**

ZINA G. BIBB, et al.,

*Plaintiffs,*

v.

CIVIL ACTION NO. 04-C-465

MONSANTO COMPANY, et al.,

*Defendants.*

**NOTICE OF PROPOSED SETTLEMENT OF**  
**MEDICAL MONITORING CLASS**

**You may be entitled to free medical testing, known as “medical monitoring,” if you worked full time, attended school full time, or lived within a certain geographic area in Putnam and Kanawha Counties, West Virginia known as the “Medical Monitoring Area” between January 1, 1948 to September 30, 2010.**

*The Circuit Court of Putnam County, West Virginia authorized this Notice.*  
*This is not a solicitation from a lawyer.*

On February 24, 2012, the Court presiding over this lawsuit issued a Preliminary Approval Order preliminarily approving Settlement of a group of persons who worked full time, attended school full time, or lived within the geographic area in Putnam and Kanawha Counties, West Virginia known as the “Medical Monitoring Area” between January 1, 1948 to September 30, 2010 (“Medical Monitoring Class”). The Area is identified in the Medical Monitoring Area Map, attached to this Notice as Exhibit A. The Settlement establishes a Medical Monitoring Program and Fund that provides eligible members of the Medical Monitoring Class with free medical monitoring at Thomas Memorial Hospital in Charleston, West Virginia, subject to the terms and conditions of the Medical Monitoring Class Settlement Agreement and the Medical Monitoring Program established thereunder.

The Court still has to decide whether to issue final approval of the Settlement. The medical monitoring will only be provided if the Court approves the Settlement and after appeals, if any, are resolved.

Your legal rights are affected whether you act or don't act. These rights and options — and the deadlines to exercise them — are explained in this Class Notice. Please read it carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS MEDICAL MONITORING SETTLEMENT:</b>	
<b>PROVIDE NOTIFICATION OF YOUR INTENTION TO REGISTER AND PARTICIPATE IN THE FREE MEDICAL MONITORING PROGRAM</b>	If you think you might want to register for and participate in the Medical Monitoring Program, you should send notification of your intention in the manner specified in Section 6 below. If you do not do so, you will receive no further notices about the Program. If the Court approves the Settlement, you will receive notice of the commencement of the Medical Monitoring Program by first-class mail and you will have 120 days thereafter to sign up.
<b>OBJECT TO THE PROPOSED SETTLEMENT</b>	Write to the Court about why you don't like the settlement. Your objections must be in writing and postmarked not later than June 7, 2012. If you are a member of the Medical Monitoring Class, you have standing to object.
<b>GO TO THE FAIRNESS HEARING</b>	Ask to speak in Court about the fairness of the Settlement. You may not speak unless have asked to do so in writing before June 7, 2012
<b>DO NOTHING NOW, DON'T OBJECT, AND DON'T PARTICIPATE IN THE MEDICAL MONITORING PROGRAM</b>	Participation in the Medical Monitoring Program is completely voluntary. Approval by the Court of the Settlement simply means that those eligible class members who wish to participate will have the opportunity to do so.

### **1. BASIC INFORMATION**

Certain persons living, working, or attending school in and around Nitro, West Virginia filed a lawsuit in 2004 in West Virginia state court alleging that that their property and persons were contaminated by dioxins released at Monsanto Company's Nitro Plant located in Nitro, West Virginia, which is no longer operational (the "Plant"). Specifically, Plaintiffs in the lawsuit allege that waste disposal practices at the Plant between 1948 and 1969 resulted in widespread dioxin contamination in the Class Area. The Defendants deny that any such contamination occurred. Nonetheless, the Parties to the lawsuit have reached a preliminary Settlement. As part of that Settlement, the Parties are required to notify certain affected persons (*i.e.*, the Medical Monitoring Class) of the Settlement, their right to participate in the Medical Monitoring Program

established under the Settlement, if it is approved by the Court, and their right to object to the Settlement.

This Class Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case directed that this Class Notice be provided to you because you have a right to know about a proposed Settlement of the Medical Monitoring Class before the Court decides whether to issue final approval of the Settlement. This Notice provides details on what options you have in response to this Settlement, and how to claim benefits provided by the Settlement.

## **2. DOES THIS NOTICE PERTAIN TO ME?**

This Notice pertains to you if you are a member of the Medical Monitoring Class. However, only those Class Members who meet the Entry Criteria will be eligible to participate in the Program. To determine if you are eligible to participate in the Medical Monitoring Program, follow the directions contained in Section 7 below.

## **3. WHAT IS A CLASS ACTION?**

In a class action, one or more people called "Class Representatives" sue on behalf of a group of people with similar claims. All of these people together are called the "Class" or "Class Members." One Court resolves the issues for all Class Members.

## **4. WHY IS THERE A SETTLEMENT?**

A settlement is not an admission of any wrongdoing by the Defendants. The Court or a jury did not make any decision in favor of the Plaintiffs or the Defendants. Instead, the two sides agreed to settle. By settling, they both avoid the risks, delays, and costs of a trial, and the Medical Monitoring Class Members will get what they sued for: free medical testing paid for by the Defendants. The Parties in the case and their attorneys believe this Settlement is the best option for everyone in the Medical Monitoring Class.

## **5. OVERVIEW OF THE MEDICAL MONITORING PROGRAM**

As part of the proposed Settlement, Defendants have agreed to fund a Medical Monitoring Program. The Medical Monitoring Program is designed to screen those members of the Medical Monitoring Class who choose to participate in the Program ("Participants"). It is based in large part on the Medical Monitoring Program recommended by the Class's own expert. It is important to remember that the Program is restricted by law to screening for latent (asymptomatic) and previously undiagnosed diseases. The Medical Monitoring Program consists of three phases. First, eligibility for medical monitoring benefits will be determined by the Registration Administrator described in Section 6. Second, eligible persons will receive screening with the Thomas Healthcare System, which will include the following tests: Serum Dioxin, Fasting Glucose, Hemoglobin A1C, Fasting Lipid Profile, Erythrocyte Sedimentation Rate, and CBC

with Differential. The Participants will also receive a History and Physical Examination. Third, reports summarizing the results of such tests will be sent to Participants and/or the Participant's primary care physician at the Participants' election. Additional medical screenings will be conducted every five years for a total of 30 years. Each of these screening intervals is known as a "Screening Period." Participants are not required to participate in every Screening Period. However, they must register for the initial screening period to receive notice of, and participate in, any subsequent screening period.

The base funding for the program will be \$21 million but Defendants will be responsible for additional contributions totalling \$63 million, should certain benchmarks regarding Participants' serum blood dioxin levels be exceeded. Also, for any single Screening Period where the benchmarks are exceeded, the next Screening Period will occur in two years instead of five.

#### **6. HOW TO RECEIVE MEDICAL MONITORING?**

If you think you might be interested in registering for and participating in the Medical Monitoring Program, you should provide notification of your interest on or before June 7, 2012. You may do that by going to: [www.BibbClass.com](http://www.BibbClass.com) or by calling 1-877-552-1274 or write: Bibb Medical Monitoring Class, PO Box 1031, Minneapolis, MN 55440-1031 so that your contact information may be recorded so that you will receive notification of settlement approval and registration information to participate in the medical monitoring program. If you do not provide notification now, you will not receive further notices concerning the Program.

If the Court approves the Settlement, notice will be sent by first-class mail to those who have provided notification as specified above. The notice will give you important information on how to sign up. The first step, eligibility determination, will be done by your filling out a Questionnaire provided by the Registration Administrator. The Registration Administrator will carefully review your Questionnaire and determine whether you are eligible to participate in the Medical Monitoring Program. To obtain the Questionnaire, you must visit the Registration Location (the specific location will be set forth in the notice) or visit the Nitro Class Settlement Website located at [www.BibbClass.com](http://www.BibbClass.com), which will contain helpful information and Questionnaires. To participate in the initial screening, and any subsequent screening, all Questionnaires must be completed and turned in during the initial Registration Period, which will last for 120 days following Final Approval of the Settlement.

#### **7. HOW DO I KNOW IF I AM ELIGIBLE?**

The eligibility criteria are set forth in the Settlement Agreement. They are based on the scientific evidence presented by the attorneys representing the Class Members and their experts. To be eligible, you must fall within one of the groups listed in Exhibit B to this Notice. The Class contends that if you fall into one or more of those groups you may be at an increased risk of disease and therefore should get the medical testing done. Also, to be eligible, you must never have worked at the Defendants' Nitro Plant.



## **8. WHEN WILL MEDICAL MONITORING BEGIN?**

Participants will begin receiving medical monitoring screening after the initial Registration Period ends. Appointments with the Thomas Healthcare System will be scheduled by the Registration Administrator during the registration process once eligibility has been determined. You will have 150 days from the end of the Registration Period within which to get your tests done.

## **9. RELEASE OF CLAIMS AGAINST DEFENDANTS AND OTHER PARTIES**

If you are a member of the Medical Monitoring Class and did not opt out of the Class, Final Approval by the Court of the Settlement will result in the dismissal of all medical monitoring claims you may have against the Defendants. In return for the dismissal of all claims Defendants have agreed to fund the Medical Monitoring Program.

## **10. THE LAWYERS REPRESENTING YOU**

The Court previously ordered that W. Stuart Calwell, Jr., Esquire, of The Calwell Practice, will represent you and the other Class Members. This lawyer and the law firm are called "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

## **11. HOW WILL CLASS COUNSEL BE PAID?**

Class Counsel will ask the Court for an award of attorneys' fees and reimbursement of expenses, which the Court will consider at the Fairness Hearing described in Section 12. The amount of attorneys' fees and costs awarded to Class Counsel by the Court are separate and apart from any benefits made available to the Medical Monitoring Class and will not affect in any way the Settlement benefits to which you are entitled. Class Counsel has petitioned the Court for an award of fees up to \$20,250,000 and for reimbursement of direct case costs of up to \$5,000,000. Defendants have agreed to pay up to those amounts should the Court find the request for fees and costs fair and reasonable. Class Counsel's petition for fees and costs and the justifications supporting the request may be reviewed at [www.BibbClass.com](http://www.BibbClass.com).

## **11. OBJECTING TO THE SETTLEMENT**

If you are a member of the Medical Monitoring Class and you wish to object to the Settlement, you can object to the Settlement or the award of attorneys' fees and costs, if you wish. You must do so in writing and must include the reasons why you think the Court should not approve the Settlement or an award of attorneys' fees and costs. The Court will consider your views.

To object, you must send a letter saying that you object to the proposed Settlement in the *Bibb v. Monsanto Co.*, NO. 04-C-465 litigation. You must include your name, address, telephone number, and your signature. You must also state facts to support your claim that you are a member of the Medical Monitoring Class (as described in Section 2) and the reasons why you

object. Mail copies of the objection to each of the following addresses, postmarked no later than June 7, 2012:

Clerk of the Court  
Circuit Court of Putnam County,  
West Virginia  
3389 Winfield Road  
Winfield, WV 25213-9354.

## **12. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Circuit Court of Putnam County, West Virginia will conduct a Fairness Hearing to determine whether the Settlement is fair, reasonable, and adequate. The Court will consider statements by those who have asked to speak at the hearing, either objecting to the Settlement or in favor of it. The Court may also decide how much to pay to Class Counsel. After the Fairness Hearing, the Court will decide whether to issue final approval of the Settlement.

The Fairness Hearing will take place on June 18, 2012 in Courtroom # 1, at the Putnam County Courthouse located at 3389 Winfield Road Winfield, WV 25213-9354.

**Please do not call the Court or the Judge about this case.**

## **13. MAY I SPEAK AT THE HEARING?**

You may attend the hearing (at your own expense) and you may ask to speak, but you don't have to. Class Counsel and Defense Counsel will answer any questions the Court may have. You may also pay your own lawyer to attend, but it's not necessary.

If you would like to speak at the Fairness Hearing, you must include with your written objection (described in Section 11) the statement, "I hereby give notice that I intend to appear at the Fairness Hearing in *Bibb v. Monsanto Co.*" Be sure to include your name, address, telephone number, and your signature. This is your Notice of Intention to Appear. If you intend to have any witnesses testify or to introduce any evidence at the Fairness Hearing, you must list the witnesses and evidence in your written objection.

Your Notice of Intention to Appear must be postmarked no later than June 7, 2012, and be sent to the Clerk of the Court at the address above.

## **14. IF YOU DO NOTHING**

If you think you might want to register for and participate in the free medical testing, you should provide notification of your intention as specified in Section 6 above. If you do not do so, you will not receive further notification about the Program. If the Court approves the Settlement, you and your neighbors will have a chance to register for and participate in the Program. If you have

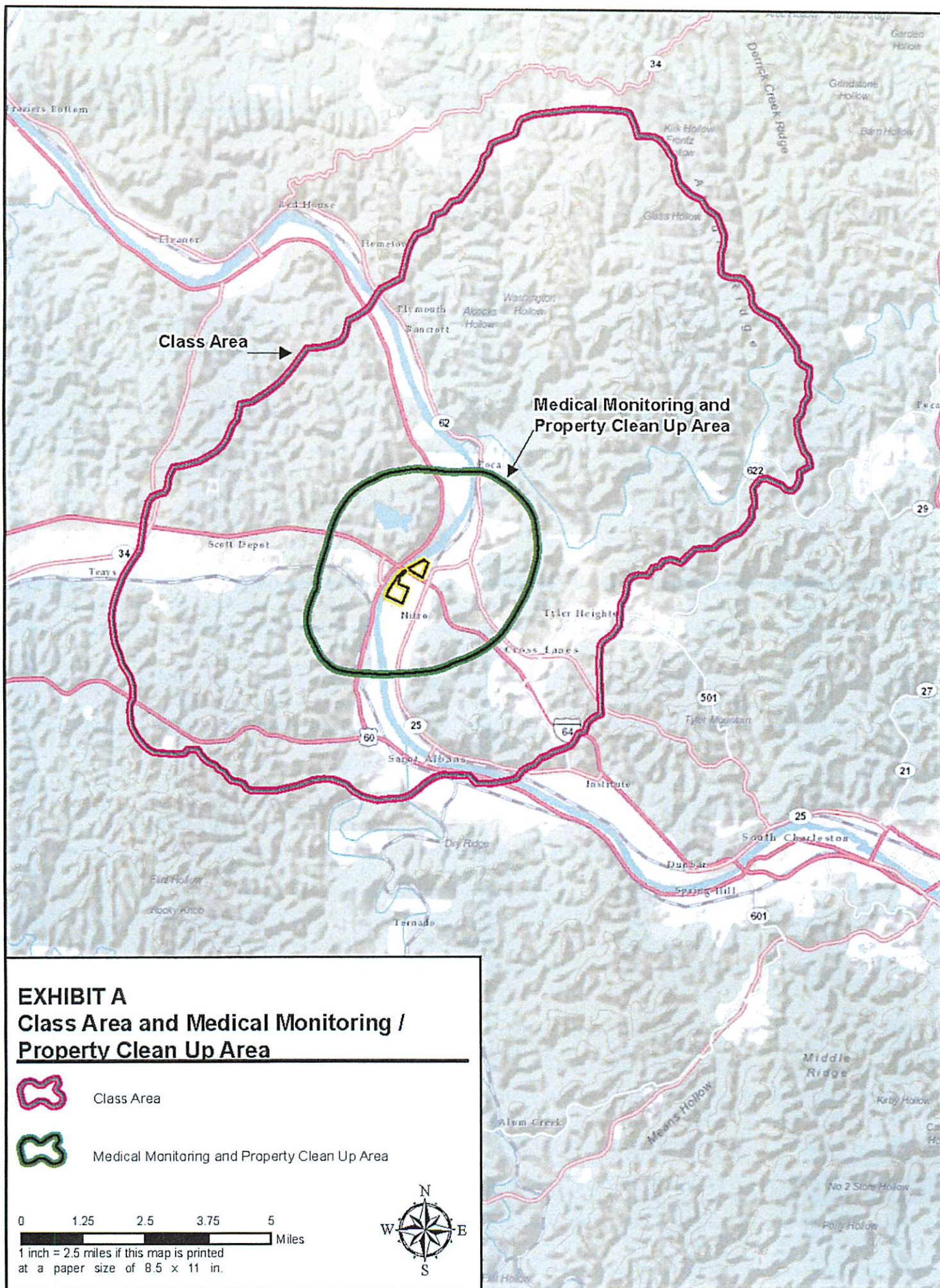
notified the claims administrator as specified in Section 6 above, within 60 days of Final Approval of the Settlement, you will be sent registration directions. **If you do not notify the claims administrator of your intention to participate before June 7, 2012, it will be your responsibility to find out if the settlement has been approved. No further notice will be sent to you.**

#### **15. GETTING MORE INFORMATION**

This Class Notice summarizes the proposed Settlement. For full details, you may review the Medical Monitoring Class Settlement Agreement and all exhibits appended thereto filed with the Court, which may be obtained by visiting The Nitro Class Settlement Website at [www.BibbClass.com](http://www.BibbClass.com). You may also inspect copies of the documents during business hours at the Circuit Court of Putnam County, West Virginia, 3389 Winfield Road, Winfield, WV 25213-9354. Any other questions should be directed to Class Counsel.

## EXHIBIT A







## EXHIBIT C

### ELIGIBILITY CRITERIA GROUPS

1. Children full time residents for at least 3 years (1948 - 1968): All class members who resided full time (for at least 11 months of any given year) for at least three years within the geographic area delineated in Exhibit A (Medical Monitoring Area) between the years 1948-1968 and were ages 1 to 7 at the time.
2. Combined Children/Adult full time residents for at least 6 years (1948 - 1968): All class members who resided full time (for at least 11 months of any given year) for at least six years in the geographic area delineated in Exhibit A (Medical Monitoring Area) between the years 1948-1968 and were ages 1 to 31 at the time.
3. Adult full time residents for at least 6 years (1948 - 1968): All class members who resided full time (at least 11 months of any given year) at least six years in the geographical area delineated in Exhibit A (Medical Monitoring Area) between the years 1948-1968 and were ages 18 years and older at the time.
4. Children Attending Nitro Schools full time for at least 13 years (1948 - 1968): All class members who attended schools full time (for the full school year) for at least 13 years within the geographic area delineated in Exhibit A (Medical Monitoring Area) between the years 1948-1968 and were ages 1-18 at the time.
5. Workers who worked full-time at least six years (1948 - 1968): All class members who worked full time (at least 40 hours per week) for at least six years within the geographic area delineated in Exhibit A (Medical Monitoring Area) between the years 1948-1968 and were ages 18 and older at the time.

6. Children who resided full time for at least 6 years (1969 – September 30, 2010): All class members who resided full time (at least 11 months of any given year) for at least six years within the geographic area delineated in Exhibit A (Medical Monitoring Area) between the years 1969 to September 30, 2010 and were ages 1-7 at the time.

7. Children and Adults who resided full time for at least 30 years (1969 – September 30, 2010): All class members who resided full time (at least 11 months of any given year) for at least 30 years within the geographical area delineated in Exhibit A (Medical Monitoring Area) between the years 1969 – September 30, 2010, and were ages 1-31 at the time.

8. Children and Adults who resided full time (pre-1969 and later years): All class members who meet both of these criteria: (1) resided full time for at least 3 months in the geographic area delineated in Exhibit A (Medical Monitoring Area) between the years 1948-1968 and were ages 1-7 at the time; and (2) resided full time (at least 11 months of any given year) for at least 3 years in the geographic area delineated in Exhibit A (Medical Monitoring Area) between the years 1969-1976 and were ages 1-7 at the time.

9. Adults who resided full time (pre-1969 and later years): All class members who meet both of these criteria: (1) resided full time for at least 18 months within the geographic area delineated in Exhibit A (Medical Monitoring Area) between the years 1948-1968 and were ages 18 years and older at the time; and (2) resided full time (at least 11 months of any given year) for at least 10 years in the geographic area delineated in Exhibit A (Medical Monitoring Area) between the years 1969 – September 30, 2010 and were 18 years and older at the time.

## **EXHIBIT D**

### **SERUM DIOXIN TEST PROTOCOL**

1. Purpose: Serum dioxin testing will be performed for eligible class members. The purpose is not diagnostic in nature but rather to determine whether a Triggering Event as defined in Section 6 below has occurred.
2. Age: Serum dioxin testing will be available for eligible class members aged 20 years and older.
3. Amount of serum required: Between 15 and 20 grams (milliliters) of serum (4-5 vials of whole blood) will be drawn from each participant.
4. Analysis of serum:
  - 4.1 The serum samples will be placed in vials and shipping containers provided by AXYS Analytical Services Ltd., 2045 Mills Road, Sidney, BC, Canada V8L 5X2 (the "Laboratory").
  - 4.2 Analysis of serum for dioxin will be performed by the Laboratory.
  - 4.3 The congeners to be analyzed will be the seven (7) dioxin congeners for which there is a corresponding Toxic Equivalent Factor ("TEF").
  - 4.4 With respect to each congener, all non-detects and Estimated Maximum Possible Concentrations ("EMPC") will be calculated as equal to the limit of detection divided by the square root of 2 (two).
  - 4.5 The Laboratory will provide and follow protocols that are consistent with industry standards, including QA/QC standards.



5. Results of Serum Analysis:

5.1 The Laboratory will calculate dioxin Toxic Equivalent ("TEQ") using all analyzed dioxin congeners (as specified in Section 4.3 above) reportable under EPA Method 1613B, and using the 2005 TEFs established by the World Health Organization ("WHO").

5.2 The Laboratory will provide a full data package with respect to each of its analyses to the Hospital which will advise each participant whether his/her results fall within the background range of dioxin TEQ as defined in Section 6 below.

5.3 The Laboratory also will provide a full data package to an analytical scientist to be designated by Defendants for purposes of data validation and to determine if a Triggering Event as defined in Section 6 below has occurred.

5.4 The Laboratory will provide said data packages within twelve weeks of receipt of the serum samples.

5.5 The serum samples will be sent by the Medical Monitoring Program Administrator to the Laboratory in groups of 100 if feasible but not less than 20.

6. Calculation of a Triggering Event: A "Triggering Event" as used in the MMCSA will be calculated as follows:

6.1 Each participant's TEQ will be calculated as set forth in Sections 4 and 5 above and compared to the background range of dioxin TEQs for the age category applicable to each participant as defined in Section 6.2 below.

6.2 Background Range is defined as the Upper Confidence Limit of the 95<sup>th</sup> percentile of dioxin congeners established by the NHANES Survey and as published in Chemosphere 73 (2008), S261-S277 (Table 8). Specifically, background TEQ is defined as levels at or below (1) 22.4 pg/g for participants aged 20-39 at the time the serum sample is

drawn, (2) 37.5 pg/g for participants aged 40-59 at the time the serum sample is drawn, and (3) 66.2 pg/g for participants aged 60 and older at the time the serum sample is drawn

6.3 A Triggering Event will occur when greater than 25 percent of the participants sampled have dioxin TEQs greater than background as defined in Section 6.2 above. However, in order to account for statistical chance and error, at least 100 participants' serum samples must be drawn and be capable of analysis following the procedures set forth in Sections 4 and 5, during any monitoring period for a Triggering Event to occur. To illustrate, a Triggering Event will have occurred if 100 Participants' serum dioxin were analyzed in the manner described in this Exhibit, and 25 or more of the Participants' serum dioxin level exceeded background levels as defined in Section 6.2.

6.4 The determination of whether a Triggering Event has occurred will be made jointly by the Laboratory, the Medical Monitoring Program Administrator, the Class analytical scientist designee, and the Defendants' analytical scientist designee. Should there be disagreement among the Laboratory, The Medical Monitoring Program Administrator, and Defendants' analytical scientist designee as to whether a Triggering Event has occurred, the Medical Monitoring Program Administrator will so notify in writing Defendants' counsel, who will so notify the Court, which will decide whether a Triggering Event has occurred.

6.5 The analytical scientist designees of the Class and the Defendants shall be compensated from the Fund for a reasonable fee (including expenses) not to exceed \$5000 each per Screening Period. Additionally, each analytical scientist designee must execute a Confidentiality Agreement which will, inter alia, prohibit the publication or other use of data derived from the Program's serum dioxin screening except as provided for in the MMCSA.

## EXHIBIT E

### MEDICAL MONITORING PROGRAM: PRINCIPLES AND PROTOCOLS

1. Guiding Principles: The Program will follow the established principles of medical monitoring or screening that are set forth in the Guide to Clinical Preventive Services of the U.S. Preventive Services Task Force, and the ATSDR's Final Criteria for Determining the Appropriateness of a Medical Monitoring Program Under CERCLA (60 FR 38839). Those principles include the following:

1.1 Medical screening targets latent, asymptomatic diseases or conditions.

1.2 A screening test is not intended to be diagnostic. Persons with positive findings must be referred to their physicians for diagnosis and necessary treatment.

1.3 All screening tests must meet the requirements of validity, reliability, estimates of yield, sensitivity, specificity, and positive and negative predictive value. The predictive value of any screening test depends largely on the prevalence of the disease in the population being tested.

1.4 All screening tests risk false positive results (i.e., a positive test result where there is in fact no disease). False positive testing can lead to over-diagnosis, an interventional cascade of increasingly invasive testing and surgery, and false labeling of a well Participant as a sick one (which can have financial, social, and psychological effects).

1.5 All screening tests risk false negative results (i.e., a negative test result where there is in fact disease). False negative testing can lead to under-diagnosis, create within a Participant a sense of false reassurance (that might lead the Participant to ignore real signs of a treatable disease), and have a negative impact on behavior modification efforts.

2. Participants: The "Participants" (individually, a "Participant") will be eligible members of the medical monitoring class, i.e., those who have met the Entry Criteria as defined in Section 2.12 of the MMCSA. Participation in the Program is purely voluntary. A Participant must register for the Initial Screening Period and then may participate in any subsequent Screening Period he/she chooses. Once registered, a Participant will receive notice by first-class mail of the commencement of each Screening Period. A Participant will remain eligible even if he/she never participates in a Screening Period or skips Screening Periods. If the Participant is a minor or is otherwise not legally competent, the written consent of his/her parent or guardian is required. Any Participant may decline any of the tests that are part of the protocol for any reason, including the amount of blood required to be drawn for the tests.

3. Determination of Eligibility: A Registration Administrator (not the Hospital or Defendants) will determine whether a class member meets the Entry Criteria. This determination will be made after court-approved notice of the commencement of the Initial Screening Period (to be accomplished by first-class mail sent to all those who provided notification of their intention to participate following Class Notice) and a 120-day registration period. The Registration Administrator will work with the Hospital to assign Participants to available appointment slots provided by the Hospital.

4. Informed Consent: Each Participant will be required to sign an informed consent/release form to be drafted jointly by the Hospital, Class Counsel, and Counsel for the Defendants.

5. Purpose of the Program: The Program is designed to screen Participants for certain asymptomatic conditions by administering certain tests (listed below in Section 6), and to communicate the results of the testing to the Participant and/or his/her primary care physician (at the Participant's election). It is not designed: (1) to test for, or render treatment for or advise

about symptomatic or previously diagnosed conditions; (2) as a research vehicle; or (3) to make determinations of whether Participants' conditions or Laboratory results are caused by or in any way related to alleged dioxin exposure.

6. The test protocol will consist of the following:

6.1 History and physical examination;

6.2 Serum dioxin test (the Hospital will draw the blood and ship it to AXYS Laboratory (as set forth in Exhibit D); AXYS Laboratory will provide any protocols necessary and will send test results to the Hospital).

6.3 Fasting Glucose

6.4 Hemoglobin A1C

6.5 Fasting Lipid Profile

6.6 Erythrocyte Sedimentation Rate

6.7 CBC with Differential

6.8 Repeat testing of tests listed in Sections 6.3 to 6.7 above if the initial results are positive, at the election of each Participant.

6.9 A report summarizing the results of the testing and attaching supporting data. The report will incorporate the results of the serum dioxin testing (i.e., whether the Participant's serum dioxin level is within background as defined in Exhibit D). It is anticipated that there will be a 12 week turnaround on the dioxin testing.

6.10 The Hospital may in its discretion not perform any of the above-listed tests that it reasonably believes are medically contraindicated or contrary to sound principles of medical screening.

6.11 For Screening Periods that immediately follow a Screening Period during which a Triggering Event has occurred, the additional funds shall be used for repeat testing (to address the risks of false positives) and to account for anticipated higher participation rates. The additional funding will not be used for additional, different tests (than those listed in Section 6.2, above) because neither Plaintiffs' Medical Monitoring Expert nor Defendants' experts can identify any other recognized and accepted screening tests to detect the asymptomatic, latent diseases targeted by Plaintiffs' experts. For illustration purposes, for a screening period that immediately follows a triggering event, under the program, Participants will have the tests listed above. Thereafter, those tests (with the exception of the test in Section 6.2) may be repeated based on the recommendations of Hospital medical personnel, the Participant, and the Participants private physicians. The repeat for testing will be paid for by the Fund.

7. Monitoring Period and Timing: The Program will operate as described in Section 4.2 of the MMCSA.

## EXHIBIT F

### REGISTRATION PROCEDURES

1. Purpose: The Registration Procedure is designed to accomplish the following purposes (collectively, "Purposes"): (a) provide notice to eligible class members of the commencement of the Initial Screening Period by first-class mail sent to those who sent notification of their intention to participate; (b) schedule a Registration Period of 120 days following notice of the Initial Screening Period; (c) provide notice of the commencement of subsequent Screening Periods to Participants by first-class mail sent to Participants; (d) arrange for a convenient location for Registration; (e) administer Questionnaires that will be used to assist the Registration Administrator (as defined below) in determining eligibility of class members for the Program; and (f) assist eligible class members in scheduling an appointment at Thomas Memorial Hospital.
2. Registration Administrator: A "Registration Administrator" will be appointed for each screening period for a fee negotiated by Defendants and paid from the Fund. His/her responsibilities will include accomplishing all of the Purposes as set forth in Section 1 above, in a manner that is both cost efficient and furthers the underlying principles of the Program.
3. Registration Costs to be paid from the Fund: the Fund will be responsible for paying the costs of first-class mail notice as specified in the MMCSA, securing a place to register Participants, Questionnaire Forms, and reasonable costs associated with the Registration Process (e.g., photocopying, telephone, postage, etc.).
4. Determinations of Eligibility: The Registration Administrator will apply the Entry Criteria as set forth in the MMCSA. All class members must present reasonable proof of meeting the Entry Criteria. Any class member who has been found by the Registration

Administrator to not meet the Entry Criteria may request that the Registration Administrator review any such finding. After review, any continuing disputes will be resolved by the Court.

5. Notice: Notice of the commencement of the Initial Screening Period will be given to the Class in the form attached hereto as Exhibit F-1 by first-class mail sent to those who provided notification of their intention to participate as set forth in the MMCSA. Subsequent Notices of Screening Periods ("Subsequent Notices") shall be sent by first-class mail to all those who registered for the Initial Screening Period and were determined to be eligible. Subsequent Notices shall advise Participants of the commencement of the Screening Period and provide scheduling information. All Subsequent Notices that follow a Triggering Event shall state in substance that serum dioxin testing from the previous Screening Period showed that over 25% of the Participants' serum dioxin levels exceeded background, and that participation in the Screening Period is recommended.

6. Questionnaires: The Questionnaire will be in the form attached hereto as Exhibit F-2.



**EXHIBIT F-1**

**FORM OF NOTICE  
OF COMMENCEMENT OF SCREENING PERIOD**

**IN THE CIRCUIT COURT OF  
PUTNAM COUNTY, WEST VIRGINIA**

ZINA G. BIBB, et al.,

*Plaintiffs,*

v.

CIVIL ACTION NO. 04-C-465

MONSANTO COMPANY, et al.,

*Defendants.*

**NOTICE OF REGISTRATION TO PARTICIPATE  
IN MEDICAL MONITORING PROGRAM**

**ATTENTION: IF YOU WORKED FULL TIME, ATTENDED SCHOOL FULL TIME OR LIVED FULL TIME WITHIN A CERTAIN GEOGRAPHIC AREA IN PUTNAM AND KANAWHA COUNTIES, NEAR THE CITY OF NITRO, WEST VIRGINIA, BETWEEN JANUARY 1, 1948, AND SEPTEMBER 30, 2010, PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED. YOU MAY BE ENTITLED TO FREE MEDICAL TESTING, KNOWN AS "MEDICAL MONITORING" OVER THE NEXT 30 YEARS.**

*The Circuit Court of Putnam County, West Virginia authorized this Notice.  
This is not a solicitation from a lawyer.*

On \_\_\_\_\_, 2012, the Circuit Court of Putnam County, West Virginia, entered a Final Order Approving Settlement, in the case of *Bibb et al v. Monsanto Company et al.* Under the terms of the settlement, you may be entitled to receive free medical testing, known as medical monitoring, every five years for the next 30 years. In order to participate in this Medical Monitoring Program you will be required to complete a Registration Questionnaire so that your eligibility may be determined. Please read the following carefully.

**1. WHAT THIS LAWSUIT IS ABOUT:**

Certain persons living, working, or attending school in and around Nitro, West Virginia filed this lawsuit in 2004 alleging that their property and persons were contaminated by dioxins released from the old Monsanto chemical plant located in Nitro, West Virginia, which is no longer operational (the "Plant"). Specifically, Plaintiffs in the lawsuit alleged that waste disposal practices at the Plant between 1948 and 1969 resulted in widespread dioxin contamination in the

Class Area. The Defendants deny that any such contamination occurred. Nonetheless, the Parties to the lawsuit have reached a preliminary Settlement. As part of the Settlement, persons who worked full time, attended school full time, or lived within the geographic area in Putnam and Kanawha Counties, West Virginia known as the "Class Area" between January 1, 1948 to September 30, 2010, and meet certain specific eligibility criteria, are permitted to participate in a Medical Monitoring Program, which will be offered every five years for the next 30 years, that is, in 2012, 2017, 2022, 2027, 2032, 2037 and 2042.

Before the Medical Monitoring Program begins, you will be required to complete a Registration Questionnaire to determine if you are in fact eligible to participate. The registration period for 2012 will last for 120 days commencing on \_\_\_\_\_, 2012, and ending \_\_\_\_\_, 2012. **You must complete the questionnaire and submit it to the Registration Administrator on or before \_\_\_\_\_, 2012, or you will not be eligible to participate in the Medical Monitoring Program.** Additional details regarding the Registration Questionnaire are provided below.

## **2. WHAT IS THE MEDICAL MONITORING PROGRAM:**

If you are eligible to participate in the Medical Monitoring Program, you will be entitled to receive, free of charge, the following tests to be administered in cooperation with Thomas Health Care System, located in Charleston and South Charleston, West Virginia:

- History and physical examination
- Serum dioxin test Fasting Glucose
- Hemoglobin A1C
- Fasting Lipid Profile
- Erythrocyte Sedimentation Rate
- CBC with Differential
- Repeat testing of any test if the initial results are positive
- A History and Physical Examination
- A report summarizing the results and attaching supporting data

The Medical Monitoring Program is designed to screen for certain asymptomatic conditions and to communicate the results of the authorized testing to the participants and/or his/her primary care physician. It is not designed: (1) to test for, or render treatment for or advise about symptomatic or previously diagnosed conditions; (2) as a research vehicle; or (3) to make determinations of whether participants' conditions or Laboratory results are caused by or in any way related to alleged dioxin exposure.

## **3. HOW TO DETERMINE IF YOU QUALIFY FOR MEDICAL MONITORING:**

To qualify for participation in the Medical Monitoring Program, you must meet certain entry criteria. These are: (1) you never worked at the old Monsanto plant, either directly for Monsanto or for another company or employer, and (2) you have reasonable proof that you resided full time, worked full time or attended school full time within the area designated as Exhibit A for

one or more of the time periods described in Eligibility Criteria Groups One to Nine as described in Exhibit B. Both Exhibit A and Exhibit B are attached. In addition, you can view and print these documents by going to the Settlement website address: [www.BibbClass.com](http://www.BibbClass.com) .

In order to Register, you must complete the Registration Questionnaire and return it to the Registration Administrator on or before \_\_\_\_\_, 2012, by (1) mailing it to \_\_\_\_\_; or (2) hand-delivering it to the Registration Administrator, located at \_\_\_\_\_ on the following dates, during the hours indicated,

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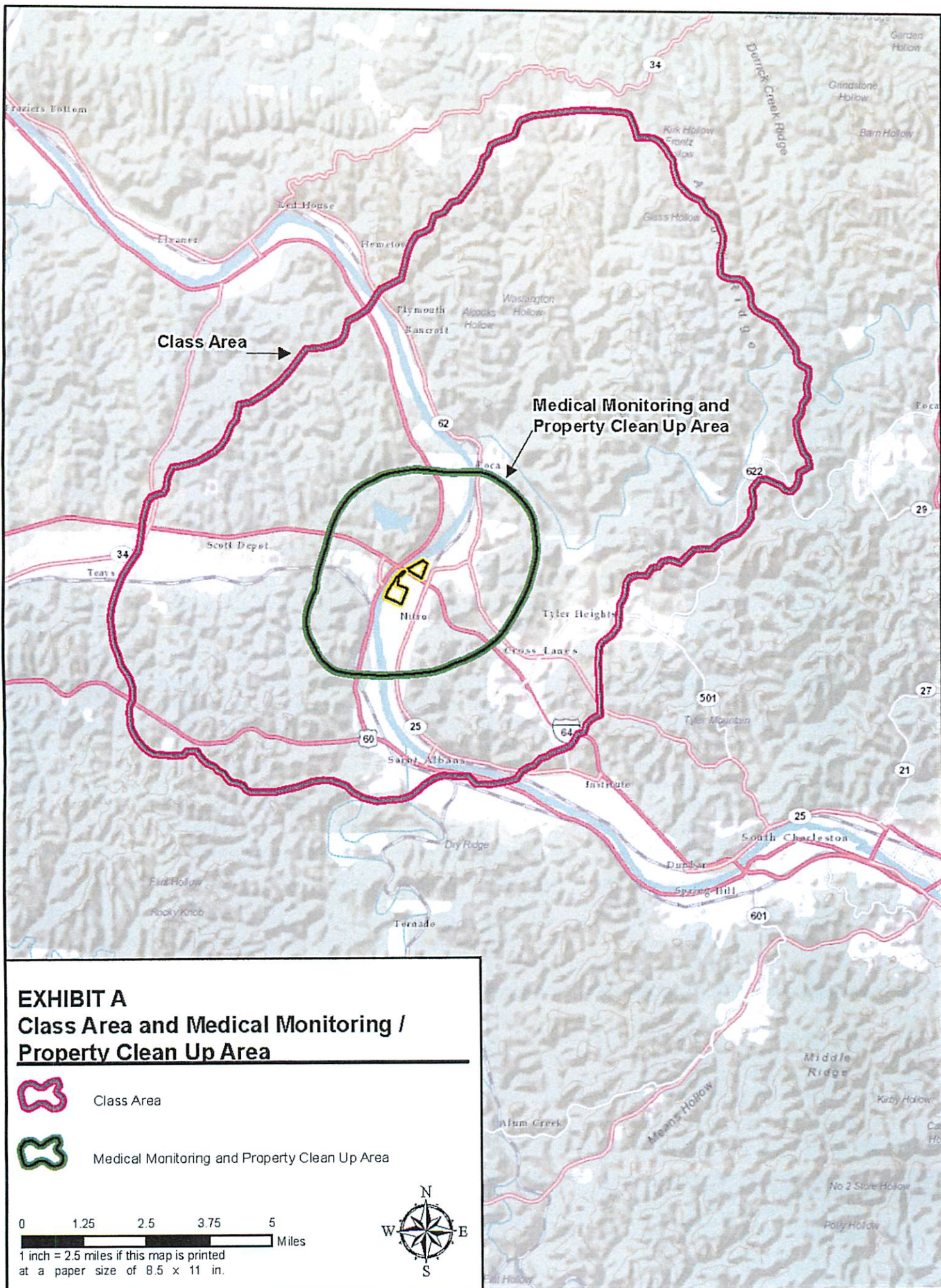
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If you do qualify to participate in the Medical Monitoring Program you will be required to sign an informed consent/release form before any of the testing is conducted and to cooperate with the Registration Administrator to have the testing completed no later than \_\_\_\_\_, 2012.

**Please do not call the Court or the Judge about this Notice.**

## **EXHIBIT A**





## **EXHIBIT B**

### **ELIGIBILITY CRITERIA GROUPS**

1. Children full time residents for at least 3 years (1948 - 1968): All class members who resided full time (for at least 11 months of any given year) for at least three years within the geographic area delineated in Exhibit C-1 between the years 1948-1968 and were ages 1 to 7 at the time.
2. Combined Children/Adult full time residents for at least 6 years (1948 - 1968): All class members who resided full time (for at least 11 months of any given year) for at least six years in the geographic area delineated in Exhibit C-1 between the years 1948-1968 and were ages 1 to 31 at the time.
3. Adult full time residents for at least 6 years (1948 - 1968): All class members who resided full time (at least 11 months of any given year) at least six years in the geographical area delineated in Exhibit C-1 between the years 1948-1968 and were ages 18 years and older at the time.
4. Children Attending Nitro Schools full time for at least 13 years (1948 - 1968): All class members who attended schools full time (for the full school year) for at least 13 years within the geographic area delineated in Exhibit C-1 between the years 1948-1968 and were ages 1-18 at the time.
5. Workers who worked full-time at least six years (1948 - 1968): All class members who worked full time (at least 40 hours per week) for at least six years within the geographic area delineated in Exhibit C-1 between the years 1948-1968 and were ages 18 and older at the time.
6. Children who resided full time for at least 6 years (1969 – September 30, 2010): All class members who resided full time (at least 11 months of any given year) for at least six years within



the geographic area delineated in Exhibit C-1 between the years 1969 to September 30, 2010 and were ages 1-7 at the time.

7. Children and Adults who resided full time for at least 30 years (1969 – September 30, 2010): All class members who resided full time (at least 11 months of any given year) for at least 30 years within the geographical area delineated in Exhibit C-1 between the years 1969 – September 30, 2010, and were ages 1-31 at the time.

8. Children and Adults who resided full time (pre-1969 and later years): All class members who meet both of these criteria: (1) resided full time for at least 3 months in the geographic area delineated in Exhibit C-1 between the years 1948-1968 and were ages 1-7 at the time; and (2) resided full time (at least 11 months of any given year) for at least 3 years in the geographic area delineated in Exhibit C-1 between the years 1969-1976 and were ages 1-7 at the time.

9. Adults who resided full time (pre-1969 and later years): All class members who meet both of these criteria: (1) resided full time for at least 18 months within the geographic area delineated in Exhibit C-1 between the years 1948-1968 and were ages 18 years and older at the time; and (2) resided full time (at least 11 months of any given year) for at least 10 years in the geographic area delineated in Exhibit C-1 between the years 1969 – September 30, 2010 and were 18 years and older at the time.

## EXHIBIT F-2

### FORM OF QUESTIONNAIRE

*Complete and Return to:*

*[Add name and address of Registration administrator]*

#### **MEDICAL MONITORING CLASS SETTLEMENT QUESTIONNAIRE**

Your answers to the following questions will help determine whether you qualify for periodic medical testing under the Medical Monitoring Class Settlement.

In answering these questions, you must follow these guidelines:

- A. The area referred to in the questions below as the "Medical Monitoring Area" is the smaller of the geographic areas depicted on the attached Exhibit A. You must determine whether you lived, worked or attended school within the boundaries of that area in responding to these questions.

For purposes of these questions, the term "resided full time" means that you resided for at least 11 months out of any given year within the boundaries of the Medical Monitoring Area. The term "worked full time" means that you worked (40 hours a week) for at least 11 months out of any given year within the boundaries of the Medical Monitoring Area. The term "attended school full time" means you attended school for the entire school year (typically at least nine months) within the boundaries of the Medical Monitoring Area.

Although some of the questions may appear to be repetitious it is important that you answer each and every question.

- C. If you are unable to answer any of the questions, even with the help of family and/or friends, you may appear in person at the times and locations indicated in the Notice of Medical Monitoring Registration for assistance.



**Preliminary Information:**

1. Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: Home \_\_\_\_\_

Work \_\_\_\_\_

Mobile \_\_\_\_\_

D.O.B.: \_\_\_\_\_

2. Did you ever work for Monsanto Company, Monsanto Chemical Company, Pharmacia Corporation, Solutia, Inc. and/or any of the companies known as Flexsys at its/their chemical manufacturing plant formerly located in Nitro, West Virginia ("the Plant")?

a. Yes \_\_\_\_\_ No \_\_\_\_\_

b. If yes, please indicate the dates (month/year) you worked at the Plant:

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_

3. Did you ever work at the Plant, even if you did not work directly for one of the companies listed in the previous question)?

a. Yes \_\_\_\_\_ No \_\_\_\_\_

b. If yes, please indicate the dates (month/year) you worked at the Plant and then name of the company, contractor, business or individual you were working for at the time:

\_\_\_\_\_ to \_\_\_\_\_ for \_\_\_\_\_

\_\_\_\_\_ to \_\_\_\_\_ for \_\_\_\_\_

\_\_\_\_\_ to \_\_\_\_\_ for \_\_\_\_\_

\_\_\_\_\_ to \_\_\_\_\_ for \_\_\_\_\_

**NOTE:** *If you answered "Yes" to either Question 2 or Question 3 above, you are not required to complete the remainder of the Questionnaire and should return the questionnaire with just this preliminary information filled-in. You will be notified if any additional information is needed.*

**Criteria for Group One:**

4. Did you **reside full time for at least three years** within the Monitoring Area during the years **1948 to 1968** and were between the **ages of one year and seven years** at the time?

a. Yes \_\_\_\_\_ No \_\_\_\_\_

- b. If yes, please indicate the dates (month/year) and address(es) below:

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

**Criteria for Group Two:**

5. Did you **reside full time for at least six years** within the Monitoring Area during the years **1948 to 1968** and were between the **ages of one year and 31 years** at the time?

a. Yes \_\_\_\_\_ No \_\_\_\_\_

- b. If yes, please indicate the dates (month/year) and address(es) below:

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

**Criteria for Group Three:**

6. Did you **reside full time for at least six years** within the Monitoring Area during the years **1948 to 1968** and were **18 years of age or older** at the time?

a. Yes \_\_\_\_\_ No \_\_\_\_\_

- b. If yes, please indicate the dates (month/year) and address(es) below:

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

**Criteria for Group Four:**

7. Did you attend **school full time for at least 13 years** within the Monitoring Area during the years **1948 to 1968** and were between the **ages 1 year and 18 years** at the time?

a. Yes \_\_\_\_ No \_\_\_\_

- b. If yes, please indicate the dates (month/year) and name of the school(s) below:

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

**Criteria for Group Five:**

8. Did you **work full time for at least six years** within the Monitoring Area during the years **1948 to 1968** and were **18 years of age or older** at the time?

a. Yes \_\_\_\_ No \_\_\_\_

- b. If yes, please indicate the dates (month/year) and address(es)/location(s) of your worksite/company below:

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

**Criteria for Group Six:**

9. Did you **reside full time for at least six years** within the Monitoring Area during the years **1969 to September 30, 2010** and were between the **ages of one year and seven years** at the time?

a. Yes \_\_\_\_ No \_\_\_\_

- b. If yes, please indicate the dates (month/year) and address(es) below:

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

**Criteria for Group Seven:**

10. Did you **reside full time for at least 30 years** within the Monitoring Area during the years **1969 to September 30, 2010** and were between the ages of **one year and 31 years** at the time?

a. Yes \_\_\_\_\_ No \_\_\_\_\_

b. If yes, please indicate the dates (month/year) and address(es) below:

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

**Criteria for Group Eight:**

11. Did you **reside full time for at least 3 months** within the Monitoring Area during the years **1948 to 1968** and were between the ages of **one year and seven years** at the time?

a. Yes \_\_\_\_\_ No \_\_\_\_\_

b. If yes, please indicate the dates (month/year) and address(es) below:

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

AND

Did you **reside full time for at least three years** within the Monitoring Area during the years **1969 to 1976** and were between the ages of **one year and seven years** at the time?

a. Yes \_\_\_\_\_ No \_\_\_\_\_

b. If yes, please indicate the dates (month/year) and address(es) below:

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

**Criteria for Group Nine:**

12. Did you **reside full time for at least 18 months** within the Monitoring Area during the years **1948 to 1968** and were **18 years of age or older** at the time?

a. Yes \_\_\_\_\_ No \_\_\_\_\_

b. If yes, please indicate the dates (month/year) and address(es) below:

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

AND

Did you **reside full time at least 10 years** within the Monitoring Area during the years **1969 to 1976** and were **18 years of age or older** at the time?

a. Yes \_\_\_\_\_ No \_\_\_\_\_

b. If yes, please indicate the dates (month/year) and address(es) below:

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_ at \_\_\_\_\_

**VERIFICATION**

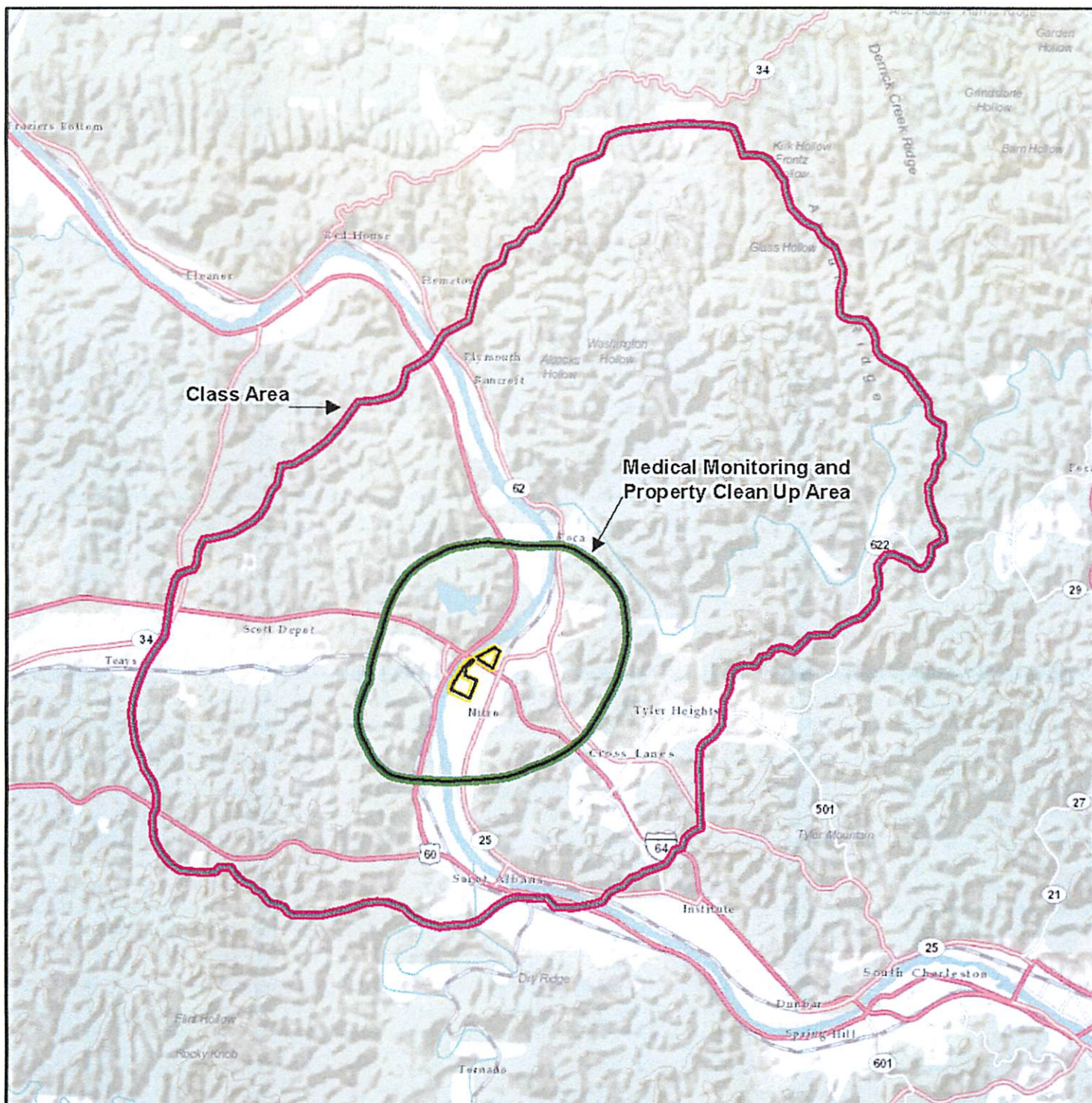
I, \_\_\_\_\_, hereby verify that the information contained in the foregoing *BIBB* MEDICAL MONITORING CLASS SETTLEMENT QUESTIONNAIRE is true and accurate to the best of my knowledge, information and belief.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_

## **EXHIBIT A**





## EXHIBIT A

### Class Area and Medical Monitoring / Property Clean Up Area



Class Area



Medical Monitoring and Property Clean Up Area

0 1.25 2.5 3.75 5 Miles

1 inch = 2.5 miles if this map is printed  
at a paper size of 8.5 x 11 in.





**EXHIBIT G**  
**FORM OF**  
**PRELIMINARY APPROVAL ORDER**  
**IN THE CIRCUIT COURT OF**  
**PUTNAM COUNTY, WEST VIRGINIA**

ZINA G. BIBB, et al.,

*Plaintiffs,*

v.

CIVIL ACTION NO. 04-C-465  
(Derek C. Swope, Circuit Judge  
by temporary assignment)

MONSANTO COMPANY, et al.,

*Defendants.*

[PROPOSED]  
**ORDER PRELIMINARILY APPROVING CLASS SETTLEMENTS**

**THIS MATTER** having come before the Court on the Motion for Preliminary Approval of Class Action Settlements and Memorandum of Law in support thereof ("Motion for Preliminary Approval"); and the Parties having filed the Medical Monitoring Class Settlement Agreement dated February 16, 2012, as Exhibit A to the Motion for Preliminary Approval, along with the Property Class Settlement Agreement dated February 16, 2012 as Exhibit B to the Motion for Preliminary Approval (together, the "Settlement Agreements"), in satisfaction of Rule 23(e) of the West Virginia Rules of Civil Procedure; and the Court having reviewed and considered the terms and conditions of the proposed Class Settlements as set forth in the Settlement Agreements; and the Court finding it has subject matter jurisdiction over this matter; and for good cause appearing that the terms and conditions set forth in the Settlement Agreements were the result of good faith, arm's length settlement negotiations between competent and experienced counsel for both Plaintiffs and Defendants:

**ACCORDINGLY, IT IS HEREBY ORDERED AS FOLLOWS:**

1. Capitalized terms used in this Preliminary Approval Order have the meanings assigned to them in the Settlement Agreements and this Order.

2. Preliminary Approval. The terms of the Parties' Settlement Agreements are hereby conditionally approved, subject to further consideration thereof at a final approval hearing ("Fairness Hearing") provided for below. The Court finds that said Class Settlements are sufficiently within the range of reasonableness.

3. Class Notice.

(a) The Court approves the forms of the Notice of Proposed Settlement of Medical Monitoring Class attached hereto as Exhibit A, and the Notice of Proposed Settlement of Property Class attached hereto as Exhibit B.

(b) By April 5, 2012, Class Counsel will commence publication of the Notice of Proposed Settlement of Medical Monitoring Class in a manner consistent with the notice procedures followed in providing notice of the Class Certification.

(c) Also by April 5, 2012, Class Counsel shall send by first-class mail the Notice of Proposed Settlement of Property Class to all members of the Property Class.

(d) These notices are hereby found to be the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Class Settlements and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the settlement, in full compliance with the notice requirements of W.Va. R.Civ. P. 23, due process, the Constitution of the United States, the laws of West Virginia, and all other applicable laws. The notices are accurate, objective, informative and provide members of the Medical Monitoring Class and Property Class with all

of the information necessary to make an informed decision regarding their participation in the Class Settlements and the fairness thereof.

(e) On or before June 11, 2012, Class Counsel shall provide to the Court and serve on Defense Counsel a report certifying completion of the notice requirements set forth in this Order.

4. Fairness Hearing.

(a) The Fairness Hearing is hereby scheduled to be held before this Court on June 18, 2012 in Courtroom #1, to consider the fairness, the reasonableness, and adequacy of the proposed Class Settlements, the dismissal with prejudice of this lawsuit, and the entry of final judgment in this class action.

(b) The date, time, and place of the Fairness Hearing shall be set forth in the Notice of Proposed Settlement of Medical Monitoring Class and Notice of Proposed Settlement of Property Class.

(c) Following the Fairness Hearing, on or before June 22, 2012, the Parties shall submit Proposed Findings of Fact and Conclusions of Law.

5. Objections.

(a) Any member of the Medical Monitoring Class or Property Class who submits written objections as to why the Settlement Agreements should not be approved as fair, reasonable, and adequate and why judgment should not be entered thereon ("Objector"), shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing only if, within the time limit set forth in this Order, such Objector: (i) submits documentary proof that he or she is a member of the Medical Monitoring Class or Property Class; (ii) states in writing the specific basis for each objection, including any legal support the Objector wishes to bring to the Court's attention; (iii) submits any evidence the Objector wishes to introduce in support of his or her objection; and (iv) any other information required by the Parties or the West Virginia Rules of

Civil Procedure. Any Objector who fails to comply with these requirements shall be forever barred from objecting to the Class Settlements.

(b) To object, the Objector must send a letter stating that he or she objects to the proposed Settlement in the *Bibb v. Monsanto Co.*, NO. 04-C-465 litigation. He or she must include his or her name, address, telephone number, and his or her signature. He or she must also state the reasons for the objection.

(c) Any attorneys hired or retained by the Settlement Class members at Settlement Class members' expense for the purpose of objecting to the Class Settlements are required to serve a notice of appearance.

(d) Any Objector who serves and files a written objection and who intends to make an appearance at the Fairness Hearing, either in person or through personal counsel hired at the Objector's expense, in order to object to the fairness, reasonableness, or adequacy of the proposed Settlement Agreement, is required to serve a notice of intention to appear at the Fairness Hearing.

(e) All notices provided for in subsections (a)-(d) must be postmarked not later than June 7, 2010 and sent to the following:

Clerk of the Court  
Circuit Court of Putnam  
County,  
West Virginia  
3389 Winfield Road  
Winfield, WV 25213-9354

(f) Defendants' Counsel, Class Counsel, and any other counsel for Plaintiffs or the Settlement Class are directed to furnish promptly to each other and any other counsel who has filed a notice of appearance with copies of any and all objections or written requests for exclusion that might come into their possession.

(g) No person shall be entitled in any way to contest the approval of the terms and conditions of the Settlement Agreements or the judgment to be entered thereon except by filing and serving written objections in accordance with the provisions of this Settlement Agreements. Any member of the Medical Monitoring Class or Property Class who does not submit a timely, written objection or who does not comply with the procedures set forth in the Settlement Agreements will be deemed to have waived all such objections and will, therefore, be bound by all proceedings, order and judgments in this action, which will be preclusive in all pending or future lawsuits or other proceedings.

The Clerk of the Court is directed to deliver true copies of this Order to counsel of record as set forth below.

Entered: February \_\_\_\_\_, 2012

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Derek C. Swope, Circuit Judge

Prepared for entry by:

---

Charles M. Love, III (WVSB #2254)  
Bowles Rice McDavid Graff & Love LLP  
Post Office Box 1386  
Charleston, West Virginia 25325-1386  
Telephone: (304) 347-1100  
*Counsel for Defendants*

W. Stuart Calwell, Jr. (WVSB #595)

David H. Carriger (WVSB #7140)

The Calwell Practice

Law and Arts Center West

500 Randolph Street

Charleston, West Virginia 25302

Telephone: (304) 343-4323

*Class Counsel*

**EXHIBIT H**

**FORM OF FINAL APPROVAL ORDER**

**IN THE CIRCUIT COURT OF  
PUTNAM COUNTY, WEST VIRGINIA**

ZINA G. BIBB, et al.,

*Plaintiffs,*

v.

CIVIL ACTION NO. 04-C-465  
(Derek C. Swope, Circuit Judge  
by temporary assignment)

MONSANTO COMPANY, et al.,

*Defendants.*

[PROPOSED]

**ORDER GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENTS AND ENTRY OF FINAL JUDGMENT**

**THIS CASE** coming on for hearing before the Honorable Derek C. Swope, Circuit Judge, on \_\_\_\_\_, 2012, pursuant to this Court's Preliminary Approval Order dated February 24, 2012, , in order for this Court to conduct a Fairness Hearing to determine whether the proposed Medical Monitoring Class Settlement and Property Class Settlement (together, the "Class Settlements") between the Parties are fair and reasonable, and to address Class Counsel's application pursuant to West Virginia Rule of Civil Procedure 54(d) for an award of attorney's fees and costs;

**AND THE COURT** having read and considered the Medical Monitoring Class Settlement Agreement and the Property Class Settlement Agreement, the Motion for Final Approval of Class Settlements and Memorandum of Law in support thereof, having received evidence and heard argument of counsel at the Fairness Hearing, and having considered any objections by members of the Medical Monitoring Class and Property Class, if any, now makes the following ruling:

1. This Court has jurisdiction over the parties and the subject matter of this proceeding.

2. Pursuant to W.Va. R. Civ. P. 23(b)(3), the Court has previously certified the following classes: (a) the Medical Monitoring Class; and (b) the Property Class (together, the "Classes").

3. The Court grants final approval of the Class Settlements, as being fair and reasonable. See, e.g., In re MicroStrategy, Inc. Securities Litigation, 148 F. Supp. 2d 654, 6630665 (E.D. Va. 2001); Strang v. JHM Mortgage Sec. Ltd. P'Ship, 890 F. Supp. 499, 401 (E.D. Va. 1995).

4. The Court finds that both Classes received appropriate notice of the settlements and the Fairness Hearing.

5. The Court finds that the request for attorneys' fees in the total amount of \$\_\_\_\_\_ and reimbursement of costs in the total amount of \$\_\_\_\_\_, made pursuant to West Virginia Rule of Civil Procedure 54(d), is reasonable and is granted.

6. This case and all claims asserted herein against the Defendants are hereby dismissed with prejudice.

7. Members of the Medical Monitoring Class and the Property Class are permanently enjoined from bringing any claim released under the Settlement Agreements against any Defendant or express intended beneficiary of the Settlement Agreements, either derivatively or on behalf of themselves, or through any person or entity purporting to act on their behalf.

8. The Court shall retain exclusive and continuing jurisdiction of the case and the Parties to interpret and enforce the terms, conditions, and obligations of the Class Settlements, the Medical Monitoring Program and Fund, and the Property Program and Fund.



The Clerk of the Court is directed to deliver true copies of this Order to counsel of record as set forth below.

Entered: \_\_\_\_\_, 2012

\_\_\_\_\_  
Derek C. Swope, Circuit Judge

Prepared for entry by:

\_\_\_\_\_  
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