

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

Case No.: 3:10-cv-00188-JPG-PMF

CITY OF GREENVILLE, CITY OF GREENVILLE, IL, VILLAGE OF COULTERVILLE, IL, VILLAGE OF EVANSVILLE, IL, VILLAGE OF FARINA, IL, CITY OF GILLESPIE, IL, CITY OF CAMERON, MO, CITY OF CONCORDIA, MO, CITY OF CARBONDALE, KS, CITY OF MARION, KS, MIAMI COUNTY RURAL WATER DISTRICT No. 2, CITY OF OSWEGO, KS, CITY OF JASPER, IN, VILLAGE OF MONROEVILLE, OH, CITY OF UPPER SANDUSKY, OH, CRESTON MUNICIPAL UTILITIES, IL-AMERICAN WATER CO, MO-AMERICAN WATER CO. IN-AMERICAN WATER CO, INC., IA-AMERICAN WATER CO, OH-AMERICAN WATER Co, CHARITON MUNICIPAL WATERWORKS, VILLAGE OF OTTAWA, OH., individually, and on behalf of all others similarly situated,
Plaintiffs,
vs.
SYNGENTA CROP PROTECTION, INC., and SYNGENTA AG,
Defendants.

JUDGMENT

This matter having come before the Court and the Court having approved the parties' settlement,

IT IS HEREBY ORDERED AND ADJUDGED that the claims in this case by the plaintiff class, defined as:

Every Community Water System, as defined in 42 U.S.C. § 300f(15)(2006), in the United States of America for which any Qualifying Test Result shows any

Measurable Concentration of atrazine (2-chloro-4 ethylamino-6-isopropylamino-s-triazine),

*Where*, a “Qualifying Test Result” is defined as the result of analytical testing of the Class Member’s “Water” performed on or before August 28, 2012, using any state or federal agency-approved analytical method; “Water” is defined as water in which a Class Member possesses a legal or equitable right, title or interest, and that is drawn from a lake, reservoir, river, stream, creek, well or other source of water used by the Class Member to provide drinking water, including such drinking water; and “Measurable Concentration” is defined as a concentration equal to or greater than the limit of quantitation of the analytical method used;

*Except* the following who have opted out of the class: Naval Support Activity Crane; Fort George G. Meade; Thibodaux Water Works; City of Hagerstown; Great Smoky Mountains National Park Headquarters; Fort Riley; Shangri La MHP; Edmonson County Water District; Muscatatuck Urban Training Center; Rock Island Arsenal; City of Aurora; Chester Water Authority; Fort Knox Engineering & Housing; Kansas Army Ammunition Plant; USMC Lejeune Hadnot Point; Lake Lorelei Regional Water PWS; City of Arkansas City; APG Edgewood Arsenal; Lafourche Parish Water District No. 1; Goodyear Water Department; Fort Detrick; Henderson Municipal Water & Sewer; Henderson Water Utility/South; and Jericho Water District;

are dismissed with prejudice and without additional costs;

IT IS FURTHER ORDERED AND ADJUDGED that members of the foregoing plaintiff class are permanently barred and enjoined from suing any “Released Parties” based on any “Released Claims”,

*where* “Released Parties” are defined as defendants Syngenta Crop Protection LLC (sued in this litigation under its former name Syngenta Crop Protection Inc.) and Syngenta AG and all other manufacturers, contract manufacturers, research collaborators with the defendants or with such other manufacturers, formulators, distributors, retailers, purchasers, applicators, and users of Atrazine, including Sipcam Agro USA, Inc., Growmark, Inc., Drexel Chemical Co., United Agri Products, Makhteshim-Agan of North America, Inc. and Dow Agrosiences LLC, and their present and former parents, subsidiaries, divisions, affiliates, stockholders, benefit plans, officers, directors, employees, attorneys, insurers, agents and any of their legal representatives, and the predecessors, heirs, executors, administrators, successors and assigns of each of them; and

“Released Claims” are defined as all claims of class members, as defined above, and their respective successors, heirs and assigns, and anyone acting on their behalf, including in a representative or derivative capacity, arising out of, or relating to, the presence of atrazine in their “Water,” as defined above, as a result of the development, manufacture, formulation, distribution, transportation, storage, loading, mixing, application, or use of atrazine (2-chloro-4 ethylamino-6-isopropylamino-s-triazine) or products that contain atrazine (2-chloro-4 ethylamino-6-isopropylamino-s-triazine) as an active ingredient that any class member (or its successors, heirs and assigns, and anyone acting on its behalf, including in a representative or derivative capacity)

asserted or could have asserted in this litigation or in *Holiday Shores Sanitary District, et al. v. Sipcam Agro USA, Inc. and Growmark, Inc.*, 04-L-708 (Ill. Cir. Ct.); *Holiday Shores Sanitary District, et al. v. Drexel Chemical Co. and Growmark, Inc.*, 04-L-709 (Ill. Cir. Ct.); *Holiday Shores Sanitary District, et al. v. Syngenta Crop Protection Inc. and Growmark, Inc.*, 04-L-710 (Ill. Cir. Ct.); *Holiday Shores Sanitary District, et al. v. United Agri Products and Growmark, Inc.*, 04-L-711 (Ill. Cir. Ct.); *Holiday Shores Sanitary District, et al. v. Makhteshim-Agan of North America, Inc. and Growmark, Inc.*, 04-L-712 (Ill. Cir. Ct.); *Holiday Shores Sanitary District, et al. v. Dow Agrosiences LLC and Growmark, Inc.*, 04-L-713 (Ill. Cir. Ct.)), but not including any claim for indemnity, contribution among joint tortfeasors or apportionment of liability or fault, with respect to any claim against a class member (or its successors, heirs and assigns, and anyone acting on its behalf, including in a representative or derivative capacity) arising from the consumption of the class member's "Water" (or that of the class member's successors, heirs and assigns, and anyone acting on its behalf, including in a representative or derivative capacity) that is not a claim for property damage or economic loss.

**DATED: October 23, 2012**

**NANCY J. ROSENSTENGEL, Clerk of Court**

**By:s/Deborah Agans, Deputy Clerk**

**Approved:** s/J. Phil Gilbert  
**J. PHIL GILBERT**  
**DISTRICT JUDGE**