

[EXHIBIT "A"]

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
AT LOUISVILLE

CIVIL ACTION NO. 3:06-CV-575-H

JUDITH DONAWAY, et al.

PLAINTIFFS

V.

ROHM AND HAAS COMPANY,
LOUISVILLE PLANT

DEFENDANT

ORDER

The Court has considered the motion to approve the Proposed Class Settlement in this

case and has advised the parties that the settlement is fair and reasonable in all respects except for the proposed injunction applicable to non-parties to this case. The Court is now advised that Defendant has agreed to the settlement without the offending provisions. Therefore, being otherwise sufficiently advised, the Court enters the following order:

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. The notice provided to class members was adequate and reasonable.
2. The prerequisites for a class action under Rules 23(a) and 23(b) of the Federal Rules are satisfied. The Court excludes from the Settlement Class those persons who requested exclusion as listed on Attachment 2 of this Memorandum Opinion and Order.
3. The terms of the settlement are fair, reasonable, and in the public interest. The Court, having held a Fairness Hearing for which adequate notice was given, will entertain no further objection from any class member to the terms of the Settlement.
4. Within 15 days after this Memorandum Opinion and Order becomes final, including the expiration of the time for appeal (if no appeal is filed), or upon an order affirming the final approval of this Order (if an appeal is filed), Defendants will deposit an additional \$675,000.00 into an escrow account, representing the balance of the settlement funds. The escrow account shall be administered by Macuga, Liddle & Dubin, P.C. who shall pay any attorneys' fees and costs approved by the Court from the escrow account and shall distribute the remainder of the account to the Rubbertown-Shively Class Scholarship Fund in accordance with the allocation methodology set forth in the Settlement Agreement.

5. The members of the Settlement Class shall be bound by the releases contained in the Settlement Agreement. Furthermore, for a period of five (5) years from the date of entry of this Final Judgment, persons who or entities of any description that own property or reside within the Class Area, as defined in the Settlement Agreement, and their successors and assigns are hereby barred and enjoined from instituting, commencing, or prosecuting, either directly or indirectly, or in any other capacity, any and all claims, rights, causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law, or any other law, rule or regulation, including both known claims and unknown claims, for damages or injunctive relief of any description against the Released Parties arising from or relating to air emissions, releases, or odors from the Facility. Provided, however, that nothing herein shall bar any claims for personal injury that could not have been asserted, in whole or in part, prior to December 15, 2008, or any claims for relief based solely on future operations of the Facility by Rohm and Haas Company that both: (a) involve substantially different manufacturing processes and (b) result in substantially different or greater air emissions, releases, or odors than current or historical operations, and further provided that this injunction also shall not bar claims for relief based solely on a future catastrophic release from December 15, 2008, from the Facility (i.e., an unexpected, accidental incident resulting in releases atypical in nature and dramatically greater in amount than those historically associated with regular plant operations). If a future incident that is alleged to be “catastrophic” within the meaning of this paragraph occurs, whether or not any such incident is indeed

“catastrophic” within the meaning of this paragraph shall be a matter for the Court hearing this Litigation to determine in its sole discretion without the assistance of a jury. Any class Member who has failed to effectively to opt out of the Class shall be bound by the release provided for herein.

6. Exclusive jurisdiction is hereby retained over the parties and the Settlement Class Members for all matters relating to this Litigation, including the administration, interpretation, effectuation or enforcement of the Settlement Agreement, this Judgment, and the Endowed Scholarship Fund.
7. None of these provisions shall apply to any persons or entities who shall obtain an ownership interest in a subject property after the entry of this order.
8. Plaintiffs’ Complaint herein is **DISMISSED WITH PREJUDICE** with Plaintiffs and Defendant to pay their own costs.

This is a final and appealable order, there being no just cause for delay.

This _____ day of July, 2009.

JOHN G. HEYBURN II
JUDGE, U.S. DISTRICT COURT

cc: Counsel of Record