



This notice is to advise you that counsel for some of the parties, including the Plaintiff class and defendant Rohm and Haas, have reached an agreement to resolve this case.

If you worked with the following chemicals while employed by Patent Chemical or Morton International, you may be at risk of developing bladder cancer:

- beta-naphthylamine
- alpha-naphthylamine
- benzidine
- 5-CAT (5-chloro-2-amino-toluene)
- o-tolidine
- para-cresidine
- ortho-toluidine.

Four workers who were exposed to these chemicals at the plant have already developed bladder cancer. Based on epidemiological studies, your risk of developing bladder may range between 6 to 89 times the expected rate, depending on the intensity and length of your exposure, and your job assignment.

The Federal government recommends that workers who have been exposed to bladder cancer causing chemicals should receive screening tests on a regular basis. If bladder cancer is detected early, the chances of successful treatment are significantly increased.

The purpose of the proposed settlement agreement is to enable the class to receive an agreed program of bladder cancer testing without the necessity, expense, delay or uncertainty of continued litigation.

In the proposed settlement of the lawsuit, Rohm and Haas has agreed to provide a program of bladder cancer surveillance as described in the attachment to this notice. It is important to understand that this lawsuit does not provide, nor was it ever intended to provide, compensation or damages for persons who develop bladder cancer as a result of their work at the Paterson plant. The rights of a person to file a worker's compensation claim, or to sue for damages, as a result of developing bladder cancer due to their work at the Paterson plant, remain completely preserved and unaffected by this proposed settlement.

The only claims that would be released by this proposed settlement would be a claim for medical tests to detect bladder cancer by former or retired workers from the Paterson plant. If a person participates in this medical testing program proposed by this settlement and is found to have bladder cancer, Rohm and Haas will admit, for purposes of worker's compensation benefits, that the case of bladder cancer was caused by employment at the Paterson plant and Rohm and Haas will pay all reasonable medical expenses for care and treatment of the bladder cancer. However, that person's rights to file a worker's compensation claim, or to sue in court for

damages, remain unaffected by this proposed settlement.

The Release, which incorporates the proposed settlement agreement, is not being provided in order to save copying and postage costs. However, you may request a copy of the Release from plaintiffs' counsel Steven H. Wodka, whose address and phone number appears below.

The purpose of this notice is only to inform you of the proposed settlement and hearing described below so that you will have an opportunity to review the proposed bladder cancer surveillance program to be provided by Rohm and Haas, and also the Release, and decide what steps, if any, you wish to take in response.

If the proposed settlement is approved, you will subsequently receive a notice advising you how you can participate in the surveillance program.

Since this is a class action, the parties' agreement to resolve this lawsuit must be approved by the Court. This is to advise you that the Court will conduct a hearing on Thursday, April 26, 2001, beginning at 1:30 PM, in the Courtroom of the Honorable Susan L. Reisner, Judge of the Superior Court of New Jersey, which is on the 6<sup>th</sup> Floor of the Passaic County Courthouse which is located at 77 Hamilton Street in Paterson, New Jersey. The purpose of this hearing will be to determine whether the parties' proposed settlement is fair and reasonable and should be approved by the Court.

If you do not wish to object to the proposed settlement of this lawsuit, it is not necessary for you to appear at the hearing or take any other action. HOWEVER, IF YOU WISH TO OBJECT TO THE PROPOSED SETTLEMENT, YOU MUST FILE A NOTICE OF INTENT TO APPEAR AT THE HEARING, ALONG WITH YOUR WRITTEN OBJECTIONS, WITH JUDGE REISNER ON OR BEFORE MARCH 23, 2001, AND YOU MUST ALSO SERVE COPIES OF YOUR PAPERS ON COUNSEL FOR THE PARTIES IN THIS ACTION AS INDICATED BELOW. IF YOU FAIL TO DO SO, YOU WILL LOSE YOUR RIGHT TO OBJECT TO THE PROPOSED SETTLEMENT OF THIS CASE.

Your Notice of Intent to Appear and your objections must be sent to:

Judge Susan L. Reisner  
Passaic County Courthouse  
77 Hamilton Street  
Paterson, NJ 07505.

Copies of your papers must also be sent to counsel for the parties as follows:

Plaintiffs' Class Counsel:

Steven H. Wodka  
Attorney At Law  
577 Little Silver Point Road  
P.O. Box 66  
Little Silver, NJ 07739-0066

Attorney for Rohm and Haas:

James D. Pagliaro  
Morgan Lewis & Bockius  
1701 Market Street  
Philadelphia, PA 19103-2921

Except as provided above, no person shall be entitled to contest the terms of the proposed settlement, and persons who fail to object as provided for in this notice shall be deemed to have waived their right to do so and shall be foreclosed forever from raising any such objections.

If you have any questions regarding the provisions of the proposed settlement, you may contact Plaintiffs' class counsel, Steven H. Wodka, P.O. Box 66, Little Silver, NJ 07739-0066, or phone him at: 1-800-449-6352.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THE PROPOSED SETTLEMENT.



Steven H. Wodka  
Plaintiffs' Class Counsel

Dated: March 2, 2001

SETTLEMENT AGREEMENT

BETWEEN ARTIS PLAINTIFFS AND THE ROHM AND HAAS COMPANY

1. **Program Start Date:** January 1, 2001.
2. **Program Duration:** In effect through December 31, 2030. However, after December 31, 2015, Rohm and Haas may discontinue the program upon a showing that there is no longer any medical necessity for the program. Should the parties fail to

agree on this issue, the plaintiffs may apply to the court to enforce this agreement pursuant to Paragraph 11. In such a proceeding, Rohm and Haas shall carry the burden of proving that there is no longer any medical necessity for the program.

3. **Eligibility**: All retired and former employees of Rohm and Haas, Morton International, and/or Patent Chemical in Paterson, New Jersey who were employed for more than 30 days between January 1, 1946 and December 31, 2000. The eligible group includes the current Rohm and Haas employees, who otherwise meet this criteria, once they either retire or leave the employment of Rohm and Haas.

4. **Program Purpose**: To detect all cases of bladder cancer in the eligible group at the earliest possible date by the use of the most effective, accurate and sensitive medical tests and technology for the detection of bladder cancer.

5. **Initial Testing Protocol**: The testing protocol announced on September 27, 2000 by Corporate Medical Director Eileen M. Bonner, M.D., shall be followed until modified in accordance with Paragraphs 4 and 8 of this agreement. The initial testing protocol is as follows: Every six months, each participant's urine specimen will be tested for blood, abnormal cells, and intracellular DNA/protein abnormalities in bladder cells.

6. **Referral to Urologist**: Positive or atypical results will trigger an immediate referral to a urologist for follow up, including cystoscopic examination and biopsy, if deemed appropriate in the judgment of the urologist. Rohm and Haas (hereinafter, the "Company") shall pay for cost of the referral, including physicians' fees, hospital fees, and laboratory expenses. Participants shall choose their urologist, but selected urologists must accept workers' compensation as payment for services.

7. **Diagnosis of Malignant Bladder Tumor**: For all cases of bladder cancer detected by this program:

(a) the Company shall admit, for the purpose of worker's compensation benefits, that a case of bladder cancer in an eligible class member is causally related to his employment at Patent/Morton/Rohm and Haas;

(b) the Company shall admit that it has received timely notice of a worker's compensation claim by any participant in the program; and

(c) the Company shall pay all reasonable medical expenses for care and treatment causally related to the bladder cancer.

8. **Medical Advisor**: Plaintiffs' Class Counsel shall designate a licensed physician, qualified in urology, to act as a Medical Advisor to consult with the Company's Corporate Medical Director on all issues related to this program. The Company shall reimburse Plaintiffs' Class Counsel for the fee of the Medical Advisor at a rate not to exceed \$350 per hour for up to 30 hours per year during the first five (5) years of the

program's operation and for up to ten (10) hours per year during the remainder of the program's operation, plus the Medical Advisor's reasonable and necessary expenses. The Medical Advisor shall be provided with access to all records kept by this program. All modifications of and improvements to the testing protocol shall be instituted in conjunction with the Medical Advisor. Beginning January, 2002, and annually thereafter, the Company's Corporate Medical Director and the Plaintiffs' Class Medical Advisor shall meet at a mutually convenient time and place to discuss all issues relevant to the program, including, but not limited to: the number of former employees eligible to participate in the program, the number of active participants, the tests performed, the test results, referrals to urologists, cases of bladder cancer detected by the program, reporting or publishing of data, improvements to the testing protocol, and outreach to and education of active participants and inactive but eligible former employees. The Company shall pay the Plaintiffs' Class Medical Advisor's fee for his attendance at such annual meeting, plus his reasonable and necessary travel expenses. The Medical Advisor's fee for the annual meeting shall be the company's sole responsibility and shall not exceed the sum of \$3,000 per day.

9. **Notification and Outreach:** At this time, it is estimated that approximately 200 former employees fall within the eligibility criteria (Paragraph no. 3 above) for inclusion in this program. The size of the class will increase in the future.

The Company shall maintain a list of the former employees in the eligible group and their current addresses.

Within thirty days of the program start date, the Company shall: (a) send a notification and educational package to each of these eligible former employees, and (b) publish a notice in the local daily newspaper which serves the Paterson, NJ area. The mailing and notice shall be developed in conjunction with and have the approval of Plaintiffs' Class Counsel and Medical Advisor.

It shall be the goal of the program to achieve the highest possible participation rate by eligible former employees. In order to accomplish this goal, the program shall, among other measures:

- (a) employ, at the top Paterson plant hourly wage rate, a former co-worker from the Paterson plant, selected with the approval of Plaintiffs' Class counsel, for the purpose of individually contacting each eligible former employee in order to encourage their initial and continued participation in the program;
- (b) jointly conduct annual educational meetings of all eligible former employees with PACE Local Union 2-149;
- (c) send annual mailings to both participating and non-participating former employees;

(d) conduct systematic follow up of both participating and non-participating former employees with PACE Local Union 2-149; and,

(e) utilize other state-of-the-art techniques such as newsletters, video-taped programs, and web-sites.

These measures shall be reviewed and approved by Plaintiffs' Class Counsel.

When current Rohm and Haas employees, who otherwise meet the criteria for eligibility, retire or leave the employment of Rohm and Haas, the Company shall notify them of their eligibility for this program and shall encourage them to participate in this program.

10. **Reporting:** On a semi-annual and annual basis, the Company shall prepare a participation report listing the number of former employees eligible to participate in the program, the number of active participants, the tests performed, the test results, referrals to urologists, and the number of bladder cancers detected by the program. These reports shall be provided to the Plaintiffs' Class Counsel, the Medical Advisor, and to any participant upon request.

The program shall collect and maintain records and data which will allow population-based analyses regarding the incidence of and detection of bladder cancer. Reports of such analyses shall be made available to Plaintiffs' Class Counsel and the Medical Advisor.

Plaintiffs' Class Counsel shall be advised of the identity of all participants who receive worker's compensation benefits pursuant to this program.

11. **Procedure on Breach and Continuing Jurisdiction:** The parties agree that the Superior Court of New Jersey shall retain jurisdiction to monitor and enforce this agreement. In the event that Plaintiffs' Class Counsel bring any successful proceeding to enforce this agreement, the Company shall be responsible for Plaintiffs' Class Counsel's attorneys' fees and expenses.

12. **Release:** Plaintiffs' class counsel shall agree to a class-wide release of claims raised in the Complaint in this matter, and the named plaintiffs shall execute a release of their claims for medical monitoring in accordance with the terms of the settlement. Rohm and Haas shall release co-defendants in this matter upon payment by co-defendants of \$25,000 toward the cost of implementing this settlement.

13. **No Release of Other Potential Claims/Preservation of Defenses:** All future claims for personal injury or for Workers' Compensation benefits due to bladder cancer are specifically preserved. This agreement does not expand any former employee's rights, as established by law, to pursue any claims. By agreeing to the settlement of the claims in the Subject Action, Rohm and Haas does not, except as provided in paragraphs 7(a), (b) and (c), waive any defenses to any future claims, suits or actions,

including, but not limited to the defenses that the New Jersey Workers' Compensation statute bars personal injury claims and suits by employees or former employees of Rohm and Haas and all of its predecessor corporations. The costs associated with an individual former employee's participation in this program, up through to and including the costs associated with his diagnosis of bladder cancer, shall not be considered a worker's compensation expense for purposes of either subrogation or as a lien against a personal injury recovery.

**14. Full Disclosure:** Upon execution of this agreement, the Company shall provide Plaintiffs' Class Counsel with:

- (a) the names, social security numbers, and current addresses of all former and current employees who are eligible to participate in this program;
- (b) all information and documents which refer to the Company's (or its predecessor's) use of the chemical substances beta-naphthylamine, alphanaphthylamine, benzidine, ortho-toluidine, 5-chloro-2-amino-toluene (5-CAT), o-tolidine, and/or p-cresidine at the Paterson plant; and,
- (c) all information and documents which identify cases of bladder cancer among former and current Paterson employees.

**15. Class Action Certification and Approval of Settlement:** In time for the March 2, 2001 motion day, the Company and the plaintiffs shall jointly file a motion for the certification of this matter as a settlement class action pursuant to N.J. Rules of Court 4:32-1(a) and 4:32-1(b)(2), for the approval of this settlement between the plaintiffs and the Company, for the approval of any settlement reached between the plaintiffs, the Company, and any codefendant, and for the dismissal of such settling co-defendants from this action with prejudice.

**16. Plaintiffs' Class Counsel's Attorneys' Fees and Expenses:** Upon the granting of an order by the Superior Court of New Jersey certifying this matter as a settlement class action pursuant to N.J. Rules of Court 4:32-1(a) and 4:32-1(b)(2), and approving this settlement, Plaintiffs' counsel shall apply to the court for approval of an award of their reasonable attorneys' fees and expenses, and Rohm and Haas shall be responsible for an award of such reasonable attorneys' fees and expenses approved by the court, less any amounts previously received by the plaintiffs in settlements from other defendants to this action.

**17. Inclusion of Current Employees:** Concurrently with the implementation of this program, the Company shall conform the testing program and protocol for current salaried and hourly employees of the Company's Paterson plant to the program and protocol outlined in this Agreement for former employees.