Revised 1969

SUMMONS

In the
CIRCUIT, ~~SUPERIOR~~ COUNTY COURT OF
~~LAWRENCE~~ GREENE COUNTY, INDIANA

BLOOMFIELD SILO COMPANY, INC.

Plaintiff

—vs—

CAUSE No. C86510

MONSANTO COMPANY

Defendant

TO DEFENDANT: (Name) Monsanto Company c/o C.T. Corporation, Resident Agent

(Address) 1 North Capitol
Indianapolis, IN 46204

You are hereby notified that you have been sued by the person named as plaintiff and in the Court indicated above.

The nature of the suit against you is stated in the complaint which is attached to this Summons. It also states the relief sought or the demand made against you by the plaintiff.

An answer or other appropriate response in writing to the complaint must be filed either by you or your attorney within twenty (20) days, commencing the day after you receive this Summons, (or twenty-three (23) days if this Summons was received by mail), or a judgment by default may be rendered against you for the relief demanded by plaintiff.

If you have a claim for relief against the plaintiff arising from the same transaction or occurrence, you must assert it in your written answer.

DATED: November 26, 1986

Alvin H. Inman (Seal)
Clerk of the Circuit Court of ~~Lawrence~~ Greene County

(The following manner of service of summons is hereby designated.)

xx Registered or certified mail.

_____ Service on individual — (Personal or copy) at above address.

_____ Service at place of employment, to-wit: _____

_____ Service on agent. (Specify) _____

_____ Other service. (Specify) _____

William G. Sleva
Attorney for Plaintiff
McINTYRE & McINTYRE
East Side Square
1522 "I" Street
Address Bedford, IN 47421

(812) 275-3306
Telephone

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CLERK'S CERTIFICATE OF MAILING

I hereby certify that on the _____day of _____, 19_____, I mailed a copy of this Summons and a copy of the complaint to the defendant, _____, by _____ mail, requesting a return receipt, at the address furnished by the plaintiff.

_____
Clerk of the Circuit Court of Lawrence County

Dated: _____, 19_____. By:_____
Deputy

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the complaint mailed to defendant _____was accepted by the defendant on the _____ day of _____, 19_____.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the complaint was returned not accepted on the _____ day of _____, 19_____.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the complaint mailed to defendant_____was accepted by _____ on behalf of said defendant on the _____ day of _____, 19_____.

_____
Clerk of the Circuit Court of Lawrence County

By:_____
Deputy

Cause No._____ Room No._____

Plaintiff

vs.

Defendant

SUMMONS

CIRCUIT COURT

SHERIFF'S COSTS

Attorney for Plaintiff

Address

Telephone

SHERIFF'S RETURN ON SERVICE OF SUMMONS

I hereby certify that I have served this Summons on the _____ day of _____, 19_____:

(1) By delivering a copy of the Summons and a copy of the complaint to the defendant, _____

(2) By leaving a copy of the Summons and a copy of the complaint at _____, the dwelling place or usual place of abode of the said defendant, with a person of suitable age and discretion residing therein, namely _____, Age: _____.

(3)_____

_____
Sheriff of Lawrence County, Indiana

By:_____
Deputy

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FILED
NOV 26 1986
GREENE CIRCUIT COURT CLERK

State of Indiana, Greene County, SS:

In the Greene Circuit Court

Annual Term, 1986.

RECEIVED
LITIGATION
DEC 5 19
RECEIVED

BLOOMFIELD SILO COMPANY, INC.

v.

Cause No. C-86510

MONSANTO COMPANY

COMPLAINT

COUNT I

Comes now Plaintiff, Bloomfield Silo Co., Inc., by counsel, McIntyre & McIntyre, by William G. Sleva, and for its complaint against defendant, Monsanto Company, does allege and say:

1. That Bloomfield Silo Company, Inc., is a corporation duly organized and incorporated in the State of Indiana.

2. That Bloomfield Silo Company, Inc., is in the business of constructing silos and was engaged in said business at all times referred to in this complaint.

3. That Bloomfield Silo Company, Inc., was also engaged in the business of repairing and sealing old silos.

4. That in the process of constructing, repairing or sealing silos, Bloomfiled Silo utilized the product Aroclor, which product was manufactured by Defendant.

5. That Bloomfiled Silo used the said Aroclor from the year 1966 to 1971.

6. That the said Aroclor contained polychlorinated biphenyls (PCBs).

7. That the Defendant, Monsanto Company, was negligent in that:

(a) The Defendant negligently manufactured, produced, distributed, sold and otherwise introduced into the stream of commerce, the product Aroclor which was unsuitable for the ordinary purposes for which it was intended and which was defective and unreasonably dangerous under ordinary usages;

(b) The Defendant negligently manufactured, produced, distributed, sold and otherwise introduced

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into the stream of commerce, the product Aroclor which, by its negligent and defective construction, was unreasonably dangerous;

(c) The Defendant negligently failed to provide proper and adequate warnings with respect to the subject Aroclor.

8. The damages of Plaintiff were directly and proximately caused by the Defendant, Monssanto Company.

9. As a direct and proximate result of the negligence of Defendant, Monsanto Company, Plaintiff incurred expenses relating to the repair and reconstruction of silos which were built or treated with Aroclor, and incurred expenses relating to lawsuits filed against Plaintiff as a result of its use of Aroclor. In addition, Plaintiff suffered a substantial loss of businesss and profits.

WHEREFORE, Plaintiff demands judgment against the Defendant, Monsanto Company, in a sum that will fully and fairly compensate her for her loss, the costs of this action, and for all other just and proper relief.

COUNT II:

Plaintiff complains of the Defendant, Monsanto Company, and for its cause of action, alleges and says:

10. Plaintiff realleges and incorporates by reference rhetorical paragraphs one (1) through nine (9), inclusive, of Count I.

11. That Defendant, Monsanto Comapny, impliedly warranted and represented that the product Aroclor was of merchantable quallty.

12. That Plaintiff reasonably relied upon the Defendant, Monsanto Company's, implied warranty of merchantability.

13. That the product Aroclor was not of merchantable quality but, instead, was defective.

14. That as a direct and proximate result of Defendant, Monsanto Company's breach of implied merchantability, Plaintiff incurred expenses relating to the repair and reconstruction of silos which were built or treated with Aroclor, and incurred

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expenses relating to lawsuits filed against Plaintiff as a result of its use of Aroclor. In addition, Plaintiff suffered a substantial loss of businesss and profits.

WHEREFORE, Plaintiff demands judgment against the Defendant, Monsanto Company, in a sum that will fully and fairly compensate her for her loss, the costs of this action, and for all other just and proper relief.

COUNT III:

The Plaintiff complains of the Defendant, Monsanto Company, and for her cause of action, alleges and says:

15. That Plaintiff realleges and incorporates by reference rhetorical paragraphs one (1) through fourteen (14), inclusive, of Counts I and II.

16. That Defendant, Monsanto Company, impliedly warranted and represented that the product Aroclor was fit for the particular purpose for which it was intended.

17. That Plaintiff reasonably relied upon the Defendant, Monsanto Company's, implied warranty of fitness for particular purpose.

18. That the product Aroclor was not fit for the particular purpose for which it was intended but, instead, was defective.

19. That as a direct and proximate result of Defendant, Monsanto Company' breach of implied warranty of fitness for a particular purpose, Plaintiff incurred expenses relating to the repair and reconstruction of silos which were built or treated with Aroclor, and incurred expenses relating to lawsuits filed against Plaintiff as a result of its use of Aroclor. In addition, Plaintiff suffered a substantial loss of businesss and profits.

WHEREFORE, Plaintiff demands judgment against the Defendant, Monsanto Company, in a sum that will fully and fairly compensate her for her loss, the costs of this action, and for all other just and proper relief.

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COUNT IV:

The Plaintiff complains of the Defendant, Monsanto Company, and for her cause of action, alleges and says:

20. That Plaintiff realleges and incorporates by reference rhetorical paragraphs one (1) through nineteen (19), inclusive, of Counts I, II and III.

21. That the product Aroclor was placed in the stream of commerce by the Defendant, Monsanto Company.

22. That the product Aroclor was in a defective condition unreasonably dangerous to its ultimate users when it was placed in the stream of commerce.

23. That Plaintiff was the user of the product Aroclor and was using said product as it was intended to be used.

24. That as a direct and proximate result of the unreasonably dangerous and defective condition of the product Aroclor, Plaintiff incurred expenses relating to the repair and reconstruction of silos which were built or treated with Aroclor, and incurred expenses relating to lawsuits filed against Plaintiff as a result of its use of Aroclor. In addition, Plaintiff suffered a substantial loss of businesss and profits.

WHEREFORE, Plaintiff demands judgment against the Defendant, Monsanto Company, in a sum that will fully and fairly compensate her for her loss, the costs of this action, and for all other just and proper relief.

McINTYRE & McINTYRE

By: William A. Sleva

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Attorney for Plaintiff
1522 "I" Street
Bedford, IN 47421
Phone: (812) 275-3306

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JURY TRIAL DEMAND

Plaintiff requests trial by jury.

McINTYRE & McINTYRE

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