

CRAIG WEST, TROY WEST and
W. B. FARMS, INC.

CIVIL DOCKET NO. 99-C-4984-A

VERSUS

27TH JUDICIAL DISTRICT COURT

G & H SEED CO. and RHONE-
POULENC AG COMPANY, INC.

ST. LANDRY PARISH, LOUISIANA

**FIRST AMENDED, SUPPLEMENTAL AND RESTATED
PETITION FOR DAMAGES**

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Craig West, Troy West and W.B. Farms, Inc., who hereby amend, supplement and restate in its entirety the Original Petition for Damages filed herein on December 3, 1999, as follows:

I.

By amending, supplementing and restating the entire Petition for Damages, including the caption, so as to indicate the claim is being brought as a class action by Plaintiffs, individually and as representatives of all persons and/or entities similarly situated, and against defendants and a class of defendants, all of whom are similarly situated, said caption and Petition to now read as follows:

**"CRAIG WEST, TROY WEST AND
W. B. FARMS, INC., ET AL,
INDIVIDUALLY AND AS
REPRESENTATIVES OF ALL PERSONS
SIMILARLY SITUATED**

CIVIL DOCKET NO. 99-C-4984-A

27TH JUDICIAL DISTRICT COURT

VERSUS

ST. LANDRY PARISH, LOUISIANA."

**G & H SEED CO., ET AL,
INDIVIDUALLY AND AS A
REPRESENTATIVE OF ALL ENTITIES
SIMILARLY SITUATED, AND RHONE-
POULENC AG COMPANY, INC.**

CLASS ACTION PETITION

This is a class action brought pursuant to Article 591 et seq. of the Louisiana Code of Civil Procedure by Plaintiffs, individually and on behalf of all other persons and/or entities similarly situated (Plaintiffs and the members of the proposed class shall be referred to collectively as "Plaintiffs"), to obtain relief from Defendants, individually and/or as representatives of all entities similarly situated, jointly, severally and solidarily on the causes of action stated herein.

THE PARTIES

1.

Original Plaintiffs, Craig West and Troy West, are persons of the full age of majority and domiciled in the Parish of Evangeline, State of Louisiana. Plaintiff, W.B. Farms, Inc., is a corporation organized under the laws of the State of Louisiana with its principal place of business in the Parish of Evangeline, State of Louisiana. Additional Plaintiffs named herein are John Kelly West, a person of the full age of majority and domiciled in the Parish of Evangeline, Chad West, a person of the full age of majority and domiciled in the Parish of Evangeline, and Terry Fontenot, a person of full age of majority and domiciled in the Parish of Evangeline. Original and additional named Plaintiffs are Members of the Class defined herein, adequately represent the interests of the Plaintiff Class, and seek to be certified as Class Representatives of this Class.

2.

Original Defendant, G & H Seed Company ("G & H"), is a corporation organized under the laws of the State of Louisiana having a business office in the Parish of St. Landry. G & H may be served through its agent for service of process, Raymond Hensgens, 15 Judge Canan, Crowley, Louisiana 70526. Additional Defendants named herein and identified by the Louisiana Department of Agriculture are Crowley Grain Drier, Inc., a corporation organized under the laws of the State of Louisiana with its principal place of business in the Parish of Acadia; Delhi Seed Co., Inc., a corporation organized under the laws of the State of Louisiana with its principal place of business in the Parish of Richland; Nolan J. Guillot, Inc., a corporation organized under the laws of the State of Louisiana with its principal place of business in the Parish of Acadia; Terral Seed, Inc., a corporation organized under the laws of the State of Louisiana with its principal place of business in the Parish of East Carroll; and Mamou Rice Drier and Warehouse, Inc., a corporation organized under the laws of the State of Louisiana with its principal place of business in the Parish of Evangeline. Original and additional named Defendants described in this paragraph are Members of the Defendant Class defined herein, are believed to adequately represent the interests of the Defendants class, and should be certified as Class Representatives of this Class (hereinafter referred to as "Defendant Class").

3.

Original Defendant Rhone-Poulenc AG Company, Inc. ("Rhone") is a foreign corporation authorized to do and doing business in the State of Louisiana. Rhone may be served through its agent for service of process, CT Corporation System, 8550 United Plaza Blvd., Baton Rouge, Louisiana 70809.

INTRODUCTION

4.

This action seeks to recover damages suffered by Plaintiffs as more precisely defined below, as a consequence of the use of a chemical identified as Fipronil/Icon ("Icon") coated onto rice seed by Defendants, as described below.

5.

In coating rice seed with Icon, the Defendant Class Members are guilty of fault in manufacturing and/or selling a defective product, Icon coated rice seed, to Plaintiffs and in failing to adequately warn Plaintiffs of the harm to crawfish which was caused by Icon coated seed, thereby causing damage to the Plaintiffs, all as described below:

6.

Defendant Rhone negligently tested, formulated and manufactured Icon, a defective product which caused harm to the Plaintiffs, failed to properly ensure that the Defendant Class did not cause damage to crawfish through the use of Icon, and were negligent in the manufacturing and distribution of Icon, all as described below.

FACTS RELEVANT TO PLAINTIFFS, CRAIG WEST, TROY WEST AND W.B. FARMS, INC.

7.

During the 1998 to 1999 crop year, Craig West and Troy West were farming under the corporate name of W.B. Farms, Inc. During the crop year 1999 to 2000, Craig West and Troy West farmed individually.

8.

On or about March 19, 1999, Craig West, Troy West, and/or W.B. Farms, Inc., rice and crawfish farmers, purchased rice seed from G & H in Eunice, St. Landry Parish, Louisiana. At the

time of purchase, the seed had been sprayed with Icon by G & H at its place of business in Eunice, Louisiana. The Icon coated rice seed was then transported to a crop duster and thereafter applied to rice/crawfish fields owned by Plaintiffs.

9.

The resulting effect of applying the Icon coated rice onto the rice/crawfish fields caused total crawfish mortality, thereby resulting in damages to Plaintiffs' 1999 Spring crawfish crop, as well as their 1999-2000 crawfish crop. It is presently unknown if the future crawfish crops will also be affected..

10.

At the time of purchase, Plaintiffs received no warning from G & H that Icon coated rice seed could harm crawfish. In fact, representatives of both G & H and Rhone advised and assured Plaintiffs it was safe to apply Icon coated seed to rice/crawfish fields without any adverse effects to Plaintiffs' crawfish crop.

11.

On information and belief, at the time the Icon coated seed was purchased by Plaintiffs, G & H and Rhone knew, or in the exercise of reasonable diligence, should have known, that the Icon coated seed was harmful to crawfish.

DEFENDANT CLASS MEMBERS' CONDUCT

12.

The Defendant Class is comprised of seed distributors which sold the Icon coated rice seed to Plaintiffs during the Class period. The seed distributors took Icon manufactured by Rhone and coated rice seed with Icon for ultimate sale to rice/crawfish farmers, such as Plaintiffs. In coating the rice seed with Icon, all Defendant Class Members became manufacturers under Louisiana law. After coating, the rice seed was jointly marketed to Plaintiffs by the Defendant Class and Rhone. All Defendant Class Members were or should have been aware that Icon could kill crawfish, but did nothing to warn Plaintiffs, and, in fact, affirmatively advised Plaintiffs that the Icon coated rice seed was not harmful to crawfish.

RHONE'S CONDUCT

13.

Rhone manufactures Icon for use as a pesticide. Rhone negligently manufactured and tested Icon prior to putting it on the market. Rhone knew or should have known that Icon would be used in rice fields in Louisiana which also harvested crawfish, but failed to conduct any tests which proved the safety of Icon on Louisiana's crawfish crop. In fact, although Icon has been used for approximately one year, Rhone is now expected to warn the Plaintiffs that Icon is dangerous and lethal to crawfish.

14.

Alternatively, Rhone was well aware that Icon could kill crawfish, but, nevertheless, sold Icon to the Defendant class in the State of Louisiana, including the Defendant class representatives, for resale to and use by rice/crawfish farmers. Rhone supervised and assisted seed distributors, including the Defendant class, in the coating of rice seed with Icon, and with the marketing of Icon, and failed to insure that adequate and appropriate instructions and guidelines regarding the application of Icon were provided to the users of the Icon coated rice seed. As a consequence of Rhone's actions, Icon coated rice seed was applied to rice/crawfish fields with the result that the fields suffered significant crawfish mortality resulting in damages to the 1999 Spring crawfish crop, as well as to the 1999-2000 crawfish crop.

CLASS ACTION ALLEGATIONS

15.

This action is brought as a class action under Article 591 et seq. of the Louisiana Code of Civil Procedure. Plaintiffs bring this class action to secure redress on behalf of all persons similarly situated to them who have suffered damage as a consequence of the actions of the Defendant Class and Rhone. Plaintiffs bring this action individually, and on behalf of all persons similarly situated, and seek certification of the following Plaintiff Class against a Defendant Class of seed distributors and Rhone:

All persons or entities who purchased Icon coated rice seed for use in crawfish or rice/crawfish fields in the State of Louisiana, together with all persons or entities who own, lease or farm crawfish and

rice/crawfish fields in the State of Louisiana whose fields have had Icon coated rice seed applied to them from January 1, 1999 to the present.

16.

The actions of named seed distributor Defendants are typical of the actions of other seed distributors in the State of Louisiana who sold Icon coated rice seed to Plaintiffs. Plaintiffs seek certification of the following Defendant Class:

All rice seed distributors/sellers in the State of Louisiana who coated rice seed with Icon and sold the seed for use in crawfish and rice/crawfish fields from January 1, 1999 to the present.

17.

On information and belief, membership in each Class is so numerous as to make it impractical to bring all Class Members before the Court as Plaintiffs or as Defendants. The exact number of Class Members is unknown but can be determined from records maintained by Rhone and the Defendant Class.

18.

The named Plaintiffs are Members of the Class of victims described herein and adequately represent the interests of the Class. Original Plaintiffs purchased the Icon coated rice seed on or about March 19, 1999 and the rice seed was applied to rice/crawfish fields owned and farmed by them shortly thereafter. Plaintiffs suffered damage to their crawfish crops as a consequence of the use of the Icon coated rice seed, which damages are typical of the Members of the Class.

19.

The additionally named Defendants are Members of the Defendant Class of seed distributors. The actions of the Defendant Class, in coating rice seed with Icon, selling a defective product, failing to instruct purchasers in the proper use of the product and failing to notify users of the rice seed of the dangers to crawfish in the application of the rice seed is typical of the actions of the Defendant Class.

20.

The allegations made herein were specifically framed so as to not implicate the Federal

There are numerous substantial questions of law and fact common to all of the Members of the Plaintiff Class which will control this litigation and which will predominate over any individual issues. Included within the common questions of law and fact are:

- a. Whether Icon coated rice seed kills crawfish;
- b. Whether Icon coated rice seed was adequately tested for its effect on crawfish;
- c. Whether the damages suffered by the Plaintiffs resulted from the use of Icon coated rice seed;
- d. Whether the Plaintiffs were properly warned by the Defendant Class of the dangers of Icon coated rice seed;
- e. Whether the Icon coated rice seed was defective;
- f. Whether the Icon coated rice seed contains a redhibitory defect;
- g. Whether the Icon coated rice seed is unreasonably dangerous under normal use;
- h. Whether Defendants knew or should have known that the Icon coated rice seed would kill crawfish;
- i. Whether the Defendant Class failed to detect a dangerous situation;
- j. Whether affirmative misrepresentations made by the Defendant Class as to the dangers/safety of using Icon coated rice seed gave rise to a duty to disclose;
- k. Whether Rhone supervised and/or participated in the coating of rice seed with Icon;
- l. Whether Rhone and the Defendant Class jointly marketed the Icon coated rice seed;
- m. Whether Rhone participated in the sale of Icon coated rice seed to Plaintiffs and, if so, the extent of Rhone's participation;
- n. Whether the actions of the Defendants caused damage to the Plaintiffs;
- o. Whether Rhone participated in instructing sellers or users of Icon coated seed in the proper application of Icon and, if so, whether Rhone negligently instructed users in the proper application;
- p. Whether Defendants fraudulently or negligently misrepresented that Icon coated rice seed was safe for crawfish;
- q. Whether the Defendant Class properly warned Plaintiffs of the dangers of using Icon;

- r. Whether the Defendant Class failed to provide a proper procedure so the ultimate consumer would be made aware of the effects of applying Icon coated rice seed to rice/crawfish fields;
- s. Whether the Defendant Class did all they could have done to prevent damage from being suffered by the Class Members;
- t. Whether the Defendant Class modified the seeds by coating same with Icon, which renders them a manufacturer under Louisiana law;
- u. Whether Defendants took adequate safety precautions to ensure that the Icon coated rice seed would not cause harm to the Class Members;
- v. Whether Defendants intentionally, wantonly, knowingly, deliberately, or callously disregarded the rights and safety of the Plaintiffs when Defendants knew or should have known a dangerous condition likely to cause damage and losses was in existence; and
- w. Whether the Defendants acted reasonably under all the circumstances.

22.

The claims of the Plaintiff Class Representatives are typical of the claims of the Class and Plaintiffs have no interest adverse to the interests of other Members of the Class.

23.

There are numerous and substantial questions of law and fact common to all Members of the Defendant Class which will control this litigation and which will predominate over any individual issues. Included within the common issues of law and fact are:

- a. Whether the Defendant Class coated rice seed with Icon and failed to warn Plaintiffs of the dangers of the rice seed to crawfish;
- b. Whether the coating and sale of rice seed with Icon by the Defendant Class was supervised and directed by Rhone;
- c. Whether the Defendant Classes affirmative misrepresentations to the Plaintiffs gave rise to a duty to disclose;
- d. Whether the Defendant Class sold a defective product to the Plaintiffs;
- e. Whether the Defendant Class sold a product to the Plaintiffs containing a redhibitory defect;

- f. Whether the Defendant Class jointly marketed Icon coated seed with Rhone;
- g. Whether the Defendant Class failed to detect a dangerous situation;
- h. Whether the Defendant Class intentionally, wantonly, knowingly, deliberately and callously disregarded the safety of the Plaintiffs when they knew or should have known of a dangerous condition likely to cause damage and loss was in existence;
- i. Whether the Defendant Class failed to provide proper procedures so the ultimate consumer would be made aware of the effects of applying Icon coated rice seed to rice/crawfish fields;
- j. Whether the Defendant Class did all they could have done to prevent damage from being suffered by the Plaintiffs; and
- k. Whether the Defendant Class acted reasonably under the circumstances.

24.

Plaintiffs will fairly and adequately protect the interests of the Class and have retained counsel experienced and competent in the prosecution of class actions and complex litigation to sue Defendants.

25.

A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Absent a class action, the Plaintiffs will continue to suffer damage and Defendants' conduct will proceed without effective remedy.

26.

Most individual Plaintiffs have little ability or time to prosecute an individual action, due to the complexity of the issues involved in this litigation and the time and attention necessary to devote to this litigation.

27.

This action will cause an orderly and expeditious administration of Class claims. economies of time, effort and expense will be fostered, and uniformity of decisions will be insured.

28.

This action should present no difficulty which would impede its management by the Court as a class action and is the best available means by which Plaintiffs can seek redress for the harm caused to them by Defendants.

PLAINTIFFS' CAUSES OF ACTION AGAINST DEFENDANTS

29.

COUNT ONE: REDHIBITION
(Against All Defendants)

Plaintiffs re-allege the allegations contained in Paragraphs 1 through 28 as if fully set forth herein.

30.

Plaintiffs purchased Icon coated rice seed from the Defendant Class Members. At the time of purchase of the Icon coated rice seed, Plaintiffs were unaware that the Icon coated rice seed could kill crawfish. Had Plaintiffs been aware of its dangers to the crawfish crop, they would not have purchased the Icon coated rice seed.

31.

The Defendant Class Members coated rice seed with Icon. Thus, the defect in the rice seed existed at the time it was delivered to Plaintiffs.

32.

As the persons who coated the rice seed with Icon, the Defendant Class Members are manufacturers and are therefore deemed to know of the existence of redhibitory defect in the Icon coated rice seed. Alternatively, the Defendant Class knew or should have known the Icon coated rice seed was defective.

33.

Rhone manufactured Icon. As the manufacturer of Icon, Rhone is presumed to know of the defects contained therein.

34.

As a consequence of the Defendant Class being either sellers of a product which they knew to be defective or manufacturers of a defective product and, as a consequence of Rhone being a manufacturer of a defective product, Defendants are liable to Plaintiffs for the following:

1. Return of the purchase price for the Icon coated rice seed, together with interest from the time the purchase price was paid;
2. Reasonable expenses occasioned by the sale;

3. Damages caused by the use of the defective product, including, but not limited to lost profit from the sale of crawfish; and
4. Reasonable attorneys fees.

COUNT TWO: BREACH OF CONTRACT

(Against the Defendant Class)

35.

Plaintiffs re-allege the allegations contained in Paragraphs 1 through 28 as if fully set forth herein.

36.

If Icon coated rice seed is free from redhibitory defects, the fact of which is denied, the Icon coated rice seed was not fit for its ordinary and known use in the planting of rice/crawfish fields.

37.

At the time of sale to Plaintiffs, the Defendant Class knew or had reason to know that Plaintiffs were using the Icon coated rice seed in fields which would also be utilized for crawfish farming and that Plaintiffs relied on the Defendant Class in selecting the Icon coated rice seed for use in their fields.

38.

As a consequence of the Icon coated rice seed causing crawfish mortality, the Icon coated rice seed was not reasonably fit for its ordinary use and Plaintiffs are therefore entitled to recover all damages suffered as a consequence of the use of the Icon coated rice seed, together with legal interest from the date of purchase of the seed.

COUNT THREE: LOUISIANA PRODUCTS LIABILITY ACT

(Against All Defendants)

39.

Plaintiffs re-allege the allegations contained in Paragraphs 1 through 28 as if fully set forth herein.

40.

As the persons who coated the rice seed with Icon, the Defendant Class are manufacturers under the Louisiana Products Liability Act ("LPLA"), LSA-R.S. 9:2800.51 et seq. Rhone is also a manufacturer under the LPLA as it manufactured Icon.

41.

Defendants are liable to Plaintiffs for all damages caused by the Icon coated rice seed as the rice seed was unreasonably dangerous and harmful when used in accordance with its reasonably anticipated application to rice/crawfish fields.

42.

Rhone failed to conduct adequate testing on the safety of applying Icon to crawfish prior to marketing Icon.

43.

Icon and Icon coated rice seed are unreasonably dangerous in design since at the time they left the control of Rhone and the Defendant Class there existed an alternative design for the products which would not have caused the damages suffered by Plaintiffs and the damages suffered by the Plaintiffs far outweighed Defendants' burden of adopting such an alternative design.

44.

The Icon coated rice seed manufactured by the Defendant Class was unreasonably dangerous as the Defendant Class failed to provide an adequate warning of the dangers and harm to crawfish which could be suffered through application of the product in rice/crawfish fields. At the time the Icon coated rice seed left the control of the Defendant Class, the Defendant Class knew or should have known of the dangers to crawfish arising from the use of the Icon coated rice seed, while Plaintiffs did not know that the product could harm crawfish.

45.

Alternatively, the Defendant Class and Rhone expressly warranted to Plaintiffs that Icon and Icon coated rice seed would not harm crawfish when applied to rice/crawfish fields and, as a consequence of those representations, Plaintiffs were induced to use the products by Defendants and suffered damages as a proximate cause of the fact that Defendants express warranties were untrue.

46.

As a consequence of Defendants' manufacture of defective products used by Plaintiffs, Defendants are liable for all damages suffered by Plaintiffs, together with legal interest from date of judicial demand until paid.

**COUNT FOUR: NEGLIGENCE, NEGLIGENT
MISREPRESENTATION, FRAUDULENT CONCEALMENT,
INTENTIONAL MISREPRESENTATION AND FRAUD**
(Against All Defendants)

47.

Plaintiffs re-allege the allegations contained in Paragraphs 1 through 28 as if fully set forth herein.

48.

The damages suffered by Plaintiffs were caused by the fault of the Defendant Class, without any comparative fault on the part of Plaintiffs. The actions of the Defendant Class which constitute fault consisted primarily of, but are not limited to, the following acts of omission and/or commission:

- a. Failing to inform Plaintiffs that Icon kills crawfish;
- b. Failing to properly market a product which the Defendant Class knew or should have known would kill crawfish;
- c. Failing to warn Plaintiffs of the adverse effects of Icon;
- d. Fraudulently and materially misrepresenting that Icon would not kill crawfish;
- e. Engaging in conduct which caused Plaintiffs to rely on Defendants' expertise;
- f. Failing to take adequate safety precautions to ensure that Icon would not adversely affect the crawfish crop;
- g. Failing to warn of the dangers associated with the application of Icon into rice/crawfish fields;
- h. Intentionally, wantonly, knowingly, deliberately and callously disregarding the rights and safety of Plaintiffs when Defendants knew or should have known a dangerous condition likely to cause damage and loss was in existence;
- i. Failing to detect a dangerous situation;
- j. Failing to provide a proper and safe procedure for the proper application of Icon onto rice/crawfish fields; and
- k. Other acts of negligence and/or fault to be shown at the trial on the merits of this matter.

The damages suffered by Plaintiffs were caused by the fault of Rhone, without any comparative fault on the part of Plaintiffs. The actions of Rhone which constitute fault consisted primarily of, but are not limited to, the following acts of omission and/or commission:

- a. Failing to properly market a product which it knew or should have known killed crawfish;
- b. Failing to properly supervise the coating of rice seed with Icon and the marketing of Icon;
- c. Fraudulently and materially misrepresenting that Icon would not kill crawfish;
- d. Causing Plaintiffs to rely on its expertise to their detriment;
- e. Failing to adequately test Icon to ensure that Icon would not adversely affect Plaintiffs' crawfish crop;
- f. Intentionally, wantonly, knowingly, deliberately and callously disregarding the rights and safety of Plaintiffs' crawfish fields when it knew or should have known a dangerous condition likely to cause damage and loss was in existence;
- g. Failing to detect a dangerous situation;
- h. Failing to provide a proper and safe procedure for the application of Icon onto rice/crawfish fields;
- i. Failing to take all appropriate action to ensure that Plaintiffs would not suffer damage; and
- j. Other acts of negligence and/or fault to be shown at the trial on the merits of this matter.

WHEREFORE, Plaintiffs pray that the specifically named Defendants be duly cited to appear and answer this First Amended, Supplemental and Restated Petition and that after due proceedings had there be judgment herein in favor of Plaintiffs, Craig West, Troy West, W.B. Farms, Inc., John Kelly West, Chad West and Terry Fontenot, individually and as representatives of a Class of all persons similarly situated, and against all Defendants, G & H Seed Company, Crowley Grain Drier, Inc., Delhi Seed Co., Inc., Nolan J. Guillot, Inc., Terral Seed, Inc., and Mamou Rice Drier and Warehouse, Inc., individually and as representative of Class of Defendants similarly situated, and Rhone-Poulenc AG Company, Inc., jointly, severally and in solido.

Plaintiffs further pray for the following:

- a. That at a date and time to be set by this Honorable Court, the Court, after hearing, certify this case as a class action with the named Plaintiffs representing the interest of the Plaintiff Class and named Defendants, representing the interests of the Defendant Class;
- b. That Plaintiffs be awarded all damages incurred as a consequence of the actions of Defendants, together with legal interest thereon from either the date the obligations became due or the date of judicial demand, whichever is earlier;
- c. That the Court award a reasonable sum for attorneys fees, as found by the trier of fact, with additional sums for the services of counsel in the event of subsequent appeal;
- d. That the Court appoint a Plaintiffs' Steering Committee to represent the interests of the Plaintiff Class;
- e. That the Court award post-judgment interest on the judgment at the rate provided by law from the date of judgment until paid;
- f. That the Court award all costs of these proceedings, including notice and class counsel fees; and
- g. Such other and further relief which Plaintiffs may be justly entitled.

Respectfully submitted,

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275 Battery Street, 30th Floor
San Francisco, CA 94111
415-956-1000

BY: 
PATRICK C. MORROW

CERTIFICATE OF SERVICE

I CERTIFY THAT A COPY OF THE
FORGIVING PLEADING HAS BEEN SERVED
UPON COUNSEL FOR ALL PARTIES TO THIS
PROCEEDING, BY MAILING THE SAME TO
EACH BY FIRST CLASS UNITED STATES
MAIL, PROPERLY ADDRESSED, POSTAGE
PREPAID, ON THIS 25th DAY OF APRIL


MORROW, MORROW, RYAN & BASSETT

CRAIG WEST, TROY WEST and
W. B. FARMS, INC.

CIVIL DOCKET NO. 99-C-4984-A

VERSUS

27TH JUDICIAL DISTRICT COURT

G & H SEED CO. and RHONE-
POULENC AG COMPANY, INC.

ST. LANDRY PARISH, LOUISIANA

ORDER

Considering the foregoing Petition;

IT IS ORDERED that the above First Amended, Supplemental and Restated Petition be filed herein, relating back to the filing of the original petition, December 3, 1999.

OPELOUSAS, LOUISIANA, this 25th day of January, 2000.


JUDGE

PLEASE SERVE BOTH ORIGINAL AND 1ST AMENDED, SUPPLEMENTAL AND RESTATED PETITIONS:

G & H Seed Company,
Individually and as Representatives of Defendant Class
Through its Agent for Service of Process,
Raymond Hensgens
15 Judge Canan
Crowley, LA

Rhone-Poulec AG Company, Inc.
Through its Agent for Service of Process,
CT Corporation System
8550 United Plaza Blvd.
Baton Rouge, LA

Terral Seed, Inc.
Through its Agent for Service of Process,
Thomas Terral
604 Blount Street
Lake Providence, LA 71254

Mamou Rice Drier and Warehouse, Incorporated
Through its Agent for Service of Process,
Elvin Lahaye,
RFD#2, Box 188
Ville Platte, LA 70586

Delhi Seed Co., Inc.
Through its Agent for Service of Process
Michael Wheatley Merrit
Highway 17 North
Delhi, LA 71232

January 25th 00
Glenda H. Chenier

A True Copy
Glenda H. Chenier
121 058

Crowley Grain Drier Incorporated
Through its Agent of Service of Process
Kenneth Privat
Southwest Court Circle
Crowley, LA 70526

Nolan J. Guillot, Inc.
Through Nolan J. Guillot
132 West Hoyt Avenue
Crowley, LA 70526

CRAIG WEST, TROY WEST and
W. B. FARMS, INC.

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POULENC AG COMPANY, INC.

ST. LANDRY PARISH, LOUISIANA

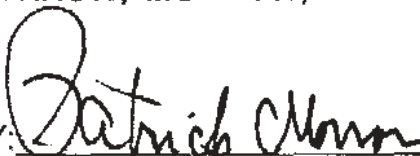
REQUEST FOR NOTICE OF TRIAL DATE, ETC.

TO: CLERK OF COURT
27th Judicial District Court
Parish of St. Landry
State of Louisiana

PLEASE TAKE NOTICE that firm of MORROW, MORROW, RYAN & BASSETT, does hereby request written notice of the dates of the trial of the above matter, as well as notice of hearings, (whether on merits or otherwise), orders, judgments and interlocutory decrees, and any and all formal steps taken by the parties herein, the Judge or any member of Court, as provided in the Louisiana Code of Civil Procedure.

BY ATTORNEYS:

MORROW, MORROW, RYAN & BASSETT

BY: 

PATRICK C. MORROW (#9748)

JAMES P. RYAN (#11560)

JOHN MICHAEL MORROW, JR. (#26091)

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