

NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO.: 25CV035138-910

SANDRA ALFORD,)
)
 Petitioner,)
)
 v.)
)
 NORTH CAROLINA STATE)
 UNIVERSITY,)
)
 Expected Adverse Party.)

**VERIFIED PETITION FOR RELIEF AND PRELIMINARY INJUNCTION
PURSUANT TO RULES 27(a) AND 65**

NOW COMES Petitioner, Sandra Alford, pursuant to Rules 27(a) and 65 of the North Carolina Rules of Civil Procedure, and alleges and says as follows:

INTRODUCTION

1. On November 16, 2023, North Carolina State University (“NCSU”) closed Poe Hall due to suspected environmental contamination and toxic, dangerous conditions. One major source of the polychlorinated biphenyl (“PCB”) environmental contamination was believed to be the heating, ventilation and air conditioning (“HVAC”) systems in Poe Hall.

2. Petitioner, Sandra Alford, is a former NCSU employee and student, who has Stage 2 Breast Cancer and other adverse health effects believed to be related to the environmental contamination within Poe Hall. Petitioner has reason to believe that evidence underlying her claims for personal injuries arising from exposure to environmental contamination may have been and/or is being altered, modified, or destroyed by NCSU.

3. In response to multiple observations of recent activity at and within Poe Hall, Petitioner’s counsel has attempted repeatedly to communicate with counsel for NCSU in good faith to understand what the observed activity is and whether such activity has caused and/or may cause spoliation of critical evidence to support Petitioner’s claims. These efforts include formal proposals for a Communication Agreement to facilitate communication between the Parties so that the over four hundred clients represented by undersigned can be assured all

relevant evidence is preserved. These efforts also include proposals for a Tolling Agreement to enable the victims, NCSU, and the State of North Carolina to have time to explore alternatives to litigation.

4. NCSU counsel ignored those proposals. Instead, NCSU's counsel responded with a letter refusing to provide any information other than confirming that NCSU would "proceed with its plans to prepare Poe Hall for remediation."

5. Thus, Petitioner moves for relief under Rule 27(a) and seeks entry of a Preliminary Injunction requiring NCSU to share relevant information with Petitioner's counsel regarding any remediation plans and/or activities. This includes any actions taken within the building that may have altered the conditions or possibly removed or destroyed evidence from within the building, whether through preparation of remediation plans or other activities or for any other reason, as well as ordering NCSU to take cooperative steps to prevent spoliation of any potentially relevant evidence within Poe Hall that would support Petitioner's claims.

6. Petitioner's counsel, and co-counsel David Kirby of the Edwards, Kirby law firm, Patrick Wallace of Lee Segui, and undersigned counsel Ben Whitley with the Whitley law firm, have communicated in good faith with NCSU General Counsel Allison Newhart, and her hired outside counsel, Todd Roessler at the Kilpatrick Stockton law firm. Through those many communications, it has been made clear that these attorneys represent over 400 clients, almost all of whom are current or former faculty, staff or grad students who spent significant time in Poe Hall, and who will be bringing claims due to their cancers and illnesses due to PCB exposure in Poe Hall.

7. Counsel have sought repeatedly to work with NCSU's attorneys to share information and make sure that public records and related information have been provided (which have not), and that the Parties should all work together and avoid spoliation of evidence inside Poe Hall. Nevertheless, counsel for NCSU has again rejected requests for cooperation and ignored renewed concerns regarding spoliation of evidence, thus necessitating this motion.

PETITIONER

8. Petitioner, Sandra Alford, is a resident of Raleigh, Wake County, North Carolina.

9. Ms. Alford was an employee of NCSU as well as a student of NCSU at various times from August 1989-Spring 2002. During that tenure, she regularly attended classes and worked within Poe Hall.

10. Ms. Alford was diagnosed with Stage 2 Breast Cancer in 2021.
11. Genetic testing has confirmed that she does ***not*** have the BRCA 1 gene that has been linked to breast cancer.
12. More recently, Ms. Alford has been further diagnosed with Thyroid Nodules.
13. Ms. Alford is undergoing treatment with her healthcare providers for her cancer and other ailments.

EXPECTED ADVERSE PARTY

14. Expected Adverse Party North Carolina State University (hereinafter “NCSU”) is a public university “dedicated to the service of North Carolina and its people” pursuant to N.C. Gen. Stat. § 116-1(b). NCSU is one of two land grant colleges in North Carolina.

15. NCSU is located in Raleigh, Wake County, North Carolina.

16. NCSU has an annual enrollment of over 35,000 students and employs over 9,000 faculty and staff.

17. Poe Hall is located on the NCSU campus and was constructed around 1971. The seven-story building housed NCSU’s Department of Psychology and College of Education until its closure on November 17, 2023.

18. In the fall of 2023, due to concerns and complaints by faculty and staff with offices in Poe Hall, environmental testing was undertaken of dust and air from the HVAC systems that revealed the presence of PCBs. PCB’s are toxic chemicals. Exposure is linked to serious health problems, including cancer.

FACTS

Ms. Alford’s PCB exposure

19. At various times between 1989 and 2001, Ms. Alford regularly attended classes and worked in Poe Hall at NCSU.

20. Ms. Alford was a Master’s student in Adult Education from the fall of 1989 through the spring of 1992.

21. Subsequently, Ms. Alford started classes for a Doctorate degree in Spring 1995 but later withdrew as a student.

22. Ms. Alford resumed her Doctoral pursuit in January 2001, attending regular classes in Spring 2001, Fall 2001, and Spring 2002. Around that same period, Ms. Alford was

also working at NCSU in the Human Resources group, including as Assistant Director of the Training Department. In that role, she attended and facilitated multiple meetings in Poe Hall for the Dean of Education.

23. During her time at NCSU, Ms. Alford was very healthy with no major health complications.

24. In 2021, Ms. Alford was diagnosed with Stage 2 Breast Cancer. A genetic screening confirmed that she does ***not*** have the BRCA 1 gene.

25. Since that diagnosis, Ms. Alford has also been diagnosed with Thyroid Nodules.

26. Ms. Alford is actively undergoing treatment for these health complications.

27. Ms. Alford eventually learned that Poe Hall was closed by NCSU due to the presence of dangerous levels of PCBs in the building.

28. PCBs were banned in the United States in 1979. Prior to the ban, they were widely used in industrial and commercial applications.

29. At the time of the construction of Poe Hall, around 1971, PCBs were widely used in building materials, such as in paint, caulk and mastics.

30. PCBs are considered probable human carcinogens. In addition to causing cancer, PCB exposure can cause serious adverse health effects on the immune system, reproductive system, nervous system and endocrine system.

31. Ms. Alford has reason to believe that her cancer diagnosis is related to PCB exposure. She has no family history of cancer and has no other genetic risk factors for developing cancer.

32. Ms. Alford retained undersigned counsel to investigate and prosecute legal claims relating to her exposure to PCBs during her tenure at NCSU.

33. On October 1, 2025, NCSU filed a lawsuit against Monsanto alleging high levels of PCB contamination throughout Poe Hall and seeking costs to remediate, demolish and re-build Poe Hall.

NCSU's closure of Poe Hall

34. On November 16, 2023, NCSU announced that it was closing Poe Hall because environmental testing revealed the presence of PCBs. NCSU undertook such testing in response to occupants' concerns about the air quality in Poe Hall and the high numbers of faculty and staff diagnosed with serious illnesses, including cancer.

35. At that time, NCSU shut down the HVAC systems within Poe Hall. Bathroom exhaust fans remained on and in use.

36. There are four HVAC circulation zones within Poe Hall and six air handling units.

37. At the time of the closure of Poe Hall, over 400 faculty, staff and graduate students had offices there. Additionally, 230 classes for more than 4,000 students met in Poe Hall.

38. After the closure of Poe Hall due to PCB contamination, NCSU undertook additional environmental testing and contracted with Geosyntec Consultants to complete such additional testing on or around December 7, 2023.

39. According to a bulletin dated December 7, 2023, signed by then-Chancellor Randy Woodson, Geosyntec Consultants was to “provide guidance to allow individuals limited access to the building to retrieve belongings and perform critical maintenance projects.”

40. According to a subsequent bulletin dated December 18, 2023, co-signed by Executive Vice Chancellor and Provost Warwick Arden and Executive Vice Chancellor for Finance and Administration Charles Maimone, previous occupants of Poe Hall were instructed to retrieve materials, like textbooks and laptops, but to clean them off with Clorox wipes.

41. On February 8, 2024, Geosyntec Consultants released a 183 page “Indoor Environmental Investigation Report – Initial Phase.”

42. Geosyntec Consultants’ initial testing occurred on December 20, 21, and 22, 2023. At that time, Geosyntec sampled indoor and outdoor air samples (14 indoor and one outdoor air sample) and surface wipe samples (67 wipe samples).

43. NCSU released sampling results showing that samples from the 3rd floor of Poe Hall indicated the presence of PCBs at levels well above Environmental Protection Agency standards for building materials, which are 50 ppm for insulation and other solid materials and 10 ug/ cm² for non-porous structures in “high occupancy areas.”

44. Samples taken on November 7, 2023, from the 3rd floor indicated PCB contamination, Arochlor-1262 at 194,000 ppm. Another sample taken on December 20-21, 2023, from the 3d floor indicated PCB contamination, Arochlor-1262 at 74.6 ppm.

45. At the time of Poe Hall’s construction, PCBs were widely used in plasticizer applications in building materials, including caulking, glazing, sealants, flooring adhesives and spray-on insulation. NCSU recently sued Monsanto, the manufacturer of many of Poe Hall’s

building materials, in Wake County Superior Court for damages relating to the costs to remediate Poe Hall of the many PCB-containing materials that caused PCB's to contaminate the building. *North Carolina State University v. Monsanto Co.*, Case No. 25CV034830-910 (Oct. 1, 2025).

46. Where PCBs and PCB-containing products are used in building materials, indoor air contamination from off-gassing is inevitable. Because PCBs continue to be released from building materials for decades and persist in the environment for even longer, indoor air concentrations of PCBs tend to increase, making the indoor environment progressively more hazardous over time.

47. PCBs can also volatilize when disturbed during renovation or building repairs.

48. Repairs and renovations were regular occurrences at Poe Hall, particularly during the years that Petitioner spent time in Poe Hall.

49. PCBs are highly toxic and bio-accumulative in humans. Exposure to even small amounts of PCBs is known to increase the risk of cancer and can cause serious adverse health effects on the immune system, reproductive system, nervous system, and endocrine system.

Petitioner's Initial Attempts to Conduct Inspection and Requests to Preserve Evidence

50. It is the common custom and practice for pending personal injury claims to be the subject of a mutually agreed upon inspection which occurs prior to the commencement of litigation. This is the common custom and practice in personal injury cases, including personal injury cases arising from exposure to environmental hazards.

51. Counsel for Petitioner, on behalf of certain other potential claimants, previously worked diligently to reach an agreement with NCSU to conduct such an inspection. Those efforts were initially unsuccessful.

52. On January 22, 2024, Counsel for Petitioner submitted a public records request to NCSU for documents relating to the mechanical drawings of Poe Hall. NCSU immediately responded that the documents requested were not public information.

53. On February 8, 2024, NCSU released the report of sampling conducted by Geosyntec Consultants on December 20 and 21, 2023, with the HVAC systems turned off. The report confirmed the presence of PCBs in Poe Hall, including on the 3rd floor where Petitioner took regular classes. The report suggested that prior to turning the HVAC system on, portions of the mechanical system should be replaced or encapsulated.

54. On February 9, 2024, counsel for Petitioner sent NCSU a letter of representation and spoliation letter requesting that NCSU not alter or otherwise modify evidence inside Poe Hall. *See* Exhibit A.

55. On February 21, 2024, counsel for Petitioner sent a written request to NCSU for written assurance that NCSU would not alter evidence within Poe Hall and requested access to the building for inspection. Counsel for Petitioner and NCSU discussed a mutually agreeable inspection protocol, but NCSU refused to agree to the protocol when presented to NCSU in writing by counsel for Petitioner.

56. Instead, NCSU, at great taxpayer expense, embarked on a campaign of non-cooperation and obstruction, choosing to prevent access to information, and forcing Petitioner's counsel to seek judicial relief. When that relief was granted, NCSU decided to appeal rather than comply. After NCSU lost at the Court of Appeals, it then, and again at great taxpayer expense, appealed to the North Carolina Supreme Court.

57. Rather than engage in an increasingly costly battle that would lead to additional delays in learning critical information, in August 2024, counsel for Petitioner and NCSU agreed to a testing protocol that was highly restricted by NCSU and its counsel. Pursuant to this Agreement, certain limited testing was performed by Poe Hall's victims' experts, under the ever-watchful eye of NCSU's counsel.

58. As the limited samples that NCSU allowed to be obtained were still being tested, on December 20, 2024, counsel for Petitioner sent another written request to NCSU requesting that it halt any remediation or modification of the building. The request noted that counsel for Petitioner had not yet received their test results back and that additional sampling may be needed by the parties' experts. NCSU nevertheless refused to accommodate Petitioner's request.

59. On January 10, 2025, counsel for Petitioner reiterated their request that NCSU cease any cleaning or alteration of the building as test results were still pending, and that all evidence be preserved.

60. On January 14, 2025, NCSU's counsel indicated that NCSU would not honor Counsel for Petitioner's request and that NCSU intended to proceed with cleaning Poe Hall.

61. On February 6, 2025, NCSU's counsel notified Counsel for Petitioner that NCSU intended to proceed with developing plans for remediation and renovation of Poe Hall. NCSU's counsel further stated that NCSU would preserve what it deemed to be "relevant, representative

evidence related to materials that contain PCBs.” However, the evidence NCSU unilaterally deemed it would preserve only a small sampling of the materials and conditions within the building and does not reflect the full extent of PCB contamination present.

62. On June 24, 2025, counsel for Petitioner advised NCSU’s counsel that counsel for Petitioner were still awaiting the results on their testing and expressly renewed their objections to NCSU’s plan to proceed with remediation of Poe Hall without first working with counsel to determine what other testing or other information relevant to counsel’s hundreds of clients and their health may be necessary before cleaning the building before demolishing it.

63. Surficial and bulk test samples taken by Petitioner’s experts are still being evaluated. Air samples taken by Petitioner have been provided to NCSU.

64. NCSU is aware through prior discussions and interactions with counsel for Petitioner as well as other sources including media coverage that there are hundreds of potential claimants who studied and/or worked in Poe Hall who have cancer or other illnesses related to PCB exposure, or who have died from their illnesses.

65. The preservation and discovery of evidence relating to potential claimants’ exposure is critical to their diagnosis and health treatment. The preservation of evidence inside the building is critical to the legal claims the current and former NCSU faculty, staff and grad students have against the manufacturer of PCBs, against those who installed or maintained materials containing PCBs, and against those who caused, enabled or contributed to PCB exposure in Poe Hall.

Recent Activity Observed at Poe Hall and Renewed Efforts for Communication and Evidence Preservation

66. On Friday, September 12, 2025, Petitioner observed photographs taken of Poe Hall showing what appears to be remediation and/or removal efforts of the HVAC systems in Poe Hall. The original photographs, posted to the Campus Community Alliance for Environmental Justice (CCA EJ) at NCSU Instagram account on September 9, 2025, are attached hereto as Exhibit A.

67. Petitioner promptly shared these images with Counsel.

68. On September 15, 2025, Petitioner walked by Poe Hall to attempt to confirm herself what was shown in the pictures in Exhibit B. Petitioner observed that the tarps and other materials shown in the photographs in Exhibit B were no longer present. A large, covered piece

of equipment was observed in the parking lot adjacent to Poe Hall. A large crane that could reach the roof and the HVAC system housed there was still on site, as were cars and trucks from an HVAC company, and from NCSU Health and Safety. Those images are attached hereto as Exhibit C.

69. Counsel for Petitioner promptly contacted counsel for NCSU regarding the observed activity. Counsel for NCSU and NCSU General Counsel Allison Newhart joined a call with Counsel for Petitioner to discuss the activity observed but were unable to disclose what testing or other activity was being conducted.

70. During the call, Petitioner's counsel requested documentation to substantiate the scope of recent activity and any future planned activity. Counsel also offered to send a draft Communications Agreement and a Tolling Agreement to enable the Parties to better communicate about active and planned activity at Poe Hall, understand how any relevant evidence would be preserved, toll any statutory deadlines for filing suit to allow the Parties to discuss alternatives to litigation.

71. On September 12, 2025, Petitioner's counsel followed up on the request for documentation to substantiate the scope of recent activity and any future planned activity. Counsel also provided a proposed Communications Agreement (Exhibit D) and proposed Tolling Agreement (Exhibit E) for NCSU's consideration.

72. NCSU ignored the proposed Communications Agreement and proposed Tolling Agreement. NCSU also refused to provide any documentation to substantiate the scope of recent activity and any future planned activity.

73. Instead, Counsel for NCSU responded by accusing Petitioner of delaying the initiation of suits before the Industrial Commission, stating that NCSU had already complied with its obligation to allow sampling by Petitioner's counsel, and reiterating that it would "proceed with its plans to prepare Poe Hall for remediation" without any agreement to share information about those plans, or how relevant evidence would be preserved.

74. In the interim, additional activity has been observed, including on September 23, 2025, a truck belonging to Demolition & Asbestos Removal, Inc., a company that provides environmental remediation including PCB remediation (Exhibit F).

75. And yesterday, October 2, 2025, another work truck was observed outside of Poe Hall. The truck indicated it was affiliated with Elevated Facility Services.

Petition for Relief pursuant to Rule 27(a)

76. At this time, Petitioner has not filed a lawsuit, but she anticipates she will be a party in a claim for personal injuries against NCSU arising from PCB exposure she was subjected to in Poe Hall.

77. Petitioner desires to perpetuate testimony and evidence from NCSU regarding the environmental conditions of Poe Hall that Petitioner was exposed to and any modifications made since Poe Hall's closure in November 2023 that may have impacted or later impact the environmental status as it existed during Petitioner's tenure at NCSU.

78. Given the recent remediation and other apparent activity at Poe Hall, and NCSU's unwillingness to provide any documentation or other detail about the sampling or other activity taking place, Petitioner is concerned that critical evidence to support her claim may be lost if the building is not preserved in its current state before all testing and evidence collection can be completed. Indeed, sampling and other tests from earlier this summer are still being processed, and it is as yet unknown whether additional testing will be required.

79. Accordingly, Petitioner seeks to perpetuate evidence regarding the environmental conditions within Poe Hall, including any modifications made to Poe Hall since its closure in November 2023 and the scope of recent observed activity at Poe Hall, and any future plans for any such activity.

80. Petitioner requests the court to require NCSU to do nothing to spoil evidence.

81. Petitioner requests the court to require NCSU give notice of activity in Poe Hall.

82. "Notice of activity" means a brief description of the activity planned in Poe Hall, and an explanation of steps taken to ensure the activity does not risk the spoliation of evidence.

83. Petitioner further seeks access and entry to Poe Hall to conduct further independent environmental testing and/or air, surface and bulk sampling in Poe Hall, as deemed necessary by Petitioner's expert(s) based on analysis of initial testing that is still pending, to accurately determine the levels of PCB contamination and/or other environmental contamination as it exists in the building and during Petitioner's tenure at NCSU. While NCSU has described in its most recent complaint the number of samples taken by both Monsanto and by Petitioner's counsel on behalf of the over 400 clients they represent, it was deafeningly silent in the number of samples NCSU had taken at the same sampling events from July 29- August 6, 2024.

84. A determination of accurate levels of PCBs and related contaminants that are in the building during Petitioner's tenure at NCSU is critical to allowing Petitioner to evaluate the health connection between her PCB exposure and cancer diagnosis. This will allow Petitioner to seek redress against any party who may have wrongfully exposed her to environmental toxins leading to her injuries and potential death. This is the same or similar circumstance for hundreds of faculty, staff, and students sick with cancer or other health conditions that are linked to exposure to PCBs.

85. Similarly, there are nearly one hundred children who are sick with health conditions linked to PCB exposure, whose mothers were faculty and staff at NCSU during pregnancy, most of whom also breast fed their infant children while still working or studying at Poe Hall, for whom the information and evidence being spoliated or destroyed by NCSU may be critical in their health care decisions and treatment outcomes. These minor children are represented by undersigned counsel, which has been discussed many times with counsel for NCSU. All of the children are sick.

86. The perpetuation of such testimony and evidence will prevent a failure and/or delay of justice.

PRAYER FOR RELIEF

WHEREFORE, Petitioner prays the Court enter a Preliminary Injunction requiring that:

1. NCSU not alter, modify or otherwise change the environmental conditions in Poe Hall until Petitioner has an opportunity to be heard on the instant Petition;
2. NCSU provide ongoing documentation substantiating the scope of activity at Poe Hall since Counsel for Petitioner last took samples in August, 2024, including but not limited to sample results or other activities related to property removal, including when allowing faculty and staff to re-enter Poe Hall in December 2024 and January 2025 to retrieve property, and the work undertaken by NCSU inside the building in preparation for same, which heretofore has never been provided to counsel;
3. NCSU provide a written sampling and/or remediation plan to Counsel for Petitioner in advance of any further activity within Poe Hall, as previously requested by counsel;

4. NCSU take steps to ensure, and provide documents substantiating, that any remediation or other activity to be conducted in Poe Hall be conducted in a manner that will not risk destroying or otherwise altering any potential evidence relevant to Petitioner's claims;

5. That Petitioner and its retained experts be permitted to enter upon Poe Hall for the purpose of conducting a final inspection and, if necessary, to conduct environmental testing pursuant to Rule 34(a) of the North Carolina Rules of Civil Procedure;

6. Consistent with their recently filed Complaint in Wake County Superior Court regarding claims against Monsanto for PCB contamination in Poe Hall, that NCSU provide the testing results for air, wipe and bulk samples that they took and have in their possession from July 29-August 6, 2024, just as they reported in the Complaint the samples taken earlier by their consultant, GeoSyntec; and

7. For any such other relief the Court deems appropriate.

This the 3rd day of October, 2025.

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NORTH CAROLINA

WAKE COUNTY

VERIFICATION

I, Sandra Alford, being first duly sworn deposes and says that she is the Petitioner in the above-captioned matter, that she has read the foregoing *Petition for Relief and Motion for Preliminary Injunction Pursuant to Rules 27(a) and 65* and knows the contents thereof, that the same is true of her own knowledge except as to those matters and things stated therein upon information and belief, and that, as to those, she believes them to be true.

This the 3rd day of October, 2025.

/Sandra Alford/
Sandy Alford

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of October, 2025, I served a true and correct copy of the foregoing document upon the following:

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North Carolina System:**

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Exhibit A
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February 9, 2024

VIA U.S. MAIL & EMAIL

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*Re: Legal Representation of NCSU Faculty and Students (Poe Hall) and Notice to
Preserve Evidence*

Dear Ms. Mize and Mr. Roessler:

We represent a number of current and former faculty members, and students who officed, instructed or studied in Poe Hall at North Carolina State University (“NCSU” or the “University”) over an extended period of time. These individuals have been diagnosed with various diseases, including cancer. We have been retained to investigate and pursue, if needed, legal claims arising out of their exposure to PCBs while working, teaching, and studying in Poe Hall.

We have reviewed the report by Geosyntec, dated February 8, 2024, which indicates that initial air and surface sample testing they conducted in December 2023 was completed with HVAC systems turned off. We are concerned that such tests were not conducted under the same conditions to which our clients were exposed.

Further, it appears that NCSU and Geosyntec may fail to conduct adequate testing and potentially alter or destroy evidence relevant to our investigation of this matter and potential legal claims. On page 9, Geosyntec states:

Note that before returning HVAC systems to service, additional interim steps may be appropriate based on the results of bulk sampling, including replacing or encapsulating portion of mechanical systems, cleaning and follow-up bulk sampling.

February 9, 2024

Page 2 of 2

On January 22, 2024, our firm issued a formal public record request for “all mechanical drawings or plans for Poe Hall on the North Carolina State university” campus. Unfortunately, our request was denied, with NCSU responding:

NC State has no responsive public records pursuant to your request. The records you requested are considered confidential under N.C.G.S. 132-1.7(a), and therefore are not public records.

Your request has been fully processed and is now closed.

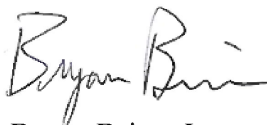
Our request was denied within two hours of submittal, even though it appears that information and other site floor plans were publicly available on the NCSU website. Such information has now been blocked from public access. Further, it appears the data from the December 2023 sampling was reported to NCSU on or about January 6, 2024. This information was made available yesterday, over a month after the data was made available to NCSU.

We have been advised by our clients that on February 6, 2024, NCSU advised faculty, staff and alumni that the University plans to purge on March 4, 2024 all labeled files and folders owned by alumni and vaulted former employee accounts that have been inactive for two years or more, including files from 2010 – 2022. Such data may contain evidence relevant to claims arising out of the exposure to PCBs at Poe Hall. Do not alter, delete, or otherwise destroy this data. If this data is subject to destruction by way of a schedule retention policy, please pause this schedule to allow the data to be retrieved at a later date.

Please allow this letter to serve as formal notice that you have an obligation to preserve evidence and should not alter, repair, or otherwise change the condition of the HVAC, mechanical, lighting, or other building systems in Poe Hall without first providing our clients an opportunity to inspect and conduct testing of the premises. Further, you have an obligation not to destroy any data that may lead to the discovery of admissible evidence relating to this matter. Your failure to preserve the evidence and your refusal to allow our inspection will raise issues of spoliation. *See, e.g., McLain v. Taco Bell Corp.*, 137 N.C. App. 179, 527 S.E.2d 712 (2000).

Thank you in advance for your prompt attention to this matter. We look forward to hearing from you and hope this matter can be resolved without the necessity of a temporary restraining order or other court intervention. Please do not hesitate to contact us if you would like to discuss any aspect of these cases or have any immediate questions.

Sincerely,



F. Bryan Brice, Jr.
bryan@attybryanbrice.com



Catherine Cralle Jones
cathy@attybryanbrice.com

EXHIBIT B

EXHIBIT B

11:07



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ccaej71
3 days ago



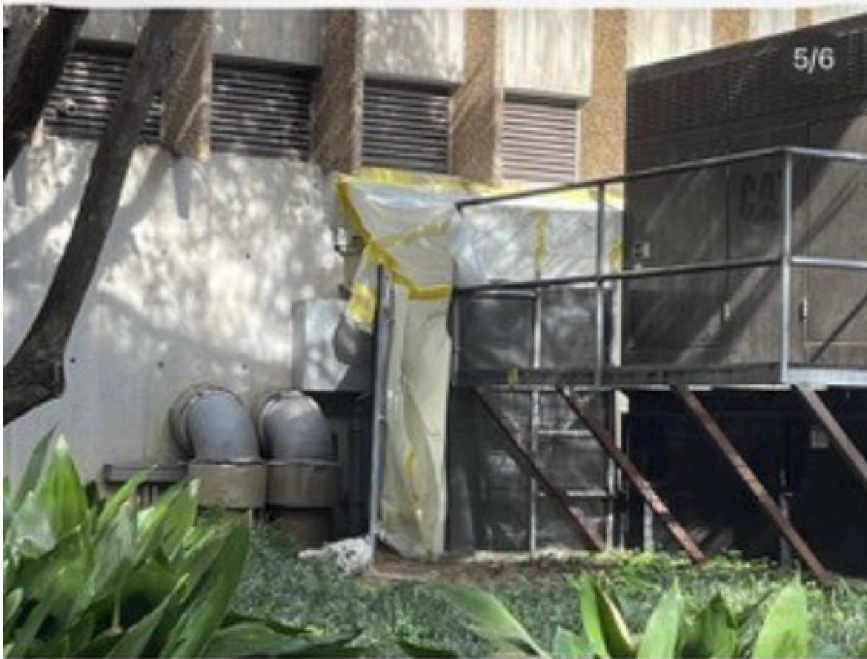




EXHIBIT C







Exhibit D

Communications Agreement

WHEREAS, Poe Hall is an educational building at North Carolina State University (“NCSU”) campus in Raleigh, North Carolina;

WHEREAS, on or about Fall 2023, NCSU claims to have identified the presence of polychlorinated biphenyls inside Poe Hall;

WHEREAS, on or about November 2023, NCSU closed Poe Hall;

WHEREAS, since the closure of Poe Hall, activities have been performed inside of Poe Hall;

WHEREAS, counsel for numerous potential plaintiffs (“Plaintiffs’ Counsel”) are investigating potential claims relating to the alleged exposure of students, faculty, and/or staff to hazardous or toxic substances within or around the premises of Poe Hall;

WHEREAS, NCSU and Plaintiffs’ Counsel recognize the mutual benefits of open communication concerning Poe Hall;

NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. Preservation of Poe Hall and Conditions

1.1. NCSU agrees not to alter, disturb, remediate, clean, demolish, repair, replace, or otherwise modify any physical condition or material aspect of Poe Hall that could affect the condition of relevant evidence.

1.2. If NCSU believes that an action must be taken for health, safety, operational, or regulatory reasons, the NCSU shall provide written notice to Plaintiffs’ Counsel (listed below) at least seventy-two hours in advance of such action.

1.3. NCSU shall not take any action described in section 1.2 until the expiration of the time period listed in 1.2 (subject to section 2.4 below) unless by written agreement by Plaintiffs’ Counsel.

1.4. Any written notice shall include: (1) a description of the intended activity; (2) the reason for the intended activity; (3) the specific areas to be affected, including a reasonable description of the floor(s) and room(s) affected; (4) any third parties involved; and (5) the date and time the activity will commence.

2. Communication Protocol

2.1. NCSU shall designate a primary contact person for all communications related to this Agreement.

2.2. Plaintiffs' Counsel shall designate a contact person for all communications related to this Agreement.

2.3. All notices required under this Agreement shall be delivered by email.

2.4. If any notice provided under this Agreement is delivered after 4pm on a Friday, Plaintiffs' Counsel shall have an additional twenty-four (24) hours to consider any proposed action.

3. No Admission

3.1. Nothing in this Agreement shall be construed as an admission of liability, or wrongdoing by NCSU or any other party. This agreement is being entered into solely to preserve the status quo and facilitate good communication between the Parties.

4. Termination

4.1. This Agreement shall remain in effect until terminated in writing by both Parties or by order of a court of competent jurisdiction.

5. Miscellaneous

5.1. This Agreement may be executed in counterparts and via electronic signature.

5.2. This Agreement shall be governed by the laws of the State of North Carolina.

5.3. Any modifications to this Agreement must be made in writing and signed by both Parties.

The undersigned have executed this Agreement by the following:

[signatures on following pages]

On Behalf of North Carolina State University:

North Carolina State University Board of Trustees Office of General Counsel

By: _____
Derick S. Close

By: _____
Kevin Howell
Chancellor

North Carolina State University Board of Trustees

By: _____
James L. Holmes, Jr.

On Behalf of Plaintiffs' Counsel:

Whitley Law Firm

The Law Offices of F. Bryan Brice Jr.

By: _____
Name: Benjamin Whitley
Title: Partner

By: _____
Name: Bryan Brice
Title:

Edwards Kirby, LLP

Lee Segui PLLC

By: _____
Name: David Kirby
Title: Partner

By: _____
Name: Patrick Wallace
Title: Partner

EXHIBIT E

TOLLING AGREEMENT

This Tolling Agreement (the “Agreement”) is made and entered into by and among the Law Offices of F. Bryan Brice, Jr.; the Whitley Law Firm, Edwards Kirby, and Lee Sequi PLLC (collectively, “Claimant Attorneys”), as agents of and attorneys in fact for the various claimants currently represented by or subsequently retained to be represented within the term of this Agreement by the Claimant Attorneys (collectively, the “Poe Hall Claimants”), on the one hand, and North Carolina State University (“The University”), on the other hand. The Claimant Attorneys, the Poe Hall Claimants they represent, and the University are collectively referred to herein as the “Parties.”

WHEREAS, the University is aware of potential claims that the Poe Hall Claimants contend they may have against the University arising out of contamination in the University’s Poe Hall building with, at least, Polychlorinated Biphenyls (“PCBs”) (the “Poe Hall Contamination”);

WHEREAS, by entering this Agreement, no Party admits or concedes the validity of any claim, defense, cross-claim, or counterclaim;

WHEREAS, the University understands that while the individual potential claimants are not direct signatories to this Agreement, it nevertheless acknowledges and agrees that this Agreement is enforceable against the University as to each of the Poe Hall Claimants; and

WHEREAS, to mutually evaluate the respective rights and scope of possible claims, defenses, cross-claims or counterclaims arising out of the Poe Hall Contamination, to consider and implement options for remediation, and to consider pathways to resolution before pursuing active litigation, the Parties enter into and agree to be bound by this Agreement in accordance with the terms as set forth below:

1. Status Quo. It is the intent of the Parties to this Agreement to preserve the status quo as of **September 22, 2025** (the “Tolling Date”), as to all potential claims arising from the Poe Hall Contamination. To preserve the status quo, the Parties hereby agree that all statutes of limitation and other time-related defenses, including but not limited to laches, are tolled as of the Tolling Date for the benefit of the Poe Hall Claimants. Without limiting the manner in which the Parties intend to preserve the status quo, the Parties agree that, should any claims be filed in any court or other forum (including but not limited to the Industrial Commission) within thirty days of the effective date of termination of this Agreement, or should the Parties agree on any form of arbitration or mediation, such claims will be treated as though they were filed on the Tolling Date.

2. Application of Tolling Provisions. The parties to this Agreement intend and acknowledge that the tolling of various statutes of limitations, statutes of repose, and other time-related defenses applies, without limitation, to all statutes, regulations or other rules or laws which limit the period in which any action may be commenced, without regard to the basis for such action. The Parties further agree and acknowledge that this Agreement is not intended to waive the right of any party hereto to assert any time-related defenses to the extent that such defenses may or might have been asserted as of the Tolling Date.

3. Effect of the Agreement. Upon the execution of this Agreement, it shall be binding and enforceable between and among the Parties. It is specifically acknowledged and agreed that it is not necessary that the Parties execute the same document, but rather that this Agreement shall be effective upon the execution by the parties of either the original typed Agreement, or any copy, or telecopy. Thereafter, all copies of the Agreement shall constitute an original document.

4. Termination. This Agreement shall terminate six months after the Tolling Date. Either party may terminate this agreement after 90 days by written notice to the other Party's undersigned counsel. Any such termination shall not take effect until thirty (30) days after said written notice is effected in accordance with the below.

5. Evidence. The Parties to this Agreement acknowledge that this Agreement is made in an effort to properly analyze their respective rights and claims, if any, and to permit the Parties to discuss any possible amicable resolution of the dispute. The Parties therefore agree that this Agreement cannot be introduced into evidence in action filed in any court, or in any arbitration or mediation proceeding, except to enforce the terms of the Agreement itself.

6. Application of North Carolina Law. This Agreement, as well as the application and interpretation of it, shall be governed exclusively by the laws of the state of North Carolina. However, should the law regarding conflict of laws and choice of laws in North Carolina require the application of law of another state, the parties agree North Carolina substantive and procedural law will nonetheless apply.

7. Amendments. It is specifically agreed that all amendments to this Agreement must be in writing and either the original typed amendment or a copy must be signed by all Parties to be enforceable.

8. Notices. All notices, demands and other communications that may be or are required to be given under the Tolling Agreement shall be in writing, shall be given either by personal delivery or by certified mail, return receipt requested, and shall be deemed to have been given or made when delivered to the addressee as indicated below or as stated above.

9. Filing. This Agreement is effective without the requirement of filing with any court and shall be deemed valid and enforceable in all the jurisdictions of the United States and its Territories.

10. Entire Agreement. This Agreement contains the final, exclusive, and entire agreement among the Parties concerning the tolling of claims. No statement, promise, or inducement made by any party to this Agreement that is not expressly set forth herein shall be valid or binding, nor shall it be used in construing the terms of this agreement as set forth herein.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this ____ day of September, 2025.

By: _____

Law Offices of F. Bryan Brice, Jr.
130 S. Salisbury Street,
Raleigh, NC 27601
(919) 754-1600
bryan@attybryanbrice.com

By: _____

Whitley Law Firm
[INSERT]

By: _____

Edwards Kirby

[INSERT]

By: _____

Lee Segui PLLC

[INSERT]

Claimant Attorneys

By: _____

Name:

Title:

North Carolina State University

[Address]

[Phone]

[Email]

Counsel for the University

EXHIBIT F



EXHIBIT G

From: Ben Whitley <bhw@whitleylawfirm.com>

Sent: Monday, March 25, 2024 11:49 AM

To: anewhar@ncsu.edu <anewhar@ncsu.edu>

Cc: krprice2@ncsu.edu <krprice2@ncsu.edu>; Ryan McCollum <ram@whitleylawfirm.com>; Robert Whitley <rew@whitleylawfirm.com>

Subject: joint action against Monsanto

Ms Newhart,

We represent several folks who were diagnosed with cancer after spending time in Poe Hall. I propose a joint action against Monsanto.

These joint actions between private plaintiffs for personal injury and school systems for costs of remediation or removal have been working in Washington State and there are similar efforts underway in Vermont.

[Monsanto hit with \\$857 mln verdict over PCBs in Washington state school | Reuters](#)

We have met with the Seattle attorneys who obtained the above verdict and have a game plan for this groundbreaking litigation that we would like to share with you. My cell phone is [919-612-6206](tel:919-612-6206).

Ben Whitley

Managing Partner | **Whitley Law Firm**

1000 Social St., Suite 200
Raleigh, NC 27609

Direct: (919) 645-5200

Firm: (919) 785-5000 | **Fax:** (919) 785-3729

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*return e-mail or at [919-785-5000](tel:919-785-5000)
attachments without reading or saving in any manner.*