

Attention:

On October 19, 2020, the Court preliminarily approved updates to the Settlement. These changes may affect your rights. Please read this updated notice carefully even if you have previously read a notice regarding this Settlement.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI

Lisa Jones et al. v. Monsanto Company, et al.
No. 4:19-cv-00102-BP (W.D. Mo.)

*The United States District Court authorized this Notice.
It is not a solicitation from a lawyer. You are not being sued.*

You may be a Class Member if you purchased any of the following Roundup® products in packaging with a label that contained the statement “*targets an enzyme found in plants but not in people or pets*” or a substantially similar statement:

**Roundup® Ready-to-Use Weed & Grass Killer III;
Roundup® Ready-to-Use Weed & Grass Killer Plus;
Roundup® Weed & Grass Killer Concentrate Plus; or
Roundup® Weed & Grass Killer Super Concentrate**



**THIS NOTICE CONCERNS YOUR LEGAL RIGHTS
PLEASE READ IT CAREFULLY**

WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

The proposed class action Settlement Agreement and Release (“Settlement”) will provide the Class with **\$39,550,000 (thirty-nine million five hundred and fifty thousand dollars)** of monetary relief (the “Common Fund”) to pay all aspects of the Settlement, including Class Members’ claims, notice costs, administration costs, service awards to named plaintiffs, legal expenses, and attorneys’ fees.

Class Members will be able to make claims for refunds for the Roundup® Products listed below equivalent to approximately 10% of their weighted average retail price (after rounding) during the relevant class period (as defined below). Absent actual proof of purchase, claims are limited to 1 unit per household per year within the Class Period (with the exception of the largest Roundup® Weed & Grass Killer Super Concentrate product, for which claims are limited to 1 unit every 2 years). These limits may be exceeded by claimants who can produce actual proof of purchase. In the event that the total value of claims submitted exceeds or falls short of the amounts available in the Common Fund after deducting all other expenses, incentive awards, and attorney's fees, then the payment per unit (as set forth herein) shall be reduced or increased on a pro rata basis. In no instance shall the payment per unit exceed 50% of the weighted average retail price. If funds remain in the Common Fund after all claims and expenses have been paid, any remaining amounts will be donated to one or more Court-approved organizations ("cy pres distributions"). The specific refund amounts range from \$0.37 to \$10.63 with a maximum payment, after pro rata adjustments, of up to \$2.51 to \$53.15 and are set out in Appendix 1.

You may previously have received notice of this Settlement, but this Notice provides information on updates to the Settlement Agreement. Specifically, on October 19, 2020, the court approved updates to the Settlement Agreement that include extending the date to file your claim, submitting an exclusion request, and filing an objection. Additionally, the updated Settlement provides that, in the event that the total value of claims falls short of the amount in the Common Fund, payments will be increased from 10% of the weighted average retail price of the products claimed to an amount not to exceed 50% of the weighted average retail price of the products claimed. Maximum payouts per product unit are available in Appendix 1 of this notice. The updated Settlement also identifies the applicable statutes of limitations for Class Members who purchased the Products in any U.S. territory. If you have already filed a claim, no further action is needed in order for you to be eligible for the potential increase in payment; however, you may choose to amend your current claim submission or withdraw your exclusion request. If you have not already filed a claim, information on filing a claim is provided below.

WHY IS THERE A NOTICE?

You have the right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and how to get them.

The court in charge of this case is the United States District Court for the Western District of Missouri (the "Court"), and the case is called *Lisa Jones et al. v. Monsanto Company, et al.*, Case No. 4:19-cv-00102-BP (W.D. Mo.). The case is assigned to the Chief District Judge Beth Phillips. The individuals who sued are called the Class Representatives, and the company they sued, Monsanto Company ("Monsanto"), is called the Defendant.

If you are a Class Member, unless you exclude yourself from the Settlement, you cannot sue the Defendant, continue to sue, or be part of any other lawsuit against the Defendant about the claims released in this Settlement. It also means that all decisions by the Court will bind you. The Released Claims and Released Persons are defined in the Settlement Agreement and describe the legal claims that you give up (or "release") if you stay in the Settlement. The Released Claims

relate to the products and issues raised in the lawsuit. A description of the Released Claims is included in **Appendix 2**. The Settlement Agreement is available on the Settlement Website, www.RoundupWGKSettlement.com.

WHAT IS THE LAWSUIT ABOUT?

The lawsuit seeks to obtain compensation for alleged false advertising, breach of warranty, and unjust enrichment. Plaintiffs argue that the statement which appears on the above Roundup® Products, “targets an enzyme found in plants but not in people or pets” is false and misleading.

Monsanto denies Plaintiffs’ allegations and any wrongdoing, and the Class’s right to recover anything. Nevertheless, it has agreed to settle the lawsuit for the purpose of avoiding the time and expense of further litigation.

WHY IS THIS A CLASS ACTION?

In a class action, one or more people called “Class Representatives” or “Plaintiffs” (in this case, Lisa Jones, Horacio Torres Bonilla, and Kristoffer Yee), sue on behalf of people who have similar claims, all of whom are a class, or class members. Bringing a case, such as this one, as a class action allows the adjudication of many similar claims of consumers that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the class.

WHY IS THERE A SETTLEMENT?

Plaintiffs and Class Counsel have evaluated the information made available in the course of the lawsuit and have taken into account the risks and uncertainties of proceeding with this litigation, including the risks and uncertainties of class certification, prevailing on the merits, proving damages at trial, and prevailing on post-trial motions and appeal. Based upon their consideration of these factors, Plaintiffs and Class Counsel believe it is in the best interests of the Class to settle the lawsuit and provide an opportunity for Class Members to receive a Settlement Payment.

Monsanto denies Plaintiffs’ allegations and any wrongdoing, and the Class’s right to recover anything. Nevertheless, it has agreed to settle the lawsuit for the purpose of avoiding the time and expense of further litigation.

The terms of the proposed Settlement are set forth in the Settlement Agreement filed with the Court, which is also available online, at www.RoundupWGKSettlement.com.

THE CLASS

The Court has certified a Settlement Class defined as:

All persons in the United States, who, during the Class Period, purchased in the United States, for personal or household use and not for resale or distribution, Roundup® Products in packaging **with a label that contained the statement “targets an enzyme found in plants but not in people or pets” or a substantially similar statement**, other than those who received a full refund, as follows:

- Roundup® Ready-to-Use Weed & Grass Killer III (all sizes, applicators, and varieties)
- Roundup® Ready-to-Use Weed & Grass Killer Plus (all sizes, applicators, and varieties)
- Roundup® Weed & Grass Killer Concentrate Plus (all sizes and varieties)
- Roundup® Weed & Grass Killer Super Concentrate (all sizes and varieties)

The “Class Period” means the applicable statute of limitations for false advertising/consumer protection or breach of warranty claims (whichever is longer) in the state or territory where each Class Member made their purchases, triggered by the date the Complaint was filed in *Jones* (February 13, 2019).

The products were sold widely at Home Depot, Lowe’s, and Wal-Mart, in all 50 states and the District of Columbia, and were also available at stores including, but not limited to, Target, Ace Hardware, True Value, Orchard Supply, and Amazon.com.

A list of the applicable Class Periods for each State and Territory is located [HERE](#) and also attached to this Notice as Appendix 3. You should check it carefully to ensure your purchase was made within the applicable Class Period.

HOW DO I KNOW IF I AM A CLASS MEMBER?

You are a member of the Class if you purchased one of the products identified in the Class definition above. To be a Class Member, you must have:

- ***Purchased a Roundup® Lawn & Garden Product included in the Class definition above***
- ***During the Class Period***
 - On or after February 13 of the relevant year as determined by the statute of limitations applicable in your State or Territory, or August 13, 2018 for Puerto Rico (see Appendix 3 to this Notice)
- ***For personal or household use only (e.g., not commercial use or resale)***
- ***The packaging must have said “targets an enzyme found in plants but not in people or pets” or a substantially similar statement.***

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, you should visit the Settlement Website, www.RoundupWGKSettlement.com, or call the Claims Administrator toll-free at 1-833-909-2007.

YOUR RIGHTS TO PARTICIPATE IN, EXCLUDE YOURSELF FROM, OR OBJECT TO THE SETTLEMENT.

Summary of Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get a cash payment. Claim Forms must be submitted online or mailed to the Claims Administrator by the claim deadline.	February 16, 2021
Ask To Be Excluded (i.e., “Opt Out”)	Get out of this settlement. Get no benefits from it. Keep your rights. If you ask to be excluded (i.e., “opt out”), you will not be bound by this Settlement and will keep any right you might have to sue Monsanto separately about the same legal claims in this lawsuit. If there is a recovery from the proposed Settlement, you will not share in that recovery. For instructions on how to exclude yourself, see page six (6).	February 16, 2021
Object	Tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate. You may file a written objection and/or appear at the Final Approval Hearing to tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate. If you ask to be excluded from the Class (i.e., “opt out”), you may not file an objection. For instructions on how to object, see page seven (7).	March 8, 2021
Do Nothing	Stay in this lawsuit. Await the outcome. Give up certain rights. By doing nothing, you will get no cash payment, and if the Settlement is approved, you will be giving up any right you may have to sue Monsanto separately about the same legal claims in this lawsuit.	No Deadline

HOW DO I MAKE A CLAIM?

You must submit a Claim Form to get a monetary payment. Claim Forms are simple and easy to complete, requiring (i) contact information; (ii) proof of purchase or a declaration under penalty of perjury of the identity and quantity purchased; (iii) the retail location (including city and state) of the purchase; (iv) the approximate date of purchase; and (v) your declaration that the information provided is true and correct. In exchange for receiving a monetary payment, under the Settlement Agreement, you will give up your rights to sue Monsanto about the claims released in the Settlement Agreement.

Claim Forms must be postmarked or submitted online **no later than February 16, 2021**. Claim Forms may be filed online at the Settlement Website, www.RoundupWGKSettlement.com, or printed and mailed to Class Members upon request by calling or writing to the Claims Administrator. Printed Claims Forms should be mailed to:

Jones v. Monsanto Co.
c/o Postlethwaite & Netterville
P.O. Box 2670
Baton Rouge, LA 70821

HOW DO I AMEND A PRIOR CLAIM SUBMISSION?

You may amend a prior claim submission on the Settlement Website, www.RoundupWGKSettlement.com using your Settlement Claim ID and Claim Confirmation Number provided on the Claim Confirmation Page and in the Claim Confirmation Email received after the completion of your original claim submission. If you cannot locate your Settlement Claim ID and Claim Confirmation Number, you may contact the Settlement Administrator at Claims@RoundupWGKSettlement.com.

Claim submission amendments will supersede any previously completed claim submission and will be subjected to the same claim-review procedures as the original or any new claim submission.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not want to be bound by this Settlement, you must request to be excluded from the Class. All Class Members who purchased the Roundup® Products listed above during the Class Period who do not exclude themselves from the settlement will be bound by the orders issued by the Court regarding the settlement.

If you request to be excluded from the Class, you will retain any individual rights you have against Monsanto and will not have “released” Monsanto from any claims. However, you will **not** receive the compensation described above. You may not object to the Settlement under this option.

If you wish to be excluded from the Class (also referred to as “opting out”), you must download and print an Opt-Out Form from the Settlement Website (www.RoundupWGKSettlement.com), fill out and sign the Opt-Out Form, and mail it to the Claims Administrator, **postmarked on or before February 16, 2021**, at the following address:

Jones v. Monsanto Co. - Exclusions
c/o Postlethwaite & Netterville
P.O. Box 2670
Baton Rouge, LA 70821

Update: If you previously excluded yourself from the settlement and wish to withdraw your exclusion request, you must provide notice, in writing, to the Claims Administrator by **February 16, 2021**. Your request must include (1) your name; (2) your home address; (3) telephone number and email address; and (4) include the statement:

I verify my desire to withdraw my exclusion from the Settlement in the case of Lisa Jones et al. v. Monsanto Company, et al., Case No. 4:19-cv-00102-BP (W.D. Mo.). I further acknowledge and understand that by withdrawing my exclusion, I will lose any right I might have to sue Monsanto separately about the same legal claims in this lawsuit.

You must sign and date your request, and mail it to the Claims Administrator, **postmarked on or before February 16, 2021**, at the following address:

Jones v. Monsanto Co. - Exclusions

c/o Postlethwaite & Netterville
P.O. Box 2670
Baton Rouge, LA 70821

Once you have withdrawn your exclusion request, you may file a claim by visiting www.RoundupWGKSettlement.com.

IF I OPT OUT, CAN I STILL GET A SETTLEMENT PAYMENT?

No. You will not get any money from the Settlement if you opt out and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. If you opt out from the Settlement, do not submit a Claim Form asking for benefits.

HOW DO I TELL THE COURT IF I DON'T LIKE THE SETTLEMENT?

If you want to express an objection to part or all of the Settlement, you may appear at the Final Approval Hearing and/or object to the proposed Settlement. If the Settlement is approved, you will still receive the Settlement compensation and be bound by the Settlement if you file a valid and timely claim form.

If you wish to object, you must electronically file via the Court's Electronic Case Filing (ECF) system, or deliver to the Clerk of the Court by mail, express mail, or personal delivery, and serve on Class Counsel and counsel for Monsanto at the addresses set forth below, a written objection. The objection must contain (a) a caption or title clearly identifying the Action, and that the document is an objection, (b) information sufficient to identify and contact the objecting Class Member or his or her attorney, and (c) a clear and concise statement of the Class Member's objection, as well as any facts and law supporting the objection. Objections must be filed **no later than March 8, 2021**.

If you wish to appear at the Final Approval Hearing, you should file with the Court and serve on Class Counsel and counsel for Monsanto, at the addresses below, a notice of intention to appear, either in person or through an attorney **no later than March 8, 2021**.

<u>Class Counsel</u>	<u>Counsel for Monsanto</u>
<p>Kim Richman Richman Law Group 8 W. 126th Street New York, NY 10027 Telephone: (718) 705-4579 Facsimile: (212) 687-8292 krichman@richmanlawgroup.com</p> <p>Michael L. Baum Baum, Hedlund, Aristei & Goldman, P.C. 10940 Wilshire Blvd., 17th Floor Los Angeles, CA 90024 Telephone: (310) 207-3233 mbaum@baumhedlundlaw.com</p>	<p>John J. Rosenthal Winston & Strawn, LLP 1700 K Street, N.W. Washington, D.C. 20006 Telephone: (202) 282-5785 jrosenthal@winston.com</p> <p>Jeff Wilkerson Winston & Strawn, LLP 300 S. Tryon St., 16th Floor Charlotte, NC 28202 Telephone: (704) 350-7714 jwilkerson@winston.com</p>

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND OPTING OUT?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement by opting out. Excluding yourself from the Settlement by opting out is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

DO I HAVE A LAWYER IN THE CASE?

The Court has appointed, as Class Counsel in this case, Kim E. Richman of Richman Law Group and Michael L. Baum of Baum, Hedlund, Aristei & Goldman, and any attorneys at those firms assisting in the representation of the Class in this Action.

The Court has determined that Class Counsel are qualified to represent you and all other Class Members. You will not be charged for these lawyers. The lawyers handling the case are experienced in handling similar cases. Nevertheless, you have the right to consult or retain an attorney of your choice at your own expense to advise you regarding the Settlement and your rights in connection with the Settlement and Final Approval Hearing described below.

HOW WILL THE LAWYERS GET PAID?

Class Counsel intend to apply for fees of up to one-fourth of the Common Fund, and Plaintiffs and Class Counsel intend to apply for incentive awards of up to \$2,500 for Plaintiffs Lisa Jones, Horacio Torres Bonilla, and Kristoffer Yee (the “named plaintiffs”). If awarded, these payments will be subtracted from the Common Fund.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court has scheduled a Final Approval Hearing (also referred to as a “Fairness Hearing”) to determine whether the Court should approve the Settlement as fair, reasonable, and adequate to the Class, and whether Judgment should be entered in accordance with the Settlement Agreement. The Court will also consider at the Final Approval Hearing the request of Class Counsel for an award of attorneys’ fees and reimbursement of expenses, as well as the request of the named plaintiffs for incentive awards for services rendered on behalf of the Class.

The Final Approval Hearing will occur on **March 11, 2021 at 10:00 a.m. in Courtroom 7A of the Charles Evans Whittaker U.S. Courthouse, 400 E. 9th Street, Kansas City, Missouri 64106.**

Your attendance at the Final Approval Hearing is not required. However, you may be heard orally at the hearing in opposition to the proposed Settlement if you wish.

You may also enter an appearance through an attorney retained at your own expense. If you do not enter an appearance through an attorney, and do not object, Class Counsel will represent you at the hearing.

The Court may delay the date of the Final Approval Hearing without further notice to the members of the Settlement Class, in which case the new date of the Final Approval Hearing will be posted on the Settlement Website, www.RoundupWGKSettlement.com.

WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will get no money from the Settlement. Unless you exclude yourself, if the Settlement is approved, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Monsanto about the claims in this case.

HOW CAN I GET MORE INFORMATION?

This Notice’s description of the case and Settlement is general. For more details of the matters involved in this lawsuit and the Settlement, you may review the Settlement Agreement and related pleadings as set forth below.

If you want more detailed information about the lawsuit and proposed Settlement, including reviewing the Settlement documents and related pleadings, you may visit the Settlement Website at www.RoundupWGKSettlement.com. If you have additional questions, you can visit the Settlement Website or contact the Claims Administrator:

By Mail: Jones v. Monsanto Co., c/o Postlethwaite & Netterville, P.O. Box 2670, Baton Rouge, LA 70821

By Email: claims@RoundupWGKSettlement.com

By Phone (Toll Free): 1-833-909-2007

Updates will be posted at the Settlement Website as information about the Settlement process becomes available.

You may also contact Class Counsel with any questions at (718) 705-4579.

If you wish to review the Court's docket in this case, you may do so at www.pacer.gov, the Court's public access website.

DO NOT TELEPHONE OR ADDRESS ANY QUESTIONS ABOUT THE CASE OR SETTLEMENT TO THE CLERK OF THE COURT OR TO THE JUDGE. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS. THE COURT EXPRESSES NO VIEW AS TO THE MERITS OF ANY CLAIMS OR DEFENSES ASSERTED BY ANY PARTY TO THE ACTION.

For more information, visit www.RoundupWGKSettlement.com or call 1-833-909-2007

Appendix 1

Roundup® Product	Payment Per Unit	Potential Maximum Payment Per Unit After Pro Rata Adjustment
24 oz. Roundup® Ready-to-Use Weed and Grass Killer	\$0.50	\$2.51
30 oz. Roundup® Ready-to-Use Weed and Grass Killer	\$0.37	\$1.87
0.5 gal. Roundup® Ready-to-Use Weed and Grass Killer	\$0.53	\$2.65
1 gal. Roundup® Ready-to-Use Weed and Grass Killer (all non-refill varieties)	\$1.02	\$5.09
1 gal. Roundup® Ready-to-Use Weed and Grass Killer Refill	\$0.58	\$2.89
1.1 gal. Roundup® Ready-to-Use Weed and Grass Killer	\$1.60	\$7.98
1.25 gal. Roundup® Ready-to-Use Weed and Grass Killer Refill	\$1.22	\$6.08
1.33 gal. Roundup® Ready-to-Use Weed and Grass Killer	\$1.88	\$9.39

16 oz. Roundup® Weed and Grass Killer Concentrate Plus	\$1.32	\$6.62
32 oz. Roundup® Weed and Grass Killer Concentrate Plus	\$1.95	\$9.77
35.2 oz. Roundup® Weed and Grass Killer Concentrate Plus	\$2.05	\$10.27
36.8 oz. Roundup® Weed and Grass Killer Concentrate Plus	\$1.84	\$9.19
40 oz. Roundup® Weed and Grass Killer Concentrate Plus	\$1.88	\$9.42
64 oz. Roundup® Weed and Grass Killer Concentrate Plus	\$3.85	\$19.26
80 oz. Roundup® Weed and Grass Killer Concentrate Plus	\$4.63	\$23.17
3-pack 6 oz. Roundup® Weed and Grass Killer Concentrate Plus	\$1.95	\$9.76

32 oz. Roundup Weed and Grass Killer Super Concentrate	\$2.24	\$11.22
35.2 oz. Roundup® Weed and Grass Killer Super Concentrate	\$4.30	\$21.52
0.42 gal. Roundup® Weed and Grass Killer Super Concentrate	\$4.67	\$23.37
0.5 gal. Roundup® Weed and Grass Killer Super Concentrate	\$7.42	\$37.08
1 gal. Roundup® Weed and Grass Killer Super Concentrate	\$10.63	\$53.15
Combination Pack – 1 gal. Roundup® Ready-to-Use Weed and Grass Killer with 22 oz. Roundup® Weed & Grass Killer Sure Shot Foam Spray	\$1.04	\$5.18
Combination Pack – 1.33 gal. Roundup® Ready-to-Use Weed and Grass Killer Plus with Pump 'N Go Sprayer and two 6.5 oz. Roundup® Weed and Grass Killer Super Concentrate	\$3.95	\$19.77
Combination Pack – 1.33 gal. Roundup® Ready-to-Use Weed and Grass Killer and two 7 oz. Roundup® Weed and Grass Killer Concentrate Plus	\$3.68	\$18.42

Appendix 2

RELEASE OF CLAIMS

If the Court approves the Settlement and you have not excluded yourself as described above, you will be bound by the Settlement and will be forever barred from suing Monsanto or other entities (as detailed in the Settlement) for the claims released in the Settlement. This applies whether you currently know about the existence of such claims or not.

Here, the claims you will give up are:

Upon the Effective Date, each of the Class Members will be deemed to have, and by operation of the Judgment will have, fully, finally, and forever released, relinquished, and discharged the Released Persons from any and all individual, class, representative, group or collective claims, demands, rights, suits, liabilities, damages, losses, injunctive and/or declaratory relief, and causes of action of every nature and description whatsoever (with the exception of personal injury claims), including costs, expenses, penalties, and attorneys' fees, whether known or unknown, matured or unmatured, asserted or unasserted, latent or patent, at law or in equity, existing under federal or state law, regardless of legal theory or relief claimed, that any Class Member has or may in the future have against the Released Persons arising out of or related in any way to:

- Labeling, sales, marketing, advertising, or any other communications, regardless of medium, of or regarding glyphosate or any of the Products using the statement “targets an enzyme found in plants but not in people or pets”;
- Labeling, sales, marketing, or advertising, or any other communications, regardless of medium, of or regarding glyphosate or any of the Products using any variations of the statement at issue in the Action, including but not limited to:
 - “. . . stopping the function of an essential enzyme found in plants”
 - “. . . stopping the function of an essential enzyme found in plants, but not in humans or animals”
 - “. . . stopping the production of an essential enzyme found in plants (but not in humans or animals)”
 - “. . . stopping the function of a substance found in plants (but not humans or animals)”
- Any allegedly false or misleading statement or omission in or on the Labeling of glyphosate or any of the Products regarding the alleged impact of the Products or glyphosate on bacteria, or other microorganisms in or around humans and/or animals;

which have been, or which could in the past or future have been, asserted in the Action, and in connection with the conduct of the Action, that have been brought, could in the past or future have been brought, or are currently pending in any forum in the United States. This release does not release any alleged personal injury claims. To be clear, to the extent that any action or proceeding includes both claims for personal injury and claims that would otherwise fall within the scope of

this release, the personal injury claims will not be deemed released, but the other claims will be released. Similarly, to the extent that any Class member asserts a cause of action or other claim that would otherwise fall within the scope of this release but asserts the right to recover both damages caused by personal injury and some other type of damages (for example, but not limited to, economic or statutory damages), that cause of action or claim will survive this release only to the extent of damages caused by personal injury.

“Released Persons” mean, respectively, Monsanto; Scotts; any distributors and/or retailers of the Products; any persons that are currently, or have in the past been, marketing, advertising, distributing, selling, or reselling the Products and any current or future parent companies (including intermediate parents and ultimate parents) and subsidiaries, affiliates, predecessors, successors, and assigns, and each of their respective officers, directors, employees, agents, attorneys, insurers, stockholders, representatives, heirs, administrators, executors, successors and assigns; and any other person or entity acting on behalf of Monsanto, Scotts, or any other Released Person.

In addition, Each Settlement Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). **Section 1542 provides:**

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.”

Notwithstanding Cal. Civ. Code § 1542 or any other federal or state statute or rule of law of similar effect, this Agreement shall be given full force and effect according to each and all of its expressed terms and provisions, including those related to any unknown or unsuspected claims, liabilities, demands, or causes of action which are based on, arise from, or are in any way connected with the Action.

Appendix 3

List of Applicable Class Periods for Each State or Territory

State or Territory	Time Period
Puerto Rico	August 13, 2018 to present
American Samoa	February 13, 2016 to present
Colorado	February 13, 2016 to present
Alabama	February 13, 2015 to present
Alaska	February 13, 2015 to present
Arizona	February 13, 2015 to present
California	February 13, 2015 to present
Connecticut	February 13, 2015 to present
Delaware	February 13, 2015 to present
District of Columbia	February 13, 2015 to present
Florida	February 13, 2015 to present
Georgia	February 13, 2015 to present
Guam	February 13, 2015 to present
Hawaii	February 13, 2015 to present
Idaho	February 13, 2015 to present
Illinois	February 13, 2015 to present
Indiana	February 13, 2015 to present
Kansas	February 13, 2015 to present
Kentucky	February 13, 2015 to present
Louisiana	February 13, 2015 to present
Maryland	February 13, 2015 to present
Massachusetts	February 13, 2015 to present
Montana	February 13, 2015 to present
Nebraska	February 13, 2015 to present
Nevada	February 13, 2015 to present
New Hampshire	February 13, 2015 to present
New Mexico	February 13, 2015 to present
New York	February 13, 2015 to present
North Carolina	February 13, 2015 to present
Ohio	February 13, 2015 to present
Oregon	February 13, 2015 to present
Rhode Island	February 13, 2015 to present
South Dakota	February 13, 2015 to present
Tennessee	February 13, 2015 to present
Texas	February 13, 2015 to present
Virginia	February 13, 2015 to present
Washington	February 13, 2015 to present
West Virginia	February 13, 2015 to present
Wyoming	February 13, 2015 to present
Arkansas	February 13, 2014 to present

Missouri	February 13, 2014 to present
Oklahoma	February 13, 2014 to present
Utah	February 13, 2014 to present
Maine	February 13, 2013 to present
Michigan	February 13, 2013 to present
Minnesota	February 13, 2013 to present
Mississippi	February 13, 2013 to present
New Jersey	February 13, 2013 to present
North Dakota	February 13, 2013 to present
Northern Mariana Islands	February 13, 2013 to present
Pennsylvania	February 13, 2013 to present
South Carolina	February 13, 2013 to present
Vermont	February 13, 2013 to present
Virgin Islands	February 13, 2013 to present
Wisconsin	February 13, 2013 to present
Iowa	February 13, 2009 to present