

## 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 members 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.