

**CORN SEED SETTLEMENT PROGRAM
CLAIMS PROCESSING PROCEDURE**

Number	CPP-7	Effective Date	5/15/2020
Subject	Lien Processing		

1. Defined Terms. All capitalized terms used and not expressly defined in this Claims Processing Procedure (“CPP”) shall have the meanings attributed to them in the Agrisure Viptera/Duracade Class Settlement Agreement, executed on February 26, 2018 (“Settlement Agreement”).

2. Purpose of this CPP. Section 9.21.1 of the Settlement Agreement authorizes the Claims Administrator to withhold from a Class Member’s payment an amount sufficient to satisfy any liens for which it has received notice until such liens are finally and completely satisfied. The Settlement Agreement does not specify how the Claims Administrator will process liens asserted against Class Members’ payments. This CPP establishes the process by which the Claims Administrator will receive, process, and pay liens asserted against payments to be made by the Claims Administrator to eligible Class Members under the Settlement Agreement.

3. Notification Requirements. Purported lienholders shall notify the Claims Administrator of a lien by one of the following methods:

- (a) Email to Questions@CornSeedSettlement.com that includes “ATTN: Corn Seed Liens” in the subject line;
- (b) Mail to Corn Seed Settlement Program, Claims Administrator, P.O. Box 26226, Richmond, VA 23260; ATTN: Corn Seed Liens;
- (c) Delivery by overnight carrier to Corn Seed Settlement Program, c/o BrownGreer PLC, 250 Rocketts Way, Richmond, VA 23231, ATTN: Corn Seed Liens; or
- (d) Any other legal form of service under applicable law.

Syngenta, Settlement Class Counsel, Subclass Counsel, Plaintiffs’ Negotiating Committee members, and the Special Master shall notify the Claims Administrator promptly if they receive notice of a potential lien and provide all related information and documents to the Claims Administrator. After receiving notice of such lien assertions, the Claims Administrator shall provide a copy of this CPP to the potential lienholder. Informal notice of any lien through Syngenta, Settlement Class Counsel, Subclass Counsel, Plaintiffs’ Negotiating Committee members, or the Special Master shall NOT be deemed as being in compliance with this CPP.

4. Lien Assertion Requirements. The purported lienholder shall be responsible for serving the Claims Administrator with information sufficient to identify the Class Member, the amount of the debt, and documents establishing that the Claims Administrator has a legal obligation to withhold all or part of a Class Member’s payment.

5. ***Deadline for Lien Assertions.*** The purported lienholder is responsible for providing the Claims Administrator with the required information and documents before the Claims Administrator issues a payment. The Claims Administrator will process asserted liens against interim payments, final payments, or both depending on when the purported lienholder complies with the requirements of this CPP. The Claims Administrator will apply the lien against any future payments.

6. ***Notices to Affected Class Members and Purported Lienholders.*** The Claims Administrator will issue a Notice of Asserted Lien to the affected Class Member and the purported lienholder after the Claims Administrator (1) receives the required documents from the purported lienholder and (2) issues a Notice of Determination to the Class Member. The Class Member's notice will include copies of the submitted documents, specify the current asserted lien amount, and provide the Class Member with 30 days to consent or object to the asserted lien.

If the Class Member does not respond in writing to the Notice of Asserted Lien within 30 days from the date of the Notice of Asserted Lien, the Class Member will be deemed to have consented to the lien. If the Class Member objects to the asserted lien within 30 days from the date of the Notice of Asserted Lien, the Claims Administrator will withhold from the Class Member's settlement payment an amount sufficient to satisfy the asserted lien amount in dispute, to the extent payment funds are available, and will issue a notice to the Class Member and the purported lienholder explaining the available methods to resolve the dispute, which are set forth in Paragraph 8 below.

7. ***Payment of Liens.*** If the Class Member consents or does not object to an asserted lien, the Claims Administrator will deduct the asserted lien amount from the Class Member's settlement payment up to the full amount of the settlement payment. The Claims Administrator will pay the deducted funds to the purported lienholder and the remaining funds, if any, to the Class Member. If the Class Member objects to all or part of an asserted lien, the Claims Administrator will withhold the disputed portion of the asserted lien from the Class Member's payment, to the extent payment funds are available, and issue payment of any remaining funds to the Class Member. The Claims Administrator will continue to withhold the disputed funds until the dispute is resolved and pay the Class Member and the purported lienholder in accordance with the documentation of the resolution of the lien, as set forth in Paragraph 8 below. Syngenta shall not, under any circumstances, be responsible for, or liable for, payment of any liens.

8. ***Resolution of Lien Disputes.*** Pursuant to the Court's Order Appointing Special Master to Resolve Lien Disputes (ECF No. 4394), if the Class Member timely objects to an asserted lien in accordance with this CPP and the Class Member and the purported lienholder(s) are unable to reach an agreement:

a. Special Master Reisman shall review the lien assertion(s) and objection information provided to her by the Claims Administrator. She shall have discretion and authority to request additional information regarding the disputed lien(s), require the submission of written briefs, and/or hold telephonic conferences. Special Master Reisman shall prepare and file with the Court a Report and Recommendation regarding whether the disputed lien(s) shall be honored and the amount, if any, to be paid to the purported lienholder(s).

b. The Class Member and purported lienholder(s) shall have 14 days from the date of entry of the Special Master's Report and Recommendation to file with the Court written objections to the Report and Recommendation.

c. If no objections are filed with the Court within 14 days from the date of entry of the Special Master's Report and Recommendation, the Court will, without further briefing unless specifically requested, enter an order determining whether the disputed lien(s) shall be honored and the amount, if any, to be paid to the purported lienholder(s).

d. If objections to the Special Master's Report and Recommendation are filed within 14 days from its entry, the opposing party(ies) may file a response to those objections within 14 days from the date the objections were filed, after which the Court will enter an order determining whether the disputed lien(s) shall be honored and the amount, if any, to be paid to the purported lienholder(s).

9. Payment of Lien Proceeds After Resolution of Lien Disputes. The Claims Administrator will withhold the disputed lien amount until it receives: (1) written notification from the purported lienholder that the lien has been fully released or satisfied; (2) a written agreement signed by the Class Member and the purported lienholder specifying the distribution of the withheld funds; or (3) a decision from the Court determining distribution of the disputed funds.

10. Implementation of this CPP. The Claims Administrator is authorized to develop internal policies and procedures it deems necessary to implement this CPP with the approval of the Parties.

11. Duration of this CPP. This CPP shall apply to all Class Members and may be modified, overruled, replaced, or terminated by Order of the United States District Court for the District of Kansas.