IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

IN RE SYNGENTA AG MIR162 CORN LITIGATION **THIS DOCUMENT RELATES TO ALL CASES <u>EXCEPT</u>:** ***Louis Dreyfus Company Grains Merchandising LLC v. Syngenta AG, et al., No. 16-2788-JWL-JPO*** ***Trans Coastal Supply Company, Inc. v. Syngenta AG, et al., No. 2:14-cv-02637-JWL-JPO*** ***The Delong Co., Inc. v. Syngenta AG et al., No. 2:17-cv-02614-JWL-JPO*** ***Agribase International Inc. v. Syngenta AG, et al., No. 2:15-cv-02279***	**Master File No. 2:14-MD-02591-JWL-JPO** **MDL No. 2591**

PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF THEIR MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT, PROVISIONAL CERTIFICATION OF SETTLEMENT CLASS AND SUBCLASSES, APPOINTMENT OF SETTLEMENT CLASS COUNSEL, SUBCLASS COUNSEL, AND CLASS REPRESENTATIVES, APPROVAL TO DISSEMINATE THE CLASS NOTICE, APPOINTMENT OF THE NOTICE ADMINISTRATOR AND CLAIMS ADMINISTRATOR AND SPECIAL MASTERS, AND ADOPTION OF A SCHEDULE FOR <u>THE FINAL APPROVAL PROCESS</u>

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INTRODUCTION

Plaintiffs[1] seek an order granting provisional class certification of a Settlement Class, preliminarily approving the terms of the $1.51 billion settlement ("Settlement" or "Agreement") with the Syngenta Defendants ("Syngenta"),[2] appointing Christopher A. Seeger, Daniel E. Gustafson, and Patrick J. Stueve as counsel for the Settlement Class ("Settlement Class Counsel"), Lynn R. Johnson, Kenneth A. Wexler, and James E. Cecchi as Subclass Counsel, and Plaintiffs as class and subclass representatives, approving the form and manner of sending notice to the Class Members and of the process and form of making claims, appointing BrownGreer PLC as the Notice and Claims Administrator ("Administrator"), appointing the Special Masters needed to administrate the claims process, and adopting a schedule to determine whether to grant final approval under Rule 23(e) of the Federal Rules of Civil Procedure. Consistent with Local Rule 5.4.4(e), a proposed order will be emailed to the Court.

On February 26, 2018, Settlement Class and Subclass Counsel, MDL Co-Lead and Litigation Class Counsel, and the Court-appointed Plaintiffs' Settlement Negotiation Committee, on behalf of the Plaintiffs, executed a $1.51 billion proposed class-wide settlement with Syngenta. *See* Settlement Agreement, Exhibit A ("SA").[3] This Settlement builds on top of the

[1] The proposed representatives for the Settlement Class are: Mike DaVault, Bradley DaVault, and David DaVault d/b/a DaVault ArkMo Farms, Steven A. Wentworth, Charles B. Lex, Five Star Farms, Grafel entities (Beaver Creek Farms, Inc., Demmer Farms, Inc., Grafel Farms, LLC, and D. and S. Grain & Cattle Co.), David Polifka, David Polifka Revocable Living Trust, Bottoms Farms Partnership, JPPL, Inc., NEBCO, Inc., TRIPLE BG Partnership, David Schwaninger, Kaffenbarger Farms, Inc., Bieber Farm, Rolling Ridge Ranch, LLC, Grant Annexstad, Roger Ward, Leroy Edlund, Charles Cobb (CE Cobb Farms), Robert & Todd Niemeyer (Custom Farm Services LLC), Marvin Miller, Kruseman Fertilizer Company, and Al-Corn Clean Fuel, LLC (collectively, "Plaintiffs" or "Representative Plaintiffs").

[2] "Syngenta" refers collectively to the various Syngenta affiliates that were named as defendants in this litigation (Syngenta AG, Syngenta Corporation, Syngenta Crop Protection AG, Syngenta Crop Protection LLC, Syngenta Biotechnology, Inc., and Syngenta Seeds, LLC (f/k/a Syngenta Seeds, Inc.), collectively with all of their affiliates and predecessor and successor entities, which are parties to the Settlement.

[3] They also memorialized in a side letter the thresholds by which Syngenta can exercise its absolute right to terminate the Agreement, known as its "Walk Away Right." SA, Ex. A at § 8.31. By separate motion, the Parties

extraordinary success achieved here, in the coordinated Minnesota-state court centralized litigation ("Minnesota state court"), and in the Illinois litigation on behalf of corn producers and non-producers – realized through the hard work and the persistence of Plaintiffs and their counsel. This $1.51 billion settlement – none of which will revert to Syngenta and all of which will be distributed – is a record-breaking achievement in agricultural litigation, the largest-ever GMO settlement in the United States. And the simple claims process and extensive notice campaign will ensure that a significant monetary recovery is made available and distributed to Class Members.

The Settlement easily satisfies the standards for preliminary approval under Rule 23 of the Federal Rules of Civil Procedure. As the Court knows from its first-hand involvement and reports from the Court-appointed Special Master, this Settlement is the product of serious, informed, non-collusive negotiations achieved through the Court-ordered negotiation process only after a jury verdict in favor of the Plaintiffs. It was secured through negotiations by Court-appointed leadership counsel, counsel representing over 50,000 individual producers and non-producers and the Plaintiffs' Settlement Negotiation Committee (hereinafter "PNC"). These negotiations were assisted by the Court-appointed mediator, a Court-appointed special master from the coordinated litigation in Illinois, and through the oversight and involvement of the Honorable John W. Lungstrum, United States District Judge for the District of Kansas, the Honorable David Herndon, United States District Judge for the Southern District of Illinois, and the Honorable Laurie J. Miller, District Judge for the for the Fourth Judicial District of Hennepin County, Minnesota, who was designated by this and the coordinating courts to oversee settlement negotiations. Ultimately, the Settlement was achieved only after months of in-person

ask that this letter be filed under seal with access limited to Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Committee, and Syngenta. *Id.* As set forth in the separate motion, the purpose of sealing the walkaway thresholds under seal is to discourage gamesmanship in the exclusion process.

and telephonic meetings between the negotiating parties and each of the constituent judges. Every material aspect of the Settlement was the product of hard-bargaining and difficult compromise. The $1.51 billion non-reversionary Settlement has no deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and easily falls within the range of possible approval. It contains none of the "red flags" sometimes associated with collusive settlements: there is no reversion of unclaimed funds, the 150-day proposed claims program where class members can submit claims online or by mail is robust and lengthy, discrete subclasses are represented by separate counsel, and the process for submitting claims is simple and non-burdensome (nearly all of the over 600,000 Class Members will be able to submit claims that will be automatically verified by government records and thus will not have to personally produce a single record).

Moreover, the Settlement has the full support of the PNC (who represented both class and individuals plaintiffs), the MDL Co-Lead and Litigation Counsel, who prosecuted the litigation through discovery and tried the Kansas class action to a favorable jury verdict, the Minnesota Co-Lead Counsel who prosecuted the Minnesota cases through discovery and were three weeks into the Minnesota class trial when a settlement term sheet was executed, and Subclass Counsel. This diverse group of Plaintiffs' lawyers "appropriately balances the goals of representing the interests of different groups of producer plaintiffs," including those who had pursued class action claims and those who had pursued individual actions. Order Appointing Plaintiffs' Settlement Negotiation Committee in the Syngenta Litig., ECF No. 3366. Finally, this $1.51 billion settlement was achieved despite the vigorous defenses advanced by Syngenta through top-caliber defense counsel, including the uncertainty of future jury verdicts and legal issues that had not yet been settled by any appellate court in these matters. For these reasons, the Agreement warrants

preliminary approval and dissemination of Notice to the over 600,000 members of the Settlement Class so that they may decide for themselves whether to accept this Settlement.

Additionally, the Settlement Class satisfies the standard for certification under Rule 23(a) and (b)(3) for reasons that this Court has largely already explained when it previously certified a nationwide litigation class in an order that the Tenth Circuit described as "well-researched and reasoned." Dec. 7, 2016 Order, No. 16-607 (10th Cir. Dec. 7, 2016) (ECF No. 2741 at 3). Further, the proposed Notice Plan – which will include twice-sent direct-mail notice to nearly all Class Members along with radio, Internet, targeted social media, and print advertising – far exceeds any procedural and constitutional requirements and is designed to reach each and every Class Member. In short, this historic settlement warrants provisional certification and preliminary approval so that Class Members may submit their claims for a share of the $1.51 billion in pure-cash relief achieved after nearly four years of hard-fought litigation.

For these reasons and those explained below, Plaintiffs respectfully request that the Court grant all relief requested and enter an order consistent with the proposed order submitted herewith.

FACTUAL BACKGROUND

This Settlement is the result of almost four years of jurisdiction-spanning litigation, numerous legal rulings, hundreds of depositions taken across the world, two trials, and one jury verdict. Its history is recounted in summary form here.

A. Jurisdiction-Spanning Proceedings on Behalf of Producers and Non-Producers.

Beginning in the fall of 2014, numerous lawsuits were filed in multiple federal and state courts arising from Syngenta's decision to commercialize two genetically modified ("GMO") corn seeds containing the traits known as MIR162 and Event 5307 under the brand names

Agrisure Viptera (MIR162) ("Viptera") and Agrisure Duracade ("Duracade") prior to obtaining China's approval to import corn grown with those traits. *See* Pls.' Fourth Am. Consolidated Master Class Action Compl. ("4th Am. Compl."), ECF No. 3505 at pp. 2-6. As alleged by Plaintiffs, as a result of that decision, China – the world's largest market for feed grains and a growing and important importer of United States corn and the corn by-product DDGs – ceased imports from the United States. *Id.* at ¶¶ 343-403. This harmed corn producers because lower demand meant lower prices. *Id.* at ¶¶ 387-88. Moreover, that harm allegedly extended to the grain elevators who serviced that demand, *id.* at ¶¶ 390-93; and, to the ethanol-production facilities who produced DDGs from corn whose harm arose when China – the largest buyer of U.S. DDGs – stopped buying U.S. corn, *id.* at ¶¶ 394-403.

In December 2014, the Judicial Panel on Multidistrict Litigation ("JPML") consolidated the then-filed class and individual federal actions and transferred them to this District. Transfer Order, ECF No. 1. After entertaining applications for leadership, on January 22, 2015, the Court appointed Don M. Downing, William B. Chaney, Scott A. Powell, and Patrick J. Stueve as MDL Co-Lead Counsel. Order Concerning Appointment of Counsel, ECF No. 67 at 6. The Court further appointed an Executive Committee, consisting of Jayne Conroy, Christopher Ellis, David Graham, Richard Paul, Robert Shelquist, John Ursu, Stephen Weiss, Scott Poynter and Tom Bender.[4] In selecting this leadership, the Court noted that this team "included representatives" of multiple interests, including "plaintiffs in this case [who] desire to proceed by individual actions," "[o]thers [who] prefer the certification of one or more classes," those "who seek or will seek remand to state court," "large entities, [and] others [who] operate small farms." *Id.* at 67.

On March 13, 2015, the federal MDL Plaintiffs filed two consolidated master complaints

[4] Tom Cartmell was also appointed but subsequently withdrew from leadership on June 29, 2015. ECF No. 891. Mr. Graham also withdrew, but only recently, following his client's settlement with Syngenta. ECF No. 3498.

in the MDL – one on behalf of corn producers and one on behalf of non-producers, including grain elevators. ECF Nos. 296-97. Plaintiffs with individual cases could join in those complaints by filing a simple Notice to Conform. ECF No. 287. Many did. *See generally* ECF Nos. 386, 461.

Meanwhile, numerous individual producer and non-producer cases, along with a class action covering Minnesota producers, were filed and consolidated in Hennepin County, Minnesota state court. *See In re Syngenta Class Action Litigation*, Court File No. 27-CV-15-12625 and 27-cv-15-3785 (4th Jud. Dist. Ct. Minn.) ("MN MDL"). Those cases were consolidated before a single judge. On August 5, 2015, the Minnesota state court appointed Lewis A. Remele, Jr. and Francisco Guerra, IV as Co-Lead Counsel; William R. Siebel and Daniel E. Gustafson as Co-Lead Interim Class Counsel; and Robert K. Shelquist, Richard M. Paul III, Will Kemp, Tyler Hudson and Paul Byrd as members of the Plaintiffs' Executive Committee.[5] Order, MN MDL (Aug. 5, 2014) at 2-3. Minnesota Plaintiffs also filed a consolidated master complaint to which individual plaintiffs could conform their cases by filing a simple notice to conform. *See* Order Approving Notices to Conform, MN MDL (Oct. 30, 2015). Ultimately, more than 3,000 cases representing over 50,000 individual plaintiffs, were filed and consolidated in Minnesota.

On October 21, 2015, this Court entered a Coordination Order in which it encouraged and required the parties and the Courts in related actions, including the federal MDL and the Minnesota litigation, to coordinate the conduct of discovery against Syngenta. Coordination Order, ECF No. 1099. On November 4, 2015, the Minnesota state court adopted the MDL Coordination Order. Coordination Order, MN MDL (Nov. 4, 2015).

[5] That court also appointed Clayton A. Clark but he withdrew from leadership shortly after the order was entered.

On November 3, 2015, more than one-hundred producer plaintiffs filed suit against Syngenta in Madison County, Illinois state court. Syngenta removed their cases to the United States District Court for the Southern District of Illinois ("Illinois federal court"), pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d)(2)(A) & 1453(b). *See Poletti v. Syngenta AG*, No. 3:15-cv-01221-DRH, ECF No. 1 (S.D. Ill. Nov. 3, 2015). On November 16, 2015, the Illinois federal court held that the matter was a "mass action" under CAFA and therefore not subject to multi-jurisdictional transfer by the JPML. *Id.*, ECF No. 14; *see* 28 U.S.C. § 1332(d)(11(C)(i). The *Poletti* action was subsequently split into two cases: *Poletti* and *Tweet v. Syngenta AG*, No. 3:16-cv-00255-DRH (S.D. Ill.). *Id.*, ECF No. 63, and consolidated as *In re Syngenta Mass Tort Actions*. On February 1, 2016, the Coordination Order was entered in *Poletti*. *Id.*, ECF No. 44.

On January 7, 2016, nearly two hundred additional cases filed in Illinois state court were consolidated by the Illinois Supreme Court before the Honorable Brad K. Bleyer. *Browning v. Syngenta Seeds, Inc. et al.*, No. 15-L-157 (Ill. Cir. Ct.). Thereafter, thousands of additional individual cases were filed in Illinois state court. Likewise, a number of class actions were filed on behalf of non-producer ethanol plants in Ohio, Michigan, Nebraska, Indiana, and Iowa state courts. *See Fostoria Ethanol, LLC v. Syngenta Seeds, Inc.* No. 15-cv-0323 (Seneca Cnty., Ohio); *Michigan Ethanol, LLC v. Syngenta Seeds, LLC, et al.*, No. 17-29831-NZ (Tuscola Cnty., Mich.); *Mid America Agri Products/Wheatland, LLC v. Syngenta Seeds, LLC, et al.* No. CI 14-32 (Perkins Cnty., Neb.); *Ultimate Ethanol, LLC v. Syngenta Seeds, Inc. et al.*, No. 48C05-1512-CT-000184 (Madison Cnty., Indiana); and *TCE, LLC v. Syngenta Seeds, Inc.*, No. EQCV 039491 (Carroll Cnty., Iowa).

B. Pre-Trial Proceedings for Class and Individual Producers and Non-Producers.

Discovery proceeded immediately upon appointment of counsel in the federal MDL. At MDL Plaintiffs' request, the Court ordered Syngenta to begin producing discrete categories of documents. *See* Scheduling Order No. 1, ECF No. 123 at 9 (Feb. 4, 2015). On May 29, 2015, MDL Plaintiffs filed amended master complaints on behalf of producers and non-producers asserting a federal Lanham Act and multiple state-law claims. ECF Nos. 450-51. On June 19, 2015, Syngenta filed a 250-page motion to dismiss the claims in both complaints, where it characterized the lawsuits as "unprecedented attempts to turn a seed manufacturer into an insurer." Syngenta's Mem. of Law in Supp. of Mot. to Dismiss Producer and Non-Producer Pls.' Am. Class Action Master Compls., ECF No. 587 at 1. Following briefing by the MDL Plaintiffs, this Court issued a 120-page memorandum and opinion granting in part and denying in part the motion to dismiss, leaving intact Plaintiffs' Lanham Act, negligence, tortious interference, and several consumer-protection claims. Mem. & Order, ECF No. 1016 (Sept. 11, 2015). The Court denied Syngenta's bid for interlocutory appeal of that ruling on October 19, 2015. ECF No. 1097 at 1.

Syngenta filed a similar motion to dismiss in the Minnesota state court. In a 55-page opinion, the Minnesota state court also issued a ruling largely denying dismissal. Order, MN MDL (Apr. 7, 2016). After lengthy briefing, motions to dismiss by Syngenta were also rebuffed in the Illinois state court litigation and the Southern District of Illinois "Mass Action" Litigation. Syngenta re-urged the arguments presented in other jurisdictions, and dismissal was granted in full by an Ohio state court judge on all claims by a putative class of ethanol production facilities in *Fostoria Ethanol.* J. Entry, *Fostoria Ethanol, LLC d/b/a Poet Biorefining-Fostoria v. Syngenta Seeds et al.*, 15-CV-032, (Ct. of Common Pleas of Seneca Cnty., Ohio July 10, 2017),

attached as Ex. B.

After the motions to dismiss were denied in this Court and in Minnesota, full fact discovery commenced for both the class and individual cases. On October 21, 2015, this Court established a simultaneous track for both class and individual cases. *See* Scheduling Order No. 2, ECF No. 1098. Cognizant of the fact that some plaintiffs were "small family farmers" and "others are sophisticated farming conglomerates" and that some "are grain elevators that deliver grain into export channels" while "others are grain elevators serving domestic locales," the Court established an initial bellwether discovery pool of 5 non-producers and 6 producers from eight of the states from which plaintiffs had filed claims. *Id.* at 6. In addition, discovery commenced for each of the putative class representatives for these eight bellwether states as well as for six non-class representatives (individual) plaintiffs selected by the parties (three by Syngenta, three by plaintiffs) for each of the eight bellwether states. *See Id.* Fact discovery was scheduled to close on May 2, 2016, and Plaintiffs' motion for class certification, and any supporting expert reports, of the eight bellwether states was due on June 15, 2016. *Id.* at 9-10.

The Minnesota state court adopted a similar approach with similar deadlines. An initial discovery pool was established consisting of all named class representatives to the Minnesota class action and 40 bellwether plaintiffs to be selected by the parties. Scheduling Order No. 2, MN MDL at 2. There, the parties also had until May 2, 2016 to complete fact discovery on these cases and until June 15, 2016 to file a motion for class certification. *Id.* at 3-4. Both courts required all plaintiffs who filed cases to complete and submit to Syngenta limited written discovery in the form of a Plaintiff Fact Sheet. *See* Scheduling Order No. 2, ECF No. 1098 at 7 ("Simply stated, plaintiffs initiated this litigation and it is only reasonable to expect them to devote the no more than one or two days of time necessary to gather the very limited and basic

information to complete their PFSs.").

As the cases proceeded, the MDL and Minnesota plaintiffs coordinated discovery against Syngenta and with respect to numerous third-party exporters and trade organizations. In total, Plaintiffs obtained 2.3 million pages of responsive documents from these parties, which were collected into a consolidated document depository made available in all coordinating cases, and subject to a thorough, multi-level document review. Declaration of Patrick J. Stueve ("Stueve Decl.") at ¶ 5. Plaintiffs deposed 31 Syngenta witnesses over the course of 57 days on 4 continents. *Id.* at ¶ 6. In total, 5,717 documents were marked as deposition exhibits. *Id.*

All of the bellwether plaintiffs and putative class representatives for the eight bellwether states in the MDL and in Minnesota responded to written discovery and were deposed. In total, seventy-seven plaintiff depositions were taken in the MDL. *Id.* at ¶ 7. MDL Co-Lead Counsel organized a deposition team to prepare and produce plaintiffs on behalf of, or in conjunction, with individual counsel. *Id.* In Minnesota, all of the plaintiff class representatives' depositions were taken as were those of numerous bellwether plaintiffs. Minnesota appointed counsel similarly organized a deposition team to prepare and produce plaintiffs. Declaration of Daniel E. Gustafson ("Gustafson Decl.") at ¶ 7.

The MDL and Minnesota Class Plaintiffs jointly retained two agricultural economists to provide opinions in support of class certification. Stueve Decl. at ¶ 8; Gustafson Decl. at ¶ 8. Both issued reports in support of class certification, laying out evidence of common injury and a class-wide damages methodology. Stueve Decl. at ¶ 8. The experts were produced for deposition on June 28-29, 2016 and July 6, 2016. *Id.*

On June 15, 2016, Plaintiffs in the MDL moved for certification of a nationwide class and the eight bellwether state-law classes. ECF No. 2156. Their supporting memoranda

contained 114 pages of argument and over 1,500 pages of evidence. ECF No. 2164. Syngenta filed a 127-page opposition brief with over 800 pages of evidence, including the reports of three economists. ECF No. 2335. Plaintiffs deposed each of the experts and filed a 104-page reply with another 1,800 pages of evidence. ECF No. 2436. The Court held an evidentiary hearing, which Judge Thomas M. Sipkins, then presiding over the Minnesota state court, attended, where it heard evidence from both of Plaintiffs' agricultural economists and argument from counsel. Also on June 15, 2016, Plaintiffs in Minnesota moved to certify the Minnesota class with the same agricultural economists as the MDL Plaintiffs used. Gustafson Decl. at ¶ 8. On September 16, 2016, the Minnesota state court separately heard argument on Minnesota Plaintiffs' motion for class certification.

On September 26, 2016, the Court granted in full MDL Plaintiffs' motion for class certification. Mem. & Order, ECF No. 2547. On November 13, 2016, the Minnesota state court granted in full the Minnesota class motion. Order, MN MDL (Nov. 3, 2016). Syngenta petitioned for interlocutory appeal of both orders. On December 7, 2016, the Tenth Circuit denied interlocutory review of the MDL order, finding it "well-researched and reasoned." Dec. 7, 2016 Order, No. 16-607 (10th Cir.) (ECF No. 2741). On January 10, 2017, the Minnesota Court of Appeals also denied interlocutory review. Plaintiffs disseminated first-class, mailed notice to the respective classes. Stueve Decl. at ¶ 10; Gustafson Decl. at ¶ 12.

Trials were set in Minnesota and the MDL. In Minnesota, the first trial of an individual plaintiff was scheduled to begin in April 2017. In the MDL, the first trial was set for June 2017. The parties proceeded to expert discovery. MDL Plaintiffs prepared and produced six expert witnesses, including two agricultural economists on issues related to biotechnology, the standard of care, GMO cross pollination, the Chinese regulatory system, agricultural

economics, and damages. Stueve Decl. at ¶¶ 8, 11. The Minnesota Plaintiffs produced reports for the same experts, along with additional experts on corporate governance, among other things, ultimately producing twelve expert reports in all. Gustafson Decl. at ¶ 13. Syngenta produced reports for 12 experts in the MDL and 14 experts in the Minnesota state cases. All of the experts were deposed. Stueve Decl. at ¶ 12; Gustafson Decl. at ¶ 15.

In February 2017, the parties on both sides filed motions for summary judgment (in Plaintiffs' case, partial summary judgment) in both the MDL and in Minnesota. ECF Nos. 2858-62; Syngenta's Notice of Mot. and Mot. for P. Summ. J. on Minnesota Class Claims, MN MDL (May 26, 2017), Class Plaintiffs' Notice of Mot. and Mot. for P. Summ. J., MN MDL (May 26, 2017). The motions were granted in part and denied in part. ECF No. 3051; Order Regarding Summ. J. Mot., MN MDL (Aug. 17, 2017). The parties also filed extensive briefing related to, and the respective courts ruled on, motions related to admissibility of expert opinions. *E.g.*, ECF No. 3134.

C. Trial Proceedings and Verdict.

On April 26, 2017, in Minnesota, a mistrial was declared in the first bellwether case due to a problem that arose with the jury. Gustafson Decl. at ¶ 16. On June 5, 2017, a jury trial began in the MDL of the claims asserted on behalf of the Kansas class. Stueve Decl. at ¶ 13. The trial was preceded by extensive work on motions in limine (*see* ECF Nos. 3098, 3101, 3108, 3143), and disputed jury instructions (*see* ECF Nos. 3187, 3188, 3192). Rule 50(a) motions for directed verdict came at the close of plaintiffs' case. ECF Nos. 3265, 3266. On June 23, 2017, the jury returned a $217.7 million verdict on behalf of the Kansas class. Jury Verdict, ECF No. 3304. On July 21, 2017, Syngenta filed a post-trial motion, seeking judgment as a matter of law (or alternatively a new trial) and/or remittitur. ECF No. 3343. In

addition, Syngenta filed a motion for entry of judgment pursuant to Rule 54(b) of the Federal Rule of Civil Procedure for the express purpose of taking an immediate appeal from the Kansas judgment. ECF No. 3439.

On September 11, 2017, a jury trial began in Minnesota on behalf of the Minnesota class, and proceeded through the Plaintiffs' case-in-chief, when the parties announced they had executed a settlement term sheet. That Court then dismissed the jurors because a term sheet was executed by Syngenta and the PNC.

D. Settlement Negotiations.

On February 25, 2016, the Court entered a coordination order related to settlement, indicating its intent to appoint a special master and require settlement coordination between the various jurisdictions where cases were then pending. ECF No. 1600. On March 23, 2016, the Court appointed Ellen K. Reisman ("Special Master") "to assist the court in efficiently coordinating settlement discussions in these proceedings." Order Appointing Special Master for Settlement, ECF No. 1745 at 2. With the assistance of the Special Master, the parties began meeting regularly and by telephone to discuss settlement.

Following the June 23 jury verdict in Kansas, on August 9, 2017, the Court, after consultation with the Special Master, as well as the courts in Minnesota and Illinois, appointed the PNC to work towards reaching a resolution of the various matters. Order Appointing Plaintiffs' Settlement Negotiation Committee in the Syngenta Litig., ECF No. 3366. The members of the PNC were: Christopher A. Seeger; Mikal Watts; Clayton A. Clark; and Daniel Gustafson. *Id*. at 3. The Court expressly found that this committee would "appropriately balance[] the goals of representing the interests of different groups of producer plaintiffs while maintaining a workably sized group to conduct settlement negotiations." *Id.* at 3. The group

included class counsel in Minnesota (Mr. Gustafson), lawyers representing tens of thousands of individual plaintiffs, including non-producers (Messrs. Clark and Watts), and Mr. Seeger, each of whom has had significant experience in resolving high-dollar multi-district litigation and whose law firms each performed key work in the MDL. The order was also entered in Minnesota and Illinois.

The order directed the parties to "report on a weekly basis to the Honorable David R. Herndon" – the judge overseeing the federal mass-tort cases in Illinois. *Id.* at 3. The Special Master subsequently requested that the Honorable Daniel Stack (ret.), who was special discovery master in the Illinois state and federal cases, assist in settlement negotiations. Decl. of Christopher A. Seeger ("Seeger Decl.") at ¶ 4. The PNC met in person and by phone with counsel for Syngenta, the Special Master, and Judge Stack on numerous occasions.

On September 25, 2017, mid-way through the Minnesota class trial, the PNC executed a term sheet with Syngenta providing for a $1.51 billion settlement. *Id.* at ¶ 6. The jury in the Minnesota case was released. *Id.*

Several months of further, intense negotiations over the precise terms of the settlement and the process for distributing the funds proceeded between the PNC, Syngenta, and MDL Co-Lead Counsel Patrick J. Stueve (on behalf of the MDL litigation classes). *Id.* at ¶ 7. In addition, separate counsel - Lynn R. Johnson, Kenneth A. Wexler, and James E. Cecchi - were involved to negotiate for the amount of relief and procedure for paying members of three subclasses defined in Section E-1 below. *Id.* at ¶ 8. At all times, the negotiations were held at arm's length and were non-collusive. *Id.* at ¶ 9. The assistance and involvement of the Special Master and Judge Stack were required on several occasions.

Throughout this time, the Court and Judges Herndon and Miller all played a critical active oversight role in these negotiations, holding regular telephone calls with the Special Master on at least a weekly basis, and helping counsel at meetings held in the Southern District of Illinois, Kansas City, and Minnesota to break the impasse on thorny issues that had become obstacles to the hammering out of a comprehensive settlement agreement. *Id*. at ¶ 10.

Reflecting the vigorous representation by the parties involved and the extent to which each side was negotiating on behalf of their constituents, this Court, and the other courts, convened two in-person hearings to discuss the status of the settlement. *See* Order Setting Settlement Status Conference, ECF Nos. 3481, 3488; Seeger Decl. at ¶ 11. A further conference was set for February 26, 2018 in the event the parties had not finalized settlement documents, where the Court ordered it would "continu[e] from day-to-day thereafter." Order Regarding Settlement Status Report, ECF No. 3492 at 2; Seeger Decl. at ¶ 11.

Additional in-person meetings were held in New York on February 21-22, 2018. Seeger Decl. at ¶ 12. Ultimately, on February 26, 2018, after months of hard-fought negotiations, Settlement Class Counsel, Subclass Counsel, the PNC, MDL Co-Lead and Litigation Class Counsel, and Syngenta executed the Settlement Agreement. *Id.*

E. The Settlement Agreement.

The Settlement provides an extraordinary monetary payment to the Class in exchange for a class-wide release. The Settlement's key terms are discussed below.

1. Settlement Relief and Release.

To resolve the claims of the Settlement Class, Syngenta has agreed to put $1.51 billion into escrow. The first $200 million is due by March 28, 2018, a portion of which may be used to pay the fees and expenses of the Administrator, as well as for the Class Notice. Ex. A, SA §

3.7.1.2. Syngenta will make a second deposit of $200 million no later than March 31, 2018 (*id.* at § 3.7.1.3), and the final installment constituting the remainder of the $1.51 billion will be deposited on April 1, 2019 or within thirty days of the Court's final approval of the Settlement, whichever is later (*id.* at § 3.7.1.5). As long as the settlement is approved and becomes Final, no portion of the $1.51 billion will revert to Syngenta. *See id. at* § 3.7.1.1 ("Upon the Final Effective Date of this Agreement, Syngenta shall have no right of reversion in the Gross Settlement Proceeds.").

For settlement purposes only, the Settlement Class is defined as: "Any Person in the United States that during the Class Period owned any Interest in Corn in the United States priced for sale during the Class Period and falls into one of the four sub-classes[.]" *Id.* at § 1.1. In turn, the Settlement Subclasses are defined as:

> (1) Subclass 1: Any Producer in the United States that, during the Class Period owned any Interest in Corn in the United States priced for sale during the Class Period, excluding Producers that, at any time prior to the end of the Class Period, purchased Agrisure Viptera and/or Agrisure Duracade Corn Seed and produced Corn grown from Agrisure Viptera or Agrisure Duracade Corn Seed.
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> (2) Subclass 2: Any Producer in the United States that during the Class Period owned any Interest in Corn in the United States priced for sale during the Class Period and that, at any time prior to the end of the Class Period, purchased Agrisure Viptera and/or Agrisure Duracade Corn Seed and produced Corn grown from Agrisure Viptera and/or Agrisure Duracade Corn Seed.
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> (3) Subclass 3: Any Grain Handling Facility in the United States that during the Class Period owned any Interest in Corn in the United States priced for sale during the Class Period.
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> (4) Subclass 4: Any Ethanol Production Facility in the United States that during the Class Period owned any Interest in Corn in the United States priced for sale during the Class Period.

Id. at § 1.2. The Class Period spans from September 15, 2013 through (assuming it is granted) the date of preliminary approval of the Settlement. *Id. at* § 2.13. "Corn" and "Interest" have specific definitions pursuant to the Settlement Agreement based on their use therein. *See id. at* §

2.17 and § 2.34, respectively.

The Settlement Class does *not* include: (a) the Court and its officers, employees, appointees, and relatives; (b) Syngenta and its affiliates, subsidiaries, officers, directors, employees, contractors, agents, and representatives; (c) all plaintiffs' counsel in the MDL Actions or the Related Actions; (d) government entities; (e) those who opt out of the Settlement Class; and (f) a number of "Excluded Exporters" enumerated in section 2.22 of the Agreement. *Id. at* § 1.3.

Class Members who do not opt out will release Syngenta from claims co-extensive with the legal and factual claims that were or could have been made against Syngenta in the MDL and related litigation. Specifically, the release extends to all claims

> that have been or could have been brought in connection with the development, introduction, production, distribution, sale, marketing, and efforts to gain regulatory approval of Agrisure Viptera and/or Agrisure Duracade Corn Seed, and including, but not limited to, any Claim based on the alleged decrease in price of Corn, soy, milo, DDGs, or any other commodity, grain re-direction costs, or any other form of alleged harm or damage, subject only to the express exceptions listed in the Reservation of Claims and Rights in Section 6.2 [of the Settlement Agreement].

Id. at § 6.1.1. Any claims for bodily harm related to Agrisure Viptera or Duracade are *not* released. *Id. at* § 6.2.1. In addition, the release is mutual to the extent that Syngenta may not seek to assign "contributory or comparative fault, assumption of the risk, or similar claims for sharing or allocating fault" against Class Members, unless that Class Member obtains a judgment against a non-released party to which Syngenta is subjected to a claim for contribution or indemnity. *Id. at* §§ 6.1.7 & 6.2.2.

If the Court does not approve the Settlement or certify the Settlement Classes, then pursuant to the Settlement Agreement, no class shall be deemed certified by or as a result of the Agreement, the Fourth Amended Complaint shall be stricken, and the MDL Actions and

Related Actions (as set forth in Exhibit 1 of Settlement Agreement) for all purposes shall revert to the status as of the date before execution of the Agreement, and all stayed proceedings shall resume in a reasonable manner approved by the Court. *Id.* at § 6.2.4. In the MDL, this would leave the resolution of Syngenta's Post-Trial Rule 50(b) Motion for Judgment as a Matter of Law and Alternatively, Rule 59 Motion for a New Trial and/or Remittitur (ECF No. 3343) as it relates to the Kansas Judgment and Jury Verdict entered on June 23, 2017 (ECF No. 3312), the seven currently remaining statewide classes to try their cases in three consolidated trials (ECF No. 3319), as well as a motion in the MDL to certify twelve additional statewide classes, which is currently pending. ECF Nos. 3431, 3436. In Minnesota, this would leave the Minnesota Class to have its claims tried, four bellwether trials, and an overwhelmingly large number of individual cases to proceed through discovery and trial. In federal and state courts in Illinois, this would also leave an overwhelmingly large number of individual cases to proceed through discovery and trial.

2. The Proposed Allocation and Distribution Method.

Subject to this Court's preliminary approval of the Settlement and the proposed form of notice, Plaintiffs will notify the Class about the method of allocation and distribution for the Net Settlement Fund as set forth in the Settlement Agreement. The proposed allocation method, claims procedure and method for distribution are outlined below.

a. The Method of Allocation.

As set forth above, the PNC, Settlement Class Counsel, and Subclass Counsel engaged in arms-length negotiations to divide the Settlement Fund (the $1.51 billion) among the Subclasses. Those negotiations resulted in the following allocation: All costs of Settlement Administration, including but not limited to, costs related to Class Notice, fees and expenses of the Claims

Administrator, Notice Administrator and the Special Masters, and the Fees and Expense Awards shall be deducted from the Settlement Fund. Ex. A, SA § 3.7.2.1(a). Then, no more than $22,600,000 of the Settlement Fund may be used to pay Subclass 2 (those producers who purchased and planted Agrisure Viptera or Duracade), provided the average recovery for Class Members in Subclass 2 cannot exceed the average recovery of those in Subclass 1 (*id.* at § 3.7.2.1(b)(i)); no more than $29,900,000 may be used to pay Subclass 3 (the Grain-Handling Facilities covered by the Settlement) (*id.* at § 3.7.2.1(b)(ii)); and no more than $19,500,000 may be used to pay Subclass 4 (the Ethanol Facilities that are covered by the Settlement) (*id.* at § 3.7.2.1(b)(iii)). The remaining money from the Settlement Fund will be used to pay members of Subclass 1 (corn producers who did not purchase and plant Agrisure Viptera or Duracade corn seeds). *Id.* at § 3.7.2.1(b)(iv). To the extent that a Class Member has Interests in more than one Subclass, nothing prohibits that Class Member from recovering for each Interest, provided that there can be no duplicative recovery. *Id.* at § 3.10.1.

In allocating among members of each Subclass, the settlement proceeds will be paid based on each Class Members' "Compensable Recovery Quantities." *Id.* at § 2.15. For Class Members in Subclasses 1 or 2 (Corn Producers), a Compensable Recovery Quantity means "a Corn bushel for which a Producer Class member is entitled to make a recovery under the Allocation Methodology." *Id.* at § 2.15.1. This will be determined as follows:

> For any acreage reported to USDA for Form FSA 578 purposes, Form FSA 578 shall be the exclusive manner in which acreage is determined. The Claims Administrator shall first determine the number of Corn acres reported on the Producer's Form FSA 578 in each Marketing Year, exclusive of acres reported as failed or for silage, which shall be multiplied by the Producer's share in those acres as reported on the Form FSA 578. The Claims Administrator shall then convert the Producer's acreage in each Marketing Year to bushels by (a) multiplying the Producer's acreage by the average county yield as reported by USDA NASS (or if no county yield is reported, the nearest average yield available as determined by the Claims Administrator); (b) deducting the

> percentage of bushels reported as "fed on farm" as reported on the Producer's Claim Form; (c) multiplying the resulting bushels in each Marketing Year according to a weighted average; and (d) summing the resulting bushels.

Id. at § 2.15.1.1.

> For any acreage not reported to USDA for Form FSA 578 purposes, but for which RMA Data is available, RMA Data shall be the exclusive manner in which acreage is determined. For this acreage, Compensable Recovery Quantity shall be determined in the same manner as that stated above except using RMA Data instead of Form FSA 578 data.

Id. at § 2.15.1.2.

> For any acreage not reported to USDA for Form FSA 578 purposes and for which RMA Data is not available (including Claims by landlords whose Interest is not reflected in Form FSA 578 or RMA Data), Compensable Recovery Quantity shall be determined in the same manner as that stated above, except using information reported on the Claim Form.

Id. at § 2.15.1.3. For purposes of determining the Compensable Recovery Quantities for Corn Producer Class Members (Members of Subclass 1 and 2), the following weighted averages will be used for each respective Marketing Year:

2013/14 - 26%
2014/15 - 33%
2015/16 - 20%
2016/17 - 11%
2017/18 - 10%

These averages are equivalent to the per-bushel damages impact found by Marketing Year by Plaintiffs' economic experts during the litigation.

For Class Members in Subclass 3 (Grain-Handling Facilities), Compensable Recovery Quantities means "a Corn bushel for which a Grain Handling Facility Class member is entitled to make a recovery under the Allocation Methodology." *Id.* at § 2.15.2. This will be determined in the following manner:

> The Claims Administrator shall (a) determine the number of Corn bushels reported as sold on the Grain Handling Facility's Claim Form in each Marketing

> Year; (b) multiplying the resulting bushels in each Marketing Year according to a weighted average; and (c) summing the resulting bushels.

Id. at § 2.15.2.1. For purposes of determining the Compensable Recovery Quantities for Grain Handling Facility Class Members, the same weighted averages described above for the Corn Producers (Subclass 1 and 2) will be used for each respective Marketing Year.

For Class Members in Subclass 4 (Ethanol Production Facilities) Compensable Recovery Quantities means "short ton of DDGs for which an Ethanol Production Facility Class member is entitled to make a recovery under the Allocation Methodology." *Id.* at § 2.15.3. This will be determined under the following manner:

> The Claims Administrator shall (a) determine the number of short tons of DDGs reported as sold on the Ethanol Production Facility's Claim Form in each Marketing Year; (b) multiplying the resulting short tons in each Marketing Year according to a weighted average; and (c) summing the resulting short tons.

Id. at § 2.15.3.1. For purposes of determining the Compensable Recovery Quantities for Ethanol Production Facility Class Members, the following weighted averages will be used for each respective Marketing Year:

> 2013/14 - 44%
> 2014/15 - 47%
> 2015/16 - 4%
> 2016/17 - 3%
> 2017/18 - 2%

These averages are based on the evidence and expert analysis in the case.

b. The Proposed Claims Procedure.

(i) Class Notice. If the Court grants Preliminary Approval of the Settlement, Settlement Class Counsel will oversee the preparation and mailing of the attached Notice in the form approved by the Court. *See id*., Ex. 3 to SA (proposed Long-Form Notice).

The Notice Plan provides for direct mail, print publication, radio, Internet, and social-

medial advertising. Under the Notice Plan, a mailing list for U.S. corn producers who received crop subsidies in any year from 2013-2017 was obtained from the U.S. Department of Agriculture Farm Service Agency ("FSA"), which identifies 610,054 potential Settlement Class Members and will be utilized to send out direct mail notice of this Settlement. Declaration of Orran L. Brown Sr. ("Brown Decl.") at ¶ 18. In addition, the Notice Administrator will purchase mailing lists for Ethanol Production Facilities and Grain Handling Facilities in the United States and any supplemental lists of U.S. corn producers that are deemed necessary to ensure a robust list of addresses of prospective Class Members. *See* Ex. A, Ex. 5 to SA (Notice Plan); *see also* Brown Decl. at ¶¶ 19-20. These mailing lists will be used to provide the Long-Form Notice of the Settlement to potential members of the Settlement Class. The Notice contains instruction on how to download and submit a Claim Form for each of the Settlement Subclasses or to request a hard copy of the Claim Form. *See* Ex. A, Ex. 3 to SA at Question 16 (proposed Long Form Notice).

Prior to mailing, all mailing addresses will be checked against the National Change of Address ("NCOA") database maintained by the U.S. Postal Service ("USPS" or "Postal Service"). The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person's name and known address. *See id.*, Ex. 5 to SA (Notice Plan); *see also* Brown Decl. at ¶ 17 n.1.

Any addresses returned by the NCOA database as invalid will be updated through a third-party address search service. In addition, the addresses will be certified via the Coding Accuracy Support System ("CASS") to ensure the quality of the zip code, and verified through Delivery

Point Validation ("DPV") in order to confirm the accuracy of the addresses. Ex. A, Ex. 5 to SA (Notice Plan). Once all duplicates and any Excluded Exporters have been removed from the list and the addresses have been verified and updated, the Notice Administrator will send the Long-Form Notice by First-Cass U.S. Mail, to all of the potential Settlement Class Members on the lists. *Id.* Additionally, a Notice will be mailed, by First-Class U.S. Mail, to all individuals who request one via the toll-free phone number. The Notice will also be made available on the Settlement website, as described below. *Id.*

The return address on the Notices will be a post office box maintained by the Notice Administrator. *Id.* Notices that are returned as undeliverable will be re-mailed to any address indicated by the Postal Service in the case of an unexpired automatic forwarding order. For those notices that are returned as non-deliverable but for which a new address is not indicated by the Postal Service, the Notice Administrator will do additional public record research, using a third-party lookup service to identify potential updated mailing addresses. *Id.* If any address is found, the Notice will be re-mailed. Address updating and re-mailing for undeliverable Notices will be ongoing. *Id.*

Finally, following the deadline to submit requests for exclusion, the Notice Administrator will follow-up the direct mailing of the Long Form Notice with reminder postcards to everyone on the mailing lists who has not filed a claim in the Settlement and who did not opt out. *Id.* The reminder postcards will remind Class Members of the important deadlines for submitting a Claim Form. *Id.*

In addition to direct mail notice, the Notice Plan contemplates an extensive publication plan in which a proposed summary Publication Notice will be published in various national and state publications specifically selected to target prospective Class Members. *Id.*; *see id.*, Ex. 4 to

SA (proposed publication notice). Specific media were chosen to reach the various groups comprising the Settlement Classes. *See* Brown Decl. at ¶¶ 24-27.

The proposed media schedule includes publishing the Publication Notice one time in various industry publications, both national and state-specific, that are specifically targeted to reach corn producers, grain handlers and ethanol plants. *See* Ex. A, Ex. 5 to SA (Notice Plan); Brown Decl. at ¶¶ 24-26.

Additionally, there will be digital advertising to provide Class Members with notice opportunities beyond the print publications. This will include digital banner advertisements on various social media outlets, including those specifically targeting individuals with an interest in farming. Ex. A, Ex. 5 to SA (Notice Plan). Where possible, these advertisements will provide the ability for Class Members to "click through" directly to the settlement website to submit claims, and they will run until the deadline for the submission of claims or until Settlement Class Counsel otherwise direct. *Id.*

Finally, the Notice Plan provides for thirty-second radio ads, which will air for a two-week period immediately following the mailing of the Long Form Notice, and again for another two-week period immediately following the mailing of the reminder postcards. These ads will air on hundreds of radio stations in the corn belt. *Id.*

To augment the Notice Plan, a party-neutral press release will be distributed via PR Newswire's US1 distribution, which will reach thousands of print and online media outlets. The release will highlight the toll-free telephone number and settlement website address where Class Members can obtain additional information relating to the settlement, including requesting a copy of the Long-Form Notice and Claim Form. *Id.*

To build additional reach and to extend exposures, the Publication Notice and/or Press

Release will be provided to the various corn trade organizations, including various states' corn growers' associations, the National Corn Growers Association, the National Grain and Feed Association, and others for their consideration to distribute to their members or for insertion into news letters or other communications with their members. Publication Notice by these various organizations will provide additional notice exposures beyond that afforded by paid media. *Id.* In addition, Settlement Class Counsel will request that the FSA post at local FSA offices and in its newsletters around the country a public notice of the settlement informing claimants how to submit a claim. *Id.*

A Settlement Website will be established at the URL www.CornSeedSettlement.com to enable potential Class Members to obtain information on the Settlement. The Settlement Website will allow potential Settlement Class Members to download the Long Form Notice, submit the Claim Form, and review the Settlement Agreement. It will also have a list of Frequently Asked Questions and Answers, the substance of which will be agreed upon by Syngenta and Settlement Class Counsel. The Settlement Website address will be prominently displayed in all printed notice documents. *Id.*

A toll-free phone number will be established allowing Class Members to call and request that a Notice Packet be mailed to them. *Id.* The toll-free number will also provide Class Members with access to recorded information that will include answers to frequently-asked questions and direct them to the Settlement Website. *Id.* This automated phone system will be available around the clock. There will also be live operators available to answer Class Members' questions. *Id.* Finally, a post office box will be established, to allow Class Members to contact the Notice Administrator by mail with any specific requests or questions. *Id.*

(ii) Submission, Processing and Review of Claim Forms. Class Members may obtain

and submit a Claim Form online or they may request a paper copy of the Claim Form. Within 150 days of the mailing of Long-Form Notice, Class Members must properly complete and submit the Claim Form as instructed in the Notice. *Id.* at § 4.6.

Pursuant to the Settlement Agreement, Producer Class Members (Class Members in Subclass 1 and 2) must submit a Producer Claim Form (*id*. at § 3.7.3) through the online claims-submission process or in paper, as approved by the Court. *See id*., Ex. 2 to SA (proposed Producer Claim Forms); Brown Decl. at ¶¶ 13-14. The Producer Claim Form will include a consent authorizing the U.S. Government to disclose FSA Form 578 information and RMA (crop insurance) information to the Class Administrator for the 2013-2017 Marketing Years. Ex. A, SA § 3.7.3.1. Such FSA Form 578 (if it exists) and RMA information (if FSA Form 578 data does not exist) will be the exclusive manner in which a Producer may document an Interest in acreage. *Id*. at § 3.7.3.1. If no FSA Form 578 (or RMA data if no Form FSA 578 data) was filed with the Government for a particular farm or farms during the Class Period, Producer Class Members must complete and submit an additional section of the Claim Form and provide information that mirrors the information contained on Form FSA 578. *Id.* The Class Member must also declare that no Form FSA 578 or RMA Data exists with respect to the acreage for which the Class Member is submitting the Claim Form. *Id.*

Class Members failing to submit the required release authorizing the government to disclose Form FSA 578 information (or RMA Data) to the Claims Administrator or, for those Class Members for whom no Form FSA 578 data (or RMA Data) exists, or who otherwise fail to properly complete the Claim Form, will have such Claim Form(s) rejected and returned for resubmission. *Id.* at § 3.7.3.1. All disputes over the adequacy or timeliness of the Claim Forms will first be decided by the Claims Administrator. Anyone still aggrieved by the

decision of the Claims Administrator may appeal that decision to the Special Masters. *Id.*

Similarly, Grain Handling Facility and Ethanol Production Facility Class Members, those in Subclasses 3 and 4 (collectively "Non-Producer Class Members"), must submit Claim Forms, as approved by the Court. *See id.*, Ex. 2 to SA (proposed Grain Handling Facility and Ethanol Production Facility Claim Forms). These Class Members will be required to produce true, accurate, and authentic records documenting (1) storage capacity, if a Grain Handling Facility, or Production Capacity, if an Ethanol Production Facility; (2) the number of Corn bushels purchased per Marketing Year; (3) the number of Corn bushels sold per Marketing Year (if any); and (4) the number of short tons of DDGs sold per Marketing Year (if any). *Id.* at § 3.7.3.2. Non-Producer Class Members who fail to submit true, accurate, and authentic business records reflecting the foregoing items of information or that otherwise fail to properly complete the Claim Form(s) will have such Claim Form(s) rejected and returned for resubmission. *Id.* Again, as with the Producer Claim Forms, all disputes over the adequacy or timeliness of the Claim Forms will first be decided by the Claims Administrator and anyone still aggrieved by the decision of the Claims Administrator may appeal that decision to the Special Masters under procedures established and agreed to by the Parties for such appeals. *Id.* Rejected Claim Forms must be resubmitted within thirty days after the Claims Administrator has issued notice of rejection. *Id.* at § 3.7.3.3. Class Members failing to timely resubmit a rejected Claim Form will have their claims denied. *Id.* Likewise, if, after a second submission, a Claim Form is still not completed and supported, the Class Member's claim will be denied. *Id.* The Claims Administrator, in conjunction with the Notice Administrator (if necessary), is obligated to compile various reports detailing the implementation of the Settlement Process. *Id.* at § 3.9.

3. Opportunity to Opt Out or Object to the Settlement.

Each Class Member will also have the opportunity to object to or opt out of the Settlement. Any Class Member who wishes to opt out must do so, in writing, by timely mailing a request for exclusion to the Claims Administrator, personally signed by the Class Member, except as provided for in the Settlement Agreement. *Id.* at § 4.3.1. The request must contain the required information as set forth in the Long Form Notice and the Settlement Agreement. *Id.* at § 4.3.2 & Ex. 3 to SA. The request must be postmarked by the Opt-Out Deadline (which if approved by the Court is 90 days from the date of the first mailing of the Notice). *See Id.* at § 4.6.1. Class Members who do not properly and timely submit opt-out requests will be deemed to have waived all rights to opt out and remain in the Class. *Id.* at § 4.3.6.

Each Class Member who does not timely opt out may object to the Settlement. Any Class Member who wishes to object to any term of the Settlement Agreement must do so, in writing, personally signed by the Class Member, and, must file the written objection with the Clerk of the Court and mail it to Settlement Class Counsel and Syngenta's Counsel in the manner set forth in the Long Form Notice and the Settlement Agreement. *See id*. at §§ 4.4.1-4.4.3 & Ex. 3 to SA.

4. Attorneys' Fees and Litigation Expenses.

The Settlement Agreement provides that applications for attorneys' fees and expenses or service awards be made by the deadlines established by the Court. *See id*. at §§ 7.2.1 & 7.2.4. Any award of attorneys' fees and expenses will be determined by the Court, the Minnesota state court, and the Illinois Federal Court. *Id*. at § 7.2.1. Disputes arising out of client fee contracts and referring counsel agreements will be determined by these courts as set forth in sections 7.2.3.1 and 7.2.3.2 of the Settlement Agreement.

ARGUMENT

I. THE SETTLEMENT EASILY PASSES MUSTER UNDER THE STANDARD FOR PRELIMINARY APPROVAL.

A. The Settlement Readily Meets the Standards for Preliminary Approval.

"Because preliminary approval is just the first step of the approval process, courts apply a 'less stringent' standard than that at final approval." *Nieberding v. Barrette Outdoor Living, Inc.*, No. 12-CV-2353-DDC-TJJ, 2015 WL 1645798, at *4 (D. Kan. Apr. 14, 2015). "The general rule is that a court will grant preliminary approval where the proposed settlement is neither illegal nor collusive and is within the range of possible approval." *Id.* (quoting 4 William B. Rubenstein *et al*., *Newberg on Class Actions* § 13:10 (5th ed. 2015)); *see also Nakkhumpun v. Taylor*, No. 12-CV-01038-CMA-CBS, 2015 WL 6689399, at *3 (D. Colo. Nov. 3, 2015) (quoting 4 *Newberg on Class Actions* § 13:13). "Although the Court must assess the strength of plaintiffs' claims, it should 'not decide the merits of the case or resolve unsettled legal questions.'" *Freebird, Inc. v. Merit Energy Co.*, 10-1154-KHV, 2012 WL 6085135, at *5 (D. Kan. Dec. 6, 2012) (quoting *Nat'l Treasury Employees Union v. United States*, 54 Fed. Cl. 791, 797 (2002)). Instead, the Court need only decide whether the settlement is "within the range of possible approval." *In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 205 (5th Cir. 1981). Thus, at this initial stage, "the court's primary objective [at the preliminary approval stage] is to establish whether to direct notice of the proposed settlement to the class, invite the class's reaction, and schedule a final fairness hearing." 4 *Newberg on Class Actions* § 13:10. If the Court grants preliminary approval, it directs notice to the class and sets a final approval hearing, the second step in the process. *Id.*

The Court's analysis is informed by the "strong judicial policy in favor of settlements, particularly in the class action context." *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d

96, 116 (2d Cir. 2005) (citation and internal quotation marks omitted); *accord Alvarado Partners, L.P. v. Mehta*, 723 F. Supp. 540, 551 (D. Colo. 1989) (noting strong policy in favor of settlements, particularly in class actions); *see Shaw v. Interthinx, Inc.*, No. 13-CV-01229-REB-NYW, 2015 WL 1867861, at *2 (D. Colo. April 22, 2015) ("[T]he essence of settlement is compromise, and settlements are generally favored.") (citation and internal quotation marks omitted).

At the final approval stage, Rule 23(e)(2) requires a finding that the settlement is fair, reasonable and adequate, and the factors considered in this analysis can serve as a useful guide at the preliminary approval stage as well. *Alexander v. BF Labs Inc.*, No. 14-2159-KHV, 2016 WL 5243412, at *10 (D. Kan. Sept. 22, 2016) (citing cases), *appeal dismissed*, No. 16-609, 2016 WL 9997919 (10th Cir. Dec. 9, 2016); *Tripp v. Rabin*, No. 14-CV-2646-DDC-GEB, 2016 WL 3615572, at *2 (D. Kan. July 6, 2016). The final approval standards are well established under Tenth Circuit law. A district court should consider: (1) whether the proposed settlement was fairly and honestly negotiated; (2) whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt; (3) whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and (4) the judgment of the parties that the settlement is fair and reasonable. *Tennille v. W. Union Co.*, 785 F.3d 422, 434 (10th Cir. 2015); *Rutter & Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1188 (10th Cir. 2002); *Jones v. Nuclear Pharmacy, Inc.*, 741 F.2d 322, 324 (10th Cir. 1984). This Settlement satisfies each of these factors.

1. The Settlement Was Fairly, Honestly, and Extensively Negotiated.

A settlement is considered fairly and honestly negotiated when reached after arm's-length negotiations by experienced counsel. *E.g.*, *Tripp*, 2016 WL 3615572, at *3 ("The

contested nature of this suit, the engagement of a neutral mediator, and the extensive negotiation process constitute evidence that the parties negotiated the settlement agreement fairly and honestly."); *Rhodes v. Olson Assocs.*, 308 F.R.D. 664, 667 (D. Colo. 2015) (finding this factor satisfied where there was no indication "the settlement was the product of collusion" and where "the parties 'vigorously advocated their respective positions throughout the pendency of the case.'"); *Marcus v. Kan. Dep't of Revenue*, 209 F. Supp. 2d 1179, 1182 (D. Kan. 2002) (finding this factor satisfied where the "settlement was reached after arm's-length negotiations . . . by experienced counsel for the class"); *In re New Mexico Natural Gas Antitrust Litig.*, 607 F. Supp. 1491, 1506 (D. Colo. 1984) (approving settlement where court was "wholly satisfied that the negotiations took place at arms length").

This Court's direct involvement in appointing a Special Master and the PNC demonstrates the arm's-length nature of the negotiations. As recounted above, settlement discussions began after the Special Master was appointed in March 2016. Numerous phone calls and in-person meetings with Syngenta's counsel and various plaintiffs' counsel occurred while the parties were preparing for trial in the MDL and Minnesota.

In August 2017, after the verdict in Kansas and prior to the start of the Minnesota class trial, the PNC was appointed to negotiate with Syngenta, representing both class and individual interests. The Special Master and Judge Stack began conducting mediation sessions with the PNC and counsel for Syngenta on a regular basis. This included several in-person meetings as well as frequent phone calls. These negotiations continued even as the Minnesota class trial got underway. On September 25, 2017, the PNC and counsel for Syngenta executed a term sheet with broad outlines for the $1.51 billion settlement. But, even after the signing of the term sheet, months of extensive discussion and negotiations continued. Again, this involved several more

months of arm's-length, adversarial, and often contentious negotiations. The negotiating committee was expanded to include, in addition to the PNC, MDL Co-Lead Counsel Stueve and counsel for Viptera and Duracade purchasers, ethanol plants, and grain handling facilities. *Supra* at 14. As a result, each distinct class of interests was represented by separate counsel advocating on behalf of their interests for a share of the Settlement Fund.

Ultimately, through an extended series of mediation and negotiation sessions, the Parties reached the agreement set forth in the Settlement. Moreover, the history of the litigation underscores the vigor with which counsel have represented the Class Members in all respects – including for settlement purposes. Counsel for Plaintiffs litigated the case skillfully against a well-funded adversary represented by elite defense counsel, who presented sustained and spirited defenses on Syngenta's behalf. Plaintiffs overcame motions to dismiss for failure to state a claim and for lack of personal jurisdiction (among others), vigorous opposition to their motions for class certification (including unsuccessful petitions to the Tenth Circuit and the Minnesota Court of Appeals for interlocutory appellate review), multiple summary judgment motions, motions to exclude the opinions of their experts, and a pre-verdict motion for judgment. Plaintiffs also vigorously pursued this action despite significant litigation victories for Syngenta. Syngenta prevailed on a number of issues that narrowed plaintiffs' claims, including at the motion to dismiss stage (where Syngenta obtained dismissal of plaintiffs' failure-to-warn, trespass-to-chattels, and nuisance claims, among others), at the motion for judgment on the pleadings stage (where Syngenta obtained an order narrowing plaintiffs' theories of liability), at the summary judgment stage (where Syngenta obtained summary judgment on plaintiffs' Lanham Act and negligent misrepresentation claims), and at trial (where Syngenta obtained a directed verdict on Plaintiffs' failure to warn claims). Although Plaintiffs would have appealed many or all of these

issues, against all these obstacles, Plaintiffs secured the certification of several classes and a class jury verdict and compensatory damages in the MDL (although Syngenta prevailed in defeating claims for punitive damages). Minnesota plaintiffs were in the middle of a class trial when the term-sheet settlement with Syngenta was reached.

The $1.51 billion to be paid by Syngenta speaks for itself as to the competence and vigor of Plaintiffs' representation in the litigation and at the bargaining table. This is an excellent result given the uncertainties of litigation and risks to the Class described below. In sum, the history of the litigation, the Parties' negotiations, as well as the Settlement's terms demonstrate that the Settlement was fairly, honestly, and vigorously negotiated.

2. Disputed Questions of Law and Fact Remain.

When considering a Motion for Preliminary Approval, the Court must determine whether "serious legal and factual questions placed the litigation's outcome in doubt." *Tennille*, 785 F.3d at 434; *In re Integra Realty Res., Inc.*, 354 F.3d 1246, 1266 (10th Cir. 2004). The appropriate time to measure the risks facing Plaintiffs is the time the settlement is reached. *In re Checking Account Overdraft Litig.*, 830 F. Supp. 2d 1330, 1346 (S.D. Fla. 2011).

Despite one jury verdict on behalf of the Kansas class, substantial legal and factual risks to Class Members militate in favor of settlement. Syngenta raised many defenses throughout both the MDL litigation and Related Actions. For example, at the preliminary stages of the case, Syngenta vigorously argued that it had no legal duty to the Plaintiffs for selling a lawful product in the United States and because the "economic loss doctrine" and/or an absence of proximate cause broadly required dismissal of Plaintiffs' claims. *See, e.g.*, Syngenta's Mem. in Supp. of Mot. to Dismiss, ECF No. 587. Syngenta renewed these

arguments in its Rule 50(a) motion for judgment at the close of plaintiffs' case (ECF No. 3265, 3266), and also following the Kansas verdict. Syngenta's Rule 50(b) Mot., ECF No. 3343; Syngenta's Mem. in Supp. of Rule 50(b) Mot., ECF No. 3344 at 9, 30, 42. Although this Court and the Minnesota state court previously rejected these defenses (the post-trial motion as to the Kansas class judgment is still pending), Syngenta undoubtedly would have appealed, and given that these issues arguably raise pure questions of law, they would potentially be reviewed *de novo*. Indeed, Syngenta itself sought, but failed to obtain, interlocutory appellate review prior to the Kansas jury trial, demonstrating its confidence in appellate review. Syngenta's Mem. in Supp. of Mot. to Certify Order On Motions to Dismiss for Interlocutory Appeal, ECF No. 1082 (Oct. 13, 2015). And it was seeking immediate appeal of the Kansas judgment (if its post-trial motions were denied).

Success on appeal was necessarily uncertain. Syngenta repeatedly characterized the Court's ruling as unprecedented and novel. *See id.* at 11 ("The ruling on duty is the first of its kind in this country addressing alleged duties in tort for manufacturers of GM seeds to restrict the introduction of *U.S.-approved* traits *in the U.S.* simply because the traits have not been approved in a foreign market like China. Significantly, the Order acknowledges that Plaintiffs' claims rest entirely on allegations of economic harm, not physical injury. As a result, the Order would allow an unprecedented obligation in tort requiring Syngenta to protect other businesses from purely economic harm based on the theory that Syngenta has a duty to conduct its business 'at least in part for the mutual benefit' of others as a result of the 'inter-connected web' of relationships in the corn industry.") (emphasis in original). Although Plaintiffs disagree with that interpretation, the risk that an appellate court reviewing the issue *de novo* might conclude otherwise cannot be ignored and is not easily

quantified.

Moreover, Syngenta's defense theory was not limited to the Producer Plaintiffs. It raised similar arguments against the Non-Producer Plaintiffs, including the grain-handling facilities and elevator-production facilities. *See* MN MDL, Syngenta's Mem. of Law in Supp. of Mot. to Dismiss First Am. Non-Class and First Am. Minn. Class Action Compls. for Producers and Non-Producers at 57-68 (Nov. 9, 2015). Indeed, Syngenta contended that the duty at issue here would have required "*controlling the actions of the Non-Producer Plaintiffs themselves*," which it characterized as "literally unprecedented." Syngenta's Mem. in Supp. of Mot. to Dismiss Am. Compls., ECF No. 857, at 3 (emphasis in original).

These defenses also carry heightened risk for Subclass 2 (the Viptera/Duracade Purchaser Subclass). Those Class Members contracted with Syngenta to purchase and plant Viptera and/or Duracade corn seed; thus, the courts may not have applied the "stranger" economic loss doctrine, but the most robust and widely followed contractual economic loss doctrine. *See* Syngenta's Mem. in Supp. of Summ. J., MN MDL (Mar. 8, 2017); Syngenta's Mem. in Supp. of Mot. to Strike Expanded Class Allegations, ECF No. 1494 at 9-21 (outlining distinct arguments directed at purchasers in this regard). This Court has never ruled that Viptera and Duracade purchaser claims would survive Syngenta's arguments. Relatedly, Syngenta raised the defense of the contract limitations against Viptera and Duracade corn seed purchasers. *Id.* Although the Minnesota state court rejected this argument in one bellwether case, that decision would have been potentially subject to *de novo* review on appeal (Order, MN MDL (Apr. 11, 2017)), litigated in all future such cases, and this Court had also not yet ruled on that issue.[6]

[6] Syngenta would also likely contend that Class Members in Subclass 2, 3 and 4 would be subject to comparative fault, assumption of the risk defenses, or contributory negligence. Necessarily, those who purchased

Although the coordinating courts largely rejected Syngenta's argument that it owed no legal duty to any of the Plaintiffs, at least one court has accepted it. In Ohio, a state court dismissed the claims of a putative class of ethanol plants, finding that: Syngenta had no duty to protect against economic harm caused by the intended use of its products, and that liability could not extend to parties who did not purchase corn directly from Syngenta but used corn affected by Syngenta, concluding this was too far removed, and that the damages allegedly suffered by Plaintiffs were the result of regular market activity, among other things. *See* Ex. B, J. Entry, *Fostoria Ethanol,* 15-cv-0323 (June 28, 2017) (granting motion to dismiss). Although raised in the context of litigation brought by an ethanol plant, Syngenta sought to apply its reasoning in these cases, and would likely have pressed that argument on appeal if it proved unsuccessful here. *See, e.g.*, Syngenta's Mem. in Supp. of its Rule 50 Mot., ECF No. 3344 at 1, 3 & 4. This, again, highlights the ongoing risk Plaintiffs had in these litigations in proving liability.

Syngenta also took sustained issue with both the Plaintiffs' theory of and means of proving damages. First, it repeatedly argued that the harm here – the drop in U.S. corn prices – was too remote to constitute a proximate cause because it "extends through far too many steps—and too many independent actions by third parties." *Id.* at 46. Second, renewing arguments made during *Daubert* and *Frye-Mack* (the expert-admissibility standard in Minnesota) motions, Syngenta also repeatedly argued that the damages methodologies employed by Plaintiffs were flawed as a matter of law. In its post-trial motion on the Kansas verdict, it contended that the damages awarded were too speculative and, thus, must be

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and planted Agrisure Viptera and/or Duracade corn seed (Subclass 2) and those engaged in the storage, transport and resale or grain (Subclasses 3 and 4), prior to Chinese import approval, were participants in the spread of Syngenta's unapproved traits throughout the commodity corn seed. Consequently, they would also be subject to unique defenses not applicable to the Class Members in Subclass 1.

overturned. *Id.* at 65.

As such, despite a jury verdict in favor of the Kansas class, seven more statewide classes were awaiting trial, and those outcomes on both the issue of liability and damages were far from certain. As noted, in the MDL, Syngenta moved to set aside the Kansas class verdict (ECF No. 3343) and was also seeking entry of judgment for purposes of immediate appeal under Rule 54(b) (ECF No. 3439). If the Court (or the Court of Appeals) adopted one or more of Syngenta's arguments, it would have diminished – and possibly eliminated – the ability of all Plaintiffs to seek compensation from Syngenta.

The Minnesota class trial was also facing risk. The class trial was underway when the settlement was reached between the Parties. Despite the Kansas jury verdict, a different jury could have reached a different result either as to the threshold issue of liability or as to the amount of damages awarded. And, even if the jury rendered a verdict in plaintiffs' favor, Syngenta would certainly have appealed.

With respect to claims by grain-elevator facilities, Syngenta filed a motion to dismiss them under the economic loss doctrine in early October 2017. Those plaintiffs faced substantial legal risks with respect to the continued viability of their claims.

In short, years of continued motion practice, trials and appeals regarding the merits (including numerous questions of law, sufficiency of evidence, and admissibility of experts' opinions) of the claims lay ahead – with the eventual outcome uncertain and perhaps even unknowable. In contrast, the Settlement makes available $1.51 billion pure-cash relief, while eliminating these material risks.

3. The $1.51 Billion Guaranteed Recovery Outweighs the "Mere Possibility" of Additional, Future Monetary Relief.

Next, the Court should "consider the vagaries of litigation and compare the

significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation." *In re King Res. Co. Secs. Litig.*, 420 F. Supp. 610, 625 (D. Colo. 1976); *accord Jones v. Nuclear Pharmacy, Inc.*, 741 F.2d 322, 324 (10th Cir. 1984) (court looks to "whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation"). For the reasons summarized above, several years of further challenges lay ahead for plaintiffs, and victory was far from guaranteed. Moreover, even if they prevailed in the trial court and on appeal, a complex and uncertain road lay ahead with respect to the amount they would ultimately be able to recover and collect against a defendant whose parent company is incorporated and headquartered outside the United States. "In this respect, it has been held proper to take the bird in the hand instead of a prospective flock in the bush." *In King Res. Co. Secs. Litig.*, 420 F. Supp. at 625. (citations and internal quotations omitted); *accord Tennille v. W. Union Co.*, No. 09-CV-00938-JLK-KMT, 2014 WL 5394624, at *4 (D. Colo. Oct. 15, 2014), *appeal dismissed*, 809 F.3d 555 (10th Cir. 2015).

The salient question is whether the guaranteed recovery of $1.51 billion outweighs the possibility that the Plaintiffs would have prevailed in further motion practice, trials and appeals – and then collected the judgment(s) from Syngenta. Given the multitude of risks entailed in this litigation, a negotiated settlement guaranteeing $1.51 billion is appropriate and in the best interests of the Class.[7]

[7] *See Swartz v. D-J Eng'g, Inc.*, No. 12-CV-01029-DDC-KGG, 2016 WL 633872, at *5 (D. Kan. Feb. 17, 2016) ("[T]he value of immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation."); *Shaw*, 2015 WL 1867861, at *3 (finding settlement was "fair, adequate, and reasonable, particularly given the significant risks and costs associated with continued litigation."); *In re Dep't of Energy Stripper Well Exemption Litig.*, 653 F. Supp. 108, 117 (D. Kan. 1986) ("The risks of continued litigation are substantial for all of the parties."); *King Resources*, 420 F. Supp. at 627 ("The Court recognizes that had these settlements not been reached, chances of the class prevailing against settling defendants would have been uncertain and disbursement of funds to the class, should it have prevailed, would undoubtedly have been delayed for some, perhaps lengthy, period of time given the high probability of an appeal or appeals in this case.").

4. Settlement Class Counsel, Subclass Counsel, MDL Co-Lead and Litigation Class Counsel, and the PNC Believe That the Settlement Is Fair and Reasonable.

Courts rely on the considered judgment of experienced counsel in evaluating the fairness of proposed class action settlements. *E.g.*, *Marcus*, 209 F. Supp. 2d at 1183 ("Counsels' judgment as to the fairness of the agreement is entitled to considerable weight."); *see also Williams v. Sprint/United Mgmt. Co.*, No. 03-2200-JWL, 2007 WL 2694029, at *4 (D. Kan. Sept. 11, 2007) ("The endorsement of the parties' counsel is entitled to significant weight.") (citation and internal quotation marks omitted). Class and individual counsel – including the PNC, Settlement Class Counsel, Subclass Counsel, and the MDL Co-Lead and Litigation Class Counsel – who are among the most experienced and respected litigators in the nation and in the field of GMO litigation, have tirelessly advanced the Classes' claims since the litigation's inception. As reflected by their signatures to the Settlement and in their judgment, the Settlement is fair and reasonable – indeed, it represents an outstanding result for the Class. This judgment is based not only on the calculus of risk in engaging in further motion practice, trials and appeals, but also the sizable monetary recovery that the Settlement delivers now with certainty.

Relying on the judgment of counsel makes particular sense in the context of preliminary approval because preliminary approval is provisional and is followed by more formal and comprehensive review and objection procedures. Those criteria are satisfied here.

B. THE COURT SHOULD PROVISIONALLY CERTIFY THE SETTLEMENT CLASS AND SUBCLASSES AND APPOINT CLASS COUNSEL.

Solely for purposes of the Settlement, the Court should provisionally certify the proposed Settlement Class and Subclasses in order to implement the settlement on a collective basis. Like

a litigation class, a settlement class must satisfy each Rule 23(a) requirement, and at least one of Rule 23(b)'s provisions. *See Amchem Prods, Inc. v. Windsor*, 521 U.S. 591, 613-14 (1997); *see also In re Cmty. Bank of N. Va.*, 418 F.3d 277, 299 (3d Cir. 2005) ("[C]ertification of classes for settlement purposes only [is] consistent with Fed. R. Civ. P. 23, provided that the district court engages in a Rule 23(a) and (b) inquiry[.]").

Plaintiffs seek certification of the Class and Subclasses defined above. *See* Ex. A, SA §§ 1.1-1.3 (defining the Settlement Class, Subclasses, and those excluded). Certification is particularly appropriate given that both this Court and the Minnesota court have already certified classes constituting the vast majority of the Settlement Class, concluding that Rule 23's elements were satisfied over vigorous opposition by Syngenta and based on the evidence and argument presented in writing and at the evidentiary hearings. *See, e.g.*, Mem. & Order, ECF No. 2547; MN MDL Order (Nov. 3, 2016). Although the Settlement Class is somewhat broader in encompassing Subclasses 2-4, most of the Court's findings apply equally to the proposed Settlement Class, which also satisfies Rule 23's requirements.

1. The Settlement Class Satisfies Rule 23(a)'s Requirements.

a. The Class and Subclasses Are Sufficiently Numerous.

Rule 23(a) first requires that a class be sufficiently numerous so as to make joinder of all members impractical. Fed. R. Civ. P. 23(a)(1). Although the Tenth Circuit has eschewed a bright-line rule as to what number of class members satisfies the numerosity test, *Trevizo v. Adams*, 455 F.3d 1155, 1162-63 (10th Cir. 2006), courts in this district have found a class of as few as fifty sufficient. *See Olenhouse v. Commodity Credit Corp.*, 136 F.R.D. 672, 679 (D. Kan. 1991) ("good faith estimate of at least 50 members adversely affected . . . is of sufficient size to be maintained as a class action"); *see also Schell v. Oxy USA, Inc.*, No. 07-1258-JTM, 2009 WL

2355792, at *3 (D. Kan. July 29, 2009) (class of 312 members sufficed based on "sheer" size), *aff'd in part and appeal dismissed in part as moot*, 814 F.3d 1107 (10th Cir. 2016); *Harlow v. Sprint Nextel Corp.*, 254 F.R.D. 418, 424 (D. Kan. 2008) (finding numerosity where there are "over 120 potential class members"). "A court may use common sense in making assumptions to support a finding of numerosity." *Pinkston v. Wheatland Enters., Inc.*, No. 11-CV-2498-JAR, 2013 WL 1302053, at *3 & n.40 (D. Kan. Mar. 27, 2013).

The Court previously found that the members of the Non-Viptera/Duracade Subclass met this requirement. Mem. & Order, ECF No. 2547 at 10, 30-33. Subclasses 2-4 also meet this requirement. With respect to the Viptera/Duracade Purchaser Subclass (Subclass 2), Plaintiffs' expert, Dr. Bruce Babcock, previously estimated that Agrisure Viptera and Duracade purchasers produced at least 1.9 billion bushels a year. *See* ECF No. 2889-2 at 83 (Table 17). Such a large number of bushels could hardly be grown by a small number of individuals; thus, the numerosity requirement is satisfied for Subclass 2.

Numerosity is also clearly satisfied for both of the non-producer subclasses (Subclasses 3 and 4). Based on the lists that have been purchased by BrownGreer, there are approximately 1,569 Grain Handling Facilities in the United States, who are part of the Class and 183 Ethanol Production Facilities. *See* Brown Decl. at ¶¶ 19-20.

b. There are Common Issues of Fact and Law Among Each of the Proposed Class Members.

In addition, Rule 23(a) requires questions of fact or law common to the proposed class as a whole. Fed. R. Civ. P. 23(a)(2). "[F]or purposes of Rule 23(a)(2) even a single common question will do," *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 359 (2011) (internal quotation marks omitted); *accord DG ex rel. Stricklin*, 594 F.3d at 1195, so long as the "determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke," *Dukes*, 564 U.S. at 350; *accord Wallace B. Roderick Revocable Living Trust v. XTO Energy, Inc.*, 725 F.3d 1213, 1218 (10th Cir. 2013).

Again, this Court already found that similar producer classes satisfy this requirement for litigation purposes as to both the Lanham Act and state-law negligence claims. *E.g.*, Mem. & Order, ECF No. 2547, at 10-11. It previously identified such common questions as:

> Syngenta's acts and knowledge in commercializing these products; Syngenta's duty of care with respect to that commercialization; and whether Syngenta breached that duty (in the case of the negligence claims; Syngenta's representations and whether those representations were false or misleading (in the case of the statutory claims); whether Syngenta intentionally interfered with corn producers business expectancies (in the case of the tortious interference claims); China's rejection of corn from the United States, and whether Syngenta's actions cause or contributed to that rejection; the importance of China as an export market; and the effect of China's rejection of the corn market in the United States.

Id. Logically, no different result should follow in the context of the Settlement Class or individual Subclasses, whose claims all depend on proof of Syngenta's acts and knowledge and of China's reason for rejecting U.S. corn and DDGs. *See* Mem. & Order, ECF No. 2547 at 11 ("Essentially, anything concerning Syngenta's actions and the general effects of those actions presents a common question that will be addressed and answered by common proof."); *accord* Order, MN MDL (Nov. 3, 2016) at 19-20.

These above-recognized common questions apply equally to the Viptera/Duracade

Purchaser Subclass. They are not, however, limited to those questions. Questions common to the Viptera/Duracade Purchaser Subclass include: whether Syngenta had a duty to exercise reasonable care in its commercialization of MIR162 and/or Event 5307 corn; whether Syngenta breached its duty of care in its commercialization of MIR162 and/or Event 5307 corn; whether Syngenta was negligent in breaching its duty of care in its commercialization of MIR162 and/or Event 5307 corn; whether Syngenta, through its acts or omissions, caused or contributed to cause the loss of export markets for U.S. corn, including China; whether Syngenta knew or should have known that its acts or omissions would cause or contribute to cause the loss of export markets for U.S. corn, including China; whether the loss of export markets for U.S. corn, including China, resulted in a reduction in the price that corn producers and non-producers received for U.S. corn; whether Syngenta is legally responsible for the loss of U.S. corn export markets and the reduction in the price received for U.S. corn, and whether Plaintiffs and Class members have sustained and continue to sustain damages as a result of Syngenta's conduct, and, if so, the proper measure and appropriate formula to be applied in determining such damages for Subclass. *See* 4th Am. Compl., ECF No. 3505 at ¶ 410. Additionally, in the case of the two non-producer subclasses, the common core questions include those noted above, as well as whether the loss of the Chinese export market for U.S. corn and DDGs resulted in harm to U.S. Grain Handling Facilities and Ethanol Production Facilities. *See id.*

Simply put, to these common questions, "a classwide proceeding [would] generate common answers apt to drive the resolution of the litigation." *Dukes*, 564 U.S. at 350 (citation, internal quotation marks, and emphasis omitted). Because these issues of law and fact can be resolved through generalized proof, the Rule 23(a)(2) commonality requirement is also satisfied within the meaning of *Dukes*.

c. The Representative Plaintiffs' Claims Are Typical of Those of Absent Members.

The third requirement of Rule 23(a) is that "the claims or defenses of the representative parties are typical of the claims or defenses of the class." Fed. R. Civ. P. 23(a)(3). The typicality test "requires a comparison of the claims or defenses of the representative with the claims or defenses of the class." *Taylor v. Safeway Stores, Inc.*, 524 F.2d 263, 270 (10th Cir. 1975), *overruled on other grounds* by *Ruckelshaus v. Sierra Club*, 463 U.S. 680, 687-88 (1983). "A class representative must possess the same interest and suffer the same injury as the class members." *Payson v. Capital One Home Loans, LLC*, No. 07-2282-JTM, 2008 WL 4642639, at *4 (D. Kan. Oct. 16, 2008).

But "[d]emonstrating typicality is not an onerous burden[.]" *Stambaugh v. Kan. Dep't of Corr.*, 151 F.R.D. 664, 677 (D. Kan. 1993); *see also Zapata v. IBP, Inc.*, 167 F.R.D. 147, 160 (D. Kan. 1996). Factual variations among class members do not defeat the typicality test so long as the class representative's claims and those of the absent members are based on the same legal or remedial theory. *Adamson v. Bowen*, 855 F.2d 668, 676 (10th Cir. 1988) (citing authorities); *Penn v. San Juan Hosp., Inc.*, 528 F.2d 1181, 1189 (10th Cir. 1975) (same); *Nieberding v Barrette Outdoor Living, Inc.*, 302 F.R.D. 600, 610 (D. Kan. 2014) ("The interests and claims of the named plaintiff and class members need not be identical[.]"); *Garcia v. Tyson Foods, Inc.*, 255 F.R.D. 678, 689 (D. Kan. 2009). Thus, the typicality test is satisfied where the proposed representative's harm is the type of harm suffered by absent class members, even if the representative's degree of harm may differ. *Smith v. MCI Telecomms. Corp.*, 124 F.R.D. 665, 675 (D. Kan. 1989). Only "vast factual differences" in class members' individual claims will defeat a showing of typicality. *See Doe v. Unified Sch. Dist. 259*, 240 F.R.D. 673, 680 (D. Kan. 2007).

Here, as this Court already found for purposes of the litigation classes, the claims of all members of the proposed Non-Viptera/Duracade Purchaser Subclass (Subclass 1 and by logical extension the other Subclasses) arise from the same conduct by Syngenta, and the Representative Plaintiffs assert the same legal claims for Subclasses that they seek to represent. Specifically, this Court found that "all of the class members are alleged to have suffered the same injury (lower corn prices from a depressed market) resulting from the same conduct." Mem. & Order ECF No. 2547 at 11. Likewise, the Minnesota court also found that the claims here satisfy the typicality requirement of Rule 23. Order, MN MDL (Nov. 3, 2016) at 20-21. The Minnesota court found that "the claims of all members of the proposed class arise from the same conduct by Syngenta and all Plaintiffs assert the same legal claims on behalf of the class that they seek to represent." *Id.*

This same analysis applies equally to the Viptera/Duracade Purchaser Subclass, the Grain Handling Facility Subclass, and the Ethanol Facility Subclass. The respective Representative Plaintiffs of each of those Subclasses have claims that are typical of the claims of the absent Class members they seek to represent because they arise from the same course of conduct by Syngenta and are based on the same legal theories as are the claims of absent members. *See* 4th Am. Compl., ECF No. 3505 at ¶¶ 72-76, 94-403.

In sum, the Class and Subclasses satisfy the typicality requirement of Rule 23(a)(3).

d. The Representative Plaintiffs Are Adequate.

The final Rule 23(a) requirement is that "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). This element "serves to uncover conflicts of interest between named parties and the class they seek to represent." *Amchem*, 521 U.S. at 625 (citing *Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 157-58 n.13

(1982)). The adequacy element requires the proposed class representatives to "assure the court that their interests 'are sufficient to induce vigorous advocacy on their part; that their interests are not antagonistic to those of class members; and that they have the means, including competent counsel, to pursue their case.'" *Robinson v. Gillespie*, 219 F.R.D. 179, 185 (D. Kan. 2003) (quoting *Wyandotte Nation v. City of Kansas City*, 214 F.R.D. 656, 661 (D. Kan. 2003)).

The adequacy of representation inquiry focuses on two issues: (1) whether class counsel are sufficiently qualified and experienced to represent the class; and (2) whether the proposed representatives have any conflicts of interest that create a disincentive to fully prosecute the claims of the class. *Rutter & Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1187-88 (10th Cir. 2002).[8] Both are satisfied here.

First and foremost, this Court and the Minnesota state court have already determined that the Representative Plaintiffs for the Non-Viptera/Duracade Purchaser Subclass are adequate when they were appointed to represent the litigation classes. Indeed, the Kansas and Minnesota Plaintiffs demonstrated their adequacy in having brought their cases all the way to trial. *See* Mem. & Order, ECF No. 2547 at 11; MN MDL Order at 21-23 (Nov. 3, 2016).

The Court should also readily conclude that the Representative Plaintiffs for each of the Subclasses satisfy the adequacy component because, as discussed above, their claims are typical of the absent Class members.[9] The claims of each of the Subclass Representatives arise from the

[8] Once the plaintiff has made a *prima facie* showing of adequate representation, the burden shifts to the defendant; absent evidence to the contrary, a presumption of adequate representation applies. *Decoteau v. Raemisch*, 304 F.R.D. 683, 689 (D. Colo. 2014); *accord Marcus v. Kan., Dep't of Revenue*, 206 F.R.D. 509, 512 (D. Kan. 2002) ("In absence of evidence to the contrary, courts will presume the proposed class counsel is adequately competent to conduct the proposed litigation."); *Zapata*, 167 F.R.D. at 161 (same).

[9] *E.g.*, *Emig v. Am. Tobacco Co.*, 184 F.R.D. 379, 387 (D. Kan. 1998) (noting that "[a]n overlap exists in the typicality and adequacy of representation requirements because if typicality is not present, the class representatives do not have an incentive to vigorously prosecute class claims."); *Commander Properties Corp. v. Beech Aircraft Corp.*, 164 F.R.D. 529, 535 (D. Kan. 1995) (same) (citing *Penn*, 528 F.2d at 1189); *Antonson v. Robertson*, 141 F.R.D. 501, 506 (D. Kan. 1991) ("Typicality also insures that the claims of the class representatives resemble the class' claims to an extent that adequate representation can be expected and conflict of interest can be

exact same conduct by Syngenta and they assert the same legal claims as do the absent members of their respective classes, giving them every incentive to vigorously pursue the claims on behalf of the absent members. This Court and the Minnesota state court recognized this when certifying the litigation classes. Mem. & Order, ECF at 2547; Order, MN MDL (Nov. 3, 2016) at 21.

There is nothing about the Subclass Representatives that would call for a different finding. The Subclass Representatives of the Viptera/Duracade Purchaser Subclass – Charles Cobb (CE Cobb Farms); Robert & Todd Niemeyer (Custom Farm Services LLC) and Marvin Miller – are all corn producers who purchased and grew Viptera and/or Duracade corn seed prior to the end of the Class Period. *See* 4th Am. Compl., ECF No. 3505 at ¶¶ 72-74. As such, their claims, defenses and damages will be the same as the absent Class members in the Viptera/Duracade Purchaser Subclass. Similarly, the Subclass Representative for the Grain Handling Facility – Kruseman Fertilizer Company – owned an Interest in Corn in the U.S. priced for sale during the Class Period. *See id.* at ¶ 75. As such, its claims, defenses and damages will be the same as the absent Class members in the Grain Handling Facility Subclass. Finally, Al-Corn Clean Fuel, LLC ("Al-Corn") owns and operates a biorefinery facility. Al-Corn sold its DDGs on the open market and owned an Interest in Corn in the U.S. priced for sale during the Class Period. *See id.* at ¶ 76. As such, its claims, defenses and damages will be the same as the absent Class members in the Ethanol Production Facility Subclass.

In sum, each of the Plaintiff Representatives, share the overriding interest of all Class Members, which is to obtain the largest possible monetary recovery from this case, making them adequate class representatives.[10]

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avoided.").

[10] *See In re Glob. Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 453 (S.D.N.Y. 2004) (certifying settlement class and finding that "[t]here is no conflict between the class representatives and the other class members. All share the common goal of maximizing recovery."); *In re Corrugated Container Antitrust Litig*., 643

The Class is also adequately represented by attorneys with extensive experience in class action and complex litigation, some of whom Plaintiffs now request be approved as Settlement Class Counsel. Plaintiffs are seeking the appointment of Daniel E. Gustafson, Christopher A. Seeger, and Patrick J. Stueve as Settlement Class Counsel. Patrick J. Stueve was one of four attorneys appointed as Co-Lead and Litigation Class Counsel in this MDL and who, along with the other MDL Co-Lead and Litigation Class Counsel, has led the MDL litigation on behalf of plaintiffs and tried the Kansas case to verdict. Daniel E. Gustafson participated in leading the Minnesota state court litigation as class counsel, in the Minnesota class trial, was one of the lead trial attorneys on behalf of the Minnesota class, and was appointed as a member of the PNC. Christopher A. Seeger, whose firm also was involved in representing Plaintiffs in the MDL litigation and who has extensive experience in litigating and resolving class action and mass tort litigation, was also previously appointed to the PNC. Therefore, Plaintiffs ask the Court to approve the following counsel as Settlement Class Counsel: Daniel E. Gustafson, Christopher A Seeger, and Patrick J. Stueve.

Additionally, each Subclass has been separately represented in the negotiations to ensure protection of absent members in each Subclass. Like proposed Settlement Class Counsel, proposed additional Subclass Counsel, Messrs. Johnson, Wexler, and Cecchi, have extensive experience in class action litigation. Plaintiffs accordingly also ask the Court to approve the following counsel as Subclass Counsel:

- Daniel E. Gustafson, Christopher A Seeger, and Patrick J. Stueve as Non-Viptera/Duracade Purchaser Subclass Counsel (Subclass 1);
- Lynn R. Johnson as Viptera/Duracade Purchaser Subclass Counsel

F.2d 195, 208 (5th Cir. 1981) (certifying settlement class and holding that "so long as all class members are united in asserting a common right, such as achieving the maximum possible recovery for the class, the class interests are not antagonistic for representation purposes.") (quoting district court opinion).

(Subclass 2);

- Kenneth A Wexler as Grain Handling Facility Subclass Counsel (Subclass 3); and

- James E. Cecchi as Ethanol Production Facility Subclass Counsel (Subclass 4).

Attached as Exhibits C-G are resumes for Seeger Weiss LLP, Gustafson Gluek PLLC, Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C., Shamberg Johnson & Bergman, and Wexler Wallace LLP; *see also* ECF No. 2164 at Ex. JJJ (previously-filed resume for Stueve Siegel Hanson LLP).

Each of these counsel are highly experienced in class-action litigation, litigation involving farmers, litigation involving crop contamination by genetically-modified seed strains, or all three.[11] Accordingly, the proposed Class and Subclasses pass muster under Rule 23(a)(4).

2. The Proposed Class and Subclasses Satisfy the Rule 23(b)(3) Requirements.

In order to certify a class under Rule 23(b)(3), the questions of law or fact that are common to the members of a class must predominate over any questions affecting only individual members. Again, this Court has already found that the litigation classes satisfied this standard (ECF No. 2547 at 12-26) and should do so again for the Settlement Class.

As this Court noted in its order certifying the litigation classes, the Supreme Court has recently explained the predominance inquiry:

The predominance inquiry tests whether proposed classes are sufficiently

[11] *See United Food & Commercial Workers Union v. Chesapeake Energy Corp.*, 281 F.R.D. 641, 654 (W.D. Okla. 2012) ("experience and competence of the attorney representing the class" may inform court's Rule 23(a)(4) analysis) (quoting *Lowery v. City of Albuquerque*, 273 F.R.D. 668, 680 (D.N.M. 2011)); *Wakefield v. Monsanto Co.*, 120 F.R.D.112, 117 (E.D. Mo. 1988) (adequacy component met where plaintiff's attorneys "ha[d] shown that they have considerable 'experience in the field in which the suit [is] brought'") (quoting treatise); *Garcia-Mir v. Civiletti*, No. 81-4007, 1981 WL 380696, at *6 (D. Kan. May 12, 1981) (adequacy satisfied where plaintiffs "ha[d] the benefit of competent counsel who have successfully litigated similar cases"); *see generally* Fed. R. Civ. P. 23(g)(1)(A)(i)-(iv) (in appointing class counsel, a court must consider "the work counsel has done," their "experience in handling class actions, other complex litigation, and the types of claims asserted in the action," their "knowledge of the applicable law," and the "resources that [they] will commit").

> cohesive to warrant adjudication by representation. This calls upon courts to give careful scrutiny to the relation between common and individual question in a case. An individual question is one where members of a proposed class will need to present evidence that varies from member to member, while a common question is one where the same evidence will suffice for each member to make a prima facie showing or the issues is susceptible to generalized, class-wide proof. The predominance inquiry asks whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating individual issues. When one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) even though other important matters will have to be tried separately, such as damages or some affirmative defenses peculiar to some individual class members.

ECF No. 2547, at 12 (quoting *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016) (internal citations and quotation marks in *Tyson* omitted). This Court went on to recognize that Plaintiffs all "allege that the same conduct by Syngenta caused the same injury (lower corn prices); thus, this litigation involves a great many common questions, including all issues regarding Syngenta's conduct and the effects of that conduct." *Id*. at 12-13. The Court listed the many common questions raised in this litigation. *Id.* at 13.

Here, the common issues discussed above also satisfy the Rule 23(b)(3) predominance test because they tower over any questions pertaining to individual Class members, including members of each Subclass. As discussed above, and as this Court knows from witnessing the Kansas trial, the central issues in this litigation with respect to *each* of the Classes are Syngenta's representations, acts, and omissions in connection with its aggressive commercialization of Viptera and Duracade, Syngenta's knowledge that Chinese approval was anything but imminent and, given the unrestrained scope of commercialization, that contamination of the U.S. corn supply was inevitable, and that Syngenta actually foresaw, or at very least should have foreseen, that the loss of an important U.S. corn and DDGs export market was likely. This Court, as it did previously, and as the Minnesota court did, should find that common questions predominate with

respect to the Class and Subclasses. Mem. & Order, ECF No. 2547, at 26; Order, MN MDL (Nov. 3, 2016), at 35.

Finally, under Rule 23(b)(3), Plaintiffs also must show that a class action is superior to individual actions, which is evaluated by four considerations:

> (A) the class members' interests in individually controlling the prosecution or defense of separate actions;
>
> (B) the extent and nature of any litigation concerning the controversy already begun by or against class members;
>
> (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
>
> (D) the likely difficulties in managing a class action.

Fed. R. Civ. P. 23(b)(3).

Again, this Court previously found that "class actions would be superior to other methods of adjudication of these claims." Mem. & Order, ECF No. 2547 at 27. The Court also noted that "although both predominance and superiority must be shown under Rule 23(b)(3), the predominance of common issues in this case makes class resolution superior to litigation of individual suits by all of the class members." *Id.* (citing *In re Urethane Antitrust Litig.*, 237 F.R.D. 440, 453 (D. Kan. 2006)).

Although this Court also noted that it did not foresee any particular difficulties in the management of this litigation on a class basis, and that ascertaining class membership did "not require difficult individualized inquiries," *id.*, manageability of the litigation is not an issue for purposes of certifying a settlement class. *Amchem*, 521 U.S. at 620.

Moreover, for the reasons that Plaintiffs previously explained with respect to the litigation classes, individual Class members' damages, while not insignificant, are simply dwarfed by the amounts that would be necessary to hire counsel and experts and wage full-throttle litigation

against a well-financed corporate defendant such as Syngenta, and thus are "negative value" claims, strongly tipping the balance in favor of the superiority of class treatment. *See, e.g.*, Mem. & Order, ECF No. 2164 at 117-19; *see also* MN MDL, Order at 37 (Nov. 3, 2016) (finding that "the amounts at stake per farm are small enough that separate suites may be impracticable for many class members."); *Kerner v. City & Cnty. of Denver*, No. 11-CV-00256-MSK-KMT, 2012 WL 7802744, at *12 (D. Colo. Nov. 30, 2012) ("[O]ne of the most compelling rationales for finding superiority in a class action is the existence of a negative value suit."), *report and recommendation adopted*, 2013 WL 1222394 (Mar. 25, 2013).

In sum, the proposed Settlement Class and Subclasses warrant provisional certification, along with the appointment of Settlement Class Counsel, Subclass Counsel, and Representative Plaintiffs, as set forth above.

C. NOTICE SHOULD BE DISSEMINATED TO THE CLASS.

Rules 23(e) and 23(h) require that court-approved notice of the Settlement distributed to all reasonably identifiable Class members. *DeJulius v. New England Health Care Emp. Pension Fund*, 429 F.3d 935, 939 (10th Cir. 2005); 4 *Newberg on Class Actions* § 8:23. Rule 23(e)(1) provides that "[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal."

Here, Plaintiffs propose a robust Notice Plan that more than satisfies the aforementioned requirements as well as the mandates of due process. Specifically, Plaintiffs propose individual notice by first-class mail. This mailing will be sent to a list compiled by the Notice Administrator. The Notice Administrator will compile this list by obtaining the names and addresses of U.S. corn producers who received crop subsidies in any year 2013-2017 from the FSA, and will supplement this list with any additional names and addresses contained in specialty mailing lists for U.S. corn producers previously purchased and utilized in sending

notice to various Class Members regarding the original class certification orders in the various litigation. In addition, the Notice Administrator has purchased mailing lists for Ethanol and Grain facilities in the United States. *See* Ex. A, Ex. 5 to SA; Brown Decl. at ¶¶ 19-20. Again, as previously discussed, prior to mailing, all mailing addresses will be checked against the NCOA database maintained by the Postal Service, best available efforts will be made to obtain current and accurate addresses for all Class members and duplications and excluded individuals and entities will be removed. Ex. A, Ex. 5 to SA.

Direct mail notice will be augmented by publication notice in various farm- or corn-trade journals and social media outlets read or accessed by Class members, as well as dissemination of the publication notice through corn-trade organizations. *Id.* The Claims Administrator also will post the notices and related documents on the dedicated settlement website. *Id.*; *see also* Section IV.B.1, *supra* (discussing proposed notice campaign).

The proposed Long Form Notice, *see* Ex. A, Ex. 3 to SA (proposed Long-Form Notice), follows the question-and-answer format recommended by the Federal Judicial Center. It describes:

- the allegations and pertinent procedural history of this class action (question 2);
- the Class definition (questions 5-8);
- the terms of the proposed settlement, and the proposed method of allocation and distribution, (questions 10-13);
- how to submit an objection thereto (question 27);
- the process for opting out of the Settlement (question 20);
- the anticipated process for submitting a claim (question 16);
- the scope of the release and binding effect of the settlement (question 18);
- the prospective petition for attorneys' fees, incentive/case contribution awards to the representative Plaintiffs, reimbursement of litigation expenses, and instructions on to how to submit an objection thereto (question 26, 27);
- details about the fairness hearing (questions 28-30); and
- information on how Class members may obtain additional information, including a copy of the settlement agreement and other pertinent documents (question 32).

The contents of the proposed Notice, and the proposed method of its dissemination, comport with Federal Rules of Civil Procedure 23(c)(2)(B), 23(e), and 23(h), as well as due process. *See generally Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175-77 (1974) (due process is satisfied by mailed notice to all Class members who reasonably can be identified).

Accordingly, the Court should approve the form and plan of dissemination of Class Notice concerning the proposed Settlement. The Court should also appoint BrownGreer as Notice Administrator and Claims Administrator for this Settlement. BrownGreer is highly experienced in implementing both notice plans that satisfy the requirements of due process and a claims administration plan that is user-friendly, streamlined and will provide Class Members, Settlement Class Counsel and the Court with the necessary support. Indeed, it has prior experience administering the Bayer LLRICE GMO settlement. *See* Brown Decl. at ¶ 9.

D. THE COURT SHOULD APPOINT SPECIAL MASTERS TO OVERSEE THE SETTLEMENT

The Settlement Agreement contemplates the appointment of Ms. Reisman and Judge Stack as Special Masters to oversee various aspects of the Settlement. *See* Ex. A, SA § 2.63. Pursuant to the Settlement Agreement, the Special Masters will have oversight into some aspects of the Claims Process as well as overseeing certain disputes that may arise in the implementation of the Settlement. *See, e.g., id.* at §§ 3.7.3.1-3.7.3.3, 3.9.1-3.9.2, 9.18.3.

The appointment of a Special Master to oversee complex settlements is not unusual. *E.g.*, *In re Actos (Pioglitazone) Prods. Liab. Litig.*, 274 F. Supp. 3d 485, 508 (W.D. La. 2017) ("This Court has kept in close communication with the Special Master and continued to monitor, guide, and oversee the progress of this matter, and is convinced that due, in large part, to the continuing administration, oversight, and management by the Special Master, PSC leadership and defense settlement counsel, all working closely with BrownGreer, that the settlement process has been a

model of efficiency."); *In re Pool Prods. Distrib. Mkt. Antitrust Litig.*, No. MDL 2328, 2015 WL 4528880, at *3 (E.D. La. July 27, 2015) ("The Court held a preliminary fairness and settlement class certification hearing on August 14, 2014. On August 22, 2014, the Court appointed Richard C. Stanley as Special Master, in accordance with Rule 53 of the Federal Rules of Civil Procedure, to assist in implementing any subsequent settlements."); *Active Prods. Corp. v. A.H. Choitz & Co.*, 163 F.R.D. 274, 283 (N.D. Ind. 1995) ("Recently, many courts have expressly appointed special masters to achieve settlements in complex litigation."); *see also* Fed. R. Civ. P. 53(a)(1)(C) (allowing courts to appoint masters for "posttrial matters"); David F. Herr, *Annotated Manual for Complex Litigation, Fourth* § 21.661, at 442 (rev. ed. 2016) ("Judges often appoint a claims administrator or special master and describe the duties assigned in the order approving the settlement agreement.").

Indeed, such appointments promote judicial efficiency because they relieve the Court from being bogged down by the administration of the settlement. Especially in a case such as this, where there are likely to be tens of thousands of claims, which may result in the need to address issues relating to whether claims were timely and properly filed, whether the information on a claim form is sufficient, and whether putative opt-outs are valid, among other things. These types of disputes can be handled more efficiently by Special Masters without the need for Court involvement.

In this case, Ms. Reisman and Judge Stack have been intimately involved in the Settlement process from the beginning. They are well versed in the terms of the Settlement Agreement, have a good working relationship with all the Parties and are the logical individuals to appoint to this role. As such, the Parties request appointment of Ellen K. Reisman and the Honorable Daniel Stack as Special Masters to oversee the duties of the Special Masters as

specified in the Settlement Agreement.

E. THE COURT SHOULD ADOPT THE PROPOSED SCHEDULE FOR FINAL APPROVAL PROCEEDINGS

Finally, as part of their request for preliminary approval of the Settlement, Plaintiffs request that the Court adopt the proposed schedule for the Rule 23(e) Final Approval Proceedings, as set forth in section 4.6 of the Settlement Agreement:

ACTION	TIMING
First Mailing of Class Notice	10 days after issuance of the Preliminary Approval Order
First Installment of Gross Settlement Proceeds Paid into Escrow	No later than 30 days after execution of the Settlement Agreement
Opt-Out Deadline	90 days after First Mailing of Class Notice
Opt-Out List	30 days after the Opt-Out Deadline
Notice Completion Date	150 days after First Mailing of Class Notice
Claims Deadline	150 days after First Mailing of Class Notice
Syngenta Walk Away Deadline	30 days after receipt of Opt-Out List, unless otherwise extended
Motion for Final Approval Deadline	14 days after Syngenta Walk Away Deadline
Fee and Expense Application Deadline	30 days before Objection Filing Deadline

ACTION	TIMING
Objection Filing Deadline	90 days after First Mailing of Class Notice
Objection Response Deadline	30 days after Objection Filing Deadline
Second Installment of Gross Settlement Proceeds Paid into Escrow Account	On or before March 31, 2018
Final Installment of Gross Settlement Proceeds Paid into Escrow Account	The later of April 1, 2019 or within 30 days after entry of the Final Approval Order

CONCLUSION

For the foregoing reasons, the Court should grant preliminary approval to the Settlement, including approval of the method of allocation and distribution; provisional certification of the Settlement Class and Subclasses, and appointment of Settlement Class Counsel, Subclass Counsel, and Class and Subclass Representatives; approval of the Notice Plan, the Long Form Notice, Publication Notice, and Claim Forms; appointment of the Notice Administrator and Claims Administrator; authorization to disseminate notice to Class members; appointment of Special Masters Ellen K. Reisman and the Honorable Daniel Stack to oversee the settlement; and adoption of a schedule for the final approval process. A proposed order is being submitted herewith.

Dated: March 12, 2018

Respectfully Submitted,

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Proposed Subclass Counsel for the Ethanol Production Facility Subclass (Subclass 4)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on March 12, 2018, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which sent notification of such filing to all counsel of record.

/s/ Patrick J. Stueve
Plaintiffs' Co-Lead, Liaison, and Class Counsel for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

IN RE SYNGENTA AG MIR162 CORN LITIGATION **THIS DOCUMENT RELATES TO ALL CASES EXCEPT:** ***Louis Dreyfus Company Grains Merchandising LLC v. Syngenta AG, et al., No. 16-2788-JWL-JPO*** ***Trans Coastal Supply Company, Inc. v. Syngenta AG, et al., No. 2:14-cv-02637-JWL-JPO*** ***The Delong Co., Inc. v. Syngenta AG et al., No. 2:17-cv-02614-JWL-JPO*** ***Agribase International Inc. v. Syngenta AG, et al., No. 2:15-cv-02279***	**Master File No. 2:14-MD-02591-JWL-JPO** **MDL No. 2591**

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EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

IN RE SYNGENTA AG MIR 162 CORN LITIGATION	Master File No. 2:14-MD-02591-JWL-JPO
THIS DOCUMENT RELATES TO:	MDL No. 2591
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AGRISURE VIPTERA/DURACADE CLASS SETTLEMENT AGREEMENT

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AGRISURE VIPTERA/DURACADE CLASS SETTLEMENT AGREEMENT

This Agreement is made and entered into as of the 26th day of February, 2018 by and among the Representative Plaintiffs, individually and as proposed representatives of all Class Members, by and through Settlement Class Counsel, Subclass Counsel, and the Plaintiffs' Negotiating Committee, and Syngenta, by and through its attorneys (collectively referred to herein as the "Parties"). The Parties intend this Agreement to resolve, discharge, and settle the Released Claims of Class Members fully, finally, and forever in accordance with the terms and conditions set forth below.

WITNESSETH

WHEREAS, there is a consolidated and coordinated multidistrict litigation pending in the United States District Court for the District of Kansas, styled *In re Syngenta AG MIR 162 Corn Litigation*, MDL No. 2591 (the "MDL Actions"), composed of actions relating to Agrisure Viptera and/or Agrisure Duracade Corn Seed that Syngenta introduced and marketed in the United States;

WHEREAS, there are actions similar to the MDL Actions pending in other courts, including, without limitation, in the Fourth Judicial District Court, County of Hennepin, State of Minnesota, styled *In re Syngenta Class Action Litigation*, Court File No. 27-CV-15-12625 and *In re Syngenta Litigation*, Court File No. 27-CV-15-3785, in the United States District Court for the Southern District of Illinois, styled *In re Syngenta Actions*, No. 3:15-cv-01221 and No. 3:16-cv-01379, and in the Circuit Court of the First Judicial Circuit, Williamson County, Illinois, styled *In re Syngenta Litigation*, No. 15-L-157 (collectively, and with other actions as set forth in Exhibit 1, and similar actions, the "Related Actions");

WHEREAS, Representative Plaintiffs allege on behalf of themselves and Class Members that Syngenta prematurely commercialized and otherwise inappropriately marketed and sold

Agrisure Viptera and/or Agrisure Duracade Corn Seed, causing contamination of the United States Corn supply and significant disruption to the export of United States Corn and Corn products, and that the Representative Plaintiffs and the Class Members were harmed by the conduct alleged in the Complaint;

WHEREAS, Syngenta denies any and all Claims and has asserted various defenses that it believes are meritorious;

WHEREAS, the Parties agree that this Agreement shall not be deemed or construed as an admission or as evidence of any violation of any statute or law, or of any liability or wrongdoing by any of the Released Parties, or of the merit of any of the Claims or allegations alleged in the MDL Actions, the Related Actions, or otherwise, or the merit of any of the potential or asserted defenses to those allegations, or as a waiver of any such defenses;

WHEREAS, the Parties have conducted a thorough examination and investigation of the facts and law relating to the asserted and potential Claims and defenses and the alleged harm caused by Syngenta's marketing and sale of Agrisure Viptera and/or Agrisure Duracade Corn Seed and assessed the various risks of future litigation including risks from any future appeals in the MDL Actions and the Related Actions;

WHEREAS, settlement discussions began in 2016 in mediation sessions conducted by the Special Masters, including several months of extensive, arm's-length, adversarial, and, at times, contentious negotiations; ultimately, through an extended series of mediation and negotiation sessions, the Parties reached a settlement pursuant to this Agreement (the "Settlement");

WHEREAS, Settlement Class Counsel and Subclass Counsel, under the supervision of the Special Masters, conducted extensive, arm's length, adversarial, and, at times, contentious negotiations; ultimately, through an extended series of negotiation sessions, Settlement Class

Counsel and Subclass Counsel reached a settlement pursuant to this Agreement to allocate the settlement proceeds between the Subclasses as set forth in this Agreement.

WHEREAS, Settlement Class Counsel, Subclass Counsel, and Plaintiffs' Negotiating Committee have concluded, after extensive factual examination and investigation and after careful consideration of the circumstances, including the Claims asserted in the Complaint and in the Related Actions, and the possible legal and factual defenses thereto, that it would be in the Class Members' best interests to enter into this Agreement to avoid the uncertainties, burdens, risks, and delays inherent in litigation and subsequent appeals and to assure that the substantial benefits reflected in this Agreement are obtained for Class Members in an expeditious manner; and, further, that this Agreement is fair, reasonable, adequate, and in the best interests of the Representative Plaintiffs and the Class Members;

WHEREAS, Syngenta, despite its belief that it has strong defenses to the Claims described in this Agreement, and in the interests of its ongoing business in the Corn industry in the United States, has agreed to enter into this Agreement to reduce and avoid the further expense, burden, risks, and inconvenience of protracted litigation and subsequent appeals and to resolve finally and completely Representative Plaintiffs' and other Class Members' Claims;

NOW, THEREFORE, the Parties agree that the MDL Actions, as well as related actions pending in other jurisdictions, filed by Class Members, shall be settled, compromised, and/or dismissed with prejudice on the terms and conditions set forth in this Agreement, without expenses to Syngenta (except as provided in this Agreement), subject to the Court's approval of this Agreement as a fair, reasonable, and adequate settlement under Fed. R. Civ. P. 23(e).

1. CLASS DEFINITION

The Parties agree and consent, for settlement purposes only, to the certification of the

following settlement class and settlement subclasses under Fed. R. Civ. P. 23(b)(3) (the "Settlement Class"):

1.1 Settlement Class: Any Person in the United States that during the Class Period owned any Interest in Corn in the United States priced for sale during the Class Period and falls into one of the four sub-classes set forth in Section 1.2 below.

1.2 Settlement Subclasses:

1.2.1 Subclass 1: Any Producer in the United States that during the Class Period owned any Interest in Corn in the United States priced for sale during the Class Period, excluding Producers that, at any time prior to the end of the Class Period, purchased Agrisure Viptera and/or Agrisure Duracade Corn Seed and produced Corn grown from Agrisure Viptera and/or Agrisure Duracade Corn Seed.

1.2.2 Subclass 2: Any Producer in the United States that during the Class Period owned any Interest in Corn in the United States priced for sale during the Class Period and that, at any time prior to the end of the Class Period, purchased Agrisure Viptera and/or Agrisure Duracade Corn Seed and produced Corn grown from Agrisure Viptera and/or Agrisure Duracade Corn Seed.

1.2.3 Subclass 3: Any Grain Handling Facility in the United States that during the Class Period owned any Interest in Corn in the United States priced for sale during the Class Period.

1.2.4 Subclass 4: Any Ethanol Production Facility in the United States that during the Class Period owned any Interest in Corn in the United States

priced for sale during the Class Period.

1.3 Excluded from the Settlement Class are the following: (a) the Court and its officers, employees, appointees, and relatives; (b) Syngenta and its affiliates, subsidiaries, officers, directors, employees, contractors, agents, and representatives; (c) all plaintiffs' counsel in the MDL Actions or the Related Actions; (d) government entities; (e) Opt-Outs; and (f) the Excluded Exporters.

2. OTHER DEFINITIONS

As used in this Agreement and its exhibits, the following terms shall have the meanings set forth below. Terms used in the singular shall include the plural and vice versa.

2.1 "Agreement" means this Agrisure Viptera/Duracade Class Settlement Agreement, together with the exhibits attached to this Agreement, which are incorporated in this Agreement by reference.

2.2 "Agrisure Viptera and/or Agrisure Duracade Corn Seed" means Corn seed containing Syngenta events MIR162 and/or Event 5307.

2.3 "Allocation Methodology" means the method of determining and calculating a Compensable Recovery Quantity relating to a Settlement Claim, authenticating Settlement Claims, allocating Gross Settlement Proceeds among the Class Members, and the timing and method of Settlement Fund distributions as set forth in Section 3.7.2.

2.4 "CAFA Notice" means the notice of this Settlement to be served by Syngenta upon state and federal regulatory authorities as required by Section 3 of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

2.5 "Claim" means all claims made, or which could have been made, by any Person against any of the Released Parties arising out of Syngenta's commercialization of Agrisure

Viptera and/or Agrisure Duracade Corn Seed.

2.6 "Claim Form" shall mean an electronic or paper document containing the information and fields substantially in the form set forth in the "Producer Claim Form," "Grain Handling Facility Claim Form," and "Ethanol Production Facility Claim Form" set forth in Exhibit 2. The Claim Form shall be submitted under penalty of perjury, based on the Class Members' knowledge, information, and belief, to the Claims Administrator by a Class Member submitting a Settlement Claim under this Agreement.

2.7 "Claims Administrator" means BrownGreer PLC. In the event that the Claims Administrator can no longer serve for any reason, Settlement Class Counsel and Syngenta shall jointly select a new Claims Administrator. In no event shall the Claims Administrator be a Person other than one agreed upon by Settlement Class Counsel and Syngenta.

2.8 "Claims Administrator's Final Report" means the Claims Administrator's final report to Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Committee, Syngenta, the Special Masters, and the Court, reporting (1) the total number of Class Members that properly and timely made a Settlement Claim for compensation in connection with this Agreement; (2) the identity of each such Class Member; and (3) each such Class Member's Compensable Recovery Quantity, if any, for each of Marketing Years 2013-17.

2.9 "Claims Administrator's Preliminary Report" means the Claims Administrator's preliminary report to Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Committee, Syngenta, the Special Masters, and the Court reporting (1) the total number of Class Members that properly and timely made a Settlement Claim to apply for compensation in connection with this Agreement; (2) the identity of each such Class Member; and (3) each such Class Member's Compensable Recovery Quantity, if any, for each of Marketing Years 2013-17.

2.10 "Claims Deadline" means the final date to submit a Claim Form, which is 150 days after Settlement Class Counsel first publish the Class Notice to the Settlement Class pursuant to the Notice Plan.

2.11 "Class Member" means a member of the Settlement Class.

2.12 "Class Notice" means notice to the Class Members of this Agreement substantially in the form and following the procedures described in the Notice Plan and established by order of the Court and to be administered by Settlement Class Counsel under the direction and jurisdiction of the Court.

2.13 "Class Period" means September 15, 2013 through the date of the Preliminary Approval Order.

2.14 "Class Releasors" means all Class Members, as well as their successors, heirs, executors, trustees, administrators, assigns, predecessors, affiliates, related companies, subsidiary companies, holding companies, insurers, affiliates, current and former attorneys, and their current and former members, partners, officers, directors, agents, and employees, all in their capacity as such. Opt-Outs and Persons specifically excluded from this Settlement as set forth in Section 1.3 above are not Class Releasors

2.15 "Compensable Recovery Quantity" means:

2.15.1 For Class Members that are Producers: a Corn bushel for which a Producer Class Member is entitled to make a recovery under the Allocation Methodology. A Producer's Compensable Recovery Quantity shall be determined as follows:

2.15.1.1 For any acreage reported to USDA for Form FSA 578 purposes, Form FSA 578 shall be the exclusive manner in which

acreage is determined. The Claims Administrator shall first determine the number of Corn acres reported on the Producer's Form FSA 578 in each Marketing Year, exclusive of acres reported as failed or for sileage, which shall be multiplied by the Producer's share in those acres as reported on the Form FSA 578. The Claims Administrator shall then convert the Producer's acreage in each Marketing Year to bushels by (a) multiplying the Producer's acreage by the average county yield as reported by USDA NASS (or if no county yield is reported, the nearest average yield available as determined by the Claims Administrator); (b) deducting the percentage of bushels reported as "fed on farm" as reported on the Producer's Claim Form; (c) multiplying the resulting bushels in each Marketing Year according to a weighted average; and (d) summing the resulting bushels.

2.15.1.2 For any acreage not reported to USDA for Form FSA 578 purposes, but for which RMA Data is available, RMA Data shall be the exclusive manner in which acreage is determined. For this acreage, Compensable Recovery Quantity shall be determined in the same manner as that stated above except using RMA Data instead of Form FSA 578 data.

2.15.1.3 For any acreage not reported to USDA for Form FSA 578 purposes and for which RMA Data is not available (including Claims by landlords whose Interest is not reflected in Form FSA 578

or RMA Data), Compensable Recovery Quantity shall be determined in the same manner as that stated above, except using information reported on the Claim Form.

2.15.1.4 To the extent that a conflict arises because one or more landlords and one or more farmers submit Claims Forms for the same acreage, the Claims Administrator shall allocate to each Class Member a percentage of the Compensable Recovery Quantity for that acreage such that the total percentage equals 100%. Any disputes over that allocation determination shall be resolved by the Special Masters pursuant to Section 9.18.3.

2.15.2 For Class Members that are Grain Handling Facilities: a Corn bushel for which a Grain Handling Facility Class Member is entitled to make a recovery under the Allocation Methodology. A Grain Handling Facility's Compensable Recovery Quantity shall be determined as follows:

2.15.2.1 The Claims Administrator shall (a) determine the number of Corn bushels reported as sold on the Grain Handling Facility's Claim Form in each Marketing Year; (b) multiplying the resulting bushels in each Marketing Year according to a weighted average; and (c) summing the resulting bushels.

2.15.3 For Class Members that are Ethanol Production Facilities: a short ton of DDGs for which an Ethanol Production Facility Class Member is entitled to make a recovery under the Allocation Methodology. An Ethanol

Production Facility's Compensable Recovery Quantity shall be determined as follows:

2.15.3.1 The Claims Administrator shall (a) determine the number of short tons of DDGs reported as sold on the Ethanol Production Facility's Claim Form in each Marketing Year; (b) multiplying the resulting short tons in each Marketing Year according to a weighted average; and (c) summing the resulting short tons.

2.16 "Complaint" means the Third Amended Class Action Master Complaint, filed as ECF No. 2531 on the MDL No. 2591 master docket, and any amendments of that document from the time of execution of this Agreement up to and including the time the Parties submit this Agreement to the Court pursuant to Section 3.2, including a Fourth Amended Class Action Master Complaint, which Settlement Class Counsel shall seek leave from the Court to file and which shall be attached as an exhibit to the Motion for Preliminary Approval.

2.17 "Corn" means Corn produced in the United States, and/or DDGs resulting from that Corn, priced for sale after September 15, 2013.

2.18 "Court" and "MDL Court" mean the Honorable John W. Lungstrum, or if he is unavailable, another judge of the United States District Court for the District of Kansas presiding over *In re Syngenta AG MIR 162 Corn Litigation*, MDL No. 2591.

2.19 "DDGs" means Dried Distillers Grains produced by Ethanol Production Facilities as a byproduct of ethanol production and priced for sale after September 15, 2013.

2.20 "Escrow Account" means the escrow account to be established by orders of the Court and to be administered by the Claims Administrator under the direction and jurisdiction of the Court to hold the Gross Settlement Proceeds. The Parties shall move the Court to establish the

Escrow Account as a "Qualified Settlement Fund" within the requirements of Treas. Reg. § 1.468(B)-1(c), and the Parties shall for all purposes treat the Escrow Account as a Qualified Settlement Fund established and operated in accordance with the requirements and purposes of that regulation.

2.21 "Ethanol Production Facility" means all ethanol plants, biorefineries, or other entities in the United States that during the Class Period produced or purchased DDGs in the United States and priced those DDGs for sale.

2.22 "Excluded Exporter" means Archer Daniels Midland Company, Bunge North America, Inc., Cargill, Incorporated, Cargill, International SA, Louis Dreyfus Company, BV, Louis Dreyfus Company, LLC, Louis Dreyfus Company Grains Merchandising, LLC, Gavilon Grain, LLC, Trans Coastal Supply Company, Inc., Agribase International Inc., or the Delong Co. Inc., and their respective parent(s) and each of their predecessors, affiliates, assigns, successors, related companies, subsidiary companies, holding companies, insurers, reinsurers, current and former attorneys, and their current and former members, partners, officers, directors, agents, and employees, in their capacity as such, any licensees, distributors, retailers, seed dealers, seed advisors, other resellers, and their insurers, and affiliates, in their capacity as such. Excluded Exporter does not include, however, any Grain Handling Facilities or Ethanol Production Facilities except those operated, owned (in whole or in part, directly or indirectly), or administered by one of the entities specifically listed in this paragraph.

2.23 "Execution Date" means the date on which this Agreement is fully executed by the Parties.

2.24 "Fairness Hearing" means the hearing conducted by the Court in connection with determining the fairness, adequacy, and reasonableness of this Agreement under Fed. R. Civ. P.

23(e). The date of the Fairness Hearing shall be communicated to Class Members in the Class Notice.

2.25 "Fee and Expense Applications" means the applications by Settlement Class Counsel and other counsel representing Class Members for the award of attorneys' fees, costs, and expenses to Settlement Class Counsel and other counsel who performed work for the benefit of Class Members and service awards to the Representative Plaintiffs as set forth in Section 7.2 of this Agreement.

2.26 "Fee and Expense Award" means an order of the Court, entered in consultation with and approved by the Honorable David R. Herndon of the United States District Court for the Southern District of Illinois and the Honorable Laurie J. Miller of the Fourth Judicial District Court, County of Hennepin, State of Minnesota, granting, in whole or in part, the Fee and Expense Applications.

2.27 "Final" with respect to this Agreement means one of the following conditions has occurred: (1) if no timely appeal of the Final Approval Order by the Court is taken, then upon expiration of the time for any Class Member to appeal the Final Approval Order; or, (2) if there are any timely appeals of the Final Approval Order, then (i) all appellate courts with jurisdiction affirm the Final Approval Order or (ii) the appeal is dismissed or denied such that the Final Approval Order is no longer subject to further appeal.

2.28 "Final Approval" means the Court's issuance of an order and judgment granting final approval of this Agreement pursuant to Fed. R. Civ. P. 23(e), such order and judgment granting final approval of this Agreement to be termed the Court's "Final Approval Order." Final Approval and the Final Approval Order need not include the Fee and Expense Award.

2.29 "Final Effective Date" means the date upon which the Final Approval Order

approving this Agreement becomes Final.

2.30 "FSA" means the U.S.D.A.'s Farm Service Agency.

2.31 "Grain Handling Facility" means all grain elevators, grain distributors, grain transporters, or any other entities in the United States that during the Class Period (i) purchased Corn and then priced Corn in the United States for sale during the Class Period; and/or (ii) that purchased Corn and then transported, stored or otherwise handled Corn that was priced for sale during the Class Period.

2.32 "Gross Settlement Proceeds" means One Billion Five Hundred and Ten Million U.S. Dollars ($1,510,000,000.00). The Gross Settlement Proceeds shall include, without limitation, any attorneys' fees or expenses awarded including but not limited to attorneys' fees or expenses awarded pursuant to the Fee and Expense Applications, as well as the held and unreimbursed expenses incurred by the Special Masters through the date of this Agreement, as contemplated by the orders appointing the Special Masters, as well as the fees and expenses of the Claims Administrator, Notice Administrator, and the Special Masters in connection with this Agreement for time expended after September 25, 2017. Syngenta shall not, under any circumstances, be responsible for, or liable for, payment of any amount under this Agreement in excess of One Billion Five Hundred Ten Million U.S. Dollars ($1,510,000,000.00).

2.33 "Handwritten Signature" means the actual signature by the person whose signature is required on the document. Unless otherwise specified in this Agreement, a document requiring a Handwritten Signature may be submitted by an actual original "wet ink" signature on hard copy, or a PDF or other electronic image of an actual signature, but cannot be submitted by an electronic signature within the meaning of the Electronic Records and Signatures in Commerce Act, 15 U.S.C. §§ 7001, et seq., the Uniform Electronic Transactions Act, or their successor acts.

2.34 (a) "Interest," when used in connection with a Producer's acreage or a Producer's Compensable Recovery Quantity, means (i) the Producer's financial interest as reflected on a Form FSA 578 for Corn acreage covered by such form or, in the alternative, and only if a Producer's Corn acreage is not reported on a Form FSA 578 (ii) the Producer's financial interest as reported on USDA Risk Management Agency ("RMA") forms related to crop insurance applications, or, in the alternative, and only if a Producer's Corn acreage is not reported on a Form FSA 578 or RMA Form, (iii) a financial interest in the Corn, as reflected by other proof including, without limitation, variable rent payable to a landlord or other Person based on a share of the Corn crop or proceeds from the sale of Corn. However, any landlord or other Person that receives only a fixed cash amount for renting the land that did not vary with the type, size of, or pricing for the Corn crop does not have an Interest in Corn. To the extent that a conflict arises between an Interest reflected on a Form FSA 578 and a claim for Corn not reported on a Form FSA 578, the Interest reflected by the Form FSA 578 shall control.

(b) "Interest," when used in connection with a Grain Handling Facility's Compensable Recovery Quantity, means the quantity of Corn handled by the Grain Handling Facility, otherwise known as the throughput.

(c) "Interest," when used in connection with an Ethanol Production Facility's Compensable Recovery Quantity, means the quantity of short tons of DDGs priced for sale by an Ethanol Production Facility.

2.35 "Long-Form Notice" means the long-form notice to Class Members of this Agreement to be submitted to the Court for approval and, once approved by the Court, to be disseminated to Class Members pursuant to the Notice Plan. The Long Form Notice shall be in substantially the form of the proposed Long-Form Notice attached as Exhibit 3.

2.36 "Marketing Year" means from September 1st to August 31st. For example, Marketing Year 2013 refers to the period from September 1, 2013 to August 31, 2014.

2.37 "MDL Co-Lead Counsel" and "Litigation Class Counsel" means William B. Chaney, Don M. Downing, Scott A. Powell, and Patrick J. Stueve.

2.38 "Minnesota Co-Lead Litigation Class Counsel" means Daniel E. Gustafson and William R. Sieben.

2.39 "Minnesota Co-Lead Litigation Counsel for Individual Plaintiffs" means Frank Guerra, IV and Lewis A. Remele, Jr.

2.40 "Motion for Preliminary Approval" means the motion or motions filed by the Parties pursuant to Fed. R. Civ. P. 23(e) to preliminarily approve this Settlement.

2.41 "Non-Producer" means any Person that is an Ethanol Production Facility or Grain Handling Facility in the United States during the Class Period.

2.42 "Notice Administrator" means BrownGreer PLC. In the event the Notice Administrator can no longer serve for any reason, Settlement Class Counsel and Syngenta shall jointly select a new Notice Administrator. In no event shall the Notice Administrator be a Person other than one agreed upon by Settlement Class Counsel and Syngenta.

2.43 "Notice Plan" means the plan to be approved by the Court for providing Class Notice to the Settlement Class in accordance with Fed. R. Civ. P. 23(e). The Notice Plan shall be in substantially the form of the proposed Notice Plan as set forth in Exhibit 4.

2.44 "Opt-Out" means any Class Member that timely and properly submits a request for exclusion from the Settlement Class in accordance with the procedures set forth in this Agreement and approved by the Court and did not timely and properly revoke its request.

2.45 "Opt-Out Deadline" is the last date on which a Class Member may properly and

timely request to be excluded from the Settlement Class as set forth in the table in Section 4.6.

2.46 "Opt-Out List" means a list compiled by the Claims Administrator of all properly and timely Opt-Outs to be provided to Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Committee, and Syngenta within thirty (30) days of the Opt-Out Deadline.

2.47 "Person" means a natural person, corporation, limited liability company, other company, trust, joint venture, association, partnership, or other enterprise or entity, or the legal representative of any of the foregoing.

2.48 "Plaintiffs' Negotiating Committee" means Clayton A. Clark, Daniel E. Gustafson, Christopher A. Seeger, and Mikal C. Watts.

2.49 "Preliminary Approval Order" means the order entered by the Court preliminarily approving the Settlement, conditionally (*i.e.*, provisionally) certifying the Settlement Class and Subclasses, appointing Settlement Class Counsel and Subclass Counsel, approving the Allocation Methodology, approving the Notice Plan, appointing the Special Masters, appointing the Notice Administrator, appointing the Claims Administrator, and setting a schedule for the Final Approval process.

2.50 "Producer" means any Person that has an Interest in Corn produced in the United States that was priced for sale during the Class Period, including any owner, operator, landlord, waterlord, tenant, or sharecropper who shares in the risk of producing Corn and who is entitled to share in the Corn crop available for marketing during the Class Period. A landlord who receives a variable rent payable based on a share of the Corn crop or proceeds from the sale of Corn is a Producer. A landlord who receives only a fixed cash amount for renting the land that did not vary with the size of, or pricing for, the Corn crop is not a Producer.

2.51 "Production Capacity" means the total annual production capability in million-

gallons (MMgal) of ethanol of an Ethanol Production Facility.

2.52 "Publication Notice" means the part of the Notice Plan that includes a summary form of electronic and/or print notice of the proposed Settlement to be published in certain hard copy or electronic formats directed at Class Members, subject to approval of the Court, and substantially in the form attached to this Agreement as Exhibit 5.

2.53 "Released Claims" means any and all Claims released by this Agreement as set forth in Section 6.

2.54 "Released Parties" means Syngenta, along with its parent(s) and each of its predecessors, affiliates, assigns, successors, related companies, subsidiary companies, holding companies, insurers, reinsurers, current and former attorneys, and their current and former members, partners, officers, directors, agents, and employees, in their capacity as such, any licensees, distributors, retailers, seed dealers, seed advisors, other resellers, and their insurers, and affiliates, in their capacity as such. Released Parties include, but are not limited to, the Persons listed on Exhibit 6. The Special Masters shall also be included among the Released Parties. The Excluded Exporters are not Released Parties.

2.55 "Representative Plaintiffs" means collectively Mike DaVault, Bradley DaVault, and David DaVault d/b/a DaVault ArkMo Farms (Subclass 1), Steven A. Wentworth (Subclass 1), Charles B. Lex (Subclass 1), Five Star Farms (Subclass 1), Grafel entities (Beaver Creek Farms, Inc., Demmer Farms, Inc., Grafel Farms, LLC, and D. and S. Grain & Cattle Co.) (Subclass 1), David Polifka (Subclass 1), David Polifka Revocable Living Trust (Subclass 1), Bottoms Farms Partnership (Subclass 1), JPPL, Inc. (Subclass 1), NEBCO, Inc. (Subclass 1), TRIPLE BG Partnership (Subclass 1), David Schwaninger (Subclass 1), Kaffenbarger Farms, Inc. (Subclass 1), Bieber Farm (Subclass 1), Rolling Ridge Ranch, LLC (Subclass 1), Grant Annexstad (Subclass 1),

Roger Ward (Subclass 1), Leroy Edlund (Subclass 1), Charles Cobb (CE Cobb Farms) (Subclass 2), Robert & Todd Niemeyer (Custom Farm Services LLC) (Subclass 2), Marvin Miller (Subclass 2), Kruseman Fertilizer Company (Subclass 3), and Al-Corn Clean Fuel, LLC (Subclass 4).

2.56 "RMA Data" means data collected by various insurance entities related to crop insurance and submitted to the USDA or other government entity.

2.57 "Settlement Claim" means a claim made by a Class Member under this Agreement.

2.58 "Settlement Class Counsel" means, subject to Court approval, Daniel E. Gustafson, Christopher A. Seeger, and Patrick J. Stueve.

2.58.1 "Viptera / Duracade Subclass Counsel" means, subject to Court approval, Lynn R. Johnson who is counsel for Subclass 2.

2.58.2 "Grain Handling Facility Subclass Counsel" means, subject to Court approval, Kenneth A. Wexler who is counsel for Subclass 3.

2.58.3 "Ethanol Production Facility Subclass Counsel" means, subject to Court approval, James E. Cecchi who is counsel for Subclass 4.

2.59 "Settlement Fund" means the Gross Settlement Proceeds deposited into the Escrow Account.

2.60 "Settlement Process" means the process set forth in this Agreement for the submission and evaluation of Claim Forms and the allocation of payments from the Settlement Fund to Class Members.

2.61 "Settlement Website" means the website under the Uniform Resource Locator (URL) www.CornSeedSettlement.com, which is established and maintained by Settlement Class Counsel through the Claims Administrator, as directed by the Preliminary Approval Order approved by the Court.

2.62 "Signature" means the actual signature by the person whose signature is required on the document. Unless otherwise specified in this Agreement, a document requiring a Signature may be submitted by: (i) an actual original "wet ink" signature on hard copy; (ii) a PDF or other electronic image of an actual signature; or (iii) an electronic signature within the meaning of the Electronic Records and Signatures in Commerce Act, 15 U.S.C. §§ 7001, et seq., the Uniform Electronic Transactions Act, or their successor acts.

2.63 "Special Masters" mean Ellen K. Reisman and Hon. Daniel Stack (ret.).

2.64 "Storage Capacity" means the number of Corn bushels that can be stored or transported in existing cars, trucks, bins, elevators, and similar structures owned or operated by a Grain Handling Facility.

2.65 "Syngenta" means Syngenta AG, Syngenta Corporation, Syngenta Crop Protection AG, Syngenta Crop Protection LLC., and Syngenta Seeds, LLC (f/k/a Syngenta Seeds, Inc.), collectively with all of their affiliates and predecessor and successor entities.

2.66 "United States" means the fifty (50) federated states, the District of Columbia, and all U.S. Territories.

2.67 "USDA" means the United States Department of Agriculture.

3. SETTLEMENT TERMS

3.1 Commitment to Support Agreement

3.1.1 The Parties agree that it is in the Class Members' and their best interests to consummate this Agreement and to cooperate with each other and to take all actions reasonably necessary to obtain Court approval of this Agreement and entry of the orders of the Court and other courts that are required to implement its provisions. The Parties also agree to support this Agreement

in accordance with and subject to the provisions of this Agreement.

3.2 Preliminary Approval of Settlement

3.2.1 Settlement Class Counsel shall file a Motion for Preliminary Approval and a motion for the conditional (*i.e.*, provisional) certification of the Settlement Class with the Court within fourteen (14) days after the Execution Date.

3.3 Notice to Putative Class Members

3.3.1 After the Court has entered the Preliminary Approval Order, notice to Class Members shall be disseminated in such form and manner as the Court shall direct. Instructions to access the Settlement Website and electronically submit the applicable Claim Form(s) shall be included with the copy of the Class Notice disseminated to putative Class Members and posted on the Settlement Website. A hard copy of the applicable Claim Form(s) shall be made available upon request by the Claims Administrator.

3.3.2 Settlement Class Counsel and the Notice Administrator shall be responsible for identifying names and addresses of Class Members. Subclass Counsel and Plaintiffs' Negotiating Committee shall provide identifying names and addresses of Class Members they represent.

3.4 Cost of Notice

3.4.1 All costs in connection with implementing the Notice Plan shall be paid from the Settlement Fund; and, once paid shall not be refundable in the event that the Settlement does not become Final, provided, that Syngenta shall be entitled to a refund of any advancement of notice costs that are unused, if any.

3.5 Limited Certification of Settlement Class Only

3.5.1 Syngenta conditionally agrees and consents to certification of the Settlement Class and related Subclasses for settlement purposes only, and within the context of this Agreement only. The Parties' willingness to enter into this Agreement is not an admission as to the propriety or impropriety of any litigation class in this or any other litigation. Except as to the particular Settlement Class and related Subclasses defined in this Agreement, and for the limited purposes of this Agreement, no Party or other litigant shall use any Party's consent to this Agreement as the basis for arguing that any litigation class in this matter may or may not be certified.

3.6 Agreement Not Admissible

3.6.1 Except as set forth in Section 9.12, neither this Agreement nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement is intended to be or may be construed as or deemed to be evidence of an admission or concession by Syngenta of any (i) liability or wrongdoing or of the truth of any allegations in the Complaint against Syngenta, or (ii) infirmity of, or strength of any alleged defense against, the allegations in the Complaint; and neither this Agreement nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement shall be admissible in evidence for any such purpose in any proceeding. The Parties' consent to this Settlement is contingent upon this Agreement becoming

Final. If this Agreement, for any reason, does not become Final or is otherwise terminated, the Parties reserve their respective rights to reassert all of their claims, allegations, objections, and defenses to certification of any class for litigation purposes, and the Parties further agree that none of them shall offer this Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement, as evidence in support of or opposition to a motion to certify any litigation class or for any other litigation purpose.

3.7 Terms of Recovery/Consideration for Settlement Process

3.7.1 Escrow Account and Settlement Fund

3.7.1.1 In full and final settlement of the Released Claims of Class Members, Syngenta agrees to fund the Gross Settlement Proceeds into the Escrow Account. Upon the Final Effective Date of this Agreement, Syngenta shall have no right of reversion in the Gross Settlement Proceeds. In the event, however, that this Agreement, for any reason, does not become Final, that there is no Final Effective Date, or this Agreement is otherwise terminated, Syngenta shall be entitled to a refund of the portion of the Gross Settlement Proceeds that it has deposited into the Escrow Account, minus any amounts that have then been incurred for the fees and expenses of the Claims Administrator and the Notice Administrator, as well as unreimbursed expenses of the Special Masters.

3.7.1.2 Within thirty (30) days after this Agreement has been fully executed,

Syngenta shall deposit Two Hundred Million U.S. Dollars ($200,000,000) of the Gross Settlement Proceeds into the Escrow Account, a portion of which shall be used to pay the fees and expenses of the Claims Administrator and the Notice Administrator, as well as the Class Notice as approved by the Court.

3.7.1.3 Before March 31, 2018, Syngenta shall deposit an additional Two Hundred Million U.S. Dollars ($200,000,000) of the Gross Settlement Proceeds into the Escrow Account.

3.7.1.4 Beginning with the quarter ending March 31, 2018 and until this Agreement is terminated or until Syngenta has fully deposited the Gross Settlement Proceeds into the Escrow Account, Syngenta shall produce, on request, copies of quarterly financial statements, in the form of interim consolidated financial statements, prepared in the ordinary course of business to Settlement Class Counsel, Subclass Counsel, and Plaintiffs' Negotiating Committee. Such financial statements shall not be disclosed to anyone other than Settlement Class Counsel, Subclass Counsel, and Plaintiffs' Negotiating Committee.

3.7.1.5 Within thirty (30) days after the entry of the Final Approval Order or April 1, 2019, whichever is later, Syngenta shall deposit the remainder of the Gross Settlement Proceeds into the Escrow Account.

3.7.1.6 Syngenta's deposits of the Gross Settlement Proceeds into the

Escrow Account shall constitute the Settlement Fund and the Settlement Fund shall be used for purposes of meeting the obligations under this Agreement.

3.7.1.7 Syngenta's payment of the Gross Settlement Proceeds shall relieve Syngenta of any liability with respect to the authentication of Settlement Claims, the allocation of the Gross Settlement Proceeds among the Class Members and the timing and method of Settlement Fund distributions.

3.7.1.8 No portion of the Gross Settlement Proceeds shall be distributed from the Escrow Account prior to the Final Effective Date with the exception of the fees and expenses of the Claims Administrator, the Notice Administrator, and the Special Masters.

3.7.2 Allocation Methodology

3.7.2.1 Payments of settlement compensation to Class Members and the relevant Subclasses shall be made from the Settlement Fund and in accordance with the following Allocation Methodology:

(a) All costs of Settlement administration (including, but not limited to, costs related to Class Notice, the fees and expenses of the Claims Administrator, Notice Administrator, and the Special Masters), as approved by the Court, and the Fee and Expense Award and unreimbursed Special Master expenses, as approved in orders issued by the Court, shall be deducted from the Settlement Fund;

(b) The remainder of the Settlement Fund shall be distributed to Class Members as follows:

(i) To the members of Subclass 2 (Producers who purchased and planted Agrisure Viptera and/or Agrisure Duracade Corn Seed): on a pro rata basis based on each Class Member's approved Compensable Recovery Quantity. The total amount of the Settlement Fund available to members of Subclass 2 shall be capped at Twenty Two Million Six Hundred Thousand U.S. Dollars ($22,600,000) or at a number below Twenty Two Million Six Hundred Thousand U.S. Dollars ($22,600,000) that ensures that the average per-bushel recovery of Subclass 2 shall not exceed the average per-bushel recovery of the members of Subclass 1.

(ii) To the members of Subclass 3 (Grain Handling Facilities): on a pro rata basis based on each Class Member's approved Compensable Recovery Quantity. The total amount of the Settlement Fund available to members of Subclass 3 shall be Twenty Nine Million Nine Hundred Thousand U.S. Dollars ($29,900,000).

(iii) To the members of Subclass 4 (Ethanol Production Facilities): on a pro rata basis based on each Class Member's approved Compensable Recovery Quantity. The total

amount of the Settlement Fund available to members of Subclass 4 shall be Nineteen Million Five Hundred Thousand U.S. Dollars ($19,500,000).

(iv) To the members of Subclass 1 (Producers who did not purchase and plant Agrisure Viptera and/or Agrisure Duracade Corn Seed): on a pro rata basis based on each Class Member's approved Compensable Recovery Quantity. The total amount of the Settlement Fund available to members of Subclass 1 shall be the remaining Settlement Funds after deduction of the amounts set forth in Section 3.7.2.1(a) and (b)(i)-(iii).

3.7.3 Recovery for Class Members

3.7.3.1 Class Members who are Producers must submit a Producer Claim Form, under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information provided is true and correct to the best of the Class Members' knowledge, information, and belief. The Producer Claim Form shall include a release bearing the Producer's Signature, which authorizes the U.S. Government to disclose Form FSA 578 data and RMA Data to the Claims Administrator for the 2013-2017 Marketing Years, and such government data shall be the exclusive manner in which a Producer may document an Interest in acreage, unless no Form FSA 578 data (or RMA Data if no Form FSA 578 data exists) exists. If no Form FSA 578 data (or RMA Data if no

Form FSA 578 data exists) exists for a particular farm or farms, Class Members that are Producers must complete and submit an additional section of the Claim Form providing information that mirrors the information contained on Form FSA 578 and also declaring that no Form FSA 578 or RMA Data exists with respect to that acreage. Class Members who are Producers and who fail to submit signed releases authorizing the government to disclose Form FSA 578 data (or RMA Data) to the Class Administrator or, for Producers for whom no Form FSA 578 data (or RMA Data) exist, or who otherwise fail to properly complete the Claim Form(s), shall have such Claim Form(s) rejected and returned for resubmission under the procedures established and agreed to by the Parties and the Claims Administrator and approved by the Court. All disputes over the adequacy or timeliness of the Claim Forms, whether based on an initial submission or resubmission pursuant to Section 3.7.3.3, shall first be decided by the Claims Administrator. Anyone aggrieved by the decision of the Claims Administrator may appeal that decision to the Special Masters under procedures to be established and agreed to by the Parties for such appeals, provided that the Special Masters' decision shall be final, non-appealable, and not subject to further review.

3.7.3.2 Grain Handling Facilities and Ethanol Production Facilities must submit Grain Handling Facility Claim Forms or Ethanol Production

Facility Claim Forms, respectively, under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information provided is true and correct to the best of the Class Members' knowledge, information, and belief, and shall be required to produce true, accurate, and authentic business records documenting (1) Storage Capacity, if a Grain Handling Facility; (2) Production Capacity, if an Ethanol Production Facility; (3) the number of Corn bushels purchased per Marketing Year; (4) the number of Corn bushels sold per Marketing Year (if any); and (5) the number of short tons of DDGs sold per Marketing Year (if any). The Claim Form must bear the Signature of the authorized business representative. Class Members that are Non-Producers that fail to submit true, accurate, and authentic business records reflecting the foregoing items of information or that otherwise fail to properly complete the Claim Form(s) shall have such Claim Form(s) rejected and returned for resubmission under the procedures established and agreed to by the Parties and the Claims Administrator and approved by the Court. All disputes over the adequacy or timeliness of the Claim Forms shall first be decided by the Claims Administrator. Anyone aggrieved by the decision of the Claims Administrator may appeal that decision to the Special Masters under procedures to be established and agreed to by the Parties for such appeals, provided

that the Special Masters' decision shall be final, non-appealable, and not subject to further review.

3.7.3.3 Rejected Claim Forms must be corrected and resubmitted within thirty (30) days after the Claims Administrator has issued notice of rejection describing the reasons why the Claim Form was rejected. If a Class Member that is required to resubmit a rejected Claim Form does not timely resubmit a corrected Claim Form, the Class Member's Settlement Claim shall be rejected. If, after a second submission, the Class Member has not provided a complete and supported Claim Form sufficient in the determination of the Claims Administrator to establish an entitlement to a recovery under this Agreement and the Allocation Methodology, as required under Section 3.7.2, and as applicable to that Class Member, the Class Member's Settlement Claim shall be rejected. Rejected Settlement Claims shall not be eligible to recover from the Settlement Fund but Class Members asserting such Settlement Claims shall otherwise be bound by this Agreement. Anyone aggrieved by the decision of the Claims Administrator may appeal that decision to the Special Masters under procedures to be established and agreed to by the Parties for such appeals, provided that the Special Masters' decision shall be final, non-appealable, and not subject to further review.

3.7.3.4 All statements made in the Claim Form are sworn statements submitted to the Claims Administrator under penalty of perjury that

the information provided is true and correct to the best of the Class Members' knowledge, information, and belief. All statements and documentary proof submitted in support of a Claim Form are subject to verification, investigation, review, and/or audit by the Claims Administrator. The Claim Form shall also specify that any documents submitted are true, accurate, and authentic copies of documents contemporaneously prepared on or about the date indicated on the document. If the Claims Administrator at any time has reason to believe that a Class Member has made an intentional misrepresentation, omission, or concealment of a material fact in the Claim Form, or has provided fraudulent proof in support of the Class Member's Settlement Claim, the Claims Administrator shall discontinue processing the Settlement Claim and report the alleged intentional misrepresentation, omission, or concealment of material fact and/or alleged fraudulent proof to the Special Masters, the Court, Settlement Class Counsel, and Syngenta. Settlement Class Counsel shall use their best efforts to obtain available USDA data in electronic format, including, without limitation, Form FSA 578 and/or RMA Data, to permit the Claims Administrator to facilitate, supplement, verify, and/or audit claims made by Class Members.

3.7.3.5 The Claims Administrator shall have the authority to modify and/or supplement the Claim Form and any other form required by this Agreement to provide for more efficient administration of the

Settlement, subject to prior written consent by Settlement Class Counsel and Syngenta, provided that no Class Member who previously completed an earlier iteration of the Claim Form shall be required to submit a new Claim Form.

3.7.4 Timing of Distributions to Class Members

3.7.4.1 No distributions to Class Members shall occur until after the Final Effective Date.

3.7.5 Costs of Settlement Administration

3.7.5.1 All costs of settlement administration shall be paid from the Settlement Fund.

3.8 Most Favored Nations

3.8.1 Syngenta shall not enter into any settlement agreement (other than in the course of trial or following a verdict) relating to any Claims against Syngenta until one year after the Final Effective Date with: (a) an Opt-Out or other Person that has a potential Claim against Syngenta but is not a member of the Settlement Class; (b) on terms more favorable to such Person than the terms of this Agreement; and (c) without the prior written consent of Settlement Class Counsel, Subclass Counsel, and the Plaintiffs' Settlement Negotiation Committee, which consent shall be withheld only in good faith. During this Most Favored Nations ("MFN") period, before executing any settlement relating to any Claims against Syngenta, Syngenta shall give no less than fourteen (14) days written notice to Settlement Class Counsel disclosing the terms of the proposed settlement. This provision

shall not apply with respect to claims brought by Excluded Exporters.

3.8.2 The sole and exclusive remedy under this Agreement for any actual or alleged violation by Syngenta of the MFN in Section 3.8.1 is an injunction against Syngenta from making the allegedly more favorable payment. Under no circumstances shall monetary damages be sought against or imposed upon Syngenta for any actual or alleged violation of the MFN.

3.8.3 Any application asserting a violation of the MFN and seeking an injunction as described in Section 3.8.1 must be filed by Settlement Class Counsel in the Court. If Settlement Class Counsel withhold their prior written consent as set forth in Section 3.8.1, Settlement Class Counsel may move the Court for an order enjoining Syngenta from proceeding with the settlement agreement relating to Claims that Settlement Class Counsel contend violates the MFN in Section 3.8.1. Syngenta retains the right to respond to and contest any such application.

3.8.4 The Parties to this Agreement agree that Settlement Class Counsel shall be entitled to seek injunctive relief in the Court on behalf of the Settlement Class for any actual or alleged violation of the MFN without the necessity of proving actual loss or posting a bond. Syngenta further agrees that the Settlement Class would be irreparably harmed by reason of a violation of the MFN contained in this Agreement and that any remedy at law for a breach of the MFN would be inadequate.

3.9 Settlement Statistics, Preliminary Report, Final Report, and Potential Audit Process.

3.9.1 Throughout the Settlement Process, the Claims Administrator, and the Notice Administrator, if necessary, shall compile and make available to Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Committee, Syngenta, and the Special Masters, at their request, reports containing summary statistics detailing the implementation of the Settlement Process. Such reports shall include information regarding the status of the Settlement Process including, without limitation, the Claims Administrator's fees and expenses, the number of proper and timely Opt-Outs, the number and type of Claim Forms received, the number and type of Claim Forms fully processed, the number and type of Claims Forms in process, the number and type of Claim Forms rejected and the reason for same, the number and type of Claim Forms determined by the Claims Administrator to be deficient, and if deficient, the number to have been timely cured, and the number of payments issued pursuant to the Settlement Process. Settlement Class Counsel or Syngenta may request an independent person, to be appointed by the Court and compensated from the Settlement Fund, to audit the work of the Claims Administrator. This audit shall be limited to verifying the billing and/or the accuracy of the work performed by the Claims Administrator.

3.9.2 The Claims Administrator shall issue a Claims Administrator's Preliminary Report and a Claims Administrator's Final Report. The Claims Administrator shall issue the Claims Administrator's Preliminary Report as soon as possible but no later than sixty (60) days after the Claims Deadline;

however, if the volume and timing of submissions close to the Claims Deadline warrants an extension of time to permit its review of submitted and resubmitted Claim Forms pursuant to Section 3.7.3.3, the Claims Administrator may request an extension, which must be approved by Settlement Class Counsel and Syngenta. Based on a clearly erroneous factual determination standard, any Party may appeal within thirty (30) days after the Claims Administrator's issuance of the Preliminary Report; and within thirty (30) days after such appeal, the Special Masters shall make a final and non-appealable determination of any issues presented on appeal and report the determination to Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Committee, Syngenta, the Court, and the Claims Administrator, which reports shall be binding on the Representative Plaintiffs, Class Members, Syngenta, and the Claims Administrator. Then, after all appeals to the Special Masters, if any, are complete, the Claims Administrator shall issue within thirty (30) days the Claims Administrator's Final Report, which shall be submitted to the Court for approval.

3.10 No Duplicative Recovery

3.10.1 Under no circumstances shall a Class Member be entitled under this Agreement to receive duplicative recovery for the same alleged Interest, injury, damages, or for any other compensation for which the Class Member or a different Class Member within the same Subclass, or an Opt-Out, has already been compensated in any action, proceeding, compromise or settlement. Nothing herein, however, shall prevent a Class Member who

has multiple, distinct Interests, including Producer and Non-Producer Interests, from receiving non-duplicative compensation for each such Interest, pursuant to the terms of the Allocation Methodology.

3.11 Stay and Resumption of Proceedings

3.11.1 Counsel for the Parties shall (1) file a joint request, contemporaneous with the filing of the Motion for Preliminary Approval as set forth in Section 3.2.1, for a stay of all proceedings in the MDL Actions as related to the Released Parties (including requesting that any applicable courts defer all trial dates set in any of the Class Members' cases and deferring or holding in abeyance any currently pending motions and discovery), and shall (2) seek an order from the Court prohibiting the prosecution of any pending or subsequently filed litigation by Class Members, and (3) obtain a stay of any other proceedings asserting any of the Released Claims, including, without limitation, the actions listed on the attached Exhibit 1. Proceedings in the Court arising out of and relating to this Agreement, and any other proceeding necessary to effectuate this Agreement in any other action shall be excepted from the stay. In the event the Court does not give Final Approval to this Agreement, the Final Effective Date does not occur, or this Agreement is otherwise terminated, the Parties agree that all stayed proceedings shall resume in a reasonable manner.

3.12 Entry of Final Judgment

3.12.1 If the Court gives Final Approval to this Agreement following the Fairness Hearing, Settlement Class Counsel and Syngenta shall jointly request that

the Court enter a Final Approval Order, including the Court's express determination under Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that orders of dismissal with respect to all Claims by Class Members be deemed as final judgments.

3.13 Public Statements and Websites

3.13.1 Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Committee, and Syngenta and its counsel agree not to make any false or misleading statements in any form regarding the Settlement. Settlement Class Counsel, Subclass Counsel, and Plaintiffs' Negotiating Counsel also agree to seek prior approval from Syngenta regarding any press releases, notices, or public statements about Syngenta or Agrisure Viptera, and/or Agrisure Duracade products, aside from those that describe the Settlement. Approval of such press releases, notices or any other public statements shall not be unreasonably withheld. Nothing in this provision shall prevent Settlement Class Counsel, Subclass Counsel, or Plaintiffs' Negotiating Committee from describing their role in this litigation or from communicating privately with Class Members other than those known by Class Counsel to be previously represented by an attorney in the course of giving legal advice regarding the terms of this Agreement or otherwise in the course of their representation of the Settlement Class. Settlement Class Counsel, Subclass Counsel, and Plaintiffs' Negotiating Committee shall provide counsel for Syngenta (as identified in Sections 4.4.1 and 9.11) at least four days' notice of any public filing or statement regarding Syngenta,

Agrisure Viptera, and/or Agrisure Duracade products with the exception of those that describe this Agreement and those that describe their role in this litigation or communicate privately with Class Members in the course of giving legal advice regarding the terms of this Agreement or otherwise in the course of their representation of the Settlement Class.

3.13.2 Settlement Class Counsel, Subclass Counsel, and Plaintiffs' Negotiating Committee agree that as part of the Motion for Preliminary Approval, they shall seek an order directing that all websites that seek to attract, advise, inform or otherwise provide information or solicitation of any Class Member shall be taken down or modified to conform exactly to the information contained in the Court-approved Notice Plan and shall link to the Court-approved website at www.CornSeedSettlement.com. The Parties agree also to seek similar orders, if necessary, in the Related Actions. No false or misleading statements in any form regarding the Settlement shall be permitted.

3.14 CAFA Notices

3.14.1 Within ten (10) days after submission of this Agreement to the Court, Syngenta, with the aid of the Claims Administrator, shall serve notices of the Settlement on state and federal regulatory authorities as required by Section 3 of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 ("CAFA Notices"). Syngenta shall simultaneously serve copies of the CAFA Notices on Settlement Class Counsel, Subclass Counsel, and the Plaintiffs' Negotiating Committee. In the event that a state or federal

official raises concerns about the Settlement, the Parties and their counsel agree to work together in good faith to resolve those concerns.

3.15 Motion for Final Approval of the Settlement

3.15.1 Settlement Class Counsel shall file a motion with the Court seeking an order granting final approval of this Agreement pursuant to Fed. R. Civ. P. 23 (the "Motion for Final Approval"), together with a declaration from the Notice Administrator (with respect to the provision of the Class Notice) and from the Claims Administrator (regarding the Settlement Process), by the Motion for Final Approval Deadline as set forth in Section 4.6.1. Settlement Class Counsel and other counsel representing Class Members shall file the Fee and Expense Applications at least thirty (30) days before the deadline to object to the Settlement or as otherwise ordered by the Court.

4. SETTLEMENT ADMINISTRATION

4.1 Claims Administrator

4.1.1 The Claims Administrator may retain claim officers, experts, and/or advisors as are reasonably necessary to carry out the duties of the Claims Administrator. The administration of the Settlement Fund, the Settlement Process and Allocation Methodology procedures shall be subject to the Court's supervision and remain at all times under the exclusive and continuing jurisdiction of the Court. The Claims Administrator shall issue reports as requested by Settlement Class Counsel and Syngenta regarding its activities, fees and expenses, and other procedures. Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Committee, or Syngenta

may raise by written objection filed with the Court any challenge to the procedures instituted by, or the fees and expenses of, the Claims Administrator with respect to the administration of the Settlement Fund. The Claims Administrator shall be responsible for disseminating information to Class Members concerning settlement procedures, among other ways, by establishing a website and a toll-free telephone number. Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Counsel, and Syngenta, and their respective agents and consultants may also disseminate information about the Settlement and the Settlement Process that is fully consistent with the Court's approved Notice Plan and Section 3.13 above and not in any way false or misleading.

4.2 Notice

4.2.1 The Notice Plan shall satisfy Rule 23 of the Federal Rules of Civil Procedure and be subject to the Court's approval.

4.2.1.1 As described in Section 3.7.1.2, Syngenta shall advance into the Escrow Account amounts sufficient to pay the costs to implement the Notice Plan. Thereafter, Settlement Class Counsel in consultation with Syngenta and with the aid of the Notice Administrator, in accordance with Fed. R. Civ. P. 23(e), the Due Process clause of the United States Constitution, and the Preliminary Approval Order, shall provide all Class Members that can be identified by reasonable means with the best notice practicable under the circumstances. Such notice shall include, without

limitation, direct mail notice, publication on the Settlement Website, and additional publication and other notice as set forth in the Notice Plan.

4.2.1.2 As directed by the Preliminary Approval Order, Settlement Class Counsel, through the Claims Administrator, shall establish and maintain the Settlement Website, on which at least the relevant pleadings, settlement documents, any applicable deadlines, and the Long-Form Notice shall be posted in order to provide information to the Settlement Class of the proposed Settlement. Settlement Class Counsel shall notify Syngenta's counsel of the date the Long-Form Notice shall be issued to the Settlement Class at least five (5) days prior to the date of issuance.

4.2.1.3 Settlement Class Counsel, through the Claims Administrator, also shall cause the Publication Notice to be published to the Class Members as contained in the Notice Plan and as directed by the Preliminary Approval Order.

4.2.2 All notice contemplated under this Agreement and the Notice Plan shall be issued and completed by the time set forth in Section 4.6, unless otherwise ordered by the Court.

4.3 Opting Out of the Settlement Class

4.3.1 Each Class Member may, at its option, elect to opt out of the Settlement. Any Class Member that wishes to opt out of the Settlement must do so, in writing, by mailing a request for exclusion to the Claims Administrator

signed by the Class Member (the "Opt-Out Request"). Any such request must be sent to the Claims Administrator and postmarked by the Opt-Out Deadline.

4.3.2 The request to opt out must:

- bear the Handwritten Signature of the Class Member seeking to opt out, or in the case of any Class Member that is a minor, incapacitated, incompetent or deceased person, or not a natural person, by any natural person who can legally bind the Class Member (except that an attorney engaged to represent the Class Member in litigation against Syngenta cannot sign for any Class Member);

- set out the Class Member's full legal name (or entity name, if applicable), valid mailing address, nine-digit social security or employer identification number (if an entity), functioning telephone number, and the address of the farm(s), whose Corn priced for sale after September 15, 2013 was allegedly impacted by Agrisure Viptera and/or Agrisure Duracade Corn Seed;

- state that the Class Member has reviewed and understood the Class Notice and chooses to be excluded from the Settlement Class and understands that, by opting out, the Class Member shall not share in any recovery obtained by judgment on behalf of the Settlement Class;

- provide the name of and contact information for the Class Member's attorney, if represented;

- indicate whether, during the Class Period, the Class Member (a) owned any Interest in Corn in the United States priced for sale after September 15, 2013, (b) was an Ethanol Production Facility, or (c) was a Grain Handling Facility;

- if during the Class Period the Class Member owned an Interest in Corn in the United States priced for sale after September 15, 2013, provide information establishing that Interest either by (a) consenting to the release of government records including Form FSA 578 and RMA Data for each year from 2013-2017 related to any Corn crop in which the Class Member has an Interest or (b) certifying by penalty of perjury, based on the Class Members' knowledge, information, and belief, the number of planted Corn acres for each calendar year from 2013-2017 and the Class

Member's share of Corn planted on those acres in which the Class Member has an Interest; and

- if a Non-Producer, identify and produce business records demonstrating (a) the number of Corn bushels purchased per Marketing Year; (b) the number of Corn bushels priced for sale after September 15, 2013 and for each Marketing Year (if any); (c) the number of short tons of DDGs priced for sale after September 15, 2013 and for each Marketing Year (if any); (d) if a Grain Handling Facility, its total Storage Capacity; or (e) if an Ethanol Production Facility, its total Production Capacity.

4.3.3 No person or entity or other Class Member may opt-out the Interest of, or on behalf of, any other Class Member.

4.3.4 All requests to opt out that fail to satisfy the requirements of this Section, as well as any additional requirements that the Court may impose, shall be void. No class-wide, mass opt-outs, or opt-outs signed by attorneys are permitted under this Agreement.

4.3.5 Any Class Member that chooses to opt out of the Settlement may rescind or revoke such decision by submitting a timely revocation in writing to the Claims Administrator. Any such revocation must be postmarked by the Opt-Out Deadline and signed by the Class Member, unless Settlement Class Counsel and Syngenta mutually agree to accept the revocation and to permit the Class Member to submit a Settlement Claim after the Opt-Out Deadline.

4.3.6 Any Class Member that does not properly and timely submit a request to opt out as required in this Agreement shall be deemed to have waived all rights to opt out and shall be deemed a member of the Settlement Class for all purposes under this Agreement.

4.4 Objecting to the Settlement

4.4.1 Any Class Member that does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement under Federal Rule of Civil Procedure 23. Each Class Member that wishes to object to any term of this Agreement must do so, in writing, by filing a written objection with the Clerk of the Court and mailing it to Settlement Class Counsel and counsel for Syngenta at the addresses set forth below:

Settlement Class Counsel:

Daniel E. Gustafson
Gustafson Gluek, PLLC
120 S. 6th Street, Suite 2600
Minneapolis, MN 55402

Christopher A. Seeger
Seeger Weiss LLP
77 Water Street
New York, NY 10005

Patrick J. Stueve
Stueve Siegel Hanson LLP
460 Nichols Road, Suite 200
Kansas City, MO 64112

Counsel for Syngenta:

Leslie M. Smith, P.C.
Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654

4.4.2 Settlement Class Counsel and/or counsel for Syngenta shall provide notice of any objections to Subclass Counsel and Plaintiffs' Negotiating Committee.

4.4.3 Any such objection must be postmarked by the deadline for filing objections and under the procedures established by the Court. Any such objection must (a) attach copies of any materials that shall be submitted to the Court or presented at the Fairness Hearing; (b) be personally signed by the Class

Member and, if represented, by his/her/its counsel; (c) include information or documents sufficient to show that the objector is a Class Member; and (d) clearly state in detail (i) the legal and factual ground(s) for the objection, (ii) the Class Member's name, mailing address, email address, and telephone number, (iii) if represented by counsel, such counsel's name, email address, mailing address and telephone number, and (iv) any request to present argument to the Court at the Fairness Hearing.

4.4.4 Any objection that fails to satisfy the requirements of this Section, or that is not properly and timely submitted, shall be deemed void and waived unless otherwise ordered by the Court. The Court shall make the final determination if any objection complies with the requirements of this Section. Any Party may respond to any objection by the date as ordered by the Court.

4.5 Requests to Appear at Final Approval Hearing

4.5.1 Any Class Member that wishes to appear and be heard in person or by counsel at the Fairness Hearing must make such request by notifying the Court and the Parties' respective counsel at the addresses set forth in Section 4.4.1 of this Agreement, subject to the discretion of the Court. Any such request must be filed with the Clerk of the Court and postmarked no later than thirty (30) days prior to the Fairness Hearing, or as otherwise ordered by the Court, and must state the name, address, and telephone number of the Class Member, as well as the name, address, and telephone number of the person that shall appear on his or her behalf. Any request for appearance

that fails to satisfy the requirements of this Section, or that has otherwise not been properly or timely submitted, shall be deemed ineffective and a waiver of such Class Member's rights to appear and to comment on the Settlement at the Fairness Hearing. Only the Parties, Class Members, or their counsel may request to appear and be heard at the Fairness Hearing. Persons or entities that opt out may not request to appear and be heard at the Fairness Hearing.

4.6 Deadlines

4.6.1 Unless otherwise ordered by the Court, the following deadlines shall apply. In the case of a discrepancy between the table below and the text of this Agreement, the dates in the following table control:

ACTION	TIMING
Filing of Motion of Preliminary Approval	14 days after Execution Date
CAFA Notice Deadline	10 days after the Motion for Preliminary Approval Is Filed
First Mailing of Class Notice	10 days after issuance of the Preliminary Approval Order
First Installment of Gross Settlement Proceeds Paid into Escrow	30 days after Execution Date
Opt-Out Deadline	90 days after First Mailing of Class Notice
Opt-Out List	30 days after the Opt-Out Deadline

ACTION	TIMING
Notice Completion Date	150 days after First Mailing of Class Notice
Claims Deadline	150 days after First Mailing of Class Notice
Syngenta Walk Away Deadline	30 days after receipt of the Opt-Out List, unless otherwise extended
Motion for Final Approval Deadline	14 days after Syngenta Walk Away Deadline
Fee and Expense Applications Deadline	30 days before Objection Filing Deadline
Objection Filing Deadline	As determined by the Court
Objection Response Deadline	30 days after Objection Filing Deadline
Second Installment of Gross Settlement Proceeds Paid into Escrow Account	On or before March 31, 2018
Final Installment of Gross Settlement Proceeds Paid into Escrow Account	The later of April 1, 2019 or within 30 days after entry of the Final Approval Order

4.7 Retention of Records

4.7.1 The Claims Administrator shall retain all Claim Forms, and all records of allocation and payments under the Allocation Methodology, for a period of five (5) years from the Final Effective Date of the Agreement or as ordered by the Court.

5. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS/JURISDICTION

5.1 Limitation on Released Party Liability

5.1.1 No Released Party shall be subject to liability or expense of any kind to any Class Member or their respective counsel related to the Released Claims except as provided in this Agreement.

5.2 Dismissal of Claims

5.2.1 The Parties agree that upon the Final Effective Date of this Agreement, all Released Claims shall be dismissed with prejudice in accordance with the Final Approval Order entered by the Court.

6. RELEASES AND RESERVATIONS

6.1 Released Claims

6.1.1 In consideration of the benefits described and the provisions contained in this Agreement, the Class Releasors promise, covenant, and agree that, upon the Final Effective Date and by operation of the Final Approval Order, the Class Releasors shall release and forever discharge the Released Parties from any liability for all claims of any nature whatsoever in law or in equity, past and present, and whether known or unknown, suspected or claimed, relating to or arising under any federal, state, local, or international statute, regulation, or law (including state consumer fraud, warranty, unjust enrichment laws, codal law, adjudication, quasi-adjudication, tort claims, contract claims, actions, causes of action, declaratory judgment actions, cross-claims, counterclaims, third-party claims, demands, and claims for damages, compensatory damages, liquidated damages, punitive damages, exemplary damages, multiple damages, and other noncompensatory damages or penalties of any kind, fines, equitable relief, injunctive relief, conditional or other payments or interest of any type, debts, liens, costs, expenses and/or attorneys' fees, interest, or liabilities) that have been or could have been brought in connection with the development, introduction,

production, distribution, sale, marketing, and efforts to gain regulatory approval of Agrisure Viptera and/or Agrisure Duracade Corn Seed, and including, but not limited to, any Claim based on the alleged decrease in price of Corn, soy, milo, DDGs, or any other commodity, grain re-direction costs, or any other form of alleged harm or damage, subject only to the express exceptions listed in the Reservation of Claims and Rights in Section 6.2 below.

6.1.2 All Class Releasors covenant and agree that they shall not hereafter seek to sue or otherwise establish liability against any Released Parties based, in whole or in part, on any of the Released Claims. Each Class Releasor expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims without regard to the subsequent discovery or existence of different or additional facts. The Parties shall cooperate and assist one another in defending against and obtaining the dismissal of any claims brought by Persons seeking to assert claims released under this Agreement.

6.1.3 IN ADDITION, EACH CLASS RELEASOR HEREBY EXPRESSLY WAIVES AND RELEASES, UPON THE FINAL EFFECTIVE DATE, ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY ANY STATUTE, LAW OR PRINCIPLE OF COMMON LAW, WHICH IS SIMILAR, COMPARABLE, OR EQUIVALENT TO § 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

> SECTION 1542. GENERAL RELEASE; EXTENT. 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.

6.1.4 Each Class Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Section 6.1, but each Class Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon the Final Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims with respect to the subject matter of this Section 6.1 whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Class Releasor also hereby expressly waives and fully, finally, and forever settles and releases any and all Released Claims it may have against the Released Parties under § 17200, et seq., of the California Business and Professions Code.

6.1.5 From and after the Final Effective Date, for the consideration provided for in this Agreement and by operation of the Final Approval Order, the Class Releasors covenant, promise, and agree that they shall not, at any time, institute, cause to be instituted, assist in instituting, or permit to be instituted

on his, her, or its behalf, or on behalf of any other individual or entity, any proceeding (1) alleging or asserting any of his or her respective Released Claims against the Released Parties in any federal court, any state court, or arbitration, regulatory agency, or any other tribunal or forum, or (2) challenging the validity of the release of claims by Class Releasors as set forth in this Section 6.1.

6.1.6 This Release is not intended to prevent Syngenta from exercising its rights of contribution, subrogation, or indemnity under any law.

6.1.7 This Release shall apply mutually as between the Released Parties and Class Releasors to the extent that any claims or defenses Syngenta might have brought against the Class Releasors for contributory or comparative fault, assumption of the risk, or similar claims for sharing or allocating fault under federal or state law shall be extinguished under this Agreement, except as set forth in Section 6.2.2.

6.2 Reservation of Claims and Rights

6.2.1 Released Claims shall not include (a) any claim against any person or entity that is not a Released Party, or (b) any claim to enforce the terms of this Agreement or remedy a violation or breach of this Agreement, provided that any such action shall be brought in the Court. Released Claims also shall not include any claim against the Released Parties for bodily injury allegedly suffered in connection with Agrisure Viptera and/or Agrisure Duracade Corn Seed.

6.2.2 Notwithstanding Section 6.2.1, the Parties intend that this Agreement

results in the termination or bar of all claims for contribution and/or non-contractual indemnity against Syngenta and the Released Parties with respect to Claims subject to this Agreement. If Syngenta or any Released Party incurs any judgments due to a claim for contribution or non-contractual indemnification arising out of a claim brought by a Class Member against a non-Released Party, including, without limitation, any Excluded Exporter, such Class Member shall indemnify Syngenta and the Released Parties for such amount.

6.2.3 The Parties agree that this Agreement, whether or not the Final Effective Date occurs, and any and all negotiations, documents, and discussions associated with it, shall be without prejudice to the rights of any Party (other than those compromised in this Agreement); shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, any liability or wrongdoing by any of the Released Parties, or of the truth of any of the claims or allegations contained in any complaint or pleading, whether in the MDL Actions, any other actions, or otherwise. The Parties expressly reserve all of their rights if this Agreement fails to become Final and effective substantially in accordance with its terms.

6.2.4 If the Court does not certify the Settlement Classes or this Agreement is not approved by the Court substantially in accordance with its terms, and does not become subject to a Final Approval Order following such approval, or the Final Approval Order does not become Final, then no class shall be deemed certified by or as a result of this Agreement, and the MDL Actions

and the Related Actions for all purposes shall revert to their status as of the date before the execution of this Agreement, and the Parties agree that all stayed proceedings shall resume in a reasonable manner. In such event, Syngenta shall not be deemed to have consented to certification of the Settlement Classes, and shall retain all rights to oppose class certification, including, without limitation, to certification of the identical class provided for in this Agreement. Syngenta shall also be entitled to a refund of the portion of the Gross Settlement Proceeds that it has deposited into the Escrow Account, minus any amounts that have then been incurred for the fees and expenses of the Claims Administrator and the Notice Administrator.

7. ADMINISTRATIVE EXPENSES AND ATTORNEYS' FEES

7.1 Administrative Expenses

7.1.1 Other than Syngenta's own fees, costs and expenses, the Released Parties shall not be liable for any litigation fees, costs or expenses of the MDL Actions except as expressly set forth in this Agreement and as approved by the Court.

7.1.2 Syngenta and the Released Parties shall have no liability with respect to any disputes among plaintiffs' counsel relating to the award, allocation, or entitlement to any fees, costs, or expenses, including without limitation, any Common Benefit Fund, Joint Prosecution Agreement, or other agreements relating to pursuit of the MDL Actions or any other litigation, except that Syngenta shall comply with its obligations under the Court's existing

orders.

7.2 Attorneys' Fees, Expenses, and Plaintiff Service Awards

7.2.1 As part of the Settlement, Settlement Class Counsel and other counsel representing Class Members who performed work for the benefit of Class Members shall make Fee and Expense Applications to the Honorable John W. Lungstrum of the United States District Court for the District of Kansas, or the Honorable David R. Herndon of the United States District Court for the Southern District of Illinois, or the Honorable Laurie J. Miller of the Fourth Judicial District Court, County of Hennepin, State of Minnesota for a Fee and Expense Award. Syngenta shall have the right to object to, oppose, or support the Fee and Expense Applications submitted by Settlement Class Counsel and/or other counsel representing Class Members who performed work for the benefit of Class Members.

7.2.2 Any Fee and Expense Award in conjunction with this Settlement shall be issued by the Court, in consultation with and approved by the Honorable David R. Herndon of the United States District Court for the Southern District of Illinois and the Honorable Laurie J. Miller of the Fourth Judicial District Court, County of Hennepin, State of Minnesota (or if they are unavailable, another judge from their respective courts), in a written order by the Court and shall be paid from the Settlement Fund. The Court's Fee and Expense Award, however, as set forth above, shall be separate from its determination of whether to approve the Settlement. In the event the Court approves the Settlement, but denies, in whole or in part, the Fee and

Expense Applications by Settlement Class Counsel and other counsel representing Class Members, the Settlement shall nevertheless be binding on the Parties. If the Court declines to approve the Settlement, no Fee and Expense Award shall be paid. Syngenta shall have no involvement in, nor any liability with respect to, the allocation and distribution of the Fee and Expense Award.

7.2.3 As set forth in Section 9.18.2, disputes arising from the Fee and Expense Award shall be subject to the jurisdiction of the Court, except that:

7.2.3.1 Matters arising from client fee contracts and referring counsel referral agreements involving the law firm of Clark, Love, & Hutson shall be subject to the jurisdiction of the Honorable David J. Herndon of the United States District Court for the Southern District of Illinois (or if he is unavailable, another judge from his respective court). For example, Judge Herndon shall have exclusive and continuing jurisdiction to:

- Approve fee disbursements with respect to all Class Members represented by Clark, Love, & Hutson; and
- Decide disputes between counsel for various Class Members arising out of the representation of Class Members represented by Clark, Love, & Hutson.

Nothing in this Section is intended to interfere with the claims administration process or the allocation process as it relates to the national class settlement to be filed before and overseen by the

Honorable John W. Lungstrum and the United States District Court for the District of Kansas. However, it is specifically agreed herein that any dispute as it relates to this Section 7.2.3.1 shall be under the exclusive and continuing jurisdiction of the Honorable David Herndon and the United States District Court for the Southern District of Illinois.

7.2.3.2 Matters arising from client fee contracts and referring counsel referral agreements involving Class Members with claims pending at any time in *In re Syngenta Class Action Litigation,* Court File No. 27-CV-15-12625, in the Fourth Judicial District Court, County of Hennepin, State of Minnesota (the "Minnesota Plaintiffs"), shall be subject to the jurisdiction of the Honorable Laurie J. Miller of the Fourth Judicial District Court, County of Hennepin, State of Minnesota (or if she is unavailable, another judge from her respective court). For example, Judge Miller shall have exclusive and continuing jurisdiction to:

- Approve fee disbursements with respect to all Minnesota Plaintiffs; and
- Decide disputes between counsel for various Class Members arising out of the representation of any Minnesota Plaintiffs.

Nothing in this Section is intended to interfere with the claims administration process or the allocation process as it relates to the national class settlement to be filed before and overseen by the

Honorable John W. Lungstrum and the United States District Court for the District of Kansas. However, it is specifically agreed herein that any dispute as it relates to this Section 7.2.3.2 shall be under the exclusive and continuing jurisdiction of the Honorable Laurie J. Miller of the Fourth Judicial District Court, County of Hennepin, State of Minnesota.

7.2.4 As part of the Fee and Expense Applications, Settlement Class Counsel may petition the Court for Plaintiff Service Awards for the Representative Plaintiffs and bellwether plaintiffs. Syngenta shall have the right to object to, support, or oppose proposed Representative Plaintiffs' Service Awards. Any Representative Plaintiff Service Award shall be approved by the Court in a written order and shall be paid from the Settlement Fund. Syngenta shall have no obligation relating to the above-referenced Representative Plaintiffs' Service Awards.

8. WALK AWAY RIGHTS AND TERMINATION OF THIS AGREEMENT

8.1 Termination

8.1.1 This Agreement shall be terminated, without notice, if the Court declines to enter the Preliminary Approval Order, declines to grant Final Approval, or if such approval or other necessary orders do not become Final (as a result of reversal on appeal or otherwise).

8.2 Walk Away Right

8.2.1 Syngenta shall have the absolute and unconditional right, solely at its option, to terminate this Agreement (such option being referred to in this

Agreement as, the "Walk Away Right") in the event any of the triggers or thresholds described in Section 8.3.1 are exceeded. If any of the below triggers or thresholds are exceeded, then during the period beginning upon Syngenta's receipt of the Opt-Out List and ending at midnight Central Time on the thirtieth (30th) day thereafter (such period being referred to as the "Walk Away Period" and the last day of such period being referred to in this Agreement as the "Walk Away Deadline"), Syngenta has the option to exercise its Walk Away Right.

8.3 Walk Away Right Triggers and Thresholds

8.3.1 Syngenta can exercise its Walk Away Right if any of the triggers or thresholds contained in a separate agreement (to be filed under seal with the Court and to be confidential and attorney's eyes only and access limited to Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Committee, and Syngenta) are exceeded.

8.4 Time to Exercise Walk Away Right

8.4.1 Syngenta may exercise its Walk Away Right during the Walk Away Period upon written notice to such effect delivered to the Court and Settlement Class Counsel.

8.4.2 If Syngenta has a Walk Away Right, alternatively, Syngenta may, in its sole and absolute discretion, do any of the following at any time during the Walk Away Period upon written notice to such effect delivered to the Court and Settlement Class Counsel:

8.4.2.1 extend the date for the exercise of its Walk Away Right by a period of thirty (30) days; or

8.4.2.2 irrevocably waive its Walk Away Right.

8.5 Effects of Termination

8.5.1 In the event of notice of termination by Syngenta, this Agreement shall be of no further force or effect; the Parties shall jointly request the Court to vacate any order certifying the Settlement Class; and the Parties agree that all stayed proceedings shall resume in a reasonable manner.

8.5.2 Any term of this Agreement to the contrary notwithstanding, upon Syngenta exercising its Walk Away Right, this Agreement immediately shall terminate and (without limitation of the foregoing) Syngenta immediately shall cease to have any further financial obligations under this Agreement; provided however, that Section 3.6 shall survive such termination.

9. MISCELLANEOUS PROVISIONS

9.1 Recitals

9.1.1 The recitals set forth prior to Section 1 of this Agreement are hereby expressly incorporated into this Agreement and made a part hereof.

9.2 Best Efforts

9.2.1 The Parties agree to use their best efforts, including all steps required by this Agreement and other efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Agreement.

9.3 Good Faith

9.3.1 The Parties acknowledge that the litigation was prosecuted and defended in

good faith by Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Committee, MDL Co-Lead Counsel, Minnesota Co-Lead Litigation Class Counsel, Minnesota Co-Lead Litigation Counsel for Individual Plaintiffs, and counsel for Syngenta and that no Party has a basis on which to assert a violation of Rule 11 of the Federal Rules of Civil Procedure or any similar provision.

9.4 No Inducement

9.4.1 The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement.

9.5 Severability

9.5.1 The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision. If, in any action before any court or other tribunal of competent jurisdiction, any term, restriction, covenant, or promise is held to be unenforceable for any reason, then such term, restriction, covenant, or promise shall be deemed modified to the extent necessary to make it enforceable by such court or other tribunal and, if it cannot be so modified, then this Agreement shall be deemed amended to delete from this Agreement such provision or portion adjudicated to be invalid or unenforceable, and this Agreement shall be deemed to be in full force and effect as so modified.

9.6 No Penalty or Fine

9.6.1 The Parties agree and acknowledge that no consideration, amount, or sum paid, credited, offered, or extended, or to be paid, credited, offered, or extended, by Syngenta in the performance of this Agreement constitutes a penalty, fine, or any other form of assessment for any alleged claim or offense.

9.7 Receipt of Advice of Counsel

9.7.1 Representative Plaintiffs acknowledge, agree, and specifically warrant and represent that they have discussed with Settlement Class Counsel, Subclass Counsel, or the Plaintiffs' Negotiating Committee (or their designees) the portions of this Agreement relevant to them, including the release of Released Claims contained in Section 6, and received legal advice with respect to the advisability of entering into this Agreement, and the legal effect of this Agreement.

9.8 Timing

9.8.1 Settlement Class Counsel and Syngenta may agree in writing to reasonable extensions of time to carry out the provisions of this Agreement.

9.9 No Tax Advice

9.9.1 No opinion regarding the tax consequences of this Agreement to any individual Class Member is being given or shall be given by Syngenta or its counsel, nor is any representation or warranty in this regard made by virtue of this Agreement. Class Members must consult their own tax advisors regarding the tax consequences of the Settlement, including any payments

provided hereunder and any tax reporting obligations they may have with respect to this Agreement. Each Class Member's tax obligations, and the determination thereof, are his, her, or its sole responsibility, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member. Released Parties shall have no liability or responsibility whatsoever for any such tax consequences resulting from payments under this Agreement. To the extent required by law, the Released Parties shall report payments made under this Agreement to the appropriate authorities.

9.10 Notice of Breach

9.10.1 The waiver by any of the Parties of any provision of or breach of this Agreement, in whole or in part, by another Party shall not be deemed or construed as a waiver of any other provision of or breach of this Agreement, whether prior, subsequent, or contemporaneous, to this Agreement. In the event that one Party to this Agreement is notified in writing by the other Party of any alleged breach of this Agreement, the allegedly-breaching Party shall have fourteen (14) days from the date of receipt of such notice to cure any such alleged breach and to notify the other Party, in writing, of the cure implemented to address the alleged breach. If the Party asserting the breach is not satisfied with the cure, that Party shall have the right to petition the Court for relief within thirty days after receipt of notice of the cure.

9.11 Notices

9.11.1 All notices, except for the notifications described in Section 9.11.2, required by this Agreement shall be sent by overnight delivery and electronic mail. Written notice to the Representative Plaintiffs or Settlement Class Counsel or Subclass Counsel must be given to Settlement Class Counsel as set forth in Section 4.4.1. Written notice to Syngenta must be given to counsel for Syngenta as set forth in Section 4.4.1. Notices received by Settlement Class Counsel and/or Syngenta shall be provided to Subclass Counsel and Plaintiffs' Negotiating Committee.

9.11.2 All notifications required to be sent by the Claims Administrator under this Agreement shall be provided by a method selected by the Claims Administrator as the most efficient. The use of electronic mail to an address supplied by counsel for the Class Member or the Class Member directly if not represented by counsel, shall be sufficient for all notifications required to be sent by the Claims Administrator. Notice may also be served by any other reasonable method determined by the Claims Administrator.

9.12 Enforcement

9.12.1 Only if this Settlement is finally approved by the Court and becomes Final, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted or attempted against the Released Parties in such capacity with respect to any of the Released Claims, and may be filed, offered, received into evidence, and otherwise used for such defense. This Agreement may also be used in connection with the Parties' application for approval or enforcement of this

Agreement and all proceedings incident to this Agreement, including requests for attorneys' fees, costs, disbursements and compensation to the Settlement Classes, and any disputes arising from this Agreement.

9.13 Authorization to Enter Agreement

9.13.1 The undersigned representatives of Syngenta represent that they are fully authorized to enter into and execute this Agreement on behalf of Syngenta. Settlement Class Counsel, Subclass Counsel, and Plaintiffs' Negotiating Committee represent that they are fully authorized to conduct settlement negotiations with counsel for Syngenta on behalf of the Representative Plaintiffs and Class Members and to enter into and execute this Agreement on their behalf, subject to approval by the Court pursuant to Fed. R. Civ. P. 23.

9.14 No Party Is the Drafter

9.14.1 None of the Parties to this Agreement shall be considered the drafter of this Agreement or any provision thereof for the purpose of any statute, case law or rule of construction that would or might cause any provision to be construed against the drafter.

9.15 Choice of Law

9.15.1 This Agreement shall be governed by and interpreted in accordance with the substantive laws of the state of Delaware without regard to its choice of law or conflict of laws principles. The Court shall maintain continuing jurisdiction over this matter in any proceeding to interpret, enforce, modify, or set aside the terms of this Agreement.

9.16 Computing Dates

9.16.1 For all deadlines under this Agreement, to compute deadlines (a) exclude the day of the event that triggers the period; (b) count every calendar day, including intermediate Saturdays, Sundays and legal holidays; and (c) include the last day of the period, but if the last day is a Saturday, Sunday or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or legal holiday.

9.17 Time for Compliance

9.17.1 If the date for performance of any act required by or under this Agreement is due to be performed on or by a Saturday, Sunday, or legal holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

9.18 Jurisdiction and Dispute Resolution

9.18.1 Pursuant to the Final Approval Order, and except as provided for in Sections 7.2.3 and 9.18.2 of this Agreement, the Court shall retain continuing and exclusive jurisdiction over the Parties and their counsel, the Special Masters, the Notice Administrator, and the Claims Administrator, the Settlement Fund and the trustee of the Settlement Fund, and all Class Members with respect to the terms of this Agreement, the proper provision of all benefits thereunder, and the implementation and enforcement of its terms, conditions, and obligations. The terms of this Agreement shall be incorporated into the Final Approval Order of the Court, which shall allow

that Final Approval Order to serve as an enforceable injunction by the Court for purposes of the Court's continuing jurisdiction related to this Agreement.

9.18.2 The Court also shall retain exclusive and continuing jurisdiction over the Fee and Expense Award; however, as set forth in Section 7.2.2 of this Agreement any Fee and Expense Award shall be issued by the Court, in consultation with and approved by the Honorable David R. Herndon of the United States District Court for the Southern District of Illinois and the Honorable Laurie J. Miller of the Fourth Judicial District Court, County of Hennepin, State of Minnesota (or if they are unavailable, another judge from their respective courts). Moreover, as set forth in Section 7.2.3, the Court shall retain jurisdiction over any disputes arising out of or relating to the orders of the Court relating to the Fee and Expense Award, except that:

9.18.2.1 Matters arising from client fee contracts and referring counsel referral agreements involving the law firm of Clark, Love, & Hutson shall be subject to the jurisdiction of the Honorable David J. Herndon of the United States District Court for the Southern District of Illinois (or if he is unavailable, another judge from his respective court). For example, Judge Herndon shall have exclusive and continuing jurisdiction to:

- Approve fee disbursements with respect to all Class Members represented by Clark, Love, & Hutson; and

- Decide disputes between counsel for various Class Members arising out of the representation of Class Members represented by Clark, Love, & Hutson.

Nothing in this Section is intended to interfere with the claims administration process or the allocation process as it relates to the national class settlement to be filed before and overseen by the Honorable John W. Lungstrum and the United States District Court for the District of Kansas. However, it is specifically agreed herein that any dispute as it relates to Section 9.18.2.1 shall be under the exclusive and continuing jurisdiction of the Honorable David Herndon and the United States District Court for the Southern District of Illinois.

9.18.2.2 Matters arising from client fee contracts and referring counsel referral agreements involving Class Members with claims pending at any time in *In re Syngenta Class Action Litigation,* Court File No. 27-CV-15-12625, in the Fourth Judicial District Court, County of Hennepin, State of Minnesota (the "Minnesota Plaintiffs"), shall be subject to the jurisdiction of the Honorable Laurie J. Miller of the Fourth Judicial District Court, County of Hennepin, State of Minnesota (or if she is unavailable, another judge from her respective court). For example, Judge Miller shall have exclusive and continuing jurisdiction to:

- Approve fee disbursements with respect to all Minnesota Plaintiffs; and
- Decide disputes between counsel for various Class Members arising out of the representation of any Minnesota Plaintiffs.

Nothing in this Section is intended to interfere with the claims administration process or the allocation process as it relates to the national class settlement to be filed before and overseen by the Honorable John W. Lungstrum and the United States District Court for the District of Kansas. However, it is specifically agreed herein that any dispute as it relates to Section 9.18.2.2 shall be under the exclusive and continuing jurisdiction of the Honorable Laurie J. Miller, of the Fourth Judicial District Court, County of Hennepin, State of Minnesota.

9.18.3 Subject to the exclusive jurisdiction of the Court as set forth in Section 9.18.1, and except as set forth in Sections 7.2.3 and 9.18.2, any dispute between any of the Parties arising out of or in any way relating to this Agreement, including, without limitation, the determination of whether this provision is applicable to a dispute, shall be determined by a binding, mandatory arbitration administered by the Special Masters (the "Arbitration"). Any party to the dispute may file an action in the Court to enforce this Arbitration provision. If any party to such a dispute fails to submit to Arbitration following the filing, then the party to the dispute failing to submit to Arbitration shall bear the other party's reasonable costs,

including attorneys' fees, paid in connection with compelling Arbitration. The Arbitration and all related proceedings shall occur in the Special Masters' office or such other location as the Special Masters shall specify and at such times as the Special Masters shall specify. The rules and procedures applicable to the Arbitration shall be determined by the Special Masters, provided, the Special Masters shall issue the Special Masters' Award (the "Award") within thirty (30) days after the Special Masters' receipt of a demand for Arbitration. The Special Masters' determination with respect to the Arbitration shall be final and non-appealable. Judgment enforcing the Special Masters' determination and Award may be entered in any court of competent jurisdiction.

9.19 Administrative Procedures

9.19.1 The Claims Administrator may create administrative procedures, supplementary to (and not inconsistent with) those specified herein that provide further specific details about how the Settlement is to be administered, and/or other aspects of the Settlement, including, but not limited to, procedures regarding submission of documents or procedures regarding execution and signature of documents; provided, however, that such procedures comply, or otherwise are not in conflict, with the terms of this Agreement, and are agreed to by the Parties and approved by the Court.

9.20 Liability of Administrative Personnel

9.20.1 No Claims Administrator, Notice Administrator, Special Master, trustee of the Settlement Fund, or employee or agent thereof, shall be liable to any

Class Member or his counsel for his acts or omissions, or those of any agent or employee thereof, in connection with the Settlement except, with respect to each such Person, for such Person's own willful misconduct. Nothing in this Section confers on any Class Member or his counsel any privity of contract with, or other right to institute any action against, the Claims Administrator, Notice Administrator, Special Masters, or trustee of the Settlement Fund. In the event that the Claims Administrator, Notice Administrator, Special Masters or trustee of the Settlement Fund must comply with any discovery obligations related to its work under this Agreement, the requesting party bears the cost of complying with such discovery obligation and such work and costs are expressly excluded from this Agreement.

9.21 Liens

9.21.1 If the Claims Administrator, Syngenta, Settlement Class Counsel, Subclass Counsel, Plaintiffs' Negotiating Committee, the Court, or the Special Masters receive notification of any lien asserted against any payments to be made to any Class Member, including but not limited to tax liens and child support liens, an amount sufficient for the satisfaction of such liens may be withheld from such Class Member's payments, until each such lien has been finally and completely satisfied. The Court shall have exclusive jurisdiction to decide the enforceability of any lien, except that any lien for attorneys' fees and expenses arising out of the matters falling within Sections 9.18.2.1 and 9.18.2.2 shall be subject to the exclusive jurisdiction

of the respective courts described therein. Each Class Member will indemnify, repay and hold the Released Parties, the Claims Administrator, and the trustee of the Settlement Fund harmless from any and all such claims.

9.22 Amendment or Waiver

9.22.1 This Agreement shall not be modified in any respect except by a writing executed by all Parties to this Agreement. The waiver of any rights conferred by this Agreement shall be effective only if made in writing by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior to, subsequent to, or contemporaneous with this Agreement.

9.23 Execution in Counterparts

9.23.1 This Agreement may be executed in counterparts. Facsimile or PDF signatures shall be valid signatures as of the date thereof.

9.24 Integrated Agreement

9.24.1 This Agreement, including its exhibits and the Parties' side agreement referenced in Section 8.3.1 above that is to be filed with the Court under seal, contains an entire, complete, and integrated statement of the terms agreed to by and between the Parties, and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement, by and through their fully authorized representatives, have executed this Agreement as of February 26th, 2018.

FOR PLAINTIFFS

By: _____
Name: Daniel E. Gustafson

By: _____
Name: Christopher A. Seeger

By: _____
Name: Patrick J. Stueve

By: _____
Name: Lynn R. Johnson

By: _____
Name: Kenneth A. Wexler

By: _____
Name: James E. Cecchi

By: _____
Name: Clayton A. Clark

By: _____
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By: _____
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Name: Don M. Downing

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Name: Scott A. Powell

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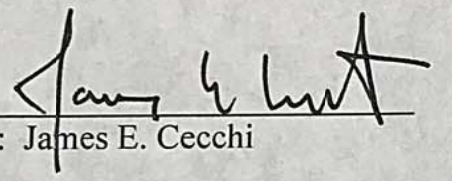
By: 
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Name: Lynn R. Johnson

By: _____
Name: Kenneth A. Wexler

By: _____
Name: James E. Cecchi

By: _____
Name: Clayton A. Clark

By: _____ 2-23-18, 7:15 p.m.
Name: Mikal C. Watts

By: _____
Name: William B. Chaney

By: _____
Name: Don M. Downing

By: _____
Name: Scott A. Powell

FOR SYNGENTA

By: _____
Name: Leslie M. Smith, P.C.

By: _____
Name: Syngenta AG

René Röthlisberger
Head Group Taxation

Markus Widmer
Corporate Counsel

By: _____
Name: Syngenta Crop Protection AG

René Röthlisberger
Head Group Taxation

Markus Widmer
Corporate Counsel

By: _____
Name: Syngenta Corporation

By: _____
Name: Syngenta Crop Protection, LLC

By: _____
Name: Syngenta Seeds, LLC

FOR SYNGENTA

By: _____
Name: Leslie M. Smith, P.C.

By: _____
Name: Syngenta AG

By: _____
Name: Syngenta Crop Protection AG

By: _____
Name: Syngenta Corporation

By: _____
Name: Syngenta Crop Protection, LLC

By: _____
Name: Syngenta Seeds, LLC

EXHIBIT 1

to Settlement Agreement

EXHIBIT 1

LIST OF RELATED ACTIONS

The following actions and all actions consolidated or associated with them, as well as all actions asserting Claims substantially similar to those listed below, are the "Related Actions."

United States District Court for the District of Kansas
In re Syngenta AG MIR162 Corn Litigation, No. 2:14-md-02591 (D. Kan.)

District Court, County of Hennepin, Fourth Judicial Circuit
In re Syngenta Litigation, No. 27-cv-15-3785 (4th Jud. Dist. Ct., Minn.)

Southern District of Illinois
In re Syngenta Mass Tort Actions, No. 3:15-cv-00255-DRH and No. 3:15-cv-01221-DRH (S.D. Ill.)

Circuit Court of the First Judicial Circuit, Williamson County, Illinois
Browning v. Syngenta Seeds, Inc. et al., No. 15-L-157 (Ill. Cir. Ct.)

Court of Common Pleas of Seneca County, Ohio
Fostoria Ethanol, LLC v. Syngenta Seeds, Inc. No. 15-cv-0323 (Seneca Cty., Ohio)

State Court of Michigan in the 54th Circuit Court for the County of Tuscola
Michigan Ethanol, LLC v. Syngenta Seeds, LLC, et al., No. 17-29831-NZ (Tuscola Cty., Mich.)

District Court of Perkins County, Nebraska
Mid America Agri Products/Wheatland, LLC v. Syngenta Seeds, LLC, et al. No. CI 14-32 (Perkins Cty., Neb.)

State of Indiana, County of Madison Superior Court
Ultimate Ethanol, LLC v. Syngenta Seeds, Inc. et al., No. 48C05-1512-CT-000184 (Madison Cty., Indiana)

Iowa District Court for Carroll County
TCE, LLC v. Syngenta Seeds, Inc., No. EQCV 039491 (Carroll Cty., Iowa)

EXHIBIT 2

to Settlement Agreement

SYNGENTA CORN SEED SETTLEMENT PROGRAM

P1 PRODUCER CLAIM FORM

This Claim Form and Consent Authorization will be solely used by the Claims Administrator to process claims under the Syngenta Corn Seed Settlement Program ("the Settlement") and to get information from the FSA to process these claims. Go to www.CornSeedSettlement.com to submit your Claim Form online. If you cannot submit your claim online, complete, sign, and return this Claim Form to:

Corn Settlement Claims Administrator, P.O. Box 26226, Richmond, VA 23260.

I. Producer Information

Producer Information	First	Middle Initial	Last	Suffix
	Farm or Business Name (if applicable)			
Mailing Address (not the farm location)	Street Address 1			
	Street Address 2			
	City	State	Zip Code	
Social Security Number or Tax ID Number for this Producer				
Email Address				
Phone Number				

II. USDA and FSA Consent & Authorization

The claims process ordered by the Court is designed to compensate eligible Corn Producers using government data including FSA 578 and/or Crop Insurance (RMA) data. By signing this section, I hereby formally request and authorize the USDA/FSA and USDA/RMA to promptly produce to the Claims Administrator electronic copies of the complete, unabridged contents of my FSA-578 forms and any crop insurance data (RMA) in connection with the acres I planted Corn in any and all of Marketing Years 2013-18. This information will be kept confidential and secure, used only for the purpose of determining your settlement payment, and destroyed at the conclusion of this Settlement.

Producer Signature		**Date**	_____/_____/_____ (Month) (Day) (Year)
Printed Name	First	Middle	Last

III. Representative Claimant Information

If you are a Representative Claimant (someone authorized by law or court order to file a claim on behalf of another person), complete this section. If you are NOT a Representative Claimant, skip this section and go to Section IV.

Is the individual for whom you are acting deceased, minor or legally incapacitated or incompetent?	☐ Deceased ☐ Minor ☐ Legally Incapacitated or Incompetent ☐ Other (Specify) _____
Relationship to Producer (Check all that apply)	☐ Spouse ☐ Parent ☐ Child ☐ Sibling ☐ Administrator ☐ Executor ☐ Other (Specify) _____

Representative Claimant Name	First	Middle	Last
Mailing Address	Street Address 1		
	Street Address 2		
	City	State	Zip Code
Email Address			
Phone Number			

By signing the Declaration in Section VII of this Claim Form, I certify that I have legal authority to file this claim on behalf of the individual identified in Section I.

IV. Attorney and Law Firm Information

If you hired a lawyer to file a lawsuit against Syngenta, identify your lawyer below. If you haven't hired a lawyer, skip to Section V. You don't have to have a lawyer to make a claim.

Firm Name				
Contact Person	First	Middle	Last	Suffix

Mailing Address	Street Address 1		
	Street Address 2		
	City	State	Zip Code
Email Address			
Phone Number			

V. Corn Acreage Information

1. **Acreage Reported to the USDA.** For all Marketing Years 2013-14 through 2016-17, did you report all of (or if you are a landlord did the farmer(s) report your share in) your Corn acreage to the USDA FSA for FSA Form 578 purposes?

   ☐ **YES**

   ☐ **NO**

2. **2017-18 Acreage.** Do you plan to report Corn acreage to the USDA FSA for Form 578 purposes for Marketing Year 2017-18:

   ☐ **YES,** I have already reported my acreage to USDA FSA for Form 578 purposes.

   ☐ **YES,** I will report my acreage to USDA FSA for Form 578 purposes by 7/31/18.

   ☐ **NO,** I will not report my acreage to USDA FSA for Form 578 purposes.

   ☐ **NO,** I did not farm Corn in 2017-18.

   If you answered Yes to Questions 1 and 2, skip to Section VI.

   If you answered No to Questions 1 and/or 2, answer Question 3.

3. **Crop Insurance.** For any or all Marketing Years 2013-18, did you obtain crop insurance from an agency to which you reported all of your acreage?

   ☐ **YES** If you answered Yes, do not answer Question 4 or Question 5, and skip to Section VI.

   ☐ **NO** If you answered No, you must answer Questions 4 and 5.

4. **Landlord Information.** Are you making this claim as a landlord who has a financial interest in the sale of Corn (including for example, cash rent that varies based on a share of the Corn sold or the price received for the sale of Corn)? If yes, you qualify to make a claim under this Settlement.

A landlord or other Person who receives only a fixed cash payment for renting the land that did not vary with the type, size of, or price of the Corn crop does not qualify to make a claim under this Settlement.

☐ **YES (I am a qualified landlord).** If you answered Yes, continue to the Landlord Addendum at the end of this form and complete and sign the Landlord Addendum.

☐ **NO (I am a Farmer).** If you answered No, continue to Question 5 and complete the remainder of this Claim Form. **DO NOT** complete the Landlord Addendum at the end of this Claim Form.

5. Corn Acreage Not Reported to the USDA FSA. You must complete the following information regarding your total Corn farming operations for all Marketing Years 2013-18. Each farm number must be listed separately. Only report Corn acreage. If you need to list more than ten farms, copy page 4 to provide the additional information and attach it to the Claim Form.

Marketing Year	Farm Number	Tract Number	CLU Field Number	Corn Acreage	Producer Share	Acres Grown for Silage?	Failed Acreage (Did Not Harvest)
2017	*4925*	*23*	*2*	*14.25*	*0.2500*	*2.00*	*5.00*

VI. Information About your Farming Operation

All Producers must provide the following information regarding the disposition of your harvested Corn for each Marketing Year starting on September 15, 2013 for all your farming operations.

1. Disposition of your Harvested Corn: To the best of your knowledge, for each Marketing Year, state the ***percentage*** of your harvested Corn which was fed on farm and not sold?

2013-14	**%**	**2015-16**	**%**
2014-15	**%**	**2016-17**	**%**
2017-18 (If you haven't disposed of all of the 2017-18 crop yet, state the percentage you expect to feed on farm and not market)			**%**

2. Agrisure Viptera (MIR162) or Agrisure Duracade (Event 5307) Purchases: To the best of your knowledge, did you purchase Corn Seed containing Agrisure Viptera (MIR162) or Agrisure Duracade (Event 5307) and plant Corn Seed containing Agrisure Viptera (MIR162) or Agrisure Duracade (Event 5307) on any of your Corn acres prior to [[Preliminary Approval Date]]?

☐ **YES** ☐ **NO**

VII. Declaration

By signing this form:

1.	I declare that I am the Producer (or Representative Claimant) entitled and/or authorized to make claims for the bushels listed in this Claim Form, and that no other person or entity has made claims for my share in the bushels listed in this Claim Form to the best of my knowledge. If the Producer is a business or other legal entity, I certify that I am authorized to act on behalf of the Producer submitting this Claim Form.
2.	I understand that by my signature I hereby formally request and authorize the USDA/FSA and USDA/RMA to promptly produce to the Claims Administrator electronic copies of the complete, unabridged contents of my FSA-578 forms and any crop insurance data (RMA) in connection with the acres I planted Corn in any and all of Marketing Years 2013-18.
3.	I declare under penalty of perjury that the foregoing information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and review.

Producer Signature (or Representative Signature)		**Date**	_____/_____/_____ (Month) (Day) (Year)
Printed Name	First	Middle	Last

Title (if applicable)	

If you grew Corn under <u>any other</u> Social Security Number or Tax ID Number, complete another Producer Claim Form for that identified Producer.

Landlords and any other person with a share in the Corn reported must submit their own claim.

LANDLORD ADDENDUM TO PRODUCER CLAIM FORM

I. Landlord Corn Acreage Information

Corn Acreage Not Reported on FSA Form 578. Provide the information in the chart below for all rented farm Corn acres. Provide the name of the person or entity that farms each tract and send a copy of the rental agreement showing that you receive variable rent payable based on a share of the crop or proceeds from the sale of Corn. Each farm number must be listed separately. **Only report Corn acres.** If you need to list more than fourteen farms, copy this page to provide the additional information and attach it to this form.

Marketing Year	Farm Number	Tract Number	CLU Field Number	Corn Acreage	Renting Producer Name	Renting Producer Share

II. Information About the Farming Operations for Farms you Rented to others

You must provide the following information regarding the disposition of the Corn harvested for each Marketing Year starting on September 15, 2013 for all the farm acres you rented to another person or entity.

1. Disposition of your Harvest Corn: To the best of your knowledge, for each Marketing Year, state the ***percentage*** of the Corn harvested by each person or entity that rented your land which was fed on farm and not sold?

2013-14	**%**	**2015-16**	**%**
2014-15	**%**	**2016-17**	**%**
2017-18 (If that person or entity that rented your land hasn't disposed of the 2017-18 crop yet, state the percentage you expect to be fed on farm and not market)			**%**

2. Agrisure Viptera (MIR162) or Agrisure Duracade (Event 5307) Purchases: To the best of your knowledge, did the person or entity that rented your land, in any of Marketing Years 2011-18, purchase Corn Seed containing Agrisure Viptera (MIR162) or Agrisure Duracade (Event 5307) and plant Corn Seed containing Agrisure Viptera (MIR162) or Agrisure Duracade (Event 5307) on any of your rented land?

☐ **YES** ☐ **NO**

III. Declaration

By signing this form:

1.	I declare that I am the Landlord for the Leasing Producers listed on this Landlord Addendum.
2.	I understand that by my signature I hereby formally request and authorize the USDA/FSA and USDA/RMA to promptly produce to the Claims Administrator electronic copies of the complete, unabridged contents of any FSA-578 forms and any crop insurance data (RMA) in connection with the acres I rented to another person or entity in any and all of Marketing Years 2013-18.
3.	I declare under penalty of perjury that the foregoing information in this Claim Form and this Landlord Addendum is true and correct. I understand that my Claim Form and Landlord Addendum may be subject to audit, verification, and review.

Landlord Signature		**Date**	_____/_____/_____ (Month) (Day) (Year)
Printed Name	First	Middle	Last
Title (if applicable)			

CORN SETTLEMENT PROGRAM

G1 GRAIN HANDLING FACILITY CLAIM FORM

This Claim Form and Consent Authorization will be used by the Claims Administrator for the sole purpose of getting information from the FSA to process claims under the Settlement. Go to www.CornSeedSettlement.com to submit your Claim Form online. If you cannot submit your claim online, complete, sign, and return this Claim Form to:

Corn Settlement Claims Administrator, P.O. Box 26226, Richmond, VA 23260.

I. Contact Information

Name	First	Middle Initial	Last	Suffix
	Business Name (if applicable)			
Mailing Address	Street Address 1			
	Street Address 2			
	City	State	Zip Code	
Social Security Number or Tax ID Number				
Email Address				
Phone Number				

II. Representative Claimant Information

If you are a Representative Claimant, complete this section. If you are NOT a Representative Claimant, skip this section and go to Section III. Representative Claimant is an authorized representative, ordered by a court, administrative official, or otherwise authorized under applicable state law, or law of applicable country, of a deceased, minor or legally incapacitated or incompetent individual.

Is the individual for whom you are acting Deceased, minor or legally incapacitated or incompetent?	☐ Deceased ☐ Minor ☐ Legally Incapacitated or Incompetent ☐ Other (Specify) _____
Relationship to Claimant (Check all that apply)	☐ Spouse ☐ Parent ☐ Child ☐ Sibling ☐ Administrator ☐ Executor

	☐ Other (Specify) _____		
Representative Name	First	Middle	Last
Mailing Address	Street Address 1		
	Street Address 2		
	City	State	Zip Code
Email Address			
Phone Number			
By signing the Declaration in Section V of this Claim Form, I certify I have legal authority to file this claim on behalf of the individual identified in Section I.			

III. Attorney and Law Firm Information

Firm Name				
Contact Person	First	Middle	Last	Suffix
Mailing Address	Street Address 1			
	Street Address 2			
	City	State	Zip Code	
Email Address				
Phone Number				

IV. Grain Handling Facility Information

Provide information regarding each Grain Handling Facility where you purchased and then priced Corn bushels for sale. Include bushels transported, stored or otherwise handled that were subsequently priced for sale.

Facility Name	

Type of Facility			
Facility Address	Street Address 1		
	Street Address 2		
	City	State	Zip Code
Total Storage Capacity			

Attach to your Claim Form documents sufficient to show (a) the storage capacity of each Grain Handling Facility; and (b) the number of bushels bought and then priced for sale (include bushels transported, stored, or otherwise handled that were subsequently priced for sale).

Marketing Year	**Bushels Priced For Sale** (Include bushels transported, stored or otherwise handled that were subsequently priced for sale)
2013-14	
2014-15	
2015-16	
2016-17	
2017-18	

1. **Did you own this Grain Handling Facility from September 15, 2013 to [[Prelim Approval Date]]?**

   ☐ **YES** If you answered Yes, skip to Question 3.

   ☐ **NO** If you answered No, answer Question 2.

2. **If No, list the dates of ownership for each facility that you did not own for the entire period between September 15, 2013 to [[Prelim Approval Date]]:**

3. Are you making a claim for any other Grain Handling Facility?

☐ **YES** If you answered Yes, copy Section IV to provide the additional information and attach it to the Claim Form.

☐ **NO**

V. Declaration

By signing this form:

1.	I declare that I am the person entitled and/or authorized to make claims for the bushels listed in this Claim Form, and that no other person or entity has made claims for the bushels listed in this Claim Form to the best of my knowledge.
2.	If the Grain Handling Facility is a business or other legal entity, I certify that I am authorized to act on behalf of the Grain Handling Facility submitting this Claim Form.
3.	I declare under penalty of perjury that the foregoing information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and review.

Signature (or Representative Signature		**Date**	_____/_____/_____ (Month) (Day) (Year)
Printed Name	First	Middle	Last
Title (if applicable)			

CORN SETTLEMENT PROGRAM

E1 ETHANOL PRODUCTION FACILITY CLAIM FORM

This Claim Form and Consent Authorization will be used by the Claims Administrator for the sole purpose of getting information from the FSA to process claims under the Settlement. Go to www.CornSeedSettlement.com to submit your Claim Form online. If you cannot submit your claim online, complete, sign, and return this Claim Form to:

Corn Settlement Claims Administrator, P.O. Box 26226, Richmond, VA 23260.

I. Contact Information

Name	First	Middle Initial	Last	Suffix
	Business Name (if applicable)			
Mailing Address	Street Address 1			
	Street Address 2			
	City	State	Zip Code	
Social Security Number or Tax ID Number				
Email Address				
Phone Number				

II. Representative Claimant Information

If you are a Representative Claimant, complete this section. If you are NOT a Representative Claimant, skip this section and go to Section III. Representative Claimant is an authorized representative, ordered by a court, administrative official, or otherwise authorized under applicable state law, or law of applicable country, of a deceased, minor or legally incapacitated or incompetent individual.

Is the individual for whom you are acting Deceased, minor or legally incapacitated or incompetent?	☐ Deceased ☐ Minor ☐ Legally Incapacitated or Incompetent ☐ Other (Specify) _____
Relationship to Claimant (Check all that apply)	☐ Spouse ☐ Parent ☐ Child ☐ Sibling ☐ Administrator ☐ Executor

	☐ Other (Specify) _____		
Representative Name	First	Middle	Last
Mailing Address	Street Address 1		
	Street Address 2		
	City	State	Zip Code
Phone Number			
Email Address			

By signing the Declaration in Section V of this Claim Form, I certify I have legal authority to file this claim on behalf of the individual identified in Section I.

III. Attorney and Law Firm Information

Firm Name			
Contact Person	First	Middle	Last
Mailing Address	Street Address 1		
	Street Address 2		
	City	State	Zip Code
Email Address			
Phone Number			

IV. Ethanol Production Facility Information

Provide information regarding each Ethanol Production Facility where you produced Dried Distillers Grains (DDGs) and then priced those DDGs for sale.

Facility Name	
Type of Facility	

Facility Address	Street Address 1		
	Street Address 2		
	City	State	Zip Code
Total Throughput			

Attach to your Claims Form documents sufficient to show (a) the production capacity of each Ethanol Production Facility; and (b) the number of short tons of DDGs sold during the class period.

Market Year	Short Tons of DDGs Priced for Sale
2013-14	
2014-15	
2015-16	
2016-17	
2017-18	

1. Did you own this Ethanol Production Facility from September 15, 2013 to [[Prelim Approval Date]]?

☐ **YES** If you answered Yes, skip to Question 3.

☐ **NO** If you answered No, answer Question 2.

2. If No, list the dates of ownership for each facility that you did not own for the entire period between September 15, 2013 to [[Prelim Approval Date]]:

3. Are you making a claim for any other Ethanol Production Facility?

☐ **YES** If you answered Yes, copy Section IV to provide the additional information and attach it to the Claim Form.

☐ **NO**

V. Declaration				
By signing this form:				
1.	I declare that I am the person entitled and/or authorized to make claims for the short tons listed in this Claim Form, and that no other person or entity has made claims for the short tons listed in this Claim Form to the best of my knowledge.			
2.	If the Ethanol Production Facility is a business or other legal entity, I certify that I am authorized to act on behalf of the Ethanol Production Facility submitting this Claim Form.			
3.	I declare under penalty of perjury that the foregoing information in this Claim Form is true and correct. I understand that my Claim Form may be subject to audit, verification, and review			
Signature (or Representative Signature)			**Date**	_____/_____/_____ (Month) (Day) (Year)
Printed Name	First	Middle		Last
Title (if applicable)				

EXHIBIT 3

to Settlement Agreement

SYNGENTA CORN SEED SETTLEMENT

Read this notice carefully. Your legal rights are affected whether you act or don't act.

If you are or were a corn producer, grain handling facility, or ethanol production facility, you may be entitled to a portion of a $1.51 billion Syngenta settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

You must submit a claim to get paid.

- A federal judge gave preliminary approval to a class action settlement. Syngenta agreed to pay $1.51 billion to settle claims related to the sale and marketing of its Agrisure Viptera and Duracade corn seeds.
- Your rights are affected and you are eligible to participate in the settlement if you are one of the following:
    1. **Corn Producer:** Any Corn Producer in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date] (including certain landlords);
    2. **Grain Handling Facility:** Any Grain Handling Facility in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date]; *or*
    3. **Ethanol Production Facility:** Any Ethanol Production Facility in the United States with an interest in U.S. corn, including DDGs, priced for sale between September 15, 2013 and [Prelim. Approval Date].

**Certain Grain Handling Facilities and Ethanol Production Facilities are excluded. See Question [5] below for a list of them and for explanations of the terms used here. The Settlement Agreement (available at www.CornSeedSettlement.com or by calling 1-833-567-CORN) provides a more detailed description of the Settlement Class.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
OPTION	**RESULT**
SUBMIT A CLAIM FORM	To get a payment, submit a Claim Form by **[Claims Deadline]**. You can submit a Claim Form quickly and easily online at www.CornSeedSettlement.com. If you can't access the internet, you can call 1-833-567-CORN (1-833-567-2676) to ask for a paper copy Claim Form.
OBJECT	Tell the Court you don't want the settlement to be approved and why.
EXCLUDE YOURSELF	Ask not to be a part of the settlement: you will receive **no** money but keep the right to sue Syngenta separately.
DO NOTHING	Lose your claims against Syngenta, but get no payment.

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BASIC INFORMATION

1. Why did I get this notice?

You are receiving this notice because you have a right to know about a proposed settlement of class action lawsuits and other related lawsuits. If you are part of this proposed settlement, then you have options you must consider before the Court decides whether to approve the settlement. This notice explains the lawsuits, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

To receive a payment from this settlement, if you are eligible, you must submit a Claim Form. The easiest, fastest, and cheapest way to do this is to submit an electronic Claim Form online at www.CornSeedSettlement.com. You can also print a paper copy Claim Form from that website or you can request a paper copy Claim Form to complete and return by calling the number below.

2. What is the lawsuit about?

In 2010, Syngenta began selling a genetically modified corn seed with the brand name "Agrisure Viptera" (also called just "Viptera"), which included a new insect-resistant genetic trait called "MIR 162." In 2013, Syngenta began selling another genetically modified corn seed brand-named "Agrisure Duracade," (also called just "Duracade"), which included both the MIR 162 trait and a new insect-resistant trait known as "Event 5307."

Corn Producers, Ethanol Production Facilities, and Grain Handling Facilities filed lawsuits against Syngenta claiming that Syngenta sold Viptera and Duracade corn seed before it should have because the MIR 162 and Event 5307 genetically modified traits contained in those seeds had not yet received import approval in China. The lawsuits argue that Syngenta should have waited to sell those seeds until it had obtained import approval in China and that Syngenta did not take reasonable steps to ensure that the seed was sold in a manner that corn harvested from Viptera and Duracade seed did not contaminate portions of the United States ("U.S.") corn supply exported to China. The lawsuits claimed that China began rejecting shipments of U.S. corn after allegedly detecting Viptera traits in shipments from the U.S., causing the U.S. corn industry to lose access to the Chinese market and resulting in lower corn prices.

Syngenta denies that it did anything wrong, in part because before Viptera and Duracade were made available to U.S. farmers, the traits in those products were approved as safe and effective by the U.S. Department of Agriculture, the U.S. Food and Drug Administration, the U.S. Environmental Protection Agency and all of the historical U.S. trading partners for corn. Syngenta argues that China historically was not a reliable and consistent importer of U.S. corn when the company launched Viptera and Duracade, and that in any event it was exporters—not Syngenta—that sent U.S. corn to China knowing that Viptera and Duracade were not yet approved there. Syngenta also states that the price drop in corn in 2013 was not the result of China's rejection of U. S. corn, but rather was the product of a worldwide bumper crop of corn. Both the MIR 162 and Event 5307 traits now *do* have Chinese approval.

The people who sued are called Plaintiffs, and the companies they sued, Syngenta (and some of Syngenta's affiliates), are called the Defendants.

The Plaintiffs filed lawsuits in various places. There were class actions and individual cases filed in or transferred to the United States District Court for the District of Kansas, known as *In re Syngenta MIR162 Corn Litigation*, No. 14-md-2591-JWL-JPO (D. Kan.). There were also individual cases and a class action in Minnesota State Court, which were collectively called *In re Syngenta Class Action Litigation*, No. 27-CV-15-12625 and 27-cv-15-3785 (4th Jud Dist. Ct. Minn). Additionally, there were other actions filed throughout the country, including *In re Syngenta Mass Tort Actions*, No. 3:15-cv-00255-DRH and No. 3:15-cv-01221-DRH (S.D. Ill.); *Browning v. Syngenta Seeds, Inc. et al.*, No. 15-L-157 (Ill. Cir. Ct.); *Fostoria Ethanol, LLC v. Syngenta Seeds, Inc.*, No. 15-cv-0323 (Seneca Cty., Ohio); *Michigan Ethanol, LLC v. Syngenta Seeds, LLC, et al.*, No. 17-29831-NZ (Tuscola Cty., Mich.); *Mid America Agri Products/Wheatland, LLC v. Syngenta Seeds, LLC, et al.*, No. CI 14-32 (Perkins Cty., Neb.); *Ultimate Ethanol, LLC v. Syngenta Seeds, Inc. et al.*, No. 48C05-1512-CT-000184 (Madison Cty., Indiana); and *TCE, LLC v. Syngenta Seeds, Inc.*, No. EQCV 039491 (Carroll Cty., Iowa).

The Court that is overseeing the settlement that covers all of these cases is the United States District Court for the District of Kansas (referred to in this notice as the "Kansas Federal Court").

3. Why are these lawsuits class actions?

In a class action, one or more people, called Class Representatives, sue on behalf of people who have similar claims. The Class Representatives, called the "Representative Plaintiffs" in the Settlement Agreement, include Corn Producers who did and did not purchase and plant Viptera or Duracade, a Grain Handling Facility, and an Ethanol Production Facility. Their names are available at the settlement website. The group of people they sue on behalf of is called a "Class" and the individual people or companies in that Class are called "Class Members." The Kansas Federal Court will decide if this case should be a class action for purposes of the settlement. If it does, the Kansas Federal Court will resolve the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

No court has decided that either Plaintiffs or Defendants are right are wrong. A jury in the Kansas litigation found Syngenta negligent and awarded damages to a class of Kansas corn producers, but Syngenta asked the Kansas Federal Court to reject the jury's decision. At the time of settlement, the Kansas Federal Court had not yet ruled on Syngenta's request, and even if the judge had accepted the jury's decision, Syngenta would have appealed. Plaintiffs in that case also would have appealed the claims on which Syngenta won. A Minnesota class jury trial had begun and, after three weeks of testimony, prior to a jury verdict, the parties agreed to this settlement. Finally, the claims of classes of Corn Producers and individual Corn Producers in several other states, of Grain Handling Facilities, and of Ethanol Production Facilities, which all

had been filed in the Kansas Federal Court and other courts, were advancing toward their own trials as well.

Both sides have now agreed to a settlement, which is an agreement between a plaintiff and a defendant to resolve a lawsuit. That way, they avoid the costs of further trials and appeals, and the people affected will get compensation. A settlement resolves those issues and makes money available to those claiming injury sooner. The Class Representatives and their attorneys believe that the nationwide settlement is in the best interests of everyone concerned. Although no cases have been tried by Grain Handling Facilities or Ethanol Production Facilities, this settlement also makes money available to them.

The settlement does not mean that the Plaintiffs or Defendants admit that any of the other side's claims or arguments are right.

WHO IS IN THE CLASS

5. Am I a part of this class?

You are a member of the **Settlement Class** certified by the Kansas Federal Court if you are a Corn Producer, a Grain Handling Facility, or an Ethanol Production Facility who fits into the one of the definitions below, even if you have already filed your own lawsuit against Syngenta. A copy of this notice was mailed to all Corn Producers identified through publicly available government records, including those who filed suit, and all Grain Handling Facilities and Ethanol Production Facilities whose addresses could be located.

This section of the notice provides more information on the different types of Class Members. You will see references to "Corn" with a capital "C" which, in the context of this settlement, means corn produced in the United States, and/or dried distillers' grains ("DDGs") produced from that corn by Ethanol Production Facilities as a byproduct of ethanol production, priced for sale after September 15, 2013. For purposes of this settlement:

1. **Corn Producers.** A "Corn Producer" is any owner, operator, landlord, waterlord, tenant, or sharecropper who shares in the risk of producing Corn and who is entitled to share in the Corn crop available for marketing between September 15, 2013 and [Prelim. Approval Date]. A landlord who receives a variable rent payable based on a share of the crop or proceeds from the sale of Corn is a Corn Producer. A landlord who receives only a fixed cash amount for renting the land that does not vary with the size of, or pricing for, the crop is not a Corn Producer. This settlement affects Corn Producers in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date].

2. **Grain Handling Facilities.** A "Grain Handling Facility" is any grain elevator, grain distributor, grain transporter, or any other entity in the U.S. that, between September 15, 2013 and [Prelim. Approval Date], (a) purchased Corn and then priced Corn in the United States for sale between September 15, 2013 and [Prelim. Approval Date]; and/or (b) purchased Corn and then transported, stored or otherwise handled Corn that was priced

for sale between September 15, 2013 and [Prelim. Approval Date]. This settlement affects Grain Handling Facilities with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date].

3. **Ethanol Production Facilities.** An "Ethanol Production Facility" is any ethanol plant, biorefinery, or other entity in the U.S. that, between September 15, 2013 and [Prelim. Approval Date], produced or purchased DDGs in the United States and priced those DDGs for sale. This settlement affects Ethanol Production Facilities with an interest in U.S. Corn priced for sale between September 15, 2013 and [Prelim. Approval Date].

Excluded from the Settlement Class are the following: (a) the Court and its officers, employees, appointees, and relatives; (b) Syngenta and its affiliates, subsidiaries, officers, directors, employees, contractors, agents, and representatives; (c) all plaintiffs' counsel in the MDL Actions or the Related Actions; (d) government entities; (e) those opting out of the Settlement; and (f) the Archer Daniels Midland Company, Bunge North America, Inc., Cargill, Incorporated, Cargill, International SA, Louis Dreyfus Company, BV, Louis Dreyfus Company, LLC, Louis Dreyfus Company Grains Merchandising, LLC, Gavilon Grain, LLC, Trans Coastal Supply Company, Inc., Agribase International Inc., and the Delong Co. Inc. (and all affiliates).

6. Am I part of the Settlement Class if I bought Viptera or Duracade?

Yes. The settlement includes both Corn Producers who did and did not purchase and plant Syngenta's Viptera and/or Duracade seeds. As explained more fully in the Settlement Benefits section of this notice below, whether an eligible Corn Producer purchased and planted Viptera and/or Duracade affects the amount that the Corn Producer will be paid in this settlement.

7. Am I part of the Settlement Class even if I have already filed my own lawsuit?

Yes. Even if you have already filed your own lawsuit or retained your own attorney, you are a part of the Settlement Class if you are a Corn Producer, a Grain Handling Facility, or an Ethanol Production Facility who fits into the one of the defined groups above. Additionally, even if you have previously excluded yourself from a class, you are still a member of the Settlement Class unless and until you submit a timely, valid request for exclusion from this Settlement Class. See Question 20 below for more details on how to request exclusion.

8. Are landlords eligible to participate in the settlement?

Yes, a landlord who shares in the risk of producing Corn or the pricing of Corn and who is entitled to share in the Corn crop or proceeds from the sale of the Corn crop available for marketing between September 15, 2013 and [Prelim. Approval Date] is eligible to participate in the settlement. A landlord who receives a variable rent payable based on a share of the Corn crop or proceeds from the sale of Corn can participate in the settlement. A landlord who receives only a fixed cash amount for renting the land that does not vary with the size of, or pricing for,

the Corn crop cannot participate in the settlement unless that fixed cash amount is tied to the price of Corn. If you claim as a landlord based on a fixed cash amount tied to the price of corn, you will have to provide proof of such an agreement with a Producer.

The landlord must submit his or her own Claim Form. The farmer cannot claim a settlement for the landlord's share of the corn marketed, if that share was reported to the Farm Service Agency ("FSA") of the U.S. Department of Agriculture ("USDA") even if the farmer normally markets the corn on behalf of the landlord.

9. I'm still not sure if I am included.

If you are still not sure whether you are included in the Settlement Class, you can get free help at www.CornSeedSettlement.com or by calling **1-833-567-CORN** (1-833-567-2676) or by writing to the Claims Administrator at the following address:

Corn Seed Settlement Claims Administrator
P.O. Box 26226
Richmond, VA 23260

THE SETTLEMENT BENEFITS – WHAT YOU GET

10. What benefits does the settlement provide?

Syngenta has agreed to create a settlement fund of $1,510,000,000. This amount covers: all Corn Producers, Grain Handling Facilities, and Ethanol Production Facilities who are part of the Settlement Class. Of this amount, a maximum of $22,600,000 is set aside to pay Corn Producers who did purchase and plant Viptera or Duracade seeds (although the average per-bushel payment to one of these Corn Producers cannot exceed the average per-bushel payment to a Corn Producer who did not purchase and plant Viptera or Duracade seeds), a maximum of $29,900,000 is set aside to pay Grain Handling Facilities that are covered by the settlement, and a maximum of $19,500,000 is set aside to pay Ethanol Production Facilities that are covered by the settlement. The total amount available to Corn Producers who did not purchase or plant Viptera or Duracade seeds prior to [Date] shall be the remaining Settlement Funds, which will be at least $1,438,000,000 before any deductions for the costs of administering the settlement and any attorneys' fees and litigation expenses awarded by the Court, and those amounts will be deducted from the total settlement fund before any payments are made.

11. What can I get from the settlement?

Eligible Corn Producers, Grain Handling Facilities, and Ethanol Production Facilities who stay in the settlement are entitled to a payment **if they submit a complete, signed Claim Form as described below and that Claim Form is approved for payment.** The Claim Form can be submitted online at www.CornSeedSettlement.com.

Corn Producers: The Claims Administrator will be responsible for determining the amount of each Corn Producer's payment based on the following factors: (1) Compensable Recovery

Quantity, (2) the year of planting, (3) the Producer's ownership interest in those bushels, and (4) whether the producer purchased and planted Agrisure Viptera or Duracade.

For Corn Producers who reported Corn acres to the FSA, Compensable Recovery Quantity for each Marketing Year will be determined by:

(1) Multiplying the number of Corn acres planted each Marketing Year as reported on the Producer's Form FSA 578 (not including acres reported as failed or for silage) by the Producer's percentage ownership in those acres as reported on the Form FSA 578;
(2) Multiplying the resulting acreage by the average county yield as reported by USDA National Agricultural Statistics Service ("NASS") (or if no county yield is reported, the nearest yield available as determined by the Claims Administrator);
(3) Deducting the percentage of bushels reported as "fed on farm" as reported on the Producer's Claim Form; and
(4) Multiplying the resulting bushels by the weighted average for that particular Marketing Year.

For purposes of determining the Compensable Recovery Quantities for Corn Producer Class Members, the following weighted averages will be used for each respective Marketing Year:

2013/14- 26%
2014/15- 33%
2015/16- 20%
2016/17- 11%
2017/18- 10%

These averages are based on the evidence and expert analysis in the case.

For example, if the FSA 578 information reflects that John Smith in Marketing Year 2013-14 had a 25% share in 200 acres of Corn in a county with an average yield of 186 bushels per acre, the Producer's Compensable Recovery Quantity will be equal to 200 (acres) multiplied by 186 (average county yield) multiplied by 25% (ownership share) or 9,300 bushels, less any reported fed on farm percentage and then multiplied by the weighted average for that Marketing Year. If Susan Smith had a 75% share in the same acres, her Compensable Recovery Quantity will be 200 (acres) multiplied by186 (average county yield) multiplied by75% or 27,900 bushels, less any reported fed on farm percentage and then multiplied by the weighted average for that marketing Year.

For Corn Producers who did not report their Corn acres to the USDA's FSA, Compensable Recovery Quantity will be determined in accordance with the same methodology but using USDA Risk Management Agency information (from data reported to agencies based on crop insurance) instead of Form FSA data.

For those Corn Producers who did not report their Corn acres to USDA FSA or USDA Risk Management Agency ("RMA"), Compensable Recovery Quantity will be determined based on the Claim Form.

Once the Compensable Recovery Quantity is calculated for the entire Class Period for each Corn Producer, the Claims Administrator will determine payments to Corn Producers by distributing available settlement funds (less the costs of the administering the settlement and any Attorneys' Fees, Costs or Expenses approved by the Court) in proportion to each Corn Producer's Compensable Recovery Quantity (*Pro Rata).*

A Corn Producer's Compensable Recovery Quantity for Producers that purchased and planted Corn grown from Agrisure Viptera and/or Duracade Corn Seed will be calculated in the same manner as Corn Producers that did not purchase and plant Agrisure Viptera and/or Duracade Corn Seed but the *Pro Rata* distribution will be calculated from the settlement funds set aside for that Subclass ($22.6 million dollars) or at a number below $22.6 million dollars that ensures that the average per-bushel recovery for Corn Producers that purchased and planted Corn grown from Agrisure Viptera and/or Duracade Corn Seed shall not exceed the average per-bushel recovery of the members of the Subclass of Corn Producers that did not purchase and plant Agrisure Viptera and/or Duracade Corn Seed. Any remaining funds in this Subclass fund will revert to the general Settlement Fund.

Grain Handling Facilities: For Grain Handling Facilities, Compensable Recovery Quantity will be determined as follows:

> For each Marketing Year, Grain Handling Facilities total sales of Corn (in bushels) will be multiplied by the weighted average to determine the total Compensable Recovery Quantity for each Marketing Year. Totals for each Marketing Year will be summed to determine that Grain Handling Facilities' total Compensable Recovery Quantity for the Class Period. The Claims Administrator will determine payments to each Grain Handling Facility by distributing available settlement funds set aside for that Subclass ($29.9 Million) in proportion to each Grain Handling Facilities' total Compensable Recovery Quantity (*Pro Rata).*

For purposes of determining the Compensable Recovery Quantities for Grain Handling Facility Class Members, the following weighted averages will be used for each respective Marketing Year:

2013/14- 26%
2014/15- 33%
2015/16- 20%
2016/17- 11%
2017/18- 10%

These averages are based on the evidence and expert analysis in the case. Any remaining funds in this Subclass fund will revert to the general Settlement Fund.

Ethanol Production Facilities: For Ethanol Production Facilities, Compensable Recovery Quantity will be determined as follows:

For each Marketing Year, an Ethanol Production Facility's total sales of DDGs (in short tons) will be multiplied by the weighted average to determine the total Compensable Recovery Quantity for each Marketing Year. Totals for each Marketing Year will be summed to determine that Ethanol Production Facility's total Compensable Recovery Quantity for the Class Period. The Claims Administrator will determine payments to each Ethanol Production Facility by distributing available settlement funds set aside for that Subclass ($19.5 Million) in proportion to each Ethanol Production Facility's total Compensable Recovery Quantity (*Pro Rata).*

For purposes of determining the Compensable Recovery Quantities for Ethanol Production Facility Class Members, the following weighted averages will be used for each respective Marketing Year:

2013/14- 44%
2014/15- 47%
2015/16- 4%
2016/17- 3%
2017/18- 2%

These averages are based on the evidence and expert analysis in the case. Any remaining funds in this Subclass fund will revert to the general Settlement Fund.

12. Why are Viptera and Duracade Corn Producers being treated differently?

Syngenta has unique defenses to claims from Corn Producers who purchased and planted Viptera and/or Duracade corn seeds. Specifically, there may be limitations on the ability of those purchasers to sue and the amount that they could recover because those Corn Producers are required to sign stewardship agreements with Syngenta that may limit their rights and ability to recover any damages.

In addition, those who purchased and planted Viptera or Duracade corn seed, if they sued, would potentially have been subject to comparative fault, contributory negligence, assumption of the risk, and other legal defenses. For example, it could have been argued that those who purchased and planted Viptera and Duracade corn seed knew or should have known that the products were not yet approved in China. These are some of the reasons why those who purchased and planted Viptera and Duracade corn seed will receive less than Corn Producers who did not purchase and plant those seeds.

13. How will you determine if someone is a Viptera or Duracade purchaser?

The Claim Form requires that you specify whether you purchased and planted Viptera or Duracade. When you sign and submit your Claim Form, you will state under penalty of perjury that the information you provide in your Claim Form is true. The Claims Administrator also

may audit information provided in Claim Forms using Syngenta's records. Make sure you do your best to be accurate in your answers.

14. For Corn Producers, why does the Claims Administrator need my FSA 578 and RMA information?

The Court has approved the use of FSA 578 and RMA (crop insurance) information to substantiate claims for settlement payments. This information will be used to determine your Compensable Bushels but will be kept confidential by the Claims Administrator and used only for this settlement.

15. Do I need to obtain a copy of my FSA 578 Form or RMA information?

No. The government has agreed to provide FSA 578 data and RMA data electronically for any Corn Producer who consents to that disclosure as part of the Claim Form. Paper copies will NOT be accepted so you should NOT obtain any paper copies. Everything must be submitted as part of the Court-approved Claim Form.

HOW YOU GET A PAYMENT

16. How do I get paid?

You must submit a Claim Form in order to get paid. There is a different Claim Form for each type of Class Member (Corn Producer, Grain Handling Facility, or Ethanol Production Facility). You can submit an electronic Claim Form in just a few quick and easy steps on the settlement website at www.CornSeedSettlement.com using any internet-capable device (mobile phone, tablet, desktop computer, etc.). The online filing system will ask you only those questions required for your specific Class Member type.

The settlement website also will have downloadable and printable versions of all three Claim Forms available at www.CornSeedSettlement.com/Documents.aspx if you prefer to complete and submit a paper copy Claim Form.

If you cannot access the internet, you may request a paper copy Claim Form by calling 1-833-567-CORN (1-833-567-2676) or writing to the Claims Administrator at:

Corn See Settlement Claims Administrator
P.O. Box 26226
Richmond, VA 23260

Regardless of how you submit the Claim Form, all Claim Forms must be completed, signed and submitted online or postmarked on or before [Claims Deadline].

The Class Member or person with legal authority to act on behalf of the Class Member must complete and sign the Claim Form(s). If you have a lawyer who represents you in a Syngenta lawsuit, the lawyer cannot sign and submit the Claim Form for you. The Claim Form must be

signed and submitted by the Class Member or, if the Class Member is a legal entity, by someone with legal authority to act on behalf of the entity other than your lawyer in the Syngenta matter. Each Corn Producer must submit his or her own Claim Form. For example, a tenant cannot submit on behalf of his or her landlord. The landlord must submit his or her Claim Form separately.

You do not need to obtain copies of your FSA 578 Report to make a claim. After you submit a Claim Form consenting to disclosure of the FSA 578 data to the Claims Administrator to use for processing your claim (but otherwise keep confidential), this information will be provided directly by the FSA.

Any Class Member submitting a paper copy Claim Form must mail the form to the following address:

Corn Seed Settlement Claims Administrator
P.O. Box 26226
Richmond, VA 23260

17. If I submit an eligible claim, when will I get my payment?

The Court will hold a hearing on [FFH Date], commonly referred to as a Fairness Hearing, to decide whether to grant certification of the Settlement Class and whether to approve the settlement. If the Court approves the settlement after that, there may be appeals taken by objectors to the settlement. Resolving those appeals often takes time, perhaps more than a year. Progress of the payments will be put up on the settlement website. Please be patient.

18. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Syngenta about the legal issues in *these* cases being settled. It also means that all of the Court's orders relating to this settlement will apply to you and legally bind you. Even if you do not submit a claim to get paid, you will give up your claims against Syngenta and be bound by the Court's orders. You must submit a Claim Form to get paid.

A copy of the Settlement Agreement containing the full language of the legal release and all of the terms of the settlement is available at www.CornSeedSettlement.com.

19. Does my participation in this settlement affect any claims I may have against exporters relating to these issues?

Your participation as a Class member in this settlement does not and will not affect any claims you may have against exporters related to the rejection of U.S. corn by China. You will not lose any claims you may have against any exporters. The only claims that are being released if you do not request to be excluded from the Class are against Syngenta.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue Syngenta on your own about the legal issues in this case, then you must take steps to get out of the settlement. This is called excluding yourself—or is sometimes referred to as "opting out" of the Settlement Class.

20. How do I get out of the settlement?

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in the lawsuit. You may be able to sue (or continue to sue) Syngenta in the future. If you want to be excluded from this settlement, you must submit an exclusion request even if you have already separately sued Syngenta.

The procedure for asking to be excluded from the settlement (submitting an "Opt-Out Request") varies depending on what type of Class Member you are. This section of the notice explains those different procedures.

1. **Corn Producer Opt Out Procedure.**

   If you are a Corn Producer and do not want to be included in the settlement, you must mail a written Opt-Out Request to the Claims Administrator that includes the following:

   (a) your full legal name (or entity name if applicable), valid mailing address, and all digits of your Social Security or (if an entity) Tax ID number, a functioning telephone number and the address of the farm(s) whose Corn priced for sale after September 15, 2013 was allegedly impacted by Agrisure Viptera and/or Duracade Corn Seed;

   (b) a statement that you have reviewed and understood the Class Notice and choose to be excluded from the Settlement Class and, that you understand that by opting out, you will not share in any recovery obtained on behalf of the Settlement Class;

   (c) the name and contact information of your attorney, if you have one;

   (d) a statement indicating that you are a Corn Producer who during the Class Period owned an Interest in Corn in the U.S. that was priced for sale after September 15, 2013;

   (e) either (1) a signed consent to obtain your FSA 578 Report and RMA Data for each year from 2013-2017 related to any Corn crop in which you have an interest, or (2) a statement certifying by penalty of perjury, based on your knowledge, information, and belief, the number of planted Corn acres for each calendar year

from 2013-2017 and your share of Corn planted on those acres in which you had an Interest; and

(f) your actual signature in ink and the signature of anyone else required under law to bind the Corn Producer who is seeking to be excluded (not an electronic copy). The signature of your attorney representing you in this matter will **not** be accepted by the Court. ***You must sign your own Opt-Out Request.***

A tenant who excludes himself from the settlement cannot exclude a landlord's ownership interest in the Corn crop and vice versa; a husband and wife with a 50-50 interest in a crop, as reported to the FSA, must each sign an Opt-Out Request to exclude 100% of their crop from the settlement; and someone who produces Corn under multiple entity names must execute an Opt-Out Request for each separate entity.

Any Corn Producer who does not submit a valid Opt-Out Request for a particular interest will have that interest included in the Settlement Class.

2. Grain Handling Facility Opt Out Procedure.

If you are a Grain Handling Facility and do not want to be included in the settlement, you must send a written Opt-Out Request to the Claims Administrator that includes the following:

(a) your full legal name (or entity name if applicable), valid mailing address, and all digits of the Social Security or (if an entity) Tax ID number, and a functioning telephone number;

(b) a statement that you have reviewed and understood the Class Notice and choose to be excluded from the Settlement Class and, that you understand that by opting out, you will not share in any recovery obtained on behalf of the Settlement Class;

(c) the name and contact information of your attorney, if you have one;

(d) a statement indicating that you are a Grain Handling Facility;

(e) business records demonstrating (1) the number of Corn bushels purchased per Marketing Year; (2) the number of Corn bushels priced for sale after September 15, 2013 and for each Marketing Year (if any); (3) your total Storage Capacity; and

(f) your actual signature in ink and the signature of anyone else required under law to bind the Grain Handling Facility seeking to be excluded (not an electronic copy). The signature of your attorney representing you in this matter will **not** be accepted by the Court. ***You must sign your own Opt-Out Request***.

3. Ethanol Production Facility Opt Out Procedure.

If you are an Ethanol Production Facility and do not want to be included in the settlement, you must send a written Opt-Out Request to the Claims Administrator that includes the following:

(a) your full legal name (or entity name if applicable), valid mailing address, and all digits of the Social Security or (if an entity) Tax ID number, and a functioning telephone number;

(b) a statement that you have reviewed and understood the Class Notice and choose to be excluded from the Settlement Class and, that you understand that by opting out, you will not share in any recovery obtained on behalf of the Settlement Class;

(c) the name and contact information of your attorney, if you have one;

(d) a statement indicating that you are an Ethanol Production Facility;

(e) business records demonstrating (1) the number of Corn bushels purchased per Marketing Year; (2) the number of short tons of DDGs priced for sale after September 15, 2013 and for each Marketing Year (if any); (3) your total Production Capacity; and

(f) your actual signature in ink and the signature of anyone else required under law to bind the Ethanol Production Facility seeking to be excluded (not an electronic copy). The signature of your attorney representing you in this matter will **not** be accepted by the Court. ***You must sign your own Opt-Out Request***.

For Any Class Member seeking to opt out of the Settlement (whether you are a Corn Producer, Grain Handling Facility or Ethanol Production Facility), your signature **must be** made and dated on or after [insert mailing date for this Notice]. Finally, your Opt-Out Request must be postmarked by **[**Opt Out/Objection Deadline] and mailed to:

Corn Seed Settlement Claims Administrator
P.O. Box 26226
Richmond, VA 23260

You can't exclude yourself on the phone or by e-mail. If you do not provide the information required to opt out or fail to timely submit an Opt-Out Request, you will be deemed to have waived your right to opt out and will be a member of the Settlement Class.

No person or entity, including another Class Member, may submit an Opt-Out Request on behalf of any other Class Member or that Class Member's interest in a claim covered by the settlement.

The Court will not accept Opt-Out Requests signed prior to the date this notice was mailed. This includes any exclusions that were submitted for previous class notices or class actions

related to Agrisure Viptera or Duracade corn seed. This means if you opted out of one or more of the prior class actions, you are included in this settlement unless you opt out again.

21. If I opt out, can I maintain my lawsuit against Syngenta?

If you timely opt out and you follow the requirements in Question 20, you may sue or continue to sue Syngenta because you will not be bound by the settlement. You should know, however, that as part of this settlement, Syngenta has agreed that for at least one year following the date this settlement is completed, it will not pay any Class Member who opts out more favorably than it is treating similarly situated Class Members who stay in the class. The only way to get more money in a separate suit prior to that date would be to take your case to trial, obtain a verdict that is better than this settlement, and win on appeal.

22. If I don't opt out, can I sue Syngenta for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Syngenta for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself, if eligible, from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is [OBJECTION DEADLINE].

23. If I opt out, can I get money from this settlement?

No.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

The Court has appointed Daniel E. Gustafson, Christopher A. Seeger, and Patrick J. Stueve to represent the Settlement Class. These lawyers are referred to as "Settlement Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

25. What about lawyers advising me to exclude myself from the class?

You may receive letters or calls from lawyers seeking to represent you in this case. You have the right to consult an attorney for advice about whether to stay in the Settlement Class and accept the settlement. You should be cautious, however, about advice from attorneys recommending that you exclude yourself from the Settlement Class so that they can represent you in an individual lawsuit against Syngenta, because these attorneys have a financial motive in having you hire them.

26. How will the lawyers be paid?

Settlement Class Counsel will seek up to one-third of the settlement fund as attorneys' fees and reimbursement for [$___] in costs and expenses. The Court may award less than these amounts.

These fees represent compensation to hundreds of lawyers who participated in the litigation against Syngenta, including the lawyers who tried the cases in Kansas and Minnesota, and any other lawyers to whom the Court awards fees. A copy of the Fee and Expense Applications will be uploaded to the www.CornSeedSettlement.com after [Fee Date].

If you hired an attorney before you received this notice and want to stay in the Settlement Class, you should discuss the issue of attorneys' fees with your lawyer.

If you choose to hire your own lawyer, you will be responsible for that lawyer's fees and expenses.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

27. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it, including the requests being made by Class Counsel for attorneys' fees and litigation expenses or the service awards being sought for Class Representative and those plaintiffs who helped litigate the case for the Class). You can give reasons why you think the Court should not approve the settlement or what you do not like about the settlement. The Court will consider your views.

You cannot both exclude yourself from the settlement and object at the same time. If you exclude yourself, you cannot object to any part of the settlement. You have to remain in the Settlement Class in order to maintain your right to object to any part of the settlement.

To object, you must file a written objection with the Clerk of Court. You must include your name, mailing address and telephone number. You must also clearly state the specific legal and factual reasons why you object to the settlement and attach copies of any materials that you intend to submit to the Court or present at the Fairness Hearing. If you're represented by a lawyer in connection with the issues involved with the sale and marketing of Viptera and Duracade, you must include the lawyer's name, email address, mailing address and telephone number.

All objections must be personally signed by the Class Member with an actual ink signature, even if you're represented by a lawyer. Any request to appear and present argument at the Final Fairness Hearing must also be specifically stated.

In addition to filing your objection with the Clerk of Court, you must also mail the objection to each address listed below:

Settlement Class Counsel:
Daniel E. Gustafson
Gustafson Gluek, PLLC
120 S. 6th Street, Suite 2600

Minneapolis, MN 55402

Christopher A. Seeger
Seeger Weiss LLP
55 Challenger Road
Ridgefield Park, NJ 07660

Patrick J. Stueve
Stueve Siegel Hanson LLP
460 Nichols Road, Suite 200
Kansas City, MO 64112

Counsel for Syngenta:
Leslie M. Smith, P.C.
Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654

The objection must be postmarked no later than [**OBJECTION DEADLINE**]:

If you object, you may be asked to answer questions by the attorneys, or the Court, about your reasons for objecting.

No person or entity or other Class Members may object for, or on behalf of, any other Class Member.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

28. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at [TIME AND DATE OF FFH], at the United States District Court for the District of Kansas, 500 State Ave., Kansas City, KS 66101. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have previously asked to speak at the hearing. The Court may also decide how much to pay Settlement Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.CornSeedSettlement.com for updates.

29. Do I have to come to the hearing?

No. Settlement Class Counsel will answer questions the Court may have. You are welcome, however, to come at your own expense. If you send an objection, you don't have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

30. May I speak at the hearing?

If you timely objected to the settlement, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must make such a request in your objection or send a letter saying that it is your "Notice of Intention to Appear in the Syngenta Settlement." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than [**NOTICE TO APPEAR DEADLINE**], and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the addresses in Question [27]. You cannot speak at the hearing if you excluded yourself. You can speak only about issues that you timely raised in a written objection pursuant to Question [27].

IF YOU DO NOTHING

31. What happens if I do nothing at all?

If you do nothing, you will not get any payment from this settlement, and unless you've excluded yourself from the Settlement Class, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Syngenta about the legal issues in this case.

GETTING MORE INFORMATION

31. Is more information about the lawsuit available?

Yes. If you have any questions or would like additional information, you may visit www.CornSeedSettlement.com, call **1-833-567-CORN (1-833-567-2676)**, or write to the Claims Administrator at:

Corn Seed Settlement Claims Administrator
P.O. Box 26226
Richmond, VA 23260

Submit your Claim Form Online at www.CornSeedSettlement.com.

DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION

EXHIBIT 4

to Settlement Agreement

IF YOU ARE OR WERE A CORN PRODUCER, GRAIN HANDLING FACILITY, OR ETHANOL PRODUCTION FACILITY,

You may be entitled to a portion of a $1.5 billion Syngenta settlement.

What is this about?

A Settlement has been reached with Syngenta over class action and individual lawsuits related to the sale and marketing of its Agrisure Viptera and Duracade corn seeds and the alleged harm that Syngenta's conduct caused corn producers, grain handling facilities, and ethanol plants. Syngenta denies it did anything wrong. Although certain corn producers' cases went to trial, the courts have not made a final decision as to who is right.

Who's included?

The Settlement may affect your rights if you are:

(1) **A Corn Producer** (that is, an owner, operator, landlord, waterlord, tenant, or sharecropper) who shares in the risk of producing corn and is entitled to share in certain corn crops in the U.S. who priced corn for sale between September 15, 2013 and [Prelim. Approval Date]. A landlord who receives a variable rent payable based on a share of the crop or proceeds from the sale of Corn is a Corn Producer. A landlord who receives only a fixed cash amount for renting the land that does not vary with the size of, or pricing for, the crop is not a Corn Producer; or

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EXHIBIT 5

to Settlement Agreement

NOTICE PLAN

The Notice Program will provide the best notice practicable under the circumstances of this case and conform to all aspects of Rule 23 of the Federal Rules of Civil Procedure, satisfies the Due Process clause of the United States Constitution, and comports with the guidance for effective notice articulated in the *Manual for Complex Litigation*, 4th.

The objective of the Notice Plan is to provide the best notice practicable of the Settlement to members of the Settlement Classes as defined in the Settlement Agreement.

The Notice Plan will have several parts:

1. Direct Notice to individual persons and entities by first-class mail;
2. Paid Publication notice through the use of paid media, including trade magazines, digital media, and radio;
3. Press Release;
4. Trade organizations – publication notice by various corn growers trade organizations;
5. Electronic notice through an internet website;
6. Toll-Free Telephone number and P.O. Box.

Direct Notice

The Notice Administrator shall obtain and utilize a Freedom of Information Act ("FOIA") request to obtain the names and addresses of U.S. corn producers who received crop subsidies in any year 2013-2017 from the USDA Farm Service Agency. The Notice Administrator shall supplement this list with any additional

names and addresses contained in specialty mailing lists for U.S. corn producers previously purchased and utilized in sending notice to various Class members regarding the original class certification orders in the various litigation. In addition, the Notice Administrator will purchase mailing lists for Ethanol and Grain facilities in the United States.

These mailing lists will be used to provide the Long Form Notice of the Settlement, as approved by the Court, to potential members of the Settlement Classes with instructions on how to download and submit the Claim Form or request a hard copy.

Prior to mailing, all mailing addresses will be checked against the National Change of Address ("NCOA") database maintained by the United States Postal Service ("USPS").[1] Any addresses that are returned by the NCOA database as invalid will be updated through a third- party address search service. Best available efforts will be used by the Notice Administrator to obtain current and accurate addresses for Class members. In addition, the addresses will be certified via the Coding Accuracy Support System ("CASS") to ensure the quality of the zip code,

[1] The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person's name and known address.

and verified through Delivery Point Validation ("DPV") to verify the accuracy of the addresses.

Once all of the duplications and Excluded Exporters have been removed from the lists and the addresses have been verified and updated, the Notice Administrator will send the Long Form Notice of Settlement, in a form approved by the Court, by first class U.S. mail, to all of the potential Settlement Class members on the lists.

Additionally, a Notice will be mailed, by first class U.S. mail, to all persons who request one via the toll-free phone number. The Notice will also be made available on the Settlement website, as described below.

The return address on the Notices will be a post office box maintained by the Notice Administrator. Notices that are returned as undeliverable will be re-mailed to any address indicated by the postal service in the case of an expired automatic forwarding order. For those notices that are returned as non-deliverable but for which a new address is not indicated by the postal service, the Notice Administrator will do additional public record research, using a third-party lookup service to identify potential updated mailing addresses. If any address is found, the Notice will be re-mailed. Address updating and re-mailing for undeliverable Notices will be ongoing.

Finally, the Notice Provider will follow-up the direct mailing of the Long Form Notice with reminder postcards after the opt out deadline to everyone on the mailing lists who has not opted out of the Settlement. The reminder postcards will remind Class members of the important deadlines for submitting a Claim Form.

Paid Publication Notice

To supplemental the direct individual notice, the Notice Plan will utilize a paid media program to reach Class members as well. The program will be based on specifically reaching those people and entities that fit within the Settlement Classes. Therefore, specific media was chosen to reach the various groups included with the Settlement Classes.

The proposed media schedule includes publishing the Publication Summary Notice, in a form approved by the Court, one time in various industry publications, both national and state specific publications, that are specifically targeted to reach corn producers, grain handlers and ethanol plants.

Additionally, there will be digital advertising to provide Class members with notice opportunities beyond the print publications. This will include digital banner advertisement on various social media outlets, including those specifically targeting individuals with an interest in farming. Where possible, these advertisements will provide the ability for Class Members to “click through” directly to the settlement website to submit claims, and they will run until the

deadline for the submission of claims or until Settlement Class Counsel otherwise direct.

Finally, the Notice Plan provide for 30 second radio ads, which will air for two weeks following the initial mailing of the Long Form Notice and will run again for two weeks immediately following the mailing of the reminder postcards. These radio ads will run on hundreds of radio stations.

Press Release

To amplify the Notice Plan, a neutral press release approved by the Parties will be distributed via PR Newswire's US1 distribution which will reach thousands of print and online media outlets. The release will highlight the toll-free telephone number and settlement website address where Class members can obtain additional information relating to the settlement, including requesting a copy of the Long Form Notice.

Trade Organizations and Other Outreach

To build additional reach and extend exposures, the Publication Notice and/or Press Release will be provided to the various corn trade organizations, including various states' corn growers' associations, the National Corn Growers Association, the National Grain and Feed Association for their consideration to distribute to their members or for insertion into their news letters or other communications with their members. Publication Notice by these various

organizations can serve a valuable role by providing additional notice exposures beyond that which is provided by paid media.

In addition, Class Counsel will request that the Farm Service Agency ("FSA") post at local FSA offices and in their newsletters around the country a public notice of the settlement informing claimants how to submit a claim.

Electronic Notice

A Settlement Website will be established at the URL www.XXXX.com to enable potential Settlement Class members to get information on the Settlement.

The website will allow potential Settlement Class members to download the Long Form Notice, submit the Claim Form, and review the Settlement Agreement. It will also have a list of Frequently Asked Questions and Answers, the substance of which will be agreed upon by the Parties. The Settlement Website address will be prominently displayed in all printed notice documents.

Toll-Free Telephone Number And P.O. Box

A toll-free phone number will be established allowing Settlement Class members to call and request that a Notice Packet and a hard copy Claim Form be mailed to them. The toll-free number will also provide Settlement Class members with access to recorded information that will include answers to frequently-asked questions and directs them to the case website. This automated phone system will

be available 24 hours per day, 7 days per week. There will also be live operators who will be available to answer additional questions for Class members.

Finally, a post office box will be established to allow Settlement Class members to contact the Notice Administrator by mail with any specific requests or questions.

Further Supplemental Notice Measures

Class Counsel, in conjunction with the Notice and Claims Administrator, shall monitor the submission of Claim Forms and may in their discretion seek Court approval to perform supplemental or additional forms of outreach not provided for herein.

EXHIBIT 6

to Settlement Agreement

EXHIBIT 6

NON-EXCLUSIVE LIST OF RELEASED PARTIES

Syngenta AG
Syngenta Crop Protection AG
Syngenta Corporation
Syngenta Crop Protection, LLC
Syngenta Seeds, LLC
Ag Connections, LLC
AgBiome, LLC
Agencja Nasienna Sp.z.o.o.
Agragua S.A.
Agri Oss Holding Pte. Ltd.
Agricultural consumer cooperative corn calibrating plant "Kuban"
AgriMetis, LLC
Agrinos A/S
Agrivida, Inc.
Agro Insumos S.A.
AgTech Accelerator Corporation
Agworld Pty Ltd
Amakem NV
Asilomar Bio, Inc.
bci Betriebs-AG
Beijing Zhongke Sanbei Seed Co., Ltd.
BiognoSYS AG
BoMill AB
Boragen Inc.
Campo Limpo Reciclagem e Transformação de Plástico S.A.
CIMO Compagnie industrielle de Monthey SA
Compagnie des Forces Motrices d'Orsières - FMO SA
Consorzio per la Valorizzazione delle Sementi (CONVASE)
Cotton Growers Services Pty Ltd
Cseber Nonprofit Kft.
Devgen NV
Devgen Seeds & Crop Technology Pvt. Ltd.
Edenspace Systems Corporation
Esquejes Sociedad Anónima
Ethiopia Cuttings PLC
EuroFerm GmbH
GB Biosciences LLC
Gedera Seeds International B.V.
Génoplante-Valor S.A.S.
Gilde Europe Food & Agribusiness Fund B.V.
Granaio Italiano S.c.a.r.l.
Greenlight Biosciences Inc.
International School of the Basel Region AG
Jardines Mil Flores Sociedad Anónima
Kapok Plantas S.A.

Kenya Cuttings Limited
Las Vertientes Sociedad Anónima
LongReach Plant Breeders Management Pty. Ltd.
Maïsadour Semences
Metabolon, Inc.
MRI Seed Zambia Ltd.
Nemgenix Pty Ltd.
Novartis Crop Protection (Thailand) Limited
Nutrade Comercial Exportadora Ltda.
OOO Syngenta
OP Nazionale 'Italia Cereali' S.c.a.r.l.
Phytech Ltd.
Planet Labs Inc.
Pollen Limited
PR Research Farm, LLC
Precision Hawk, Inc.
Premier Crop Systems, LLC
PT Devgen Seeds and Crop Technology
PT Syngenta Indonesia
PT Syngenta Seed Indonesia
S4 Holdings Limited
Saatgut-Treuhandverwaltungs GmbH
Sanbei Seed Co., Ltd.
Shouguang Syngenta Seeds Co., Ltd.
Skyline Vet Pharma, Inc.
Società Produttori Sementi S.p.A.
Société Fruitière du Rhône SA
Syngenta (China) Investment Company Limited
Syngenta (Suzhou) Crop Protection Company Ltd.
Syngenta Agrícola Ltda.
Syngenta Agro AG
Syngenta Agro Asia Pacific Pte. Ltd.
Syngenta Agro d.o.o.
Syngenta Agro GmbH
Syngenta Agro S.A.E.
Syngenta Agro S.r.l.
Syngenta Agro SA
Syngenta Agro Uruguay S.A.
Syngenta Agro, S.A. de C.V.
Syngenta Agroservices Asia AG
Syngenta Alpha B.V.
Syngenta Asia Pacific Pte. Ltd.
Syngenta Australia Pty Limited
Syngenta Bangladesh Limited
Syngenta Biosciences Private Limited
Syngenta Biotechnology (China) Co., Ltd.

Syngenta Bulgaria EOOD
Syngenta Canada Inc.
Syngenta Chemicals B.V.
Syngenta Corporation Sdn. Bhd.
Syngenta Corporativo, S.A. de C.V.
Syngenta Crop Protection - Soluções Para A Agricultura, Lda.
Syngenta Crop Protection B.V.
Syngenta Crop Protection Limited
Syngenta Crop Protection Monthey SA
Syngenta Crop Protection N.V.
Syngenta Crop Protection Private Limited
Syngenta Crop Protection S.A.
Syngenta Crop Protection Sdn. Bhd.
Syngenta Czech s.r.o.
Syngenta East Africa Ltd.
Syngenta España S.A.
Syngenta Finance AG
Syngenta Finance N.V.
Syngenta Flowers, LLC
Syngenta France S.A.S.
Syngenta Germany GmbH
Syngenta Hellas AEBE
Syngenta Holding France SA
Syngenta Holding S.L.
Syngenta Holdings Limited
Syngenta Hungary Kft. (Syngenta Magyarorszàg Korlátolt Felelösségü Társaság)
Syngenta Iberoamericana AG
Syngenta India Limited
Syngenta International AG
Syngenta Ireland Limited
Syngenta Italia S.p.A.
Syngenta Japan K.K.
Syngenta Kazakhstan LLP
Syngenta Korea Ltd.
Syngenta Limited
Syngenta Limited Liability Company
Syngenta Maroc SA
Syngenta Nantong Crop Protection Company Limited
Syngenta Nigeria Limited
Syngenta Nordics A/S
Syngenta Overseas AG
Syngenta Pakistan Limited
Syngenta Paraguay S.A.
Syngenta Participations AG
Syngenta Philippines, Inc.
Syngenta Polska Sp.z.o.o.

Syngenta Production France SAS
Syngenta Proteção de Cultivos Ltda.
Syngenta Research Services Pte. Ltd.
Syngenta Rückversicherung AG
Syngenta S.A.
Syngenta Seeds (Beijing) Co., Ltd.
Syngenta Seeds B.V.
Syngenta Seeds GmbH
Syngenta Seeds Limited
Syngenta Seeds N.V.
Syngenta Semences SA
Syngenta Services Hungary Kft. (Syngenta Services Magyarország Korlátolt Felelösségü Tarsaság)
Syngenta Services Private Limited
Syngenta Singapore (Biotech) Pte. Ltd.
Syngenta Slovakia s.r.o.
Syngenta South Africa (Pty) Ltd.
Syngenta South Asia AG
Syngenta Supply AG
Syngenta Sweden AB
Syngenta Taiwan Ltd.
Syngenta Tanzania Limited
Syngenta Tarim Sanayi ve Ticaret A.S.
Syngenta Treasury N.V.
Syngenta UK Limited
Syngenta Ventures Pte. Ltd.
Syngenta Vietnam Ltd.
Syngenta Wilmington Inc.
Terminal Combiné de Monthey SA
Tomaisins International Ltd.
TrueBridge-Kauffman Fellows Endowment Fund III, L.P.
TrueBridge-Kauffman Fellows Endowment Fund IV, L.P.
Vitis SA
VoloAgri Group, Inc.
Xinjiang Huaxi Seed Co., Ltd.
Zeraim Gedera Ltd.
Zeraim Ibérica S.A.U.
Zhangye Sanbei Seed Co., Ltd.

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF SENECA COUNTY, OHIO

Fostoria Ethanol, LLC d/b/a Poet Biorefining-Fostoria
Plaintiff,

vs.

Syngenta Seeds, Inc., *et al.*
Defendants.

Case No. 15 CV 0323

Judge Steve C. Shuff

FILED
COMMON PLEAS COURT
SENECA COUNTY, OHIO
2017 JUN 28 AM 9:58
JEAN A. ECKELBERRY
CLERK

JUDGMENT ENTRY

This matter comes before the court upon consideration of the Motion to Dismiss Plaintiff's Amended Complaint, filed by Syngenta Seeds, Inc., Syngenta Corporation, Syngenta Crop Protection, LLC, and Syngenta Biotechnology, Inc. (collectively, "Syngenta") on February 29, 2016, Plaintiff's Response to the Motion to Dismiss, filed on March 25, 2016, Syngenta's Reply in Support of Motion to Dismiss, filed on April 28, 2016, Syngenta AG and Syngenta Crop Protection Ag's Joinder in the Motion to Dismiss, filed on October 20, 2016, Plaintiff's Response to the Joinder, filed on October 25, 2016, Syngenta's Notice of Supplemental Authority in Support of the Motion to Dismiss, filed on November 1, 2016, and Plaintiff's Response in Opposition to the Notice of Supplemental Authority, filed on November 10, 2016. The court has considered the filings, law, and arguments of the parties. For the reasons set forth below, the court finds the Motion to Dismiss Plaintiff's Amended Complaint, filed by Syngenta on February 29, 2016 well-taken and it is hereby **GRANTED**.

I. Relevant Facts

Plaintiff owns and operates a biorefinery in Fostoria, Ohio which produces ethanol. Ethanol is a biofuel made from corn. A co-product of the production of ethanol is distiller's grains, and one type of distiller's grains is distiller's dried grains with solubles, otherwise known as "DDGS."

Distiller's grains and DDGS are commonly traded commodities, and Plaintiff sells its distiller's grains and DDGS domestically through a broker.

China is a major export market for United States corn and DDGS, however China requires new genetically modified seeds to be planted in China and generate crops before those seeds are eligible to be imported into China. Plaintiff has never exported United States corn, distiller's grains, or DDGS to China.

Syngenta collectively develops and produces agricultural seeds, including "Viptera" and "Duracade" varieties of corn, which are genetically modified. Viptera contains a genetically modified trait known as "MIR 162" and Duracade contains a genetically modified trait known as "Event 5307."

In 2010, the United States Department of Agriculture and the United States Environmental Protection Agency granted registration approval for Syngenta's Viptera corn, and Syngenta began marketing, distributing and selling Viptera corn.

At the time Syngenta began distributing Viptera corn in the United States, Viptera had not yet received approval by foreign markets.

Corn replicates by cross-pollination, and because of this, it was foreseeable that Viptera would cross-pollinate to other corns.

Viptera did cross-pollinate with other corns, and in December 2013, China first discovered that shipments of DDGS from the United States contained Viptera. As a result, China began diligently inspecting shipments

of DDGS from the United States, and rejecting any shipments that contained Viptera, which caused the price of DDGS to fall. Before the discovery by China of Viptera in the DDGS, the United States Department of Agriculture had forecast that China would triple its import of DDGS.

In 2014, Syngenta began marketing Duracade, which is another genetically modified corn seed, which had been deregulated by the USDA in February, 2013. China and several other countries had not yet approved Duracade at the time Syngenta began marketing it in the United States.

In December, 2014, China approved Viptera for import, however the price of DDGS was greatly diminished as a result of the time during which China rejected imports because of its discovery of Viptera.

Plaintiff alleges that Syngenta violated the legal standards of the marketplace and was negligent by marketing and distributing its genetically modified corn seeds in the United States when Syngenta knew that China and other export markets had not yet approved such seeds for import. As a result, Plaintiff alleges that it, and a class consisting of all individuals and entities similarly situated, and specifically "[a]ll ethanol plants, biorefineries or other entities in the State of Ohio who since January 1, 2013, purchased U.S. commodity corn on a commercial basis for the production of ethanol and sold distiller's grains or DDGS to third parties" suffered damages, and are entitled to recovery by Syngenta.

II. Motion to Dismiss

Syngenta moves to dismiss the Amended Complaint, arguing that it fails to state a claim upon which relief may be granted. Specifically, Syngenta argues:

1. Plaintiff's claims are barred by the Economic Loss Doctrine, which prohibits the recovery of economic loss due to another's negligence.
2. Any claim that Syngenta had a duty to segregate Viptera is preempted by The Grain Standards Act.
3. Syngenta did not have a duty to control the conduct of others to segregate Viptera from the corn supply.
4. As a matter of law, Syngenta had no duty to refrain from selling Viptera.
5. The claim for Res Ipsa Loquitur fails as a matter of law.
6. The Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA") preempts any failure-to-warn theory of liability.
7. All claims must be dismissed to the extent they rely on Event 5307/Duracade.
8. Plaintiff's claim for punitive damages must fail because Plaintiff's claim for negligence fails.

Plaintiff opposes the Motion to Dismiss, arguing:

1. The Economic Loss Doctrine does not bar Plaintiff's claims, because Plaintiffs have alleged breaches of non-contractual duties.
2. The Grain Standards Act does not preempt Plaintiff's Claims
3. Syngenta owed Plaintiff a duty of reasonable care.
4. Plaintiff's claim for Res Ipsa Loquitur is viable under Ohio law.
5. FIFRA does not preempt Plaintiff's claims.
6. Plaintiff properly asserts claims based on Duracade.
7. Plaintiff properly and sufficiently pled punitive damages.

III. Law

Rule 12(B)(6) of the Ohio Rules of Civil Procedure allows a party to seek dismissal of a claim for relief for failing to properly state a claim upon which relief may be granted. "In order to sustain dismissal of a complaint under Civ.R. 12(B)(6) for failure to state a claim upon which relief may be granted, it must appear beyond doubt that the plaintiff can prove no set of facts in support of the claim that would entitle the plaintiff to relief." LeRoy, et al. v. Allen, Yurasek & Merklin, et al., 114 Ohio St.3d 323, 326, 872 N.E.2d 254, 2007-Ohio-3608, citing Doe v. Archdiocese of Cincinnati, 109 Ohio St.3d 491, 2006-Ohio-2625, 849 N.E.2d 268.

"The allegations of the complaint must be construed as true." Id., citing Maitland v. Ford Motor Co., 103 Ohio St.3d 463, 2004-Ohio-5717, 816 N.E.2d 1061, ¶ 11.

"Furthermore, the complaint's material allegations and any reasonable inferences drawn therefrom must be construed in the nonmoving party's favor. Id., citing Kenty v. Transamerica Premium Ins. Co., (1995), 72 Ohio St.3d 415, 418, 650 N.E.2d 863.

"It is well settled that the elements of an ordinary negligence are (1) the existence of a legal duty, (2) the defendant's breach of that duty, and (3) damages resulting proximately therefrom." MacDonald v. Webb Insurance Agency, Inc., 49 N.E.3d 807, 812 (Ohio App. 3 Dist. 2015), citing Hartings v. Xu, 3d Dist. Mercer No. 10-13-11, 2014-Ohio-1794, 2014 WL 1692792, ¶ 72.

"[T]he well-established general rule is that a plaintiff who has suffered only economic loss due to another's negligence has not been injured in a manner which is legally cognizable or compensable." Chemtrol Adhesives, Inc. v. American Manufacturers Mutual Insurance Company, et al., 42 Ohio

St.3d 40, 44, 537 N.E.2d 624 (1989), citing Nebraska Innkeepers, Inc. v. Pittsburgh-Des Moines Corp. (Iowa 1984), 345 N.W.2d 124, 126.

"[E]conomic losses are intangible losses that do not arise from tangible physical harm to persons or property." Federal Insurance Company, et al. v. Fredericks, Inc., et al., 29 N.E.3d 313, 320 (Ohio App. 2 Dist.), 2015-Ohio-694, citation omitted.

"[W]here only economic losses are asserted, damages may be recovered only in contract; there can be no recovery in negligence due to the lack of physical harm to persons and tangible things." Id., citation omitted.

"[N]egligence has proved to be among the least fruitful avenues for recovery of economic loss." Chemtrol, supra, at 44, citation omitted.

"[W]here there is no accident, and no physical damage, and the only loss is a pecuniary one, through loss of the value or use of the thing sold, or the cost of repairing it, the courts have adhered to the rule * * * that purely economic interests are not entitled to protection against mere negligence, and so have denied the recovery." Chemtrol, supra, at 44-45, citation omitted.

"In negligence, the law imposes upon the manufacturer of a product the duty of reasonable care. That duty protects the consumer from physical injury, whether to person or property. However, the law of negligence does not extend the manufacturer's duty so far as to protect the consumer's economic expectations, for such protection would arise not under the law but rather solely by agreement between the parties." Chemtrol, supra, at 45.

IV. Analysis

This court is tasked with examining the voluminous filings of each of the parties and the relevant law in relation to the allegations in the Amended Complaint. The question before the court is whether, in construing the allegations in Plaintiff's Amended Complaint as true, and drawing reasonable inferences to be made from those allegations in favor of Plaintiff, Plaintiff states a cause of action against Syngenta that is cognizable under Ohio law. This court finds that it does not.

The parties have each referenced this court to numerous other court opinions from different jurisdictions, and even different countries. This court, however, must apply Ohio law as it has been interpreted by the Ohio Third District Court of Appeals and the Supreme Court of Ohio. While reference to other courts' opinions and rulings may be helpful in applying the law, this court specifically notes that none of those interpretations are binding upon this court.

The court will first address the issue of whether Syngenta owes a duty to Plaintiff. The court finds that Syngenta does owe a duty of reasonable care to Plaintiff and others to protect against *physical harm* from the intended use of its products. See Chemtrol, supra. There has been no case from any court in Ohio presented to this Court to show that Syngenta's duty should extend to economic harm caused by the intended use of its products, and this court declines to invent such a duty.

The court further notes that the creation of such a duty would be unduly burdensome upon manufacturers such as Syngenta and others, and against public policy.

Plaintiff argues that the class of parties entitled to compensation from Syngenta is foreseeable and not so far-removed as to be unduly

burdensome. This court disagrees. If Plaintiff and others in the alleged class can argue that Syngenta owes them a duty as parties who have not purchased corn directly from Syngenta, but use corn affected by Syngenta, where does such liability end? If the market price of DDGS drops because of China's failure to approve a new product, and as a result Plaintiff and others are entitled to damages, what about those in the transportation industry who lose profits because of less product being shipped to China? What about the brokers of the products themselves who have a vested interest in the further demand of the product they are selling? What about the manufacturers of the parts on the ships, trains and trucks whose products are not used as much due to decreased demand of DDGS? Should liability also extend to these parties, and if so, where should the line of liability be drawn?

This court finds that attempting to draw such liability is not supported by Ohio law, nor is a theory of such liability consistent with the free market concepts used in the United States of America.

Syngenta sold a product in the United States of America that was authorized for sale in the United States of America by the appropriate regulatory bodies. This court is not persuaded by any reasoning which determines that progress and development in agriculture within the United States of America should be delayed or put on hold until the government of China, or any other foreign government so approves of a product. Such an interpretation is against public policy.

This court further notes that the damages Plaintiff alleges it suffered due to the natural laws of supply and demand were foreseeable to Plaintiff as a result of regular market activity. Plaintiff voluntarily chose to participate in the free market of ethanol production in the United States of

America; a market that is a necessary partner of the corn industry. Further, it is a market that is the subject of ongoing advancements in genetically modified seeds and crops.

Plaintiff also explains in its Amended Complaint the process by which corn can easily cross-pollinate. See Plaintiff's Amended Complaint, ¶ 26. Further, Plaintiff admits that the market for DDGS is heavily reliant on exports to foreign countries, and that those countries often have a delayed period of approval for new genetically modified food products, even going so far as to state that China, a major market for DDGS, "has long been resistant to new genetically modified crops . . ." See Plaintiff's Amended Complaint, ¶ 19. It is also clear that the appropriate regulatory agencies did not place any stipulations upon Syngenta to refrain from distributing or selling its product in the United States of America until other foreign markets had approved it as well.

This court finds that a policy which requires genetically modified crop manufacturers to shield others, including those within Plaintiff's alleged class, from damages they suffer in the free market in which they voluntarily chose to participate would not be proper. In introducing new products into a huge international market, Syngenta does not owe a duty to such market participants to shield them from economic losses suffered as that market shifts and adjusts in accordance with those new technologies.

This court cannot fathom nor has it been shown any binding court precedent in support of an interpretation of American tort law that places a duty upon parties acting within the United States of America that is dependent upon the approval of a foreign government of advances in any type of technology, manufacturing, or agriculture. Such an interpretation of law works to inhibit advances in such technologies within the United States

of America by having a chilling effect on those parties investing time and resources into their creation, and can ultimately slow the progress of such markets in the long term.

Having found that Syngenta owes a limited duty to consumers to protect from physical damage resulting from the intended uses of its products, the court must now consider whether Plaintiff alleges in its Amended Complaint a cause of action sufficient to show the breach of that duty.

In a clear attempt to shield its Amended Complaint from application of the Economic Loss Doctrine, Plaintiff generally notes that it has suffered "property damage" as a result of Syngenta's actions. See Plaintiff's Amended Complaint, ¶¶ 11, 54. However, Plaintiff's mere addition of the words "property damage" in its Amended Complaint is not enough, even when construing the allegations as true, to adequately state a claim for such damage.

Plaintiff's Amended Complaint alleges that it has suffered actual economic harm as a result of the loss in market price for DDGS. Further, and as noted by Judge Lungstrum in In Re: Syngenta AG MIR 162 Corn Litigation, in The United States District Court for the District of Kansas, Case Number 14-md-2591-JWL, Plaintiff cannot plausibly claim that all members of the class suffered property damage, nor does Plaintiff attempt to do so. In ¶ 41 of Plaintiff's Amended Complaint, when describing the class to which it alleges it belongs, Plaintiff does not reference at all any "property damage" but rather specifically references damages sustained as a result of the failure of the Chinese market to approve Viptera and/or Duracade corn/DDGS for import for a period of time.

This court therefore finds Plaintiff in this case is requesting recovery in negligence based upon claims of purely economic loss. The economic loss doctrine, as discussed above, bars such claims.

Because Plaintiff has not properly stated a claim upon which relief can be granted under a theory of negligence, Plaintiff's claim for recovery under the theory of Res Ipsa Loquitur and its claim for punitive damages fail as a matter of law.

V. Conclusion

For the reasons stated above, Motion to Dismiss Plaintiff's Amended Complaint, filed by Syngenta Seeds, Inc., Syngenta Corporation, Syngenta Crop Protection, LLC, and Syngenta Biotechnology, Inc. (collectively, "Syngenta") on February 29, 2016 is found well-taken and is hereby **GRANTED**. The Amended Class Action Complaint, filed on December 18, 2015 is **DISMISSED WITH PREJUDICE**.

IT IS SO ORDERED.

JUDGE STEVE C. SHUFF

TO THE PARTIES: THIS IS A FINAL APPEALABLE ORDER PURSUANT TO OHIO CIVIL RULE 54.

To the Clerk: Please send copies of this Judgment Entry by regular United States mail to the following:

1. Andrew P. George, P.O. Box 36, Lebanon, OH 45036;
2. Martin J. Phipps, Barry Deacon, Jason A. Milne & Meagan M. Talafuse, 102 9th Street, San Antonio, TX 78215;
3. Clayton A. Clark, Scott A. Love & William W. Lundquist, 440 Louisiana Street, Ste. 1600, Houston, TX 77002;
4. David S. Frederick, Sean A. Lev, Matthew M. Duffy & Joshua Hafenbrack, 1615 M Street NW, Ste. 400, Washington, DC 20036;
5. Peter J. Flowers & Brian J. Perkins, 3 North Second Street, Ste. 300, St. Charles, IL 60174;
6. Michael K. Johnson, 33 S. Sixth Street, Ste. 4530, Minneapolis, MN 55402;
7. Jeffrey A. Lipps & Joel E. Sechler, 280 Plaza, Ste. 1300, 280 N. High Street, Columbus, OH 43215;
8. Michael D. Jones, Edwin John U, Patrick F. Philbin & Ragan Naresh, 655 Fifteenth Street, NW, Washington, DC 20005-5793;
9. Thomas P. SHult & Ryan C. Hudson, 2600 Grand Boulevard, Ste. 1200, Kansas City, MO 64108.

FILED
COMMON PLEAS COURT
SENECA COUNTY, OHIO
2017 JUN 28 AM 9:58
JEAN A. ECKELBERRY
CLERK

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

IN RE SYNGENTA AG MIR162 CORN LITIGATION	**Master File No. 2:14-MD-02591-JWL-JPO**
THIS DOCUMENT RELATES TO ALL CASES EXCEPT: ***Louis Dreyfus Company Grains Merchandising LLC v. Syngenta AG, et al., No. 16-2788-JWL-JPO*** ***Trans Coastal Supply Company, Inc. v. Syngenta AG, et al., No. 2:14-cv-02637-JWL-JPO*** ***The Delong Co., Inc. v. Syngenta AG et al., No. 2:17-cv-02614-JWL-JPO*** ***Agribase International Inc. v. Syngenta AG, et al., No. 2:15-cv-02279***	**MDL No. 2591**

DECLARATION OF PATRICK J. STUEVE

I, Patrick J. Stueve, declare as follows, pursuant to 28 U.S.C. § 1746:

1. I make this declaration based on my personal knowledge and if called to testify to the contents hereof, I could and would competently do so.

2. I am an attorney with the law firm Stueve Siegel Hanson LLP. Along with William B. Chaney, Scott A. Powell, and Don M. Downing, I was appointed by the Court as Co-Lead Counsel and Class Counsel for the plaintiffs in this MDL. As briefly summarized below, I was intimately involved in the conduct of discovery, trial preparation and trial of all aspects of the MDL Litigation. My direct involvement in all aspects of the litigation forms the basis of my judgement that this settlement is fair, reasonable and adequate.

3. I respectfully submit this Declaration in support of Plaintiffs' Memorandum of Law

in Support of their Motion for Preliminary Approval of Settlement, Provisional Certification of Settlement Class and Subclasses, Appointment of Settlement Class Counsel, Subclass Counsel, and Class Representatives, Approval to Disseminate the Class Notice, Appointment of the Notice Administrator and Claims Administrator and Special Masters, and Appointment of a Schedule for the Final Approval Process.

4. MDL Plaintiffs took the lead in preparing a response to Syngenta's initial motion to dismiss and in presenting oral argument on that motion. After the Court issued its Memorandum and Order granting in part and denying in part the motion to dismiss, we proceeded immediately into discovery. In fact, discovery proceeded immediately upon appointment of counsel after the Court ordered production of the documents produced in the *Bunge* litigation in the United States District Court for the Northern District of Iowa and regulatory documents, some of which formed the basis for the plaintiffs' early, amended consolidated complaints.

5. Co-Lead Counsel also negotiated a Coordination Order with Syngenta and lead counsel in the Minnesota proceedings that set out the terms in which the MDL would share work product with Minnesota plaintiffs and counsel. Pursuant to that agreement and order, which was ultimately entered in both this MDL and the Minnesota cases, the plaintiffs coordinated discovery against Syngenta and with respect to numerous third-party exporters and trade organizations. Plaintiffs in the MDL served written discovery on Syngenta, and we negotiated search terms and protocols relevant to that discovery with Syngenta and with various third parties. Ultimately we obtained more than 2.3 million pages of responsive documents from these parties, which were collected into a consolidated document depository made available in all coordinating cases. The documents were subject to a thorough, multi-level document review by attorneys of various experience levels, resulting in a systematic narrowing of key documents, by which the documents

were first reduced to "hot" documents and ultimately reduced to deposition and trial exhibits.

6. On behalf of Plaintiffs in the MDL and under the terms of the Coordination Order, MDL Co-Lead Counsel or another member of their firms deposed all or nearly all of the thirty-one Syngenta witnesses over the course of fifty-seven days on four continents – the United States, Europe, Asia, and Australia. In total, 5,717 documents were marked as exhibits in depositions.

7. Plaintiffs in the MDL, through MDL Co-Lead Counsel, organized a deposition team to prepare and produce plaintiffs in the eight bellwether states selected by the Court. This team traveled across the Corn Belt obtaining responses to written discovery, collecting documents, and producing (on behalf of, or in conjunction with, individual counsel for the plaintiff) approximately fifty bellwether plaintiffs and each of the class representatives from the eight bellwether states. In all, seventy-seven plaintiff depositions were taken in the MDL.

8. MDL Plaintiffs developed six MDL producer experts, including two agricultural economists. The MDL and Minnesota Class Plaintiffs jointly retained these two agricultural economists initially to provide opinions in support of class certification and ultimately for the purposes of trial. These experts laid out the evidence of common injury and a class-wide damages methodology. We produced both experts for deposition on June 28-29, 2016, and July 6, 2016, and put them on the stand at the Court's class-certification evidentiary hearing.

9. Plaintiffs in the MDL filed a motion for class certification. Syngenta filed a vigorous opposition brief, supported by three experts. These experts were deposed in the MDL, and a reply brief was prepared and filed. Following an evidentiary hearing in which the Plaintiffs' experts were put on the stand, the Court granted certification of the nationwide class and eight state bellwether classes.

10. After the Court granted class certification, and the subsequent denial of interlocutory

review by the Tenth Circuit, we retained Analytics to prepare and disseminate a first-class, mailed notice to the respective classes.

11. In addition to the two agricultural economists, we retained and worked with four additional experts to prepare reports and sit for depositions as part of the MDL. The topics of their reports included biotechnology, the standard of care, GMO cross pollination, and the Chinese regulatory system.

12. Syngenta produced reports for twelve experts in the MDL. MDL Co-Lead Counsel or another MDL attorney deposed ten of these experts prior to class certification and/or summary judgment. All of the experts were deposed.

13. On June 5, 2017, a jury trial began in the MDL of the claims asserted on behalf of the Kansas class. On June 23, 2017, the jury returned a $217.7 million verdict on behalf of the Kansas class.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed this 9th day of March, 2018, at Kansas City, Missouri.

/s/ Patrick J. Stueve
Patrick J. Stueve

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

IN RE SYNGENTA AG MIR162 CORN LITIGATION **THIS DOCUMENT RELATES TO ALL CASES EXCEPT:** ***Louis Dreyfus Company Grains Merchandising LLC v. Syngenta AG, et al., No. 16-2788-JWL-JPO*** ***Trans Coastal Supply Company, Inc. v. Syngenta AG, et al., No. 2:14-cv-02637-JWL-JPO*** ***The Delong Co., Inc. v. Syngenta AG et al., No. 2:17-cv-02614-JWL-JPO*** ***Agribase International Inc. v. Syngenta AG, et al., No. 2:15-cv-02279***	**Master File No. 2:14-MD-02591-JWL-JPO** **MDL No. 2591**

DECLARATION OF DANIEL E. GUSTAFSON IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF THE SETTLEMENT, PROVISIONAL CERTIFICATION OF SETTLEMENT CLASSES AND SUBCLASSES, APPOINTMENT OF SETTLEMENT CLASS COUNSEL, SUBCLASS COUNSEL, AND CLASS REPRESENTATIVES, APPROVAL TO DISSEMINATE THE CLASS NOTICE, APPOINTMENT OF THE NOTICE ADMINISTRATOR AND CLAIMS ADMINISTRATOR AND SPECIAL MASTERS, AND ADOPTION OF A SCHEDULE FOR THE FINAL APPROVAL PROCESS

Pursuant to 28 U.S.C. § 1746, I, DANIEL E. GUSTAFSON, hereby declare and state as follows:

1. I am licensed to practice law in the State of Minnesota and am admitted to practice in the District of Minnesota. I am a member of Gustafson Gluek PLLC.

2. I am proposed Co-Class and Co-Subclass Counsel, respectively, for both the proposed Settlement Class and the proposed settlement subclass of corn producers who did not purchase Agrisure Viptera and Agrisure Duracade corn seed, as defined in the accompanying motion for, among other things, preliminary settlement approval and provisional settlement class certification.

3. I respectfully submit this Declaration in Support of Plaintiffs' Motion for Preliminary Approval of the Settlement, Provisional Certification of Settlement Classes and Subclasses, Appointment of Settlement Class Counsel, Subclass Counsel, and Class Representatives, Approval to Disseminate the Class Notice, Appointment of The Notice Administrator and Claims Administrator and Special Masters, and Adoption of a Schedule for the Final Approval Process.

4. On August 5, 2015, William Sieben and I were appointed Co-Lead Interim Class Counsel for a Minnesota proposed class of corn producers by Judge Spikins in *In re Syngenta Class Action Litigation*, Court File Nos. 27-CV-15-12625 and 27-cv-15-3785 (4th Jud. Dist. Ct. Minn.) ("Minnesota Actions").

5. I was actively involved in all aspects of the litigation in the Minnesota Actions, working closely with William Sieben as well as Lewis A. Remele, Jr. and Francisco Guerra, IV who were appointed as Co-Lead Counsel for the Individual Plaintiffs in the Minnesota Actions. I was intimately involved in the conduct of discovery, expert work, and trial preparation of all aspects of the Minnesota Actions. My direct involvement in all aspects of the litigation forms the basis of my judgement that this settlement is fair, reasonable and adequate

6. Throughout this litigation, the MDL and Minnesota plaintiffs coordinated discovery efforts against Syngenta, which included the production of millions of pages of

documents, depositions of numerous Syngenta employees or former employees and third-party witnesses. Minnesota Co-Lead Counsel, or counsel designated by them, participated in all or nearly all of those depositions.

7. In the Minnesota Actions, the plaintiff class representatives' depositions were taken, as were those of numerous bellwether plaintiffs. Minnesota Co-Lead Counsel organized various lawyers to act as a deposition team to prepare and produce plaintiffs for deposition. These depositions occurred in several states across the country. In addition, Minnesota Co-Lead Counsel or the counsel designated by them responded to written discovery propounded on the plaintiffs' class representatives' and bellwether plaintiffs and collected and produced documents on behalf of those plaintiffs.

8. The MDL and Minnesota Class Plaintiffs jointly retained two agricultural economists to provide opinions in support of class certification. On June 15, 2016, Plaintiffs in the Minnesota Actions moved to certify the Minnesota class, using the same expert agricultural economists whose reports were submitted in the federal MDL. Syngenta deposed these experts and then filed a forceful opposition brief, supported by its own expert reports. MDL counsel and Minnesota counsel deposed Syngenta's experts for class certification in August 2016. On august 17, 2016, Minnesota plaintiffs filed their reply brief in support of their motion class certification.

9. This Court held an evidentiary hearing on the MDL Plaintiff corn producers' class certification motion in September 2016, which Judge Thomas M. Sipkins, then presiding over the Minnesota state court, attended. During that hearing, the Court heard testimony from both of Plaintiffs' agricultural economists and argument from counsel. On September 16, 2016, the Minnesota state court separately heard argument on Minnesota Plaintiffs' motion for class certification.

10. On November 3, 2016, the Minnesota state court granted in full the Minnesota Plaintiffs' class motion.

11. Syngenta petitioned for interlocutory appeal but, on January 10, 2017, the Minnesota Court of Appeals denied interlocutory review.

12. Notice was sent by first-class mail to Class Members in the Minnesota Actions on February 17, 2017.

13. With respect to the merits, Plaintiffs in the Minnesota Actions prepared and produced twelve expert witnesses on issues related to biotechnology, the standard of care, GMO cross-pollination, the Chinese regulatory system, corporate governance, agricultural economics, and damages.

14. Syngenta produced reports for fourteen experts in the Minnesota Actions.

15. All of the merits experts for both parties were deposed.

16. On April 26, 2017, just prior to the start of the first individual plaintiff trial in Minnesota, a mistrial was declared in the bellwether case due to a problem that arose with the jury. That trial was re-scheduled to begin July 10, 2017 but was resolved on the eve of trial.

17. On August 9, 2017, I was appointed as a Member of the Plaintiffs' Settlement Negotiation Committee (hereinafter "PNC") by this Court, along with Christopher A. Seeger, Mikal Watts, and Clayton A. Clark. That same day, the courts in the Minnesota Actions and in the Illinois Actions also entered similar orders.

18. On September 11, 2017, a jury trial began in Minnesota on behalf of the Minnesota class. On September 25, 2017, mid-way through the Minnesota class trial, Syngenta and the PNC entered into a settlement term sheet and Judge Laurie Miller, who was presiding over the Minnesota Actions, dismissed the jury.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 9, 2018

/s/ Daniel E. Gustafson
Daniel E. Gustafson

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

IN RE SYNGENTA AG MIR162 CORN LITIGATION **THIS DOCUMENT RELATES TO ALL CASES EXCEPT:** ***Louis Dreyfus Company Grains Merchandising LLC v. Syngenta AG, et al., No: 16-2788-JWL-JPO*** ***Trans Coastal Supply Company, Inc. v. Syngenta) AG, et al, 2:14-cv-02637-JWL-JPO*** ***The Delong Co., Inc. v. Syngenta AG et al., No. 2:17-cv-02614-JWL-JPO*** ***Agribase International Inc. v. Syngenta AG et al., No. 2:15-cv-02279-JWL-JPO***	**Master File No. 2:14-MD-02591-JWL-JPO** **MDL No. 2591**

DECLARATION OF CHRISTOPHER A. SEEGER

CHRISTOPHER A. SEEGER declares the following, pursuant to 28 U.S.C. § 1746:

1. I am a founding member of the firm of Seeger Weiss LLP, and am admitted to practice in the states of New York and New Jersey and in the federal courts of New York and New Jersey, among others.

2. I am proposed Co-Class and Co-Subclass Counsel, respectively, for both the proposed Settlement Class and the proposed settlement subclass of corn producers who did not purchase Agrisure Viptera and Agrisure Duracade corn seed, as defined in the accompanying motion for, among other things, preliminary settlement approval and provisional settlement class

certification. I submit this Declaration in support of that motion. The statements in this Declaration are based on my personal knowledge.

3. By Order dated August 9, 2017 (ECF No. 3366), this Court, in consultation with the judges presiding over cognate litigation in other federal and state courts and Special Master Ellen K. Reisman, appointed me as a member of the Plaintiffs' Settlement Negotiation Committee ("PNC") to work towards reaching a global resolution of these various matters. Mikal Watts, Clayton A. Clark, and Daniel E. Gustafson were also named to the PNC.

4. The Court directed the parties to "report on a weekly basis to the Honorable David R. Herndon" – the judge presiding over several removed mass tort actions against Syngenta[1] in the Southern District of Illinois. Aug. 9, 2017 Order at 3. Judge Herndon subsequently appointed the Honorable Daniel Stack (ret.), who was special discovery master in the Illinois state and federal MIR 162-related litigation brought against Syngenta, to assist in settlement negotiations.

5. The PNC frequently met by phone with counsel for Syngenta, Special Master Reisman, and Judge Stack, as well as in person on many occasions, including in New York City, Washington, D.C., Minneapolis, St. Louis, and Chicago.

6. On September 25, 2017, mid-way through a class trial in the centralized Minnesota state court litigation presided over by Judge Laurie Miller in *In re Syngenta Class Action Litigation*, Court File No. 27-CV-15-12625 and 27-cv-15-3785 (4th Jud. Dist. Ct. Minn., the PNC executed a term sheet with Syngenta, providing for a $1.51 billion settlement. Thereupon, the jury in the Minnesota case was released.

[1] For the sake of simplicity and brevity and consistent with the definition in the accompanying preliminary approval motion papers, "Syngenta" refers collectively to the various affiliated defendants in these related litigations.

7. Several months of further, intense negotiations ensued over the precise terms of the settlement and the process for distributing the funds proceeded between the PNC, Syngenta, and Co-Lead and Class Counsel Patrick J. Stueve (on behalf of the classes certified in the multidistrict litigation centralized in this Court).

8. In addition, separate counsel – Lynn R. Johnson, Kenneth A. Wexler, and James E. Cecchi – were involved in order to negotiate for the amount of relief and procedure for compensating members of three subclasses (respectively, of corn producers who purchased Syngenta's Agrisure Viptera and Duracade corn seeds, grain handling facilities, and ethanol production facilities).

9. At all times, the negotiations were held at arm's-length and were non-collusive, and on many occasions were highly intense and contentious. The assistance and involvement of Special Master Reisman and Judge Stack were required on numerous occasions. After the term sheet was signed, the parties conferred regularly by telephone conference call and met in person on numerous occasions.

10. Throughout this time, the Court and Judges Herndon and Miller all played a critical active oversight role in these negotiations, holding regular telephone calls with the Special Master on at least a weekly basis, and helping counsel at meetings held in the Southern District of Illinois, Kansas City, and Minnesota to break the impasse on thorny issues that had become obstacles to the hammering out of a comprehensive settlement agreement.

11. Reflecting the vigorous representation by the parties involved and the extent to which each side was negotiating on behalf of their constituents, this Court, and the other courts, convened two in-person conferences to discuss the status of the settlement. *See* Orders Setting Settlement Status Conference, ECF Nos. 3481, 3488. A further conference was set for February

26, 2018 in the event that the parties had not finalized settlement documents, and the Court ordered that the conference would "continu[e] from day-to-day thereafter." Order Regarding Settlement Status Report, ECF No. 3492, at 2.

12. Additional in-person meetings between parties were held in New York on February 21-22, 2018. Ultimately, on February 26, 2018, after months of hard-fought negotiations, Class Counsel in the MDL, Settlement Class Counsel, Subclass Counsel, the PNC, and Syngenta executed a Settlement Agreement.

13. During the past two decades, I have been the lead or co-lead negotiator of some of the country's most notable litigation settlements, including, for example, those resolving *In re National Football League Players' Concussion Injury Litigation* (MDL No. 2323), *In re Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation* (MDL No. 2672), *In re Zyprexa Products Liability Litigation* (MDL No. 1596), and *In re Vioxx Products Liability Litigation* (MDL No. 1657). Although each of those cases involved many hundreds of millions or billions of dollars in settlement compensation and a wide variety of vexing procedural and legal challenges, the negotiations in this case were no less complex, vigorously fought, or multidimensional.

14. I declare under penalty of perjury that the foregoing is true and correct.

Executed this 10th day of March, 2018

/s/ Christopher A. Seeger
CHRISTOPHER A. SEEGER

UNITED STATES DISTRICT COURT
DISTRICT OF KANSAS

IN RE SYNGENTA AG MIR 162 CORN LITIGATION THIS DOCUMENT RELATES TO: All Actions	Master File No. 2:14-MD-02591-JWL-JPO MDL No. 2591

DECLARATION OF ORRAN L. BROWN, SR. IN SUPPORT OF NOTICE PLAN

I, ORRAN L. BROWN, SR., hereby declare and state as follows:

I. INTRODUCTION

1. ***Personal Information.*** My name is Orran L. Brown, Sr. I am the Chairman and a founding partner of BrownGreer PLC, located at 250 Rocketts Way, Richmond, Virginia 23231.

2. ***The Capacity and Basis of this Declaration.*** I am over the age of 21. The matters set forth in this Declaration are based upon my personal knowledge and information received from the parties in this proceeding (the "Parties"). The opinions presented and recommendations made in this Declaration rest on my training and experience.

3. ***The Purpose of this Declaration.*** I submit this Declaration to describe my experience, the Notice Plan being developed for the proposed class action settlement of this litigation, and why my professional opinion is that the Notice Plan will be effective and will constitute the best notice that is practicable under the circumstances to the members of the class involved in this settlement, pursuant to Fed. R. Civ. P. 23(c)(2)(B).

II. BACKGROUND AND EXPERIENCE

4. ***Summary of My Personal Experience.*** I have worked in the mass claims area, including class actions, for over 25 years. I have extensive experience as a lawyer handling class action proceedings, settlements and notices; as a claims administrator designing and implementing class action settlements, notice plans and notices to claimants and counsel; as a notice administrator; as a trustee or special master involved in multiple claim proceedings; and as an educator on class actions and other complex litigation. My personal biography is attached to this Declaration as Exhibit 1.

5. ***General Description of BrownGreer.*** BrownGreer has specialized in notice administration and settlement administration since my partner, Lynn Greer, and I founded the firm in 2002. We are experts in the legal and administrative aspects of the design, approval, and implementation of notice plans, settlement programs and the design, staffing and operation of claims facilities to provide damages payments, medical monitoring, or other benefits for the resolution of multiple claims through class action settlement, bankruptcy reorganization, voluntary agreement, or other aggregation vehicles. We have played major roles in many of the largest and most complex multiple claim proceedings and multiple claim settlement programs in history, serving as administrators, special masters, trustees, or settlement counsel. The BrownGreer summary attached as Exhibit 2 to this Declaration provides detail on our firm.

6. ***Summary of Experience with Notices and Notice Programs.*** BrownGreer has performed crucial administration or review roles in more than 70 major programs involving the disposition of over $33 billion in payments to qualifying claimants. In the course of the implementation of claims programs, BrownGreer has designed, written and issued over 12

million notices to claimants and counsel on the outcome of the review of their claims. My work as a lawyer and claims administrator regularly involves drafting the text of notices to known and unknown claimants or members of a class or settlement group, designing the appearance of such notices to make them concise, clear and understandable, and designing and implementing the method of distributing such notices in the best practicable manner to the persons or entities affected by them. In its capacity as a notice administrator, BrownGreer has sent more than 30 million direct notices by mail and email and has designed and implemented print and internet publication notice campaigns achieving hundreds of millions of exposures. We have extensive experience in all aspects of notice and settlement design and implementation, including:

(a) On countless occasions, I have drafted and overseen the implementation of specific campaigns to certain groups of claimants before an existing claims facility to accelerate the disposition of stalled claims, to alert claimants to information and materials needed to complete their claims to be reviewed for eligibility determinations, and to advise claimants of the results of processing steps on their claims.

(b) I have designed, and we have programmed, tested, hosted and maintained, many settlement websites to provide information on programs and containing complex functionality permitting claimants and their counsel to submit claims materials, receive notices on claim outcomes, take action on claims, and request materials.

(c) We have designed, staffed, trained and operated call center systems and automated call systems for claimants and counsel to hear information on settlement programs, request information on notices and programs, or speak with specialists in the programs.

(d) I have advised and participated in the implementation of notice programs to known and unknown potential claimants or class members, assessed the reasonableness and sufficiency of such notice programs, from both practical and legal perspectives, and worked with marketing consultants to place public notice in written and broadcast media.

(e) I regularly advise companies and claims administrators and draft individual group notices to conform to applicable legal requirements and to make the text and instructions provided in such notices comprehensible and as simple as possible.

7. ***Highlights of Major Notice Plan Projects.*** Here are some of our more extensive projects regarding notice programs:

(a) **Notice of Final Dalkon Shield Claim Filing Deadline:** I drafted the notices and designed the entire notice campaign issued by the Dalkon Shield Claimants Trust to provide public notice of the final deadline for the submission of any claim relating to the Dalkon Shield device to the claims facility. This campaign included a publication in mid-April 1994, in sixty-eight newspapers in the United States and internationally, of a quarter-page notice explaining the final claims deadline and the steps necessary to submit a claim before the deadline. The supervisory court found this notice to be sufficient to advise potential claimants, whose identities could not be determined through due diligence, of the deadline and the opportunity to receive compensation through the claims resolution process. *See In re A.H. Robins Co. (Smith v. Dalkon Shield Claimants Trust)*, 197 B.R 495 (E.D. Va.1995); *In re A.H. Robins Co. (Allen v. Dalkon Shield Claimants Trust)*, 197 B.R 501 (E.D. Va. 1995); *In re A.H. Robins Co. (Warren v. Dalkon Shield Claimants Trust)*, 197 B.R 503 (E.D. Va. 1995); *In re A.H. Robins Co. (Rothbard v. Dalkon Shield Claimants Trust)*, 197 B.R 509 (E.D. Va. 1996); *In re A.H. Robins Co. (Bennett v. Dalkon Shield Claimants Trust)*, 204 B.R 194 (E.D. Va. 1996).

(b) **Initial Notice of Diet Drug Settlement:** I participated in the implementation of the notice campaign to provide notice of the preliminary approval of the national class action settlement of the diet drug litigation in 2000. This campaign included a television commercial broadcast 106 times over a period of five weeks on network television and 781 times, for six consecutive weeks, on various cable networks. It also included a summary notice that appeared repeatedly in several magazines between January and March 2000, and as a one-third page black and white advertisement in four national newspapers, 77 local newspapers, three newspapers distributed throughout the United States territories and four newspapers targeted to the Hispanic market. This summary notice was also published in a variety of publications targeted to health care providers and pharmacists. The notice was mailed to all pharmacists in the United States, physicians who were likely to have prescribed the diet drug to patients, and to a mailing list of known diet drug users. The actual notice was an extensive packet of materials that included an Official Court Notice, a simpler Guide to Class Members, and claim forms that were all mailed to over 1,175,750 known class members. This notice campaign was approved by the supervisory court as sufficient in *Brown v. American Home Products Corporation*, (*In re Diet Drugs Products Liability Litigation)*, MDL No.1203, 2000 WL 1222042 (E.D. Pa. 2000).

(c) **Notice of Final Judicial Approval of the Diet Drug Settlement:** As required by the Settlement Agreement in the diet drug litigation, I, along with Class Counsel and other parties, drafted the Official Court Notice mailed in February 2002 to over 830,500 persons on the official notice list, of the final judicial approval of the settlement, the claims filing and medical diagnosis deadline dates affected by the date of final approval, the terms of the Settlement Agreement and benefits available, the steps required to seek benefits or opt out of the settlement, and the consequences of failing to act by the deadlines.

(d) **Notice of Nextel Communications Settlement:** In January of 2004, I served as an expert witness in the class action field and advisor to the court on the adequacy of notification procedures in a large consumer class action involving alleged improper monthly billing by Nextel Communications. The notice campaign included a combination of print publication and direct mail notice and reached nearly five million class members.

(e) **Notice of Seventh Amendment to the Diet Drug Settlement:** In June 2004 through September 2004, I, Class Counsel, and other counsel drafted and designed the Official Court Notice of the Seventh Amendment to the Settlement Agreement, which required new notice to all known Diet Drug class members. This notice described the terms of the Seventh Amendment, explained what benefits were available to class members under the agreement and provided direction to class members intending to object to or opt out of the new agreement, and consisted of both a detailed notice and a concise summary notice. I testified regarding the Seventh Amendment and the notice plan during the fairness hearing on the Seventh Amendment before the United States District Court for the Eastern District of Pennsylvania on January 19, 2005. The United States District Court for the Eastern District of Pennsylvania approved this notice plan as compliant with due process and Rule 23 in PTO 3880 - Preliminarily Approving the Seventh Amendment to the Nationwide Class Action Settlement Agreement with American Home Products Corporation, Approving the Form of Notice, and Scheduling a Hearing Regarding the Amendment (Document No. 104343), (August 26, 2004). BrownGreer mailed these notices from September – November 2004 to over 525,000 class members in the Trust's claims database and handled all aspects of returned and re-issued mail. The United States District Court for the Eastern District of Pennsylvania approved the Seventh Amendment in PTO 4567 (Document No. 105062) (March 15, 2005).

(f) **Notice of Telephone Consumer Protection Act Class Action Settlement.** In July 2014, my firm and I were appointed by the United States District Court for the Northern District of Illinois to serve as the Notice and Claims Administrator for the $75,455,098.74 nationwide settlement program for alleged violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq*. We advised the parties on the notice plan for that action, and I submitted a Declaration in support of the Motion for Preliminary Approval regarding the settlement. BrownGreer implemented the notice campaign to provide notice of the class action settlement to users of approximately 21,200,000 unique cell phone numbers. This campaign primarily occurred in August 2014 through September 2014 and included individual emails, direct mailing of postcards, internet banner notice, and paid search terms. To inform the internet notice campaign, BrownGreer developed a comprehensive target audience profile for the class and designed a program tailored to that profile. BrownGreer sent over 16,500,000 notices, and the banner notice campaign enjoyed over 19,000,000 impressions throughout the display period. BrownGreer successfully reached over 96% of the known Settlement Class and nearly 92% of the estimated total Settlement Class. The supervisory court approved the notice campaign on February 12, 2015 in *In re Capital*

One Telephone Consumer Protection Act Litigation, MDL No.2416, 12 C 10064 (N.D. Ill. 2015).

(g) **Notice of Court Ordered Victim Compensation Program.** On August 19, 2016, my firm and I were appointed by the United States District Court for the District of Arizona in the Court's Order Re Victim Compensation (*Melendres v. Arpaio*, Case No 2:06-cv-02513-GMS (D. Ariz)) to serve as the Third-Party Administrator managing a mass Notice and Claims Processing Plan. The Maricopa County Board of Supervisors created a fund of $500,000 to compensate individuals who claimed that their constitutional rights were violated as a result of detention by the Maricopa County Sheriff's Office. For that matter, we designed a multi-faceted notice plan in Spanish and English that includes (1) letters mailed directly to known potential class members; (2) outreach to local and international community organizations and government consulate offices; (3) print publication notice in relevant periodicals; (4) radio advertisements on regional stations; (5) a dedicated settlement website; (6) internet banner ads; (7) paid search terms; (8) Facebook ads; and (9) a national press release.

(h) **Notice of Nationwide Consumer Product Settlement.** In September 2017, my firm and I were appointed by the United States District Court for the Eastern District of Washington to serve as the Notice and Claims Administrator for a $3,800,000 nationwide class settlement related to allegedly defective instant hot water filters sold and installed throughout the United States. For that matter, we designed a multi-faceted notice plan that includes (1) letters mailed directly to known potential class members; (2) postcards mailed to businesses that may have sold, installed, or serviced the subject product; (3) print publication notice in a national consumer magazine, a national newspaper, a national newspaper supplement, and a national trade magazine; (4) a dedicated settlement website; (5) internet banner ads; (6) paid search terms; (7) Facebook ads; and (8) a national press release. On September 8, 2017, the supervisory court approved the notice campaign in *Desio v. Emerson Electric Co. d/b/a InSinkErator*, No. 2:15-cv-00346-SJM (E.D. Wash. 2017).

8. ***Other Relevant Notice Experience.*** In addition to the notice plan projects highlighted in Paragraph 7, BrownGreer has administered, served as experts, and/or otherwise consulted with settled parties on many other notice programs approved as sufficient by the overseeing court, such as the programs implemented in these cases:

(1) *Acosta v. Tyson Foods, Inc.*, No. 8:08-cv-86 (D. Neb.) (direct mail notice);

(2) *Bessey v. Packerland Plainwell, Inc.*, No. 4:06-cv-0095 (W.D. Mich.) (direct mail notice);

(3) *Beecroft v. Altisource Business Solutions Pvt. Ltd.*, No. 0:15-cv-02184 (D. Minn.) (direct mail notice; social media ads);

(4) *Churchill v. Farmland Foods, Inc.*, No. 4:06-cv-4023 (C.D. Ill.) (direct mail notice);

(5) *Clark v. Grp. Hosp. & Med. Servs., Inc.*, No. 3:10-CIV-00333-BEN-BLM (S.D. Cal.) (direct mail notice).

(6) *Cohen v. Foothill/E. Transp. Corridor Agency, et al.*, No. SACV 15-01698 (C.D. Cal.) (direct mail and email notice).

(7) *Cohen v. Warner Chilcott Pub. Ltd. Co.*, No. 1:06-cv-00401-CKK (D.D.C) (national print publications, internet banner ads, and paid internet search);

(8) *Collins v. Sanderson Farms, Inc.*, No. 2:06-cv-02946 (E.D. La.) (direct mail notice);

(9) *Conerly v. Marshall Durbin Food Corp.*, No. 2:06-cv-205 (N.D. Ala.) (direct mail notice);

(10) *Contreras v. PM Beef Holdings, LLC*, No. 07-CV-3087 (D. Minn.) (direct mail notice);

(11) *Cook v. Columbia Freightliner, LLC*, No. 10-CP-02-1987 (Aiken County S.C. Jud. Dist.) (direct mail notice);

(12) *Flores v. Zorbalas*, No. 27-CB-16-14225 (Hennepin County District Court, Fourth Judicial District of Minnesota) (direct mail notice);

(13) *Ene v. Maxim Healthcare Servs., Inc.*, No. 4:09-cv-02453 (S.D. Tex.) (direct mail notice);

(14) *Ferguson v. Food Lion, LLC*, No. 12-C-861 (Cir. Ct., Berkeley Cnty., W. Va.) (regional print publications and direct mail notice).

(15) *Gales v. Capital One, N.A.*, No. 8:13-cv-01624 (D. Md.) (direct mail notice);

(16) *Gomez v. Tyson Foods, Inc.*, No. 08-021 (D. Neb.) (direct mail notice);

(17) *Graham v. Capital One Bank (USA), N.A.*, 8:13-cv-00743 (C.D. Cal.) (direct mail notice);

(18) *Gray, Ritter & Graham P.C. v. Goldmann Phipps PLLC*, No. 4:13-cv-00206-CDP (E.D. Mo.) (direct mail notice)

(19) *Hall v. Capital One Auto Fin., Inc.*, No. 1:08-cv-01181 (N.D. Ohio) (direct mail notice);

(20) *Hankins v. Carmax Inc.*, No. 03-C-07-005893 CN (Baltimore County Md. Cir. Ct.) (direct mail notice);

(21) *Herron v. Carmax Auto Superstores, Inc.*, No. 2006-CP-02-1230 (Aiken County S.C. Jud. Dist.) (direct mail notice);

(22) *In Re Children's Ibuprofen Oral Suspension Antitrust Litig.-Indirect Purchaser Action*, No. 1:04-mc-0535-ESH (D.D.C.) (national print publications, internet banner ads, and paid internet search);

(23) *In Re Moyer Packing Co.*, P. & S. Docket No. D-07-0053 (U.S. Dep't Agric.) (direct mail notice);

(24) *In Re Oxycontin Litig.*, No. 02-CP-18-1756 (S.C. Eq., Dorchester Cnty., S.C.) (regional print publications and direct mail notice);

(25) *Morales v. Greater Omaha Packing Co. Inc.*, No. 8:08-cv-0161 (D. Neb.) (direct mail notice);

(26) *Morgan v. Richmond Sch. of Health & Tech.*, No. 3:12-cv-00373-JAG (E.D. Va.) (regional print publications and direct mail notice);

(27) *Nader v. Capital One Bank (U.S.A.), N.A.*, No. 2:12-cv-01265-DSF-RZ (C.D. Cal.) (national print publication and direct mail and email notice);

(28) *Polanco v. Moyer Packing Co.*, No. C.P., 1852 (Philadelphia County Pa.) (direct mail notice);

(29) *Samuel v. EquiCredit Corp.*, No. 00-cs-6196 (E.D. Pa.) (direct mail notice);

(30) *Santiago v. GMAC Mortg. Grp.*, Inc., No. 784574 (E.D. Pa.) (direct mail notice);

(31) *Spinelli v. Capital One Bank (USA)*, No. 8:08-cv-132 (M.D. Fla.) (direct mail notice);

(32) *Stout v. JELD-WEN, Inc.*, No. 1:08-cv-0652 (N.D. Ohio) (national and regional print publications, internet banner ads, paid internet search, and direct mail notice);

(33) *United States v. Capital One, N.A.*, No. 1:12-cv-828 (E.D. Va.) (direct mail notice);

(34) *United States v. Chevy Chase Bank, F.S.B.*, No. 1:13-cv-1214 (E.D. Va.) (direct mail notice);

(35) *Watts v. Capital One Auto Finance, Inc.*, No. CCB-07-03477 (D. Md.) (direct mail notice); and

(36) *Wilder v. Triad Fin. Corp.*, No. 3:03-cv-863 (E.D. Va.) (direct mail notice).

9. ***Directly Relevant Program Administration Experience*.** BrownGreer also has experience administering programs similar to this proposed settlement. In 2011, we were appointed as the Claims Administrator in *In re Genetically Modified Rice Litigation*, MDL No. 1811 (E.D. Mo), a voluntary settlement program concerning farmers and landlords allegedly affected by long grain rice crops that had been contaminated by the presence of genetically modified rice produced by Bayer CropScience, Inc. In that matter, we oversaw and administered the claims review process and analyzed information from Farm Service Agency 578 forms to calculate payments based on percent interest. We stored claimant information in a secure and confidential database and distributed $750 million. That program is substantially like this proposed settlement, making us uniquely positioned to serve the class and the court in this matter.

III. THE GOALS OF A SUCCESSFUL NOTICE PLAN

10. ***How the Notice is to be Delivered to the Class.*** As advised in the Manual for Complex Litigation, "[n]otice is a critical part of class action practice," for it "provides the structural assurance of fairness that permits representative parties to bind absent class members." *See Manual for Complex Litigation*, § 21.31 (4th ed. 2010). The proposed settlement in this proceeding involves a common issues class under Fed. R. Civ. P 23(b)(3). For any matter certified as a Rule 23(b)(3) class, Rule 23(c)(2)(B) requires "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." For the settlement of such a class, Rule 23(e)(1) requires the court to "direct notice in a reasonable manner to all class members who would be bound by the proposal." The notice of an action certified as a class for purposes of settlement should adhere to the higher "best notice practicable" standard and thereby will satisfy both these provisions. The

delivery methods selected for the notice must fulfill the essential requisites of due process of alerting affected parties to the pendency of the resolution and affording them the opportunity to be heard. "An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *See Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Rule 23 and due process mandate individual, direct notice to known and reasonably knowable class members. "[E]ach class member who can be identified through reasonable effort must be notified that he may request exclusion from the action and thereby preserve his opportunity to press his claim separately or that he may remain in the class and perhaps participate in the management of the action." *See Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 176-77 (1974). Where certain class members' names and addresses cannot be determined with reasonable efforts, notice may be made by publication and is considered to be a "customary substitute." *See Mullane*, 339 U.S. at 317. While notice by publication has traditionally been disseminated via print publications, "in this age of electronic communications, newspaper notice alone is not always an adequate alternative to individual notice. The World Wide Web is an increasingly important method of communication, and, of particular pertinence here, an increasingly important substitute for newspapers." *Mirfasihi v. Fleet Mortgage Corp.*, 356 F.3d 781, 786 (7th Cir. 2004) (internal citations omitted). As the Court explained in *Mullane*, "process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it." *Id.* at 315. The *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide (2010)* issued by the

Federal Judicial Center includes this as one of its four "Major Checkpoints" when examining a notice plan:

> ***Will notice effectively reach the class?*** The percentage of a class that will be exposed to a notice based on a proposed notice plan can always be calculated by experts. A high percentage (e.g., between 70-95%) can often be reached by a notice campaign.
>
> A notice plan thus must analyze the nature of the class and determine the delivery mechanisms best calculated to provide direct notice to known class members and publication notice to those whose identities and/or contact information cannot be reasonably ascertained.

11. ***The Content of the Notice.*** Rule 23(c)(2)(B) requires that the notice of a Rule 23(b)(3) class action "must clearly and concisely state in plain, easily understood language" these seven messages:

(1) the nature of the action;

(2) the definition of the class certified;

(3) the class claims, issues, or defenses;

(4) that a class member may enter an appearance through an attorney if the member so desires;

(5) that the court will exclude from the class any member who requests exclusion;

(6) the time and manner for requesting exclusion; and

(7) the binding effect of a class judgment on members under Rule 23(c)(3).

According to the Court in *Mullane:*

> The notice must be of such nature as reasonably to convey the required information . . . and it must afford a reasonable time for those interested to make their appearance . . . . But if, with due regard for the practicalities and peculiarities of the case, these conditions are reasonably met, the constitutional requirements are satisfied.

339 U.S. at 314-15. "The notice should describe the action and the plaintiffs' rights in it." *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Two of the four Major Checkpoints

in the Federal Judicial Center's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* address the need to make the notices themselves both noticeable and understandable:

> ***Will the notices come to the attention of the class?*** Notices should be designed using page-layout techniques (e.g., headlines) to command class members' attention when the notices arrive in the mail or appear on the Internet or in printed media.
>
> ***Are the notices informative and easy to understand?*** Notices should carry all of the information required by Rule 23 and should be written in clear, concise, easily understood language.

A notice plan must ensure that each notice sent to a class member individually or by publication conveys in clear, non-legalistic words and a reader-friendly format the information that the class member needs to make an informed decision about whether to accept, opt out, or object to the proposed settlement, how to effect any such decision, the deadlines by which to act, and the consequences of taking or not taking action.

12. ***Timing of the Notice*****.** The notice must be transmitted on dates that allow potential class members sufficient time to receive the notice, realize a need to react to it, and take the actions necessary to, if they so choose, participate in the settlement, be excluded from it, or object to it. The assessment and significance of these criteria vary depending upon the nature of the claims involved in the settlement, the sophistication of potential class members, the information available on known class members, and the complexity of the actions required to seek benefits under the settlement.

IV. CLASS MEMBER RESOURCES

13. ***Settlement Website.*** We will establish a dedicated settlement website (the "Settlement Website") available at www.CornSeedSettlement.com containing (1) class information, (2) important settlement documents, such as the Settlement Agreement,

preliminary approval submissions, notice materials, Claim Forms, Preliminary Approval Order, and Final Approval Order, (3) relevant pleadings, (4) a list of Frequency Asked Questions, (4) important settlement deadlines, and (5) a claim submission function. All notice materials will refer to the Settlement Website. This Settlement Website will be accessible to all users of the internet, on any type of internet-capable device.

14. ***P.O. Box.*** We established a dedicated P.O. Box for the program to serve as the return address on all program mailings and to serve also as a resource for Settlement Class Members wishing to submit hard copy claim forms, written questions, or other mailed materials. The address is:

Corn Settlement Claims Administrator
P.O. Box 26226
Richmond, VA 23260

15. ***Toll-Free Telephone Number.*** We reserved a dedicated toll-free telephone number, 1-833-567-CORN (1-833-567-2676), to serve as an additional Settlement Class member resource in this program. We will provide a live agent call center during the claims period to support the Settlement Class, so persons may talk with someone to get information about the settlement.

V. THE SETTLEMENT CLASS

16. ***The Settlement Class Members.*** The Parties' Settlement Agreement defines the proposed Settlement Class as "Any Person in the United States that during the Class Period owned any Interest in Corn in the United States priced for sale during the Class Period and falls into one of the four sub-classes set forth in Section 1.2." (Agreement § 1.1). The Class Period includes September 15, 2013 through the date of the Preliminary Approval Order, and the four sub-classes are as follows:

(a) ***Producers*****:** Subclasses 1 and 2 are comprised of "Producers" in the United States that during the Class Period, owned an Interest in Corn priced for

sale during the Class Period. Subclass 1 excludes Producers that purchased Agrisure Viptera and/or Agrisure Duracade Corn Seed and produced Corn grown from those seeds, while Subclass 2 includes those Producers. A "Producer" includes "any owner, operator, landlord, waterlord, tenant, or sharecropper who shares the risk of producing Corn and who is entitled to share in the Corn crop available for marketing during the Class Period." A landlord who receives a variable rent payable based on a share of the crop or proceeds from the sale of Corn is a Corn Producer. A landlord who receives only a fixed cash amount for renting the land that does not vary with the size of, or pricing for, the crop is not a Corn Producer. (*Id.* § 2.34, 2.5).

(b) ***Grain Handling Facilities*****:** Subclass 3 consists of Grain Handling Facilities in the United States that during the Class Period, owned an Interest in U.S. Corn priced for sale during the Class Period. A "Grain Handling Facility" includes grain elevators, grain distributors, grain transports, or other U.S. entities that during the Class Period, purchased Corn and then either priced Corn for sale or transported, stored, or otherwise handled Corn priced for sale during the Class Period. (*Id.* § 2.31).

(c) ***Ethanol Production Facilities*****:** Subclass 4 includes U.S. Ethanol Production Facilities that during the Class Period, owned any Interest in corn in the United States priced for sale during the Class Period. An "Ethanol Production Facility" is defined as an ethanol plant, biorefinery, or other entity in the United States that during the Class Period, produced or purchased Dried Distillers Grains ("DDGs") in the United States and priced those DDGs for sale. (*Id.* § 2.21).

The Settlement Agreement excludes the following from the Settlement Class:

(a) The Court and its officers, employees, appointees, and relatives;

(b) Syngenta and its affiliates, subsidiaries, officers, directors, employees, contractors, agents, and representatives;

(c) All plaintiffs' counsel in the MDL Actions or the Related Actions;

(d) Government entities;

(e) Those who opt out of the Settlement Class; and

(f) The Excluded Exporters, including Archer Daniels Midland Company, Bunge North America, Inc., Cargill, Incorporated, Cargill, International SA, Louis Dreyfus Company, BV, Louis Dreyfus Company, LLC, Louis Dreyfus Company Grains Merchandising, LLC, Gavilon Grain, LLC, Trans Coastal Supply Company, Inc., Agribase International Inc., or the Delong Co. Inc., and related entities/affiliates.

(*Id.* § 1.3, 2.22)

VI. DIRECT NOTICE

17. ***Direct Notice Generally*.** The first goal of this Notice Plan is to provide direct notice to all Settlement Class Members who can be identified through reasonable effort. We will mail the long-form Notice substantially in the form of Exhibit 3 to every Class Member for whom we have a name and address. We will attempt to verify and update all addresses against the United States Postal Service's ("USPS") National Change of Address ("NCOA")[1] database prior to mailing. In addition, we will certify the addresses through the Coding Accuracy Support System ("CASS")[2] to ensure the quality of the zip code and verify the accuracy of the address through Delivery Point Validation ("DPV")[3]. If a Notice is returned by the USPS as undeliverable but with a forwarding address, we will promptly re-mail the Notice to the updated address provided by the USPS. If the returned Notice does not identify any updated address from the USPS, we will submit the Class Member's mailing information to the LexisNexis compendium of domestic addresses for updated address information, if available. In addition, we will update addresses based on requests received from Class Members.

18. ***Corn Producers*.** The Farm Service Agency ("FSA") provided us with a compact disc ("CD") that contained the names, mailing address, and farming address for 610,054 "corn producers" with unique identification numbers. These corn producers are individuals and businesses who/that reported and received a crop subsidy related to a share interest in corn crop to the U.S. Department of Agriculture sometime from 2013 through 2017. Based on guidance

[1] The NCOA database contains records of all permanent change of address submissions received by the USPS from individuals and businesses. The Settlement Potential Claimant list is submitted against the database, and a Potential Claimant's address is automatically updated with the new address from USPS data based on a comparison with the Potential Claimant's name and last known address.

[2] CASS is a certification process to standardize the address format and ensure the accuracy of ZIP and ZIP + 4 codes. The Class Member list is submitted, and the ZIP and ZIP + 4 codes are compared and updated based on the ZIP and ZIP + 4 codes in the USPS data.

[3] DPV confirms addresses against known addresses in the USPS system to verify accuracy and to confirm that mail is deliverable to a particular address. The addresses are compared against valid addresses in the USPS's Address Management System and DPV verifies the accuracy of addresses and reports the deficiencies or errors in incorrect addresses.

from the Parties and publicly available information, we understand that the FSA list should comprise approximately 95% of corn Producers at issue in this settlement, with the only corn Producers not represented being the very limited few who do not file FSA forms or never received a subsidy payment. We estimate that we will be able to reach more than 90% of these corn Producers directly.

19. ***Grain Handling Facilities.*** Neither the Parties nor the FSA can provide a list of Grain Handling Facilities; accordingly, we purchased a curated mailing list to use for contacting these Class Members.[4] We selected grain elevators, grain wholesalers, and grain transporters for this list based on Standard Industrial Classification ("SIC") and North American Industry Classification System ("NAICS") codes[5]. The list we purchased includes 1,569 unique entity name and address combinations after removing the Excluded Exporters. Based on guidance from the Parties and publicly available information, we understand that this list should comprise nearly 100% Grain Handling Facilities at issue in this settlement.[6] We estimate that we will be able to reach 99% of these Grain Handling Facilities with individual and direct notice.

20. ***Ethanol Production Facilities.*** Similarly, because neither the Parties nor the FSA maintain a list of Ethanol Production Facilities, we purchased a curated mailing list to use for contacting this Subclass. We selected ethanol manufacturers based on the SIC and NAICS

[4] Redi-Data, Inc. ("R-D"),is a company that curates and sells mailing lists across many industries, including those described here.

[5] NAICS is the standard used by federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. The Office of Management and Budget adopted NAICS in 1997 to replace the SIC system, though SIC continues to be used by such agencies as the U.S. Securities and Exchange Commission.

[6] The curated list includes active Grain Handling Facilities. To the extent that a Grain Handling Facility operated and closed during the Class Period, that entity may not appear in the list. For the purposes of this Declaration, in the absence of information from the Parties or otherwise indicating this is not a complete list, we have assumed that it is complete in calculating direct reach.

codes, which yielded a list of 183 unique business entities after we eliminated the Excluded Exporters. Based on guidance from the Parties and publicly available information, we understand that this list includes nearly 100% Ethanol Production Facilities at issue in this settlement.[7] We estimate that we will be able to reach 99% of these Ethanol Production Facilities directly.

VII. SUPPLEMENTAL NOTICE

21. ***Purpose of Supplemental Notice.*** Given the available Class Member contact information and the estimated Settlement Class size, we expect we will be able to reach over 90% of all Class Members through direct notice, which is much more of the class than often can be reached directly in class settlements. The Class Members we cannot contact by mail are those for whom mailing addresses are unavailable, or those whose mailed notices are returned to us by the Postal Service as undeliverable. We will use a carefully planned supplemental notice campaign to target those Class Members. This supplemental notice will also reach Class Members already notified by direct mail. By reaching these Class Members a second time, the publication notice will serve alternative goals of strengthening Class Member awareness of the Settlement and engaging those Class Members to become more likely to participate in the Settlement Process.

22. ***Developing a Supplemental Notice Plan.*** Supplemental notice in the class settlement context refers to the practice of exposing potential members of a Settlement Class whom you cannot contact directly to a class settlement notice by strategically placing the

[7] The curated list includes active Ethanol Production Facilities. To the extent that an Ethanol Production Facility operated and closed during the Class Period, that entity may not appear in the list. For the purposes of this Declaration, in the absence of information from the Parties or otherwise indicating this is not a complete list, we have assumed that it is complete in calculating direct reach.

notice in places where the Settlement Class Members will have the opportunity to see and read, or hear, and react to the notice. A supplemental notice campaign is effectively an advertising campaign for the proposed class settlement. A supplemental notice strategy, therefore, must consider how members of the proposed Settlement Class consume media and locate information so that paid notice placements target the right people and do so effectively.[8]

23. ***Industry Tools and Resources*.** There are several syndicated research data sources and tools available to inform any marketing or notice campaign. To develop the paid media portion of the proposed Notice Plan in this case, we used resources offered by Nielsen[9] and comScore, Inc.[10], which are accepted and commonly employed by experts in the marketing field. Collectively, we refer to these resources as the "Notice Resources."

24. ***Corn Producers*.** Because the corn Producers comprise over 99% of the Settlement Class, the primary focus of the supplemental notice campaign will be these Class Members.

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[8] To ensure that the notice plan draws upon the latest and most sophisticated market research and penetration techniques used in the advertising industry, we consulted with media experts at the Consumer Attorney Marketing Group ("CAMG"). CAMG, established in 2010, is a direct response, legal marketing agency that exclusively develops and executes marketing campaigns aimed at reaching consumers with potential legal claims, with a particular focus on the class action and mass action areas. Traditional "mass marketing" or "branding" reminds customers and prospects about a brand regularly over an extended period so that consumers have the brand at the top of their consciousness when they go to make a purchasing decision. Direct response marketing, on the other hand, emphasizes performance metrics and is designed to evoke an immediate response and compel the audience to take some specific action, such as calling a number for more information or being directed to a web page. CAMG specializes in tailoring campaigns to very intentional target audiences and adapting to campaign performance to maximize efficiency and effectiveness.

[9] Nielsen's *Scarborough USA+* is an industry standard research tool that serves multiple media platforms, including Print, Radio, Broadcast TV, Cable TV, and Out of Home and is accredited by the Media Rating Council, an organization that establishes standards for media industry measurement services to guarantee valid and dependable research procedures.

[10] comScore is a leading provider of digital audience measurement using its Unified Digital Measurement methodology, which accounts for all site visitors and helps website publishers understand the size and quality of their audience.

(a) ***Print Publication.*** We will place a copy of the Print Publication Notice substantially in the forms illustrated in Exhibit 4 to this Declaration in the following:

Print Publications			
	Publication	**Description**	**Circulation**
1.	The Progressive Farmer	A national monthly publication that is a trusted source for breaking agriculture news, markets and weather forecasts with focuses on land ownership, farm operations and lifestyle issues.	500,000
2.	Small Farmer's Journal	A quarterly journal featuring information about Livestock, Crops, Barns, Farming Systems, Equipment, Recipes, Kids pages, Marketing, Poetry, Stories, and Political Updates.	7,000
3.	Iowa Farmer Today	A weekly newspaper style publication targeting subscribers in Iowa that focuses on local, national, and global topics related to markets and crops as well as farming news and classified ads.	58,878
4.	Illinois Farmer Today	A weekly newspaper style publication targeting subscribers in Illinois that focuses on local, national, and global topics related to markets and crops as well as farming news and classified ads.	24,456
5.	Missouri Farmer Today	A weekly newspaper style publication targeting subscribers in Missouri that focuses on local, national, and global topics related to markets and crops as well as farming news and classified ads.	15,109
6.	Nebraska Farmer	An agricultural publication targeting subscribers in Nebraska that focuses on agribusiness, crop and livestock production, and farm technology.	28,591
7.	The Farmer	An agricultural publication targeting subscribers in Minnesota that focuses on agribusiness, crop and livestock production, farm management, and conservation.	30,841

The above combination of publications offers both high national circulation and relevant regional coverage. The Notice Resources estimate these placements combined will generate more than 660,000 notice exposures.

(b) ***Radio.*** For two weeks following the initial mailing of the direct letter notice and two weeks immediately following the mailing of the reminder postcards, described in Section VIII of this Declaration, we will run 30-second radio ads using both syndicated and regional radio platforms. We will run 30 spots across select nationwide syndicated radio programs and a total of 526 spots on a network of 526 regional radio stations across the fourteen states with the highest population of corn producers. We will strategically select stations that Scarborough USA+ 2017 suggests are most effective for this settlement, such as news and sports programs, talk radio, weather stations, and informational

channels. For the initial two weeks, we will use the script substantially in the form of Exhibit 5 to inform potential Class Members about the settlement. After the opt out deadline, we will use the script substantially in the form of Exhibit 6 to remind potential Class Members about the program and encourage claimant participation. In total, these ads will produce 556 spots, or opportunities for Class Members to hear the notice.

(c) ***Facebook Ads.*** Facebook is the highest-read social network on the Internet, with 1.4 billion daily active users on average as of December 2017.[11] We will display ads substantially in the forms illustrated in Exhibit 7 to this Declaration, directed to users of Facebook with an interest in farming. The Notice Plan aims to achieve approximately 4 million Facebook ad exposures.

(d) ***Press Release.*** We will issue a joint press release substantially in the form of Exhibit 8 to this Declaration through Cision/PR Newswire, a leading provider of multimedia platforms and distribution. The press release will explain the core aspects of the proposed settlement and provides the address for the Settlement Website, as well as the toll-free number. We expect that the press release will be picked-up by hundreds of media outlets with a combined potential audience of tens of millions of people.

(e) ***Fliers to FSA Offices and Trade Organizations.*** To build additional reach and encourage class participation, we will send a notice flier substantially in the form of Exhibit 9 to this Declaration to various states' corn growers' associations, the National Corn Growers Association, the National Grain and Feed Association, and the FSA for their consideration to distribute to their members, insert into newsletters, or post at local offices.

25. ***Grain Handling Facilities.*** We expect to reach nearly 100% of the Grain Handling Facility Subclass through direct notice, and therefore, supplemental notice is likely not necessary to satisfy due process for this Subclass. By targeting corn Producers through the means described above, collateral industries in the agricultural community will nevertheless have an opportunity to see and hear, and respond, to the notice. We will also use supplemental notice platforms that specifically target Grain Handling Facilities to encourage their participation in the Settlement Process.

(a) ***Print Publication.*** We will run the publication notice in *Feed & Grain Magazine*, a national magazine that focuses on businesses in the commercial

[11] https://newsroom.fb.com/company-info/

feed, grain, and allied processing industry, as well as safety and policy related topics. This publication distributes 15,700 copies per issue.

(b) ***Fliers to Trade Organizations.*** Because grain handlers may be members of the National Grain and Feed Association, notices distributed by that organization to corn Producers will likely reach members of this Subclass as well. We will also email a copy of the notice flier to the U.S. Grains Counsel, which features news related to the grain industry prominently on its website.

26. ***Ethanol Production Facilities*****.** As with the Grain Handling Facility group, we will reach nearly 100% of the Ethanol Production Facility Subclass through direct mail while also providing the Subclass members with an opportunity to see or hear the notice through supplemental means.

(a) ***Print Publication.*** We will publish the notice illustrated in Exhibit 4 in *Ethanol Producer Magazine*. This publication provides global news and commentary regarding the ethanol industry featuring plant optimization, research, science, technology, equipment, environmental health and safety, compliance, marketing, policy and industry events. It has a circulation of 5,000 copies per issue, and because of its highly specific subject matter and relatively wide circulation, is likely to be seen by members of the Ethanol Production Facility group.

(b) ***Fliers to Trade Organizations.*** We will send a notice flier to various ethanol production trade agencies, such as the Renewable Fuels Association and American Coalition for Ethanol. These organizations highlight ethanol industry related news on their websites and have opportunities to distribute the notice to its members during conferences and webinars.

27. ***Supplemental Notice Summary.*** We estimate that the combined supplemental notice elements of print publication, radio, social media, a national press release, and outreach to trade organizations will provide over 5 million opportunities for Class Members to see or hear and respond to a paid media placement or notice flier.

VIII. POSTCARD REMINDER

28. ***Short-Form Postcard Reminder*****.** Even after reaching over 90% of the class directly and exposing much of the class to the notice using paid media placement and community

outreach, there will be Class Members who will not have filed a claim and may need to be reminded and encouraged to do so. After the opt out deadline, we will mail postcard reminders substantially in the form of Exhibit 10 to this Declaration to any Class Members for which we have a facially valid mailing address who have not filed a claim. We will use the updated list of Class Members' mailing addresses we developed from the initial direct notice mailing, which will include mailing addresses for corn Producers, Grain Handling Facilities, and Ethanol Production Facilities. If we were unsuccessful in sending the initial Notice to a mailing address because the notice was returned as undeliverable without a forwarding address and LexisNexis did not identify an updated address, we will remove that address from the postcard reminder mailing list. We will attempt to verify the addresses in the postcard reminder mailing list against the USPS's NCOA database, the CASS, and through DPV to confirm whether the USPS obtained additional address information between the original mailing and the reminder mailing and to achieve discounted postage. If a Class Member's address is updated based on these verification processes, the updated address will be used for mailing the postcard reminder. If there are no updates to a Class Member's address, we will use the most up-to-date address list from the first mailing to mail summary postcards reminding Class Members about the Settlement and their legal rights under the Settlement Agreement. As with the initial direct Notices, if a postcard reminder is returned by the USPS as undeliverable but with a forwarding address, we will re-mail the postcard to the updated address provided by the USPS. If the USPS returns a postcard reminder without a forwarding address, we will again submit the Class Member's mailing information to the LexisNexis compendium of domestic addresses for updated address information, if available. Finally, we will update addresses based on requests received from Class Members.

29. ***Notice Contents.*** Rule 23(c)(2)(B) requires that notices present settlement information to class members "clearly and concisely" and "in plain, easily understood language." All the notice materials present information about the Settlement in plain language and are designed to be understood easily by Settlement Class Members. The notice

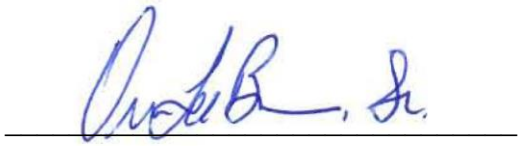
language and design follow the principles embodied in the FJC Checklist, attached as Exhibit 11 to this Declaration. The notices include prominent headlines in bold text, and contain comprehensive information in simple, plain language about the settlement to encourage Settlement Class Members' understanding. Where possible, the notices also include plain language explanations of (1) the nature of the action; (2) the class definition; (3) the claims, issues, and defenses; (4) the right to hire an attorney; (5) the right to be excluded; (6) the procedure for being excluded; and (7) the binding effect of a judgment as required by Rule 23(c)(2)(B). In short, the notices themselves comport with Rule 23 and due process and effectively deliver notice to the Settlement Class.

IX. CONCLUSION

30. ***The Notice Plan is the Best Notice Practicable Under the Circumstances.***

The Notice Plan provides (1) direct, individual notice by mail to potential Settlement Class Members to the extent reasonably possible and (2) the opportunity to view or hear and respond to the notice in print, radio, and other strategic paid media placements. The notice materials are clear, concise, informative, and effective, and each directs Settlement Class Members to a suite of support services (the Settlement Website, toll-free call center, and P.O. Box). The proposed Notice Plan satisfies due process and Rule 23's requirement of the best notice practicable under the circumstances, including giving individual notice to all Settlement Class Members who can be identified with reasonable effort. The Notice Plan is at least consistent with other effective settlement notice plans and, indeed, includes a supplemental courtesy reminder campaign providing further support to the Settlement Class. With an estimated reach exceeding 90% for corn Producers, Grain Handling Facilities, and Ethanol Production Facilities, the Notice Plan provides the same or better reach that courts have approved in other similar class matters. The Notice Plan is also generally consistent with the aims of the FJC Checklist.

I, Orran L. Brown, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge. Executed on this 9th day of March, 2018.



Orran L. Brown

EXHIBIT 1

Founding Partner

ORRAN L. BROWN, SR.

Orran develops and implements the best practices and strategies for the negotiation and drafting of resolution plans, legal proceedings to obtain court approval, the efficient design and operation of group claims facilities and compliance with the agreements and court orders governing the claims resolution process to provide a program a successful start and timely and efficient progress to a successful completion. He has served as a claims administrator, as a trustee directing the implementation of a settlement program and as a Special Master presiding over discovery, records collection and deposition scheduling and calendaring in coordinated multidistrict proceedings.

Orran has served in these fields since 1990. He and Lynn Greer founded BrownGreer in September 2002 to devote themselves to providing these services and to assist parties and the courts in handling the information and issues presented in management and resolution of multidistrict litigation and multiple claim situations.

Education & Honors

- Harvard Law School, Cambridge, Massachusetts, J. D. *cum laude*, 1981
- Hampden-Sydney College, Hampden Sydney, Virginia, B.A. *summa cum laude*, Government and Foreign Affairs, 1978 (Phi Beta Kappa; Omicron Delta Kappa)
- Law Clerk to the Hon. Robert R. Merhige, Jr., United States District Court for the Eastern District of Virginia, Richmond, Virginia
- *Super Lawyers Magazine's* 2007 - 2017 Annual List of Top Attorneys in Virginia
- AV Preeminent™ Rating, Martindale-Hubbell® 2016-2017

Professional Activities

- Adjunct Professor, University of Richmond School of Law 1997-2005 (Taught trial and appellate practice, an upper-level course on mass torts, MDL class actions, and complex litigation)

Service Activities

- Board of Trustees, Hampden-Sydney College
- Board of Trustees, The Corporation for Thomas Jefferson's Poplar Forest
- Board of Trustees, Roller-Bottimore Foundation
- City of Richmond Charter Review Commission

Bar Admissions

- Virginia, 1986
- Texas, 1983

EXHIBIT 2

BROWNGREER

FIRM OVERVIEW

BROWNGREER PLC
250 Rocketts Way
Richmond, VA 23231
www.browngreer.com

BROWNGREER PLC

OUR FIRM

BrownGreer PLC is a premier claims resolution firm that assists clients with the legal and administrative aspects of the design, approval, and implementation of claims facilities to provide damages payments, medical monitoring, or other benefits for the resolution of mass claims. We also develop and implement the notice campaigns and other communications to the potential and actual claimants involved in such programs. Members of our firm additionally serve as or represent the trustees or directors of claims facilities.

"[T]he expedited resolution of approximately fifty thousand personal injury claims could not have been achieved without the extraordinary effort and outstanding work put forth by BrownGreer PLC in its role as Claims Administrator."

The Hon. Eldon E. Fallon
U.S. District Judge, Eastern District of Louisiana
In re Vioxx Products Liability Litigation, MDL Docket No. 1657, December 9, 2011

BrownGreer was formed in 2002, and our principals, Orran Brown, Sr. and Lynn Greer, have been at the center of some of the most significant multiple claims resolutions for more than 25 years. Our mission has been to fulfill the responsibilities of any settlement program to the satisfaction of all involved parties, including claimants, counsel, courts, and other governmental entities.

As a firm of lawyers, analysts, software programmers and claims reviewers, we combine highly skilled lawyering with a practical understanding of the need for organized and centralized information and data, effective communication, and the administrative processes necessary to resolve multiple claims efficiently.

We administer and process claims for settlements arising from class actions, multidistrict litigation, government enforcement proceedings, and other aggregation vehicles. Our court-supervised and voluntary settlement program experience covers causes of action including antitrust, bankruptcy, consumer protection, labor and employment, and products liability.

"[T]he notice provided by BrownGreer was state of the art and well-tailored to reach the maximum number of class members."

The Hon. James F. Holderman
U.S. District Judge, Northern District of Illinois,
In re Capital One Telephone Consumer Protection Act Litigation, MDL No. 2416, February 12, 2015

Our firm handles complex claims administration programs in a variety of industry contexts, including consumer products, food and beverage, financial services, pharmaceuticals and medical devices, and retail.

We create interactive databases that allow for instantaneous exchange of information, eliminating costs associated with data entry delays, thereby increasing the efficiency and ease of sharing vast amounts of information. We can establish secure web-based portals that allow for real-time data capture, ad hoc reporting by external users, access to information about claim status that is available to only the person authorized to view

such data, and automatic notification of deadlines accompanied by email blasts alerting parties to these deadlines and requirements.

BrownGreer is "one of the best outfits in the country to handle this kind of a disposition of funds and management of a class action."

The Hon. John A. Gibney, Jr.
U.S. District Judge, Eastern District of Virginia
Morgan v. Richmond School of Health and Technology, Inc., No. 3:12-cv-00373-JAG, April 23, 2013

BrownGreer employs a variety of market-leading strategies to measure and monitor internal quality and efficiencies in the administration of settlement programs. Our methods include continuous utilization of seasoned team trainers for employees on each program, rigorous software assessments, reviewer competency testing in a simulated processing environment, plain language FAQ development, automated discrepancy metric triggers, and dedicated quality assurance and fraud detection teams.

OUR SERVICES

- Settlement Agreement Consultation
- Notice Administration
- Special Master
- Neutral Claims Administrator
- Claims Processing
- Multiple Claim Online Fact Sheets
- Online Discovery Repositories
- Automatic Pleadings Retrieval from ECF
- Program Website Design and Hosting
- Payment Programs
- Program Communications Management
- Claims Administration Audits
- Claims Process Design
- Lien Administration

OUR TEAMS

Legal

- Founding Partners
- Partners
- Senior Counsel
- Counsel

Technical

- Information Management
- Software Architects
- Project Leaders
- Database Administrators
- Programmer Analysts

Project Management

- Project Managers
- Senior Analysts
- Analysts
- Training Department
- FAQ Team

Claims Processing

- Claims Reviewers
- Mail Handlers
- Document Scanners

Customer Support

- Call Center Representatives
- Law Firm Contacts
- Pro Se Contacts

SELECT EXPERIENCE

ECONOMIC LOSS SETTLEMENT PROGRAMS				
	PROGRAM DESCRIPTION	**ROLE**	**PROGRAM SIZE**	**SETTLEMENT FUND**
1.	***Gulf Coast Claims Facility***. Voluntary claims program to resolve economic loss and physical injury claims arising from the April 20, 2010 oil spill in the Gulf of Mexico.	Claims Administrator; Transition Coordinator	600,000 Claimants	$20 Billion cap; $6.5 Billion Disbursed
2.	***In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL Docket No. 2179 (E.D. La)**. Class action settlement to resolve economic loss and property damage claims arising from the April 20, 2010 oil spill in the Gulf of Mexico.	Claims Administrator	260,000 Claimants	Uncapped Fund; $10.6 Billion Disbursed
3.	***In re Black Farmer's Discrimination Litigation*, No. 08-mc-0511 PLF (D.D.C.)**. Class action settlement to resolve claims of discrimination against African-American farmers by the U.S. Department of Agriculture regarding farm loans and loan servicing for claimants who had missed deadlines in a prior settlement.	Claims Review and Evaluation	40,000 Claimants	$1.25 Billion
4.	***In re Record Company Infringement Litigation*, No. 6:15-cv-00708 (M. D. Fla.)** Consolidated proceedings involving 65+ parties and alleged violations of copyrights and contracts.	Orran Brown, Special Master; Project Manager	Not Applicable	Not Applicable
5.	***United States Securities and Exchange Commission v. American International Group, Inc.*, No. 06-Civ. 100-LAP (S.D.N.Y.)**. Securities enforcement action settlement between the SEC and a multinational insurance corporation over allegations of accounting fraud and related shareholder litigation.	Audited the Claims Administrator	260,000 Class Members	$843 Million
6.	***In re Genetically Modified Rice Litigation*, MDL Docket No. 1811 (E.D. Mo.)**. Voluntary claims program to resolve claims concerning genetically modified rice and crop values.	Claims Administrator	12,000 Claimants	$750 Million
7.	***In re Chinese-Manufactured Drywall Products Liability Litigation*, MDL Docket No. 2047 (E.D. La.)**. Class action settlement for the remediation of homes containing defective drywall manufactured in China.	Claims Administrator; Lynn Greer, Special Master	25,000 Claimants	Blend of Uncapped and Capped Funds; $610 Million Disbursed
8.	***Confidential.*** Settlement program reached by the Department of Homeland Security, U.S. Customs and Border Protection (CBP) and the National Treasury Employees Union (NTEU) to resolve certain grievances filed by NTEU.	Settlement Administrator	25,000 Class Members	$184.1 Million
9.	***United States v. National Treasury Employees Union*, No. 93-1170 (D.C. App.)**. Class action settlement between a federal employees' union and the U.S. Government for back payment of wages.	Trustee of Settlement Trust	212,000 Class Members	$173 Million

ECONOMIC LOSS SETTLEMENT PROGRAMS				
	PROGRAM DESCRIPTION	**ROLE**	**PROGRAM SIZE**	**SETTLEMENT FUND**
10.	***Blando v. Nextel West Corp.*, No. 02-0921-FJG (W.D. Mo.)**. Class action settlement by a wireless telecommunications provider to resolve claims under Missouri law involving "cost recovery fees" charged to customers.	Advisor to the Court	5,000,000 Class Members	$165 Million
11.	***In re Capital One Telephone Consumer Protection Act Litigation*, MDL Docket No. 2416 (N.D. Ill.)**. Class action settlement to resolve claims arising from alleged violations of the Telephone Consumer Protection Act.	Notice and Claims Administrator	17,500,000 Class Members	$75.4 Million
12.	***In re Vioxx MDL Settlement Agreement Related to Consumer Class Actions*, MDL Docket No. 1657 (E.D. La.)**. Class action settlement to resolve consumer protection claims arising from the marketing of prescription painkillers.	Claims Administrator	8,000 Claimants	$23 Million
13.	***Yarger v. ING Bank, FSB*, No. 11-154-LPS (D. Del.)**. Class action settlement to resolve claims related to advertising fixed rate mortgages under Delaware consumer law.	Notice and Claims Administrator	115,000 Class Members	$20 Million
14.	***Acosta v. Tyson Foods, Inc.*, No. 8:08-cv-86 (D. Neb.)**. Class action settlement by a poultry producer to resolve claims under the Fair Labor Standards Act and Nebraska law for employee compensation for time spent donning/doffing protective equipment.	Notice Administrator	3,700 Class Members	$19 Million
15.	***United States of America v. Capital One, N.A.*, No. 1:12-cv-828 (E.D. Va.)**. Consent decrees between a financial services company and the Department of Justice and Office of Comptroller of the Currency to resolve alleged violations of the Servicemembers Civil Relief Act.	Notice and Claims Administrator	44,000 Claimants	$15 Million
16.	***Ene v. Maxim Healthcare Services, Inc.*, No. 4:09-cv-02453 (S.D. Tex.)**. Class action settlement by a healthcare provider to resolve claims under the Fair Labor Standards Act concerning the classification of healthcare recruiters as exempt from overtime pay.	Notice Administrator	1,600 Class Members	$12.3 Million
17.	***Spinelli v. Capital One Bank (USA)*, No. 8:08-cv-132 (M.D. Fla.)**. Class action settlement by a financial services company with credit card holders to resolve claims under the Truth in Lending Act.	Notice and Claims Administrator	9,000,000 Class Members	$5 Million
18.	***Hankins v. Carmax Inc.*, No. 03-C-07-005893 CN (Baltimore County Md. Cir. Ct.)**. Class action settlement to resolve claims that a retail car company sold used vehicles without disclosing that the vehicles had been used previously as short-term rentals.	Notice and Claims Administrator	7,300 Class Members	$8 Million
19.	***Cohen v. Warner Chilcott Public Ltd. Co.*, No. 1:06-cv-00401-CKK (D.D.C)**. Class action settlement to resolve antitrust claims against two pharmaceutical companies regarding the sale of an oral contraceptive.	Notice Administrator	2,000,000 Class Members	$6 Million

ECONOMIC LOSS SETTLEMENT PROGRAMS				
	PROGRAM DESCRIPTION	**ROLE**	**PROGRAM SIZE**	**SETTLEMENT FUND**
20.	***Morgan v. Richmond School of Health and Technology, Inc.*, No. 3:12-cv-00373-JAG (E.D. Va.)**. Class action settlement by a for-profit vocational college to resolve claims under the Equal Credit Opportunity Act, Title VI of the Civil Rights Act of 1964 and the Virginia Consumer Protection Act.	Notice and Claims Administrator	4,200 Class Members	$5 Million
21.	***Gomez v. Tyson Foods, Inc.*, No. 08-021 (D. Neb.)**. Class action settlement by a poultry processing company to resolve claims under the Fair Labor Standards Act and Nebraska law for employee compensation for time spent donning/doffing protective equipment.	Notice Administrator	5,300 Class Members	$5 Million
22.	***Rogers v. City of Richmond, Virginia*, No. 3:11-cv-00620 (E.D. Va.)**. Class action settlement under the Fair Labor Standards Act and Virginia law involving current and former city police officers alleging unpaid overtime wages.	Claims Administrator	600 Claimants	$4.6 Million
23.	***Gales v. Capital One, N.A.*, No. 8:13-cv-01624 (D. Md)**. Class action settlement by a financial services company to resolve claims related to the sale of certain repossessed motor vehicles.	Claims Administrator	9,000 Class Members	$4.4 million
24.	***Llewellyn v. Big Lots Stores, Inc.*, No. 09-cv-5085 (E.D. La.)**. Class action settlement by a retailer to resolve claims under the Fair Labor Standards Act regarding the classification of assistant store managers.	Claims Administrator	200 Class Members	$4 Million
25.	***Herron v. CarMax Auto Superstores, Inc.*, No. 2006-CP-02-1230 (Aiken County S.C. Jud. Dist.)**. Class action settlement to resolve claims related to document processing fees charged to customers by a car dealer.	Notice and Claims Administrator	27,000 Class Members	$3.8 Million
26.	***Collins v. Sanderson Farms, Inc.*, No. 2:06-cv-02946 (E.D. La.)**. Class action settlement by a poultry processing company to resolve claims under the Fair Labor Standards Act regarding employee compensation for time spent donning/doffing protective equipment.	Notice and Claims Administrator	21,000 Class Members	$3.1 Million
27.	***Nader v. Capital One Bank (USA)*, No. CV-12-01265-DSF (RZx) (C.D. Cal.)**. Class action settlement by a financial institution to resolve claims under state privacy and wiretapping laws concerning the alleged recording of outbound customer service calls.	Settlement Administrator	1,800,000 Class Members	$3 Million
28.	***In re Children's Ibuprofen Oral Suspension Antitrust Litigation*, No. 1:04-mc-0535 (D.D.C.)**. Class action settlement to resolve claims of antitrust violations by two manufacturers of over-the-counter children's pain relievers.	Notice Administrator	10,000 Class Members	$3 Million
29.	***United States of America v. Chevy Chase Bank, F.S.B.*, No. 1:13-cv-1214 (E.D. Va.)**. Consent decree between a financial services company and a federal regulatory agency involving allegations under the Equal Credit Opportunity and Fair Housing Acts.	Notice and Claims Administrator	3,500 Class Members	$2.85 Million

ECONOMIC LOSS SETTLEMENT PROGRAMS				
	PROGRAM DESCRIPTION	**ROLE**	**PROGRAM SIZE**	**SETTLEMENT FUND**
30.	***Samuel v. EquiCredit Corp.*, No. 00-cs-6196 (E.D. Pa.)**. Class action settlement by a financial services institution to resolve claims under the Real Estate Settlement Procedures Act regarding the application of loan proceeds to pay mortgage broker fees.	Notice and Claims Administrator	13,000 Class Members	$2.5 Million
31.	***Hall v. Capital One Auto Finance, Inc.*, No. 1:08-cv-01181 (N.D. Ohio)**. Class action settlement by a financial services company to resolve claims related to automobile repossession under Ohio consumer statutes.	Notice and Claims Administrator	3,400 Class Members	$1.5 Million
32.	***Watts v. Capital One Auto Finance, Inc.*, No. CCB-07-03477 (D. Md.)**. Class action settlement by a financial services company to resolve claims related to automobile repossession under Maryland consumer statutes.	Notice and Claims Administrator	2,700 Class Members	$990,000
33.	***Churchill v. Farmland Foods, Inc.*, No. 4:06-cv-4023 (C.D. Ill.)**. Class action settlement by a pork processing company to resolve claims under the Fair Labor Standards Act and Illinois law regarding employee compensation for time spent donning/doffing protective equipment.	Notice and Claims Administrator	2,300 Class Members	$980,000
34.	***Polanco v. Moyer Packing Company*, No. C.P., 1852 (Philadelphia County Pa.)**. Class action settlement by a beef processing company to resolve claims under the Fair Labor Standards Act and Pennsylvania law regarding employee compensation for time spent donning/doffing protective equipment.	Notice and Claims Administrator	4,500 Class Members	$850,000
35.	***Bessey v. Packerland Plainwell, Inc.*, No. 4:06-cv-0095 (W.D. Mich.)**. Class action settlement by a pork processing company to resolve claims under the Fair Labor Standards Act and Michigan law regarding employee compensation for time spent donning/doffing protective equipment.	Notice and Claims Administrator	3,000 Class Members	$700,000
36.	***Santiago v. GMAC Mortgage Group, Inc.*, No. 784574 (E.D. Pa.)**. Class action settlement by a financial services company to resolve claims under the Real Estate Settlement Procedures Act concerning charges for mortgage settlement services.	Notice and Claims Administrator	84,000 Class Members	$650,000
37.	***Contreras v. PM Beef Holdings, LLC*, No. 07-CV-3087 (D. Minn.)**. Class action settlement by a beef processing company to resolve claims under the Fair Labor Standards Act and Minnesota law for employee compensation for time spent donning/doffing protective equipment.	Notice and Claims Administrator	3,000 Class Members	$500,000
38.	***Morales v. Greater Omaha Packing Co. Inc.*, No. 8:08-cv-0161 (D. Neb.)**. Class action settlement by a beef processing company to resolve claims under the Fair Labor Standards Act and Nebraska law regarding employee compensation for time spent donning/doffing protective equipment.	Notice and Claims Administrator	4,000 Class Members	$490,000

ECONOMIC LOSS SETTLEMENT PROGRAMS				
	PROGRAM DESCRIPTION	**ROLE**	**PROGRAM SIZE**	**SETTLEMENT FUND**
39.	***Graham v. Capital One Bank* (USA), N.A., 8:13-cv-00743 (C.D. Cal.)**. Class action settlement related to claims under the California Unfair Competition Law regarding alleged improper disclosures and charges assessed on credit card accounts.	Notice and Claims Administrator	22,500 Class Members	$460,000
40.	***In re Moyer Packing Co., P. & S.* Docket No. D-07-0053 (U.S. Dep't Agric.)**. Consent decision involving a beef processing company to compensate cattle producers for goods sold based on weights derived using an allegedly malfunctioning weight calculation system.	Notice and Claims Administrator	1,100 Claimants	$325,000
41.	***Confidential.*** Voluntary payment program by a city government to compensate current and former city police officers for unpaid overtime wages.	Claims Administrator	175 Class Members	$300,000
42.	***Wilder v. Triad Financial Corp.*, No. 3:03-cv-863 (E.D. Va.)**. Class action settlement by a financial services company to resolve claims associated with automobile loan applications under the Fair Credit Reporting Act.	Notice and Claims Administrator	80,000 Class Members	$200,000
43.	***Conerly v. Marshall Durbin Food Corp.*, No. 2:06-cv-205 (N.D. Ala.)**. Class action settlement by a poultry processing company to resolve claims under the Fair Labor Standards Act regarding employee compensation for time spent donning/doffing protective equipment.	Notice and Claims Administrator	1,900 Class Members	$150,000
44.	***Ferguson v. Food Lion, LLC*, No. 12-c-861 (Berkeley County W. Va. Cir. Ct.)**. Class action settlement by a retail company to resolve claims under the West Virginia Wage Payment and Collection Act regarding timing of paychecks issued to discharged employees.	Notice and Claims Administrator	185 Class Members	$150,000
45.	***Confidential.*** Voluntary settlement by a food processing company to resolve claims regarding employee compensation for donning/doffing protective equipment.	Notice Administrator	670 Class Members	$125,000
46.	***Cook v. Columbia Freightliner, LLC*, No. 10-CP-02-1987 (Aiken County S.C. Jud. Dist.)**. Class action settlement to resolve claims regarding a trucking company and the collection of administrative fees in the sale of motor vehicles.	Notice and Claims Administrator	380 Class Members	$17,000
47.	***Confidential.*** Voluntary payments by a financial institution to reimburse fees charged to the credit card accounts of small business owners.	Payment Administrator	650 Class Members	$16,000
48.	***Clark v. Group Hospitalization and Medical Services, Inc.*, No. 3:10-CIV-00333-BEN-BLM (S.D. Cal.)**. Class action settlement by a health insurance provider to resolve claims under the Employee Retirement Income Security Act and California's Unfair Competition Law.	Notice and Claims Administrator	80 Class Members	$1,300 Disbursed

ECONOMIC LOSS SETTLEMENT PROGRAMS				
	PROGRAM DESCRIPTION	**ROLE**	**PROGRAM SIZE**	**SETTLEMENT FUND**
49.	***Quinn v. BJC Health System*, No. 052-00821A (City of St. Louis Mo. Cir. Ct.)**. Class action settlement by a healthcare system to resolve claims associated with hospital fees charged to uninsured patients.	Claims Administrator	26,000 Class Members	Debt Reduction/ Forgiveness to Qualifying Class Members
50.	***Gray, Ritter & Graham P.C., et al. v. Goldman Phipps PLLC, et al.*, No. 4:13-cv-00206-CDP (E.D. Mo.)**. Three separate but related claims programs (Watts Group Settlement, Banks Group Settlement, and GP/Murray Group Settlement), established to resolve a class action lawsuit involving claimants who settled claims against Bayer arising out of the presence of Bayer's genetically-modified rice seed in the United States rice supply or lawyers who were paid common-benefit attorneys' fees or paid common-benefit expenses in that litigation.	Notice Administrator	27,000 Class Members	Not Applicable
51.	***In re Lehman Brothers Holdings Inc.*, No. 08-13555-JMP (Bankr. S.D.N.Y.)**. Program to track, monitor and evaluate fees being charged by bankruptcy lawyers in the Lehman Brothers Chapter 11 bankruptcy proceeding.	Fee Committee Assistant	Not Applicable	Not Applicable
52.	***Jerry Parker, et al. vs. Smithfield Packing Company, Inc.*, No. 7:07-cv-00176-H.** Class action settlement to resolve claims related to overtime pay for employees of a processing facility in Clinton, North Carolina.	Notice Administrator	2,656 Class Members	Not Applicable
53.	***Lee Lewis, et al. vs. Smithfield Packing Company, Inc.*, No. 7:07-cv-00166-H.** Class action settlement to resolve claims related to overtime pay for employees of a processing facility in Tarheel, North Carolina.	Notice Administrator	12,136 Class Members	Not Applicable

PERSONAL INJURY SETTLEMENT PROGRAMS				
	PROGRAM DESCRIPTION	**ROLE**	**PROGRAM SIZE**	**SETTLEMENT FUND**
1.	***In re Vioxx Products Liability Litigation*, MDL Docket No. 1657 (E.D. La.)**. Voluntary settlement program to resolve claims arising from the use of prescription painkillers.	Claims Administrator	60,000 Claimants	$4.85 Billion
2.	***In re Diet Drugs (Phentermine/Fenfluramine/ Dexfenfluramine) Products Liability Litigation*, MDL Docket No. 1203 (E.D. Pa.)**. Class action settlement to resolve claims arising from the use of "Fen-Phen" diet drugs.	Liaison for the Defendant to the Settlement Trust	600,000 Claimants	$3.55 Billion
3.	***In re A.H. Robins Company Inc., Debtor (In re Dalkon Shield Claimants Trust)*, MDL Docket No. 211 (Bankr. E.D. Va.)**. Settlement program created in the Chapter 11 bankruptcy proceeding of the A.H. Robins Company to resolve claims arising from use of the Dalkon Shield intrauterine device.	Counsel to the Settlement Trust	400,000 Claimants	$3 Billion
4.	***In re Diet Drugs (Phentermine/Fenfluramine/ Dexfenfluramine) Products Liability Litigation*, MDL Docket No. 1203 (E.D. Pa.)**. Voluntary settlement program to resolve opt outs from the class action settlement of claims arising from use of "Fen-Phen" diet drugs.	Claims Administrator	66,000 Claimants	$2.63 Billion
5.	***In re DePuy Orthopaedics, Inc., ASR Hip Implant Products*, MDL Docket No. 2197 (N.D. Ohio)**. Voluntary settlement program for claims relating to metal-on-metal hip implant devices.	Claims Administrator	9,300 Claimants	$2.8 Billion
6.	***In re Actos (Pioglitazone) Products Liability Litigation*, MDL Docket No. 2299 (W.D. La)**. Voluntary settlement program to resolve claims arising from the use of a diabetes medication.	Claims Administrator	10,800 Claimants	$2.37 Billion
7.	***Confidential*.** Voluntary settlement program of claims arising from the use of a prescription medication.	Claims Administrator	12,000 Claimants	Fund Uncapped; $1.4 Billion Disbursed
8.	***In re Sulzer Orthopedics and Knee Prosthesis Products Liability Litigation*, MDL Docket No. 1401 (N.D. Ohio)**. Class action settlement of claims relating to hip and knee implants.	Claims Administrator	27,000 Claimants	$1.15 Billion
9.	***In re National Football League Players' Concussion Injury Litigation*, MDL Docket No. 2323 (E.D. Pa)**. Proposed class action settlement to resolve claims by retired National Football League players relating to repetitive head impacts.	Claims Administrator	TBD	Fund Uncapped
10.	***In re Pradaxa (Dabigatran Etexilate) Products Liability Litigation*, MDL Docket No. 2385 (S.D. Illinois)**. Voluntary settlement program to resolve claims arising from the use of blood thinning medication.	Claims Administrator	4,800 Claimants	$650 Million
11.	***Confidential*.** Voluntary settlement program of claims arising from the use of a prescription medication.	Claims Administrator	2,700 Claimants	Fund Uncapped; $279 Million Disbursed

PERSONAL INJURY SETTLEMENT PROGRAMS				
	PROGRAM DESCRIPTION	**ROLE**	**PROGRAM SIZE**	**SETTLEMENT FUND**
12.	***In re Guidant Implantable Defibrillators Products Liability Litigation Settlement*, MDL Docket No. 1708 (D. Minn.)**. Voluntary settlement program to resolve claims related to a medical device company's cardiac resynchronization therapy devices, implantable cardiac defibrillators and pacemakers.	Advised Defendant and Defense Counsel	26,000 Class Members	$240 Million
13.	***In re Nuvaring Products Liability Litigation*, MDL Docket No. 1964 (W.D. Mo.)**. Voluntary settlement program to resolve claims related to the use of a contraceptive device.	Claims Administrator	3,800 Claimants	$100 Million
14.	***In re Phenylpropanolamine (PPA) Products Liability Litigation*, MDL Docket No. 1407 (W.D. Wash.)**. Class action settlement trust established to resolve claims related to an over-the-counter weight loss product.	Claims Administrator	500 Claimants	$60 Million
15.	***In re: Yasmin and Yaz (Drospirenone) Marketing, Sales Practices and Products Liability Litigation*, MDL Docket No. 2100 (S.D. Ill.)**. Voluntary settlement program to resolve claims related to a prescription oral contraceptive.	Claims Administrator	1,275 Claimants	$57 Million
16.	***In re Yasmin and YAZ (Drospirenone) Marketing, Sales Practices and Products Liability Litigation*, MDL Docket No. 2100 (S.D. Ill.)**. Voluntary settlement program to resolve claims related to a prescription oral contraceptive.	Claims Administrator	9,000 Claimants	$24 Million
17.	***In re OxyContin Litigation - All Cases*, No. 2002-CP-18-1756 (Dorchester County S.C. Ct.)**. Class action settlement by a pharmaceutical company regarding a prescription pain killer.	Notice and Claims Administrator	3,600 Class Members	$4.25 Million
18.	***In re Seroquel Products Liability Litigation*, MDL Docket No. 1769 (M.D. Fla.)**. Multidistrict litigation proceedings involving the antipsychotic prescription drug Seroquel.	Special Master; Project Manager	Not Disclosed	$150,000

EXHIBIT 3

SYNGENTA CORN SEED SETTLEMENT

Read this notice carefully. Your legal rights are affected whether you act or don't act.

If you are or were a corn producer, grain handling facility, or ethanol production facility, you may be entitled to a portion of a $1.51 billion Syngenta settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

You must submit a claim to get paid.

- A federal judge gave preliminary approval to a class action settlement. Syngenta agreed to pay $1.51 billion to settle claims related to the sale and marketing of its Agrisure Viptera and Duracade corn seeds.
- Your rights are affected and you are eligible to participate in the settlement if you are one of the following:
    1. **Corn Producer:** Any Corn Producer in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date] (including certain landlords);
    2. **Grain Handling Facility:** Any Grain Handling Facility in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date]; *or*
    3. **Ethanol Production Facility:** Any Ethanol Production Facility in the United States with an interest in U.S. corn, including DDGs, priced for sale between September 15, 2013 and [Prelim. Approval Date].

**Certain Grain Handling Facilities and Ethanol Production Facilities are excluded. See Question [5] below for a list of them and for explanations of the terms used here. The Settlement Agreement (available at www.CornSeedSettlement.com or by calling 1-833-567-CORN) provides a more detailed description of the Settlement Class.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
OPTION	**RESULT**
SUBMIT A CLAIM FORM	To get a payment, submit a Claim Form by **[Claims Deadline]**. You can submit a Claim Form quickly and easily online at www.CornSeedSettlement.com. If you can't access the internet, you can call 1-833-567-CORN (1-833-567-2676) to ask for a paper copy Claim Form.
OBJECT	Tell the Court you don't want the settlement to be approved and why.
EXCLUDE YOURSELF	Ask not to be a part of the settlement: you will receive **no** money but keep the right to sue Syngenta separately.
DO NOTHING	Lose your claims against Syngenta, but get no payment.

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BASIC INFORMATION

1. Why did I get this notice?

You are receiving this notice because you have a right to know about a proposed settlement of class action lawsuits and other related lawsuits. If you are part of this proposed settlement, then you have options you must consider before the Court decides whether to approve the settlement. This notice explains the lawsuits, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

To receive a payment from this settlement, if you are eligible, you must submit a Claim Form. The easiest, fastest, and cheapest way to do this is to submit an electronic Claim Form online at www.CornSeedSettlement.com. You can also print a paper copy Claim Form from that website or you can request a paper copy Claim Form to complete and return by calling the number below.

2. What is the lawsuit about?

In 2010, Syngenta began selling a genetically modified corn seed with the brand name "Agrisure Viptera" (also called just "Viptera"), which included a new insect-resistant genetic trait called "MIR 162." In 2013, Syngenta began selling another genetically modified corn seed brand-named "Agrisure Duracade," (also called just "Duracade"), which included both the MIR 162 trait and a new insect-resistant trait known as "Event 5307."

Corn Producers, Ethanol Production Facilities, and Grain Handling Facilities filed lawsuits against Syngenta claiming that Syngenta sold Viptera and Duracade corn seed before it should have because the MIR 162 and Event 5307 genetically modified traits contained in those seeds had not yet received import approval in China. The lawsuits argue that Syngenta should have waited to sell those seeds until it had obtained import approval in China and that Syngenta did not take reasonable steps to ensure that the seed was sold in a manner that corn harvested from Viptera and Duracade seed did not contaminate portions of the United States ("U.S.") corn supply exported to China. The lawsuits claimed that China began rejecting shipments of U.S. corn after allegedly detecting Viptera traits in shipments from the U.S., causing the U.S. corn industry to lose access to the Chinese market and resulting in lower corn prices.

Syngenta denies that it did anything wrong, in part because before Viptera and Duracade were made available to U.S. farmers, the traits in those products were approved as safe and effective by the U.S. Department of Agriculture, the U.S. Food and Drug Administration, the U.S. Environmental Protection Agency and all of the historical U.S. trading partners for corn. Syngenta argues that China historically was not a reliable and consistent importer of U.S. corn when the company launched Viptera and Duracade, and that in any event it was exporters—not Syngenta—that sent U.S. corn to China knowing that Viptera and Duracade were not yet approved there. Syngenta also states that the price drop in corn in 2013 was not the result of China's rejection of U. S. corn, but rather was the product of a worldwide bumper crop of corn. Both the MIR 162 and Event 5307 traits now *do* have Chinese approval.

The people who sued are called Plaintiffs, and the companies they sued, Syngenta (and some of Syngenta's affiliates), are called the Defendants.

The Plaintiffs filed lawsuits in various places. There were class actions and individual cases filed in or transferred to the United States District Court for the District of Kansas, known as *In re Syngenta MIR162 Corn Litigation*, No. 14-md-2591-JWL-JPO (D. Kan.). There were also individual cases and a class action in Minnesota State Court, which were collectively called *In re Syngenta Class Action Litigation*, No. 27-CV-15-12625 and 27-cv-15-3785 (4th Jud Dist. Ct. Minn). Additionally, there were other actions filed throughout the country, including *In re Syngenta Mass Tort Actions*, No. 3:15-cv-00255-DRH and No. 3:15-cv-01221-DRH (S.D. Ill.); *Browning v. Syngenta Seeds, Inc. et al.*, No. 15-L-157 (Ill. Cir. Ct.); *Fostoria Ethanol, LLC v. Syngenta Seeds, Inc.*, No. 15-cv-0323 (Seneca Cty., Ohio); *Michigan Ethanol, LLC v. Syngenta Seeds, LLC, et al.*, No. 17-29831-NZ (Tuscola Cty., Mich.); *Mid America Agri Products/Wheatland, LLC v. Syngenta Seeds, LLC, et al.*, No. CI 14-32 (Perkins Cty., Neb.); *Ultimate Ethanol, LLC v. Syngenta Seeds, Inc. et al.*, No. 48C05-1512-CT-000184 (Madison Cty., Indiana); and *TCE, LLC v. Syngenta Seeds, Inc.*, No. EQCV 039491 (Carroll Cty., Iowa).

The Court that is overseeing the settlement that covers all of these cases is the United States District Court for the District of Kansas (referred to in this notice as the "Kansas Federal Court").

3. Why are these lawsuits class actions?

In a class action, one or more people, called Class Representatives, sue on behalf of people who have similar claims. The Class Representatives, called the "Representative Plaintiffs" in the Settlement Agreement, include Corn Producers who did and did not purchase and plant Viptera or Duracade, a Grain Handling Facility, and an Ethanol Production Facility. Their names are available at the settlement website. The group of people they sue on behalf of is called a "Class" and the individual people or companies in that Class are called "Class Members." The Kansas Federal Court will decide if this case should be a class action for purposes of the settlement. If it does, the Kansas Federal Court will resolve the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

No court has decided that either Plaintiffs or Defendants are right are wrong. A jury in the Kansas litigation found Syngenta negligent and awarded damages to a class of Kansas corn producers, but Syngenta asked the Kansas Federal Court to reject the jury's decision. At the time of settlement, the Kansas Federal Court had not yet ruled on Syngenta's request, and even if the judge had accepted the jury's decision, Syngenta would have appealed. Plaintiffs in that case also would have appealed the claims on which Syngenta won. A Minnesota class jury trial had begun and, after three weeks of testimony, prior to a jury verdict, the parties agreed to this settlement. Finally, the claims of classes of Corn Producers and individual Corn Producers in several other states, of Grain Handling Facilities, and of Ethanol Production Facilities, which all had been filed in the Kansas Federal Court and other courts, were advancing toward their own trials as well.

Both sides have now agreed to a settlement, which is an agreement between a plaintiff and a defendant to resolve a lawsuit. That way, they avoid the costs of further trials and appeals, and the people affected will get compensation. A settlement resolves those issues and makes money available to those claiming injury sooner. The Class Representatives and their attorneys believe that the nationwide settlement is in the best interests of everyone concerned. Although no cases have been tried by Grain Handling Facilities or Ethanol Production Facilities, this settlement also makes money available to them.

The settlement does not mean that the Plaintiffs or Defendants admit that any of the other side's claims or arguments are right.

WHO IS IN THE CLASS

5. Am I a part of this class?

You are a member of the **Settlement Class** certified by the Kansas Federal Court if you are a Corn Producer, a Grain Handling Facility, or an Ethanol Production Facility who fits into the one of the definitions below, even if you have already filed your own lawsuit against Syngenta. A copy of this notice was mailed to all Corn Producers identified through publicly available government records, including those who filed suit, and all Grain Handling Facilities and Ethanol Production Facilities whose addresses could be located.

This section of the notice provides more information on the different types of Class Members. You will see references to "Corn" with a capital "C" which, in the context of this settlement, means corn produced in the United States, and/or dried distillers' grains ("DDGs") produced from that corn by Ethanol Production Facilities as a byproduct of ethanol production, priced for sale after September 15, 2013. For purposes of this settlement:

1. **Corn Producers.** A "Corn Producer" is any owner, operator, landlord, waterlord, tenant, or sharecropper who shares in the risk of producing Corn and who is entitled to share in the Corn crop available for marketing between September 15, 2013 and [Prelim. Approval Date]. A landlord who receives a variable rent payable based on a share of the crop or proceeds from the sale of Corn is a Corn Producer. A landlord who receives only a fixed cash amount for renting the land that does not vary with the size of, or pricing for, the crop is not a Corn Producer. This settlement affects Corn Producers in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date].

2. **Grain Handling Facilities.** A "Grain Handling Facility" is any grain elevator, grain distributor, grain transporter, or any other entity in the U.S. that, between September 15, 2013 and [Prelim. Approval Date], (a) purchased Corn and then priced Corn in the United States for sale between September 15, 2013 and [Prelim. Approval Date]; and/or (b) purchased Corn and then transported, stored or otherwise handled Corn that was priced for sale between September 15, 2013 and [Prelim. Approval Date]. This settlement affects Grain Handling Facilities with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date].

3. **Ethanol Production Facilities.** An "Ethanol Production Facility" is any ethanol plant, biorefinery, or other entity in the U.S. that, between September 15, 2013 and [Prelim. Approval Date], produced or purchased DDGs in the United States and priced those DDGs for sale. This settlement affects Ethanol Production Facilities with an interest in U.S. Corn priced for sale between September 15, 2013 and [Prelim. Approval Date].

Excluded from the Settlement Class are the following: (a) the Court and its officers, employees, appointees, and relatives; (b) Syngenta and its affiliates, subsidiaries, officers, directors, employees, contractors, agents, and representatives; (c) all plaintiffs' counsel in the MDL Actions or the Related Actions; (d) government entities; (e) those opting out of the Settlement; and (f) the Archer Daniels Midland Company, Bunge North America, Inc., Cargill, Incorporated, Cargill, International SA, Louis Dreyfus Company, BV, Louis Dreyfus Company, LLC, Louis Dreyfus Company Grains Merchandising, LLC, Gavilon Grain, LLC, Trans Coastal Supply Company, Inc., Agribase International Inc., and the Delong Co. Inc. (and all affiliates).

6. Am I part of the Settlement Class if I bought Viptera or Duracade?

Yes. The settlement includes both Corn Producers who did and did not purchase and plant Syngenta's Viptera and/or Duracade seeds. As explained more fully in the Settlement Benefits section of this notice below, whether an eligible Corn Producer purchased and planted Viptera and/or Duracade affects the amount that the Corn Producer will be paid in this settlement.

7. Am I part of the Settlement Class even if I have already filed my own lawsuit?

Yes. Even if you have already filed your own lawsuit or retained your own attorney, you are a part of the Settlement Class if you are a Corn Producer, a Grain Handling Facility, or an Ethanol Production Facility who fits into the one of the defined groups above. Additionally, even if you have previously excluded yourself from a class, you are still a member of the Settlement Class unless and until you submit a timely, valid request for exclusion from this Settlement Class. See Question 20 below for more details on how to request exclusion.

8. Are landlords eligible to participate in the settlement?

Yes, a landlord who shares in the risk of producing Corn or the pricing of Corn and who is entitled to share in the Corn crop or proceeds from the sale of the Corn crop available for marketing between September 15, 2013 and [Prelim. Approval Date] is eligible to participate in the settlement. A landlord who receives a variable rent payable based on a share of the Corn crop or proceeds from the sale of Corn can participate in the settlement. A landlord who receives only a fixed cash amount for renting the land that does not vary with the size of, or pricing for, the Corn crop cannot participate in the settlement unless that fixed cash amount is tied to the price of Corn. If you claim as a landlord based on a fixed cash amount tied to the price of corn, you will have to provide proof of such an agreement with a Producer.

The landlord must submit his or her own Claim Form. The farmer cannot claim a settlement for the landlord's share of the corn marketed, if that share was reported to the Farm Service Agency ("FSA") of the U.S. Department of Agriculture ("USDA") even if the farmer normally markets the corn on behalf of the landlord.

9. I'm still not sure if I am included.

If you are still not sure whether you are included in the Settlement Class, you can get free help at www.CornSeedSettlement.com or by calling **1-833-567-CORN** (1-833-567-2676) or by writing to the Claims Administrator at the following address:

Corn Seed Settlement Claims Administrator
P.O. Box 26226
Richmond, VA 23260

THE SETTLEMENT BENEFITS – WHAT YOU GET

10. What benefits does the settlement provide?

Syngenta has agreed to create a settlement fund of $1,510,000,000. This amount covers: all Corn Producers, Grain Handling Facilities, and Ethanol Production Facilities who are part of the Settlement Class. Of this amount, a maximum of $22,600,000 is set aside to pay Corn Producers who did purchase and plant Viptera or Duracade seeds (although the average per-bushel payment to one of these Corn Producers cannot exceed the average per-bushel payment to a Corn Producer who did not purchase and plant Viptera or Duracade seeds), a maximum of $29,900,000 is set aside to pay Grain Handling Facilities that are covered by the settlement, and a maximum of $19,500,000 is set aside to pay Ethanol Production Facilities that are covered by the settlement. The total amount available to Corn Producers who did not purchase or plant Viptera or Duracade seeds prior to [Date] shall be the remaining Settlement Funds, which will be at least $1,438,000,000 before any deductions for the costs of administering the settlement and any attorneys' fees and litigation expenses awarded by the Court, and those amounts will be deducted from the total settlement fund before any payments are made.

11. What can I get from the settlement?

Eligible Corn Producers, Grain Handling Facilities, and Ethanol Production Facilities who stay in the settlement are entitled to a payment **if they submit a complete, signed Claim Form as described below and that Claim Form is approved for payment.** The Claim Form can be submitted online at www.CornSeedSettlement.com.

Corn Producers: The Claims Administrator will be responsible for determining the amount of each Corn Producer's payment based on the following factors: (1) Compensable Recovery Quantity, (2) the year of planting, (3) the Producer's ownership interest in those bushels, and (4) whether the producer purchased and planted Agrisure Viptera or Duracade.

For Corn Producers who reported Corn acres to the FSA, Compensable Recovery Quantity for each Marketing Year will be determined by:

(1) Multiplying the number of Corn acres planted each Marketing Year as reported on the Producer's Form FSA 578 (not including acres reported as failed or for silage) by the Producer's percentage ownership in those acres as reported on the Form FSA 578;
(2) Multiplying the resulting acreage by the average county yield as reported by USDA National Agricultural Statistics Service ("NASS") (or if no county yield is reported, the nearest yield available as determined by the Claims Administrator);
(3) Deducting the percentage of bushels reported as "fed on farm" as reported on the Producer's Claim Form; and
(4) Multiplying the resulting bushels by the weighted average for that particular Marketing Year.

For purposes of determining the Compensable Recovery Quantities for Corn Producer Class Members, the following weighted averages will be used for each respective Marketing Year:

2013/14- 26%
2014/15- 33%
2015/16- 20%
2016/17- 11%
2017/18- 10%

These averages are based on the evidence and expert analysis in the case.

For example, if the FSA 578 information reflects that John Smith in Marketing Year 2013-14 had a 25% share in 200 acres of Corn in a county with an average yield of 186 bushels per acre, the Producer's Compensable Recovery Quantity will be equal to 200 (acres) multiplied by 186 (average county yield) multiplied by 25% (ownership share) or 9,300 bushels, less any reported fed on farm percentage and then multiplied by the weighted average for that Marketing Year. If Susan Smith had a 75% share in the same acres, her Compensable Recovery Quantity will be 200 (acres) multiplied by186 (average county yield) multiplied by75% or 27,900 bushels, less any reported fed on farm percentage and then multiplied by the weighted average for that marketing Year.

For Corn Producers who did not report their Corn acres to the USDA's FSA, Compensable Recovery Quantity will be determined in accordance with the same methodology but using USDA Risk Management Agency information (from data reported to agencies based on crop insurance) instead of Form FSA data.

For those Corn Producers who did not report their Corn acres to USDA FSA or USDA Risk Management Agency ("RMA"), Compensable Recovery Quantity will be determined based on the Claim Form.

Once the Compensable Recovery Quantity is calculated for the entire Class Period for each Corn Producer, the Claims Administrator will determine payments to Corn Producers by distributing

available settlement funds (less the costs of the administering the settlement and any Attorneys' Fees, Costs or Expenses approved by the Court) in proportion to each Corn Producer's Compensable Recovery Quantity (*Pro Rata).*

A Corn Producer's Compensable Recovery Quantity for Producers that purchased and planted Corn grown from Agrisure Viptera and/or Duracade Corn Seed will be calculated in the same manner as Corn Producers that did not purchase and plant Agrisure Viptera and/or Duracade Corn Seed but the *Pro Rata* distribution will be calculated from the settlement funds set aside for that Subclass ($22.6 million dollars) or at a number below $22.6 million dollars that ensures that the average per-bushel recovery for Corn Producers that purchased and planted Corn grown from Agrisure Viptera and/or Duracade Corn Seed shall not exceed the average per-bushel recovery of the members of the Subclass of Corn Producers that did not purchase and plant Agrisure Viptera and/or Duracade Corn Seed. Any remaining funds in this Subclass fund will revert to the general Settlement Fund.

Grain Handling Facilities: For Grain Handling Facilities, Compensable Recovery Quantity will be determined as follows:

> For each Marketing Year, Grain Handling Facilities total sales of Corn (in bushels) will be multiplied by the weighted average to determine the total Compensable Recovery Quantity for each Marketing Year. Totals for each Marketing Year will be summed to determine that Grain Handling Facilities' total Compensable Recovery Quantity for the Class Period. The Claims Administrator will determine payments to each Grain Handling Facility by distributing available settlement funds set aside for that Subclass ($29.9 Million) in proportion to each Grain Handling Facilities' total Compensable Recovery Quantity (*Pro Rata).*

For purposes of determining the Compensable Recovery Quantities for Grain Handling Facility Class Members, the following weighted averages will be used for each respective Marketing Year:

2013/14- 26%
2014/15- 33%
2015/16- 20%
2016/17- 11%
2017/18- 10%

These averages are based on the evidence and expert analysis in the case. Any remaining funds in this Subclass fund will revert to the general Settlement Fund.

Ethanol Production Facilities: For Ethanol Production Facilities, Compensable Recovery Quantity will be determined as follows:

> For each Marketing Year, an Ethanol Production Facility's total sales of DDGs (in short tons) will be multiplied by the weighted average to determine the total Compensable Recovery Quantity for each Marketing Year. Totals for each Marketing Year will be summed to determine that Ethanol Production Facility's

total Compensable Recovery Quantity for the Class Period. The Claims Administrator will determine payments to each Ethanol Production Facility by distributing available settlement funds set aside for that Subclass ($19.5 Million) in proportion to each Ethanol Production Facility's total Compensable Recovery Quantity (*Pro Rata).*

For purposes of determining the Compensable Recovery Quantities for Ethanol Production Facility Class Members, the following weighted averages will be used for each respective Marketing Year:

2013/14- 44%
2014/15- 47%
2015/16- 4%
2016/17- 3%
2017/18- 2%

These averages are based on the evidence and expert analysis in the case. Any remaining funds in this Subclass fund will revert to the general Settlement Fund.

12. Why are Viptera and Duracade Corn Producers being treated differently?

Syngenta has unique defenses to claims from Corn Producers who purchased and planted Viptera and/or Duracade corn seeds. Specifically, there may be limitations on the ability of those purchasers to sue and the amount that they could recover because those Corn Producers are required to sign stewardship agreements with Syngenta that may limit their rights and ability to recover any damages.

In addition, those who purchased and planted Viptera or Duracade corn seed, if they sued, would potentially have been subject to comparative fault, contributory negligence, assumption of the risk, and other legal defenses. For example, it could have been argued that those who purchased and planted Viptera and Duracade corn seed knew or should have known that the products were not yet approved in China. These are some of the reasons why those who purchased and planted Viptera and Duracade corn seed will receive less than Corn Producers who did not purchase and plant those seeds.

13. How will you determine if someone is a Viptera or Duracade purchaser?

The Claim Form requires that you specify whether you purchased and planted Viptera or Duracade. When you sign and submit your Claim Form, you will state under penalty of perjury that the information you provide in your Claim Form is true. The Claims Administrator also may audit information provided in Claim Forms using Syngenta's records. Make sure you do your best to be accurate in your answers.

14. For Corn Producers, why does the Claims Administrator need my FSA 578 and RMA information?

The Court has approved the use of FSA 578 and RMA (crop insurance) information to substantiate claims for settlement payments. This information will be used to determine your Compensable Bushels but will be kept confidential by the Claims Administrator and used only for this settlement.

15. Do I need to obtain a copy of my FSA 578 Form or RMA information?

No. The government has agreed to provide FSA 578 data and RMA data electronically for any Corn Producer who consents to that disclosure as part of the Claim Form. Paper copies will NOT be accepted so you should NOT obtain any paper copies. Everything must be submitted as part of the Court-approved Claim Form.

HOW YOU GET A PAYMENT

16. How do I get paid?

You must submit a Claim Form in order to get paid. There is a different Claim Form for each type of Class Member (Corn Producer, Grain Handling Facility, or Ethanol Production Facility). You can submit an electronic Claim Form in just a few quick and easy steps on the settlement website at www.CornSeedSettlement.com using any internet-capable device (mobile phone, tablet, desktop computer, etc.). The online filing system will ask you only those questions required for your specific Class Member type.

The settlement website also will have downloadable and printable versions of all three Claim Forms available at www.CornSeedSettlement.com/Documents.aspx if you prefer to complete and submit a paper copy Claim Form.

If you cannot access the internet, you may request a paper copy Claim Form by calling 1-833-567-CORN (1-833-567-2676) or writing to the Claims Administrator at:

Corn See Settlement Claims Administrator
P.O. Box 26226
Richmond, VA 23260

Regardless of how you submit the Claim Form, all Claim Forms must be completed, signed and submitted online or postmarked on or before [Claims Deadline].

The Class Member or person with legal authority to act on behalf of the Class Member must complete and sign the Claim Form(s). If you have a lawyer who represents you in a Syngenta lawsuit, the lawyer cannot sign and submit the Claim Form for you. The Claim Form must be signed and submitted by the Class Member or, if the Class Member is a legal entity, by someone with legal authority to act on behalf of the entity other than your lawyer in the Syngenta matter. Each Corn Producer must submit his or her own Claim Form. For example, a tenant cannot submit on behalf of his or her landlord. The landlord must submit his or her Claim Form separately.

You do not need to obtain copies of your FSA 578 Report to make a claim. After you submit a Claim Form consenting to disclosure of the FSA 578 data to the Claims Administrator to

use for processing your claim (but otherwise keep confidential), this information will be provided directly by the FSA.

Any Class Member submitting a paper copy Claim Form must mail the form to the following address:

Corn Seed Settlement Claims Administrator
P.O. Box 26226
Richmond, VA 23260

17. If I submit an eligible claim, when will I get my payment?

The Court will hold a hearing on [FFH Date], commonly referred to as a Fairness Hearing, to decide whether to grant certification of the Settlement Class and whether to approve the settlement. If the Court approves the settlement after that, there may be appeals taken by objectors to the settlement. Resolving those appeals often takes time, perhaps more than a year. Progress of the payments will be put up on the settlement website. Please be patient.

18. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Syngenta about the legal issues in *these* cases being settled. It also means that all of the Court's orders relating to this settlement will apply to you and legally bind you. Even if you do not submit a claim to get paid, you will give up your claims against Syngenta and be bound by the Court's orders. You must submit a Claim Form to get paid.

A copy of the Settlement Agreement containing the full language of the legal release and all of the terms of the settlement is available at www.CornSeedSettlement.com.

19. Does my participation in this settlement affect any claims I may have against exporters relating to these issues?

Your participation as a Class member in this settlement does not and will not affect any claims you may have against exporters related to the rejection of U.S. corn by China. You will not lose any claims you may have against any exporters. The only claims that are being released if you do not request to be excluded from the Class are against Syngenta.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue Syngenta on your own about the legal issues in this case, then you must take steps to get out of the settlement. This is called excluding yourself—or is sometimes referred to as "opting out" of the Settlement Class.

20. How do I get out of the settlement?

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in the lawsuit. You may be able to sue (or continue to sue) Syngenta in the future. If you want to be excluded from this settlement, you must submit an exclusion request even if you have already separately sued Syngenta.

The procedure for asking to be excluded from the settlement (submitting an "Opt-Out Request") varies depending on what type of Class Member you are. This section of the notice explains those different procedures.

1. **Corn Producer Opt Out Procedure.**

   If you are a Corn Producer and do not want to be included in the settlement, you must mail a written Opt-Out Request to the Claims Administrator that includes the following:

   (a) your full legal name (or entity name if applicable), valid mailing address, and all digits of your Social Security or (if an entity) Tax ID number, a functioning telephone number and the address of the farm(s) whose Corn priced for sale after September 15, 2013 was allegedly impacted by Agrisure Viptera and/or Duracade Corn Seed;

   (b) a statement that you have reviewed and understood the Class Notice and choose to be excluded from the Settlement Class and, that you understand that by opting out, you will not share in any recovery obtained on behalf of the Settlement Class;

   (c) the name and contact information of your attorney, if you have one;

   (d) a statement indicating that you are a Corn Producer who during the Class Period owned an Interest in Corn in the U.S. that was priced for sale after September 15, 2013;

   (e) either (1) a signed consent to obtain your FSA 578 Report and RMA Data for each year from 2013-2017 related to any Corn crop in which you have an interest, or (2) a statement certifying by penalty of perjury, based on your knowledge, information, and belief, the number of planted Corn acres for each calendar year from 2013-2017 and your share of Corn planted on those acres in which you had an Interest; and

   (f) your actual signature in ink and the signature of anyone else required under law to bind the Corn Producer who is seeking to be excluded (not an electronic copy). The signature of your attorney representing you in this matter will **not** be accepted by the Court. ***You must sign your own Opt-Out Request.***

A tenant who excludes himself from the settlement cannot exclude a landlord's ownership interest in the Corn crop and vice versa; a husband and wife with a 50-50 interest in a crop, as reported to the FSA, must each sign an Opt-Out Request to exclude 100% of their crop from the settlement; and someone who produces Corn under multiple entity names must execute an Opt-Out Request for each separate entity.

Any Corn Producer who does not submit a valid Opt-Out Request for a particular interest will have that interest included in the Settlement Class.

2. <u>Grain Handling Facility Opt Out Procedure</u>.

If you are a Grain Handling Facility and do not want to be included in the settlement, you must send a written Opt-Out Request to the Claims Administrator that includes the following:

(a) your full legal name (or entity name if applicable), valid mailing address, and all digits of the Social Security or (if an entity) Tax ID number, and a functioning telephone number;

(b) a statement that you have reviewed and understood the Class Notice and choose to be excluded from the Settlement Class and, that you understand that by opting out, you will not share in any recovery obtained on behalf of the Settlement Class;

(c) the name and contact information of your attorney, if you have one;

(d) a statement indicating that you are a Grain Handling Facility;

(e) business records demonstrating (1) the number of Corn bushels purchased per Marketing Year; (2) the number of Corn bushels priced for sale after September 15, 2013 and for each Marketing Year (if any); (3) your total Storage Capacity; and

(f) your actual signature in ink and the signature of anyone else required under law to bind the Grain Handling Facility seeking to be excluded (not an electronic copy). The signature of your attorney representing you in this matter will **<u>not</u>** be accepted by the Court. ***You must sign your own Opt-Out Request***.

3. <u>Ethanol Production Facility Opt Out Procedure</u>.

If you are an Ethanol Production Facility and do not want to be included in the settlement, you must send a written Opt-Out Request to the Claims Administrator that includes the following:

(a) your full legal name (or entity name if applicable), valid mailing address, and all digits of the Social Security or (if an entity) Tax ID number, and a functioning telephone number;

(b) a statement that you have reviewed and understood the Class Notice and choose to be excluded from the Settlement Class and, that you understand that by opting out, you will not share in any recovery obtained on behalf of the Settlement Class;

(c) the name and contact information of your attorney, if you have one;

(d) a statement indicating that you are an Ethanol Production Facility;

(e) business records demonstrating (1) the number of Corn bushels purchased per Marketing Year; (2) the number of short tons of DDGs priced for sale after September 15, 2013 and for each Marketing Year (if any); (3) your total Production Capacity; and

(f) your actual signature in ink and the signature of anyone else required under law to bind the Ethanol Production Facility seeking to be excluded (not an electronic copy). The signature of your attorney representing you in this matter will **not** be accepted by the Court. ***You must sign your own Opt-Out Request***.

For Any Class Member seeking to opt out of the Settlement (whether you are a Corn Producer, Grain Handling Facility or Ethanol Production Facility), your signature **must be** made and dated on or after [insert mailing date for this Notice]. Finally, your Opt-Out Request must be postmarked by **[**Opt Out/Objection Deadline] and mailed to:

Corn Seed Settlement Claims Administrator
P.O. Box 26226
Richmond, VA 23260

You can't exclude yourself on the phone or by e-mail. If you do not provide the information required to opt out or fail to timely submit an Opt-Out Request, you will be deemed to have waived your right to opt out and will be a member of the Settlement Class.

No person or entity, including another Class Member, may submit an Opt-Out Request on behalf of any other Class Member or that Class Member's interest in a claim covered by the settlement.

The Court will not accept Opt-Out Requests signed prior to the date this notice was mailed. This includes any exclusions that were submitted for previous class notices or class actions related to Agrisure Viptera or Duracade corn seed. This means if you opted out of one or more of the prior class actions, you are included in this settlement unless you opt out again.

21. If I opt out, can I maintain my lawsuit against Syngenta?

If you timely opt out and you follow the requirements in Question 20, you may sue or continue to sue Syngenta because you will not be bound by the settlement. You should know, however, that as part of this settlement, Syngenta has agreed that for at least one year following the date this settlement is completed, it will not pay any Class Member who opts out more favorably than it is

treating similarly situated Class Members who stay in the class. The only way to get more money in a separate suit prior to that date would be to take your case to trial, obtain a verdict that is better than this settlement, and win on appeal.

22. If I don't opt out, can I sue Syngenta for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Syngenta for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself, if eligible, from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is [OBJECTION DEADLINE].

23. If I opt out, can I get money from this settlement?

No.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

The Court has appointed Daniel E. Gustafson, Christopher A. Seeger, and Patrick J. Stueve to represent the Settlement Class. These lawyers are referred to as "Settlement Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

25. What about lawyers advising me to exclude myself from the class?

You may receive letters or calls from lawyers seeking to represent you in this case. You have the right to consult an attorney for advice about whether to stay in the Settlement Class and accept the settlement. You should be cautious, however, about advice from attorneys recommending that you exclude yourself from the Settlement Class so that they can represent you in an individual lawsuit against Syngenta, because these attorneys have a financial motive in having you hire them.

26. How will the lawyers be paid?

Settlement Class Counsel will seek up to one-third of the settlement fund as attorneys' fees and reimbursement for [$___] in costs and expenses. The Court may award less than these amounts. These fees represent compensation to hundreds of lawyers who participated in the litigation against Syngenta, including the lawyers who tried the cases in Kansas and Minnesota, and any other lawyers to whom the Court awards fees. A copy of the Fee and Expense Applications will be uploaded to the www.CornSeedSettlement.com after [Fee Date].

If you hired an attorney before you received this notice and want to stay in the Settlement Class, you should discuss the issue of attorneys' fees with your lawyer.

If you choose to hire your own lawyer, you will be responsible for that lawyer's fees and expenses.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

27. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it, including the requests being made by Class Counsel for attorneys' fees and litigation expenses or the service awards being sought for Class Representative and those plaintiffs who helped litigate the case for the Class). You can give reasons why you think the Court should not approve the settlement or what you do not like about the settlement. The Court will consider your views.

You cannot both exclude yourself from the settlement and object at the same time. If you exclude yourself, you cannot object to any part of the settlement. You have to remain in the Settlement Class in order to maintain your right to object to any part of the settlement.

To object, you must file a written objection with the Clerk of Court. You must include your name, mailing address and telephone number. You must also clearly state the specific legal and factual reasons why you object to the settlement and attach copies of any materials that you intend to submit to the Court or present at the Fairness Hearing. If you're represented by a lawyer in connection with the issues involved with the sale and marketing of Viptera and Duracade, you must include the lawyer's name, email address, mailing address and telephone number.

All objections must be personally signed by the Class Member with an actual ink signature, even if you're represented by a lawyer. Any request to appear and present argument at the Final Fairness Hearing must also be specifically stated.

In addition to filing your objection with the Clerk of Court, you must also mail the objection to each address listed below:

Settlement Class Counsel:
Daniel E. Gustafson
Gustafson Gluek, PLLC
120 S. 6th Street, Suite 2600
Minneapolis, MN 55402

Christopher A. Seeger
Seeger Weiss LLP
55 Challenger Road
Ridgefield Park, NJ 07660

Patrick J. Stueve
Stueve Siegel Hanson LLP
460 Nichols Road, Suite 200
Kansas City, MO 64112

Counsel for Syngenta:

Leslie M. Smith, P.C.
Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654

The objection must be postmarked no later than [**OBJECTION DEADLINE**]:

If you object, you may be asked to answer questions by the attorneys, or the Court, about your reasons for objecting.

No person or entity or other Class Members may object for, or on behalf of, any other Class Member.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

28. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at [TIME AND DATE OF FFH], at the United States District Court for the District of Kansas, 500 State Ave., Kansas City, KS 66101. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have previously asked to speak at the hearing. The Court may also decide how much to pay Settlement Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.CornSeedSettlement.com for updates.

29. Do I have to come to the hearing?

No. Settlement Class Counsel will answer questions the Court may have. You are welcome, however, to come at your own expense. If you send an objection, you don't have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

30. May I speak at the hearing?

If you timely objected to the settlement, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must make such a request in your objection or send a letter saying that it is your "Notice of Intention to Appear in the Syngenta Settlement." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than [**NOTICE TO APPEAR DEADLINE**], and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the addresses in Question [27]. You cannot

speak at the hearing if you excluded yourself. You can speak only about issues that you timely raised in a written objection pursuant to Question [27].

IF YOU DO NOTHING

31. What happens if I do nothing at all?

If you do nothing, you will not get any payment from this settlement, and unless you've excluded yourself from the Settlement Class, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Syngenta about the legal issues in this case.

GETTING MORE INFORMATION

31. Is more information about the lawsuit available?

Yes. If you have any questions or would like additional information, you may visit www.CornSeedSettlement.com, call **1-833-567-CORN (1-833-567-2676)**, or write to the Claims Administrator at:

Corn Seed Settlement Claims Administrator
P.O. Box 26226
Richmond, VA 23260

Submit your Claim Form Online at www.CornSeedSettlement.com.

DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION

EXHIBIT 4

IF YOU ARE OR WERE A CORN PRODUCER, GRAIN HANDLING FACILITY, OR ETHANOL PRODUCTION FACILITY,

You may be entitled to a portion of a $1.5 billion Syngenta settlement.

What is this about?

A Settlement has been reached with Syngenta over class action and individual lawsuits related to the sale and marketing of its Agrisure Viptera and Duracade corn seeds and the alleged harm that Syngenta's conduct caused corn producers, grain handling facilities, and ethanol plants. Syngenta denies it did anything wrong. Although certain corn producers' cases went to trial, the courts have not made a final decision as to who is right.

Who's included?

The Settlement may affect your rights if you are:

(1) **A Corn Producer** (that is, an owner, operator, landlord, waterlord, tenant, or sharecropper) who shares in the risk of producing corn and is entitled to share in certain corn crops in the U.S. who priced corn for sale between September 15, 2013 and [Prelim. Approval Date]. A landlord who receives a variable rent payable based on a share of the crop or proceeds from the sale of Corn is a Corn Producer. A landlord who receives only a fixed cash amount for renting the land that does not vary with the size of, or pricing for, the crop is not a Corn Producer; or

(2) **A Grain Handling Facility** (that is, a grain elevator, grain distributor, grain transporter, or other similar entity) in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date]; or

(3) **An Ethanol Production Facility** (that is, an ethanol plant, biorefinery, or other similar entity) in the U.S. with an interest in U.S. corn, including DDGs, priced for sale between September 15, 2013 and [Prelim. Approval Date].

What does the Settlement provide?

Syngenta has agreed to pay $1.51 billion into a Settlement Fund to pay Class Members who submit eligible claims, court-approved attorneys' fees, expenses, service awards to certain plaintiffs who helped prosecute the case, fees of the Special Masters appointed in these cases, and costs relating to notice and class administration, including fees of the Claims Administrator. The amount eligible Class Members will receive depends on the amount of the Class Member's interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date].

How do I get a payment?

To stay in the Settlement and get paid, submit a Claim Formby [Claims Deadline]. You can submit a Claim Form online at www.CornSeedSettlement.com. The website also provides instructions for how to file a paper copy Claim Form through the mail.

What are my other options?

1. **Do Nothing** – You will remain in the Settlement but you will not receive Settlement benefits and you give up your rights to sue Syngenta regarding the legal claims in these cases.
2. **Exclude Yourself** – If you do not want to be included in the Settlement, you must exclude yourself by submitting a written request for exclusion by [Exclusion Date]. If you exclude yourself from the Settlement, you keep your right to sue Syngenta regarding its commercialization of Agrisure Viptera and Agrisure Duracade. The website explains how to exclude yourself. If you previously requested exclusion from a litigation class in one of the cases against Syngenta, that request will NOT exclude you from the Settlement Class.
3. **Object** – If you remain in the Settlement but don't like it, you can object to it by filing and mailing a written objection by no later than [Objection Date]. The website explains how to object. The Court will hold a hearing on XXXX to consider any objections, and to determine whether to approve the Settlement, award attorneys' fees and expenses and grant of incentive awards to the named class representatives. You can appear and speak at that hearing or you can hire your own attorney, at your own expense, to appear or speak for you at the hearing, but you don't have to do either.

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www.CornSeedSettlement.com

1-833-567-CORN (1-833-567-2676)

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IF YOU ARE OR WERE A CORN PRODUCER, GRAIN HANDLING FACILITY, OR ETHANOL PRODUCTION FACILITY,

You may be entitled to a portion of a $1.5 billion Syngenta settlement.

What is this about?

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(2) **A Grain Handling Facility** (that is, a grain elevator, grain distributor, grain transporter, or other similar entity) in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date]; or

(3) **An Ethanol Production Facility** (that is, an ethanol plant, biorefinery, or other similar entity) in the U.S. with an interest in U.S. corn, including DDGs, priced for sale between September 15, 2013 and [Prelim. Approval Date].

What does the Settlement provide?

Syngenta has agreed to pay $1.51 billion into a Settlement Fund to pay Class Members who submit eligible claims, court-approved attorneys' fees, expenses, service awards to certain plaintiffs who helped prosecute the case, fees of the Special Masters appointed in these cases, and costs relating to notice and class administration, including fees of the Claims Administrator. The amount eligible Class Members will receive depends on the amount of the Class Member's interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date].

How do I get a payment?

To stay in the Settlement and get paid, submit a Claim Form by [Claims Deadline]. You can submit a Claim Form online at www.CornSeedSettlement.com. The website also provides instructions for how to file a paper copy Claim Form through the mail.

What are my other options?

1. **Do Nothing** – You will remain in the Settlement but you will not receive Settlement benefits and you give up your rights to sue Syngenta regarding the legal claims in these cases.
2. **Exclude Yourself** – If you do not want to be included in the Settlement, you must exclude yourself by submitting a written request for exclusion by [Exclusion Date]. If you exclude yourself from the Settlement, you keep your right to sue Syngenta regarding its commercialization of Agrisure Viptera and Agrisure Duracade. The website explains how to exclude yourself. If you previously requested exclusion from a litigation class in one of the cases against Syngenta, that request will NOT exclude you from the Settlement Class.
3. **Object** – If you remain in the Settlement but don't like it, you can object to it by filing and mailing a written objection by no later than [Objection Date]. The website explains how to object. The Court will hold a hearing on XXXX to consider any objections, and to determine whether to approve the Settlement, award attorneys' fees and expenses and grant of incentive awards to the named class representatives. You can appear and speak at that hearing or you can hire your own attorney, at your own expense, to appear or speak for you at the hearing, but you don't have to do either.

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www.CornSeedSettlement.com

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You may be entitled to a portion of a $1.5 billion Syngenta settlement.

What is this about?

A Settlement has been reached with Syngenta over class action and individual lawsuits related to the sale and marketing of its Agrisure Viptera and Duracade corn seeds and the alleged harm that Syngenta's conduct caused corn producers, grain handling facilities, and ethanol plants. Syngenta denies it did anything wrong. Although certain corn producers' cases went to trial, the courts have not made a final decision as to who is right.

Who's included?

The Settlement may affect your rights if you are:

(1) A **Corn Producer** (that is, an owner, operator, landlord, waterlord, tenant, or sharecropper) who shares in the risk of producing corn and is entitled to share in certain corn crops in the U.S. who priced corn for sale between September 15, 2013 and [Prelim. Approval Date]. A landlord who receives a variable rent payable based on a share of the crop or proceeds from the sale of Corn is a Corn Producer. A landlord who receives only a fixed cash amount for renting the land that does not vary with the size of, or pricing for, the crop is not a Corn Producer; or

(2) A **Grain Handling Facility** (that is, a grain elevator, grain distributor, grain transporter, or other similar entity) in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date]; or

(3) An **Ethanol Production Facility** (that is, an ethanol plant, biorefinery, or other similar entity) in the U.S. with an interest in U.S. corn, including DDGs, priced for sale between September 15, 2013 and [Prelim. Approval Date].

What does the Settlement provide?

Syngenta has agreed to pay $1.51 billion into a Settlement Fund to pay Class Members who submit eligible claims, court-approved attorneys' fees, expenses, service awards to certain plaintiffs who helped prosecute the case, fees of the Special Masters appointed in these cases, and costs relating to notice and class administration, including fees of the Claims Administrator. The amount eligible Class Members will receive depends on the amount of the Class Member's interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date].

How do I get a payment?

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What are my other options?

1. **Do Nothing** – You will remain in the Settlement but you will not receive Settlement benefits and you give up your rights to sue Syngenta regarding the legal claims in these cases.
2. **Exclude Yourself** – If you do not want to be included in the Settlement, you must exclude yourself by submitting a written request for exclusion by [Exclusion Date]. If you exclude yourself from the Settlement, you keep your right to sue Syngenta regarding its commercialization of Agrisure Viptera and Agrisure Duracade. The website explains how to exclude yourself. If you previously requested exclusion from a litigation class in one of the cases against Syngenta, that request will NOT exclude you from the Settlement Class.
3. **Object** – If you remain in the Settlement but don't like it, you can object to it by filing and mailing a written objection by no later than [Objection Date]. The website explains how to object. The Court will hold a hearing on XXXX to consider any objections, and to determine whether to approve the Settlement, award attorneys' fees and expenses and grant of incentive awards to the named class representatives. You can appear and speak at that hearing or you can hire your own attorney, at your own expense, to appear or speak for you at the hearing, but you don't have to do either.

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www.CornSeedSettlement.com

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IF YOU ARE OR WERE A CORN PRODUCER, GRAIN HANDLING FACILITY, OR ETHANOL PRODUCTION FACILITY,

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What is this about?

A Settlement has been reached with Syngenta over class action and individual lawsuits related to the sale and marketing of its Agrisure Viptera and Duracade corn seeds and the alleged harm that Syngenta's conduct caused corn producers, grain handling facilities, and ethanol plants. Syngenta denies it did anything wrong. Although certain corn producers' cases went to trial, the courts have not made a final decision as to who is right.

Who's included?

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(2) A **Grain Handling Facility** (that is, a grain elevator, grain distributor, grain transporter, or other similar entity) in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date]; or

(3) An **Ethanol Production Facility** (that is, an ethanol plant, biorefinery, or other similar entity) in the U.S. with an interest in U.S. corn, including DDGs, priced for sale between September 15, 2013 and [Prelim. Approval Date].

What does the Settlement provide?

Syngenta has agreed to pay $1.51 billion into a Settlement Fund to pay Class Members who submit eligible claims, court-approved attorneys' fees, expenses, service awards to certain plaintiffs who helped prosecute the case, fees of the Special Masters appointed in these cases, and costs relating to notice and class administration, including fees of the Claims Administrator. The amount eligible Class Members will receive depends on the amount of the Class Member's interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date].

How do I get a payment?

To stay in the Settlement and get paid, submit a Claim Form by [Claims Deadline]. You can submit a Claim Form online at www.CornSeedSettlement.com. The website also provides instructions for how to file a paper copy Claim Form through the mail.

What are my other options?

1. Do Nothing – You will remain in the Settlement but you will not receive Settlement benefits and you give up your rights to sue Syngenta regarding the legal claims in these cases.

2. Exclude Yourself – If you do not want to be included in the Settlement, you must exclude yourself by submitting a written request for exclusion by [Exclusion Date]. If you exclude yourself from the Settlement, you keep your right to sue Syngenta regarding its commercialization of Agrisure Viptera and Agrisure Duracade. The website explains how to exclude yourself. If you previously requested exclusion from a litigation class in one of the cases against Syngenta, that request will NOT exclude you from the Settlement Class.

3. Object – If you remain in the Settlement but don't like it, you can object to it by filing and mailing a written objection by no later than [Objection Date]. The website explains how to object. The Court will hold a hearing on XXXX to consider any objections, and to determine whether to approve the Settlement, award attorneys' fees and expenses and grant of incentive awards to the named class representatives. You can appear and speak at that hearing or you can hire your own attorney, at your own expense, to appear or speak for you at the hearing, but you don't have to do either.

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www.CornSeedSettlement.com

1-833-567-CORN (1-833-567-2676)

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EXHIBIT 5

Syngenta Corn Seed Settlement: 30-Second Radio Script

This is a court-approved legal notice and is not a lawyer advertisement. A $1.51 billion settlement has been reached related to Syngenta's "Agrisure Viptera" and "Agrisure Duracade" corn seeds.

To get a payment, corn producers (including certain landlords), grain handling facilities, and ethanol plants must file eligible claim forms with the court-appointed Settlement Administrator by [Claim Filing Deadline].

To file a claim or get more information, go to CornSeedSettlement.com or call 1-833-567-CORN.

EXHIBIT 6

Syngenta Corn Seed Settlement: 30-Second Post-Opt Out Deadline Radio Script

A federal court approved this message. This is not a lawyer advertisement.

The deadline to file a claim for benefits in the $1.51 billion Syngenta Corn Seed Settlement is [Claim Filing Deadline]. Corn producers (including certain landlords), grain handling facilities, and ethanol plants should go to CornSeedSettlement.com now to file a claim quickly and easily online. That's CornSeedSettlement.com. You can also call 1-833-567-CORN for more information.

EXHIBIT 7

Corn Seed Settlement

Sponsored ·

Like Page

Corn producers (including certain landlords), grain handling facilities, and ethanol production facilities could be part of a $1.5 billion Syngenta settlement.

Find out if you qualify for benefits today.

WWW.CORNSEEDSETTLEMENT.COM

EXHIBIT 8

Class Action Settlement Announced Involving Syngenta Corn Seeds

NEWS PROVIDED BY
Corn Seed Settlement Administrator
April __, 2018

RICHMOND, Va., April __, 2018 /PRNewswire/ -- The following is being released by the Claims Administrator of the settlement reached in *In re Syngenta MIR162 Corn Litigation*, No. 14-md-2591-JWL-JPO (D. Kan.) and other related actions.

Syngenta and Plaintiffs announced a $1.51 billion settlement to resolve class actions and individual cases alleging that Syngenta sold its "Agrisure Viptera" and "Agrisure Duracade" corn seeds before it should have because new insect-resistant genetic traits in those seeds had not yet received import approval in China. The lawsuits argued that China rejected shipments of U.S. corn because the genetic traits were not yet approved there, causing the U.S. corn industry to lose access to the Chinese market and resulting in lower corn prices that harmed corn producers (and certain landlords), grain handling facilities (*e.g.*, grain elevators, grain distributors, and grain transporters), and ethanol production facilities (*e.g.*, ethanol plants and biorefineries).

Syngenta denies that it did anything wrong and has many explanations for its actions, including that, before Viptera and Duracade were made available to U.S. farmers, the traits in those products were approved as safe and effective by the U.S. Department of Agriculture, the U.S. Food and Drug Administration, the U.S. Environmental Protection Agency and all of the historical U.S. trading partners for corn. The genetic traits contained in Viptera and Duracade now do have Chinese approval.

If the United States District Court of the District of Kansas approves the settlement, then Syngenta will pay $1.51 billion into a Settlement Fund to pay (1) corn producers (and certain landlords), grain handling facilities, and ethanol production facilities who submit eligible claims, (2) court-approved attorneys' fees and expenses, (3) service awards to certain plaintiffs who helped prosecute the case, (4) fees of the Special Masters appointed in these cases, and (5) costs relating to notice and class administration. The amount eligible claimants will receive depends on the amount of the claimants' interests in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date].

Class Members may submit claims online at www.CornSeedSettlement.com or they may call 1-833-567-CORN (1-833-567-2676) to request a paper copy claim form. All claim forms must be filed by [Claim Filing Deadline].

The Court will hold a hearing on [Final Approval Hearing Date] to consider whether to approve the settlement. Class members have until [Exclusion/Objection Deadline] to exclude themselves from, or object to, the settlement.

For more information, visit www.CornSeedSettlement.com or call 1-833-567-CORN (1-833-567-2676).

EXHIBIT 9

IF YOU ARE OR WERE A CORN PRODUCER, GRAIN HANDLING FACILITY, OR ETHANOL PRODUCTION FACILITY,

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Who's included?

The Settlement may affect your rights if you are:

(1) **A Corn Producer** (i.e., an owner, operator, landlord, waterlord, tenant, or sharecropper who shares in the risk of producing corn and is entitled to share in the revenue from certain corn crops) in the U.S. who priced corn for sale between September 15, 2013 and [Prelim. Approval Date]. A landlord who receives a variable rent payable based on a share of the crop or proceeds from the sale of Corn is a Corn Producer. A landlord who receives only a fixed cash amount for renting the land that does not vary with the size of, or pricing for, the crop is not a Corn Producer; or

(2) **A Grain Handling Facility** (i.e., a grain elevator, grain distributor, grain transporter, or other similar entity) in the U.S. with an interest in U.S. corn priced for sale between September 15, 2013 and [Prelim. Approval Date]; or

(3) **An Ethanol Production Facility** (i.e., an ethanol plant, biorefinery, or other similar entity) in the U.S. with an interest in U.S. corn, including DDGs, priced for sale between September 15, 2013 and [Prelim. Approval Date].

To read detailed information about the settlement, view your options, or file a claim, visit the website or call the number below.

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1-833-567-CORN (1-833-567-2676)

This is a court authorized notice, not a lawyer advertisement.

EXHIBIT 10

Important U.S. District Court Reminder!

A federal court approved this message.
This is not a lawyer advertisement.

The deadline to file a claim for benefits in the $1.51 billion Syngenta Corn Seed Settlement is [Date]. Corn producers (including certain landlords), grain handling facilities, and ethanol plants should go to www.CornSeedSettlement.com now to file a claim quickly and easily online.

You can call 1-833-567-CORN (1-833-567-2676) for more information.

www.CornSeedSettlement.com
1-833-567-CORN

Corn Seed Settlement Program
Claims Administrator
P.O. Box 85006
Richmond, VA 23285-5006

FIRST-CLASS MAIL U.S. POSTAGE PAID PERMIT NO 1234

Claim ID: 123456789

Jane Claimant
123 4th Ave
Apt. 5
St. Paul, MN 55101

EXHIBIT 11

BROWNGREER

Syngenta Corn Seed Settlement: Judges' Class Action Notice and Claim Process Checklist

A. MAJOR CHECKPOINTS

Will notice effectively reach the class?

Yes. The direct notice campaign alone is expected to reach more than 90% of the class, and the supplemental notice campaign is designed to target other Class Members. The Federal Judicial Center's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide targets 70-95% reach among class members and relates that the average reach among approved class actions is 84%.

Will the notices come to the attention of the class?

Yes. Modeled after the sample notices published by the Federal Judicial Center, the notices are designed with headlines and formatting to grab a reader's attention.

Are the notices informative and easy to understand?

Yes. The notices provide all the information needed by a Class Member to make an informed decision regarding the settlement, as required by Rule 23(c)(2)(B) and are written in plain language.

Are all of the rights and options easy to act upon?

Yes. The long-form and print publication notices explain the easy steps to remain in the class and assert a claim, to opt out or to object to the settlement.

B. BEFORE CERTIFICATION/PRELIMINARY SETTLEMENT APPROVAL

Can any manageability problems from notice issues be overcome?

The notice to this class does not present any manageability problems.

Can a high percentage of the proposed class be reached (i.e., exposed to a notice)?

Yes. We expect to reach more than 90% of the class through direct notice and designed the supplemental notice to target many of the members of the class who may be unreachable by mail.

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Syngenta Corn Seed Settlement: Judges' Class Action Notice and Claim Process Checklist

B. BEFORE CERTIFICATION/PRELIMINARY SETTLEMENT APPROVAL

Is it economically viable to adequately notify the class?

Yes. Though this is a very large class, we have worked with the parties to develop an effective but cost-conscious notice plan that additionally benefits from a high percentage of Class Members being reachable directly by mail.

Will unknown Class Members understand that they are included?

Yes. Based on what we currently know, there are few, if any, truly unknown Class Members. To the extent that there are, the supplemental notice program offers the opportunity for those individuals to learn about the settlement.

C. UPON CERTIFICATION/PRELIMINARY SETTLEMENT APPROVAL

Do you have a "best practicable" notice plan from a qualified professional?

Yes. BrownGreer is a qualified professional firm with deep expertise in class actions, notices and settlement administration, and has coordinated with the Parties to design a the Notice Plan that achieves the best practicable notice to the class.

Do you have unbiased evidence supporting the plan's adequacy?

Yes. The parties have engaged BrownGreer as an independent, neutral notice and claims administrator, and have relied upon the advice and opinions of the firm to develop the Notice Plan and assure its sufficiency.

Have plain language forms of notice been created?

Yes. The different versions of the notices to be used in the notice campaign are modeled after the language used in the samples furnished by the Federal Judicial Center, and are written in a reader-friendly, understandable way.

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Syngenta Corn Seed Settlement: Judges' Class Action Notice and Claim Process Checklist

C. UPON CERTIFICATION/PRELIMINARY SETTLEMENT APPROVAL

Will a qualified firm disseminate notice and administer response handling?

Yes. BrownGreer is fully qualified by its experience and training to disseminate the notice and handle all responses by the class to the notice.

D. NOTICE PLAN

Is the notice plan conducive to reaching the demographics of the class?

Yes. The primary components of the Notice Plan accomplish direct notice reach to Class Members. The supplemental notice component of the Notice Plan reflects examination of the attributes of the class, the information sources they use, and how to reach them effectively.

Is the geographic coverage of the notice plan sufficient?

Yes. The Notice Plan will reach persons throughout the United States and its territories.

Is the coverage broad and fair? Does the plan account for mobility?

Yes. The Notice Plan contemplates that mailing addresses for known Class Members will be updated and verified through National Change of Address, Coding Accuracy Support System, Delivery Point Validation, and Locatable Address Conversion System.

Is there an extra effort where the class is highly concentrated?

Yes. While the direct notice campaign will target all Class Members equally regardless of location, the supplemental notice campaign does include a heavier emphasis on those states believed to be home to a higher concentration of Class Members.

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Syngenta Corn Seed Settlement: Judges' Class Action Notice and Claim Process Checklist

D. NOTICE PLAN

Does the plan include individual notice?

Yes. Based on preliminary data analysis and representations of counsel, the Notice Plan expects to reach more than 90% of the class through direct, individual notice.

Did you receive reliable information on whether and how much individual notice can be given?

Yes. Counsel for the parties and the USDA have represented that names and mailing addresses are available for nearly 100% of the class.

Will the parties search for and use all names and addresses they have in their files?

Yes. The Long-Form Notice will be sent to every known Class Member identified in USDA data and any other relevant Party files.

Will outdated addresses be updated before mailing?

Yes. BrownGreer will cross-reference the initial mailing addresses against the USPS National Change of Address, Coding Accuracy Support System, Delivery Point Validation, and *Locatable Address Conversion System* before mailing. For all mail returned as undeliverable, we will re-mail to any different address returned by the USPS or will research better addresses using the LexisNexis compendium of address databases to permit re-mailing.

Has the accuracy of the mailing list been estimated after updating efforts?

Yes. Based on preliminary data analysis and representations of counsel, we estimate that the Class Member data will include accurate mailing addresses for more than 90% of the class, after the updating and re-mailing efforts contemplated in the Notice Plan.

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Syngenta Corn Seed Settlement: Judges' Class Action Notice and Claim Process Checklist

D. NOTICE PLAN

Has the percentage of the class to be reached by mail been calculated?

Yes. These efforts should yield successful emails and mailing to more than 90% of the class.

Are there plans to re-mail notices that are returned as undeliverable?

Yes. The Notice Plan contemplates detailed steps that will be taken to re-mail returned mail.

Will e-mailed notice be used instead of postal mailings?

Currently, we do not anticipate having email addresses for Class Members to use for the initial notice effort, and the direct notice contemplated at this time involves postal mailings.

Will publication efforts combined with mailings reach a high percentage of the class?

Yes. We believe we have mailing addresses for more than 90% of the class and anticipate successful mailings to more than 90% of them, which places less pressure on the need to reach unknown Class Members by publication. Nonetheless, the Notice Plan contains a strategically planned supplemental notice campaign to target members of the class who are unreachable directly, which comports with the 70% to 90% seen as reasonable by the Federal Judicial Center.

Are the reach calculations based on accepted methodology?

Yes. The reach calculations for the Direct Notice component of the Notice Plan draw upon BrownGreer's experience in notice mailings. The reach contemplated for the supplemental notice aspect of the Plan, though not measured as compared to Direct Notice reach, is based on accepted techniques used in media and advertising campaigns.

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Syngenta Corn Seed Settlement: Judges' Class Action Notice and Claim Process Checklist

D. NOTICE PLAN

Is the net reach calculation thorough, conservative, and not inflated?

Yes. We have been careful not to overstate the reach expected from the Notice efforts.

Do the reach calculations omit speculative reach that only might occur?

Yes. The Notice Plan rests on empirical evidence of likely exposures to the notices and does not contain any speculation regarding only possible exposures.

Is any Internet advertising being measured properly?

Yes. We are using accepted and current methodology used in the advertising industry. We will monitor the reactions of the class to the Facebook campaign during the notice period to identify opportunities for adjustments that may benefit the notice program. We have not included any formal "reach" by Internet in the 90+% estimate.

Is non-English notice necessary?

Currently, we understand that effectively all Class Members speak and understand English, and no non-English notice is planned at this time. We will continue to evaluate the potential need for other languages.

Does the notice plan allow enough time to act on rights after notice exposure?

Yes. The Settlement Agreement allows 90 days from the first issuance of class notice for Class Members to opt out or object and 150 days from the first issuance of class notice to file a claim.

Will key documents be available at a neutral website?

Yes. The official settlement website, www.CornSeedSettlement.com, will permit visitors to read, download and print the Settlement Agreement, important orders entered by the Court, the full Long-Form Notice, the Frequently Asked Questions, the Claim Form and other information.

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D. NOTICE PLAN

Can the class get answers from a trained administrator or from class counsel?

Yes. The Notices alert Class Members on how to obtain information from the Settlement Program's resources, as well as from Class Counsel.

E. NOTICE DOCUMENTS

Are the notices designed to come to the attention of the class?

Yes. The Notices contain headlines and concise statements to spike attention and to prompt viewers to continue reading.

Does the outside of the mailing avoid a "junk mail" appearance?

Yes. The Long-Form Notices will be folded and enclosed within envelopes that contain information on their front that clearly indicates that the notice is an official document from a federal court and is not a solicitation or sales document.

Do the notices stand out as important, relevant, and reader-friendly?

Yes. They follow the models supplied by the Federal Judicial Center to achieve these goals.

Are the notices written in clear, concise, easily understood language?

Yes. To the extent reasonably possible, the language is non-legalistic and is clear and easy to understand.

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Syngenta Corn Seed Settlement: Judges' Class Action Notice and Claim Process Checklist

E. NOTICE DOCUMENTS

Do the notices contain sufficient information for a class member to make an informed decision?

Yes. The Long-Form and Print Publication notices convey all the information required by Rule 23(c)(2)(B) on the terms of the settlement, the Class Member's options, how to exercise each option, the deadlines for acting, and the consequences of action/inaction.

Do the notices include the Rule 23 elements? Even the summary notice?

Yes. The Long-Form Notice and the Print Publication Notice address all seven elements listed in Rule 23(c)(2)(B).

Have the parties used or considered using graphics in the notices?

Yes. The Notices contain graphic tables and directions where possible and appropriate, without becoming distracting.

Does the notice avoid redundancy and avoid details that only lawyers care about?

Yes. There is no redundant information in any of the notices.

Is the notice in "Q&A" format? Are key topics included in logical order?

The Long-Form Notice, which is available to all Class Members on the settlement website or by mail or phone request, follows the Q & A format suggested by Federal Judicial Center model notices. The Print Publication Notice also presents in Q&A format with a modified presentation because of space limitations, but still conveys the necessary information clearly and explains how to view or obtain the Long-Form Notice.

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Syngenta Corn Seed Settlement: Judges' Class Action Notice and Claim Process Checklist

E. NOTICE DOCUMENTS

Are there no burdensome hurdles in the way of responding and exercising rights?

There are no burdensome hurdles for Class Members to overcome to make a claim, opt out or object. Each action can be exercised and the notices explain how.

Is the size of the notice sufficient?

Yes. The different notices use different formats and sizes as appropriate and as required by the notice type. The Long-Form Notice includes detailed, but clear, explanations of the critical aspects of the settlement, and the other notices do the same to the extent that space allows.

F. CLAIMS PROCESS

Is a claims process actually necessary?

Yes. We need a process for a Class Member to confirm membership in the class and provide information proving eligibility for a benefit and the amount of that benefit.

Does the claims process avoid steps that deliberately filter valid claims?

Yes. There will be no artificial barriers to eligibility. The online submission system will be as user-friendly as reasonably possible, and hard copy claim forms will be available to class members who cannot access the Internet.

Are the claim form questions reasonable, and are the proofs sought readily available to the class member?

Yes. The claim form will request only that information that is required to prove a claim under the settlement. The Parties have been working with governmental entities to attempt to eliminate or reduce administrative barriers for Class Members, such as by having coordinated a process to receive production data directly from the USDA, rather than requiring the Class Member to reproduce it in full.

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Syngenta Corn Seed Settlement: Judges' Class Action Notice and Claim Process Checklist

F. CLAIMS PROCESS

Is the claim form as short as possible?

Yes. The hard copy claim form will be as short as possible. The online claim submission process will be responsive to inputs provided by Class Members to make the experience as quick and easy as reasonably possible.

Is the claim form well-designed with clear and prominent information?

Yes. The claim form is easy to read and complete.

Have you considered adding an online submission option to increase claims?

Yes. Claimants can submit claims online.

Have you appointed a qualified firm to process the claims?

Yes. BrownGreer has deep experience and expertise in many of the largest claims programs in history.

Are there sufficient safeguards in place to deter waste, fraud, and/or abuse?

Yes. BrownGreer will apply best practices in preventing duplicate payments to the same Class Member or cell phone number. We will perform a series of data analytics continually to detect suspicious patterns in claims from common sources, such as from the same address or area, and will coordinate with the Parties to identify genuine claims for payment and reject improper claims.

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EXHIBIT C

SEEGER WEISS LLP
COMPLEX LITIGATION | SIMPLE JUSTICE

Firm Overview

With offices in New Jersey and Philadelphia, Seeger Weiss is one of the preeminent trial law firms in the nation, known for its high-stakes, landmark verdicts and settlements in multidistrict mass tort and class action litigation on behalf of consumers, athletes, farmers, municipalities, and other injured parties. Since its founding in 1999, the firm has led and tried some of the most complex and high-profile litigations in the U.S. in both state and federal courts, including multiple bellwether trials.

Professionals

Managing Partners**:** Christopher A. Seeger, Stephen A. Weiss, David R. Buchanan

Number of partners: 8

Number of lawyers: 23

Languages: English, Hindi, Korean, Russian, Spanish, Urdu

Representative Matters

Consumer Protection/Product Liability:

- *In re Nat'l Prescription Opiate Litig.*: Plaintiffs' Executive Committee prosecuting negligence, fraud, and related claims.
- *In re FieldTurf Artificial Turf Mktg. & Sales Litig.*: Co-Lead Counsel prosecuting fraud, product defect and related claims.
- *In re Mercedes-Benz Emissions Litig.*: Co-Counsel prosecuting class action alleging consumer fraud, RICO, and related claims.
- *Gamboa v. Ford Motor Co.*: Co-Counsel prosecuting class action alleging consumer fraud, RICO, and related claims.
- *Fenner v. General Motors Co.*: Co-Counsel prosecuting class action alleging consumer fraud, RICO, and related claims.
- *Volkswagen "Clean Diesel" Marketing, Sales Practices and Prods. Liab. Litig.*: Steering Committee. Over $20 billion settlement on behalf of over 500,000 plaintiffs.
- *Depuy Orthopaedics, Inc. ASR Hip Implant Prods. Multidistrict Litig.*: Executive Committee. $2.5 billion settlement.
- *Chinese-Manufactured Drywall Prods. Liab. Litig.*: Lead trial counsel & Trial Committee chair. Over $1 billion settlement on behalf of nearly 5,000 plaintiffs.

Personal Injury:

- *NFL Players' Concussion Injury Litig.*: Co-lead counsel & chief negotiator. Over $1 billion uncapped settlement fund plus medical testing program on behalf of over 20,000 plaintiffs.

- *Wildcats Bus Crash Litig.*: Lead counsel. $2.25 million verdict followed by $36 million settlement on behalf of 11 plaintiffs.

Drug Injury:

- *Vioxx Prods. Liab. Litig.*: Co-lead counsel. $4.85 billion global settlement on behalf of more than 45,000 plaintiffs in approximately 27,000 claims.
- *Zyprexa Prods. Liab. Litig.*: Liaison counsel. $700 million first-round settlement and $500 million second-round settlement.
- *Kendall v. Hoffman-La Roche, Inc.*: Co-trial counsel. $10.6 million verdict on behalf of plaintiff.
- *McCarrell v. Hoffman-La Roche, Inc.*: Liaison counsel. $25.16 million verdict on behalf of plaintiff.
- *Rossitto & Wilkinson v. Hoffmann La Roche, Inc.*: Lead trial counsel. $18 million verdict on behalf of two plaintiffs.
- *Accutane Litigation*: Lead trial counsel. $25.5 million verdict on behalf of plaintiff.
- *Humeston v. Merck & Co.*: Co-trial counsel. $47.5 million verdict on behalf of plaintiff.
- *Vytorin/Zetia Marketing, Sales Practices and Prods. Liab. Litig.*: Co-liaison counsel & principal negotiator. $41.5 million settlement.
- *Phenylpropanolamine (PPA) Prods. Liab. Litig.*: Co-lead counsel & principal negotiator. $41.5 million nationwide settlement.

Antitrust:

- *In re German Automotive Mfrs. Antitrust Litig.*: Plaintiffs' Steering Committee prosecuting consumer antitrust claims.
- *In re Liquid Aluminum Sulfate Antitrust Litig.*: Plaintiffs' Steering Committee prosecuting antitrust class action on behalf of water treatment chemical purchasers.
- *In re Polyurethane Foam Antitrust Litig.*: Executive Committee. Approximately $428 million settlement on behalf of plaintiffs.

Toxic Exposure:

- *Bayer CropScience Rice Contamination MDL*: Executive Committee. $750 million settlement.
- *"StarLink" Corn Products Litig.*: Co-lead counsel. $110 million settlement.
- *Owens v. ContiGroup Companies*: Lead trial counsel. $11 million settlement for 15 plaintiffs.

Offices

55 Challenger Road
Ridgefield Park, NJ 07660

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New York, NY 10005

1515 Market Street
Philadelphia, PA 19102

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877-539-4125

EXHIBIT D

GUSTAFSON GLUEK PLLC

Firm Résumé

January 2018

Gustafson Gluek PLLC is a Minneapolis law firm with a national practice, and an emphasis on antitrust, consumer protection, and class action litigation. Its nine members have over one-hundred years of experience in these areas, as well as in intellectual property litigation involving patents, trademarks, and trade dress, complex business litigation, and securities fraud litigation. Gustafson Gluek PLLC practices before state and federal courts throughout the country. Since its founding, in May 2003, its attorneys have worked with and opposed some of the nation's largest companies and law firms.

Daniel E. Gustafson

Daniel E. Gustafson is a founding member of Gustafson Gluek PLLC. He is a *magna cum laude* graduate of the University of North Dakota, with majors in Economics and Sociology (B.A. 1986), and a *cum laude* graduate of the University of Minnesota Law School (J.D. 1989). He was a member of the Minnesota Law Review from 1987 to 1989, serving as an Associate Research Editor in 1988-1989.

During law school, he clerked for Opperman & Paquin (1987-1989), a firm that also practiced in the areas of antitrust, consumer protection and class action litigation.

After law school, Mr. Gustafson served as a law clerk to the Honorable Diana E. Murphy, United States District Judge for the District of Minnesota (1989-91).

Following his judicial clerkship, Mr. Gustafson returned to his former firm (then known

as Opperman Heins & Paquin) and continued his work in the fields of antitrust and consumer protection class action litigation.

In April 1994, Mr. Gustafson became a founding member and partner in the law firm of Heins Mills & Olson, P.L.C. Between April 1994 and May 2003, Mr. Gustafson continued his work in antitrust and consumer protection class action litigation and also developed a boutique practice of assisting national patent and intellectual property firms in litigation matters. In May 2003, Mr. Gustafson formed Gustafson Gluek PLLC where he continues to practice antitrust and consumer protection class action law.

Mr. Gustafson is admitted to practice in the United States District Court for the District of Minnesota, the United States District Court for the District of North Dakota, the United States District Court for the Eastern District of Michigan, the United States District Court for the Western District of Michigan, the United States District Court for the Eastern District of Wisconsin, the United States Courts of Appeals for the First, Third, Fifth, Sixth, Eighth and Eleventh Circuits, the Minnesota Supreme Court and in the United States Supreme Court.

Mr. Gustafson taught as an adjunct professor at the University of Minnesota Law School teaching a seminar on the "Fundamentals of Pretrial Litigation."

Mr. Gustafson is a past president of the Federal Bar Association, Minnesota Chapter (2002-2003) and served in various capacities in the Federal Bar Association over the last several years. In 2009, he was involved in developing the Federal Bar Association's *Pro Se* Project, which coordinates volunteer representation for *pro se* litigants. He was the Vice-Chair of the 2003 Eighth Circuit Judicial Conference held during July 2003 in Minneapolis (Judge Diana E. Murphy was the Chair of the Conference). He is a member of the Hennepin County, Minnesota,

Federal, and American Bar Associations.

In 2001-2017, Mr. Gustafson was designated by *Law & Politics* magazine as a Minnesota "Super Lawyer," in the fields of business litigation, class actions and antitrust. "Super Lawyer" selection results from peer nominations, a "blue ribbon" panel review process and independent research on the candidates; no more than 5% of lawyers in Minnesota are selected as "Super Lawyers." He was also ranked in the Top 100 MN Super Lawyers in 2012 – 2016. In 2005, Mr. Gustafson was one of only eleven Minnesota attorneys selected as a "Super Lawyer" in the field of antitrust litigation. Mr. Gustafson was also selected as one of *Minnesota Lawyer's* Attorneys of the Year for 2010 and 2013 and 2017. He was selected based on nominations from across the state.

In 2015, the Minnesota State Bar Association (MSBA) gave special recognition to Mr. Gustafson as North Star Lawyer for the year. He was recognized as a member who provided at least 50 hours of pro bono legal services in a calendar year to low income individuals.

In 2014, Mr. Gustafson received the American Antitrust Institute (AAI) Meritorious Service Award for the support he had provided AAI.

In September 2011, Mr. Gustafson testified before the House Committee on the Judiciary, Subcommittee on Intellectual Property, Competition and the Internet regarding the proposed merger between Express Scripts and Medco. Mr. Gustafson also testified before the United States Congressional Commission on Antitrust Modernization in June 2005. In addition to congressional testimonies, Mr. Gustafson has authored or presented numerous seminars and continuing legal education pieces on various topics related to class action litigation, antitrust, consumer protection or legal advocacy. He has also co-authored chapters including "Pretrial

Discovery in Civil Litigation" in *Private Enforcement of Antitrust Law in the United States* and "Obtaining Evidence" in *The International Handbook on Private Enforcement of Competition*.

Mr. Gustafson is currently or has recently been named as Lead Counsel, Co-Lead Counsel or a member of the Executive Committee in the following cases: *In re Medtronic, Inc. Sprint Fidelis Leads Products Liability Litig.* (D. Minn.); *In re National Arbitration Forum Litig.* (D. Minn.); *In re Comcast Corp. Set-Top Cable Television Box Antitrust Litig.* (E.D. Pa.); *In re DRAM Antitrust Litig.* (N.D. Cal. and multiple state court actions); *In re Medtronic, Inc. Implantable Defibrillators Products Liability Litig.* (D. Minn.); *St. Barnabas Hospital, Inc. et al. v. Lundbeck, Inc. et al.* (D. Minn.); *In re Vitamin C Antitrust Litig.* (E.D.N.Y.) (indirect purchaser class); *In re Flash Memory Antitrust Litig*. (N.D. Cal.); *Precision Assocs., Inc. v. Panalpina World Transport (Holding) Ltd.* (E.D.N.Y.); *Aspartame Antitrust Litig.* (E.D. Pa.) (direct purchaser class); *Yarrington v. Solvay Pharmaceuticals, Inc. et al.* (D. Minn.); *In re Syngenta Litig.* (Minn.); and *In re Broiler Chicken Antitrust Litig.* (N.D. Ill).

Mr. Gustafson is currently actively involved in the representation of plaintiffs and plaintiff classes in numerous cases, including: *Trabakoolas v. Watts Water Technologies, Inc.* (N.D. Cal.) ("*Toilet Products*"); *In re Aluminum Warehousing Antitrust Litig.* (S.D.N.Y.); *In re Automotive Parts Antitrust Litig.* (E.D. Mich.); *In re Plasma – Derivative Protein Therapics Antitrust Litig.* (N.D. IL); *In re Blue Cross Blue Shield Antitrust Litig.* (N.D. Ala.); *The Shane Group, Inc. v. Blue Cross Blue Shield of Michigan* (E.D. Mich.) ("*BCBS MI*"); *In re Vehicle Carrier Services Antitrust Litig.* (D.N.J.) ("*Car Carrier*"); *Kleen Products, LLC v. Packaging Corporation of America* (N.D. IL) ("*Containerboard*"); *In re Lithium Ion Batteries Antitrust Litig.* (N.D. Cal.); *Karsjens et al v. Jesson* (D. Minn.); *In re Pool Products Distribution Market*

Antitrust Litig. (E.D.L.A.); *In re Wellbutrin XL Antitrust Litig.* (E.D. Pa.); *Dryer et al. v. Nat'l Football League* (D. Minn.); *In re Intel Corp Microprocessor Antitrust Litig.* (D. Del.); *In re Cathode Ray Tube Antitrust Litig.* (N.D. Cal.); *In re Flat Glass Antitrust Litig. (II),* (W.D. Pa.); *In re TFT-LCD (Flat Panel) Antitrust Litig.* (N.D. Cal.); *In re Air Cargo Shipping Services Antitrust Litig.* (E.D.N.Y.); *In re Wellbutrin SR/Zyban Direct Purchaser Antitrust Litig.* (E.D. Pa.); *In re Dry Max Pampers Litig.* (S. D. Ohio); *In re Ready-Mixed Concrete Antitrust Litig.* (S.D. Ind.); *In re Urethane Antitrust Litig.* (D. Kan.); *SAJ Distributors, Inc. et al. v. SmithKline Beecham Corp. et al.* (E.D. Va.) ("*Augmentin*"); *Iverson et al. v. Pfizer, Inc. et al.* (D. Minn.) ("*Canadian Prescription Drugs*").

He also has participated in the representation of plaintiff classes in other cases in the past, including: *In re BP Propane Indirect Purchaser Antitrust Litig.* (N.D. Ill.)*; Lief et al. v. Archer Daniels Midland Co., et al.* (D. Minn) ("*Indirect MSG*"); *In re Premarin Antitrust Litig.* (S.D. Ohio); *Blevins v. Wyeth-Ayerst Labs., Inc.* (Cal. Super. Ct.); *Ellerbrake v. Campbell Hausfeld* (20th Jud. Ct. Ill.) ("*Air Compressors*"); *Nichols et al. v. Smithkline Beecham Corp.* (E.D. Pa.) ("*Paxil*"); *Heerwagen v. Clear Channel Communications, Inc.* (S.D.N.Y.); *Wiginton v. CB Richard Ellis* (N.D. Ill.); *Samples v. Monsanto Co.* (E.D. Mo.) ("*Bio Seeds*"); *In re Magnetic Audiotape Antitrust Litig.* (S.D.N.Y.); *In re Terazosin Hydrochloride Antitrust Litig.* (S.D. Fla.) ("*Hytrin*"); *In re High Pressure Laminates Antitrust Litig.* (S.D.N.Y.); *High Pressure Laminates Antitrust Litig.* (multiple state court indirect purchaser actions); *In re Vitamins Antitrust Litig.* (D.D.C.); *Minnesota Vitamins Antitrust Litig.* (Minn. 2nd Jud. Dist.); *Infant Formula Antitrust Litig.* (multiple state court actions; lead trial counsel for Wisconsin action); *Shaw v. Dallas Cowboys Football Club* (E.D. Pa.) ("*NFL*"); *Thermal Fax Paper Antitrust Litig.* (state court

actions in Minnesota, Wisconsin and Florida) ("*Fax Paper*"); *Lazy Oil, Inc. v. Witco Corp.* (W.D. Pa.) ("*Penn Grade*"); *In re Molybdenum Antitrust Litig.* (W.D. Pa.); *In re Motorsports Merchandise Antitrust Litig.* (N.D. Ga.); *In re Commercial Explosives Antitrust Litig.* (D. Utah); *In re Diamonds Antitrust Litig.* (S.D.N.Y.); *In re Drill Bits Antitrust Litig.* (S.D. Tex.); *In re Catfish Antitrust Litig.* (D. Miss.); *In re Steel Drums Antitrust Litig.* (S.D. Ohio); *In re Steel Pails Antitrust Litig.* (S.D. Ohio); *In re Bulk Popcorn Antitrust Litig.* (D. Minn.); *In re Workers' Compensation Ins. Antitrust Litig.* (D. Minn.); *Cimarron Pipeline Constr., Inc. v. National Council on Compensation Ins.* (W.D. Okla.); *Schmulbach v. Pittway Corp.* (Ill., 11th Jud. Dist.) ("*Smoke Detectors*"); *In re Commercial Tissue Antitrust Litig.* (N.D. Fla.); *In re Sodium Gluconate Antitrust Litig.* (N.D. Cal.); and *AL Tech Specialty Steel Corp. v. UCAR Int'l.* (E.D. Pa.) ("*Specialty Steel*").

Mr. Gustafson is also currently or has recently been involved in other non-class complex litigation concerning antitrust, consumer protection, contract, unfair competition, trademark and patent infringement claims, including: *United States ex rel., Gerry Phalp & Matt Peoples v. Lincare Holding Inc.*, (D. Fla.), *Regional Multiple Listing Services of MN, Inc. d/b/a NorthstarMLS v. American Home Realty Network, Inc. v. Edina Realty, Inc., et.al.*, (D. Minn.); *Metropolitan Regional Information Systems, Inc. v. Am. Home Realty Network, Inc., et al.* (D. Md.); *Preferred Carolinas Realty, Inc. v. Am. Home Realty Network, Inc.* (M.D.N.C.); *Synthes USA, LLC v. Spinal Kinetics* (N.D. Cal.); *KBA- Giori, North America, Inc., v. Muhlbauer, Inc.* (E.D. Va.) ("KBA II"); *KBA-Giori, North America, Inc. v. Muhlbauer, Inc.* (E.D. Va.) ("KBA I"); *Spine Solutions, Inc., v. Medtronic Sofamor Danek, Inc.* (W.D. Tenn.); *Harmon v. Innomed Technologies, Inc.* (S.D. Ga); *J.D. Edwards World Solutions Company Arbitrations* (AAA) (trial

counsel for Quantegy and Amherst); *INO Therapeutics, Inc. v. SensorMedics Corp.* (D.N.J.); and *In re National Metal Technologies, Inc.* (S.D. Cal.).

He also has represented parties in other unfair competition, trademark, and patent infringement cases, including: *Transclean Corp. v. MotorVac Technologies, Inc.* (D. Minn.); *Ryobi Ltd. v. Truth Hardware Corp.* (D. Minn.); *Minnesota Mining & Mfg. Co. v. Fellowes Mfg. Co.* (D. Minn.); *Eastman Kodak Co. v. Minnesota Mining & Mfg. Co.* (W.D.N.Y.); *On Assignment, Inc. v. Callander* (Minn., 4th Jud. Dist.); and *Rainforest Cafe, Inc., v. Amazon, Inc.* (D. Minn.); *Medical Graphics Corp. v. SensorMedics Corp.* (D. Minn.); *Medtronic, Inc., v. Intermedics Inc.* (D. Minn.); *Cardiac Pacemakers, Inc. v. Robert Warner* (D. Minn.); *Cardiac Pacemakers, Inc. v. Intermedics Inc.* (D. Minn.); *Birchwood Laboratories v. Citmed Corp.* (D. Minn.); *Hammond v. Hitachi Power Tools, Inc.* (D. Minn.); *McCarthy v. Welshman* (D. Minn.); and *UFE, Inc., v. Alpha Enters., Inc.* (D. Minn.).

Karla M. Gluek

Karla M. Gluek is a founding member of Gustafson Gluek PLLC. She is a graduate of the University of St. Thomas with a major in English (B.A. 1990) and is a *cum laude* graduate of William Mitchell College of Law (J.D. 1993).

During law school she clerked for the Minnesota Attorney General's Office (1993-1994). Shortly after graduating from law school Ms. Gluek served as a law clerk to the Honorable Gary Larson, District Judge, Fourth Judicial District of Minnesota (1994).

Ms. Gluek has been practicing in the areas of antitrust and consumer protection class action litigation since 1995. In May, 2003, Ms. Gluek joined Mr. Gustafson in forming Gustafson Gluek PLLC.

She is admitted to practice in the United States District Court for the District of Minnesota and the Eighth Circuit Court of Appeals. Ms. Gluek is a member of the Hennepin County, Minnesota, and Federal Bar Associations.

In 2011-2017, she was designated by *Law & Politics* magazine as a Minnesota "Super Lawyer," in the field of antitrust law. "Super Lawyer" selection results from peer nominations, a "blue ribbon" panel review process and independent research on the candidates; no more than 5% of lawyers in Minnesota are selected as "Super Lawyers." Ms. Gluek serves as a volunteer attorney for the Minnesota Federal Bar Association's Federal *Pro Se* Project. In 2015, the Minnesota State Bar Association (MSBA) gave special recognition to Ms. Gluek as North Star Lawyer for the year. She was recognized as a member who provided at least 50 hours of pro bono legal services in a calendar year to low income individuals.

She was also selected as one of *Minnesota Lawyer's* Attorneys of the Year for 2014 and 2017 based on nominations from across the state.

Ms. Gluek is currently actively involved in the representation of plaintiffs and plaintiff classes in numerous cases including: *In re Syngenta Litig.* (Minn.); *In re Asacol Antitrust Litig.* (D. Mass.); *In re Celebrex (Celecoxib) Antitrust Litig.* (E.D. Va.); *In re Opana ER Antitrust Litig.* (N.D. Ill.); *Frost v. LG Electronics Inc.,* (N.D. Cal.); *In re UnitedHealth Group PBM Litig.* (D. Minn.); *Karsjens et al v. Jesson* (D. Minn.); *Regional Multiple Listing Services of MN, Inc. d/b/a NorthstarMLS v. American Home Realty Network, Inc. v. Edina Realty, Inc., et.al.,* (D. Minn.); *Metropolitan Regional Information Systems, Inc. v. Am. Home Realty Network, Inc., et al.* (D. Md.); *Preferred Carolinas Realty, Inc. v. Am. Home Realty Network, Inc.* (M.D.N.C.); *In re Plasma – Derivative Protein Therapics Antitrust Litig.* (N.D. IL); *In re Medtronic, Inc. Sprint*

Fidelis Leads Products Liability Litigation (D. Minn.); *In re National Arbitration Forum Litigation* (D. Minn.); *In re Wellbutrin XL Antitrust Litigation* (E.D. Pa.); *St. Barnabas Hospital, Inc. et al. v. Lundbeck, Inc. et al.* (D. Minn.); *In re Androgel Antitrust Litigation* (N.D. Ga.); *In re Comcast Corp, Set-Top Cable Television Box Antitrust Litigation* (E.D. Pa); *In re Medtronic, Inc. Implantable Defibrillators Products Liability Litigation* (D. Minn.); *Yarrington v. Solvay Pharmaceuticals, Inc. et al.* (D. Minn.) ("*Estratest*"); *Lief et al. v. Archer Daniels Midland Co. et al.* (D. Minn.) ("*Indirect MSG*"); *Ellerbrake v. Campbell Hausfeld* (20th Jud. Ct. Ill.) ("*Air Compressors*"); *Nichols et al. v. Smithkline Beecham Corp.* (E.D. Pa.) ("*Paxil*"); *Heerwagen v. Clear Channel Communications, Inc.* (S.D.N.Y.); *Wiginton v. CB Richard Ellis* (N.D. Ill.); *Robin Drug Co. v. PharmaCare Management Services Inc.* (Minn. 4th Jud. Dist.) ("*Pharmacy Underpayment*").

She also has been involved in other class actions and complex cases, including: *In re Wellbutrin SR/Zyban Direct Purchaser Antitrust Litig.* (E.D. Pa.); *In re Dry Max Pampers Litig.* (S.D. Ohio); *SAJ Distributors, Inc. et al. v. SmithKline Beecham Corp. et al.* (E.D. Va.) ("*Augmentin*"); *Iverson et al. v. Pfizer, Inc. et al.* (D. Minn) ("*Canadian Prescription Drug*"); *In re MSG Antitrust Litig.* (D. Minn.) ("*MSG*"); *In re Minnesota Vitamin Antitrust Litig.* (Minn., 2nd Jud. Dist.); *Samples v. Monsanto Co.* (E.D. Mo.) ("*Bio Seeds*"); *In re Terazosin Hydrochloride Antitrust Litig.* (S.D. Fla.) ("*Hytrin*"); and *In re Magnetic Audiotape Antitrust Litig.* (S.D.N.Y.); *In re Grand Casinos Inc. Sec. Litig.* (D. Minn.); *In re Olympic Fin., Ltd. Sec. Litig.* (D. Minn.); *Schmulbach v. Pittway Corp.* (Ill., 12th Jud. Dist.) ("*Smoke Detectors*"); *Ruff v. Parex, Inc.* (N.C. New Hanover Cty. Sup. Ct.) ("*EIFS*"); *Behm v. John Nuveen & Co., Inc.* (Minn. 4th Jud. Dist.); *Infant Formula Antitrust Litig.* (multiple state court actions); *In re*

Prudential Ins. Co. Sales Practices Litig. (D.N.J.); *Big Valley Milling, Inc. v. Archer Daniels Midland Co.* (Minn. 8th Jud. Dist.) ("*Lysine*"); *In re High-Fructose Corn Syrup Antitrust Litig.* (C.D. Ill.); *Raz v. Archer Daniels Midland Co.* (Minn. 8th Jud. Dist.) ("*Citric Acid*"); and *S&S Forage Equip. Co. v. Up North Plastics, Inc.* (D. Minn.) ("*Silage Bags*").

Ms. Gluek is also currently or has been involved in other non-class complex cases involving antitrust, consumer protection, contract, unfair competition, trademark and patent infringement claims, including: *Synthes USA, LLC v. Spinal Kinetics, Inc.* (N.D. Cal.); *KBA-Giori, North America, Inc., v. Muhlbauer, Inc.* (E.D. Va.) ("KBA II"); *KBA-Giori, North America, Inc., v. Muhlbauer, Inc.* (E.D. Va.) ("KBA I"); *Spine Solutions, Inc. v. Medtronic Sofamor Danek, Inc.* (W.D. Tenn.); *Harmon v. Innomed Technologies, Inc.* (S.D. Ga.); *J.D. Edwards World Solutions Company Arbitrations* (AAA); *INO Therapeutics Inc. v. SensorMedics Corp.* (D.N.J.); *In re National Metal Technologies, Inc.* (S.D. Cal.); *Transclean Corp. v. MotorVac Technologies, Inc.* (D. Minn.); *Cardiac Pacemakers, Inc. v. Warner* (D. Minn.); *Intermedics, Inc. v. Cardiac Pacemakers, Inc.* (D. Minn.); *Hammond v. Hitachi Power Tools, Inc.* (D. Minn.); *Minnesota Mining & Mfg. Co. v. Fellowes Mfg. Co.* (D. Minn.); *UFE, Inc. v. Alpha Enters., Inc.* (D. Minn.); *Eastman Kodak Co. v. Minnesota Mining & Mfg. Co.* (W.D.N.Y.); and *On Assignment, Inc. v. Callander* (Minn., 4th Jud. Dist.); *State of Illinois, ex rel. Hayes and Heppenstall v. Bank of America Corp., et al.* (Ill. Cir. Ct.); *State of California, ex rel. [under seal] v. [under seal]* (Super. Ct. Cal.); and *State of New Jersey, ex rel. Hayes and Heppenstall v. Bank of America Corp., et al.* (N.J. Super. Ct.).

Jason S. Kilene

Jason S. Kilene is a member in the firm of Gustafson Gluek PLLC. He is a graduate of

the University of North Dakota (B.A. 1991) with a major in Political Science and a graduate of the University of North Dakota School of Law *with distinction* (J.D. 1994).

After graduating from law school, Mr. Kilene served as law clerk to the Honorable Bruce M. Van Sickle, United States District Judge, District of North Dakota. Prior to joining Gustafson Gluek PLLC in August 2003, Mr. Kilene practiced in the areas of antitrust, securities and business litigation at the law firms of Oppenheimer Wolff & Donnelly, LLP, and Heins Mills & Olson, P.L.C.

Mr. Kilene is admitted to the Minnesota Bar, North Dakota Bar and is admitted to practice in the United States District Court for the District of Minnesota. He is also a member of the Hennepin County, Minnesota, North Dakota, and Federal Bar Associations.

He is currently or has recently been involved in the representation of plaintiffs and plaintiff classes in numerous cases including: *In re Optical Disk Drive Antitrust Litig.* (N.D. Cal.)*; Kleen Products LLC, et al. v. Packaging Corporation of America et al.* (N.D. Ill.)*; In re American Express Anti-Steering Rules Antitrust Litig.* (E.D.N.Y.)*; In re Automotive Parts Antitrust Litig.* (E.D. Mich.)*; In re Domestic Drywall Antitrust Litig.* (E.D. Penn.); *In re Lithium Ion Batteries Antitrust Litig.* (N.D. Cal.)*; In re NCAA Student-Athlete Name & Likeness Licensing Litig.* (N.D. Cal.)*; Dryer v. National Football League* (D. Minn.); *In re Ductile Iron Pipe Fittings Indirect Purchaser Antitrust Litig.* (D.N.J.)*; In re Pool Products Distribution Market Antitrust Litig.* (E.D. La.); *In re Potash Antitrust Litig. (II)* (N.D. Ill.)*; In re Florida Cement and Concrete Antitrust Litig.* (S.D. Fla.)*; In re Photochromic Lens Antitrust Litig.* (M.D. Fla.); *In re Imprelis Herbicide Marketing, Sales Practices, and Products Liability Litig.* (E.D. Pa.)*; In re Urethane Antitrust Litig.* (D. Kan.); *In re Payment Card Interchange Fee and Merchant Discount Antitrust*

Litig. (E.D.N.Y.); *In re Intel Corp Microprocessor Antitrust Litig.* (D. Del.); *Carolos Lossada v. Union Oil Company of California* (Sup. Ct. Cal.); *In re ATM Fee Antitrust Litig.* (N.D. Cal.) ("*ATM*"); *Edwards et al. v. National Milk Producers Federation, et al.* (N.D. Cal.)*; Ticho v. Budget Rent A Car System, Inc*. (Sup. Ct. Cal.); *In re BP Propane Indirect Purchaser Antitrust Litig.* (N.D. Ill.)*; In re Aftermarkets Filters Antitrust Litig.* (N.D. Ill.); *In re Chocolate Confectionary Antitrust Litig.* (M.D. Pa.); *In re Cathode Ray Tube Antitrust Litig.* (N.D. Cal.); *In re Flat Glass Antitrust Litig. (II),* (W.D. Pa.); *In re Online DVD Rental Antitrust Litig.* (N.D. Ca.); *In re Steel Antitrust Litig.* (N.D. Ill.); *Universal Delaware et al. v. Comdata Corporation et al.* (E.D. Pa.); *In re Vitamins Antitrust Litig.* (D.D.C.); *In re Broadcom Corp. Securities Litig.* (C.D. Cal.); *In re High Pressure Laminates Antitrust Litig.* (S.D.N.Y.); *Microsoft Indirect Purchaser Antitrust Litig.* (Minnesota and North Dakota); and *In re Relafen Antitrust Litig.* (N.D. Cal.).

Mr. Kilene has been involved in other complex cases involving antitrust, consumer protection, contract and unfair competition, including: *In re J.D. Edwards World Solutions Company* (AAA) (trial counsel for Quantegy and Amherst) and *National Metal Technologies, Inc. et al. v. Alliant Techsystems, Inc. et al.* (S.D. Cal.) ("NMT").

Daniel C. Hedlund

Daniel C. Hedlund is a member of Gustafson Gluek PLLC. He is a graduate of Carleton College (B.A. 1989) and is a *cum laude* graduate of the University of Minnesota Law School (J.D. 1995). He was a Note and Comment Editor and member of the Minnesota Journal of Global Trade from 1993-1995 and a recipient of the Federal Bar Association's John T. Stewart, Jr. Memorial Fund Writing Award (1994).

Mr. Hedlund served as a law clerk to the Honorable Gary L. Crippen, Minnesota Court of Appeals (1997) and to the Honorable Dolores C. Orey, Fourth Judicial District of Minnesota (1995-1996).

Mr. Hedlund has practiced in the areas of antitrust, securities fraud, and consumer protection since 1997. He is admitted to practice in the United States District Court for the District of Minnesota, the Eighth Circuit Court of Appeals, the Second Circuit Court of Appeals, and in Minnesota State Court. Mr. Hedlund is a member of the Federal, American, Minnesota, and Hennepin County Bar associations. Mr. Hedlund is active in the Minnesota Chapter of the Federal Bar Association (FBA), currently serving as Co-Vice President for the Eighth Circuit. He has previously served in several roles for the Minnesota Chapter including: Co-Vice President, Legal Education; Co-Vice President, Special Events; Co-Vice President, Monthly Meetings; Secretary; and Liaison between the FBA and the Minnesota State Bar Association. He recently served as Chairman for the Antitrust Section of the Minnesota State Bar Association (MSBA), Secretary for the MSBA Consumer Litigation Section, and is past President of the Committee to Support Antitrust Laws.

In addition to presenting at CLEs, Dan has testified multiple times before the Minnesota legislature on competition law, and before the Federal Rules Committee. He is a co-author of the "Plaintiff Overview" in Private Antitrust Litigation 2015 – Getting the Deal Through, and a contributor to Concurrent Antitrust Criminal and Civil Procedure 2013 – American Bar Association.

In 2013-2017, he was designated by *Law & Politics* magazine as a Minnesota "Super Lawyer," in the field of antitrust law. "Super Lawyer" selection results from peer nominations, a

"blue ribbon" panel review process and independent research on the candidates; no more than 5% of lawyers in Minnesota are selected as "Super Lawyers." He was also ranked in the Top 100 MN Super Lawyers in 2015 and 2017. Mr. Hedlund has served as a volunteer attorney for the Minnesota Federal Bar Association's Federal *Pro Se* Project and is the recipient of the Minnesota District Court's Distinguished Pro Bono Service Award in 2011 .

Mr. Hedlund is currently, or has been actively involved in the representation of plaintiffs and classes in numerous cases, including: *In re Broiler Chicken Antitrust Litig.* (N.D. Ill.) (Co-Lead Counsel—Commercial and Institutional Indirect Purchaser Class); *Kleen Prods. v. Intl. Paper (Containerboard Antitrust Litig.)* (N.D. Ill.) (Discovery Team Co-Leader); *In re Capacitors Antitrust Litig.* (N.D. Cal.); *In re Resistors Antitrust Litig.* (N.D. Cal.); *Bhatia v. 3M Co.* (D. Minn.) (Co-Lead Counsel); *In re Blue Cross Blue Shield Antitrust Litig.* (N.D. Ala.) (Member-Damages Committee); *In re Packaged Seafood Antitrust Litig.* (S.D. Cal.); *The Shane Group, Inc. v. Blue Cross Blue Shield of Michigan* (E.D. Mich.) (Co-Lead Counsel); *In re DRAM Antitrust Litigation* (Co-Lead Counsel) (multiple federal and state court actions) (indirect purchaser class); *In re Flash Memory Antitrust Litigation* (N.D. Cal.); *Precision Assocs., Inc. v. Panalpina World Transport (Holding) Ltd.* (E.D.N.Y.) (Co-Lead Counsel); *In re Processed Egg Products Antitrust Litigation* (E.D. Pa.); *In re TFT-LCD (Flat Panel) Antitrust Litig.* (N.D. Cal.); *In re Refrigerant Compressors Antirust Litigation* (E.D. Mi.); *In re SIGG Switzerland (USA), Inc. Aluminum Bottles Marketing and Sales Practices Litigation* (W.D. Ky.); *In re Air Cargo Shipping Services Antitrust Litigation* (E.D.N.Y.); *In re St. Paul Travelers Securities Litigation II* (D. Minn.); *In re Digital Music Antitrust* (S.D.N.Y.); *In re OSB Antitrust Litigation* (E.D. Pa.); *In re Vitamin C Antitrust Litigation* (E.D.N.Y.); *In re Funeral Consumers Antitrust Litigation* (S.D.

Tex.); *McIntosh v. Monsanto Co.* (E.D. Mo.); *In re AOL Time Warner Securities Litigation* (S.D.N.Y.) (Co-Lead Counsel); *In re Commercial Tissue Antitrust Litigation* (N.D. Fla.); *In re Universal Service Fund Telephone Billing Practices Litigation* (D. Kan.); *In re Green Tree Financial Stock Litigation* (D. Minn.) (Co-lead Counsel); *In re NASDAQ Market-Makers Antitrust Litigation* (S.D.N.Y.); *In re Polypropylene Carpet Antitrust Litigation* (N.D. Ga.); *In re Buffets, Inc. Securities Litigation* (D. Minn.); *In re Mercedes Benz Antitrust Litigation* (D.N.J.); *In re Xcel Energy, Inc. Securities Litigation* (D. Minn.); *In re Blue Cross Subscriber Litigation* (D. Minn.); *In re MSG Antitrust Litigation* (D. Minn.); *In re Mercury Finance Co. Securities Litigation* (N.D. Ill.); *In re Olympic Financial Securities Litigation* (D. Minn.); and *In re Flat Glass Antitrust Litigation* (W.D. Pa.).

Amanda M. Williams

Amanda M. Williams is a member of Gustafson Gluek PLLC. She is a *magna cum laude* graduate of Gustavus Adolphus College (B.A. 2001) with a major in Psychology and a graduate of the University of Minnesota Law School (J.D. 2004). Ms. Williams is admitted to the Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota.

During law school, Ms. Williams studied comparative international law abroad in Greece and served as a judicial extern for the Honorable George W. Perez, Minnesota Tax Court. Ms. Williams also participated in the Jessup International Law Moot Court.

After graduating from law school Ms. Williams served as law clerk to the Honorable Gordon W. Shumaker, Minnesota Court of Appeals. She then joined Gustafson Gluek PLLC in 2005. Ms. Williams is an active member of Minnesota Women Lawyers and is former chair of

the Law School Scholarship Committee. She serves as a volunteer attorney for the Minnesota Federal Bar Association's Federal *Pro Se* Project and is a recipient of the Minnesota chapter of the Federal Bar Association's 2011 Distinguished *Pro Bono* Service award. In 2015, the Minnesota State Bar Association (MSBA) gave special recognition to Ms. Williams as North Star Lawyer for the year. She was recognized as a member who provided at least 50 hours of pro bono legal services in a calendar year to low income individuals.

In 2013-2017, Ms. Williams was designated a "Rising Star" in the field of antitrust litigation by *Law & Politics* magazine.

Ms. Williams is currently, or has been actively involved in the representation of plaintiffs and plaintiff classes in numerous cases including: *Fleischman v. Albany Medical Center* (N.D.N.Y.), *Reed, et al. v. Advocate Health Care, et al.* (N.D. Ill.), *Clarke et al v. Baptist Memorial Healthcare Corp. et al* (W.D. Tenn.), *Maderazo et al. v. VHS San Antonio Partners D.B.A. Methodist Hospitals et al.* (W.D. Tex.), *Cason-Merenda, et al v. Detroit Medical Center* (E.D. Mich.), *In re Containerboard Antitrust Litig.* (N.D. Ill.); Pinsonneault v. St. Jude Medical et al (D. Minn.), *The Shane Group, Inc., et al. v. Blue Cross Blue Shield of Michigan* (E.D. Mich.), *In re Urethane Antitrust Litig.* (D. Kan.); *In re Funeral Consumers Antitrust Litig.* (S.D. Texas); *In re Foundry Resins Antitrust Litig.* (S.D. Ohio); *In re Wellbutrin SR Antitrust Litig.* (E.D. Pa.); *In re Medtronic, Inc. Implantable Defibrillators Products Liability Litig.* (D. Minn); *In re Medtronic, Inc. Sprint Fidelis Leads Products Liab. Litig.* (D. Minn); *Kleen Products LLC, et al. v. Packaging Corp. of America, et al.*, (N.D. Ill.); *In re: American Medical Systems, Inc. Litig.* (Henn. Co.); and *Karsjens, et. al v. Jesson, et. al* (D. Minn.).

Ms. Williams also is or has been involved in other non-class complex cases involving

antitrust, consumer protection, contract, unfair competition trademark and patent infringement claims including: *Regional Multiple Listing Services of MN, Inc. d/b/a NorthstarMLS v. American Home Realty Network, Inc. v. Edina Realty, Inc., et.al.*, (D. Minn.); *Metropolitan Regional Information Systems, Inc. v. Am. Home Realty Network, Inc., et al.* (D. Md.); *Preferred Carolinas Realty, Inc. v. Am. Home Realty Network, Inc.* (M.D.N.C.); *In re Medtronic Infusion Sets and Insulin Pumps Litigation;* and *In re American Medical Systems, Inc. Pelvic Repair System Product Liability Litigation* (S.D. W.Va.).

Catherine Sung-Yun K. Smith

Catherine Sung- Yun K. Smith is a member of Gustafson Gluek PLLC. She is a graduate of Korea University (B.A. 2000) and a graduate of University of Minnesota Law School (J.D. 2005). Ms. Smith is admitted to the New York Bar, Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota.

During law school, Ms. Smith served as a director of the Civil Practice Clinic, and also as a director of the William E. McGee National Civil Rights Moot Court Competition. Ms. Smith served as a judicial extern for the Honorable Regina Chu, District Judge, Fourth Judicial District of Minnesota. In addition, Ms. Smith also participated in the Maynard Pirsig Moot Court. She joined Gustafson Gluek PLLC in 2007.

Ms. Smith has been named as a Minnesota "Super Lawyer Rising Star" in 2013-2016 by *Law & Politics* magazine.

Ms. Smith is fluent in Korean and English and also has basic language skills in German, Japanese, and Chinese.

Ms. Smith is currently, or has been actively involved in the representation of plaintiffs and

classes in numerous cases including: *In re TFT LCD (Flat Panel) Antitrust Litig.* (N.D. Ca); *In re Cathode Ray Tube Antitrust Litig.* (N.D. Ca.); *In re Optical Disk Drive Antitrust Litig.* (N.D. Cal.)*; In re Air Cargo Shipping Services Antitrust Litig.* (E.D.N.Y.); *Hyun Park et al v. Korean Air Lines Co., Ltd.* (C.D. Ca); *In re Online DVD Rental Antitrust Litig.* (N.D. Ca.); and *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.* (E.D.N.Y.); *In re Flash Memory Antitrust Litigation* (N.D. Cal.); *In re American Express Anti-Steering Rules Antitrust Litig.* (E.D.N.Y.)*; In re Automotive Parts Antitrust Litig.* (E.D. Mich.)*; In re Lithium Ion Batteries Antitrust Litig.* (N.D. Cal.).

David A. Goodwin

David A. Goodwin is a member of Gustafson Gluek PLLC. He is a graduate of the University of Wisconsin (B.A. 2001) and a graduate of DePaul University College of Law (J.D. 2006). Mr. Goodwin is admitted to practice in the Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota.

During law school, Mr. Goodwin worked for Grotefeld & Denenberg LLC, a Chicago law firm specializing in insurance subrogation litigation. In 2005, Mr. Goodwin was selected to serve as the law clerk for the Office of the General Counsel of TCF Bank. Mr. Goodwin worked at TCF while attending the University of Minnesota Law School as a visiting student.

Mr. Goodwin serves on the national Board of Directors for the Federal Bar Association and the Minnesota Chapter of the Federal Bar Association. He is the past Chair for the Federal Bar Association Younger Lawyers Division and Treasurer for the Minnesota State Bar Association Consumer Litigation Section. Mr. Goodwin has been named as a Super Lawyer Rising Star from 2013-2017. In 2015, the Minnesota State Bar Association (MSBA) gave

special recognition to Mr. Goodwin as North Star Lawyer for the year. He was recognized as a member who provided at least 50 hours of pro bono legal services in a calendar year to low income individuals.

Mr. Goodwin is currently, or has been actively involved in the representation of plaintiffs and classes in numerous cases including *In re Aluminum Warehousing Antitrust Litig.* (S.D.N.Y.)*; In re National Football League Players' Concussion Injury Litig.* (E.D. Pa.)*; In re TFT-LCD (Flat Panel) Antitrust Litig.* (N.D. Cal.)*; In re Pre-Filled Propane Tank Marketing and Sales Practices Litig.* (W.D. Mo.)*; In re NCAA Student- Athlete Name and Likeness Licensing Litig.* (N.D. Cal.)*; In re Plasma-Derivative Protein Therapies Antitrust Litig.* (N.D. Ill.)*; Dryer v. NFL* (D. Minn.)*; In re Aluminum Warehousing Antitrust Litig.* (S.D.N.Y)*; Smith v. Questar Capital Corp.* (D. Minn.)*; In re: National Hockey League Players' Concussion Injury Litig.* (D. Minn.); *In re: Packaged Ice Antitrust Litig.* (E.D. Mi.); *Luis, et al. v. RBC Capital Markets* (D. Minn.); *In re: FCA US LLC Monostable Electronic Gearshift Litigation* (E.D. Mi.); *Bhatia, et al. v. 3M Company* (D. Minn.) and *Karsjens, et. al v. Jesson, et. al* (D. Minn.); *In Re: CenturyLink Residential Customer Billing Disputes Litig.* (D. Minn.); and *Ochoa, et al. v. Pershing, LLC* (N.D. Tex.).

Michelle J. Looby

Michelle J. Looby is a member of Gustafson Gluek PLLC. She is a graduate of the University of Minnesota *with distinction* (B.A. 2004) and a *magna cum laude* graduate of William Mitchell College of Law (J.D. 2007). Ms. Looby is admitted to the Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota and the United State District Court for the District of North Dakota.

During law school, Ms. Looby was a member of the *William Mitchell Law Review* from 2005-2007, serving as Assistant Editor in 2006-2007. She served as a judicial intern to The Honorable Faye Flancher and The Honorable Emily Mueller, Circuit Court Judges, Racine County Circuit Court of Wisconsin. She also served as a judicial extern to The Honorable David Higgs, District Judge, Second Judicial District of Minnesota. In addition, Ms. Looby was a five-time recipient of the CALI Excellence for the Future Award, recognizing the student with the highest grade in the class as determined by the instructor or registrar.

Ms. Looby serves on the Board of Directors for Minnesota Women Lawyers, an association of more than 1,300 attorneys, judges, law students, legal employers and others dedicated to advancing the success of women attorneys and striving for a just society. Ms. Looby also is a member of the Minnesota State Bar Association's Antitrust Council, serving as its Diversity & Inclusion Liaison, and a member of the American Bar Association and Federal Bar Association.

In 2015, Ms. Looby received the American Antitrust Institute's award for Outstanding Antitrust Litigation Achievement by a Young Lawyer. She was designated by *Law & Politics* magazine as a Minnesota "Super Lawyer Rising Star" in 2014, 2015, 2016, and 2017. "Super Lawyer" selection results from peer nominations, a "blue ribbon" panel review process and independent research on the candidates; no more than 2.5% of lawyers in Minnesota are selected as "Rising Stars."

Ms. Looby is currently, or has been actively involved in the representation of plaintiffs and classes in numerous cases including: *Precision Associates, Inc. et al. v. Panalpina World Transport (Holding), Ltd., et al.* (E.D.N.Y.); *In re Automotive Parts Antitrust Litig.* (E.D. Mich.)*;*

In re Steel Antitrust Litig. (N.D. Ill.); *In re Broiler Chicken Antitrust Litig.* (N.D. Ill.)*; In re Asacol Antitrust Litig.* (D. Mass.); *In re Celebrex (Celecoxib) Antitrust Litig.* (E.D. Va.); *In re Opana ER Antitrust Litig.* (N.D. Ill.); *In re National Arbitration Forum Litig.* (D. Minn.); *In re Vitamin C Antitrust Litig.* (E.D.N.Y.)*; In re Processed Egg Products Antitrust Litig.* (E.D. Pa.)*; In re Ductile Iron Pipe Fittings ("DIPF") Indirect Purchaser Antitrust Litig.* (D. N.J.)*; Universal Delaware, Inc., d/b/a Gap Truck Stop et al. v. Comdata Corporation* (E.D. Pa.)*; In re Online DVD Rental Antitrust Litig.* (N.D. Cal.); *In re Comcast Corp. Set-Top Cable Television Box Anti-Trust Litig.* (E.D. Pa.); *Marchese v. Cablevision Systems Corp.* (D. N.J.)*;* and *In re Refrigerant Compressors Antitrust Litig.* (E.D. Mich.).

Joseph C. Bourne

Joseph C. Bourne is a member of Gustafson Gluek PLLC. He is a graduate of Emory University with majors in English and Philosophy (B.A. 2005) and a *magna cum laude* graduate of the University of Minnesota Law School (J.D. 2009). Mr. Bourne is admitted to the Minnesota Bar and the California Bar and is admitted to practice in the United States District Court for the District of Minnesota, United States District Court for the Northern, Central and Southern District of California.

During law school, Mr. Bourne was an Article Editor of the *Minnesota Law Review*, and he contributed a published Note, *Prosecutorial Use of Forensic Science at Trial*, 93 Minn. L. Rev. 1058 (2009). He also clerked at Greene Espel P.L.L.P. (2008), a Minneapolis law firm specializing in complex commercial litigation.

After graduating from law school, Mr. Bourne served as a law clerk to the Honorable Edward Toussaint, Jr., Chief Judge, Minnesota Court of Appeals (2010-2011), and to the

Honorable Francis J. Connolly, Judge, Minnesota Court of Appeals (2009-2010). He then joined Gustafson Gluek PLLC in 2011.

Mr. Bourne was a member of the Executive Council of the Minnesota Bar Association's New Lawyers Section, serving as a Committee Chair of *Hearsay*, the Section's quarterly newsletter, from 2013-2016. He also served as the Publications and Public Relations Chair of the Federal Bar Association's Health Law Section from 2014-2015. Mr. Bourne also serves as a volunteer attorney for the Minnesota Federal Bar Association's Federal *Pro Se* Project. He has also been recognized by the Minnesota State Bar Association as a North Star Lawyer for providing pro bono service.

Mr. Bourne has been designated as a "Rising Star" by *Super Lawyers Magazine* in the area of antitrust litigation each year since 2014. No more than 2.5 percent of Minnesota attorneys are selected as Rising Stars; they must be nominated by their peers and then selected through an independent panel review process.

Mr. Bourne has published the following articles: *Healthcare's Invisible Giants: Pharmacy Benefits Managers*, 60 The Federal Lawyer 50 (May 2013); *Pro Se Litigation and the Costs of Access to Justice*, 39 Wm. Mitchell L. Rev. 32 (2012); and *Prosecutorial Use of Forensic Science at Trial*, 93 Minn. L. Rev. 1058 (2009).

Mr. Bourne is currently or has recently been actively involved in the representation of plaintiffs and classes in numerous cases, including: *In re Auto. Parts Antitrust Litig.* (E.D. Mich.); *In re Capacitors Antitrust Litig.* (N.D. Cal.); *Precision Assocs., Inc. v. Panalpina World Transp. (Holding) Ltd.* (E.D.N.Y.); *In re Disposable Contact Lens Antitrust Litig.* (M.D. Fla.); *In re Pool Prods. Distribution Mkt. Antitrust Litig.* (E.D. La.); *Shane Group., Inc. v. Blue Cross Blue Shield*

of Mich. (E.D. Mich.); *In re The Home Depot, Inc., Customer Data Sec. Breach Litig.* (N.D. Ga.); *Landwehr v. AOL Inc.* (E.D. Va.); and *Greater Chautauqua Fed. Credit Union v. Kmart Corp.* (N.D. Ill.). He also is currently or has recently represented parties in non-class intellectual property, commercial, false claims, and civil rights litigation matters.

Joshua J. Rissman

Joshua J. Rissman is an associate of Gustafson Gluek PLLC. He is a *magna cum laude* graduate of the University of Minnesota with a major in Political Science (B.A. 2005) and a *cum laude* graduate of the University of Minnesota Law School (J.D. 2010). While in law school, Mr. Rissman was a Student Articles Editor on *Law & Inequality: A Journal of Theory and Practice*. He also clerked for two Minneapolis law firms, the United States Attorney's Office and interned for the Honorable John McShane in Hennepin County District Court. Mr. Rissman joined Gustafson Gluek PLLC in August 2010. He is admitted to the Minnesota Bar and is admitted to practice in the United States District Court District of Minnesota.

In 2014-2017, Mr. Rissman was designated by *Law & Politics* magazine as a Minnesota "Super Lawyer Rising Star." "Super Lawyer" selection results from peer nominations, a "blue ribbon" panel review process and independent research on the candidates; no more than 2.5% of lawyers in Minnesota are selected as "Rising Stars."

Mr. Rissman is actively involved in the *Pro Se* Project, representing civil litigants in federal court who would otherwise go without representation. Mr. Rissman is also proficient in Spanish and is a member of the Minnesota, American and Federal Bar Associations.

Mr. Rissman is currently, or has been actively involved in the representation of plaintiffs

and classes in numerous cases including *Precision Assocs., Inc. v. Panalpina World Transport (Holding) Ltd.* (E.D.N.Y.), *In re Online DVD Rental Antitrust Litig.* (N.D. Ca.), *In re Containerboard Antitrust Litig.* (N.D. Ill.), and *In re American Express Anti-Steering Rules Antitrust Litig.* (No. II) (E.D.N.Y.).

Raina C. Borrelli

Raina C. Borrelli is an associate of Gustafson Gluek PLLC. She is a *summa cum laude* graduate of Tulane University (B.S.M. 2008) and a *magna cum laude* graduate of the University of Minnesota Law School (J.D. 2011). Ms. Borrelli is admitted to the Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota. She is a member of the Federal Bar Association, Minnesota Bar Association, and Minnesota Women Lawyers.

In 2014-2017, Ms. Borrelli was designated by *Law & Politics* magazine as a Minnesota "Super Lawyer Rising Star." "Super Lawyer" selection results from peer nominations, a "blue ribbon" panel review process and independent research on the candidates; no more than 2.5% of lawyers in Minnesota are selected as "Rising Stars." In 2015, the Minnesota State Bar Association (MSBA) gave special recognition to Ms. Borrelli as North Star Lawyer for the year. She was recognized as a member who provided at least 50 hours of pro bono legal services in a calendar year to low income individuals.

During law school, Ms. Borrelli was a member of the Phillip C. Jessup International Moot Court Competition Team, served on the board of NOLA MN, a student group that organized trips to New Orleans for law students to participate in volunteer legal work, and worked as a law clerk in the in-house legal department of two major corporations and as a law

clerk for a small plaintiff's firm. Ms. Borrelli was a judicial extern for the Honorable Ann Alton, District Judge, Fourth Judicial District of Minnesota. She joined Gustafson Gluek PLLC in October 2011.

Ms. Borrelli is currently, or has been actively involved in the representation of plaintiffs and classes in cases such as *Karsjens, et. al v. Jesson, et. al* (D. Minn.), *Precision Assocs., Inc. v. Panalpina World Transport (Holding) Ltd.* (E.D.N.Y.), *In re Digital Music Antitrust* (S.D.N.Y.), and *Trabakoolas v. Watts* (N.D. Cal.). She is also actively involved in the representation of *pro se* litigants as part of the Federal Bar Association's *Pro Se* Project.

Daniel J. Nordin

Daniel J. Nordin is an associate of Gustafson Gluek PLLC. He graduated from the University of Minnesota *with high distinction* (B.A. 2007) and is a *magna cum laude* graduate of the University of Minnesota Law School (J.D. 2011). Mr. Nordin is admitted to the Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota.

In law school, Mr. Nordin was a Managing Editor on the *Minnesota Journal of Law, Science & Technology*. He also volunteered as a Tenant Advocate with HOME Line, a nonprofit tenant advocacy organization, through the University of Minnesota Law School's Public Interest Clinic. Mr. Nordin joined Gustafson Gluek PLLC in October 2011.

Mr. Nordin is currently involved in the representation of plaintiffs and classes in antitrust litigation, including *In re Packaged Seafood Products Antitrust Litig.* (S.D. Cal.), *In re Blue Cross Blue Shield Antitrust Litig.* (N.D. Ala.), *The Shane Group, Inc., et al. v. Blue Cross Blue Shield of Michigan* (E.D. Mich.), and *In re Vitamin C Antitrust Litig.* (E.D.N.Y.).

Eric S. Taubel

Eric S. Taubel is an associate of Gustafson Gluek PLLC. He is a graduate of the University of Georgia (B.A. 2005), the University of Virginia (M.A. 2007), and a *magna cum laude* graduate of the University of Minnesota Law School (J.D. 2011). Mr. Taubel is admitted to the Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota.

In 2017, Mr. Taubel was designated by *Law & Politics* magazine as a Minnesota "Super Lawyer Rising Star." "Super Lawyer" selection results from peer nominations, a "blue ribbon" panel review process and independent research on the candidates; no more than 2.5% of lawyers in Minnesota are selected as "Rising Stars." In 2015, the Minnesota State Bar Association (MSBA) gave special recognition to Mr. Taubel as North Star Lawyer for the year. He was recognized as a member who provided at least 50 hours of pro bono legal services in a calendar year to low income individuals.

In law school, Mr. Taubel served as the Editor-in-Chief of the *Minnesota Journal of Law, Science & Technology*, and he contributed a published Note, *The ICS Three-Step: A Procedural Alternative for Section 230 of the Communications Decency Act and Derivative Liability in the On-Line Setting*, 12 MINN. J.L. SCI. & TECH 365 (2011). Mr. Taubel also provided representation to low-income persons with tax disputes and discrepancies with the Internal Revenue Service and Minnesota Department of Revenue. After graduating from law school, Mr. Taubel served as a law clerk to the Honorable Ivy S. Bernhardson, Assistant Chief Judge, Minnesota Fourth Judicial District. He then joined Gustafson Gluek PLLC in 2014.

Mr. Taubel is currently, or has been actively involved in the representation of plaintiffs

and classes in numerous cases, including: *In re: Syngenta Litig.* (Minn.), Pinsonneault v. St. Jude Medical et al (D. Minn.), *Bhatia, et al. v. 3M Company* (D. Minn.), *In re: Bair Hugger Forced Air Warming Products Liability Litig.* and *Karsjens, et. al v. Jesson, et al.* (D. Minn.).

Kaitlyn L. Dennis

Kaitlyn L. Dennis is an associate of Gustafson Gluek PLLC. She is a graduate of Southwestern University (B.A. 2010) with an English literature major and philosophy minor, and is a graduate of the University of Minnesota Law School (J.D., 2015). Ms. Dennis is admitted to the Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota.

During law school, Ms. Dennis was a Managing Editor of the *Minnesota Law Review*, was named to the Dean's list from 2012–2015, and was the recipient of a book award, the highest grade in course as awarded by the instructor, for Professional Responsibility: Civil Trial Law. She also was a law clerk at Nichols Kaster PLLC, where she assisted in the representation of individual employees in federal litigation. After law school, Ms. Dennis worked as a fellowship attorney at the Equal Employment Opportunity Commission and assisted the Honorable Arthur J. Boylan, ret., during the mediation of the bankruptcy of the Archdiocese of St. Paul and Minneapolis. She then joined Gustafson Gluek in 2016.

Ms. Dennis holds the CIPP/US certification in U.S. private-sector privacy law. She is a member of the Federal Bar Association, the Minnesota State Bar Association, the Hennepin County Bar Association, and the International Association of Privacy Professionals.

Brittany N. Resch

Brittany N. Resch is an associate of Gustafson Gluek PLLC. She is a *magna cum laude* graduate of the University of Minnesota – Twin Cities (B.A., 2012) with a Global Studies major and Finnish and Social Justice minors, and a graduate of the University of Minnesota Law School (J.D., 2015). Ms. Resch is admitted to the Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota.

During law school, Ms. Resch was a member of the Phillip C. Jessup International Moot Court Competition Team, served on the board of NOLA MN and the Federal Bar Association's University of Minnesota Law School chapter, and worked as a law clerk for the United States Attorney's Office, Goldstein & Sutor, PLLC, and Hennepin County Attorney's Office. Ms. Resch also provided representation to low-income persons with consumer protection issues as a certified student attorney and served as a judicial extern for the Honorable Steven E. Rau, Magistrate Judge, District of Minnesota.

After graduating from law school, Ms. Resch served as a law clerk to the Honorable Richard H. Kyle, Senior United States District Judge, District of Minnesota. She then joined Gustafson Gluek PLLC in 2016. She is a member of the Federal Bar Association and has served as a volunteer attorney for the Minnesota Federal Bar Association's Federal Pro Se Project. She is also a member of the Partner Leadership Council for Minnesota Women Lawyers, a group aimed at engaging influential law firms in the Twin Cities in developing policies and practices to ensure the success of women attorneys and a just society.

Ms. Resch is currently, or has been actively involved in the representation of plaintiffs and classes in numerous cases, including: *In re Automotive Parts Antitrust Litig.* (E.D. Mich.)*; In re Broiler Chicken Antitrust Litig.* (N.D. Ill.)*; In re Asacol Antitrust Litig.* (D. Mass.); *In re*

Disposable Contact Lens Antitrust Litig. (M.D. Fla.); *State of Illinois, ex rel. Hayes and Heppenstall v. Bank of America Corp., et al.* (Ill. Cir. Ct.); *State of California, ex rel. [under seal] v. [under seal]* (Super. Ct. Cal.); and *State of New Jersey, ex rel. Hayes and Heppenstall v. Bank of America Corp., et al.* (N.J. Super. Ct.).

Ling S. Wang

Ling S. Wang is an associate of Gustafson Gluek PLLC. She is a graduate of Augsburg College (now Augsburg University) (B.A. 2013) with an Economics major and Business Administration minor, and a graduate of the University of St. Thomas School of Law (J.D. 2017).

During law school, Ling was a member of the University of St. Thomas Law Journal, served as a research assistant, and externed with a law firm in Edina. For two years, she provided representation to low-income persons with immigration issues as a certified student attorney with the University's Interprofessional Center for Counseling and Legal Services. Ling also completed a mentor externship program with the Honorable Steven E. Rau, Magistrate Judge, District of Minnesota and served as a judicial extern for the Honorable Mary R. Vasaly, District Judge, Fourth Judicial District of Minnesota.

Ling started at Gustafson Gluek as a law clerk in 2015 and joined as an associate in 2017. She is a member of the Federal Bar Association and the Minnesota Asian Pacific American Bar Association.

EXHIBIT E

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AN INTRODUCTION TO *CARELLA, BYRNE*

Carella, Byrne, Cecchi, Olstein, Brody & Agnello, with offices in Roseland, New Jersey, had its origins in a partnership created in 1976 by Charles C. Carella and others. Since then, the firm has grown from four attorneys to over 35 attorneys. In 1990, the firm merged with two others: Bozonelis and Woodward of Chatham, New Jersey, and Cecchi, Brody & Agnello, of Lyndhurst, New Jersey.

Throughout our history, our goal has not been growth for growth's sake, but to be a diversified full-service firm that offers our clients a depth of experience that is virtually unmatched. Most importantly, our growth has been a studied one: an approach which has enabled us to maintain the energy and cooperative spirit of a small practice, allowing us to respond quickly and creatively to our clients' problems.

We have significant strength in complex litigation, federal class action litigation, intellectual property, corporate, health care, public financing, environmental, labor, tax and administrative law. This level of experience offers our corporate clients very broad-based legal representation.

We have long been recognized as one of the leading New Jersey law firms, a reputation that has helped us attract a wide spectrum of clients -- from individuals to multinational corporations; from small businesses to non-profit organizations; from zoning boards to state governments.

Today, Carella, Byrne, Cecchi, Olstein, Brody & Agnello is an established and successful law firm that is ready to serve you or your organization with a breadth and depth of experience rare in a firm our size.

To help us serve our clients' promptly and in a cost effective manner, we have a full complement of law clerks, paralegals, word processors and support staff, and state-of-the-art computer and word processing systems, including optical scanners, laser printers, and Westlaw.

We are committed to quality and diversity in our practice areas. Diversity allows our firm to remain a competitive force in the legal marketplace. The firm's commitment to the highest quality of legal work walks hand-in-hand with its commitment to employ the highest quality of diverse people so that we can best serve all of the needs of our clients.

GENERAL LITIGATION

The Carella, Byrne, Cecchi, Olstein, Brody & Agnello litigation department participates in a broad range of contested matters. We represent corporations in derivative suits and with respect to allegations of breach of federal and state securities regulations. Additionally, we represent institutions and national companies in warranty, franchise and dealer termination actions; medical malpractice defense claims; and real estate matters, including planning board, board of adjustment proceedings and fair-share housing cases.

Technical Litigation

We are uniquely staffed to handle complex technical litigation. In addition to legal training, a number of attorneys have degrees and experience in chemical, electrical, mechanical and biomedical engineering. Litigation cases involve patents, trademarks, trade secrets, copyrights, unfair competition and construction, as well as architectural and engineering malpractice.

Environmental Litigation

We handle environmental cases involving current owner liability and third-party common law claims, plus cases under federal and state statutes such as the Federal Water Pollution Control Act, ECRA, the Spill Act, the Resource Conservation Recovery Act (as amended by the Hazardous and Solid Waste Amendments of 1984), the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation Liability Act of 1980 (as amended by the Superfund Amendment and Reauthorization Act of 1986), and many others. We have attorneys expertly trained in environmental matters with a background uniquely suitable to rendering appropriate advice to our corporate and individual clients.

Medical Malpractice Defense

Medical malpractice defense work is one of the busiest areas of our litigation practice. We represent a number of major health care institutions, and serve as primary defense counsel for insureds of major insurance companies. During our history, we have represented physicians, dentists, podiatrists, chiropractors, nurses, nurse midwives, and hospitals in a variety of complex litigated matters throughout the state courts.

Intellectual Property Expertise

Carella, Byrne, Cecchi, Olstein, Brody & Agnello is nationally recognized in the fields of patent, trademark, copyright, unfair competition, trade secret law and antitrust law as applied domestically and internationally. We have broad technical expertise in chemical, mechanical and electrical engineering; physics; organic chemistry; biochemistry; commercial and industrial building construction, and road and bridge construction; sewage and waste management, including toxic and hazardous waste, radwaste and environmental control. A number of our partners and associates are registered to practice before the U.S. Patent and Trademark Office.

Our particular litigation expertise is in U.S. District Courts and Circuit Courts of Appeal in California, Illinois, Texas, New York, Pennsylvania, Florida and New Jersey, as well as the Court of Appeals for the Federal Circuit.

We also maintain close ties with associate counsel in the United Kingdom, Japan, West Germany, Canada, Italy, France, Austria, Taiwan, Korea, Australia and the Peoples Republic of China. We have controlled and/or participated in patent and other intellectual property litigation in Japan, West Germany, the United Kingdom, Canada, Australia, New Zealand and Austria.

What's more, we offer many other intellectual property services, including licensing and preparation and prosecution of patent applications around the world.

Corporate and Financial

Carella, Byrne, Cecchi, Olstein, Brody & Agnello provides all legal services involving the sale, purchase and reorganization of a business, including creation of corporations, partnerships and limited partnerships, mergers and acquisitions, public and private corporate financing, and representation in regulatory compliance cases.

Banking

We have broad experience in commercial lending matters (secured and unsecured), representing both lenders and borrowers; and have counseled banks in all aspects of operations. We have represented institutions in both state and federal regulatory compliance, and in all phases of loan work-outs and financial restructurings. Our experience also extends to commercial litigation and foreclosures.

All too often, financial institutions face breach of both secured and unsecured loan agreements. So to help our clients preserve their banking relationships with their customers, we regularly handle work-outs, no matter how simple or complex. We've handled multiparty and multistate transactions involving construction, apartment complexes, warehouse lines of credit and inventory financing.

Savings and Loan Conversions

We have helped savings and loan associations convert from mutual ownership to stock ownership. These include standard conversions, modified conversions, supervisory conversions and holding company formations. Services range from contract negotiation and completion, to regulatory authority application preparation and follow-up. And after conversion, we provide general counsel.

Mergers and Acquisitions

Our firm has counseled corporate clients on mergers and acquisitions, with a special emphasis on the acquisition or divestiture of stand-alone businesses. Clients have included large corporations filling in product lines; small, privately held corporations which are

liquidating; and large corporate division managers involved in a management buy-out. We counsel clients on employee issues, environmental concerns, liability and contractual issues, regulatory matters and tax issues.

Creditors' Rights and Bankruptcy

Our firm provides comprehensive legal expertise for clients involved in both corporate and individual insolvencies. We have represented corporate debtors-in-possession, corporate trustees, creditors committees and secured and priority parties in reorganizations and liquidations.

We have expertise in those areas impacting on current bankruptcies including tax (including ERISA), environmental (including state and federal regulations), labor, admiralty, intellectual property, general corporate transactions and commercial and corporate litigation.

Public Finance

We are a nationally recognized Bond Counsel firm. This means that the investment community looks to us as an expert in public finance law, and that our approving legal opinions are relied on by investors as to the legality and enforceability of tax-exempt obligations.

We have served as Bond Counsel for the issuance of hundreds of millions of dollars of tax-exempt financings for municipalities and local, county and state authorities. And in this capacity, we have assisted in financing everything from the purchase of a town's computer system to the building of a resource recovery facility, to the repair of the Garden State Parkway.

In addition, we have served as underwriters' counsel and counsel to national investment banking firms, and as general counsel to companies obtaining tax-exempt loans for industrial development.

Class Action Litigation

Carella Byrne is also actively involved in the prosecution of sophisticated plaintiffs' cases involving securities fraud, consumer fraud and antitrust.

Takata Airbag Litigation

Carella Byrne was appointed as one of three firms on Plaintiffs' Steering Committee in *In re Takata Airbag Product Liability Litigation*, MDL 2599, currently pending in the U.S. District Court for the Southern District of Florida. This litigation involves claims against Takata Corporation and related companies, and several automobile manufacturers, arising from exploding airbags installed in the vehicles.

Orange Juice Litigation

Carella Byrne is Co-Lead Counsel in two similar cases, *In re Tropicana Orange Juice Marketing and Sales Practices Litigation*, MDL 2415, pending in the U.S. District Court for the

District of New Jersey and *In Re Simply Orange Orange Juice Marketing And Sales Practices Litigation*, MDL No. 2361, pending in the U.S. District Court for the Western District of Missouri. In these cases, Plaintiffs allege that the respective manufacturers of orange juice labeled their juice as being all natural when, in fact, they added flavorings and other ingredients which were prohibited by applicable FDA regulations. These cases are ongoing.

L'Oreal Wrinkle Cream Litigation

Carella Byrne was appointed as sole Lead Counsel in *In Re: L'Oreal Wrinkle Cream Marketing Practices Litigation*, MDL 2415, pending in the U.S. District Court for the District of New Jersey. Plaintiffs in this action allege that certain L'Oreal products advertised as eliminating wrinkles when, in fact, the ingredients in the products are scientifically incapable of doing so. This litigation is ongoing.

UCR Litigation

Carella Byrne was appointed as a member of Plaintiffs' Executive Committee and Settlement Liaison Counsel in this litigation, which alleges that Aetna systematically underpaid out-of-network medical claims using the flawed Ingenix database. Generally, subscribers in health insurance plans receive reimbursement for out-of-network services based upon "usual and customary" rates for the applicable service. The Ingenix database was a database, allegedly of "usual and customary" rates for medical services which health insurers used for calculating out-of-network reimbursement. Plaintiffs allege that the health insurers which used the Ingenix database for calculating reimbursement knowingly submitted artificially low data to the database, which, they, in turn, used to pay artificially low reimbursement for out-of-network services. *In re Aetna UCR Litigation*, Master Docket No. 07-3541(SRC).

In a virtually identical case against CIGNA, Carella Byrne was appointed as Settlement Liaison Counsel. *Franco v. Connecticut General Life Insurance*, Master Docket No. 07-6039 (SRC).

Hertz Equipment Rental LDW Litigation

Carella Byrne is Co-Lead Counsel in litigation challenging Hertz Equipment Rental's loss damage waiver and environmental recovery fee. In that litigation, the plaintiffs contend that those fees violate the New Jersey Consumer Fraud Act because the loss damage waiver provides no real benefit to customers and the environmental recovery fee has nothing to do with expenses related to environmental protection. Settlement in this matter received final approval on June 20, 2013. *Davis Landscape v. Hertz Equipment Rental Corporation*, Civil Action No. 06-3830(DMC).

In re Medco/Express Scripts Merger Litigation

Carella Byrne was co-Interim Lead Counsel in this action, which challenged the $30 billion proposed merger between Medco and Express Scripts, among the largest pharmacy benefit management companies in the country. The action challenged, among other things, the

$945 million break-up fee payable to Express Scripts in the event of an offer from another bidder.

The settlement in this action, which was approved in April 2012, included a $300 million reduction in the breakup fee and certain additional disclosures in the proxy statements soliciting shareholder approval of the merger. *In re Medco/Express Scripts Merger Litigation*, Civil Action No. 11-4211(DMC).

In re Effexor Antitrust Litigation

Carella Byrne serves on the Indirect Purchaser Plaintiffs' Executive Committee, which alleges that Wyeth violated federal and state antitrust laws by fraudulently obtaining patents and filing sham patent infringement litigation to extend its monopoly on the brand-name drug Effexor XR, an anti-depressant drug which generates over $1 billion per year in revenues. Certain claims in this action are presently on appeal. *In re Effexor XR Antitruxt Litigation*, Civil Action No. 11-5661.

In Re: Schering-Plough/Enhance Securities Class Action Litigation

Carella Byrne filed the first case against Schering Corporation and was appointed to the leadership team as liaison counsel on behalf of the class in this securities fraud litigation related to misleading statements contained in public securities filings made by Schering-Plough Corporation related to the continued commercial viability of Vytorin and Zetia, while it was aware of the results of the Enhance study which questioned the effectiveness of both drugs. Settlements in this matter received final approval on October 1, 2013. *In Re: Schering-Plough/Enhance Securities Litigation*, Lead Case No. 08-397(DMC).

In re: Merck & Co. Enhance Securities Class Action Litigation

Carella Byrne has been appointed to the leadership team of the case as Liaison Counsel on behalf of the class in this securities fraud litigation related to misleading statements contained in public securities filings made by Merck & Co., Inc. related to the continued commercial viability of Vytorin and Zetia, while it was aware of the results of the Enhance study which questioned the effectiveness of both drugs. Settlements in this matter received final approval on October 1, 2013. *Genessee County Employees' Retirement System v. Merck & Co., Inc., et al*, Civil Action No. 08-2177 (DMC); *Horowitz and Hoffmans v. Merck & Co., Inc., et al.*, Civil Action No. 08-2260 (DMC)

Merck/Vioxx Securities Class Action

In September 2006, Carella Byrne was appointed Co-Liaison Counsel for the class in the multi-billion dollar securities class action against Merck & Co. arising out of the withdrawal of the drug Vioxx from the market in 2004. The trial in this matter is anticipated to go forward in the Spring of 2016. *In Re: Merck & Co., Inc., Securities, Derivative & "ERISA" Litigation*, MDL No. 1658 (SRC).

Rail Fuel Surcharge Antitrust Class Action

In May 2006 Carella Byrne, along with Quinn, Emmanuel, Urquhart Olvier & Hedges and others, filed the first nation-wide class action against the five major United States railroads alleging that they engaged in a price-fixing conspiracy through the use of inflated rail fuel surcharges, *Dust Pro, Inc. v. CSX Transportation, Inc., et. al.*, Civil Action No. 07-2251 (DMC). This significant nationwide antitrust case (involving damages in the billions) has been consolidated by the Panel on Multi District Litigation in the District of Columbia with approximately 20 other complaints filed around the nation. Carella Byrne has been appointed to the five member Executive Committee who, along with two co-lead counsel, will lead this important case forward. *In re Rail Freight Fuel Surcharge Antitrust Litigation*, MDL No. 1969 (PLF).

Schering-Plough/Merck Merger Litigation

Carella Byrne was appointed as Co-Class Counsel, out of 15 competing lawsuits, in litigation challenging the merger between Schering-Plough and Merck. As Co-Class Counsel, Carella Byrne was able to negotiate a settlement which provided for significant disclosures to shareholders for use in the vote on deciding whether to approve the merger. That settlement received final approval on April 16, 2010. *In re Schering-Plough/Merck Merger Litigation*, Civil Action No. 09-1099(DMC).

In re Vytorin/Zetia Marketing, Sales Practices and Products Liability Litigation

Carella Byrne filed the first complaint, and numerous follow up complaints, against Schering-Plough and Merck relating to their marketing of anti-cholesterol drugs Vytorin and Zetia after it was revealed that the companies had been concealing a significant study questioning the effectiveness of the drugs. The hundreds of cases filed across the nation were consolidated in the United States District Court for the District of New Jersey by the Judicial Panel for Multidistrict Litigation. Carella Byrne was appointed Co-Lead Class Counsel and achieved final approval of a $41.5 million settlement on behalf of consumers and third-party payors. *In Re: Vytorin/Zetia Marketing, Sales Practices and Products Liability Litigation*, MDL No. 1938 (DMC).

KPMG Tax Shelter Litigation

Carella Byrne was co-counsel for the class with respect to a class action entitled *Marvin Simon, as Authorized Representative for The Marvin Simon Trust, as amended, for Palm Investors, LLC and for The Jeffrey Markman 1993 Irrevocable Trust, Marilyn Simon, Clause Harris, Ann Harris, Ben Simon, Heidi Simon, Britt Simon, Kim Fink, Amy Goldberg, Stefan Ressing, Individually and as Trustee of The S. Ressing 1999 Trust, Fitzroy Ventures, Llc, Michael Le, Individually and as Trustee of the ML Le 1999 Trust, and Mackenzie Ventures, LLC v. KPMG LLP and Sidley Austin Brown & Wood LLP*, Civil Action No. 05-3189(DMC).

The *Simon* class action involved allegations against KPMG, and the law firm of Sidley Austin Brown & Wood, stemming out of their role in the promotion of fraudulent off-shore tax

shelters. The case settled for approximately $200,000,000, and was approved by the United States District Court, District of New Jersey. Carella Byrne was instrumental in achieving this significant settlement over vigorous objections from certain class members. Indeed, to achieve the settlement three full days of plenary hearings were held before the District Court, where both fact witnesses and expert witnesses testified. Carella, Byrne handled all aspects of the plenary hearing.

Exxon Dealer Class Action

In 2005, Exxon and Class Counsel reached a settlement which required Exxon to pay $1,000,070,000 into a settlement fund which would then be utilized to pay claims submitted to a Special Master by over 10,000 class members. On behalf of the State of New Jersey, Carella Byrne participated in the settlement negotiations and assisted class counsel achieve an overwhelming victory for the class.

Further, in connection with the settlement of the class' case, the Honorable Alan Gold, U.S.D.J., appointed Carella Byrne to represent the interests of 34 States as "States' Counsel", in the post-settlement claims administration process. That assignment was completed in 2013. *Allapattah Services, Inc. v. Exxon Corporation*, Case No. 91-0986-Civ-Gold.

Wachovia ERISA Class Action

Carella Byrne was Co-Lead Class Counsel on behalf of the class in *Serio, et al. v. Wachovia Securities LLC*, Civil Action No. 06-4681(DMC), which was brought on behalf of former Prudential Financial financial advisors and branch managers whose deferred compensation contributions were forfeited when they left employment with Wachovia Securities. The plaintiffs argued that the respective deferred compensation plans are, in fact, "retirement plans" under ERISA and, as a result, the employee contributions should not have been forfeited. Alternatively, the plaintiffs argued that they were constructively discharged as a result of adverse employment conditions which made it impossible for them to perform their jobs and, as a result, their accounts should not have been forfeited under the terms of the respective plans. The settlement in this matter was approved in March 2009.

In re: Mercedes-Benz Tele-Aid Contract Litigation

Carella Byrne was Co-Lead Counsel with two other firms on behalf of the class in this multidistrict litigation arising from Mercedes-Benz's continued sales of analog Tele-Aid systems in its automobiles when it knew that FCC regulations required the discontinuance of all analog cellular communications as of February 2008. In this action, *In re Mercedes-Benz Tele-Aid Contract Litigation*, MDL No. 1914(DRD), the plaintiffs allege claims for consumer fraud and breach of warranty. The District Court certified a national consumer fraud and unjust enrichment class in 2009. The settlement of this case received final approval in September 2011.

In Re Virgin Mobile USA IPO Litigation

On November 21, 2007, Carella Byrne filed the first securities class action lawsuit

against Virgin Mobile USA alleging that Virgin created and distributed a materially false and misleading Registration Statement and Prospectus in connection with its October 2007 IPO.

On March 18, 2008, Carella Byrne and its co-counsel were appointed Co-Lead Counsel for the Class by the United States District Court for the District of New Jersey. Final approval of the $19.5 million settlement in this matter was granted in December 2010. *In Re: Virgin Mobile USA IPO Litigation*, Lead Case No. 07-5619 (SDW).

Internet Tax Class Actions

This class action was filed in Florida of Monroe County and other Florida counties which charge occupancy taxes on hotel and motel rooms. The complaint alleges that the defendants, travel websites, paid occupancy taxes based upon on the wholesale prices they paid for hotel and motel rooms, rather than the retail prices paid by the customer. The suit seeks taxes on the difference between the wholesale and retail prices. Final approval of the $6.5 million settlement was granted in January 2011. *The County of Monroe, Florida v. Priceline.com*, Case No. 09-10004-CIV-MOORE/SIMONTON

Johnson & Johnson

Carella Byrne is Co-Lead Counsel in an action asserting shareholder derivative claims and is liaison counsel in separate securities fraud claims relating to allegations that Johnson & Johnson undertook several massive secret recalls of products, violated anti-kickback laws, and engaged in off-label marketing products which resulted in expenses and governmental fines of hundreds of millions of dollars. *In re Johnson & Johnson Derivative Litigation*¸ Civil Action No. 10-2033(FLW); *Monk v. Johnson & Johnson*, Civil Action No. 10-4841(FLW)

Sprint ETF Action

Carella Byrne was appointed as Co-Class Counsel for a nationwide class of individuals who were charged an early termination fee by Sprint Nextel. The Sprint ETF action settled for $17,500,000 in 2009 and the Court granted final approval of the settlement in this matter by way of Opinion and Order dated January 15, 2010. *Sampang, et al. v. AT&T Mobility LLC, et al.*, Civil Action No. 07-5324(JLL).

T-Mobile ETF Action

Carella Byrne was appointed as Co-Class Counsel for a nationwide class of individuals who were charged an early termination fee by T-Mobile. The Court granted final approval of the $12,500,000 settlement in this matter by way of Opinion and Order dated September 10, 2009. *Milliron v. T-Mobile*, Civil Action No. 08-4149(JLL).

AT&T ETF Action

Carella Byrne was appointed as Co-Class Counsel for a nationwide class of individuals who were charged an early termination fee by Cingular and AT&T. The action as settled for in

excess of $18,000,000 in 2009 and the Court final approval of the settlement by way of Order dated October 13, 2010. *Sampang, et al. v. AT&T Mobility LLC, et al.*, Civil Action No. 07-5324(JLL).

Patent Infringement Actions

Carella Byrne is also representing numerous pharmaceutical companies in pending patent infringement actions. The majority of these actions arise under the Hatch-Waxman Act. Representative cases include: *Aventis v. Teva Pharmaceutical*, Civil Action No. 07-2454 (JAG) (Allegra); *Schering v. Ivax Corporation*, Civil Action No. 00-2931 (Claritin); *Eli Lilly and Company v. Actiavis Elizabeth LLC et. al.*, Civil Action No. 07-770; *Connetics v. Agis Industries*, Civil Action No. 05-5038 (GEB) (Olux); *Merck & Co. v. Apotex*, Civil Action No. 06-5789(MLC) (Trusopt); *Janssen Pharmaceutica v. Apotex*, Civil Action No. 06-1020(DMC) (risperidone); *Cephalon v. Mylan Pharmaceuticals, et al.*, Civil Action No. 03-1394(JCL) (Provigil); *Celgene Corp. v. Barr Laboratories*, Civil Action No. 07-286(SDW)(Thalomid); *Novartis Corp., et al. v. Lupin Ltd.*, Civil Action No. 06-5954(HAA); *Savient Pharmaceuticals v. Sandoz, et al.*, Civil Action No. 0605782(PGS) (oxandrolone).

Trusteeship/Receiverships

In addition to these ongoing matters, Carella Byrne previously was appointed Trustee/Receiver by the United States District Court, District of New Jersey, in connection with securities law violations by Eddie Antar, founder of the defunct consumer electronics chain Crazy Eddie, *Securities and Exchange Commission v. Eddie Antar et al.*, Civil Action No. 89-3773 (JCL).

The Antar Receivership required Carella Byrne to work with the Securities and Exchange Commission ("SEC"), and to commence litigation in numerous foreign jurisdictions, including Switzerland, Canada, Liechtenstein and Israel, in an effort to repatriate and recover millions of dollars in illegally obtained assets which Mr. Antar had diverted from the Crazy Eddie chain.

In its capacity as Trustee/Receiver, Carella Byrne recovered over $80,000,000, which was paid to Mr. Antar's victims. The SEC has reported that the *Antar* case represented the largest asset recovery in a contested case as of that time. The investment of the assets fully funded all expenses of the receivership and contributed a substantial amount to the settlement fund, even though the receivership extended from 1990 to 2005.

In addition to its other responsibilities Carella Byrne undertook administration of the settlement fund, including addressing tax and lien issues on behalf of the funds and harmed investors, participating in obtaining a tax exempt ruling on fund income from the New Jersey Division of Taxation, and working closely with the claims administrator and the SEC. Notably, in the claims evaluation and payment process, Carella Byrne personally reviewed and evaluated each claim for payment or denial of payment, and communicated the decisions to investors, the SEC and the Court, and appeared in response to any objection or appeal of the claims decisions, none of which was reversed or modified. Carella Byrne also oversaw the distribution process consisting of payments of thousands of checks to investors in a two-tier distribution process

administered by the claims administrator and the bank. Finally, investor contact information was maintained and updated for future distributions in a related case.

Carella Byrne appeared for the bankruptcy trustee in *In Re Robert E. Brennan, Debtor*, Case No. 95-35502(KCF) and *Conway v. Pirates Associates et al.*, Adv. Pro. No. 98-3245(KCF). The *Brennan* matter arose out of claims by the SEC against Robert Brennan, formerly of First Jersey Securities, for securities law violations. Litigation was pursued in various domestic and foreign jurisdictions for the recovery of assets. We were successful in identifying and piercing various off-shore trusts and recovering millions of dollars for the bankruptcy estate, which was used in part to satisfy the SEC's judgment against Brennan.

Carella Byrne has also appeared either as trustee, receiver or counsel in: *Federal Trade Commission v. Oak Tree Numismatics, et al.* (D.N.J.) (control and operation of a rare coin dealer, distributions to customers, and turn-back of the enterprise to the defendants without exception); *United States v. Sheelan* (D.N.J.) (liquidation of Rule 144 restricted stock as restitution); *Harvey, Attorney General v. Clover Merchant Group et al.*(Superior Court of New Jersey, Essex County Chancery Division) (equitable receivership for fraudulent securities dealer).

Carella Byrne attorneys have also advised and represented clients with respect to numerous antitrust issues relating to restraint of trade, price fixing and monopolization, both in court and in connection with FTC investigations. Those cases include: *Biovail Corporation International v. Hoechst AG*, 49 F.Supp.2d 750 (D.N.J. 1999); *Grace Consulting, Inc. v. Geac Computer Systems, Inc. et al.*, Civil Action No. 02-1252(KSH)(D.N.J.) and *Golden Bridge Technologies v. Nokia, et al.*, Docket No. 2:05-CV-170 (E.D.Tex).

REAL ESTATE, LAND USE AND RESORT DEVELOPMENT

The Firm handles all aspects of transactions involving residential, commercial and industrial properties for both corporate and individual clients. Such transactions involve the preparation and review of real estate and financial documentation, environmental matters, land use regulations, and other related matters. Condominium transactions, including the formation of the condominium project and its approval by the regulatory authorities, and the preparation of the registration statement are included within this area.

The Firm's representation of land developers includes the preparation with the developer of Planning Board Applications, and the appearance before such Boards in connection with applications for subdivisions, variances and site plans. In this connection, the Firm works with the developer's experts in such areas as architecture, engineering, environmental, and traffic.

The Firm has been engaged in extensive litigation in real estate and related environmental matters, and has both represented and opposed major title companies in complex litigation.

Regulatory Practice

Carella, Byrne, Cecchi, Olstein, Brody & Agnello is uniquely qualified to guide its clients through the proliferation of governmental regulation in a number of different areas of the law, from the regulation of casinos, to hospitals, from resource recovery facilities to public utilities.

Health Care Law

In order to effectively operate in today's competitive environment, hospitals and other health care delivery systems must keep pace with technological advances and changes in law and insurance. We do.

Currently we represent and advise a variety of health care clients, from rehabilitation facilities and nursing homes to general acute care hospitals. And our primary concern is to help each organization achieve workable solutions to operational problems. To accomplish this, we identify problems and then offer both short- and long-term recommendations to prevent exposure to legal and financial risks. Most importantly, we provide up-to-date knowledge in a constantly changing regulatory system.

We'll handle all legal matters relevant to operation; policy and regulatory requirement correction; risk management review; and efficient, effective management plan development. And we do it all with a sensitive approach to our clients' concerns.

We have extensive experience representing fiscally distressed hospitals in turn around situations. Our team of experts provides needed direction in the areas of affiliation, corporate restructuring, general workouts, and vendor negotiations, while overseeing crucial day-to-day financial and system operations.

Public Utilities

Our firm has a well-earned reputation for excellence in litigation and negotiation of public utility matters, with special emphasis on rate applications, alternative energy and cogeneration projects, solid waste litigation, and utility-related public issue negotiation.

In fact, we took the lead in drafting and passage of the "McEnroe Legislation" for resource recovery facilities; we have served as senior counsel in numerous cases before the Board of Public Utilities; and we have worked with major investment banks to provide financing for utility and cogeneration projects.

Environmental Law

We have a broad range of experience in guiding clients through the increasingly complex web of federal and state laws designed to clean up and preserve the environment. We offer counsel on compliance with all government statutes and regulations, as well as their application to commercial and real estate transactions. We can help businesses obtain the needed air, water and waste permits. And our litigation attorneys have extensive trial and appellate experience in a variety of cases, including toxic tort, hazardous waste, products liability, insurance law, and more.

Tax

Our firm has sophisticated experience in New Jersey State tax matters. We represent multi-national and multi-state corporations in planning, compliance, and litigation cases involving corporate income tax, sales and use tax, and other state and local taxes, including property taxes. We also provide services in federal, corporation, partnership, individual and non-profit association tax matters. This includes providing representation before the U.S. Tax Court and Administrative offices of the IRS.

Labor Relations

Carella, Byrne, Cecchi, Olstein, Brody & Agnello handle all aspects of labor relations matters in the public and private sectors. Our labor relations practice encompasses representation of management in collective bargaining negotiations, including preparation of management's contract proposals, acting as management's chief spokesperson at negotiations, and preparation and finalization of negotiated collective bargaining agreements. In addition, we represent management in the public and private sectors in grievance, disciplinary and binding arbitration proceedings.

We also have extensive experience in handling matters before the New Jersey Public Employment Relations Commission and the National Labor Relations Board and in representing management in labor related litigation in both the state and federal courts.

Government Affairs

Recognizing the need for both adversarial and negotiation excellence in the modern government arena, Carella, Byrne, Cecchi, Olstein, Brody & Agnello has developed an extensive public issues practice. Our members have testified before Congress, State Legislatures, plus state, county and local governmental and regulatory agencies. To help us retain our leadership role, we are active in a public policy consortium -- the State Capital Law Firm Group -- working within a network of prestigious firms located in every state and throughout the world.

We first work to help our clients focus their concerns, then to develop strategies for implementing their proposals, and finally to act as their representative in every forum of public policy development.

With a strong emphasis on administrative law proceedings and municipal law, we have been successful in representing major national clients in government-related matters. This strength enables us to provide full-service public policy programs for clients, ranging from specific issue representation to integrated crisis management.

International Law

Carella, Byrne, Cecchi, Olstein, Brody & Agnello has valuable expertise in various aspects of international law.

Areas of note include airline transportation and trademark litigation involving gray market or parallel imports. Our foreign litigation experience is in the United Kingdom, Canada, Japan, West Germany, Austria, Australia, New Zealand and Italy.

The firm has particular expertise in taking foreign discovery for use in domestic litigation under the Hague Convention as well as Consular Treatises. Additionally, we have special expertise in the international overreach of the U.S. Antitrust Laws and the international transfer of technology. To accomplish this, we maintain a close working relationship with associate counsel in many foreign countries. These firms have special competence in dealing with economic and financial issues, both in their own countries and in regional economic blocks in their region, such as the Common Market.

In connection with our intellectual property law expertise, we file and prosecute patent and trademark applications throughout the world, including the European Patent. And we handle the sale and licensing of technology and trademarks.

PARTNERS

CHARLES C. CARELLA

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CHARLES C. CARELLA has been a member of Carella, Byrne, Cecchi, Olstein, Brody & Agnello since 1976 and is Chairman of the Executive Committee. He has extensive experience in many areas of corporate practice, including mergers and acquisitions, bank finance, both state and federal administrative matters, plus environmental and solid waste matters. He has appeared on numerous occasions before the Board of Public Utilities in all forms of utility matters, and has served as a Trustee/Receiver in matters initiated by the Federal Trade Commission, Securities and Exchange Commission, the Federal District Court for the District of New Jersey and has served as Provisional Director upon appointment by the Superior Court of the State of New Jersey, Chancery Division.

Mr. Carella graduated from Fordham University with a B.S. degree in 1955 (Cum Laude) and received an LL.B. degree from Rutgers University in 1958. He was admitted to the New Jersey Bar in 1959 and the New York Bar in 1983.

He has served as an Assistant Prosecutor as well as Special Prosecutor of Essex County; Director of the New Jersey State Lottery Commission, Executive Secretary to the Governor, State of New Jersey, 1975-1976; Member of the Ethical Standards Commission for the State of New Jersey; as well as Chairman, New Jersey State Racing Commission, 1976-1980. He has served as Chief Counsel to the Passaic Valley Sewerage Commissioners.

Mr. Carella is a member of the Essex County, New Jersey State, New York State and American Bar Associations, the Association of Trial Lawyers of America, and the American Judicature Society. He is a member of the Finance Board of the Archdiocese of Newark, and a Trustee Fellow of Fordham University. He was formerly Chairman of the Board of Trustees of The University of Medicine and Dentistry of New Jersey; a member of the Board of Trustees of Robert Wood Johnson University Hospital; a member of the Board of Trustees of University Health System of New Jersey; a member of the Board of Bally Gaming International, Inc., and a member of The Board of Carteret Savings Bank.

Mr. Carella has been named to *Who's Who in American Law*.

BRENDAN T. BYRNE

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BRENDAN T. BYRNE graduated from Princeton University with an A.B. degree in 1949 and received an LL.B. degree from Harvard Law School in 1950.

He served as Prosecutor of Essex County, New Jersey; as President of the New Jersey Public Utility Commission; as Assignment Judge of the New Jersey Superior Court; and then as Governor of New Jersey from 1974-1982.

Mr. Byrne is a former Vice President of the National District Attorney's Association; Chairman of the National Commission on Criminal Justice Standards and Goals; Chairman,

National Governors Association on International Trade; and trustee of Princeton University. He is an Editor of the New Jersey Law Journal and of Irish Law Reports; and former Chairman of the Princeton University Council on New Jersey Affairs and United States Marshals Foundation. He is a former member of the Board of Directors of Mack Cali Realty and Chelsea GCA.

Mr. Byrne was a member of the Board of Directors of Prudential Insurance Company of America, New Jersey Bell Telephone Company, Elizabethtown Water Company, Jamesway Corporation, Ingersoll-Rand and served as a Commissioner of the New Jersey Sports and Exposition Authority. He was litigation counsel to Carvel Corp. and Witco Corporation.

JAMES E. CECCHI
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JAMES E. CECCHI is a member of the firm's executive committee and specializes in complex civil and chancery litigation in federal and state court as well as the prosecutor of complex federal class actions involving claims arising under federal securities laws, consumer protection laws and antitrust laws. Mr. Cecchi personally handled on behalf of the firm the Exxon class action litigation, Merck Securities litigation, KPMG class action litigation and is currently prosecuting securities class actions, antitrust class actions and numerous consumer fraud class actions on behalf of the firm. Mr. Cecchi joined the firm in 1994 after serving in the United States Department of Justice as an Assistant United States Attorney for the District of New Jersey. In that capacity, Mr. Cecchi participated in numerous significant criminal prosecutions involving money laundering, narcotics smuggling and violations of federal firearms laws.

Mr. Cecchi graduated from Colgate University in 1989 with honors, majoring in History and Political Science. Mr. Cecchi was Executive Editor of the Colgate News. In 1989 he graduated from Fordham University School of Law and was a member of the International Law Journal. Mr. Cecchi served as Law Clerk to the Honorable Nicholas H. Politan in the United States District Court, District of New Jersey from 1989-1991. He is a member of the Federal, New Jersey State, Essex County and Bergen County Bar Associations.

ELLIOT M. OLSTEIN
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ELLIOT M. OLSTEIN, a member of the Executive Committee, has broad experience in intellectual property law including securing patent protection; licensing of technical information and patents; infringement and validity opinions; evaluating intellectual property rights for investors; and intellectual property litigation. His particular areas of expertise include chemical and biochemical inventions with particular emphasis on their medical applications.

He also has experience in corporate law and business financing, including venture capital financing, with specific emphasis on technically-oriented business.

Mr. Olstein graduated from Columbia College and Columbia School of Engineering, receiving an A.B. Degree in 1960 and a B.S.Ch.E. in 1961. He received a J.D. Degree from

Georgetown University Law Center in 1965 and an LL.M. in taxation from New York University.

Mr. Olstein served for three years as Chairman of the Patents, Trademarks, Copyrights and Unfair Competition Section of the New Jersey Bar Association and is admitted to practice in the States of New Jersey, New York, and Virginia.

JAN ALAN BRODY
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JAN ALAN BRODY a member of the Executive Committee, became associated with the firm of Cecchi & Politan in 1976. He became a partner in 1982 and, in 1987, the firm name was changed to Cecchi, Brody & Agnello when partner Nicholas H. Politan became a United States District Court Judge.

Mr. Brody graduated from Boston University cum laude in 1973 with an A.B. degree in political science. In 1976, he graduated Boston University Law School with a Juris Doctor degree. He has had extensive experience in complex civil and chancery litigation and has a substantial family law practice.

He is a member of the American, New Jersey State, and Bergen County Bar Associations. He has also served as counsel for the Fort Lee Planning Board and as a Standing Master appointed by the United States District Court for the District of New Jersey.

JOHN M. AGNELLO
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JOHN M. AGNELLO joined the firm of Cecchi and Politan in 1979. In 1983, he became a partner in the firm. In 1987, he became a name partner as the firm's name was changed to Cecchi, Brody & Agnello after Nicholas H. Politan became a U.S. District Court Judge. Cecchi, Brody and Agnello merged with Carella, Byrne in 1990 at which time Mr. Agnello became a partner in Carella, Byrne.

Mr. Agnello graduated from Stevens Institute of Technology in 1975 receiving a B.E. with Honor in mechanical engineering. In 1979, he graduated from Seton Hall University School of Law receiving a J.D., Cum Laude. He has extensive experience in complex commercial litigation with particular emphasis on environmental, insurance coverage, ERISA and construction cases. Additionally, he has a substantial labor practice representing management (both public and private) in collective bargaining negotiations, labor mediation and arbitration proceedings, as well as actions before the National Labor Relations Board and the New Jersey Public Employment Relations Commission. Mr. Agnello also represents ERISA Pension and Welfare Funds.

He is a member of the American, Federal, New Jersey State, and Bergen County Bar Associations.

CHARLES M. CARELLA
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CHARLES M. CARELLA is experienced in general counsel law, municipal law, bankruptcy matters including corporate insolvency and creditors' rights and general litigation. He received his B.S. in mechanical engineering from Lehigh University in 1979 and his M.B.A. from Iona College's Hagan School of Business in 1985. He received his J.D. degree from Fordham University School of Law in 1989. He is admitted to the Bars of the State of New Jersey; The United States District Court for the District of New Jersey; the State of New York; and the United States District Courts for the Southern and Eastern Districts of New York. He is a member of the New Jersey State and New York Bar Associations. He is currently outside General Counsel for the Archdiocese of Newark and is a member of the Professionals Group Advisory Council for Valley National Bank. He was formerly Township Attorney for the Township of Nutley, New Jersey, 1996. He formerly served as a member of the Board of Trustees of Caldwell College and a member of the Board of Governors of the CYO Youth Ministries of the Archdiocese of Newark, New Jersey.

LINDSEY H. TAYLOR
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LINDSEY H. TAYLOR, specializes in complex commercial litigation in federal court. He graduated received a bachelor's degree with honors from the University of North Carolina at Chapel Hill in 1983 and a juris doctor degree in 1986. He joined Carella, Byrne, Cecchi, Olstein, Brody & Agnello as of counsel in 2002 and became a partner in 2008. He is admitted to the bars of the States of New Jersey and New York, the District of Columbia, and the United States District Courts for the District of New Jersey, Southern and Eastern Districts of New York, and the Eastern District of Michigan, the United States Courts of Appeal for the Second, Third, and Sixth Circuits, and the United States Supreme Court. Reported cases: *In re Suprema Specialties*, 285 Fed.Appx. 782 (2d Cir. 2008)(whether N.J. Affidavit of Merit Statute applied to malpractice claim brought by N.Y. bankruptcy trustee against NJ based accountants); *Thoroughbred Software International, Inc. v. Dice Corp.,* 488 F.3d 352 (6th Cir. 2007) *aff'g in part and rev'g in part* 439 F.Supp.2d 758 (E.D.Mich. 2006) *on remand* 529 F.Supp.2d 800 (E.D.Mich. 2007)(copyright infringement of computer software); *Yuen v. Bank of China*, 151 Fed.Appx. 106 (3d Cir. 2005)(whether NJ or NY law applied to oral settlement agreement); *Aetna Casualty and Surety Co. v. Aniero Concrete Co.*, 404 F.3d 566 (2d Cir. 2005)(whether construction contract was valid because of a failure to satisfy a condition precedent and remedies if there was no valid contract); *Lucent Information Management, Inc. v. Lucent Technologies, Inc.*, 186 F.3d 311 (3d Cir. 1999)(how much "use on commerce" is necessary to obtain trademark protection); *Circle Industries USA, Inc. v. Parke Construction Group, Inc.*, 183 F.3d 105 (2d Cir.) *cert. denied* 120 S.Ct. 616 (1999)(what is the citizenship for diversity purposes for corporation which has ceased doing business); *Brown v. Grabowski*, 922 F.2d 1097 (3d Cir. 1990), *cert. denied* 111 S.Ct. 2827 (1991)(civil rights claim relating to right to protection); *Hall v. AT&T Mobility*, 608 F.Supp.2d 592 (D.N.J. 2009)(enforceability of class action waiver in arbitration clause); *In re Mercedes-Benz TeleAid Contract Litigation*, 257 F.R.D. 46 (D.N.J. 2009)(class certification of 50 state consumer fraud class); *Harper v. LG Electronics, Inc.*, 595 F.Supp.2d 486 (D.N.J. 2009)(motion to dismiss consumer fraud class action); *Coppolino v. Total Call International*, 588 F.Supp.2d 594 (D.N.J. 2008)(whether prior settlement was entitled to Full Faith and Credit); *Waudby v.*

Verizon Wireless Services LLC, 228 F.R.D. 173 (D.N.J. 2008)(motion to intervene and appointment of class counsel); *In re Gabepentin Patent Litigation*, 395 F.Supp.2d 175 (D.N.J. 2005)(motion for summary judgment in Hatch-Waxman patent infringement case); *Euro-Pro Corporation v. TriStar Products*, 172 F.Supp.2d 567 (D.N.J. 2001)(whether shape of hand-held vacuum had acquired secondary meaning for trademark protection); *Biovail Corporation International v. Hoechst AG*, 49 F.Supp.2d 750 (D.N.J. 1999)(antitrust claim related to settlement agreement to pay generic drug maker to keep product off the market); *Broadcast Music, Inc. v. 84-88 Broadway, Inc.*, 942 F.Supp. 225 (D.N.J. 1996)(copyright infringement); *Broadcast Music, Inc. v. DeGallo, Inc.*, 872 F. Supp. 167 (D.N.J. 1995)(copyright infringement); *Lifschultz Fast Freight v. Rainbow Shops*, 805 F.Supp. 1119; 784 F.Supp. 89 (S.D.N.Y. 1992)(claims relating to negotiated freight charges made in excess of published tariffs); *McGill v. Mountainside Police Dept.*, 720 F.Supp. 418 (D.N.J. 1989)(civil rights claims); *In Re Sound Radio, Inc.*, 145 B.R. 193 (Bankr., D.N.J. 1992)(motions to pay professional fees from bankruptcy estate); *In Re Prestegaard*, 139 B.R. 117 (Bankr., S.D.N.Y. 1992)(extent to which homestead exemption can avoid mortgage); *Unanue v. Rennert*, 39 A.D.2d 289, 831 N.Y.S.2d 904 (1st Dept. 2007)(appeal of *sua sponte* order); *Downs v. Yuen*, 298 A.D.2d 177, 748 N.Y.S.2d 131 (1st Dept. 2002)(enforceability of Hong Kong divorce decree under international comity); *Velazquez v. Jiminez*, 336 N.J.Super. 10 (App.Div. 2000)(whether Good Samaritan statute applies to physician responding to emergency in the hospital); *Conestoga Title Insurance Co. v. Premier Title Agency*, 328 N.J.Super. 460 (App.Div. 2000)(whether corporation can make fidelity bond claim for thefts by sole owner of corporation); *Citibank v. Errico*, 251 N.J.Super. 236 (App. Div. 1991)(whether NJ or NY law applies to deficiency judgment on defaulted mortgage). Publications: "Responding to the Complaint" in *New Jersey Federal Civil Procedure,* New Jersey Law Journal Books, 3d Ed. 2009; "Applying the CISG to International Software Transactions", *Metropolitan Corporate Counsel,* October 1999, "The Digital Millennium Copyright Act: New Protections for the Computer Age", Intellectual Property Supplement, *New Jersey Law Journal,* July 26, 1999; "Copyright Basics for Occupational Therapy Practitioners", *OT Practice,* May 1999, "Facing the New Millennium-Without Bugs", *OT Practice,* December 1998; "The Year 2000 Malpractice Bug: Waiting to Trap the Unwary Attorney", for National Legal Malpractice Conference, sponsored by ABA Standing Committee on Lawyers' Professional Liability, September 19981 "Self-Help in 2000: How a business can do its own Y2K compliance without violating copyright laws", Intellectual Property Supplement, *New Jersey Law Journal,* July 20, 1998; "State and Local Taxation of Software: A Trap for the Unwary CIO" Chief Information Officer Journal, Fall 1989. Lectures: "Intellectual Property Basics for Health Care Attorneys", 2004 Health & Hospital Law Symposium, New Jersey Institute for Continuing Legal Education, October, 15, 2004; "Hot Topics in Copyright Law", 2003 Intellectual Property Summit, New Jersey Institute For Continuing Legal Education, May 2, 2003; "The Inside Track on Copyright Law", WYNY 103.5 First Annual "Country Holiday Expo" songwriters' seminar, November 18, 1995. Practice areas: Commercial Litigation; Intellectual Property Litigation; Bankruptcy. Mr. Taylor was a merit selection to the 2005, 2008, 2009 and 2010 New Jersey "Super Lawyers".

JAMES T. BYERS
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JAMES T. BYERS has been a member of Carella, Byrne, Cecchi, Olstein, Brody & Agnello since 1981 and during that time has been engaged in general corporate, real estate and

banking law and tax exempt bond financing. He has broad expertise in many areas of corporate practice, including real estate and asset based lending, mergers and acquisitions, purchase and sale of real estate and corporate counseling; and as Bond Counsel in connection with the issuance of tax exempt bonds. Mr. Byers graduated from Rutgers College with an A.B. degree in 1974 and received a J.D. degree from George Washington University in 1979. He has lectured and participated in panel discussions on financing and banking law subjects. He is a member of the American and New Jersey State Bar Associations and a member of the National Association of Bond Lawyers.

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DONALD F. MICELI specializes in financial matters including federal income taxation, state and real property taxation, taxation litigation and rate making matters before the New Jersey Board of Public Utilities. His practice also includes the representation of developers before local planning boards. He received a B.A. degree from Seton Hall University, an LL.B. degree from Rutgers University, and an LL.M. degree from New York University. He is admitted to the bar of the State of New Jersey and the United States Tax Court. Mr. Miceli has served as Assistant Corporation Counsel, City of Newark, and as Tax Consultant to the Essex County Board of Taxation.

A. RICHARD ROSS
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A. RICHARD ROSS is a member of the Litigation and Corporate Departments of the Firm. He has broad experience in complex litigation, corporate, securities, tort and banking matters. Mr. Ross is particularly experienced in international matters including asset recovery and transnational commercial ventures. He also has extensive experience in equity practice and equitable receiverships, and has engaged in a wide range of real estate, trust and estates and commercial loan transactions. Mr. Ross graduated with a B.A. degree from Reed College in 1972, and received a J.D. degree from New York Law School in 1977. He served as a Staff Attorney in the Office of the President, New Jersey Civil Service Commission in 1977, and in the Office of Legal Counsel, New Jersey Supreme Court from 1978-1982, where he also served as an ex-officio member of the Supreme Court Committee on Civil Practice. He is a member of the New Jersey Supreme Court and District Ethics Committee, New Jersey State Bar Association and the American Bar Association (member of the International, Litigation, Business Law, Tort and Insurance and Real Estate, Property and Probate Sections). Mr. Ross has numerous reported decisions including *SEC v. Antar*, 831 F. Supp. 380 (D.N.J. 1993), *judgment aff'd* 54 F. 3d 770 (3d Cir. 1995); *In re National Smelting Inc. of New Jersey Bondholders' Litigation*, 722 F. Supp. 152 (D.N.J. 1989); and *Reinfeld Inc. v. Schieffelin & Co.*, 94 N.J.(1984). Mr. Ross was a merit selection to the 2005, 2008 and 2009 New Jersey "Super Lawyers".

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CARL R. WOODWARD III is experienced in environmental law, municipal law, zoning and planning, real estate, insurance, personal injury and general civil litigation. He

received a B .A. degree, Rutgers University, 1965, and a J.D. degree, Rutgers University of Law, Newark, New Jersey, 1968. He served as Captain, United States Army, 1969-1971. Mr. Woodward was Law Secretary to the Honorable Baruch S. Seidman, Superior Court of New Jersey, Chancery Division. He served as Assistant United States Attorney, District of New Jersey, Chief, Environmental Protection Division, 197 1-1978. He is Township Attorney, Township of Chatham, 1992-present, Attorney, Borough of New Providence 1995-present, and Township Attorney, Township of Cranford 2007. He was formerly Attorney, Chatham Township Board of Adjustment, 1979-1992 and Attorney, Borough of New Providence Planning Board 1986-1994. He was Adjunct Professor of Law, Seton Hall University School of Law in 1985; President of the Rutgers Alumni Association from 1984-1985; and Trustee of Rutgers University from 1985-1991. He currently serves as a Trustee of the New Jersey Institute of Local Government Attorneys. He is a member of the American Bar Association, New Jersey State Bar Association, and Morris County Bar Association.

MELISSA E. FLAX
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MELISSA E. FLAX is a member of the Litigation Department of the firm. She received an A.B. Degree from the University of Michigan; American University, London, England and a J.D. Degree from Loyola University where she was a member of Loyola University Law Review. Ms. Flax served as a Law Clerk from 1992-1993 to Hon. Julio M. Fuentes, Superior Court of New Jersey, Essex County. She is a member of New Jersey State and New York State Bar Associations.

DAVID G. GILFILLAN
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DAVID G. GILFILLAN, born Washington, D.C., April 23, 1966; admitted to bar, 1993, New Jersey and U.S. District Court, District of New Jersey. Education: Boston College (B.A., 1988); Seton Hall University (J.D., 1993). Member, Worrall F. Mountain Inn of Court. Reported Cases: *Handy & Harmon, et al v. Borough of Park Ridge,* 302 N.J. Super. 558 (App. Div. 1997).

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G. GLENNON TROUBLEFIELD, born Belleville, New Jersey, October 3, 1966; admitted to bar, 1991, New Jersey and U.S. District Court, District of New Jersey; 1992, Pennsylvania and U.S. District Court, Eastern District of Pennsylvania; registered to practice before U.S. Patent and Trademark Office. Education: University of Pittsburgh (B.S.M.E., 1988); Seton Hall University (J.D., 1991). Law Clerk to Honorable Virginia A. Long, Judge, New Jersey Superior Court, Appellate Division, 1991-1992. Member, 1989-1990, Articles Editor, 1990-1991, Seton Hall Legislative Law Journal. Member: New Jersey State, Garden State and American Bar Associations. Practice Areas: Patents; Trademarks; Copyrights; Unfair Competition; Intellectual Property Litigation.

BRIAN H. FENLON
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BRIAN H. FENLON, born New York, N.Y., October 30, 1962; admitted to bar, 1987, New Jersey and U.S. District Court, District of New Jersey. Education: Muhlenberg College (A.B., 1984); Seton Hall University (J.D., 1987). Phi Alpha Theta. Member: Morris County and Essex County Bar Associations; Worral F. Mountain Inns of Court.

CAROLINE F. BARTLETT
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CAROLINE F. BARTLETT is a member of the litigation department of the firm. Ms. Bartlett received an A.B. Degree from Barnard College, Columbia University and a J.D. Degree *magna cum laude* from Seton Hall University School of Law where she received the Raymond Del Tufo Award and the Chicago Title Insurance Award for academic excellence in Constitutional Law and Real Property, respectively. During law school, Ms. Bartlett served as an articles editor for the *Seton Hall Law Review*. Before entering private practice, Ms. Bartlett was a judicial clerk for the Honorable Michael A. Chagares of the U.S. Court of Appeals for the Third Circuit and the Honorable John C. Lifland, U.S.D.J., and the Honorable Madeline Cox Arleo, U.S.M.J., of the U.S. District Court for the District of New Jersey. Prior to joining this firm, Ms. Bartlett engaged in commercial litigation, products liability and mass tort defense at the law firm of Patton Boggs LLP. Ms. Bartlett is active in the community and currently serves as a Director of the Federal Historical Society of the New Jersey District Court and has served on the executive boards of several non-profit organizations. She is admitted to practice in New Jersey and the District of Columbia

OF COUNSEL

RICHARD K. MATANLE has broad experience in real estate, banking, general contract and business matters as well as commercial litigation. Within these fields of concentration, he has extensive experience in commercial lending and real estate transactions, including commercial real property leasing. His commercial loan transaction experience includes creditors' rights, litigation and loan workouts. He received a B.A. degree from the State University of New York at Buffalo and a J.D. degree from Hofstra University School of Law. Mr. Matanle was previously Associate Counsel with the Chase Manhattan Bank, N.A. and a partner in the law firm of Blackburn, Rice and Matanle. He also served as counsel with the Federal Deposit Insurance Corporation. He is admitted to the Bars of the State of New Jersey and New York and to the Bars of the United States District Courts in both States.

DONALD S. BROOKS received a B.A. degree from Columbia College and an LLB degree from Columbia University Law School. He served as a Trial Attorney with the National Labor Relations Board and immediately prior to joining Carella, Byrne, he was Senior Counsel for Merck & Co., Inc. During his twenty-seven-year career with Merck, Mr. Brooks coordinated a wide variety of general corporate work for the company, including negotiations and preparation of contracts, regulatory compliance and worldwide labor relations activities. Most recently he supervised the legal aspects of the company's worldwide technology transfer activities, including planning, negotiations and drafting licensing agreements, strategic alliances and joint as well as marketing, distribution, supply and research related agreements. Mr. Brooks has also served as a U.S. delegate to the International Labor Organization in Geneva, Switzerland. He is a member of the New Jersey and Pennsylvania Bar Association and has served as Chairman of the Corporate Law Section of the New Jersey Bar Association. Mr. Brooks is also a member of the New York Bar and has published articles on labor relations, joint ventures and training and development in corporate law departments.

FRANCIS C. HAND, born New York, N.Y.; admitted to bar, 1964, District of Columbia; 1965, New York; 1971, New Jersey; registered to practice before U.S. Patent and Trademark Office. Education: Manhattan College (B.C.E.); Georgetown University (J.D.). Arbitrator, American Arbitration Association. Member: New York State, New Jersey State and American Bar Associations; The District of Columbia Bar. Mr. Hand was previously a partner in the patent law firm of Kenyon & Kenyon for twenty years and presently represents domestic and foreign corporations in the prosecution of patents and trademarks and the litigation of patents in the federal courts. Practice Areas: Patents; Trademarks; Licensing; Litigation.

AVRAM S. EULE, born Newark, New Jersey, April 9, 1948; admitted to bar, 1971, New Jersey and U.S. District Court, District of New Jersey; 1986, U.S. Supreme Court. Education: Rutgers University (A.B., 1968); University of Oklahoma (J.D., 1971). Phi Alpha Delta. Member, Board of Governors, Rutgers Alumni Federation, 1974-1978. Board of Trustees, Temple Beth Am, 1989-1994; Task Forces, United Jewish Federation of MetroWest, 1992-1998. Member: American Bar Association. Reported Cases: *Dienco, Inc. v. Security National Bank of*

New Jersey, 221 N.J.Super. 438 (App. Div. 1987). Practice Areas: Transactional Law; Real Estate Law; Commercial Litigation; Corporate Law; Loan Workouts.

RAYMOND W. FISHER, born Newark, New Jersey, June 8, 1949; admitted to bar, 1975, New Jersey and U.S. District Court, District Court of New Jersey; 1981, U.S. Supreme Court; 1982, U.S, Court of Appeals, Third Circuit. Education: Georgetown University (B.A., cum laude, 1971); Fordham University (J.D., 1975). Phi Beta Kappa. Member, Fordham Law Review, 1974-1975. Clerk to Honorable Thomas F. Murphy, United Stated District Court Judge, Southern District of New York, 1975-1976. Member New Jersey State and American Bar Association. Practice Areas: Litigation and Appeals in state and federal courts; General Practice; Employment Law; Commercial Law; Computer Law.

ASSOCIATES

RAYMOND J. LILLIE has experience in patent and trademark cases, including patent application prosecution, interferences, and validity and infringement studies. Mr. Lillie received his B.S. degree (magna cum laude) from the University of Scranton in 1981. He received a J.D. degree from the Marshall-Wythe School of Law, College of William and Mary in 1984. He is registered to practice before the United States Patent and Trademark Office.

He is a member of the American and New Jersey State Bar Associations, and a Fourth Degree member of the Knights of Columbus.

WILLIAM SQUIRE graduated from Newark College of Engineering (NJIT) in 1959 with a BS degree in Mechanical Engineering. In 1968, he received his juris doctor degree from Seton Hall University, Newark, N.J. He is admitted to the bar of the State of New Jersey. He is admitted to the United States District Court for the District of New Jersey, the United States Supreme Court and the Court of Appeals for the Federal Circuit. He is a registered patent attorney in the United States Patent and Trademark Office, having been registered in 1970.

He is a member of the New Jersey State Bar Association, The American Intellectual Property Law Association and The New Jersey Intellectual Property Law Association.

ALAN J. GRANT, born Brooklyn, New York, March 8, 1950; admitted to bar, 1985, New York; 1989, U.S. District Court, Southern and Eastern Districts of New York; 1993, U.S. Court of Appeals, Federal Circuit; registered to practice before U.S. Patent and Trademark Office. (Not admitted in New Jersey). Education: St. Francis College (B.S., 1972); State University of New York, Downstate Medical Center (Ph.D., 1979); Brooklyn Law School (J.D., 1985). Member: New York State Bar Association. Practice Areas: Patent Law; Trademark; Copyright.

STEPHEN R. DANEK, born Newark, New Jersey, May 3, 1964; admitted to bar 1989, New Jersey and U.S. District Court, District of New Jersey, 1989. Education: Muhlenberg College (B.A., Political Science, 1986); Seton Hall School of Law (J.D. 1989). Practice Areas: Personal Injury Litigation; Environmental Law.

DONALD ECKLUND Donald Ecklund focuses his practice on all aspects of complex commercial disputes, environmental litigation, consumer fraud, and class action litigation. Prior to joining the firm, Donald was an associate at a prestigious New York law firm for four years where he represented clients in complex products liability litigation, as well as various environmental contamination cases and other matters. Donald has served on committees in several multi-district litigations (MDLs) involving pharmaceutical drugs and medical devices. Most recently, he has been extensively involved in class action litigation arising from deceptive sales practices and engaged in commercial litigation relating to direct broadcast satellite television.

A former law clerk for the Honorable Marina Corodemus, Mass Tort Judge for the State of New Jersey (Retired), where he focused on complex mass tort and environmental litigation, and for the Honorable Joseph C. Messina, Presiding Judge Chancery Division, General Equity Part, Superior Court of New Jersey (Retired) where he focused on business and commercial litigation, Donald brings unique insights and effective advocacy skills. Donald values the views of and input from his clients, and strives to meet their needs and obtain optimal outcomes.

Donald is admitted to the Bars of the States of New Jersey and New York, and the United States District Courts for the Southern and Eastern Districts of New York and the District of New Jersey.

MEGAN A. NATALE graduated from Seton Hall University with a Bachelor of the Arts degree in 2007. In 2010, Ms. Natale received a Juris Doctor degree from New York Law School. In 2011, Ms. Natale joined this firm as an associate. She e0250ngages in general and complex civil litigation, with a focus on personal injury litigation, employment law, and municipal law. Ms. Natale is admitted to practice before the New Jersey State Bar and the United States District Court for the District of New Jersey.

AMANDA J. BARISICH engages in general civil litigation in state and federal court. She received a B.S. degree from Lehigh University in 2007 and Juris Doctor degree with a concentration in Intellectual Property from Seton Hall University School of Law in 2010. Prior to entering this firm, Ms. Barisich clerked for the Hon. Bernadette N. DeCastro, J.S.C. in the Civil Division of the Superior Court of New Jersey, Hudson Vicinage.

ZACHARY S. BOWER graduated with a Bachelor of Arts in Economics and History from the University of Michigan in 2000 and received his J.D. from Boston University School of Law in 2004. After receiving his J.D., Mr. Bower served as a Law Clerk for the Honorable Judge K. Michael Moore in the United States District Court for the Southern District of Florida from September 2004 to September 2005. After his clerkship, Mr. Bower joined the law firm of Stearns Weaver Miller in Miami, FL where his practice focused on complex commercial matters such as securities litigation, fraud, and banking litigation as well as all aspects of class action litigation on behalf of both plaintiffs and defendants. Mr. Bower's current practice focuses primarily on multidistrict class action litigation. Ms. Bower is admitted to practice before the Florida State Bar and the United States District Court for the Southern District of Florida.

EXHIBIT F

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**Licensed in Iowa

Firm Bio

We stand on their shoulders and follow their example.

The trial lawyers of Shamberg, Johnson & Bergman carry on the tradition of the legal giants who founded our firm: Joseph Cohen, Charles Schnider and John Shamberg. These were nationally recognized trial lawyers dedicated to the excellent representation of individuals and families who experienced catastrophic personal injury, economic loss or death as the result of wrongful conduct or defective products. No matter how big or powerful the wrongdoer, and no matter how small or powerless the injured party, these lawyers did battle for their clients in courtrooms, just as we do now.

Joe Cohen and Charlie Schnider were among the founders of The American Trial Lawyers Association (now The American Association for Justice). In 1949, John Shamberg joined the firm – and through his vision, skill and determination – brought it to new levels of sophistication and success.

In 1966, the firm was reorganized under the name of Schnider, Shamberg & May. This was in the golden age of the development of tort law. During this period, Charlie Schnider and John Shamberg pioneered many trial techniques, and earned a reputation as a regional powerhouse plaintiffs' personal injury firm.

Lynn Johnson joined the firm in 1970 and Victor Bergman in 1975. Both were trained and mentored as trial lawyers by Charlie Schnider and John Shamberg. Then, in 1995, the firm changed its name to Shamberg, Johnson & Bergman.

Lynn Johnson and Victor Bergman have continued the tradition of attracting and handling high quality, high profile injury and death cases. Read the article titled, Shamberg's Firm is Small but Mighty in Trial.

Our newest partners, Matt Birch, Scott Nutter and David Morantz joined the firm in 2000, 2001 and 2005, respectively. Each partner has added depth and breadth of imagination and skill to maintain the excellence that our firm brings to the representation of our clients.

We have the same focus today as always – dedication to the excellent representation of individuals and families who have experienced catastrophic personal injury, economic loss or death as the result of wrongful conduct or defective products.

That is our tradition. Experience pays.

Lynn R. Johnson, Esq.
-Biography-

Lynn is the managing partner of Shamberg, Johnson & Bergman, Chartered, a firm he joined in 1970 and where he became a partner in 1974. He quickly became nationally recognized as a trial attorney for his life-long devotion to the protection of individual rights and the enforcement of individual and corporate responsibility. As a trial attorney he has devoted his career to representing individuals by fighting for their rights for safe products, safe health care and safe lives through the civil justice system.

Raised on the family farm in western Kansas, Lynn learned the importance of individual responsibility. He learned early on to be responsible and to take responsibility for his own conduct. If something that he did had an impact on someone else, he took responsibility for it. That basic moral and legal concept directly relates to Lynn's work as a trial attorney fighting to protect the rights of individual consumers when they are injured as a result of irresponsible conduct by others.

Lynn's formal education, which began in a one-room country school house in Kanona, Kansas, led to an undergraduate degree from Kansas State University in 1967 and a Juris Doctorate degree with honors from Washburn University School of Law in 1970. He is a life member of the Alumni Associations of both universities and has served as President of the Washburn Law School Association.

Lynn has been recognized for many years by his peers in Kansas, Missouri and the United States as one of the best trial attorneys in the country. Lynn has been rated AV by Martindale Hubbell since 1976 and is currently rated AV Preeminent.

Lynn is a member of The Inner Circle of Advocates, International Academy of Trial Lawyers and American College of Trial Lawyers. He also serves on the Executive Committee of the American Trial Lawyers Association and serves on the Board of Governors of the Kansas Association for Justice, the Missouri Association of Trial Attorneys, and the Attorneys Information Exchange Group. He is also an active member of several bar associations in Kansas and Missouri.

Lynn has been lead counsel in at least 18 jury verdicts in excess of $1,000,000 with three of the most recent verdicts being $23,500,000 in the U.S. District Court in Wichita, Kansas, $5,200,000 in state court in Southwest Kansas and $2,100,000 in state court in Southeast Missouri.

Lynn shares his expertise by being a frequent lecturer/presenter at trial attorney continuing legal education events throughout the country. Over his career he has made more than 100 CLE presentations.

EXHIBIT G

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The Firm

WHO WE ARE.

Wexler Wallace LLP is nationally recognized as a leading firm in complex class action and multidistrict litigation, from investigation to trial and appeals, within the following legal areas:

// Antitrust

// Business and Commercial Litigation

// Consumer Protection

// Government Representation

// Healthcare Litigation

// Mass Torts

// Securities and Corporate Governance

// Whistleblower and False Claims

WE WORK FOR ALL.

At Wexler Wallace, we rely on the justice system to hold the powerful accountable for conduct that harms others. We are dedicated to protecting the rights and interests of all and, in this pursuit, represent shareholders, consumers, pension plans, institutional investors, businesses, governments, and organizations from all over the world. We act with the utmost integrity in our determination to achieve the most meaningful relief for our clients.

WE GET RESULTS.

Wexler Wallace is frequently retained by clients to pursue high-stakes litigation – often against some of the largest corporations represented by the most renowned law firms in the country. We regularly are asked by co-counsel to work with them and their clients on cases of wide-ranging importance. Through this work, we have helped shape the law and continue to pave the way for future successes for those aggrieved by fraud, antitrust violations, unfair competition, and other types of unlawful conduct.

OUR WORK IS RECOGNIZED.

Wexler Wallace attorneys have been recognized by their peers as well as by legal organizations for their outstanding level of service and commitment to the firm's cases and clients. Partners Ken Wexler and Ed Wallace each have an **AV Preeminent** rating from Martindale-Hubbell – the highest peer review rating. Ken has been named an **Illinois Super Lawyer** since 2008, Ed was named a Super Lawyer in 2014 and 2015, and other attorneys have been named Rising Stars.

Wexler Wallace was named a highly recommended Illinois litigation firm in the 2012 inaugural edition of **Benchmark Plaintiff,** with both partners named local litigation stars. The firm and its named partners have received the same honors every year since.

"Despite a small roster of attorneys, (Wexler Wallace LLP) regularly goes toe-to-toe with some of the largest companies and corporations in the world."
Benchmark Plaintiff, 2012

"I admire very much the work that you have done in this case, and you have taught me something. I think I'm more knowledgeable and a better judge because I've had contact with you. And thank you very much."
Hon. G. Patrick Murphy, *Clancy-Gernon Funeral Homes, Inc. v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, No. 09 Civ. 1008 (S.D. Ill.)

"I wanted to express appreciation again to class counsel for taking this case. I believe these are the kind of cases Federal Courts should do and are appropriate for class resolution."
Hon. Patti B. Saris, *In re Pharmaceutical Industry Average Wholesale Price Litig.*, MDL No. 1456, No. 01-cv-12257-PBS (D. Mass.) (final settlement hearing, with defendant GlaxoSmithKline, July 19, 2007)

"[T]his multiplier is justified by the risk of non-recovery in this case and the need to reward counsel for their significant achievement on behalf of the End-Payor Class . . . End-Payor Plaintiffs' counsel are highly experienced in complex antitrust class action litigation . . . . they have obtained a significant settlement for the Class despite the complexity and difficulties of this case."
Hon. John R. Padova, *Nichols v. SmithKline Beecham Corp.*, No. 00 Civ. 6222, 2005 U.S. Dist. LEXIS 7061, at *71-72, 79 (E.D. Pa. Apr. 22, 2005)

Leadership Positions

Wexler Wallace is frequently appointed as lead counsel and to plaintiff steering committees in complex, high-stakes litigation. Some of those appointments include:

CASE	COURT	APPOINTMENT
Coordinated Essure® Litigation	TBD	Plaintiffs' Executive Committee
Wolosyzn v. General Mills Inc., No: 0:16-cv-02869	D. Minn.	Plaintiffs' Executive Committee
In re Broiler Chicken Antitrust Litigation No. 16-cv-8637	N.D. Ill.	Liaison Class Counsel
Gibson v. The Quaker Oats Co., No. 1:16-cv-04853	N.D.Ill.	Interim Liaison Class Counsel
Edward Shapiro and Pacific Holistic Dental, INC., v. 3M Company, No. 0:16-cv-02606	D. Minn.	Plaintiffs' Executive Committee
Pension Trust Fund for Operating Engineers v. DeVry Education Group, Inc., et al., No. 16-cv-05198	N.D.Ill.	Interim Liaison Class Counsel
United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund, et. al. v. Allergan, PLC No.: 15-cv-12731	D.C. Mass.	Co-Lead Counsel
Lynch v. Motorola Mobility LLC et al., No. 1:16-cv-04524	N.D. Ill.	Interim Co-Lead Class Counsel
In re Windsor Wood Clad Window Products Liability Litigation, MDL No. 2688	E.D. Wis.	Plaintiffs' Steering Committee
In re VTech Data Breach Litigation, No. 1:15-cv-10889	N.D. Ill	Interim Liaison Class Counsel
In re Nexium (Esomeprazole) Antitrust Litig., 12-md-02409	D. Mass.	Co-Lead Counsel
In re: Fluidmaster, Inc., Water Connector Components Prods. Liab. Litig	N.D. Ill.	Interim Liaison Class Counsel

CASE	COURT	APPOINTMENT
In re Actos End-Payor Antitrust Litigation, Case No. 13-cv-09244	S.D.N.Y.	Interim Co-Lead Counsel
Underwood v. I.F.F.A. Servs., No. 09-390-GPM; Clancy-Gernon Funeral Homes, Inc. v. Merrill Lynch, Pierce, Fenner & Smith, Inc., No. 09-1008-GPM; Pettett Funeral Home, Ltd. v. Merrill Lynch, Pierce, Fenner & Smith, Inc., No. 10-1000-GPM	S.D. Ill.	Lead Settlement Class Counsel
Celebrex Antitrust Litigation No: 14-cv-0395	E.D. Va	Interim Co-Lead Class Counsel
In re Suboxone Antitrust Litigation, MDL 2445	E.D. Pa.	Interim Co-Lead Class Counsel
In re Niaspan Antitrust Litigation, Case No. 13-md-02460	E.D. Pa.	Interim Co-Lead Counsel
In re Kugel Mesh Hernia Patch Products Liability Litigation, MDL No. 1842	D.R.I	Plaintiffs' Steering Committee
Levine v. American Psychological Association, Inc., Case No. 10-cv-01780	D.D.C.	Co-Lead Class Counsel
Roberts v. Electrolux Home Products Inc., Case No. 12-cv-1644	C.D. Cal	Co-Lead Class Counsel
In re Skelaxin (Metaxalone) Antitrust Litigation, MDL No. 2343	E.D. Tenn.	Plaintiffs' Executive Committee
In re Effexor XR Antitrust Litigation, Case No. 11-cv-05661	D.N.J.	Plaintiffs' Executive Committee
In re Flonase Antitrust Litigation, Case No. 08-cv-3301	E.D. Pa.	Plaintiffs' Executive Committee
In re Prograf Antitrust Litigation, Case No. 11-cv-11870	D. Mass.	Plaintiffs' Executive Committee
In re Lipitor Antitrust Litigation, MDL No. 2332	D.N.J	Interim Co-Lead Class Counsel

CASE	COURT	APPOINTMENT
Gomez v. PNC Bank, National Association No. 1:12-cv-1274	N.D. Ill.	Lead Class Counsel
In re Wellbutrin XL Indirect Purchaser Antitrust Litigation, Case No. 2:08-CV-02433-MAM	E.D. Pa.	Co-Lead Class Counsel
Carter v. Allstate Ins. Co., Case No. 02-CH-16092	Cir. Ct. Ill. – Cook County	Co-Lead Counsel
In re Webloyalty.com, Inc. Marketing and Sales Practices Litigation No.: MDL No. 1820	D. Mass.	Co-Lead Counsel
In re C.R. Bard, Inc. Pelvic Repair Systems Products Liability Litigation (MDL No. 2187); In re American Medical Systems, Inc. Pelvic Repair Systems Products Liability Litigation (MDL No. 2325); In re Boston Scientific Corp. Pelvic Repair Systems Products Liability Litigation (MDL No. 2326); In re Ethicon, Inc. Pelvic Repair Systems Products Liability Litigation (MDL No. 2327)	Multiple MDL Cases	Plaintiffs' Steering Committee
Levie v. Sears Roebuck & Co. et al, No. 1:04-cv-7643	N.D.Ill.	Liaison Class Counsel
In re Medtronic, Inc. Implantable Defibrillators Products Liability Litigation, MDL No. 1726	D. Minn.	Plaintiffs' Steering Committee
In re Pet Foods Products Liability Litigation, MDL No. 1850	D.N.J.	Co-Lead Counsel
New England Carpenters Health Benefits Fund v. First Databank, Case No. 1:05-CV-11148	D. Mass.	Co-Lead Class Counsel
In re BP Products North America, MDL No. 1801	N.D. Ill.	Co-Lead Class Counsel
In re Hypodermic Products Antitrust Litigation No.: MDL No. 1730	D.N.J	Co-Lead Class Counsel

CASE	COURT	APPOINTMENT
In re Pharmaceutical Industry Average Wholesale Price Litigation, MDL No. 1456	D. Mass.	Co-Lead Counsel
Nichols v. SmithKline Beecham Corp., Case No. 2:00-CV-06222-JP	E.D. Pa.	Co-Lead Class Counsel
Virginia M. Damon Trust v. Mackinac Financial Corp., f/k/a North Country Financial Corp., Case No. 2:03-CV-0135	W.D. Mich.	Co-Lead Counsel
Stephen A. Ellerbrake and John E. Casey v. Campbell-Hausfeld et al. No.: 01-L-540	Cir. Ct. Ill. – St. Clair County	Co-Lead Counsel

Successes

Since its founding in 2000, Wexler Wallace has achieved millions of dollars in settlements and savings for its clients and consumers. In cases in which the firm has served as Co-Lead Counsel, it has recovered over a billion dollars for its clients. Listed below are some of the firm's representative settlements and verdicts.

SIGNIFICANT RECOVERIES AND VERDICTS

CASE	COURT	RECOVERY
Jammal, et al. v. American Family Insurance, Case No.: 13-cv-00437	N.D. Oh	Unanimous advisory jury verdict; Formal ruling and damages proceeding pending
Huskey v. Ethicon, Case No. 12-cv-0521	S.D.W. Va.	$3.27M (jury verdict)
Roberts v. Electrolux Home Products, Inc., Case No. 12-cv-01644	C.D. Cal.	Settlement valued at more than $35.5M
In re Hypodermic Products Antitrust Litigation, MDL No. 1730	D.N.J.	$22M
New England Carpenters Health Benefits Fund v. First Databank, Case No. 05-cv-11148	D. Mass	$350M settlement with McKesson; $2.7M with FDB and Medispan
In re Pharmaceutical Industry Average Wholesale Price Litigation, MDL No. 1456	D. Mass.	Multiple settlements totaling more than $350M
In re Guidant Defibrillators Products Liability Litigation, MDL No. 1708	D. Minn.	$195M
Underwood v. I.F.F.A. Servs., No. 09-390-GPM; *Clancy-Gernon Funeral Homes, Inc. v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, No. 09-1008-GPM; *Pettett Funeral Home, Ltd. v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, No. 10-1000-GPM	S.D. Ill.	$41.15M

CASE	COURT	RECOVERY
In re Flonase Antitrust Litigation, Case No. 08-cv-3301	E.D. Pa.	$46M
In re OSB Antitrust Litigation, Case No. 06-cv-00826	E.D. Pa.	$120M
In re Air Cargo Shipping Services Antitrust Litigation, MDL. No. 1775	E.D.N.Y.	$85M
In re Pet Food Products Liability Litigation, MDL No. 1850	D.N.J.	$24M
In re Webloyalty.com, Inc. Marketing and Sales Practices Litigation, MDL No. 1820	D. Mass.	Allowed customers to recover up to 100% of unauthorized charges
In re BP Prods. North America, Inc. Antitrust Litigation, MDL No. 1801	N.D. Ill.	$15.25M
In re Medtronic Inc. Implantable Defibrillator Products Liability Litigation, MDL No. 1726	D. Minn.	$75M
Wington v. CB Richard Ellis, Inc., Case No. 02-cv-6832	N.D. Ill.	A favorable settlement that made available monetary relief for eligible claimants, as well as a charitable contribution to the Commercial Real Estate Women Network
In re Pressure Sensitive Labelstock Antitrust Litigation, MDL No. 1556	E.D. Pa.	$46.5M
In re Synthroid Marketing Litigation, MDL No. 1182	N.D. Ill.	$87.4M
Vista Healthplan, Inc. v. Bristol-Myers Squibb Co., Case No. 01-cv-01295	D.D.C.	$135M settlement
Nichols v. Smithkline Beecham Corp. ("Paxil"), Case No. 00-cv-6222	E.D. Pa.	$65M

Practice Areas

Wexler Wallace is a nationally-recognized leader in complex class action and multidistrict litigation, with a commitment to excellence and achieving meaningful relief for its clients. The firm's diverse litigation practice spans the areas of antitrust, business and commercial litigation, consumer fraud litigation, government representation, healthcare litigation, mass torts, securities and corporate governance, and whistleblower and false claims litigation.

ANTITRUST

Unfortunately, individuals and businesses sometimes violate the rules of our market-based system, imposing artificially inflated prices on market participants. Conduct prohibited by state and federal antitrust laws can take the form of illegally-maintained monopolies, price fixing, the improper exchange of competitive information, patent abuses, and other forms of unfair competition.

Wexler Wallace is a leader in private antitrust enforcement, litigating a wide variety of class action cases involving many prominent industries, including the pharmaceutical, entertainment, service rental, lumber, energy, and electronic products industries.

Representative cases in the firm's antitrust practice area include:

IN RE BROILER CHICKEN ANTITRUST LITIGATION, 16-CV-8637 (N.D. ILL.)

Wexler Wallace, along with co-counsel, filed this class action alleging that the nation's largest chicken producers (such as Tyson and Pilgrims) agreed with each other to limit the supply of broiler chickens, in order to raise the prices on chicken and chicken products. The Court appointed Wexler Wallace as Liaison Counsel on behalf of a class of restaurants (and institutions, such as prisons and nursing homes) that purchased the defendants' chicken from a wholesaler. The plaintiffs are seeking to recover damages suffered when they overpaid on purchases of the defendants' chicken. The defendants filed motions to dismiss the case, but in November of 2017 the Court denied those motions almost entirely, issuing a 92-page opinion. The parties are in the discovery phase of the case, which will last into 2019.

FOREST RIVER FARMS V. MONSANTO COMPANY, NO. 4:18-CV-00181 (E.D. MO.)

Wexler Wallace and co-counsel filed this class action case against Monsanto in February 2018, alleging that Monsanto's rollout of genetically modified seeds that are resistant to the herbicide dicamba has created a distorted and monopolized market, manipulated by and susceptible to Monsanto's domination. Genetically-modified ("GM") crops and food are often touted to farmers and the public as

miracle products. But when patented GM technology so changes the economics of agriculture that farmers have no choice but to use it, thus allowing biotech companies to charge monopoly prices and unfairly control the market, it is illegal conduct as alleged in the complaint. Monsanto knew that commercializing dicamba-resistant technology would cause a spike in the use of dicamba, and conspired, agreed, and combined with other major biotech firms to unlawfully dominate the soy and cotton seed market.

UNITED FOOD AND COMMERCIAL WORKERS UNIONS AND EMPLOYERS MIDWEST HEALTH BENEFITS FUND, ET. AL. V. ALLERGAN, PLC NO.: 15-CV-12731 (D.C. MASS.)

Wexler Wallace filed this case against Allergan in June 2015 on behalf of a putative class of end-payors alleging that Plaintiffs and all Asacol end-payors were harmed by defendants' conduct in engaging in an unlawful "product hop." Patients had always paid for the brand name version of Asacol. In July 2013, a generic version was planned for release on the market, but because of the defendant's withdrawal of the drug from the market, a generic version does not exist and consumers are still paying higher prices for similar brand name versions. Wexler Wallace was appointed co-lead counsel. The Hon. Judge Denise J. Casper of the United States District Court District of Massachusetts granted plaintiffs' motion for class certification and denied the defendants' motion for summary judgement. The First Circuit stayed the trial set to begin on January 22, 2018 pending the resolution of Defendants' appeal of the District Court's class certification decision.

IN RE NEXIUM ANTITRUST LITIG., MDL NO. 2409 (D. MASS.)

Wexler Wallace, along with co-counsel, filed this antitrust class action, alleging that defendant AstraZeneca entered into non-competition agreements with a number of generic pharmaceutical manufacturers in order to delay marketing entry of generic versions of its blockbuster drug Nexium. Starting in October 2014, Wexler Wallace participated in a six-week jury trial in the action; it was the first trial of a "reverse payment" antitrust action since the Supreme Court's *Actavis* decision. While the jury made several key findings in favor of the Plaintiffs, it ultimately returned a verdict in favor of defendants AstraZeneca and Ranbaxy. Plaintiffs have since moved for a new trial, and end-payor plaintiffs (represented by Wexler Wallace and others) have moved for injunctive relief.

IN RE LIPITOR ANTITRUST LITIG., MDL. NO. 2332 (D.N.J.)

Wexler Wallace filed this class action against Pfizer Inc. and Ranbaxy Pharmaceuticals Inc., among others, seeking damages and equitable relief on behalf of end-payors of Lipitor and/or its generic bioequivalents for violations of antitrust and consumer protection laws. Plaintiffs allege that, among other things, defendants fraudulently procured a patent covering Lipitor and entered

into an anticompetitive settlement with Ranbaxy in order to keep generic versions of the blockbuster drug off of the market.

NICHOLS V. SMITHKLINE BEECHAM CORP. ("PAXIL"), NO. 00-CV-6222 (E.D. PA.)

Wexler Wallace served as co-lead counsel in this case involving alleged efforts by GlaxoSmithKline, including "sham" patent litigation, to keep generic versions of Paxil off the market. This case is believed to be one of the first, if not the first, to allege misuse of patents to delay generic competition in a pharmaceutical market brought under Section 2 of the Sherman Act (rather than Section 1). The case settled for $65 million.

IN RE EFFEXOR XR ANTITRUST LITIG., NO. 11-CV-5661 (D.N.J.)

Wexler Wallace was appointed to the Indirect Purchaser Class Executive Committee in this antitrust litigation against pharmaceutical manufacturer Wyeth, Inc. regarding its antidepressant Effexor XR. The complaint alleges that Wyeth fraudulently obtained a number of method-of-use patents for Effexor XR and engaged in sham litigation against sixteen potential generic competitors in an effort to protect the Effexor XR monopoly. Plaintiffs further allege that Wyeth entered into an anticompetitive settlement with the first generic ANDA filer, Teva Pharmaceutical Industries, Ltd., and its US subsidiary Teva Pharmaceuticals USA, Inc., which delayed the entry of generic Effexor XR competitors for more than two years.

For more information about the firm's Antitrust Litigation practice, please visit the firm's website, at http://www.wexlerwallace.com/practice-areas/antitrust-litigation/.

BUSINESS AND COMMERCIAL LITIGATION

Confronting well-heeled and well-represented adversaries, Wexler Wallace attorneys represent businesses throughout the country in complex disputes ranging from breach of contract claims to business torts, including fraud, unfair competition, and breaches of fiduciary duty. The firm has represented small businesses on a contingency basis when those businesses were faced with litigating against larger adversaries that engaged in unfair and unlawful conduct.

Although Wexler Wallace attorneys are always prepared to offer zealous advocacy for the firm's clients in state or federal courts, they also have employed creative approaches to successfully handle difficult cases through alternative dispute resolution such as mediation or arbitration. The firm's willingness to extend its services in cases that other firms are unwilling or unable to handle is just another testament to its commitment to positive change.

For more information about the firm's Business and Commercial Litigation practice, including summaries of representative cases, please visit the firm's website, at http://www.wexlerwallace.com/practice-areas/business-commercial-litigation/.

CONSUMER PROTECTION

Wexler Wallace is a national leader in prosecuting consumer protection claims on behalf of both businesses and individuals in state and federal courts throughout the country. The firm has successfully prosecuted cases involving, but not limited to:

// unlawful environmental dumping

// improper Internet "lead generation" practices

// unfair billing practices of telecommunications companies

// mislabeling of dietary supplements

// the sale of defective drugs and household appliances

// unfair payment policies of health insurance companies

// false advertising by Internet service providers

// deceptive practices of social networking sites

// unlawful debt reduction scams

For more information about the firm's Consumer Protection practice, including summaries of representative cases, please visit the firm's website, at http://www.wexlerwallace.com/practice-areas/consumer-protection/.

GOVERNMENT REPRESENTATION

Our state, local, and federal governments are often victims of the same securities and healthcare frauds that are inflicted on businesses and individuals in the private sector. The government is an insurer through Medicare or Medicaid, and therefore overpays when brand name pharmaceutical manufacturers unlawfully suppress generic competition for their drugs. Similarly, government entities are investors with respect to their treasuries and pension plans. Thus, when false and misleading statements are issued by public companies, government entities are entitled to the same securities

fraud damages that are available to private investors. Governments are also owed fiduciary duties in certain circumstances, and are often parties to multi-million-dollar contracts, the breach of which can result in significant damages.

Wexler Wallace helps government entities recover the funds taken from them through the unlawful conduct of others. Ultimately, those funds belong to taxpayers, who are the intended beneficiaries of government services. Wexler Wallace believes that government officials have not only the right, but also the obligation, to try to recover these assets for their constituents.

For more information about the firm's Government Representation practice, including summaries of representative cases, please visit the firm's website, at http://www.wexlerwallace.com/practice-areas/government-representation/.

HEALTHCARE LITIGATION

In the wake of ever-rising healthcare costs, Wexler Wallace is at the forefront of legal action being taken nationwide to challenge wide-ranging fraudulent and unfair conduct in the healthcare industry. Wexler Wallace has prosecuted claims for:

// reporting of fraudulent pharmaceutical prices

// failures to recall defective health devices

// an industry-wide conspiracy to increase the prices of over 400 brand name drugs

// the filing of baseless lawsuits and administrative actions to delay generic drug entry

// a pharmacy's illegal substitution of more expensive versions of generic drugs

Bringing claims under RICO, the antitrust laws, state consumer protection statutes, and more, Wexler Wallace has successfully prosecuted cases against some of the largest companies in the healthcare industry, including McKesson Corp., Becton Dickinson, AstraZeneca, GlaxoSmithKline, Abbott Laboratories, Bristol-Myers Squibb, Johnson & Johnson, and Bayer Corporation.

Wexler Wallace's case against McKesson Corp. for manipulating the reimbursement benchmark for drug purchases resulted in one of the largest, if not the largest, RICO settlements ever.

For more information about the firm's Healthcare Litigation practice, including summaries of representative cases, please visit the firm's website, at http://www.wexlerwallace.com/practice-areas/healthcare-litigation/.

MASS TORT LITIGATION

Wexler Wallace is a nationally-recognized leader in complex mass tort litigation involving defective drugs and medical devices that have injured hundreds or even hundreds of thousands of individuals. The firm investigates and aggressively pursues mass tort claims to promote industry-wide changes intended to benefit the public, prevent future lawsuits, and provide the maximum remedies under the law for those who have been harmed. The firm's lawyers and staff are intimately familiar with the nuances of this complicated practice area and continually track the impact of new technological and scientific developments on mass tort litigation.

To deepen the legal team's medical knowledge and resources and to support those clients who have suffered injuries, Wexler Wallace employs a full-time registered nurse with certification as a Legal Nurse Consultant (LNC). Debbie A. Pritts, RN, LNCC has over twenty-five years of experience and works directly with the firm's clients throughout each stage of the legal process.

For more information about the firm's Mass Torts practice, including summaries of representative cases, please visit the firm's website, at http://www.wexlerwallace.com/practice-areas/mass-tort-litigation/.

SECURITIES AND CORPORATE GOVERNANCE

Over the last few years, we have learned all too well that lack of regulation and oversight can lead to corrupt corporate leadership, lack of transparency regarding the risks of significant investments, and the repeated securitization of the same bad investments.

Wexler Wallace has committed its resources to helping pension plans, governments, and others recover assets lost as a result of the weakness of mortgage-backed securities, auction rate securities, credit swaps, derivative swaps, and overextended securities lending programs. Through its membership in the National Association of State Treasurers, and its increased involvement in institutional finance and investment conferences, Wexler Wallace has catapulted itself to the forefront of this area of

litigation, seeking redress and the recovery of assets lost through gross negligence and breaches of fiduciary duties by those in whom institutional investors placed their trust and confidence.

Securities litigation can often result in changes to corporate governance and policies designed to prevent future misconduct. Wexler Wallace believes the importance of this work cannot be overstated. The firm seeks to ensure that corporate officers and directors fulfill their responsibilities and provide full disclosure and transparency to those buying and selling securities, helping to ensure that our capital markets truly reflect the accurate information that should underlie every commercial transaction.

For more information about the firm's Securities and Corporate Governance practice, including summaries of representative cases, please visit the firm's website, at http://www.wexlerwallace.com/practice-areas/securities-corp-governance/

WHISTLEBLOWER AND FALSE CLAIMS LITIGATION

Under The Federal False Claims Act and state law counterparts, private citizens or "whistleblowers" may sue on behalf of the government for fraud committed against it. This type of fraud costs taxpayers billions of dollars each year. If a case is successful, the government may be able to recover treble damages and civil penalties for each violation and the private citizen or "relator" can receive his or her attorneys' fees and costs, as well as a portion of the funds awarded by the court.

Wexler Wallace is committed to seeing companies and individuals held responsible for fraud against the government and to representing private citizens willing to come forward and expose fraud.

For more information about the firm's Whistleblower and False Claims Litigation practice, including summaries of representative cases, please visit the firm's website, at http://www.wexlerwallace.com/practice-areas/whistleblower-false-claims-litigation/.

Our Professionals

Our legal team consists of professionals with a broad range of experiences and diverse backgrounds. Many of our lawyers serve as leaders in charitable institutions, teach at universities, and are members of national, state, and local bar associations. All of our professionals have earned the respect and admiration of our clients, judges, and co-counsel by the strength of their experience, diverse backgrounds, and overall commitment to excellence.

OUR PARTNERS

The partners of Wexler Wallace have been selected 15 times as "Super Lawyers" and "Rising Stars" in Illinois. Named partners, Kenneth A. Wexler and Edward A. Wallace, are each rated AV® Preeminent™ by Martindale-Hubbell, the highest rating in legal ability and ethics a lawyer can obtain. In addition, they have been named Illinois Local Litigation Stars by Benchmark Plaintiff every year since 2012.

OUR ASSOCIATES

Our associates hail from some of the top schools in the nation and have been recognized for outstanding academic achievement. As law students, Wexler Wallace associates served on the editorial boards of law reviews and journals, received academic honors, acted as student leaders, and participated in a variety of clinical programs to receive real-world legal experience before entering practice. Combined, our associates garnered 17 top of the class CALI awards for the highest grades in their courses and graduated with GPAs that placed them near the top of their respective law school classes.

KENNETH A. WEXLER

MANAGER AND FOUNDING PARTNER

Kenneth A. Wexler, the founder of the firm, is a 1980 graduate of the Georgetown University Law Center. He received a Bachelor of Arts degree in 1977, *summa cum laude*, from Washington University in St. Louis, Missouri.

For over 30 years, Ken has devoted himself to helping those whose rights have been denied, or who have been victims of the unscrupulous or fraudulent actions of others, typically more powerful persons or entities. Founder of Wexler Wallace, Ken was also a founding partner of the firm formerly known as Miller Faucher Cafferty and Wexler LLP. He began his career and was a partner in the Chicago law firm now known as Much Shelist Dennenberg Ament & Rubenstein, PC.

Ken has been in leadership positions in cases with far-ranging subject matters, including brand name manufacturer suppression of competition from generic drugs, fraudulent and deceptive product overcharges, discrimination and harassment, corporate waste and mismanagement, cost recovery for defective medical devices, false advertising, and government fraud. Ken's practice is devoted to complex class action and commercial litigation, which includes a substantial amount of health care litigation, claims brought under federal and state false claims statutes, and cases alleging violations of the securities and antitrust laws. At present, Ken is particularly focused on protecting issuers of municipal bonds, recovering losses for pension funds and other investors that were victimized by unlawful and improvident securities lending practices, and cost-recovery for victims of health care fraud, including Taft-Hartley Funds, self-insured employers, and government entities.

Ken is a member of the Chicago Bar Association, Illinois State Bar Association, Federal Bar Association, American Bar Association, Chicago Council of Lawyers, American Association for Justice, and the Illinois Trial Lawyers Association. He is admitted to the bar in Illinois and is licensed to practice before the Illinois Supreme Court, United States District Court for the Northern and Southern Districts of Illinois, the United States Court of Appeals for the First,

Second, Third, Sixth, and Seventh Circuits, and the United States Court of Appeals for the District of Columbia. With so many of the firm's cases pending in jurisdictions across the country, Ken has also been admitted to practice *pro hac vice* in United States District Courts of California, Connecticut, the District of Columbia, Florida, Maine, Maryland, Massachusetts, Minnesota, Missouri, New Jersey, New Mexico, New York, Ohio, Pennsylvania, South Dakota, Tennessee, Virginia, and Wisconsin.

Along with bar activities, Ken is a fellow of The Roscoe Pound Institute and is a member of the American Constitution Society for Law and Policy, the Center for International Legal Studies, the National Association of State Treasurers, and the Executive Committee of the Civil Rights for the Anti-Defamation League. Ken also volunteers with the Chicago coalition for the Homeless and is a lifetime member of the 100 Club of Chicago.

EDWARD A. WALLACE

PARTNER

Ed joined the firm in February 2000, a little over a month after its founding. Since then, he has helped lead the firm to national prominence. He became a partner of the firm in 2003 and joined Ken Wexler as an equity partner in 2006.

Ed focuses his practice on large scale multi-party complex litigation, and has been asked to serve in leadership positions in numerous high-profile cases, including recent appointments in securities litigation and mass torts. In August 2014, Ed led a trial team that achieved the first verdict involving a transvaginal sling mesh (a device used to treat stress urinary incontinence) in federal court. Wexler Wallace, along with co-counsel, tried this defective mesh product case, securing a $3.27 million verdict for Plaintiff Jo Huskey, a 52-year-old woman who was implanted with the mesh in 2011. Ed has been critical in the development of the firm's mass tort practice, and, in the process, he has gained a national reputation for integrity, efficiency, strategic planning, understanding the relevant science, and achieving success.

Ed's hard work led to his recognition as an Illinois Super Lawyer in 2014 and 2015, an award given annually to no more than 5 percent of lawyers in the state. Ed has an AV® Preeminent™ rating by Martindale-Hubbell, the highest rating a lawyer can obtain, indicating a very high to preeminent legal ability and exceptional ethical standards. Every year since its inaugural edition in 2012, Ed also has been named an Illinois Local Litigation Star by Benchmark Plaintiff.

He is admitted to the bar in Illinois and is licensed to practice before the Illinois Supreme Court, the United States District Court for the Northern and Southern Districts of Illinois, the United States District Court for the Western District of Michigan, the United States District Court for the District of Colorado, and the United States Court of Appeals for the Third and Seventh Circuits. He also has been admitted *pro hac vice* in many courts around the country.

Ed is a member of the American Bar Association and is a

former Consumer Protection Law Subcommittee Newsletter Co-Chair. He also is a member of the Chicago Bar Association, where he is a member of the Class Action Committee, the Illinois State Bar Association, the National Association of Shareholder and Consumer Attorneys, Public Justice, and the American Association for Justice ("AAJ"). Within AAJ, he belongs to the Commercial Law Section, the Product Liability Section, and the Section on Toxic, Environmental and Pharmaceutical Torts. At the AAJ's recent annual convention, Ed was re-elected co-chair for the Kugel Mesh Litigation Group.

Ed is a 1995 graduate of DePaul University College of Law. He received a Bachelor of Arts degree in 1991 from Eastern Illinois University.

KARA A. ELGERSMA

PARTNER

Kara A. Elgersma is a 2000 graduate of Georgetown University Law Center, with Bachelor of Arts Degrees in English and History obtained from the University of Kansas in 1997.

Kara came to Wexler Wallace from K&L Gates LLP, where she was a partner. At K&L Gates, Kara was a member of the Antitrust and Trade Regulation Department, focusing on antitrust litigation, franchising and dealership disputes, class actions and other complex commercial litigation, as well as advising clients on a variety of regulatory matters, including antitrust, FCC, and energy regulatory policies.

Kara's experience includes all aspects of complex commercial litigation. In addition, she is well-versed in arbitration, including pre-hearing case development and management, as well as the conduct of full hearings.

For six months in 2004, Kara was "on loan" to Kraft Foods Global, Inc., Northfield, Illinois, where she directly assisted the Chief Litigation Counsel for the company and handled a wide variety of litigation matters, including small and large product liability claims, general commercial litigation, civil investigative demands, business subpoenas, labor and employment litigation, and bankruptcy matters.

She is admitted to the bars of the Supreme Court of Illinois and Wisconsin, the District of Columbia Court of Appeals, the United States District Courts for the Northern District of Illinois, the District of Columbia, the District of Colorado and the Western District of Wisconsin, the United States Courts of Appeals for the Third, Fourth, Sixth, Seventh, and Tenth Circuits, and the Supreme Court of the United States.

Kara is a member of the American Bar Association, the Illinois State Bar Association, and the District of Columbia Bar Association. She was a Board Member of the Competition Law360 Advisory Board for 2009 to 2010, and she was involved as a Board Member for Girls On The Run of Northern Virginia, as well as a volunteer with Chicago Volunteer Legal Services.

MARK R. MILLER

PARTNER

Mark R. Miller received his J.D. from Loyola University Chicago School of Law in 2004 after graduating from Central Michigan University with a Bachelor of Science in History in 2001.

Over the last decade, Mark has represented both plaintiffs and defendants in all phases of complex litigation—from the investigation and filing of the complaint through discovery, motion practice, class certification, summary judgment, and trial or settlement. Since joining Wexler Wallace in 2006, his practice has included handling a wide variety of consumer protection, antitrust, securities, banking regulation, business, and contractual class action cases. In addition to his background in commercial and consumer litigation, his practice has evolved to focus on products liability mass torts; and he has recently played pivotal roles in the jury trials of several mass tort MDL cases. His work in those cases included working with experts, taking fact and expert witness depositions, participating on bellwether trial teams, and drafting much of the briefing addressing complex discovery, pre-trial, and post-trial motions. In doing so, he has enhanced the firm's reputation and developed solid relationships with judges, co-counsel, and clients alike.

Mark is admitted to the bar of the State of Illinois, the United States Court of Appeals for the First Circuit, and the United States District Courts for the Northern District of Illinois, Southern District of Illinois, and Eastern District of Michigan.

BETHANY R. TURKE

PARTNER

Bethany R. Turke joined Wexler Wallace after practicing in the New York and Chicago offices of Latham & Watkins LLP. Bethany's practice at Latham involved a wide range of civil and criminal litigation matters, including securities litigation, contract disputes, government investigations, and employment matters. She was also very active in Latham's *pro bono* practice, working tirelessly on behalf of clients facing various immigration, employment, and housing discrimination issues. Before joining Latham & Watkins, Bethany served as a law clerk to the Honorable Cheryl L.

Pollak of the United States District Court for the Eastern District of New York. She received her J.D. from Harvard Law School in 2006.

Bethany is actively involved on cases in a number of Wexler Wallace's practice specialties, including the firm's antitrust, healthcare, and consumer protection practice areas.

JUSTIN N. BOLEY

PARTNER

Justin's principal area of practice is complex class action litigation in antitrust matters. Since joining the firm, he has been heavily involved with virtually all of the firm's pharmaceutical antitrust cases, including, among others: In re Nexium (Esomeprazole) Antitrust Litigation, In re Wellbutrin XL Antitrust Litigation; In re Prograf Antitrust Litigation, In re Lipitor Antitrust Litigation, In re Effexor Antitrust Litigation, In re Androgel Antitrust Litigation, and In re Skelaxin (Metaxalone) Antitrust Litigation. He has also worked on antitrust cases involving price-fixing in international commodities markets and manipulation of benchmark interest rates, and he has taken the lead on investigations into the cartelization of the credit derivatives market and price-fixing among online travel sites and hotels.

Justin came to the firm after attending school abroad and obtaining a Master's Degree in International Relations. During law school, Justin's focus on corporate law, finance, and complex litigation earned him numerous top-of-the-class academic honors; he was awarded CALI Awards in Antitrust, Contracts, Legal Analysis, Research, and Writing III, Commercial Arbitration, Natural Resource Law, and Legal Profession (Ethics). Justin was a member of the Public Interest Law Committee at DePaul College of Law for three years. He also worked as a member of the New Media Team in President Obama's Presidential campaign headquarters in Chicago, where he helped facilitate the online organizing efforts of grassroots groups nationwide.

Justin is admitted to the bar of the State of Illinois, Western District of Wisconsin, United State Court of Appeals, Seventh

Circuit, and the United States District Court for the Northern District of Illinois.

THOMAS A. DOYLE

OF COUNSEL

Thomas A. Doyle came to Wexler Wallace in the spring of 2012. Prior to joining Wexler Wallace, Tom was a principal of Thomas A. Doyle Ltd., where he focused his practice on antitrust and employment litigation. He has litigated class and other complex litigation in state and federal courts throughout the United States, recovering millions of dollars for his clients.

Tom has been able to pursue claims efficiently and effectively, helping large groups of people recover for injuries that they have suffered from unlawful conduct by others. His appointed positions and representative matters include *In re TFT-LCD (Flat Panel) Antitrust Litigation*, *In re TransUnion Corp. Privacy Litigation*, and *Gomez v. PNC Bank.*

As a result of his work, he is often asked to lecture and write articles on topics relating to class litigation as well as alternative dispute resolution. Tom has been a lecturer, moderator, and panelist at several conferences, including the Annual Meetings of the ABA's Committee on Alternative Dispute Resolution, The University of Louisville's 29th Annual Labor & Employment Law Institute, and the ABA Section of Labor & Employment Law's National CLE Conferences.

He is admitted to the bars of the Supreme Court of Illinois, the United States District Court for the Northern District of Illinois (including the Trial Bar), the United States Court of Appeals for the Seventh Circuit, and the Supreme Court of the United States.

Tom is a member of the American Bar Association and recent co-chair of the Committee on Alternative Dispute Resolution, Section of Labor & Employment. He is also a member of the Chicago Bar Association and the Illinois State Bar Association. He recently served as a Director of the Chicago Bar Foundation, and he is an active member of the CBF's *Cy Pres* Committee. He serves on the Board of Directors of

Latinos Progresando (a community service agency in Chicago's Little Village neighborhood).

He is a 1990 graduate of the University of Illinois College of Law, with a Bachelor of Science Degree obtained from Bradley University.

TIMOTHY E. JACKSON

ASSOCIATE

Timothy E. Jackson began work at Wexler Wallace as a summer associate while in law school. Tim received his J.D. from The Ohio State University Michael E. Moritz College of Law in 2010, where he was a Managing Editor on The Ohio State Journal on Dispute Resolution. He received his M.S. in Psychology from Tulane University in 2007 and his B.S. in Psychology from Tulane in 2006. Tim's primary practice areas at Wexler Wallace are medical device litigation, product liability law and mass tort litigation.

TYLER J. STORY

ASSOCIATE

Beginning in law school, Tyler has focused his attention towards antitrust litigation. While a student at Pennsylvania State University, he held two antitrust research assistant positions: one in which he explored issues of indirect purchaser standing in state antitrust suits, the other in which he focused specifically on the application of antitrust law and economics in the pharmaceutical industry

Since joining Wexler Wallace, Tyler has been actively involved in various aspects of litigation concerning brand name manufacturer suppression of competition from generic drugs.

TANIA E. YUSAF

ASSOCIATE

Tania practices in the area of mass tort litigation, focusing primarily on transvaginal mesh multidistrict litigation. She has prepared deposition examinations for high-level company witnesses, drafted a number of pre-trial briefs, and implemented trial strategy as part of the transvaginal mesh

trial team.

Tania joined Wexler Wallace after working as a health care regulatory analyst, a position in which she assisted hospitals and health plans in complying with Medicare, Medicaid, the Health Insurance Portability and Accountability Act (HIPAA), and the Affordable Care Act. She also previously worked at the American Academy of Pediatrics (AAP) helping AAP state chapters further anti-tobacco initiatives, including restrictions and bans involving electronic cigarettes, smokeless tobacco, tobacco sales, and smoking in cars with children. During her time as an LL.M. student, Tania externed with the American Medical Association (AMA), where she drafted white papers and issue briefs on a number of topics, including a brief on state health insurance exchanges featured at the 2010 AMA State Legislative Strategy Conference.

BRYAN D. PASCIAK

ASSOCIATE

Bryan received his J.D. from Notre Dame Law School, where he graduated with honors and was the recipient of the International Academy of Trial Lawyers Award. Prior to joining Wexler Wallace, Bryan practiced at a civil litigation law firm in Pittsburgh, where he assisted in representing clients in all stages of complex civil litigation. Before practicing law, Bryan gained valuable experience and insight as an intern for state and federal court judges, the Financial Industry Regulatory Authority, and plaintiff and defense law firms.

At Wexler Wallace, Bryan applies his skills and experience toward assisting with cases that span many of the firm's practice areas, including antitrust litigation, business and commercial litigation, securities and corporate governance, and whistleblower-false claims litigation.

ANDREW D. WELKER

ASSOCIATE

Andrew joined Wexler Wallace in the spring of 2017, from Katten Muchin Rosenman LLP, bringing with him a deep background in commercial litigation, healthcare fraud, and Corrupt Organizations Act (RICO) matters. Andrew has extensive experience representing multi-billion dollar corporations, mid-sized companies, and individuals in complex legal matters of fraud, class actions, contract disputes, copyright infringement, and product liability litigation. His contributions to the firm include work on numerous antitrust, mass tort, business and commercial, and healthcare litigation cases.

Andrew received his J.D. from Washington University in St. Louis School of law. He also attended the University of Missouri for his B.A., where he graduated cum laude.

LAUREN C. KAPLAN

ASSOCIATE

Lauren joined Wexler Wallace in the fall of 2017, where she uses her experience in medical malpractice, professional negligence, and commercial litigation to assist with the firm's numerous mass tort cases.

Lauren received a Bachelor's of Science in Public Affairs from Indiana University in 2011. Since receiving her J.D. from Chicago-Kent College of Law in 2014, Lauren has focused her career on helping clients who had been the victims of negligence, medical and professional carelessness, fraud, and similar legal disputes.

Lauren has been deeply involved with all aspects of the legal process throughout her career. From co-drafting an Illinois Supreme Court brief to sitting second chair in a negligence trial that secured a multi-million dollar jury verdict, Lauren possesses a keen legal mind and a desire to seek justice for her clients.

RICHARD L. MILLER II

OF COUNSEL

Richard L. Miller II specializes in commercial litigation and class action cases. He has advised multi-billion dollar clients and litigated disputes involving contracts, real estate, insurance coverage, creditors' rights, products liability, trademarks, and employment law. He has also represented consumers in various cases that resulted in tens of millions of dollars being distributed to class members.

Early in his career, Richard served as a prosecutor for Champaign County, Illinois. In a little over two years, he litigated approximately 50 jury trials, as well as innumerable bench trials. He prosecuted four murder cases, two of which resulted in pleas and two of which went to trial, resulting in guilty verdicts and sentences of 45 and 55 years. Richard once conducted five jury trials, back-to-back, and obtained guilty verdicts in all five cases.

Richard is an Adjunct Professor at the Northwestern School of Law where he has taught Trial Advocacy since 2005 and Advanced Trial Advocacy since 2013. Further, in his role as an arbitrator, Richard presides over proceedings litigated by others. Richard was an arbitrator for the Cook County Mandatory Arbitration program for two years. Since 2008, Richard has considered evidence and arguments, and decided cases, as an arbitrator for the American Arbitration Association.

DEBBIE A. PRITTS

LEGAL NURSE CONSULTANT

Debbie A. Pritts, R.N., LNCC is a Registered Nurse with more than 20 years of clinical experience in Oncology, Med-Surg, Endoscopy, Ambulatory/Outpatient Care, Orthopedics, Ophthalmic Laser, Home Health and Utilization Review. She has been certified in BLS (Basic Life Support), ACLS (Advanced Cardiac Life Support) and Chemotherapy Administration. Debbie achieved the status as Legal Nurse Consultant Certified (LNCC) through the American Association of Legal Nurse Consultants (AALNC) in November 2005. LNCC certification is designated after

successfully meeting the requirements through examination and experience that validate qualifications, knowledge, and practice in the field of legal nurse consulting. LNCC is the only legal nurse consulting credential recognized by American Association of Legal Nurse Consultants and accredited by the American Board of Nursing Specialties (ABNS).

Debbie has experience in Product Liability, Medical Malpractice, Personal Injury, and Workers Compensation. Debbie is a member of the American Association of Legal Nurse Consultants and the West Virginia Upper Ohio Valley Chapter of the AALNC, presently serving as the chapter's president. She has been a Member of the Board of Directors since 2005, serving as a past Treasurer and is Chair of the Website Committee. Additionally she is a founding member of the WV Bar Association, Legal Nurse Consultant Section.

She works directly with clients of Wexler Wallace, from the first time they contact the firm, through trial. Her expertise and passion for the job has provided the firm's clients with the service they deserve.