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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

SCOTT GILMORE, et al.,

Plaintiffs,

vs.

MONSANTO COMPANY,

Defendant.

MDL No. 2741

Case No. 3:21-cv-08159

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND CERTIFICATION OF
CLASS FOR PURPOSES OF SETTLEMENT**

Date: Jan. 12, 2023

Time: 2:30 p.m.

Place: Via Zoom Webinar

Judge: Hon. Vince G. Chhabria

NOTICE OF MOTION AND MOTION

PLEASE TAKE NOTICE THAT on January 12, 2023, at 2:30 p.m., via Zoom Webinar ID: 161 285 7657, Password: 547298, Plaintiffs Scott Gilmore, James Weeks, Paul Taylor, Sherry Hanna, Amanda Boyette, Julio Ezcurra, Anthony Jewell, and Kristy Williams (collectively, “Plaintiffs”) will and hereby do move this Court pursuant to Federal Rules of Civil Procedure, Rule 23, for an order granting final approval of the proposed Second Amended Class Action Settlement Agreement and exhibits thereto (the “Settlement”)¹, reached in this case in February 2021.²

Plaintiffs respectfully move for entry of an order which: (1) grants final approval of the Settlement; (2) finally certifies the Settlement Class; (3) orders Defendant Monsanto Company to comply with the relief described in the Settlement; (4) authorizes the Claims Administrator to administer the settlement benefits to the Settlement Class Members who submitted valid claims; (5) overrules any objections to the Settlement; (6) authorizes the entry of a final judgment of the Action provided for in the Settlement; (7) awards service awards to the Plaintiffs in the amount of \$5,000 each; and (8) awards attorneys’ fees of \$11,250,000 plus reimbursement of expenses of \$210,888.

This Motion is based on this Notice and Motion, the Memorandum of Points and Authorities below, the declarations of Gillian L. Wade and Brandon Schwartz and evidence filed concurrently herewith, the [Proposed] Order submitted herewith, the previously-filed motion for preliminary approval and accompanying documents, declarations, and briefing, including the oppositions to the motion and the motion for discovery, the previously-filed Motion for Attorneys’ Fees, Costs, and Incentive awards and accompanying documents and declarations, and the November 14, 2022 letter to the Court (Dkt. Nos. 97, 99, 101, 116, 105, 106, 108, 109, 110, 116,

¹ Unless otherwise stated, all capitalized terms refer to the terms defined in the Second Amended Class Action Settlement Agreement, attached to ECF No. 94-1 at pages 18 to 57.

² Following a successful mediation in February 2021, the original Settlement Agreement was signed in June 2021, and subsequently amended.

118, 120, 122, and 124), the complete file and record in this action and the Related Actions described in section A(46) of the Settlement, and any other such information, evidence, and argument as the Court may consider. Defendant Monsanto Company (“Monsanto”) does not oppose this motion.

Per the Procedural Guidance for Class Action Settlements, “Final Approval Rule 1, CLASS MEMBERS’ RESPONSE”, Plaintiffs further note the following regarding the Settlement Class certified in the Court’s June 21, 2022 Order Granting preliminary approval:

1. The Agreement and Notice Plan did not require mail notice of the Settlement. However, 154 individuals requested notice or claim packets by mail. Of those, 3 were undeliverable. *See* concurrently-filed Declaration of Brandon Schwartz (“Schwartz Decl.”), ¶ 22.

2. In addition to the other forms of notice (print publication notice, digital banner notice online, digital newsletters, television, sponsored search advertising, third-party class action settlement website and related opt-in digital newsletter, and Press Release), the Claims Administrator purchased a list of approximately 3,500,000 email addresses of individuals that have an interest in lawn and garden maintenance, many of whom are likely Settlement Class Members. The number of undeliverable E-Mail notices was approximately 906,130, and, ultimately, the email notice was successfully delivered to 2,845,608 email addresses. *See* concurrently-filed Declaration of Brandon Schwartz (“Schwartz Decl.”), ¶¶ 16-18.

3. Class Members submitted between 226,268 and 230,097 net valid claims worth between \$12,710,305.50 and \$14,209,643.50.³ Schwartz Decl. ¶ 32.

4. Only seven Class Members opted out of the Settlement. *See* Schwartz Decl. ¶ 39.

³ The actual value will depend on the Claims Administrator’s review of certain claims yet to be reviewed and deficient claims (claims submitted with product values exceeding the threshold [one Product for each year of the Class Period] and/or with claimed purchases of the three Products that require proof of purchase, for which the documents submitted by the claimant did not substantiate the products claimed). Schwartz Decl. ¶ 33. Deficient claims have been sent a deficiency notice and provided an opportunity to cure the defect. *Id.*

5. As of the date of this motion, except for the objections to preliminary approval that this Court has already considered and overruled, no objections have yet been filed. Neither Class Counsel nor the Settlement Administrator are aware of any members of the Settlement Class who objected to or commented on the Settlement in writing, pursuant to the process for such objections set forth in the Settlement Agreement or otherwise. Agreement § K; PA Order ¶ 15. *See* Schwartz Decl. ¶ 40, and concurrently-filed Declaration of Gillian L. Wade in Support of Plaintiffs’ Motion for Final Approval (“Wade Decl.”) ¶ 3. Another week remains for Settlement Class Members to file objections.

Dated: November 28, 2022

By: /s/ Gillian L. Wade

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INTRODUCTION

After nearly two years of hard-fought litigation in numerous lawsuits over the allegedly misleading marketing of Roundup® weedkiller products against Monsanto Company (“Defendant”) and retailers of the Products, the Parties reached this nationwide settlement resolving and releasing the claims asserted in eighteen cases brought in federal and state courts throughout the country. In the retailer cases, Plaintiffs sought to hold retailers of Roundup® accountable under state consumer protection statutes for promoting and knowingly placing a dangerous product in the stream of commerce without providing any warnings to consumers. This swath of cases all served as part of a broad and coordinated litigation strategy that ultimately brought Monsanto to the bargaining table. The Parties engaged in discovery and extensive briefing on an array of complex issues. The novel retailer cases placed significant financial and reputational pressure on Monsanto, and the strategy—executed through the hard work of Class Counsel and Plaintiffs’ Counsel—was ultimately successful, leading to the proposed Settlement now before the Court.

The Settlement provides an excellent benefit to the Settlement Class. Under the terms of the Settlement, Monsanto agreed to pay total cash consideration in the amount of no less than \$23 million (the “Floor”) and no greater than \$45 million (the “Ceiling”), used to pay Settlement Class Members who made valid claims, notice costs, claims administration expenses, incentive awards, and attorney’s fees and expenses. As of the date of this filing, and assuming Plaintiffs’ Motion for Fees, Costs, and Service Awards is granted, the cash consideration paid by Monsanto will be between \$25,038,156 and \$26,537,494, securely within the Settlement’s Floor / Ceiling. Class Members who filed valid claims will receive two-thirds of Plaintiffs’ estimate of best-case damages—and many times more than Monsanto’s expert’s estimate of damages—with the average payout per Class Member expected to be over \$50.00 each. If the Floor is not reached, Settlement Class Members who made valid claims will receive individual payments adjusted upward on a *pro rata* basis. Had the Ceiling been exceeded (it was not), then individual payments would be adjusted downward on a *pro rata* basis. *Id.* § D(2). Class Members will retain their right to sue if they

currently have or later develop cancer as a result of exposure to the Products. There is no injunctive relief component to the Settlement.

On June 22, 2021, after significant briefing (including objections to Plaintiffs' Motion for Preliminary Approval and responses thereto), a hearing, and due consideration, the Court granted preliminary approval of the Settlement, finding the settlement appeared to be fair, reasonable and adequate. Dkt. No. 121 (the "Order"). Nothing has changed that should affect the Court's ruling on final approval. The robust Notice Plan has been successful, Class Members will receive significant cash awards, and their reaction has been overwhelmingly positive.

Upon entry of the Order, the Claims Administrator began to implement the Notice Plan, and it has now been completed in accordance with the Order. As directed, Class Notice was provided through email, print advertisements, television, the Internet (including banner ads and online newsletters), and a press release. The deadline to make a claim or opt-out was October 19, 2022 and Class Members have until December 5, 2022 to file an objection.

The reaction of the Settlement Class has been overwhelmingly positive. They have submitted at least 226,268 valid claims, while only seven opt-outs have been received. With a week remaining to file objections, to date, none have been received except for the two objections raised at preliminary approval.

The Settlement provides an excellent benefit to the Settlement Class. Plaintiffs respectfully submit that the Settlement readily meets Federal Rule of Civil Procedure 23(e)'s requirements and the Ninth Circuit's standards for fairness, reasonableness, and adequacy. This Court should therefore grant final approval.

HISTORY OF THE LITIGATION

A. BACKGROUND

This matter arises from Plaintiffs' allegations that Monsanto and/or various retailers engaged in misleading marketing, labeling, and/or sale of the Lawn and Garden herbicide Roundup®. *See generally*, Second Amended Complaint, Dkt. No. 22 ("SAC"). At issue was the

Products’⁴ active ingredient glyphosate and its suspected carcinogenic properties. *Id.* ¶¶ 2-3, 7. The Plaintiffs all allege economic loss arising from the Products’ misleading marketing and labeling due to alleged omissions regarding potential health risks, including the ongoing dispute as to whether they may cause cancer. *See id.* ¶ 6 (“Despite Monsanto’s knowledge of Roundup®’s potential carcinogenicity, Monsanto has failed to convey this information to consumers in its promotion, marketing, advertising, distribution, labeling, and sale of Roundup®.”); *see also id.* ¶¶ 161, 170.

In response, Monsanto and the retailer-defendants pointed to scientific studies and regulatory findings they contend show glyphosate is not carcinogenic and does not pose any unreasonable risks to human health. Therefore, they argued, cancer warnings on the Products are unwarranted and/or improper. Glyphosate’s disputed carcinogenic quality aside, the defendants also asserted preemption defenses because the Products and their labels were registered by the U.S. Environmental Protection Agency. The retailer-defendants have further contended they are not responsible for Monsanto’s disclosures one way or the other, and if Monsanto is not required to warn, then they cannot be required to warn.

1. Litigation History

The Settlement proposes a nationwide resolution to numerous lawsuits over the allegedly misleading marketing of the Products against Monsanto and/or retailers of the Product. Settlement, Dkt. No. 94-1, Ex. 1 at 1, 2, 6, 21-22. Specifically, the Settlement resolves and releases the claims asserted in eighteen cases brought in federal and state courts throughout the country since July 2019. *Id.*

For purposes of brevity, this memorandum does not provide exhaustive procedural histories of each individual action, with Plaintiffs respectfully referring the Court to the chart attached at Appendix A to their Motion for Preliminary Approval, summarizing each case’s procedural history. Dkt. No. 94 at App’x A. As explained herein, this swath of cases all served as part of a broad and

⁴ The term “Products” are defined in Exhibit A of the Settlement.

coordinated litigation strategy aimed at holding not only Monsanto accountable for its conduct, but also holding the retailers that sell Monsanto's Roundup products accountable under state consumer protection statutes for actively promoting and knowingly placing dangerous products in the stream of commerce without providing any warnings to consumers. *See infra* § II(C). The most significant procedural developments are summarized below.

Class Counsel began filing retailer cases (the strategic significance of which is explained *infra*, § II(C)) in July 2019. One of those cases, filed against Home Depot, saw significant motions practice and discovery, including Home Depot's production of tens of thousands of pages of documents, the plaintiff's responses to written discovery, and many Rule 37 conferences. Wade Decl. ¶¶ 4⁵; *see also* Dkt. No. 94 at App'x A (summarizing *Weeks v. Home Depot*, No. 19-6780 (C.D. Cal. filed Aug. 5, 2019)).⁶

After filing a series of cases against retailers, Plaintiff's Counsel⁷ in February 2020 filed *Ezcurra*. Originally filed in Florida state court and removed to the Southern District of Florida,

⁵ References herein to "Wade Decl." refer to the declaration of Gillian Wade in Support of Final Approval filed concurrently herewith. Likewise, references to the "Schwartz Decl." refers to the declaration of Brandon Schwartz filed concurrently herewith. References to the "Wade MPA Decl." and "Oster MPA Decl." refer to the declarations submitted by Class Counsel in support of the Motion for Preliminary Approval, and the "Rosenthal MPA Decl." refers to the declaration submitted by defense counsel in support of preliminary approval. *See* ECF. Nos. 94-1, 94-2 and 94-3.

⁶ *Weeks* prevailed on certain issues on Home Depot's second motion to dismiss. The court found the case was not expressly or impliedly preempted and that a retailer could be liable under California's Unfair Competition Law for knowingly selling a dangerous product without informing consumers of the dangers. *Weeks*, 2020 U.S. Dist. LEXIS 188369, at *5-21 (C.D. Cal. Sept. 18, 2020) (allowing *Weeks* to "conduct discovery with respect to the scope and extent of defendant's knowledge regarding the health risks to consumers posed by Roundup"). Although the case was later dismissed with prejudice on narrow Proposition 65 grounds, *Weeks* has filed his opening brief on appeal and the matter remains pending before the Ninth Circuit. Wade Decl. ¶ 5. Notably, *Weeks* is the *only* retailer case that was dismissed with prejudice, and all others were voluntarily dismissed only *after* a settlement was reached (or well before for strategic reasons). *See id.* at ¶ 6 (discussing cases).

⁷ Southern Atlantic Law Group, PLLC filed the original complaint against Monsanto on behalf of *Ezcurra* in Florida state court. After the case was removed to federal court, MJFW was retained and appeared in the matter.

Ezcurra sought to represent a class of Florida Roundup® purchasers. Second Am. Compl., *Ezcurra v. Monsanto Co.*, No. 20-80524 (S.D. Fla. Dkt. No. 30) at ¶¶ 116-19. Monsanto moved to dismiss the initial complaint in April 2020. As part of their litigation strategy, in the leadup to Monsanto’s brief deadline, Class Counsel filed additional cases against two retailers. *See* Dkt. No. 94 at App’x A (summarizing *Fagundes* and *Taylor*).

Monsanto’s motion to dismiss in *Ezcurra* led to several amendments to the pleadings and months of motion practice. Wade MPA Decl. ¶ 5. With Monsanto’s motion still pending, the Parties in May 2020 conducted a Rule 26(f) conference, filed a Joint Discovery Plan, and commenced discovery. *Id.* Additional retailer cases were filed soon thereafter. *See* Dkt. No. 94 at App’x A (summarizing *Hanna* and *Williams*).

The Parties in *Ezcurra* exchanged written discovery between May and July 2020. Monsanto responded to interrogatories, requests for admission, and requests for production, and it produced thousands of pages of documents, including sales data and final product labeling. Wade Decl. ¶ 7. Ezcurra responded to lengthy interrogatories and produced documents. *Id.* The Parties also served notices of deposition and began negotiating the scope of those depositions. *Id.* Expert discovery also began, the import of which is discussed below. *See infra* § II(D).

Shortly before Monsanto’s expert disclosures were due, and with depositions set to commence,⁸ the court granted Monsanto’s motion to dismiss on the ground that Florida’s safe-harbor provision⁹ barred Ezcurra’s claims (without addressing the merits of Monsanto’s other arguments). *Ezcurra v. Monsanto Co.*, No. 20-80524, 2020 WL 5491428, at *1 & n.1, *66 (S.D. Fla. Aug. 7, 2020). An appeal followed, which was fully briefed but later stayed by the Eleventh

⁸ *Ezcurra* was dismissed just one business day before depositions were scheduled to begin. Although the depositions never went forward, the parties were obviously prepared for them. Wade MPA Decl. at ¶ 9. Plaintiffs had also prepared a Motion for Class Certification that was due one week after the case was dismissed. Such preparation was necessary, given that trial was set for December 7, 2020.

⁹ *See* Fla. Stat. § 501.212(1) (providing that the Florida Deceptive and Unfair Trade Practices Act does not apply to “any act or practice required or specifically permitted by federal law.”)

Circuit pending approval proceedings in this action. *See Order, Ezcurra v. Monsanto Co.*, No. 20-13341-A (11th Cir. Sept. 3, 2021).¹⁰

The *Gilmore* action, which ultimately served as the vehicle for a nationwide settlement, was filed in August 2020. Mr. Gilmore sued only Monsanto—already under tremendous pressure from its retailer customers (*see infra* § II(C))—on behalf of himself and a putative class of “[a]ll persons who purchased at least one Product in the United States since August 19, 2017.” ECF. No. 1 ¶ 111.¹¹ He alleged that Monsanto violated the Delaware Consumer Fraud Act (“DCFA”) by promoting, marketing, advertising, distributing, labeling, and selling Roundup® Products without disclosing that they may cause cancer. *Id.* ¶¶ 131-32. Gilmore sought certification of a nationwide class under Rule 23(b). *Id.* ¶¶ 111, 139, 140, 142.

On December 3, 2020, Monsanto moved to dismiss Gilmore’s initial Complaint on several bases. *See* Dkt. No. 10, 11. Among other things, Monsanto argued Gilmore’s claim was foreclosed by *In re Johnson & Johnson Talcum Powder Prod. Mktg., Sales Pracs. & Liab. Litig.*, 903 F.3d 278, 283, 285 (3d Cir. 2018) (plaintiff must plead facts permitting a determination “that the economic benefit she received in purchasing the [product at issue] was worth less than the economic benefit for which she bargained”). *See* Dkt. No. 11 at 7-9. Gilmore responded by filing his First Amended Complaint on January 12, 2021. *See* Dkt. No. 14. Recognizing *Johnson & Johnson*, Gilmore alleged that he and the members of the putative class “paid a price premium for the [Roundup®] Product” and, “but for Defendant’s omissions, the actual price Plaintiff and Class

¹⁰ If the proposed Settlement is not approved, Ezcurra will move forward with his appeal. Wade MPA Decl. ¶ 9.

¹¹ Gilmore originally filed a complaint asserting a similar claim against Monsanto in the District of Oregon in July 2019 (Case No. 19-1123). While Gilmore did originally file in Oregon, his ultimate objective was to pursue nationwide class certification. Indeed, Delaware is a more suitable forum for purposes of certifying a nationwide class because Monsanto is incorporated there, and the Court has jurisdiction over non-resident class members’ claims. *See Bristol-Myers Squibb Co. v. Superior Court*, 137 S. Ct. 1773, 1783 (2017) (“out-of-state plaintiffs [not prevented] from joining together in a consolidated action in the States that have general jurisdiction over [defendant]”). If this strategy resulted in the Delaware District Court finding Gilmore could not proceed under the DCFA, he could and would have amended the complaint to assert claims under Oregon law.

Members paid would have, and should have, been less.” Dkt. No. 14 ¶¶ 109, 110. Monsanto moved to dismiss the FAC on January 26, 2021, which was fully briefed by the Parties. ECF Nos. 15, 16.

2. Plaintiffs’ Multi-Faceted Litigation Strategy Brings Monsanto to the Table

This Action and the Related Actions did not exist in a vacuum. Rather, they were part and parcel of a coordinated litigation strategy not only to hold Monsanto accountable for its conduct, but also holding the retailers that sell Monsanto’s Roundup products accountable under state consumer protection statutes for actively promoting and knowingly placing dangerous products in the stream of commerce without providing any warnings to consumers.

The novel cases against retailers had a significant impact on Settlement, placing financial and reputational pressure on Monsanto. *See, e.g.*, Rosenthal MPA Decl. at ¶ 4. In addition to responsibility for the retailers’ defense costs, Monsanto faced significant legal exposure from the retailers, which could assert contractual and/or common-law indemnity claims against Monsanto should they be found liable. Rosenthal MPA Decl. at ¶ 4 (explaining, “the related actions also created significant monetary exposure for Monsanto, as it had obligations to indemnify each of the retailers named in these actions for defense costs and for any liability that the retailers may have incurred”).

The strategy—executed through the hard work of Class Counsel and Plaintiffs’ Counsel—was ultimately successful, leading to the proposed Settlement that now sits before the Court.

3. Plaintiff Entered Mediation with a Wealth of Information

As the litigation history illustrates, the Parties—through discovery and extensive briefing on an array of complex issues—were well apprised of the strengths and weaknesses of the cases before engaging in settlement talks. Wade MPA Decl. ¶ 36; Wade Decl. ¶ 10. This was further underscored by briefing occurring during the time settlement discussions were underway,¹² creating further risks for both parties which facilitated settlement.

¹² Class Counsel continued prosecuting the Related Actions and appealed *Ezcurra* to the Eleventh Circuit. Wade Decl. ¶ 9. Although Class Counsel continue to believe the merits of the Related Actions were strong, Plaintiffs encountered several roadblocks after this case was filed.

Also key was the expert discovery in the *Ezcurra* case. Wade MPA Decl. ¶ 7. Class Counsel retained D.C. Sharp, Ph.D., an economic expert and formerly tenured Associate Professor of Economics and Business Advisory Council Research Professor at the University of Southern Mississippi. Wade MPA Decl. at ¶ 7, Ex. 2 (“Sharp Report”) ¶¶ 4-5. Ezcurra produced the Sharp Report under Rule 26(a)(2), which measured class-wide damages under a price premium model. *Id.* Dr. Sharp prepared a hedonic-regression analysis estimating the impact of the alleged failure to warn of Roundup’s cancer risk. *Id.* App. B. Dr. Sharp concluded that consumers had paid a price premium of 31% more than what they would have been willing to pay for a similar product that disclosed a carcinogenic active ingredient. *Id.* ¶¶ 28-31. Applied to Monsanto’s estimated \$2.66 billion in sales (*see* Rosenthal MPA Decl. ¶ 12), Class Counsel estimated its best-case damages at trial to be approximately \$825 million.

Notably, Dr. Sharp’s analysis was *not* prepared in support of this Settlement, but was submitted as part of Plaintiffs’ expert disclosures in the *Ezcurra* action. In that adversarial posture, Plaintiffs had every incentive to calculate the maximum potential recovery. This further legitimizes Class Counsel’s calculation of the ‘best-case’ recovery at trial of approximately \$825 million, assisting the Court with its assessment of the Settlement. This is not a case where the parties arbitrarily agreed to a number for the purpose of negotiation.

Monsanto, meanwhile, had its own expert analysis. Applying market simulation analysis and survey data, Dr. Kristina Shampanier—who holds a Ph.D. in Business Management Science and Master’s degrees in both Mathematics and Economics—“determined that there was no *statistically significant* price difference between a Roundup® product that does not include [a long or short warning statement that the Product contains a probable carcinogen] and one that does.” Rosenthal MPA Decl., Ex. A at 8-12 at ¶¶ 2, 5, 11 (emphasis in original). According to Dr.

Id. Between September 2020 and January 2021, courts dismissed, with leave to amend, complaints in three Related Actions: *Weeks v. Home Depot*, *Taylor v. Costco*, and *Hanna v. Walmart*. *Id.* And, in December 2020, the court dismissed Weeks’ claim with prejudice. Order Granting Def.’s Mot. to Dismiss Pltfs.’ Second Am. Compl. (Dkt. No. 77), *Weeks v. Home Depot U.S.A., Inc.*, No. 2:19-cv-06780-JWH-AS (C.D. Cal. Dec. 16, 2020) (“*Weeks* Dismissal Order”).

Shampanier’s analysis, “the average estimated price premium (difference in price) for a Roundup® product that does not include the Long Warning Statement relative to a Roundup® product that includes the Long Warning Statement is 1.5%[.]” *Id.* ¶ 11.

There was therefore a risk that—even if Plaintiffs were to prevail on liability—the Class recovery may be a fraction of what Dr. Sharp had estimated.¹³ As this Court observed, “there is a real risk that the plaintiffs would not be able to demonstrate that they are entitled to any damages as the ‘price premium’ calculation would be heavily contested.” Order Granting Preliminary Approval, Dkt. No. 121 (“MPA Order”), at ¶ 5 (language added by Court).

The work done in the Related Cases—discovery, the expert analysis, and briefing on complex issues, including class certification—contributed significantly to the Settlement.¹⁴ Wade Decl. ¶ 11.

4. Mediation and the Proposed Settlement Resolves All of the Actions

In February 2021, with Monsanto’s motion to dismiss the *Gilmore* FAC still pending, the Parties mediated before former United State Magistrate Judge Diane M. Welsh.¹⁵ Wade MPA Decl., Ex. 3 (“Welsh Decl.”) at ¶ 6. Prior to mediation, Gilmore and Monsanto each separately prepared lengthy mediation statements, including hundreds of pages of exhibits, setting forth their respective views of the strengths and weaknesses of their cases on the merits, the likelihood of class certification, and estimates of damages should Plaintiffs succeed. Welsh Decl. ¶ 5-6. Both Parties also prepared confidential statements for Judge Welsh’s eyes only. *Id.* To facilitate

¹³ As explained in fn. 27, a 100% claims rate (assuming no Settlement cap was in place) would translate to \$532 million in claims. This amounts to 64% of Class Members’ recovery at trial if the jury accepted in full Dr. Sharp’s analysis, and a whopping 1,230% of the Class Members’ recovery under Dr. Shampier’s analysis.

¹⁴ Class Counsel was also informed by publicly available discovery from a number of personal injury cases in litigation. Wade Decl. ¶ 11.

¹⁵ Counsel had previously designated Judge Welsh as a mediator in *Ezcurra* in May 2020 pursuant to the that court’s local rules and Pretrial Scheduling Order and indicated that they anticipated the Parties would try to resolve all Related Actions in a mediation with Judge Welsh. *Ezcurra* Dkt. No. 25.

settlement discussions, Monsanto produced nationwide sales data for its Roundup® Products to Gilmore's counsel. Wade MPA Decl. ¶ 13. Dr. Sharp analyzed this data for purposes of mediation. *Id.* ¶ 14.

The mediation took place before Judge Welsh via videoconference on February 16, 2021. Welsh Decl. ¶ 6. Negotiations lasted more than *14 hours* and involved multiple rounds of shuttle diplomacy by Judge Welsh and face-to-face negotiations among counsel. *Id.* ¶¶ 6-8. Shortly after midnight, the Parties reached an agreement in principle. *Id.* ¶ 9. After further negotiations regarding the details of the agreement, the Parties executed the initial Settlement Agreement on June 10, 2021. *See* Dkt. No. 26-1. Wade MPA Decl. ¶ 18.

As explained above, it is beyond dispute that the parties were more than informed to engage in meaning settlement discussions. *See supra* § II(D); *see also* Welsh Decl. ¶¶ 5, 8 (mediator describing the Parties' extensive preparation for settlement discussions). There was significant risk for both parties, as informed by the Parties' dueling expert analyses and a number of pending rulings on fully briefed matters. Wade Decl. ¶ 12. In addition to the *Ezcurra* appeal, Plaintiffs amended and briefed the motion to dismiss in the *Gilmore* matter.¹⁶ Thus, there was incentive for Monsanto to avoid motion to dismiss rulings in the retailer actions. *Id.* The efficiency at which the parties were capable of settlement inures to the benefit of the litigants, the putative class, and the Court.

This Settlement is the culmination of Plaintiffs' hard-fought coordinated litigation strategy pursued on multiple fronts which ultimately brought Monsanto to the negotiating table. At the time of mediation, the Parties were more than able to assess the risks of continued litigation, further underscoring the Settlement's validity. Wade Decl. ¶ 13; Wade MPA Decl. ¶ 35.

B. TERMS OF THE PROPOSED SETTLEMENT

¹⁶ On June 10, 2021, Plaintiffs filed a Second Amended Complaint, which added seven additional named plaintiffs (each of whom was a plaintiff in one or more of the Related Actions) and asserted claims both under the DCFA and for breach of warranty. Dkt. No. 21-1.

1. The Settlement Class

For purposes of the Settlement only, the Court granted the parties' request to conditionally certify the following Settlement Class: all persons in the United States who, during the Class Period,¹⁷ purchased the Products in the United States for purposes other than for resale or distribution. Settlement §§ A(51), B(1), B(3)-(4). Excluded from the Settlement Class are (i) judicial officers and associated court staff assigned to this case, and their immediate family members; (ii) past and present (as of the Effective Date) officers, directors, and employees of Monsanto; and (iii) all Class Members who timely and properly exclude themselves from the Settlement Class in the manner approved by the Court and set forth in the Class Notice. *See id.* § A(51). "Products" is defined by reference to a list of Lawn & Garden glyphosate-containing products.¹⁸ *Id.* § A(44).

2. Relief to Class Members

Under the Settlement, Monsanto has agreed to pay total cash consideration in the amount of no less than \$23 million (the "Floor") and no greater than \$45 million (the "Ceiling"). Settlement § D. Cash consideration includes Settlement Class Member payments, notice costs, claims administration expenses, incentive awards, and attorney's fees and expenses. *Id.* § D(1). There is no injunctive relief component to the Settlement. If the Floor is not reached, Class Members who made valid claims will receive individual payments adjusted upward on a *pro rata* basis. *Id.* § D(3). Had the Ceiling been exceeded (it was not), then individual payments would be adjusted downward on a *pro rata* basis. *Id.* § D(2).

a. Reimbursement to Settlement Class Members for Products Purchased

Class Members were able to claim funds from the Settlement by submitting a simple Claim

¹⁷ The Class Period is separately defined for each state or territory by reference to the applicable statute of limitations for false-advertising or breach-of-warranty claims (whichever is longer) in that state or territory (accounting for any potential tolling) in effect at the time the Parties reached agreement. Settlement § A.20 & Ex. B.

¹⁸ The Products include certain Ace® and HDX® brand glyphosate products that were manufactured by Monsanto and sold by its agent.

Form to the Claims Administrator. Settlement §I. Recognizing that many consumers would not have receipts or would not wish to go through the effort of locating them, proof of purchase was not required to claim up to one Product for each year of the Class Period, except for the three largest and highest-priced concentrated Products, which required valid proof of purchase.¹⁹ *Id.* § I(6). If a Class Member provided valid proof of purchase, he or she was able to claim an unlimited number of units purchased during the Class Period. *Id.* § I(7).

If the Ceiling Amount is sufficient after payments of all other amounts set out in the Agreement (and it appears that it will be), Monsanto will pay Authorized Claimants approximately 20% of the average retail price for each Product claimed, rounded to the nearest 50 cents. *Id.* § E(1). Depending on the Product purchased, this will amount to be between \$0.50 and \$33.00 per unit. *Id.* The anticipated average payment per claimant is between \$56.17 and \$61.75.²⁰ Schwartz Decl. ¶ 34.

b. Service Awards and Attorneys' Fees and Costs

Regarding incentive awards and attorney's fees, Monsanto agreed not to contest a total of \$40,000 (\$5,000 for each named plaintiff) in requested incentive awards or Class Counsel's request for attorney's fees not exceeding \$11.25 million (25% of the \$45 million ceiling). *Id.* § F(1). Whether to award the requested service awards and attorneys' fees is in the Court's discretion and does not impact the validity of the Settlement. *Id.* Class Counsel's litigation expenses, if approved by the Court, will also be paid by Monsanto. *Id.* As detailed in Section I(G)(2) below, Plaintiffs filed their Motion for Attorneys' Fees, Costs, and Incentive Awards on October 31, 2022. Dkt. No. 122.

¹⁹ For example, a Class Member who purchased a 1.33-gallon Roundup® Ready-to-Use Max Control 365 in California each year since 2015 could claim \$49.00 total without proof of purchase.

²⁰ As noted, the actual value will depend on the Claims Administrator's review of certain claims yet to be reviewed and deficient claims. *See supra* n. 3.

c. Class Notice and Settlement Administration Costs

The costs of Class Notice and Settlement Administration is currently estimated to be approximately \$826,962.00, which is consistent with the estimates provided at the preliminary approval stage. *Compare* Dkt. No. 94-4 ¶ 13 (estimating notice and administration costs would not exceed \$1.24 million) *with* Schwartz Decl. ¶ 41 (current estimates).

d. Unredeemed Settlement Checks

The Settlement Agreement also includes a detailed provision for the disposition of funds in unclaimed, uncashed, or otherwise unredeemed checks.²¹ Settlement §§ E.4-5. In short, under no circumstances will the total cash consideration be less than the Floor Amount. To the extent that unclaimed, uncashed, or otherwise unredeemed checks would cause the total cash consideration to fall below the Floor Amount, those amounts will be distributed to Class Members pro rata unless the amounts are so low that such distributions are not economically feasible, in which case they will be donated to the National Consumer Law Center (“NCLC”). *Id.*

3. The Release

Under the Settlement, Class Members will release Monsanto, Retailers of the Products, and Related Parties from Claims—with the express exception of Personal Injury Claims and Medical Monitoring Claims²²—arising from the facts alleged in the complaint, *i.e.*, from allegedly false, misleading, incomplete, or inaccurate statements or omissions regarding the alleged health effects of the Roundup® Products, as more fully specified in the Agreement and the Notice Documents. *Id.* § L(1)-(3); Schwartz Decl. ¶ 22, Ex. I at pages 18-21 (Appendix 2 to Long Form Notice [Release of Claims]). Personal Injury Claims and Medical Monitoring Claims are defined, respectively and in relevant part, as “Claims that assert a right to recover damages for the actual

²¹ Class Members who submit claims via the online Claim Form portal on the Settlement Website have options for receiving payments via check or electronically, such as by PayPal. Schwartz Decl. ¶ 30. Notably, 194,158 Class Members chose to receive their settlement funds via electronic means, reducing the likelihood of uncashed, unclaimed or otherwise unredeemed checks. *Id.*

²² Plaintiffs understand that other pending class actions assert medical-monitoring claims and that Monsanto contests those claims.

physical injury or illness ... [or] compensatory, punitive, or exemplary damages, or attorney's fees, allegedly resulting or arising from the actual physical injury or illness" and "Claims that seek to require, or recover damages amounting to the costs of, medical monitoring or screening for potential physical injury or illness of a natural person." *Id.* §§ A(32), A(41), L(1); Schwartz Decl. Ex. I at pages 19-20.

The Notice documents made clear that Settlement Class Members would not be releasing personal injury claims and that they will retain their right to sue if they currently have, or later develop, cancer or any other illness or injury from exposure to the Products, incorporating the language for this purpose recommended by the Court at the preliminary-approval stage. *See, e.g.*, Schwartz Decl. ¶¶ 22, Ex. I (long form notice), Ex. C (online banner advertisements).

4. Notice Plan

Postlethwaite & Netterville ("P&N") is the court-appointed Claims Administrator. *Id.* § G. P&N executed the Notice Plan agreed to by the Parties and approved by the Court; answered written inquiries from Class Members and/or forwarded those inquiries to Class Counsel as appropriate; received and maintained opt-out forms; established a Settlement Website and toll-free informational telephone number; received and processed Claims Forms; and otherwise assisted with settlement administration. *Id.* Upon final approval of the Settlement (and the expiration and/or rejection of any appeals), P&N will issue payments to Approved Claimants.

P&N, a highly experienced settlement administrator, designed an extensive Notice Program, a detailed description of which was included in the declaration of P&N's Director of Notice, Brandon Schwartz, filed at the time of preliminary approval (the "Schwartz MPA Decl."). Dkt. No. 94-4, ¶¶ 1-5, 18-48. The robust Notice Plan disseminated notice by a combination of the following, some in both English and Spanish: (1) direct notice via email to millions of likely purchasers, (2) print media (Publication Notice in *Better Homes & Gardens*), (3) online display, (4) social media, (5) online video, (6) television advertising, (7) digital newsletter publications of *Family Handyman*, *Better Home & Garden*, *Southern Living*, *Golf Magazine*, and *Kiplinger*, (8) search advertising, (9) third-party class action website and its opt-in digital newsletter, (10) a

national press release, (11) a toll-free settlement hotline dedicated to the Settlement, and (12) a Settlement Website that posts notices, FAQs, Claim Forms, relevant Court Documents, and contains a portal for making an online Claim. Schwartz Decl. ¶¶ 7-26. A dedicated email address was also established to provide email support so Class Members could address questions and requests to the Claims Administrator. *Id.*

5. Procedures for Making Claims

Settlement Class Members seeking relief under the Settlement were required only to submit a relatively simple Claim Form, which was available in both English and Spanish. Settlement § I, Schwartz Decl. ¶ 22, Ex. I. Settlement Class Members had the option of making a claim online or by printing the Claim Form from the Settlement Website and sending it to the Claims Administrator. *Id.* ¶ 30. They also could request that a Claim Form be mailed to them. *Id.*

The straightforward Claim Form required Class Members to provide only their contact information, the address where the Products were primarily used, information about their purchase history for the Products using product codes, and certification of the truthfulness of the information contained in the Claim Form. *Id.* § I(4); Schwartz Decl. ¶ 30, Ex. I. The “paper” Claim Form attached a list of Product Codes containing color sample images of the various products alongside the corresponding codes was attached to the Claim Form to help claimants recall which Products they purchased. Schwartz Decl. ¶ 30, Ex. I. The Claim Form also attached an easy-to-read chart listing the eligible purchase periods and proof of purchase requirements for each state. *Id.* Making claims online was a streamlined process, as Class Members had easy access to the same color product images and purchase period information, and could select which Products were purchased and provide the required information using a drop-down menu. *Id.* The deadline to make a claim was October 19, 2022.

6. Procedures for Opting Out and Objecting

Class Members who wished to opt out of the Settlement were able to submit an Opt-Out Form available on the Settlement Website or through a request to the Settlement Administrator by

October 19, 2022. Settlement § J. The process to opt out was simple and involved completing, signing, and submitting a basic form. *Id.*

Class Members who wish to object must file and serve a written objection by December 5, 2022, using the procedure set forth in the Agreement and described in the Long Form Class Notice and on the Settlement Website.²³ *Id.* § K; PA Order ¶ 15. Class Members could make a claim even if they objected or plan to object. Except for the objections to preliminary approval that this Court has already considered and overruled, no objections have yet been filed.

C. PRELIMINARY APPROVAL, NOTICE, AND SETTLEMENT ADMINISTRATION

1. Preliminary Approval Proceedings

Plaintiffs filed their Motion for Preliminary Approval (Dkt. No. 94) (“MPA”) on January 20, 2022. Two groups of objectors opposed. First, two of the plaintiffs in the *Tomlinson* action objected on various grounds, including that (1) there were supposedly signs of “collusion” and “reverse auction”; (2) the proposed settlement relief was allegedly inadequate; (3) Class Members were allegedly not treated equitably relative to each other; and (4) the release was allegedly overbroad. Dkt. No. 106. Second, objectors Leonard, Cervantes, and Godsey argued that the Settlement’s release was overbroad and that there were “red flags” of collusion. Dkt. No. 105. Plaintiffs and Monsanto separately filed responses to both sets of objections, each explaining that the allegations of collusion and “reverse auction” were unfounded and that the Settlement and its release were fair and adequate and did not release any personal-injury or medical monitoring claims. Dkt. Nos. 108-110.

The Court held a preliminary approval hearing on April 13, 2022. Each of the Parties and counsel for both sets of objectors presented argument. On April 20, 2022, the Court issued an order stating that it was “inclined to preliminarily approve the proposed settlement” subject to the

²³ In accordance with this Court’s Standing Order, the notices submitted herewith make clear that the Court will require only substantial compliance with the requirement of a written objection and that compliance may be excused upon a showing of good cause.

Parties agreeing to acceptable changes to the proposed class notices to “clearly inform potential class members that, if they participate in the settlement, they will retain the right to sue Monsanto based on any illness or injury they may suffer now or in the future as a result of using Roundup.” Dkt. No. 117. The Parties submitted proposed language in this regard on May 17, 2022. Dkt. No. 118. The Court then issued an order on May 19, 2022, proposing simplified language, “Class members will retain their right to sue if they currently have or later develop, cancer or any other illness or injury from exposure to the products.” Dkt. No. 119. Four days later, the Parties filed a joint response agreeing to this proposed language and agreeing to include it in a conspicuous location in the class notices, settlement website, and on the claim form. Dkt. No. 120.²⁴

On June 21, 2022, the court issued an order preliminarily approving the Settlement. PA Order. The Court stated its assessment of the Settlement was “as rigorous as at the final approval stage,” and it found that the Settlement was “fair, reasonable, and adequate and merits preliminary approval.” PA Order ¶ 2. The Court addressed and rejected the objectors’ contention that there were signs of “collusion” and that the release was overbroad. *Id.* ¶¶ 3, 6. Indeed, the Court added language to the proposed preliminary approval order, stating: “Specifically, there is no evidence of a ‘reverse auction’ between the plaintiffs and Monsanto. The existence of parallel litigation brought by other firms, without more, is not enough to raise concerns that the parties entered into this settlement in bad faith or that the plaintiffs in the other cases could have obtained a more generous settlement.” *Id.* ¶¶ 3. The Court also found (again, adding its own language to the proposed order) that the settlement amount was fair and the “floor/ceiling settlement structure [was] reasonable,” observing:

The settlement amount and compensation rates appear to be adequate given the many risks inherent in this litigation. Were this litigation to proceed, Monsanto would have colorable defenses available to it (such as preemption) that may wholly absolve it of liability. Additionally, there is a real risk that the plaintiffs would not

²⁴ Confusingly, the *Godsey* objectors filed a motion for attorneys’ fees on grounds their objection to the scope of the release resulted in this language being added to the Class Notice documents. *See* Dkt. No. 123. But it was the Court—not the *Godsey* objectors—who proposed and caused this language to be added to the Class Notice.

be able to demonstrate that they are entitled to any damages as the “price premium” calculation would be heavily contested.

Id. ¶¶ 4, 5 (language added by the Court).

2. Notice

Following preliminary approval, the parties and Court-appointed Claims Administrator, P&N, carried out their duties in connection with Class Notice and the administration of the Settlement as set forth in the Agreement. This included a successful 100-day notice period and 120 days to submit claims (the “Class Deadline”). *See* Schwartz Decl. ¶ 4; PA Order ¶ 21.

Notice was implemented consistent with the court-approved notice plan. Schwartz Decl. ¶ 4. P&N (1) caused the Publication Notice to be published in the September 2022 (on-sale August 12, 2022) edition of *Better Homes & Gardens*; (2) caused digital banner notices to run across Google, Yahoo! and Centro Ad Networks, Facebook, Instagram, Pinterest, Outbrain and video notice on YouTube; (3) disseminated notice through the digital newsletter publications of *Family Handyman*, *Better Homes & Gardens*, *Southern Living*, *Golf Magazine*, and *Kiplinger*; (4) caused a 30-second English language television notice on connected TV devices; (5) caused notice to appear by sponsored search advertising via Google Ads; (6) placed notices with Top Class Actions, (www.topclassactions.com) and ClassAction.org (www.classaction.org); (7) disseminated notice to a purchased list of approximately 3,500,000 email addresses of individuals that have an interest in lawn and garden maintenance; and (8) disseminated a nationwide news release over Cision’s PR Newswire US1 & National Hispanic newslines in English and Spanish announcing the Settlement. *Id.* ¶ 7-20.

In total, the Notice Plan as described delivered an 81% reach with an average frequency of 2.60. *Id.* ¶ 28; *compare with* Schwartz MPA Decl. ¶ 18 (Notice Plan estimated to have reached at least 80% of the Settlement Class, with Class Members being exposed to notice, on average, 2.52 times). The measurable reach of the Notice Plan does not include CTV, email notice, search advertising, third-party class action websites, Settlement Website, toll-free hotline, and press

release, as these media vehicles are difficult to calculate. Schwartz Decl. ¶ 28. They, however, meaningfully strengthened the reach and frequency of the Notice Plan. *Id.*

Anticipated administration and notice costs were also consistent with the estimates provided at the preliminary approval stage. *Compare* Dkt. No. 94-4 ¶ 13 (estimating notice and administration costs would not exceed \$1.24 million) *with* Schwartz Decl. ¶ 41 (anticipated notice and administration costs are approximately \$ 826,962.00).

3. Claims Administration

In accordance with this District’s Guidance, Plaintiffs provide information regarding “the number of class members who submitted valid claims, the number of class members who opted out, and the number of class members who objected to or commented on the settlement.” Northern District of California, *Procedural Guidance for Class Action Settlements* (“Guidance”), at Final Approval ¶ 1.²⁵

a. Number of Claims and Claims Rate

As of November 28, 2022, the Claims Administrator had received 247,099 net claims,²⁶ and estimates the net valid claims to range between 226,268 and 230,097. Schwartz Decl. ¶ 32. The value of net valid claims ranges from \$12,710,305.50 on the low end to \$14,209,643.50 on

²⁵ The Guidance also requires information “about the number of undeliverable class notices and claim packets[.]” *Id.* Presumably, this contemplates a settlement where, unlike here, the identity of the Class Members is known. Even though notice was accomplished primarily through publication in this case, the Claims Administrator “disseminated notice to a purchased list of approximately 3,500,000 email addresses of individuals that have an interest in lawn and garden maintenance... Prior to sending, emails were put through a hygiene and verification process to protect the integrity of the email campaign and maximize deliverability... Ultimately, the email notice was successfully delivered to 2,845,608 email addresses.” Schwarz Decl. ¶¶ 16-18.

²⁶ Net claims represent claims received after the removal of suspected fraud and/or claims with indication of automated submission. The Claims Administrator exercised industry-accepted practices and processes to identify, investigate and validate and/or reject potentially fraudulent claims, including safeguards to ensure that Claims that had indications of automation were submitted by real persons, Internet Protocol Address validation, as well as email and digital payment verifications. Schwartz Decl. ¶ 31, n.3. Class Counsel was actively involved in discussions with the Claims Administrator to ensure that the claims process was not burdensome for Class Members. Wade Decl. ¶ 15.

the high end. *Id.* A range is provided at this time because the Claims Administrator continues to review claims, and because 3,829 claimants (of the 230,097) were given the opportunity to cure certain deficiencies. *Id.* ¶ 33. Based on these claims numbers, Plaintiffs estimate a claims rate of between 2.39 and 2.67 percent.²⁷

Notably, the estimated average payment per individual Class Member will be between \$56.17 and \$61.75 (pending further review by the Claims Administrator). This further confirms the robustness of the recovery and incentive for Class Members to participate in the Settlement.

b. Number of Settlement Class Members Who ‘Opted Out’

Only seven Class Members opted out of the Settlement—five of whom are represented by the same Counsel, and four of those five are named plaintiffs in another action in the MDL pending before this Court, *Koller v. Monsanto*, 3:22-cv-04260-VC. *See* Schwartz Decl. ¶ 39.

c. Number of Settlement Class Members Who Objected

As of the date of this filing, no objections other than the two objections to preliminary approval filed by the *Tomlinson* and *Godsey* plaintiffs have been received. These objections were fully considered and overruled at the preliminary approval stage. *See* Dkt. Nos. 105 and 106; PA Order.

d. Number of Settlement Class Members Who Commented on Settlement

The Claims Administrator did not receive any comments from Class Members regarding the substance of the Settlement. Schwartz Decl. ¶ 40.

Relatedly, as explained in Class Counsel’s November 14, 2022 letter to the Court (Dkt. 124), one individual (who stated he is *not* a Class Member but was attempting to help a family member who is) reached out to Class Counsel and the Claims Administrator to complain that he was unable to access the online Claim Form at 10:37 p.m. pacific time on the last day to make

²⁷ This can be calculated based on the estimated \$2.66 billion of sales of the Products during the Class Period. *See* Wade Decl. ¶ 14; *see also* Rosenthal MPA Decl. ¶ 12. Since the Settlement provides for cash payments of 20 percent of average retail price, a 100 percent claims rate would amount to 20 percent of sales, or \$532 million, of which the low and high end of estimated valid claims comprises 2.39 and 2.67 percent, respectively.

claims. *See* Dkt. No. 124. This was because the Claim Form closed at midnight central time, where P&N's servers are located, and thus the Claim Form was not accessible online after 10:00 pm pacific time on October 19, 2022. *Id.* Another person submitted a paper claim postmarked the date after the claims period closed that noted they were unable to submit an online claim the previous evening.²⁸ *Id.* To date, other than the communications with these two individuals, Class Counsel has received no further correspondence regarding the closure. Wade Decl. ¶ 16.

To address the inaccessibility of the Claim Form after 10:00 pm Pacific Time on October 19, 2022, Class Counsel and the Claims Administrator took the actions described in the November 14 letter. Dkt No. 124. *See also* Schwartz Decl. ¶¶ 35-38; Wade Decl. ¶ 16. Specifically, as outlined in the letter, the Claims Administrator has notified approximately 462 persons they were able to electronically identify as starting a claim in the hours before the portal closed and did not complete the claims process. Schwartz Decl. ¶ 35. The Claims Administrator has also contacted 519 persons who sent in paper Claim Forms postmarked within one week of the closing of the Claims Period to determine whether the tardiness is related to the closure of the Claim Form portal. *Id.* ¶ 37.

Additionally, the Claims Administrator posted the following information about the closure on the Settlement Website's landing page and Claim Form page: "On October 19, 2022, the Claim Form was inaccessible from 10:00 p.m. Pacific Time until midnight. If you attempted to access the Claim Form in this timeframe and wish to make a claim, please click [HERE](#)." *Id.* ¶ 36. Upon clicking on the link, Settlement Class Members were able to provide their name and email address and click an attestation box to receive a link to the online Claim Form. *Id.* As of November 25, 2022, the Claims Administrator has received 443 submissions with a request to make a Claim and 157 completed Claim submissions, which remain under review. *Id.*

²⁸ That claim will be processed by the Claims Administrator as if timely. *Id.*

4. Total Cash Consideration

As of the date of this filing, and assuming Plaintiffs' Motion for Fees, Costs, and Service Awards is granted, the cash consideration paid by Monsanto will be between \$25,038,156 and \$26,537,494, securely within the Settlement's \$23-45 million Floor / Ceiling. The current amounts comprising the cash consideration are between approximately \$12,710,306 and \$14,209,644 (payments to Class Members), \$446,449 (notice costs), \$380,513 (anticipated claims administration costs), \$40,000 (requested incentive awards), \$11.25 million (requested attorney's fees), and \$210,888 (requested litigation expenses). Schwartz Decl. ¶ 41.

ARGUMENT

I. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

Rule 23(e)(2) permits a court to approve a Rule 23(b)(3) class settlement upon a finding that the settlement is "fair, reasonable, and adequate."²⁹ To assess this, the Ninth Circuit considers eight non-exhaustive "*Churchill* factors":

[1] the strength of the plaintiffs' case; [2] the risk, expense, complexity, and likely duration of further litigation; [3] the risk of maintaining class action status throughout the trial; [4] the amount offered in settlement; [5] the extent of discovery completed and the stage of the proceedings; [6] the experience and views of counsel; [7] the presence of a governmental participant; and [8] the reaction of the class members to the proposed settlement.

Campbell v. Facebook, Inc., 951 F.3d 1106, 1121 (9th Cir. 2020) (quoting *Hanlon*, 150 F.3d at 1026) (alterations in original) (quotation marks omitted); *see also Kim v. Allison*, 8 F.4th 1170,

²⁹ Although the rule was amended in 2018 to identify the certain criteria to guide district courts, those criteria were not intended to displace the factors traditionally used by circuit courts. *Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1121 & n.10 (9th Cir. 2020). Objectors Leonard, Cervantes, and Godsey argued in their opposition to preliminary approval that the *Churchill* factors failed to consider the additional Rule 23(e) factors of "analyzing the 'terms of the settlement' and 'terms of any proposed award of attorney's fees'" Dkt. 105 at 5-6 (citing *Briseno v. Henderson*, 998 F.3d 1014, 1026 (9th Cir. 2021)). Although, "[t]he Ninth Circuit has repeatedly relied on the *Churchill* factors to guide its analysis in cases post-dating the 2018 amendments to Rule 23(e), as have courts in this district," Dkt. 110 at 2 (citing cases), this motion will address the additional Rule 23(e) factors concerning the terms of the settlement, and the terms of the proposed award of attorney's fees. Plaintiffs further respectfully refer the Court to their separate motion for fees. *See* Dkt. 122.

1178 (9th Cir. 2021); *Atkinson v. Minted, Inc.*, 2021 WL 6028374 (N.D. Cal. Dec. 17, 2021) (Chhabria, J.) (applying the *Churchill* factors and granting final approval of settlement). Ultimately, a court’s goal in reviewing a class settlement is to “ensure[] that unnamed class members are protected ‘from unjust or unfair settlements affecting their rights.’” *Campbell*, 951 F.3d at 1121 (quoting *Hyundai*, 926 F.3d at 556, 568) (alteration in original). With that said, the Court’s analysis must reflect “the ‘strong judicial policy that favors settlement’” in complex class litigation. *Id.* (citations omitted).

This Court has already applied the rigorous scrutiny that most courts reserve for the final approval stage and found that the Settlement is fair, reasonable, and adequate. PA Order ¶ 2. Results of the notice and claims process confirm this. Without releasing any claims for personal injury or medical monitoring, the Settlement will provide Class Members with direct cash payments of approximately *two-thirds* of their estimated best-case damages were they to succeed at trial. Given the fact-intensive nature of Plaintiffs’ claims, Monsanto’s and retailers’ success in several Related Actions, and the other risks, costs, and uncertainties of litigating those claims on a class wide basis through trial, the Settlement is an excellent result for the Settlement Class and should receive final approval.

A. The Settlement is fair considering the strength of Plaintiffs’ case and risks of continued litigation.

The first three *Churchill* factors are often “addressed together and require the court to assess the plaintiff’s likelihood of success on the merits and the range of possible recovery versus the risks of continued litigation and maintaining class action status through the duration of the trial.” *Moreno v. Cap. Bldg. Maint. & Cleaning Servs., Inc.*, 2021 WL 1788447, at *5 (N.D. Cal. May 5, 2021) (citations omitted). “Approval of a class settlement is appropriate when plaintiffs must overcome significant barriers to make their case” or face other “difficulties and risks in litigating” their claims. *Burgos v. Sunvalleytek Int’l, Inc.*, 2020 WL 7319354, at *6 (N.D. Cal. Dec. 11, 2020). The first three “factors weigh in favor of approving the settlement when the defendant has ‘plausible defenses that could have ultimately left class members with a reduced or non-

existent recovery.” *Moreno*, 2021 WL 1788447, at *5 (quoting *In re TracFone Unlimited Serv. Plan Litig.*, 112 F. Supp. 3d 993, 999 (N.D. Cal. 2015)).

1. As the Court has repeatedly recognized, Plaintiffs face risks on the merits.

First, although Plaintiffs believe in their claims, they recognize that success on the merits is not guaranteed. Courts in this district “routinely recognize that ‘fact-intensive inquiries and developing case law present significant risks to Plaintiffs’ claims and potential recovery.” *Burgos*, 2020 WL 7319354, at *6 (quoting *Lilly v. Jamba Juice Co.*, 2015 WL 2062858, at *3 (N.D. Cal. May 4, 2015)).

Plaintiffs allege that Monsanto violated the Delaware Consumer Fraud Act (DCFA) by promoting, labelling, marketing, advertising and selling the Products without disclosing the Products’ potential to cause cancer, on the label or in any other manner. *See, e.g.*, SAC ¶¶ 8, 148-63. As the Court knows, Monsanto disputes those allegations. And while Plaintiffs believe the evidence favors their position, and three plaintiffs have had success at trials on this issue in the failure to warn context, this issue is not without significant risk and remains in dispute, both in the Courts and in the scientific literature. Monsanto has now obtained six defense verdicts in a row in separate personal-injury cases alleging that Roundup® products caused cancer.³⁰ As this Court has previously recognized, it is “a very close question” whether the scientific evidence that glyphosate causes cancer passes the *Daubert* standard, and that the evidence is “too equivocal to support any firm conclusion that glyphosate causes NHL.” Pretrial Order No. 45, Dkt. No. 1596, *In re*

³⁰ *See* Verdict Form, *Clark v. Monsanto Co.*, No. 20STCV46616 (Cal. Super. Ct., Los Angeles Cnty., Oct. 5, 2021) (finding that the plaintiff’s exposure to Roundup® was not a substantial factor in causing his cancer); Verdict Form, *Stephens v. Monsanto Co.*, No. CIVSB2104801 (Cal. Super. Ct., Alameda Cnty.) (finding, in part, Monsanto was not negligent in designing Roundup® and did not know or should not have known Roundup® was dangerous); Law360, *Bayer Notches 3rd Roundup Trial Win With Missouri Verdict* (June 10, 2022), available at: <https://www.law360.com/articles/1501501/bayer-notches-3rd-roundup-trial-win-with-missouri-verdict>; Law360, *Bayer Notches 4th Trial Win Over Roundup Weedkiller* (June 17, 2022), available at: <https://www.law360.com/articles/1504211/bayer-notches-4th-trial-win-over-roundup-weedkiller>; Law360, *Monsanto Gets Fast Win In St. Louis Roundup Trial* (Sept. 1, 2022), available at: <https://www.law360.com/articles/1526852/monsanto-gets-fast-win-in-st-louis-roundup-trial>.

Roundup, MDL No. 2741. Additionally, as a practical matter, Plaintiffs acknowledge that, unlike the personal-injury plaintiffs, they are not contending Roundup® caused them to develop cancer and only seek recovery based on the purchase price of the Products. In short, it is clear to Plaintiffs that whether Roundup® does or can cause cancer remains a contested and controversial issue, which complicates the merits of the claims they are bringing here.

Monsanto and retailers have also had success on motions to dismiss in Related Actions.³¹ Although Plaintiffs disagree with the decision and have filed their opening brief on appeal, the dismissal in *Weeks* is illustrative of the challenges presented in continued litigation. There, the court dismissed a Related Action after finding Plaintiff Weeks' theory, premised on Home Depot's alleged unfair conduct in selling Roundup® without informing consumers of the formulation's potential carcinogenicity, lacked "scientific support" and "stretches the limit of what constitutes unfair business dealings" under California's Unfair Competition Law ("UCL"). *Weeks* Dismissal Order at 7, 8. Plaintiffs also recognize Monsanto would continue to defend itself by arguing its labeling is accurate and taking the position that it would be deceptive to include any kind of warning regarding a cancer risk because EPA has approved product labels without cancer warnings, while repeatedly concluding the Products do not pose any unreasonable risks to human health.³² Plaintiffs obviously disagree with EPA's conclusions and the weight Monsanto places on them, but acknowledge these facts present legal and factual challenges that are not guaranteed to be decided in their favor.

Plaintiffs understand that Monsanto would also raise other defenses argued in Related Actions. In *Ezcurra*, for example, the district court dismissed very similar claims under the Florida

³¹ See *Weeks* Dismissal Order; *Hanna v. Walmart Inc.*, 2020 WL 7345680 (C.D. Cal. Nov. 4, 2020); *Taylor v. Costco Wholesale Corp.*, 2020 WL 5982090 (E.D. Cal. Oct. 8, 2020); *Ezcurra v. Monsanto Co.*, 2020 WL 5491428 (S.D. Fla. Aug. 7, 2020).

³² See, e.g., Dkt. No. 12-1, Ex. F (August 2019 letter from EPA to glyphosate registrants concluding that, "[g]iven EPA's determination that glyphosate is 'not likely to be carcinogenic to humans,' EPA considers [California's] Proposition 65 warning based on the chemical glyphosate to constitute a false and misleading statement").

Deceptive and Unfair Trade Practices Act's ("FDUTPA") safe harbor provision that bars FDUTPA claims when the alleged conduct is "[a]n act or practice required or specifically permitted by federal or state law." Fla. Stat. § 501.212(1); *Ezcurra*, 2020 WL 5491428, at *2-5. Many other states similarly exempt acts or practices that are regulated by federal or state law from their consumer protection and unfair or deceptive trade practices laws (*see* Dee Pridgen et al., *Consumer Protection and the Law* § 4:32 (2020-2021)), and Monsanto would likely rely on those safe-harbor provisions if Plaintiffs asserted claims under other states' consumer-fraud laws. Courts in Related Actions have also held (albeit with leave to amend) that nearly identical UCL claims brought against retailers were barred by California Proposition 65's pre-suit notice requirements. *Hanna*, 2020 WL 7345680, at *3; *Weeks v. Home Depot U.S.A., Inc.*, 2020 WL 5947811, at *8 (C.D. Cal. Sept. 18, 2020).

Finally, as this Court recognized in granting preliminary approval, "[w]ere this litigation to proceed, Monsanto would have colorable defenses available to it (such as preemption) that may wholly absolve it of liability." PA Order ¶ 5 (language added by the Court). Though Monsanto has lost on FIFRA preemption several times, Monsanto has succeeded in some other cases involving Roundup® product labeling and advertising. *See, e.g., Mirzaie v. Monsanto Co.*, 2016 WL 146421, at *2 (C.D. Cal. Jan. 12, 2016). The Ninth Circuit affirmed this Court's ruling that a personal injury plaintiff's failure-to-warn claims were not preempted by FIFRA to the extent they seek monetary damages, but as this Court noted in that ruling, Plaintiffs likely could not obtain the injunctive relief they seek. *Hardeman v. Monsanto Co.*, 997 F.3d 941 (9th Cir. 2021); *Hardeman v. Monsanto*, 216 F. Supp. 3d 1037, 1037-38 (N.D. Cal. 2016). And even as to damages, Monsanto continues to assert preemption defenses in other jurisdictions—including before the transferor court in this action (*see* Dkt. No. 16 at 17-24) and before the Eleventh Circuit (*see Carson v. Monsanto Co.*, No. 21-10994 (11th Cir. Mar. 26, 2021)). If a circuit split emerges and Monsanto obtains a favorable decision from the Supreme Court, it could eliminate Plaintiffs' claims entirely. That risk weighs in favor of approval. *See, e.g., Moreno*, 2021 WL 1788447, at *5 (holding that preemption defense supported approval where courts had "taken somewhat divergent approaches

in applying” defense in other cases); *Akaosugi v. Benihana Nat. Corp.*, 2013 WL 269083, at *3 (N.D. Cal. Jan. 24, 2013) (“If defendant’s ERISA defense and preemption argument were accepted, it could establish a complete bar to recovery. This uncertainty, as well as the high amount of recovery, weighs in favor of approval.”).

2. The Parties dispute the measure and amount of damages.

In addition to liability, the Parties also dispute damages. As this Court recognized, “there is a real risk that the plaintiffs would not be able to demonstrate that they are entitled to any damages as the ‘price premium’ calculation would be heavily contested.” PA Order ¶ 5 (language added by the Court). Both parties retained damages experts, who produced sharply different views of the value of Plaintiffs’ case, even assuming liability were established. Plaintiffs’ expert, Dr. D.C. Sharp’s, hedonic-regression analysis concluded that consumers had paid a 31% price premium.³³ Sharp Expert Report ¶¶ 4-5, 28-31. Monsanto, however, disputes Dr. Sharp’s methodology and, based on its own expert’s work, contends there is no statistically significant price premium associated with the absence of warning language about a potential risk of cancer on Roundup® product labels. Rosenthal MPA Decl. Ex. A at ¶ 11. This dispute underscores the “uncertainty of outcome in litigation” that makes the settlement appropriate. *Officers for Just. v. Civ. Serv. Comm’n of City & Cty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982). Continued litigation would necessarily mean additional expenditure and uncertainty in resolving the proper

³³ The *Tomlinson* Plaintiffs have previously argued that this report should be disregarded because it focused on Florida purchasers. Dkt. No. 91 at 5. However, the methodology employed by Dr. Sharp, while based on sales data from Florida for the most common Roundup® consumer product, Roundup® Weed & Grass Killer III Ready-to-Use, was based upon the same underlying theory asserted in this litigation—it estimated the price impact of failing to disclose Roundup®’s health risks. Dkt. No. 94-1 (Wade MPA Decl.), Ex. 2 (“Sharp Report”) ¶¶ 12-13. The suggestion that Dr. Sharp’s report could not provide Plaintiffs with a principled basis to estimate potential damages is thus baseless.

calculation of damages, including the risk that Monsanto's damages estimate would prevail—resulting in a small or nonexistent recovery.

3. Plaintiffs recognize that certification of a litigation class is uncertain.

Finally, Plaintiffs recognize that they face risks to obtaining and maintaining class certification through trial. Monsanto would argue Plaintiffs' proposed class cannot be certified because (among other arguments) it contains many individuals whose claims are not subject to the DCFA or Delaware warranty law. *See* Dkt. No. 16 at 24-26. While Plaintiffs disagree with this argument, they acknowledge that courts in the Ninth Circuit have declined to certify nationwide classes on the ground that choice-of-law principles require the court to apply the law of the state where each class member's purchases were made. *See Mazza v. Am. Honda Motor Co.*, 666 F.3d 581, 594 (9th Cir. 2012). Additionally, many states' consumer-fraud laws require proof of elements such as reliance or causation that can present serious obstacles to class certification. *See, e.g., Stearns v. Ticketmaster Corp.*, 655 F.3d 1013, 1022-23 (9th Cir. 2011). There are thus serious risks to seeking to certify (and maintain) a litigation class in *any forum*.

4. Continued litigation would be time-consuming and expensive.

This risk of costly, complex, and time-consuming litigation also weighs in favor of approval. *See Atkinson*, 2021 WL 6028374, at *1 (Chhabria, J.) (Approving the Settlement eliminates all time, burden, and expense associated with further litigation efforts[,which] weighs in favor of granting final approval.”). The costs of continued litigation would also be significant. Wade Decl. ¶ 17. Although Plaintiffs and Class Counsel have confidence in their claims, a favorable outcome is not assured. *Id.* For over two years and across more than a dozen Related Actions, Monsanto has raised multiple legal and factual defenses that, barring a settlement, will require additional discovery, depositions, briefing, and other costly and time-consuming pretrial efforts. *Id.* Moving to trial would involve significant additional expert discovery and motion practice, implicating a decades-long scientific and regulatory record spanning hundreds of studies and millions of pages. *Id.* There would likely be a vigorous dispute over class certification and potentially interlocutory appeals. *Id.* It is also quite clear that there would be extensive disputes

over the existence and amount of any price premium. *Id.* And, because there is every reason to believe Monsanto would continue to vigorously defend against Plaintiffs' claims, a long and costly trial on the merits, followed by appeals, could ensue. *Id.*

Even if Plaintiffs were to certify a class and prevail at a class trial, any recovery could be delayed for years by appeal, which could have further delayed and jeopardized a class recovery. *Id.* And if a class maintained its certified status through trial, any adverse judgment would bind the entire class. *Id.* Because such additional litigation would have "in the best-case scenario been expensive and time-consuming—and in the worst-case scenario, could have led Plaintiff[s] and the Class going home empty handed," this factor likewise supports final approval. *See McDonald v. CP OpCo, LLC*, No. 17-cv-04915-HSG, 2019 U.S. Dist. LEXIS 80501, at *13 (N.D. Cal. May 13, 2019).

The Settlement eliminates these risks by ensuring Settlement Class Members a recovery that is "certain and immediate, eliminating the risk that class members would be left without any recovery...at all." *Fulford v. Logitech, Inc.*, 2010 U.S. Dist. LEXIS 29042, at *8 (N.D. Cal. Mar. 5, 2010).

B. The amount of the Settlement weighs in favor of approval.

This avoidance of risk discussed above is especially persuasive where, as here, Plaintiffs recovered almost the entire amount of damages they could seek were they to proceed to and win at trial. The fairness and adequacy of the Settlement is even more evident when the strength of Plaintiffs' claims and risks of continued litigation are compared to the substantial and direct value provided to Class Members by the Settlement Agreement. The relief provided to the class should not be "assessed in a vacuum," but instead "must be considered by comparison to what the class actually gave up by settling." *Campbell*, 951 F.3d at 1123. With that said, courts are "not expected 'to convert settlement agreement hearings into trials on the merits.'" *In re Apple Inc. Device Performance Litig.*, 2021 WL 1022867, at *14 (N.D. Cal. Mar. 17, 2021) (quoting *United States v. Oregon*, 913 F.2d 576, 582 (9th Cir. 1990)). "[A] proposed settlement may be acceptable even

though it amounts only to a fraction of the potential recovery that might be available to class members at trial.” *Toolajian v. Air Methods Corp.*, 2020 WL 8674094, at *10 (N.D. Cal. Apr. 24, 2020) (citations omitted); William B. Rubenstein, *Newberg on Class Actions* § 11.58.

Here, each Authorized Claimant will receive cash payments equal to approximately 20% of the average retail price for each unit purchased. Settlement § E(1). As explained above, this amounts to roughly *two-thirds* of Plaintiffs’ estimated best-case damages at trial and is well in excess of Monsanto’s estimate of damages (no more than 1.5%, with even that figure lacking statistical significance). Courts routinely approve settlements that provide for payments comprising much smaller percentages of class members’ best-case recoveries.³⁴

The *Tomlinson* Plaintiffs have previously argued that Plaintiffs’ price-premium damages estimate fails to account for the possibility of “full-refund” or “full purchase price” damages. But Plaintiffs did not plead full-refund damages or calculate potential damages under that theory because that is not the measure of damages applicable to Plaintiffs’ claims. *See Harnish v. Widener Univ. Sch. of L.*, 833 F.3d 298, 307 (3d Cir. 2016) (explaining that measures of damages under DCFA are “benefit of the bargain” or “out of pocket” damages, in which damages are the difference between either represented value or price paid and actual value of product); *Scoy v.*

³⁴ *See, e.g., Ferrell v. Buckingham Prop. Mgmt.*, 2020 WL 291042, at *19 n.20 (E.D. Cal. Jan. 21, 2020), *report and recommendation adopted*, 2020 WL 4364647 (E.D. Cal. July 30, 2020) (collecting cases approving settlements in which payments comprised between 0.75 and 16% of total estimated liability); *In re Omnivision Techs., Inc.*, 559 F.Supp.2d 1036, 1042 (N.D. Cal. 2008) (approving settlement with payments of roughly 6% of potential damages); *see also Bezdek v. Vibram USA, Inc.*, 809 F.3d 78, 83 (1st Cir. 2015) (finding payment of less than 9% of retail price fair and reasonable); *In re Lumber Liquidators Mktg. Sales Pracs. Litig.*, No. 1:15-md-2627 (AJT/TRJ), 2018 WL 11203065, at *2 (E.D. Va. Oct. 9, 2018) (approving settlement with cash payments of “approximately 5.5 percent of the[] purchase price”); *In re Polyurethane Foam Antitrust Litig.*, 168 F. Supp. 3d 985, 992 (N.D. Ohio 2016) (approving settlement in which “claimants will ultimately receive less than 20% (maybe less than 10%) of their claim value”); *McDonough v. Toys R Us, Inc.*, 80 F. Supp. 3d 626, 647 n.20 (E.D. Pa. 2015) (approving settlement with payments of approximately 6% of purchase price); *In re Pool Prods. Distrib. Mkt. Antitrust Litig.*, MDL No. 2328, 2015 WL 4528880, at *7 (E.D. La. July 27, 2015) (approving settlement providing “up to the alleged 4.97 percent overcharge” on eligible purchases); *Broomfield v. Craft Brew All., Inc.*, 2020 WL 1972505, at *9 (N.D. Cal. Feb. 5, 2020) (approving settlement where relief equaled “a 12.7% price premium per-product”).

Kasal, 1999 WL 463552, at *5 (Del. Super. Ct. Apr. 9, 1999) (similar for breach of warranty). The same is true for most other states' consumer-fraud laws and warranty statutes (including Missouri's), which likewise recognize a benefit-of-the-bargain measure, under which damages could only amount to a full refund if the product was worthless.³⁵ See Dee Pridgen et al., *Consumer Protection and the Law* § 6:4 (2021-2021) (describing typical consumer-fraud damages measure as “the difference between the value of the item as represented and what the item purchased was actually worth”); 67A Am. Jur. 2d Sales § 1104 (Aug. 2021 Update) (similar “difference in value” measure for breach of warranty).

For similar reasons, another district court has rejected the argument that another Roundup® Lawn & Garden class settlement should have accounted for full-refund damages. *Jones*, 2021 WL 2426126, at *6 & n.10 (noting that “class members’ recovery was never going to be 100% of the purchase price” and that “full refunds would constitute a windfall”). The same reasoning applies here. Neither Missouri Class Members nor Class Members from other states could reasonably expect to recover damages equal to 100% of the purchase price. The Settlement’s failure to provide for such damages is not unreasonable.

Nor is there any merit to the *Tomlinson* Plaintiffs’ argument in previous briefing that the Settlement should include provision for punitive damages they seek in Missouri.³⁶ Even if there were a meaningful likelihood of punitive damages in a consumer class-action with no claim of personal injury (and Class Counsel does not believe there is), a nationwide settlement need not

³⁵ See *Kerr v. Vatterott Educ. Ctrs. Inc.*, 439 S.W.3d 802, 814 (Mo. Ct. App. 2014) (holding “refund” damages are available only when plaintiff “rescinds and returns the property received or whe[n] he received nothing of value”); see also *In re POM Wonderful LLC*, No. ML 10-02199 DDP (RZx), 2014 WL 1225184, at *3 (C.D. Cal. Mar. 25, 2014) (“[T]he Full Refund model depends upon the assumption that not a single consumer received a single benefit...”). It would be extraordinarily difficult to establish that the Roundup® products have *no* value. Plaintiffs do not allege, for example, that the Products were ineffective at killing weeds or otherwise did not perform their intended function.

³⁶ The *Tomlinson* court has not ruled on the plaintiffs’ request for punitive damages. And the bar for punitive damages under the MMPA is high. See *Walsh v. Al W. Chrysler, Inc.*, 211 S.W.3d 673, 676 (Mo. Ct. App. 2007).

account for the speculative possibility that a fraction of class members could potentially recover punitive damages under certain states' laws. *See Moore v. Verizon Comms. Inc.*, 2013 WL 4610764, at *9 (N.D. Cal. Aug. 28, 2013) (a settlement need not provide for punitive damages and such awards are “inherently speculative and discretionary”); *Zepeda v. PayPal, Inc.*, 2017 WL 1113293, at *12 (N.D. Cal. Mar. 24, 2017) (“[Objector’s] ancillary contention that Plaintiffs should have taken into account Defendants’ potential exposure to punitive damages has likewise been rejected by this Circuit.”). Moreover, “[i]t is an inherent feature of the class-action device that individual class members will often claim differing amounts of damages—that is why due process requires that individual members of a class certified under Rule 23(b)(3) be given an opportunity to opt out of the settlement class to pursue their claims separately.” *Lane v. Facebook, Inc.*, 696 F.3d 811, 825 (9th Cir. 2012). In any event, this Court has already held that the “settlement amount and [20 percent] compensation amounts appear to be adequate given the many risks inherent in this litigation.” PA Order ¶ 5.

At the preliminary-approval hearing and in the preliminary-approval order, the Court noted that it would be concerned with the adequacy of the settlement amount if it turned out that claims rates were so high that a substantial downward adjustment to claims payments was required. *Id.* ¶ 4 (“[I]f the participation rate ends up being significantly greater than contemplated by the agreement (such that the ceiling is exceeded by a substantial margin), the Court could reject the settlement at the final approval stage.”); Transcript of hearing on Plaintiffs’ Motion for Preliminary Approval (“Hearing Tr.”) at 14 (“So what if enough people submit claims that even if they were only recovering the minimum amount they could recover without submitting proof of purchase and all that ... using that minimum amount would call for a payment of \$300 [million]? ... wouldn’t that be evidence in the record at final approval that the settlement was unreasonable?”).

The Court’s concern has not come to fruition. As explained above, given the anticipated claims rate of 2.33 to 2.67 percent, the Ceiling will not be exceeded and Class Members will receive the 20 percent payments contemplated by the Settlement with no downward adjustment,

let alone a “substantial” adjustment. In sum, claimants will receive precisely the payments that this Court already determined were adequate at the preliminary-approval stage.

Further, the claims rate in this case is consistent with claims rates regularly seen in similar consumer class actions and the claims rate predicted at preliminary approval. See Dkt. No. 94-4 ¶ 11 (estimating a likely claims rate in this case between 1 to 5 percent). It is consistent, for example, with the claims rate in another recent class-action settlement related to Roundup®. *Jones v. Monsanto Co.*, 2021 WL 2426126, at *3 (W.D. Mo. May 12, 2021), *aff’d*, 38 F.4th 693 (8th Cir. 2022) (claims rate of 2-3%). It is also consistent with claims rates in numerous other consumer settlements approved in this Circuit. See, e.g., *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 944-45 (9th Cir. 2015) (affirming approval of settlement with claims rate of less than 3.4%); *Rael v. Children’s Place, Inc.*, No.: 3:16-cv-00370-GPC-LL, 2020 WL 434482, at *9 (S.D. Cal. Jan. 28, 2020) (“[C]onsumer class actions tend to result in claims rates in the low single digits.”). And it is consistent with this Court’s own statement that “low participation rate[s]” are to be expected in such consumer settlements.

A district court’s role is “to ensure the settlement is ‘fundamentally fair within the meaning of Rule 23(e).’” *TracFone*, 112 F. Supp. 3d at 1004-05 (quoting *Lane*, 696 F.3d at 819). This Settlement is fundamentally fair.

C. The extent of discovery and stage of proceedings weigh in favor of approval.

“[I]n the context of class action settlements, ‘formal discovery is not a necessary ticket to the bargaining table’ where the parties have sufficient information to make an informed decision about settlement.” *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (citation omitted). Courts instead “look for indications ‘the parties carefully investigated the claims before reaching a resolution.’” *In re Volkswagen “Clean Diesel” Mktg., Sales Pracs., & Prod. Liab. Litig.*, MDL No. 2672 CRB (JSC), 2016 WL 6248426, at *13 (N.D. Cal. Oct. 25, 2016), *aff’d* 895 F.3d 597 (9th Cir. 2018), *and* 741 F. App’x 367 (9th Cir. 2018) (quoting *Ontiveros v. Zamora*, 303 F.R.D. 356, 371 (E.D. Cal. 2014)) (holding that factor weighed in favor of approval where parties

settled in early stages of litigation prior to “dispositive motion practice,” but plaintiffs had served written discovery, “analyzed economic damages (and retained experts concerning those issues),” and done “careful investigation of their claims before they filed their Complaint”).

Class Counsel aggressively litigated the claims released by the Settlement here for more than two years across more than a dozen Related Actions. The Parties engaged in formal discovery in the related *Ezcurra* and *Weeks* matters and informal discovery before mediation. That includes Plaintiffs’ preparation of an expert report, responses to dozens of interrogatories, and Monsanto’s production of thousands of pages of documents. Class Counsel also conducted a “careful investigation of their claims” prior to filing suit, including reviewing extensive information and documentation from the personal-injury litigation and the regulatory record that is available online.³⁷ The Settlement Agreement was reached only after dispositive motion practice in this and Related Actions. Thus, Class Counsel were well versed in the strengths and weaknesses of Plaintiffs’ claims, when the Settlement Agreement was negotiated. *See also Palacios v. Penny Newman Grain, Inc.*, 2015 WL 4078135, at *8 (E.D. Cal. July 6, 2015) (“The information defendants provided allowed plaintiffs to conduct other investigations and to conclude that the settlement amount is ‘extremely favorable’”); *Atkinson.*, 2021 WL 6028374, at *2 (Chhabria, J.) (“At the time the Settlement was signed, this litigation had been pending for nearly a year. During settlement negotiations, the parties exchanged relevant discovery necessary to make an informed decision regarding settlement.”).

D. The experience and views of counsel weigh in favor of settlement.

Parties represented by competent counsel are well positioned “to produce a settlement that fairly reflects each party’s expected outcome in litigation.” *Rodriguez*, 563 F.3d at 967 (quoting

³⁷ *See* Baum Hedlund, *Monsanto Papers*, <https://www.baumhedlundlaw.com/toxic-tort-law/monsanto-roundup-lawsuit/monsanto-secret-documents/> (last visited October 20, 2021); *see also* Environmental Protection Agency, *Glyphosate Registration Review Docket*, <https://www.regulations.gov/docket/EPA-HQ-OPP-2009-0361> (last visited October 20, 2021).

In re Pac. Enters. Sec. Litig., 47 F.3d 373, 378 (9th Cir.1995)) (internal quotation marks omitted). Courts thus “afford ‘great weight to the recommendation of counsel.’” *Volkswagen*, 2016 WL 6248426, at *14 (citation omitted).

Class Counsel have significant experience with consumer class actions and other complex litigation, including being appointed as lead or co-lead class counsel in several cases in this Court and other state and federal courts and to plaintiffs’ executive committees in several multidistrict class-action litigations. Wade MPA Decl. ¶¶ 22, 25-34; Oster MPA Decl. ¶¶ 10-13. The Settlement was reached only after hard-fought, arms’ length negotiations between competent and well-informed counsel that were facilitated by an experienced mediator. Wade MPA Decl. ¶¶ 15, 35-36; Oster MPA Decl. ¶¶ 14-15. For all the reasons expressed herein, Class Counsel believe the Settlement constitutes an excellent recovery for Class Members and is fair, reasonable, and adequate. Wade MPA Decl. ¶¶ 35-36; Oster MPA Decl. ¶¶ 14-15. This factor thus weighs in favor of approval. *See Atkinson*, 2021 WL 6028374, at *2 (Chhabria, J.) (“The Settlement was negotiated by highly skilled and experienced cybersecurity and class action lawyers[, and] [c]ounsel for both parties considered the numerous legal issues the case presented, as well as the relative strengths and weaknesses of the litigation. These competent lawyers endorse the Settlement, and the Court finds that this factor supports final approval.”).

E. The lack of a governmental participant at this stage is neutral.

In accordance with Class Action Fairness Act, 28 U.S.C. §§1715, *et seq.*, the Claims Administrator caused notice of the Settlement to be sent to the Attorneys General of all states and territories as well as the Attorney General of the United States. Schwartz Decl. ¶ 5. To date, no government agency has objected to the Settlement.³⁸ *Id.* ¶ 6. “There is no governmental participant in this Class Action. As a result, this factor does not apply to the Court’s analysis.” *Nat’l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004) (granting

³⁸ By pointing out that no government entity has objected to the Settlement, Plaintiffs in no way suggest that the Settlement enjoys the support of any government entity. Additionally, another week remains for objections to be lodged against the Settlement.

final approval); *Atkinson*, 2021 WL 6028374, at *2 (Chhabria, J.) (“The Court notes that there have been no objections to the Settlement and no concerns raised by any government entity.”).

F. The reaction of the Class Members to the Settlement favors final approval.

Notice was given and the claims period has expired with at least 226,268 valid claims and possibly as many as 230,097. There were only seven opt-outs (five represented by the same counsel) and with only a week remaining before the deadline, there have been no objections beyond those already considered and rejected at the preliminary approval stage. The Objectors to preliminary approval did not opt-out. In short, the reception to the proposed settlement has been overwhelmingly positive. *See Atkinson*, 2021 WL 6028374, at *1 (Chhabria, J.) (“Out of 4,198,490 Class Members notified of the Settlement, none objected to the Settlement, and only 12 requested to be excluded from the Settlement. This demonstrates that Class Members support the Settlement and attests to its fairness.”) (citing *Custom LED, LLC v. eBay, Inc.*, 2014 WL 2916871, at *5 (N.D. Cal. June 24, 2014) (a .04% opt-out rate with one objection is an “overwhelmingly positive reaction” from class members)).

G. Other Rule 23(e) Factors

1. The methods for processing claims and distributing monetary relief are effective and adequate.

As explained by the 2018 Advisory Committee Notes to Rule 23, a “claims processing method should deter or defeat unjustified claims, but the court should be alert to whether the claims process is unduly demanding.” The proposed method of processing claims here strikes that delicate balance. Class Members who are seeking monetary relief under the Settlement need only submit a relatively simple claim form online. The short and simple Claim Form only required Class Members to provide their contact information and basic information about their purchases of the Products (e.g. number of Products purchased, when they were purchased, and in which state). Schwartz Decl. ¶ 30. Proof of purchase was not required, except for the three largest Roundup Products. *Id.* Class Members had the option of making claims online or by sending the printed Claim Form to the Settlement Administrator. *Id.*

Payments to Class Members who submitted valid Claim Forms will be disbursed directly to eligible claimants. *Id.* Class Members who submitted claims via the online Claim Form portal on the Settlement Website had options for receiving payments via check or electronically, such as by PayPal, with the vast majority selecting electronic payment. *Id.*

Both the claims process and method for distributing the monetary portion of the settlement are claimant-friendly, efficient, and support final approval.

2. The terms of the proposed award of attorneys' fees are fair.

The Settlement provides that Monsanto will not object to Class Counsel applying for an award of attorneys' fees of up to 25% of the Ceiling Amount (or up to \$11,250,000). Settlement § F(1). The settlement also provides that Class Counsel's litigation expenses, if approved by the Court, will also be paid by Monsanto. *Id.* As detailed in Plaintiffs' Motion for Attorneys' fees, Costs, and Incentive Awards, filed on October 31, 2022, the amount of the requested proposed attorneys' fees and litigation expenses is fair and reasonable. Dkt. 122.

The timing for payment of the Fee and Expense Award under the Agreement, if approved, is fair and reasonable. Specifically, such fees, costs, and expenses, if approved by the Court, will be paid within twenty-one days following the Effective Date (subject to this Court's holdback of a percentage of any such award pending a final claims review), which under no circumstances will be prior to the Settlement Approval order and Final Judgment. *Id.* § F(3). Accordingly. Class Counsel will only get paid if the Settlement is finalized, which is fair to the Settlement Class. *Id.*

3. There are no Rule 23(e)(3) supplemental agreements to identify.

Rule 23(e) requires that the parties identify "any agreement made in connection with the proposal." Fed. R. Civ. P. 23(e)(3). Here, there are no "side-agreements" made in connection with the Settlement. Wade MPA Decl. ¶ 44.

4. Class Members are treated equitably relative to each other.

The 2018 Advisory Committee Notes to Rule 23 explain that this factor concerns "inequitable treatment of some class members vis-à-vis others. Matters of concern could include whether the apportionment of relief among class members takes appropriate account of differences

among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief.” *Id.* None of those concerns are present here.

Here, each Class Member is treated in the same manner with respect to the claims they are releasing and their eligibility for a monetary award. Each member of the Class is treated in the same manner with respect to the claims they are releasing and their eligibility for an award. Under the Agreement, each Settlement Class Member can submit a claim for approximately 20% of the purchase price of the Products purchased, regardless of the amount actually paid and without providing any proof of purchase (except for the three largest Products, for which proof of purchase required). Settlement §§ E(1), I(6). Additionally, each Class Member is able to make claims for purchases made within the statute of limitations for the state in which the Products were purchased. *Id.* § I(6). Claims may increase or decrease *pro rata*, which will ensure all Settlement Class Members are treated equally if the total settlement amount falls short of the Settlement Floor or surpasses the Ceiling Amount (it will not). *Id.*, §§ E(2)-(3). Overall, this approach provides claimants the ability to obtain a payment commensurate with their potential losses, as compared to other Class Members. This structure is fully in line with the 2018 Committee Notes’ directive to “deter or defeat unjustified claims” without being “unduly demanding.”

The Settlement, which allows Plaintiffs to apply for service awards of up to \$5,000 each, does not improperly grant them preferential treatment. Rather, it is an appropriate amount to compensate them for their time and dedication to the case, as well as for the risks they undertook in bringing this Action. *See, eg.*, ECF Nos. 122-9, 122-10, 122-11, 122-12, 122-13, 122-14, 122-15, 122-16; *see also Ahmed v. HSBC Bank USA*, No. ED CV 15-2057 FMO (SPx), 2019 U.S. Dist. LEXIS 104401, *34 (C.D. Cal. Jun. 21, 2019) (finding \$5,000 incentive award “presumptively reasonable”) (citing *In re Online DVD-Rental*, 779 F.3d 934, 947-48 (9th Cir. 2015) (upholding \$5,000 incentive awards).

II. THE SETTLEMENT CLASS SHOULD REMAIN CERTIFIED

Final approval of a class action settlement requires, as a threshold matter, an assessment of whether the settlement class satisfies Fed. R. Civ. P. Rule 23(a) and (b). *Hanlon v. Chrysler Corp.*,

150 F.3d 1011, 1022 (9th Cir. 1998). The Court found that the proposed Settlement Class satisfies the prerequisites for a class action under Fed. R. Civ. P. Rule 23(a) and (b)(3). PA Order ¶¶8-9. No facts that would affect these requirements have changed since the Court preliminarily approved the Settlement in June 2022, and this motion incorporates by reference the prior analysis as set forth in the Motion for Preliminary Approval and the Preliminary Approval Order. *See* PA Order and Dkt. Nos. 94, 105-110. Accordingly, this Court need not revisit class certification here, and the Class should remain certified for settlement. *See In re Lenovo Adware Litig.*, NO. 15-md-0264-HSG, 2019 U.S. Dist. LEXIS 69797, *20 (N.D. Cal. April 24, 2010).

CONCLUSION

Based on the foregoing, the proposed Settlement is fair, adequate, and reasonable. With the consent of Defendant Monsanto, Plaintiffs therefore respectfully request that the Court: (1) grant final approval of the Settlement; (2) finally certify the Settlement Class; (3) order Monsanto to comply with the relief described in the Agreement; (4) authorize P&N to administer the settlement benefits to the Settlement Class Members who submitted valid claims; (5) authorize the entry of a final judgment of the Action with prejudice following the requisite post-distribution accounting as required by this Court and the Local Rules; and, (6) grant Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards (Dkt. No. 122).

Dated: November 28, 2022

/s/ Gillian L. Wade

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

SCOTT GILMORE, et al.,

Plaintiffs,

vs.

MONSANTO COMPANY,

Defendant.

MDL No. 2741

Case No. 3:21-cv-08159

**DECLARATION OF GILLIAN L. WADE IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 12, 2023

Time: 2:30 p.m.

Place: Via Zoom Webinar

Judge: Hon. Vince G. Chhabria

I, Gillian L. Wade, declare as follows:

1. I am admitted to the bar of this state and am a partner at Milstein Jackson Fairchild & Wade, LLP (“MJFW”), Class Counsel and counsel of record for Plaintiffs Scott Gilmore, Julio Ezcurra, Sherry Hanna, James Weeks, Paul Taylor, Kristy Williams, Amanda Boyette, and Anthony Jewell (collectively, Plaintiffs). I have personal knowledge of the facts set forth in this declaration, and, if called as a witness, could and would competently testify thereto under oath.

2. This declaration is submitted in support of Plaintiffs’ Motion for Final Approval.

3. Except for the objections presented at the preliminary approval stage, to date, I am unaware of any members of the Settlement Class who objected to or commented on the Settlement Agreement in writing, pursuant to the process for such objections set forth in the Settlement Agreement or otherwise.¹

4. I was counsel of record for the plaintiff in *Weeks v. Home Depot U.S.A., Inc.*, No. 2:19-cv-6780 (C.D. Cal.), where there was significant motion practice and discovery, including Home Depot’s production of tens of thousands of pages of documents, the plaintiff’s responses to written discovery, and many Rule 37 conferences.

5. The *Weeks* opening brief on appeal has been filed, and the matter remains pending before the Ninth Circuit.

6. Sherry Hanna’s state court action against Walmart was voluntarily dismissed only after the parties’ successful mediation. Similarly, the motion to dismiss in *Williams v. Lowe’s Home Centers, LLC*, No. 20-1356 (C.D. Cal. filed July 6, 2020) was fully briefed and voluntarily dismissed only after the Parties had reached an agreement in principle. *Jewell v. Walmart, Inc.*,

¹ The Second Amended Class Action Settlement Agreement (the “Settlement”) is attached to ECF No. 94-1 at pages 18 to 57. Unless otherwise stated, all capitalized terms refer to the terms defined in the Settlement.

No. 19-4088 (W.D. Ark. filed Aug. 12, 2019) and *Boyette v. Lowe's Companies, Inc.*, No.19-4119 (W.D. Ark. filed Sept. 13, 2019) were not “abandoned,” but rather, a strategic decision to pursue similar claims against Walmart and Lowes in California was made to carry on the litigation with *Hanna* and *Williams*.

7. I was also counsel of record for plaintiff in *Ezcurra v. Monsanto Co.*, No. 9:20-cv-80524 (S.D. Fla.). In the course of the briefing on Monsanto’s motion to dismiss, Class Counsel filed *Fagundes v. The Home Depot*, No. 0:20-cv-61035 (S.D. Fla.) and *Taylor v. Costco Wholesale Corp.*, No. 20-cv-00655 (E.D. Cal.). Monsanto’s motion to dismiss in *Ezcurra* led to several amendments to the pleadings and months of motion practice. With Monsanto’s motion still pending, the Parties in May 2020 conducted a Rule 26(f) conference, filed a Joint Discovery Plan, and commenced discovery. The Parties in *Ezcurra* exchanged written discovery between May and July 2020. Monsanto responded to interrogatories, requests for admission, and requests for production, and it produced thousands of pages of documents, including sales data and final product labeling. *Ezcurra* responded to lengthy interrogatories and produced documents. The Parties also served notices of deposition and began negotiating the scope of those depositions. Monsanto produced thousands of pages of documents (including sales data and product labeling) and responded to interrogatories and requests for production.

8. Shortly before Monsanto’s expert disclosures were due, and with depositions set to commence, the court granted Monsanto’s motion to dismiss on the ground that Florida’s safe-harbor provision barred *Ezcurra*’s claims (without addressing the merits of Monsanto’s other arguments). *Ezcurra* was dismissed just one business day before depositions were scheduled to begin. Although the depositions never went forward, the parties were prepared for them. Plaintiffs

had also prepared a Motion for Class Certification that was due one week after the case was dismissed. Such preparation was necessary, given that trial was set for December 7, 2020.

9. The *Ezcurra* opening brief on appeal has been filed, and the matter remains pending before the Eleventh Circuit.

10. Through discovery and extensive briefing on an array of complex issues, I was well apprised of the strengths and weaknesses of the cases before engaging in settlement talks. This was further underscored by briefing occurring during the time settlement discussions were underway, creating further risks for both parties which facilitated settlement. Also key was the expert discovery in the *Ezcurra* case.

11. The work done in the Related Cases—discovery, the expert analysis, publicly available discovery from a number of personal injury cases in litigation, and briefing on complex issues, including class certification—contributed significantly to the Settlement.

12. There was significant risk for both parties going into mediation, as informed by the Parties' dueling expert analyses and a number of pending rulings on fully briefed matters.

13. At the time of mediation, the Parties were more than able to assess the risks of continued litigation, further underscoring the Settlement's validity.

14. The claims rate can be calculated by dividing the net valid claims by \$532 million (the total cash value of the Settlement assuming no ceiling and a 100% claims rate). The \$532 million comes from the total sales value of the Products during the Class Period (\$2.66 billion) multiplied the percentage value of the cash payments (20% of the average retail price).

15. Co-counsel and I were actively involved in discussions with the Claims Administrator to ensure that the claims process was not burdensome for Class Members.

16. As explained in Class Counsel's November 14, 2022 letter to the Court, another individual (who stated he is *not* a Class Member but was attempting to help a family member who

is) reached out to Class Counsel to complain that he was unable to access the online Claim Form at 10:37 p.m. PST on the last day to make claims. To date, other than the communications with this individual, Class Counsel has received no further correspondence regarding the closure. Class Counsel took the actions described in the November 14 letter to address this issue.

17. The costs of continued litigation would be significant. Although Plaintiffs and Class Counsel have confidence in their claims, a favorable outcome is not assured. For over two years and across more than a dozen Related Actions, Monsanto has raised multiple legal and factual defenses that, barring a settlement, will require additional discovery, depositions, briefing, and other costly and time-consuming pretrial efforts. Moving to trial would involve significant additional expert discovery and motion practice, implicating a decades-long scientific and regulatory record spanning hundreds of studies and millions of pages. There would likely be a vigorous dispute over class certification and potentially interlocutory appeals. It is also quite clear that there would be extensive disputes over the existence and amount of any price premium. And, because there is every reason to believe Monsanto would continue to vigorously defend against Plaintiffs' claims, a long and costly trial on the merits, followed by appeals, could ensue. Even if Plaintiffs were to certify a class and prevail at a class trial, any recovery could be delayed for years by appeal, which could have further delayed and jeopardized a class recovery. And if a class maintained its certified status through trial, any adverse judgment would bind the entire class.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct. Executed on November 28, 2022 in Los Angeles, California.



Gillian L. Wade

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

SCOTT GILMORE, JAMES WEEKS,)
PAUL TAYLOR, SHERRY HANNA,)
AMANDA BOYETTE, JULIO EZCURRA,)
ANTHONY JEWELL, and KRISTY)
WILLIAMS)

Plaintiffs,)

v.)

MONSANTO COMPANY,)

Defendant.)

Case No. 3:21-cv-8159

**DECLARATION OF BRANDON SCHWARTZ REGARDING NOTICE PLAN
IMPLEMENTATION AND SETTLEMENT ADMINISTRATION**

I, Brandon Schwartz, declare:

1. I am the Director of Notice for Postlethwaite & Netterville, APAC (“P&N”), a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs.

2. In the *Declaration of Brandon Schwartz Regarding Proposed Notice Plan* (“Schwartz Declaration,” Dkt. 94-4) filed with the Court on January 20, 2022 and submitted along with my C.V., I detailed the proposed Notice Plan to administer the claims process in the above-referenced matter (the “Action”)¹. As stated in the Schwartz Declaration, P&N designed the Notice Plan to give notice to the Settlement Class in the most practicable manner possible. To do so, P&N designed, and the Court approved, a multifaceted approach utilizing a combination of (1) print media, (2) online display, (3) social media, (4) online video, (5) connected TV/OTT², (6) digital newsletters, (7) search advertising, (8) third-party class action websites, (9) email notice to a purchased list of individuals that have an interest in lawn and garden maintenance, (10) a national press release, (11) a toll-free settlement hotline, and (12) a Settlement Website.

3. On June 21, 2022, the Court approved the Notice Plan and appointed P&N as the Claims Administrator in the *Order Granting Motion for Preliminary Approval of Class Action Settlement* (the “Order,” Dkt 121). The Court conditionally certified a Class defined as “[a]ll Persons in the United States who, during the Class Period, purchased Products in the United States other than for resale or distribution, excluding (i) judicial officers and associated court staff assigned to this case, and their immediate family members; (ii) past and present (as of the Effective Date) officers, directors, and employees of Monsanto; and (iii) all those otherwise in the Settlement Class who timely and properly exclude themselves from the Settlement Class pursuant to the Settlement Agreement and in the manner approved by the Court and set forth in

¹ All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

² Connected TV/OTT is a television that connects to the internet to support streaming video content. Connected TV/OTT’s include Smart TV’s, Apple TV, Amazon Fire TV, or devices like Roku and gaming consoles, etc.

the Class Notice".

4. Upon entry of the Order, P&N began to implement the Notice Plan in accordance with its requirements. This declaration will discuss the implementation of the Notice Plan and Settlement Administration.

Notice Plan Summary

Class Action Fairness Act Notice ("CAFA")

5. On or about June 21, 2021, pursuant to 28 U.S.C. §1715, P&N, on behalf of the Defendant, caused notice of this Settlement and related materials to be sent to the Attorneys General of all U.S. states, U.S. Territories and Puerto Rico as well as the Attorney General of the United States.

6. To date, P&N has not received any objection or any other response from any Attorneys General. A copy of the CAFA Notices and status of delivery are attached hereto as **Exhibit A**.

Publication Notice

7. Pursuant to the Order, P&N caused the Publication Notice to be published in the September 2022 (on-sale August 12, 2022) edition of *Better Homes & Gardens*. The top of the Notice stated the following, as approved by the Court: "Class Members will retain their right to sue if they currently have, or later develop, cancer or any other illness or injury from exposure to the Products." A copy of the Publication Notice as it appeared in *Better Homes & Gardens* is attached as **Exhibit B**.

Digital Banner Notice

8. Pursuant to the Order, P&N caused digital banner notices to run across Google, Yahoo! and Centro Ad Networks, Facebook, Instagram, Pinterest, Outbrain and video notice on YouTube. Digital notices were targeted to individuals in accordance with the Schwartz Declaration (¶22) and allowed website visitors to identify themselves as potential Class Members and click through to the Settlement Website. More than 402,466,504 impressions were generated during the campaign, which was 18,816,104 more than described in the Schwartz Declaration.

The digital banner notices ran in English and Spanish on appropriate websites. Screenshots of the digital banner notices are attached as **Exhibit C**.

Digital Newsletters

9. Pursuant to the Order, P&N disseminated notice through the digital newsletter publications of *Family Handyman*, *Better Homes & Gardens*, *Southern Living*, *Golf Magazine*, and *Kiplinger*.

10. Notice in *Family Handyman* digital newsletter was provided by custom created content and a 728x90 ad unit and was sent to an average opt-in audience of 657,781 over three newsletters. Notice in *Better Homes & Gardens* digital newsletter was provided by a custom email and was sent to an average opt-in audience of 122,258 over three newsletters. Notice in *Southern Living* digital newsletter was provided by a custom email and was sent to an average opt-in audience of 153,770 over three newsletters. Notice in *Golf Magazine* digital newsletter was provided by 300x250, 970x250, 300x600, and 320x50 ad units as well as a companion digital banner in the same ad sizes that ran on www.golfmagazine.com. In total, 1,050,47 impressions ran over a one-month period across *Golf Magazine* channels. Notice in *Kiplinger* ran three times in *Kiplinger Today* and *A Step Ahead* digital newsletters for a total of six insertions. Notice was provided by custom created content alongside a 600x400 image and was sent to an average opt-in audience of 603,832 and 642,719 for *Kiplinger Today* and *A Step Ahead*, respectively.

11. Screenshots of the digital newsletter notices and companion banners are attached in **Exhibit D**.

Connected TV (“CTV”)/Over-the-Top (“OTT”)

12. Pursuant to the Order, P&N caused a 30-second English language television notice on connected TV devices. Over four weeks, CTV delivered 1,105,995 impressions, which was 105,995 more than described in the Schwartz Declaration.

Sponsored Search Advertising

13. Pursuant to the Order, P&N caused notice to appear by sponsored search advertising via Google Ads. Sponsored search ads appeared in the search results field on

Google.com. Keywords related to the litigation such as Roundup, Weed & Grass Killer, Monsanto, Lawn Care, Weed Removal, and Garden, among others, were used to prompt the sponsored search ads. In total, 143,268 impressions were generated. Screenshots of the sponsored search ads are attached in **Exhibit E**.

Third-Party Class Action Settlement Websites

14. Pursuant to the Order, P&N placed notices with Top Class Actions, (www.topclassactions.com) and ClassAction.org (www.classaction.org). These notices were posted in featured sections of the websites and included in their opt-in digital newsletters.

15. Screenshots of the notices in Top Class Actions and ClassAction.org are attached in **Exhibit F**.

Email Notice

16. Pursuant to the Order, P&N disseminated notice to a purchased list of approximately 3,500,000 email addresses of individuals that have an interest in lawn and garden maintenance.

17. The Publication Notice was formatted for email distribution and contained a link to the Settlement Website and online Claim Form, instructions for filing a Claim, and the toll-free telephone number from which a Claim Form could be requested. P&N followed standard email best practices, including utilizing "unsubscribe" links and the Claims Administrators contact information in the email notice. Prior to sending, emails were put through a hygiene and verification process to protect the integrity of the email campaign and maximize deliverability. Steps included deduplication, syntax validation, misspelled domain detection and correction, domain validation, and risk validation.

18. On August 1, 2022, P&N began to disseminate the email notice to the email addresses that passed the hygiene and verification process. Of these, 906,130 emails were undeliverable. Ultimately, the email notice was successfully delivered to 2,845,608 email addresses.

19. A true and correct copy of the email notice is attached as **Exhibit G**.

Press Release

20. Pursuant to the Order, on July 6, 2022, P&N disseminated a nationwide news release over Cision's PR Newswire US1 & National Hispanic newlines in English and Spanish announcing the Settlement. The release resulted in 441 pickups by media outlets and a total potential audience of 112,920,514. A copy of the release in English and Spanish as well as the visibility report is attached as **Exhibit H**.

Settlement Website

21. On July 5, 2022, P&N took the neutral informational Settlement Website, www.WeedKillerAdSettlement.com, live. Pursuant to the Order, the Settlement Website landing page states the following: "Class Members will retain their right to sue if currently have, or later develop, cancer or any other illness or injury from exposure to the Products." Visitors to the Settlement Website can download the Notice of Class Action Settlement, the Claim Form, as well as Court Documents, such as the Class Action Complaint; Settlement Agreement; Motions filed by Class Counsel, including Plaintiffs' Motion for Attorneys' Fees, Costs, and Incentive Awards; and Orders of the Court. Visitors were able to submit Claims electronically, submit documentation and address updates electronically, and submit requests electronically for Settlement documents, including the Claim Form, Opt-Out Form, and Settlement Agreement to be mailed to them. Visitor were also able to find answers to frequently asked questions (FAQs), important dates and deadlines, instructions for how Class Members may opt-out (request exclusion) from or object to the Settlement Agreement, and contact information for the Claims Administrator. As of November 28, 2022, the Settlement Website has received 1,733,957 unique visitors and 4,480,247 page views.

22. The Agreement and Notice Plan did not require mail notice of the Settlement. However, 154 individuals requested notice or claim packets by mail. Of those, 3 were undeliverable. A true and correct copy of the Long Form Notice and Claim Form (English and Spanish) are attached hereto as **Exhibit I**.

Email Support

23. P&N established the email address, info@WeedKillerAdSettlement.com, to provide email support so Class Members could address specific questions and requests to the Claims Administrator. The email address is included in the Notice of Class Action Settlement and displayed on the Settlement Website. As of November 28, 2022, P&N received 487 emails to the email address established for the Settlement.

Settlement Post Office Box

24. P&N also established a dedicated Post Office Box (“P.O. Box”):
Gilmore v. Monsanto Co.
P.O. Box 4208
Baton Rouge, LA 70821

25. The P.O. Box serves as a location for Class Members to submit Claim Forms, exclusion request forms, and other Settlement related correspondences. The P.O. Box appears in the Notice of Class Action Settlement and in multiple locations on the Settlement Website. P&N monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

Dedicated Toll-Free Hotline

26. P&N also established the toll-free hotline, 1-833-749-1489, dedicated to this Settlement. The toll-free hotline is accessible 24 hours per day, seven days per week and utilizes an interactive voice response (“IVR”) system where Class Members can obtain essential information regarding the Settlement and be provided responses to frequently asked questions. Class Members have the option to leave a voicemail and receive a call back from the call center representative. The toll-free hotline appeared in the Notice of Class Action Settlement and in multiple locations on the Settlement Website. As of November 28, 2022, the toll-free hotline has received 314 calls and 153 voicemails, totaling 1,168 minutes.

Notice Plan Conclusion

27. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, and by case law pertaining to the recognized notice standards under relevant Northern District of California and Federal Rules of

Civil Procedure, Rule 23 (“FRCP 23”). This framework directs that the notice plan be optimized to reach the class and, in a settlement notice situation such as this, that the notice or notice plan itself not limit knowledge of legal rights—nor the ability to exercise other options—to class members in any way. All of these requirements were met in this case.

28. In total, the Notice Plan as described delivered an 81% reach with an average frequency of 2.60. The measurable reach of the Notice Plan does not include CTV, email notice, search advertising, third-party class action websites, Settlement Website, toll-free hotline, & press release, as these media vehicles are difficult to calculate. They, however, meaningfully strengthened the reach and frequency of the Notice Plan.

29. It is my opinion, based on my expertise and experience and that of my team, that the methods of notice dissemination implemented by this Settlement, and the Court’s Preliminary Approval Order, provided effective notice of the Settlement, provided the best notice that is practicable, complied with the Northern District of California’s guidelines related to class action settlements, adhered to FRCP 23, followed the guidance set forth in the Manual for Complex Litigation 4th Ed. and FJC guidance, and met the requirements of due process, including its “desire to actually inform” requirement.

Claim Form Submissions

30. Class Members had the option of making Claims online or by sending the printed Claim Form to the Claims Administrator. The online Claim Form feature was available on the Settlement Website beginning July 5, 2022. The online Claim Form only required Class Members to provide their contact information, the address where the Products were primarily used, information about their purchase history, and certification of the truthfulness of the information contained in the Claim Form. The online Claim Form was designed to streamline the process that allowed Class Members to select Products purchased and provide the required purchase information using a drop-down menu. As part of the claims process, Class Members had the option to select their preferred payment method via check or digital payment, such as by PayPal, Venmo, Zelle, Digital MasterCard. As of November 28, 2022, 194,158 (84%) valid claims have

elected to receive a digital payment.

31. The deadline for Claim submissions was October 19, 2022. As of November 28, 2022, P&N has received 247,099 net Claim³ submissions accounting for 1,391,159 total products claimed. P&N shall continue to analyze Claims that have already been received as well as any additional timely Claims mailed to the P.O. Box and postmarked by the claim filing deadline.

32. As of November 28, 2022, P&N has received 230,097 Claim submissions that it has deemed to be valid. Table 1 below provides summary statistics of Claim submissions, current dispositions, and projected Claim allocations. A detailed report of Claims received and payout by product type (as of November 28, 2022) is included as **Exhibit J**.

Table 1: Claims Statistics (as of November 28, 2022)		
Description	Volume (#)	Dollars (\$)
Net Claims Received	247,099	\$14,711,068.50
(-) Invalid Claims	805	\$29,050.00
(-) Duplicate Claims Identified ⁴	16,197	\$472,375.00
Net Valid Claims: High End	230,097	\$14,209,643.50
(-) Deficient Document Claim Submissions ⁵	3,829	\$1,499,338.00
Net Valid Claims: Low End	226,268	\$12,710,305.50

33. P&N has reviewed the proof of purchase provided with all 3,864 de-duplicated documented claims and determined that 3,829 are deficient and lack sufficient proof of purchase

³ Net Claims represent claims received after the removal of suspected fraud and/or claims with indication of automated submission. P&N has exercised industry accepted practices and processes to identify, investigate and validate and/or reject potentially fraudulent submissions, including safeguards to ensure that Claims that had indications of automation were submitted by real persons, Internet Protocol Address validation as well as email and digital payment verifications.

⁴ P&N identified and processed duplicate claims by aggregating the products claimed for all claim submissions within each “duplicate group” submitted by a Claimant (a group of Claims submitted with the same Claimant name and address) to arrive at the total products claimed for each duplicate group. P&N then calculated the maximum allowable products for an attested Claim submission at the duplicate group level. The net dollars shown in Table 1 reflect this adjustment.

⁵ Deficient Claim submissions represent Claims submitted with product values exceeding the attested Claim threshold and/or with claimed purchases of the three Products that require proof of purchase, for which the documents submitted by the Claimant did not substantiate the products claimed.

to substantiate the products claimed as required by the terms of the Settlement Agreement and the Preliminary Approval Order. Nearly all of these deficient Claims were found to be deficient because (1) the documents submitted as “proof of purchase” did not even remotely approximate proof of any purchase of the relevant products or (2) no proof of purchase was submitted. All deficient Claims were sent a notification of the Claims Administrator’s determination regarding their Claim deficiency, and were provided an opportunity to cure the defect before a final determination is made regarding the validity and value of the Claim submission.

34. Claimants who properly cure their Deficient Claims will be awarded a Claim value that is the greater of the dollar value that is supported by the documentation provided by the claimant in response to the deficiency notice. Claimants who do not cure the deficiency will receive the value of the maximum allowable products for an attested Claim submission. Depending on the number of deficiencies that are cured by Claimant responses and the final determination for each deficient Claim submission, P&N anticipates the total payment to Class Members to be between \$14,209,643.50 and \$12,710,305.50 with an average payment per Claim between \$61.75 and \$56.17.

35. On October 20, 2022, the online Claim Form portal closed at midnight Central time. On October 21, 2022, an individual reached out to P&N and Class Counsel to share that he attempted to access the online Claim Form at 10:37 p.m. PST on October 19 and was unable to do so. On November 14, 2022, Class Counsel notified the Court by filing a letter, *Gilmore, et al. v. Monsanto Co., No. 3:21-cv-08159-VC - Claims Form on Settlement Website* (the “Letter”). Pursuant to the Letter, P&N has notified 462 individuals who started a Claim in the hours before the portal closed and did not complete the claims process. P&N informed these individuals that, if they attempted to complete a Claim on October 19, 2022 between 10:00 p.m. PST and midnight, and wish to make a Claim, they may submit a request to receive a link to the online Claim Form.

36. Pursuant to the Letter, P&N posted the following on the Settlement Website and Claim Form landing pages: “On October 19, 2022, the Claim Form was inaccessible from 10:00 p.m. Pacific Time until midnight. If you attempted to access the Claim Form in this timeframe

and wish to make a claim, please click [HERE](#).” Upon clicking on the link, Class Members were asked to provide their name, email address, and attest, via an interactive check box, that they attempted to access the online Claim Form on October 19, 2022 between the hours of 10:00 p.m. PST and midnight but were unable to do so. Upon completing the form and attestation, a link to the online Claim Form was emailed to the email address provided by the Class Member. As of November 28, 2022, P&N has received 443 submissions with a request to make a Claim and 157 completed Claim submissions. These claims remain under review.

37. P&N, in addition to the above steps, contacted 519 individuals with a late Claim submission to determine why the Claim was late and whether the tardiness was related to the Claim Form being inaccessible on October 19, 2022 between 10:00 p.m. Pacific Time until midnight.

38. Pursuant to the Letter, P&N will review (a) any additional Claims received by November 25, 2022 and (b) responses from individuals that provide reasons for late Claim submissions and coordinate with the Parties to determine permissibility of those Claims.

Exclusions and Objections

39. The deadline for Class Members to ask to be excluded from the Settlement was October 19, 2022. To date, P&N has received seven (7) exclusions, which have been provided to the Parties. A list of the Class Members requesting to be excluded is attached as **Exhibit K**.

40. Pursuant to the Court’s Order, “Class Members must file and serve any objections to the proposed settlement, including any memorandum and/or submissions in support of said objection, on the first business day on or after thirty-five (35) calendar days from the filing of the Motion for Attorneys’ Fees, Costs, and Class Counsel Incentive Awards. The requirement to submit a written objection as a prerequisite to appearing before the Court to object to the Settlement may be excused upon a showing of good cause. The Court will require only substantial compliance with the requirements for submitting an objection in this Order and the Class Notice”. P&N does not have any knowledge of an objection filed to date. P&N has also not received any comments from Class Members regarding the substance of the Settlement.

Notice and Administration Expenses

41. P&N has incurred \$446,449.45 in fees and costs completing the Notice Plan and \$135,079.70 in fees and costs administering the Settlement and anticipates incurring \$245,433.00 in additional fees and costs for administration for a total cost of \$826,962.00 for the Notice Plan and administration.

Conclusion

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed this 28th day of November 2022 in Portland, Oregon.



Brandon Schwartz



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pncpa.com

Exhibit A: CAFA Notice





North America Europe Asia

1901 L Street, NW
Washington, DC 20036
T +1 202 282 5000
F +1 202 282 5100

JOHN J. ROSENTHAL

Partner
202-282-5785
jrosenthal@winston.com

June 21, 2021

VIA CERTIFIED MAIL OR FEDERAL EXPRESS

To: State and Federal Officials pursuant to 28 U.S.C. § 1715 (see enclosed distribution list)

Re: CAFA Notices for the Proposed Settlement in *Scott Gilmore et al. v. Monsanto Company*, Case No. 20-1085-MN, U.S. District Court for the District of Delaware

Dear Attorney General:

Pursuant to the federal Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, Defendant Monsanto Company (“Monsanto”) hereby notifies you of the proposed settlement in the above-captioned action (“*Gilmore*”) currently pending in the United States District Court for the District of Delaware, before the Honorable Maryellen Noreika.

This action relates to allegations of false advertising regarding certain Roundup®, Ace®, and HDX® brand herbicide products. Plaintiffs allege that Monsanto unlawfully failed to warn consumers that these products pose certain health risks, including that the products allegedly increase the risk of cancer. Monsanto denies these allegations and any wrongdoing. However, viewing settlement of these claims as being in the best interest of its business, and to avoid burdensome and costly litigation, Monsanto has agreed to settle this matter on a nationwide basis.

For purposes of the proposed settlement, the Settlement Class is defined as:

[A]ll Persons in the United States who, during the Class Period, purchased Products [] in the United States other than for resale or distribution. Excluded from the Settlement Class are (i) judicial officers and associated court staff assigned to [the *Gilmore*] case, and their immediate family members; (ii) past and present (as of the Effective Date) officers, directors, and employees of Monsanto; [and] (iii) all those otherwise in the Settlement Class who timely and properly exclude themselves from the Settlement Class pursuant to this Agreement and in the manner approved by the Court and set forth in the Class Notice.

The “Class Period” is separately defined for each state by reference to the applicable statute of limitations for false-advertising or breach-of-warranty claims (whichever is longer) in that state (accounting for any COVID-related tolling and any tolling as a result of related cases). The Class Period for each state is defined in Exhibit B to the Settlement Agreement. The “Products” are a



June 21, 2021
Page 2

defined set of products, set forth in Exhibit A to the Settlement Agreement, which include all Roundup®, Ace®, and HDX® brand glyphosate-containing herbicide products manufactured by Monsanto and marketed to consumers during the Class Period.

Pursuant to 28 U.S.C. § 1715(b), please find enclosed a CD containing, and paper copies of, the following materials related to the proposed settlement:

- 1. Copy of the complaint, any amended complaints, and any materials filed with the complaints. See 28 U.S.C. § 1715(b)(1).**

Enclosed is the Complaint, dated August 19, 2020; the First Amended Complaint, dated January 12, 2021; and the operative Second Amended Complaint, dated June 11, 2021.

- 2. Notice of any scheduled judicial hearing in the class action. See 28 U.S.C. § 1715(b)(2).**

No hearing has yet been scheduled.

- 3. Any proposed or final notification to class members of a proposed settlement and right to request exclusion from the class action. See 28 U.S.C. § 1715(b)(3).**

Enclosed is a copy of the Declaration of Brandon Schwartz Regarding Proposed Notice Plan (the “Schwartz Declaration”), which was filed concurrently with Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and for Certification of the Class For the Purposes of Settlement (“Plaintiffs’ Motion”). See Dkt. No. 28. The Schwartz Declaration describes the proposed notice plan. Exhibits C-E to the Schwartz Declaration are, respectively, the Proposed Publication Notice (a short-form notice), the proposed Class Action Settlement Notice (a long-form notice), and samples of display and social-media banner notices that will direct potential Class Members to the Settlement Website (which shall include copies of the proposed notices and other information on the settlement). The proposed notifications inform potential Class Members of the terms of the proposed settlement and of their rights and legal options.

- 4. Any proposed or final class action settlement. See 28 U.S.C. § 1715(b)(4).**

Enclosed is a copy of the Class Action Settlement Agreement, which was filed concurrently with Plaintiffs’ Motion. Dkt. No. 26-1.



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Page 3

- 5. Any settlement or other agreement contemporaneously made between Class Counsel and Counsel for the defendants. See 28 U.S.C. § 1715(b)(5).**

There are no additional settlement or other contemporaneous agreements made between Class Counsel and counsel for Monsanto in this matter.

- 6. Any final judgment or notice of dismissal. See 28 U.S.C. § 1715(b)(6).**

To date, neither a final judgment nor a notice of dismissal has been entered in this matter.

- 7. Names of class members who reside in each State and estimated proportionate share of the claims of such members to the entire settlement. See 28 U.S.C. § 1715(b)(7).**

It is not feasible at this time to ascertain with certainty the names and current addresses of potential Settlement Class Members or their estimated shares of the settlement.

- 8. Any written judicial opinion relating to the materials described under subparagraphs (3) through (6). See 28 U.S.C. § 1715(b)(8).**

To date, there are no written judicial opinions relating to the settlement materials described above.

If you have any questions about this notice or the above-referenced litigation, please contact the undersigned counsel for Monsanto.

Sincerely,

John J. Rosenthal

John J. Rosenthal

CAFA Notice Service List

Name 1	Name 2	Address1	Address2	Address3	City	State	Zip	Mail Date 1	Mail Date 2	Delivery Date
Office of the Attorney General	CAFA Notice	1031 W. 4th Avenue, Suite 200			Anchorage	AK	99501-1994	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	501 Washington Avenue	PO Box 300152		Montgomery	AL	36104	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	323 Center Street, Suite 200			Little Rock	AR	72201-2610	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	PO Box 7			Pago Pago	AS	96799	6/18/2021	7/29/2021	9/10/2021
Office of the Attorney General	CAFA Notice	2005 N Central Ave			Phoenix	AZ	85004-2926	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	CAFA Coordinator, Consumer Law Section	455 Golden Gate Avenue, Suite 11000		San Francisco	CA	94102	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor		Denver	CO	80203	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	165 Capitol Avenue			Hartford	CT	06106	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	441 4th Street NW, Suite 11005			Washington	DC	20001	6/18/2021		6/24/2021
United States Office of the Attorney General	CAFA Notice	US Department of Justice	950 Pennsylvania Ave, NW		Washington	DC	20530-0001	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	820 North French Street	6th Floor		Wilmington	DE	19801	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	The Capitol	PL-01		Tallahassee	FL	32399-1050	6/18/2021		6/28/2021
Office of the Attorney General	CAFA Notice	40 Capitol Square SW			Atlanta	GA	30334	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	Administrative Division	590 S. Marine Corps Dr., Suite 901		Tamuning	GU	96913	6/18/2021		6/26/2021
Department of the Attorney General	CAFA Notice	425 Queen Street			Honolulu	HI	96813	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	Hoover State Office Building	1305 East Walnut Street		Des Moines	IA	50319	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	954 West Jefferson Street, 2nd floor	PO Box 83720		Boise	ID	83720-0010	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	100 West Randolph Street			Chicago	IL	60601	6/18/2021		6/28/2021
Office of the Attorney General	CAFA Notice	Indiana Government Center South	302 West Washington Street, 5th Floor		Indianapolis	IN	46204	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	120 SW 10th Ave, 2nd Floor			Topeka	KS	66612-1597	6/18/2021		6/29/2021
Office of the Attorney General	CAFA Notice	700 Capitol Avenue, Suite 118			Frankfort	KY	40601-3449	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	PO Box 94005			Baton Rouge	LA	70804	6/18/2021		6/22/2021
Office of the Attorney General	CAFA Notice	ATTN: CAFA Coordinator/General Counsel's Office	One Ashburton Place		Boston	MA	02108	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	200 St. Paul Place			Baltimore	MD	21202	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	6 State House Station			Augusta	ME	04333	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	G. Mennen Williams Building	525 West Ottawa Street	PO Box 30212	Lansing	MI	48909	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	445 Minnesota Street, Suite 1400			St Paul	MN	55101-2131	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	Supreme Court Building	207 West High Street		Jefferson City	MO	65102	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	Administrative Building	PO Box 10007		Saipan	MP	96950	6/18/2021		7/2/2021
Office of the Attorney General	CAFA Notice	Walter Sillers Building	550 High Street, Suite 11		Jackson	MS	39201	6/18/2021		6/29/2021
Office of the Attorney General	CAFA Notice	Justice Building Third Floor	215 North Sanders		Helena	MT	59601	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	ATTN: Consumer Protection	114 West Edenton Street		Raleigh	NC	27603	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	State Capitol	600 East Boulevard Avenue, Dept. 125		Bismarck	ND	58505	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	2115 State Capitol	PO Box 98920		Lincoln	NE	68509	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	33 Capitol Street			Concord	NH	03301	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	RJ Hughes Justice Complex	25 Market Street	PO BOX 080	Trenton	NJ	08625-0080	6/18/2021		6/25/2021
Office of the Attorney General	CAFA Notice	ATTN: Farrah Diaz, Paralegal	201 3rd St NW, Suite 300		Albuquerque	NM	87102	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	Old Supreme Court Building	100 North Carson Street		Carson City	NV	89701	6/18/2021	7/29/2021	8/4/2021
Office of the Attorney General	CAFA Notice	Office of the Attorney General	The Capitol		Albany	NY	12224-0341	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	State Office Tower	30 East Broad Street, 14th Floor		Columbus	OH	43215	6/18/2021		6/25/2021
Office of the Attorney General	CAFA Notice	313 NE 21st Street			Oklahoma City	OK	73105	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	Oregon Department of Justice	1162 Court Street NE		Salem	OR	97301-4096	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	16th Floor, Strawberry Square			Harrisburg	PA	17120	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	PO Box 9020192			San Juan	PR	00902-0192	6/18/2021		6/28/2021
Office of the Attorney General	CAFA Notice	ATTN: Lisa Pinsonneault/CAFA Notice	150 South Main Street		Providence	RI	02903	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	PO Box 11549			Columbia	SC	29211-1549	6/18/2021		6/28/2021
Office of the Attorney General	CAFA Notice	1302 E. Highway 14, Suite 1			Pierre	SD	57501-8501	6/18/2021		6/24/2021
Office of the Attorney General and Reporter	CAFA Notice	PO Box 20207			Nashville	TN	37202	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	Capitol Station	PO Box 12548		Austin	TX	78711-2548	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	Utah State Capitol Complex	350 North State Street, Suite 230		Salt Lake City	UT	84114-2320	6/18/2021		6/28/2021
Office of the Attorney General	CAFA Notice	202 North Ninth Street			Richmond	VA	23219	6/18/2021		6/28/2021
Office of the Attorney General	CAFA Notice	34-38 Kronprindsens Gade	Gers Building, 2nd Floor		St Thomas	VI	00802	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	109 State Street			Montpelier	VT	05609	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	1125 Washington Street SE	PO Box 40100		Olympia	WA	98504-0100	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	Wisconsin Department of Justice	PO Box 7857		Madison	WI	53707-7857	6/18/2021		6/24/2021
Office of the Attorney General	CAFA Notice	State Capitol	Building 1, Room E-26		Charleston	WV	25305	6/18/2021		6/23/2021
Office of the Attorney General	CAFA Notice	Kendrick Building	2320 Capital Avenue		Cheyenne	WY	82002	6/18/2021		6/24/2021



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pncpa.com

Exhibit B: Publication Notice



Better Homes & Gardens

BHG

100th
Anniversary



THIS OCCASION CALLS FOR CAKE
Ina Garten's Favorite Chocolate Cake

Celebrate with us

**If You Purchased Certain Roundup®, HDX®, or Ace®
Weed & Grass Killer Products, You May Be Entitled To a
Cash Payment From A Proposed Class Action Settlement.**

**CLASS MEMBERS WILL RETAIN THEIR RIGHT TO SUE
IF THEY CURRENTLY HAVE, OR LATER DEVELOP,
CANCER OR ANY OTHER ILLNESS OR INJURY
FROM EXPOSURE TO THE PRODUCTS.**

This Settlement resolves a class action lawsuit, *Scott Gilmore et al. v. Monsanto Company, et al.* (No. 1:20-cv-01085-MN), pending in the United States District Court for the Northern District of California (the "Court") against Monsanto Company, the manufacturer of certain Roundup®, Ace®, and HDX® weed and grass killer products (the "Products").

The lawsuit alleges that Monsanto falsely advertised and promoted the Products by failing to disclose that they, and their active ingredient, glyphosate, could potentially cause cancer or other adverse health effects. Monsanto denies these allegations and any wrongdoing. The Settlement avoids costs and risks from continuing the lawsuit, provides relief to purchasers of the Products during the relevant time period, and releases Monsanto and others from liability for related claims.

Who's Included? You may be a Settlement Class Member entitled to a cash payment if you purchased certain Roundup®, HDX®, or Ace® brand weed and grass killer products containing glyphosate sold by consumer retailers during the relevant time period. This case is not a personal-injury case. Plaintiffs do not allege that they were injured or became ill from exposure to the Products. You do not have to have suffered personal injury to be a member of the Settlement Class or to file a claim. If you purchased any of the Products during the Class Period for purposes other than resale or distribution, you are in the Settlement Class and can make a claim.

The time period during which purchases are included in this Settlement differs from state to state, depending on each state's statutes of limitations. Visit the Settlement Website at www.WeedKillerAdSettlement.com for a complete list of the eligible Products and to determine if your purchase(s) are eligible for compensation.

What Does The Settlement Provide? The proposed Class Action Settlement Agreement ("Settlement" or "Agreement") will provide the Class with monetary relief in an amount not less than \$23 million (the "Floor Amount") and not greater than \$45 million (the "Ceiling Amount") to pay all aspects of the Settlement. Class Members will be able to make claims for payments for the qualifying Products they bought during the Class Period, equivalent to approximately 20% of their weighted average retail price during the relevant Class Period. Payments per unit range from \$0.50 to \$33.00, for between 2 and 11 units without proof of purchase, depending on the state of purchase (you may be able to exceed the applicable limits with valid proof of purchase). If the Court approves the Settlement and you have not excluded yourself as described below, you will be bound by the Settlement and barred from suing Monsanto and related entities for the claims released in the Settlement. The Released Claims are described in detail at www.WeedKillerAdSettlement.com.

What Are My Rights And Options?

Make a Claim. You must submit a claim by going to www.WeedKillerAdSettlement.com and submitting (or mailing) a claim form. Class Members may make a claim by either an affirmation of the identity and quantity purchased or submitting proof(s) of purchase. The deadline to postmark or submit your claim online is October 19, 2022.

Other Options. The purpose of this Notice is to inform you of this lawsuit so you can make an informed decision as to whether you should remain in or opt out of this Settlement. Your legal rights are affected, and you have a choice to make now. If you do not want to be legally bound by the Settlement, you must exclude yourself by October 19, 2022. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at www.WeedKillerAdSettlement.com. You may remain a Settlement Class Member and object to the Settlement by December 5, 2022. You may choose to pay for and be represented by a lawyer who may send the objection for you. The Settlement Website explains how to exclude yourself or object.

The Court will hold a Final Approval Hearing on January 12, 2023, at 2:30 p.m. to consider whether to approve the Settlement, attorneys' fees and expenses, and Class Representative service awards. You may ask the Court to appear at the Final Approval Hearing, but you do not have to appear at the hearing.

How Can I Get More Information?

This notice summarizes the proposed Settlement. For detailed information, visit the Settlement Website below, contact the Claims Administrator at (833) 749-1489, contact Class Counsel at (310) 396-9600, or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION OR ADVICE.**

1-833-749-1489

www.WeedKillerAdSettlement.com

COOKBOOK

wedges. Serves 4.

PER SERVING 489 cal, 25 g fat
(7 g sat fat), 777 mg sodium,
48 g carb, 11 g fiber, 3 g sugars,
22 g pro

Sopa de Lima

By Rick Martinez

*Mazatlán-based food writer,
YouTube star, and Borderline
Salty podcast host Rick Martinez
shares a taste of the Yucatan
with this rich chicken soup
flavored with limes and chile.
Don't skip the finishing touch of
citrus-pickled onions.*

HANDS-ON TIME 30 min.

TOTAL TIME 1 hr. 15 min.

**1½ lb. bone-in, skin-on chicken
thighs (about 4 large)**

¾ cup chopped roma tomato

½ cup chopped white onion

**1 large Anaheim chile,
cubanelle, or green bell
pepper, seeded and
chopped**

2 garlic cloves, grated

**1½ tsp. Recado de Todo Clase
(recipe, right)**

**6 cups homemade chicken
stock or purchased
reduced-sodium chicken
broth**

**2 limes, very thinly sliced
Chopped fresh cilantro
Cebolla Morada Encurtida
(recipe, right)**

**Sliced habanero chile,
seeded (optional)**

**6 corn tortillas, fried, or
tostadas, broken into
pieces**

1. In a large heavy pot heat
2 Tbsp. olive oil over medium-
high. Cook chicken until
browned on both sides, 8 to
10 minutes. Transfer to a plate.

2. Add tomato, onion, Anaheim
pepper, garlic, 1¾ tsp. kosher
salt, and Recado de Todo Clase
to the same pot. Cook, stirring
occasionally, until vegetables
begin to brown and tomato
begins to break down, 8 to
10 minutes.

3. Return chicken and any
accumulated juices to the pot.
Add chicken stock. Bring to
boiling; reduce heat. Simmer,

uncovered, until chicken is done
(at least 175°F), 30 minutes.

4. Using a slotted spoon,
transfer chicken to a cutting
board. When cool enough to
handle, remove meat from
bones and shred meat. Discard
bones and skin. Stir shredded
chicken into pot.

5. Ladle soup into bowls. Top
with lime slices,* cilantro, Cebolla
Morada Encurtida, habanero (if
using), and tortillas. Serves 6.

***NOTE** The soup will become
more acidic and take on more
lime flavor as it stands, but after
10 minutes, the pith in the lime
will make the soup go bitter. So
remove and discard lime slices
after the desired level of lime
flavor is reached (as with
steeping tea). If you like, serve
with lime wedges for squeezing
into soup.

RECADO DE TODO CLASE

(GROUND SPICE BLEND) In a
spice grinder or mortar and
pestle, grind 3 Tbsp. dried
oregano (preferably Mexican),
2 Tbsp. black peppercorns,
8 allspice berries, 5 whole
cloves, one 1-inch piece canela
or cassia cinnamon stick, 1 bay
leaf, and ½ tsp. cumin seeds until
finely ground. Transfer to an
airtight container and store in a
cool, dark place up to 3 months.
Makes ¼ cup.

CEBOLLA MORADA ENCURTIDA

**(PICKLED RED ONIONS WITH
HABANERO)** Thinly slice one
large red onion and separate
into rings. In a medium bowl toss
onion with ¾ tsp. kosher salt.
Add enough hot water to cover;
stir to dissolve salt. Let stand
15 minutes. Halve, stem, and
seed one habanero chile. Line a
small skillet with foil; heat over
medium-high. Add the habanero
skin side down; press down with
a wooden spoon until charred in
spots, 4 to 5 minutes (no need to
char the flesh side). Transfer to a
1-qt. glass jar or nonreactive
container. (If you like things extra
spicy, chop the chile before
adding it to the jar.) Drain the
onion, rinse with cold water, and



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Exhibit C: Digital Banner Notice



Home / News / Health News

Health News



HEALTH NEWS

US to Diversify Infant Formula Industry to Avoid Shortages

The Biden administration is looking to help foreign manufacturers of baby formula stay on the U.S. market for the long term.

Associated Press July 6, 2022

A false advertising class action settlement may entitle you to compensation if you bought certain Roundup®, HDX®, or Ace® brand weed killer products.

THE LATEST

Grief Can Be Heartbreaking for People Battling Heart Failure

July 6, 2022

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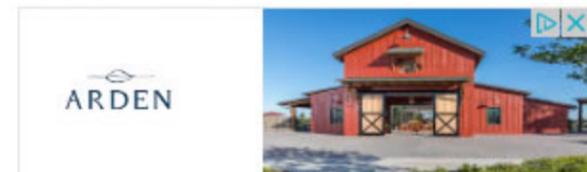
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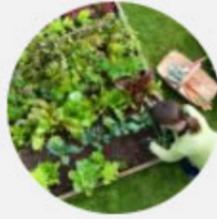


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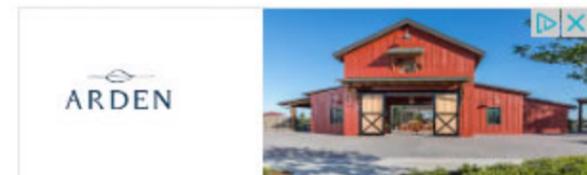
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JULY 6 - JULY 17

WED 7/6		73° /65°	Clouds yielding to sun	0%
THU 7/7		73° /65°	Low clouds, then sun	0%
FRI 7/8		71° /63°	Low clouds, then sunshine	0%
SAT 7/9		73° /66°	Areas of low clouds, then sun	0%

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16:27

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Calidad del aire Mala

Viento NO 4 mi/h

Ráfagas de viento 7 mi/h

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MÁS DETALLES →



81°
F

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CALIDAD ACTUAL DEL AIRE

HOY 6/7

70
AQI

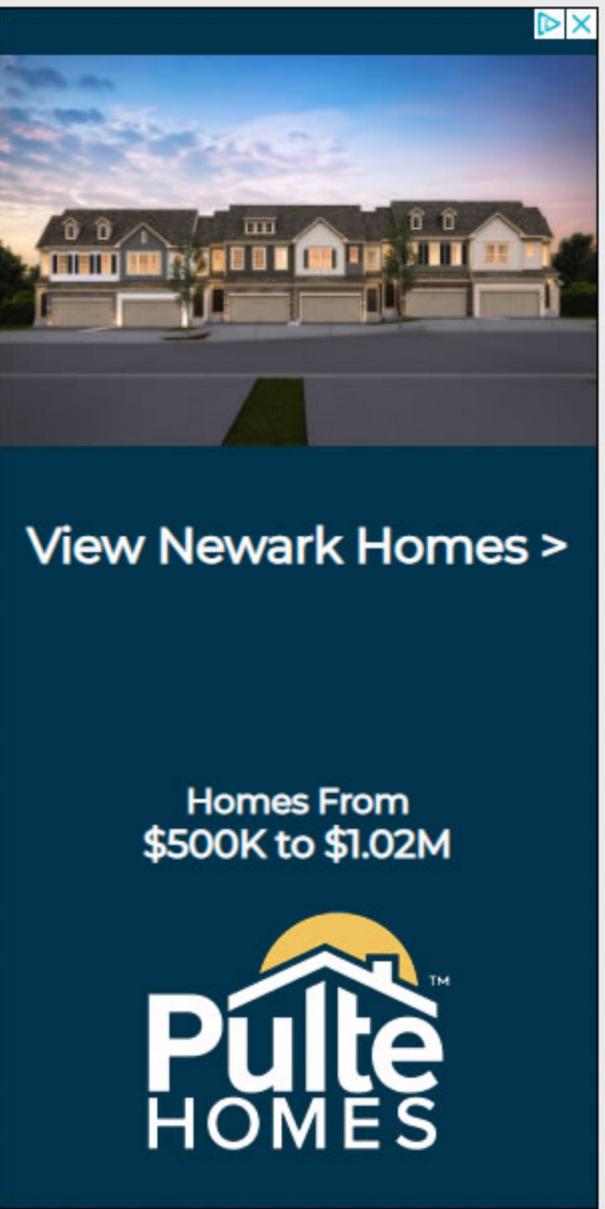
Mala

El aire ha alcanzado un nivel alto de contaminación y es poco saludable para los grupos sensibles. Reduzca el tiempo que pasa fuera si siente síntomas como dificultad para respirar o irritación de la garganta.

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	Polen de malezas	Alto
	Polen de gramíneas	Bajo
	Moho	Moderado
	Polvo y caspa	Alto

HOY 6/7

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Máx

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Soleado

Día 100° • Noche 76°



Pronóstico de hoy para San Antonio, TX

Mañana

85°



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0%

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0%

Madrugada

79°



6%

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1/2

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¿Por qué está en crisis el gobierno de Boris Johnson? ¿Qué sigue después?

El primer ministro del Reino Unido, Boris Johnson, se enfrenta a su peor crisis hasta el momento, luego de la dimisión de dos altos ministros de su gabinete el martes. Esto es lo que hay que saber sobre las dimisiones y el futuro del primer ministro en el cargo.

- Gran golpe para Boris Johnson por dimisión de dos altos ministros del Gobierno del Reino Unido
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- Boris Johnson, bajo más presión por las nuevas fotos del "Partygate"



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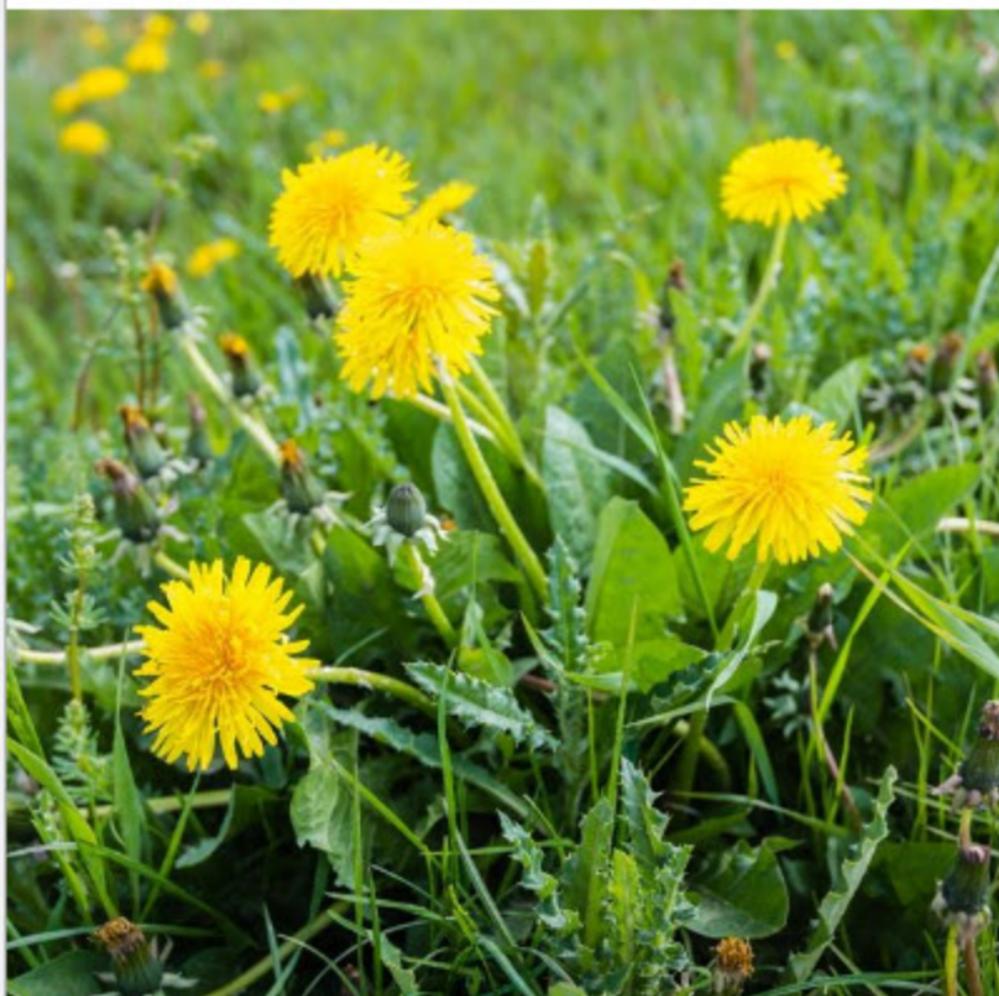


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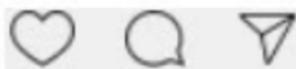
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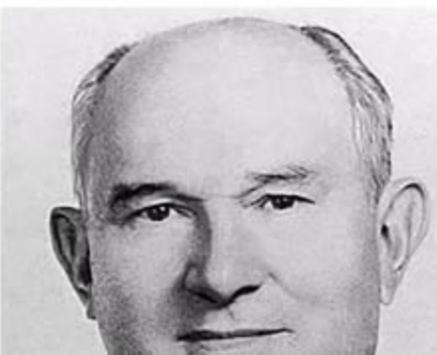
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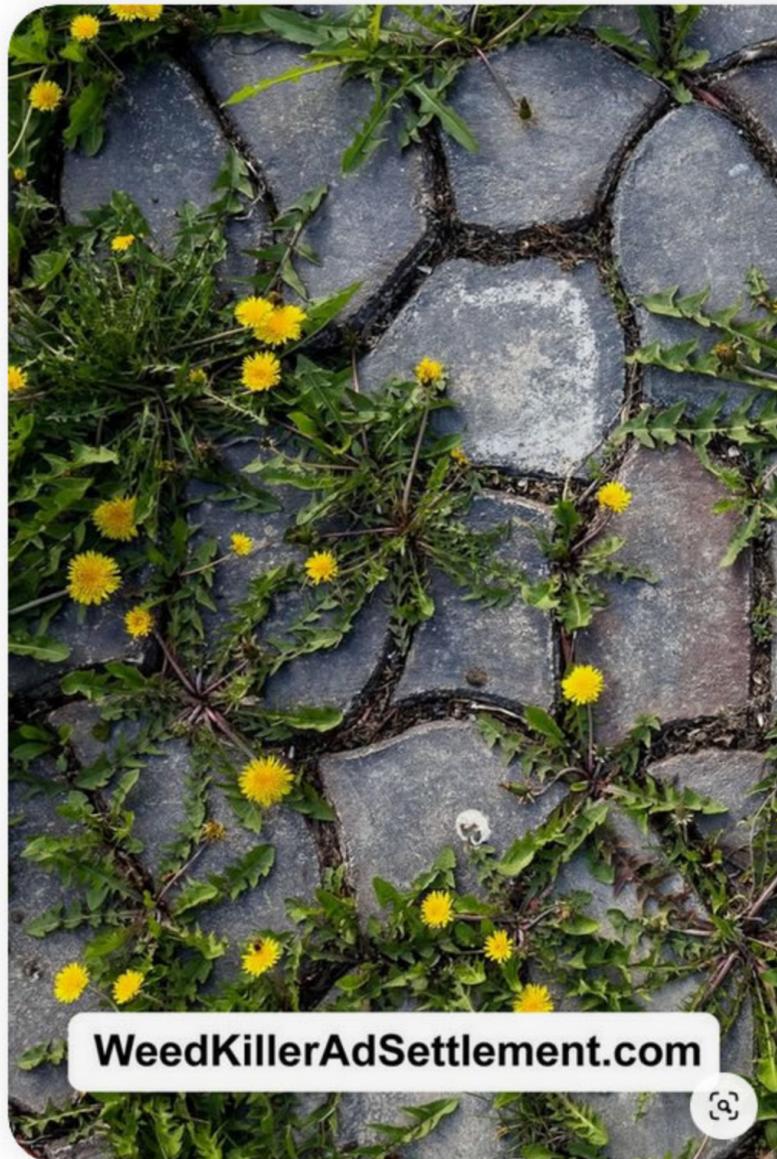


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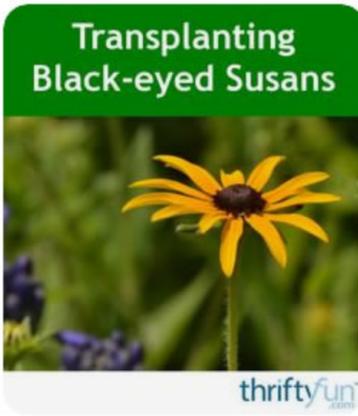
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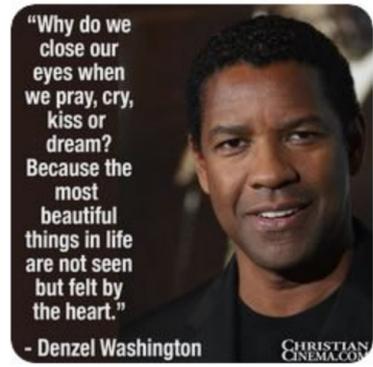
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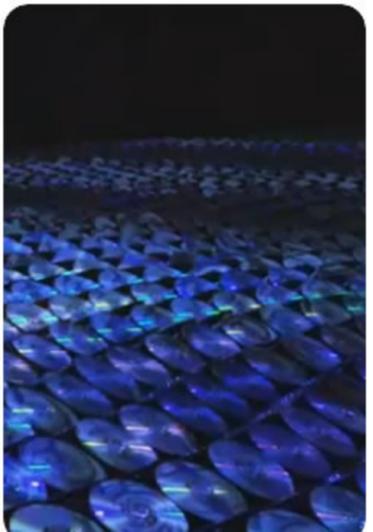
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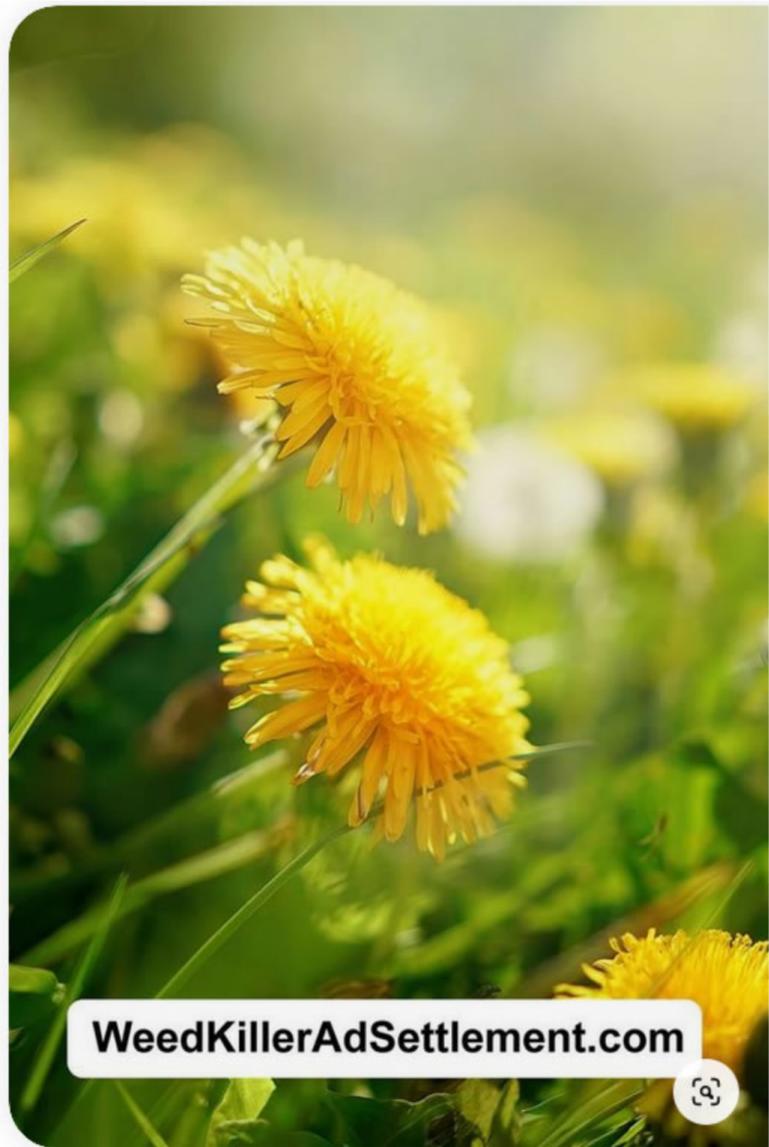


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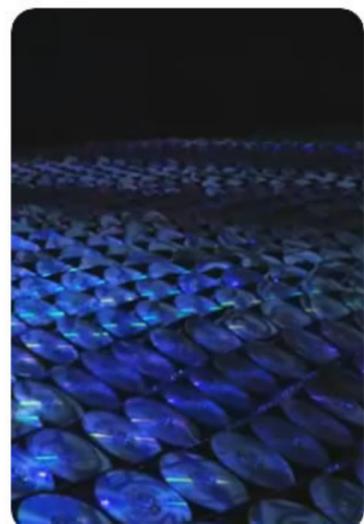
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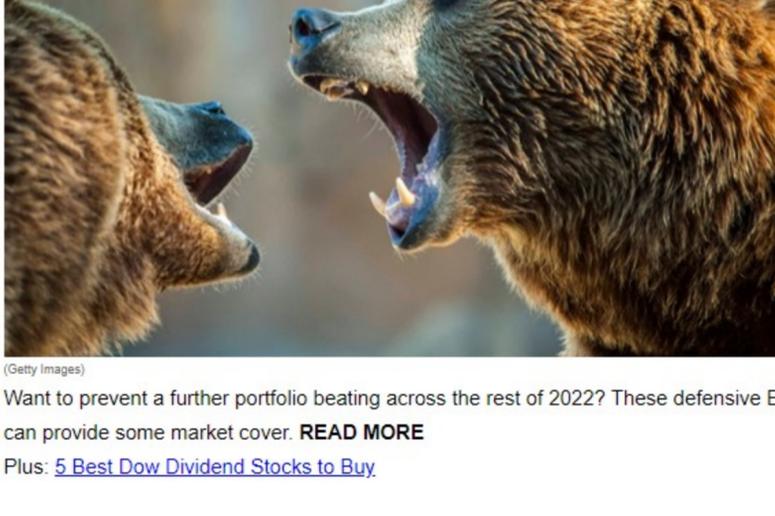
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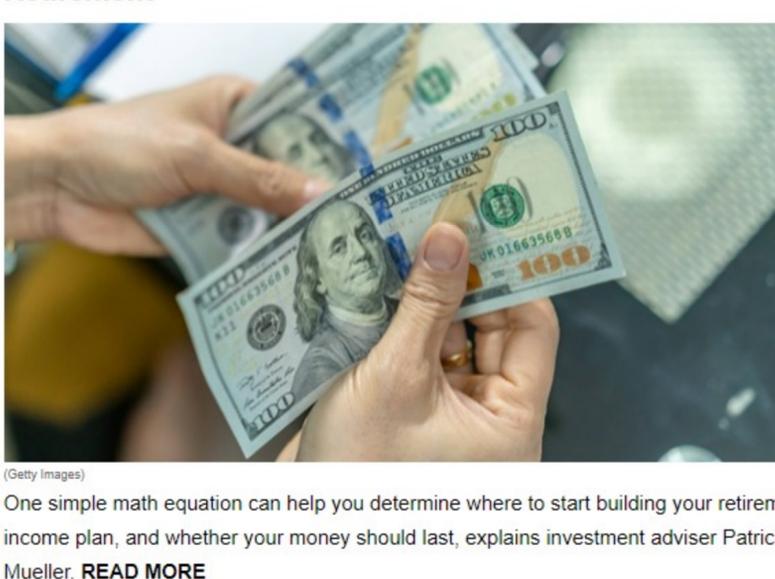
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WHAT'S IN THE WORKS

Wall Streeters are starting to debate whether the bear market bottomed in mid-June – since then, the S&P 500 is up about 6%. **“Over the past few days we are seeing some signs of life from breadth,” says Scott Brown, technical market strategist at LPL Financial.** Market breadth refers to a ratio of the number of rising stocks to the number of those declining in value.

“Tuesday was the best day for breadth on the New York Stock Exchange since January 4, 2019,” says Brown. “While breadth has been rather unimpressive during the market’s rally since the June lows, days like Tuesday are exactly what we are looking for, and can go a long way towards changing the character of this market.”

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The Tuesday reading saw advancers outnumber decliners by more than 14:1 on the NYSE, and that comes on the heels of a nearly 8:1 reading on Friday, which at the time was the best reading since May of this year. Data on the S&P 500 was similar, with 98% of stocks advancing, the most since December 26, 2018, the first trading day after the market low that occurred on December 24, 2018.

“To be clear, the S&P 500 is not out of the woods yet,” says Brown. Some 25% of stocks in the S&P 500 are lower than they were a month ago, he notes. And the sharp rally on Tuesday ran into resistance as the S&P 500 approached its late-June highs, then wobbled on Wednesday.

Evusheld, a monoclonal antibody protection against COVID-19 infection for the immunocompromised made by AstraZeneca (AZN), is being underused despite proven effectiveness. Few seem to know about it, including physicians. Only 165,000 of an estimated 7 million immunocompromised have received it so far. The need is there: The immunocompromised make up 12% of hospital admissions for COVID-19, while being only 3% of the population, according to the Centers for Disease Control and Prevention. A reason for the disparity is that prior vaccination of the immunocompromised doesn’t seem to help as much in reducing symptoms if an infection occurs as it would in the general population. AstraZeneca launched a direct-to-consumer ad campaign last month.

Evusheld is administered by two shots of 300 mg each into muscle. The patient has to be monitored for an hour after receiving the injection. Recipients must be 12 years of age or older. Its efficacy lasts for about 6 months, and it can be readministered after that time. Evusheld is intended as a vaccine supplement or substitute. If as a supplement, it should be given at least two months after vaccination.

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WHAT'S IN THE WORKS

Has the Stock Market Bottomed?

Market strategist Ed Yardeni is making the case that the stock market bottomed on June 16, at a level of 3,666.77. The broad-market benchmark is up 12.6% since then. "There are still some buying opportunities, but the market has had a nice rally," Yardeni says.

Signs that a bottom is in, according to Yardeni:

The economy just isn't that bad. "We've had data showing a slowdown, but not any meaningful recession scenario," Yardeni says. That was confirmed by the most recent reading of the Purchasing Managers Index, released by the Institute of Supply Chain Management on August 1, he says. The PMI Index registered 52.8%, down from 53 in June and the lowest figure since June 2020. But the dip was less than expected, and a reading of 50 or above indicates that the manufacturing economy is expanding, not contracting. Recessions are typically associated with readings around 45 to 48, Yardeni says. "It doesn't mean we can't still have a recession, but this rally reflects the perception that even if it's a technical recession it won't be that bad."

Inflation might be peaking. Commodity prices have been easing since early June, and average hourly earnings are showing signs of moderation. The stock market wasn't phased by a 9.1% jump in consumer prices for the year ended in June. The July Consumer Price Index, released on August 10, is likely to show moderation in food and energy costs, and also in the prices of durable goods such as appliances. "Rent inflation is going to be the problem," Yardeni says. Don't expect inflation to retreat to 2% any time soon, "but 4% to 5% is going to look pretty good in the second half of 2022. Next year, it could go down to 3% to 4% - and maybe that's it for a while."

Federal Reserve rate hikes might soon be over. The strengthening of the U.S. dollar is roughly equivalent to a half-point hike, Yardeni figures. And quantitative tightening—the process by which the Fed reduces the size of its balance sheet by letting some of the bonds it holds mature without replacing them—might be worth another half-point. Short-term bond yields seem to be predicting one more half-point hike in September, says Yardeni, "and we kind of agree with that."



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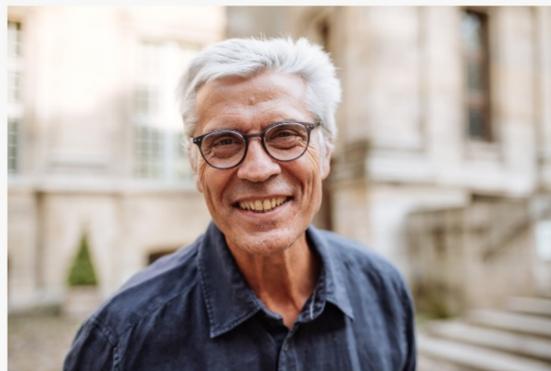
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Market underpinnings are holding up. Negative sentiment, which works well as a market indicator, seemed to trough in June. Yes, analysts are cutting back corporate earnings estimates—but not by much. "Analysts didn't get the recession memo," Yardeni says. Look for estimated earnings growth to be basically flat for the rest of the year, and the market's price-earnings ratio to hover close to where it is now—arguing for a range bound market for the rest of 2022, according to Yardeni, with no new high until closer to the end of 2023.

And speaking of PMI, **purchasing managers in manufacturing companies are reporting a gradual slowdown, but not a quick one. That may indicate a delay in the expected onset of recession.** New orders are contracting, but production is still rising, on average, as manufacturers work through backlogs. About a third of manufacturers say that their customers' inventories are still too low. While this is down from nearly half in May, it still indicates support for current levels of production. Production levels would be even higher, but a third of companies surveyed reported continuing labor shortages.

While the slowdown is gradual, it is still a slowdown. Companies' inventories of materials are growing at a fast rate as supply chain problems ease. Normally, this would be regarded as a good thing, but some companies are expressing concerns that they may have too much, given declining orders. Also, a good part of export order growth is demand for U.S. energy, given the shortages in Europe caused by the restriction in Russian supply. As European economies sputter this fall, non-energy U.S. exports to Europe are also likely to slow.



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SAVING MONEY

It has been an undeniably rough year for stocks, with the S&P 500 down more than 14% so far. Adding to the dark clouds are [recession worries](#), which were amplified last week after the preliminary reading on Q2 gross domestic product showed the U.S. economy contracted for a second straight quarter. And with midterm elections on the horizon and uncertainty around the staying power of sky-high inflation and the magnitude of the Fed's next rate hike swirling, it's likely the volatility will continue ... at least for the time being.



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But for investors, if their time horizon is long enough, this volatility can be weathered, says Mike Charalambous, director at investment information website Invezz. "The way you invest during a recession is actually as important – if not more – than what you decide to invest in," he adds. **The team at Invezz offers up five tips for investors to prepare portfolios for a potential recession.**

1. **Invest with money you can afford.** It goes without saying that you should never spend money that you cannot afford to lose, and investing is no exception."
2. **Look into stocks that are 'protected' from market volatility.** Some firms are less affected by economic cycles while the rest of the economy suffers." These include [consumer staples](#) and [healthcare stocks](#), which provide essential services.
3. **Diversify to reduce risk.** "Not placing all of your eggs in one basket means that the impact of a crash in one industry or firm is reduced by other investments."
4. **Invest in a ready-made portfolio.** Many investment management firms offer ready-made portfolios which aim to have a sensible spread of investments, including non-stock market assets such as [bonds](#) and property."
5. **Proceed with caution when it comes to "fad" investments.** "As usual, do your homework, and if you believe it is a worthwhile investment, go ahead and do it."

Some people taking Paxlovid as a treatment for COVID-19 are finding that their symptoms reappear for a time after finishing their five-day course with the drug.

This can wreak havoc with patients' attempts to limit contacts while they are contagious. Scientists are currently studying the phenomenon. A current theory is that Paxlovid stops the virus from replicating enough so that symptoms disappear and COVID-19 tests become negative, but that after the patient stops taking the drugs, the virus may start up again. If this is true, then the solution may be that some people need to take Paxlovid for longer than five days. Some doctors are already prescribing longer treatment periods, but there are no official recommendations yet.

The Centers for Disease Control and Prevention recommend Paxlovid for early treatment of COVID-19 in those who are high risk. The drug does lessen symptoms while it is being taken, and likely reduces the severity of symptoms if there is a rebound. **However, those who want more certainty could consider receiving intravenous treatments of monoclonal antibodies, which are more readily available now than they were earlier in the pandemic.**

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CLASS MEMBERS WILL RETAIN THEIR RIGHT TO SUE IF THEY CURRENTLY HAVE, OR LATER DEVELOP, CANCER OR ANY OTHER ILLNESS OR INJURY FROM EXPOSURE TO THE PRODUCTS.

This Settlement resolves a class action lawsuit, *Scott Gilmore et al. v. Monsanto Company, et al.* (No. 3:21-cv-8159), pending in the United States District Court for the Northern District of California (the “Court”) against Monsanto Company, the manufacturer of certain Roundup®, Ace®, and HDX® weed and grass killer products (the “Products”).

The lawsuit alleges that Monsanto falsely advertised and promoted the Products by failing to disclose that they, and their active ingredient, glyphosate, could potentially cause cancer or other adverse health effects. Monsanto denies these allegations and any wrongdoing. The Settlement avoids costs and risks from continuing the lawsuit, provides relief to purchasers of the Products during the relevant time period, and releases Monsanto and others from liability for related claims.

Who's Included?

You may be a Settlement Class Member entitled to a cash payment if you purchased certain Roundup®, HDX®, or Ace® brand weed and grass killer products containing glyphosate sold by consumer retailers during the relevant time period. This case is not a personal-injury case. Plaintiffs do not allege that they were injured or became ill from exposure to the Products. You do not have to have suffered personal injury to be a member of the Settlement Class or to file a claim. If you purchased any of the Products during the Class Period for purposes other than resale or distribution, you are in the Settlement Class and can make a claim.

The time period during which purchases are included in this Settlement differs from state to state, depending on each state's statutes of limitations. Visit the Settlement Website at www.WeedKillerAdSettlement.com for a complete list of the eligible Products and to determine if your purchase(s) are eligible for compensation.

What Does The Settlement Provide?

The proposed Class Action Settlement Agreement (“Settlement” or “Agreement”) will provide the Class with monetary relief in an amount not less than **\$23 million** (the “Floor Amount”) and not greater than **\$45 million** (the “Ceiling Amount”) to pay all aspects of the Settlement. Class Members will be able to make claims for payments for the qualifying Products they bought during the Class Period, equivalent to approximately 20% of their weighted average retail price during the relevant Class Period. Payments per unit range from \$0.50 to \$33.00, for between 2 and 11 units without proof of purchase, depending on the state of purchase (you may be able to exceed the applicable limits with valid proof of purchase). If the Court approves the Settlement and you have not excluded yourself as described below, you will be bound by the Settlement and barred from suing Monsanto and related entities for the claims released in the Settlement. The Released Claims are described in detail at www.WeedKillerAdSettlement.com.

What Are My Rights And Options?

Make a Claim. You must submit a claim by going to www.WeedKillerAdSettlement.com and submitting (or mailing) a claim form. Class Members may make a claim by either an affirmation of the identity and quantity purchased or submitting proof(s) of purchase. The deadline to **postmark or submit your claim online is October 19, 2022.**

Other Options. The purpose of this Notice is to inform you of this lawsuit so you can make an informed decision as to whether you should remain in or opt out of this Settlement. **Your legal rights are affected**, and you have a choice to make now. If you do not want to be legally bound by the Settlement, you must exclude yourself by **October 19, 2022**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at www.WeedKillerAdSettlement.com. You may remain a Settlement Class Member and object to the Settlement by **December 5, 2022**. You may choose to pay for and be represented by a lawyer who may send the objection for you. The Settlement Website explains how to exclude yourself or object.

The Court will hold a Final Approval Hearing on January 12, 2023, at 2:30 p.m. to consider whether to approve the Settlement, attorneys' fees and expenses, and Class Representative service awards. You may ask the Court to appear at the Final Approval Hearing, but you do not have to appear at the hearing.

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From: Better Homes & Gardens - Partner Offers <BHG@specialoffers.meredith.com>
Sent: Wednesday, August 3, 2022 7:02 AM
To:
Subject: If You Purchased Certain Roundup®, HDX®, or Ace® Weed & Grass Killer Products

You may be entitled to get a payment from a class action settlement.

[View in Browser](#)

Better Homes & Gardens®

Dear Better Homes & Gardens member:

We're always searching for special offers to benefit Better Homes & Gardens members. Here's an offer from one of our partners that we thought might interest you.

If You Purchased Certain Roundup®, HDX®, or Ace® Weed & Grass Killer Products, You May Be Entitled To A Cash Payment From A Proposed Class Action Settlement

[SUBMIT A CLAIM](#)

[Documentation May be Required for Some Claims](#)

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The lawsuit alleges that Monsanto falsely advertised and promoted the Products by failing to disclose that they, and their active ingredient, glyphosate, could potentially cause cancer or other adverse health effects. Monsanto denies these allegations and any wrongdoing. The Settlement avoids costs and risks from continuing the lawsuit, provides relief to purchasers of the Products during the relevant time period, and releases Monsanto and others from liability for related claims.

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From: Southern Living - Partner Offers <SouthernLiving@specialoffers.meredith.com>
Sent: Wednesday, July 27, 2022 7:00 AM
To:
Subject: If You Purchased Certain Roundup®, HDX®, or Ace® Weed & Grass Killer Products

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Southern Living

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Sent: Wednesday, August 3, 2022 8:01 AM
To:
Subject: If You Purchased Certain Roundup®, HDX®, or Ace® Weed & Grass Killer Products

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[FILE A CLAIM >](#)



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ROUNDUP® WEED & GRASS KILLER CLASS ACTION LAWSUIT

If You Purchased Certain Roundup®, HDX®, or Ace® Weed & Grass Killer Products, You May Be Entitled To a Cash Payment From A Proposed Class Action Settlement

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This settlement is not about personal injury.
Class members will retain their right to sue if they currently have, or later develop, cancer or any other illness or injury from exposure to the product.

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Purchasers of certain Roundup®, HDX®, or Ace® brand weed killer products may be eligible for a cash payment from a class action settlement. Visit www.WeedKillerAdSettlement.com to learn more.



Purchasers of certain Roundup®, HDX®, or Ace® brand weed killer products may be eligible for a cash payment from a class action settlement. Visit www.WeedKillerAdSettlement.com to learn more.



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GEAR

This insane golf club collection will blow your mind — and it's coming to auction

BY JONATHAN HALL | AUGUST 21, 2021



This golf club collection is unlike anything you've ever seen before.

GOLDEN AGE

R

yan Carey was skeptical. When you're in the business of tracking down rare golf finds as the founder of [Golden Age Auctions](#), potential consignees will do whatever it takes to get you to look at their collections, especially in a red-hot market.

Carey's auction house has been the epicenter for some of the biggest golf collectible sales in recent months. There's the Woods-used "Tiger Slam" irons and wedges that sold for more than \$5.1 million, as well as a [Tiger Scotty Cameron Newport 1 GSS backup putter](#) that went for \$593,000.

With collectors coming out of the woodwork to cash in on their golf collectibles, Carey has done his best to track down the rare one-of-a-kind



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Exhibit E: Sponsored Search Advertising





Roundup false advertising

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About 3,770,000 results (0.35 seconds)

Ad · www.weedkilleradsettlement.com/

Roundup False Advertising - Class Action Settlement

A false advertising class action settlement may entitle you to compensation

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Take the next steps toward your Roundup Cancer Lawsuit today with a free case review. Act now to make sure you are included in a possible settlement before it's too late.

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Recent \$10 billion settlement for lymphoma victims has just been awarded. You may qualify. Nationwide law firm. Call today to qualify your case. [Learn More](#). Nationwide Help Available.

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\$10 Billion Settlement Reached - Roundup Lawsuit

Strong Representation That Is Passionate About Holding Negligent Corporations Accountable. Contact Us If You Used Roundup and Developed Non-Hodgkin's Lymphoma or One of Its... [Roundup Linked to Cancer](#) · [Free Consultation](#) · [Read The FAQs](#) · [Workers' Compensation](#)

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Lacy Katzen | Monsanto agrees to settle false advertising ...

The proposed class seeks to include everyone in the U.S. who bought **Roundup** with labels stating that **glyphosate** targets only plants. The claims would be subject ...



Weed Killer Settlement



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If You Purchased Roundup - You May Be Eligible For Money

Have you purchased certain Roundup®, HDX®, or Ace® brand weed killer products? If so, you may be eligible for a payment from a false advertising class action settlement.

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Roundup Cancer Settlement - Roundup Lawsuit Lawyers

Take the next steps toward your Roundup Cancer Lawsuit today with a free case review. Act now to make sure you are included in a possible settlement before it's too late. No Upfront Legal Fees. Highlights: Chat Option Available, Using Unique Approach, Free Consultation Available. [Roundup Lawsuit FAQs](#) · [Contact Us](#) · [Serious Injury](#) · [Law Student Program](#) · [Browse Attorneys](#)

Roundup Settlement Update

A man who worked as a groundskeeper in the San Francisco area won a **\$289 million jury award** in a major decision in August 2018. The plaintiff in that Roundup lawsuit claimed that his exposure to the weedkiller caused him to develop non-Hodgkin's lymphoma. May 31, 2022

<https://topclassactions.com/investigations/roundup-can...>

Roundup Cancer Lawsuit Settlement Claim Review

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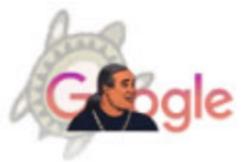
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Roundup False Labeling

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Purchasers of Roundup Products - You May Be Eligible for Money

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<https://lawstreetmedia.com/news/agriculture/roundup/>

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Monsanto Sued for Misleading Labeling of Popular Herbicide ...

Apr 10, 2017 — "For decades, Monsanto has used **false labeling** claims to dupe consumers into believing that they can spray **Roundup** on their yards and in ...

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EPA Takes Action to Provide Accurate Risk Information to ...



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Exhibit F: Third-Party Class Action Settlement Websites



Roundup®, HDX®, Ace® weed killer false advertising \$45M class action settlement



(Photo Credit: The Toold/Shutterstock)

EDITOR'S NOTE: This content has been sponsored and edited for clarity in collaboration with the sponsor.

Monsanto has agreed to pay up to \$45 million as part of a class action settlement resolving false advertising and breach-of-warranty claims surrounding certain **Roundup®**, **HDX®** and **Ace®** weed and grass killer products.

Plaintiffs in **the class action lawsuit** allege Monsanto illegally promoted and sold Roundup®, HDX®, Ace® brand products without disclosing the potential health risks. This case is not a personal-injury case. Plaintiffs do not allege they were injured or became ill from exposure to the products. Monsanto has not admitted any wrongdoing but has agreed to the settlement.

CLASS MEMBERS WILL RETAIN THEIR RIGHT TO SUE IF THEY CURRENTLY HAVE, OR LATER DEVELOP, CANCER OR ANY OTHER ILLNESS OR INJURY FROM EXPOSURE TO THE PRODUCTS.

The settlement benefits anyone in the United States who, during their respective class period, purchased any size or variety of the following products other than for resale or distribution:

- Roundup® Ready-to-Use Weed & Grass Killer (all applicators)
- Roundup® Ready-to-Use Weed & Grass Killer Plus (all applicators)
- Roundup® Weed & Grass Killer Concentrate Plus
- Roundup® Weed & Grass Killer Super Concentrate
- Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer
- Roundup® Ready-to-Use Wild Blackberry Plus Vine and Brush Killer
- Roundup® Concentrate Poison Ivy Plus Tough Brush Killer
- Roundup® Concentrate Wild Blackberry Plus Vine and Brush Killer
- Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer
- Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer
- Roundup® Ready-to-Use Max Control 365
- Roundup® Concentrate Max Control 365
- Roundup® Weed & Grass Killer Sure Shot Foam
- Roundup® Precision Gel Weed & Grass Killer
- Roundup® Pro Concentrate (2.5-gallon size)
- HDX® Weed & Grass Killer Ready-to-Use
- HDX® Weed & Grass Killer Concentrate
- Ace® Ready-to-Use Weed & Grass Killer
- Ace® Weed & Grass Killer Concentrate

The class period will depend on the state in which each class member made their purchase. A list of class periods is available on the settlement website.

These weed and grass killer products were sold at retailers such as Home Depot, Walmart, Amazon, Target, Lowe's and others.

Under the terms of the false advertising settlement, class members can claim a cash payment.

Payments are anticipated to be between \$0.55 and \$33 per unit, depending on which products the class member purchased.

The deadline to submit a claim form is Oct. 19, 2022.

The deadline to opt out of the settlement is Oct. 19, 2022. The deadline to object is Dec. 5, 2022.

A final fairness hearing will take place Jan. 12, 2023.

Who's Eligible The settlement benefits anyone in the United States who, during their respective class period, purchased any size or variety of the certain weed killing products other than for resale or distribution.

Potential Award **\$0.55 to \$33 per unit.**
 Payments per unit range are expected to range from \$0.50 to \$33, depending on the price of the product(s) purchased, for between two and 11 units without proof of purchase, depending on the state in which the purchase was made.

Proof of Purchase With the exception of the three largest concentrated products, consumer claims can be made without proof of purchase, but are limited to one unit per year within the class period.

An unlimited number of products can be claimed if valid proof of purchase is provided for each product. Proof of purchase must identify the product and quantity purchased.

Claim Form [CLICK HERE TO FILE A CLAIM »](#)

NOTE: If you do not qualify for this settlement do NOT file a claim.

Remember: you are submitting your claim *under penalty of perjury*. You are also harming other eligible Class Members by submitting a fraudulent claim. If you're unsure if you qualify, please read the FAQ section of the Settlement Administrator's website to ensure you meet all standards (Top Class Actions is not a Settlement Administrator). If you don't qualify for this settlement, check out our database of other **open class action settlements** you may be eligible for.

Claim Form Deadline 10/19/2022

Case Name *Gilmore, et al. v. Monsanto Co., et al.*, Case No. 3:21-cv-8159 in the U.S. District Court for the Northern District of California

Final Hearing 01/12/2023

Settlement Website WeedKillerAdSettlement.com

Claims Administrator Gilmore v. Monsanto Co.
 c/o Postlethwaite & Netterville
 P.O. Box 4208
 Baton Rouge, LA 70821
 info@WeedKillerAdSettlement.com
 1-833-749-1489

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 Marc A. Castaneda
 MILSTEIN, JACKSON, FAIRCHILD & WADE LLP
 Joel Oster
 LAW OFFICES OF HOWARD RUBINSTEIN

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Roundup®, HDX®, Ace® weed killer false advertising \$45M class action settlement

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Facebook Internet Tracking Litigation

14 Days Left • Featured

TYPICAL SETTLEMENT	CLAIM DEADLINE	PROOF REQUIRED?
Varies	9/22/22	N/A

If you were a Facebook user between April 22, 2010 and September 26, 2011 and you visited external websites displaying the Facebook "Like" button, you may be able to file a claim with the settlement.

[Visit Official Settlement Website](#) [Share](#)

Weed Killers

41 Days Left • Featured

TYPICAL SETTLEMENT	CLAIM DEADLINE	PROOF REQUIRED?
Varies	10/19/22	No

If you bought certain Roundup®, HDX® or Ace® weed killer products, you may be owed money as part of a recent class action settlement.

[Visit Official Settlement Website](#) [Share](#)

Illinois Snapchat Privacy

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TYPICAL SETTLEMENT	CLAIM DEADLINE	PROOF REQUIRED?
Varies	11/5/22	N/A

If you used Snapchat's lenses or filters between November 17, 2015 and the present while living in Illinois, you may be able to claim a piece of this settlement.

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Every year, millions of dollars are left on the table in unclaimed settlement funds. In some cases, this is simply because people are unaware of their rights to claim settlement money – or are confused as to what’s involved in staking their claims.

At ClassAction.org, part of our mission is to break some myths about [class action lawsuits](#) and to provide insight into what actually goes into the filing – and resolution of – a lawsuit.

To view a list of current lawsuits and investigations, [click here](#).

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Facebook Internet Tracking Litigation 

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TYPICAL SETTLEMENT	CLAIM DEADLINE	PROOF REQUIRED?
Varies	9/22/22	N/A

If you were a Facebook user between April 22, 2010 and September 26, 2011 and you visited external websites displaying the Facebook "Like" button, you may be able to file a claim with the settlement.

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Weed Killers 

42 Days Left • Featured

TYPICAL SETTLEMENT	CLAIM DEADLINE	PROOF REQUIRED?
Varies	10/19/22	No

If you bought certain Roundup®, HDX® or Ace® weed killer products, you may be owed money as part of a recent class action settlement.

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Illinois Snapchat Privacy 

59 Days Left • Featured

TYPICAL SETTLEMENT	CLAIM DEADLINE	PROOF REQUIRED?
Varies	11/5/22	N/A

If you used Snapchat’s lenses or filters between November 17, 2015 and the present while living in Illinois, you may be able to claim a piece of this settlement.

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Weed Killers



42 Days Left

• Featured

TYPICAL SETTLEMENT

Varies

CLAIM DEADLINE

10/19/22

PROOF REQUIRED?

No

If you bought certain Roundup®, HDX® or Ace® weed killer products, you may be owed money as part of a recent class action settlement.

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State of Arizona - Foothills Reserve HOA



43 Days Left

• New

TYPICAL SETTLEMENT

Varies

CLAIM DEADLINE

10/20/22

PROOF REQUIRED?

Yes

Homeowners in the Foothills Reserve Subdivision in Phoenix (as of July 3, 2018) may be able to claim a piece of this settlement.

[Visit Official Settlement Website](#)[Share](#)

State Farm - Structural Damage (Alabama)



47 Days Left

TYPICAL SETTLEMENT

Varies

CLAIM DEADLINE

10/24/22

PROOF REQUIRED?

N/A

This settlement covers State Farm customers who made a structural damage claim for a property in Alabama after an incident that occurred between March 8, 2011 and August 3, 2017.

[Visit Official Settlement Website](#)[Share](#)

HIV cART Direct Purchasers



51 Days Left

• New

TYPICAL SETTLEMENT

Varies

CLAIM DEADLINE

10/28/22

PROOF REQUIRED?

Yes

If you purchased HIV cART drugs directly from the manufacturer, you may be included in this settlement.

[Visit Official Settlement Website](#)[Share](#)

AT&T Administrative Fees (California)



52 Days Left

TYPICAL SETTLEMENT

Varies

CLAIM DEADLINE

10/29/22

PROOF REQUIRED?

Yes

If you have or had an AT&T post-paid wireless plan and paid an administrative fee between June 20, 2015 and June 16, 2022, you may be included in this settlement.

[Visit Official Settlement Website](#)[Share](#)

Enfamil Formula



54 Days Left

TYPICAL SETTLEMENT

\$15

CLAIM DEADLINE

10/31/22

PROOF REQUIRED?

No

You may be included in this settlement if you purchased certain Enfamil brand formula products between January 1, 2017 and June 23, 2022.

[Visit Official Settlement Website](#)[Share](#)

If you bought certain Roundup, HDX or Ace weed killer products, you may be owed money as part of a recent class action settlement. <https://join.classaction.org/settlements/weed-killers>

Claim Deadline: **October 19, 2022**

Weed Killer Class Action Settlement

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Weed Killer Class Action Settlement | ClassAction.org

If you bought certain Roundup®, HDX® or Ace® weed killer products, you may be owed mon...

2,038
People reached

124
Engagements

-
Distribution score

Boost post

👍👎👤 16

2 Comments 4 Shares

👍 Like

💬 Comment

➦ Share

Most relevant ▼

Claim Deadline: **Oct. 19, 2022**

Weed Killer Class Action Settlement



If you bought **certain Roundup®, HDX® or Ace® weed killer products**, you may be owed money as part of a recent class action settlement.

Monsanto Company has agreed to pay anywhere between **\$23 million and \$45 million** to resolve claims of false advertising.

Class Members will retain their right to sue if they currently have, or later develop, cancer or any other illness or injury from exposure to the products.

The link below will take you to the official website for the Monsanto settlement.

[TAKE ME TO THE OFFICIAL SETTLEMENT SITE](#)

FAQs

What's Going On?

A settlement has been reached to resolve claims that Monsanto Company falsely advertised some of its Roundup®, HDX® and Ace® **glyphosate-based weed killers** by failing to disclose that the products and their active ingredient **could cause cancer and other health problems**.

Who's Eligible for the Settlement?

The settlement applies to anyone in the U.S. who purchased any of the affected weed and grass killer products during the time period applicable to their state of purchase.

You can find the applicable time periods [here](#) and a list of eligible Roundup®, HDX® and Ace® products [here](#).

How Much Could I Get?

You may be able to make a claim for anywhere between **\$0.50 and \$33.00 per product**.

Ultimately, how much you receive will depend on a number of factors including which products you bought, whether you have receipts or other proof, and how many valid claims are submitted with the settlement.

How Do I File a Claim?

You'll have to go to the settlement's dedicated website and click "submit a claim."

You can find the settlement website [right here](#).

Is This Site Legit?

Yes. It has been designated by the court as the official website for the settlement and where consumers will need to go if they want to submit a claim.

Anything Else I Should Know?

Those who file claims with the settlement **will still retain their right to sue** if they have or later develop cancer or other health problems caused by exposure to the products.

Is There a Deadline for This?

Yes. The deadline for filing a claim is October 19, 2022.

The link below will take you to the official website for the Monsanto settlement.

[TAKE ME TO THE OFFICIAL SETTLEMENT SITE](#)

JULY 15, 2022

Various Weed Killers Covered by Recent Settlement

To kick things off, a new settlement involving various weed killer products is now accepting claims. We have the details below – but if you bought certain Roundup®, HDX® or Ace® weed killer products, you may be owed money.

From there, we'll touch on a few recently filed lawsuits involving burgers, car seats, and tool rentals, respectively. Specifically, Arby's is facing some scrutiny over the amount of wagyu beef in its new burgers, Chicco is being sued over the potentially harmful flame retardant chemicals in its car seats and Home Depot is facing claims over its insurance for tool rentals.

Keep reading for the details, as well as the latest class action settlements you may be able to claim.

– Ty Armstrong, Writer/Community Manager

Roundup®, HDX®, Ace® Weed Killer Settlement: File a Claim Today



If you purchased certain Roundup, HDX or Ace weed and grass killer products, you may be entitled to a cash payment from a recent class action settlement. Monsanto Company has agreed to pay up to \$45 million to settle claims that it falsely promoted some of its Roundup, HDX and Ace glyphosate-based weed killers by failing to disclose that they could cause cancer and other health problems. Those eligible to file claims could be owed anywhere between \$0.50 and \$33.00 per product purchased.

Importantly, if you currently have or later develop cancer or other health problems from use of these products, filing a claim with the settlement does not preclude you from suing for your injuries.

For more information on the deal and what you'll need to do to file a claim, check out [this page](#).

Arby's: "We Have the Meats" – But What Kind?



Within the past few years, wagyu has become synonymous with quality beef. And, to capitalize on consumer demand for the meat, Arby's recently added wagyu burgers to their menu. A proposed class action is calling into question, however, exactly how much of the highly sought-after (and typically expensive) beef is being used in the new sandwiches.

The lawsuit states that although consumers expect Arby's limited-edition Bacon Ranch Wagyu Steakhouse Burger and Deluxe Wagyu Steakhouse Burger to be made entirely with wagyu beef, the products actually contain 48 percent regular angus beef. As the complaint tells it, consumers have paid a premium price for the burgers based on Arby's representation that they're made entirely with wagyu and wouldn't have bought the burgers had they known their true contents.

You can read more about the allegations [right here](#).

IN OTHER NEWS

Chicco Car Seats: Harmful Flame Retardants?

As we look to keep our children safe, we shouldn't have to trade one danger for another. Unfortunately, Chicco USA is now facing a proposed class action lawsuit claiming that its most popular line of car seats is treated with hazardous flame retardants and possibly toxic per- and polyfluoroalkyl substances (PFAS). The case alleges that although infants and young children are more susceptible to the harmful health effects of flame retardants and PFAS, Chicco has nevertheless failed to make any disclosure regarding its use of these chemicals on the KeyFit 30 car seat model.

The lawsuit goes on to say that Chicco goes out of its way to make it appear that it only uses flame retardant chemicals on its products to comply with federal regulations – but there's no requirement that chemicals be used to meet flammability standards. The use of natural fibers in the car seats would provide the same benefit, the case says, but it's a significantly more expensive option.

You can read up on all the details [here](#).

Home Depot Facing Suit Over Tool Rental "Damage Protection"

One would think that damage protection coverage for tool rentals would cover most unforeseen circumstances that result in a piece of equipment being damaged.

A recently filed class action is claiming, however, that Home Depot's damage protection insurance doesn't cover any damage at all and merely insures "normal wear and tear." The case explains that Home Depot customers pay an extra 15 percent of the cost of the rental for virtually nothing – even though a section of the contract indeed mentions coverage for tools "damaged during normal use." As the lawsuit puts it, Home Depot has either breached its contracts with customers or made a mistake in drafting the paperwork. The plaintiff in the case says he was asked to pay \$3,000 for a damaged drain camera despite having damage protection coverage.

Want more? You can read up on the details [here](#).

SETTLEMENTS

New Settlements

University of Tampa — COVID Tuition Reimbursement

This settlement covers University of Tampa students who paid or whose tuition was paid on their behalf for the Spring 2020 semester and who remained enrolled in the university as of March 1, 2020.

Health Aid of Ohio — Data Breach

You may be included in this settlement if you were sent a notice informing you that your personal information may have been compromised in a February 2021 data breach affecting Health Aid of Ohio.

SpinX, Grande Games — Casino Apps (Washington)

This settlement covers consumers who played Cash Frenzy, Lotsa Slots, Jackpot World, Vegas Friends, Jackpot Mania, Jackpot Fever, DAFU, Cash Bash and Jackpot Crush while in Washington state before January 31, 2022.

Settlements Ending Soon

San Diego Family Care Data Breach

(July 15, 2022)

Trulieve Background Checks

(July 18, 2022)

Sole Fitness Treadmills

(July 26, 2022)

Vending Machine Fingerprint Collection — Illinois

(July 29, 2022)

Castle Parking Solutions Car Booting — Georgia

(August 2, 2022)

To view a complete list of settlements and to find out how you can file a claim, [click here](#).

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ClassAction.org
@ClassAction_org



If you bought certain Roundup, HDX or Ace weed killer products, you may be owed money as part of a recent class action settlement.

join.classaction.org/settlements/we...

2:00 PM · Jul 7, 2022 · Hootsuite Inc.

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Exhibit G: Email Notice



Notice of Settlement - Gilmore v. Monsanto Co.

Gilmore v. Monsanto Co. Settlement Administrator<notice@pnclassaction.com>
Reply-To: info@weedkilleradsettlement.com

If You Purchased Certain Roundup®, HDX®, or Ace® Weed & Grass Killer Products, You May Be Entitled To A Cash Payment From A Proposed Class Action Settlement

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

SUBMIT A CLAIM

Documentation May be Required for Some Claims

CLASS MEMBERS WILL RETAIN THEIR RIGHT TO SUE IF THEY CURRENTLY HAVE, OR LATER DEVELOP, CANCER OR ANY OTHER ILLNESS OR INJURY FROM EXPOSURE TO THE PRODUCTS.

This Settlement resolves a class action lawsuit, *Scott Gilmore et al. v. Monsanto Company, et al.* (No. 3:21-cv-8159), pending in the United States District Court for the Northern District of California (the “Court”) against Monsanto Company, the manufacturer of certain Roundup®, Ace®, and HDX® weed and grass killer products (the “Products”).

The lawsuit alleges that Monsanto falsely advertised and promoted the Products by failing to disclose that they, and their active ingredient, glyphosate, could potentially cause cancer or other adverse health effects. Monsanto denies these allegations and any wrongdoing. The Settlement avoids costs and risks from continuing the lawsuit, provides relief to purchasers of the Products during the relevant time period, and releases Monsanto and others from liability for related claims.

Who’s Included?

You may be a Settlement Class Member entitled to a cash payment if you purchased certain Roundup®, HDX®, or Ace® brand weed and grass killer products containing glyphosate sold by consumer retailers during the relevant time period. This case is not a personal-injury case.

Plaintiffs do not allege that they were injured or became ill from exposure to the Products. You do not have to have suffered personal injury to be a member of the Settlement Class or to file a claim. If you purchased any of the Products during the Class Period for purposes other than resale or distribution, you are in the Settlement Class and can make a claim.

The time period during which purchases are included in this Settlement differs from state to state, depending on each state's statutes of limitations. Visit the Settlement Website at www.WeedKillerAdSettlement.com for a complete list of the eligible Products and to determine if your purchase(s) are eligible for compensation.

What Does The Settlement Provide?

The proposed Class Action Settlement Agreement ("Settlement" or "Agreement") will provide the Class with monetary relief in an amount not less than **\$23 million** (the "Floor Amount") and not greater than **\$45 million** (the "Ceiling Amount") to pay all aspects of the Settlement. Class Members will be able to make claims for payments for the qualifying Products they bought during the Class Period, equivalent to approximately 20% of their weighted average retail price during the relevant Class Period. Payments per unit range from \$0.50 to \$33.00, for between 2 and 11 units without proof of purchase, depending on the state of purchase (you may be able to exceed the applicable limits with valid proof of purchase). If the Court approves the Settlement and you have not excluded yourself as described below, you will be bound by the Settlement and barred from suing Monsanto and related entities for the claims released in the Settlement. The Released Claims are described in detail at www.WeedKillerAdSettlement.com.

What Are My Rights And Options?

Make a Claim. You must submit a claim by going to www.WeedKillerAdSettlement.com and submitting (or mailing) a claim form. Class Members may make a claim by either an affirmation of the identity and quantity purchased or submitting proof(s) of purchase. The deadline to **postmark or submit your claim online is October 19, 2022.**

Other Options. The purpose of this Notice is to inform you of this lawsuit so you can make an informed decision as to whether you should remain in or opt out of this Settlement. **Your legal rights are affected**, and you have a choice to make now. If you do not want to be legally bound by the Settlement, you must exclude yourself by **October 19, 2022.** If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at www.WeedKillerAdSettlement.com.

You may remain a Settlement Class Member and object to the Settlement by **December 5, 2022.** You may choose to pay for and be represented by a lawyer who may send the objection for you. The Settlement Website explains how to exclude yourself or object.

The Court will hold a Final Approval Hearing on January 12, 2023, at 2:30 p.m. to consider whether to approve the Settlement, attorneys' fees and expenses, and Class Representative

service awards. You may ask the Court to appear at the Final Approval Hearing, but you do not have to appear at the hearing.

How Can I Get More Information?

This notice summarizes the proposed Settlement. For detailed information, visit the Settlement Website, contact the Claims Administrator at (833) 749-1489, contact Class Counsel at (310) 396-9600, or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Gilmore v. Monsanto Co.

P.O. Box 4208

Baton Rouge, LA 70821

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Exhibit H: Press Release



If You Purchased Certain Roundup®, HDX®, or Ace® Weed & Grass Killer Products, You May Be Entitled To a Cash Payment From A Proposed Class Action Settlement

USA - English ▼

NEWS PROVIDED BY
Class Administrator →
Jul 06, 2022, 08:00 ET

SAN FRANCISCO, July 6, 2022 /PRNewswire/ -- The following notice is being jointly issued by Milstein, Jackson, Fairchild & Wade, LLP, The Law Offices of Howard Rubinstein, and Winston & Strawn LLP and has been authorized by the United States District Court for the Northern District of California, in *Gillmore et al. v. Monsanto Company, et al.* (No. 3:21-cv-8159).

CLASS MEMBERS WILL RETAIN THEIR RIGHT TO SUE IF THEY CURRENTLY HAVE, OR LATER DEVELOP, CANCER OR ANY OTHER ILLNESS OR INJURY FROM EXPOSURE TO THE PRODUCTS.

The lawsuit alleges that Monsanto, the manufacturer of certain Roundup®, Ace®, and HDX® weed and grass killer products (the "Products"), falsely advertised and promoted the Products by failing to disclose that they, and their active ingredient, glyphosate, could potentially cause cancer or other adverse health effects. Monsanto denies these allegations and any wrongdoing. The Settlement avoids costs and risks from continuing the lawsuit, provides relief to purchasers of the Products during the relevant time period, and releases Monsanto and others from liability for related claims.

Who's Included?

You may be a Settlement Class Member entitled to a cash payment if you purchased certain Roundup®, HDX®, or Ace® brand weed and grass killer products containing glyphosate sold by consumer retailers during the relevant time period. This case is not a personal-injury case. Plaintiffs do not allege that they were injured or became ill from exposure to the Products. You do not have to have suffered personal injury to be a member of the

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What Are My Rights And Options?

Make a Claim. You must submit a claim by going to www.WeedKillerAdSettlement.com and submitting (or mailing) a claim form. Class Members may make a claim by either an affirmation of the identity and quantity purchased or submitting proof(s) of purchase. The deadline **to postmark or submit your claim online is October 19, 2022.**

Other Options. The purpose of this Notice is to inform you of this lawsuit so you can make an informed decision as to whether you should remain in or opt out of this Settlement. **Your legal rights are affected**, and you have a choice to make now. If you do not want to be legally bound by the Settlement, you must exclude yourself by **October 19, 2022**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at www.WeedKillerAdSettlement.com. You may remain a Settlement Class Member and object to the Settlement by **December 5, 2022**. You may choose to pay for and be represented by a lawyer who may send the objection for you. The Settlement Website explains how to exclude yourself or object.

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**PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION OR
ADVICE.**

SOURCE Class Administrator

Si compró ciertos productos Weed & Grass Killer de Roundup®, HDX®, or Ace®, usted puede tener derecho al pago en efectivo de un Acuerdo Propuesto de la Demanda Colectiva.

NEWS PROVIDED BY
Class Administrator →
Jul 06, 2022, 08:00 ET

San Francisco, CA, 6 de julio de 2022 /PRNewswire-HISPANIC PR WIRE/ -- El siguiente aviso está siendo emitido conjuntamente por Milstein, Jackson, Fairchild & Wade, LLP, The Law Offices of Howard Rubinstein y Winston & Strawn LLP y ha sido autorizado por el Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California, en *Gilmore et al. v. Monsanto Company, et al.* (No. 3:21-cv-8159).

**LOS MIEMBROS DEL COLECTIVO MANTENDRÁN SU DERECHO A
DEMANDAR SI ACTUALMENTE TIENEN, O DESARROLLAN
POSTERIORMENTE, CÁNCER O CUALQUIER OTRA ENFERMEDAD O
LESIÓN POR LA EXPOSICIÓN A LOS PRODUCTOS.**

La demanda alega que Monsanto, fabricante de ciertos productos herbicidas Roundup®, Ace® y HDX® (los "Productos"), anunció y promocionó falsamente los Productos al no revelar que estos, y su ingrediente activo, el glifosato, podrían causar cáncer u otros efectos adversos para la salud. Monsanto niega estos alegatos y cualquier delito. El Acuerdo evita los costes y los riesgos de continuar con el pleito, proporciona alivio a los compradores de los Productos durante el período de tiempo pertinente, y libera a Monsanto y a otros de la responsabilidad de las reclamaciones relacionadas.

¿Quién está incluido?

Usted puede ser un Miembro de la Clase del Acuerdo con derecho a un pago en efectivo si compró ciertos productos herbicidas y herbicidas de la marca Roundup®, HDX® o Ace® que contienen glifosato vendidos por minoristas de consumo durante el período de tiempo relevante. Este caso no es un caso de lesiones personales. Los demandantes no alegan que se lesionaron o se enfermaron por la exposición a los Productos. No necesita

haber sufrido lesiones personales para ser miembro del colectivo o para presentar un reclamo. Si compró cualquiera de los Productos durante el Período de la Clase para fines distintos de la reventa o distribución, usted está en el Colectivo y puede hacer un reclamo.

El período de tiempo durante el cual se incluyen las compras en este Acuerdo varía de estado a estado, en función de las leyes de prescripción de cada estado. Visite el sitio web del acuerdo en www.WeedKillerAdSettlement.com para obtener una lista completa de los Productos elegibles y para determinar si su(s) compra(s) son elegible(s) para una compensación.

¿Qué brinda el Acuerdo?

El Acuerdo de Conciliación de Demanda Colectiva propuesto ("Acuerdo" o "Acuerdo") proporcionará al Colectivo un alivio monetario en un monto no inferior a **\$23 millones** (el "Importe mínimo") y no superior a **\$45 millones** (el "Monto Máximo") para pagar todos los aspectos del Acuerdo. Los Miembros del Colectivo podrán reclamar pagos por los Productos que cumplan los requisitos que compraron durante el Período de la Demanda Colectiva, equivalentes a, aproximadamente, el 20 % de su precio medio ponderado de venta al público durante el Período de la Demanda Colectiva correspondiente. Los pagos por unidad oscilan entre \$0.50 y \$33.00, por entre 2 y 11 unidades sin comprobante de compra, dependiendo del estado de compra (podría excederse del límite aplicable sin el comprobante de compra). Si el Tribunal aprueba el Acuerdo y usted no se ha excluido como se describe a continuación, estará sujeto al Acuerdo y se le prohibirá demandar a Monsanto y entidades relacionadas por las reclamaciones eximidas en el Acuerdo. Las Reclamaciones Eximidas se describen en detalle en www.WeedKillerAdSettlement.com.

¿Cuáles son mis derechos y opciones?

Presentar una reclamación. Debe presentar una reclamación entrando en www.WeedKillerAdSettlement.com y presentando (o enviando) un formulario de reclamación. Los Miembros del Colectivo pueden presentar una reclamación mediante una afirmación de la identidad y la cantidad comprada o presentando la(s) prueba(s) de compra. El plazo **para la fecha en el sello postal o para presentar su reclamación en línea es el 19 de octubre de 2022.**

Otras opciones. El propósito de este Aviso es informarle sobre esta demanda para que pueda tomar una decisión informada sobre si debe permanecer u optar por no participar en este Acuerdo. **Sus derechos legales se ven afectados**, y debe elegir ya. Si no quiere estar legalmente vinculado con este Acuerdo, puede excluirse hasta el **19 de octubre de 2022**. Si no se excluye, renunciará a cualquier reclamación que pudiese

Puede seguir siendo un Miembro del Colectivo del Acuerdo y objetarlo antes del **5 de diciembre de 2022**. Puede elegir pagar para ser representado por un abogado que pueda enviar la objeción por usted. En el sitio web se explica cómo puede excluirse u objetar.

El Tribunal celebrará una Audiencia de Aprobación Final el 12 de enero de 2023, a las 2:30 p.m. para considerar si aprueba el Acuerdo, los honorarios y gastos de los abogados y los premios de servicio del Representante de clase. Puede pedirle a la Corte que comparezca en la Audiencia de Aprobación Final, pero no tiene que comparecer en la audiencia.

¿Cómo puedo obtener más información?

En este aviso se resume el Acuerdo propuesto. Para obtener información detallada, visite el sitio web del Acuerdo, póngase en contacto con el Administrador de Reclamaciones llamando al (833) 749-1489, póngase en contacto con los Abogados del Grupo llamando al (310) 396-9600, o acceda al expediente del Tribunal en este caso, pagando una tasa, a través del sistema de Acceso Público a los Registros Electrónicos del Tribunal (PACER) en <https://ecf.cand.uscourts.gov> o visitando la oficina del Secretario del Tribunal del Distrito de los Estados Unidos para el Distrito Norte de California, entre las 9:00 a.m. y las 4:00 p.m., de lunes a viernes, excluyendo los días festivos del Tribunal.

NO LLAME O ESCRIBA AL TRIBUNAL PARA OBTENER INFORMACIÓN O ASESORAMIENTO.

FUENTE Class Administrator

SOURCE Class Administrator

If You Purchased Certain Roundup®, HDX®, or Ace® Weed & Grass Killer Products, You May Be Entitled To a Cash Payment From A Proposed Class Action Settlement

Composite

English PR Newswire ID: 3586519-1 Clear Time Jul 06, 2022 8:00 AM ET View Release ▾

Report shows data for: All 2 releases

Pickup

112.9M

TOTAL POTENTIAL AUDIENCE

441

TOTAL EXACT MATCHES

TOP EXACT MATCH PICKUP



AP NEWS [The ...
24.2M visitors/month ^[1]



PR Newswire
7.6M visitors/month ^[1]



Seeking Alpha
6.4M visitors/month ^[1]



Markets Insider
5M visitors/month ^[1]



Benzinga
4M visitors/month ^[1]



KTLA [Los Ang...
3M visitors/month ^[1]



Morningstar
2.3M visitors/month ^[1]



KXAN-TV NBC-3...
2M visitors/month ^[1]



WFLA [Tampa, FL]
1.8M visitors/month ^[1]



WIVB [Buffalo...
1.8M visitors/month ^[1]



WJW-TV FOX-8 ...
1.8M visitors/month ^[1]



WGN [Chicago,...
1.7M visitors/month ^[1]



KDVR [Denver,...
1.5M visitors/month ^[1]



Nexis Newsdesk
1.5M visitors/month ^[1]



WXIN-TV FOX-5...
1.4M visitors/month ^[1]

*DATA SOURCES: [1]  [2] ALEXA, [3] SITEWORTHTRAFFIC.COM [4] CISION DIGITAL REACH

*THE DATA CITED HERE BY SIMILARWEB REPRESENTS SITE TRAFFIC DATA OF WORLDWIDE UNIQUE VISITORS ON DESKTOP AND MOBILE DEVICES. DATA IS UPDATED MONTHLY.

Views & Engagement

Views & Engagement data will continue to mature over time. Totals below are expected to have reached 98% maturity when the circles below are darker in color.

1,754
CLICK-THROUGHS

4
SHARES

4,359
RELEASE VIEWS

Distribution

949
TOTAL AP OUTLETS DISTRIBUTED

1.4K
TOTAL INFLUENCERS DISTRIBUTED

TOP AP OUTLETS

CISION INFLUENCER LISTS



C-SPAN
86.2M Visitors/Month
Washington, DC



Scribd, Inc.
43.5M Visitors/Month
San Francisco, CA



FoxNews.com
32.5M Visitors/Month
New York, NY



CBS News Radio
30M Visitors/Month
New York, NY



New York Time...
29.9M Visitors/Month
New York, NY



Apple Inc.
29.7M Visitors/Month
Cupertino, CA

CNBC.com



26.1M Visitors/Month
Englewood Cliffs, NJ

CBSnews.com
26.1M Visitors/Month
New York, NY

List Name	Outlet	Recipients
Human Interes...	Freelancer	12
Human Interes...	Fusion	8
Human Interes...	El Observador	5
Human Interes...	NBC News Latino	5
Human Interes...	The Associated Press	4
Human Interes...	Dos Mundos	3

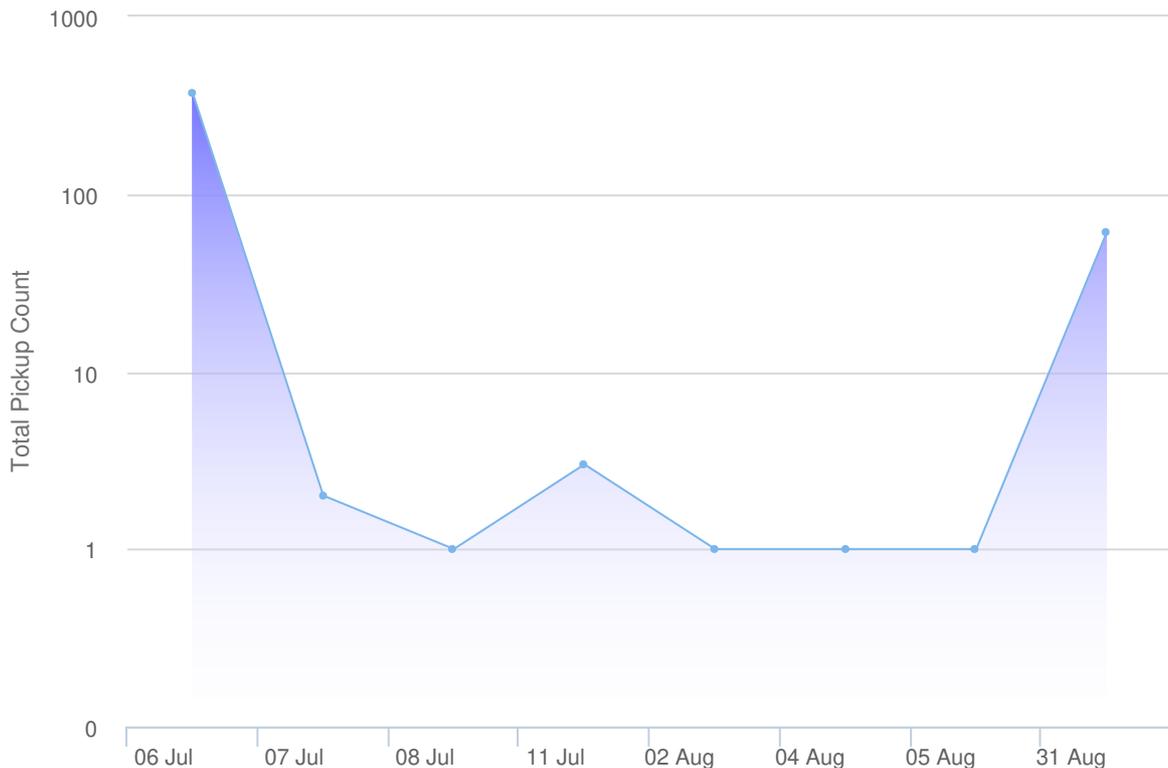
Pickup

Overview

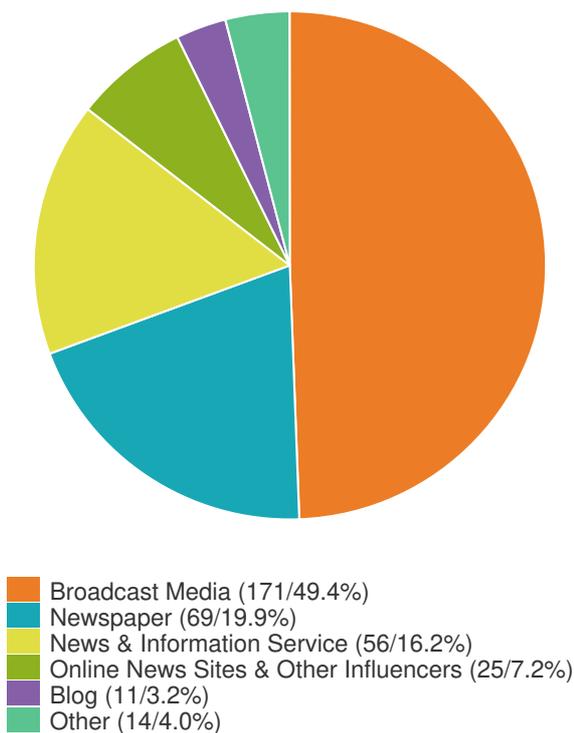
TOTAL PICKUP	441	TOTAL POTENTIAL AUDIENCE	112.9M
Exact Match	441 postings	Exact Match	112.9M visitors

Total Pickup Over Time

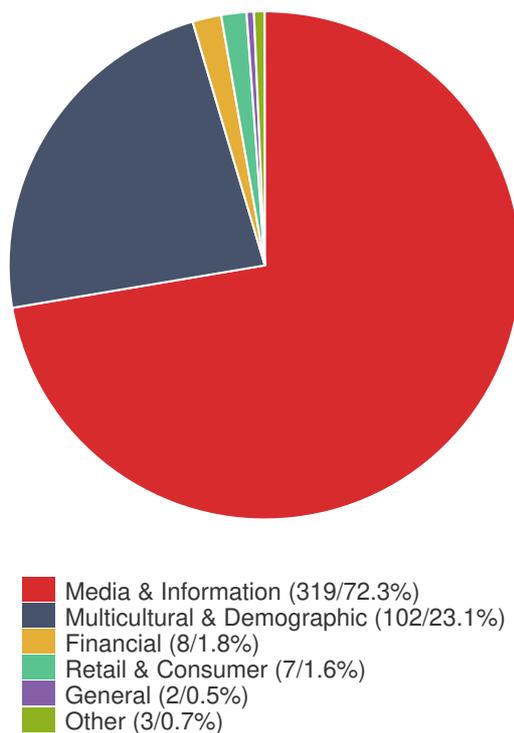
Total pickup since your content was distributed



Total Pickup by Source Type



Total Pickup by Industry



Exact Match Pickup

Exact matches are full text postings of your content which we have found in the online and social media that we monitor. Understand how it is calculated.

Total Exact Matches: **441**

Total Potential Audience: **112,920,514**

Logo	Outlet Name	Location	Source Type	Industry	Potential Audience
	AP NEWS [The Associated Press] Online View Release	United States	News & Information Service	Media & Information	24,200,584 ^[1] visitors/month
	PR Newswire Online View Release	Global	PR Newswire	Media & Information	7,560,415 ^[1] visitors/month
	PR Newswire Online View Release	Global	PR Newswire	Media & Information	7,560,415 ^[1] visitors/month
	Seeking Alpha Online View Release	United States	Online News Sites & Other Influencers	Financial	6,422,118 ^[1] visitors/month
	Markets Insider Online View Release	Global	Online News Sites & Other Influencers	Financial	5,045,824 ^[1] visitors/month

	Benzinga Online  View Release	United States	Online News Sites & Other Influencers	Financial	3,982,964 ^[1] visitors/month
	KTLA [Los Angeles, CA] Online  View Release	United States	Broadcast Media	Media & Information	2,988,825 ^[1] visitors/month
	Morningstar Online  View Release	Global	Financial Data, Research & Analytics	Financial	2,324,616 ^[1] visitors/month
	KXAN-TV NBC-36 [Austin, TX] Online  View Release	United States	Broadcast Media	Media & Information	2,035,709 ^[1] visitors/month
	WFLA [Tampa, FL] Online  View Release	United States	Broadcast Media	Media & Information	1,844,121 ^[1] visitors/month
	WIVB [Buffalo, NY] Online  View Release	United States	Broadcast Media	Media & Information	1,815,186 ^[1] visitors/month
	WJW-TV FOX-8 [Cleveland, OH] Online  View Release	United States	Broadcast Media	Media & Information	1,762,315 ^[1] visitors/month
	WGN [Chicago, IL] Online  View Release	United States	Broadcast Media	Media & Information	1,680,649 ^[1] visitors/month
	KDVR [Denver, CO] Online  View Release	United States	Broadcast Media	Media & Information	1,549,698 ^[1] visitors/month
	Nexis Newsdesk Online  View Release	United States	News & Information Service	Media & Information	1,526,094 ^[1] visitors/month
	WXIN-TV FOX-59 [Indianapolis, IN] Online  View Release	United States	Broadcast Media	Media & Information	1,443,768 ^[1] visitors/month
	KLAS-TV CBS-8 [Las Vegas, NV] Online  View Release	United States	Broadcast Media	Media & Information	1,359,632 ^[1] visitors/month
	KLAS-TV CBS-8 [Las Vegas, NV] Online  View Release	United States	Broadcast Media	Media & Information	1,359,632 ^[1] visitors/month
	KTVI-TV FOX-2 [St. Louis, MO] Online  View Release	United States	Broadcast Media	Media & Information	1,279,996 ^[1] visitors/month

	WHTM [Harrisburg, PA] Online  View Release	United States	Broadcast Media	Media & Information	1,222,373 ^[1] visitors/month
	WPIX-TV CW-11 [New York, NY] Online  View Release	United States	Broadcast Media	Media & Information	1,173,192 ^[1] visitors/month
	KRON [San Francisco, CA] Online  View Release	United States	Broadcast Media	Media & Information	1,157,462 ^[1] visitors/month
	KFOR [Oklahoma City, OK] Online  View Release	United States	Broadcast Media	Media & Information	991,747 ^[1] visitors/month
	KRQE [Albuquerque, NM] Online  View Release	United States	Broadcast Media	Media & Information	986,140 ^[1] visitors/month
	WBTV-TV [Charlotte, NC] Online  View Release	United States	Broadcast Media	Media & Information	975,562 ^[1] visitors/month
	KSWB [San Diego, CA] Online  View Release	United States	Broadcast Media	Media & Information	949,528 ^[1] visitors/month
	WGHP [Greensboro, NC] Online  View Release	United States	Broadcast Media	Media & Information	922,100 ^[1] visitors/month
	WOOD [Grand Rapids, MI] Online  View Release	United States	Broadcast Media	Media & Information	894,836 ^[1] visitors/month
	WHNT [Huntsville, AL] Online  View Release	United States	Broadcast Media	Media & Information	881,829 ^[1] visitors/month
	WDAF [Kansas City, MO] Online  View Release	United States	Broadcast Media	Media & Information	880,652 ^[1] visitors/month
	KOIN-TV CBS-6 [Portland, OR] Online  View Release	United States	Broadcast Media	Media & Information	847,310 ^[1] visitors/month
	WXIX-TV FOX-19 [Cincinnati, OH] Online  View Release	United States	Broadcast Media	Media & Information	843,626 ^[1] visitors/month
	WAVY-TV NBC-10 [Portsmouth, VA] Online  View Release	United States	Broadcast Media	Media & Information	841,358 ^[1] visitors/month
	WCMH [Columbus, OH] Online  View Release	United States	Broadcast Media	Media & Information	788,876 ^[1] visitors/month

	WRIC [Richmond, VA] Online  View Release	United States	Broadcast Media	Media & Information	782,061 ^[1] visitors/month
	WNCN [Raleigh, NC] Online  View Release	United States	Broadcast Media	Media & Information	762,790 ^[1] visitors/month
	WAFB-TV [Midland, TX] Online  View Release	United States	Broadcast Media	Media & Information	754,775 ^[1] visitors/month
	KCTV-TV CBS-11 [Colorado Springs, CO] Online  View Release	United States	Broadcast Media	Media & Information	712,044 ^[1] visitors/month
	WATE [Knoxville, TN] Online  View Release	United States	Broadcast Media	Media & Information	681,060 ^[1] visitors/month
	WREG [Memphis, TN] Online  View Release	United States	Broadcast Media	Media & Information	674,935 ^[1] visitors/month
	WKRN [Nashville, TN] Online  View Release	United States	Broadcast Media	Media & Information	666,630 ^[1] visitors/month
	WKRN [Nashville, TN] Online  View Release	United States	Broadcast Media	Media & Information	666,630 ^[1] visitors/month
	WKRN [Nashville, TN] Online  View Release	United States	Broadcast Media	Media & Information	666,630 ^[1] visitors/month
	WHSV-TV [Harrisonburg, VA] Online  View Release	United States	Broadcast Media	Media & Information	645,324 ^[1] visitors/month
	WANE [Fort Wayne, IN] Online  View Release	United States	Broadcast Media	Media & Information	610,156 ^[1] visitors/month
	WKBN [Youngstown, OH] Online  View Release	United States	Broadcast Media	Media & Information	588,889 ^[1] visitors/month
	KHON [Honolulu, HI] Online  View Release	United States	Broadcast Media	Media & Information	586,365 ^[1] visitors/month
	KNWA/KFTA [Fayetteville, AR] Online  View Release	United States	Broadcast Media	Media & Information	537,164 ^[1] visitors/month
	WTEN/ WXXA-TV [Albany, NY] Online  View Release	United States	Broadcast Media	Media & Information	530,731 ^[1] visitors/month

	WKYT-TV [Lexington, KY] Online  View Release	United States	Broadcast Media	Media & Information	525,912 ^[1] visitors/month
	KELO [Sioux Falls, SD] Online  View Release	United States	Broadcast Media	Media & Information	494,570 ^[1] visitors/month
	KTVX [Salt Lake City, UT] Online  View Release	United States	Broadcast Media	Media & Information	460,216 ^[1] visitors/month
	WOWT-TV [Omaha, NE] Online  View Release	United States	Broadcast Media	Media & Information	457,108 ^[1] visitors/month
	WNDU-TV [South Bend, IN] Online  View Release	United States	Broadcast Media	Media & Information	453,928 ^[1] visitors/month
	WWLP-TV NBC-22 [Springfield, MA] Online  View Release	United States	Broadcast Media	Media & Information	451,170 ^[1] visitors/month
	WKRG [Mobile, AL] Online  View Release	United States	Broadcast Media	Media & Information	443,457 ^[1] visitors/month
	WPRI/WNAC [Providence, RI] Online  View Release	United States	Broadcast Media	Media & Information	441,313 ^[1] visitors/month
	The Cowboy Channel Online  View Release	United States	Broadcast Media	Media & Information	425,871 ^[1] visitors/month
	WTNH [New Haven, CT] Online  View Release	United States	Broadcast Media	Media & Information	410,559 ^[1] visitors/month
	WJHL [Johnson City, TN] Online  View Release	United States	Broadcast Media	Media & Information	406,462 ^[1] visitors/month
	KOLD-TV [Tucson, AZ] Online  View Release	United States	Broadcast Media	Media & Information	402,930 ^[1] visitors/month
	WAFF-TV [Huntsville, AL] Online  View Release	United States	Broadcast Media	Media & Information	388,746 ^[1] visitors/month
	WIAT [Birmingham, AL] Online  View Release	United States	Broadcast Media	Media & Information	388,618 ^[1] visitors/month

	KSEE/KGPE [Fresno, CA] Online  View Release	United States	Broadcast Media	Media & Information	385,418 ^[1] visitors/month
	WBTW [Myrtle Beach, SC] Online  View Release	United States	Broadcast Media	Media & Information	383,595 ^[1] visitors/month
	WSYR-TV ABC-9 NewsChannel [Syracuse, NY] Online  View Release	United States	Broadcast Media	Media & Information	375,643 ^[1] visitors/month
	WSYR-TV ABC-9 NewsChannel [Syracuse, NY] Online  View Release	United States	Broadcast Media	Media & Information	375,643 ^[1] visitors/month
	KSNW [Wichita, KS] Online  View Release	United States	Broadcast Media	Media & Information	371,242 ^[1] visitors/month
	WROC/WUHF/WZDX [Rochester, NY] Online  View Release	United States	Broadcast Media	Media & Information	366,346 ^[1] visitors/month
	WHO-TV NBC-13 [Des Moines, IA] Online  View Release	United States	Broadcast Media	Media & Information	359,380 ^[1] visitors/month
	WSYR-TV ABC-9 NewsChannel [Syracuse, NY] Online  View Release	United States	Broadcast Media	Media & Information	353,477 ^[1] visitors/month
	WQRF/WTVO [Rockford, IL] Online  View Release	United States	Broadcast Media	Media & Information	353,266 ^[1] visitors/month
	WFRV [Green Bay, WI] Online  View Release	United States	Broadcast Media	Media & Information	349,628 ^[1] visitors/month
	KTXL [Sacramento, CA] Online  View Release	United States	Broadcast Media	Media & Information	349,284 ^[1] visitors/month
	KTXL [Sacramento, CA] Online  View Release	United States	Broadcast Media	Media & Information	349,284 ^[1] visitors/month
	WGNO [New Orleans, LA] Online  View Release	United States	Broadcast Media	Media & Information	346,782 ^[1] visitors/month
	WBRE/WYOU [Wilkes-Barre, PA] Online  View Release	United States	Broadcast Media	Media & Information	341,248 ^[1] visitors/month
	WSPA/WYCW [Spartanburg, SC] Online  View Release	United States	Broadcast Media	Media & Information	322,771 ^[1] visitors/month

	WJHG-TV [Panama City Beach, FL] Online  View Release	United States	Broadcast Media	Media & Information	307,516 ^[1] visitors/month
	KOLR/KOZL [Springfield, MO] Online  View Release	United States	Broadcast Media	Media & Information	289,825 ^[1] visitors/month
	KOLR/KOZL [Springfield, MO] Online  View Release	United States	Broadcast Media	Media & Information	289,825 ^[1] visitors/month
	WEHT/WTWV [Evansville, IN] Online  View Release	United States	Broadcast Media	Media & Information	288,412 ^[1] visitors/month
	KARK-TV NBC-4 [Little Rock, AR] Online  View Release	United States	Broadcast Media	Media & Information	275,113 ^[1] visitors/month
	KVEO-TV CBS-4 [Harlingen, TX] Online  View Release	United States	Broadcast Media	Media & Information	273,895 ^[1] visitors/month
	Finanzen.at Online  View Release	Germany	Online News Sites & Other Influencers	Financial	267,740 ^[1] visitors/month
	WCBD-TV NBC-2 [Charleston, SC] Online  View Release	United States	Broadcast Media	Media & Information	261,686 ^[1] visitors/month
	KLFY [Lafayette, LA] Online  View Release	United States	Broadcast Media	Media & Information	253,238 ^[1] visitors/month
	KXRM [Colorado Springs, CO] Online  View Release	United States	Broadcast Media	Media & Information	251,646 ^[1] visitors/month
	KSNT-TV NBC-27 [Topeka, KS] Online  View Release	United States	Broadcast Media	Media & Information	245,510 ^[1] visitors/month
	WTRF [Wheeling, WV] Online  View Release	United States	Broadcast Media	Media & Information	241,629 ^[1] visitors/month
	KGET [Bakersfield, CA] Online  View Release	United States	Broadcast Media	Media & Information	238,960 ^[1] visitors/month
	WDTN/WBDT [Dayton, OH] Online  View Release	United States	Broadcast Media	Media & Information	230,693 ^[1] visitors/month
	WJBF [Augusta, GA] Online  View Release	United States	Broadcast Media	Media & Information	228,645 ^[1] visitors/month

	WETM-TV NBC-18 [Elmira, NY] Online  View Release	United States	Broadcast Media	Media & Information	227,602 ^[1] visitors/month
	WJTV-TV CBS-12 [Jackson, MS] Online  View Release	United States	Broadcast Media	Media & Information	226,065 ^[1] visitors/month
	KTSM [El Paso, TX] Online  View Release	United States	Broadcast Media	Media & Information	218,285 ^[1] visitors/month
	WMBD-TV CBS 31 / WYZZ-TV FOX 43 [Peoria, IL] Online  View Release	United States	Broadcast Media	Media & Information	215,682 ^[1] visitors/month
	WSAV [Savannah, GA] Online  View Release	United States	Broadcast Media	Media & Information	215,266 ^[1] visitors/month
	KAMC/KLBK Online  View Release	United States	Broadcast Media	Media & Information	214,585 ^[1] visitors/month
	WBOY [Clarksburg, WV] Online  View Release	United States	Broadcast Media	Media & Information	210,244 ^[1] visitors/month
	KLRT-TV FOX-16 [Little Rock, AR] Online  View Release	United States	Broadcast Media	Media & Information	199,455 ^[1] visitors/month
	WNCT [Greenville, NC] Online  View Release	United States	Broadcast Media	Media & Information	198,621 ^[1] visitors/month
	Daily Journal [Tupelo, MS] Online  View Release	United States	Newspaper	Media & Information	196,513 ^[1] visitors/month
	WRBL [Columbus, GA] Online  View Release	United States	Broadcast Media	Media & Information	176,440 ^[1] visitors/month
	WLNS-TV CBS-6 [Lansing, MI] Online  View Release	United States	Broadcast Media	Media & Information	169,816 ^[1] visitors/month
	Ser Padres Online  View Release	United States	Magazine	Multicultural & Demographic	164,467 ^[1] visitors/month
	WMBB-TV ABC-13 [Panama City, FL] Online  View Release	United States	Broadcast Media	Media & Information	161,249 ^[1] visitors/month
	WOWK-TV CBS-13 [Charleston, WV] Online  View Release	United States	Broadcast Media	Media & Information	161,032 ^[1] visitors/month

	KXMA/KXMB [Bismark, ND] Online  View Release	United States	Broadcast Media	Media & Information	156,262 ^[1] visitors/month
	KTAB/KRBC [Abilene, TX] Online  View Release	United States	Broadcast Media	Media & Information	152,449 ^[1] visitors/month
	WCIA-TV CBS 3 [Champaign, IL] Online  View Release	United States	Broadcast Media	Media & Information	151,898 ^[1] visitors/month
	KFDX-TV NBC-3 / KJTL-TV FOX-18 [Wichita Falls, TX] Online  View Release	United States	Broadcast Media	Media & Information	149,742 ^[1] visitors/month
	RFD-TV [Nashville, TN] Online  View Release	United States	Broadcast Media	Media & Information	141,022 ^[1] visitors/month
	WTTV [Indianapolis, IN] Online  View Release	United States	Broadcast Media	Media & Information	137,336 ^[1] visitors/month
	KIAH [Houston, TX] Online  View Release	United States	Broadcast Media	Media & Information	135,843 ^[1] visitors/month
	WVLA [Baton Rouge, LA] Online  View Release	United States	Broadcast Media	Media & Information	130,855 ^[1] visitors/month
	WVLA [Baton Rouge, LA] Online  View Release	United States	Broadcast Media	Media & Information	130,855 ^[1] visitors/month
	WTAJ [Altoona, PA] Online  View Release	United States	Broadcast Media	Media & Information	129,409 ^[1] visitors/month
	WICZ-TV FOX-40 [Binghamton, NY] Online  View Release	United States	Broadcast Media	Media & Information	108,401 ^[1] visitors/month
	WJET-TV ABC-24 / WFXP-TV FOX-44 [Erie, PA] Online  View Release	United States	Broadcast Media	Media & Information	108,116 ^[1] visitors/month
	WJET-TV ABC-24 / WFXP-TV FOX-44 [Erie, PA] Online  View Release	United States	Broadcast Media	Media & Information	108,116 ^[1] visitors/month
	KAMR/KCIT Online  View Release	United States	Broadcast Media	Media & Information	106,845 ^[1] visitors/month
	KTAL-TV NBC-6 [Shreveport, LA] Online  View Release	United States	Broadcast Media	Media & Information	101,761 ^[1] visitors/month

	KSWO-TV [Lawton, OK] Online  View Release	United States	Broadcast Media	Media & Information	100,290 ^[1] visitors/month
	WTWO-TV NBC-2/WAWV-TV ABC-38 MyWabashValley [Terre Haute IN] Online  View Release	United States	Broadcast Media	Media & Information	98,472 ^[1] visitors/month
	WTWO-TV NBC-2/WAWV-TV ABC-38 MyWabashValley [Terre Haute IN] Online  View Release	United States	Broadcast Media	Media & Information	98,472 ^[1] visitors/month
	WFXR [Roanoke, VA] Online  View Release	United States	Broadcast Media	Media & Information	93,245 ^[1] visitors/month
	QuadCities WHBF-TV CBS-4 / KLJB-TV FOX-18 [Rock Island, IL] Online  View Release	United States	Broadcast Media	Media & Information	92,056 ^[1] visitors/month
	QuadCities WHBF-TV CBS-4 / KLJB-TV FOX-18 [Rock Island, IL] Online  View Release	United States	Broadcast Media	Media & Information	92,056 ^[1] visitors/month
	WDKY [Lexington, KY] Online  View Release	United States	Broadcast Media	Media & Information	90,539 ^[1] visitors/month
	WFFF-TV FOX 44 / WVNY-TV ABC-22 [Colchester, VT] Online  View Release	United States	Broadcast Media	Media & Information	86,658 ^[1] visitors/month
	WVLA [Baton Rouge, LA] Online  View Release	United States	Broadcast Media	Media & Information	83,771 ^[1] visitors/month
	Skagit Valley Herald [Mount Vernon, WA] Online  View Release	United States	Newspaper	Media & Information	83,011 ^[1] visitors/month
	Skagit Valley Herald [Mount Vernon, WA] Online  View Release	United States	Newspaper	Media & Information	83,011 ^[1] visitors/month
	Skagit Valley Herald [Mount Vernon, WA] Online  View Release	United States	Newspaper	Media & Information	83,011 ^[1] visitors/month
	Skagit Valley Herald [Mount Vernon, WA] Online  View Release	United States	Newspaper	Media & Information	83,011 ^[1] visitors/month
	Skagit Valley Herald [Mount Vernon, WA] Online  View Release	United States	Newspaper	Media & Information	83,011 ^[1] visitors/month
	Skagit Valley Herald [Mount Vernon, WA] Online  View Release	United States	Newspaper	Media & Information	83,011 ^[1] visitors/month

	KLST/KSAN [San Angelo, TX] Online  View Release	United States	Broadcast Media	Media & Information	81,625 ^[1] visitors/month
	KSNF/KODE [Joplin, MO] Online  View Release	United States	Broadcast Media	Media & Information	80,574 ^[1] visitors/month
	KCAU-TV ABC-9 Siouxland Proud [Sioux City, IA] Online  View Release	United States	Broadcast Media	Media & Information	78,558 ^[1] visitors/month
	KCAU-TV ABC-9 Siouxland Proud [Sioux City, IA] Online  View Release	United States	Broadcast Media	Media & Information	78,558 ^[1] visitors/month
	WYTV-TV ABC-33 [Youngstown, OH] Online  View Release	United States	Broadcast Media	Media & Information	75,652 ^[1] visitors/month
	KARD/KTVE [West Monroe, LA] Online  View Release	United States	Broadcast Media	Media & Information	73,755 ^[1] visitors/month
	WJMN-TV CBS 3 [Escanaba, WI] Online  View Release	United States	Broadcast Media	Media & Information	69,254 ^[1] visitors/month
	Ellensburg Daily Record [Ellensburg, WA] Online  View Release	United States	Newspaper	Media & Information	68,801 ^[1] visitors/month
	Ellensburg Daily Record [Ellensburg, WA] Online  View Release	United States	Newspaper	Media & Information	68,801 ^[1] visitors/month
	Ellensburg Daily Record [Ellensburg, WA] Online  View Release	United States	Newspaper	Media & Information	68,801 ^[1] visitors/month
	AmericaTeVe Online  View Release	United States	News & Information Service	Multicultural & Demographic	65,066 ^[1] visitors/month
	Suncoast News Network [Sarasota, FL] Online  View Release	United States	Broadcast Media	Media & Information	64,388 ^[1] visitors/month
	KDAF-TV CW-33 [Dallas, TX] Online  View Release	United States	Broadcast Media	Media & Information	64,150 ^[1] visitors/month
	The Costa Rica News - TCRN Online  View Release	Costa Rica	Online News Sites & Other Influencers	Media & Information	63,841 ^[1] visitors/month
	WVNS [Beckley, WV] Online  View Release	United States	Broadcast Media	Media & Information	61,117 ^[1] visitors/month

	WVNS [Beckley, WV] Online  View Release	United States	Broadcast Media	Media & Information	61,117 ^[1] visitors/month
	WVNS [Beckley, WV] Online  View Release	United States	Broadcast Media	Media & Information	61,117 ^[1] visitors/month
	The Troy Messenger Online  View Release	United States	Newspaper	Media & Information	58,751 ^[1] visitors/month
	Chinook Observer Online  View Release	United States	Newspaper	Media & Information	56,456 ^[1] visitors/month
	Chinook Observer Online  View Release	United States	Newspaper	Media & Information	56,456 ^[1] visitors/month
	Chinook Observer Online  View Release	United States	Newspaper	Media & Information	56,456 ^[1] visitors/month
	The State Journal Online  View Release	United States	Newspaper	Media & Information	56,231 ^[1] visitors/month
	KREX/KFQX/KGJT [Grand Junction, CO] Online  View Release	United States	Broadcast Media	Media & Information	55,489 ^[1] visitors/month
	KMID/KPEJ [Odessa, TX] Online  View Release	United States	Broadcast Media	Media & Information	51,467 ^[1] visitors/month
	Spoke Online  View Release	United States	News & Information Service	Business Services	51,366 ^[1] visitors/month
	KWKT-TV FOX-44 / KYLE-TV MyNetworkTV [Woodway, TX] Online  View Release	United States	Broadcast Media	Media & Information	47,791 ^[1] visitors/month
	The State Journal Online  View Release	United States	Newspaper	Media & Information	46,690 ^[1] visitors/month
	The Coastland Times Online  View Release	United States	Newspaper	Media & Information	46,594 ^[1] visitors/month
	WDHN-TV ABC [Webb, AL] Online  View Release	United States	Broadcast Media	Media & Information	45,504 ^[1] visitors/month
	WBGH/WIVT [Binghamton, NY] Online  View Release	United States	Broadcast Media	Media & Information	45,103 ^[1] visitors/month

	WFXV/WPNY/WUTR Online  View Release	United States	Broadcast Media	Media & Information	42,802 ^[1] visitors/month
	One News Page Global Edition Online  View Release	Global	Online News Sites & Other Influencers	Media & Information	35,197 ^[1] visitors/month
	One News Page Global Edition Online  View Release	Global	Online News Sites & Other Influencers	Media & Information	35,197 ^[1] visitors/month
	One News Page Global Edition Online  View Release	Global	Online News Sites & Other Influencers	Media & Information	35,197 ^[1] visitors/month
	WPHL [Philadelphia, PA] Online  View Release	United States	Broadcast Media	Media & Information	33,866 ^[1] visitors/month
	WWTI-TV ABC-50 [Watertown, NY] Online  View Release	United States	Broadcast Media	Media & Information	33,174 ^[1] visitors/month
	WWTI-TV ABC-50 [Watertown, NY] Online  View Release	United States	Broadcast Media	Media & Information	33,174 ^[1] visitors/month
	The Tryon Daily Bulletin Online  View Release	United States	Newspaper	Media & Information	29,613 ^[1] visitors/month
	The Advocate-Messenger Online  View Release	United States	Newspaper	Media & Information	29,235 ^[1] visitors/month
	WTNZ FOX-43 (Knoxville, TN) Online  View Release	United States	Broadcast Media	Media & Information	24,508 ^[1] visitors/month
	Mega TV Online  View Release	United States	Broadcast Media	Multicultural & Demographic	22,950 ^[1] visitors/month
	Mega TV Online  View Release	United States	Broadcast Media	Multicultural & Demographic	22,950 ^[1] visitors/month
	The Stanly News & Press Online  View Release	United States	Newspaper	Media & Information	22,677 ^[1] visitors/month
	Austin Daily Herald Online  View Release	United States	Newspaper	Media & Information	21,723 ^[1] visitors/month
	Mom Blog Society Online  View Release	United States	Blog-Parental Influencers	Retail & Consumer	19,479 ^[1] visitors/month

	RFD-TV's The American Rodeo Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	16,080 ^[1] visitors/month
	WNTZ [Alexandria, LA] Online  View Release	United States	Broadcast Media	Media & Information	14,220 ^[1] visitors/month
	WLAX-TV FOX 28/45 [La Crosse, WI] Online  View Release	United States	Broadcast Media	Media & Information	12,143 ^[1] visitors/month
	La Mega 106.9 FM Online  View Release	Puerto Rico	Broadcast Media	Multicultural & Demographic	11,307 ^[1] visitors/month
	Univision Minnesota Online  View Release	United States	Broadcast Media	Multicultural & Demographic	10,252 ^[1] visitors/month
	The Post-Searchlight Online  View Release	United States	Newspaper	Media & Information	10,142 ^[1] visitors/month
	Portada-Online.com Online  View Release	United States	News & Information Service	Multicultural & Demographic	9,382 ^[1] visitors/month
	La Nueva 94 FM Online  View Release	Puerto Rico	Broadcast Media	Multicultural & Demographic	9,019 ^[1] visitors/month
	Davie County Enterprise Record Online  View Release	United States	Newspaper	Media & Information	8,251 ^[1] visitors/month
	Univision Canada Online  View Release	Canada	Broadcast Media	Multicultural & Demographic	8,181 ^[1] visitors/month
	Lang1234.com Online  View Release	Global	Online News Sites & Other Influencers	Media & Information	6,667 ^[1] visitors/month
	The Podcast Park Online  View Release	United States	Broadcast Media	Media & Information	6,623 ^[1] visitors/month
	The Roanoke Chowan News Herald Online  View Release	United States	Newspaper	Media & Information	6,454 ^[1] visitors/month
	BambuUP Online  View Release	Vietnam	Blog	Financial	6,235 ^[1] visitors/month
	The Atmore Advance Online  View Release	United States	Newspaper	Media & Information	5,324 ^[1] visitors/month

	El Zol 106.7 FM Online  View Release	United States	Broadcast Media	Multicultural & Demographic	5,227 ^[1] visitors/month
	The Tidewater News Online  View Release	United States	Newspaper	Media & Information	5,126 ^[1] visitors/month
	Luverne Journal Online  View Release	United States	Newspaper	Media & Information	4,787 ^[1] visitors/month
	Americus Times-Recorder Online  View Release	United States	Newspaper	Media & Information	4,756 ^[1] visitors/month
	La Mega 97.9 FM Online  View Release	United States	Broadcast Media	Multicultural & Demographic	4,739 ^[1] visitors/month
	Middlesboro News Online  View Release	United States	Newspaper	Media & Information	4,633 ^[1] visitors/month
	Cordele Dispatch Online  View Release	United States	Newspaper	Media & Information	4,513 ^[1] visitors/month
	The Greenville Advocate Online  View Release	United States	Newspaper	Media & Information	4,505 ^[1] visitors/month
	WPGX-TV FOX-28 [Panama City, FL] Online  View Release	United States	Broadcast Media	Media & Information	4,467 ^[1] visitors/month
	La Raza 97.9 FM Online  View Release	United States	Broadcast Media	Multicultural & Demographic	4,115 ^[1] visitors/month
	La Zeta 93.7 FM Online  View Release	Puerto Rico	Broadcast Media	Multicultural & Demographic	3,745 ^[1] visitors/month
	D'Latinos Online  View Release	United States	News & Information Service	Multicultural & Demographic	3,130 ^[1] visitors/month
	Magazines Today Online  View Release	Global	Trade Publications	Media & Information	3,108 ^[1] visitors/month
	Mercadotecnia y Medios Online  View Release	United States	News & Information Service	Multicultural & Demographic	2,812 ^[1] visitors/month
	KHMT/KSVI [Billings, MT] Online  View Release	United States	Broadcast Media	Media & Information	2,651 ^[1] visitors/month

	Latin Business Today Online  View Release	United States	Online News Sites & Other Influencers	Multicultural & Demographic	2,520 ^[1] visitors/month
	Latin Business Today Online  View Release	United States	Online News Sites & Other Influencers	Multicultural & Demographic	2,520 ^[1] visitors/month
	Latin Business Hoy Online  View Release	United States	Online News Sites & Other Influencers	Multicultural & Demographic	2,520 ^[1] visitors/month
	ChicaNOL Online  View Release	United States	Blog	Multicultural & Demographic	2,477 ^[1] visitors/month
	One News Page United States Edition Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	2,468 ^[1] visitors/month
	Amor 93.1 FM Online  View Release	United States	Broadcast Media	Multicultural & Demographic	2,372 ^[1] visitors/month
	KJUN-TV / KFOL-TV HTV10 [Houma, LA] Online  View Release	United States	Broadcast Media	Media & Information	1,957 ^[1] visitors/month
	Zeta 92.3 FM Online  View Release	United States	Broadcast Media	Multicultural & Demographic	1,891 ^[1] visitors/month
	The Demopolis Times Online  View Release	United States	Newspaper	Media & Information	1,880 ^[1] visitors/month
	El Perico Online  View Release	United States	Online News Sites & Other Influencers	Multicultural & Demographic	1,784 ^[1] visitors/month
	El Perico Online  View Release	United States	Online News Sites & Other Influencers	Multicultural & Demographic	1,784 ^[1] visitors/month
	La Raza 93.3 FM Online  View Release	United States	Broadcast Media	Multicultural & Demographic	1,714 ^[1] visitors/month
	La Ley 107.9 FM Online  View Release	United States	Broadcast Media	Multicultural & Demographic	1,680 ^[1] visitors/month
	La Ley 107.9 FM Online  View Release	United States	Broadcast Media	Multicultural & Demographic	1,680 ^[1] visitors/month
	Kenbridge Victoria Dispatch Online  View Release	United States	Newspaper	Media & Information	1,639 ^[1] visitors/month

	The Charlotte Gazette Online  View Release	United States	Newspaper	Media & Information	1,466 ^[1] visitors/month
	Play 96.5 FM Online  View Release	Puerto Rico	Broadcast Media	Multicultural & Demographic	1,443 ^[1] visitors/month
	Mega 96.3 FM Online  View Release	United States	Broadcast Media	Multicultural & Demographic	1,378 ^[1] visitors/month
	WWDN 104.5 FM [Danville, VA] Online  View Release	United States	Broadcast Media	Media & Information	1,342 ^[1] visitors/month
	Lowndes Signal Online  View Release	United States	Newspaper	Media & Information	949 ^[1] visitors/month
	Harlan Enterprise Online  View Release	United States	Newspaper	Media & Information	917 ^[1] visitors/month
	Seattle 24x7 Online  View Release	United States	Trade Publications	Tech	880 ^[1] visitors/month
	Hoy en Delaware Online  View Release	United States	Newspaper	Multicultural & Demographic	844 ^[1] visitors/month
	Fuente Latina Online  View Release	United States	Blog	Multicultural & Demographic	834 ^[1] visitors/month
	The Vicksburg Post Online  View Release	United States	Newspaper	Media & Information	789 ^[1] visitors/month
	The Vicksburg Post Online  View Release	United States	Newspaper	Media & Information	789 ^[1] visitors/month
	My Silly Little Gang Online  View Release	United States	Blog-Parental Influencers	Retail & Consumer	751 ^[1] visitors/month
	Elizabethton Star Online  View Release	United States	Newspaper	Media & Information	683 ^[1] visitors/month
	Elizabethton Star Online  View Release	United States	Newspaper	Media & Information	683 ^[1] visitors/month
	La Familia de Broward Online  View Release	United States	Magazine	Multicultural & Demographic	672 ^[1] visitors/month

	WMPW 105.9 FM [Danville, VA] Online  View Release	United States	Broadcast Media	Media & Information	658 ^[1] visitors/month
	WKSK 101.9 FM [South Boston, VA] Online  View Release	United States	Broadcast Media	Media & Information	599 ^[1] visitors/month
	WWZW-FM Classic story96.7 [Lexington, VA] Online  View Release	United States	Broadcast Media	Media & Information	597 ^[1] visitors/month
	WLUS 98.3 FM [Clarksville, VA] Online  View Release	United States	Broadcast Media	Media & Information	578 ^[1] visitors/month
	KMLK 98.7-FM [El Dorado, AR] Online  View Release	United States	Broadcast Media	Media & Information	543 ^[1] visitors/month
	Alaska Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	531 ^[1] visitors/month
	Bluegrass Live Online  View Release	United States	Newspaper	Media & Information	518 ^[1] visitors/month
	Cori's Cozy Corner Online  View Release	United States	Blog-Parental Influencers	Retail & Consumer	515 ^[1] visitors/month
	Cori's Cozy Corner Online  View Release	United States	Blog-Parental Influencers	Retail & Consumer	515 ^[1] visitors/month
	WCNN 680 AM / 93.7 FM [Atlanta, GA] Online  View Release	United States	Broadcast Media	Media & Information	494 ^[1] visitors/month
	Journal News Today Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	488 ^[1] visitors/month
	Forefront Media News Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	488 ^[1] visitors/month
	Univision Kansas City Online  View Release	United States	Broadcast Media	Multicultural & Demographic	450 ^[1] visitors/month
	NewsNet Northeast Online  View Release	United States	Broadcast Media	Media & Information	431 ^[1] visitors/month
	Southwest Daily News Online  View Release	United States	Newspaper	Media & Information	428 ^[1] visitors/month

	Southwest Daily News Online  View Release	United States	Newspaper	Media & Information	428 ^[1] visitors/month
	The Oxford Eagle Online  View Release	United States	Newspaper	Media & Information	423 ^[1] visitors/month
	The Oxford Eagle Online  View Release	United States	Newspaper	Media & Information	423 ^[1] visitors/month
	WFOM 106.3 FM / 1230 AM [Atlanta, GA] Online  View Release	United States	Broadcast Media	Media & Information	419 ^[1] visitors/month
	Oregon Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	415 ^[1] visitors/month
	WHLF 95.3 FM [South Boston, VA] Online  View Release	United States	Broadcast Media	Media & Information	411 ^[1] visitors/month
	The Panolian Online  View Release	United States	Newspaper	Media & Information	410 ^[1] visitors/month
	The Panolian Online  View Release	United States	Newspaper	Media & Information	410 ^[1] visitors/month
	Southern Sports Today Online  View Release	United States	Broadcast Media	Media & Information	409 ^[1] visitors/month
	California Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	407 ^[1] visitors/month
	World bfn Online  View Release	Global	News & Information Service	Media & Information	401 ^[1] visitors/month
	Mi Ciudad Tampa Bay Online  View Release	United States	Online News Sites & Other Influencers	Multicultural & Demographic	401 ^[1] visitors/month
	NewsNet Michigan Online  View Release	United States	Broadcast Media	Media & Information	392 ^[1] visitors/month
	Alabama Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	388 ^[1] visitors/month
	Orange Leader Online  View Release	United States	Newspaper	Media & Information	387 ^[1] visitors/month

	Orange Leader Online  View Release	United States	Newspaper	Media & Information	387 ^[1] visitors/month
	La Nación Hispana Online  View Release	United States	Newspaper	Multicultural & Demographic	385 ^[1] visitors/month
	Business Class News Online  View Release	United States	Blog	Media & Information	376 ^[1] visitors/month
	WSHV 96.7 FM [South Hill, VA] Online  View Release	United States	Broadcast Media	Media & Information	362 ^[1] visitors/month
	NewsNet Southeast Online  View Release	United States	Broadcast Media	Media & Information	347 ^[1] visitors/month
	Picayune Item Online  View Release	United States	Newspaper	Media & Information	342 ^[1] visitors/month
	Picayune Item Online  View Release	United States	Newspaper	Media & Information	342 ^[1] visitors/month
	American Press Online  View Release	United States	Newspaper	Media & Information	332 ^[1] visitors/month
	American Press Online  View Release	United States	Newspaper	Media & Information	332 ^[1] visitors/month
	Tactics Magazine for Shopping Centers Online  View Release	Canada	Trade Publications	Retail & Consumer	321 ^[1] visitors/month
	Tactics Magazine for Shopping Centers Online  View Release	Canada	Trade Publications	Retail & Consumer	321 ^[1] visitors/month
	Albert Lea Tribune [Albert Lea, MN] Online  View Release	United States	print media	Media & Information	317 ^[1] visitors/month
	Ismael Cala Foundation Online  View Release	United States	Blog	Multicultural & Demographic	312 ^[1] visitors/month
	Daily Leader Online  View Release	United States	Newspaper	Media & Information	309 ^[1] visitors/month
	Daily Leader Online  View Release	United States	Newspaper	Media & Information	309 ^[1] visitors/month

	Arkansas Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	307 ^[1] visitors/month
	LaGrange Daily News Online  View Release	United States	Newspaper	Media & Information	304 ^[1] visitors/month
	LaGrange Daily News Online  View Release	United States	Newspaper	Media & Information	304 ^[1] visitors/month
	Leader Publications Online  View Release	United States	Newspaper	Media & Information	294 ^[1] visitors/month
	Leader Publications Online  View Release	United States	Newspaper	Media & Information	294 ^[1] visitors/month
	Valley Times-News Online  View Release	United States	Newspaper	Media & Information	291 ^[1] visitors/month
	Valley Times-News Online  View Release	United States	Newspaper	Media & Information	291 ^[1] visitors/month
	Energía, Industria, Comercio y Minería Online  View Release	United States	Online News Sites & Other Influencers	Multicultural & Demographic	282 ^[1] visitors/month
	WZZS-FM 106.9 La Número Uno / WTMY-AM 1280 La Número Uno Online  View Release	United States	Broadcast Media	Multicultural & Demographic	280 ^[1] visitors/month
	Prensa Mexicana Online  View Release	United States	Newspaper	Multicultural & Demographic	278 ^[1] visitors/month
	West Virginia Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	277 ^[1] visitors/month
	South Carolina Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	277 ^[1] visitors/month
	Oklahoma Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	277 ^[1] visitors/month
	North Dakota Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	277 ^[1] visitors/month
	New York Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	277 ^[1] visitors/month

	New Jersey Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	277 ^[1] visitors/month
	Mississippi Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	277 ^[1] visitors/month
	Michigan Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	277 ^[1] visitors/month
	Louisiana Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	277 ^[1] visitors/month
	Iowa Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	277 ^[1] visitors/month
	Indiana Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	277 ^[1] visitors/month
	Florida Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	277 ^[1] visitors/month
	Natchez Democrat Online  View Release	United States	Newspaper	Media & Information	267 ^[1] visitors/month
	Natchez Democrat Online  View Release	United States	Newspaper	Media & Information	267 ^[1] visitors/month
	The Andalusia Star-News Online  View Release	United States	Newspaper	Media & Information	267 ^[1] visitors/month
	The Andalusia Star-News Online  View Release	United States	Newspaper	Media & Information	267 ^[1] visitors/month
	NewsNet Midwest Online  View Release	United States	Broadcast Media	Media & Information	265 ^[1] visitors/month
	EstilosBlog Online  View Release	United States	Blog	Multicultural & Demographic	264 ^[1] visitors/month
	The Clanton Advertiser Online  View Release	United States	Newspaper	Media & Information	263 ^[1] visitors/month
	The Clanton Advertiser Online  View Release	United States	Newspaper	Media & Information	263 ^[1] visitors/month

	Ironton Tribune Online  View Release	United States	Newspaper	Media & Information	260 ^[1] visitors/month
	Ironton Tribune Online  View Release	United States	Newspaper	Media & Information	260 ^[1] visitors/month
	Hola Arkansas! Online  View Release	United States	Newspaper	Multicultural & Demographic	253 ^[1] visitors/month
	Montana Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	243 ^[1] visitors/month
	Missouri Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	243 ^[1] visitors/month
	Smithfield Times Online  View Release	United States	Newspaper	Media & Information	242 ^[1] visitors/month
	Smithfield Times Online  View Release	United States	Newspaper	Media & Information	242 ^[1] visitors/month
	Salisbury Post Online  View Release	United States	Newspaper	Media & Information	241 ^[1] visitors/month
	Salisbury Post Online  View Release	United States	Newspaper	Media & Information	241 ^[1] visitors/month
	El Hispano Para Todos Online  View Release	United States	Newspaper	Multicultural & Demographic	236 ^[1] visitors/month
	L'Observateur Online  View Release	United States	Newspaper	Media & Information	236 ^[1] visitors/month
	L'Observateur Online  View Release	United States	Newspaper	Media & Information	236 ^[1] visitors/month
	Hawaii Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	236 ^[1] visitors/month
	Alabama Now Online  View Release	United States	Newspaper	Media & Information	233 ^[1] visitors/month
	Alabama Now Online  View Release	United States	Newspaper	Media & Information	233 ^[1] visitors/month

	Shelby County Reporter Online  View Release	United States	Newspaper	Media & Information	232 ^[1] visitors/month
	Shelby County Reporter Online  View Release	United States	Newspaper	Media & Information	232 ^[1] visitors/month
	Pennsylvania Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	232 ^[1] visitors/month
	Nevada Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	231 ^[1] visitors/month
	Magnolia State Live Online  View Release	United States	Newspaper	Media & Information	226 ^[1] visitors/month
	Magnolia State Live Online  View Release	United States	Newspaper	Media & Information	226 ^[1] visitors/month
	Manhattanweek Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	209 ^[1] visitors/month
	Mystery Shopping Teacher Online  View Release	United States	Blog	Retail & Consumer	208 ^[1] visitors/month
	Connecticut Hispano News Online  View Release	United States	News & Information Service	Multicultural & Demographic	206 ^[1] visitors/month
	Conexion Florida Online  View Release	United States	Online News Sites & Other Influencers	Multicultural & Demographic	202 ^[1] visitors/month
	Kansas Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	198 ^[1] visitors/month
	Port Arthur News Online  View Release	United States	Newspaper	Media & Information	196 ^[1] visitors/month
	Port Arthur News Online  View Release	United States	Newspaper	Media & Information	196 ^[1] visitors/month
	Jessamine Journal Online  View Release	United States	Newspaper	Media & Information	195 ^[1] visitors/month
	Jessamine Journal Online  View Release	United States	Newspaper	Media & Information	195 ^[1] visitors/month

	Georgia Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	195 ^[1] visitors/month
	Georgia Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	195 ^[1] visitors/month
	Arizona Hispano News Online  View Release	United States	News & Information Service	Multicultural & Demographic	192 ^[1] visitors/month
	The Suffolk News-Herald Online  View Release	United States	Newspaper	Media & Information	185 ^[1] visitors/month
	The Suffolk News-Herald Online  View Release	United States	Newspaper	Media & Information	185 ^[1] visitors/month
	Texas Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	180 ^[1] visitors/month
	The Interior Journal Online  View Release	United States	Newspaper	Media & Information	173 ^[1] visitors/month
	The Interior Journal Online  View Release	United States	Newspaper	Media & Information	173 ^[1] visitors/month
	Ohio Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	173 ^[1] visitors/month
	Transporte, Logística & Comercio Internacional Online  View Release	United States	Newspaper	Multicultural & Demographic	167 ^[1] visitors/month
	Washington Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	162 ^[1] visitors/month
	Folsom Local News [Folsom, CA] Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	153 ^[1] visitors/month
	Folsom Local News [Folsom, CA] Online  View Release	United States	Online News Sites & Other Influencers	Media & Information	153 ^[1] visitors/month
	Massachusetts Hispano News Online  View Release	United States	News & Information Service	Multicultural & Demographic	151 ^[1] visitors/month
	The Bogalusa Daily News Online  View Release	United States	Newspaper	Media & Information	148 ^[1] visitors/month

	The Bogalusa Daily News Online  View Release	United States	Newspaper	Media & Information	148 ^[1] visitors/month
	The Farmville Herald Online  View Release	United States	Newspaper	Media & Information	144 ^[1] visitors/month
	The Farmville Herald Online  View Release	United States	Newspaper	Media & Information	144 ^[1] visitors/month
	areaLosAngeles Online  View Release	United States	Online News Sites & Other Influencers	Multicultural & Demographic	144 ^[1] visitors/month
	Sangri Times Online  View Release	India	Online News Sites & Other Influencers	General	139 ^[1] visitors/month
	NewsNet Southwest Online  View Release	United States	Broadcast Media	Media & Information	138 ^[1] visitors/month
	Conexión Hispana Online  View Release	United States	Broadcast Media	Multicultural & Demographic	136 ^[1] visitors/month
	NewsNet West Online  View Release	United States	Broadcast Media	Media & Information	134 ^[1] visitors/month
	The Clemmons Courier Online  View Release	United States	Newspaper	Media & Information	127 ^[1] visitors/month
	The Clemmons Courier Online  View Release	United States	Newspaper	Media & Information	127 ^[1] visitors/month
	Claiborne Progress Online  View Release	United States	Newspaper	Media & Information	127 ^[1] visitors/month
	Claiborne Progress Online  View Release	United States	Newspaper	Media & Information	127 ^[1] visitors/month
	Illinois Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	127 ^[1] visitors/month
	Winchester Sun Online  View Release	United States	Newspaper	Media & Information	125 ^[1] visitors/month
	Winchester Sun Online  View Release	United States	Newspaper	Media & Information	125 ^[1] visitors/month

	The Wetumpka Herald Online  View Release	United States	Newspaper	Media & Information	125 ^[1] visitors/month
	The Wetumpka Herald Online  View Release	United States	Newspaper	Media & Information	125 ^[1] visitors/month
	Utah Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	120 ^[1] visitors/month
	Alexander City Outlook Online  View Release	United States	Newspaper	Media & Information	108 ^[1] visitors/month
	Alexander City Outlook Online  View Release	United States	Newspaper	Media & Information	108 ^[1] visitors/month
	The Brewton Standard Online  View Release	United States	Newspaper	Media & Information	105 ^[1] visitors/month
	The Brewton Standard Online  View Release	United States	Newspaper	Media & Information	105 ^[1] visitors/month
	Delaware Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	105 ^[1] visitors/month
	Colorado Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	101 ^[1] visitors/month
	Washington Daily News Online  View Release	United States	Newspaper	Media & Information	89 ^[1] visitors/month
	Washington Daily News Online  View Release	United States	Newspaper	Media & Information	89 ^[1] visitors/month
	The Selma Times-Journal Online  View Release	United States	Newspaper	Media & Information	61 ^[1] visitors/month
	The Selma Times-Journal Online  View Release	United States	Newspaper	Media & Information	61 ^[1] visitors/month
	Wyoming Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	Not Available
	National NewsNet Online  View Release	United States	Broadcast Media	Media & Information	Not Available

	Coastal Today Magazine Online  View Release	United States	Magazine	Travel & Leisure	Not Available
	Buenos Dias Nebraska Online  View Release	United States	Online News Sites & Other Influencers	Multicultural & Demographic	Not Available
	Virginia Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	Not Available
	Vermont Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	Not Available
	Tennessee Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	Not Available
	SuperLatina TV Online  View Release	United States	Blog	Multicultural & Demographic	Not Available
	South Dakota Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	Not Available
	The Tryon Daily Bulletin Online  View Release	United States	Newspaper	Media & Information	Not Available
	The Troy Messenger Online  View Release	United States	Newspaper	Media & Information	Not Available
	The Tidewater News Online  View Release	United States	Newspaper	Media & Information	Not Available
	The Stanly News & Press Online  View Release	United States	Newspaper	Media & Information	Not Available
	The Post-Searchlight Online  View Release	United States	Newspaper	Media & Information	Not Available
	The Coastland Times Online  View Release	United States	Newspaper	Media & Information	Not Available
	The Charlotte Gazette Online  View Release	United States	Newspaper	Media & Information	Not Available
	The Roanoke-Chowan News Herald Online  View Release	United States	Newspaper	Media & Information	Not Available

	Davie County Enterprise Record Online  View Release	United States	Newspaper	Media & Information	Not Available
	Middlesboro News Online  View Release	United States	Newspaper	Media & Information	Not Available
	Luverne Journal Online  View Release	United States	Newspaper	Media & Information	Not Available
	Lowndes Signal Online  View Release	United States	Newspaper	Media & Information	Not Available
	Kenbridge Victoria Dispatch Online  View Release	United States	Newspaper	Media & Information	Not Available
	Harlan Enterprise Online  View Release	United States	Newspaper	Media & Information	Not Available
	The Greenville Advocate Online  View Release	United States	Newspaper	Media & Information	Not Available
	The Demopolis Times Online  View Release	United States	Newspaper	Media & Information	Not Available
	Cordele Dispatch Online  View Release	United States	Newspaper	Media & Information	Not Available
	Bluegrass Live Online  View Release	United States	Newspaper	Media & Information	Not Available
	Austin Daily Herald Online  View Release	United States	Newspaper	Media & Information	Not Available
	The Atmore Advance Online  View Release	United States	Newspaper	Media & Information	Not Available
	The Advocate-Messenger Online  View Release	United States	Newspaper	Media & Information	Not Available
	Americus Times-Recorder Online  View Release	United States	Newspaper	Media & Information	Not Available

	Rhode Island Hispano News Online  View Release	United States	News & Information Service	Multicultural & Demographic	Not Available
	Grit Daily Online  View Release	United States	Online News Sites & Other Influencers	Financial	Not Available
	North Carolina Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	Not Available
	New Mexico Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	Not Available
	Nebraska Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	Not Available
	Minnesota Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	Not Available
	Maine Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	Not Available
	WDDW 107.7-FM [Alberty, VA] Online  View Release	United States	Broadcast Media	Media & Information	Not Available
	K Pratcher Media Online  View Release	United States	Business/Company Site	General	Not Available
	Kentucky Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	Not Available
	Idaho Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	Not Available
	Grit Daily Online  View Release	United States	Online News Sites & Other Influencers	Financial	Not Available
	Geovanny Vicente Romero Online  View Release	United States	Blog	Multicultural & Demographic	Not Available
	Geovanny Vicente Romero Online  View Release	United States	Blog	Multicultural & Demographic	Not Available

	Wisconsin Latino News Online  View Release	United States	News & Information Service	Multicultural & Demographic	Not Available
	New Hampshire Latino News Online  View Release	United States	Online News Sites & Other Influencers	Multicultural & Demographic	Not Available
	Nancy Clara Online  View Release	United States	Blog	Multicultural & Demographic	Not Available
	Revista MUJERES Internacional Online  View Release	United States	Magazine	Multicultural & Demographic	Not Available
	WZSP-FM 105.3 La Zeta [Nocatee, FL] Online  View Release	United States	Broadcast Media	Multicultural & Demographic	Not Available

*Data sources: [1]  [2] Alexa, [3] siteworthtraffic.com [4] Cision Digital Reach

*The data cited here by SimilarWeb represents site traffic data of worldwide unique visitors on desktop and mobile devices. Data is updated monthly.

Traffic

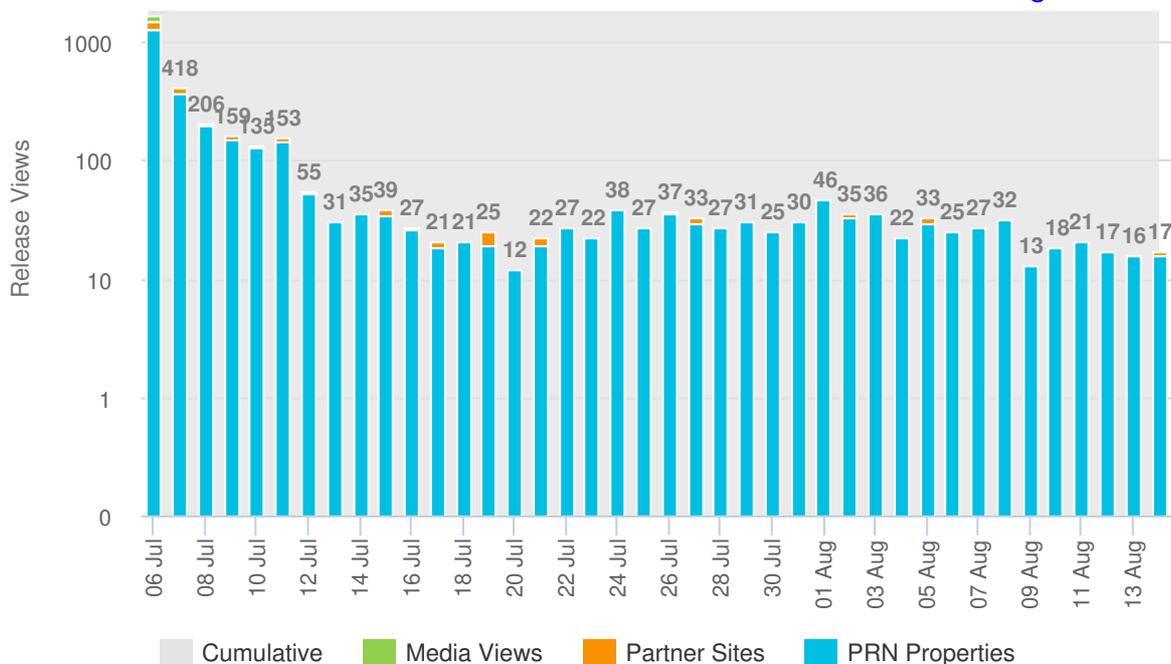
Overview

RELEASE VIEWS & HITS	4.7K	MULTIMEDIA	0
Release Views	4.4K		
Media Views	194		
Public Views	4.2K		
Partner Sites	341		
PR Newswire Properties	3.8K		
Release Web Crawler Hits	360		

Release Views

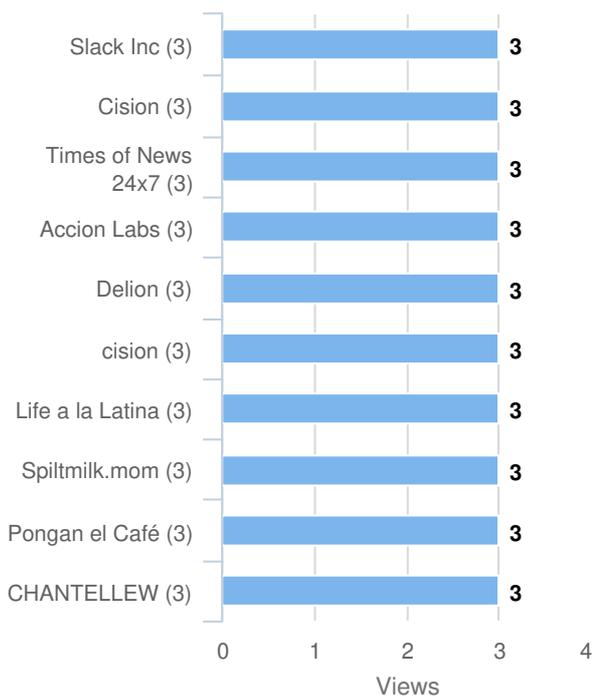
Release Views Over Time





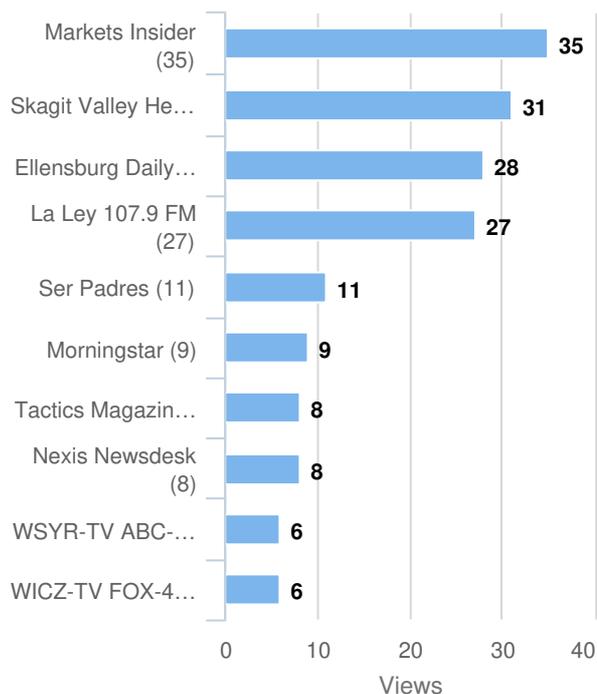
Media Views on PR Newswire for Journalists

Top 10 Outlets



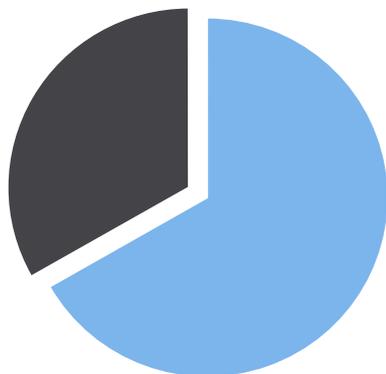
Views on Partner Sites

Top 10 Sites



Traffic to PR Newswire Properties

Type of Views



■ Desktop Views
■ Mobile/Tablet Views

Views

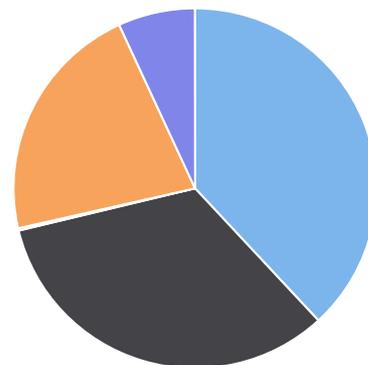
Type	Views
Desktop Views	2,553
Mobile/Tablet Views	1,271
Total Views on PR Newswire Properties	3,824

External Traffic Sources

Understand how viewers found your release.

Source Type	Source	Instances
Direct		1,455
Direct	Direct	1,455
∨ Search Engine (7)		1,264
Total		3,817

Source Type	Source	Instances
Search Engine	Google	1,244
Search Engine	Start Page	6
Search Engine	Yahoo!	4
Search Engine	Info.com	4
Search Engine	Bing	4
Search Engine	Yandex	1
Search Engine	DuckDuckGo	1
∨ Social Media (2)		8
Social Media	Twitter	7
Social Media	Facebook	1
∨ PR Newswire Properties (2)		828
PR Newswire Properties	prnewswire.com	825
PR Newswire Properties	newswire.ca	3
∨ Other Sites (11)		262
Other Sites	hip2save.com	247
Other Sites	prod.uhrs.playmsn.com	4
Other Sites	trello.com	2
Other Sites	webdigital.dmr.st	2
Other Sites	disq.us	1
Other Sites	iqstock.news	1
Other Sites	aibull.io	1
Other Sites	openmultipleurl.com	1
Other Sites	hq.wb.archive.org	1
Other Sites	admin.intelligence.com	1
Other Sites	chinookobserver.com	1
Total		3,817



■ Direct
 ■ Search Engine
 ■ Social Media
 ■ PR Newswire Properties
 ■ Other Sites

Audience

Overview

VIEWS FROM IDENTIFIED AUDIENCES
305

AP & INFLUENCER LIST RECIPIENTS
2.4K

Media Views	194
Organization Views	111

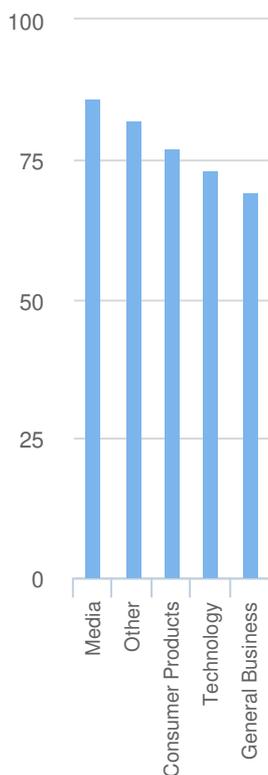
Wire Distribution / AP Outlets	949
Targeted Influencers	1.4K

Audience Summary

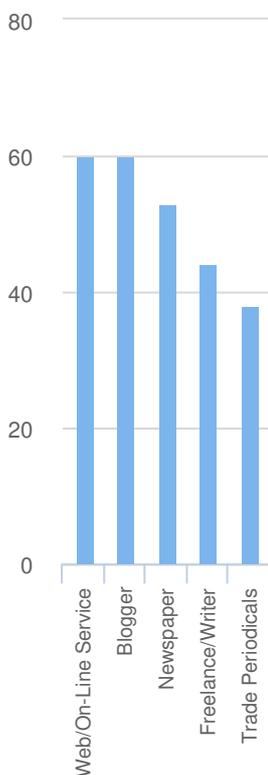
Media Demographics

A break down of the industries covered, the media types and the locations of the journalists & bloggers accessing your releases on PR Newswire for Journalists.

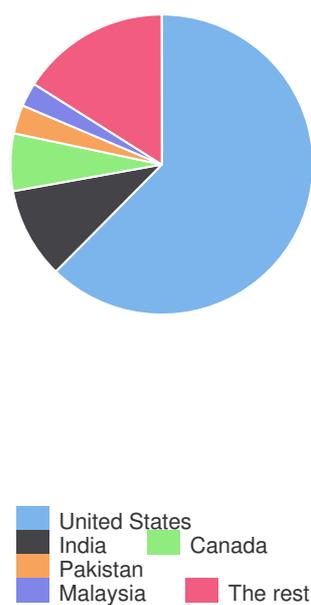
Top Industries



Top Media Types



Top Locations

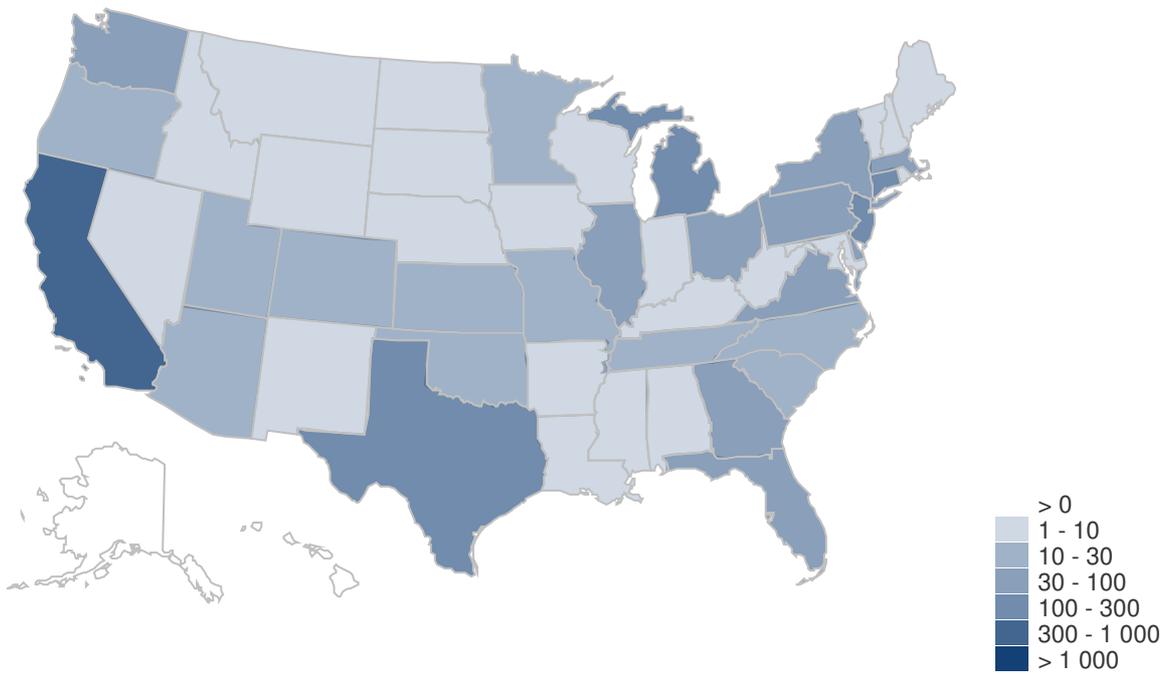
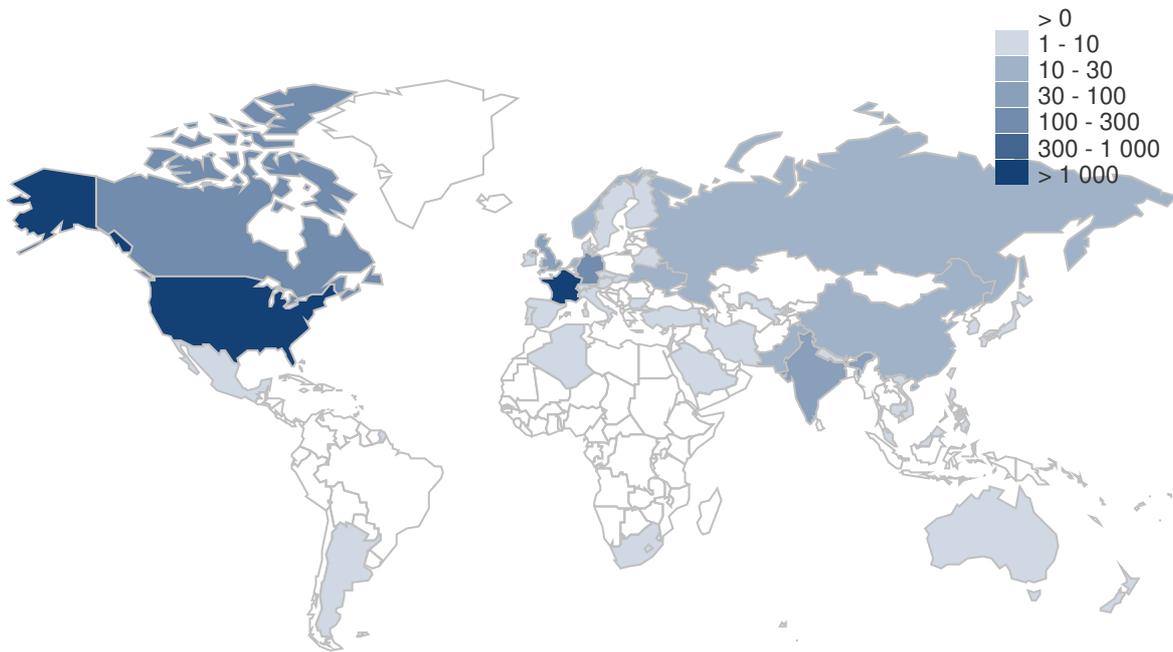


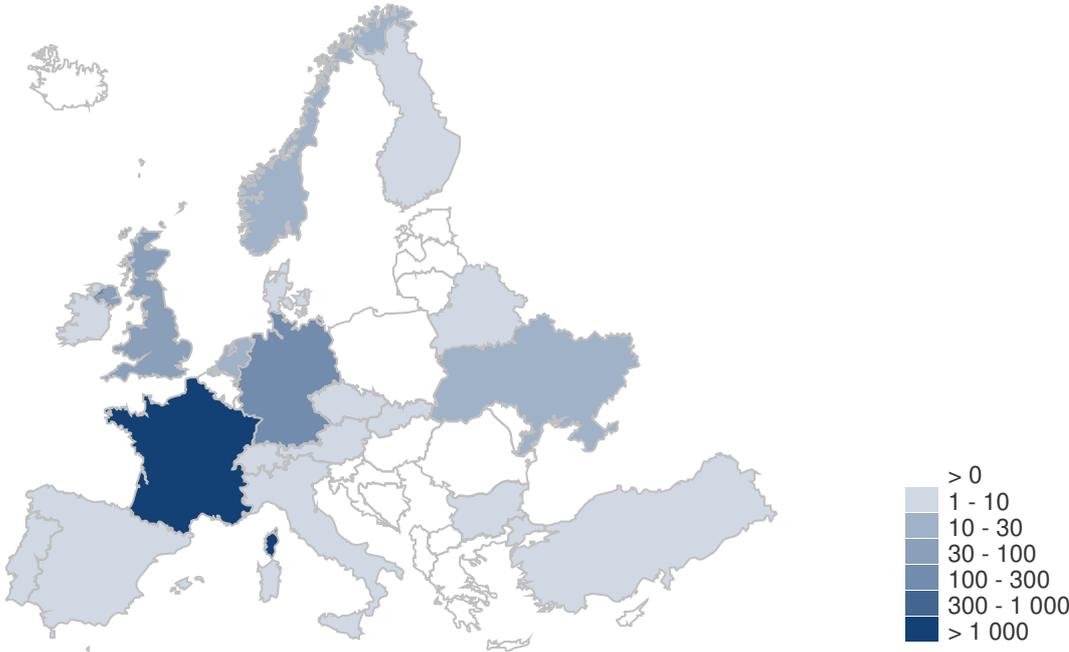
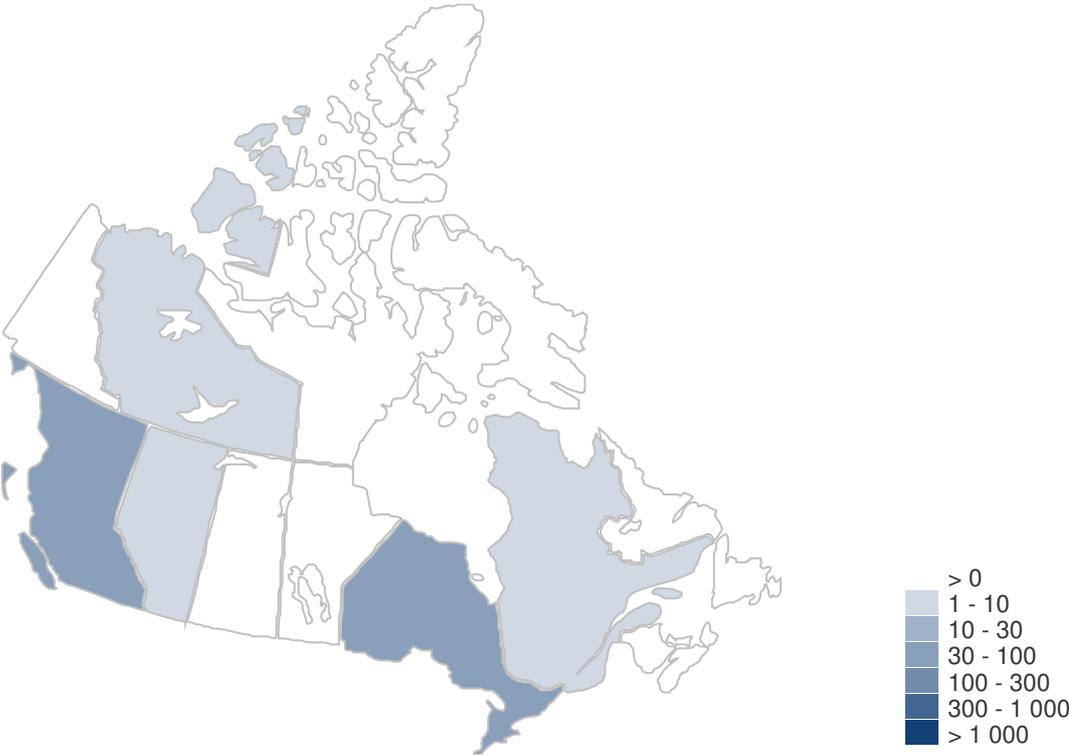
Geo-segmentation

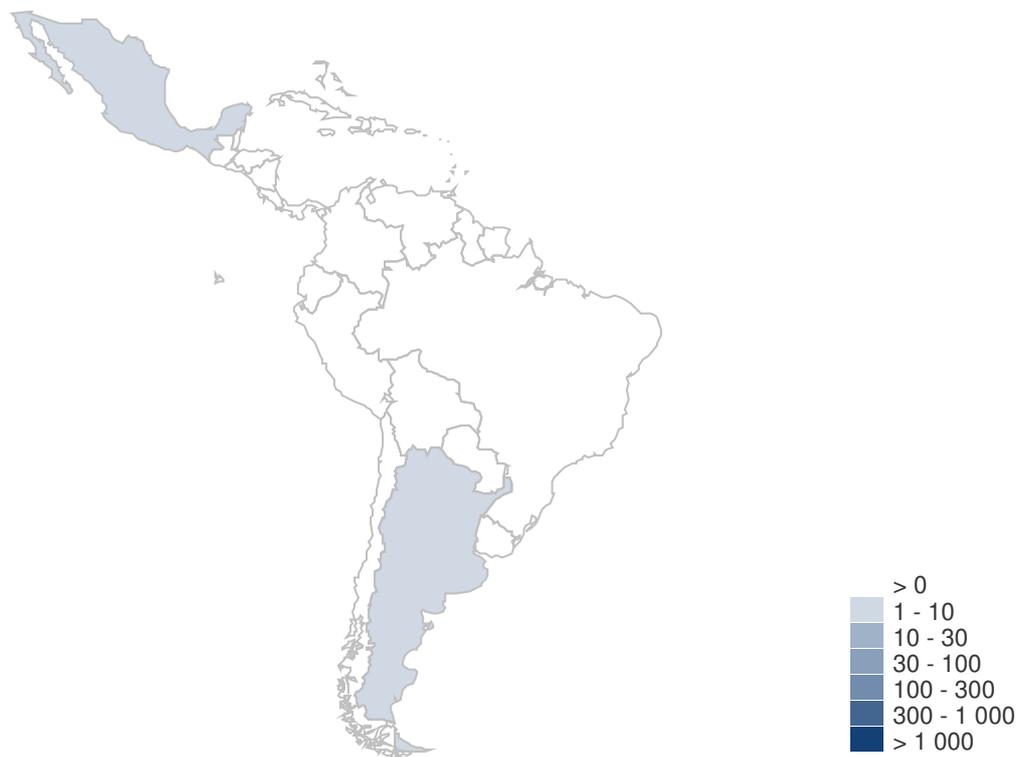
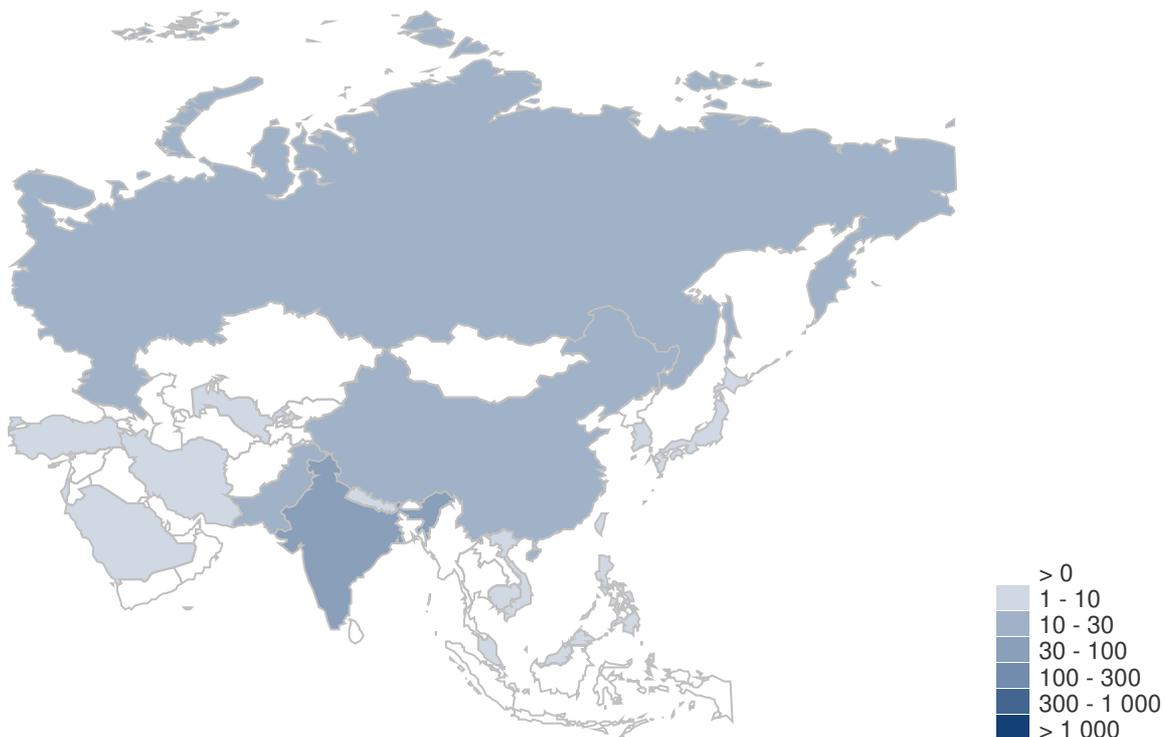
See where views of your release originated. Hover over map to see totals by location.

Select a region:

World View







Audience Details

Media Views

See the details of each media outlet from PR Newswire for Journalists that viewed your release.

Outlet	Industry	Source Type	Location	Views ▼
Slack Inc	Healthcare	Trade Periodicals, Web/On-Line Service	United States	3
Total				194

Cision	Academe, Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Multicultural, Other, Public Issues, Sports, Technology, Transportation, Travel	Blogger, Newspaper, Television	India	3
Times of News 24x7	Healthcare	Blogger, Other, Web/On-Line Service	India	3
Accion Labs	Auto, Entertainment, Environment, Features	Newspaper, Radio	India	3
Delion	Environment, Financial Services, General Business, Other, Technology	Blogger, Newspaper	Canada	3
cision	Auto	Blogger	United States	3
Life a la Latina	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Blogger	United States	3
Spiltmilk.mom	Auto, Broadcast, Entertainment, General Business, Healthcare, Media, Other, Public Issues, Technology, Travel	Blogger, Freelance/Writer, Radio	United States	3
Pongan el Café	Broadcast, Consumer Products, Entertainment, Media, Technology, Travel	Blogger	United States	3
CHANTELLEW	Financial Services, General Business, Public Issues	Blogger	Monaco	3
OncologyTube.com	Media, Other	Web/On-Line Service	United States	3
Freelance	Features	Freelance/Writer	Canada	3
Retail TouchPoints	Consumer Products, General Business, Other	Web/On-Line Service	United States	3
MT Newswires	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Wire Service	Philippines	3
stocksniper	Other	Blogger	United States	3
Soap Opera Network / ErrolLewis.com	Broadcast, Entertainment, Features, Media, Technology, Travel	Blogger, Freelance/Writer, Other, Television	United States	3
Path to Purchase IQ and Retail Leader	Consumer Products, Other	Trade Periodicals	United States	3
Nawae Pakistan	Public Issues	Web/On-Line Service	Pakistan	3
STEWAWEL News & Information	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Radio, Television, Web/On-Line Service, Wire Service	United States	3
Total				194

Legal Support World	Other	Blogger, Freelance/Writer	United States	3
Daily News	Other	Other	South Africa	3
Cision (PR Newswire)	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Blogger, Consumer Periodicals, Freelance/Writer, Newspaper, Other, Radio, Television, Trade Periodicals, Web/On-Line Service, Wire Service	United States	3
Randall-Reilly Publishing Co.	Transportation	Trade Periodicals	United States	3
Okinawa Marine	Broadcast, Environment, Features, Financial Services, Media, Public Issues, Technology, Transportation, Travel	Freelance/Writer, Newspaper, Web/On-Line Service, Wire Service	Japan	3
Houston Chronicle	Features	Newspaper	United States	3
heart & soul	Entertainment, Healthcare, Travel	Consumer Periodicals, Radio, Web/On-Line Service	United States	3
Gaceta UNAM	Environment, Features, Healthcare, Media, Public Issues, Sports, Travel	Newspaper, Web/On-Line Service	Mexico	3
New York 1 News	Other	Television	United States	3
Freelancer	Entertainment, Features, Healthcare	Freelance/Writer, Newspaper	United States	3
PR	Technology	Other	Malaysia	3
News Aktuell	Other	Wire Service	Switzerland	3
HomePage News	Consumer Products, Features	Trade Periodicals	United States	3
Economic Review	Auto, Energy, Features, Financial Services, Media, Public Issues, Sports	Freelance/Writer, Newspaper, Trade Periodicals	Pakistan	3
Lola Digital Media	Auto, Consumer Products, Energy, Environment, Features, Media, Sports, Technology, Travel	Freelance/Writer	United States	2
basil & salt magazine	Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Media, Public Issues, Technology, Travel	Blogger, Freelance/Writer, Other, Radio	United States	2
mmirandalaurenn	Consumer Products, Entertainment, Media, Other	Blogger	United States	2
Record Gazette	Entertainment, General Business, Media, Public Issues	Newspaper	United States	2
WRHU 88.7 FM	Financial Services	Radio	United States	2
Puget Sound Business Journal	General Business	Newspaper, Web/On-Line Service	United States	2
YouSeeNothing	Entertainment, Environment, Financial Services, Healthcare, Media, Public Issues, Technology	Blogger, Web/On-Line Service	United States	2
Total				194

Kingsport Times-New	Other	Newspaper	United States	2
United News of India	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Wire Service	India	2
WSAZ	Financial Services	Television	United States	2
Business Insider	Consumer Products, General Business, Other, Sports	Web/On-Line Service	United States	2
Freelance	Entertainment, Financial Services, General Business, Healthcare, Public Issues, Technology	Freelance/Writer	United States	2
Selfobsessed Inc	Financial Services, General Business, Healthcare, Media, Public Issues	Blogger, Freelance/Writer	India	2
hispanic pr blog	Media	Freelance/Writer	United States	2
Feather River Bulletin	Other	Newspaper	United States	2
C4 Trends	Healthcare, Media, Technology	Trade Periodicals	United States	2
The Shelby Report	Other	Trade Periodicals	United States	2
FootPrint Coalition	Auto, Consumer Products, Energy, Environment, Financial Services, Heavy Industry, Other, Public Issues, Technology, Transportation	Blogger	United States	2
Morning Brew	Consumer Products, General Business	Other	United States	2
Freelancer	Other	Trade Periodicals	United States	2
NewsRise	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Freelance/Writer, Newspaper, Radio, Wire Service	Malaysia	2
Food Dive	Consumer Products	Trade Periodicals	United States	2
KCPQ (Q13)	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Television	United States	2
Winsight	Auto, Consumer Products, Technology	Trade Periodicals	United States	2
Total				194

CanGlobal Media	Auto, Broadcast, Entertainment, Features, General Business, Heavy Industry, Media, Public Issues, Technology, Transportation, Travel	Blogger, Consumer Periodicals, Freelance/Writer, Newspaper, Radio, Television, Web/On-Line Service	Canada	2
TVWNews India	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Newspaper	India	2
Abasto Magazine	Consumer Products	Other	United States	2
Retail Leader	Media	Trade Periodicals	United States	2
Sing Tao Daily Toronto Edition 多伦多星岛	Other	Newspaper	Canada	2
Retailopia	Consumer Products	Blogger	India	2
Rodman Media Corp.	Consumer Products, Media	Trade Periodicals, Web/On-Line Service	United States	2
Retail Gazette	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Blogger, Consumer Periodicals, Freelance/Writer, Newspaper, Other, Radio, Television, Trade Periodicals, Web/On-Line Service, Wire Service	United Kingdom	2
NewsRx	Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel	Web/On-Line Service	United States	2
Viable.Earth	Auto, Consumer Products, Energy, Environment	Web/On-Line Service	Vietnam	2
Yahoo Canada	Auto, Broadcast, Consumer Products, Entertainment, Environment, Features, General Business, Healthcare, Heavy Industry, Media, Public Issues, Technology, Travel	Web/On-Line Service	Canada	2
Sustaina Stocks	Financial Services, General Business	Web/On-Line Service	Denmark	2
about-sale.com	Consumer Products, General Business, Media	Blogger	Slovak	2
Beacon Media	Broadcast, Consumer Products, Entertainment, Environment, Features, General Business, Healthcare, Media, Public Issues, Sports, Technology, Transportation, Travel	Newspaper	United States	2
NBCUniversal	Consumer Products, Media	Television, Web/On-Line Service	United States	2
Bloomberg News	Other	Wire Service	Netherlands	2
ALM	Other	Newspaper	United States	2
The Epoch Times	Media, Public Issues, Technology	Newspaper	United States	2
Total				194

Slice Publications Ltd	Other	Other	New Zealand	2
Mann Publications	Consumer Products, Entertainment, Features, General Business, Media, Other, Public Issues, Technology, Travel	Blogger, Freelance/Writer, Newspaper, Other, Trade Periodicals, Web/On-Line Service	United States	2
Formula4Media/Sports Insight Extra/Footwear Insight	Consumer Products, General Business, Media, Sports, Technology	Blogger, Freelance/Writer, Other, Trade Periodicals, Web/On-Line Service	United States	2
CNN	Consumer Products, Environment, General Business	Web/On-Line Service	United States	2
KrazzyMag	Auto, Entertainment, Financial Services, Healthcare, Media, Sports, Technology, Travel	Blogger, Other, Web/On-Line Service	India	2
CLARA	Other	Consumer Periodicals	Spain	1
Total				194

Organization Views

See which organizations have viewed your releases

Organization	Headquarters	Visitor Location	Parent Organization	Industry	Views
Breezeline	Batterymarch Park Suite 200 , United States	UNITED STATES			7
EVO North	Pakistan	PAKISTAN			5
Akamai Technologies, Inc.	145 Broadway , United States	UNITED STATES		Software & Internet	4
SETON LAKE INDIAN BAND	3777 Kingsway , Canada	CANADA			3
First American Title	1 FIRST AMERICAN WAY 1st fl, Data Center , United States	UNITED STATES	First American Title Insurance Company	Insurance	2
CFR RINKENS LLC - PARAMOUNT - DATA	15501 TEXACO AVE , United States	UNITED STATES			2
SpaceX Services, Inc.	1 Rocket Rd , United States	UNITED STATES		Manufacturing	2
Conroe Independent School District	3205 West Davis , United States	UNITED STATES	The Woodlands High School	Education	2
Williams-Sonoma	3250 Van Ness Ave , United States	UNITED STATES	Williams-Sonoma Inc		2
SWINERTON INCORPORATED	16798 WEST BERNARDO DR , United States	UNITED STATES			2
SOUTH BROWARD HOSPITAL DIST	851 S DOUGLAS RD , United States	UNITED STATES			2
West Corporation	11808 Miracle Hills Dr. , United States	UNITED STATES	West Corporation	Software & Internet	1
Avago Technologies U.S. Inc.	1320 Ridder Park Drive , United States	UNITED STATES			1
California Department of Justice	4949 Broadway , United States	UNITED STATES	Calif. , company	Government	1
Total					111

Baycare Health System	16255 Bay Vista Drive , United States	UNITED STATES	BayCare Health System	Healthcare, Pharmaceuticals, & Biotech	1
Department of Veterans Affairs	810 Vermont Ave., NW , United States	UNITED STATES	Department of Veterans Affairs	Government	1
US Dept of Justice	P.O. Box 59110 , United States	UNITED STATES	Department of Justice	Government	1
City of Albuquerque	One Civic Plaza, NW Room 2061 Information Systems Division , United States	UNITED STATES	Albuquerque City Attorney	Law Firms & Legal Services	1
Limra International	300 Day Hill Rd. , United States	UNITED STATES	LIMRA International Inc	Non-Profit	1
CLARKSVILLE DEPARTMENT OF ELECTRICITY	2021 Wilma Rudolph Blvd. , United States	UNITED STATES	Clarksville Department of Electricity	Energy & Utilities	1
Pink Connect Ltd	Connect House CV36 4AW , United Kingdom		Pink Connect Ltd	Telecommunications	1
SpaceX Canada Corp.	P.O. Box 997 , Canada	UNITED STATES			1
INOC LLC	4 Tower Place 2nd Floor , United States	UNITED STATES	INOC LLC	Media & Entertainment	1
GCW CONSULTING LLC	935 ROYAL AVE , United States	UNITED STATES	GCW Consulting LLC	Business Services	1
Checksmart Financial Company	6785 Bobcat Way 200 , United States	UNITED STATES			1
MCNC	PO Box 12889 , United States	UNITED STATES	MCNC	Software & Internet	1
Clinical Laboratories	901 Keystone Industrial Park , United States	UNITED STATES			1
University of Miami	5200 Brunson Drive , United States	UNITED STATES	University of Miami	Education	1
St. Alexius Hospital	3933 South Broadway , United States	UNITED STATES	St. Alexius Hospital	Healthcare, Pharmaceuticals, & Biotech	1
State of Louisiana Office of Technology Services	1800 N 3rd Street , United States	UNITED STATES			1
Temple University	3rd floor Telecommunications 1101 W Montgomery Avenue , United States	UNITED STATES	Temple University	Education	1
East Arkansas Video, Inc.	521 N. Washington Street , United States	UNITED STATES	East Arkansas Cable TV	Telecommunications	1
JKM Infotech	India	INDIA		Business Services	1
Davidson College	P O Box 7164 , United States	UNITED STATES	Davidson College	Education	1
Wilkes County Association of REALTORS Inc	1400 River Street , United States	UNITED STATES	Wilkes County Association of REALTORS Inc	Non-Profit	1
City of Morganton	CoMPAS Suite A100 , United States	UNITED STATES	City of Morganton	Government	1
NET GATE COMUNICATII SRL	Valea Ialomitei nr.1A,Bucuresti,Romania , United States	ROMANIA			1
CKY Hopkinsville Electric	1820 East Ninth Street , United States	UNITED STATES	EnergyNet	Telecommunications	1
ALHS	331 3rd St SW , United States	UNITED STATES			1
Total					111

T.K Bytech LTD	1hs April 22, APRILIANA COURT, Flat 203 6035 , Turkey	RUSSIAN FEDERATION			1
Oakland Community College	2480 Opdyke Road , United States	UNITED STATES	Oakland Community College	Education	1
DOCTOR C ESTEP	3737 W BETHEL AVE , United States	UNITED STATES			1
White Cloud Technologies LLC	663 Main Ave. East , United States	UNITED STATES		Wholesale & Distribution	1
Fresenius Medical Care NA	1 Summer St , United States	UNITED STATES	Fresenius Medical Care AG	Manufacturing	1
University of Central Florida	CS Building 54, Room 301 4000 Central Florida Blvd. , United States	UNITED STATES	University of Central Florida	Education	1
Regus Management Group, LLC	15305 Dallas Pkwy , United States	UNITED STATES			1
New Mexico State University	Box 30001 MSC 3AT , United States	UNITED STATES	New Mexico State University	Education	1
1st tennessee light artillery regiment company	67 Elkview Drive , United States	UNITED STATES	1st tennessee light artillery regiment company	Retail	1
Dechert LLP	2929 Arch Street Ste 412 , United States	UNITED STATES	Dechert LLP	Law Firms & Legal Services	1
FAMILY HEALTH CENTERS	2215 PORTLAND AVE , United States	UNITED STATES			1
SOJOURNER RECOVERY SVC	1020 SYMMES RD , United States	UNITED STATES			1
University of Maine System	c/o ITS Computing Center 5752 Neville Hall , United States	UNITED STATES			1
AVITA HEALTH SYSTEM	715 RICHLAND MALL , United States	UNITED STATES			1
Panq B.V.	Luchthavenweg 81.221 5657EA , Netherlands	CHINA			1
Blue Ridge Mountain Electric Membership Corporation - BRM EMC	PO Box 9 1360 Main Street , United States	UNITED STATES	Blue Ridge Mountain EMC	Energy & Utilities	1
University of Kansas Medical Center	University of Kansas Medical Center 3901 Rainbow Blvd , United States	UNITED STATES	University of Kansas	Education	1
TIM KIRBY DBA IKON STEEL	3515 S WINCHESTER RD , United States	UNITED STATES			1
City of Brentwood	5211 Maryland Way , United States	UNITED STATES	Brentwood TN	Government	1
The Light Plant Commission of the City of Paragould	1901 Jones Rd. , United States	UNITED STATES	Paragould.net		1
Static IP Services	111 New South Rd , United States	UNITED STATES			1
A. Duda & Sons, Inc.	1200 Duda Trail , United States	UNITED STATES			1
Rosenberg Martin Greenberg	25 S Charles St , United States	UNITED STATES	Rosenberg Martin Greenberg LLP	Law Firms & Legal Services	1
State of South Carolina	4430 Broad River Road , United States	UNITED STATES	DHEC	Government	1
CITY OF FORREST CITY	225 N WASHINGTON , United States	UNITED STATES			1
Total					111

University of Rochester	University IT 44 Celebration Drive, Suite 3.100 , United States	UNITED STATES	University of Rochester	Education	1
Nevada System of Higher Education	System Computing Services / MS 0270 1664 N. Virginia St., BLDG 133 , United States	UNITED STATES	University of Nevada School of Medicine	Education	1
City of Hudson, Ohio	1140 Terex Rd , United States	UNITED STATES	City of Hudson, Ohio	Government	1
Wellstar Health System	805 Sandy Plains Road , United States	UNITED STATES	WellStar Health System Inc	Healthcare, Pharmaceuticals, & Biotech	1
ZIVLINAALRA01 CG-NAT	5150 W. Old 106th St , United States	GERMANY			1
PIVOT	PO BOX 289 , United States	UNITED STATES	Pivot Point Inc		1
University of Washington	4545 15th Ave NE , United States	UNITED STATES	University of Washington	Education	1
Armstrong Atlantic State University	11935 Abercorn Street , United States	UNITED STATES	Armstrong Atlantic State University	Education	1
Mills College	5000 MacArthur Blvd , United States	UNITED STATES	Mills College	Education	1
BANNER HEALTH	2929 N Central Avenue , United States	UNITED STATES	Banner Health	Healthcare, Pharmaceuticals, & Biotech	1
Independent Inc	1801 Lawrence Dr , United States	UNITED STATES			1
Cleveland Clinic Foundation	17325 Euclid Avenue , United States	UNITED STATES	Cleveland Clinic Foundation	Non-Profit	1
USAA	9800 Fredericksburg Rd. , United States	UNITED STATES	USAA	Insurance	1
HUAWEI INTERNATIONAL PTE. LTD.	15A Changi Business Park Central 1 Eightrium # 03-03/04 , Singapore	CHINA			1
Kobb Technology Llp	India				1
MONTES DE AREIA LLC	922 W CRAZY HORSE RD , United States	UNITED STATES			1
Krugliak, Wilkins, Griffiths & Dougherty Co., LPA	4775 Munson St. NW , United States	UNITED STATES	Krugliak Wilkins Griffiths & Dougherty Co	Law Firms & Legal Services	1
WUXI APPTec INC	2540 EXECUTIVE DR , United States	UNITED STATES			1
Blue Cross & Blue Shield of Minnesota	P.O. Box 64560 , United States	UNITED STATES	Blue Cross and Blue Shield of Minnesota	Insurance	1
Mountain Village Town Of	455 Mountain Village BV. St A , United States	UNITED STATES			1
WMTel	PO Box 155 , United States	UNITED STATES			1
THE CARLYLE	923 W BATTLEFIELD ST , United States	UNITED STATES			1
Maxihost LLC	616 Corporate Way Suite 2-3521 , United States	UNITED STATES			1
AB DATA LTD	5301 N IRONWOOD RD , United States	UNITED STATES	AB Data Ltd	Business Services	1
Pipex - Tiscali Migration Space	United Kingdom	UNITED KINGDOM			1
Total					111

Targeted Audience

The lists below represent categories of targeted audiences you selected for your release.

Cision Influencer Lists

Human Interest (English) (144 organizations, 193 recipients)

Organization	Number of recipients
Freelancer	12
Fusion	8
El Observador	5
NBC News Latino	5
The Associated Press	4
Dos Mundos	3
LATINA Style	3
PlanetM	3
Al día en América	2
¡Que Onda! Magazine	2

Human Interest (Spanish) (651 organizations, 1,501 recipients)

Organization	Number of recipients
Freelancer	100
Univisión Network	63
Univisión 34 Los Ángeles	24
Telemundo 51	23
CNN en Español	19
KRCA Ch. 62 Estrella TV	18
Telemundo 47	16
Telemundo 52	16
Univisión 23 Dallas	16
Telemundo Network	15

Associated Press Outlets

Every PR Newswire U.S. wire newswire includes targeted distribution to the Associated Press, an essential global news network that delivers content to an extensive set of media platforms and formats. The list below represents the outlets you reach via this partnership.

Outlet Name	City	State	Newsline	Type	Audience
C-SPAN	Washington	DC	US1	Television	86,200,000 Subscribers
Scribd, Inc.	San Francisco	CA	US1	Aggregator	43,531,670 Visitors per Month
FoxNews.com	New York	NY	US1	Online	32,516,438 Visitors per Month
CBS News Radio	New York	NY	US1	Radio	30,000,000 Broadcast Audience
New York Times Digital	New York	NY	US1	Newspaper	29,886,442 Visitors per Month
Apple Inc.	Cupertino	CA	US1	Organization/Company	29,709,459 Visitors per Month
CNBC.com	Englewood Cliffs	NJ	US1	Online	26,089,260 Visitors per Month
CBSnews.com	New York	NY	US1	Online	26,080,671 Visitors per Month
abcnews.com	New York	NY	US1	Online	24,167,779 Visitors per Month
U.S. News & World Report	Washington	DC	US1	Magazine	23,945,529 Visitors per Month

Engagement

Overview

TOTAL ENGAGEMENT ACTIONS

1.8K

Click-throughs

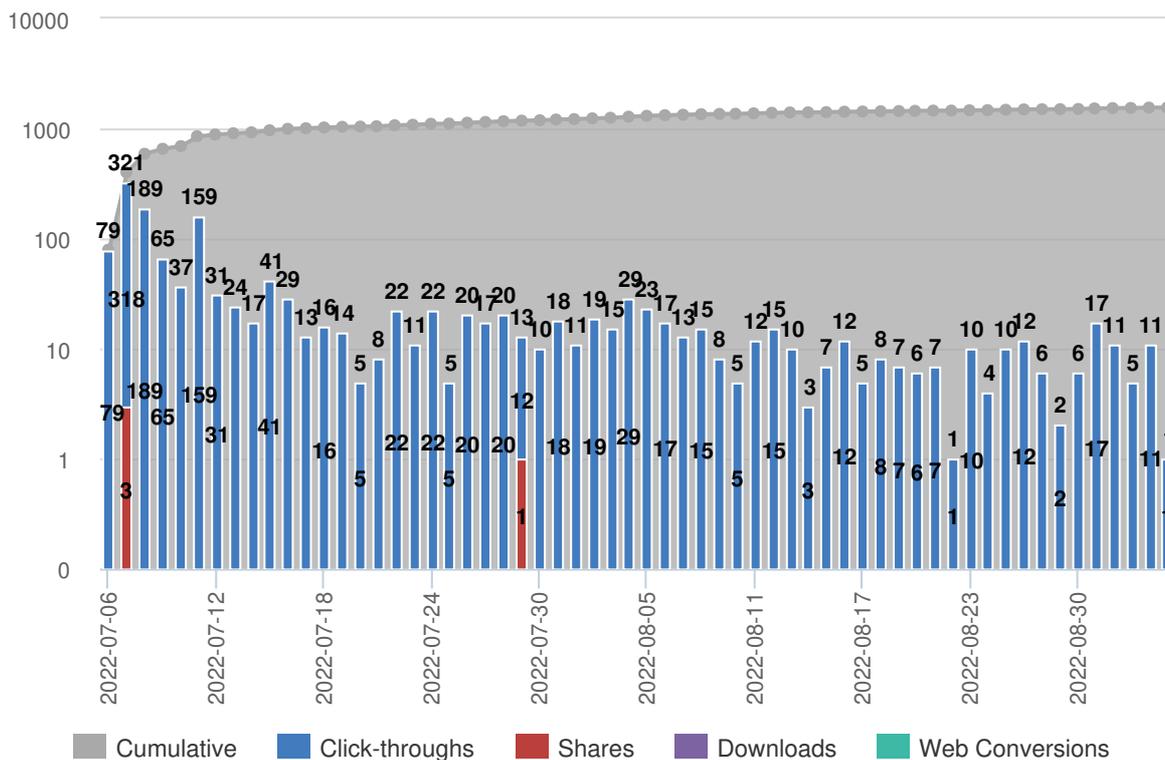
1.8K

Shares

4

Engagement Timeline

See when your audience engaged with your release.



Engagement Details

A break down of click-throughs, shares and other engagement actions.

Click-throughs

The number of times your releases sent visitors to the pages you linked to.

URL	Click-throughs
Total	1,754

URL	Click-throughs
https://www.weedkilleradsettlement.com/?utm_source=PRN	807
https://www.weedkilleradsettlement.com/?utm_source=PRN&utm_medium=Whos_Included&utm_campaign=Gilmore	422
https://www.weedkilleradsettlement.com/?utm_source=PRN&utm_medium=Make_A_Claim&utm_campaign=Gilmore	249
https://www.weedkilleradsettlement.com/?utm_source=PRN&utm_medium=Stlmt_Provide&utm_campaign=Gilmore	121
https://www.weedkilleradsettlement.com/?utm_source=PRN&utm_medium=Other_Options&utm_campaign=Gilmore	111
https://www.weedkilleradsettlement.com/?utm_source=PRN_Spa&utm_medium=Whos_Included&utm_campaign=Gilmore	9
https://www.weedkilleradsettlement.com/?utm_source=PRN_Spa&utm_medium=Make_A_Claim&utm_campaign=Gilmore	7
https://www.weedkilleradsettlement.com/?utm_source=PRN_Spa&utm_medium=Other_Options&utm_campaign=Gilmore	7
https://www.weedkilleradsettlement.com/?utm_source=PRN_Spa&utm_medium=Stlmt_Provide&utm_campaign=Gilmore	7
https://ecf.cand.uscourts.gov	6
https://ecf.cand.uscourts.gov/	4
https://www.weedkilleradsettlement.com/?utm_source=PRN_Spa	2
https://www.cision.com/legal/cookie-policy/	1
https://www.cision.com/us/blog/	1
Total	1,754

Shares

A break down of the types of sharing your releases generated.

Type of share	Shares
Webmail	3
LinkedIn	1
Total Shares	4



assurance - consulting - tax - technology

pncpa.com

Exhibit I: Long Form Notice and Claim Form



NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

Gilmore et al. v. Monsanto Company, et al.
No. 3:21-cv-8159 (N.D. Cal.)

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

You may be a Class Member entitled to a cash payment under a Settlement relating to false advertising and breach of warranty claims if you purchased certain **Roundup®**, **HDX®**, or **Ace®** brand glyphosate-based weed-killer products (the “Products”).

CLASS MEMBERS WILL RETAIN THEIR RIGHT TO SUE IF THEY CURRENTLY HAVE, OR LATER DEVELOP, CANCER OR ANY OTHER ILLNESS OR INJURY FROM EXPOSURE TO THE PRODUCTS

The Products at issue in the Settlement include:

Roundup® Ready-to-Use Weed & Grass Killer	Roundup® Ready-to-Use Max Control 365
Roundup® Ready-to-Use Weed & Grass Killer Plus	Roundup® Concentrate Max Control 365
Roundup® Weed & Grass Killer Concentrate Plus	Roundup® Weed & Grass Killer Sure Shot Foam
Roundup® Weed & Grass Killer Super Concentrate	Roundup® Precision Gel Weed & Grass Killer
Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer	Roundup® Pro Concentrate (2.5 Gal.)
Roundup® Ready-to-Use Wild Blackberry Plus Vine and Brush Killer	HDX® Weed & Grass Killer Ready-to-Use
Roundup® Concentrate Poison Ivy Plus Tough Brush Killer	HDX® Weed & Grass Killer Concentrate
Roundup® Concentrate Wild Blackberry Plus Vine and Brush Killer	Ace® Ready-to-Use Weed & Grass Killer
Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer	Ace® Weed & Grass Killer Concentrate
Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer	

Examples of Covered Products:



THIS NOTICE CONCERNS YOUR LEGAL RIGHTS
PLEASE READ IT CAREFULLY

WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

The proposed Class Action Settlement Agreement (“Settlement” or “Agreement”) will provide the Class with monetary relief in an amount not less than **\$23 million** (the “Floor Amount”) and not greater than **\$45 million** (the “Ceiling Amount”) to pay all aspects of the Settlement, including, but not limited to, all costs of Class Notice, Claims Administration Expenses, Class Member Claims, Class Representative service awards, Class Counsel’s Expenses, and Class Counsel’s Fees.

This is not a personal-injury settlement and does not provide relief for personal injury or sickness. **CLASS MEMBERS WILL RETAIN THEIR RIGHT TO SUE IF THEY CURRENTLY HAVE, OR LATER DEVELOP, CANCER OR ANY OTHER ILLNESS OR INJURY FROM EXPOSURE TO THE PRODUCTS.**

Class Members will be able to make claims for payments for the Roundup®, HDX®, and Ace® Products listed below, equivalent to approximately 20% of their weighted average retail price during the relevant class period. Payments per unit range from \$0.50 to \$33.00, depending on the price of the product(s) purchased, for between 2 and 11 units without proof of purchase, depending on the state of purchase. The amount available for each Product is shown in **Appendix 1**. With the exception of the three largest concentrated Products, claims can be made without proof of purchase, but such claims are limited to 1 unit per year within the Class Period. For example, if a Claimant purchased a 1.33 gal. container of Roundup® Ready to Use Max Control 365 in California at least once a year since 2015, the refund amount could be \$56.00 without proof of purchase.

An unlimited number of bottles of the Products can be claimed if the Class Member provides valid proof of purchase for each Product purchased. Claimants may be contacted and required to also provide a declaration signed under penalty of perjury that provides additional information to confirm that the proof of purchase is genuine and sufficient.

If total claims submitted by Authorized Claimants exceed the Ceiling Amount after all other expenses are deducted, the amount refunded to Authorized Claimants will be reduced *pro rata*. On the other hand, if total claims submitted are below the Floor Amount after all other expenses are deducted, the amount refunded to Authorized Claimants will be increased *pro rata*.

If uncashed checks cause the total amount paid by Monsanto to fall below the Floor Amount, that amount will be distributed *pro rata* to Class Members if a further distribution is economically feasible. Otherwise, that amount will be donated to the National Consumer Law Center.

WHY IS THERE A NOTICE?

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

The court in charge of this case is the United States District Court for the Northern District of California (the “Court”), and the case is called *Scott Gilmore et al. v. Monsanto Company, et al.*, No. 3:21-cv-8159 (N.D. Cal.). The case is assigned to District Judge Vince Chhabria. The individuals who sued are called the Class Representatives, and the company they sued, Monsanto Company (“Monsanto”), is called the Defendant.

If you are a Class Member, unless you exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant, any Retailers of the Products, or any other Released Persons, about the claims released in this Settlement. That also means that all decisions by the Court will bind you. The Released Claims and Released Persons are defined in the Settlement Agreement and describe the legal claims that you give up (or “release”) if you stay in the Settlement. The Released Claims relate to the same facts, products, and issues raised in the lawsuit (also referred to as claims arising from an “identical factual predicate”). The Released Claims DO NOT include claims that you developed cancer, or any other personal injury, as a result of exposure to the Products. A detailed description of the Released Claims is included in **Appendix 2**. The Settlement Agreement is available on the Settlement Website, www.WeedKillerAdSettlement.com.

WHAT IS THE LAWSUIT ABOUT?

The lawsuit seeks to obtain compensation for alleged false advertising and breach of warranty. Plaintiffs argue that Defendant falsely advertised and promoted the Products by failing to disclose that the Products, and their active ingredient, glyphosate, could potentially cause cancer or other adverse health effects. If you purchased any of the Products during the Class Period for purposes other than resale or distribution, you are in the Class.

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

This case is not a personal-injury case. Plaintiffs do not allege that they were injured or became ill from exposure to the Products. You need not have suffered personal injury to be a member of the Class or to file a claim. And the Settlement does not release any claims you may have against Monsanto or anyone else that you developed cancer, or any other personal injury, as a result of exposure to the Products.

WHY IS THIS A CLASS ACTION?

In a class action, one or more people called “class representatives” or “plaintiffs” (in this case, Scott Gilmore, James Weeks, Paul Taylor, Sherry Hanna, Amanda Boyette, Julio Ezcurra, Anthony Jewell, and Kristy Williams), sue on behalf of people who have similar claims and so are all part of a “class” and called “class members.” Bringing a case, such as this one, as a class action allows the adjudication of many similar claims of consumers that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the class.

WHY IS THERE A SETTLEMENT?

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

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

The terms of the proposed Settlement are set forth in more detail in the Agreement filed with the Court, which is also available on the Settlement Website, at www.WeedKillerAdSettlement.com.

THE CLASS

The Court has certified a Settlement Class defined as:

All Persons in the United States, who, during the Class Period, purchased Products (as defined below) in the United States other than for resale or distribution.

The "Products" are defined as:

- Roundup® Ready-to-Use Weed & Grass Killer (all sizes, applicators, and varieties)
- Roundup® Ready-to-Use Weed & Grass Killer Plus (all sizes, applicators, and varieties)
- Roundup® Weed & Grass Killer Concentrate Plus (all sizes and varieties)
- Roundup® Weed & Grass Killer Super Concentrate (all sizes and varieties)
- Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer (all sizes and varieties)
- Roundup® Ready-to-Use Wild Blackberry Plus Vine and Brush Killer (all sizes and varieties)
- Roundup® Concentrate Poison Ivy Plus Tough Brush Killer (all sizes and varieties)
- Roundup® Concentrate Wild Blackberry Plus Vine and Brush Killer (all sizes and varieties)
- Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer (all sizes and varieties)
- Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer (all sizes and varieties)
- Roundup® Ready-to-Use Max Control 365 (all sizes and varieties)
- Roundup® Concentrate Max Control 365 (all sizes and varieties)
- Roundup® Weed & Grass Killer Sure Shot Foam (all sizes and varieties)
- Roundup® Precision Gel Weed & Grass Killer (all sizes and varieties)
- Roundup® Pro Concentrate (2.5 gal.)
- HDX® Weed & Grass Killer Ready-to-Use (all sizes and varieties)

- HDX® Weed & Grass Killer Concentrate (all sizes and varieties)
- Ace® Ready-to-Use Weed & Grass Killer (all sizes and varieties)
- Ace® Weed & Grass Killer Concentrate (all sizes and varieties)

The “Class Period” depends on the state where each Class Member made his or her purchases. **A list of the applicable Class Periods for each State is located on the Settlement Website at www.WeedKillerAdSettlement.com and also attached to this Notice as Appendix 3. You should check it carefully to ensure your purchase was made within the applicable Class Period for your state.**

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

HOW DO I KNOW IF I AM A CLASS MEMBER?

You are a member of the Class if you:

- *Purchased a Roundup®, Ace®, or HDX® Product included in the Class definition above,*
- *During the Class Period applicable to your state (see Appendix 3 to this Notice), and*
- *For purposes other than distribution or resale.*

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, you should visit the Settlement Website, www.WeedKillerAdSettlement.com, or call the Claims Administrator toll-free at 1-833-749-1489.

WILL THE SETTLEMENT AFFECT MY RIGHT TO SUE IF I CLAIM THAT I HAVE OR LATER DEVELOP CANCER OR ANY OTHER ILLNESS OR INJURY FROM EXPOSURE TO THE PRODUCTS?

No. You can participate in the settlement without releasing any claims you may have against Monsanto or anyone else that you developed cancer, or any other personal injury, as a result of exposure to the Products. This case is not a personal-injury case. Plaintiffs do not allege that they were injured or became ill from exposure to the Products. You need not have suffered personal injury to be a member of the Class or to participate in the settlement.

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

Summary of Your Legal Rights & Options		Deadline
Submit a Claim Form	This is the only way to get a cash payment. Claim Forms must be submitted online or mailed to the Claims Administrator by the Claims Deadline.	October 19, 2022
Ask To Be Excluded (i.e., “Opt Out”)	Get out of this settlement. Get no benefits from it. Keep your rights. If you ask to be excluded (i.e., “opt out”), you will not be bound by this Settlement and will keep any right you might have to sue Monsanto separately or participate in another lawsuit about the same legal claims in this lawsuit. If there is a recovery from the proposed Settlement, you will not share in that recovery. For instructions on how to exclude yourself, see page 7.	October 19, 2022
Object	Tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate. You may file a written objection and/or appear at the Final Approval Hearing to tell the Court why you believe the proposed Settlement is unfair, unreasonable, or inadequate. You may still file a claim even if you object. If you ask to be excluded from the Class (i.e., “opt out”), you may not file an objection or a claim. For instructions on how to object, see page 8.	December 5, 2022
Do Nothing	Stay in this lawsuit. Await the outcome. Give up certain rights. By doing nothing, you will get no cash payment, but if the Settlement is approved, you will be giving up any right you may have to sue Monsanto separately about the same legal claims in this lawsuit.	No Deadline

HOW DO I MAKE A CLAIM?

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

Claim Forms must be submitted online or postmarked **no later than October 19, 2022**. Claim Forms may be filed online at the Settlement Website, www.WeedKillerAdSettlement.com. Printed

Claim Forms will be mailed to Class Members upon request by calling or writing to the Claims Administrator. Printed Claim Forms should be mailed to:

Gilmore v. Monsanto Co. - Claims
c/o Postlethwaite & Netterville
P.O. Box 4208
Baton Rouge, LA 70821

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

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

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

If you wish to be excluded from the Class (also referred to as “opting out”), you must either download and print an Opt-Out Form from the Settlement Website (www.WeedKillerAdSettlement.com) or request that the Claims Administrator send you a paper Opt-Out Form, fill out and sign the Opt-Out Form, and mail it to the Claims Administrator, **postmarked on or before October 19, 2022**, at the following address:

Gilmore v. Monsanto Co. - Exclusions
c/o Postlethwaite & Netterville
P.O. Box 4208
Baton Rouge, LA 70821

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

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

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

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you may object.

If you want to express an objection to part or all of the Settlement, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If the

Settlement is approved, you will still be bound by the Settlement and will receive the Settlement compensation if you file a valid and timely Claim Form.

If you wish to object, you must electronically file a written objection via the Court's Electronic Case Filing (ECF) system; deliver a written objection to the Class Action Clerk by mail, express mail, or personal delivery; or file a written objection in person at any location of the United States District Court for the Northern District of California. The written objection must (a) clearly identify the case name and number (*Gilmore v. Monsanto Co.*, Case No. 3:21-cv-8159); (b) contain information sufficient to identify and contact you or your attorney; and (c) contain a clear and concise statement of your objection, as well as any facts and law supporting the objection. You may object either on your own behalf or through an attorney hired at your own expense. If you are represented by an attorney, you must either sign the objection yourself or execute a separate declaration stating that you authorize the filing of the objection. You must substantially comply with the foregoing requirements for filing a written objection before appearing at the settlement approval hearing, but these requirements may be excused by the Court for good cause. Objections must be **filed or postmarked no later than December 5, 2022**.

If you wish to appear at the Final Approval Hearing, you should file with the Court a notice of intention to appear, either in person or through an attorney **no later than December 5, 2022**.

The address for the Class Action Clerk is below:

Class Action Clerk
United States District Court for the Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND OPTING OUT?

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

DO I HAVE A LAWYER IN THE CASE?

The Court has appointed, as Class Counsel in this case, Gillian L. Wade, Sara D. Avila, and Marc A. Castaneda, of Milstein, Jackson, Fairchild & Wade, LLP, Joel Oster of the Law Offices of Howard Rubinstein, and any attorneys at those firms assisting in the representation of the Class in this Action.

The Court has determined that Class Counsel are qualified to represent you and all other Class Members. You will not be charged for these lawyers. The lawyers handling the case are experienced in handling similar cases. Nevertheless, you have the right to consult or retain an

attorney of your choice at your own expense to advise you regarding the Settlement and your rights in connection with the Settlement and Final Approval Hearing described below.

HOW WILL THE LAWYERS GET PAID?

Class Counsel intends to apply for fees of up to one-fourth of the Ceiling Amount, and Plaintiffs and Class Counsel intend to apply for service awards of up to \$5,000 each for the Plaintiffs Scott Gilmore, James Weeks, Paul Taylor, Sherry Hanna, Amanda Boyette, Julio Ezcurra, Anthony Jewell, and Kristy Williams (the “named plaintiffs”). Whether to award those amounts is in the Court’s discretion. If awarded, these payments will be subtracted from the amount available to pay Class Members’ claims.

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

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

The Final Approval Hearing will occur on January 12, 2023, at 2:30 p.m. via Zoom.

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

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

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

WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will get no money from the Settlement. Unless you exclude yourself, if the Settlement is approved, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Monsanto or any Released Persons about the claims in this case or any other Released Claims. However, you will retain any claim you may have against Monsanto or anyone else that you developed cancer, or any other personal injury, as a result of exposure to the Products.

HOW CAN I GET MORE INFORMATION?

This Notice’s description of the case and Settlement is general. If you want more detailed information about the lawsuit and proposed Settlement, or to review the Settlement documents and

related pleadings, you may visit the Settlement Website at www.WeedKillerAdSettlement.com. If you have additional questions, you can visit the Settlement Website or contact the Claims Administrator:

By Mail: Gilmore v. Monsanto Co., c/o Postlethwaite & Netterville, P.O. Box 4208, Baton Rouge, LA 70821

By Email: info@WeedKillerAdSettlement.com

By Phone (Toll Free): 1-833-749-1489

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

If you wish to review the Court's docket in this case, you may do so at <https://pacer.uscourts.gov/file-case/court-cmecf-lookup/court/CANDC>, the Court's public access website.

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

For more information, visit www.WeedKillerAdSettlement.com or call 1-833-749-1489.

Appendix 1

Product	Anticipated Payment Per Unit
16 oz. Roundup® Weed and Grass Killer Sure Shot Foam	\$1.00
22 oz. Roundup® Weed and Grass Killer Sure Shot Foam	\$1.00
24 oz. Roundup® Ready-to-Use Weed and Grass Killer	\$1.00
30 oz. Roundup® Ready-to-Use Weed and Grass Killer	\$1.00
24 oz. Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer	\$1.50
24 oz. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer	\$2.00
1 gal. Roundup® Ready-to-Use Weed and Grass Killer (all applicator types)	\$2.00
0.5 gal. (64 oz.) Roundup® Ready-to-Use Weed and Grass Killer	\$2.50

0.5 gal. (64 oz.) Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer	\$2.50
1.25 gal. Roundup® Ready-to-Use Weed and Grass Killer (all applicator types)	\$2.50
5 oz. Roundup® Precision Gel Weed and Grass Killer	\$3.00
1 gal. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer	\$3.00
1 gal. Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer	\$3.00
16 oz. Roundup® Weed & Grass Killer Concentrate Plus	\$3.50
1.33 gal. Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer	\$3.50
1.1 gal. Roundup® Ready-to-Use Weed & Grass Killer (all applicator types)	\$4.00

32 oz. Roundup® Weed and Grass Killer Concentrate Plus	\$4.00
35.2 oz. Roundup® Weed and Grass Killer Concentrate Plus	\$4.00
1.33 gal. Roundup® Ready-to-Use Weed & Grass Killer (all applicator types)	\$4.00
1.33 gal. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer (all applicator types)	\$5.00
1.25 gal. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer (all applicator types)	\$5.00
16 oz. Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer	\$5.50
3-pack – 6 oz. Roundup® Weed & Grass Killer Concentrate Plus	\$5.50
32 oz. Roundup® Concentrate Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer	\$5.50

1.25 gal. Roundup® Ready-to-Use Max Control 365 (all applicator types)	\$6.00
36.8 oz. Roundup® Weed & Grass Killer Concentrate Plus	\$6.00
40 oz. Roundup® Weed & Grass Killer Concentrate Plus	\$6.00
1.1 gal. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer (all applicator types)	\$6.00
1.33 gal. Roundup® Ready-to-Use Max Control 365 (all applicator types)	\$7.00
Combination Pack – 1.33 gal Roundup® Ready-to-Use Weed & Grass Killer and 2x7 oz. Roundup® Weed & Grass Killer Concentrate Plus	\$7.50
0.5 gal. (64 oz.) Roundup® Concentrate Plus Weed & Grass Killer	\$7.50
32 oz. Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer	\$8.00

32 oz. Roundup® Concentrate Max Control 365	\$8.50
Combination pack – 1.33 gal. Roundup® Ready-to-Use Max Control 365 and 8 oz. Roundup® Concentrate Max Control 365.	\$9.00
80 oz. Roundup® Weed & Grass Killer Concentrate Plus	\$9.50
Combination Pack – 1.33 gal. Roundup® Ready-to-Use Weed & Grass Killer and 8 oz. Roundup® Weed & Grass Killer Super Concentrate	\$9.50
Combination pack – 1.33 gal. Roundup® Extended Control Weed & Grass Killer Plus Weed Preventer and 16 oz. Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer.	\$10.50
35.2 oz. Roundup® Weed & Grass Killer Super Concentrate	\$11.50
2-pack – 80 oz. Roundup® Weed & Grass Killer Concentrate Plus	\$12.50
0.42 gal. Roundup® Weed & Grass Killer Super Concentrate	\$14.00

0.5 gal. (64 oz.) Roundup® Weed & Grass Killer Super Concentrate	\$15.00
1 gal. Roundup® Weed & Grass Killer Super Concentrate	\$21.50
2.5 gal. Roundup® Pro Concentrate	\$33.00
24 oz. Ace® Ready-to-Use Weed & Grass Killer	\$0.50
1 gal. Ace® Ready-to-Use Weed & Grass Killer	\$1.50
1 gal. Ace® Ready-to-Use Weed & Grass Killer with battery-operated sprayer	\$3.00
32 oz. Ace® Concentrate Weed & Grass Killer	\$3.00
1 gal. Ace® Concentrate Weed & Grass Killer	\$5.50

32 oz. HDX® Concentrate Weed & Grass Killer	\$1.50
0.5 gal. HDX® Concentrate Weed & Grass Killer	\$3.00
2.5 gal. HDX® Concentrate Weed & Grass Killer	\$12.50

Appendix 2

RELEASE OF CLAIMS

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

Here, the claims you will give up are:

Upon the Effective Date, each of the Class Members will be deemed to have, and by operation of the Judgment will have, fully, finally, and forever released, relinquished, and discharged, and covenanted not to sue, the Released Parties from any and all Claims (with the exception of Personal Injury Claims and Medical Monitoring Claims), whether known or unknown, matured or unmatured, asserted or unasserted, latent or patent, at law or in equity, existing under federal or state law, regardless of legal theory or relief claimed, that any Class Member has or may in the future have against any Released Party arising out of or related in any way to the same factual predicates as the Action, including:

- any allegedly false, misleading, incomplete, or inaccurate statement, or any alleged omission, regarding the alleged carcinogenicity, toxicity, genotoxicity, endocrine disruptive effects, or any other alleged health effects of the Products or any ingredient or component thereof, including, but not limited to, glyphosate (whether or not such statement or alleged omission regarding an ingredient or component thereof is made specifically with regard to the Products, with regard to the ingredient or component thereof separately, or with regard to other products), or any scientific claims or debate regarding the same;
- any alleged breach of contract or breach of warranty arising out of or related to the alleged carcinogenicity, toxicity, genotoxicity, endocrine disruptive effects, or any other alleged health effects of the Products or any ingredient or component thereof, including, but not limited to, glyphosate, or any scientific claims or debate regarding the same; or
- any other alleged economic loss or injury (other than those economic losses or injuries encompassed within the definitions of Personal Injury Claims or Medical Monitoring Claims) allegedly suffered by or inflicted on any Class Member because of or related to the alleged carcinogenicity, toxicity, genotoxicity, endocrine disruptive effects, or any other alleged health effects of the Products or any ingredient or component thereof, including, but not limited to, glyphosate, or any scientific claims or debate regarding the same.

Collectively, the foregoing are “Class Released Claims.” For avoidance of doubt, this release does not release any Personal Injury Claims or Medical Monitoring Claims. To the extent that any action or proceeding includes both Personal Injury Claims or Medical Monitoring Claims and Claims that would otherwise be released by this Agreement, the Personal Injury Claims and/or Medical

Monitoring Claims will not be deemed released, but the other Claims will be released. By way of example, if a Class Member brought an action asserting that he or she bought and used Roundup® products that failed to warn of an alleged risk of Non-Hodgkin Lymphoma and that this caused them to develop Non-Hodgkin Lymphoma, and sought to recover damages for their physical injury, for lost wages, and for medical bills, neither that Personal Injury Claim nor the related damages (including economic damages such as lost wages or medical bills) would be released by this Settlement. For further avoidance of doubt, this release shall apply to Claims (other than Personal Injury Claims and Medical Monitoring Claims) arising from, resulting from, or in any way relating to or in connection with a Class Member's purchase or use of the Products in the past, present, or future.

“Claims” means past, present, and future claims, counterclaims, actions, rights, remedies, causes of action, liabilities, suits, demands, damages, losses, payments, judgments, verdicts, debts, dues, sums of money, liens, costs and expenses (including, without limitation, attorneys' fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, agreements, obligations, or promises, including any of the foregoing for equitable or injunctive relief, direct damages, indirect damages, consequential damages, incidental damages, punitive or exemplary damages, statutory and other multiple damages or penalties of any kind, or any other form of damages or relief whatsoever, and whether based upon breach of contract, warranty or covenant, tort, negligence, strict liability, gross negligence, recklessness, willful or wanton conduct, malice, oppression, conscious disregard, joint and several liability, guarantee, contribution, reimbursement, subrogation, indemnity, defect, failure to warn, fault, misrepresentation, common-law fraud, statutory consumer fraud, quantum meruit, breach of fiduciary duty, violation of statutes or administrative regulations, and/or any other legal (including common-law), foreign, statutory, equitable, or other theory or right of action, whether in law or in equity, fixed, contingent or noncontingent, known or unknown, discovered or undiscovered, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, ripened or unripened, perfected or unperfected, choate or inchoate, developed or undeveloped, liquidated or unliquidated, now recognized by law or that may be created or recognized in the future by statute, regulation, or judicial decision or in any other manner, and whether direct, representative, derivative, class, or individual in nature, in any forum that any Person had, has, or may have in the future.

“Medical Monitoring Claims” shall mean Claims that seek to require, or recover damages amounting to the costs of, medical monitoring or screening for potential physical injury or illness of a natural person. It is expressly contemplated that a cause of action could include both Claims that are Medical Monitoring Claims and Claims that are not Medical Monitoring Claims.

“Monsanto” means Monsanto Company and Bayer AG and each and all of their respective past, present, or future, direct or indirect, predecessors, successors, parents, subsidiaries, Affiliates, and divisions; and any past, present, or future officer, director, shareholder, owner, employee, partner, trustee, representative, agent, servant, insurer, attorney, predecessor, successor, or assignee of any of the above.

“Personal Injury Claims” shall mean Claims that assert a right to recover damages for the actual physical injury or illness of a natural person or that seek to recover compensatory, punitive, or exemplary damages, or attorney's fees, allegedly resulting or arising from the actual physical

injury or illness of a natural person, including, for example, claims for mental or physical pain or suffering; emotional or mental harm; loss of enjoyment of life; loss of wages, income, earnings, or earning capacity; medical expenses; doctor, hospital, nursing, or drug bills; loss of support, services, consortium, companionship, society, or affection; damage to familial relations; and wrongful death and survival actions. It is expressly contemplated that a cause of action could include both Claims that are Personal Injury Claims and Claims that are not Personal Injury Claims.

“Related Parties” means the past, present, and future manufacturers, formulators, distributors, marketing agents, commissionaires, resellers, Retailers, clinical researchers, agents, licensees, contractors, joint ventures, joint venturers, and consultants of or with respect to the Products, and any and all past, present, or future suppliers of materials, components, and services used in the development, registration, formulation, manufacture, distribution, handling, sale, or marketing of the Products, including the labeling and packaging thereof, and each and all of their respective past, present, or future, direct or indirect, predecessors, successors, parents, subsidiaries, Affiliates, divisions, joint ventures, and joint venturers; and any past, present, or future officer, director, shareholder, owner, employee, partner, trustee, representative, agent, servant, insurer, attorney, predecessor, successor, or assignee of any of the above.

“Released Persons” means, respectively, Monsanto; Scotts; any distributors and/or Retailers of the Products; Related Parties; any Persons that are currently, may in the future be, or have in the past been, marketing, advertising, distributing, selling, or reselling the Products and any past, current, or future parent companies (including intermediate parents and ultimate parents) and subsidiaries, Affiliates, predecessors, successors, and assigns, and each of their respective past, present, or future officers, directors, employees, agents, members, franchisees, franchisors, attorneys, insurers, stockholders, representatives, heirs, administrators, executors, successors, and assigns; and any other Person acting on behalf of Monsanto, Scotts, or any other Released Person.

“Retailers” means any person or entity that has offered, is presently offering, or may in the future offer the Products for sale or resale (including, without limitation, wholesale distributors, private-label distributors, and all retailers and retail distributors), and each and all of their respective past, present, or future, direct or indirect, predecessors, successors, parents, subsidiaries, Affiliates, and divisions; and any past, present, or future officer, director, shareholder, owner, employee, partner, trustee, representative, agent, servant, insurer, attorney, predecessor, successor, or assignee of any of the above. “Retailers” shall include, but is in no way limited by, Ace Hardware Corporation; Costco Wholesale Corporation; Home Depot U.S.A., Inc.; The Home Depot, Inc.; Lowe’s Companies, Inc.; Lowe’s Home Centers, LLC; Target Corporation; Walmart Inc.; and Wal-Mart Stores, Inc., and each and all of their respective past, present, or future, direct or indirect, predecessors, successors, parents, subsidiaries, Affiliates, and divisions; and any past, present, or future officer, director, shareholder, owner, employee, partner, trustee, representative, agent, servant, insurer, attorney, predecessor, successor, or assignee of any of the above.

In addition, each Class Member shall be deemed to have waived and relinquished the rights and benefits available to them under California Civil Code section 1542. **Section 1542 provides:**

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

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

Appendix 3**List of Applicable Class Periods for Each State or Territory**

State or Territory	Beginning of Class Period
Alabama	February 2017
Alaska	February 2017
American Samoa	February 2018
Arizona	February 2017
Arkansas	February 2016
California	August 2015
Colorado	February 2018
Connecticut	February 2016
Delaware	February 2017
District of Columbia	February 2017
Florida	February 2016
Georgia	October 2016
Guam	August 2016
Hawaii	February 2017
Idaho	February 2017
Illinois	February 2017
Indiana	February 2017
Iowa	February 2017
Kansas	December 2015
Kentucky	February 2017
Louisiana	February 2017
Maine	February 2015
Maryland	August 2016
Massachusetts	October 2016
Michigan	October 2014
Minnesota	December 2013
Mississippi	February 2015
Missouri	August 2014
Montana	February 2017
Nebraska	February 2017
Nevada	October 2016
New Hampshire	February 2017
New Jersey	November 2014
New Mexico	February 2017
New York	June 2011
North Carolina	February 2017
North Dakota	February 2015
Northern Mariana Islands	February 2015

State or Territory	Beginning of Class Period
Ohio	February 2017
Oklahoma	November 2015
Oregon	November 2015
Pennsylvania	February 2015
Puerto Rico	December 2019
Rhode Island	February 2017
South Carolina	February 2015
South Dakota	February 2017
Tennessee	February 2017
Texas	March 2016
Utah	February 2016
Vermont	November 2013
Virgin Islands	February 2015
Virginia	September 2016
Washington	February 2017
West Virginia	February 2017
Wisconsin	February 2015
Wyoming	February 2017

AVISO DE ACUERDO PROPUESTO DE DEMANDA COLECTIVA

TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS
 PARA EL DISTRITO NORTE DE CALIFORNIA

Gilmore et al. v. Monsanto Company, et al.

No. 3:21-cv-8159 (N.D. de California)

El Tribunal de Distrito de los Estados Unidos autorizó este Aviso.

Este documento no constituye una oferta de representación de un abogado. Usted no está siendo demandado.

Usted puede ser un Miembro del Grupo con derecho a un pago en efectivo en virtud de un Acuerdo relacionado con publicidad falsa y reclamos por incumplimiento de garantía si compró ciertos **Roundup®**, **HDX®**, o **Ace®** productos herbicidas a base de glifosato de marca (los “Productos”).

LOS MIEMBROS DE LA CLASE CONSERVARÁN SU DERECHO A DEMANDAR SI, ACTUALMENTE, TIENEN, O MÁS TARDE DESARROLLAN, CÁNCER O CUALQUIER OTRA ENFERMEDAD O LESIÓN DERIVADA DE LA EXPOSICIÓN A LOS PRODUCTOS.

Los Productos en cuestión en el Acuerdo incluyen:

Roundup® Ready-to-Use Weed & Grass Killer	Roundup® Ready-to-Use Max Control 365
Roundup® Ready-to-Use Weed & Grass Killer Plus	Roundup® Concentrate Max Control 365
Roundup® Weed & Grass Killer Concentrate Plus	Roundup® Weed & Grass Killer Sure Shot Foam
Roundup® Weed & Grass Killer Super Concentrate	Roundup® Precision Gel Weed & Grass Killer
Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer	Roundup® Pro Concentrate (2.5 Gal.)
Roundup® Ready-to-Use Wild Blackberry Plus Vine and Brush Killer	HDX® Weed & Grass Killer Ready-to-Use
Roundup® Concentrate Poison Ivy Plus Tough Brush Killer	HDX® Weed & Grass Killer Concentrate
Roundup® Concentrate Wild Blackberry Plus Vine and Brush Killer	Ace® Ready-to-Use Weed & Grass Killer
Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer	Ace® Weed & Grass Killer Concentrate
Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer	

Ejemplos de productos cubiertos:



ESTE AVISO ESTÁ RELACIONADO A SUS DERECHOS LEGALES
LÉALO CUIDADOSAMENTE

¿CUÁLES SON LOS TÉRMINOS DEL ACUERDO PROPUESTO?

El Acuerdo de Conciliación de Demanda Colectiva propuesto (“Acuerdo” o “Acuerdo”) proporcionará a la Clase un alivio monetario en un monto no inferior a **\$23 millones** (el “Importe mínimo”) y no superior a **\$45 millones** (el “Monto Máximo”) para pagar todos los aspectos del Acuerdo, incluidos, entre otros, todos los costos de La Notificación colectiva, los Gastos de administración de reclamaciones, las Reclamaciones de los miembros de la clase, las indemnizaciones por servicios de Representante de la Clase, los Gastos del Abogado de la Clase y los Honorarios del Abogado de la Clase.

Este no es un acuerdo por lesiones personales y no proporciona alivio por lesiones personales o enfermedades. **LOS MIEMBROS DE LA CLASE CONSERVARÁN SU DERECHO A DEMANDAR SI, ACTUALMENTE, TIENEN, O MÁS TARDE DESARROLLAN, CÁNCER O CUALQUIER OTRA ENFERMEDAD O LESIÓN DERIVADA DE LA EXPOSICIÓN A LOS PRODUCTOS.**

Los Miembros del Colectivo podrán presentar reclamaciones de reembolsos por los Productos Roundup® enumerados a continuación, equivalentes a aproximadamente el 20% de su precio minorista promedio ponderado (después del redondeo) durante el período de la demanda colectiva correspondiente (según se define a continuación). Los pagos por unidad oscilan entre \$0.50 y \$33.00, dependiendo del precio del producto(s) comprado(s), por entre 2 y 11 unidades sin comprobante de compra, dependiendo del estado de compra. La cantidad disponible para cada Producto se muestra en **Apéndice 1**. Con la excepción de los tres Productos concentrados más grandes, las reclamaciones se pueden hacer sin prueba de compra, pero dichas reclamaciones se limitan a 1 unidad por año dentro del Período de la Clase. Por ejemplo, si un Reclamante compró un contenedor de 1.33 galones de Roundup® Ready to Use Max Control 365 en California al menos una vez al año desde 2015, el monto del reembolso podría ser de \$ 56.00 sin prueba de compra.

Se puede reclamar un número ilimitado de botellas de los Productos si el Miembro de la Clase proporciona un comprobante de compra válido para cada Producto comprado. Los reclamantes pueden ser contactados y obligados a proporcionar también una declaración firmada bajo pena de perjurio que proporciona información adicional para confirmar que la prueba de compra es genuina y suficiente.

Si el total de reclamaciones presentadas por los Reclamantes Autorizados excede el Monto Máximo después de que se deduzcan todos los demás gastos, el monto reembolsado a los Reclamantes Autorizados se reducirá *Prorrrateo*. Por otra parte, si el total de reclamaciones presentadas es inferior al Importe Mínimo una vez deducidos todos los demás gastos, el importe reembolsado a los Reclamantes Autorizados se incrementará *proporcionalmente*.

Si los cheques no cobrados hacen que el monto total pagado por Monsanto caiga por debajo del Monto Mínimo, ese monto se distribuirá *Prorrrateo* a los Miembros de la Clase si una distribución adicional es económicamente factible. De lo contrario, esa cantidad será donada al Centro Nacional de Derecho del Consumidor.

¿POR QUÉ HAY UN AVISO?

Usted tiene derecho a conocer el Acuerdo propuesto en el proceso judicial de una demanda colectiva y todas sus opciones antes de que el Tribunal decida aprobar el Acuerdo. Este Aviso explica la demanda, el acuerdo, sus derechos legales, y qué beneficios están disponibles y cómo obtenerlos.

El tribunal a cargo de este caso es el Tribunal de Distrito de los Estados Unidos del Distrito Norte de California (el “Tribunal”), y el caso se denomina *Scott Gilmore et al. vs. Monsanto Company, et al.*, Caso n. ° 3:21-cv-8159 (N.D. de California) El caso es asignado al juez de distrito Vince Chhabria. Los individuos que demandaron se denominan los Representantes del Colectivo y la compañía a la que demandaron, Monsanto Company (“Monsanto”), se denomina el Demandado.

Si usted es un Miembro del Colectivo, a menos que se excluya del Acuerdo, no puede demandar al Demandado, continuar demandando o ser parte de cualquier otra demanda contra el Demandado, cualquier vendedor de los Productos, o cualquier otra Persona Liberada referente a las reclamaciones eximidas en este Acuerdo. También significa que todas las decisiones del Tribunal serán vinculantes para usted. Las Reclamaciones Eximidas y las Personas Eximidas se definen en el Acuerdo y describen las reclamaciones legales a las que usted renuncia (o “exime”) si permanece en el Acuerdo. Las Reclamaciones Liberadas se relacionan con los mismos hechos, productos y cuestiones planteadas en la demanda (también conocidas como reclamaciones que surgen de un “predicado fáctico idéntico”). Las Reclamaciones Liberadas NO incluyen reclamaciones de que usted desarrolló cáncer, o cualquier otra lesión personal, como resultado de la exposición a los Productos. Se incluye una descripción detallada de las Reclamaciones Eximidas en el **Apéndice 2**. El Acuerdo está disponible en el sitio web del Acuerdo, www.WeedKillerAdSettlement.com.

¿DE QUÉ TRATA LA DEMANDA?

La demanda busca obtener una compensación por presunta publicidad falsa e incumplimiento de garantía. Los demandantes argumentan que el Demandado anunció y promovió falsamente los Productos al no revelar que los Productos y su ingrediente activo, el glifosato, podrían causar cáncer u otros efectos adversos para la salud. Si compró cualquiera de los Productos durante el Período de la Clase para fines distintos de la reventa o distribución, usted está en la Clase.

Monsanto niega las acusaciones de los Demandantes y cualquier delito y disputa el derecho del Colectivo a ser restituido. Sin embargo, ha acordado resolver la demanda con el fin de evitar el tiempo y los gastos de litigios adicionales.

Este caso es no un caso de lesiones personales. Los demandantes no alegan que se lesionaron o se enfermaron por la exposición a los Productos. No necesita haber sufrido lesiones personales para ser miembro de la Clase o para presentar un reclamo. Y el Acuerdo lo hace. no liberar cualquier reclamo que pueda tener contra Monsanto o cualquier otra persona de que desarrolló cáncer, o cualquier otra lesión personal, como resultado de la exposición a los Productos.

¿POR QUÉ ES ESTA UNA DEMANDA COLECTIVA?

En una demanda colectiva, una o más personas llamadas “representantes de clase” o “demandantes” (en este caso, Scott Gilmore, James Weeks, Paul Taylor, Sherry Hanna, Amanda Boyette, Julio Ezcurra, Anthony Jewell y Kristy Williams), demandan en nombre de personas que tienen reclamos similares y, por lo tanto, son parte de una “clase” y se llaman “miembros de la clase”. Presentar un caso, como este, en concepto de una demanda colectiva permite la adjudicación de muchas reclamaciones similares de consumidores que podrían ser demasiado pequeños, desde el punto de vista económico, para presentar demandas individuales. Un tribunal resuelve los problemas para todos los miembros del colectivo, excepto para aquellos que se excluyan del colectivo.

¿POR QUÉ HAY UN ACUERDO?

Los Demandantes y los Abogados del Colectivo han evaluado la información disponible en el curso de la demanda y han tomado en consideración los riesgos e incertidumbres de proceder con este litigio, incluidos los riesgos e incertidumbres de la certificación del colectivo, prevaleciendo a favor de los méritos, demostrando daños en el juicio y prevaleciendo en mociones y apelaciones posteriores al juicio. En función de su consideración de estos factores, los Demandantes y los Abogados del Colectivo consideran que lo más conveniente para el Colectivo es resolver la demanda y brindar una oportunidad para que los Miembros del Colectivo reciban un Pago del Acuerdo.

Monsanto niega las acusaciones de los Demandantes y cualquier delito y el derecho del Colectivo a ser restituido. Sin embargo, ha acordado resolver la demanda con el fin de evitar el tiempo y los gastos de litigios adicionales.

Los términos del Acuerdo propuesto se establecen en el Acuerdo presentado ante el Tribunal, que también está disponible en línea, en www.WeedKillerAdSettlement.com

LA DEMANDA COLECTIVA

El Tribunal ha certificado un Acuerdo de la Demanda Colectiva definido como:

Todas las Personas en los Estados Unidos que, durante el Período de la Clase, compraron Productos (como se define a continuación) en los Estados Unidos que no sea para su reventa o distribución.

Los “Productos” se definen como:

- Ready-to-Use Weed & Grass Killer de Roundup® (todos los tamaños, aplicadores y variedades)
- Ready-to-Use Weed & Grass Killer Plus de Roundup® (todos los tamaños, aplicadores y variedades)
- Weed & Grass Killer Concentrate Plus de Roundup® (todos los tamaños y variedades)
- Weed & Grass Killer Super Concentrate de Roundup® (todos los tamaños y variedades)

- Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer (todos los tamaños y variedades)
- Roundup® Ready-to-Use Wild Blackberry Plus Vine and Brush Killer (todos los tamaños y variedades)
- Roundup® Concentrate Poison Ivy Plus Tough Brush Killer (todos los tamaños y variedades)
- Roundup® Concentrate Wild Blackberry Plus Vine and Brush Killer (todos los tamaños y variedades)
- Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer (todos los tamaños y variedades)
- Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer (todos los tamaños y variedades)
- Roundup® Ready-to-Use Max Control 365 (todos los tamaños y variedades)
- Roundup® Concentrate Max Control 365 (todos los tamaños y variedades)
- Weed & Grass Killer Sure Shot Foam de Roundup® (todos los tamaños y variedades)
- Precision Gel Weed & Grass Killer de Roundup® (todos los tamaños y variedades)
- Roundup® Pro Concentrado (2,5 gal.)
- Weed & Grass Killer Ready-to-Use de HDX® (todos los tamaños y variedades)
- Weed & Grass Killer Concentrate de HDX® (todos los tamaños y variedades)
- Ready-to-Use Weed & Grass Killer de Ace® (todos los tamaños y variedades)
- Weed & Grass Killer Concentrate de Ace® (todos los tamaños y variedades)

El “Período de Clase” depende del estado en el que cada Miembro de la Clase realizó sus compras. **Una lista de los Períodos de la Demanda Colectiva aplicables para cada Estado se encuentra en el sitio web del Acuerdo en www.WeedKillerAdSettlement.com y también se adjunta a este Aviso como Apéndice 3. Debe consultarla cuidadosamente para asegurarse de que su compra se realizó dentro del Periodo de la Demanda Colectiva aplicable en su estado.**

Los productos se vendieron ampliamente en Home Depot, Lowe’s y Wal-Mart, en los 50 estados y el Distrito de Columbia y en los territorios de los Estados Unidos, y también estaban disponibles en tiendas que incluyen, sin limitación, Target, Ace Hardware, True Value, Orchard Supply y Amazon.com.

¿CÓMO SÉ SI SOY MIEMBRO DEL COLECTIVO?

Usted es miembro de la Clase si:

- *Haber comprado un Producto Roundup®, Ace® o HDX® incluido en la definición de Colectivo anterior*
- *Durante el Período de Clase aplicable a su estado (consulte el Apéndice 3 de este Aviso), y*
- *Para fines distintos de la distribución o reventa.*

Si no está seguro de si es un Miembro del Colectivo, o si tiene alguna otra pregunta sobre el Acuerdo, debe visitar el sitio web del Acuerdo, www.WeedKillerAdSettlement.com, o llame gratis al Administrador de Reclamaciones al 1-833-749-1489.

¿EL ACUERDO AFECTARÁ MI DERECHO A DEMANDAR SI AFIRMO QUE TENGO O MÁS TARDE DESARROLLO CÁNCER O CUALQUIER OTRA ENFERMEDAD O LESIÓN POR LA EXPOSICIÓN A LOS PRODUCTOS?

No. Usted no puede participar en el Acuerdo sin liberar cualquier reclamo que pueda tener contra Monsanto o cualquier otra persona de que desarrolló cáncer, o cualquier otra lesión personal, como resultado de la exposición a los Productos. Este caso no es un caso de lesiones personales. Los demandantes no alegan que se lesionaron o se enfermaron por la exposición a los Productos. No necesita haber sufrido lesiones personales para ser miembro de la Clase o para participar en el acuerdo.

SUS DERECHOS A PARTICIPAR, EXCLUIRSE O PRESENTAR UNA OBJECCIÓN AL ACUERDO.

Resumen de sus derechos y opciones legales		Plazo
Presentar un Formulario de Reclamación	Es la única forma de obtener un pago. Los Formularios de Reclamación deben enviarse en línea o por correo al Administrador de Reclamaciones a más tardar el día de la fecha límite de la reclamación.	octubre 19, 2022
Pedir ser Excluido (es decir, “Optar por No Participar”)	Salirse de este acuerdo. No obtener ningún beneficio de esta demanda. Reservarse sus derechos. Si solicita ser excluido (es decir, “opta por no participar”), no estará sujeto a este Acuerdo y conservará cualquier derecho que tenga de demandar a Monsanto por separado o de participar en otro juicio sobre las mismas reclamaciones legales en esta demanda. Si hay una restitución resultante del Acuerdo propuesto, usted no será parte de esa restitución. Para obtener instrucciones sobre cómo excluirse, consulte la página 7.	octubre 19, 2022
Presentar una objeción	Informar al Tribunal por qué cree que el Acuerdo propuesto es injusto, irrazonable o inadecuado. Puede presentar una objeción por escrito y/o comparecer en la Audiencia de Aprobación Final para informarle al Tribunal por qué cree que el Acuerdo propuesto es injusto, irrazonable o insuficiente. Aún puede presentar una reclamación incluso si se opone. Si solicita ser excluido del Colectivo (es decir, “opta por no participar”), no puede presentar una objeción o una reclamación Para obtener instrucciones sobre cómo objetar, consulte la página 8.	diciembre 5, 2022

<p>No hacer nada</p>	<p>Quedarse en esta demanda. Esperar el resultado. Renunciar a ciertos derechos. Al no hacer nada, no recibirá ningún pago en efectivo, pero de aprobarse el Acuerdo, estará renunciando a cualquier derecho que pueda tener de demandar a Monsanto por separado sobre las mismas reclamaciones legales en esta demanda.</p>	<p>Sin plazo</p>
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¿CÓMO PRESENTO UNA RECLAMACIÓN?

Debe enviar un Formulario de Reclamación para obtener un pago monetario. Los Formularios de Reclamaciones son simples y fáciles de completar, los mismos requieren (i) información de contacto; (ii) comprobante de compra o información sobre la identidad y la cantidad comprada; (iii) la ubicación de venta (incluyendo ciudad y estado) de la compra; (iv) la fecha aproximada de compra; y (v) su afirmación de que la información proporcionada es fiel y correcta. A cambio de recibir un pago monetario, según el Acuerdo de Conciliación, usted renunciará a sus derechos de demandar a las Personas Liberadas sobre las reclamaciones en la demanda o cualquier otra Reclamación Liberada.

Los Formularios de Reclamación deben ser enviados con sello postal o **en línea a más tardar el 19 de octubre de 2022**. Los formularios de reclamo se pueden presentar en línea en el sitio web del acuerdo, www.WeedKillerAdSettlement.com. Los formularios de reclamo impresos serán enviado por correo a los Miembros de la Clase previa solicitud llamando o escribiendo al Administrador de Reclamos. Los Formularios de Reclamación impresos deben enviarse por correo a:

Gilmore contra Monsanto Co. - Claims
 c/o Postlethwaite & Netterville
 P.O. Box 4208
 Baton Rouge, LA 70821

¿CÓMO ME EXCLUYO DEL ACUERDO?

Si no desea estar sujeto a este Acuerdo, debe solicitar ser excluido del Colectivo. Todos los Miembros del Colectivo que compraron los Productos Roundup® enumerados anteriormente durante el Período de la Demanda Colectiva que no se excluyen del Acuerdo estarán sujetos a las órdenes emitidas por el Tribunal con respecto al Acuerdo.

Si solicita ser excluido del Colectivo, conservará todos los derechos individuales que tenga contra Monsanto y no habrá “eximido” a Monsanto o a cualquier otra Persona Liberada de ninguna reclamación. Sin embargo, usted **no** recibirá la compensación descrita anteriormente. No puede objetar el Acuerdo bajo esta opción.

Si desea ser excluido del Grupo (también denominado “optar por no participar”), debe descargar e imprimir un Formulario de Opción de Exclusión del Sitio Web del Acuerdo (www.WeedKillerAdSettlement.com) o solicitar que el Administrador de Reclamaciones le envíe un Formulario de Opción de Exclusión en papel, rellenar y firmar el Formulario de Opción de

Exclusión y enviarlo por correo al Administrador de Reclamaciones, con matasellos del **19 de octubre de 2022**o anterior, a la siguiente dirección:

Gilmore contra Monsanto Co. - Exclusions
c/o Postlethwaite & Netterville
P.O. Box 4208
Baton Rouge, LA 70821

SI OPTO POR NO PARTICIPAR, ¿PUEDO AUN ASÍ OBTENER UN PAGO DEL ACUERDO?

No. No obtendrá dinero alguno del Acuerdo si opta por no participar y no puede objetar el Acuerdo. No estará legalmente obligado a nada de lo que suceda en esta demanda. Si opta por no participar en el Acuerdo, no envíe un Formulario de Reclamación solicitando beneficios.

¿CÓMO LE INFORMO AL TRIBUNAL SI NO ME GUSTA EL ACUERDO?

Puede solicitar al Tribunal que niegue la aprobación mediante la presentación de una objeción. No puede solicitar al Tribunal que ordene un acuerdo diferente; el Tribunal solo puede aprobar o denegar el acuerdo. Si el Tribunal niega la aprobación, no se emitirán pagos transaccionales y el proceso seguirá. Si eso es lo que quieres que suceda, puedes objetar.

Si desea expresar una objeción a parte o a la totalidad del Acuerdo, usted puede, pero no está obligado a, comparecer en la Audiencia de Aprobación Final, ya sea en persona o a través de su propio abogado. Si se aprueba el Acuerdo, usted seguirá estando obligado por el Acuerdo y recibirá la compensación del Acuerdo si presenta un Formulario de Reclamación válido y a tiempo.

Si desea objetar, debe presentar electrónicamente una objeción por escrito a través del sistema de Presentación Electrónica de Casos (ECF) de la Corte; entregar una objeción por escrito al Secretario de Demanda Colectiva por correo, correo urgente o entrega personal; o presentar una objeción por escrito en persona en cualquier lugar del Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California. La objeción escrita deberá: (a) identificar claramente el nombre y el número del caso (*Gilmore contra Monsanto Co.*, caso núm. 3:21-cv-8159); (b) contener información suficiente para identificarlo y contactarlo a usted o a su abogado; y (c) contener una declaración clara y concisa de su objeción, así como cualquier hecho y ley que respalde la objeción. Puede objetar por su cuenta o a través de un abogado contratado a cargo de usted. Si está representado por un abogado, debe firmar la objeción usted mismo o ejecutar una declaración separada en la que autorice la presentación de la objeción. Debe cumplir sustancialmente con los requisitos anteriores para presentar una objeción por escrito antes de comparecer en la audiencia de aprobación del acuerdo, pero estos requisitos pueden ser excusados por el Tribunal por una buena causa. Las objeciones **deben presentarse o llevar el sello postal a más tardar el 5 de diciembre de 2022.**

Si desea comparecer en la Audiencia de Aprobación Final, debe presentar ante el Tribunal una notificación de intención de comparecer, ya sea en persona o a través de un abogado, a **más tardar el 5 de diciembre de 2022.**

La dirección del Secretario de Demanda Colectiva es la siguiente:

Class Action Clerk
United States District Court for the Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102

¿CUÁL ES LA DIFERENCIA ENTRE OBJETAR Y OPTAR POR NO PARTICIPAR?

Objetar es simplemente informarle al Tribunal que no le satisface algo sobre el Acuerdo. Puede objetar al Acuerdo únicamente si no se excluye del Acuerdo al optar por no participar. Excluirse del Acuerdo mediante la exclusión es informarle al Tribunal que no desea ser parte del Acuerdo. Si se excluye del Acuerdo, no tiene bases para objetar el Acuerdo debido a que ya no le afectaría.

¿TENGO UN ABOGADO EN ESTE CASO?

El Tribunal ha designado, como Abogado de la Clase en este caso, a Gillian L. Wade, Sara D. Avila y Marc A. Castaneda, de Milstein, Jackson, Fairchild & Wade, LLP, Joel Oster de las Oficinas Legales de Howard Rubinstein, y a cualquier abogado de esas firmas que ayude en la representación de la Clase en esta Acción.

El Tribunal ha determinado que los Abogados del Colectivo están calificados para representarlo a usted y a todos los demás Miembros del Colectivo. No se le cobrará por sus servicios. Los abogados que manejan el caso tienen experiencia en el manejo de casos similares. Sin embargo, tiene derecho a consultar o contratar a un abogado de su elección, por cuenta propia, para que lo asesore sobre el Acuerdo y sus derechos en relación con el Acuerdo y la Audiencia de Aprobación Final que se describen a continuación.

¿CÓMO SE LES PAGA A LOS ABOGADOS?

El Abogado de la Clase tiene la intención de solicitar honorarios de hasta un cuarto del Monto Máximo, y los Demandantes y el Abogado de la Clase tienen la intención de solicitar premios por servicio de hasta \$ 5,000 cada uno para los Demandantes Scott Gilmore, James Weeks, Paul Taylor, Sherry Hanna, Amanda Boyette, Julio Ezcurra, Anthony Jewell y Kristy Williams (los “demandantes nombrados”). La concesión de esas cantidades queda a discreción del Tribunal. Si se otorgan, estos pagos se restarán de la cantidad disponible para pagar las reclamaciones de los Miembros de la Clase.

¿CUÁNDO Y DÓNDE EL TRIBUNAL DECIDIRÁ SI APRUEBA EL ACUERDO?

El Tribunal ha programado una Audiencia de Aprobación Final (también conocida como “Audiencia de Equidad”) para determinar si el Tribunal debe aprobar el Acuerdo como justo, razonable y suficiente para el Colectivo, y si el Fallo debe presentarse de conformidad con el Acuerdo. El Tribunal también considerará en la Audiencia de Aprobación Final la solicitud de los Abogados del Colectivo para la adjudicación de los honorarios de los abogados y el reembolso de

los gastos, así como la solicitud de los demandantes nombrados para la adjudicación de servicios por los servicios prestados en nombre del Colectivo.

La Audiencia de Aprobación Final ocurrirá el 12 de enero de 2023, a las 2:30 p.m. a través de Zoom.

No se requiere su asistencia a la Audiencia de Aprobación Final. Sin embargo, puede ser escuchado oralmente en la audiencia de oposición al Acuerdo propuesto si así lo desea.

También puede registrar una comparecencia a través de un abogado contratado por cuenta propia. Si no efectúa una comparecencia a través de un abogado y no objeta, los Abogados del Colectivo lo representarán en la audiencia.

El Tribunal puede retrasar la fecha de la Audiencia de Aprobación Final sin previo aviso a los miembros del Colectivo del Acuerdo, en cuyo caso la nueva fecha de la Audiencia de Aprobación Final se publicará en el sitio web del Acuerdo, www.WeedKillerAdSettlement.com.

¿QUÉ SUCEDE SI NO HAGO NADA?

Si no hace nada, no obtendrá dinero del Acuerdo. A menos que se excluya, si se aprueba el Acuerdo, no podrá iniciar una demanda, continuar con una demanda o ser parte de cualquier otra demanda contra Monsanto o cualquier Persona Liberada sobre las reclamaciones en este caso o cualquier otra Reclamación Liberada. Sin embargo, usted conservará cualquier reclamación que pueda tener contra Monsanto o cualquier otra persona por haber desarrollado cáncer, o cualquier otro daño personal, como resultado de la exposición a los Productos.

¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

La descripción del caso de este Aviso y el Acuerdo es general. Si desea obtener información más detallada sobre la demanda y el Acuerdo propuesto, o revisar los documentos del Acuerdo y los alegatos relacionados, puede visitar el sitio web del Acuerdo en www.WeedKillerAdSettlement.com. Si tiene preguntas adicionales, puede visitar el sitio web del Acuerdo o comunicarse con el Administrador de Reclamaciones:

Por correo: Gilmore v. Monsanto Co., c/o Postlethwaite & Netterville, P.O. Box 4208, Baton Rouge, LA 70821

Por correo electrónico: info@WeedKillerAdSettlement.com

Por teléfono (gratuito): 1-833-749-1489

Las actualizaciones serán publicadas en el sitio web del Acuerdo, a medida que la información sobre el proceso del Acuerdo esté disponible.

Si desea consultar el expediente del Tribunal en este caso, puede hacerlo en <https://pacer.uscourts.gov/file-case/court-cmecf-lookup/court/CANDC>, el sitio web de acceso público del Tribunal.

NO LLAME NI DIRIJA NINGUNA PREGUNTA SOBRE EL CASO O ACUERDO AL SECRETARIO DEL TRIBUNAL O A LA JUEZA. ELLOS NO TIENEN PERMITIDO RESPONDER SUS PREGUNTAS. EL TRIBUNAL NO EXPRESA NINGÚN PUNTO DE VISTA EN CUANTO A LOS MÉRITOS DE CUALQUIER RECLAMO O DEFENSA ESTABLECIDOS POR NINGUNA PARTE DE LA CAUSA.

Para más información, visite www.WeedKillerAdSettlement.com o llame al 1-833-749-1489.

Apéndice 1

Producto	Pago anticipado por unidad
16 oz Weed & Grass Killer Sure Shot Foam de Roundup®	\$1.00
22 onzas. Weed & Grass Killer Sure Shot Foam de Roundup®	\$1.00
24 oz Ready-to-Use Weed & Grass Killer de Roundup®	\$1.00
30 oz Ready-to-Use Weed & Grass Killer de Roundup®	\$1.00
24 oz Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer o Wild Blackberry Plus Vine & Brush Killer	\$1.50
24 oz Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer	\$2.00
1 gal Ready-to-Use Weed & Grass Killer de Roundup® (todos los tipos de aplicador)	\$2.00
0.5 gal (64 onzas) Ready-to-Use Weed & Grass Killer de Roundup®	\$2.50

Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer	\$2.50
1.25 gal Ready-to-Use Weed & Grass Killer de Roundup® (todos los tipos de aplicador)	\$2.50
5 onzas. Precision Gel Weed & Grass Killer de Roundup®	\$3.00
1 gal Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer de Roundup®	\$3.00
1 gal Ready-to-Use Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer de Roundup®	\$3.00
16 oz Weed & Grass Killer Concentrate Plus de Roundup®	\$3.50
1.33 gal Ready-to-Use Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer de Roundup®	\$3.50
1.1 gal Ready-to-Use Weed & Grass Killer de Roundup® (todos los tipos de aplicador)	\$4.00

32 oz Weed & Grass Killer Concentrate Plus de Roundup®	\$4.00
35.2 oz Weed & Grass Killer Concentrate Plus de Roundup®	\$4.00
1.33 gal Ready-to-Use Weed & Grass Killer de Roundup® (todos los tipos de aplicador)	\$4.00
1.33 gal. Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer de Roundup® (todos los tipos de aplicador)	\$5.00
1.25 gal Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer de Roundup® (todos los tipos de aplicador)	\$5.00
16 oz Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer de Roundup®	\$5.50
Paquete de 3 de 6 oz Weed & Grass Killer Concentrate Plus de Roundup®	\$5.50
32 oz Concentrate Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer de Roundup®	\$5.50

1.25 gal Ready-to-Use Max Control 365 de Roundup® (todos los tamaños y variedades)	\$6.00
36.8 oz Weed & Grass Killer Concentrate Plus de Roundup®	\$6.00
40 oz Weed & Grass Killer Concentrate Plus de Roundup®	\$6.00
1.1 gal Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer de Roundup® (todos los tipos de aplicador)	\$6.00
1.33 gal Ready-to-Use Max Control 365 de Roundup® (todos los tamaños y variedades)	\$7.00
Paquete combinado: 1.33 gal Roundup® Ready-to-Use Weed & Grass Killer y 2x7 oz. Weed & Grass Killer Concentrate Plus de Roundup®	\$7.50
0.5 gal (64 oz.) Concentrate Plus Weed & Grass Killer de Roundup®	\$7.50
32 oz Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer de Roundup®	\$8.00

32 oz Concentrate Max Control 365 de Roundup®	\$8.50
Paquete combinado - 1.33 gal Ready-to-Use Max Control 365 y 8 oz. de Roundup® Concentrate Max Control 365 de Roundup®	\$9.00
80 oz Weed & Grass Killer Concentrate Plus de Roundup®	\$9.50
Paquete combinado - 1.33 gal Ready-to-Use Weed and Grass Killer de Roundup® y de 8 oz Weed & Grass Killer Super Concentrate de Roundup®	\$9.50
Paquete combinado - 1.33 gal Extended Control Weed & Grass Killer Plus Weed Preventer de Roundup® y 16 oz. Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer de Roundup®	\$10.50
35.2 oz Weed & Grass Killer Super Concentrate de Roundup®	\$11.50
Paquete de 2 – 80 oz. Weed & Grass Killer Concentrate Plus de Roundup®	\$12.50
0.42 gal Weed & Grass Killer Super Concentrate de Roundup®	\$14.00

0.5 gal. (64 oz.) Weed & Grass Killer Super Concentrate de Roundup®	\$15.00
1 gal Weed & Grass Killer Super Concentrate de Roundup®	\$21.50
2.5 gal. Pro Concentrate de Roundup®	\$33.00
24 oz Ready-to-Use Weed & Grass Killer de Ace®	\$0.50
1 gal Ready-to-Use Weed & Grass Killer de Ace®	\$1.50
1 gal Ready-to-Use Weed & Grass Killer con pulverizador operado a batería de Ace®	\$3.00
32 oz Concentrate Weed & Grass Killer de Ace®	\$3.00
1 gal Concentrate Weed & Grass Killer de Ace®	\$5.50

32 oz Concentrate Weed & Grass Killer de HDX®	\$1.50
0.5 gal Concentrate Weed & Grass Killer de HDX®	\$3.00
2.5 gal. Concentrate Weed & Grass Killer de HDX®	\$12.50

Apéndice 2

EXENCIÓN DE RECLAMACIONES

Si el Tribunal aprueba el Acuerdo y usted no se ha excluido como se describe anteriormente, estará sujeto al Acuerdo y se le prohibirá, de manera permanente, demandar a Monsanto u otras entidades (según se detalla en el Acuerdo) por las reclamaciones eximidas en el Acuerdo. Esto se aplica ya sea que actualmente conozca la existencia de tales reclamaciones o que no las conozca.

A continuación se encuentran las reclamaciones a las que renunciará:

A partir de la Fecha de Entrada en Vigencia, se considerará que cada uno de los Miembros del Colectivo, y por imperio del fallo, habrá liberado, renunciado y eximido para siempre, y se habrá comprometido a no demandar, a las Partes Eximidas de todas y cada una de las Reclamaciones (con la excepción de las Reclamaciones por Daños Personales y las Reclamaciones por Supervisión Médica), ya sean conocidas o desconocidas, maduras o no maduras, declaradas o no declaradas, latentes o patentes, en derecho o en equidad, existentes bajo la ley federal o estatal, independientemente de la teoría legal o la reparación reclamada, que cualquier Miembro del Colectivo tenga o pueda tener en el futuro contra cualquier Parte Exonerada que surja de o esté relacionada de alguna manera con los mismos fundamentos de hecho que la Acción, incluyendo:

- cualquier declaración supuestamente falsa, engañosa, incompleta o inexacta, o cualquier supuesta omisión, con respecto a la supuesta carcinogenicidad, toxicidad, genotoxicidad, efectos endocrinos perturbadores o cualquier otro supuesto efecto sobre la salud de los Productos o cualquier ingrediente o componente de los mismos, incluidos, entre otros, el glifosato (ya sea que dicha declaración o supuesta omisión con respecto a un ingrediente o componente de los mismos se haga específicamente con respecto a los Productos, con respecto al ingrediente o componente del mismo por separado, o con respecto a otros productos), o cualquier declaración científica o debate sobre el mismo;
- cualquier presunto incumplimiento de contrato o incumplimiento de garantía que surja de o esté relacionado con la supuesta carcinogenicidad, toxicidad, genotoxicidad, efectos disruptores endocrinos o cualquier otro supuesto efecto sobre la salud de los Productos o cualquier ingrediente o componente de los mismos, incluidos, entre otros, el glifosato, o cualquier afirmación científica o debate con respecto al mismo; o
- cualquier otra supuesta pérdida o lesión económica (que no sean las pérdidas o lesiones económicas incluidas en las definiciones de Reclamaciones por Lesiones Personales o Reclamaciones de Monitoreo Médico) supuestamente sufrida o infligida a cualquier Miembro de la Clase debido a o relacionada con la supuesta carcinogenicidad, toxicidad, genotoxicidad, efectos disruptivos endocrinos o cualquier otro supuesto efecto sobre la salud de los Productos o cualquier ingrediente o componente de los mismos, incluyendo, pero no limitado a, glifosato, o cualquier afirmación científica o debate con respecto al mismo.

Colectivamente, lo anterior son “Reclamaciones Emitidas en Clase”. Para evitar dudas, este comunicado no libera ningún Reclamo por Lesiones Personales o Reclamos de Monitoreo Médico. En la medida en que cualquier acción o procedimiento incluya tanto Reclamaciones por Daños Personales o Reclamaciones por Monitoreo Médico como Reclamaciones que, de otro modo, serían eximidas por este Acuerdo, las Reclamaciones por Daños Personales y/o las Reclamaciones por Monitoreo Médico no se considerarán eximidas, pero sí las otras Reclamaciones. A modo de ejemplo, si un Miembro de la Clase presentó una acción afirmando que compró y usó productos Roundup® que no advirtieron sobre un supuesto riesgo de linfoma no Hodgkin y que esto les causó desarrollar linfoma no Hodgkin, y trató de recuperar daños por su lesión física, por salarios perdidos y por facturas médicas, ni esa Reclamación por Lesiones Personales ni los daños relacionados (incluidos los daños económicos, como salarios perdidos o facturas médicas) serían liberados por este Acuerdo. Para evitar más dudas, esta exención se aplicará a las Reclamaciones (que no sean Reclamaciones por Lesiones Personales y Reclamaciones de Monitoreo Médico) que surjan de, resulten de, o de alguna manera relacionadas con o en relación con la compra o el uso de los Productos por parte de un Miembro de la Clase en el pasado, presente o futuro.

“Reclamaciones” significa reclamaciones pasadas, presentes y futuras, reconveniciones, acciones, derechos, recursos, causas de acción, responsabilidades, demandas, demandas, daños, pérdidas, pagos, sentencias, veredictos, deudas, cuotas, sumas de dinero, gravámenes, costos y gastos (incluidos, entre otros, honorarios y costos de abogados), cuentas, ajustes de cuentas, facturas, convenios, contratos, controversias, acuerdos, obligaciones o promesas, incluyendo cualquiera de los anteriores para una reparación equitativa o cautelar, daños directos, daños indirectos, daños consecuentes, daños incidentales, daños punitivos o ejemplares, daños o sanciones múltiples legales y de otro tipo, o cualquier otra forma de daños o alivio de cualquier tipo, y ya sea basado en incumplimiento de contrato, garantía o pacto, agravio, negligencia, responsabilidad estricta, negligencia grave, imprudencia, conducta deliberada o sin sentido, malicia, opresión, desprecio consciente, responsabilidad solidaria, garantía, contribución, reembolso, subrogación, indemnización, defecto, falta de advertencia, culpa, tergiversación, fraude de derecho consuetudinario, fraude legal al consumidor, quantum meruit, incumplimiento del deber fiduciario, violación de estatutos o reglamentos administrativos, y / o cualquier otro legal (incluido el derecho consuetudinario), extranjero, estatutario, equitativo u otra teoría o derecho de acción, ya sea en la ley o en la equidad, fijo, contingente o no contingente, conocido o desconocido, descubierto o no descubierto, sospechoso o insospechado, previsto o imprevisto, maduro o no maduro, devengado o no vencido, madurado o no madurado, perfeccionado o no perfeccionado, elegido o incoado, desarrollado o no desarrollado, liquidado o no liquidado, ahora reconocido por la ley o que pueda ser creado o reconocido en el futuro por ley, reglamento o decisión judicial o de cualquier otra manera, y ya sea de naturaleza directa, representativa, derivada, de clase o individual, en cualquier foro que cualquier Persona haya tenido, tenga o pueda tener en el futuro.

“Reclamaciones de monitoreo médico” significará Reclamaciones que buscan requerir, o recuperar daños que ascienden a los costos de, monitoreo médico o detección de posibles lesiones físicas o enfermedades de una persona física. Se contempla expresamente que una causa de acción podría incluir tanto Reclamaciones que son Reclamaciones de Monitoreo Médico como Reclamaciones que no son Reclamaciones de Monitoreo Médico.

“Monsanto” significa Monsanto Company y Bayer AG y todos y cada uno de sus respectivos pasados, presentes o futuros, directos o indirectos, predecesores, sucesores, matrices, subsidiarias,

afiliadas y divisiones; y cualquier funcionario pasado, presente o futuro, director, accionista, propietario, empleado, socio, fideicomisario, representante, agente, sirviente, asegurador, abogado, predecesor, sucesor o cesionario de cualquiera de los anteriores.

“Reclamaciones por lesiones personales” significará Reclamaciones que hacen valer el derecho a recuperar daños por la lesión física o enfermedad real de una persona física o que buscan recuperar daños compensatorios, punitivos o ejemplares, o honorarios de abogados, presuntamente resultantes o derivados de la lesión física o enfermedad real de una persona física, incluyendo, por ejemplo, reclamaciones por dolor o sufrimiento mental o físico; daño emocional o mental; pérdida del disfrute de la vida; pérdida de salarios, ingresos, ganancias o capacidad de ganancia; gastos médicos; facturas de médicos, hospitales, enfermería o medicamentos; pérdida de apoyo, servicios, consorcio, compañerismo, sociedad o afecto; daños a las relaciones familiares; y muerte por negligencia y acciones de supervivencia. Se contempla expresamente que una causa de acción podría incluir tanto Reclamaciones que son Reclamaciones por Daños Personales como Reclamaciones que no son Reclamaciones por Daños Personales.

“Partes relacionadas” significa los fabricantes pasados, presentes y futuros, formuladores, distribuidores, agentes de marketing, comisionistas, revendedores, minoristas, investigadores clínicos, agentes, licenciarios, contratistas, empresas conjuntas, empresas conjuntas y consultores de o con respecto a los Productos, y todos y cada uno de los proveedores pasados, presentes o futuros de materiales, componentes y servicios utilizados en el desarrollo, registro, formulación, fabricación, distribución, manejo, venta o comercialización de los Productos, incluido el etiquetado y empaquetado de los mismos, y todos y cada uno de sus respectivos pasados, presentes o futuros, directos o indirectos, predecesores, sucesores, matrices, subsidiarias, Afiliadas, divisiones, empresas conjuntas y empresas conjuntas; y cualquier funcionario pasado, presente o futuro, director, accionista, propietario, empleado, socio, fideicomisario, representante, agente, sirviente, asegurador, abogado, predecesor, sucesor o cesionario de cualquiera de los anteriores.

“Personas Eximidas” significa, respectivamente, Monsanto; Scotts; cualquier distribuidor y/o minorista de los Productos; Partes Relacionadas; cualquier Persona que actualmente, en el futuro o en el pasado, comercialice, anuncie, distribuya, venda o revenda los Productos y cualquier empresa matriz pasada, actual o futura (incluidas las matrices intermedias y las matrices finales) y filiales, afiliados, predecesores, sucesores y cesionarios, y cada uno de sus respectivos funcionarios, directores, empleados, agentes, miembros, franquiciados, franquiciadores, abogados, aseguradores, accionistas, representantes, herederos, administradores, albaceas, sucesores y cesionarios pasados, presentes o futuros; y cualquier otra persona que actúe en nombre de Monsanto, Scotts o cualquier otra Persona Eximida.

“Minoristas” significa cualquier persona o entidad que haya ofrecido, ofrezca actualmente o pueda ofrecer en el futuro los Productos para su venta o reventa (incluyendo, sin limitación, los distribuidores mayoristas, los distribuidores de marca propia y todos los minoristas y distribuidores minoristas), y todos y cada uno de sus respectivos predecesores, sucesores, matrices, subsidiarias, filiales y divisiones pasadas, presentes o futuras, directas o indirectas; y cualquier funcionario, director, accionista, propietario, empleado, socio, fideicomisario, representante, agente, servidor, asegurador, abogado, predecesor, sucesor o cesionario de cualquiera de los anteriores. “Minoristas” incluirá, pero no se limita a, Ace Hardware Corporation; Costco Wholesale

Corporation; Home Depot U.S.A., Inc.; The Home Depot, Inc.; Lowe's Companies, Inc.; Lowe's Home Centers, LLC; Target Corporation; Walmart Inc. y Wal-Mart Stores, Inc, y todos y cada uno de sus respectivos predecesores, sucesores, matrices, filiales, afiliados y divisiones pasadas, presentes o futuras, directas o indirectas; y cualquier funcionario, director, accionista, propietario, empleado, socio, fiduciario, representante, agente, servidor, asegurador, abogado, predecesor, sucesor o cesionario de cualquiera de los anteriores.

Además, se considerará que cada Miembro de la Clase ha renunciado y renunciado a los derechos y beneficios disponibles para ellos bajo la sección 1542 del Código Civil de California.

La Sección 1542 estipula:

“Una exención general no se extiende a las reclamaciones que el acreedor no sabe o sospecha que existen a su favor en el momento de ejecutar la exención, la cual, de ser conocida, debe haber afectado materialmente su acuerdo con el deudor.”

A pesar de la Sección 1542 del Código Civil de California o de cualquier otro estatuto federal o estatal o precepto de ley de efecto similar, este Acuerdo tendrá plena vigencia y efecto de acuerdo con todos y cada uno de sus términos y disposiciones expresados, incluidos los relacionados con cualquier reclamación, responsabilidad, demanda o fundamento de la demanda ya sea desconocido o no sospechado, que se basen, surjan o estén relacionadas de alguna manera con la Acción.

Apéndice 3**Lista de Períodos de la Demanda Colectiva Aplicables para Cada Estado o Territorio**

Estado o Territorio	Comienzo del período de clase
Alabama	Febrero 2017
Alaska	Febrero 2017
Samoa Americana	Febrero 2018
Arizona	Febrero 2017
Arkansas	Febrero 2016
California	Agosto 2015
Colorado	Febrero 2018
Connecticut	Febrero 2016
Delaware	Febrero 2017
Distrito de Columbia	Febrero 2017
Florida	Febrero 2016
Georgia	Octubre 2016
Guam	Agosto 2016
Hawái	Febrero 2017
Idaho	Febrero 2017
Illinois	Febrero 2017
Indiana	Febrero 2017
Iowa	Febrero 2017
Kansas	Diciembre 2015
Kentucky	Febrero 2017
Luisiana	Febrero 2017
Maine	Febrero 2015
Maryland	Agosto 2016
Massachusetts	Octubre 2016
Michigan	Octubre 2014
Minesota	Diciembre 2013
Misisipi	Febrero 2015
Misuri	Agosto 2014
Montana	Febrero 2017
Nebraska	Febrero 2017
Nevada	Octubre 2016
Nueva Hampshire	Febrero 2017
Nueva Jersey	Noviembre 2014
Nuevo México	Febrero 2017
Nueva York	Junio 2011
Carolina del Norte	Febrero 2017
Dakota del Norte	Febrero 2015
Islas Marianas del Norte	Febrero 2015

Estado o Territorio	Comienzo del período de clase
Ohio	Febrero 2017
Oklahoma	Noviembre 2015
Oregón	Noviembre 2015
Pensilvania	Febrero 2015
Puerto Rico	Diciembre 2019
Rhode Island	Febrero 2017
Carolina del Sur	Febrero 2015
Dakota del Sur	Febrero 2017
Tennessee	Febrero 2017
Texas	Marzo 2016
Utah	Febrero 2016
Vermont	Noviembre 2013
Islas Vírgenes	Febrero 2015
Virginia	Septiembre 2016
Washington	Febrero 2017
Virginia Occidental	Febrero 2017
Wisconsin	Febrero 2015
Wyoming	Febrero 2017

Gilmore v. Monsanto Company
c/o Postlethwaite & Netterville
PO Box 4208
Baton Rouge, LA 70821

**Your Claim Form Must Be
Submitted On or Before
10/19/2022**

Gilmore et al. v. Monsanto Company et al.

United States District Court for the Northern District of California (Case No. 3:21-cv-8159)

CLAIM FORM INSTRUCTIONS

Please follow the instructions below to file a claim for any purchases you made of certain Roundup®, HDX®, or Ace® brand glyphosate based weed-killer products (the "Roundup Products"). A complete list of eligible Products is available in Appendix A of this Claim Form.

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED (*) INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT www.WeedKillerAdSettlement.com.

CLASS MEMBERS WILL RETAIN THEIR RIGHT TO SUE IF THEY CURRENTLY HAVE, OR LATER DEVELOP, CANCER OR ANY OTHER ILLNESS OR INJURY FROM EXPOSURE TO THE PRODUCTS

Section I: Claimant Information

1. **Claimant Information:** Complete all fields in Section I. Please be sure to only enter one letter/character in each box as needed.

Section II: Purchase History

General Instructions: Before entering your purchase details in Section II, please review the product code table in **Appendix A** on page 3 of this Claim Form and the purchase location and threshold values on page 4 of this Claim Form. Detailed instructions regarding these two tables are included below.

2. **Find Your Product Code in Appendix A of this Claim Form:** A list of all eligible products is included in **Appendix A** on page 3 of this Claim Form. Review these products carefully to identify each product you purchased and use the four-digit Product Code when you enter your purchases in Section II.
3. **Determine Your Eligible Purchase (Class) Period:** To determine if your purchases were made during the eligible purchase period for this settlement, please refer to **Appendix B** on page 4 of this Claim Form. You will first need to locate the state(s) where your purchases were made, then review the Eligible Purchase Period for those states to determine if your purchases were made in the eligible purchase period. If you claim any purchases prior to the start of the eligible purchase period, those purchases will be deemed ineligible and not approved for recovery within this settlement.
4. **Enter Purchase History Details:** Once you have reviewed the eligible purchase period and Product Code(s) for your purchases, you must enter the details for each purchase you made for eligible product(s). For each purchase transaction, you must enter the name of the retail location where the purchase was made, the city and state where the retailer was located, the year the purchase was made, the quantity purchased, and the Product Code related to the product you purchased. Repeat this step for each purchase transaction you are claiming. An example has been included in Section II to assist you.
5. **Provide Supporting Documentation:** You must provide documentation showing proof of purchase if you are:
 - a. claiming purchases of 1 Gal. Roundup® Weed and Grass Killer Super Concentrate, 2.5 Gal. Roundup® Pro Concentrate, and/or 2.5 Gal. HDX® Weed & Grass Killer Concentrate will require reasonable proof of purchase; OR
 - b. claiming more than 1 purchase a year per household for any of the other eligible Products during the eligible class period based on the state of purchase.

The total allowable purchases that can be claimed without providing documentation are listed in **Appendix B** on page 4 of this claim form. If you exceed the limits outlined within **Appendix B**, you must provide copies of documentation supporting each purchase claimed on this claim form. *If the documentation provided does not adequately support the quantity of purchases claimed, you may be required to provide additional information or your claim may be reduced or denied by the Claims Administrator.* Please include copies of the supporting documentation along with completed claim form that is mailed to the Claims Administrator.

Section III: Certification

6. **Sign and Submit Your Claim Form:** Once you have completed Sections I and II of this claim form, you must sign and date the certification section of this Claim Form for your claim to be valid. After you have completed this step, you must return the completed Claim Form to the Claims Administrator at the address located at the top of this page. **Your claim must be postmarked no later than October 19, 2022.**

Please keep a copy of your Claim Form for your records.

United States District Court for the Northern District of California (Case No. 3:21-cv-8159)

CLAIM FORM

CLAIM SUBMISSION DEADLINE: 10/19/2022

Section I: Claimant Information

First Name*

Last Name* Suffix

Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)*

City* State* Zip Code*

Email Address*

() -

Current Phone Number

Were the Roundup Products you purchased primarily used at the address indicated above?
 If No, please provide the address where the products were primarily used below. Yes No

Address Where Products Were Primarily Used

City State Zip Code

Section II: Purchase History

Provide the following information regarding purchases of Roundup Products you made during the Class Period.

Supporting Documentation Requirements: Absent actual proof of purchase, claims are limited to a maximum of one (1) Product for each year or partial year within the Class Period. However, all claims purchases of 1 Gal. Roundup® Weed and Grass Killer Super Concentrate, 2.5 Gal. Roundup® Pro Concentrate, and/or 2.5 Gal. HDX® Weed & Grass Killer Concentrate will require reasonable proof of purchase. There are no purchase limits for products for which Proof of Purchase is provided. See **Appendix B** on page 4 of this claim form for additional information on product purchase limits.

	Retail Location of Purchase*	State of Purchase*	City of Purchase*	Product Code* (Appendix A)	Year of Purchase* (Appendix B)	Quantity Purchased*
Ex.	Home Depot	C A	Sacramento	U 0 2 4	2 0 1 7	0 2
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If more space is necessary, you may also attach a separate sheet or complete your claim form online.

Section III: Certification

I declare, under penalty of perjury, that all of the information on this claim form is true and correct to the best of my knowledge. I understand that my claim from may be subject to audit, verification, and Court review.

Signature*: _____

Date*: / /

FOR MORE INFORMATION, VISIT www.WeedKillerAdSettlement.com or CALL 1-833-749-1489

**It is your responsibility to notify the Claims Administrator of any changes to your contact information after the submission of your Claim Form.*

Appendix A
Product Codes

Sample Images	Product Code	Product Description
	G005	5 oz. Roundup® Precision Gel Weed and Grass Killer
	F016	16 oz. Roundup® Weed and Grass Killer Sure Shot Foam
	F022	22 oz. Roundup® Weed and Grass Killer Sure Shot Foam
	U024	24 oz. Roundup® Ready-to-Use Weed and Grass Killer
	U030	30 oz. Roundup® Ready-to-Use Weed and Grass Killer
	U064	0.5 gal. (64 oz.) Roundup® Ready-to-Use Weed and Grass Killer
	U128	1 gal. Roundup® Ready-to-Use Weed and Grass Killer (all applicator types)
	U140	1.1 gal. Roundup® Ready-to-Use Weed & Grass Killer (all applicator types)
	U160	1.25 gal. Roundup® Ready-to-Use Weed and Grass Killer (all applicator types)
	U170	1.33 gal. Roundup® Ready-to-Use Weed & Grass Killer (all applicator types)
	E024	24 oz. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer
	E032	32 oz. Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer
	E064	0.5 gal. (64 oz.) Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer
	E128	1 gal. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer
	E140	1.1 gal. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer (all applicator types)
	E160	1.25 gal. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer (all applicator types)
	E170	1.33 gal. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer (all applicator types)
	CE16	16 oz. Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer
	CP16	Combination pack - 1.33 gal. Roundup® Extended Control Weed & Grass Killer Plus Weed Preventer and 16 oz. Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer.
	P024	24 oz. Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer
	P032	32 oz. Roundup® Concentrate Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer
	P128	1 gal. Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer
	P170	1.33 gal. Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer
	M032	32 oz. Roundup® Concentrate Max Control 365
	M160	1.25 gal. Roundup® Ready-to-Use Max Control 365 (all applicator types)
	M170	1.33 gal. Roundup® Ready-to-Use Max Control 365 (all applicator types)
	CP8C	Combination pack - 1.33 gal. Roundup® Ready-to-Use Max Control 365 and 8 oz. Roundup® Concentrate Max Control 365.
	C306	3-pack - 6 oz. Roundup® Weed & Grass Killer Concentrate Plus
	C016	16 oz. Roundup® Weed & Grass Killer Concentrate Plus
	C032	32 oz. Roundup® Weed and Grass Killer Concentrate Plus
	C035	35.2 oz. Roundup® Weed and Grass Killer Concentrate Plus
	C036	36.8 oz. Roundup® Weed & Grass Killer Concentrate Plus
	C040	40 oz. Roundup® Weed & Grass Killer Concentrate Plus
	C064	0.5 gal. (64 oz.) Roundup® Concentrate Plus Weed & Grass Killer
	C080	80 oz. Roundup® Weed & Grass Killer Concentrate Plus
	C280	2-pack - 80 oz. Roundup® Weed & Grass Killer Concentrate Plus
	CP27	Combination Pack - 1.33 gal Roundup® Ready-to-Use Weed & Grass Killer and 2x7 oz. Roundup® Weed & Grass Killer Concentrate Plus
	C320	2.5 gal. Roundup® Pro Concentrate
	CP8S	Combination Pack - 1.33 gal. Roundup® Ready-to-Use Weed & Grass Killer and 8 oz. Roundup® Weed & Grass Killer Super Concentrate
	S035	35.2 oz. Roundup® Weed & Grass Killer Super Concentrate
S053	0.42 gal. Roundup® Weed & Grass Killer Super Concentrate	
S064	0.5 gal. (64 oz.) Roundup® Weed & Grass Killer Super Concentrate	
S128	1 gal. Roundup® Weed & Grass Killer Super Concentrate	
	A024	24 oz. Ace® Ready-to-Use Weed & Grass Killer
	A032	32 oz. Ace® Concentrate Weed & Grass Killer
	A128	1 gal. Ace® Ready-to-Use Weed & Grass Killer
	A901	1 gal. Ace® Ready-to-Use Weed & Grass Killer with battery-operated sprayer
	A800	1 gal. Ace® Concentrate Weed & Grass Killer
	H032	32 oz. HDX® Concentrate Weed & Grass Killer
	H064	0.5 gal. HDX® Concentrate Weed & Grass Killer
	H320	2.5 gal. HDX Concentrate Weed & Grass Killer

Appendix B**Eligible Purchase (Class) Periods and Proof of Purchase Requirements**

State or Territory of Purchase	State Abbreviation	Eligible Purchase (Class) Period	Maximum Units Eligible without Proof of Purchase* (See Note below for list of Roundup Products that require proof of purchase)
Alabama	AL	February 2017 - Present	6
Alaska	AK	February 2017 - Present	6
American Samoa	AS	February 2018 - Present	5
Arizona	AZ	February 2017 - Present	6
Arkansas	AR	February 2016 - Present	7
California	CA	August 2015 - Present	8
Colorado	CO	February 2018 - Present	5
Connecticut	CT	February 2016 - Present	7
Delaware	DE	February 2017 - Present	6
District of Columbia	DC	February 2017 - Present	6
Florida	FL	February 2016 - Present	7
Georgia	GA	October 2016 - Present	6
Guam	GU	August 2016 - Present	7
Hawaii	HI	February 2017 - Present	6
Idaho	ID	February 2017 - Present	6
Illinois	IL	February 2017 - Present	6
Indiana	IN	February 2017 - Present	6
Iowa	IA	February 2017 - Present	6
Kansas	KS	December 2015 - Present	7
Kentucky	KY	February 2017 - Present	6
Louisiana	LA	February 2017 - Present	6
Maine	ME	February 2015 - Present	8
Maryland	MD	August 2016 - Present	7
Massachusetts	MA	October 2016 - Present	6
Michigan	MI	October 2014 - Present	8
Minnesota	MN	December 2013 - Present	9
Mississippi	MS	February 2015 - Present	8
Missouri	MO	August 2014 - Present	9
Montana	MT	February 2017 - Present	6
Nebraska	NE	February 2017 - Present	6
Nevada	NV	October 2016 - Present	6
New Hampshire	NH	February 2017 - Present	6
New Jersey	NJ	November 2014 - Present	8
New Mexico	NM	February 2017 - Present	6
New York	NY	June 2011 - Present	12
North Carolina	NC	February 2017 - Present	6
North Dakota	ND	February 2015 - Present	8
Northern Mariana Islands	MP	February 2015 - Present	8
Ohio	OH	February 2017 - Present	6
Oklahoma	OK	November 2015 - Present	7
Oregon	OR	November 2015 - Present	7
Pennsylvania	PA	February 2015 - Present	8
Puerto Rico	PR	December 2019 - Present	3
Rhode Island	RI	February 2017 - Present	6
South Carolina	SC	February 2015 - Present	8
South Dakota	SD	February 2017 - Present	6
Tennessee	TN	February 2017 - Present	6
Texas	TX	March 2016 - Present	7
Utah	UT	February 2016 - Present	7
Vermont	VT	November 2013 - Present	9
Virgin Islands	VI	February 2015 - Present	8
Virginia	VA	September 2016 - Present	6
Washington	WA	February 2017 - Present	6
West Virginia	WV	February 2017 - Present	6
Wisconsin	WI	February 2015 - Present	8
Wyoming	WY	February 2017 - Present	6

* **Note:** All claimed purchases of 1 Gal. Roundup® Weed and Grass Killer Super Concentrate, 2.5 Gal. Roundup® Pro Concentrate, and/or 2.5 Gal. HDX® Weed & Grass Killer Concentrate will require reasonable proof of purchase.

Gilmore v. Monsanto Company
c/o Postlethwaite & Netterville
PO Box 4208
Baton Rouge, LA 70821

**Su formulario de reclamo debe ser
presentado a más tardar el
19/10/2022**

Gilmore et al. v. Monsanto Company et al.

Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California (Caso n.º 3:21-cv-8159)

INSTRUCCIONES DEL FORMULARIO DE RECLAMACIÓN

Siga las instrucciones a continuación para presentar un reclamo por cualquier compra que haya realizado de ciertos productos herbicidas a base de glifosato de la marca Roundup®, HDX® o Ace® (los "Productos Roundup"). Una lista completa de productos elegibles está disponible en el Apéndice A de este Formulario de Reclamación.

PARA RECIBIR LOS BENEFICIOS DE ESTE ACUERDO, DEBERÁ INDICAR TODA LA INFORMACIÓN REQUERIDA (*) A CONTINUACIÓN Y DEBERÁ FIRMAR ESTE FORMULARIO DE RECLAMACIÓN. DEBE USAR ESTE FORMULARIO DE RECLAMACIÓN SOLO SI ENVIARÁ POR CORREO SU RECLAMACIÓN Y NO LA PRESENTARÁ EN LÍNEA. **USTED TAMBIÉN PUEDE PRESENTAR SU RECLAMO EN LÍNEA EN www.WeedKillerAdSettlement.com.**

LOS MIEMBROS DE LA CLASE CONSERVARÁN SU DRECHO A DEMANDAR SI, ACTUALMENTE, TIENEN, O MÁS TARDE DESARROLLAN, CÁNCER O CUALQUIER OTRA ENFERMEDAD O LESIÓN DERIVADA DE LA EXPOSICIÓN A LOS PRODUCTOS.

Sección I: Información del Demandante

1. **Información del Demandante:** Complete todos los campos en la Sección I. Asegúrese de ingresar solo una letra/carácter en cada casilla según sea necesario.

Sección II: Historial de Compras

Instrucciones generales: Antes de ingresar los detalles de su compra en la Sección II, revise la tabla de códigos de productos en el **Apéndice A** en la página 3 de este Formulario de Reclamación y la ubicación de la compra y los valores de umbral en la página 4 de este Formulario de Reclamación. Las instrucciones detalladas referentes a estas dos tablas se incluyen a continuación.

2. **Encuentre su Código de Producto en el Apéndice A de este Formulario de Reclamación:** se incluye una lista de todos los productos elegibles en el **Apéndice A** en la página 3 de este Formulario de Reclamación. Revise estos productos cuidadosamente para identificar cada producto que usted compró y use el Código de Producto de cuatro dígitos cuando ingrese sus compras en la Sección II.
3. **Determine su Período de Compra (Colectivo) elegible:** Para determinar si sus compras se realizaron durante el período de compra elegible para este Acuerdo, consulte el **Apéndice B** en la página 4 de este Formulario de Reclamación. Primero deberá ubicar los estados donde se realizaron sus compras, luego revisar el Período de Compra Elegible para esos estados a fin de determinar si sus compras se realizaron en el período de compra elegible. Si reclama alguna compra previa al inicio del período de compra elegible, esas compras se considerarán no elegibles y no se aprobarán para su restitución dentro de este Acuerdo.
4. **Ingrese los detalles del historial de compras:** Una vez que haya revisado el período de compra elegible y los Códigos de Productos para sus compras, debe ingresar los detalles de cada compra que realizó para los productos elegibles. Para cada transacción de compra, debe ingresar el nombre de la ubicación del comercio minorista donde se realizó la compra, la ciudad y el estado donde se encontraba el minorista, el año en que se realizó la compra, la cantidad comprada y el Código de Producto relacionado con el producto que compró. Repita este paso para cada transacción de compra que está reclamando. Se ha incluido un ejemplo en la Sección II para ayudarle.
5. **Brinde documentación de respaldo:** debe proporcionar documentación que muestre un comprobante de compra si está:
 - a. reclamando compras de 1 Gal. Weed & Grass Killer Super Concentrate de Roundup®, 2.5 gal. Pro Concentrate de Roundup®, y/o 2.5 gal. Weed & Grass Killer Concentrate de HDX® requerirá una prueba razonable de compra, O
 - b. reclamar más de 1 compra al año por hogar para cualquiera de los otros productos elegibles durante el período de la demanda elegible según el estado de compra.

El total de compras permisibles que se pueden reclamar sin proporcionar documentación se enumeran en el **Apéndice B** en la página 4 de este Formulario de Reclamación. Si excede los límites descritos en el **Apéndice B**, debe proporcionar copias de la documentación que respalda cada compra reclamada en este Formulario de Reclamación. Si la documentación proporcionada no respalda adecuadamente la cantidad de compras reclamadas, es posible que se le solicite que proporcione información adicional o el Administrador de Reclamaciones puede reducir o rechazar su reclamación. Incluya copias de la documentación de respaldo junto con el Formulario de Reclamación completo que se envía por correo al Administrador de Reclamaciones.

Sección III: Certificación

6. **Firme y envíe su Formulario de Reclamación:** una vez que haya completado las Secciones I y II de este Formulario de Reclamación, debe firmar y fechar la sección de certificación de este Formulario de Reclamación para que su reclamación sea válida. Luego de completar este paso, debe devolver el Formulario de Reclamación completo al Administrador de la Reclamación a la dirección que se encuentra en la parte superior de esta página. **Su reclamación debe ser enviada con sello postal a más tardar el 19 de octubre de 2022.**
Conserve una copia de su Formulario de Reclamación para sus registros.

Gilmore et al. v. Monsanto Company et al.

Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California (Caso n.º 3:21-cv-8159)

FORMULARIO DE RECLAMO
FECHA LÍMITE DE PRESENTACIÓN DE RECLAMOS: 19/10/2022

Sección I: Información del Demandante

Primer nombre*

Apellido* Sufijo

Dirección postal: dirección/P.O. Box (incluya el número de apartamento/oficina/piso)

Ciudad* Estado* Código postal*

Dirección de correo electrónico*

Número de teléfono actual () -

¿Los productos Roundup® que compró se utilizaron principalmente en la dirección indicada anteriormente? Si su respuesta es No, brinde la dirección donde se utilizaron principalmente los productos a continuación. Sí No

Dirección donde se usaron principalmente los productos

Ciudad Estado Código postal

Sección II: Historial de Compras

Proporcione la siguiente información referente a las compras de productos Roundup® que realizó durante el Periodo de la Demanda Colectiva.

Requisitos de documentación de respaldo: A falta de prueba de compra real, las reclamaciones se limitan a un máximo de un (1) Producto por cada año o año parcial dentro del Periodo de la Clase. Sin embargo, todas las reclamaciones de compras de 1 Gal. Weed & Grass Killer Super Concentrate de Roundup®, 2.5 gal. Pro Concentrate de Roundup®, y/o 2.5 gal. Weed & Grass Killer Concentrate de HDX® requerirá una prueba razonable de compra. No hay límites de compra para productos para los cuales se proporciona un Comprobante de Compra. Consulte el **Apéndice B** en la página 4 de este Formulario de Reclamación para obtener información adicional sobre los límites de compra de productos.

	Ubicación del Comercio Minorista de la Compra*	Estado de la Compra*	Ciudad de la Compra*	Producto Código* (Apéndice A)	Año de compra* (Apéndice B)	Cantidad Comprada*
Ej.	Home Depósito	C A	Sacramento	U 0 2 4	2 0 1 7	0 2
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Si necesita espacio adicional, también puede adjuntar una hoja separada o completar su Formulario de Reclamación en línea.

Sección III: Certificación

Declaro, bajo pena de perjurio, que toda la información en este Formulario de Reclamación es auténtica y correcta a mi leal saber y entender. Entiendo que mi reclamación puede estar sujeta a auditoría, verificación y revisión por parte del Tribunal.

Firma*: _____

Fecha*: / /

PARA OBTENER MÁS INFORMACIÓN, VISITE www.WeedKillerAdSettlement.com o LLAME AL 1-833-749-1489

**Es su responsabilidad notificar al Administrador de la Reclamación sobre cualquier cambio en su información de contacto después de enviar su Formulario de Reclamación.*

Apéndice A
Códigos de Producto

Imágenes de Muestra	Código de Producto	Descripción del producto
	G005	5 oz. Roundup® Precision Gel Weed and Grass Killer
	F016	16 oz. Roundup® Weed and Grass Killer Sure Shot Foam
	F022	22 oz. Roundup® Weed and Grass Killer Sure Shot Foam
	U024	24 oz. Roundup® Ready-to-Use Weed and Grass Killer
	U030	30 oz. Roundup® Ready-to-Use Weed and Grass Killer
	U064	0.5 gal. (64 oz.) Roundup® Ready-to-Use Weed and Grass Killer
	U128	1 gal. Roundup® Ready-to-Use Weed and Grass Killer (todos los tipos de aplicadores)
	U140	1.1 gal. Roundup® Ready-to-Use Weed & Grass Killer (todos los tipos de aplicadores)
	U160	1.25 gal. Roundup® Ready-to-Use Weed and Grass Killer (todos los tipos de aplicadores)
U170	1.33 gal. Roundup® Ready-to-Use Weed & Grass Killer (todos los tipos de aplicadores)	
	E024	24 oz. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer
	E032	32 oz. Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer
	E064	0.5 gal. (64 oz.) Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer
	E128	1 gal. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer
	E140	1.1 gal. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer (todos los tipos de aplicadores)
	E160	1.25 gal. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer (todos los tipos de aplicadores)
	E170	1.33 gal. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer (todos los tipos de aplicadores)
	CE16	16 oz. Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer
	CP16	Combination pack – 1.33 gal. Roundup® Extended Control Weed & Grass Killer Plus Weed Preventer and 16 oz. Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer.
	P024	24 oz. Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer
	P032	32 oz. Roundup® Concentrate Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer
	P128	1 gal. Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer
	P170	1.33 gal. Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer
	M032	32 oz. Roundup® Concentrate Max Control 365
	M160	1.25 gal. Roundup® Ready-to-Use Max Control 365 (todos los tipos de aplicadores)
	M170	1.33 gal. Roundup® Ready-to-Use Max Control 365 (todos los tipos de aplicadores)
	CP8C	Combination pack – 1.33 gal. Roundup® Ready-to-Use Max Control 365 and 8 oz. Roundup® Concentrate Max Control 365.
	C306	3-pack – 6 oz. Roundup® Weed & Grass Killer Concentrate Plus
	C016	16 oz. Roundup® Weed & Grass Killer Concentrate Plus
	C032	32 oz. Roundup® Weed and Grass Killer Concentrate Plus
	C035	35.2 oz. Roundup® Weed and Grass Killer Concentrate Plus
	C036	36.8 oz. Roundup® Weed & Grass Killer Concentrate Plus
	C040	40 oz. Roundup® Weed & Grass Killer Concentrate Plus
	C064	0.5 gal. (64 oz.) Roundup® Concentrate Plus Weed & Grass Killer
	C080	80 oz. Roundup® Weed & Grass Killer Concentrate Plus
	C280	2-pack – 80 oz. Roundup® Weed & Grass Killer Concentrate Plus
	CP27	Combination Pack – 1.33 gal Roundup® Ready-to-Use Weed & Grass Killer and 2x7 oz. Roundup® Weed & Grass Killer Concentrate Plus
	C320	2.5 gal. Roundup® Pro Concentrate
	CP8S	Combination Pack – 1.33 gal. Roundup® Ready-to-Use Weed & Grass Killer and 8 oz. Roundup® Weed & Grass Killer Super Concentrate
	S035	35.2 oz. Roundup® Weed & Grass Killer Super Concentrate
S053	0.42 gal. Roundup® Weed & Grass Killer Super Concentrate	
S064	0.5 gal. (64 oz.) Roundup® Weed & Grass Killer Super Concentrate	
S128	1 gal. Roundup® Weed & Grass Killer Super Concentrate	
	A024	24 oz. Ace® Ready-to-Use Weed & Grass Killer
	A032	32 oz. Ace® Concentrate Weed & Grass Killer
	A128	1 gal. Ace® Ready-to-Use Weed & Grass Killer
	A901	1 gal. Ace® Ready-to-Use Weed & Grass Killer with battery-operated sprayer
	A800	1 gal. Ace® Concentrate Weed & Grass Killer
	H032	32 oz. HDX® Concentrate Weed & Grass Killer
	H064	0.5 gal. HDX® Concentrate Weed & Grass Killer
	H320	2.5 gal. HDX Concentrate Weed & Grass Killer

Apéndice B**Períodos de Compra (de la Demanda Colectiva) Elegibles y Requisitos de Comprobante de Compra**

Estado o Territorio de la compra	Abreviatura del Estado	Período de Compra (de la Demanda Colectiva) Elegible	Unidades máximas elegibles sin comprobante de compra* (Consulte la Nota a continuación para obtener una lista de productos Roundup que requieren prueba de compra)
Alabama	AL	Febrero 2017 - Actualidad	6
Alaska	AK	Febrero 2017 - Actualidad	6
Samoa Americana	AS	Febrero 2018 - Actualidad	5
Arizona	AZ	Febrero 2017 - Actualidad	6
Arkansas	AR	Febrero 2016 - Actualidad	7
California	CA	Agosto 2015 - Actualidad	8
Colorado	CO	Febrero 2018 - Actualidad	5
Connecticut	CT	Febrero 2016 - Actualidad	7
Delaware	DE	Febrero 2017 - Actualidad	6
Distrito de Columbia	DC	Febrero 2017 - Actualidad	6
Florida	FL	Febrero 2016 - Actualidad	7
Georgia	GA	Octubre 2016 - Actualidad	6
Guam	GU	Agosto 2016 - Actualidad	7
Hawaii	HI	Febrero 2017 - Actualidad	6
Idaho	ID	Febrero 2017 - Actualidad	6
Illinois	IL	Febrero 2017 - Actualidad	6
Indiana	IN	Febrero 2017 - Actualidad	6
Iowa	IA	Febrero 2017 - Actualidad	6
Kansas	KS	Diciembre 2015 - Actualidad	7
Kentucky	KY	Febrero 2017 - Actualidad	6
Louisiana	LA	Febrero 2017 - Actualidad	6
Maine	ME	Febrero 2015 - Actualidad	8
Maryland	MD	Agosto 2016 - Actualidad	7
Massachusetts	MA	Octubre 2016 - Actualidad	6
Michigan	MI	Octubre 2014 - Actualidad	8
Minnesota	MN	Diciembre 2013 - Actualidad	9
Mississippi	MS	Febrero 2015 - Actualidad	8
Missouri	MO	Agosto 2014 - Actualidad	9
Montana	MT	Febrero 2017 - Actualidad	6
Nebraska	NE	Febrero 2017 - Actualidad	6
Nevada	NV	Octubre 2016 - Actualidad	6
New Hampshire	NH	Febrero 2017 - Actualidad	6
Nueva Jersey	NJ	Noviembre 2014 - Actualidad	8
Nuevo Mexico	NM	Febrero 2017 - Actualidad	6
Nueva York	NY	Junio 2011 - Actualidad	12
Carolina del Norte	NC	Febrero 2017 - Actualidad	6
Dakota del Norte	ND	Febrero 2015 - Actualidad	8
Islas Marianas del Norte	MP	Febrero 2015 - Actualidad	8
Ohio	OH	Febrero 2017 - Actualidad	6
Oklahoma	OK	Noviembre 2015 - Actualidad	7
Oregon	OR	Noviembre 2015 - Actualidad	7
Pennsylvania	PA	Febrero 2015 - Actualidad	8
Puerto Rico	PR	Diciembre 2019 - Actualidad	3
Rhode Island	RI	Febrero 2017 - Actualidad	6
Carolina del Sur	SC	Febrero 2015 - Actualidad	8
Dakota del Sur	SD	Febrero 2017 - Actualidad	6
Tennessee	TN	Febrero 2017 - Actualidad	6
Texas	TX	Marzo 2016 - Actualidad	7
Utah	UT	Febrero 2016 - Actualidad	7
Vermont	VT	Noviembre 2013 - Actualidad	9
Islas Vírgenes	VI	Febrero 2015 - Actualidad	8
Virginia	VA	Septiembre 2016 - Actualidad	6
Washington	WA	Febrero 2017 - Actualidad	6
Virginia Occidental	WV	Febrero 2017 - Actualidad	6
Wisconsin	WI	Febrero 2015 - Actualidad	8
Wyoming	WY	Febrero 2017 - Actualidad	6

* **Nota:** Todas las compras reclamadas de 1 Gal. Weed & Grass Killer Super Concentrate de Roundup®, 2.5 gal. Pro Concentrate de Roundup®, y/o 2.5 gal. Weed & Grass Killer Concentrate de HDX® requerirá una prueba razonable de compra.



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Exhibit J: Claims by Product type



Claims By Product (as of November 28, 2022)

Scott Gilmore et al. v. Monsanto Company, et al. No.3:21-cv-8159 (N.D. Cal.)

Product	Per-Unit Payment	Total Products Claimed (#)	Value of Claims	Products Approved to Date (#)	Products Approved to Date (#)
0.42 gal. Roundup® Weed & Grass Killer Super Concentrate	\$14.00	58,153	\$814,142.00	55,940	\$783,160.00
0.5 gal. (64 oz.) Roundup® Concentrate Plus Weed & Grass Killer	\$7.50	19,881	\$149,107.50	19,021	\$142,657.50
0.5 gal. (64 oz.) Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer	\$2.50	5,262	\$13,155.00	4,451	\$11,127.50
0.5 gal. (64 oz.) Roundup® Ready-to-Use Weed and Grass Killer	\$2.50	19,606	\$49,015.00	16,883	\$42,207.50
0.5 gal. (64 oz.) Roundup® Weed & Grass Killer Super Concentrate	\$15.00	493,034	\$7,395,510.00	491,007	\$7,365,105.00
0.5 gal. HDX® Concentrate Weed & Grass Killer	\$3.00	5,447	\$16,341.00	4,533	\$13,599.00
1 gal. Ace® Concentrate Weed & Grass Killer	\$5.50	6,551	\$36,030.50	5,300	\$29,150.00
1 gal. Ace® Ready-to-Use Weed & Grass Killer	\$1.50	2,158	\$3,237.00	1,520	\$2,280.00
1 gal. Ace® Ready-to-Use Weed & Grass Killer with battery-operated sprayer	\$3.00	3,996	\$11,988.00	3,185	\$9,555.00
1 gal. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer	\$3.00	9,521	\$28,563.00	8,313	\$24,939.00
1 gal. Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer	\$3.00	3,051	\$9,153.00	2,546	\$7,638.00
1 gal. Roundup® Ready-to-Use Weed and Grass Killer (all applicator types)	\$2.00	24,835	\$49,670.00	21,547	\$43,094.00
1 gal. Roundup® Weed & Grass Killer Super Concentrate	\$21.50	12,297	\$264,385.50	-	\$0.00
1.1 gal. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer (all applicator types)	\$6.00	12,760	\$76,560.00	11,299	\$67,794.00
1.1 gal. Roundup® Ready-to-Use Weed & Grass Killer (all applicator types)	\$4.00	24,870	\$99,480.00	21,238	\$84,952.00
1.25 gal. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer (all applicator types)	\$5.00	7,323	\$36,615.00	6,200	\$31,000.00
1.25 gal. Roundup® Ready-to-Use Max Control 365 (all applicator types)	\$6.00	16,932	\$101,592.00	15,998	\$95,988.00
1.25 gal. Roundup® Ready-to-Use Weed & Grass Killer (all applicator types)	\$2.50	8,309	\$20,772.50	6,857	\$17,142.50
1.33 gal. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer (all applicator types)	\$5.00	12,499	\$62,495.00	10,289	\$51,445.00
1.33 gal. Roundup® Ready-to-Use Max Control 365 (all applicator types)	\$7.00	28,244	\$197,708.00	26,682	\$186,774.00
1.33 gal. Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer	\$3.50	4,726	\$16,541.00	3,752	\$13,132.00
1.33 gal. Roundup® Ready-to-Use Weed & Grass Killer (all applicator types)	\$4.00	36,218	\$144,872.00	30,059	\$120,236.00
16 oz. Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer	\$5.50	5,711	\$31,410.50	4,961	\$27,285.50
16 oz. Roundup® Weed & Grass Killer Concentrate Plus	\$3.50	1,864	\$6,524.00	1,648	\$5,768.00
16 oz. Roundup® Weed and Grass Killer Sure Shot Foam	\$1.00	17,303	\$17,303.00	13,863	\$13,863.00
2.5 gal. HDX® Concentrate Weed & Grass Killer	\$12.50	7,476	\$93,450.00	-	\$0.00
2.5 gal. Roundup® Pro Concentrate	\$33.00	35,929	\$1,185,657.00	-	\$0.00
22 oz. Roundup® Weed and Grass Killer Sure Shot Foam	\$1.00	15,375	\$15,375.00	12,537	\$12,537.00
24 oz. Ace® Ready-to-Use Weed & Grass Killer	\$0.50	1,223	\$611.50	911	\$455.50
24 oz. Roundup® Ready-to-Use Extended Control Weed & Grass Killer Plus Weed Preventer	\$2.00	6,276	\$12,552.00	5,370	\$10,740.00
24 oz. Roundup® Ready-to-Use Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer	\$1.50	2,065	\$3,097.50	1,676	\$2,514.00
24 oz. Roundup® Ready-to-Use Weed and Grass Killer	\$1.00	21,107	\$21,107.00	17,604	\$17,604.00
2-pack - 80 oz. Roundup® Weed & Grass Killer Concentrate Plus	\$12.50	47,974	\$599,675.00	46,067	\$575,837.50
30 oz. Roundup® Ready-to-Use Weed and Grass Killer	\$1.00	17,656	\$17,656.00	14,434	\$14,434.00
32 oz. Ace® Concentrate Weed & Grass Killer	\$3.00	2,665	\$7,995.00	2,256	\$6,768.00
32 oz. HDX® Concentrate Weed & Grass Killer	\$1.50	3,045	\$4,567.50	2,566	\$3,849.00
32 oz. Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer	\$8.00	61,915	\$495,320.00	57,288	\$458,304.00
32 oz. Roundup® Concentrate Max Control 365	\$8.50	20,536	\$174,556.00	19,255	\$163,667.50
32 oz. Roundup® Concentrate Poison Ivy Plus Tough Brush Killer or Wild Blackberry Plus Vine & Brush Killer	\$5.50	7,390	\$40,645.00	5,771	\$31,740.50
32 oz. Roundup® Weed and Grass Killer Concentrate Plus	\$4.00	4,193	\$16,772.00	3,789	\$15,156.00
35.2 oz. Roundup® Weed & Grass Killer Super Concentrate	\$11.50	31,106	\$357,719.00	29,824	\$342,976.00
35.2 oz. Roundup® Weed and Grass Killer Concentrate Plus	\$4.00	2,175	\$8,700.00	1,894	\$7,576.00
36.8 oz. Roundup® Weed & Grass Killer Concentrate Plus	\$6.00	5,808	\$34,848.00	5,805	\$34,830.00
3-pack - 6 oz. Roundup® Weed & Grass Killer Concentrate Plus	\$5.50	2,319	\$12,754.50	1,991	\$10,950.50
40 oz. Roundup® Weed & Grass Killer Concentrate Plus	\$6.00	5,668	\$34,008.00	5,509	\$33,054.00
5 oz. Roundup® Precision Gel Weed and Grass Killer	\$3.00	70,581	\$211,743.00	58,465	\$175,395.00
80 oz. Roundup® Weed & Grass Killer Concentrate Plus	\$9.50	27,316	\$259,502.00	26,510	\$251,845.00
Combination Pack - 1.33 gal. Roundup® Ready-to-Use Weed & Grass Killer and 2x7 oz. Roundup® Weed & Grass Killer Concentrate Plus	\$7.50	18,046	\$135,345.00	17,000	\$127,500.00
Combination pack - 1.33 gal. Roundup® Extended Control Weed & Grass Killer Plus Weed Preventer and 16 oz. Roundup® Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer	\$10.50	72,172	\$757,806.00	66,522	\$698,481.00
Combination pack - 1.33 gal. Roundup® Ready-to-Use Max Control 365 and 8 oz. Roundup® Concentrate Max Control 365	\$9.00	36,376	\$327,384.00	34,090	\$306,810.00
Combination Pack - 1.33 gal. Roundup® Ready-to-Use Weed & Grass Killer and 8 oz. Roundup® Weed & Grass Killer Super Concentrate	\$9.50	24,216	\$230,052.00	22,883	\$217,388.50
Totals		1,391,159	\$14,711,068.50	1,247,109	\$12,710,305.50



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Exhibit K: Exclusions



Exclusion Requests				
<i>Scott Gilmore et al. v. Monsanto Company, et al. Case No. 3:21-cv-8159</i>				
Count	First Name	Last Name	State	Postmarked Date
1	Aaron	Naparstek	CA	October 7, 2022
2	Alfred	Wilkins	MD	October 18, 2022
3	John	Lysek	CA	October 7, 2022
4	Mark	Endry	CO	October 17, 2022
5	Ruby	Cornejo	CA	October 7, 2022
6	Scott	Koller	CA	October 7, 2022
7	Tim	Ferguson	CA	October 7, 2022

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

IN RE: ROUNDUP PRODUCTS
LIABILITY LITIGATION

This document related to:

Gilmore v. Monsanto Company
Case No. 21-8159

)
)
)
) MDL 2714
)
) Case No. 3:16-md-02741-VC
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**[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS’
MOTION FOR FINAL APPROVAL AND FOR CERTIFICATION OF THE CLASS
FOR PURPOSES OF SETTLEMENT**

This matter comes before the Court on Plaintiffs’ Scott Gilmore, Julio Ezcurra, James Weeks, Amanda Boyette, Anthony Jewell, Paul Taylor, Sherry Hanna, and Kristy Williams’ (“Plaintiffs”) Motion for Final Approval of Class Settlement and for Certification of the Class for Purposes of Settlement (Dkt. No. 15865). The Court has reviewed the Motion and the supporting papers, including the Parties’ Second Amended Settlement Agreement (“Settlement”) (Dkt. No. 94-1, Ex. 1). Plaintiffs’ Motion is hereby GRANTED, and the Court ORDERS the following:¹

1. This Court has jurisdiction over this matter and all parties to this Action and Related Actions, including Class Members.
2. The Court finally approves the Settlement and terms and conditions set forth therein.
3. The Court has conducted an assessment of the fairness, reasonable, and adequacy of the Settlement. Based on Plaintiffs’ Motion for Final Approval of Class Action Settlement, the argument and comments at the Final Fairness Hearing, and further consideration of the factors identified in the Court’s Preliminary Approval Order (Dkt. No. 121) (including consideration of all arguments and briefing submitted in support of or in opposition to

¹ All defined terms herein shall have the same meanings set forth in the Second Amended Settlement Agreement.

preliminary approval), the Court finds that the Settlement is fair, reasonable, and adequate, considering both the factors set forth in Federal Rule of Civil Procedure 23(e) and the factors set forth in Ninth Circuit precedent. *See Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1120-21 (9th Cir. 2020). The court conducted its assessment using the “more probing inquiry” for settlements reached before class certification. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Specifically, the Court finds that:

- a. The Settlement is fair considering the strength of Plaintiffs’ case and the risks and costs of continued litigation.
 - b. The settlement amount and compensation rates are adequate.
 - c. The extent of discovery and stage of proceedings weigh in favor of approval.
 - d. The experience and views of counsel weigh in favor of approval.
 - e. The reaction of Class Members to the Settlement favors approval.
 - f. The methods for processing claims and distributing monetary relief are effective and adequate.
 - g. The terms of the proposed award of attorney’s fees, costs and Plaintiffs’ Service Awards (addressed more fully in the Court’s order on Plaintiffs’ Motion for Attorney’s Fees, Costs, and Incentive Awards) are fair, reasonable, and justified.
 - h. Class members are treated equitably relative to each other.
4. The Court orders that the following class (referred to as the “Settlement Class” or “Class”), which was preliminarily certified, shall remain certified for settlement purposes:

All Persons in the United States who, during the Class Period, purchased Products in the United States other than for resale or distribution, excluding (i) judicial officers and associated court staff assigned to this case, and their immediate family members; (ii) past and present (as of the Effective Date) officers, directors, and employees of Monsanto; and (iii) all those otherwise in the Settlement Class who timely and properly exclude themselves from the Settlement Class pursuant to the Settlement Agreement and in the manner approved by the Court and set forth in the Class Notice.

5. The Court finds that Class Counsel and the Class Representatives fairly and adequately represented the interests of Class Members. The Court confirms its appointment of Plaintiffs Scott Gilmore, Julio Ezcurra, James Weeks, Paul Taylor, Sherry Hanna, Amanda Boyette, Anthony Jewell, and Kristy Williams as Class Representatives and the appointment of Class Counsel as counsel for the Settlement Class.
6. Persons who excluded themselves from the Settlement: (a) are not Class Members as that term is defined and used herein; (b) shall not be bound by this Final Approval Order or any release provided herein; and (c) shall not be entitled to any benefits from the Settlement.
7. The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.
8. The Court further finds that notice provisions of 28 U.S.C. § 1715 were complied with in this case.
9. The Settlement is fair, reasonable, and adequate, is in the best interests of the Class, has been entered into in good faith, and should be and hereby is fully and finally approved pursuant to Federal Rule of Civil Procedure 23. The Settlement represents a fair resolution of all claims asserted by the Class Representatives on behalf of the Class, and fully and finally resolves all such claims. The Settlement Agreement: (a) results from efforts by Class Representatives and Class Counsel who engaged in hard-fought litigation since 2019; (b) was negotiated at arm's length with the assistance of United States Magistrate Judge Diane Welsh; (c) provides relief for the Class that is fair, reasonable and adequate, taking into account the costs, risks, and delay of trial and appeal; and (d) treats Class Members equitably relative to each other.

10. The language of the Settlement Agreement can be found on the Court's publicly available docket at Dkt. No. 94-1, Ex. 1. The Release set forth in the Settlement is incorporated herein and will become binding and effective on all Class Members upon the Effective Date.
11. The Claims Administrator and the Parties are hereby directed to implement and carry out the Settlement in accordance with the terms and provisions thereof.
12. Upon entry of this Order, each and every Releasing Person shall be permanently barred and enjoined from initiating, asserting, and/or prosecuting any Class Released Claims against any Released Parties in any court or any forum whatsoever. Likewise, the Released Persons shall be discharged of and from all liability for the Class Released Claims.
13. Within 21 days after all funds have been paid pursuant to the Settlement, the Parties shall file a Post-Distribution Accounting, which shall be posted on the Settlement Website, providing the following information: the total settlement fund; the number of claims; the number and percentage of objections; the average, median, maximum, and minimum recovery per claimant, the methods of notice and methods of payment to class members, the number and value of any uncashed checks to Class Members, any amounts distributed to a *cy pres* recipient.
14. Ten (10) percent of the attorneys' fees awarded will be held back pending the filing of a Post-Distribution Accounting by Class Counsel. With the Post-Distribution Accounting, Class Counsel should submit a proposed order releasing the remainder of the fees.
15. In light of this Order, this case is hereby DISMISSED with prejudice.
16. There being no just reason for delay, the Court, in the interests of justice, directs the Clerk of the Court to enter this Order, and hereby decrees that, upon entry, it be deemed a Final Judgment.
17. Without affecting the finality of that Judgment in any way, this Court hereby retains continuing jurisdiction over (a) implementation and administration of the Settlement; and

(b) the Parties, the Claims Administrator, and the Class Members for the purpose of construing, enforcing, and administering the Settlement Agreement and all orders and judgments entered in connection therewith.

IT IS SO ORDERED.

HONRABLE VINCE CHHABRIA
UNITED STATES DISTRICT JUDGE