

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

RANDALL KING, SCOTT BUTTERFIELD
ROBERT KOEHLER, MICHAEL MERX,
AND BRUCE WALDMAN, on behalf of
themselves and others similarly situated,

Plaintiffs,

v.

MONSANTO COMPANY,

Defendant.

Case No. 4:26-cv-00813-HEA

BRIEF IN SUPPORT OF OBJECTIONS
TO PROPOSED CLASS ACTION SETTLEMENT

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In Support of their Objections, forty-seven Settlement Class Members¹ and over one thousand Involuntary Class Members² represented by the undersigned firms would show the Court as follows:

SUMMARY OF ARGUMENT

Settlement Proponents (Monsanto and Class Counsel) seek the Court's blessing for an unprecedented nationwide personal injury class action settlement that would severely limit the valuable legal rights of tens or hundreds of millions of current, deceased, and future cancer patients, and their families, while clearing the way for Monsanto to continue unabated a decades-long pattern of corporate malfeasance that ten different juries in six different jurisdictions around the country have found sufficiently repugnant to justify substantial awards of punitive damages. In an effort to contain its Roundup liability, Monsanto has approached one legislature after another

¹ The individual Objectors are: Gina Arzaga, Geoffrey Bell, Michael Blanchette, Suzanne Edwards Brean (for Clark Brean, Dec'd), James Brekke, John Chapman, Herbert Cook, Donald Cusick, Rick Cutlip, Carol Distefano (for Vincent DiStefano, Dec'd), Caroline Duchscher, Mark Fallon, Jon Ferguson, Gary Frutkoff, Randal Gray, William Hamaker, Benita Taylor (for Joyce Hanna, Dec'd), Harry Harned, Thomas Hoffman, Brenda Ilene Jackson, Alan Jolin, Erria Kaalund (for Bruce Kaalund, Dec'd), Ghassan Kandah, Jesse Kauffman, Brian Keith King, Robert Lavretta, Timothy Lawrence, Bradford Lepp, Robert McGrath, Nicole Moreland, Paul Joseph Muensterman, Angel Obregon, Susan Palombo, Kathleen Pavek, John Joseph Pernik, William Poindexter, Janet Ponsock, Jackie Presley (for Bryan Presley, Dec'd), Nicole Rogers, Craig Salter, Joseph Paul Shuman, Betty Slaughter, Melissa Vanella, Denise Willhite, David Williams, Gloria Jean Williams, William Bourbon White, Joann Winter (for Raymond Winter, Dec'd), and Aaron Woodring.

² The Involuntary Class Members have submitted opt-out requests but, per the Proposed Settlement's terms, will not know if their opt-outs are deemed valid until at least June 18, 2026. Those known to have submitted opt-out forms at the time of this filing are individually listed in Exhibit A to the "Objections of Involuntary Class Members to Proposed Class Settlement," filed by the undersigned counsel. If Claims Administrator informs counsel that an Involuntary Class Member's opt-out has been accepted, counsel will withdraw that client as an Objector. Due to the class action's rushed schedule, the complexity of the settlement, and the burdensome processes for opting out, clients for undersigned counsel are expected to continue submitting opt-out requests past the current June 4 deadline; motions to stay or extend the June 4 deadline are pending. Dkt. 3, Dkt. 53.

seeking protections from failure to warn claims brought by Roundup users (leaving design defect claims intact), and in almost all instances these relatively limited restrictions on Roundup claims have been rejected at both the state and federal level.³ After a scientific scandal⁴ threw into jeopardy Monsanto's efforts to obtain regulatory cover from the Environmental Protection Agency for its continued sale of Roundup without a cancer warning, Monsanto turned directly to the Trump Administration for Executive Order No. 14387 to bring future production of glyphosate within the ambit of the Defense Production Act, setting the stage for a federal immunity defense that might apply to some future cases. Yet no political efforts to protect Monsanto from the consequences of its own wrongdoing have been as far-reaching and ambitious as the Proposed Settlement now before this Court, which provides near-total protection for Monsanto *and* several other companies (including Monsanto's corporate parent Bayer AG, and many other companies never named in a Roundup lawsuit), now and in the future, in exchange for a program of inadequate payouts to personal injury and wrongful death claimants over more than a decade and perhaps as long as two decades, coupled with an unjustifiable large attorneys' fee that would be paid years before many

³ See, e.g., Mary Walrath-Holdridge & Zachary Schermele, "House passes farm bill without controversial pesticides provision," *USA Today* (April 30, 2026), <https://www.usatoday.com/story/news/politics/2026/04/30/house-passes-farm-bill-without-controversial-pesticides-provision/89877956007/>, **Exhibit 1** (discussing failure of legislation in U.S. Congress); Evy Lewis, "Roundup pesticide debate continues following failure of Bayer-backed bill," St. Louis Public Radio, *Morning Edition* (June 4, 2025), <https://www.stlpr.org/government-politics-issues/2025-06-04/roundup-pesticide-debate-continues-after-bayer-backed-bill-fails>, **Exhibit 2** (discussing failure of legislation in Missouri).

⁴ See Martin van den Berg, Retraction Notice for "Safety Evaluation and Risk Assessment of the Herbicide Roundup and Its Active Ingredient, Glyphosate, for Humans," *Regulatory Toxicology and Pharmacology* (2025), <http://doi.org/10.1006/rtp.1999.1371>, **Exhibit 3** (retracting a 25-year-old article by Williams, Kroes & Munroe that Monsanto had used as an important persuasive tool in communicating with regulators, due to "scientific concerns regarding the [finding of] lack of carcinogenicity only derived from Monsanto studies [and] concerns regarding (ghost-) authorship(s) and potential conflicts of interest.").

Roundup victims will see a dime of compensation.⁵

Right out of the gate, the Proposed Settlement stumbles at the threshold question of whether personal injury, loss of consortium, and wrongful death claims involving millions of individuals who developed (or will develop) non-Hodgkin’s lymphoma (NHL) after being exposed to Roundup can properly be resolved on a class basis under Missouri Supreme Court Rule 52.08(b)(3) (which mirrors Federal Rule of Civil Procedure 23(b)(3)).⁶ Questions of personal injury damages of each of the tens or hundreds of thousands of presently-injured class members caused by Roundup vary widely from case to case, preventing a class of this type and size from being lumped into factually and scientifically meaningless buckets (age at diagnosis, commercial versus residential use, and “aggressive” versus “indolent” lymphoma). What’s more, the individual class members in Subclass 1 – tens of thousands of whom filed lawsuits against Monsanto years ago – have a significant interest in individually controlling the prosecution of their claims, and class

⁵ For context, this Proposed Settlement is a reworked version of an eerily similar class action settlement filed in the Roundup MDL court in 2020 by different proposed class counsel, for which those class counsel requested \$170 million in fees based on a similar time frame of arms-length negotiations with Monsanto. N.D. Cal. Case No. 3:16-md-02741-VC, Dkt. 12509, at 33 (Feb. 3, 2021). Class Counsel here seeks *half of a billion dollars more* in fees, to be taken directly from the funds for class members’ award payments. In their separate opposition to Class Counsel’s fee application, Objectors oppose the requested fee as unreasonable pursuant to Rule 52.08(g) because it cannot be supported by a lodestar cross-check nor by the *Berry* factors governing fee awards in Missouri. See *In re Life Time Fitness, Inc., Tel. Consumer Prot. Act (TCPA) Litig.*, 847 F.3d 619, 622 (8th Cir. 2017); *Berry v. Volkswagen Group of Am., Inc.*, 397 S.W.3d 425, 431 (Mo. banc 2013).

⁶ Objectors prepared their Objections while the case was pending in the 22nd Judicial Circuit Court of St. Louis County, Missouri. The case has since been removed to the United States District Court for the Eastern District of Missouri, and is subject to a pending Conditional Transfer Order from the Judicial Panel on Multidistrict Litigation, which would transfer the case to MDL No. 2741 in the Northern District of California if finalized. Counsel for the Objectors agree with the Objector Defendants that the *King* case, and the Objections filed herein, should be decided by the MDL court. But consistent with the Objections signed by counsel’s individual clients (before removal), undersigned counsel have cited to the Missouri Rules in this Brief because there are no material differences between Missouri Supreme Court Rule 52.08 and Federal Rule of Civil Procedure 23.

treatment is in no way “superior to other available methods for fairly and efficiently adjudicating [their] controversy” with Monsanto.

Three other fundamental problems also plague the Settlement Proponents’ plan to extract Monsanto from its Roundup litigation morass. First, under long-standing principles of personal jurisdiction, this Court lacks the power to enter a judgment that would bind tens, if not hundreds, of millions of out-of-state victims who never bought or used Roundup in Missouri, did not file suit in Missouri, and in many instances have never even set foot within the borders of Missouri. Second, the opt-out obstacle course devised by the Settlement Proponents threatens to confuse, deter, and trap unwilling class members in the settlement on a technicality, rather than simply clarifying who does and does not wish to belong in the class. This scheme prevents class members from being excluded from the class upon request, a right guaranteed to them both by Rule 52.08(c)(2)(b)(5) and the Due Process Clause of the Fourteenth Amendment to the United States Constitution. These defects affect not only the rights of these individuals, but also the integrity and validity of the Proposed Settlement as a whole.

Inadequate and misleading notice presents yet another serious due process flaw. The 23-page single-spaced notice devised by Settlement Proponents interferes with the existing attorney-client relationships of a large number of Subclass 1 Members and browbeats potential class members to participate in the class by falsely stating that an adverse ruling in *Durnell v. Monsanto Co.* could cause dismissal of their claims, and by repeating unsupported (and unsupportable) claims about Monsanto’s risk of bankruptcy, while simultaneously failing to disclose serious risks associated with the settlement, such as the risk that the lack of lien resolution will leave claimants with no net recovery. It also entices putative class members with the near-illusory prospect of a prompt \$165,000.00 payment that will be unavailable to ninety-plus percent of class members

– even some who extensively sprayed Roundup in their work decades ago, but now lack the “documentary” proof required by the settlement terms. Compounding these issues, the advertising campaign supporting the Proposed Settlement – the only form of notice victims may directly encounter – is *far* from adequate to reach most class members, and also fails to prominently warn class members that they need to quickly take action to protect their valuable legal claims if they do *not* want to be trapped in the settlement.

Even if Settlement Proponents *could* somehow demonstrate the propriety of class certification, personal jurisdiction over out-of-state class members, and a Constitutionally-adequate notice program and opt-out process for the absent class members⁷ – which they cannot – grievous flaws in the Proposed Settlement and its implementing procedures preclude an order of final approval as matters currently stand. Perhaps the most cruel and unreasonable feature of the Proposed Settlement for members of Subclass 1 is its failure to resolve or cap the medical liens that will reduce (and perhaps extinguish) their net awards. This creates a serious risk that many class members – and in particular, the most seriously injured class members, who have undergone extensive and costly medical treatment – may wind up with *nothing in hand* while lawyers and insurance companies profit from the Proposed Settlement. Class Counsel also agreed to require class members to execute releases in favor of several companies whose liability has not been explored in the Roundup litigation to date, who have not been shown to be financially at risk, and from whom class members will receive no compensation. And while payouts under the settlement may occur only *years* down the road, Class Counsel failed to negotiate adequate adjustments so that awards under the Proposed Settlement will keep pace with inflation – even though Class

⁷ These Objections are asserted solely by the Involuntary Class Members. The Objections that follow are asserted both by the individual Objectors, and by the Involuntary Class Members.

Counsel now claim they themselves are entitled to an imminent and highly accelerated payment of \$675 million in attorneys' fees⁸ based on the total value of the settlement fund *without* a reduction to present value (and without a lodestar cross check).

Additionally, several unconscionable giveaways to Monsanto could only have been achieved by sacrificing the interests of distinct subgroups who were not adequately represented by the Named Plaintiffs and Class Counsel as Rule 52.08(e)(2)(a) requires.⁹ First, regardless of what damages may be available to them under applicable state law, wrongful death claimants receive a fixed award of a mere one percent of the amount that would be given to a living Settlement Claimant. Loss of consortium claimants receive similarly *de minimis* compensation (regardless of their circumstances), and their payment reduces the associated Settlement Claimant's own award, pitting family members against one another. Lastly, in a well-recognized red flag pointing to collusion,¹⁰ Class Counsel abandoned the interests of the many class members with previously-filed lawsuits by agreeing to a stay on all cases pending in the State of Missouri, which Monsanto, with Class Counsel's support, immediately weaponized to postpone imminent trials of several Roundup litigants who had *already tried to opt out* of the class.¹¹ None of the Named Plaintiffs

⁸ Objectors respond separately in opposition to Class Counsel's Petition for Approval of Fees and Class Representative Service Awards.

⁹ While this Brief is focused on the interests of Subclass 1 plaintiffs who have already been diagnosed with cancer, perhaps the biggest giveaways to Monsanto affect members of Subclass 2 (who are represented by other counsel): Class Counsel agreed to protect Monsanto from future punitive damages awards, knowing that Monsanto will continue to sell glyphosate-containing Roundup and without even obtaining a commitment to warn of Roundup's carcinogenic nature.

¹⁰ 4 NEWBERG AND RUBENSTEIN ON CLASS ACTIONS § 13:19 (6th ed.) (“[T]he presence of such a provision in a preliminary approval order is evidence that the parties are settling the present case precisely to enjoin collateral litigation, a practice that raises a red flag about whether the present settlement is a collusive suit aimed at foreclosing a stronger suit in the collateral forum”).

¹¹ In *O'Brien, et al., v. Monsanto Co.*, No. 24SL-CC0339, in the Circuit Court for the County of St. Louis, Missouri, for example, Monsanto invoked the *King* stay order to successfully postpone a trial set to begin on May 18, 2026. Declaration of Robin L. Greenwald (Greenwald Decl.),

had wrongful death claims, family members with loss of consortium claims, or previously-pending lawsuits. No basis exists to find that Class Counsel adequately represented these absent class members – in fact, they worked against the interests of class members who had actively prosecuted their claims, knowing that the litigation costs incurred in the lead up to trial would far exceed any Class Settlement payment. The raw deal given to these tens of thousands of class members alone precludes a finding that the settlement as currently proposed is fair, reasonable, and adequate.

Still more problems arise from the Proposed Settlement’s allocation of funds based on distinctions between “Residential” and “Occupational” users as a proxy for the extent of a class member’s exposure to Roundup, and what the Settlement crudely and often inaccurately characterizes as “Indolent” versus “Aggressive” cancer as a proxy for the extent of an individual’s damages. These categories devised by Settlement Proponents rest on unfounded assumptions about exposure and damages and yield a profoundly inequitable allocation of the settlement funds among class members. This allocation scheme also evidences Settlement Proponents’ lack of knowledge of the science underlying these cases and understanding of the toll this disease takes on plaintiffs. *Every* category of class member is poorly served by these distinctions: Residential Users by Class Counsel’s conflicted simultaneous representation of the Occupational Users who receive substantially better settlement terms – more than three times the amount; Occupational Users by Class Counsel’s agreement to exceptionally strict proof requirements that most could never meet; claimants initially diagnosed with “Indolent” NHL subtypes irrationally awarded substantially lower amounts than those with “Aggressive” subtypes (despite a non-existent scientific

Exhibit 4, ¶ 3. In *McCall, et al. v. Monsanto Co.*, Nos. 22AC-CC0974, 24AC-CC0998, & 24AC-CC02762, in the Circuit Court of Cole County, Missouri, Monsanto similarly sought to use the *King* stay order to avoid an imminent trial, **and Class Counsel filed an Amicus Curia Brief in support of Monsanto’s position.** See Greenwald Decl., Ex. 4, ¶ 4 & Ex. 1 (the trial judge in *McCall* refused to follow the *King* stay order, and the cases settled shortly thereafter. *Id.* at ¶ 4).

distinction); and those with “Aggressive” subtypes not represented at all among the Named Plaintiffs (whose claims simply are not typical of this large subset of the class), yet treated preferentially over those with “Indolent” NHL.

The unreasonable and unfair terms of the Proposed Settlement – together with low awards offered to class members – would deter most class members from joining the settlement if they fully understood it and could readily opt out in time. Why, then, can Settlement Proponents proudly announce that several high profile law firms with thousands of clients in the Roundup litigation are joining and endorsing the Settlement?¹² The answer may be found in section XV of the Settlement Agreement, which provides that attorneys representing class members may receive a share of Class Counsel’s generous attorney’s fees if they agree to endorse and recommend this settlement to their clients, represent no more than 25 opt-out plaintiffs (regardless of whether they have hundreds or thousands of clients), and restrict their future right to practice as it concerns other Roundup users. These fee-sharing provisions directly pit the interests of attorneys against those of the clients they represent, raise serious issues under the rules of professional responsibility, demean the profession, and apparently have given rise to a number of “side deals” to buy the silence of potential objectors to the class. If the Proposed Settlement is approved in any form, attorneys’ fees should be awarded to Class Counsel and counsel for other class members based solely on their contributions to the overall Roundup litigation, employing a lodestar cross-check method, and not by enforcement of the improper fee-sharing procedures devised by the Settlement Proponents.

Lastly, all Objectors urge the Court to take steps to rectify the fundamental procedural unfairness of this proceeding to absent class members. Overly hasty entry of a preliminary

¹² See, e.g., Decl. of Christopher A. Seeger in Opp. to MDL Co-Lead Counsel & Wave 10 Pls’ Mot. for Inj. Relief or, in the Alternative, Decl. Relief Related to Proposed Nat’l Roundup Settlement dated April 21, 2026 (Seeger Decl. 1), **Exhibit 5**, at ¶ 6 & Ex. 5–8.

approval order, after an off-the-record non-adversarial hearing, without allowing interested class members to be heard regarding the notice and onerous opt-out and objection procedures and deadlines, demands correction by the Court at this stage – especially where the rights of tens or hundreds of millions of people nationwide are at stake. For starters, the Court should refuse to enforce the unduly burdensome procedures that are calculated to deter and diminish opt-outs and objections to the settlement, so that it has an opportunity to fully and impartially consider the fairness, reasonableness, and adequacy of the settlement for the class as a whole before deciding whether to approve it. The Court should not set aside intractable problems with the proposed class merely to provide Monsanto with a solution to its Roundup liability that it has thus far been unable to obtain from state or Federal legislators, regulators, or the Trump Administration. But if the Court is nonetheless inclined to find the class suitable for certification, it should take steps to correct the errors invited by Settlement Proponents through their self-serving notice, opt-out and objection procedures; remedy the lack of adequate representation and compensation for key subgroups in the class; charge Settlement Proponents with developing, if possible, an equitable means of allocating the settlement funds that rationally ties awards to exposure and damages and adequately compensates all claimants (including derivative claimants) for all claims that are released; remedy the lack of lien protections; revise the payment terms to adequately account for inflation; and re-schedule a final approval hearing *after* these numerous defects are repaired and class members have a reasonable opportunity to make a fully informed decision whether to participate, opt out, or object.

FACTUAL BACKGROUND

Since approximately 2015, at least 125,000 individual personal injury and wrongful death plaintiffs have sued Monsanto in state and federal courts throughout the United States, alleging

that they or their loved ones developed NHL as a result of their exposure to Monsanto’s weed-killing product, Roundup. *See* Decl. of Christopher A. Seeger in Support of Motion for Preliminary Approval of Class Action Settlement, **Exhibit 6** (Seeger Decl. 2), at ¶ 39. In October 2016, the Judicial Panel on Multidistrict Litigation created Multidistrict Litigation (MDL) No. 2741 for consolidated federal pretrial proceedings on these claims, and more than five thousand such cases have subsequently been overseen in the MDL, in which Objectors’ counsel Robin Greenwald has served as Plaintiffs’ Co-Lead Counsel for nearly a decade. *See In re Roundup Prods. Liab. Litig.*, No. MDL 2741, 2026 WL 92034, at *1 (N.D. Cal. Jan. 13, 2026) (summarizing the history of MDL No. 2741); U.S. Jud. Panel on Multidistrict Litig., “MDL Statistics Report – Distribution of Pending MDL Dockets by Circuit,” Quarterly Caseload Summary - March 2026, available at <https://www.jpml.uscourts.gov/mdl-quarterly-caseload-summary> (last accessed June 3, 2026). Tens of thousands of other cases have been filed in state court, with many of these filed in Missouri, where Monsanto has maintained its principal place of business. Seeger Decl. 1, Ex. 5, at ¶ 5 (“Currently, many tens of thousands of Roundup plaintiffs have cases pending in the Missouri state courts”). At least twenty-two such cases have been tried to verdict, with half resulting in verdicts for the plaintiff, including several based on findings of liability on both failure to warn *and* design defect theories,¹³ along with substantial awards of punitive damages that have been

¹³ *See, e.g., Dennis v. Monsanto Co.*, 116 Cal. App. 5th 322, 344, 339 Cal. Rptr. 3d 175 (2025), *rev. denied* (Mar. 11, 2026) (affirming award of \$7 million in actual damages and \$325 million in punitive damages, after finding Monsanto liable on theories of design defect and failure to warn by residential user who developed mycosis fungoides, a NHL subtype that Class Counsel would call an “indolent” form of NHL); *Anderson v. Monsanto Co.*, 719 S.W.3d 755, 763 (Mo. Ct. App. 2025), *reh’g denied* (June 24, 2025), *as modified* (June 24, 2025), *transfer denied* (Sept. 30, 2025); *Pilliod v. Monsanto Co.*, 67 Cal. App. 5th 591, 622, 282 Cal. Rptr. 3d 679, 705 (2021) (finding substantial evidence to support jury’s finding of liability on failure to warn and design defect theories); *Johnson v. Monsanto Co.*, 52 Cal. App. 5th 434, 443–44, 266 Cal. Rptr. 3d 111, 120 (2020), *as modified on denial of reh’g* (Aug. 18, 2020) (affirming jury verdict that included finding

affirmed on appeal.¹⁴ Thousands of other cases have been settled either individually or in mass settlements with different plaintiffs firms or through a program overseen by the MDL Court. *See, e.g., In re Roundup Prods. Liab. Litig.*, 2026 WL 92034, at *1. Six years ago, Monsanto sought approval for a proposed class action settlement that would provide payments to presently injured Roundup claimants who had not retained counsel or filed suit, while also resolving Monsanto’s liability to future Roundup claimants who had not yet been diagnosed with NHL. *See In re Roundup Prods. Liab. Litig.*, 541 F. Supp. 3d 1004, 1006 (N.D. Cal. 2021). The MDL Court denied preliminary approval for the settlement, finding it “clearly unreasonable” as to the proposed future injury class and citing several “glaring flaws” in the proposal. *Id.*

On February 17, 2026, Randall King, Scott Butterfield, Robert Koehler, Michael Merx, and Bruce Waldman (the “Named Plaintiffs”), filed a Class Action Petition against Monsanto in the 22nd Judicial Circuit Court for St. Louis City, Missouri, seeking certification under Missouri Supreme Court Rule 52.08(b)(3) of a nationwide class of plaintiffs who were exposed to Roundup and have developed, or will in the future develop, NHL, in connection with a Proposed Class Action Settlement with Monsanto. Dkt. 1–5.¹⁵ Monsanto waived service of process and did not answer, but instead consented to the filing of an “Unopposed Motion for Entry of the Preliminary Approval Order,” along with other motions filed jointly with the Named Plaintiffs. *See* Dkt. 1–5.

of liability on theories of both failure to warn and design defect, including award of \$10 million in punitive damages, reduced from jury’s award of \$250 million).

¹⁴ *See, e.g., Anderson*, 719 S.W.3d at 763 (affirming “total punitive award [of] just under \$550 million”); *Dennis*, 116 Cal. App. 5th at 344 (affirming punitive damages award of \$325 million); *Pilliod*, 67 Cal. App. 5th at 649 (affirming total award of \$87 million in punitive damages awards to husband and wife, reduced from jury’s award of \$1 billion to each plaintiff); *Hardeman v. Monsanto Co.*, 997 F.3d 941, 950 (9th Cir. 2021) (affirming punitive damages award of \$20 million, reduced from jury’s assessment of \$75 million to satisfy Constitutional requirements).

¹⁵ Unless otherwise noted, “Dkt.” refers to items on the ECF docket for Case No. 4:26-cv-00813 in the U.S. District Court for the Eastern District of Missouri.

Notably, Monsanto consented to venue in the 22nd Judicial Circuit Court for St. Louis City for the nationwide class, despite its long-standing position that venue in that Court is improper for out-of-state plaintiffs. *See State ex rel. Monsanto Co. v. Mullen*, 672 S.W.3d 235, 240 (Mo. 2023).

Class Counsel and Monsanto met with Judge Boyer, to whom the case was assigned, in a thirty-minute off-the-record proceeding on February 17, 2026, concerning their “unopposed” motion for preliminary approval of the Proposed \$7.25 billion Class Action Settlement, which included a request for a stay of tens of thousands of Roundup-related product liability lawsuits against Monsanto that were pending in the State of Missouri, and a request that a hearing on the preliminary approval order be held within 14 days. *See* Memorandum Order dated March 4, 2026, **Exhibit 7**, at 1; *see also* Tr. of Remote Zoom Videoconference Proceedings, *In re Roundup Prods. Liab. Litig.*, No. 16-md-02741 (N.D. Cal. April 30, 2026), Dkt. 1-3, at 33:10–12 (April 30, 2026 Tr.) (Class Counsel Seeger: “We went in to file the agreement. Judge came out. Had a couple questions. We answered them and moved on. That was it. The whole thing was 30 minutes.”). Putative class members, including thousands of class members with pending lawsuits affected by the stay requested in the “unopposed” motion for preliminary approval, received no service or other notice from Class Counsel or Monsanto of the Class Action Petition, motion for preliminary approval, request for hearing on the motion for preliminary approval, or request for stay of all pending Missouri litigation. Thus, no one other than Class Counsel and Monsanto – the same party for all practical purposes, despite the petition caption – had notice or an opportunity to be heard at the off-the-record proceeding on February 17, 2026, concerning the proposed preliminary approval order and proposed stay of litigation. *Id.* at 32:12–14 (statement in open court by Class Counsel that this meeting “was not transcribed, as far as I know, and nobody knew about it.”).

On February 24, 2026, after learning of the existence of this action and the purportedly “unopposed” motion for entry of a preliminary order, undersigned counsel for the Objectors (who had not been involved in the Class Settlement negotiations), along with other attorneys, sought to intervene on behalf of several putative class members, opposing fast track preliminary approval of the Proposed Class Action Settlement. *See* Dkt. 10, 11. The Proposed Intervenors asked for additional time to evaluate the 620-page filing by Settlement Proponents¹⁶ before any hearing on the proposed preliminary approval order, and an opportunity to be heard on, among other things, the proposed notice and opt-out procedures, the rushed schedule for opt-outs and objections proposed jointly by Settlement Proponents, and the adequacy of Class Counsel’s representation in view of certain inherent conflicts. *Id.* A second set of putative class members represented by the firm Napoli Shkolnik sought to intervene for similar reasons. Dkt. 14.

Two weeks after the case was filed, on March 4, 2026, without conducting a public hearing on the “unopposed” motion for preliminary approval or *any* hearing on the petition for intervention or the motion opposing fast-track preliminary approval, the Missouri state court entered the proposed Preliminary Approval Order submitted jointly by the Named Plaintiffs and Monsanto. *See* Dkt. 16. Among other things, this rubber-stamped Preliminary Approval Order set a deadline of June 4, 2026, for the submission of opt-out requests by class members who wish to be excluded from the Proposed Settlement, and for the filing of objections to the Proposed Settlement. *Id.* at 21. The court appointed Class Counsel – who had not played a significant role in the Roundup litigation before undertaking to negotiate the Class Settlement – as interim counsel for the class.

¹⁶ Class Counsel had filed: the Class Action Petition; a 94-page “Unopposed Motion for Entry of the Preliminary Approval Order and Suggestions in Support”; the 95-page proposed Master Settlement Agreement and nine exhibits thereto, including the proposed class notice and a 22-page proposed preliminary approval order; and four supporting declarations, accompanied by another ten exhibits in all.

The court also entered a Memorandum Order stating that putative class members who had sought to intervene could raise their objections according to the process in the Preliminary Approval Order, which meant they could be heard only at the final approval hearing, after the notice and opt-out period had already closed. Mem. Order, Ex. 6, at 4. The court indicated it would entertain later requests for extension of time for good cause, from attorneys who need to consult with their clients. *Id.*

Objectors' counsel unsuccessfully sought writ relief from the denial of their motion to intervene on behalf of the six putative class members in the Missouri Court of Appeals, Eastern District, and the Missouri Supreme Court. Meanwhile, Settlement Proponents began a notice program by publishing a "Weedkiller Class Action Settlement" website¹⁷ shortly after entry of the Preliminary Approval Order. Even before entry of the Preliminary Approval Order, Objectors' counsel had begun reaching out to their affected clients to inform them of the Proposed Settlement. *See* Greenwald Decl., Ex. 4, at ¶ 5. Objectors' counsel thereafter conducted eighteen informational webinars and an extensive campaign of emails, letters, text messages, and phone calls, in an attempt to advise their clients regarding the Proposed Settlement and obtain and execute their decisions regarding participation, opting out, and objecting by the June 4, 2026 deadline. *Id.* at ¶¶ 6. Additionally, throughout the preliminary approval period, Objectors' counsel filed numerous submissions with the *King* court (styled as notices because counsel was not permitted to intervene) describing many of the settlement's flaws, including many flaws discussed herein, all but one of which went ignored. Attached as Exhibit 1 to the Declaration of Chantal Levy is a compilation of the notices Objectors' counsel submitted to the *King* court.

¹⁷ This settlement website URL is <https://www.weedkillerclass.com> and appears in search results for the Weedkiller Class Action Settlement alongside an earlier consumer class action settlement website at <https://www.weedkilleradsettlement.com/>.

On May 22, 2026, six Objector Defendants represented by other counsel removed this action to the Eastern District of Missouri. Dkt. 1. The Objector Defendants also sought a stay of the deadlines in the Preliminary Approval Order pending a ruling on the motion to transfer this case to MDL No. 2741. Dkt. 3. Undersigned counsel agrees that this case should be removed and transferred to the MDL court overseeing the Roundup litigation and that the Court should issue a stay pending transfer. Undersigned counsel have since filed a motion to intervene in this proceeding on behalf of hundreds of absent class members they represent, for purposes of joining Objector Defendants' motion for a stay of, *inter alia*, the June 4, 2026 deadlines for submission of opt-out requests and objections, for good cause shown. Dkt. 53. Pending resolution of these motions, Objectors now file in this Court their Objections to the Proposed Settlement and accompanying supporting documents, and brief in support, as well as the required notice of intent to appear at the fairness hearing, in an effort to preserve their right to be heard.¹⁸

LEGAL STANDARDS

Class certification under Missouri law is governed by Missouri Supreme Court Rule 52.08, which in all relevant respects mirrors Federal Rule of Civil Procedure 23.¹⁹ Settlement Proponents seek certification of a class under subpart (b)(3) of Rule 52.08. Thus, to certify the class, the court

¹⁸ Literal compliance with the Preliminary Approval Order is currently impossible. The order requires that absent class members file their objections (and notice of intent to appear) in the Missouri state court, which cannot legally accept any filings at this time. *See* 28 U.S.C. § 1446(d).

¹⁹ Objectors prepared their signed objections before this case was removed from state court, citing relevant Missouri rules. For consistency, this Brief cites the Missouri Supreme Court Rules, though practically speaking there is no difference between Missouri and Federal law on the issues Objectors raise.

must find, among other things,²⁰ that: the claims or defenses of the Named Plaintiffs are typical of the claims or defenses of the class, Rule 52.08(a)(3); the Named Plaintiffs “will fairly and adequately protect the interests of the class,” Rule 52.08(a)(4); “questions of law or fact common to class members predominate over any questions affecting only individual members,” Rule 52.08(b)(3); and “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy,” *id.*, taking into account “the class members’ interests in individually controlling the prosecution or defense of separate actions,” the “extent and nature of any litigation concerning the controversy already begun by” class members, and “the desirability or undesirability of concentrating the litigation of the claims in the particular forum,” among other things, Rule 52.08(b)(3)(A)–(3)(C).

Proposed settlement of a class action must be approved by the court, but “only after a hearing and only on finding that it is fair, reasonable, and adequate,” upon considering whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class member claims;

²⁰ Objectors do not dispute, for example, that the class is so numerous that joinder of all members is impracticable; additionally, as consolidated trials of small numbers of Roundup claims have demonstrated, there are common questions of law and fact in these cases that make consolidated trials feasible, such as the issue of general causation (whether Roundup is capable of causing NHL) and Monsanto’s liability. But that does not mean that a class of tens or hundreds of millions of members of the proposed class is justifiable, especially because they all have a serious cancer that often, but not always, results in long term disabilities and secondary conditions that impact individualized damages among class members. And Monsanto would be hard pressed to disagree: every time undersigned counsel makes a motion for a multi-plaintiff trial – typically requesting a consolidated trial of between four and eight plaintiffs be tried together – Monsanto objects on the grounds that individual issues among the proposed trial plaintiffs far outweigh the efficiencies of trying them together. Greenwald Decl., Ex. 4, at ¶ 7.

(iii) the terms of any proposed award of attorney fees, including timing of payment; and (iv) any agreement “made in connection with the proposal”; and (D) the proposal treats class members equitably relative to each other. Rule 52.08(e)(2), (e)(3). The settlement proponents must “file a statement identifying any agreement made in connection with the proposal,” and may not provide any payment or consideration “in connection with . . . foregoing . . .an objection” unless approved by a court after a hearing. Rule 52.08(e)(3), (c)(5)(B). Before final approval, class members must be given proper notice – including notice of their right to request withdrawal from the class – and “any class member” may object to the proposal or to class counsel’s request for attorney’s fees. Rule 52.08(c)(2), (e)(5), (h)(2).

ARGUMENT

I. Involuntary Class Members Object that This Court’s Certification of the Proposed Nationwide Class of People Injured by Roundup Would Be Improper.

A. This Court Lacks Personal Jurisdiction Over Out-of-State Class Members Who Have No Meaningful Contacts with Missouri.

This Court lacks personal jurisdiction over each class member who is not a Missouri resident, did not use Roundup in Missouri, and did not file suit against Monsanto in Missouri. Since the United States Supreme Court expressed serious procedural and constitutional concerns about personal injury class actions in *Amchem Products, Inc. v. Windsor*, 521 U.S. 591 (1997), Objectors’ counsel are not aware of any instance in which a State court has purported to assert authority to settle the claims of injured people around the country who did not reside in that State, were not injured there, and did not affirmatively consent to have their claims heard by the courts of that State.²¹ This glaring lack of precedent is telling. The reason settling parties have not sought, and state courts have not approved, nationwide personal injury class settlements of this kind is because constitutional due process forbids them.

²¹ See Section I.B, *infra* (discussing additional *Amchem* issues raised by the Proposed Settlement).

A Missouri court presiding over a class action has a responsibility to ensure that it has sufficient contacts to exercise jurisdiction to settle the claims of out-of-state class members, because, “[i]n a class action . . . members of the plaintiffs’ purported class are in effect being summoned into the forum state in the sense that their interests are being affected and a judgment that will bind them is to be entered.” *State ex rel. American Family Ins. v. Clark*, 106 S.W.3d 483, 493 (Mo. banc 2003) (Wolff, J., concurring). Though “[i]t may seem unusual to apply the due process limits on personal jurisdiction to actions where *plaintiffs* are to be brought before the court . . . in class actions, the class of unnamed plaintiffs from other states who are to be brought before the court are no more volunteers than nonresident *defendants* in the usual civil action.” *Id.* (emphasis in original); *see id.* at 493–94 & n.10 (finding persuasive a decision of the Vermont Supreme Court finding that “an Alabama judgment approving a settlement in a nationwide class action did not bind Vermont class members because the Alabama court lacked personal jurisdiction”) (citing *Vermont v. Homeside Lending, Inc.*, 826 A.2d 997 (Vt. 2003)); *see also* Declaration of Professor Judith Resnik in Opposition to Final Approval (Resnik Decl.), **Exhibit 8**, ¶¶ 17–20 (discussing jurisdictional concerns raised by the Proposed Settlement).

The United States Supreme Court has cautioned that state courts must be particularly mindful when exercising personal jurisdiction over nonresidents, because “[d]ue process requires that the limits of jurisdiction shall not be transgressed,” and in our constitutional system “[t]he limits of State power are defined in view of the relation of the States to each other in the Federal Union.” *Fuld v. Palestine Liberation Org.*, 606 U.S. 1, 14 (2025) (quoting *Burnet v. Brooks*, 288 U.S. 378, 401 (1933)). Even if the named parties involved in a case do not assert personal inconvenience in litigating in a particular forum, the courts of that State must still have a

“legitimate interest” in exercising their “coercive power” over the claims and parties before them. *Id.* at 17 (quoting *Bristol-Myers Squibb Co. v. Superior Court of Cal.*, 582 U.S. 255, 269 (2017)).²²

Settlement Proponents do not, and cannot, show a legitimate interest of the Missouri court system in exercising case-dispositive authority over the claims of people around the country who do not live in Missouri, did not use Roundup in Missouri, and who did not themselves file cases against Monsanto in the courts of this State.²³ *See id.* at 12–13 (describing the exercise of personal jurisdiction by the States where a party is “at home,” where case-specific events occurred, or where a party has purposefully availed itself of the privilege of conducting activities within the forum State) (citations omitted). This would interfere with “the relation of the States to each other in the Federal Union.” *Fuld*, 606 U.S. at 14. The main legal authority Settlement Proponents rely upon for the proposition that a Missouri court may bind a nationwide class, *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797 (1985), is inapplicable to personal injury cases like this one. *See* Prelim. Approval Mot., Dkt. 1–6, at 69. *Phillips Petroleum* limited its holding to classes of “known plaintiffs”—in that case, an ascertainable group of people known to have rights to oil and gas leases, 472 U.S. at 799, 811 n.11²⁴—an entirely distinct group from the amorphous class of tens

²² Further, federal courts have broader authority to assert personal jurisdiction than “state courts, which [are] restricted consonant with the States’ more constrained sovereign spheres.” *Fuld*, 606 U.S. at 16. The federal settlements cited by Settlement Proponents therefore do not answer the question before this Court.

²³ Additionally, serious questions are raised whether this Court has authority under the Missouri Constitution and Supreme Court Rules to extinguish the claims of nonconsenting nonresidents solely because they filed Roundup cases in venues outside the City of St. Louis.

²⁴ The sole Missouri case cited in Settlement Proponents’ briefing, Dkt. 1–6, at 69, *State ex rel. McKeage v. Cordonnier*, 357 S.W.3d 597, 601 (Mo. banc 2012), did not address constitutional due process challenges by nonresident class members. *McKeage*, like *Phillips Petroleum*, concerned a class of known and ascertainable plaintiffs, in that case, people who entered contracts with Bass Pro Shop involving the “sale, lease and/or financing of boats, boat trailers, boating accessories, and/or recreational vehicles” for which they were allegedly charged improper fees. *Id.* at 599.

or hundreds of millions of people proposed here. *See, e.g., In re Agent Orange Product Liability Litigation*, 996 F. 2d 1425, 1435 (2d Cir. 1993) (stating that “*Shutts* does not apply directly to classes of unknown plaintiffs,” such as personal injury classes) (quoting 1 NEWBERG ON CLASS ACTIONS § 1.23, at 1-54 (3d ed. 1992)).^{25 26}

Even if constitutional due process conceivably authorized certain nationwide personal injury class action settlements following *Amchem, Phillips Petroleum* made clear that due process to absent class members depended on a “fully descriptive [class] notice” and a robust “right to ‘opt out.’” 472 U.S. at 812; *see* Resnik Decl., Ex. 8, ¶¶ 18–19. Because this Proposed Settlement has, both on its face and in practice, lacked these foundational due process protections, *see* Part II.A–B, below, these deficiencies preclude the constitutionally valid exercise of whatever jurisdiction the courts of this State may have over non-residents who were not injured in Missouri and did not file suit here. *See Hometown Lending, Inc.*, 826 A.2d at 1007–09.

Respecting these jurisdictional limitations would not prevent the Court from resolving the cases of individuals who affirmatively opt into the settlement—one hopes, because they have been

²⁵ The Agent Orange litigation involved a personal injury class settlement that preceded the Supreme Court’s decisions in *Amchem* and *Ortiz v. Fibreboard Corp.*, 527 U.S. 815 (1999). That class settlement was later found to raise significant due process and procedural concerns, and was found not to bind future claimants for that reason. *See Stephenson v. Dow Chemical Co.*, 273 F. 3d 249, 260 (2d Cir. 2001), *aff’d in relevant part by an equally divided Court*, 539 U.S. 111 (2003).

²⁶ *See* Declaration of Stephen J. Herman, Brief in Opposition to Motion for Preliminary Approval by Objecting Class Member Melinda Slovirer and Motion to Strike the Declaration of Amit R. Mehta, M.D., Exhibit B, Case 3:16-md-0741-VC, ECF No. 12682-6 (Mar. 4, 2021) (contrasting class certification of a personal injury class in the BP Oil Spill multidistrict litigation governed by general maritime law, which included readily identifiable clean-up workers who worked for the defendant BP for several months following the oil spill and specifically-identified coastal residents who were in close proximity to the oil for the same period of time, for acute injuries that would not recur because the defendants’ wrongful conduct had ceased, to a proposed 2021 Roundup class action settlement that, like the *King* proposed class, involved long latency between exposure and disease, continued exposure to glyphosate-based Roundup after the settlement date, and a class of people for whom direct class notice is impossible, and further noting that Roundup cases, in contrast to the BP oil spill cases, are not “‘negative value’ cases”).

fully and fairly advised of its risks and benefits by unconflicted counsel.²⁷ What this *would* do is prevent Settlement Proponents from treating the rights of absent class members as a bargaining chip. Settlement Proponents cannot trade in these rights, and this Court cannot adjudicate them consistent with due process, without these class members' express consent to have their claims resolved by Missouri courts.

B. Class Treatment Is Inappropriate for Millions of Plaintiffs with Widely Varying Damages Due to Their Cancer Diagnoses.

Regardless of the reach of its jurisdiction, the Court should not certify the Proposed Settlement class because the highly-individualized issue of what damages each injured class member (and each derivative claimant who may assert claims through each injured class member) may recover in these high-value personal injury cases, makes individual lawsuits a superior method of resolving their claims. *See* Rule 52.08(b)(3); *see, e.g., Johnson v. Gilead Scis., Inc.*, No. 4:20-CV-1523-MTS, 2022 WL 225614, at *3 (E.D. Mo. Jan. 26, 2022) (observing that personal injury claims arising from the use of a prescription drug “present highly fact-specific issues requiring individualized inquiries”). As discussed below in section VIII and thoroughly discussed in the Declaration of Nathan Singh, M.D. in support of these Objections (**Exhibit 9**), while all the cancers afflicting class members fall within the umbrella of NHL, and all are caused by the same Roundup-related mechanism, class members have been (and will be) diagnosed with one (or more) of sixty different currently-recognized NHL subtypes that result in varying damages, such as the nature and extent of the treatment they need, the course of their illness over time, and the likely outcome (spanning everything from total cure, temporary remission, temporary disability,

²⁷ *See* Seeger Decl. 1, Ex. 5, at ¶ 6 & Exs. 5–8 (claiming broad support for settlement by law firms with thousands of clients in the Roundup litigation, many of whom have cases in Missouri state court); Part XI, *infra* (describing ethically questionable and unenforceable fee-sharing provisions that may have incentivized this support).

permanent disability, and in many cases, death) even with (or sometimes as a result of) their treatments. The Settlement’s crude ranking of claim value based on whether Settlement Proponents consider someone’s initially-diagnosed NHL subtype to be “Aggressive” or “Indolent” bears no meaningful relationship to the treatments, disease progression, ultimate outcome, and treatment-related injuries a given class member may actually experience: current medical science simply does not permit the reduction of a person’s damages from NHL to such simplistic categorizations.

Monsanto’s current position that millions of Roundup claims can be classed together stands in stark contrast to its consistent argument to courts overseeing actively-litigated Roundup cases – where Monsanto maintains that even a *handful* of plaintiffs present too many individual issues to consolidate in a single trial. Indeed, Monsanto would undoubtedly sing a much different tune here if would-be class plaintiffs actually intended to *litigate* an action against it on behalf of the class defined by Settlement Proponents – if it suffered a \$2 billion verdict in the Georgia trial of a single plaintiff, what might it suffer in a trial on behalf of tens or hundreds of thousands of NHL patients and their families? In any event, as almost all judges recognize – and undersigned counsel have consistently shown – consolidating a *small* number of plaintiffs for trial creates clear efficiency benefits to the parties and the Court, without compromising the specifics of each individual’s claim. But the proposed class treatment here is a fundamentally different animal: Settlement Proponents simply have not shown that Messrs. King, Butterfield, Koehler, Merx, and Waldman can stand in for hundreds of thousands or even millions of people around the country, at the expense of the rights and autonomy of the class members.

As the Supreme Court made clear in *Amchem*, the *only* consideration for class certification that does not apply with equal force in the context of a proposed class settlement is the question of whether the case, if tried, would present intractable management problems. “[O]ther

specifications of the Rule – those designed to protect absentees by blocking unwarranted or overbroad class definitions – demand undiluted, even heightened, attention in the settlement context.” 521 U.S. at 620. Indeed, as the Court recognized, “[s]uch attention is of vital importance” to protect the interests of absent class members. *Id.* Here, Settlement Proponents’ inability to satisfy even the threshold class certification requirement that class treatment rather than individual litigation is a superior method of resolving these claims should have left the Proposed Settlement dead in the water even *before* preliminary approval. “[I]f a court waits until the final approval stage to thoroughly assess the fairness of the agreement, momentum could have a way of slanting the inquiry, in a manner that deprives the class members of the court protection that Rule 23 demands.” *In re Roundup Prods. Liab. Litig.*, No. 16-MD-02741-VC, 2020 WL 3723305, at *1 (N.D. Cal. July 6, 2020) (citation omitted). That Settlement Proponents convinced the Missouri court to proceed nonetheless and then expended their resources on an expensive notice campaign – falsely leading class members to expect some sort of prompt recovery from Monsanto, and wasting the time and resources of attorneys for the absent class members in an effort to adequately advise their clients and comply with the various settlement requirements – should not “slant the inquiry” or change the outcome at all. Certification of this class under subsection (b)(3) is unsupportable.

II. Involuntary Class Members Object to Potentially Curable Flaws of the Proposed Class Settlement Proceeding that Require This Court to Re-Open the Notice and Opt-Out Period.

A. Class Notice Is Constitutionally Deficient and, Standing Alone, Warrants Denial of Final Approval.

1. The Class Settlement Notice Directly Interferes with Thousands of Existing Attorney-Client Relationships.

By Class Counsel’s admission, the vast majority of class members are represented by counsel and have been for years. Seeger Decl. 2, Ex. 6, at ¶ 39 (“Since 2015, more than 52,000 Lawsuits have been filed against Defendant involving approximately 125,000 plaintiffs”);

Seeger Decl. 1, Ex. 5, at ¶ 5 (“Currently, many tens of thousands of Roundup plaintiffs have cases pending in the Missouri state courts . . .”). Unlike any other class action in the annals of American jurisprudence, the “tens of thousands” of people with pending cases in Missouri and other courts around the country are plaintiffs represented by their own lawyers in Roundup litigation. Thus, tens of thousands of the Subclass 1 members are represented by counsel; the class notice (**Exhibit 10**), (hereinafter referred to as “Notice”), directly interferes with that relationship.

The Notice is an exceptionally long, detailed piece of legal advice, often giving false and misleading information, by Class Counsel who have a strong financial incentive (\$675 million to be precise, *see* Dkt. 1–4), in the class action succeeding. *See* Part II.A.2, below. The Notice also carries the imprimatur of court authority, and prominently touts the Missouri court’s preliminary approval. The Notice, therefore, is a *per se* inappropriate interference with existing attorney-client relationships.

The Roundup MDL court understood this potential for improper interference when it denied preliminary approval for an eerily similar class action in 2021. Warning of the dangers of hasty preliminary approval, the court explained:

*This approach may also inadvertently disadvantage class members. **Class members will receive a notice saying that the settlement has received preliminary approval from a . . . judge. A layperson may take the court’s preliminary approval to imply that she shouldn’t really worry about whether the settlement is in her best interest, because surely the court, which is more familiar with the law and the facts of the case, has already taken care of that.*** But that is a misimpression if the judge has merely glanced at the settlement or decided to hold off adjudicating a potential problem until final approval.

In re Roundup Prods. Liab. Litig., 2020 WL 3723305, at *1 (emphasis added) (citation omitted); *see also In re Roundup Prods. Liab. Litig.*, 541 F. Supp. 3d at 1006 (denying preliminary approval for the proposed class).

Here, the Missouri court authorized the settlement parties to distribute to putative class members *en masse* a 23-page, small print, single-spaced document that purports to explain

settlement terms and claims, and which, up front, states that “[a] court authorized this notice.”²⁸ Notice, Ex. 10, at 1. It goes on to state, under the heading “Basic Information”, that “[t]he Court overseeing this proposed class action settlement authorized this notice to inform you how you may be affected by the settlement,” even identifying Judge Timothy J. Boyer by name. *Id.* at 4. It is fanciful to believe that class members who saw this Notice would not assume that the court found the settlement (and the notice), accurate, sound, and in the best interest of class members. Clients who are represented by attorneys who do not believe the settlement is in their clients’ best interest and/or know that parts of the Notice are inaccurate, have the uphill battle of explaining to their clients why they should listen to them instead of a court-sanctioned notice. The interference is real and makes communication between counsel and their clients regarding the settlement particularly challenging, if not impossible.

This Notice also interferes with the attorney client relationship in a nefarious way. The Notice does not inform clients that the settlement agreement financially incentivizes their own attorneys to encourage them to participate in the settlement. *See* Part XI, below. Subclass 1 Members have no way of knowing, unless they read and understand the 95-page settlement agreement, that their counsel can share in the handsome Class Counsel fee – \$675 million – only if their lawyer limits the number of his/her clients opting out of the settlement to 25, regardless of whether the firm has hundreds or thousands of clients; “represents in writing that . . . he or she believes the Settlement Agreement to be fair and will make . . . best efforts to recommend the Settlement Agreement to his or her clients”; and publicly endorses support of the settlement, among other things. Class Action Settlement Agreement (“Settlement Agreement”), Dkt. 1–7, §§ 15.4, 15.6. The interference cannot be overstated: by way of contrast, other firms, such as undersigned counsel, who evaluated this settlement without consideration of its financial incentive

²⁸ It is unclear which, if any, class members directly received this long-form notice from the settlement’s proponents, but it is available on the settlement website.

(in and of itself a likely unethical provision) and gave accurate information about the settlement to their clients, have a high opt-out rate – likely 60% or higher. *See* Greenwald Decl., Ex. 4, at ¶ 8. There is a reason personal injury cases are not appropriate for class settlements; these people already have access to counsel who can adequately represent them, and should never be trapped into a settlement that has the potential to extinguish their right to litigate their case with counsel of their choice.

2. The Class Settlement Notice Misleads Class Members About Fundamental Rights and the Underlying Facts Class Counsel Alleges Give Rise to the Settlement.

Rule 52.08 of the Missouri Supreme Court Rules and Federal Rule of Civil Procedure 23

have the same notice requirements. For any class proposed to be certified under Rule 52.08(b)(3),

the court shall direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means. The notice shall clearly and concisely state in plain, easily understood language:

- (i) the nature of the action;
- (ii) the definition of the class certified;
- (iii) the class claims, issues, or defenses;
- (iv) that a class member may enter an appearance through an attorney if the member so desires;
- (v) that the court will exclude from the class any member who requests exclusion;
- (vi) the time and manner for requesting exclusion; and
- (vii) the binding effect of a class judgment on members under Rule 52.08(c)(3).

Rule 52.08(c)(2)(B). These provisions are identical to the notice requirements under the federal rules. *See* Fed. R. Civ. P. 23(c)(2)(B).

A notice of a class action settlement that does not fairly apprise class members of how their rights are affected does not satisfy the requirements of the Due Process Clause. *See, e.g., Phillips Petroleum*, 472 U.S. at 811–12. “An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an

opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950) (internal citations omitted). “The notice must be of such nature as reasonably to convey the required information ... and it must afford a reasonable time for those interested to make an appearance.” *Id.* “[P]rocess which is a mere gesture is not due process.” *Id.* at 315.

To satisfy due process, a notice must “contain an adequate description of the proceedings written in objective, neutral terms, that, insofar as possible, may be understood by the average absentee class member.” *State ex rel. Byrd v. Chadwick*, 956 S.W.2d 369, 385 (Mo. Ct. App. 1997) (quoting *In re Nissan Motor Corp. Antitrust Litig.*, 552 F.2d 1088, 1104 (5th Cir. 1977)). As the *Nissan* court explained:

Not only must the substantive claims be adequately described but the notice must also contain information reasonably necessary to make a decision to remain a class member and be bound by the final judgment or opt out of the action. The standard then is that the notice ... must contain information that a reasonable person would consider to be material in making an informed, intelligent decision of whether to opt out or remain a member of the class and be bound by the final judgment.

Id. at 1104–05.

A notice containing false or misleading information that prevents class members from making “an informed, intelligent decision” on whether to opt out or remain in a class does not satisfy due process. Imprecise language can be enough for a court to deem a notice inadequate. *See Twigg v. Sears*, 153 F.3d 1222, 1228 (11th Cir. 1998) (finding that notice containing a description of the class was “susceptible to debate”); *see also In re Katrina Canal Breaches Litig.*, 628 F.3d 185, 198–99 (5th Cir. 2010) (finding that certain provisions of class notice were inadequate and misleading). “[D]ue process does require that the notice not be materially misleading.” *Hege v. Aegon USA, LLC*, 780 F. Supp. 2d 416, 430 (D.S.C. 2011); *see also* 7B FED. PRAC. & PROC. CIV. § 1797.6 (3d ed.) (A notice “that is incomplete or erroneous or that fails to

apprise the absent class members of their rights will be rejected as it would be ineffective to ensure due process.”).

Numerous significant issues with the Notice here deprive putative class members of their due process rights in relation to this settlement. In no particular order, they are outlined below:

First, despite Rule 52.08(c)(2)’s requirement of “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort,” the notice plan does not include timely actual notice to counsel for tens of thousands of existing Roundup plaintiffs, even though Class Counsel acknowledges that the vast majority of Subclass 1 members are represented by counsel and Monsanto has been served with each and every complaint by those counsel.²⁹

Second, the large, bold header at the top of the very first page claims that, under the settlement, “People Diagnosed with Non-Hodgkin Lymphoma (NHL) Now or in the Future Could Receive \$6,000 to \$165,000 or More,” and, below that, that “Program Awards pay an average of \$10,000 to \$165,000 for eligible class members.” Notice, Ex. 10, at 1. It does not, however, explain that the range in payment depends upon the plaintiff’s type of Roundup use – specifically, that Occupational Users are being treated far superior to Residential Users – \$125,000 better for the top tier payment. Nor does the bold notice header (or the commercials about the settlement, <https://www.weedkillerclass.com/Home/MediaLibrary> (last visited June 3, 2026), disclose that “aggressive” lymphomas are paid much higher than “indolent” lymphomas – essentially twice as

²⁹ Settlement Proponents claim to have addressed this deficiency, at some point well into the 90-day notice period, in response to criticism from undersigned counsel. But Rule 52.08 required the best notice practicable *from the outset* and *all* directly reachable class members should have had (at minimum) the full 90-day period in which to consider the settlement and decide whether to participate, opt out, or object. To the extent Settlement Proponents claim that represented individuals have been notified, the Court should closely scrutinize when and how any notice took place, and whether this was done consistently for all people represented by counsel.

much – without regard to the treatment a class member has received or the severity of his or her cancer. What’s more, the bold header fails to mention that payment is vastly different depending on age at diagnosis. In a nutshell, the initial bold header, followed by 23 pages of detail that would be lost on most laypeople, leads putative class members to falsely believe that they, too, could receive up to \$165,000 in this settlement, even if they are Residential Users with an indolent lymphoma and diagnosed with NHL after age 60. Of course, that is not possible under this settlement, but unless they read 23 pages of fine print – and understand it – putative class members will not know the limits that apply to their case. The notice leaves the general public with the false impression that the value of a case, regardless of status, can range from \$6,000 to \$165,000.

A layperson would have to read through eleven pages of single-spaced text before discovering that the eye-catching “\$165,000” figure is actually reserved for “Occupational” Claimants – a tough burden to prove as the settlement has defined that term, as discussed in Part X, below – and that “Residential” Claimants – the vast majority of cases subject to this settlement, according to Bayer³⁰ – can receive no more than a \$40,000 award (and then only if he or she is under age 60 at diagnosis and has “Aggressive” NHL). Notice, Ex. 10, at 11. Given that the settlement parties knew at the time of settling the case and submitting the proposed notice that most Roundup plaintiffs are Residential Users, the notice (and corresponding commercials) grossly mislead class members (assuming they receive the notice or saw ads for the settlement at all – yet another fatal flaw of this notice program³¹). The misleading notice header may well induce

³⁰ Bayer Global, “Managing the Roundup Litigation,” <https://www.bayer.com/en/managing-the-roundup-litigation#:~:text=The%20vast%20majority%20of%20claims,largely%20eliminates%20the%20primary%20source> (last accessed May 30, 2026).

³¹ Objectors have not yet had the opportunity to evaluate Settlement Proponents’ evidence of the timing and extent of the *actual* notice program that was carried out or test that evidence through discovery and cross-examination.

people not to opt out, based on the false belief that participating in the class means that you are eligible for the \$165,000 award.

Third, the notice states that a settlement is warranted because there are “major risks that could result in you getting zero money if the lawsuits continue,” including that if the U.S. Supreme Court decides in Monsanto’s favor in the *Durnell* case, “many cases could be dismissed.” Notice, Ex. 10, at 5. This is untrue. By the terms of the Supreme Court’s own grant of certiorari, *Durnell* is limited to the issue of whether certain “label-based failure-to-warn” claims are preempted by FIFRA.³² Order in *Durnell v. Monsanto Co.*, No. 24-1068, 607 U.S. (Jan. 16, 2026), available at https://www.supremecourt.gov/orders/courtorders/011626zr_3f14.pdf. At oral argument, Monsanto’s/Bayer’s counsel (as well as counsel for the U.S. Solicitor General) expressly contradicted the Notice, telling the Justices that a ruling finding label-based preemption under the FIFRA would not preempt design defect claims³³ – claims that are commonly pursued in Roundup litigation and for which at least *four different juries* have already found Monsanto liable.³⁴ Counsel for Monsanto contrasted the medical device preemption regime (which does reach design defect claims) to FIFRA preemption (which does not): “the preemption clause in the medical device amendments sweeps in design defect claims. And here it’s really just on labeling.” *Durnell* Tr., Ex. 11, at 32; *see also id.* at 50 (Deputy Assistant Solicitor General Harris: “A design defect claim that is not masquerading as a failure-to-warn claim is permissible under Bates for the reasons Mr. Clement said and the reasons that Bates itself recognizes.”). Thus, contrary to the express

³² The Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136, *et seq.*

³³ *See Monsanto v. Durnell*, No. 24-1068, Tr. of Oral Argument before the Supreme Court of the United States (“*Durnell* Tr.”), **Exhibit 11**, at 31–32, 50.

³⁴ *See* note 13, *supra*. The fact that Class Counsel either did not know about these verdicts, or did not take them into account in evaluating Monsanto’s settlement offer and agreeing to the verbiage of the class notice, underscores that Class Counsel’s inadequately represented the class.

language of the Notice, a reversal in *Durnell* would **not** result in a dismissal of a Roundup plaintiff's lawsuit; it would only impact one of the several claims against Monsanto, while claims such as design defect, breach of warranty, and negligence would survive. *See also Bates v. Dow Agrosciences, LLC*, 544 U.S. 431, 444 (2005) (“[C]laims for defective design, defective manufacture, negligent testing, and breach of express warranty are not pre-empted” under FIFRA, because they do not relate to “labeling or packaging”). The opt-out period was conveniently scheduled to close about three weeks before the Supreme Court is likely to issue the *Durnell* decision. Instilling fear that their lawsuit will go away if the Supreme Court sides with Monsanto in *Durnell* deprives putative class members of the truth about one of the most critical facts underlying decisions whether to participate in the settlement. The false notice issues can only be explained by Settlement Proponents' intent to exert undue pressure on class members to settle their claims based on misinformation about risks, and to give a hook for attorneys who want to share in the Class Counsel fee to convince their clients that they risk *everything* if they don't stay in the settlement.

Fourth, the notice also claims that another “major risk[] that could result in you getting zero money” is that “Monsanto faces financial difficulties that could lead to bankruptcy. If the company goes bankrupt, you could face years of delays and receive little or no money” Notice, Ex. 10, at 5. But the notice doesn't tell class members that the settlement is no different, and perhaps worse, regarding timeliness of payment: if one *participates* in the settlement they may face years of delays and receive little or no money. Under the Proposed Settlement's payment waterfall schedule, Residential Users (the majority of Subgroup 1 Claimants) may have to wait a few years for their payments (depending upon how many claims are presented each year). *See* Part IX, below. Payments under the settlement are made over 17 years, and possibly as long as 21 years.

Settlement Proponents did not negotiate a medical lien cap before finalizing the settlement and – as anyone well knows who litigates these cases³⁵ – medical liens for lymphoma are often in the hundreds of thousands of dollars (or more) – multiples of the highest award possible in the settlement. *See* Part IV, below. Yet the notice doesn't tell putative class members that if they participate in the settlement they might have to wait years before receiving their award, and in the end may receive nothing because their medical lienholders will take it all.

Fifth, Class Counsel refers throughout the settlement papers to the risk of bankruptcy as one of the main reasons for immediate approval of and participation in the settlement. But there is no evidentiary support for those statements, other than a reference to a newspaper article that Monsanto was “exploring” bankruptcy as a possible option and Bayer has lost value in the stock market since 2017 (Dkt. 1-6 at 16); *see* Decl. of Chantal Levy, Esq., **Exhibit 12**, at ¶ 4 & Ex. 2 (showing that when undersigned counsel asked for the supporting evidence of Monsanto's risk of bankruptcy, Class Counsel failed to respond with any evidence, and has not provided any such evidence to date).³⁶ Monsanto/Bayer have been making these veiled threats for over six years – there is *no evidence* that anything has changed that would invite a successful bankruptcy petition now. Nor is this news article reference enough information for class members, even those represented by counsel, to make an informed decision about whether to participate in or opt out of the Proposed Settlement that, on its face, would sharply discount what Roundup claims are worth

³⁵ The failure to address medical liens offers another example of Class Counsel's inadequate representation of the class.

³⁶ Class Counsel's reliance on these self-serving claims by Monsanto's/Bayer's representatives in the media is further evidence of their inadequate representation of the class.

based on litigation outcomes.³⁷ Moreover, Bayer has since disclaimed the notion that it intends to restructure Monsanto through bankruptcy.³⁸

Sixth as stated above, the Notice fails to tell class members that even if they meet all the criteria for an award, an insurance company (or multiple insurers) could take it all. Rather, it leaves the impression that it is not possible for an insurance lien to take all recovery: medical liens “may be deducted from your award before you receive payment.” Notice at 14, ¶ 22.

Seventh, the Notice misleads nearly every Subclass 1 member by stating that Class Counsel is now their attorney: “The Court has appointed lawyers to represent the Settlement Class and Subclasses as Class Counsel and Subclass Counsel. You do not have to pay these attorneys.” Notice at 19, ¶ 36 (in response to the question “Do I have a lawyer in this case?”). Class Counsel has repeatedly acknowledged in his declarations that the vast majority of Subclass 1 members are already represented by counsel. *See* Seeger Decl. 1, Ex. 5, at ¶ 39; Seeger Decl. 2, Ex. 6, at ¶ 39. Yet the notice doesn’t inform these class members that they may already be represented by counsel and should consult with their chosen, preexisting attorney before making a decision (and as explained in Part II.A.1, above, this constitutes direct interference with existing attorney client relationships of nearly all Subclass 1 members). In fact, the following question in the long form

³⁷ Indeed, in a conference call with investors announcing the Proposed Settlement, Bayer’s CEO and CFO touted the fact the company was able to take out loans to pay for the settlement and was “not planning to use the previously authorized capital increase” worth billions. Bayer, *Bayer Investor and Media Update* (Feb. 17, 2026), <https://www.bayer.com/media/en-us/bayer-investor-and-media-update-english-version/> (last visited June 3, 2026). That sounds less like a company in need of bankruptcy protection and more like the outcome of a negotiation that left billions on the table.

³⁸ *See* Renee Hickman and Tom Polansek, *Bayer says no plans to restructure despite litigation threat*, Reuters (June 2, 2026), <https://www.reuters.com/legal/government/bayer-says-no-plans-restructure-despite-litigation-threat-2026-06-02/>.

notice asks, “What if I have already hired an attorney . . .?” But the Settlement Proponents didn’t bother to answer the question. Notice, Ex. 10, at 20.

Eighth, the notice doesn’t tell putative class members that Monsanto/Bayer can and will continue to sell Roundup containing glyphosate³⁹ and that it will not warn people of its dangers either. Having represented Roundup plaintiffs for over ten years, undersigned counsel know this omission is significant, as many Roundup clients want to try their cases to keep the dangers of Roundup in the public eye and raise awareness of the need for future users of Roundup to take precautions when using the product. Greenwald Decl., Ex. 4, at ¶ 9. If class members understood that Monsanto was going to continue to sell glyphosate-based Roundup *without* warning future users of its carcinogenic properties, that information would factor into decisions about whether to opt out or oppose the settlement. *Id.*

Ninth, the Weedkiller Settlement commercials suffer from each of the above infirmities, which is significant in and of itself because these commercials are the *only* notice putative class members have any chance of seeing – as the notice plan does not include direct notice. Unlike the written notice, which at least at page 15 of the 23 single-spaced pages informs putative class members that they have to take affirmative steps to opt out if they do not want to be trapped in the settlement, the commercial contains no such warning. <https://www.weedkillerclass.com/Home/MediaLibrary> (last visited June 3, 2026). The commercials and radio ads do not even mention the words “opt out.” To the contrary, the commercial gives the impression that it is an opt-in settlement: it actually tells Subclass 1 members

³⁹ While Monsanto claims to have removed glyphosate from its consumer lawn and garden formulations in recent years, it has continued to sell glyphosate-containing Roundup for commercial applications and is free to resume selling the consumer product at any time. What’s more, glyphosate-based formulations remain available to home users through third-party retailers.

(assuming they even see the commercial)⁴⁰ that “you need to register for benefits” to participate in the settlement, suggesting that you either register or do nothing; in other words, it doesn’t tell class members that unless you *do something* you will lose your right to continue your lawsuit against Monsanto. A layperson hearing the commercial would have no idea that he or she even must take affirmative steps and follow onerous opt-out procedures to avoid becoming a class member by default. The commercial doubles down on the numerous Due Process violations of the notice program and, standing alone, renders the settlement null and void.

Improper class notice is a recognized source of irreparable harm which warrants relief, even after the preliminary approval period. *In re Nissan Motor Corp. Antitrust Litigation*, 552 F.2d at 1095. That is why the MDL court rejected notice at the preliminary approval stage in 2021; by the time final approval comes around, it is too late to cure inadequate and/or misleading class notice, as was given here. But because the Missouri court did not permit intervention at the preliminary approval stage and did not hear argument on any of the foregoing notice issues, the only remedy now, given the countless Due Process violations in the notice, is to invalidate the notice as given, and to require that class notice not suffering from these defects be provided to members of the proposed class. *See State ex rel. Byrd v. Chadwick*, 956 S.W.2d 369, 376 (Mo. App. 1997) (rejecting argument that “any error committed by the trial court in certifying the class or approving the settlement can be corrected on appeal”).

B. The Opt-Out Procedures Violate Rule 58.02 and Absent Class Members’ Rights Under the Due Process Clause of the Fourteenth Amendment.

⁴⁰ Our firm conducted 18 webinars that were attended by approximately 900 clients from states across the country. At each webinar, the attorney conducting the webinar asked clients to let us know in the chat function whether they had seen any commercial, heard a radio ad, or otherwise received information about the settlement (other than from our firm). Of the approximate 900 participants, *only two clients* had seen a weedkiller settlement commercial. The last webinar was the last week of April, eight weeks after the Court granted preliminary approval and well over halfway through the opt-out period. Greenwald Decl., Ex. 4, at ¶ 10.

The right to easily opt out of a class action settlement is a constitutional requirement. “[D]ue process requires at a minimum that an absent plaintiff be provided with an opportunity to remove himself from the class by executing and returning an ‘opt out’ or ‘request for exclusion’ form to the court.” *Phillips Petroleum*, 472 U.S. at 812; see *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 363 (2011) (“In the context of a class action predominantly for money damages we have held that absence of notice and opt out violates due process.”). Rule 52.08 thus requires that a trial court send notice to class members informing them “that the court will exclude from the class any member who requests exclusion” and specifying “the time and manner for requesting exclusion.”

The due process baseline to exit a class action is to express a “reasonable indication of a desire to opt out.” *Plummer v. Chemical Bank*, 668 F.2d 654, 657 n.2 (2d Cir. 1982). Courts may adopt opt-out procedures for the purpose of identifying who is and is not in the class and to ascertain the intent of potential class members to participate in a class action.⁴¹ This is why it is standard to opt out by way of a simple letter identifying the party opting out and expressing their desire to be excluded from the class.⁴² Oppressive opt-out requirements that are not really about gauging the desire of the individual to opt out of the class are “perverse, unsound and perhaps unconstitutional.” *Council on Social Work Educ., Inc. v. Texas Instruments Inc.*, 105 F.R.D. 68, 72 (N.D. Tex. 1985).

⁴¹ See, e.g., *In re Four Seasons Securities Laws Litig.*, 493 F.2d 1288, 1291 (10th Cir. 1974) (“A reasonable indication of a desire to opt out ought to be sufficient.”); *In re TFT-LCD (Flat Panel) Antitrust Litig.*, 37 F. Supp. 3d 1102, 1106 (N.D. Cal. 2014) (agreeing that “‘reasonable indication’ of . . . intent to opt out” is “generally sufficient” and adding that “[c]ourts may permit ‘considerable flexibility’ in determining whether an opt-out attempt was sufficient.”) (citations omitted).

⁴² See Fed. Judicial Ctr., *Manual for Complex Litigation (Fourth)* § 21.32, at 298 (“The opt-out procedure should be simple”); see, e.g., N.D. Cal., *Procedural Guidance for Class Action Settlements, Preliminary Approval*, subsection (2), available at <https://cand.uscourts.gov/rules-forms-fees/northern-district-guidelines/procedural-guidance-class-action-settlements> (last accessed June 1, 2026) (opt-out procedure “should require only the information needed to opt out of the settlement and no extraneous information or hurdles.”).

Here, however, Settlement Proponents devised an opt-out scheme calculated to oppress, discourage, and invalidate opt-outs, and only tangentially related to assessing the desires of class members or verifying their class membership.⁴³ First, under Article VII, each person wishing to opt out must submit a written request to a settlement administrator containing eleven components, which get worse and worse after the first five: beyond basic identifying information, an opt-out must also provide: (vi) “a copy of his or her identification issued by any Governmental Authority or other bona fide identification” [i.e., a photo ID], (vii) “the dated Personal Signature of the Settlement Class Member seeking to exclude himself or herself from the Settlement Class”—though “Personal Signature” is not defined in the approval order, the long- form settlement agreement incorporated thereby defines it to mean an actual “wet ink” physical signature, which cannot be executed on the opt-out’s behalf; (viii) a disclosure certifying whether they have entered a tolling agreement with Monsanto, (ix) a disclosure certifying whether they have filed a Roundup-related lawsuit, (x) a disclosure certifying whether they have retained legal counsel, and if so, the retained attorney’s name and law firm; and (xi) “a declaration with the Personal Signature [again, that’s wet ink] of the Settlement Class Member attesting to Exposure to Roundup Products, and if the Settlement Class Member is a member of Subclass 1, attesting to a Qualifying Diagnosis and the date such diagnosis was made.”

This final item is particularly unwarranted. Monsanto is directly contacting tens of thousands of litigation adversaries represented by counsel and requiring them to produce signed testimonial evidence bearing on ultimate issues in their cases, and if this evidence is deemed

⁴³ The information requested will, however, assist Monsanto and Class Counsel in determining Monsanto’s payment credits for each opt-out, *see* note 66, *infra* – to the detriment of class members who wish to easily opt out, and to counsel for the thousands of represented class members whose forms must be individually prepared, reviewed, and approved for submission with individual wet signatures and copies of a photo ID.

unsatisfactory, their cases risk being thrown out altogether.⁴⁴ Even something like the “date such diagnosis was made” can be complicated in cases involving latent diseases and medical histories that may span decades.

The opt-out procedures also require attorneys for thousands of already-represented class members to submit opt-out requests one at a time, with wet-ink “Personal Signature[s]” for each client. Settlement Agreement, Dkt. 1–7, at §§ 1.1(87), 12.1(b)(vii). They state that no “‘mass,’ ‘class,’ ‘group,’ or otherwise combined Opt Out shall be valid,” and one class member cannot submit an opt-out on behalf of another class member or a derivative claimant (as in the case of two spouses, or a parent and child). *Id.* at § 12.1(d).

Settlement Proponents did not provide class members with what they would deem to be a compliant opt-out form, leaving them mystified about how to navigate these processes, especially with an opt-out program that does not include a notice of deficiency and opportunity to cure. To compound this problem, the Settlement Administrator has refused to confirm the validity of opt-outs submitted *months ago*, making it impossible for counsel to confirm that their clients’ opt-out requests will be accepted. Declaration of Chantal Levy., Ex. 12, ¶ 5.⁴⁵ People must navigate this maze and make these highly personal decisions in an extremely short timeframe in order to

⁴⁴ Absent class members who want to remain adverse to Monsanto in litigation are thus encouraged to make disclosures to Monsanto (potentially under penalty of perjury) about their exposure to Roundup and the date of their diagnosis – key facts that plaintiffs ordinarily disclose only with the assistance of counsel after a review of relevant records and a thorough discussion of relevant potential exposure situations that a layperson might not initially think about. These disclosures may then be used against the opt-out litigants for impeachment purposes, or worse.

⁴⁵ By contrast, in the handful of instances when undersigned counsel asked to *withdraw* an opt-out request previously made by a client, the Settlement Administrator promptly confirmed the client’s participation in the settlement. Levy Decl., Ex. 12, ¶ 6 (describing confirmation within just 10 days). Thus, it seems obvious that this information is being deliberately withheld from would-be opt-outs as a strategic maneuver to trap them in the class and stifle their objections.

preserve claims with potential settlement values that exceed the program awards here by as much as 10- or 100-fold or more.

People who want to be excluded from the settlement to save their valuable legal rights can only hope that their self-prepared submissions are unassailably worded and comport with the Settlement Administrator's interpretation of what is required. After a timely opt-out request is submitted, Monsanto and Class Counsel both have a right to challenge it under section 12.2(f). But they can take their time: challenges are due "no later than seven days following the close of the Opt Out Period," *id.*, meaning that people trying to leave the class will find their rights and status ambiguous until after the opt-out period is over, and they have no recourse against an adverse decision. Such challenges are subject to unspecified procedures to be devised by the Settlement Administrator, which, like Monsanto and Class Counsel, may have built-in financial incentives that are less about protecting the opt-outs' expressed wishes and more about protecting the settlement and associated fees which, by its terms, are partially sealed and confidential and could fall apart if too many people opt out. *Id.*, §§ 12.2–12.5 (referencing Confidential Exhibit I).

The procedures for confirming the validity of opt-outs also do not so much as wave a hand at due process. A person trying to escape the settlement has no right to receive notice of the challenge, no right to be heard in response to the challenge, no opportunity to cure an alleged deficiency, and no right to appeal should the opt-out be deemed invalid. Nor does the process provide any remedy for putative class members who fail to submit timely or valid opt-out requests through excusable neglect—a protection commonly afforded to persons affected by such settlements.⁴⁶

⁴⁶ See, e.g., *Silber v. Mabon*, 18 F.3d 1449, 1455 (9th Cir. 1994) (remanding to permit district court to determine whether late opt-out had excusable basis for neglect).

In short, the opt-out process here does not simply ascertain whether class members have reasonably indicated that they wish to withdraw from the class. *Plummer*, 668 F.2d at 657 n.2. Rather, the Proposed Settlement imposes a process so difficult that people will not leave – even when they want to – and so complicated and full of traps so that people who want and try to leave may be ensnared. It is rife with opportunities for unreviewable abuse and undue influence by Monsanto and those acting in concert with it, who have financial incentives to challenge every single opt-out. It is unconscionable and untenable to impose these sham procedures on people who already have existing lawsuits and competent counsel. This feature of the Settlement Agreement alone precludes final approval; if it finds this class at all tenable, the Court should require Settlement Proponents to devise a proper notice, instruct the Settlement Administrator to accept as valid all “opt outs” that identify the class member and adequately express the desire to withdraw from the class, and re-open the opt-out period to permit any other class members to avail themselves of the opportunity to opt out by a simple communication to the Settlement Administrator either directly or through their counsel of record.

C. Objectors Should Be Heard Without Regard for the Unduly Burdensome and Self-Contradictory Objection Procedure Devised by the Settlement Proponents.

To the extent that they go beyond the requirements of subparts (e)(5) and (h)(2) of Rule 52.08, which permit “any class member” to object to a proposed class settlement or associated attorney’s fee application, the Settlement Agreement and Preliminary Approval Order impose unnecessarily cumbersome and burdensome procedures that are likely to chill and suppress objections, making it difficult for the Court to fully evaluate the proposed settlement in a fair adversarial proceeding. *See* Dkt. 16 at 15. Under the sweeping class definition, anyone who merely “participated in, directed, or saw the Application of any Roundup Products; or . . . otherwise had reason to know of their Exposure” is a class member, entitled by law to assert objections.

Settlement Agreement, Dkt. 1–7, § 2.1(a). Like the unconstitutionally burdensome opt-out procedure, however, the objection process includes several features that do not simply help the Court identify legitimate objectors, but actually threaten to deter valid objections or derail them based on a technicality:

- An objector – who may receive an award of up to \$165,000.00 through the Proposed Settlement – must include in a public court filing their address and phone number, exposing them to a risk of being targeted for scams and identity theft.⁴⁷ Contrary to standard Missouri state court practice, *see* Rule 509.030, this is true even if the objector is represented by counsel.
- An objector must attach medical records to their public filing sufficient to “prove” a covered diagnosis and the date of diagnosis.⁴⁸
- An objector must supply “written evidence . . . setting forth the circumstances of” their exposure to Roundup to support their objection.⁴⁹
- Wet signature requirements – similar to those that afflict the opt-out process – compound the technical hurdles class members must clear to file a valid objection even if (or especially if) they are represented by counsel in making their objections.⁵⁰

The Court should accordingly disregard non-compliance with Settlement Proponents’ burdensome technical requirements – which require virtually the same proof as a Subclass 1 *claim submission* – and exercise its discretion to entertain all objections that have a good faith basis in the facts and law. While the sort of requirements Settlement Proponents agreed to impose on a valid objection might theoretically help weed out “professional objectors” in a different context,

⁴⁷ Undersigned counsel have moved to seal this information, but unrepresented class members – whose objections are just as important as anyone else’s – likely will not know how to avail themselves of this procedure and may be chilled from filing them altogether.

⁴⁸ This information, too, is subject to Objectors’ motion to file under seal.

⁴⁹ Objectors represented by undersigned counsel have asserted their exposure in the form of an unsworn declaration as contemplated by Mo. Rev. Stat. § 509.030.

⁵⁰ While most Objectors represented by undersigned counsel were able to do so, class member William Hamaker, a 78-year-old Occupational Roundup User who suffers from follicular lymphoma, could not personally sign the document due to the neurologic effects of his chemotherapy treatments which cause his hands to shake too much to do so. *See* Decl. of Alicia D. Butler, Esq. in Supp. of Obj. of William Hamaker, filed June 4, 2026, **Exhibit 13**. A few others sought to object but were unable to provide “wet” signatures or copies of their IDs due to health or technical limitations and the unreasonable time constraints imposed by Settlement Proponents.

such measures are entirely unnecessary in this proceeding, given that virtually all objectors had retained attorneys to represent them in their claims against Monsanto *before* the class proceeding was initiated, and many had already filed individual lawsuits.

Additionally, the timing of the opt-out and objection procedures ensures that the class members *most likely* to vigorously object to the Proposed Settlement have no opportunity to do so, in direct violation of Missouri law providing that “any class member” has the right to object to a proposed class settlement. *See* Rule 52.08(e)(5). The intersection between the onerous opt-out and objection procedures cannot be overstated. An absent class member’s opt-out request may be declared invalid as late as June 18, 2026, and at that point the person is now a class member who, having lost her right to opt out, would like to object to the settlement. But because it is beyond the June 4 deadline for objecting to the settlement, she is too late to object. Thus, while it is theoretically possible that a class member may learn of their supposedly “invalid” opt-out request in time to assert objections to the Proposed Settlement, in practice, no such notice has been provided to any of the Involuntary Class Members as of the date of this filing and the Settlement Administrator has refused requests to confirm individual opt-outs. *See* Levy Decl., Ex. 12, at ¶ 5. As a practical matter, these procedures, as devised by Settlement Proponents and implemented by the Settlement Administrator, mean that absent class members who find the Proposed Settlement *completely unacceptable* but purportedly fail to comply with some technical requirement of the unconstitutionally-burdensome opt-out procedure will not know they have been trapped in the class until at least two weeks *after* the deadline for making an objection. What’s more, the Settlement Agreement and Preliminary Approval Order appear to provide that *simply submitting an opt-out request* waives one’s right to object to the settlement, even if the opt-out request is later declared invalid.

The Court should disregard these unlawful provisions and entertain the objections (if any) of any class member who learns that their opt-out request was deemed “invalid” after June 4, so long as the objections are filed prior to the final approval hearing and within a reasonable time after the class member receives notice that they have not successfully opted out of the class. While courts have discretion not to entertain the objections of class members who opt out of a settlement, on the theory that those who opt out have fully preserved their own rights by opting out and have no standing to object,⁵¹ this rationale is inapplicable when an opt-out *asks* to be withdrawn and is denied the opportunity to exit the settlement.

III. All Objectors Object to the Procedural Irregularities Leading to the Court’s March 4, 2026, Preliminary Approval Order.

The March 4, 2026, Preliminary Approval Order, which tentatively approved the Proposed Class Settlement, appointing Class Counsel and the Settlement Administrator, authorized the proposed notice campaign, established a 90-day window for opt-outs and objections, and adopted all of the problematic procedures requested by Settlement Proponents, was issued after a non-adversarial proceeding held in the courtroom but *off the record*. Apr. 30, 2026 Tr., Dkt. 1–3, at 33:10–12. This is so despite the unsuccessful efforts by two separate groups of absent class members to be heard on their Constitutional objections to the procedures devised by Settlement Proponents.

In Missouri, circuit courts are courts of record and shall keep just and faithful records of their proceedings. Mo. Rev. Stat. § 476.010. The availability of a transcript for use in appellate review is one of the features that *defines* a court of record in Missouri. *See, e.g., Kansas City v. Henderson*, 468 S.W.2d 48, 50 (Mo. 1971) (“[A] municipal court is not a court of record because

⁵¹ *See, e.g., Mayfield v. Barr*, 985 F.2d 1090, 1093 (D.C. Cir. 1993) (holding that class members who opted out lack standing to object to a settlement because they “escape[d] the binding effect of the class settlement.”).

there is no transcript of the testimony for use in appellate review.”). “It is well settled that courts speak only through their records.” *State ex rel. Nassau v. Kohn*, 731 S.W.2d 840, 843 (Mo. 1987) (citing *State ex rel. Phelps v. McQueen*, 296 S.W.2d 85, 90 (Mo. banc 1956)). But the silence here is deafening: No one other than Class Counsel, Monsanto’s lawyers, and Judge Boyer know what transpired that day and no record was made of the 30-minute, off-the-record, non-adversarial meeting held on the same day this case was filed, which resulted in preliminary approval without notice to other plainly interested parties – such as the litigants around the State of Missouri whose lawsuits were to be stayed.

The Eighth Circuit has explicitly disapproved of the rationale that (b)(3) class members need not be allowed to intervene because they can always opt out or raise their objections at the final approval hearing. *See Smith v. SEECO, Inc.*, 865 F.3d 1021, 1024–25 (8th Cir. 2017) (vacating order denying motion to intervene based on absent class member’s interest in adequate representation). Under this rationale, “a class member could never intervene in a (b)(3) class action (since she can always opt out).” *Id.* (quoting 3 WILLIAM B. RUBENSTEIN, NEWBERG ON CLASS ACTIONS § 9:34 (5TH ED. 2013 & SUPP. 2017)). But Federal Rule of Civil Procedure 23 – like its Missouri analogue – requires notice to permit class members the opportunity to intervene. *Id.* Indeed, the Federal Rules “explicitly envision intervention as a means of securing adequacy of representation.” *Id.* at 1025 (quoting NEWBERG ON CLASS ACTIONS § 9:34). Absent class members here, however, were denied that chance.

The astonishingly quick preliminary approval process in this proceeding,⁵² steamrolling over actual (and not merely hypothetical) opposition, in a case with a staggering \$7.25 billion

⁵² In 2020, the MDL Court presciently described the problems inherent to a hasty and superficial inquiry at the preliminary approval stage:

settlement fund and equally staggering \$675 million request for attorneys' fees, that would forever bind *millions* of cancer victims with potentially very valuable legal claims, egregiously violates due process morays that must be observed, especially in this setting.⁵³ See Resnik Decl., Ex. 8, ¶¶ 15–16 (discussing due process requirements for large-scale settlements). Objectors therefore ask that the Court vacate the Preliminary Approval Order pursuant to the Court's inherent power to reconsider and modify an interlocutory order any time prior to the entry of final judgment. See *Hiscox Dedicated Corp. Member, Ltd. v. Taylor*, 162 F.4th 919, 927 (8th Cir. 2025); cf. Rule 52.08(c)(1)(C) (providing that an order that grants certification may be altered or amended before final judgment).

IV. The Lack of Caps on Medical Liens Renders the Settlement Unfair and Unreasonable to All Class Members.

As anyone who has represented Roundup litigants would know, medical liens for NHL treatment can easily be hundreds of thousands of dollars (regardless of whether the lymphoma is

[T]he idea that [trial] courts should conduct a more lax inquiry at the preliminary approval stage seems wrong. Certainly nothing in the text of Rule 23 [the federal equivalent of Rule 52.08] suggests courts should be more forgiving of flaws in a settlement agreement at the preliminary stage than at the final stage, or that courts should merely give settlement agreements a “quick look” at the outset. And lax review makes little practical sense, from anyone’s standpoint. If the [trial] court, by taking a quick look rather than a careful one, misses a serious flaw in the settlement, the parties and the court will waste a great deal of money and time notifying class members of the agreement, only to see it rejected in the end, requiring the parties to start over. The same is true if the [trial] court does identify a potentially serious flaw at the preliminary stage but waits until final approval to conclude that it’s fatal. What’s worse, if a court waits until the final approval stage to thoroughly assess the fairness of the agreement, momentum could have a way of slanting the inquiry, in a manner that deprives the class members of the court protection that Rule 23 demands. . . .

In re Roundup Prods. Liab. Litig., 2020 WL 3723305, at *1.

⁵³ The court’s inaction preventing intervention – even by a wrongful death claimant who has an unconditional right to intervene under Missouri law, see *Martin v. Busch*, 360 S.W.3d 854, 857 (Mo. Ct. App. 2011) – only heightened the injustice of the rushed preliminary approval process.

considered “Aggressive” or “Indolent” by Settlement Proponents’ definition). *See* Greenwald Decl., Ex. 4, at ¶ 11. The Proposed Settlement terms related to relief from liens, however, are hazy and inadequate. A “Healthcare Compliance Administrator” is directed to try to negotiate with disclosed private and public insurance providers to work out a cap, but nothing has been negotiated in advance and there is no guarantee of any insurance relief. Settlement Agreement, Dkt. 1–7, at § 18. Settlement award payouts will also be delayed until lien repayments are resolved. *Id.* The main attention to liens is protecting *Monsanto* from lien liability. *Id.* at § 3.1(d)–(e).

Despite substantial variation in state laws governing medical liens, the Settlement Agreement includes no requirement that Settlement Claimants subject to state laws intended to protect them from medical liens⁵⁴ will actually be protected in whatever individual or class-wide agreements the Healthcare Compliance Administrator makes with private lienholders. And Settlement Claimants must decide whether to participate prior to learning whether liens will be limited and will remain bound by the settlement no matter what happens in the lien resolution process – which deprives class members of their main leverage over lienholders (the threat to continue litigating, instead of accepting a settlement that nets them nothing). In short, there is a possibility that only lawyers and insurance companies will receive any payment from a class member’s settlement award. This is not fair, reasonable, or adequate. *See* Rule 52.08(e)(2) & (e)(2)(C)(ii). At minimum, the Court should restore class members’ leverage in lien negotiations by requiring Settlement Proponents to give Settlement Claimants an unencumbered back-end opt-

⁵⁴ In Missouri, for example, lienholders must follow strict statutory requirements, and liens are capped at 50% of a person’s recovery, after attorney’s fees. Mo. Rev. Stat. § 430.225. Residents of other states including Arizona, Connecticut, Kansas, Missouri, New Jersey, North Carolina, and Virginia similarly have statutory lien protections. Elsewhere, recovery of medical liens by private insurers may depend on a highly individualized inquiry into the plan language in place at the time of a person’s injury.

out right in the event that liens exceed the one-third lien cap that individual litigants can typically negotiate, *see* Greenwald Decl., Ex. 4, ¶ 11, together with the option of negotiating their own lien resolution if they choose to do so.⁵⁵

In evaluating whether Class Counsel adequately represented the class, the Court should take into account the devastating effect of the lack of lien protection for class members (alongside the agreement to full lien protection for Monsanto). In this regard, the Court should also take note of the prioritization of *lienholders' interests* in the course of effectuating the Settlement. Specifically, Settlement Proponents' planned notice campaign included *direct notice to potential lienholders – at the same time* that it failed to provide direct notice to the most obvious subgroup of easily identifiable class members: thousands of people with pending individual lawsuits against Monsanto. *See* Decl. of Shannon R. Wheatman, Ph.D., on Adequacy of Notices and the Notice Program, **Exhibit 14**, at 20 (“The Healthcare Compliance Administrator has also agreed to email notice to approximately 1,000 medical lienholders. These lienholders will be asked to share notice with any member who has a diagnosis code for Non-Hodgkin Lymphoma.”).⁵⁶

V. The Settlement Is Not Fair or Reasonable to the Extent It Provides for Payouts Over an Extended Time Frame Without Adequately Adjusting for Inflation.

Although the Involuntary Class Members will receive payment at some indefinite time -- possibly as long as 16–20 years in the future – the settlement award is not fair and reasonable because it is not adequately adjusted for inflation. *See* Rule 52.08(e)(2). After the *fifth* “Annual

⁵⁵ Individual lien resolution is an important option because lienholders routinely overstate their lien interest by claiming liens on medical bills for unrelated services and meaningful lien reductions can be obtained by carefully reviewing the billing.

⁵⁶ Although Settlement Proponents claim that they remedied this issue by sending direct notice to all attorneys representing plaintiffs in pending Roundup lawsuits, undersigned counsel first received such notice from the Settlement Administrator on April 17, 2026 – forty-four days into the 90-day notice period – and received a second such notice (for a case filed prior to the start of the Notice period) on June 2, 2026 – just two days before the end of the opt-out period. Greenwald Decl., Ex. 4, at ¶¶ 12.

Payment Date,” Settlement Proponents agreed that “Tier Averages shall be annually adjusted for inflation, **not to exceed two-and-a-half percent (2.5%) per year.**” Settlement Agreement, Dkt. 1–7, at 40 n.1. Thus, presently injured claimants who manage to get their awards within the first five years of the program will receive *no* adjustment for inflation, while later claimants will be limited to a 2.5% adjustment at most. That this adjustment would be inadequate should have been obvious at the time Class Counsel submitted the settlement for approval – it is much lower than the inflation rate reported for most of the two-year period in which Settlement Proponents conducted their negotiations.⁵⁷ As in *Amchem*, the inadequate adjustment for inflation here together with other features of the settlement such as minimal back-end opt-out rights,⁵⁸ and the extinguishment of valuable derivative claims, “reflect essential allocation decisions designed to confine compensation and to limit defendants’ liability.” 521 U.S. at 595. In this regard, the Court should find the settlement inadequate for all class members.

VI. The Settlement Is Not Fair, Reasonable, or Adequate to the Extent Settling Class Members Must Release Other Potential Defendants Besides Monsanto.

Yet another inexplicable giveaway to Monsanto by Class Counsel is the agreement to execute complete releases of liability in favor of a number of companies from whom class members are receiving no compensation, and whose potential liability and financial condition are unknown. These “Related Parties” are broadly defined in section 1.1(100) to include virtually any entity in the chain of commerce relating to the development, manufacture, marketing, or sale of Roundup, as well as all of the corporate relatives and successors of those entities. “Exhibit C” to

⁵⁷ See U.S. Bureau of Labor Statistics, *12-month percentage change, Consumer Price Index, selected categories*, <https://www.bls.gov/charts/consumer-price-index/consumer-price-index-by-category-line-chart.htm> (last accessed June 3, 2026). When settlement negotiations began in March 2023, the inflation rate was reported at 5%.

⁵⁸ Subclass 1 Members who experience many years of delay in receiving their award payments may eventually exit the settlement, but they lose their right to recover punitive damages. See Settlement Agreement, Dkt. 1–7, at §§ 8.1, 8.2(a).

the Settlement Agreement contains a list of nine specific companies covered by this definition, and to whom Monsanto apparently owes indemnity for Roundup-related liabilities.⁵⁹ None of these entities are required to contribute to the Proposed Settlement Fund. None has been named as a defendant in Roundup litigation, none has been subjected to discovery concerning their potential liability, and no information about the financial condition of any of these entities has been disclosed in the Roundup litigation. *See* Greenwald Decl., Ex. 4, at ¶ 13. Based on the declarations submitted by Class Counsel in support of their Motion for Preliminary Approval, it does not appear that Class Counsel evaluated any such information in the course of their settlement negotiations. The Court should find that requiring Settlement Claimants to execute a full and final release of these entities, without any compensation and without any basis for knowing their liability or their ability to pay judgments against them, is not fair or reasonable and renders the Settlement in its current form inadequate. *See* Rule 52.08(e)(2). Further, to the extent Class Counsel either naively accepted representations by Monsanto concerning the viability of these entities as defendants in future litigation by class members, or failed to inquire about this topic altogether, the Court should find that Class Counsel's agreement to release these parties constitutes inadequate representation of the class.

⁵⁹ These consist of: Albaugh, LLC, Cheminova, Inc., Dow AgroSciences, LLC, Drexel Chemical Company, DuPont de Nemours Inc. / E.I. du Pont de Nemours and Company, Nufarm Suisse Sàrl / Nufarm Americas, Inc., Ragan & Massey, LLC, Syngenta Crop Protection AG, Winfield Solutions, LLC.

VII. The Proposed Class Settlement Is Not Fair or Reasonable for Wrongful Death Claimants,⁶⁰ Loss of Consortium Claimants,⁶¹ or Claimants with Pre-Existing Lawsuits.⁶²

The Named Plaintiffs could not and did not fairly and adequately protect the interests of all class members as required by Rule 52.08(e)(2)(A), because the injuries they suffered are distinct from, and thus not typical of, key populations within the class, and because the interests of Named Plaintiffs and Class Counsel conflict with these class members. None of the Named Plaintiffs who represent Subclass 1 died from their NHL or can assert a wrongful death claim on behalf of someone who died from NHL. None had a spouse with a loss of consortium claim, and none assert a loss of consortium claim of their own. Lastly, though Class Counsel knew about tens of thousands of pending suits by putative class members, none of the Named Plaintiffs had filed and litigated their own lawsuit prior to filing the petition for class action in this proceeding. All these conditions *increase* the value of a potential Roundup lawsuit, but the Proposed Settlement fails to take this

⁶⁰ This Objection is raised by the following individual Objectors: Suzanne Edwards Brean (for Clark Brean, Dec'd), Carol Distefano (for Vincent DiStefano, Dec'd), Erria Kaalund (for Bruce Kaalund, Dec'd), Jackie Presley (for Bryan Presley, Dec'd), Benita Taylor (for Joyce Hannah, Dec'd), and Joann Winter (for Raymond Winter, Dec'd). Additionally, many of the Involuntary Class Members are wrongful death claimants and assert this objection in the event that their opt-out request is deemed invalid.

⁶¹ This Objection is raised by the following individual Objectors: Herbert Cook, William Hamaker, and Ghassan Kandah. Additionally, Involuntary Class Members whose family members are entitled to loss of spousal or parental consortium assert this objection in the event that their opt-out request is deemed invalid.

⁶² This Objection is asserted by the following individual Objectors: Gina Arzaga, Michael Blanchette, James Brekke, John Chapman, Herbert Cook, Donald Cusick, Rick Cutlip, Carol DiStefano (for Vincent DiStefano, Dec'd), Caroline Duchscher, Mark Fallon, Jon Ferguson, Gary Frutkoff, William Hamaker, Harry Harned, Alan Jolin, Erria Kaalund (for Bruce Kaalund, Dec'd), Ghassan Kandah, Jesse Kauffman, Robert Lavretta, Bradford Lepp, Robert McGrath, Nicole Moreland, Angel Obregon, Susan Palombo, Kathleen Pavek, William Poindexter, Janet Ponsock, Jackie Presley (for Bryan Presley, Dec'd), Nicole Rogers, Craig Salter, Betty Slaughter, Benita Taylor (for Joyce Hannah, Dec'd), Denise Willhite, David Williams, Joann Winter (for Raymond Winter, Dec'd), and Aaron Woodring. Additionally, hundreds of the Involuntary Class Members had sued Monsanto before February 17, 2026.

increased value into account and establishes a perverse and inequitable allocation of settlement funds for Settlement Claimants and/or Derivative Claimants who present these issues.

Under the Proposed Settlement, claims for loss of consortium or wrongful death are considered “Derivative Claims,” and people who have such claims against Monsanto (or the nine or more other companies protected by the Settlement) are considered “Derivative Claimants.” Settlement Agreement, Dkt. 1–7, § 1.1(38) & (39). “The Award for a Derivative Claimant shall equal 1% of the Award received by their subject Claimant . . . [and] shall be funded directly from the Award of their subject Claimant.” *Id.* at § 6.1(h). Thus, loss of consortium claimants *reduce the award* allocated to a Settlement Claimant, pitting the interests of spouses against one another – even though no loss of consortium claimants were represented in the settlement negotiations and none of the Named Claimants faced a reduction in their own award due to a spouse’s loss of consortium claim. The settlement allocation is also inequitable as between loss of consortium and wrongful death claimants: even if someone’s spouse *dies* from NHL, that “Derivative Claimant” receives the *same* program award as if their spouse had lived, though by any normal measure the damages suffered by the widow or widower are greater. In fact, because the 1 percent award is divided among multiple Derivative Claimants who claim through the same Settlement Claimant, some Derivative Claimants will end up receiving a *lower award* if their spouse dies than if their spouse had lived.⁶³ Further, wrongful death and loss of consortium claimants are awarded this same nominal sum, no matter how valuable their claims are under varying state laws that provide for recoveries ranging from modest economic damages to sizeable awards for loss of companionship, mental anguish, grief, etc. The allocation of settlement awards to and among

⁶³ This would be the result where the deceased Settlement Claimant and his or her spouse have children, and state law allows the children to recover as wrongful death beneficiaries even if they would *not* have had a loss of consortium claim.

Derivative Claimants is, in sum, perverse and inequitable, likely as a result of the fact that these large subsets of the class were not adequately represented by Named Plaintiffs or Class Counsel.

Nor did the Named Plaintiffs and Class Counsel adequately represent the interests of the tens of thousands of Subclass 1 Members who had ongoing lawsuits against Monsanto before the petition in this case was filed. First, all absent class members who had been litigating cases have incurred additional litigation expenses not accounted for by the settlement, which for most Subclass 1 Members (“Residential Users”) may easily exceed the entire amount they can be awarded through the settlement depending upon the stage of litigation they had reached at the time of filing. *See* Greenwald Decl., Ex. 4, ¶ 14. Settlement of these class members’ claims for less than the litigation expenses they have already incurred is inadequate and unreasonable and strongly illustrates why these claims are best resolved on an individual rather than a class basis.

Second, as Settlement Proponents themselves demonstrate through the scheme of payment credits Monsanto receives for class members who opt out,⁶⁴ *see* Settlement Agreement, Dkt. 1–7, at § 5.1, individual claims in litigation readily accrue greater settlement value than unfiled claims. If an opt-out merely *files suit*, Monsanto receives a payment credit equal to the Tier Average for the payment Tier for which that opt-out would have qualified, if the Tier can be determined, or if not, the average Program Award across all tiers for that claim year.⁶⁵ *Id.* at § 5.1(b). If two depositions are taken and the plaintiff discloses an expert report on specific causation, that amount triples. *Id.* at §§ 1.1(1), 5.1(d). If the suit progresses to within 90 days of trial, Monsanto receives an additional sum that brings its total payment credit to *nine times* the average Tier Award for that

⁶⁴ Although this provision takes effect only if more than 650 class members opt out, undersigned counsel have already submitted opt out requests for over 1,000 class members.

⁶⁵ Thus, it would appear that beyond trapping people in the class, the unconstitutionally burdensome opt out process is designed to gather information necessary to calculate Monsanto’s Payment Credits.

class member. *Id.* at § 5.1(e). Thus, for each opt-out, Monsanto may receive a payment credit anywhere between \$6,000 and \$1.485 million. At the same time that Class Counsel agreed to these generous terms for Monsanto, they failed to negotiate a settlement that gave any *class member* who had an individual lawsuit the benefit of this additional value.

Lastly, Class Counsel *actively took steps* adverse to the interests of tens of thousands of class members who had cases pending in the state of Missouri, even though they owed the same duty of zealous representation to those class members as to other members of the proposed class. By seeking a stay of all pending Missouri cases without any notice to those litigants – even for cases that were imminently set for trial – and while falsely representing to the Missouri court that the request for stay was “unopposed,” Class Counsel actively worked to *keep* those cases from progressing further in litigation and accruing higher value (and higher payment credits for Monsanto). Additionally, Class Counsel appeared in at least one pending lawsuit to try to prevent several putative class members from proceeding to trial on their claims, even though the plaintiffs in that case had already asked to be withdrawn from this settlement. *See* note 11, above. In short, faced with the inherent conflict created by the opt-out terms (and termination provision) they had agreed to, Class Counsel chose to prioritize their own personal interest in the success of the settlement and resulting attorney’s fee, and the interests of class participants who had not yet filed suit, over the interests of class members with pending, advanced lawsuits. Class Counsel’s inherent conflict precludes a finding of adequate representation.

VIII. The Settlement Is Not Fair or Reasonable to the Extent It Uses the Flawed Distinction Between “Indolent” and “Aggressive” Subtypes of NHL as a Proxy for the Severity of Class Members’ Damages.

The settlement award available to certain Subclass 1 Members who were diagnosed with what Class Counsel and Monsanto term an “Indolent” NHL sub-type is not a fair or reasonable

settlement allocation relative to other lymphoma sufferers.⁶⁶ The “Aggressive” versus “Indolent” distinction has no relevance to the science of lymphoma, long term outcomes, treatment, mortality, etc. Clinicians historically used these terms as shorthand for the sole purpose of distinguishing the expected pace of the disease progression and urgency of treatment. Singh Decl., Ex. 9, at ¶¶ 11, 20.⁶⁷ These terms were used only to describe the nature of disease progression **if left untreated.**” *Id.* at 13 (emphasis in original). “A classification based on untreated behavior cannot, by its own definition, predict outcomes under treatment;” and “whether a disease will respond and to what therapy, whether a patient will achieve remission, how long treatment will last” and other long-term impacts from lymphoma disease are the relevant scientific inquires for lymphoma. *Id.* at ¶ 20. But these arcane terms were never “intended to be used as biological classifications, prognostic instruments, or a framework for predicting patient morbidity.” *Id.* at ¶ 11, 20.

Today, references to “aggressive” or “indolent” lymphoma are largely obsolete in clinical practice. *Id.* Dr. Singh explains why world-renowned lymphoma organizations and advisory groups conclude that using the aggressive/indolent binary “to predict patient prognosis, treatment plan or overall outcome is not merely imprecise but wholly inappropriate.” *Id.* at 12. Just as the aggressive/indolent binary has no role in clinical decision-making, *id.* at ¶ 21, it is similarly

⁶⁶ Class members who assert this objection because they have been diagnosed with NHL subtypes that Settlement Proponents consider “Indolent” include the following individual Objectors as well as many of the Involuntary Class Members: Gina Arzaga, Michael Blanchette, James Brekke, John Chapman, Donald Cusick, Carol Distefano (for Vincent DiStefano, Dec’d), Caroline Duchscher, Jon Ferguson, Gary Frutkoff, William Hamaker, Harry Harned, Alan Jolin, Ghassan Kandah, Jesse Kauffman, Robert McGrath, Nicole Moreland, Kathleen Pavek, William Poindexter, Janet Ponsock, Jackie Presley (for Bryan Presley, Dec’d), Betty Slaughter, Melissa Vanella, and Denise Willhite.

⁶⁷ Dr. Singh is an Associate Professor of Medicine at Washington University School of Medicine. He is board certified in internal medicine and hematology. Singh Decl., Ex. 9, at 2. He has cared for hundreds of patients with lymphomas that Settlement Proponents refer to as “aggressive” and “indolent” lymphomas. *Id.* at 10.

irrelevant to valuation of disease in a settlement matrix. Yet this is the very dichotomy that Class Counsel and Monsanto inexcusably use to value claims of one group of lymphoma class members substantially higher than the other. And it appears that Class Counsel didn't consult a hematologist either when designing this unscientific payment structure, as there are no such declarations embedded in the 600-plus page settlement agreement and supporting materials.

So, what is the fundamental problem with dividing class members with lymphoma into aggressive and indolent groupings and treating them materially different? As mentioned above, this division “is not an accurate representation of lymphoma biology.” *Id.* at ¶25. For example, “[t]here is no NCCN [National Comprehensive Cancer Network]⁶⁸ guideline for “indolent lymphoma” or “aggressive lymphoma” as a category. *Id.* at ¶ 23 (emphasis in original). Take, for example, follicular lymphoma, a subtype of NHL that Class Counsel and Monsanto consider “indolent,” resulting in substantially discounted payments for claimants, irrespective of their course of treatment and morbidity. As Dr. Singh explains, “[f]ollicular lymphoma commonly transforms into either DLBCL [diffuse large B cell lymphoma] or high-grade B-cell lymphoma, with a reported overall transformation rate of 10-37%” *Id.* at ¶ 37. These transformed lymphomas are “aggressive” lymphomas under the settlement structure, yet class members whose lymphoma started as an “indolent” lymphoma will be compensated based on their initial subtype diagnosis, regardless of transformation. The settlement’s bright line allocation decision based on these two scientifically irrelevant concepts makes no sense:

A patient who spends eight years with follicular lymphoma and then transforms to DLBCL cannot be assigned to either the indolent or the aggressive category for purpose of morbidity analysis – they have had both, sequentially, with distinct biological drivers, distinct treatment exposures, and distinct morbidity profiles at

⁶⁸ NCCN is a collaborative grouping of all leading National Cancer Institute-designated cancer centers in the United States and it provides guidelines for the management of most cancers. Singh Decl., Ex. 9, at 23.

each phase. . . . Post-transformation disease occupies a clinical and biological space that the binary entirely fails to accommodate – it is neither the disease the patient started with nor the disease it now resembles.

Id. at ¶ 38; *see also id.* at ¶ 44.

The agreement also does not adequately account for the fact that “indolent” NHL is incurable and generally receives ongoing treatment and monitoring due to the risk of progression or transformation, while certain “aggressive” subtypes of NHL are often curable. Singh Decl., Ex. 9, at ¶ 10 (“Modern diagnostic techniques, treatment regimens, and novel therapies have rendered their connotation – curable versus incurable – irrelevant.”); *see also id.* at ¶¶ 41–43. In short, the settlement is not fair or reasonable because the difference between “Indolent” and “Aggressive” subtypes does not rationally support the difference in payment amounts for people assigned to different settlement tiers based on their NHL subtype. *See* Rule 52.08(e)(2). Furthermore, the settlement is not fair or reasonable in that it provides the same compensation for Settlement Claimants who have Indolent cancers that require only surveillance, as for those Settlement Claimants who have Indolent cancers that progress and/or transform to more aggressive illness that requires surgery, chemotherapy, radiation, a stem cell transplant, and/or that results in death.

A second problem arises from the “Aggressive” versus “Indolent” categorization of Settlement Claimants. The Named Plaintiffs who purport to represent Subclass 1 *all* allege they suffered “Indolent” forms of NHL, yet a large segment of that subclass suffered an “Aggressive” subtype of NHL,⁶⁹ which Settlement Proponents agreed to treat as a different type of injury. The

⁶⁹ Class members who assert this Objection because they (or their decedent) have been diagnosed with NHL subtypes that Settlement Proponents consider “Aggressive” include the following individual Objectors as well as many of the Involuntary Class Members: Herbert Cook, Rick Cutlip, Mark Fallon, Erria Kaalund (for Bruce Kaalund, Dec’d), Bradford Lepp, Angel Obregon, Susan Palombo, Craig Salter, Benita Taylor (for Joyce Hannah, Dec’d), David Williams, Joann Winter (for Raymond Winter, Dec’d), and Aaron Woodring.

claims of the Named Plaintiffs are thus not typical of these class members, and the Named Plaintiffs cannot fairly and adequately protect their interests. *See* Rule 52.08(a)(3), (a)(4) & (e)(2)(A).

IX. Class Counsel Had a Conflict That Precluded Them from Fairly Representing the Interests of “Residential” Claimants.⁷⁰

Class Counsel simultaneously represented “Residential Users” and “Occupational Users,” but treated Occupational Users preferentially, apparently based on the assumption that Occupational Users experience greater Roundup exposure.⁷¹ In particular, Class Counsel negotiated significantly higher recoveries for Occupational Users (\$165,000 versus \$40,000 for the same injuries and age of diagnosis) and faster access to the settlement payouts. *See* Settlement Agreement, Dkt. 1–7, §§ 6.6(a) (Tier structure placing Occupational Users in highest tiers), 6.10(b) (providing that awards are paid in each Claim Year starting with Tier 1 and proceeding in order of Tiers until the available funds for that year have been disbursed). Yet no rational basis exists for this disparate allocation of the settlement funds: Occupational User status is predicated on just 80

⁷⁰ Without waiving their right to later claim Occupational User status, this Objection is asserted by the following individual Objectors who expect to submit claims as Residential Claimants, as well as all Residential Claimants among the Involuntary Class Members: Geoffrey Bell, Michael Blanchette, Suzanne Edwards Brean (for Clark Brean, Dec’d), James Brekke, John Chapman, Donald Cusick, Rick Cutlip, Carol Distefano (for Vincent DiStefano, Dec’d), Caroline Duchscher, Mark Fallon, Gary Frutkoff, Harry Harned, Thomas Hoffman, Erria Kaalund (for Bruce Kaalund, Dec’d), Ghassan Kandah, Brian Keith King, Robert Lavretta, Timothy Lawrence, Bradford Lepp, Robert McGrath, Nicole Moreland, Susan Palombo, Kathleen Pavek, John Joseph Pernik, William Poindexter, Jackie Presley (for Bryan Presley, Dec’d), Nicole Rogers, Craig Salter, Betty Slaughter, Benita Taylor (for Joyce Hannah, Dec’d), Melissa Vanella, Denise Willhite, David Williams, Gloria Jean Williams, Joann Winter (for Raymond Winter, Dec’d), and Aaron Woodring.

⁷¹ An ulterior motive may have existed – at least on Monsanto’s end. If 90 percent of class members are “Residential Users,” and these are paid *at most* \$40,000.00, the Occupational User category allows Monsanto to minimize its obligations under the settlement while rewarding its current customers of glyphosate-containing Roundup (and the agricultural constituency whose loyalty it claims). This also allows Settlement Proponents to advertise the possibility of settlements “up to \$165,000.00,” which is misleading as discussed in section II.A.2, above.

hours of time spent spraying Roundup, *Id.* § 6.6(b), which a Residential User could accumulate simply by spending, for example, an hour per month from March through November (8 months) over a 10–year time span, or just four months per year over a 20-year span – *i.e.*, at realistic levels of usage for members of the class. *See* Greenwald Decl. at ¶ 15. Class Counsel’s conflict of interest in representing these two constituencies at the same time made it impossible for Class Counsel to fairly represent the Residential Users’ interests in the negotiation. *See* Rule 52.08(g)(4); *Ortiz*, 527 U.S. at 864 (holding that intraclass conflicts must be addressed by recognizing independently represented subclasses). The unsupported distinction between Occupational and Residential Users, and the significant disparity in the amount and timing of their awards under the settlement, preclude final approval of the settlement in its current form.

X. The Settlement Is Not Fair or Reasonable for “Occupational” Roundup Users Because the Proof Required for Such Claims Makes the “Occupational” Category Virtually Illusory.⁷²

Gatekeeping procedures that make it difficult for Settlement Claimants to qualify as Occupational Users entitled to higher awards also render the settlement unreasonable and inadequate in its current form. As any lawyer with experience representing Roundup litigants would know, occupational use of Roundup dates back to 1974 and there are *many* Occupational Users among the class members whose significant exposure to Roundup dates back several decades. The Settlement Agreement requires extensive and elaborate documentary proof of occupational status, including “documentary evidence of employment or work in an occupational capacity where Roundup Products would typically be used,” along with documentary evidence of a requisite level of income from this employment, or “other reasonable proof that the Settlement

⁷² This Objection is asserted by the following individual Objectors, as well as all Occupational Claimants among the Involuntary Class Members: Gina Arzaga, Herbert Cook, Jon Ferguson, William Hamaker, Alan Jolin, Jesse Kauffman, Angel Obregon, Janet Ponsock, and Joseph Paul Shuman, and William Bourbon White.

Special Master deems sufficient” to prove occupational exposure which must be more than “attestation alone.” Settlement Agreement, Dkt. 1–7, § 6.3(a)(xvi). Yet many (if not *most*) class members who used Roundup extensively for their work decades ago (and/or their surviving family members) had no reason to collect or save documents that would prove they used Roundup occupationally – and the population of Occupational Users includes farmworkers, landscapers, groundskeepers, and other manual laborers who may not ever have had documentary records of their employment in the first place. This means that while a plaintiff in an individual lawsuit can rely solely on sworn testimony (their own, or that of co-workers or other witnesses) to prove their exposure to Roundup – and indeed, individual plaintiffs have recovered *hundreds of millions of dollars* from Monsanto based on this level of proof – such proof will *not* be sufficient to prove their occupational status in this settlement.⁷³ Documentation requirements for proof of claims as an Occupational User that are more stringent than what is needed to prove exposure in an individual lawsuit are neither fair nor reasonable to the large population of Occupational Users within the class. *See* Rule 52.08(e)(2)(C)(ii). The Court should not grant final approval unless and until more reasonable proof requirements are adopted.

XI. The Court Should Strike the Settlement’s Unethical and Unenforceable Fee-Sharing Provisions.

To coerce participation in the settlement, Settlement Proponents devised a set of fee-sharing provisions that pit lawyers against their own clients who are absent class members. In particular, Article XV of the Settlement Agreement invites attorneys to seek a share of the attorneys’ fee on the condition that they, *inter alia*, (1) agree not to represent more than 25 opt-

⁷³ Objectors’ counsel asked the Settlement Administrator whether a sworn declaration would be sufficient to prove occupational exposure where no other documentation is available, and was told that “formal guidance on the [Occupational User] documentation requirements” will not be available until after final approval is granted – well after class members’ June 4 deadline to decide whether to participate. *See* Levy Decl., Ex. 12, at ¶7, Ex. 5.

outs or other current or future Roundup plaintiffs outside the context of the Settlement and (2) sacrifice their independent professional judgment regarding the fairness of the Settlement Agreement in relation to their individual clients. It further punishes lawyers who continue to represent clients who choose not to participate in the Settlement by reducing and/or eliminating any fee recovery, regardless of the extent to which they contributed to the Roundup litigation without which this Proposed Settlement could not exist. As detailed below, these agreements likely violate Rules 4–5.6 and 4–1.7 of the Missouri Rules of Professional Conduct (and, very likely, the analogous rules of professional responsibility governing counsel who are admitted to practice in other states).

In Missouri, settlement agreements are contracts and subject to contract law. *See Emerick v. Mut. Benefit Life Ins. Co.*, 756 S.W.2d 513, 518 (Mo. banc 1988); *see also Women’s Care Specialists, LLC v. Troupin*, 408 S.W.3d 310, 315 (Mo. App. E.D. 2013). If “the subject or purpose of a contract concerns the doing of an illegal act or is against the public policy of the state, the contract will not be enforced by the courts.” *Grillo v. Glob. Patent Group LLC*, 471 S.W.3d 351, 356 (Mo. App. E.D. 2015) (internal quotation omitted). For that reason, Missouri courts have refused to enforce contracts that violate Missouri’s Rules of Professional Conduct, as those rules have “the force and effect of a judicial decision.” *Law Offices of Gary Green, P.C. v. Morrissey*, 210 S.W.3d 421, 425 (Mo. App. S.D. 2006) (refusing to permit attorney to seek payment under fee splitting agreement that did not comply with the Missouri Rules of Professional Conduct); *see also Londoff v. Vuylsteke*, 996 S.W.2d 553, 557 (Mo. App. E.D. 1999) (same). Accordingly, the Court should hold that these fee-sharing provisions of Section XV are unenforceable under Missouri contract law and should be struck from the settlement agreement.

A. The Settlement Agreement’s Provisions Prohibiting Attorneys from Receiving Attorneys’ Fees if They Continue to Represent More than 25 Roundup Clients Are Unethical and Unenforceable.

Article XV impermissibly requires that an attorney not represent (or receive a fee with respect to) more than 25 clients who elect to opt out of the settlement. *See* Settlement Agreement, Dkt. 1–7, at §§ 15.4, 15.7(a), 15.7(b).⁷⁴ Article XV also impermissibly prohibits plaintiffs’ attorneys from continuing to represent even those clients “who have been excluded from the Settlement Class”. *See* Settlement Agreement, Dkt. 1–7, at §§ 15.7(a), 15.7(b). By conditioning the receipt of a portion of an attorney’s award on their agreement to the above terms, Article XV of the Settlement Agreement creates conflicts of interest under the Missouri Rules of Professional Conduct. *See* Mo. Sup. Ct. R. 4-1.7; Mo. Sup. Ct. R. 4-5.6(b); *Londoff*, 996 S.W.2d. at 557.

A lawyer is prohibited from “offering or making . . . an agreement in which a restriction on the lawyer’s right to practice is part of the settlement of a client controversy.” Mo. Sup. Ct. R. 4-5.6(b). In other words, a lawyer in Missouri cannot agree to refrain from representing other persons in connection with the settlement of a client’s claims. *See* Mo. Sup. Ct. R. 4-5.6, cmt. 2. Missouri Rule of Professional Conduct 4-5.6 is based on Model Rule of Professional Conduct 5.6, which contains the same provision. That rule has been found to prohibit an attorney agreeing to – or even a defendant’s attorney offering or requiring – a restriction on the right of an attorney to

⁷⁴ Also, it includes a deeply disturbing restriction to prevent attorneys who represent class members from “shar[ing] expert reports or other litigation work product relating to any Claims related to Roundup Products with counsel for any plaintiffs pursuing any Claims related to Roundup Products against the Monsanto Parties.” Settlement Agreement, § 15.7(b). If, for example, attorneys who want to secure a share of the attorneys’ fees in this Settlement withdraw from representing an absent class member who insists on opting out, they must agree not to share materials such as the expert witness reports that are critical to their clients’ presentation of his or her case with their former client’s new attorney. This is without regard for the litigation status of the plaintiff who opts out. This provision would likewise prevent any attorneys appointed to Roundup litigation leadership in state or federal courts from exercising their leadership duties if they seek to partake in attorneys’ fees under the Proposed Settlement.

represent present and future clients against a defendant as part of a global settlement of some but not all of that attorney's existing clients. *See* ABA Formal Opinion 93-371 (Apr. 16, 1993) at 1, 3. But that is precisely what Article XV does.

State and federal courts applying the law of other states have issued sanctions and granted judgments in favor of clients against attorneys who have agreed to similar provisions in violation of rules based on Model Rule 5.6(b). *See, e.g., The Florida Bar v. St. Louis*, 967 So.2d 108, 111 (Fla. 2007) (ordering disbarment of attorney who, among other things, agreed to not represent future claimants against defendant as part of settlement of clients' claims); *see also Johnson v. Nextel Communications, Inc.*, 660 F.3d 131, 135 (2nd Cir. 2011) (finding claims sufficient to state a breach of fiduciary duty claim against attorneys who conditioned receipt of attorneys' fees on clients agreeing to resolve claims and not represent future claimants against defendant as part of client settlement).

A lawyer is also prohibited from representing a client if that representation would involve a concurrent conflict of interest. *See* Mo. Sup. Ct. R. 4-1.7(a). A concurrent conflict of interest exists where "there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client . . . or by a personal interest of the lawyer." Mo. Sup. Ct. R. 4-1.7(a)(2). Where a settlement agreement restricts the number of persons who can pursue individual relief in the context of a global settlement, that agreement creates a conflict of interest by putting clients in a position to lose their lawyers' services by not pursuing that relief early enough. *See* ABA Formal Opinion 93-371 at 5–6. This conflict is particularly acute where, as here, the agreement promises payment of an enlarged fee to the lawyer in exchange for the lawyer's agreement to restrict the number of clients she will continue to represent in ongoing litigation, directly pitting the lawyer's personal interest against the interests

of the client.

Article XV violates the Missouri Rules of Professional Conduct by forcing attorneys to agree not to represent current or former clients who are not subject to, or who opt out of, the Settlement Agreement. That Article further violates the Rules by creating a dual conflict of interest. First, clients who may wish to opt out of the Settlement Agreement may be forced to rush to be among the first 25 clients of their firm to opt out in order to retain their lawyers' services. Second, each plaintiff's firm's interest in receiving any portion of any fee award is placed in direct conflict with any client who wishes to opt out of the settlement agreement (or who has been excluded from the settlement class) because of the strict limitation of 25 opt-outs per firm. Third, each client of each plaintiff's firm who *is excluded from the settlement class* is also placed into an unwaivable conflict of interest with their attorneys as each attorney's interest in receiving an attorney's fee under the Settlement Agreement is subject to their agreement to cease representing such plaintiffs. Last, attorneys are incentivized to recommend the settlement to all clients – even those clients who would likely fare much better if they continued their litigation, or risk the right to share in the class fees.

These violations of the Missouri Rules of Professional Conduct (and likely other analogous rules governing the attorneys involved) make Sections 15.4, 15.7(a), and 15.7(b) of the Settlement Agreement unenforceable. *See Law Offices of Gary Green, P.C.*, 210 S.W.3d at 425 (refusing to permit attorney to seek payment under fee splitting agreement); *see also Londoff*, 996 S.W.2d at 557 (refusing to enforce agreement); *Grillo*, 471 S.W.3d at 356 (internal quotation omitted). Those terms must be struck for the Settlement Agreement to be valid or enforceable.

B. The Settlement Agreement's Provisions Require Plaintiffs' Attorneys to Sacrifice Their Independent Judgment in Violation of Applicable Rules of Professional Conduct.

Section 15.6 conditions any the receipt of any portion of the attorneys' fee on a written statement certifying that the attorney, "having exercised his or her independent judgment, . . . believes the Settlement Agreement to be fair and will make or has made best efforts to recommend the Settlement Agreement to his or her clients." Settlement Agreement, Dkt. 1-7, § 15.6. Section 15.7 separately requires each attorney to certify that any clients who opted out did so "despite the attorney's recommendation." *Id.* §§ 15.7(a), (b). Both provisions violate Rule 4-5.4, which prohibits a lawyer from permitting anyone who "recommends, employs, or pays" the lawyer to "direct or regulate the lawyer's professional judgment in rendering . . . legal services." Mo. R. Bar Rule 4-5.4. As scholars of class-action ethics have recognized, mandatory-recommendation provisions "run afoul of the lawyer's obligation to give a client independent and loyal advice." Howard M. Erichson & Benjamin C. Zipursky, *Consent Versus Closure*, 96 Cornell L. Rev. 265, 283 (2011). Sections 15.6 and 15.7 also run afoul of Missouri Rules of Professional Conduct 4-1.2(a) (requiring an attorney to abide by a client's decision whether to accept settlement of a matter), 4-1.4 (requiring lawyers to explain matters as reasonably necessary for clients to make informed decisions, 4-1.7(a) (which prohibits representation of a client for whom there is a significant risk that the attorney's advice will be limited by that attorney's duty to a third party, or the lawyer's own interests), and 4-2.1 (which requires a lawyer to exercise independent judgment and give candid advice to each client). *See* Erichson, 96 Cornell L. Rev. at 283-84 (discussing the host of ethical concerns raised by mandatory recommendation provisions).

What's more, the defensive language of section 15.6 that the attorney "exercise[] his or her independent judgment" and that "each attorney is expected to exercise his or her independent judgment in the best interest of each client individually before determining whether to recommend joining the settlement agreement", does not render the unethical mandatory recommendation

provisions suddenly ethical. *See* Erichson, 96 Cornell L. Rev. at 290–91 (insertion of language into settlement agreement that attorneys were “expected to exercise his or her independent judgment in the best interest of each client individually before determining whether to recommend enrollment” was insufficient to cure ethical violations of mandatory recommendation provisions). In this case, attorneys under the duress of choosing between their independent judgment regarding the Settlement Agreement’s fairness and their ability to claim a portion of the potentially \$675 million attorneys’ fee award, cannot be said to be truly exercising their independent judgment by making the above certification, especially for those attorneys who represent thousands, or even hundreds of clients. As set forth in these Objections, the terms of the Settlement Agreement make it difficult, if not impossible, to imagine that an attorney could, exercising her independent judgment, recommend this settlement to every one of her clients since the likelihood that 25 or less among the thousands of individuals she represents will not have a claim best pursued individually is vanishingly small. *See* Erichson, 96 Cornell L. Rev. at 284.

As an example, Class Counsel identifies the number of Roundup clients that Class Counsel and other firms endorsing the settlement and unconditionally recommending it to their clients represent, including Seeger Weiss’s 13,200 clients, Motley Rice’s 3,300 clients, Waters Kraus Paul & Siegel’s 1,800 clients, Wagstaff Law firm’s 6,800 clients, Nachawati Law Group’s 4,000 clients, Napoli Shkolnik’s 1,600 clients, and Ferraro Law Firm’s 1,500 clients, for a total of approximately 32,200 clients. *See* Seeger Decl. 1, Ex. 5, at ¶ 6. Given the scale of these firms’ Roundup clients collectively – or even individually for that matter – it is difficult to believe that the settlement is fair to every one of those clients and that a percentage of those clients do not present some of the individualized circumstances that should lead a lawyer to recommend against, or at a minimum discuss the pros and cons of, participation in this Settlement Agreement. Beyond

any potential sweetheart deals that Monsanto granted to Class Counsel's clients, the unfairness of the Settlement Agreement is further revealed by the likely existence of side deals made by firms who previously objected to the Settlement Agreement, but now have publicly supported the Settlement Agreement without any material change to its terms. For example, some law firms initially signed motions to intervene in the then-putative class action proceedings raising a number of objections to the Settlement Agreement, *see* Dkt. 10, 11 & 14, but afterward, upon information and belief, entered into a separate side agreement to settle their clients' cases and agreed to recommend the Settlement Agreement to their clients and publicly endorse the settlement. *See* Seeger Decl. 1, Ex. 5, ¶ 6. Any such agreements must be disclosed in a statement to the Court under Rule 52.08(e)(3). Also, each such agreement by definition is an agreement to "forego" the objections that firm had already asserted in the motion to intervene and should have been subject to court approval after a hearing under Rule 52.08 (e)(5)(B). Yet none of the agreements have been filed in this proceeding nor been subject to court review and approval.⁷⁵

Side settlements are also suggestive that class counsel has not procured a settlement in the best interest of the settlement class but instead sought any agreement that might survive a fairness hearing given the incentives provided by the side settlement. *See Ortiz*, 527 U.S. at 852–53 (citing Roger C. Cramton, *Individualized Justice, Mass Torts, and "Settlement Class Actions": An Introduction*, 80 Cornell L. Rev. 811, 832 (1995)). Side settlements represent efforts by the settlement parties to proffer indirect incentives to give defendants concessions and endanger the fairness of a settlement class action. *See* Cramton, 80 Cornell L. Rev. at 832–33. The Court "should

⁷⁵ Objectors ask that the Court require Settlement Proponents to immediately file a full disclosure of each such agreement, including all terms concerning, and consideration offered for (1) agreeing to recommend the Settlement to clients, and (2) agreeing to forego further opposition to the Settlement.

make detailed inquiries about side settlements” in this case to determine whether Class Counsel were fair representatives of this class, not just Monsanto’s chosen lowest bidders. *See id.* at 833; *see also* John C. Coffee, Jr., *The Corruption of the Class Action: The New Technology of Collusion*, 80 Cornell L. Rev. 851 (1995) (recommending greater scrutiny of settlement class actions as they permit a defendant to shop for the lowest bidding plaintiff’s attorney with whom to negotiate a global settlement).

This further suggests that the mandatory recommendation provisions of the Settlement Agreement, found in sections 15.6 and 14.7, are unfair and potentially unethical and must be struck from the Settlement Agreement. And, in evaluating the fairness, reasonableness, and adequacy of this Proposed Settlement, the Court should evaluate whether Class Counsel—or Monsanto—has entered into any side agreements to buy firms’ independent judgment and support of the Settlement Agreement, or to grant preferential terms to any groups of absent class members and/or their lawyers. *Cf., e.g., Ortiz*, 527 U.S. at 852-53 (discussing the significance of “inventory settlements” by class counsel that preemptively removed subgroups of their clients from the proposed class settlement).⁷⁶

XII. The Court Should Strike the Settlement’s Inequitable Distribution of Substantial Attorneys’ Fees to Class Counsel Long Before Most Class Members Will Be Paid.

Section XV provides for a distribution schedule of attorney’s fees – to be paid from the settlement fund – that prioritizes the financial interests of Class Counsel over those of the class members. Class members who cannot demonstrate that they will imminently die or become

⁷⁶ Should the class survive, Class Counsel fees should be subject to a lodestar crosscheck and an application of the factors enumerated by the Missouri Supreme Court in *Berry v. Volkswagen Group of Am., Inc.*, 397 S.W.3d 425, 431 (Mo. banc 2013). As explained in concurrently filed objections to the attorneys’ fees, this analysis would confirm that the foundational work upon which the fee request depends was, in reality, performed by lead counsel in the Roundup MDL.

homeless,⁷⁷ Settlement Agreement, Dkt. 1–7, at § 16.14(a) (providing for “Exigency Awards”), and who want to receive more than the highly-discounted “Quick Pay” payments ranging from \$6,000 to \$14,500,⁷⁸ will not receive payment until *well after* the “Effective Date” of the Settlement, which occurs when all appeals from final approval of the settlement have been exhausted. *See id.* at § 1.1(4)). Meanwhile, thirty days after final approval, 27.6% of the total attorney’s fee award will be paid from the settlement fund – a sum of **\$186.3 million** if Class Counsel’s fee application is granted, well exceeding the total \$100 million set aside for all “Quick Pay” and “Exigency Awards” in this time frame. *Id.* at § 15.5(a). A second lump sum – 15.3% (\$103,275,000.00) will be paid at the time of Monsanto’s first “Annual Payment Date” one year after all appeals from final approval are exhausted; a third payment of this size will be made the following year; and additional, stepped-down lump sum payments will be made annually until the seventh year after all appeals are exhausted from final approval. *Id.* Yet qualifying class members could have to wait 17 years (or even up to 21 years) to be paid – and meanwhile each lump sum payment of attorneys’ fees will reduce the available “Award Fund” for a given “Claim Year” from which Settlement Claimants may be paid, putting attorneys in line ahead of Settlement Claimants whose claims have been approved. This is neither fair nor reasonable to class members. *See Resnik Decl., Ex. 8, ¶¶ 12–14.* Any attorney’s fee awarded prior to the Effective Date should be limited to a reasonable percentage of the \$100 million set aside for payment to class members in this time that is no more than the 22 percent contingent fee cap agreed upon by Settlement Proponents, *id.*

⁷⁷ Settlement Proponents agreed to set aside \$20 million for payment of these awards between final approval of the settlement at the trial court level and the “Effective Date” after all appeals are exhausted. Settlement Agreement, Dkt. 1–7, at § 4.4(d)(iii).

⁷⁸ Settlement Proponents agreed to set aside \$80 million for payment of “Quick Pay” awards between final approval of the settlement at the trial court level and the “Effective Date” after all appeals are exhausted. *Id.* at § 4.4(d)(iii). These highly discounted awards are available only to Residential Users, or to injured class members diagnosed at age 78 or older. *Id.* at § 6.7(b).

at § 6.16(c), and subsequent lump sum fee awards should be spread over the same extended period as payments to the Settlement Claimants. Among other things, this should ensure more prompt payments to Settlement Claimants in the settlement's payment waterfall, since the funds available annually for payment of their claims would not be depleted so quickly by attorney's fee payments.

CONCLUSION

The titanic settlement devised by Class Counsel and Monsanto suffers deep flaws from stem to stern, should never have been publicly launched on March 4, 2026, and should have been vetted before the countless settlement due process violations occurred. *At minimum*, and despite the fact that the parties are now three months down the road, this Court should require profound revision to satisfy the requirements of Missouri's class action procedure while respecting the Due Process rights of the absent class members. The Court should not certify the settlement class or approve the Proposed Settlement in its current form.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing was filed and served by the Missouri Electronic Filing System on this 4th day of June 2026, to all counsel of record.

/s/ Mark R. Niemeyer

EXHIBIT 1



POLITICS

U.S. House of Representatives

Add Topic

House passes farm bill without controversial pesticides provision

Mary Walrath-Holdridge and Zachary Schermele USA TODAY

Updated April 30, 2026, 6:29 p.m. ET

A contentious pesticide provision that was removed from a government funding bill in January has again been stripped from proposed legislation at the behest of President Donald Trump's own "Make America Healthy Again" movement.

The House of Representatives passed the [Farm, Food, and National Security Act of 2026](#), known colloquially as the "farm bill," on April 30, the first time such extensive agriculture legislation could become law since Trump's first presidency.

Passed with a 224-200 vote, the bill now goes to the Senate, where lawmakers both across and within party lines have butted heads on several provisions of the legislation.

One of the largest sticking points of the bill was what critics called a "loophole" that protected pesticide companies like Bayer, which has [contended with many lawsuits alleging that its Roundup herbicide products, which contain the chemical glyphosate, cause cancer.](#)

In February, Trump [issued an executive order prioritizing](#) the U.S. production of glyphosate, saying the herbicide was critical to the nation's security. A similar provision shielding pesticide companies nearly [derailed a government funding bill](#) the previous month, but was ultimately killed before being reintroduced in the farm bill.

A last-minute vote to strip the language from the farm bill, led by Rep. Anna Paulina Luna, R-Florida, passed April 30 with a bipartisan vote of 280-142.

Glyphosate chemical takes center stage

Proponents of the legislation, including House Agriculture Chair Glenn Thompson, R-Pennsylvania, and Trump, have argued that glyphosate is a boon to American farmers.

In February, [Trump said the chemical allowed farmers](#) to "efficiently and cost-effectively produce food and livestock feed." Lobbying groups have also said that the measure would not directly impact current or future legislation, but would reaffirm existing federal law, [USA TODAY reported at the time.](#) In a statement to USA TODAY on April 30, Bayer said the provision was supported by

"hundreds of ag and farm groups" and was a "missed opportunity" for Congress.

"By taking this vote, Congress has turned their backs on U.S. farmers in an increasingly competitive global landscape by allowing blatant misinformation to undermine support for this critical provision," the company said.

Bayer, the only domestic producer of elemental phosphorus and glyphosate-based herbicides in the United States, [previously threatened to stop producing Roundup](#) in the country unless it obtained court protection against lawsuits blaming the pesticide for causing cancer.

The Environmental Protection Agency does not classify glyphosate as a carcinogen and does not require label disclosures for cancer risk. In March 2015, the World Health Organization's International Agency for Research on Cancer, consisting of 17 experts from 11 countries, [found that glyphosate is](#) "probably carcinogenic to humans."

Trump's pro-pesticides stance riles a MAHA fan base

The MAHA movement has been a [perhaps unexpected opponent](#) to the Republican-led legislation, as [USA TODAY previously reported](#). Outrage from activists, [including notable figures from within the MAHA space](#), seemed to ultimately serve as a tipping point for the provision's removal both in January and April.

"It's a huge slap in the face to MAHA," a self-identified "MAHA mom" [told USA TODAY in March](#) about Trump's executive order. "I think Trump is greatly underestimating how much the MAHA moms moved the needle and got him elected."

In a hearing on April 27, the [Supreme Court appeared divided over whether Bayer](#) can be sued for failing to warn that Roundup may cause cancer, hearing arguments in a [major case](#) that could block thousands of lawsuits and shield the company from billions of dollars in potential liability. The high court has not issued a ruling as of April 30.

Contributing: Swapna Venugopal Ramaswamy, Donnelle Eller, Stephen Gruber-Miller, USA TODAY.

EXHIBIT 2

Roundup pesticide debate continues following failure of Bayer-backed bill

St. Louis Public Radio & River City Journalism Fund | By Evy Lewis

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Evy Lewis / St. Louis Public Radio

A billboard from Modern Ag Alliance, a coalition of agricultural organizations founded by Bayer, stands next to Highway 63. The link leads to a website urging people to support legislation to protect glyphosate manufacturers from litigation.

Standing by the side of Highway 63 with the Missouri state Capitol on the horizon, there's a billboard that says, "Stand Up for Glyphosate."

Glyphosate is the key ingredient of Roundup, the flagship herbicide of Monsanto. Monsanto was based in St. Louis until it was purchased by German company Bayer in 2016. Monsanto and Bayer have been subject to tens of thousands of lawsuits alleging they didn't warn customers that exposure to Roundup could cause cancer.

There's no scientific consensus that Roundup is a carcinogen, but judgments and settlements have cost Bayer billions. Most recently, a Missouri appeals court upheld a \$611 million judgment against the company.

A bill introduced by Rep. Dane Diehl, R-Butler, this year and supported by Bayer would have insulated Bayer and other chemical companies from those lawsuits. The bill would have prevented companies from being sued over the contents of pesticide labels if those labels have been approved by the EPA.

Since the EPA has not concluded that Roundup can cause cancer, litigants would no longer be able to claim in court that they weren't properly warned about cancer risks.

"You know, when the amount of litigation out there starts almost hampering or changing a business model, you have to look from a business standpoint at what has to change," Diehl said during floor debate on the legislation. This was Diehl's second year sponsoring the bill.

Sen. Justin Brown, R-Rolla, introduced identical legislation in the Senate. The bill passed committee but made it no further. Both Brown and Diehl declined to be interviewed for this story.



Daniel Shular/Daniel Shular

Missouri Sen. Justin Brown, R-Rolla, right, at the state Capitol in Jefferson City in January 2021.

Brenda Peculis, a retired University of Missouri professor of biochemistry, is opposed to the

legislation.

Peculis said that since more independent studies have been done in the decades since Roundup received its initial EPA approval, the company should be required to attach more warnings. As a volunteer for the City of Columbia, she uses glyphosate to manage invasive plants.

"Every bottle I get says, 'Caution, contains glyphosate.' The city will do this for me. Why will the company not do it for my neighbor, who goes to the hardware store to buy it?" Peculis said.

The EPA is in the process of updating its glyphosate registration to incorporate more recent research.

"EPA is currently updating its evaluation of the carcinogenic potential of glyphosate to better explain its findings and include the current relevant scientific information," an EPA spokesperson said in a statement. "EPA's underlying scientific findings regarding glyphosate, including its finding that glyphosate is not likely to be carcinogenic to humans, remain the same."



Brian Munoz / St. Louis Public Radio

Missouri Gov. Mike Kehoe, pictured on May 16, said it was important to make sure glyphosate remains available as a tool for farmers.

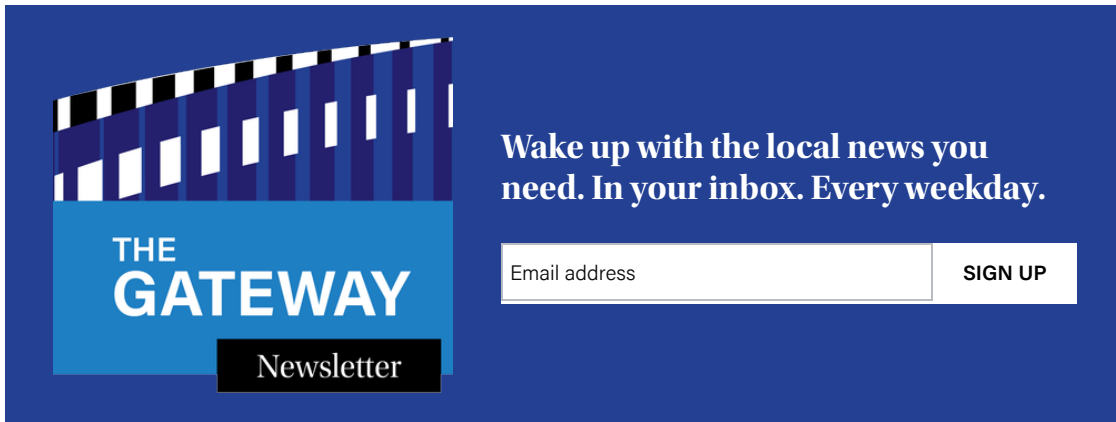
Glyphosate in farming

Glyphosate is important to what's called no-till farming, in which weeds are controlled with methods like herbicides rather than through tillage. No-till farming is popular because it preserves soil and prevents erosion.

At a press conference after the session ended, Gov. Mike Kehoe said it was important to make sure glyphosate remains available as a tool for farmers.

"I was disappointed that bill didn't get passed," Kehoe said. "It's very important to many of our ag producers across the state, as well as the actual manufacturers that make those products."

Many supporters of the legislation, including Kehoe, say the lawsuits against Bayer are driven by lawyers seeking lucrative settlements.



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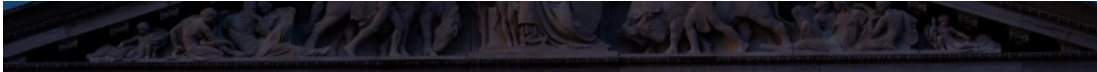
Proponents worry that if Bayer continues losing money to lawsuits, it may deem Roundup too much of a financial liability and remove it from the market.

"If for some reason that particular product is not produced anymore in the United States, farmers are still going to need that type of product, that type of weed control," Kehoe said. "(Glyphosate) will be produced somewhere, and if it is, it won't be produced in this country, and farmers will not have the same protections or liability recourse."

Jess Christiansen, Bayer's head of crop science communication, says the bill wouldn't represent blanket immunity for the company. Bayer could still be sued over charges like negligence, just not over failure to warn.

"Of course people should have their day in court," Christiansen said. "This language is really specific to the labeling requirements that we as companies are held to by the EPA."





Brian Munoz / St. Louis Public Radio

The Missouri State Capitol last year in Jefferson City.

Lobbying efforts

Rep. Adrian Plank, D-Columbia, opposed the bill, calling it “purchased policy.” Plank’s opposition is partly rooted in the fact that a friend and constituent died of lymphoma that he believed was caused by Roundup.

“He kept the jug that he thought gave him that cancer,” Plank said. “He didn’t make it to his third bone marrow transplant and died.”

Plank said Bayer’s push to block lawsuits is driven by greed.

“It’s an investment for them to buy politicians and policy, because it’ll save them money in the long run,” said Plank. “They lost the last four lawsuits to the tune of \$11 billion and was able to pay it.”

The billboard on Highway 63 is just one element of a nationwide advertising campaign supporting the bill and parallel legislation in other states. The billboard is paid for by Modern Ag Alliance, a coalition of agricultural industry organizations founded by Bayer.

Modern Ag Alliance members include the Missouri Corn Growers Association and the Missouri Soybean Association. Diehl is a board member of the Missouri Soybean Association.



Brian Munoz / St. Louis Public Radio

Missouri State Rep. Bruce Sassmann, R-Bland, tosses papers into the air at the end of the legislative session at the state Capitol on May 15 in

Jefferson City.

The bill dies

The bill passed the House by a vote of 85-72, just three votes over the threshold for passage. House Republicans were split on the bill, with 24 voting against.

But that momentum was halted in the Senate when mailers were sent to the districts of some of the most conservative Republican senators, urging them to support the bill. The nine senators targeted held a press conference saying they wouldn't be pressured into supporting the legislation.

One of them, Sen. Nick Schroer, R-Defiance, said granting legal immunity to any corporation violates Missourians' Seventh Amendment rights.

"I think as long as it's going to provide some form of immunity or some form of legal protection for makers of products in the state of Missouri that could possibly injure our constituents it's not going to be something we're going to support," Schroer said.

The Republican opposition in the Senate meant the bill never saw a vote and died with the end of the legislative session.



Mallory Pool / The Columbia Missourian

The Republican opposition in the Missouri Senate, pictured in January with Gov. Mike Kehoe presiding, meant the Bayer-backed bill never saw a vote and died with the end of the legislative session.

What comes next

The billboard next to Highway 63 has a link to a website where, through a form letter, visitors

from any state can contact legislators to urge them to protect glyphosate manufacturers. In addition to advocating for state-level bills, Bayer has lobbied for similar protections on the federal level.

Similar legislation backed by Bayer passed in [North Dakota](#) and [Georgia](#) earlier this year.

"Those two have been signed into effect, and so that's a big success story for the dialogue, and for the movement of really making sure we keep access to well-tested, safe and efficacious and affordable products for farmers to use," Christiansen said.

Plank said he has no doubt the bill will come up again next year.

"I'm sure of it. You've got to remember that the bill sponsor is on the board of Missouri Soy, and that's what they want," Plank said. "They're going to pander to the people who give them a bunch of money, and that's Monsanto-Bayer."

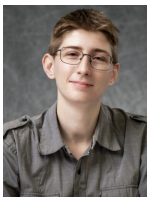
Christiansen said Bayer is keeping its options open regarding what legislation it will endorse in Missouri in the 2026 session.

The River City Journalism Fund supports St. Louis Public Radio's Statehouse internship. Evy Lewis is the 2025 reporting intern. See rcjf.org for more information about the fund, which seeks to advance journalism in St. Louis.

Have a question or comment about this story? Email St. Louis Public Radio.

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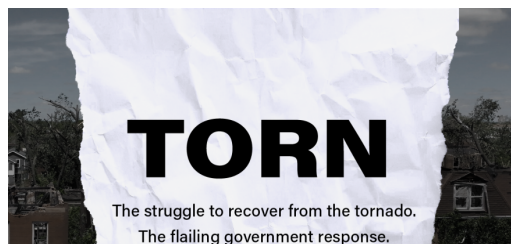
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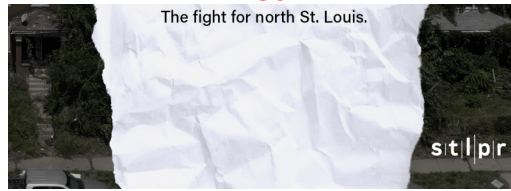


Evy Lewis

Evy Lewis is St. Louis Public Radio's 2025 Missouri Statehouse reporting intern. The internship is supported by the River City Journalism Fund, which seeks to advance journalism in St. Louis. For more information, see rcjf.org.

[See stories by Evy Lewis](#)





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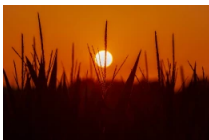
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EXHIBIT 3



Regulatory Toxicology and Pharmacology

Volume 31, Issue 2, April 2000, Pages 117-165

RETRACTED: Safety Evaluation and Risk Assessment of the Herbicide Roundup and Its Active Ingredient, Glyphosate, for Humans

Gary M. Williams^a, Robert Kroes^b, Ian C. Munro^{c,2}

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This article has been retracted: please see Elsevier Policy on Article Withdrawal (<https://www.elsevier.com/locate/withdrawalpolicy> )

This article has been retracted at the request of handling (co)Editor-in-Chief, Prof. Martin van den Berg, Ph.D.

Concerns were raised regarding the authorship of this paper, validity of the research findings in the context of misrepresentation of the contributions by the authors and the study sponsor and potential conflicts of interest of the authors. I, the handling (co)Editor-in-Chief of *Regulatory Toxicology and Pharmacology*, reached out to the sole surviving author Gary M. Williams and sought explanation for the various concerns which have been listed in detail below. We did not receive any response from Prof. Williams.

Hence, this article is formally retracted from the journal. This decision has been made after careful consideration of the COPE guidelines and thorough investigation into the circumstances surrounding the authorship and content of this article and in light of no response having been provided to address the findings. The retraction is based on several critical issues that are considered to undermine the academic integrity of this article and its conclusions:

1. **Carcinogenicity and Genotoxicity Assessments** The article's conclusions regarding the carcinogenicity of glyphosate are solely based on unpublished studies from Monsanto, which have failed to demonstrate tumorigenic potential. The handling (co) Editor-in-Chief also became aware that by the time of writing of this article in the journal, the authors did not include multiple other long-term chronic toxicity and carcinogenicity studies, that were already done at the time of writing their review in 1999. In their article the authors state that they are aware of other studies, that were unpublished and not available. However, the authors do not specify to what extent they tried to incorporate the findings of these (unpublished) studies. The reasons for this remain undisclosed but bring into question the broader objectivity of the conclusions presented. The handling (co)Editor-in-Chief identified the following additional publications:

Atkinson C, Martin T, Hudson P, Robb D. Glyphosate: 104 week dietary carcinogenicity study in mice. In: Inveresk Research International. Tranent: IRIPProject No. 438618; 1993.

Sugimoto K. 18-Month Oral Oncogenicity Study in Mice, Vol. 1 and 2. Kodaira-shi: The Institute of Environmental Toxicology; 1997. Study No.:IET 94-0151.

Takahashi M. Oral feeding carcinogenicity study in mice with AK-01. Agatsuma: Nippon Experimental Medical Research Institute Co. Ltd.; 1999.

Enemoto K. 24-Month Oral Chronic Toxicity and Oncogenicity Study in Rats, Vol. 1. Kodaira-shi: The Institute of Environmental Toxicology; 1997.

Suresh TP. Combined chronic toxicity and carcinogenicity study with glyphosate technical in Wistar rats. Syngenta: Toxicology Department Rallis Research Centre, Rallis India Limited; 1996.

While it is recognized that these publications were not featured in peer-reviewed journals, the review by Williams, Kroes, and Munro did extensively utilize unpublished studies, which did not seem to impede its publication. Therefore, the conclusions about the non-carcinogenicity of glyphosate or Roundup in this article are limited to the Monsanto studies alone and hamper a general conclusion as suggested by the authors.

2. **Lack of Authorial Independence** Litigation in the United States revealed correspondence from Monsanto suggesting that the authors of the article were not solely responsible for writing its content. It appears from that correspondence that employees of Monsanto may have contributed to the writing of the article without proper acknowledgment as co-authors. This lack of transparency raises serious ethical concerns regarding the independence and accountability of the authors of this article and the academic integrity of the carcinogenicity studies presented.

3. **Misrepresentation of Contributions** The apparent contributions of Monsanto employees as co-writers to this article were not explicitly mentioned as such in the acknowledgments section. This omission suggests that the authors may have misrepresented their unique roles and the collaborative nature of the work presented. The failure to disclose the involvement of Monsanto personnel in the writing process compromises the academic independence of the presented findings and conclusions drawn in the article regarding carcinogenicity.
4. **Questions of Financial Compensation** Further correspondence with Monsanto disclosed during litigation indicates that the authors may have received financial compensation from Monsanto for their work on this article, which was not disclosed as such in this publication. The potential financial compensation raises significant ethical concerns and calls into question the apparent academic objectivity of the authors in this publication, which concerns and questions have not been answered.
5. **Ambiguity in Research Findings** This article has been widely regarded as a hallmark paper in the discourse surrounding the carcinogenicity of glyphosate and Roundup. However, the lack of clarity regarding which parts of the article were authored by Monsanto employees creates uncertainty about the integrity of the conclusions drawn. Specifically, the article asserts the absence of carcinogenicity associated with glyphosate or its technical formulation, Roundup. It is unclear how much of the conclusions of the authors were influenced by external contributions of Monsanto without proper acknowledgments.
6. **Weight-of-Evidence Approach** The authors employed a weight-of-evidence approach in their assessment of glyphosate's carcinogenicity and genotoxicity. While this methodology is sound in principle, the potential biases introduced by undisclosed contributions from Monsanto employees and the exclusion of other existing long-term carcinogenicity studies may have skewed the interpretation of the data. The authors' critical analysis of both unpublished and published studies must therefore be viewed with caution.
7. **Historical Context and Influence** The paper had a significant impact on regulatory decision-making regarding glyphosate and Roundup for decades. Given its status as a cornerstone in the assessment of glyphosate's safety, it is imperative that the integrity of this review article and its conclusions are not compromised. The concerns specified here necessitate this retraction to preserve the scientific integrity of the journal.

8. **Conclusion** In light of the aforementioned issues, the handling (co) Editor-in-Chief lost confidence in the results and conclusions of this article, and believes that the retraction of this article is necessary to maintain the integrity of the journal. The scientific concerns regarding the lack of carcinogenicity only derived from Monsanto studies, concerns regarding (ghost-) authorship(s) and potential conflicts of interest, none of which have been responded to, are sufficient to warrant this action. We appreciate the understanding of the scientific community regarding this matter and remain committed to upholding the highest standards of integrity in published research in *Regulatory Toxicology and Pharmacology*.

Disclaimer: As handling (co)Editor-in-Chief, I emphasize that this retraction does not imply a stance on the ongoing debate regarding the carcinogenicity of glyphosate or Roundup, but originates from directly following the COPE guidelines.

Correspondence: martinvandenberg@editor-regtoxpharm.com ↗



Previous

Next



EXHIBIT 4

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

RANDALL KING, SCOTT BUTTERFIELD,
ROBERT KOEHLER, MICHAEL MERX,
and BRUCE WALDMAN,

Plaintiffs,

v.

MONSANTO COMPANY,

Defendant

Case No. 4:26-cv-813-HEA

**DECLARATION OF ROBIN L. GREENWALD IN SUPPORT OF
OBJECTIONS TO PROPOSED CLASS ACTION SETTLEMENT**

I, Robin L. Greenwald, declare under penalty of perjury, as follows:

1. I am an attorney at Weitz & Luxenberg, P.C. (“WL”). WL filed the first Roundup lawsuit relating to non-Hodgkin lymphoma in the United States. I have served as co-lead counsel in Multi-District Litigation No. 2741, *In re: Roundup Products Liability Litigation*, Case No. 16-md-02741-VC (N.D. Cal.) (the “Roundup MDL”) since its inception in 2016. I also currently represent to approximately 1,900 individuals who have Roundup claims against Monsanto, am co-counsel in approximately one thousand more, and I have represented many more thousands of plaintiffs in Roundup cases that have settled.

2. I submit this declaration in support of Objections to the Proposed Class Action Settlement, filed on behalf of WL clients identified in the objections. I submit this declaration based on my personal knowledge of the facts stated in this declaration, and if called to testify, I could and would competently testify to the matters stated herein.

3. In *O’Brien, et al., v. Monsanto Co.*, No. 24SL-CC0339, a trial of eight consolidated Roundup plaintiffs in the Circuit Court for the County of St. Louis, Missouri, Monsanto invoked

the *King* stay order to successfully postpone a trial set to begin on May 18, 2026. Several of those eight trial plaintiffs had waited over eight years for that trial date.

4. In *McCall, et al. v. Monsanto Co.*, Nos. 22AC-CC0974, 24AC-CC0998, & 24AC-CC02762, in the Circuit Court of Cole County, Missouri, Monsanto similarly sought to use the *King* stay order to avoid an imminent trial, and Class Counsel filed an Amicus Curiea Brief in support of Monsanto's position. *See* Exhibit. 1. The trial judge in *McCall* refused to follow the *King* stay order, and the cases settled shortly thereafter.

5. Objectors' counsel has taken numerous steps to explain the King settlement to their clients. For example, even before entry of the Preliminary Approval Order, Objectors' counsel had begun reaching out to their affected clients to inform them of the existence of proposed settlement so they would not be anxious by the news reports.

6. Objectors' counsel have conducted eighteen informational webinars and engaged in an extensive campaign of emails, letters, text messages, and phone calls, in an attempt to advise their clients regarding the settlement and obtain and execute their decisions regarding participation, opting out, and objecting by the June 4, 2026 deadline.

7. A proposed class of tens or hundreds of millions of members of the proposed class fails to account for the fact that lymphoma is a serious cancer and people diagnosed with the disease often, but not always, experience long-term disabilities and secondary conditions that result in individualized, person-specific damages. Monsanto would be hard pressed to disagree: every time undersigned counsel makes a motion for a multi-plaintiff trial – typically requesting a consolidated trial of between four and eight plaintiffs be tried together – Monsanto objects on the grounds that individual issues among the proposed trial plaintiffs far outweigh the efficiencies of trying them together.

8. Based on W&L's communications with its Roundup clients since the *King* settlement was announced, we have learned that it is near impossible to wholesale recommend to clients that the settlement is fair and in their best interest. By way of example, our firm objectively

explains the pros and cons of a class settlement generally, and the King settlement specifically, with clients, resulting in a high opt out rate – over 60%.

9. The notice doesn't tell putative class members that Monsanto/Bayer can and will continue to sell Roundup-containing glyphosate and that it will not warn people of its dangers either. (While Monsanto removed glyphosate from its consumer lawn and garden formulations in 2022, it has continued to sell glyphosate-containing Roundup for commercial applications and is free to resume selling the consumer product at any time.) Having represented Roundup plaintiffs for over ten years, undersigned counsel knows that this omission is significant, as many Roundup clients want to try their case to ensure that the dangers of Roundup exposure remain in the public domain and to raise awareness of the need for future users of Roundup to take precautions when using the product. If class members knew that Monsanto was going to continue to sell glyphosate-based Roundup *without* warning future users of its carcinogenic properties, that information would factor into their decision-making about whether to opt out or oppose the settlement.

10. Attorneys at W&L conducted 18 webinars that were attended by approximately 900 clients from states across the country. At each webinar, the attorney conducting the webinar asked clients to let us know in the chat function whether they had seen any commercial, heard a radio ad, or otherwise received information about the settlement (other than from our firm). Of the approximate 900 participants, ***only two clients*** had seen a weedkiller settlement commercial. The last webinar was the last week of April, eight weeks after the Court granted preliminary approval and well over half-way through the opt out period.

11. Anyone who has represented Roundup clients would know that medical liens for lymphoma treatment can be in the hundreds of thousands of dollars (regardless of the lymphoma being “Aggressive” or “Indolent” as those terms are defined in the King settlement). The absence of information in the Notice regarding the maximum percentage of recovery could go to a medical lien, clients are generally deeply concerned that their entire award will be taken by their medical insurance providers. This is particularly damaging as individual litigants are typically able to negotiate a one-third lien cap in their own cases.

12. WL first received actual notice from the Settlement Administrator on April 17, 2026 – forty-four days into the 90-day notice period – regarding some of our clients and again on June 2, 2026 – two days before the end of the opt out/objection deadline -- for a case filed on February 19, 2026, which was prior to the start of the Notice period.

13. The *King* settlement provides a release for several entities that have not been named in previous Roundup litigation, have not been subject to any discovery regarding their potential liability, did not provide information regarding their financial condition, and do not provide any compensation to class members.

14. Putative class members whose case has been actively litigated will have incurred litigation expenses not accounted for by the settlement, which for most Subclass 1 members (“Residential Users”) may easily exceed the entire amount they can be awarded through the settlement depending upon the stage of litigation they had reached at the time of filing.

15. Occupational User status is predicated on 80 hours of time spent spraying Roundup, which a Residential User could accumulate simply by spending, for example, an hour per month from March through November (8 months) over a 10–year time span, or just four months per year over a 20-year span – i.e., at realistic levels of usage for members of the class.

Dated: June 4, 2026

Respectfully Submitted,

/s/ Robin Greenwald

Robin Greenwald

CERTIFICATE OF SERVICE

I hereby certify that on June 4, 2026, I caused a true and complete copy of the foregoing to be electronically filed via the Court's ECF system, which will cause a copy to be served upon all counsel of record.

June 4, 2026

By: /s/ Robin Greenwald
Robin Greenwald

EXHIBIT 1

IN THE CIRCUIT COURT OF COLE COUNTY, MISSOURI

SHERRI MCCALL, Individually and as)
the Personal Representative of the Estate)
of Donnie McCall,)

Plaintiff,)

v.)

MONSANTO,)

Defendant.)

Case No.: 22AC-CC00974

JACK MCDOWELL,)

Plaintiff,)

v.)

MONSANTO,)

Defendant.)

Case No.: 24AC-CC09998

MARY ALICE O'QUINN, Individually)
and as Successor-in-Interest to)
MICHAEL JAMES O'QUINN,)

Plaintiff,)

v.)

MONSANTO,)

Defendant.)

Case No.: 24AC-CC02762

AMICUS CURIAE BRIEF REGARDING STATUS OF TRIAL DATE

COME NOW, Randall King, Scott Butterfield, Robert Koehler, Michael Merx, and
Bruce Waldman, on behalf of Subclasses 1 and 2, by and through their undersigned
counsel, and hereby submit this Amicus Curiae Brief Regarding the Status of Trial Dates:

Movants here are the class representatives in a class action settlement pending in the Circuit Court for the City of St. Louis, Missouri, Case No. 2622-CC00325. The Class includes all individuals who were exposed to Monsanto's Roundup products, with certain specific exceptions. Those who have a current diagnosis of Non-Hodgkin's Lymphoma ("NHL") are within Subclass 1, and those that have not been diagnosed with NHL are in Subclass 2 with an opportunity to submit a claim for compensation if they are diagnosed with NHL in the future. The Class was preliminarily certified by the Court on March 4, 2026. (Exhibit 1, Preliminary Approval Order).

Per the Preliminary Approval Order (POA) which is grounded in well-established Missouri law, all Class members have the right and option to opt out of the Settlement Class by submitting a timely and proper opt-out application in accordance with the Court's instructions. (Ex. 1, PAO, p. 10-13). Any person that submits a valid and timely opt-out that is ultimately approved by the Court will not be subject to the terms of the Settlement Class and will be free to pursue their claims in court. The Court's POA on March 4, 2026 opened the opt-out window, and individuals have until June 4, 2026 to submit their opt-out (90 days). The POA has specific instructions on what is required to be considered a valid opt-out. (Ex. 1, PAO, p. 10-12).

The opt-out protocol approved by the Court is as follows: all opt-out requests are submitted to the court-appointed class Administrator for review and then they are provided to class counsel and Defendant who have their own an opportunity to review for completeness and deficiencies. (See Ex. 1, POA, p. 12-13). Within 7 days of the close of the opt-out period (June 4, 2026), the Administrator will provide a complete list of all valid

opt outs. *Id.* Therefore, an opt-out application is not effectuated merely upon its submission. In fact, any claimant who submits a valid opt-out has the opportunity to withdraw it prior to the entry of a Final Order and Judgement.

The Cole County Plaintiffs here initially filed a Notice of their Request to opt out through their counsel on February 24, 2026, prior to the start of the opt-out period. (Ex. 2, Notice of Filing). These Plaintiffs then submitted additional opt-out applications during the opt out period [Exhibit 3], however, those are now in the review process and are considered pending per the Court ordered process. Therefore, no opt out has been effectuated.

Until the Court-ordered opt-out procedures are completed, reviewed, and approved (or not), class membership status remains unresolved by the clear terms of the POA. Proceeding to trial while this orderly process is incomplete creates a substantial risk of inefficiency, inconsistency, and post-trial complications. If the Settlement Court later determines that the opt-out requirements were not satisfied, the validity of the proceedings in this case could be challenged, resulting in unnecessary motion practice, enforcement disputes, or appellate proceedings. Conducting a jury trial before the party's status is procedurally resolved risks expending judicial resources on proceedings that could later be called into question.

The Cole County Plaintiffs' Emergency Motion asks this Court to allow the case to proceed to trial as scheduled on the premise that Plaintiffs have opted out of the class action and therefore are not subject to any class-related limitations. That position assumes a fact that is not yet established. Plaintiffs' opt-out status has not been confirmed through the court-approved process and has not been reviewed or approved by the Settlement Court or

the court-appointed Settlement Special Master. The Emergency Motion treats the filing of an intent to opt out followed by the preliminary step of submission to the administrator as legally dispositive, but it is not. Under the governing framework of Missouri's Rule 52.08 that controls class actions, opt-out effectiveness depends on compliance with the procedures established by the POA as well as judicial review of that compliance. All class members, including these Plaintiffs, are subject to these same requirements.

Proceeding to trial now would require this Court to assume the validity of opt-outs that have not yet been determined to be effective, which would vest these Plaintiffs with legal rights that they may or may not ultimately have. That assumption is unnecessary and avoidable.

A short continuance allows the Settlement Court overseeing the class action to complete its evaluation of the opt-out process and determine whether the required procedures have been satisfied, without requiring this Court to rule on the merits of the opt-out issue or to defer its authority. Granting a short continuance preserves the orderly administration of justice, avoids the risk of inconsistent rulings between Missouri circuit courts, and ensures that any trial proceeds on a clear and procedurally sound footing. It does not adjudicate the merits of any party's position, does not prejudice Plaintiffs' ability to pursue their claims if their opt-outs are approved, and does not confer any improper advantage on any party. It simply prevents the case from moving forward while a court-supervised process governing the party's status remains incomplete.

Furthermore, pending before the United States Supreme Court is the case of *Monsanto v. Durnell*, No. 24-1068, where the Supreme Court will be deciding whether

federal preemption applies to Monsanto's Roundup label which goes to the viability of failure to warn claims under state law. Oral argument is set for April 27, 2026¹. The April term of the United States Supreme Court ends, with all merits opinions issued, on June 30, 2026. Therefore, the short continuance past the end of June, will resolve the pre-emption issues which may serve to negate some claims of the parties in this case.

Accordingly, a short continuance serves judicial economy by reducing the likelihood of duplicative litigation and allowing the parties an opportunity to explore resolution while opt-out procedures are finalized. Proceeding in this manner avoids the greater delay and disruption that would result from trying the case now and litigating procedural consequences later.

For these reasons, good cause exists to continue the trial setting for ninety days.

WHEREFORE, Movants request that this Court continue the relevant trial settings for ninety days, and for any further relief deemed just and proper.

Respectfully submitted,

ELLINGER BELL LLC

By: /s/ Marc H. Ellinger

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¹ <https://www.scotusblog.com/cases/case-files/monsanto-company-v-durnell/>

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CERTIFICATE OF SERVICE

A copy of the foregoing was filed and served this 10th day of March, 2026, using the Court's electronic filing system.

/s/ Marc H. Ellinger

Marc H. Ellinger

EXHIBIT 5

Christopher A. Seeger
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Lead Counsel for the Putative Missouri Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: ROUNDUP PRODUCTS LIABILITY LITIGATION	MDL No. 2741 Case No. 16-md-02741-VC
This document relates to: ALL ACTIONS	
<i>Jones v. Monsanto Co.</i> , 3:26-cv-01455 <i>Schramm v. Monsanto Co.</i> , 3:26-cv-01461 [As to ECF No. 21962 Argument Part III]	

DECLARATION OF CHRISTOPHER A. SEEGER

Pursuant to 28 U.S.C. 1746, I, Christopher A. Seeger, hereby declare as follows:

1. I am a partner at Seeger Weiss LLP and a member in good standing of the Bars of the State of New Jersey and the State of New York, as well as several United States District Courts and United States Courts of Appeals.

2. I respectfully submit this declaration in support of the Opposition filed herewith to the Joint Motion of MDL Co-Lead Counsel and Wave 10 Plaintiffs Jones and Schramm for Injunctive Relief or, in the Alternative, Declaratory Relief Related to Proposed National Roundup

Settlement [ECF No. 21962] (the “Motion”). The Motion seeks an injunction against Seeger Weiss LLP and other firms in their capacities as Class Counsel in *King v. Monsanto Co.*, No. 2622-CC00325 (Mo. 22nd Jud. Cir.), currently pending in the Circuit Court of the City of St. Louis in the state of Missouri (the “Missouri Action”).

3. My experience and qualifications are set forth in my declaration filed on February 17, 2026, in support of preliminary approval of the class settlement in the Missouri Action. The relevant experience and qualifications of remaining Subclass 1 counsel in the Missouri Action—Joseph Rice, Peter Kraus, and John Eddie Williams—are likewise set forth in Exhibit A to that declaration. A true and correct copy is attached as **Exhibit 1**.¹ Mr. Kraus has also submitted an affidavit providing additional detail regarding the experience of his firm and Mr. Williams’s firm litigating Roundup claims. A true and correct copy is attached as **Exhibit 2**. Mr. Rice has also submitted an affidavit describing his firm’s experience litigating Roundup claims. A true and correct copy is attached as **Exhibit 3**. The relevant experience and qualifications of Subclass 2 counsel in the Missouri Action—Eric Holland and Michael Ketchmark—are set forth in the declaration filed by Eric Holland on February 17, 2026, in support of preliminary approval of the class settlement in the Missouri Action. A true and correct copy with relevant exhibits is attached as **Exhibit 4**.²

4. Collectively, Counsel for Subclass 1 in the Missouri Action represent thousands of individuals with Roundup claims pending or subject to tolling agreements. Seeger Weiss alone

¹ My declaration was filed as Exhibit 3 to the Motion for Preliminary Approval in the Missouri Action.

² Mr. Holland’s declaration was filed as Exhibit 2 to the Motion for Preliminary Approval in the Missouri Action.

represents over 13,000 such claimants—the single largest group of remaining unresolved Roundup claims.

5. Over the past several years, Missouri has become the location of the overwhelming majority of Roundup litigation. Currently, many tens of thousands of Roundup plaintiffs have cases pending in the Missouri state courts, compared to 301 plaintiffs in the MDL and approximately 75 plaintiffs across other federal courts. Seeger Weiss alone has filed cases on behalf of more than 3,500 plaintiffs in Missouri.

6. The class action settlement proposed in the Missouri Action has broad-based support among firms handling a large majority of the Roundup litigation, including former MDL Co-Lead Counsel Aimee Wagstaff and firms that previously opposed the prior proposed settlements in this Court. In addition to Class Counsel in the Missouri Action, numerous other law firms representing substantial numbers of Roundup claimants have publicly declared their support for the Settlement and/or have agreed to serve on the plaintiffs' steering committee to implement the Settlement. On information and belief, collectively, Subclass 1 counsel and other supporting firms represent approximately 60% of the pending and tolled Roundup claims that remain unresolved—tens of thousands of plaintiffs—including Seeger Weiss LLP (~13,200 plaintiffs), Motley Rice LLC (~3,300 plaintiffs), Waters Kraus Paul & Siegel, LLP (~1,800 plaintiffs), Wagstaff Law Firm (~6,800 plaintiffs), Nachawati Law Group (~4,000 plaintiffs), Napoli Shkolnik PLLC (~1,600 plaintiffs), and Ferraro Law Firm PA (~1,500 plaintiffs), as well as Sbaiti & Company PLLC, Schlesinger Law Offices PA, Simmons Hanly Conroy LLP, Duncan Stubbs, and Levin Papantonio. Other firms are considering doing likewise. Several of these firms, including Nachawati Law Group, Levin Papantonio, and Napoli Shkolnik were opponents of the prior proposed class settlements. Public statements in support from the Wagstaff Law Firm, the

Nachawati Law Group, Ferraro Law Firm, and Schlesinger Law Offices are attached as **Exhibit 5, Exhibit 6, Exhibit 7** and **Exhibit 8**, respectively.

7. It is my understanding that Weitz & Luxenberg is counsel of record for approximately 130 Roundup plaintiffs, and nearly all of those plaintiffs (approximately 110) have cases pending in Missouri state court. The firm has filed nearly all of its recent Roundup cases in Missouri state court. Further, it is my understanding that the Miller Firm is not counsel of record to any plaintiffs with active MDL cases and is apparently counsel to a single Missouri state case. Both firms have submitted opt out requests to the Settlement Administrator on behalf of clients, with Weitz & Luxenberg having submitted dozens of requests and even having submitted material to cure deficiencies in one opt out request.

8. Thus far, multiple plaintiffs have submitted material to cure deficiencies in their opt out requests. And anyone seeking further clarification on the opt-out instructions can ask follow-up questions to the Settlement Administrator via email or toll-free telephone, staffed in multiple languages. A true and correct copy of the Opt Out Instructions, available on the Settlement website at https://www.weedkillerclass.com/Docs/View_Instructions.pdf, is attached as **Exhibit 9**.

9. Since February 17, 2026, 38 plaintiffs have directly filed in or been transferred to the MDL. Prior to February 17, 2026, 28 plaintiffs with active cases were remanded from the MDL. Counsel for each of these two groups of plaintiffs have been sent an individualized notice via letter from the Settlement Administrator that explains exactly which federal plaintiffs are and are not in the Settlement class. Similar letters will be sent to any plaintiffs who transfer into or directly file in the MDL up until the opt-out deadline. A related letter sent to Weitz & Luxenberg confirming the plain language of the Settlement class definition in response to a question raised in

a filing in the Missouri Action was sent prior to the signatories receiving the firm's request for a shortened schedule on the Motion. An FAQ has also been added to the Settlement website with the same information that was in the letter to Weitz & Luxenberg.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 21, 2026

s/ Christopher A. Seeger
Christopher A. Seeger

EXHIBIT 6

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI**

RANDALL KING, SCOTT
BUTTERFIELD, ROBERT KOEHLER,
MICHAEL MERX AND BRUCE
WALDMAN, individually, and on behalf
of all others similarly situated,

Plaintiffs,

v.

MONSANTO COMPANY,

Defendant.

No. [●]

Div. [●]

**DECLARATION OF CHRISTOPHER A. SEEGER IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Christopher A. Seeger, hereby declare as follows:

1. I am a partner at Seeger Weiss LLP. I am a member in good standing of the Bars of the State of New Jersey and the State of New York, as well as several United States District Courts and United States Courts of Appeal. I respectfully submit this declaration in support of the Unopposed Motion (the "Motion") of Proposed Class Counsel for an Order: (1) Granting Preliminary Approval of the Settlement Agreement; (2) Preliminarily Certifying the Settlement Class; (3) Appointing Class Counsel and Subclass Counsel; (4) Approving the Dissemination of Settlement Class Notice; (5) Scheduling a Fairness Hearing; and (6) Staying the Filing and Prosecution of Roundup-Related Actions in the Missouri Courts by Settlement Class Members. Except as otherwise noted, I have personal

knowledge of the facts set forth herein and could testify competently to them if called upon to do so.

I. Background and Qualifications

2. I have been practicing law for 35 years and am a founding partner of Seeger Weiss LLP. Since founding the firm in 1999, I have had the privilege of leading some of the most complex, groundbreaking, and high-profile litigations in the United States, in both state and federal courts. Colleagues and members of the judiciary have recognized me as among the most innovative and effective plaintiff attorneys in the country. I am an elected member of the American Law Institute and a Fellow of the International Society of Barristers. The Chambers guide has ranked me a Band 1 lawyer, and the National Law Journal has called me a “trailblazer and pioneer” who has “changed the practice of litigation.”

3. I am principally known for class actions and multidistrict mass torts involving personal injury and economic loss from defective products, pharmaceuticals, and devices. I often serve in leadership roles—selected by my peers or appointed by courts (those administering MDLs or parallel coordinated state-court actions)—to coordinate and steward the mass consolidated or class actions in which the firm is involved, either as Lead Counsel, Co-Lead Counsel, Liaison Counsel, or as a member of Plaintiffs’ Executive or Steering Committees. In those roles, I often act as the voice of the plaintiffs on litigation and resolution issues and am often chosen to handle case-defining bellwether trials.

4. Even when I am not formally selected for a leadership role, courts and peers routinely ask me to serve in “unofficial” roles in leading negotiations and resolutions. For

example, in *Syngenta*, although I was not appointed to the Plaintiffs' Steering Committee, I was made the chair of the Negotiating Committee by the Hon. John Lungstrum. In the *Yaz* litigation, after a year of unsuccessful negotiation by lead counsel, the Hon. David R. Herndon asked Special Master Stephen A. Saltzburg to meet with me, a member of the Plaintiffs' Steering Committee. Special Master Saltzburg and I developed a settlement framework with Seeger Weiss's cases, creating a model for the broader resolution of the other claims in that litigation.

5. Most recently, in July 2025, I was appointed by the Hon. Rukhsanah L. Singh of the District of New Jersey to serve as Plaintiffs' Lead Negotiating Counsel in the *Johnson & Johnson Talcum Powder Litigation* (an MDL with nearly 60,000 pending cases), with authority to conduct and lead settlement discussions and negotiations on behalf of plaintiffs who developed ovarian cancer after using J&J's Baby Powder and other talcum powder products.

6. Throughout my career, I have remained committed to ensuring maximum recovery for victims. In the *NFL Players' Concussion Injury Litigation*, for example, I helped to secure an unprecedented 65-year uncapped settlement for all retired NFL players. This settlement provided important neurological baseline testing for all retired players and cash awards to injured class members. I have also been committed to pursuing innovative approaches designed to best serve our clients' needs. For example, the *NFL* settlement also included anti-assignment language, in order to address historical abuses by predatory lenders. And when I discovered that the recoveries to which victims were entitled were being cannibalized by predatory lenders, I brought proceedings to enjoin the enforcement

of financing agreements, and prevailed. I was also able to creatively maximize victim recovery in the *Vioxx*, *Zyprexa*, *NFL*, *3M Combat Arms Earplugs*, and *Philips Recalled CPAP* cases, through the use of a lien-resolution administrator to efficiently resolve government and third-party liens.

7. My ability to successfully bridge divides and broker resolution in complex litigation has been kindly recognized by the judges and courts managing those litigations and settlements. For example, the Hon. Anita Brody wrote that the “successful implementation of the [*NFL*] settlement agreement to date is a credit to the work done by the attorneys at Seeger Weiss.” Regarding my work in the *Syngenta* litigation, Special Master Ellen Reisman wrote, “Mr. Seeger served ably as the chair of the [Plaintiffs’ Settlement Negotiating Committee], keeping discussions going even when they (frequently) seemed in danger of breaking down. It is the judgment of Special Master Reisman and Special Master Stack that without Mr. Seeger’s involvement in the process, a resolution would not have been reached.” In adopting Special Master Reisman’s report in *Syngenta*, Hon. John Lungstrum wrote that I “contributed more than any other attorney in accomplishing the settlement of the litigation.”

8. As mentioned above, I have been appointed to and served in numerous leadership roles in high-profile, complex litigation and have guided many of these cases to successful resolution. A few illustrative examples from the past five years include:

- ***3M Combat Arms Earplug Products Liability Litigation*, MDL No. 2885 (N.D. Fla.)**. I am Co-Lead Counsel and Chair of the Joint Settlement Committee in this MDL regarding personal injury claims arising from defective earplugs that caused hearing loss and tinnitus. A settlement of over

\$6 billion on behalf of more than 250,000 service members and veterans was reached.

- ***Philips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Litigation, MDL No. 3014 (W.D. Pa.)***. I am Co-Lead Counsel representing individuals and classes asserting economic loss (class), medical monitoring (class), and personal injury (mass tort) claims arising from recalled medical devices. Three settlements were reached: \$1.075-billion personal injury settlement, an uncapped \$608 million economic loss settlement, and \$25 million medical monitoring settlement for patients impacted by the recall.
- ***National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio)***. I served as a Member of the Plaintiffs' Executive Committee, Settlement Committee, and Plaintiffs' Negotiating Committee in multidistrict litigation prosecuting RICO, public nuisance, and related claims on behalf of local governments. I was Co-Lead Counsel for the Negotiation Class. To date, more than \$50 billion in settlements have been reached.
- ***Social Media Adolescent Addiction/Personal Injury Products Liability Litigation, MDL No. 3047 (N.D. Cal.)***. I was appointed Counsel to the Co-Leads and settlement counsel in this MDL prosecuting product liability, negligence, nuisance, and other claims against social media platforms concerning mental and physical harm to children and impact on schools.

9. I have played a central role in MDL-wide and class-action settlements in the following matters:

- ***In re National Football League Players' Concussion Injury Litigation, MDL No. 2323 (E.D. Pa.)***. I served as chief negotiator in this highly visible and contentious multidistrict litigation against the National Football League on behalf of retired National Football League players, who suffered head trauma or injuries during their careers which caused or may cause long-term neurological problems. Under the auspices of a mediator, I obtained an uncapped settlement fund valued at over \$1 billion and a medical testing program, which were overwhelmingly supported by the class and received unprecedented media attention. This settlement was approved by the Third Circuit Court of Appeals, and a writ of certiorari was denied by the United States Supreme Court. More than 20,000 plaintiffs were involved in the settlement.
- ***In re Syngenta AG MIR162 Corn Litigation, MDL No. 2591 (D. Kan.)***. This litigation arose out of the injuries suffered by a nationwide group of

corn producers who were harmed as a result of Syngenta AG's premature commercialization of genetically modified strains of corn. After a trial and a few years of litigation, the parties had made little headway in settling the case. The Hon. John Lungstrum appointed me to chair the Settlement Committee, with the goal of bringing together class action lawyers, lawyers representing large volumes—often in the tens of thousands—of individual farmer claims, and a tough defendant to settle the case. My work as lead negotiator resulted in a \$1.5-billion nationwide class action settlement—the largest agricultural litigation settlement in U.S. history. This matter was pending for approximately three years after its consolidation in 2014 and before the settlement was reached in 2017. More than 650,000 plaintiffs were involved in the settlement.

- ***In re Volkswagen “Clean Diesel” Marketing, Sales Practices and Products Liability Litigation, MDL No. 2672 (N.D. Cal.)***. I served on the Settlement Committee and was one of the lead negotiators of a series of settlements with Volkswagen and Bosch on behalf of consumers who purchased Volkswagen- and Audi-branded diesel vehicles that contained devices designed to cheat emissions tests. Together, these settlements provided more than \$10 billion for affected consumers and an additional \$4.7 billion to remediate environmental damages caused by the vehicles.
- ***In re Vioxx Products Liability Litigation, MDL No. 1657 (E.D. La.)***. In my role as co-lead counsel, to which I was appointed by the Hon. Eldon E. Fallon, I secured a settlement of \$4.85 billion against Merck & Co. for the more than 30,000 plaintiffs who suffered heart attacks and strokes while taking Vioxx.
- ***In re Chinese-Manufactured Drywall Products Liability Litigation, MDL No. 2047 (E.D. La.)***. I served as the Chair of the Plaintiffs' Trial Committee, a position I was appointed to by the Hon. Eldon E. Fallon, acting as lead trial counsel in obtaining successful verdicts in a series of bellwether liability and damages trials on behalf of close to 5,000 property owners who used the allegedly toxic drywall, many in rebuilding homes destroyed by Hurricane Katrina. These verdicts served as the precursor to a national settlement valued at approximately \$1 billion with worldwide drywall distributor Knauf Plasterboard Tianjin in 2013.
- ***In re Zyprexa Products Liability Litigation, MDL No. 1596 (E.D.N.Y.)***. I served as Liaison Counsel, a position to which I was appointed by Hon. Jack B. Weinstein, and was one of the chief negotiators of an initial national \$700-million settlement, and a second-round \$500-million settlement, with Eli Lilly, resolving over 8,000 claims that Zyprexa caused diabetes-related injuries. I was the first to conceive of and use a global lien-resolution

administrator in the class or mass-action context to resolve government or third-party liens, resulting in significant savings and quicker payments to class members.

10. Proposed Class Counsel for Subclass 1 include myself, Joseph Rice of Motley Rice LLC, John Eddie Williams of Williams Hart & Boundas LLP, and Peter A. Kraus of Water Kraus Paul & Siegel.¹ To ensure comprehensive expertise within the Plaintiffs' negotiating group, it was important to assemble a team of attorneys with significant numbers of Roundup cases, as well as attorneys with trial verdicts in Roundup litigation. Collectively, proposed counsel for Subclass 1 represent well over 10,000 individuals with Roundup Claims pending or subject to tolling agreements. These attorneys have deep, hard-earned expertise in the Roundup litigation—understanding its intricacies, scientific complexities, legal strengths and weaknesses, and jury dynamics—having investigated, filed, prosecuted, and tried Roundup cases to verdict. The relevant credentials of proposed counsel for Subclass 1 are provided in Exhibit A. Proposed Settlement Class/Subclass Counsel have the experience, skill, knowledge, and resources justifying their appointment under Rule 52.08(g).

II. Settlement Negotiations and the Settlement Agreement

11. I first began exploring various settlement possibilities with counsel for Defendant in March 2023.

12. My involvement with this Settlement, however, began on February 22, 2024, when I met with counsel for Defendant and began discussing the general contours of a

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Settlement Agreement, which is attached as Exhibit 1 to the Motion.

potential class-action settlement. Shortly thereafter, in June 2024, Plaintiffs' proposed Class Counsel and Defendant retained Fouad Kurdi of Resolutions LLC, a nationally recognized mediator, to oversee settlement discussions. Separate counsel to represent Subclass 2 (exposed but not-yet-diagnosed Settlement Class Members) was immediately invited to participate in settlement discussions. At that time, Seeger Weiss represented well over 2,000 Roundup claimants in cases filed against Monsanto in Missouri and Pennsylvania, with many additional claimants subject to a tolling agreement with Monsanto.

13. Over the next nearly 18 months, Proposed Class and Subclass Counsel engaged in exceedingly hard-fought and protracted negotiations with Monsanto over the myriad interconnected components of the settlement framework, with each element requiring its own rounds of intensive bargaining. This process included almost daily communications, with negotiations occurring not only between Monsanto and proposed Class Counsel collectively, but also separately between Monsanto and proposed Class Counsel for each of the two Subclasses, as well as among proposed Class Counsel for the Subclasses themselves. This involved numerous exchanges of proposals and drafts, information requests, several presentations, repeated rounds of Zoom sessions, and many days of in-person meetings.

14. From the outset, proposed Class Counsel collaborated closely with medical and scientific experts regarding the design and administration of the settlement.

15. Understanding that the scope of Roundup liability presented risks to Defendant's ability to sustain ongoing operations, proposed Class Counsel engaged

financial experts early in the process to analyze Defendant's financial condition and ability to fund a settlement. This analysis was critical to structuring a settlement that would maximize recovery for Settlement Class Members while preserving Defendant's viability as an ongoing concern.

16. The global resolution in these Roundup Claims is the result of many months of intense, hard-fought, arm's-length negotiations between some of the nation's leading plaintiffs' attorneys and highly experienced defense counsel, encompassing collectively thousands of hours of professional time with input from medical, financial, administrative, and other experts.

17. Over the past six months in particular, proposed Class Counsel and Defendant's counsel have worked through multiple iterations of the Settlement Agreement and its many exhibits, reviewing and negotiating the documents line by line. The parties exchanged numerous lists of disputed issues and revisions to the Settlement Agreement, with Mr. Kurdi remaining involved to help the parties resolve disputes as they arose, including during in-person mediation sessions regarding outstanding issues with the draft agreement.

18. The parties did not engage in substantive negotiation about or reach any agreement on attorneys' fees, reimbursement of expenses, or Class Representative service awards (all of which will be subject to future application to the Court) until they had resolved all essential terms of the relief available to the Class.

19. Through my extensive involvement in some of the most consequential litigations over the past two decades, I have developed a thorough grasp of the appropriate

and effective structural approaches for resolving complex disputes, including the fundamental legal principles and frameworks that typically govern comprehensive resolutions in mass tort and MDL cases. Additionally, I have cultivated an understanding of how courts, juries, and expert witnesses assess the value of different categories of purported harm, as well as the inherent challenges—including obstacles to establishing liability and causation, procedural delays, and substantial costs—associated with litigating these matters through trial.

20. When engaging in negotiations for a class-wide resolution, there are a number of important considerations to be evaluated and weighed. Initially, assessing the strengths of plaintiffs' claims, both on an individual and aggregate basis, is critically important. This assessment involves: (a) the categories of alleged harm and their typical valuation within the civil justice system (including, for personal injury claims, whether conditions are temporary or permanent, acute or chronic, life-threatening or fatal, the character and severity of any purported physical and mental impairments, and the level of pain and suffering claimed); (b) the scientific evidence supporting the claims—specifically, whether peer-reviewed publications, epidemiological research, or clinical studies establish a connection between the plaintiffs' injuries and the defendant's product or pharmaceutical, and whether the injuries constitute "signature injuries" (e.g., mesothelioma linked to asbestos or adenosis linked to DES exposure) versus conditions prevalent in the broader population; (c) individual risk factors of the plaintiffs; (d) the degree to which the alleged conditions may be reasonably attributable to other factors, alternative exposures, or confounding variables; (e) the scope of the affected population

(meaning the size and composition of the proposed class); and (f) outcomes from any bellwether or other trial proceedings and the likelihood of favorable jury determinations, among additional considerations.

21. Likewise significant are the litigation risks should resolution not be reached, including: (a) all available defenses that defendants may assert, such as federal preemption, failure to establish general or specific causation, time-bar provisions, and similar arguments; (b) possible insolvency or bankruptcy of the defendant entity; (c) the inevitable delays—which are particularly daunting for diagnosed individuals living with cancer—in compensating seriously harmed plaintiffs (even following successful jury verdicts), including those stemming from the substantial backlog of pending cases awaiting trial; (d) that large verdicts in favor of a small number of plaintiffs could deplete defendant’s resources and compromise its ability to compensate the broader class of claimants; (e) appellate challenges to favorable trial outcomes and the potential for award reduction; and (f) whether the expense of pursuing individual claims would exceed the likely recovery for each claimant, among other considerations.

22. Class Counsel bears the responsibility to evaluate the interests of the entire class when pursuing a comprehensive resolution of plaintiffs’ claims and to secure the most favorable outcome achievable given the existing circumstances—one that is fundamentally fair, reasonable, and adequate. Given all of these considerations, I believe the Settlement Agreement meets this standard.

23. If approved, this Settlement will provide substantial benefits to the Class: up to \$7.25 billion paid over 17-21 years to compensate those who develop Non-Hodgkin

Lymphoma (“NHL”) after exposure to Roundup Products, as well as their Derivative and Representative Claimants. Under this Settlement, the average Program Award across all Tiers will exceed the per-claim average of other Roundup settlements recently entered into by Defendant.

24. Settlement Class Members must demonstrate Exposure to Roundup Products exceeding a threshold level to receive a monetary award but will not be required to prove their NHL was caused by that Exposure—thereby eliminating a central defense that Defendant consistently raises to dispose of Roundup Claims.

25. The proposed Settlement will provide compensation to Settlement Class Members based on a structured grid system that combines objective tiers with individualized claim scoring. The grid establishes nine Tiers based on three clear, objective factors: (a) type of Roundup Exposure (occupational vs. residential), (b) age at time of NHL diagnosis (under 60, between 60-77, or 78 and older), and (c) type of NHL (aggressive/fast-growing vs. indolent/slow-growing). Tier 9 is composed of all Settlement Class Members diagnosed with NHL at age 78 or older, regardless of their exposure type or NHL classification. The priority of payment is principally determined by the Claimant’s respective Tier.

26. The grid sets an average Program Award amount for each Tier, with higher-Tier Claimants receiving higher amounts. Individual Awards may vary from 80% to 120% of the Tier average to account for specific circumstances, such as intensity of treatment, proof and extent of exposure, prior lawsuit status, or pre-existing medical conditions. These percentage adjustments are applied within each Tier’s baseline average. The Settlement’s

structured grid system combines objective tiers with individualized claim scoring, ensuring both fairness through well-defined medical criteria and consistency in outcomes for similarly situated Claimants.

27. The Settlement also separately allocates portions of the settlement payments to an Extraordinary Circumstances Fund and an Extraordinary Residential Exposure Fund to provide additional compensation to Claimants with exceptional circumstances or significant and atypical residential use, which are administered independently from the Tier-based Program Awards.

28. The Settlement establishes minimum average Program Awards—both within each Tier and across all Tiers—that must be maintained. These guaranteed minimum average Program Awards will be protected even if the number of Claimants exceeds current estimates or if there is a higher percentage of Occupational Claimants (who fall into higher Tiers). In such cases, Claimants who are not paid within five years of being deemed eligible may exit the Settlement's compensation program and return to the tort system to sue Defendant for compensatory damages for their injuries and losses. Conversely, if the number of Claimants, or the percentage of higher-value claims, falls below current estimates, then all Claimants—including those already paid—will receive proportionally higher Awards through Tier average increases and supplemental payments.

29. In addition, the Settlement establishes a \$1 billion Security Fund, which protects Settlement Class Members in the event the Defendant enters a bankruptcy proceeding while its principal obligations remain outstanding.

30. The Settlement also includes provisions designed to benefit members of Subclass 1.

31. For example, the Settlement requires Defendant to make front-loaded payments, with nearly \$3 billion due in the first five payment years. This will help ensure sufficient funding to promptly compensate members of Subclass 1 who have already developed NHL after exposure to Roundup Products.

32. In addition, it was important to proposed Subclass 1 Counsel—recognizing the uncertain number of Class members who may participate in the Settlement and the limited ability to increase the compensation fund—that Subclass 1 members who remained unpaid be able to exercise an exit right to sue the Defendant for compensatory damages in the tort system. The proposed Settlement does this. A Claimant will receive \$500 and regain the right to sue for their injuries and losses (not punitive damages) if they submit a valid claim but do not receive an Award payment within five years of their claim being deemed eligible and request to exercise their exit right.

33. Moreover, beginning with the Fifth Annual Payment, the average Tier Awards may be adjusted for inflation up to two-and-a-half percent (2.5%) per year, subject to the judgment of the Settlement Special Master. This will help preserve the real value of Awards for Settlement Class Members, including those in Subclass 1 who may be paid during later years of the settlement period.

34. The Settlement also provides for Quick-Pay Awards for certain Subclass 1 Class members in Tiers 5-9 (Residential Claimants and those diagnosed at age 78 or older) who have already filed a Roundup Claim or are on a tolling agreement as of February 13,

2026. Quick-Pay Awards offer accelerated access to compensation to individuals who have already asserted a Roundup Claim against Monsanto but who may not be paid until later years of the Settlement.

35. The Settlement likewise provides Exigency Awards for certain Subclass 1 members facing imminent loss of housing or a terminal illness where they may not survive to receive a standard payment.

36. Both Quick-Pay and Exigency Awards may be implemented early under the Settlement, with Monsanto obligated to pay up to \$240 million in Quick-Pay Awards and up to \$60 million in Exigency Awards before the Effective Date, with unused Exigency Award funds being reallocated to Quick-Pay Awards (i.e., \$300 million would be available for Quick-Pay Awards if there were no Exigency Awards). Monsanto is obligated to pay these amounts even if the proposed Settlement never becomes effective.

37. These meaningful benefits, and others provided for in the proposed Settlement, were secured from Defendant in the face of substantial litigation challenges and the significant risks Settlement Class Members face in pursuing individual claims through continued litigation.

38. Settlement Class Members face the risk that the U.S. Supreme Court could rule that the Federal Insecticide, Fungicide, and Rodenticide Act preempts state-law failure-to-warn claims because the EPA has approved Roundup's labels. In connection with Monsanto's *certiorari* petition, the Solicitor General advised the Supreme Court that federal law does preempt state-law failure-to-warn claims about Roundup and recommended that the Court grant Monsanto's petition and rule that Roundup plaintiffs

may no longer bring failure-to-warn based claims. The Supreme Court granted *certiorari* on this issue on January 16, 2026, and a decision is expected as early as June 2026. If the Court rules in Defendant's favor, Settlement Class Members' failure-to-warn claims—the primary basis for Roundup liability—would be eliminated, severely compromising Settlement Class Members' ability to recover compensation through litigation.

39. Critically, the sheer volume of pending Roundup cases in Missouri and nationwide has created a significant backlog. Since 2015, more than 52,000 Roundup Lawsuits have been filed against Defendant involving approximately 125,000 plaintiffs; 24 cases involving 31 plaintiffs have been tried to a verdict, resulting in 11 verdicts for plaintiffs and 13 verdicts for Defendant, and recently trending towards more wins than losses for Defendant. Given the number of remaining plaintiffs and the associated backlog, only a tiny fraction of the remaining plaintiffs will receive trial dates or compensation in the foreseeable future absent a nationwide settlement.

40. Settlement Class Members also face the risk that, absent settlement, Monsanto's financial difficulties due to Roundup and other liabilities could lead to bankruptcy. If that were to occur, Settlement Class Members would face significant delay and receive much less in compensation.

41. Against this backdrop, the proposed Settlement's substantial benefits provide certainty and meaningful compensation where continued litigation offers only mounting risk, indefinite delay, and the likelihood that many Settlement Class Members will ultimately recover nothing.

III. Selection of Recommended Settlement Administrators and Agents

42. Drawing on their extensive experience in mass-tort litigation, proposed Class Counsel and Defendant identified and retained the leading firms in the industry to serve in key administrative roles so as ensure efficient, fair, and professional implementation of the Settlement. Each firm selected has extensive experience in large-scale mass-tort and class-action settlements, proven track records of successful administration, and demonstrated expertise in complex claims processing.

43. Proposed Class and Subclass Counsel selected Signal Interactive Media, LLC (“Signal Interactive Media”) as Settlement Class Notice Agents, given their experience developing and directing some of the largest and most complex national notification programs in the country. Signal Interactive Media’s qualifications, along with the notice plan, are set out in the accompanying Declaration of Shannon Wheatman, Ph.D.

44. Proposed Class and Subclass Counsel recommend BrownGreer PLC to serve as proposed Administrator based on its considerable experience handling settlements across the largest-ever class actions and MDLs, including settlements in *NFL Players’ Concussion Injury Litigation*, MDL 2323 (E.D. Pa.); *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio); *In re Diet Drugs (Phentermine / Fenfluramine / Dexfenfluramine) Products Liability Litigation*, MDL No. 1203 (E.D. Pa.); *In re 3M Combat Arms Earplug Products Liability Litigation*, MDL No. 2885 (N.D. Fla.); *In re Philips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Litigation*, MDL No. 3014 (W.D. Pa.); and asbestos litigations. BrownGreer PLC’s qualifications are attached as an exhibit to the Declaration of Eric D. Holland.

45. Proposed Class and Subclass Counsel recommend Matthew Garretson of Garretson, LLC to serve as proposed Allocation Special Master to administer, oversee, and execute the operation of the Claims Program set forth in in the Settlement, including but not limited to drafting and modeling the claims evaluation methodology; assigning Tiers to Claim Packages or Quick-Pay Claim Packages; and evaluating and scoring Claim Packages or Quick-Pay Claim Packages; making Awards, (including Program Awards, Quick-Pay Awards, ECF Awards, EREF Awards, and Exigency Awards). Since October 2024, Mr. Garretson has been involved in evaluating appropriate allocation methodologies to ensure fairness and objectivity through well-defined medical criteria, consistent outcomes for similarly situated Claimants, and an efficient process to adjudicate claims and resolve appeals. Proposed Class and Subclass Counsel selected Mr. Garretson based on his experience in the design, administration, and oversight of dozens of class action and mass tort resolution programs, including *In re World Trade Center Disaster Site Litigation*, MDL Docket Nos. MC100, 102-03 (S.D.N.Y.), *Deepwater Horizon Litigation*, MDL No. 2179 (E.D. La.), *NFL Players' Concussion Injury Litigation*, MDL No. 2323 (E.D. Pa.), *In re Vioxx Products Liability Litigation*, MDL No. 1657 (E.D. La.), *In re Flint Water Cases*, 5:16-cv-10444 (E.D. Mich.), *In re AFFF Products Liability Litigation*, MDL No. 2873 (D.S.C.), *In re 3M Combat Arms Earplug Products Liability Litigation*, MDL No. 2885 (N.D. Fla.), and *In re Philips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Litigation*, MDL No. 3014 (W.D. Pa.). Mr. Garretson's qualifications are attached an exhibit to the Declaration of Eric D. Holland.

46. Proposed Class and Subclass Counsel recommend Wolf Global Compliance as Healthcare Compliance Administrator based on its experience in designing programmatic, claim-based, and enrollment-based solutions for mass-tort settlements in *In re 3M Combat Arms Earplug Products Liability Litigation*, MDL No. 2885 (N.D. Fla.), *NFL Players' Concussion Injury Litigation*, MDL No. 2323 (E.D. Pa.); *Deepwater Horizon Litigation*, MDL No. 2179 (E.D. La.), *Vioxx Product Liability Litigation*, MDL No. 1657 (E.D. La.); *In re World Trade Center Disaster Site Litigation*, MDL Docket Nos. MC100, 102-03 (S.D.N.Y.); *In re Zyprexa Products Liability Litigation*, MDL No. 1596 (E.D.N.Y.); and *In re Philips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Litigation*, MDL No. 3014 (W.D. Pa.). Wolf Global Compliance's credentials are attached as an exhibit to the Declaration of Eric D. Holland.

IV. Settlement Class/Subclass Representation

47. At all times during the necessary stages of the negotiations, the Subclasses were also represented by the proposed Representatives for each Subclass, whose claims are typical of the Subclasses they seek to represent, and proposed Subclass Counsel (myself, along with Joseph Rice, John Eddie Williams, and Peter Kraus, for Subclass 1, and Eric Holland and Michael Ketchmark for Subclass 2).

48. The proposed Representatives of the Class and Subclass 1 include:

- a. Plaintiff Randall King is a resident of the State of Florida. Plaintiff Randall King is a natural person currently residing in Inverness, Florida. For more than 30 years, Mr. King worked in the ornamental horticulture industry in Florida, including as the owner of his own nursery, where he routinely used concentrated

Roundup Products. Thereafter, at the age of 72, Mr. King was diagnosed with Follicular Lymphoma. He is a proposed Representative of the Class and Subclass 1.

b. Plaintiff Scott Butterfield is a natural person currently residing in Palm Springs, California. For years, Mr. Butterfield used concentrated Roundup Products on his properties in Independence, Missouri, and on his family's property in Raytown, Missouri, including on the patio and along the fence line. Thereafter, at the age of 56, Mr. Butterfield was diagnosed with Hairy Cell Leukemia. He is a proposed Representative of the Class and Subclass 1.

c. Plaintiff Bruce Waldman is a natural person currently residing in Boynton Beach, Florida. For more than a decade, Mr. Waldman used Roundup Products for weed control at his residence in Newtown Square, Pennsylvania. Thereafter, at age 78, Mr. Waldman was diagnosed with Follicular Lymphoma. He is a proposed Representative of the Class and Subclass 1.

49. We were in regular communications with the proposed Subclass 1 Representatives regarding the litigation. As the essential terms of the settlement began to take shape, these proposed Subclass Representatives regularly communicated with proposed Subclass 1 Counsel regarding the Settlement, as well as the allegations in the Class Action Petition. Each reviewed and approved the Class Action Petition. In addition, each Subclass 1 Representative was consulted on the terms of the Settlement Agreement, reviewed the Settlement Agreement before it was signed, and approved of its terms.

50. Each proposed Subclass Representative supports the approval of the Settlement Agreement by the Court. Each has expressed his willingness to protect the interests of Subclass 1 until the Settlement is approved and thereafter.

* * *

I declare under penalty of perjury that the foregoing is true and correct.

Dated: February 17, 2026


CHRISTOPHER A. SEEGER

Not an Official Court Document

EXHIBIT 7

FILED

MAR 04 2026

**MISSOURI CIRCUIT COURT
TWENTY-SECOND JUDICIAL CIRCUIT
(City of St. Louis)**

22ND JUDICIAL CIRCUIT
CIRCUIT CLERK'S OFFICE
BY _____ DEPUTY

RANDALL KING, SCOTT)
BUTTERFIELD, ROBERT)
KOEHLER, MICHAEL MERX,)
and BRUCE WALDMAN,)

Plaintiffs,)

vs.)

MONSANTO COMPANY,)

Defendant.)

Case No. 2622-CC00325

Division No. 8

MEMORANDUM

Plaintiffs request that this Court enter a Preliminary Approval Order allowing for the following: (1) preliminary approval for a settlement agreement; (2) preliminary certification of a settlement class; (3) approval of a settlement class notice plan; (4) the scheduling of a fairness hearing; (5) appointment of class representatives and class counsel; and (6) a stay and injunctive relief precluding the filing and prosecution of Roundup-related actions in Missouri courts by settlement class members. Plaintiffs' request is unopposed by Defendant.

This Court was presented with the filings in this case on February 17, 2026, at which time the Preliminary Approval Order was discussed, among other matters. All parties appeared before the Court by and through counsel. In addition, the Court

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PAC**

questioned the parties' counsel regarding the Preliminary Approval Order and other pertinent matters. The parties provided the Court with extensive briefing, exhibits, declarations and authorities in support of the Preliminary Approval Order.

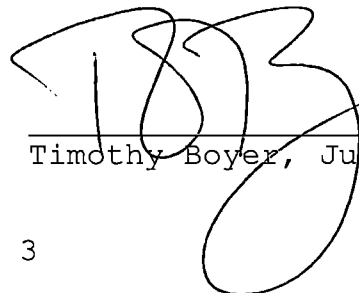
On February 24, 2026, the Court appointed a special master on the case, prior to making any findings on the case, to facilitate communication with counsel regarding the filings.

Under the Missouri Court Rules, the issue now before the Court is whether it will likely be able to approve the settlement under Rule 52.08 and certify the class for purposes of judgment. In addition, the Court must ensure that notice is directed to potential class members in accordance with applicable law. The Court acknowledges that the parties have worked on the underlying settlement agreement over a significant period of time and recognizes that the attorneys involved have substantial expertise. The counsel involved in this negotiation have substantial and relevant past experience, and worked for eighteen months with a neutral, respected mediator at arm's length. These efforts resulted in a settlement agreement envisioning the payment of a significant amount of money over an extended period.

The Court has also reviewed the Motion to Intervene filed in this case, which was submitted by a number of attorneys with significant experience in Roundup cases. The Motion identifies a number of alleged deficiencies in the case and proposed settlement. Any party with an objection to the proposed settlement may express concerns in accordance with the Proposed Approval Order. The Court will not make a final determination on approval of the settlement until it has conducted a fair and complete hearing as required by Rule 52.08(e)(2).

The Court has also reviewed the Motion Opposing Fast Track Approval of Proposed Class Action Settlement filed by the same attorneys. At this point, having carefully reviewed all of the documents presented to the Court, the Court has had adequate time to make a ruling on the Preliminary Approval Order. If any attorney believes they need additional time to consult with their clients, the Preliminary Approval Order allows the Court to extend any deadlines upon a finding of good cause.

Contemporaneously with the filing of this Memorandum, the Court is entering the Preliminary Approval Order. That Order contains all the findings and rulings of this Court.


SS079

Timothy Boyer, Judge

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

RANDALL KING, et al.,)	
)	
Plaintiffs,)	Case No. 4:26-CV-813-HEA
)	
v.)	
)	
MONSANTO COMPANY,)	
)	
Defendant.)	

DECLARATION OF JUDITH RESNIK

1. My name is Judith Resnik; my institutional affiliation, provided for identification purposes only, is that I am the Arthur Liman Professor of Law at Yale Law School.
2. I have been retained by the law firm of Weitz & Luxenberg to review some materials before this Court, filed in conjunction with that Court's Memorandum entered on March 4, 2026, providing preliminary approval of a proposed class action – “the *King Settlement*” – in the “Roundup” litigation.
3. I submit this Declaration in support of the objectors to the Motion for final approval of the *King* class settlement. I have been asked to opine on the constitutional and legal questions raised by some of the provisions of the proposed *King Settlement*.

BACKGROUND AND QUALIFICATIONS

4. For decades, I have taught classes – Procedure, Federal and State Courts in the Federal System, Access to Legal Remedies – which, as their names reflect, focus on the role of courts in this legal system. I am the co-author of a casebook, *Adjudication and its Alternatives: An Introduction to Procedure*, a co-editor of *Federal Courts Stories*, a co-author of *Representing Justice: Invention, Controversy and Rights in City-States and Democratic Courtrooms*, and the author of dozens of articles about the forms and functions of judging and on the role of judges, lawyers, and of aggregate litigation, including class actions and multi-district litigation, in this legal system. I have chaired the Section on Civil Procedure and the Section on Federal Courts of the Association of American Law Schools, and I served for several years as a member of their Executive Committees.
5. I have testified before judicial and congressional committees on proposed federal rules related to settlement and class actions, and on the needs of the federal courts. I have argued before the United States Supreme Court on the question of federal appellate jurisdiction and on the impact of California's public accommodations law, served as appellate counsel in disputes among lawyers in MDLs, and organized and joined in dozens of amici briefs filed in the federal courts on issues including federal judicial authority during Covid-19 and the All Writs Act. I have also been a court-appointed expert and a litigant-proffered expert in cases addressing questions of federal court authority. I have on occasion filed amicus briefs in state courts as well.
6. I am a member of the American Law Institute; I am and have been appointed to some of its Advisory Groups on a variety of projects, including the Principles of the Law of Aggregate Litigation (completed) and the Principles of the Law, High-Volume Civil Adjudication (ongoing).

7. I provide my views in my personal capacity, drawing on my research over decades and on my work as an expert and as a lawyer in some large-scale lawsuits. *See, e.g.*, Judith Resnik, *Managerial Judges*, 96 Harv. L. Rev. 374 (1982); Judith Resnik, *From “Cases” to “Litigation,”* 54 Law & Contemp. Probs. 5 (Summer 1991); Judith Resnik, Dennis E. Curtis & Deborah R. Hensler, *Individuals Within the Aggregate: Relationships, Representation, and Fees*, 71 N.Y.U. L. Rev. 296 (1996); Judith Resnik, *Trial as Error; Jurisdiction as Injury: Transforming the Meaning of Article III*, 113 Harv. L. Rev. 924 (2000); Judith Resnik, *Reorienting the Process Due: Using Jurisdiction to Forge Post-Settlement Relationships Among Litigants, Courts, and the Public in Class and Other Aggregate Litigation*, 92 N.Y.U. L. Rev. 1017 (2017); Judith Resnik, *Partial “Global Peace”: Federalism and the Long Tail of Remedies in Opioid Litigation*, 70 DePaul L. Rev. 407 (2021); Judith Resnik, *Seeing “The Courts”: Managerial Judges, Empty Courthouses, and Judicial Legitimacy from the 1980s to the 2020s*, 43 Rev. Litig. 193 (2024); Judith Resnik, Henry Wu, Jenn Dikler, David T. Wong, Romina Lilollari, Claire Stobb, Elizabeth Beling, Avital Fried, Anna Selbrede, Jack Sollows, Mikael Tessema & Julia Udell, *Lawyerless Litigants, Filing Fees, Transaction Costs, and the Federal Courts: Learning from SCALES*, 119 Nw. U. L. Rev. 109 (2024).
8. Further, I have paid a good deal of attention to the history and function of the federal class action rule, on which the Missouri Class Action Rule builds. As I have explained, the 2018 amendments to Federal Rule of Civil Procedure 23 elaborated a larger role for judges, authorized to appoint counsel and instructed to assess the adequacy and fairness of proposed settlements. Fed R. Civ. P. 23(e), (g). Those amendments were an improvement but more is needed both in terms of oversight of proposed settlements and during what I termed the “third phase” – implementation – of agreements approved. *See* Judith Resnik, *Reorienting the Process Due: Using Jurisdiction to Forge Post-Settlement Relationships Among Litigants, Courts, and the Public in Class and Other Aggregate Litigation*, 92 N.Y.U. L. Rev. 1017, 1052-67 (2017).
9. My resume, attached as Exhibit A, provides the details of the work I have discussed above and of more of my writings and activities.
10. I was compensated for providing expert advice and providing a declaration, and I reserve the opportunity to modify, amend, or expand this Declaration as new information is submitted to the courts or otherwise comes to light.

THE MANY CONCERNS THE KING SETTLEMENT RAISES

Substantive and Procedural Concerns

11. Concerns about the fairness and adequacy of aggregate settlements are familiar. *See, e.g.*, John C. Coffee, Jr., *Class Wars: The Dilemma of the Mass Tort Class Action*, 95

Colum. L. Rev. 1343, 1370-73 (1995); Jonathan R. Macey & Geoffrey P. Miller, *The Plaintiffs' Attorney's Role in Class Action and Derivative Litigation: Economic Analysis and Recommendations for Reform*, 58 U. Chi. L. Rev. 1 (1991). As detailed by the filings of Objectors to the proposed *King* class settlement, the text of the settlement does not appear to take into account the complexity of when cancers related to exposure to Roundup emerge or of determining which individuals have been exposed. Further, the proposed settlement is remarkable in imposing arduous requirements on individuals seeking to opt out and in taxing lawyers who represent individuals who may want to opt out; the text appears to propose that if more than a small number of claimants represented by the same firm choose to opt out, their lawyers will not be able to receive fees from the funds for fees that are also proposed to be created under the umbrella of the class. Settlement Agreement § 15.4, 15.6, 15.7, *King v. Monsanto Co.*, No. 2622-CC00325 (22nd Judicial Cir. Ct., City of St. Louis, Mo. Feb. 17, 2026) (Exhibit 1 to Petition).

12. I am struck by the degree to which the proposed settlement has the potential to create conflicts between the interests of individual lawyers, whether with few or many clients, and the interests of their clients. Lawyers could find themselves pushing their clients not to opt out for fear of losing a portion of the fees sought by class counsel. That structure undermines the ability of lawyers to provide independent guidance to their clients about those clients' individual best interests. See Brief of Amici Curiae Consumer and Class Action Law Scholars in Support of MDL Co-Lead Plaintiffs' Joint Motion for Injunctive Relief or Declaratory Relief Related to Proposed National Roundup Settlement at 6-7, Dkt. No. 21977, *In re Roundup Products Liability Litigation*, No. 16-md-02741 (N.D. Cal. Apr. 16, 2026).
13. New concerns emerged with the filing of the request for \$675 million in fees, to be paid long before the 17-to-21-year period that has been forecast for payments to the plaintiffs injured by Roundup. Class Counsel's Petition for Approval of Attorneys' Fees and Class Representative Awards, *King v. Monsanto Co.*, No. 2622-CC00325 (22nd Judicial Cir. Ct., City of St. Louis, Mo. May 7, 2026) (Exhibit 3 to Objector Defendants' Notice of Removal in this action). First, the class action lawyers assert that after the fees are paid, the class receives everything else. "Every dollar of the Settlement Fund, after Court-approved fees, will go to the class." *Id.* at 2. While the proposed settlement details an administrative structure for payments to class members, the fee application makes no mention of the costs of overhead or administration. As all of us who have been involved in large-scale litigation know, expenses can run high for banking and administration. That point was made long ago by researchers from RAND. See Mark A. Peterson, *Giving Away Money: Comparative Comments on Claims Resolution Facilities*, 53 Law & Contemp. Probs. 113 (1990).
14. Furthermore, concerns about distribution of funds to class members are widespread. One response in a different context was the Private Securities Litigation Reform Act (PSLRA) of 1996, which provided

(6) RESTRICTIONS ON PAYMENT OF ATTORNEYS' FEES AND EXPENSES

Total attorneys' fees and expenses awarded by the court to counsel for the plaintiff class shall not exceed a reasonable percentage of the amount of any damages and prejudgment interest actually paid to the class.

Private Securities Litigation Reform Act of 1996, 15 U.S. Code § 78u-4(a)(6).

15. As the Supreme Court of the United States has instructed in three cases concerning large-scale mass-tort settlements, judges have to make assessments to ensure the integrity of the process, fairness to differently situated litigants, and the adequacy of the results. In *Amchem Products Inc. v. Windsor*, 521 U.S. 591 (1997), and *Ortiz v. Fibreboard Corp.*, 527 U.S. 815 (1999), both involving asbestos class actions, and *Harrington v. Purdue Pharma L. P.*, 603 U.S. 204 (2024), involving a settlement of opioid litigation through bankruptcy, the Court rejected proposed agreements on grounds in which process and substance were intertwined. The Court insisted on careful scrutiny of party structure, scrutiny of conflicts among claimants, and compliance with statutory and constitutional requirements. Those decisions make plain the difficulties of aggregate settlements in cases involving physical injuries such as Roundup.
16. Individuals have property rights in these lawsuits, and hence due process entails that, before deprivation, fair process is required. The record, as discussed by the federal judge overseeing the Roundup MDL, does not evidence that careful scrutiny and deliberation occurred at the preliminary approval stage in February. See Transcript of Remote Zoom Videoconference Proceedings at 26-33, *In re Roundup Products Liability Litigation*, No. 16-MD-02741 (N.D. Cal. Apr. 30, 2026). Based on the documents I have reviewed, in which within a short time frame the state court preliminarily approved the agreement, neither the array of relevant litigants, potential claimants, and their lawyers nor the courts vetted the pros and cons of the proposed *King Settlement*. That proposal did not build a timeline with sufficient opportunities for information disclosure and exchange for litigants at that stage, nor has it done it for this stage, given the questions that lace the settlement.

Jurisdictional Concerns and Jurisdictional Authority

17. In April 2026, when the proposed settlement was brought to the attention of the judge presiding at the federal MDL, the court discussed the many flaws. The Court's May 6, 2026, order concluded that, even if the proposed settlement were to be approved at trial and "somehow survive appellate review," the litigants before it "will be free to contend that the settlement does not bind them." Order Denying Motion for Injunctive or Declaratory Relief, Dkt. No. 22031, *In re Roundup Products Liability Litigation*, No. 16-MD-02741 (N.D. Cal. May. 6, 2026). The underlying problem is that the advocates for the proposed *King Settlement* have not explained how courts in Missouri have the power to require everyone in the country to file in its courts or be forever precluded. That claim is

difficult to make in light of recent developments in the law of personal jurisdiction, the Supreme Court's concerns about the use of nationwide injunctions, and congressional invitations for litigants to use the federal courts rather than state courts for large-scale multi-party litigation.

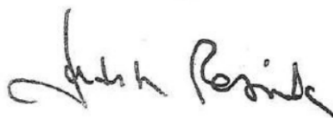
18. In 1985, in *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-14 (1985), the Supreme Court held that absent class members in damages actions, as a matter of constitutional due process, had to receive notice and an opportunity to opt out. Since then, the Court has clarified that the personal jurisdiction limitations imposed on state courts and on federal courts by the Due Process Clauses of the Fourteenth and Fifth Amendments are not identical; moreover, the Court has developed concepts that limit the reach of state courts over absent defendants. See *Fuld v. Palestine Liberation Org.*, 606 U.S. 1, 11-18 (2025); *Bristol-Myers Squibb Co. v. Superior Ct. of California, San Francisco Cnty.*, 582 U.S. 255 (2017). Further, in 2025, the Court rejected the decisions of federal judges to issue a nationwide or universal injunction in litigation about the constitutionality of the Executive Order on birthright citizenship. See *Trump v. CASA, Inc.*, 606 U.S. 831, 841 (2025). While that decision turned on interpretation of federal judicial power, the Court's approach to equity – which is a body of practices and materials developed in English, federal, and state courts – should give pause to the approval of nationwide resolutions in any of the courts within the United States.
19. In short, much has changed since *Shutts* was decided in 1985. Congress has created new routes to bringing claimants from different states together and welcomed them to the federal courts and limited state courts' reach in some instances over defendants not resident in the state, and the Supreme Court has singled out nationwide injunctions as troublesome. These statutes and the case law raise questions about whether a state court can impose settlement obligations on millions of absent claimants nationwide or if so, with what procedural protections and subject to what levels of judicial oversight.
20. Yet, in the materials publicly available, I have not seen a discussion filed in the Missouri courts about these developments or whether they were considered when the court provided a fast-track approval to order millions of people to file in the state court or lose their property rights because of the proposed *King Settlement*. A state court contemplating a nationwide settlement should, in my view, invite briefing and argument on its authority to do so in light of developments of the last decades.

CONCLUSION

21. The proposed settlement raises a myriad of legal and factual questions. Included are the power of this Court to enter it, in terms of jurisdiction over out-of-state litigants, the notice provided, and the opt out process rather than an opt in; the actual costs to plaintiffs of the settlement's administration, the bases for creating a class-attorney-fee payment (rather than

using fees from the individually retained plaintiffs' attorneys) and the proposal to close off access for individual lawyers advising clients against settling; the timing of payments to lawyers and to plaintiffs; and the adequacy of the sums to be paid. Obtaining information and analyzing the law on all of these points is imperative. Therefore, in the interests of justice, it is premature to approve the settlement as proposed.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Judith Resnik". The signature is written in a cursive, flowing style.

Judith Resnik

Dated: June 4, 2026

EXHIBIT A

Judith Resnik

Address

Yale Law School
127 Wall Street, P.O. Box 208215
New Haven, CT 06520-8215

Tel: (203) 432-1447
Email: judith.resnik@yale.edu

Employment

Arthur Liman Professor of Law, Yale Law School, 1997-present
Founding Director, Arthur Liman Center for Public Interest Law
Honorary Visiting Professor, University College London Faculty of Law, 2009-2027
Visiting Professor, Dauphine Université Paris, March 2016
Visiting Professor, Université Panthéon-Assas Paris II, May 2015
Convening Professor, Constituting Federalism, a seminar for the Institute for
Constitutional History in conjunction with the New York Historical Society,
February 2014

Scholar in Residence, Columbia Law School, Spring 2011; 2012
Distinguished Visiting Professor, University of Toronto School of Law, 2005
Parsons Visitor, Sydney University School of Law, 2004

Visiting Professor, New York University School of Law, 1996-1997
Visiting Professor, Harvard Law School, Fall 1989
Visiting Professor, Yale Law School, Spring 1989
Visiting Professor, University of Chicago Law School, Fall 1988

Orrin B. Evans Professor of Law, University of Southern California, 1989-1997;
Professor of Law: 1985-1989; Associate Professor: 1982-1985;
Assistant Professor: 1980-1982
Member, Faculty, The Salzburg Seminar on U.S. Legal Institutions, July 1988
Acting Director, Daniel and Florence Guggenheim Program in Criminal Justice, Yale
Law School, 1979-1980
Lecturer in Law and Supervising Attorney, Yale Law School, 1977-1979
Instructor, New York University School of Law, 1976-1977
Law Clerk, Honorable Charles E. Stewart, United States District Court,
Southern District of New York, 1975-1976

Selected Professional Activities

Chair of Fellows Selection Committee and Founding Director, Arthur Liman Center
for Public Interest Law, Yale Law School, 1997-present
Chair, Yale Law School Global Constitutionalism Seminar, A Part of the Gruber Program
for Global Justice and Women's Rights, 2012-2022
Fellow, American Academy of Arts and Sciences
Member, American Philosophical Society

Member, Board of Managerial Trustees, International Association of Women Judges, 2001-present
Adviser, American Law Institute's Principles of the Law, High-Volume Civil Adjudication Project, 2023 - present
Member, Advisory Board, Freedom Reads, 2020-present.
Member, Academic & Scientific Council, EDGE—The Global Business Certification for Gender Equality Project, Switzerland, 2009-present
Academic Fellow, National Civil Justice Institute, 2016-present
Member, International Legal Advisory Board, Raoul Wallenberg Centre for Human Rights, Toronto, Ontario, 2018-present
Advisory Committee Member, European Law Institute, ELI Third-Party Funding of Litigation, 2023-2025
Chair, Order of the Coif Book Award Committee, 2018-2020, Member, 2021-2022
Advisor, American Law Institute, Project on Sexual and Gender-Based Misconduct on Campus, 2015-2018
Member, Task Force on Federal Judicial Selection, Project on Government Oversight of The Constitution Project, 2019-2021
Member, Advisory Board for the Max Planck Institute Luxembourg's Global Project on "Comparative Procedural Law and Justice," 2020-2023
American Association of Law Schools
Chair, Section on its Sections, 2019-2020
Chair, Section on Law and Humanities, 2020; Member, Executive Committee 2015-2021
Chair, Section on Federal Courts, 2002; Member, Executive Committee, 2014-present; 1999-2004
Chair, Section on Civil Procedure, 1991, 2003, 2018; Executive Committee Member, 2019-present
Chair, Section on Women in Legal Education, 1989
Liaison, to the American Bar Association Commission on Women, 2000-2005

Yale University

Steering Committee, Women Faculty Forum, Yale University, 2001-present
Co-chair, 2001-2003, 2006-2008
Fellow, Davenport College, 2002-present
Fellow, Whitney Humanities Center, 2020-2022
Member, Committee on Art in Public Spaces, 2024-2026
Member, Faculty Standards Review Committee, 2024-2025

Other Activities

Co-Chair, Judicial-Academic Network, National Association of Women Judges, 2009-2019, 1998-2001
Co-chair of the Board, Fansler Foundation, 2003-2014
Advisor, European Law Institute and International Institute for the Unification of Private Law Project, From Transnational Principles to Rules of European Civil Procedure, 2015-2016

Member, Executive Session, State Courts in the Twenty-First Century, The Kennedy School, Harvard University, 2008-2011

Member, Advisory Group, Principles of the Law of Aggregate Litigation, American Law Institute, 2004-2009

Member, Standing Committee on Federal Judicial Improvements, American Bar Association, 2006-2010 (prior three-year term in the late 1990s);
Chair, Academic Advisory Committee to the Standing Committee on Federal Judicial Improvements, American Bar Association, 2010-2014

Member, National Board of Academic Advisors for the William H. Rehnquist Center on the Constitutional Structures of Government, 2007-2009

Member, Advisory Board of the Science for Judges Project, Brooklyn Law School, 2003-2007

Board Member, Lawyers' Committee for Civil Rights, 2004-2007

Member, Advisory Board of the Center for Judicial Process, Albany Law School, 2000-2004

Member, Editorial Board, Law and Social Inquiry, 1998-2004

Member, Committee on Diversity in Legal Education of the Section of Legal Education and Admissions to the Bar of the American Bar Association, 1996-2002

Consultant, RAND, Institute for Civil Justice, 1980-2002

Member, Editorial Board, The Justice System Journal

Member, Board of Governors, Society of American Law Teachers, 1980-1997

Co-Chair, University of Southern California Feminist Council, 1990-1996

Member, Ninth Circuit Gender Bias Task Force, 1990-1994

Co-Chair, Robert M. Cover Memorial Public Interest Retreat, Society of American Law Teachers, 1988-1992

Member of and a general reporter for the International Association of Procedural Law, 1991 Conference

Member, Planning Committee, ABA-AALS Conference on Women in Legal Education, 1990

Member, Advisory Panel to a Subcommittee of the Federal Courts Study Committee, 1989-1990

Member, Steering Committee for the Center for Feminist Research, University of Southern California, 1990-1994

Member, American Bar Association, Litigation Section, Federal Initiatives Task Force, 1991-1993

Member, Twentieth Century Fund Task Force on Judicial Responsibility, 1988-1989

Member, Board of ACLU of Southern California, 1985

Chair, Bryn Mawr College Centennial Campaign for Southern California, 1983-1985

Courses taught at Yale Law School, 1997-2026

Federal and State Courts in the Federal System
Procedure
Equality, Sovereignty, and Citizenship (with Prof. Reva Siegel)
Gender: Globally and Locally (with Prof. Vicki Jackson)
Liman Workshops and Seminars (topics and co-teachers vary yearly)

Accessing and Rationing Legal Remedies:

Funding Claimants and Courts in the U.S. and Europe
Imprisoned: Conception, Construction, Abolition, Alternatives
Poverty and the Courts: Fines, Fees, Bail, and Collective Redress
Who Pays? Fines, Fees, Bail, and the Cost of Courts
Rationing Law: Subsidizing Access to Justice in Democracies
Moving Criminal Justice: Practices of Reform
Borders
Racial Justice and Immigrants' Rights: Debates and Dialogue
Abolition, Slavery, Supermax, and Social Movements
Rationing Law: Constitutional Entitlements to Courts in an Era of Fiscal Austerity
Community, Confinement, Labor, and Rights
Accessing Justice and Rights—From Streets to Prisons
Equality, Punishment, and Incarceration
Detention
The Horizons of Clinical Education: Practicing the Theory of Local Change
Federalism and Social Movements: Public Interest Lawyering in Cities and States
Citizenship—What is it? Who wants it? What should it be?
Research for Reform
Constitutional Law as Public Interest Law
Public Interest Law Reading Group

Honors and Awards

Recipient of the 2025 *Elga R. Wasserman Courage, Clarity, and Leadership Award*, from the Women Faculty Forum, Yale Schwarzman Center, September 2025

Recipient of the 2025 *Award for Excellence for an Academic, in Ethics in Complex Litigation*, on behalf of the Complex Litigation Ethics Center at University of California San Francisco College of Law, San Francisco, October 2025.

Recipient with Professor Vicki Jackson, of the AALS Federal Courts Section's triannual Meltzer Award, AALS Annual Meeting Washington, D.C. 2024

Honoree, *Managerial Judges @ 40: A Conference on the Fortieth Anniversary of Judith Resnik's Managerial Judges*, Yale Law School, November 2022; University of Texas, April 2023

Andrew Carnegie Fellowship, 2018-2020

Honorary Doctorate of Laws, University College London, 2018

Visiting Scholar, Max Planck Institute for Procedural Law, Luxembourg, February 2018

Establishment of the Resnik-Curtis Fellowship in Public Interest Law on the 20th anniversary of the Liman Program at Yale, 2017

Visiting Scholar, Phi Beta Kappa, 2014-2016

Recipient, Arabella Babb Mansfield Award, National Association of Women Lawyers,
July 2013

Representing Justice: Invention, Controversy, and Rights in City-States and Democratic Courtrooms (with Dennis E. Curtis)

Selected as one of the “Best legal reads of 2011” by The Guardian

Recipient, SCRIBES Award from the American Society of Legal Writers, 2012

Recipient, PROSE Award, Excellence in Social Sciences, 2012

PROSE Award, Excellence in Law & Legal Studies, 2012

Selected as an Outstanding Academic Title of the Year by Choice Magazine,
January 2012

Recipient, The Order of the Coif Biennial Book Award, January 2014

New York University Alumna of the Month Award, June 2012,

<http://www.law.nyu.edu/alumni/almo/pastalmos/2011-12almos/judithresnikjune>

Elizabeth Hurlock Beckman Award, Awarded to Outstanding Faculty in Higher
Education in the Fields of Psychology or Law, Columbia University, March 2011

Migrations and Mobilities: Citizenship, Borders, and Gender, Selected as an Outstanding
Academic Title of the Year by Choice Magazine, January 2011

Outstanding Scholar of the Year Award 2008, from the Fellows of the American Bar
Foundation

Oral History, 2007, Women Trailblazers in the Law Project, American Bar Association
Commission on Women in the Profession, deposited in the Library of
Congress, 2009

Convocation Speaker, Bryn Mawr College Commencement, May 2006
Borders, Law, and Doors—Opening,

Member, American Philosophical Society, elected Spring 2002

Fellow, American Academy of Arts and Sciences, elected Spring 2001

Recipient, Margaret Brent Women Lawyers of Achievement Award, American Bar
Association Commission on Women in the Profession, August 1998

Recipient, NYU School of Law, Legal Teaching Award, Spring 1995

Recipient, USC Associates Award for Creativity in Research, Spring 1994

Recipient, Florence K. Murray Award, National Association of Women Judges, Fall 1993

Recipient, “Big Splash Award” from the Program of Women and Men in Society (SWMS), University of Southern California, 1992

Member, Phi Kappa Phi, elected by the USC Chapter, 1991

University Scholar, University of Southern California, 1982-1983

Recipient, Student Bar Association Outstanding Faculty Award, University of Southern California Law Center, 1982-1983

Arthur Garfield Hays Fellow, 1974-1975, New York University

Publications

Books and Monographs

Impermissible Punishments: How Prison Became a Problem for Democracy, The University of Chicago Press (2025)

Representing Justice: Invention, Controversy, and Rights in City States and Democratic Courtrooms, (with Dennis E. Curtis), Yale University Press 2011, reissued as an ebook 2022, <http://hdl.handle.net/20.500.13051/18178>, hard copy via, <https://octoberworks.com/representing-justice>

Weighing Judicial Authority, Yale Global Constitutionalism Seminar, A Part of the Gruber Program for Global Justice and Women’s Rights (editor, 2022) ebook available at <https://documents.law.yale.edu/sites/default/files/global-constitutionalism-2022.pdf#overlay-context=news/global-constitutionalism-2022-weighing-judicial-authority>

Time-in-Cell 2021: A Snapshot of Restrictive Housing based on a Nationwide Survey of U.S. Prison Systems (co-authored) Arthur Liman Center for Public Interest Law, 2022), available at https://law.yale.edu/sites/default/files/area/center/liman/document/time_in_cell_2021.pdf

Urgency and Legitimacy (Yale Global Constitutionalism Seminar, A Part of the Gruber Program for Global Justice and Women’s Rights, 2021), available at <https://documents.law.yale.edu/sites/default/files/gcs2021.pdf>

Money and Punishment (co-editors Anna VanCleave, Brian Highsmith, Jeff Selbin, and Lisa Foster, Arthur Liman Center for Public Interest Law, 2020), available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3706529

Fees, Fines, and the Funding of Public Services: A Curriculum for Reform (editor Brian Highsmith, Arthur Liman Center for Public Interest Law, 2020), available at https://law.yale.edu/sites/default/files/area/center/liman/document/fees_fines_and_the_funding_of_public_services.pdf

Seeking Safety, Knowledge, and Security in a Troubling Environment (Yale Global Constitutionalism Seminar, A Part of the Gruber Program for Global Justice and Women's Rights, 2020), available at <https://documents.law.yale.edu/news/global-constitutionalism-2020-seeking-safety-knowledge-and-security-troubling-environment>

Time-in-Cell 2019: A Snapshot of Restrictive Housing based on a Nationwide Survey of U.S. Prison Systems (co-editors Leann Bertsch, Wayne Choinski, Kevin Kempf, John Baldwin, Harold Clark, Bob Lampert, Rick Raemisch, Stephen Sinclair, Dean Williams, Anna VanCleave, Alexandra Harrington, Zal Shroff, Jonathan Petkun, Brian Highsmith, Atticus Ballesteros, Jaster Francis, Eli Feasley, Molly Petchenik, Jaclyn Willner, and Arianna Zoghi, Arthur Liman Center for Public Interest Law, 2020), available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3694548

Fragile Futures and Resiliency: Litigating Climate Change, Judging Under Stress (co-editor Clare Ryan, Yale Global Constitutionalism Seminar, A Part of the Gruber Program for Global Justice and Women's Rights, 2019), available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3485199

Ability to Pay (co-editors Anna VanCleave, Alexandra Harrington, Jeff Selbin, Lisa Foster, Joanna Weiss, Faith Barksdale, Alexandra Eynon, Stephanie Garlock, and Daniel Phillips, Arthur Liman Center for Public Interest Law Colloquium, 2019), available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3387647

Working to Limit Restrictive Housing: Efforts in Four Jurisdictions to Make Changes (editor, Arthur Liman Center for Public Interest Law and Association of State Correctional Administrators, 2018), available at https://law.yale.edu/sites/default/files/area/center/liman/document/asca_liman_2018_restrictive_housing_efforts_in_four_jurisdictions_to_make_changes.pdf

Reforming Restrictive Housing: The 2018 ASCA-Liman Nationwide Survey of Time-in-Cell (co-author, Arthur Liman Center for Public Interest Law and Association of State Correctional Administrators, 2018), available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3264350

Global Reconfigurations, Constitutional Obligations, and Everyday Life (co-editor Clare Ryan, Yale Global Constitutionalism Seminar, A Part of the Gruber Program for Global Justice and Women's Rights, 2018), available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3276293

Who Pays? Fines, Fees, Bail, and the Cost of Courts (co-editors Anna VanCleave, Kristen Bell, Skylar Albertson, Natalia Friedlander, Illyana Green, and Michael Morse, Arthur Liman Center for Public Interest Law Colloquium, 2018), available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3165674

Reconstituting Constitutional Orders (co-editor Clare Ryan, Yale Global Constitutionalism Seminar, A Part of the Gruber Program for Global Justice and Women's Rights, 2017), available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3086793

Aiming to Reduce Time-In-Cell: Reports from Correctional Systems on the Numbers of Prisoners in Restricted Housing and on the Potential of Policy Changes to Bring About Reforms (co-author, Yale Law School Arthur Liman Public Interest Program and Association of State Correctional Administrators, 2016), available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2874492

Rethinking 'Death Row': Variations in the Housing of Individuals Sentenced to Death (co-authors Celina Aldape, Ryan Cooper, Katie Haas, April Hu, Jessica Hunter, and Shellie Shimizu, Arthur Liman Public Interest Program, 2016), available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2874492

Acts of State, Acts of God (editor, Yale Global Constitutionalism Seminar, A Part of the Gruber Program for Global Justice and Women's Rights, 2016), available at <http://documents.law.yale.edu/sites/default/files/GCS2016.pdf>

Time-in-Cell: The ASCA-Liman 2014 National Survey of Administrative Segregation in Prison (co-author, Yale Law School Arthur Liman Public Interest Program and Association for State Correctional Administrators, 2015), available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2655627

The Reach of Rights (editor, Yale Global Constitutionalism Seminar, A Part of the Gruber Program for Global Justice and Women's Rights, 2015), available at <http://documents.law.yale.edu/sites/default/files/Global-constitutionalism-2015.pdf>

The Invention of Courts, *Daedalus: Journal of the American Academy of Arts and Sciences* (co-editor Linda Greenhouse, Summer 2014)

Isolation and Reintegration: Punishment Circa 2014 (co-editors Hope Metcalf and Megan Quattlebaum, Arthur Liman Public Interest Program Colloquium, 2014), available at https://law.yale.edu/sites/default/files/area/center/liman/document/Liman_Colloquium_2014_Isolation_and_Reintegration_Punishment_Circa_2014_revised_Jan_8_2015.pdf

Sources of Law and of Rights (editor, Yale Global Constitutionalism Seminar, A Part of the Gruber Program for Global Justice and Women's Rights, 2014), available at <http://documents.law.yale.edu/sites/default/files/Global-constitutionalism-2015.pdf>

Governments' Authority (editor, Yale Global Constitutionalism Seminar, A Part of the Gruber Program for Global Justice and Women's Rights, 2013), available at <http://documents.law.yale.edu/sites/default/files/Global-constitutionalism-2013.pdf>

Administrative Segregation, Degrees of Isolation, and Incarceration: A National Overview of State and Federal Correctional Policies (co-authors Hope Metcalf, Jamelia Morgan, Samuel Oliner-Friedland, Julia Spiegel, Haran Tae, Alyssa Work, and Brian Holbrook, Arthur Liman Public Interest Program, 2013), available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2286861

Law's Borders (editor, Yale Global Constitutionalism Seminar, A Part of the Gruber Program for Global Justice and Women's Rights, 2012), available at <http://documents.law.yale.edu/sites/default/files/Global-constitutionalism-2012.pdf>

Representing Justice: Invention, Controversy, and Rights in City-States and Democratic Courtrooms (with Dennis E. Curtis, Yale University Press, 2011)

Federal Courts Stories (co-editor Vicki Jackson, Foundation Press, 2010)

Migrations and Mobilities: Citizenship, Borders, and Gender (co-editor Seyla Benhabib, New York University Press, 2009)

The Processes of the Law: Understanding Courts and Their Alternatives (Foundation Press, 2004)

Adjudication and Its Alternatives: An Introduction to Procedure (with Owen Fiss, Foundation Press, 2003)

The Effects of Gender: The Final Report of the Ninth Circuit Gender Bias Task Force (July 1993) (with The Hon. John C. Coughenour, The Hon. Proctor Hug, Jr., The Hon. Marilyn Patel, Terry W. Bird, Deborah R. Hensler, M. Margaret McKeown, and Henry Shields, Jr.), also reprinted in 67 *Southern California Law Review* 745 (1994)

Procedure (with Robert Cover and Owen Fiss, Foundation Press, 1988)

The Federal Procedural System: A Rule and Statutory Source Book (with Robert Cover and Owen Fiss, Foundation Press, 1988, 1989, 1991)

Chapters in Books

Courts: A Template and A Site of Transitional Justice Collapsing as a Model, in *The Oxford Handbook of Transitional Justice* (Jens Meierhenrich, Alexander Hinton, and Lawrence Douglas, eds., Oxford University Press, online 2024, in print 2025)

Procedure, Contract, Public Authority, Autonomy, Aggregate Litigation, and Power (with Helen Hershkoff) in *Contractualisation of Civil Litigation in the United States* (Anna Nylund & Antonio Cabral eds., Intersentia, 2023)

Tolerating the Harms of Detention: With and Without COVID-19 (with Jaimie Meyer and Marisol Orihuela), in *COVID-19 and the Law: Disruption, Impact, and Legacy* (I. Glenn Cohen, Abbe R. Gluck, Katherine L. Kraschel, and Carmel Shachar, eds., Cambridge University Press, 2023)

On Personhood for Everyone: Brenda Hale's Jurisprudence and Her Institution-Building, in *Justice for Everyone: The Jurisprudence and Legal Lives of Brenda Hale* (Rosemary Hunter and Erika Rackley, eds., Cambridge University Press, 2022)

Why Procedure is Critical, Constructive and Vulnerable: A Reconstruction Foreword in *A Guide to Civil Procedure: Integrating Critical Legal Perspectives* (Brooke Coleman, Suzette Malveaux, Portia Pedro, and Elizabeth Porter, eds., 2022)

Class in Courts: Incomplete Equality's Challenges for the Legitimacy of Procedural Systems in *A Guide to Civil Procedure: Integrating Critical Legal Perspectives* (Brooke Coleman, Suzette Malveaux, Portia Pedro, and Elizabeth Porter, eds., 2022)

Constituting a Civil Legal System Called "Just": Law, Money, Power, and Publicity, in *New Pathways to Civil Justice in Europe* (Xandra Kramer, Alexandre Biard, Jos Hoevenaars, and Erlis Themeli, eds., Springer, 2021)

Iconic, Complex and Contested Institutions, Foreword, in *Courthouse Architecture, Design and Social Justice* (Kirsty Duncanson and Emma Henderson, eds., Routledge, 2021)

Not Isolating Isolation, in *Solitary Confinement: History, Effects, and Pathways to Reform*, at 89-114 (Jules Lobel and Peter Scharff-Smith, eds., Oxford University Press, 2020)

Courts and Economic and Social Rights/Courts as Economic and Social Rights, in *The Future of Economic and Social Rights*, at 259-286 (Katharine G. Young, ed., Cambridge University Press, 2019)

The Functions of Publicity and of Privatization in Courts and their Replacements (from Jeremy Bentham to #MeToo and Google Spain), in *Open Justice: The Role of Courts in a Democratic Society*, at 177-252 (Burkhard Hess and Ana Koprivica, eds., Max Planck Institute, Luxembourg, Nomos, 2019)

Judicial Methods of Mediating Conflicts: Recognizing and Accommodating Differences in Pluralist Legal Regimes, in *Judicial Power: How Constitutional Courts Affect Political Transformations*, at 250-280 (Christine Landfried, ed., Cambridge University Press, 2019)

On Darkness and Light in Legal Imagination and in Practice, in *The Dark Sides of the Law: Perspectives on Law, Literature, and Justice in Common Law Countries*, at 13-29 (Geraldine Gadbin-George, Yvonne-Marie Rogez, Armelle Sabatier, and Claire Wrobel, eds., Editions Michel Houdiard, 2019)

Bordering by Law: The Migration of Law, Crimes, Sovereignty, and the Mail, in *Nomos LVII: Immigration, Emigration, and Migration*, at 79-201 (Jack Knight, ed., New York University Press, 2017)

Why Eyes? Cautionary Tales from Law's Blindfolded Justice (with Dennis E. Curtis), in *Blinding as a Solution to Bias in Biomedical Science and the Courts: A Multidisciplinary Approach*, at 227-247 (Aaron Kesselheim and Christopher Robertson, eds., Elsevier Press, 2016)

Constructing the "Foreign": American Law's Relationship to Non-Domestic Sources, in *Courts and Comparative Law*, at 437-471 (Mads Andrenas and Duncan Fairgrieve, eds., Oxford University Press, 2015)

Epistemological Doubt and Visual Puzzles of Sight, Knowledge, and Judgment: Reflections on Clear-Sighted and Blindfolded Justices (with Dennis E. Curtis), in *Genealogies of Legal Vision*, at 201-242 (Peter Goodrich and Valérie Hayaert, eds., London: Routledge, 2015)

Federalism(s)'s Forms and Norms: Contesting Rights, De-Essentializing Jurisdictional Divides, and Temporizing Accommodations, in *Nomos LV: Federalism and Subsidiarity*, at 363-435 (James E. Fleming and Jacob T. Levy, eds., New York University Press, 2014)

Constructing Courts: Architecture, the Ideology of Judging, and the Public Sphere (with Dennis E. Curtis and Allison Tait), in *Law, Culture & Visual Studies*, at 547-572 (Richard K. Sherwin and Anne Wagner, eds., Springer Publishing Company, 2013)

"Hear the Other Side:" Miranda, Guantánamo, and Public Rights to Fairness and Dignity, in *Law and the Quest for Justice*, at 85-109 (Marjorie S. Zatz, Doris Marie Provine, and James P. Walsh, eds., Quid Pro Books, 2013)

Old and New Depictions of Justice: Reflections, Circa 2011, on Hill-Thomas, in *I Still Believe Anita Hill*, at 51-70 (Amy Richards and Cynthia Greenberg, eds., The Feminist Press, 2012)

Changing the Climate: The Role of Translocal Organizations of Government Actors (TOGAs) in American Federalism(s), in *Navigating Climate Change Policy: The Opportunities of Federalism*, at 120-143 (Edella C. Schlager, Kirsten H. Engel, and Sally Rider, eds., The University of Arizona Press Tucson, 2011)

Sisterhood, Slavery and Sovereignty: Transnational Women's Rights Movements from 1840 through the Beginning of the Twenty-first Century, in *Women's America: Seventh Edition*, at 781-790 (Linda Kerber, Cornelia Hughes Dayton, and Jane De Hart, eds., Oxford University Press, 2010)

New Federalism(s): Translocal Organizations of Government Actors (TOGAs) Reshaping Boundaries, Policies, and Laws, in *Why the Local Matters: Federalism, Localism, and Public Interest Advocacy*, at 83-99 (published by the Liman Public Interest Program at Yale Law School and the National State Attorneys General Program at Columbia Law School, 2010)

Managerial Judges, Jeremy Bentham and the Privatization of Adjudication, in *Common Law, Civil Law and the Future of Categories*, at 205-224 (Janet Walker and Oscar G. Chase, eds., LexisNexis Canada, 2010), also published in 49 *S.C.L.R.* (2d) 205 (2010)

What's Federalism For?, in *The Constitution 2020*, at 269-284 (Jack Balkin and Reva Siegel, eds., Oxford University Press, 2009)

Judicial Independence, in *Global Perspectives on Constitutional Law*, at 15-33 (Vikram David Amar and Mark V. Tushnet, eds., Oxford University Press, 2008)

From "Rites" To "Rights" of Audience: The Utilities and Contingencies of the Public's Role in Court-Based Processes (with Dennis E. Curtis), in *Representation of Justice*, at 195-236 (Antoine Masson and Kevin O'Connor, eds., P.I.E. - Peter Lang, 2007)

Sisterhood, Slavery, and Sovereignty: Transnational Antislavery Work and Women's Rights Movements in the United States During the Twentieth Century, in *Women's Rights and Transatlantic Antislavery in the Era of Emancipation*, at 19-54 (Kathryn K. Sklar and James Brewer Stewart, eds., Yale University Press, 2007)

Gendered Borders and United States' Sovereignty, in *Women and Immigration Law: New Variations on Classical Feminist Themes*, at 44-63 (S.K. Van Walsum

and T. Spijkerboer, eds., Routledge-Cavendish Press, 2006)

Contracting Civil Procedure, in *Law and Class in America: Trends Since the Cold War*, at 60-86 (Paul Carrington and Trina Jones, eds., New York University Press, 2006)

Democratic Responses to the Breadth of Power of the Chief Justice, in *Reforming the Court: Term Limits for Supreme Court Justices*, at 181-200 (Paul D. Carrington and Roger C. Cramton, eds., Carolina Academic Press, 2006)

Composing a Judiciary: Reflections on Proposed Reforms in The United Kingdom on How to Change the Voices of and the Constituencies for Judging, in *Constitutional Innovation: The Creating of A Supreme Court for the United Kingdom; Domestic, Comparative and International Reflections, A Special Issue of Legal Studies*, at 228-252 (Derek Morgan, ed., LexisNexis, United Kingdom, 2004)

The Story of Goldberg: Why This Case Is Our Shorthand, in *Civil Procedures Stories: An In-Depth Look at the Leading Civil Procedure Cases*, at 473-508 (Kevin M. Clermont, ed., Foundation Press, 2004; 2nd ed., 2007)

Federalism(s), Feminism, Families, and the Constitution, in *Women and the United States Constitution: History, Interpretation, and Practice*, at 127-152 (Sybil A. Schwarzenbach and Patricia Smith, eds., Columbia University Press, 2004)

The Rights of Remedies: Collective Accountings for and Insuring Against the Harms of Sexual Harassment in *Directions in Sexual Harassment Law*, at 247-271 (Reva Siegel and Catherine MacKinnon, eds., University Press, 2004)

Civil Processes, in *Oxford Handbook of Legal Studies*, at 478-772 (Peter Cane and Mark Tushnet, eds., Oxford Press, 2003)

Women, Meeting (Again), In and Beyond the United States, Afterword to The Difference Difference Makes: Women and Leadership, at 203-216 (Deborah L. Rhode, ed., Stanford University Press, 2003)

Procedure: Legal Aspects (Vol.18), in *International Encyclopedia of the Social & Behavioral Sciences*, at 12136-12141 (Neil J. Smelser and Paul B. Baltes, eds., Elsevier Press, 2001)

Contested Identities: Task Force on Gender, Race, and Ethnic Bias and the Obligations of the Legal Profession (with Deborah Hensler), in *Ethics in Practice, Lawyers' Roles, Responsibilities, and Regulation*, at 240-263 (Deborah L. Rhode, ed., Oxford University Press, 2000)

Federal Judicial Role (Vol. III); Single-Sex Education (Vol. V); Procedural Due Process Civil (Update I, Vol. IV), in *The Encyclopedia of the American Constitution*, 2nd edition, (Leonard Levy, Kenneth L. Karst, Adam Winkler, Dennis J. Mahoney, and John G. West, Jr., eds., Macmillan, 2000)

Singular and Aggregate Voices: Audiences and Authority in Law & Literature and in Law & Feminism, in *Law and Literature: Current Legal Issues*, Vol. II, at 687-727 (Michael Freeman and Andrew D. E. Lewis, eds., Oxford University Press, 1999)

Foreword (with Carolyn Heilbrun) to *Beyond Portia: Women, Law & Literature in the United States*, at 11-52 (Jacqueline St. Joan and Annette Bennington McElhiney, eds., Northeastern University Press, 1997)

Procedure, in *Looking at Law School*, at 177-195 (Stephen Gillers, ed., Penguin Books, NY, 4th ed., 1997; 3rd ed., 1990)

From the Senate Judiciary Committee to the County Courthouse: The Relevance of Gender, Race, and Ethnicity to Adjudication, in *Race, Gender, and Power in America, The Legacy of the Hill-Thomas Hearings*, at 177-227 (Anita Hill and Emma Jordan, eds., Oxford Press, 1995)

Gender in the Courts: The Task Force Reports, in *The Woman Advocate, Excelling in the 90's*, at 3-38 (Jean Maclean Snyder and Andra Barmash Greene, eds., Prentice Hall Law & Business, 1995)

Finding the Factfinders, in *Verdict: Assessing the Civil Justice System*, at 500-530 (Robert E. Litan, ed., Brookings, May 1993)

Independent and Inter-dependent: The Ninth Circuit and the Federal Judiciary, in *Restructuring Justice*, at 321-330 (Arthur Hellman, ed., Cornell Press, 1990)

The Perception of Justice: Tort Litigants' Views of Trial, Court-Annexed Arbitration, and Judicial Settlement Conferences (with E. Allan Lind, Robert MacCoun, Patricia Ebener, William L.F. Felstiner, Deborah R. Hensler, and Tom R. Tyler), The RAND Corporation, Institute for Civil Justice (1989)

Should Prisoners Be Classified by Sex?, in *Criminal Corrections: Ideals and Realities*, at 109-123 (J. Doig, ed., Mass: Lexington Books, Fall 1982)

Discrimination in Education, Chapter XXVIII in Dorsen, Bender, Neuborne, and Law, in *Political and Civil Rights in the United States*, at 107-173 (Little Brown, 1979, Supplement, 1981)

Prisoners of Their Sex: Health Problems of Incarcerated Women (with Nancy Shaw), in *Prisoners' Rights Sourcebook: Theory, Practice, and Litigation*, Vol. II, at 319-413

(Ira Robbins, ed., N.Y.: Clark Boardman, 1980, reprinted in 3 *Prison Law Monitor* 57-58, March 1981)

Federal Prisoners' Access to Federal Courts: Jurisdiction and Related Procedural Matters, in *Prisoners Rights*, at 85-158 (N.Y.: PLI, 1979)

Undelivered Care: The Incapacitated and the Mentally Ill New York City Defendant, A Report to the Mayor's Criminal Justice Coordinating Council (August 1973) (co-authored)

Articles and Essays

Misnomers: Contracts, Mass Arbitration, and Access to Justice (with Esteban Mendoza, Anthony Potts, Katherine Becker and Daisy O'Sullivan), 1 Annual Survey Transnational Access to Justice __ (forthcoming 2026)

Engendering Authority: Social Movements, Legitimacy, and Gender, 94 University of Missouri Kansas City Law Review 595 (2026)

Transforming Law, Contesting Exclusion, Shaping Inclusion (with Nancy Levit and Laura Rothstein) 94 University of Missouri Kansas City Law Review 509 (2026)

Why Care About Courts, in *Why Justice Matters*, Nuffield Foundation (2025)

Femmes, genre et (re)définition des obligations juridiques – passées et présentes, (Women, Gender, and the Construction and Contestation of Law's Obligations – Now and Then), 3 *Intersections*, Université Paris Nanterre (2025)

Stories, Individuals, Statistics, Aggregation, Torts, and Social Justice: Deborah Hensler's Aspirations for Law, 17 *Journal of Tort Law* 213 (2024)

Republication of Globalization(s), privatization(s), constitutionalization and statization: Icons and experiences of sovereignty in the 21st century, 11 *International Journal of Constitutional Law (I·CON)* 162 (2013) in *Prisiones Revista digital del Centro de Estudios de Ejecución Penal*, Número 6 Universidad de Buenos Aires 21 (2025)

Lawyerless Litigants, Filing Fees, Transaction Costs, and the Federal Courts: Learning from SCALES (with Henry Wu, Jenn Dikler, David T. Wong, Romina Lilollari, Claire Stobb, Elizabeth Beling, Avital Fried, Anna Selbrede, Jack Sollows, Mikael Tessema, and Julia Udell), 119 *Nw. U. L. Rev.* 109 (2024)

The Capital of and the Investments in Courts, State and Federal, in 99 *New York University Law Review* 1958 (2024)

Seeing “The Courts”: Managerial Judges, Empty Courtrooms, Chaotic Courthouses, and Judicial Legitimacy from the 1980s to the 2020s, 43 *Review of Litigation* 193 (2024).

Harming health by imposing in-prison co-payments (with Benjamin Howell and Emily Wang), *The Journal of the American Medical Association*, August 5, 2024, <https://jamanetwork.com/journals/jamainternalmedicine/fullarticle/2821733>

Constraining and Licensing Arbitrariness: The Stakes in Debates about Substantive-Procedural Due Process (with Helen Hershkoff) in 76 *Southern Methodist University Law Review* 613 (2023)

Partial “Global Peace”: Federalism and the Long Tail of Remedies in Opioid Litigation, *The Clifford Symposium*: 70 *DePaul Law Review* 407 (2022)

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EXHIBIT 9

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

RANDALL KING, SCOTT BUTTERFIELD,
ROBERT KOEHLER, MICHAEL MERX,
and BRUCE WALDMAN,

Plaintiffs,

v.

MONSANTO COMPANY,

Defendant,

Case No. 4:26-CV-813-HEA

DECLARATION OF NATHAN SINGH, MD

NATHAN SINGH, under penalty of perjury, declares as follows:

I. BACKGROUND AND QUALIFICATIONS

1. My name is Nathan Singh. I submit this declaration in support of the objections to the class settlement in the above-captioned action. I have reviewed several medical studies in support of this declaration, as well as proposed class action settlement agreement.

2. I am an Associate Professor of Medicine, Division of Oncology, Section of Cellular Therapies, at Washington University School of Medicine. *See generally* Curriculum Vitae of Nathan Singh, MD., **Exhibit 1** (Dr. Singh CV). I am board certified in internal medicine and hematology.

3. I received my medical degree in 2013 from the Perelman School of Medicine at the University of Pennsylvania. From 2013 through 2016, I was a resident at the University of Pennsylvania's Department of Medicine and, following that, from 2016 through 2019, I was a

Fellow in the Division of Hematology and Oncology at the same university. In 2019, I moved to St. Louis to take up my current faculty position at Washington University.

4. I am board-certified in Internal Medicine and Hematology. I have received numerous honors and awards from the University of Pennsylvania, Washington University, and elsewhere, including the Presidential Travel Award from the Society of Immunotherapy of Cancer and the Unanue Prize from the Bursky Center for Human Immunology and Immunotherapy. I have received many peer-reviewed sources of funding from the NIH and private foundations to support my work developing novel therapies for leukemia and lymphoma. I serve on several national and international scientific committees with a focus on hematologic therapies, including being the Vice-Chair of the Subcommittee on Emerging Cell and Gene Therapies for the American Society of Hematology, and I hold eight patents for hematologic cancer treatment therapies that I developed.

5. I have authored as the first or corresponding authorship 20 peer-reviewed research manuscripts and written or co-authored over 20 reviews, editorials, book chapters, and clinical reports.

6. I am the Section Editor for all articles related to the topic “Immunotherapy” at the Journal *Molecular Therapy*, the flagship journal of the American Society for Gene and Cellular Therapy.

7. My clinical practice is part of the Hematologic Malignancies Program at Barnes-Jewish Hospital, where I primarily focus on the in-hospital treatment and management of patients with hematologic cancers, including lymphomas.

8. Based on my education, training, skill, research, clinical trials, treatment, and experience in hematology, I have in depth knowledge on the processes by which NHL develops in

humans, including NHL development as a result of exposure to environmental sources, and the different categorizations of NHLs, including the diagnosis, clinical course of treatment, and the likely life expectancy related to aggressive and indolent lymphomas.

9. Several past professional experiences make me uniquely qualified to render opinions on this settlement. I have been faculty in the Division of Oncology at Washington University with clinical privileges at Barnes Jewish Hospital since 2019. In this role, I attend on the inpatient Hematologic Malignancies Services, caring for patients admitted to the hospital for management of symptoms related to blood cancer or treatment of blood cancer, including leukemia, myeloma and lymphoma. I have cared for hundreds of patients with non-Hodgkin lymphoma in this capacity, including patients with diseases that would be classified as “aggressive” or “indolent”. These terms, while still in occasional clinical use as short-hand, have largely become outdated in clinical practice as they no longer reflect the high degree of nuance and complexity in the clinical care of patients with lymphoma. Modern diagnostic techniques, treatment regimens and novel therapies have rendered their connotation – curable versus incurable – irrelevant. It is accepted practice in the management of patients with lymphoma to consider not only the specific histologic diagnosis (cell type of origin) but also molecular features (changes to chromosomes, genes and proteins) that now sub-stratify even patients with the same specific lymphoma entity. Further, we are currently in the middle of a “revolution” in targeted and immunotherapy development for lymphoma, with ~50 drugs approved by the US FDA for the treatment of various lymphomas in the last ten years – notably all indicated for specific disease entities and not for broad categories such as “aggressive” or “indolent” disease. Additionally, there are currently >400 actively recruiting clinical trials in the United States testing new lymphoma therapies (ClinicalTrials.gov).

II. SCIENCE ON ISSUES INVOLVED IN SETTLEMENT

A. The Fallacy of Predicting Physical and Financial Morbidity of Lymphoma by 'Indolent or Aggressive' Category Classification.

10. The terms "indolent" and "aggressive" have served as shorthand in the clinical practice of lymphoma management for decades - a working vocabulary that oncologists and pathologists use to communicate broadly about the expected pace of disease and the urgency of treatment. These were never, however, intended to be used as biological classifications, prognostic instruments, or a framework for predicting patient morbidity.

11. This declaration examines why the aggressive/indolent binary fails as a grouping variable for expected patient morbidity on multiple independent grounds – a reality that has been recognized explicitly by the World Health Organization, International Lymphoma Study Group, National Cancer Consortium Network, American Society of Hematology, European Society of Hematology and American Society of Clinical Oncology for decades. Taken together, the facts laid out below, the opinions of all major advisory groups and the reality of modern clinical practice make it abundantly clear that using this classification to predict patient prognosis, treatment plan or overall outcome is not merely imprecise but wholly inappropriate.

12. The central thesis of this analysis is that the terms “indolent” and “aggressive” do not, and were never meant to, convey prognosis or predict clinical outcome – they describe the nature of disease progression **if left untreated**, and are thus used clinically only to signify urgency of treatment initiation. While a clinical correlation between “incurability” and “curability” existed for indolent and aggressive, respectively, the modern era of diagnostics and therapy have made this correlation so nuanced that it serves minimal purpose as shorthand and no purpose in clinical decision-making or patient counseling. All relevant metrics – choice of therapy, rate of response, rate of remission and toxicity from treatment and disease – demand granular consideration, and

indeed the history of clinical classification systems, including the most recent World Health Organization (WHO) Classification of Hematolymphoid tumors – the authoritative guideline for lymphoma diagnosis - purposefully resists grouping. We will examine the history of lymphoma diagnosis, the intended and pragmatic use of the terms “indolent” and “aggressive”, and how these terminologies fail as clinical benchmarks in the modern era to understand why all advisory bodies that consider cancer diagnosis and management have all come to the same conclusion as the WHO.

B. History of Lymphoma Classification and Origins of the Aggressive/Indolent Terminology.

1. The Pre-Molecular Classification Era (1956–1982)

13. The first systematic attempt to classify non-Hodgkin lymphomas was the Rappaport classification, initially published in 1956¹. The Rappaport classification was a strictly morphologic classification with few categories; it organized lymphomas based on architectural pattern (nodular versus diffuse) and the size and appearance of tumor cells, with no reference to immunology, cell lineage or molecular features - because these tools did not yet exist.

14. In subsequent decades, as technology advanced, two additional functionally-oriented classifications emerged in 1974: the Lukes-Collins classification in the United States and the Kiel classification in Europe, each attempting to organize lymphomas by their relationship to normal immune cell counterparts. This initiated a proliferation of competing systems: by the late 1970s, six major classification schemes were in simultaneous use internationally, none mutually compatible, creating profound difficulty in clinical communication and cross-institutional research².

15. To address this classification complexity, an international study was undertaken by the National Cancer Institute (NCI) to compare the major existing classifications and provide a way to translate between them. This led to the publication of the NCI Working Formulation in

1982³. The Working Formulation separated lymphoma into ten major types utilizing morphologic criteria. The formulation was not proposed as a new classification, but as a means of translation among the various systems and to facilitate clinical comparisons of case reports and therapeutic trials. The Working Formulation organized its ten categories into three clinical grades — low, intermediate, and high — based on untreated survival data from the pre-treatment era. It was, by explicit design, a translation tool built on morphology and observed natural history, not a biological classification system. It contained no immunophenotypic data, no genetic information, and made no distinction between B-cell and T-cell lymphomas. Despite these obvious limitations, it became widely used in the United States as a *de facto* standard for the following decade, while Europe continued to prefer the Kiel system⁴.

2. The Molecular Era (1994–2022)

16. In 1994, the International Lymphoma Study Group published the Revised European-American Classification of Lymphoid Neoplasms (REAL)⁵. This represented a fundamental reconceptualization of how lymphomas should be organized. The REAL classification defined distinct disease entities by clinicopathologic and immunogenetic features and specifically noted that the relative importance of each of these features varied among diseases, and there is no single “gold standard” metric to apply across disease entities.

17. The practical consequence of this approach was immediate and significant. New entities not specifically recognized in the Working Formulation accounted for 27% of cases in the REAL⁵. Diseases that would have been lumped together as "low grade" or "intermediate/high grade" in the Working Formulation showed marked differences in survival, confirming that they need to be treated as distinct entities. Patients grouped together under "lowgrade" or "indolent"

had outcomes different enough that treating them as a category would have been “clinically harmful”⁵.

18. The next major update, which ushered the modern era of lymphoma classification, came from the World Health Organization (WHO). First published in 2001 and revised in 2008, 2017 and most recently in 2022, has built on this foundation through successive iterations, each adding greater molecular resolution and more, not less, diagnostic entities. The WHO classification categorizes clinical entities based on their histopathological, immunophenotypic, molecular, cytogenetic and clinical features. Both the WHO⁶ and the International Consensus Classification⁷ share the same fundamental approach: defining clinicopathologic entities, with a secondary aim of identifying phenotypic and molecular markers to guide diagnosis and therapy.

3. The Origins and intended meaning of “indolent” and “Aggressive”

19. The terms "indolent" and "aggressive" as applied to lymphoma do not originate in any of these diagnostic guidelines. They entered clinical usage as plain-language translations of the Working Formulation's grading categories (low, intermediate, aggressive) and were proposed as clinical terminology by expert opinion in 1996⁸ as shorthand to refer to the natural history of a lymphoma entity up to the time of presentation and if then left untreated: "indolent" lymphoma applies to lymphoid tumors with a survival measurable in years if no therapy is given, and “aggressive” to lymphoma whose survival is measured in months if no therapy is given⁹. This is the definitional boundary of what the terms were designed to describe and is, of course, inconsistent with the reality of clinical care delivery in the United States. A classification based on untreated behavior cannot, by its own definition, predict outcomes under treatment. It cannot predict whether a disease will respond and to what therapy, whether a patient will achieve remission, how long treatment will last, what toxicities will accumulate, or what the long-term

physical morbidity of disease and treatment will be. These questions were outside the scope of the terminology from the moment of its introduction.

20. As a clear reflection of this, neither the REAL or WHO systems use “indolent” or “aggressive” as an organizational category at any level of their hierarchy or diagnostic schema. This is not an oversight. The International Lymphoma Study Group, when it developed the REAL classification in 1994, and the WHO Clinical Advisory Committee, when it originally developed diagnostic guidelines in 1997, both considered and explicitly rejected behavioral groupings. The WHO Clinical Advisory Committee concluded “that clinical grouping of lymphoid neoplasms was neither necessary nor desirable”¹⁰. This statement — from a consensus meeting of international hematologists, oncologists and pathologists convened specifically to determine whether clinical groupings should be incorporated into the WHO framework — provides a clear answer to the question of whether the indolent/aggressive binary has a proper role in clinical decision-making. The answer, reached in 1997 and reaffirmed through every subsequent WHO update, is that it does not.

C. Modern Clinical Practice is Centered on Diagnostic Specificity.

21. The practical consequence of this 40-year trajectory is that every element of modern lymphoma management — diagnosis, treatment selection, prognostication, clinical trial design, and regulatory approval — is organized at the entity and molecular level, not at the level of behavioral grouping.

22. National Comprehensive Cancer Network (NCCN), a collaborative grouping of all leading NCI-designated cancer centers in the US, provides guidelines for the management of nearly all cancers. For lymphomas, these guidelines are structured by specific entity, with separate algorithms for follicular lymphoma, DLBCL, mantle cell lymphoma, marginal zone lymphoma,

and each other recognized entity. There is no NCCN guideline for "indolent lymphoma" or "aggressive lymphoma" as a category. Clinical trials almost always define eligibility by histologic entity, molecular subtype, and biomarker status. The FDA approves therapies for specific indications defined at the entity level — not for "indolent" or "aggressive" diseases as a class.

23. Prognostic tools reflect the same principle. The follicular lymphoma international prognostic index (FLIPI) was developed for follicular lymphoma specifically because the international prognostic index (IPI) — developed for DLBCL — performed inadequately when applied to this disease. Even within “indolent” diseases these prognostic indices do not cross disease lines: the FLIPI works poorly for patients with mantle cell lymphoma, and thus the mantle cell lymphoma international prognostic index (MIPI) was developed. The expansion of entity-specific prognostic indices is itself evidence that the field recognized, decades ago, that cross-entity grouping produces clinically useless predictions.

D. Failure of the Aggressive/Indolent Framework.

1. The Biological Reality of Lymphoma Resists Binary Classification

24. The fundamental problem with the indolent/aggressive shorthand is that it is not an accurate representation of lymphoma biology. Lymphomas do not naturally organize into two behavioral categories; they represent a continuous spectrum of lymphoid cell development, arising from cells that mature along a gradient and not in a step-wise manner. The binary imposed a shorthand onto this spectrum; it did not discover a natural boundary within it.

25. This is precisely why, as documented above, the WHO Clinical Advisory Committee concluded in 1997 that clinical grouping of lymphoid neoplasms was “neither necessary nor desirable”, and why both the REAL Classification and the WHO system are based on the principle that a classification is a list of real disease entities defined by a combination of

morphology, immunophenotype, genetic features and clinical features. The entity-level approach was adopted not as a preference but as a recognition that lymphoma biology demands it. The indolent/aggressive binary, by contrast, groups diseases that are profoundly different from one another on the basis of a single behavioral dimension — untreated natural history — that has little predictive value under modern treatment⁵.

2. Within-Category Heterogeneity Renders the Grouping Meaningless

26. Even accepting the binary on its own terms, the internal heterogeneity of each category is so profound that meaningful grouping becomes impossible. The diseases classified as "indolent" and those classified as "aggressive" are not merely different from each other across the binary divide — they are fundamentally different from one another within each category.

i. Within "indolent"

27. The indolent category encompasses several disease entities, including follicular lymphoma (FL), marginal zone lymphoma (subcategorized as nodal, splenic, and extranodal/MALT variants), small lymphocytic lymphoma/chronic lymphocytic leukemia (SLL/CLL), and lymphoplasmacytic lymphoma/Waldenström's macroglobulinemia. By all reasonably defined clinical metrics, these are fundamentally distinct diseases. A patient with gastric MALT lymphoma may achieve durable remission through *Helicobacter pylori* eradication alone — without cancer-directed therapy, or toxicities of that therapy. A patient with Waldenström's macroglobulinemia will receive treatment centered on targeted therapy and immunotherapy (oral BTK inhibitors and anti-CD20 antibodies) that has no resemblance to the treatment for follicular lymphoma. SLL/CLL is treated by yet additional and distinct targeted agents which are not used in other lymphomas. Calling all of these diseases "indolent" tells us nothing clinically useful about any individual patient within the group.

28. This concept is further borne out in survival data. The average five-year overall survival for mantle cell lymphomas is ~50% (seer.cancer.gov). In contrast, the five-year overall survival for follicular lymphoma is ~90%. Further, recent data demonstrate that >40% of patients with follicular lymphoma will be cured because of the success of new targeted therapeutic agents¹¹ – directly contrasting with the “indolent/incurable” paradigm. Patient education materials from the American Cancer Society state “this [follicular lymphoma] is usually a slow-growing (indolent) lymphoma, although some follicular lymphomas can grow quickly” (acs.org). Even when generalizing for a broad population, generalizations fail because lymphoma resists categorization.

29. The term indolent, meant to convey slow-growing and incurable, now plainly serves no true purpose as a descriptor for follicular lymphoma – it has no bearing on the clinical course, predicted response, toxicity or overall survival and is not a meaningful consideration in developing a management plan for a patient newly diagnosed with this disease or providing counseling about expected prognosis.

ii. Within "aggressive"

30. The aggressive category is similarly heterogeneous, and in ways that directly undermine the notion that the category predicts morbidity or outcomes. A clear example is the comparison between B cell acute lymphoblastic lymphoma (B-ALL) to peripheral T cell lymphoma (PTCL), both considered aggressive lymphomas. B-ALL is a disease most common in children and young adults, while PTCL incidence peaks between 50-65 years. Treatment for B-ALL consists of a very specific, rigorously studied regimen of two-three years of continuous, high-intensity chemotherapy; treatment for PTCL is not standardized and can vary in both duration and intensity depending on disease-specific, patient-specific and center-specific factors. Modern regimens place the cure rate for B-ALL ~90%¹², while 5-year overall survival for some subtypes

of PTCL is <30%¹³. These diseases share an imprecise behavioral label but nothing else of clinical significance.

31. Diffuse large B cell lymphoma (DLBCL), the most common “aggressive” lymphoma, is itself a molecularly heterogeneous disease. Patients with DLBCL exhibit widely divergent outcomes; patients with germinal center B cell (GCB)-type DLBCL fare significantly better in terms of overall survival than those with activated B cell (ABC)-type DLBCL. One population-based study reports 5-year overall survival rates of 60–70% for GCB DLBCL compared with 16–35% for ABC DLBCL¹⁴. Two patients diagnosed with DLBCL may have a threefold difference in survival based on molecular subtype alone, before accounting for IPI score, treatment or comorbidities¹⁵. This distinction is invisible to the indolent/aggressive binary categorization.

32. Mantle cell lymphoma (MCL) illustrates the problem from yet another angle. Historically classified as aggressive, MCL is now recognized to span a wide biological spectrum. Mantle cell lymphoma is a mature B-cell lymphoma with a variable clinical course, with indolent and aggressive subtypes now well recognized. Indolent MCL is often characterized by a leukemic presentation, meaning systemic disease that is contiguous with the blood system, while aggressive MCL is characterized by rapid-onset widespread lymphadenopathy and involvement of vital organs. MCL was formally subdivided into two distinct categories by the WHO — nodal MCL and non-nodal leukemic MCL — precisely because the behavioral heterogeneity within the disease is too great to manage under a single classification^{6,16}. A disease that would be categorized as “aggressive” has itself been formally split into an indolent and an aggressive subtype by the authoritative classification bodies; how do we consider its relationship to diseases categorized under the older “aggressive” and “indolent” binary?

33. The statistical consequence of this within-category heterogeneity is significant. For most clinically relevant outcome measures — including overall survival, progression-free survival, treatment burden, financial cost, and morbidity — the variance within each behavioral category may be equivalent to the variance between categories. A grouping variable that explains less variance than it contains adds no analytical value. It generates averages that do not describe any actual patient and may actively mislead any analysis that relies on them.

3. Transformation as Uniquely Destabilizing to the Binary

34. Beyond the problem of within-category heterogeneity is a more fundamental challenge: the indolent/aggressive binary treats these categories as a fixed property of a patient's disease, when in fact lymphomas in individual patients regularly cross from indolent to aggressive categories.

35. Histologic transformation — the biological progression of less aggressive lymphoma into a more aggressive lymphoma — underscores that lymphoma exists on a biologic continuum. It is not a category switch but a manifestation of the underlying evolutionary plasticity of malignant lymphoid cells. Indolent lymphomas, including follicular lymphoma, marginal zone lymphoma, lymphoplasmacytic lymphoma, and chronic lymphocytic leukemia/small lymphocytic lymphoma, all have the potential to undergo histologic transformation into a more aggressive disease with a mandatory change in treatment approach.

36. This phenomenon is neither rare nor restricted to a single disease. Follicular lymphoma commonly transforms into either DLBCL or high-grade B-cell lymphoma, with a reported overall transformation rate of 10–37% and an annual incidence of 2–3%¹⁷. Transformation rates are not uniform across indolent entities — they vary by disease, prior treatment exposure, and underlying molecular features — meaning that even within the "indolent"

category, the risk of transformation is itself heterogeneous, entity-specific and indeed individual cancer-specific. A patient with SLL/CLL may develop transform to DLBCL (a progression so common it bears an eponym – Richter’s transformation) or Hodgkin lymphoma. A patient with MALT lymphoma carries a lower but non-trivial transformation risk. The rates, timing, and post-transformation outcomes differ substantially across entities¹⁸.

37. The clinical implications of transformation are significant. A patient who spends eight years with follicular lymphoma and then transforms to DLBCL cannot be assigned to either the indolent or the aggressive category for the purpose of morbidity analysis — they have had both, sequentially, with distinct biological drivers, distinct treatment exposures, and distinct morbidity profiles at each phase. The prognosis of transformed follicular lymphoma is distinct from both the parental indolent disease and *de novo* aggressive disease, and post-transformation outcomes reflect this biological distinctiveness¹⁹. Post-transformation disease occupies a clinical and biological space that the binary entirely fails to accommodate — it is neither the disease the patient started with nor the disease it now resembles.

38. The practical consequence is that a meaningful fraction of lymphoma patients — those who transform during their disease course — cannot be categorized using the binary at all, except by an arbitrary decision to assign them to one category or the other at a single moment in time.

4. The Curability Paradox

39. The most clinically important — and most counterintuitive — failure of the indolent/aggressive binary is that the dimension most fundamental to predicting patient outcomes and morbidity, curability, runs directly contrary to what the binary implies. The binary was derived from untreated natural history: indolent diseases grew slowly and patients survived years without

treatment; aggressive diseases grew rapidly and killed within months if untreated. A lay reader encountering these labels would reasonably infer that aggressive disease carries a worse long-term prognosis and a heavier burden. The clinical reality, however, is the opposite.

40. Lymphomas described as aggressive are frequently curable with standard therapy, and curable within months: a patient with DLBCL who achieves complete remission after six cycles of therapy and remains disease-free at five years is, for clinical purposes, cured. This occurs in ~60-70% of patients; their future morbidity derives from late effects of treatment — not from ongoing disease activity²⁰.

41. Indolent lymphomas, by contrast, were generally not curable with standard therapy at the time this term was introduced. Treatment decisions for these diseases were largely designed to control symptoms, not eradicate disease. A 55-year-old patient diagnosed with follicular lymphoma that is not amenable to curative targeted therapies may survive for 20 years but typically will endure serial relapses despite nearly continuous treatment with cancer-directed therapy resulting the accumulation of treatment-related toxicity, and the sustained psychological burden of living with an incurable disease. Their morbidity is chronic, compounding, and in many cases ultimately driven either by disease progression or by transformation²¹.

42. The binary thus inverts morbidity prediction in a systematic way. The "aggressive" label implies severity, yet many of these patients achieve cure and carry limited long-term burden. The "indolent" label implies manageability, yet many of these patients carry the consequences of the disease and toxic therapies for life, with morbidity that may substantially exceed that of a cured aggressive lymphoma patient.

43. A recent study in follicular lymphoma provides a sharp illustration of how binary classifications fail to capture outcomes. Approximately 15–20% of patients with follicular

lymphoma experience progression of disease within 24 months of initiating first-line therapy, which is associated with a 5-year overall survival of approximately 50%, compared with over 90% in patients who do not progress 24 months from diagnosis. Thus, patients with progressive follicular lymphoma, classified as "indolent", have a prognosis meaningfully worse than most patients with "aggressive" DLBCL who achieve complete remission with standard therapy. The binary assigns these patients to opposite ends of the severity spectrum; their actual clinical trajectories are reversed.²²

44. Modern treatments further complicate the strict "indolent/incurable" and "aggressive/curable" association. This association is based on response to classical chemotherapy, which function by impacting cell growth; cancers that grow faster ("aggressive") also die faster, while cancers that grow more slowly ("indolent") die more slowly. Targeted and immunomodulatory therapies do not function by controlling cell growth, and thus completely undermine this association. The data in Follicular Lymphoma laid out above, show durable remission in response to modern treatments. Chimeric antigen receptor (CAR) T cell therapy, a novel engineered immunotherapy platform with increasing clinical utility, shows nearly equivalent rates of cure in follicular ("indolent") than large cell ("aggressive") lymphoma²³⁻²⁵. These are only some of the data that underscore the failure of this paradigm.

III. CONCLUSION

45. The indolent/aggressive binary was introduced as a clinical convenience — a plain-language translation of morphologic grades developed in an era when the tools to distinguish lymphomas by biology did not exist. It was explicitly defined as a descriptor of untreated natural history, deliberately excluded from every authoritative classification system since 1994, and has never been validated as a predictor of treatment response, clinical outcome, or patient morbidity.

The classification bodies that govern lymphoma diagnosis and management — the WHO, the International Lymphoma Study Group, the NCCN, the EHA — have spent four decades building an increasingly precise, entity-level framework precisely because behavioral grouping was recognized as clinically inadequate. The evidence reviewed here makes clear why: the indolent and aggressive categories contain diseases so biologically distinct from one another that they share nearly nothing; they encompass patients whose outcomes under modern therapy are systematically the inverse of what the labels imply; they cannot accommodate the substantial fraction of patients whose disease transforms across the supposed binary divide; and they are blind to the molecular, comorbidity, and treatment-specific factors that actually determine physical morbidity and treatment. To use these categories as a framework for predicting patient outcomes is to import a discarded heuristic into a context it was never designed to address — producing conclusions that no modern authority in the field would recognize as clinically defensible.

Dated: May 28, 2026

A handwritten signature in black ink, appearing to read 'Nathan Singh', written in a cursive style.

Nathan Singh MD
Associate Professor of Medicine
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18. Kalashnikov, I. *et al.* Transformation and causes of death in follicular lymphoma: A Finnish nationwide population-based study. *Br. J. Haematol.* **207**, 2417–2425 (2025).

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22. Shen, J. *et al.* Treatment and survival outcomes for patients with follicular lymphoma and POD24: a systematic review and meta-analysis. *Blood Adv.* **10**, 2495–2505 (2026).
23. Thiruvengadam, S. K. *et al.* CD19 directed CAR T therapy for transformed follicular lymphoma: A CIBMTR analysis. *Am. J. Hematol.* **100**, 1803–1812 (2025).
24. Jain, M. D. *et al.* Five-year follow-up of standard-of-care axicabtagene ciloleucel for large B-cell lymphoma: Results from the US lymphoma CAR T consortium. *J. Clin. Oncol.* **42**, 3581–3592 (2024).
25. Cappell, K. M. *et al.* Long-term follow-up of anti-CD19 chimeric antigen receptor T-cell therapy. *J. Clin. Oncol.* **38**, 3805–3815 (2020).

EXHIBIT 1

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Present Position Associate Professor of Medicine
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Education

May 2006 BA, Spanish Literature and Cell Biology
Haverford College
Haverford, Pennsylvania

May 2013 MD
Perelman School of Medicine at the University of Pennsylvania
Philadelphia, Pennsylvania

May 2013 MS, Translational Research
Perelman School of Medicine at the University of Pennsylvania
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Employment

2013-2016 Resident, Department of Medicine
Hospital of the University of Pennsylvania
Philadelphia, Pennsylvania

2016-2019 Fellow, Division of Hematology and Oncology
University of Pennsylvania Health System
Philadelphia, Pennsylvania

2019 - 2025 Assistant Professor of Medicine
Division of Oncology, Section of Cellular Therapies
Washington University School of Medicine

2025- Associate Professor of Medicine with Tenure
Division of Oncology, Section of Cellular Therapies
Washington University School of Medicine

Leadership, Academia

2024- Scientific Director, Center for Gene and Cellular Immunotherapy
Siteman Cancer Center, St Louis, Missouri

2024- Tumor Immunology Program Outreach and Education Liaison
Siteman Cancer Center, St Louis, Missouri

Leadership, National and International

2021- Member (Co-chair 2023, Chair 2024), Society for Immunotherapy of Cancer Scientific
Policy Committee

2022- Member, University of North Carolina Lineberger Cancer Center Data Safety and
Monitoring Committee Blue (Cellular Therapies) External Advisory Committee

2023- Co-organizer, Jonas Center Cellular Therapy Annual Symposium

2024 Co-organizer, American Society of Hematology Scientific Workshop on Genomic
Toxicities of Cell and Gene Therapies, ASH Annual Meeting

2025 Co-organizer, Keystone Symposium on Emerging Cellular Therapies
2025- Member, American Society of Gene and Cell Therapy Publications Committee
2025 Program Committee, Immuno-Oncology Subcommittee, American Association for Cancer Research 2026 Annual Meeting
2026- Vice Chair (Member, 2024; *Chair Elect*, 2027), American Society of Hematology Committee on Scientific Affairs Subcommittee on Emerging Gene and Cell Therapies
2026 Member, Great Ormond Street Hospital National Paediatric Cancer Clinical Trial Fund External Advisory Group

Leadership, Private

2023- Scientific Advisor, Phoreus Biotech
2025- Co-founder, Defiance Therapeutics

Medical licensure and board certifications

2017 American Board of Internal Medicine
2019 American Board of Internal Medicine, Subspeciality in Hematology
2019- Medical License, Missouri Board of Healing Arts

Honors and awards

2022 Bakewell Foundation Clinical Investigator, Damon Runyon Cancer Research Foundation
2023 Bursky Center Scholar, Washington University School of Medicine
2025 Bursky Center Fellow, Washington University School of Medicine
2026 Unanue Prize, Bursky Center for Human Immunology and Immunotherapy

Editorial responsibilities

2023-2024 Associate Editor, *Molecular Therapy*
2024- Section Editor, Immunotherapy, *Molecular Therapy*

Grant review committees

2020 Medical Research Council, United Kingdom
2022 NIH TTT Study Section *Ad Hoc Reviewer (Cycle I)*
2022, 2023 Society for Immunotherapy of Cancer Fellowship Program
2022 European Research Council Synergy Program
2022 NIH Special Emphasis Panel-2: NCI Clinical and Translational Cancer Research *Ad Hoc Reviewer (Cycle III)*
2022 Department of Defense Peer Reviewed Cancer Research Program
2023 Michelson Research Foundation Human Immunome Next Generation Grant
2023, 2025 Washington University K12 Training Program in Clinical Oncology
2023 Institute for Follicular Lymphoma Innovation Moonshot Idea Award
2025 NIH TIR Study Section *Ad Hoc Reviewer (Cycle I)*
2025 NIH CIC Study Section *Ad Hoc Reviewer (Cycle III)*

Patents

2015 *Methods for improving the efficacy and expansion of chimeric antigen receptor-expressing cells*; US Patent #11,896,614 (Licensed to Novartis)
2019 *Combination therapy with chimeric antigen receptor (CAR) therapies*; Provisional 62/676,789, Provisional 62/722,486 (Licensed to Novartis)
2020 *Method and use of application covering LNP compositions for CAR mRNA Delivery*; Provisional 62/916,942; PCT/US2020/56255 (Licensed to Liberate Bio)
2021 *MHC-independent TCRs and methods of making and using same*; Provisional 63/136,702; Provisional 18/261,483; PCT/US2022/12363
2022 *Methods for detecting and treating immunotherapy-resistant cancer*; Provisional

	63/399,099
2022	<i>CAR T cell compositions for the treatment of cancer</i> ; Provisional 63/407,038; PCT/US2023/074347
2024	<i>Structural components regulating function of synthetic antigen receptors</i> ; Provisional 63/671,259
2026	<i>Synthetic CAR Signaling Domain Sequences Drive T-Cell Activation Without ITAMs</i> ; Provisional 64/024,416

Teaching and mentoring

Graduate School Affiliations

Division of Biology and Biomedical Sciences: Immunology (primary), Biochemistry Biophysics and Structural Biology, Computational and Systems Biology, Cancer Biology
Department of Biomedical Engineering: Cellular Systems Engineering (primary), Cancer Technologies

<u>Postdoctoral fellows</u>	<u>Years</u>	<u>Current position</u>
Emrah Selli	2020-2022	Senior Scientist, Wugen, St. Louis Missouri
Michael Slade	2021-2023	Asst. Professor of Medicine, Wash. U.
Tien-Ching Chang	2021-	Post-doctoral fellow, Washington University
Deepesh Gupta	2022-	Post-doctoral fellow, Washington University
Junu Bae	2025-	Fellow, Division of Oncology, Wash. U.
Max Yano	2026-	Fellow, Division of Oncology, Wash. U.

Doctoral students

John Warrington	2023-	MSTP student, Computational and Systems Biology
Yangdon Tenzin	2023-	PhD student, Immunology
Bryant Thompson	2026-	PhD student, Immunology

Pre- and post-baccalaureates

Pranali Ravikumar	2017-2019	Clinical Research Coordinator, Eupraxia Pharma
Amanda Heard	2019-2021	MSTP student, University of Kansas
John Lattin	2019-2022	Fellow, Oncology, Univ. of California in Los Angeles
Helen Ha	2021-2023	Medical Technician, Brinton Vision
Kevin Hsu	2021-2023	PhD student, MD Anderson Cancer Center
Agata Gruczyńska	2022-2023	Bioinformatics Scientist, Washington University
Jack Landmann	2021-2024	MD/MPH student, Southern Illinois University
Avery Horn	2024-2026	Undergraduate, Washington University
Haorui Song	2024-2026	MD student, St Louis University
Amanda Barrett	2024-2026	MD student, Medical College of Wisconsin
Vishaal Ganesh	2025-2026	PhD student, Washington University
Olivia Stephan	2026-	Undergraduate, Washington University
Oliver Zimmerman	2026-	Research Associate, Washington University

PhD Thesis Committees

Kimberly Johansson	2021-2023	Wash U Molecular and Cellular Biology Program
Irina Shchukina	2024-2025	Wash U Computational and Systems Biology Program
Julia Wang	2021-2025	Wash U Computational and Systems Biology Program
Meagan Murphy	2022-2025	Wash U Immunology Program
Alex Kim	2023-2025	Wash U Immunology Program
Shelby Namen	2022-2025	Wash U Immunology Program
Steven Yang	2023-2025	Wash U Immunology Program
Aishwarya Krishnan	2023-	Wash U Cancer Biology Program
Reilly Sample	2023-	Wash U Molecular Genetics and Genomics Program
Kevin Harris	2023-	Wash U Immunology Program
Omar Ibrahim	2024-	Wash U Cancer Biology Program

Lyra Morina 2024- Wash U Immunology Program
David O'Leary 2025- Wash U Cancer Biology Program

Didactic Teaching

2019- Lecturer, Genetics and Genomics of Disease, Precision Medicine Pathway
2019 Co-lead, DBBS Markey Pathway, Translational Immunology Course
2022 Lead, DBBS Markey Pathway, Immunotherapy Course
2023- Lecturer, DBBS Immunology I
2023- Lecturer, DBBS Advanced Topics in Immunology

Other Service

2022- 2025 Member, Immunology Program Admissions Committee
2023- 2025 Member, Immunology Program Seminar Series Committee
2023- Co-Director, DBBS Lucile P. Markey Special Emphasis Pathway in Human Pathobiology
2024- Organizer, Center for Gene and Cellular Immunotherapy John F. DiPersio Symposium
2026- Admissions Committee, McKelvey School of Engineering
PhD Program in Biomedical Engineering

Invited lectures, selected

September 2018 "Identifying mechanisms of resistance to CAR therapy in lymphoid cancer"
Massachusetts General Hospital Center for Cancer Research
September 2019 "From bench-to-bedside and back: the role of scFv linkers in CAR biology"
FDA/CBER-HESI Workshop on the Safety of Engineered T cell therapies
October 2020 "Driving CAR T cell dysfunction: mechanisms of resistance that lead to
therapeutic failure"
MD Anderson Cancer Center Cellular Therapy Research Meeting
April 2022 "CAR costimulatory domains direct distinct lineages of T cell dysfunction"
St. Jude Children's Hospital Cell and Gene Therapy Seminar
November 2022 "Biological mechanisms of anti-CD19 CAR T cell failure"
Immunotherapy Bridge Annual Meeting
March 2023 "Regulators of CAR T cell dysfunction: A tale of two transcription factors"
Roswell Park Cancer Center Department of Medicine Grand Rounds
May 2023 "Overcoming the molecular drivers of CAR T cell failure"
MD Anderson Cancer Center Adoptive Cell Therapy Scientific Seminar
September 2023 "Genomic regulators of CAR-driven T cell dysfunction"
Memorial Sloan Kettering Cancer Center Hematologic Malignancies Grand Rounds
March 2025 "Overcoming CAR T cell dysfunction through lineage engineering"
Keystone Symposium on Immune Cell Therapies in Cancer and Autoimmunity
April 2025 "Engineering cell states to enhance CAR T cell function"
Baylor College of Medicine Center for Gene and Cellular Therapy Seminar Series
September 2025 "Precision cell states for cancer immunotherapy"
St. Jude Children's Research Hospital Cell and Gene Therapy Seminar
April 2026 "Tuning T cell lineage to enhance cellular immunotherapy"
Columbia University Initiative in Cell Engineering and Immunotherapy Seminar

Research support, active

Siteman Investigator Program, Team Science Award Fehniger and Schreiber (PIs) 07/25-06/27
Siteman Cancer Center
Title: Elucidating mechanisms and translational strategies to enhance therapeutic anti-tumor immunity

Role: Lead, Project 2 “Stimulating endogenous tumor immunity using CAR T cells”

Designated Cancer Research Grant Singh (PI) 11/24-10/26
V Foundation
Title: Dynamic regulation of CAR T cell functional states to enhance anti-tumor efficacy

R37CA285572 Singh (PI) 12/23-11/30
NCI
Title: Decoding 41BB-specific dysfunction programs in cellular immunotherapies for cancer

Clinical Investigator Award Singh (PI) 07/22-06/27
Damon Runyon Cancer Research Foundation
Title: Tailored Engineering to overcome costimulation-driven CAR T cell dysfunction

R01AI165771 Wu (PI) 07/22-06/27
NIAID
Title: CAR T cell treatment for CNS Autoimmunity
Role: Co-Investigator

R01AI130152 Egawa (PI) 02/23-01/28
NIAID
Title: The transcription factor c-MYC in lymphocyte expansion and restriction of stemness
Role: Co-Investigator

UG1HL109137 Pusic (PI) 08/24-7/31
NHLBI
Title: Phase III, multicenter, randomized, double-blind study of duvelisib as CRS prophylaxis in patients with large cell or mantle cell lymphoma undergoing CAR therapies
Role: Co-Investigator

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Original Research Manuscripts, first or *corresponding authorship

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2. **Singh N**, Liu X, Hulitt J, Jiang S, June CH, Grupp SA, Barrett DM and Zhao Y. Nature of tumor control by permanently and transiently-modified GD2 chimeric antigen receptor T cells in xenograft models of neuroblastoma. *Cancer Immunology Research*. 2014; 2(11): 1059-1070. PMID: 25104548
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EXHIBIT 10

Attention: Farmers, Landscapers, Groundskeepers, Gardeners, and Others Exposed to Weed Killers

**People Diagnosed with Non-Hodgkin Lymphoma (NHL)
Now or in the Future Could Receive \$6,000 to \$165,000 or More**

This settlement will affect you even without a cancer diagnosis — unless you exclude yourself.

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

- The Monsanto Company (“Monsanto”) makes an ingredient called glyphosate that is in Roundup and other weed killers (together, “Roundup Products”), and people sued Monsanto, claiming this ingredient causes non-Hodgkin lymphoma (“NHL”). The company agreed to pay up to \$7.25 billion to settle these claims. Monsanto says it did nothing wrong. The settlement will continue to pay claims for 17 to 21 years.
- People who may be part of this settlement include workers in farming, landscaping, and groundskeeping jobs, as well as people who used Roundup Products at home or lived in a home where they were used.
- You may be part of this settlement—even if you haven’t been diagnosed with NHL—if you used a Roundup Product (see Question 13) in the U.S. or were close by when someone else used it. Close family members, like spouses, parents, and children, may also be able to submit claims based on their loved one’s exposure.
- The settlement gives these cash benefits: (a) Program Awards pay an average of \$10,000 to \$165,000 for eligible class members with NHL (even those diagnosed later), (b) Quick-Pay Awards pay \$6,000 to \$14,500 for some class members, and (c) additional awards pay extra money for special situations or heavy use at home.
- **If you stay in the settlement:** You agree not to sue Monsanto for any claims related to Roundup Product exposure. You give up the right to ask a court for money for your injuries (compensatory damages), for medical tests (medical monitoring), or for extra penalties against Monsanto (punitive damages).
- **If you don’t get paid or are diagnosed later:** If you submit a valid claim but do not receive payment (for example, if you have waited more than 5 years from your Claim Eligibility Date, or if the funding runs out), you have the right to “exit” the settlement. Additionally, if you are diagnosed with NHL after the Court approves the settlement, but before it ends, you can reject your award and leave the settlement. If you exit the settlement, you get back the right to sue Monsanto for your injuries and losses, but you still cannot sue for punitive damages.
- **If you are diagnosed with NHL in the future:** If you stay in the settlement and are diagnosed with NHL in the future, you must submit a claim through this settlement first; you cannot sue in court unless you complete the claims process and choose to “exit” the program later.
- **If you never get sick:** If the settlement ends (after the 16th Annual Payment Date) and you have not been diagnosed with NHL, you get back the right to sue Monsanto for all damages if you get sick in the future.

YOUR LEGAL RIGHTS AND OPTIONS	
REGISTER FOR BENEFITS	<p>If you were diagnosed with NHL on or before Month XX, 2026: You must register within 180 days of the Final Approval Date (the day the Judge signs the order approving the Settlement). If you are diagnosed with NHL in the future: You do not need to register.</p>
SUBMIT A CLAIM	<p>If you were diagnosed with NHL on or before Month XX, 2026: You must submit a Claim Form no later than 180 days after the date the settlement is final after any appeals. If you are diagnosed with NHL in the future: You must submit a claim within six years of your diagnosis (and before the 16th Annual Payment Date).</p>
EXCLUDE YOURSELF	<p>If you exclude yourself, you will not receive any settlement benefits. You will be able to file a lawsuit against Monsanto for all timely claims related to your exposure to Roundup Products.</p>
OBJECT	<p>Write to the Court about why you do not like the settlement.</p>
ATTEND HEARING	<p>Ask to speak in Court about the fairness of the settlement.</p>
DO NOTHING	<p>If you do nothing, you remain part of the Settlement Class and you give up your right to sue Monsanto. You will get \$0 unless you submit a claim.</p>

- These rights and options—and the deadlines to exercise them—are explained in this notice. If you have any questions about this settlement, you may visit www.WeedKillerClass.com or call 1-8XX-XXX-XXXX for free help.
- The Court in charge of this case has yet to decide whether to approve the settlement.

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Not an Official Court Document

VISIT WWW.WEEDKILLERCLASS.COM
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BASIC INFORMATION

1. What is this notice about?

The Court overseeing this proposed class action settlement authorized this notice to inform you how you may be affected by the settlement. This notice describes the lawsuit, the general terms of the proposed settlement, and what it may mean to you. It also explains how to participate in, or exclude yourself from, the settlement.

Judge Timothy J. Boyer of the 22nd Judicial Circuit Court, City of St. Louis, Missouri, is in charge of this case. The case name is *Randall King, et al. v. Monsanto Company*, No. XXXXXX. The people who sued are called the "Plaintiffs." Monsanto is the "Defendant."

2. What is the lawsuit about?

Roundup weed killer is one of the leading and most widely used herbicide products in the U.S. Roundup weed killer contains glyphosate, which is also an ingredient in other similar products that may not have "Roundup" in their name but are included in the settlement as "Roundup Products" (see Question 11). The lawsuit claims that exposure to Roundup Products can cause a type of blood cancer called non-Hodgkin lymphoma. Monsanto denies this claim and denies any wrongdoing.

Glyphosate is an herbicide used to kill certain plants and grasses and is an active ingredient in Roundup Products.

3. What is non-Hodgkin lymphoma?

Non-Hodgkin lymphoma, also known as NHL, is a type of cancer that starts in white blood cells called lymphocytes. Lymphocytes are part of the body's immune system that help it fight infections and other diseases.

What is covered by the settlement:

- NHL, including but not limited to Diffuse Large B-Cell Lymphoma, Follicular Lymphoma, Hairy Cell Leukemia, Aggressive NK-Cell Leukemia, and Chronic Lymphocytic Leukemia/Small Lymphocytic Lymphoma.
- Any leukemia that contains the words "lymphoma," "lymphocytic," or "prolymphocytic" in its name under the World Health Organization Classification of Tumours – Haematolymphoid, Volume 11 (revised 5th Edition (2024)).

What is NOT covered by the settlement:

- Hodgkin's lymphoma.
- Multiple myeloma.
- Leukemias that do not have "lymphoma," "lymphocytic," or "prolymphocytic" in their names.

A complete list of covered conditions is available on the website or by calling the toll-free number.

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4. Why does this settlement include people who are not sick?

Scientific research shows that non-Hodgkin lymphoma can take 10 to 15 years—or longer—to develop after exposure to certain chemicals. This means you could have been exposed to Roundup Products years ago and not know yet whether you will ever develop NHL.

This settlement is designed to provide compensation for people who develop NHL in the future, not just those who are already sick. That is why the settlement will pay claims for 17 to 21 years.

If you were exposed to Roundup Products, this settlement affects your legal rights now—even if you feel perfectly healthy. If you stay in the settlement and are later diagnosed with NHL, you must file a claim through this program; you cannot sue Monsanto in court unless you are eligible to exit the settlement (see Question 31). If you want to keep all your legal options open, you must exclude yourself before the deadline (see Question 29).

If you stay in the settlement but are not diagnosed with NHL before the 16th Annual Payment Date of the settlement, you get back all your legal rights at the end of the settlement (see Question 31).

5. What are compensatory and punitive damages?

Compensatory damages are money awarded to pay you back for your actual losses. This includes money for medical bills, lost wages, pain and suffering, and emotional harm.

Punitive damages are extra money a court orders a defendant to pay specifically to punish them for their bad conduct, not to pay you for your injury.

6. Why is this a class action?

In a class action, the plaintiffs who file the lawsuit act as “class representatives” and sue on behalf of themselves and others with similar claims. This group of people is called the “class,” and its members are called “class members.” One court resolves the issues presented for all class members, except for people who exclude themselves from the class.

7. Why is there a settlement?

Plaintiffs and Monsanto agreed to a settlement to avoid the significant risks and delays of continuing litigation. Specifically, Class Counsel and the Class Representatives recommend this settlement because of several major risks that could result in you getting zero money if the lawsuits continue:

- **The "Preemption" Risk:** The U.S. Supreme Court is considering a case that could decide that federal law prevents (preempts) most of these lawsuits entirely because the EPA has approved Roundup's labels. If this happens, most claims would be dismissed.
- **The Bankruptcy Risk:** Monsanto faces financial difficulties that could lead to bankruptcy. If the company goes bankrupt, you could face years of delays and receive little or no money.
- **The Delay Risk:** The sheer volume of pending Roundup cases in Missouri and nationwide has created a significant backlog, with only a small number proceeding to trial each year.
- **The Litigation Risks:** Without a settlement, you face the risk of dismissal of your case before trial and the risk of loss at trial or on appeal, which would result in zero recovery.

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WHO IS PART OF THE SETTLEMENT?

8. How do I know if I am included in the settlement?

You are included in the settlement if you meet **all** the following criteria:

- You are a U.S. citizen **or** a non-U.S. citizen who was living in the U.S. on Month XX, 2026.
- You had contact with, inhaled, ingested, or absorbed Roundup Products in the U.S. before February 17, 2026; **AND**
- Your exposure happened because you:
 - Applied the products yourself.
 - Purchased or paid for the products or their application.
 - Participated in, directed, or saw the application of the products; or
 - Otherwise had reason to know you were exposed.

Note: The U.S. includes all 50 states, the District of Columbia, Puerto Rico, Guam, American Samoa, the U.S. Virgin Islands, the Northern Mariana Islands, any other U.S. territory, and U.S. military or diplomatic establishments worldwide.

You are also included in the settlement if you are a:

- **Derivative Claimant:** You are a spouse, parent, or dependent child of a class member, or you have a legal relationship with a class member that allows you to sue Monsanto because of their exposure to Roundup.
- **Representative Claimant:** You are an authorized representative or executor for a class member who is deceased, a minor, or legally incapacitated.

You are NOT included in the settlement if:

- You or your immediate family member is a judge or court staff assigned to this case.
- You are a current or former officer, director, or employee of Monsanto or any of its subsidiaries (as of February 17, 2026).
- You only watched someone else apply Roundup Products, and you had no reason to know the products were weed killers.
- You have already settled your claim with Monsanto and signed a release.
- Your claim was previously dismissed by a court with prejudice (i.e., permanently); or
- You have a claim pending in the federal MDL in California (*In re Roundup Products Liability Litigation*, MDL No. 2741) as of February 17, 2026. However, if you dismiss your MDL claim, you may join this settlement upon request.

9. When does the settlement become final?

The settlement does not become final right away. After the Court approves the settlement, there is a period during which appeals may be filed. The settlement becomes final when all appeals are resolved or the time to appeal has passed. In this notice, deadlines tied to this date are stated as “after the settlement becomes final.” The Settlement Agreement refers to this as the “Effective Date.”

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10. Was there a previous Roundup settlement about NHL?

Yes. In 2021, Monsanto proposed a different class action settlement to resolve Roundup-related NHL claims. The proposed settlement was ultimately withdrawn following the Court’s denial of preliminary approval. This settlement is a new and separate agreement with different terms, different class definitions, and a different compensation structure. If you have a pending claim in the federal MDL (*In re Roundup Products Liability Litigation*, MDL No. 2741), see Question 37 for how this settlement may affect you.

11. What type of claimant am I?

If you are included in the settlement, you will be categorized as follows:

- **Subclass 1:** You were diagnosed with NHL as of Month XX, 2026 [Preliminary Approval Date] and meet the exposure requirements.
- **Subclass 2:** You meet the exposure requirements but have NOT been diagnosed with NHL as of Month XX, 2026 [Preliminary Approval Date]. You are part of the settlement now, but you can only submit a claim for compensation if you are diagnosed with NHL in the future.

You will also be categorized as either an Occupational or a Residential Claimant.

• **You qualify as an Occupational Claimant if:**

- You were exposed to Roundup Products for more than 80 hours while working in an agricultural, industrial, turf, or ornamental job; and
- You earned more than 50% of your total income or more than \$15,000 from this job in at least one year.
- *Proof Requirement:* You must provide documentary evidence of your occupational status, such as employment records, payroll records, business licenses, or tax records.

OCCUPATIONAL EXAMPLES

Farmers; farm laborers or helpers; gardeners; maintenance workers; landscapers; pesticide sprayers, handlers, or applicators; groundskeepers; lawn service workers; tree trimmers or pruners; hedge trimmers; highway maintenance workers; rail maintenance workers; or facilities managers.

WAYS YOU COULD HAVE BEEN EXPOSED

Mixing or applying pesticides or herbicides; planting, cultivating or harvesting crops; landscaping or groundskeeping to improve the appearance of lawns, gardens, parks, or other outdoor spaces; maintenance of athletic fields or golf courses; planting, watering, or fertilizing gardens; and pruning or maintaining trees or shrubs.

• **You qualify as a Residential Claimant if:**

- You were exposed to Roundup Products in a residential capacity, or you do not meet the specific hours or income requirements for an Occupational Claimant (for example, if you used the product at home for gardening or landscaping).

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12. Does my immigration status in the U.S. affect my ability to be in the Settlement Class?

Your immigration status does not affect your inclusion in the Settlement Class. You do not need to be a U.S. citizen or have legal immigration status to participate in the settlement if you qualify as a class member (see Question 8).

13. What does “exposure” mean?

Exposure means you had direct physical contact with Roundup Products during their handling or application (you inhaled, absorbed, or swallowed them). This includes contact that occurred while you were using the Roundup Products yourself, or while you were close by when someone else was mixing, applying, handling, or transporting them.

Roundup Products include:

- Any product listed on Exhibit A to the Settlement Agreement, and
- Any glyphosate-containing product with "Roundup" in its name.

A list of Roundup Products is available at the website or by calling the toll-free number.

14. What should I do if I am not sure whether I am included in the settlement?

If you are not sure whether you are included in the settlement or have any other questions, call the toll-free number at 1-8XX-XXX-XXXX. You may also send questions to the claims administrator at info@WeedKillerClass.com or Roundup Settlement, P.O. Box 0000, City, ST 00000-0000.

SETTLEMENT BENEFITS

15. What does the settlement provide?

Monsanto has agreed to pay up to \$7.25 billion into a settlement fund over 17 to 21 years. This fund is subject to specific adjustments and credits. The chart below explains the funding commitments, timing, and distribution rules.

FUNDING COMPONENT	AMOUNT	TIMING / TRIGGER	PURPOSE / ALLOCATION
Initial Settlement Payments	\$1 Billion	\$500 million has already been paid. Another \$500 million will be paid by August 31, 2026.	(1) pay notice and administration costs; (2) pay taxes and fees after final approval; (3) up to \$80 million for Quick-Pay Awards and \$20 million for Exigency Awards annually after final approval (for up to three years if the settlement is delayed by appeals); and (4) any remaining funds will be rolled into the Award Fund on the First Annual Payment Date to pay first year claims.
Annual Settlement Payments	\$250M – \$550M per year	Paid annually for 16 years on the anniversary of the	Used to pay Program Awards, extra awards for special circumstances or heavy residential exposure (see Question 20), attorneys' fees, ongoing notice and administration costs, and tax expenses.

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		date the settlement becomes final.	
Security Fund	\$1 Billion	Established within 30 days of the date the settlement becomes final.	A separate escrow account acting as a safety net. If Monsanto defaults in bankruptcy and does not make required settlement payments, these funds will be available for the benefit of class members.
Extended Funding	Up to \$250M annually	If necessary, it starts one year after the date of the 16th Annual Settlement Payment Date (maximum of 4 additional years).	Only happens if the 16 th Annual Payment is not enough to pay remaining Occupational Claimants (see Question 24).

16. Who can apply for a compensation award?

If you were diagnosed with NHL as of Month XX, 2026, you can begin your application for a compensation award upon Final Court Approval if you meet all the following criteria:

- **Exposure:** You were exposed to Roundup Products in the U.S. before February 17, 2026.
- **Citizenship/Residency:** You are a U.S. citizen or were living in the U.S. on Month XX, 2026.
- **Diagnosis:** You have a qualifying diagnosis of non-Hodgkin lymphoma (NHL).
- **Register/Submit Claim Package:** You register within 180 days of the Final Approval Date and submit your Claim Package within 180 days of the date the settlement becomes final.

If you are diagnosed with NHL after Month XX, 2026, you can apply for a compensation award in the future if you meet the following criteria:

- **Exposure:** You were exposed to Roundup Products in the U.S. before February 17, 2026.
- **Citizenship/Residency:** You are a U.S. citizen or were living in the U.S. on Month XX, 2026.
- **Diagnosis:** You are diagnosed before the 16th Annual Payment Date (see Question 24).
- **Submit Claim Package:** You submit your Claim Package within six years of your diagnosis but before the 16th Annual Payment Date.

17. If I was diagnosed with NHL before 2020, can I apply for a compensation award?

It depends on whether you already took legal action before February 13, 2026.

- **If you filed a lawsuit or signed a tolling agreement before February 13, 2026:** Yes, you can apply for compensation.
- **If you did NOT file a lawsuit or sign a tolling agreement before February 13, 2026:** Generally, no, but there is one exception. You can still apply and receive a full award if you can prove your state's deadline to sue has not passed yet. This is usually based on where you were exposed to Roundup Products or where you lived when you were diagnosed with NHL. If you cannot prove you still have time to sue, you will remain part of the Settlement Class, but you will not receive any money.

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WHAT IS A TOLLING AGREEMENT?

A tolling agreement is a contract between you or your attorneys and Monsanto that pauses the clock on your deadline to sue.

WHY DO THE DEADLINES MATTER?

Every state has laws that limit how long you have to file a lawsuit. These include:

- **Statutes of limitations:** Set a deadline based on when you were injured or when you discovered your injury.
- **Statutes of repose:** Set a firm cutoff date, regardless of when you discovered your injury.

18. How will the amount of my Program Award be determined?

Your award amount is determined in two steps: Tier Assignment and Claim Scoring.

Tier Assignment: First, you will be assigned to one of nine tiers based on three main factors:

- **Type of Exposure:** Whether you are an Occupational Claimant or a Residential Claimant (see Question 11).
- **Age at Diagnosis:** Your age at the time of your NHL diagnosis.
- **NHL Subtype:** Whether your cancer is classified as fast-growing (“aggressive”) or slow-growing (“indolent”).

Each tier has an average award value. For example, Tier 1 (younger, occupational, aggressive NHL) has a higher average payment than Tier 9 (claimants over age 78). All claimants diagnosed with NHL at age 78 or older will be assigned to Tier 9, regardless of their exposure or NHL subtype.

Claim Scoring: Once you have been assigned to a tier, your specific award is calculated based on a score that compares you to others within your tier. Scoring is based on:

- **Treatment:** The intensity and invasiveness of your treatment (such as chemotherapy or radiation).
- **Proof:** The strength of the evidence you provide to prove your exposure (for example, photos or receipts count for more than just a personal statement).
- **Extent of Exposure:** How long and how often you were exposed to Roundup Products.
- **Medical History:** Your score may be adjusted downward if you have certain other medical conditions.
- **Prior Lawsuit Status:** Whether you had a written agreement with Monsanto giving you specific rights beyond tolling, or had your deposition taken before February 13, 2026.

Limited Proof Award: You will receive a \$150 award if you cannot prove that you met the minimum exposure time (at least 16 hours or 10 lifetime days total), but you can still prove you were exposed to Roundup Products.

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See Question 21 for additional factors that may increase or decrease your score.

19. What types of compensation awards are available?

There are two primary types of compensation awards:

Program Awards are the standard awards for most class members. Your award is based on your tier (determined by exposure type, age at diagnosis, and NHL type). Your actual award may range from 80% to 120% of the tier average, depending on your individual Claim Score (see Question 21). Claims are processed annually.

Quick-Pay Awards are expedited, fixed payments available only to Claimants in Tiers 5–9 (Residential Claimants or Claimants over age 78 at time of diagnosis) who filed a lawsuit or signed a tolling agreement before February 13, 2026 (see Question 17). Quick-Pay awards are processed on a first-in, first-out basis and will begin before the settlement is fully approved. If you accept a Quick-Pay Award, you cannot receive any other award from this settlement.

Tier	Exposure Type	Age at Diagnosis	NHL Type*	Average Program Award**	Quick-Pay Award***
1	Occupational	Under 60	Aggressive	\$165,000	—
2	Occupational	60–77	Aggressive	\$105,000	—
3	Occupational	Under 60	Indolent	\$85,000	—
4	Occupational	60–77	Indolent	\$60,000	—
5	Residential	Under 60	Aggressive	\$40,000	\$14,500
6	Residential	60–77	Aggressive	\$30,000	\$11,000
7	Residential	Under 60	Indolent	\$25,000	\$10,500
8	Residential	60–77	Indolent	\$20,000	\$7,700
9	Any	78 or older	Any	\$10,000	\$6,000

* Aggressive = fast-growing NHL; Indolent = slow-growing NHL. A list of NHL subtypes is available on the website.

**Program Awards shown are tier averages. Actual awards range from 80% to 120% of the average based on Claim Score (not including any additional compensation for special circumstances of significant residential exposure).

***Quick-Pay Awards are fixed amounts, not subject to scoring. Available only to qualifying Residential Claimants or Claimants over age 78 at the time of diagnosis.

Inflation Adjustment: Starting with the fifth year of payments, award amounts may increase annually by up to 2.5% per year to account for inflation.

20. Are there additional funds for special circumstances?

If you apply for a Program Award, you may also be eligible for additional compensation if you meet specific criteria.

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- **Extraordinary Circumstances Fund (“ECF”)**: For severe situations, such as death before age 78, organ transplant, or specific intensive treatments (like CAR-T therapy or Intrathecal Chemotherapy).
- **Extraordinary Residential Exposure Fund (“EREF”)**: For Residential Claimants who had significant exposure (more than 80 hours) on large properties (totaling more than 6 acres).

Exigency Awards: If you face an immediate crisis, specifically, imminent loss of housing or a terminal illness where you may not survive to receive a standard Program Award, you may apply for this award. If you accept an Exigency Award, you cannot receive any other award from this settlement. These can be paid before the settlement is fully final. The value of your Exigency Award would be the same as the standard Program Award you would be eligible to receive.

21. What factors could increase or decrease my Claims Score?

Factors That May Increase Your Score:

- You were diagnosed with NHL at a younger age.
- You provide stronger proof of Roundup Product exposure (such as photos, receipts, or employment records).
- You had longer or more frequent exposure to Roundup Products.
 - You underwent more intense or invasive treatment (such as chemotherapy, radiation, or transplants).
 - You have Lugano or Ann Arbor Stage IV cancer.
 - Your diagnosis was made more than 5 years after your first exposure and less than 15 years after your last exposure.
 - You had a written agreement with Monsanto that gave you specific rights beyond tolling.
 - Your deposition was taken in a Roundup lawsuit before February 13, 2026.

Factors That May Decrease Your Score:

- You were diagnosed with NHL at an older age.
- You provide weaker proof of Roundup Product exposure (no photos, receipts, or employment records).
- You had shorter or less frequent exposure to Roundup Products.
 - You had an AIDS diagnosis, or a solid organ, stem cell, or bone marrow transplant before your NHL diagnosis.
 - You have a prior diagnosis of any blood cancer or malignant blood disorder.
 - For certain NHL subtypes: use of immunosuppressants, prior Hepatitis C or Epstein-Barr Virus infection.
- Your NHL diagnosis can reasonably be attributed to a cause other than Roundup Product exposure.

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22. What happens if there are healthcare reimbursement claims?

If Medicare, Medicaid, TRICARE, or another insurer paid for your NHL treatment, it may ask to be repaid from your award. You must identify all government programs and insurers that paid for your NHL treatment. The Healthcare Compliance Administrator will work with these payors to determine the amounts owed. These amounts may be deducted from your award before you receive payment. Your payment may be delayed until these repayments are resolved.

WHAT DOES THE HEALTHCARE COMPLIANCE ADMINISTRATOR DO?

The Healthcare Compliance Administrator negotiates directly with government health programs to limit how much money they can take for repayment of back medical expenses. Their goal is to secure a "cap," a specific maximum dollar amount or percentage, that is less than your total award.

23. Can family members or representative claimants receive a compensation award?

Yes, but the rules are different for each group:

Derivative Claimants (Family Members): Certain family members (such as a spouse, parent, or child) who have a legal right to sue based on their relationship with the primary class member (the person with NHL).

- **Eligibility:** You are eligible for an award only if the primary class member receives an award and indicates on their claim form that they are submitting on your behalf.
- **Award Amount:** The award for a family member is 1% of the primary class member's award. This 1% is deducted from the primary award; it is not an additional payment. For example, if the primary claimant's award is \$100,000, the family member receives \$1,000, and the primary claimant receives \$99,000. The 1% payment will be split among all Derivative Claimants for a primary class member.

Representative Claimants (Estates or Guardians): If a class member is deceased, a minor, or legally incapacitated, a representative claimant (such as an estate executor, next of kin, or legal guardian) may act on their behalf.

- **Role:** The Representative Claimant stands in the shoes of the class member to submit the claim and receive the payment for the benefit of the class member or their estate.
- **Requirements:** You must confirm that you have the authority to act and sign an agreement promising to reimburse the fund if it is later determined that you did not have the authority to receive the payment.

24. How long will the settlement last, and why does the 16th Annual Payment Date matter?

The settlement will run for 17 to 21 years. After two initial payments, Monsanto will make 16 yearly payments starting one year after the settlement becomes final. If money is still needed after year 16 for Occupational Claimants, Monsanto will be required to make up to four additional annual payments.

The 16th Annual Payment Date is a critical milestone because it generally marks the end of Monsanto's financial obligations, except for any additional payments (if necessary). At that point:

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- If you are a class member who has not been diagnosed with NHL by the date of this payment, you get back the right to sue Monsanto for all damages if you are later diagnosed with NHL (see Question 5).
- Any remaining claims and exit awards are processed and paid.
- If you are a Residential Claimant or you were diagnosed with NHL at age 78 or older, and you have not been paid after the 16th Annual Settlement Payment has been used up, you can sue for your injuries and losses, but you still cannot sue for punitive damages.
- If money is left over and no extended payments are needed, the remaining funds are donated to a nonprofit that studies NHL prevention or treatment (see Question 25).

25. What happens to money left over at the end of the settlement?

If any money remains in the settlement fund after the 16th Annual Payment Date and all claims have been paid, it will be donated to a nonprofit organization that studies the prevention or treatment of NHL. The Court will choose the organization after hearing from Monsanto and Class Counsel.

HOW TO GET BENEFITS

26. How do I apply for a compensation award?

You can register and submit claims online at www.WeedKillerClass.com or by calling 1-8XX-XXX-XXXX.

If you were diagnosed with NHL before Month XX, 2026:

- You must submit a registration form to the claims administrator within 180 days after the Court grants final approval of the settlement (earliest deadline is **Month XX, 2026**).
- You must *also* submit a Claim Package (including medical proof) no later than 180 days after the date the settlement becomes final.

If you are diagnosed with NHL after Month XX, 2026:

- You do not need to register.
- You must submit a Claim Package within six years of your diagnosis (and before the 16th Annual Payment Date). You may have more than six years to file a claim if you can prove your state's deadline to sue provides more time. This is usually based on where you were exposed to Roundup Products or where you lived when you were diagnosed with NHL. See Question 17 for details.

Registration for Subclass 1 will not begin until after the settlement is approved by the Court. Further notice will be provided on how to register for benefits. In the meantime, please go to www.WeedKillerClass.com or call 1-800-000-0000 to sign up for notice of registration. Subclass 1 members must complete the registration within the time permitted (180 days from the date settlement is approved by the Court) if they wish to receive any of the benefits provided through this settlement.

Note: If an attorney represents you, they may submit these documents on your behalf, but you must sign the claim form and required authorizations or affidavits.

The exact calendar dates for these deadlines will be posted on the settlement website once the Court approves the settlement.

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27. Can I appeal a decision to deny or limit the amount of my compensation award?

You can request reconsideration of a Program Award or an Adverse Eligibility Determination (denial of your claim). All other award types, including Quick-Pay, Exigency, ECF, and EREF Awards, are final.

If you believe that an error was made regarding your eligibility or the factual data used to calculate your tier or Claim Score, you must submit a reconsideration request within 45 days of receiving your award notice. After the request is reviewed, the decision is final. If you remain in the settlement, you give up the right to appeal to any court.

If your claim was denied, you may still submit a new Claim Package in the future if your circumstances materially change (for example, if you obtain new medical records proving a diagnosis that was previously unsupported).

28. Can I reject my Program Award?

Only Subclass 2 Claimants (NHL diagnosis after Month XX, 2026) can reject a Program Award.

If you are a Subclass 2 Claimant and are not satisfied with your Program Award, you must follow this process to reject it:

- **Request Reconsideration:** You cannot reject the award immediately. You must first request reconsideration of the award amount.
- **ECF Requirement:** To be eligible to reject the award, you must have submitted a claim for an Extraordinary Circumstances Fund (ECF) Award (either with your initial application or with your request for reconsideration).
- **Rejecting the Award:** If you are still dissatisfied with the result of your reconsideration request, you may elect to reject the Program Award (and ECF/EREF Awards, if applicable) by submitting an Award Rejection form.
- **Consequences:** If you reject the award, you become an Exiting Class Member (see Question 31).
 - You will not receive compensation from the settlement.
 - You get back the right to sue Monsanto in court for your injuries, but you cannot sue for punitive damages (see Question 5).

EXCLUDING YOURSELF FROM THE SETTLEMENT

29. How do I get out of the Settlement Class?

If you don't want benefits from this settlement, but you want to keep the right to sue Monsanto on your own about the legal issues in this case, you must take steps to exclude yourself from (or "Opt Out" of) the Settlement Class.

To exclude yourself, you must submit a written request by **Month XX, 2026**. You may mail it, email it, or submit it online through the settlement website. Allow extra mailing time; USPS may not postmark on the date mailed.

Your request MUST include all the following:

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- **Statement:** The following statement: *"I wish to exclude myself from the Settlement Class in the 22nd Judicial Circuit Court, City of St. Louis, Missouri"*.
- **Personal Info:** Your printed name, address, telephone number, email address (if any), and date of birth.
- **ID:** A copy of your government-issued identification (e.g., driver's license) or other proof of identity.
- **Tolling:** A statement indicating, to the best of your knowledge, whether you have entered into an agreement to toll (pause) the statute of limitations for your claims.
- **Lawsuits:** A statement indicating, to the best of your knowledge, whether you have filed a lawsuit against Monsanto.
- **Attorney:** The attorney's name and law firm representing you (if any).
- **Exposure Declaration:** A statement signed by you that you were exposed to Roundup Products. If you have been diagnosed with NHL, you must also state your diagnosis and the date of diagnosis; and
- **Signature:** Your Personal Signature with an actual, wet-ink signature and the date.

Important: You must sign the request yourself. Your attorney cannot sign for you, and an unsigned request is not valid.

How to Submit: Your exclusion request must be postmarked or electronically submitted no later than **Month XX, 2026:**

- **Online:** Upload a scan or photo of your signed request at www.WeedKillerClass.com.
- **Email:** Email a scan or photo of your signed request to info@WeedKillerClass.com.
- **Mail:** Mail your request to:

Roundup Settlement
P.O. Box XXXX
City, ST XXXXX-XXXX

30. Does the total amount Monsanto pays change if people opt out or reject their awards?

Potentially. While the settlement is designed to pay up to \$7.25 billion, Monsanto may reduce its yearly payments (receive payment credits) if a significant number of people exclude themselves from the settlement or reject their awards to pursue lawsuits.

Reductions for Opt Outs: If there are more than 650 qualifying Opt Outs, Monsanto receives a credit for every Opt Out who files a lawsuit.

- **Base Credit:** For each qualifying Opt Out lawsuit filed, the compensation fund is reduced by the average award amount for that person's tier in the Claims Program (see Question 19).
- **Litigation Multipliers:** If a qualifying Opt Out lawsuit progresses to active discovery, the payment credit increases by an additional two times the base credit. If it progresses to within 90 days of trial, the payment credit increases by an additional six times.
- **The Cap:** The *additional* credits granted for litigation multipliers (i.e., lawsuits that reach active discovery or near trial) are capped at \$400 million in total.

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Reductions for Award Rejections: If more than 500 Subclass 2 Claimants reject their awards (see Question 28), Monsanto receives credits if those individuals file lawsuits.

- **Amount:** The credit is 1.25 times the rejected award amount.
- **Trial Multiplier:** If the lawsuit progresses to within 90 days of trial, the credit increases to 3.75 times the rejected award amount.

31. If I do not exclude myself, can I sue Monsanto for the same thing later?

If you stay in the Settlement Class, you give up your right to sue Monsanto for any claims related to Roundup Products and NHL. This includes claims for compensatory and punitive damages, as well as medical monitoring.

However, you may be able to sue in two specific situations:

- **If you become an Exiting Class Member:** You may receive \$500 and get back the right to sue for your injuries and losses, but you still cannot sue for punitive damages. You can only exit the settlement if you meet one of the following:
 - You submit a valid claim but do not receive an Award Payment within five years of your Claim Eligibility Date, and you request to exit.
 - You are a Residential Claimant or were over age 78 at the time of your diagnosis, and you received a Claim Eligibility Date, but you have not received a payment before the funds run out.
 - You are an Occupational Claimant who has not received a payment before the funds run out.
 - You are a Subclass 2 Claimant who rejects your award after following the required procedures.
- **If you are never diagnosed with NHL during the settlement:** If you are not diagnosed with NHL by the end of the settlement, you get back your full legal rights to sue for all damages.

32. If I exclude myself, can I still get benefits?

No. If you exclude yourself, you will not get any benefits from the settlement.

33. How do I cancel my exclusion request?

If you exclude yourself from the Settlement Class, you may ask to cancel (revoke) your exclusion request before the Court grants final approval. To do so, submit a written request online at www.WeedKillerClass.com, email it to info@WeedKillerClass.com, or mail it to:

Roundup Settlement
P.O. Box XXXX
City, ST XXXXX-XXXX

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Your written request must include:

- The following statement: “I wish to revoke my request to be excluded from the Settlement Class in the 22nd Judicial Circuit Court, City of St. Louis, Missouri”.
- Your printed name, address, telephone number, and date of birth; and
- Your Personal Signature.

Important: Your request to cancel your exclusion will be effective only if Monsanto provides written consent (which it may grant or deny) or if the Court orders it.

WHAT CLASS MEMBERS GIVE UP

34. What claims do I give up in the settlement?

If the Court approves this settlement and you do not opt out, you will give up important legal rights to sue Monsanto Parties and Related Parties.

WHO ARE THE MONSANTO PARTIES?

This includes Monsanto and Bayer AG, along with:

- **All related companies:** parent companies, subsidiaries, affiliates, and divisions—past, present, or future.
- **All people who work for or represent these companies:** such as officers, directors, employees, attorneys, and agents, but only when acting in their role for the company.

WHO ARE THE RELATED PARTIES?

This includes any company or person involved in manufacturing, distributing, selling, or marketing Roundup Products, as well as their suppliers, contractors, consultants, and business partners. You can still sue a manufacturer of Roundup Products if: (a) The manufacturer is independently responsible for your harm, AND (b) Monsanto has not agreed to cover that manufacturer's legal liability.

If you do not opt out: You permanently give up the right to sue Monsanto or any Related Parties for anything connected to Roundup Products and your NHL. This includes:

- Compensatory damages (money for your injuries, medical bills, lost wages, pain and suffering)
- Punitive damages (money to punish Monsanto)
- Medical monitoring claims (medical screenings)

If you do nothing: If you are diagnosed with NHL but never submit a claim (or your claim is denied, and you don't qualify as an Exiting Class Member), you give up all your rights. You will receive no payment.

If you were diagnosed with NHL before 2020 but did NOT file a lawsuit or sign a tolling agreement before February 13, 2026: You are part of the settlement and give up all rights to sue Monsanto or any related party for anything connected to Roundup Products and your NHL. You are not eligible for a

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settlement payment unless you can prove that, under the applicable state's laws, you still have time to file a lawsuit (see Question 17).

If you exit the program: In some situations, you may participate in the Claims Program but later exit (see Question 31). If you exit:

- You keep the right to sue for compensatory damages, but
- You permanently give up the right to sue for punitive damages.

If you are never diagnosed with NHL: If you are not diagnosed with NHL by the 16th Annual Payment Date, you are automatically released from the settlement. You keep all your rights, including the right to sue for both compensatory and punitive damages if you are diagnosed in the future.

To learn more specific details about this Settlement and the claims you will release, please read the Settlement Agreement, available at www.WeedKillerClass.com.

35. What if I have a pending lawsuit against Monsanto?

You must pause your lawsuit within 30 days of the settlement becoming final. Before you can receive any payment, you must permanently drop your lawsuit. You cannot file any new lawsuits after the settlement becomes final.

THE LAWYERS REPRESENTING YOU

36. Do I have a lawyer in this case?

Yes. The Court has appointed lawyers to represent the Settlement Class and Subclasses as Class Counsel and Subclass Counsel. You do not have to pay these attorneys.

SUBCLASS 1	
Christopher A. Seeger Seeger Weiss LLP 55 Challenger Road, 6th Floor Ridgefield Park, NJ 07660	Joseph F. Rice Motley Rice LLC 28 Bridgeside Boulevard Mount Pleasant, SC 29465
Peter A. Kraus Waters Kraus Paul & Siegel 3141 Hood Street, Suite 700 Dallas, TX 75219	John Eddie Williams Jr. Williams Hart & Boundas LLP 8441 Gulf Freeway, Suite 600 Houston, TX 77017

SUBCLASS 2	
Eric D. Holland Holland Law Firm 211 North Broadway, Suite 2625 St. Louis, MO 63102	Michael S. Ketchmark Ketchmark & McCreight P.C. 11161 Overbrook Road, Suite 210 Leawood, KS 66211

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37. What if I have already hired an attorney or filed a lawsuit against Monsanto about exposure to Roundup Products?

If you filed a lawsuit or entered into a tolling agreement regarding Roundup Products and NHL before February 13, 2026, you are an Initial Claimant.

What this means for you:

- **You are Included:** Specifically, as a Subclass 1 Claimant.
- **You Must Act:** To receive money, you must:
 - Register within 180 days of when the Court grants final approval of the settlement. You can sign up at www.WeedKillerClass.com or by calling 1-800-000-0000 to receive additional notice about registration when it becomes available.
 - Apply for a Program Award, or if you are in tiers 5–9 (you are a Residential Claimant or were 78 years or older when diagnosed) (see Question 19), you may apply for a Quick-Pay Award instead. You must apply for a Program Award or Quick-Pay Award within 180 days of the date the settlement becomes final, and
 - If you filed a lawsuit, you must agree to stay (pause) your lawsuit and eventually dismiss it.
- **If You Want to Keep Suing:** If you want to continue your individual lawsuit and *not* participate in the settlement, you **must** exclude yourself (Opt Out) by Month XX, 2026 (see Question 29). If you do not Opt Out, you will be bound by the settlement.

Exception for MDL Plaintiffs: If your pending claim is part of the federal Multi-District Litigation (*In re Roundup Products Liability Litigation*, MDL No. 2741) as of February 17, 2026, you are excluded from the class unless you request to be included and dismiss your pending claim.

38. How will the lawyers be paid?

You do not need to pay Class Counsel directly. However, Class Counsel will be paid out of the settlement fund.

- **Source of Payment:** Class Counsel may apply to the Court for an award of attorneys' fees and costs and for service awards to the Class Representatives. These amounts will be paid from the settlement fund. Class members can object to the request for attorneys' fees and service awards (see Question 39).
- **Approval Process:** The Court will decide the amounts of fees, costs, and service awards. Class Counsel must file their application for fees by Month XX, 2026 [20 business days before objection deadline]. The motion for attorneys' fees will be posted at www.WeedKillerClass.com.

If you hire your own lawyer to represent you individually (outside of Class Counsel):

- **You Pay Them:** You are responsible for paying your own lawyer's fees.
- **Payment Method:** If you are represented by counsel, your Award Payment will be transferred electronically to your attorney's trust account.
- **Fee Cap:** If you are a "Later Claimant" (you are in Subclass 1 but you did not file a lawsuit or enter into a tolling agreement before February 13, 2026, or you are in Subclass 2), the Settlement

VISIT WWW.WEEDKILLERCLASS.COM
OR CALL TOLL-FREE, 1-8XX-XXX-XXXX FOR FREE HELP
PARA RECIBIR UNA NOTIFICACIÓN EN ESPAÑOL, LLAMA AL O VISITA NUESTRO SITIO WEB

Agreement specifies that any private counsel you hire may collect no more than 22% of your Award Payment in fees.

OBJECTING TO THE SETTLEMENT

39. How can I tell the Court if I do not like the settlement?

As a class member, you have a right to object to or comment on any part of the proposed settlement. The Court will consider your views when deciding to approve the settlement. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court does not approve the settlement, no settlement benefits will be paid, and the lawsuits may continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. To object, you must file your objection with the Court. To be valid, your objection must include:

- **Detailed Reasons:** A detailed statement of your objections and the specific reasons for them, including any evidence or legal authority you want the Court to consider.
- **Personal Information:** Your printed name, address, and telephone number.
- **Proof of Class Membership:** Written evidence that you are a class member. This must include:
 - Proof of your exposure to Roundup Products (specifying if it was occupational or residential); and
 - If you are in Subclass 1, proof of your qualifying diagnosis and the date it was made.
- **Certification:** A statement certifying that you have read the objection and agree with it.
- **History of Objections:** A list of all prior class action objections you (or your lawyer) have made in any court. You must include the case name, case number, court, and date for each prior objection.
- **Supporting Documents:** Any other papers or briefs you want the Court to read.
- **Your Personal Signature:** The objection must contain your dated Personal Signature.

Warning Regarding Signatures: Your attorney cannot sign the objection on your behalf. Even if you have hired a lawyer to help you, the Settlement Agreement explicitly states that counsel "may not sign on behalf of that class member." It must be your own "wet ink" (not electronic) signature.

You must file your objection to the Court at the address below:

COURT
[ADDRESS]

Objections must be filed or postmarked on or before **Month XX, 2026**.

If you hired a lawyer to represent you and file your objection, your attorney must:

- Follow the steps to object to the settlement as listed above.
- File a notice of appearance with the Court by **Month XX, 2026**; and
- File a declaration stating every class member whom he/she is representing and filing an objection for or provide a copy of the contract between the attorney and each class member.

VISIT WWW.WEEDKILLERCLASS.COM
OR CALL TOLL-FREE, 1-8XX-XXX-XXXX FOR FREE HELP
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40. Can I both object to and exclude myself from the settlement?

No. If you exclude yourself, you will no longer be part of the settlement. In order to object to the settlement, you must be a member of the Settlement Class.

THE FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at **X x.m.** on **Month XX, 2026**, at the [ADDRESS OF COURT].

The hearing may be moved to a different date or time without additional notice, so check www.WeedKillerClass.com for updates. At the Fairness Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider the request for attorneys' fees and reasonable costs by Class Counsel (see Question 38), either at this hearing or at a separate time. If there are objections or comments, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

42. Do I have to attend the hearing?

No. Class Counsel and Subclass Counsel will attend the hearing and answer the Court's questions. If you sent or filed a timely objection, the Court will consider it even if you do not attend. You may, however, attend the Fairness Hearing at your own expense or pay your own lawyer to attend.

43. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file a written notice of your intention to appear and mail it to the address listed in Question 39. You cannot speak at the hearing if you exclude yourself from the class.

GETTING MORE INFORMATION

44. Where can I get more information?

This notice summarizes the proposed settlement. More details are available in the Settlement Agreement on the website or by calling 1-8XX-XXX-XXXX.

You can get more information, including answers to questions about the settlement and important documents about the case, including a full copy of the Settlement Agreement, any motions for approval and attorneys' fees, and the Court's order approving the settlement, by visiting www.WeedKillerClass.com, emailing info@WeedKillerClass.com, calling 1-8XX-XXX-XXXX, or writing to Roundup Settlement, P.O. Box 0000, City, ST 00000-0000.

VISIT WWW.WEEDKILLERCLASS.COM
OR CALL TOLL-FREE, 1-8XX-XXX-XXXX FOR FREE HELP
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EXHIBIT 11

SUPREME COURT OF THE UNITED STATES

IN THE SUPREME COURT OF THE UNITED STATES

MONSANTO COMPANY,)	
)	
Petitioner,)	
)	
v.)	No. 24-1068
)	
JOHN L. DURNELL,)	
)	
Respondent.)	

Pages: 1 through 84
Place: Washington, D.C.
Date: April 27, 2026

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1 at its command, including peer-reviewed panels,
2 cancer review, and -- and the like.

3 And that -- this case provides a
4 perfect example of that. It's not like when
5 this IARC study came out and said that, you
6 know, glyphosate, like hot beverages, is a --
7 is a cancer risk. It's not like the agency
8 said we don't want to hear about it. They
9 exhaustively studied it and they actually did
10 peer review that IARC doesn't do. They looked
11 at more sources than IARC did. And then they
12 came to a conclusion that's shared by
13 regulators around the globe that glyphosate
14 doesn't have a cancer risk, it's not -- not
15 carcinogenic.

16 JUSTICE KAVANAUGH: Thank you.

17 CHIEF JUSTICE ROBERTS: Justice
18 Barrett?

19 JUSTICE BARRETT: Are design defect
20 claims preempted?

21 MR. CLEMENT: They're only preempted
22 if they are disguised failure to warn claims.
23 But the -- that's -- that is an important
24 difference from this context and the medical
25 device amendments context, which is although

1 they're worded similarly, the preemption clause
2 in the medical device amendments sweeps in
3 design defect claims. And here it's really
4 just on the labeling.

5 But, you know, the only reason I do
6 hesitate is because it's obviously tempting in
7 a world where you can bring design defect
8 claims but not failure to warn claims, that you
9 try to make a design defect. Well, the design
10 problem here is the way you designed your label
11 or that you failed to warn. So with that
12 caveat, design defect claims are not preempted.

13 JUSTICE BARRETT: Okay. And then, you
14 know, you put most of your weight on express
15 preemption but obviously you make the
16 impossibility argument as well.

17 How do you think about implied
18 preemption when there is an express preemption
19 clause present? It seems odd to move on to
20 implied preemption. Wouldn't it all be
21 governed just by the express preemption clause?

22 MR. CLEMENT: Well, this Court has
23 been very clear, and this is critical, that you
24 don't sort of say well there's an express
25 preemption clause, and so that's the only

1 JUSTICE GORSUCH: So those would be
2 fine.

3 MS. HARRIS: A design defect claim
4 that is not masquerading as a failure-to-warn
5 claim is permissible under Bates for the
6 reasons Mr. Clement said and the reasons that
7 Bates itself recognizes.

8 JUSTICE KAVANAUGH: How -- how does
9 that petition for cancellation process work
10 that you described to the Chief Justice? Can
11 you lay that out?

12 MS. HARRIS: Sure. People can bring
13 petitions --

14 JUSTICE KAVANAUGH: People including
15 states?

16 MS. HARRIS: Sorry. People I believe
17 including states. There have been many brought
18 by environmental groups --

19 JUSTICE KAVANAUGH: Mm-hmm.

20 MS. HARRIS: -- any other interested
21 group. You petition to EPA to cancel. It's a
22 way to test, you know, is EPA --

23 JUSTICE KAVANAUGH: Cancel the
24 registration?

25 MS. HARRIS: Cancel the registration.

EXHIBIT 12

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

RANDALL KING, SCOTT BUTTERFIELD,
ROBERT KOEHLER, MICHAEL MERX,
and BRUCE WALDMAN,

Plaintiffs,

v.

MONSANTO COMPANY,

Defendant

Case No. 4:26-cv-813-HEA

**DECLARATION OF CHANTAL LEVY IN SUPPORT OF
OBJECTIONS TO PROPOSED CLASS ACTION SETTLEMENT**

I, Chantal Levy, declare under penalty of perjury, as follows:

1. I am an attorney at Weitz & Luxenberg, P.C. (“WL”). WL filed the first Roundup lawsuit relating to non-Hodgkin’s lymphoma in the United States. I serve as co-lead counsel in the Roundup multi-country litigation in New Jersey. WL currently represents approximately 1,900 individuals who have Roundup claims against Monsanto and has represented many more thousands of plaintiffs in Roundup cases that have settled.

2. I submit this declaration in support of Objections to the Proposed Class Action Settlement, filed on behalf of WL clients identified in the objections. I submit this declaration based on my personal knowledge of the facts stated in this declaration, and if called to testify, I could and would competently testify to the matters stated herein.

3. Throughout the preliminary approval period, WL filed numerous submissions with the *King v. Monsanto Co.* court, which we styled as notices because counsel was not permitted to intervene. The notices were designed to inform Judge Boyer and the Settlement Proponents of the settlement’s many flaws, such as, *inter alia*, the settlement’s website’s lack of accessibility, due process violations, the lack of information regarding medical lien resolution, the lack of

information regarding Monsanto's bankruptcy risk, new opt out requirements imposed without notice while the opt out period was well underway, and ambiguous terms in the settlement and class notice. Only one sub-part of the litany of deficiencies we raised was addressed by Judge Boyer and the Settlement Proponents. The remaining deficiencies were ignored and remain so through the present. Attached as **Exhibit 1** hereto is a compilation of true and correct copies of the notices we submitted to the *King* court.

4. On March 16, 2026, I wrote to Class Counsel to request the financial materials and analyses referenced in their settlement papers and public comments regarding the potential for Monsanto to declare bankruptcy. In my email, I stressed the urgency of my request, particularly since Class Counsel emphasized bankruptcy risk as a basis for the class action settlement. I further noted that we had received inquiries from our clients about Monsanto's bankruptcy risk. I further stated that we were willing to subject any such financial materials to Monsanto's standard confidentiality order in the Roundup litigation. Later that day, Class Counsel responded saying, "I'm going to look into your request and get back to you." Class Counsel has not provided any such evidence to date. A true and correct copy of the email chain is attached hereto as **Exhibit 2**.

5. The Settlement Administrator has refused to confirm the validity of opt-outs submitted *months ago*, making it impossible for counsel to confirm that their clients' opt-out requests will be accepted. A true and correct copy of an email chain between me and the Settlement Administrator – in which the Settlement Administrator refused my request for confirmation that opt out requests for our clients submitted weeks earlier were valid – is attached hereto as **Exhibit 3**.

6. By contrast, in the handful of instances when undersigned counsel asked to withdraw an opt-out request previously made by a client, the Settlement Administrator promptly confirmed the client's participation in the settlement. Attached as **Exhibit 4** is a true and correct copy of an email chain from the Settlement Administrator confirming the validity of two of our clients' opt out revocation requests. This confirmation was provided within ten days after WL submitted the revocation requests on behalf of our clients.

7. On April 24, 2026, I emailed the Settlement Administrator on behalf of several clients considering whether to participate in the settlement. I asked the Settlement Administrator whether a sworn declaration would be sufficient to prove occupational exposure where no other documentation is available, and cited to the settlement’s ambiguous language about potential proof of occupational exposure for occupational users whose occupational exposure ended over ten years ago and for which there are no employment or tax records available. The Settlement Administrator responded on April 29, 2026, saying that “formal guidance on the [Occupational User] documentation requirements” will not be available until after the court grants final approval, which is necessarily well after class members’ June 4 deadline to decide whether to participate. A true and correct copy of this email chain is attached hereto as **Exhibit 5**.

Dated: June 4, 2026

Respectfully Submitted,

/s/ Chantal Levy

Chantal Levy

CERTIFICATE OF SERVICE

I hereby certify that on June 4, 2026, I caused a true and complete copy of the foregoing to be electronically filed via the Court's ECF system, which will cause a copy to be served upon all counsel of record.

June 4, 2026

By: /s/ Robin Greenwald
Robin Greenwald

EXHIBIT 1

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI**

RANDALL KING, SCOTT BUTTERFIELD,
ROBERT KOEHLER, MICHAEL MERX,
and BRUCE WALDMAN,

Plaintiffs,

v.

MONSANTO COMPANY,

Defendant.

Case No. 2622-CC00325

Division: 8

**NOTICE REGARDING DEFICIENCIES IN
CLASS ACTION SETTLEMENT WEBSITE AND DUE PROCESS CONCERNS**

We write on behalf of thousands of putative class members represented by the undersigned firms in the above-referenced matter. This Court granted preliminary approval of the *King v. Monsanto Co.* proposed class action settlement on March 4, 2026, and the settlement website (weedkillerclass.com) went live the following day in accordance with the Court’s Order. We respectfully bring to the Court’s urgent attention serious deficiencies in the settlement website that materially impair the ability of our clients – and the class at large – to exercise their constitutional and procedural rights, including the fundamental right to opt out of the settlement.

Since the website’s launch, putative class members represented by our firms have identified the following deficiencies, among others. These deficiencies are not technical in nature – they directly bear on class members’ ability to make informed decisions about their rights:

- **“View Instructions” Link Blocked on Settlement Website.** The “View Instructions” link on the settlement website’s opt out page requires disabling your pop-up blocker on your browser. Our clients have expressed difficulty disabling the blocker, and many have been unable to do so. On the mobile version of the website, the “View Instructions” link on the opt out page is blocked and seemingly cannot be unblocked. *See* Attachment A. As a result, putative class members attempting to exercise their opt-out rights – and

particularly mobile users, who likely constitute a substantial portion of the website's visitors – are unable to learn that their opt-out submissions must include a declaration containing specific facts and statements. As a consequence, many of our clients are likely to submit opt-outs without this required information, potentially rendering their opt-outs defective through no fault of their own.

- **No Guidance on Whether Declarations Must Be Sworn.** The website provides no information as to whether the required opt-out declarations must be sworn or submitted under penalty of perjury. This ambiguity leaves class members unable to determine whether their submissions are procedurally adequate, creating the very real risk of mass defective opt-outs. Moreover, prior to submitting an opt out request on the settlement website, a user must check a box stating, “I confirm that my submission is true and correct.” However, it is unclear whether checking this box satisfies a sworn statement as contemplated under the settlement agreement. Moreover, there is no notice to putative class members that they must include such a statement in either written or emailed opt out requests.
- **No Disclosure of Challenge Rights.** The website does not inform class members that class counsel and/or Monsanto may challenge any opt-out submission. Class members have a due process right to know that their opt-out may be contested and by whom before deciding whether and how to exercise that right.
- **No Notice of Challenge Outcome.** The website does not explain whether class members will be notified if their opt-out is challenged or successfully invalidated. A class member whose opt-out is secretly challenged and rejected – without any notice or opportunity to respond – would unknowingly remain bound by a settlement they sought to exit.
- **No Cure Procedure for Defective Opt-Outs.** The website does not describe whether class members will be afforded any opportunity to cure a defective or successfully-challenged opt-out. Without a meaningful cure mechanism – and without even notice that one may or may not exist – class members who wish to opt out are deprived of a fair opportunity to protect their rights.

- **Key Settlement Documents Links Blocked.** The links to view key settlement documents, such as the settlement agreement, long form notice, and class action complaint, are likewise blocked. Although a tech-savvy user may be able to disable a pop-up blocker on the desktop website, it appears that there is no such option when visiting the mobile website. Class members are entitled to review the full terms of any settlement before deciding whether to remain in the class, object, or opt out. The omission of this foundational document renders the notice process constitutionally deficient. Likewise, access to the long form notice is required to provide class members with the detailed information necessary to understand the scope of the settlement, the claims being released, and the procedures for opting out or objecting. Access to the class action complaint is necessary to provide class members with information about the lawsuit generally, including the facts underpinning the claims against Monsanto and causes of action involved.

Taken together, these deficiencies raise grave due process concerns and are contrary to the principles and requirements of Missouri Supreme Court Rule 58.02. The U.S. Supreme Court has long recognized that class members must receive notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. Class members also have procedural and constitutional due process rights to opt out of class action settlements in which they do not wish to participate, freely and without obstruction. A settlement website that prevents users from accessing opt-out instructions and key documents, and that leaves class members in the dark about the challenge process, falls far short of this constitutional requirement. The notice program as currently implemented does not satisfy Rule 23(e)(1)'s requirement that class members be given "the best notice that is practicable under the circumstances."

These are not hypothetical concerns. Our firms represent thousands of clients who have and will visit weedkillerclass.com and, in many cases, attempt to submit opt-outs – potentially without the required declaration, without knowing their submissions may be challenged, and

without any understanding of their rights if challenges are brought. The harm is ongoing, as class members continue to access a deficient website every day, as the current June 6, 2026 deadline to opt out rapidly approaches.

We respectfully request that the Court take immediate action to remedy these deficiencies, including but not limited to:

- Extending the opt-out and objection deadlines to allow an adequate notice period to run from the date a corrected, compliant website is relaunched;
- Ordering that opt out declarations submitted without a sworn statement may not be invalidated due to the lack of a sworn statement;
- Providing a curative notice and a full opportunity to re-submit opt-outs for all putative class members who visited the website or submitted opt-outs prior to the corrections being implemented;
- Ordering that class members and their counsel (if represented) have a right to be informed, prior to close of the opt-out period, (1) that their opt-out has been challenged, (2) the result of that challenge, and, if challenged successfully (3) an opportunity to cure; and
- Ordering that the settlement website be promptly corrected to include the full settlement agreement, long form notice, complete opt-out instructions accessible on all devices, and clear disclosures regarding the challenge process, notification procedures, and cure opportunities.

We bring these matters to the Court's attention only because of their urgency and the irreparable harm that will result if class members continue to rely on a materially deficient website. We are available at the Court's convenience for a conference or to provide any further information the Court may require.

Respectfully submitted,

NIEMEYER, GREBEL & KRUSE, LLC

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ckhalil@weitzlux.com

Attorneys for Putative Class Members

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was filed and served upon all counsel of record this 10th day of March 2026, by way of the Missouri ECF system.

/s/Mark R. Niemeyer

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI**

RANDALL KING, SCOTT BUTTERFIELD,
ROBERT KOEHLER, MICHAEL MERX,
and BRUCE WALDMAN,

Plaintiffs,

v.

MONSANTO COMPANY,

Defendant

Case No. 2622-CC00325

Division: 8

**NOTICE SEEKING INFORMATION REGARDING
BANKRUPTCY RISK REPRESENTATIONS AND MEDICAL LIEN PROTECTIONS**

We write on behalf of thousands of putative class members represented by the undersigned firms in the above-captioned matter. We write to seek clarification regarding two significant concerns with the proposed class action settlement that, absent resolution, will prevent us from advising our clients in good conscience whether to participate in the class settlement. These concerns pertain to: (1) unsubstantiated representations of Monsanto's bankruptcy risk, which have been used to justify dramatically reduced settlement awards without disclosure of any supporting financial evidence; and (2) the settlement's absence of caps or protections on medical liens, which could, as a practical matter, leave the overwhelming majority of our clients with no net recovery whatsoever.

Unsubstantiated Representations of Bankruptcy Risk:

Throughout the settlement papers, Monsanto and Class Counsel prominently invoke the specter of Monsanto's potential bankruptcy as both a justification for the settlement's necessity and an explanation for the settlement's markedly low compensation to class members. Two examples are illustrative, though not exhaustive, of the representations in the settlement materials

and Class Counsel's recent statements to the media touting this settlement.

First, on page 6 of the Long Form Notice to be distributed to Class Members, the settlement proponents identify "Bankruptcy Risk" as a "major" and "significant risk" to continued litigation "that could result in you getting zero money if the lawsuits continue," and further elaborates:

The Bankruptcy Risk: Monsanto faces financial difficulties that could lead to bankruptcy. If the company goes bankrupt, you could face years of delays and receive little or no money.

Second, in paragraph 15 of his Declaration in support of Preliminary Approval of the Class Action Settlement, Class Counsel Christopher Seeger represents:

Understanding that the scope of Roundup liability presented risks to Defendant's ability to sustain ongoing operations, proposed Class Counsel engaged financial experts early in the process to analyze Defendant's financial condition and ability to fund a settlement. This analysis was critical to structuring a settlement that would maximize recovery for Settlement Class Members while preserving Defendant's viability as an ongoing concern.

These representations are being made directly to tens of thousands of cancer victims as a material basis for accepting discounted compensation. And yet, despite requests, neither Monsanto nor Class Counsel has furnished any financial records, expert analyses, or other evidence substantiating the claimed risk of bankruptcy.

This is not a new or unfamiliar tactic from Monsanto. Monsanto has threatened the prospect of bankruptcy in connection with Roundup litigation for many years. Without access to the underlying financial analyses that Class Counsel represents were commissioned and relied upon in structuring this settlement, those representations remain unsubstantiated assertions. These assertions, if inaccurate or overstated, would fundamentally undermine a core rationale for the settlement's reduced compensation structure. And when clients ask the undersigned counsel for our opinions regarding the likelihood of bankruptcy, we are left to explain that we have not been provided with the information that Class Counsel alleges it reviewed.

We therefore respectfully request that the Court order Monsanto and Class Counsel to produce to Plaintiffs' counsel all financial records, expert reports, analyses, and other materials underlying the bankruptcy risk representations made in the settlement papers and publicly, including in the Long Form Notice and the Seeger Declaration. Without the ability to independently evaluate the claimed financial condition of Monsanto, we cannot in good conscience advise our clients that the reduced settlement amounts are justified by a genuine risk of bankruptcy, as opposed to a litigation tactic designed to suppress the value of claims.

Absence of Medical Lien Protections Will Leave Class Members with No Net Recovery:

The second issue is perhaps even more urgent as, from a practical standpoint, it may render the settlement illusory for the vast majority of our clients. The proposed settlement contains no guaranteed caps on medical liens that public and private insurers may recover from class members' settlement awards.

Our clients are not people who suffered minor injuries. They are cancer patients diagnosed with NHL and, in many cases, secondary cancers, who have endured aggressive and costly medical treatments, including chemotherapy, radiation therapy, and stem cell transplants. The cost of such treatment routinely runs into the hundreds of thousands (and sometime millions) of dollars. Public insurers such as Medicare and Medicaid, as well as private health insurers, hold statutory or contractual lien rights against any personal injury recovery and are entitled to recover treatment costs from any settlement proceeds.

Simple mathematics readily demonstrate counsel's concerns regarding a lack of pre-negotiated medical lien caps. The vast majority of Class Members in this settlement are residential Roundup users. The proposed settlement caps residential user compensation at approximately \$40,000. Attorneys' fees under standard contingency fee retainer agreements range from 33% to

40% of any recovery, and litigation costs further reduce net proceeds. Even if Plaintiffs' counsel were to waive their fees and costs in full, without a negotiated cap, a \$40,000 gross settlement award will, in most cases, be entirely consumed by medical liens. As a result, for clients whose treatment costs far exceed \$40,000 – which is the overwhelming majority – the settlement as structured would result in zero net compensation to cancer victims absent a cap placed on liens.

Lien caps and lien resolution programs are not unusual in mass tort settlements of this magnitude and complexity. Rather, they are standard practice, precisely because settlement proponents know that without them, the settlement provides no meaningful relief to injured class members. The absence of any such protections here is a critical omission that must be addressed before this settlement can be presented to our clients as a fair, reasonable, and adequate resolution of their claims.

We respectfully request that the Court inquire of Class Counsel and Monsanto whether any discussions have taken place with Medicare, Medicaid, or private insurers regarding lien caps or a lien resolution program. If no such discussions have occurred, we ask that the Court direct the parties to undertake those negotiations and obtain guarantees as a condition of any further progress toward the opt out deadline and final approval. Without a guaranteed and enforceable cap on medical lien recovery, this settlement fails to provide the meaningful compensation to class members that Rule 23(e) requires. In fact, it could result in our clients receiving zero recovery while waiving their rights to future litigation.

Requested Relief:

For the foregoing reasons, we respectfully request that the Court:

1. Order Monsanto and Class Counsel to produce all financial records, expert analyses, and supporting materials underlying any representations of Monsanto's

bankruptcy risk made in the settlement papers, so that Plaintiffs' counsel may independently evaluate and properly advise their clients regarding the claimed financial risks of continued litigation; and

2. Direct Class Counsel and Monsanto to disclose whether any discussions or negotiations regarding medical lien caps or a lien resolution program have occurred with Medicare, Medicaid, or private insurers, and to provide a complete accounting of the current state of any such discussions as a prerequisite to any motion for final approval of the settlement.

We do not bring these concerns lightly. As counsel, we have fiduciary obligations to our clients – people who are living with cancer, who have endured years of grueling treatment, and who are looking to this proceeding for meaningful relief. We cannot fulfill our ethical obligations without the financial disclosures necessary to evaluate the bankruptcy risk representations, and without a settlement structure that ensures our clients will actually receive compensation after their medical liens are satisfied. We remain available to address these matters at a conference or in any other manner the Court finds appropriate.

Respectfully submitted,

NIEMEYER, GREBEL & KRUSE, LLC

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christopher.ayers@sbautilaw.com

Attorneys for Putative Class Members

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was filed and served upon all counsel of record this 18th day of March 2026, by way of the Missouri ECF system.

/s/Mark R. Niemeyer

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

RANDALL KING, SCOTT BUTTERFIELD,
ROBERT KOEHLER, MICHAEL MERX,
and BRUCE WALDMAN,

Plaintiffs,

v.

MONSANTO COMPANY,

Defendant.

Case No. 2622-CC00325

Division 8

**NOTICE REGARDING NEWLY ESTABLISHED
OPT OUT REQUIREMENTS FOR REPRESENTATIVE CLAIMANTS**

Putative class members represented by the undersigned firms respectfully submit this Notice to bring to the Court's urgent attention a new, concerning problem with the opt out process.

Plaintiffs' counsel recently learned, by sheer happenstance, that the Settlement Administrator secretly created new requirements for Representative Claimants (*i.e.*, individuals seeking to opt out on behalf of deceased, minor, or legally incapacitated class members) to opt out. These requirements are not in the settlement agreement's text and were not in previous instructions.

Several of our clients submitted their opt outs before these additional requirements were implemented. The new requirements are not only procedurally deficient, as they added while the opt out period was well underway, but they are also practically impossible to satisfy. As such, the Court must order that no opt out be invalidated for failure to comply with these new requirements.

The original opt out instructions posted on the settlement website on or about March 9, 2026¹ ("March 9 Instructions") (attached as **Exhibit A**) identified Representative Claimants in

¹ The opt out period began on March 5, 2025, but the earliest copy of the instructions the undersigned counsel has saved is from March 9, 2026. We do not know whether and how the instructions were altered beforehand.

only the most cursory fashion. The March 9 Instructions acknowledged that “an authorized Representative Claimant who is acting on behalf of a deceased, minor, or legally incapacitated Class Member” may submit an opt out on that class member’s behalf – and nothing more. No specific documentation requirements were disclosed. No unique steps were identified. No distinction was drawn between what a class member submits for themselves versus what a Representative Claimant must provide for another person.

Critically, the Long Form Notice and the Settlement Agreement itself (which counsel consulted) are no more illuminating on this point. Accordingly, many of our clients who are Representative Claimants – surviving spouses, adult children, and estate representatives of Roundup victims who died from non-Hodgkin’s lymphoma – have already submitted opt out requests based on the instructions available to them at the time. They followed those ambiguous and deficient instructions to the letter, as best they could. They could not have known that additional requirements would materialize weeks later.

On or around March 20, 2026, the opt out instructions on the settlement website were quietly replaced with a new version of opt out instructions (“March 20 Instructions”) (attached as **Exhibit B**), which for the first time contain new specific requirements for Representative Claimants throughout. These new requirements were not flagged, announced, or communicated to class members or their counsel; they simply appeared. Among the newly disclosed requirements are the following:

First, the new March 20 Instructions state that a Representative Claimant “must provide only a copy of that Settlement Class Member’s government-issued identification or other proof of identity.” March 20 Instructions § A(8). In other words, to opt out a deceased Roundup victim’s survivors, a surviving family member must produce the deceased person’s driver’s license, state

ID, passport, or military ID. The March 9 Instructions contained no such requirement (rather, they required “a copy of *your* government issued identification” (emphasis added)). The Settlement Agreement contains no such requirement.

This requirement is, to put it plainly, unworkable for a substantial portion of affected class members. People do not routinely retain their deceased loved ones’ government-issued identification after death; such IDs are typically discarded. A surviving spouse who lost their partner to Roundup-caused NHL five or ten years ago is extremely unlikely to have preserved that individual’s photo ID. The Court might reasonably wonder: what exactly are families supposed to produce? The identification card they discovered in a coat pocket from 2009? Must they contact the DMV to request records of a person who is no longer alive? The proponents of this settlement have provided no guidance.

Second, the March 20 Instructions now require a Representative Claimant to provide “the mailing address of the Settlement Class Member (or the last known mailing address if the Settlement Class Member is deceased).” March 20 Instructions § A(7)(b). But surviving family members may not possess that information, especially if they were not living together at the time or if their loved one passed away years ago, or if their loved one was receiving in-patient hospice care.

Again, none of this appeared in the March 9 Instructions, which required only the submitting individual’s information with no distinction drawn for Representative Claimants.

The practical consequence of these undisclosed requirements is that every Representative Claimant opt out submitted based on Monsanto, Class Counsel, and the Settlement Administrator’s original instructions was (or continues to be) submitted without the new requirements and had to guess what exactly was required to opt out. Those submissions were made in good faith, in full

compliance with the only instructions available. They may now be challenged and voided on the basis of requirements that did not exist when the submissions were made.

This is precisely the scenario that due process prohibits. As this Court is well aware, class members have a constitutional right to opt out of a settlement. A process that silently changes its already onerous and unprecedented requirements amid the opt out period, after submissions have already been made, without notice to class members or their counsel, with a fixed opt out deadline, and no unconditional Court-ordered right to cure is not a fair process. *It is a trap.*

We respectfully request that the Court enter an Order declaring that opt out requests submitted by Representative Claimants shall not be subject to invalidation for failure to comply with requirements first disclosed on March 20, 2026, regardless of when the opt out requests were or are submitted.

The families of Roundup victims who died from NHL did not ask to be placed in this position. They lost loved ones to cancer caused by Monsanto's lies and omissions regarding its widely-used herbicide, and they are now attempting to exercise a basic legal right on those loved ones' behalf. They deserve a process that is clear, fair, and disclosed in advance, not a moving target that shifts without notice after submissions have already been made.

Respectfully submitted,

NIEMEYER, GREBEL & KRUSE, LLC

By: /s/ Mark R. Niemeyer

Mark R. Niemeyer #42437

Michael S. Kruse #57818

211 North Broadway, Suite 2950

St. Louis, MO 63102

314-241-1919

niemeyer@ngklawfirm.com

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WEITZ & LUXENBERG, PC

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(P) 212-558-5800
rgreenwald@weitzlux.com
ckhalil@weitzlux.com

Attorneys for Putative Class Members

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was filed and served upon all counsel of record this 25th day of March 2026, by way of the Missouri ECF system.

/s/Mark R. Niemeyer

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was filed and served upon all counsel of record this 24th day of March 2026, by way of the Missouri ECF system.

/s/Mark R. Niemeyer

Not an Official Court Document

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI**

RANDALL KING, SCOTT BUTTERFIELD,
ROBERT KOEHLER, MICHAEL MERX,
and BRUCE WALDMAN,

Plaintiffs,

v.

MONSANTO COMPANY,

Defendant

Case No. 2622-CC00325

Division: 8

**NOTICE REGARDING DEFICIENCIES AND/OR AMBIGUITIES
IN CLASS ACTION SETTLEMENT DEFINITIONS, AND FURTHER
DUE PROCESS CONCERNS, AFFECTING FEDERAL ROUNDUP LAWSUITS**

We write on behalf of putative class members, some represented by the undersigned and some by other counsel representing Plaintiffs in the federal Roundup multidistrict litigation, *In re Roundup Products Liability Litigation*, MDL No. 2741 (N.D. Cal.) (the “Roundup MDL”), whose cases are pending in both in the MDL and federal courts around the country following remand from the MDL. We respectfully seek clarification as to whether certain categories of Plaintiffs with federal cases, as set forth below, are deemed class members in the proposed class action settlement agreement which this Court preliminarily approved on March 4, 2026.

Specifically, the question presented is when and how the proposed settlement classifies Plaintiffs currently in the MDL and/or whose cases are being transferred to the MDL on an ongoing basis, as well as cases previously in the MDL but since sent back to a different federal court for trial. Answers to these questions are urgently needed so that these federal Roundup plaintiffs and their attorneys can know their rights and obligations, and in particular whether they may be subject to the current opt-out deadline of June 4. The answers to these questions also bear on the obligations of the undersigned, who is co-lead counsel of the Roundup MDL, to inform the MDL

counsel representing these plaintiff groups and the MDL court to ensure that MDL plaintiffs who are class members are afforded due process.

The proposed settlement excludes from the very broad class definition “any Person who, as of the Settlement Date, has a claim pending in *In re Roundup Products Liability Litigation*, MDL No. 2741 (N.D. Cal.)” Preliminary Approval Order at 3–4. These people have a right to opt into the settlement if they wish. *Id.* This provision leaves MDL plaintiffs uncertain of their status. As an initial matter, the Preliminary Approval Order does not define the “Settlement Date,” though the long-form agreement between Monsanto and Class Counsel and the class notice refer to a date of February 17, 2026. It therefore appears that people who filed and continue to file cases after February 17 are intended to be class members, even if those cases are in federal court—an act which, by itself, would suggest that those people do not wish to participate in the settlement program, and have instead elected to pursue federal lawsuits. We seek confirmation that our interpretation is correct. If it is not, then the class definition must be amended to make that clear and unequivocal.

Assuming that the settlement intends to sweep any people with federal lawsuits into the class, it is unclear which people would be so included. The stated exclusion of people with claims “pending in [the MDL]” is ambiguous because of the mechanics of how a federal MDL works. In an MDL, cases are filed in federal district courts around the country (or, in some instances, removed from the courts of those states to their corresponding federal courts by the defendant). Then, those cases are transferred from those federal courts to the MDL by order of a panel of federal judges called the Judicial Panel on Multidistrict Litigation (JPML) “for coordinated or consolidated pretrial proceedings.” 28 U.S.C. § 1407(a); *see* R. Proc. J.P.M.L. 6.2, 7.1–7.2 (eff. Feb. 19, 2026), <https://www.jpml.uscourts.gov/rules-procedures>. After those coordinated MDL

proceedings are complete, the JPML then orders those same cases “remanded,” or sent back, to the federal district courts from which they were transferred, so that they can be set for trial. 28 U.S.C. § 1407(a); R. Proc. J.P.M.L. 10.1–10. 4. In the case of the Roundup MDL, this remand takes place only after extensive pretrial workup, in which the MDL court has already ruled on the admissibility and sufficiency of the plaintiffs’ evidence of specific causation.

Thus, we seek clarification regarding whether the exclusion from the class of people with claims “pending in [the MDL]” is intended to exclude: (i) people who filed lawsuits in a court before February 17, which have since been transferred to the MDL or will eventually be transferred there, and (ii) people who had cases pending in the MDL that were remanded to their transferor federal courts prior to February 17. In total, these categories likely encompass hundreds of people with potentially valuable litigation claims against Monsanto.

The undersigned submit that none of these categories of plaintiffs should be included as class members, nor should any plaintiff with a claim pending in federal court prior to final settlement approval. First, including them would be an unwarranted interference with ongoing federal proceedings. That is true both of cases currently centralized in the MDL, as well as cases on the way to the MDL and cases that have been sent back by the MDL to other federal courts for trial. Second, it would be particularly disruptive and unexpected to treat as class members people whose cases have already been remanded by the MDL, considering that most or all of them have already spent tens of thousands of dollars (more than their likely settlement offer) in proving specific causation in the MDL court pre-remand. Third, the class notice likely causes many of these people to believe that they are not class members and do not need to take action to opt out.

It states, “**You are NOT included in the settlement if** You have a claim pending in the federal MDL in California (*In re Roundup Products Liability Litigation*, MDL No. 2741) as of

February 17, 2026.” Class Notice, Ex. 1.E to Class Action Settlement, at 7 (emphasis in original). Roundup plaintiffs with cases remanded from the MDL, and people with cases pending in other courts before February 17 that subsequently arrived in the MDL, could reasonably interpret this language to mean that their cases are “NOT included in the settlement.” These plaintiffs would be greatly prejudiced if they were later treated as class members after justifiably relying on this notice language. This prejudice is only compounded by the difficult and deficient opt-out procedures referenced in our letter to the Court dated March 10, 2026, as well as the briefing submitted in this matter by the *Youngkrantz, et al.* proposed intervenors on February 24 and March 3.

Accordingly, the undersigned requests clarification on (i) whether anyone with a pending federal lawsuit as of the date of final settlement approval is deemed to be a class member, and if so; (ii) whether cases filed in the MDL court after February 17, 2026, and cases that had been filed in or removed to a federal court but not transferred to the MDL until after February 17, 2026 are deemed to be class members; and (iii) whether people who had claims pending in the MDL at one time that as of February 17, 2026 had been remanded by the MDL Court to a different federal transferor court are deemed to be class members.

Because the views of Monsanto and Class Counsel may bear on the construction of the settlement agreement by and between them, *see Cromeans v. Morgan, Keegan & Co.*, 859 F.3d 558, 566 (8th Cir. 2017) (applying Missouri law to construction of class action settlement agreement), the undersigned respectfully request that the Court seek their views on these issues by April 1, 2026.

We bring these matters to the Court’s attention because of the irreparable harm and due process violations that will result to plaintiffs who have filed their Roundup cases in federal court from an unconstitutionally vague class member definition.

Respectfully submitted,

NIEMEYER, GREBEL & KRUSE, LLC

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WEITZ & LUXENBERG, PC

By: /s/ Robin L. Greenwald
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(P) 212-558-5800
rgreenwald@weitzlux.com

Attorneys for Putative Class Members

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was filed and served upon all counsel of record this 26th day of March 2026, by way of the Missouri ECF system.

/s/Mark R. Niemeyer

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI**

RANDALL KING, SCOTT BUTTERFIELD,
ROBERT KOEHLER, MICHAEL MERX,
and BRUCE WALDMAN,

Plaintiffs,

v.

MONSANTO COMPANY,

Defendant

Case No. 2622-CC00325

Division: 8

**SECOND NOTICE SEEKING INFORMATION REGARDING
MEDICAL LIEN PROTECTIONS**

We write on behalf of thousands of putative class members represented by the undersigned firms in the above-captioned matter. On March 18, 2026 – three weeks ago – we asked the Court to direct Class Counsel to inform counsel who represent plaintiffs in Roundup litigation and putative class members about the status of medical lien negotiations and, specifically, whether there will be a negotiated cap on liens for individuals who participate in the class. Counsel has received no response to date.

This request is critically important for counsel who must advise their clients whether to opt out of the settlement, and for unrepresented putative class members who will be bound by this settlement if they do not opt out but also do not know whether medical insurance liens will take the entirety of their recovery if they qualify to receive payment. It is now one-third of the way through the opt out period – preliminary approval was more than a month ago and the opt out deadline is June 4th – yet this vitally important issue remains unaddressed. The undersigned counsel’s most commonly asked question from clients is whether their medical liens will result in the majority, or all, of their recovery going towards medical liens, especially given the minimal

settlement values. These clients, and putative class members, rightfully want to know whether their medical liens, which typically exceed the maximum gross class settlement award by a magnitude of ten times or more, will result in their medical insurers taking the entirety of their recovery if they choose to participate in the settlement. Counsel would like to know what Class Counsel informs their clients about medical lien deductions and, again, requests information about whether there have been successful negotiations regarding medical liens, and if so, the terms of those negotiations. With less than two months remaining to opt out of the settlement, answers to these questions cannot wait.

A copy of the prior Notice is attached.

Respectfully submitted,

NIEMEYER, GREBEL & KRUSE, LLC

By: /s/ Mark R. Niemeyer
Mark R. Niemeyer #42437
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211 North Broadway, Suite 2950
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WEITZ & LUXENBERG, PC

By: /s/ Robin L. Greenwald
Robin L. Greenwald
(Roundup MDL Co-Lead Counsel)
Chantal Khalil Levy
(NJ Roundup MCL Co-Lead Counsel)
700 Broadway, Fifth Floor
New York, NY 10003
(P) 212-558-5800
rgreenwald@weitzlux.com
ckhalil@weitzlux.com

Attorneys for Putative Class Members

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was filed and served upon all counsel of record this 7th day of April 2026, by way of the Missouri ECF system.

/s/Mark R. Niemeyer_____

EXHIBIT 2



Re: Request for Potential Monsanto Bankruptcy Materials

From Khalil Levy, Chantal <ckhalil@weitzlux.com>

Date Mon 3/16/2026 10:07 PM

To Chris Seeger <cseeger@seegerweiss.com>

Cc David Buchanan <DBuchanan@seegerweiss.com>; Steven Daroci <SDaroci@SeegerWeiss.com>; Joseph Rice <jrice@motleyrice.com>; fbaker@motleyrice.com <fbaker@motleyrice.com>; Fidelma Fitzpatrick <ffitzpatrick@motleyrice.com>; kraus@waterskraus.com <kraus@waterskraus.com>; siegel@waterskraus.com <siegel@waterskraus.com>; jwilliams@whlaw.com <jwilliams@whlaw.com>; jboundas@whlaw.com <jboundas@whlaw.com>; eholland@hollandtriallawyers.com <eholland@hollandtriallawyers.com>; pdowd@hollandtriallawyers.com <pdowd@hollandtriallawyers.com>; mike@ketchmclaw.com <mike@ketchmclaw.com>; Greenwald, Robin <RGreenwald@weitzlux.com>; Quigley, Robert <rquigley@weitzlux.com>; Asim Badaruzzaman <amb@sbaitilaw.com>; Christopher L. Ayers <Chris.Ayers@sbaitilaw.com>

Thanks for your response. Due to the complexities of the settlement and the fact that we are receiving client inquiries about it, we need this information immediately so we can assess it and advise our clients. Please respond by tomorrow.

Best,
Chantal

Chantal Khalil Levy, Esq.
Weitz & Luxenberg P.C.
700 Broadway, 5th Floor
New York, NY 10003
Tel: 212-558-5864 | Fax: 212-344-5461

From: Chris Seeger <CSeeger@seegerweiss.com>

Date: Monday, March 16, 2026 at 8:12 PM

To: Khalil Levy, Chantal <ckhalil@weitzlux.com>

Cc: David Buchanan <DBuchanan@seegerweiss.com>, Steven Daroci <SDaroci@SeegerWeiss.com>, Joseph Rice <jrice@motleyrice.com>, fbaker@motleyrice.com <fbaker@motleyrice.com>, Fidelma Fitzpatrick <ffitzpatrick@motleyrice.com>, kraus@waterskraus.com <kraus@waterskraus.com>, siegel@waterskraus.com <siegel@waterskraus.com>, jwilliams@whlaw.com <jwilliams@whlaw.com>, jboundas@whlaw.com <jboundas@whlaw.com>, eholland@hollandtriallawyers.com <eholland@hollandtriallawyers.com>, pdowd@hollandtriallawyers.com <pdowd@hollandtriallawyers.com>, mike@ketchmclaw.com <mike@ketchmclaw.com>, Greenwald, Robin <RGreenwald@weitzlux.com>, Quigley, Robert <rquigley@weitzlux.com>, Asim Badaruzzaman <amb@sbaitilaw.com>, Christopher L. Ayers <Chris.Ayers@sbaitilaw.com>

Subject: Re: Request for Potential Monsanto Bankruptcy Materials

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SOURCE. It may contain viruses. Do not click on a link, open or enable any file unless you trust the sender.

Very happy that you're discussing the settlement with your clients and that they're asking questions. June 4 is not exactly around the corner so not sure why you are imposing an unnecessary Noon tomorrow deadline. I'm going to look into your request and get back to you. Thanks for reaching out.

Sent from my iPhone

On Mar 16, 2026, at 1:42 PM, Khalil Levy, Chantal <ckhalil@weitzlux.com> wrote:

Counsel,

I'm writing on behalf of co-lead of the Roundup MDL and co-leads of the NJ MCL, as well as in our capacities as plaintiffs' counsel. We are in the process of discussing the proposed class settlement with our clients and the issue of Monsanto's bankruptcy potential has arisen in several conversations. In order for us to properly advise our clients, and do so before the rapidly-approaching June 4th opt out deadline, we ask that you furnish all financial materials and analyses referenced in the settlement papers and your public comments regarding Monsanto's potential bankruptcy, which we imagine are readily available. We are willing to subject them to Monsanto's standard confidentiality orders in this litigation. Please provide these materials by noon ET tomorrow. Thanks.

Best,
Chantal

Chantal Khalil Levy, Esq.
Weitz & Luxenberg P.C.
700 Broadway, 5th Floor
New York, NY 10003
Tel: 212-558-5864 | Fax: 212-344-5461

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All e-mail to W & L or any individuals at W & L should be followed up by hard copy including attachment(s), as specific file types may be blocked at any time without notice being provided to sender or recipient.

EXHIBIT 3



RE: Confirm Validity of Opt Out Submissions

From Weed Killer Class Settlement Information <Info@WeedKillerClass.com>

Date Fri 4/24/2026 4:48 PM

To Khalil Levy, Chantal <ckhalil@weitzlux.com>; Weed Killer Class Settlement Information <Info@WeedKillerClass.com>

Cc Halpern, Madeline <mhalpern@weitzlux.com>; Novak, Hanna <hnovak@weitzlux.com>; Butler, Alicia <abutler@weitzlux.com>

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Good Evening, Chantal:

Thank you for contacting the Weed Killer Class Settlement Program. We have provided detailed instructions for how to request exclusion from the settlement class (the "Opt Out Instructions"), which are available on the website here: <https://www.weedkillerclass.com/Home/OptOut>. If you have additional questions about how to opt out of the settlement or need an explanation of any of the requirements listed in the Opt Out Instructions, please do not hesitate to contact us and we will respond. Further, if you know of other attorneys who are having difficulty submitting their opt out requests to the Administrator, please let them know to contact us at Info@WeedKillerClass.com so that we may respond (or let us know who they are so we can reach out to them directly).

Administrator
Weed Killer Class Settlement
BROWNGREER PLC
Telephone: (888) 403-8201
Info@WeedKillerClass.com
www.weedkillerclass.com

This electronic mail is intended to be received and read only by certain individuals. It may contain information that is privileged or protected from disclosure by law. If it has been misdirected, or if you suspect you received this in error, please notify me by replying and then delete this message and your reply. These restrictions apply to any attachment to this email.

From: Khalil Levy, Chantal <ckhalil@weitzlux.com>

Sent: Wednesday, April 22, 2026 2:43 PM

To: Weed Killer Class Settlement Information <Info@WeedKillerClass.com>

Cc: Halpern, Madeline <mhalpern@weitzlux.com>; Novak, Hanna <hnovak@weitzlux.com>; Butler, Alicia <abutler@weitzlux.com>

Subject: Re: Confirm Validity of Opt Out Submissions

We are very disappointed by this response. You've had over a month to evaluate these opt out requests. Our firm has also requested an opt out template from the settlement administrator so that we can ensure that our opt out requests comply with the opt out requirements, but you refused that request, as well.

Please consider this email notice of our reliance on your failure to identify any issues with our firm's clients' opt out requests to date. As a result, we will continue using the same template we prepared with the same

information, and have no choice but to assume that they comply with the settlement's ambiguous requirements.

I should also note that several other law firms representing Roundup clients have asked us for advice on navigating the opt out process for their clients because they're concerned about properly navigating the opt out procedures and challenges. Therefore, they too are relying on your failure to provide an opt out template and failure to provide any corrections to our prior opt out submissions.

Best,
Chantal

Chantal Khalil Levy, Esq.
Weitz & Luxenberg P.C.
700 Broadway, 5th Floor
New York, NY 10003
Tel: 212-558-5864 | Fax: 212-344-5461

From: Weed Killer Class Settlement Information <Info@WeedKillerClass.com>
Sent: Thursday, April 16, 2026 1:10 PM
To: Khalil Levy, Chantal <ckhalil@weitzlux.com>; Weed Killer Class Settlement Information <Info@WeedKillerClass.com>
Cc: Halpern, Madeline <mhalpern@weitzlux.com>; Novak, Hanna <hnovak@weitzlux.com>; Butler, Alicia <abutler@weitzlux.com>
Subject: RE: Confirm Validity of Opt Out Submissions

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Good Afternoon, Ms. Levy:

Thank you for contacting the Weed Killer Class Settlement Program. Yes, we did receive your Opt Out requests. Please note that we will not send a formal validity determination for Opt Out requests. However, we will review all timely submitted Opt Out requests for completeness and if any required information is missing, as a courtesy, we may send a single Deficiency Notice to you at the email address or mailing address you provided on your Opt Out Request (or to your attorney if you listed one).

If you do not receive a courtesy Deficiency Notice, it does not mean that your Opt Out request is valid or complete – to confirm your submission met the Opt Out requirements, you can review the Opt Out instructions available on the settlement website at www.WeedKillerClass.com/Home/OptOut.

Thank you again for contacting us. Do not hesitate to email us again or call us at 1-888-403-8201.

Administrator
Weed Killer Class Settlement
BROWNGREER PLC
Telephone: (888) 403-8201
Info@WeedKillerClass.com
www.weedkillerclass.com

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From: Khalil Levy, Chantal <ckhalil@weitzlux.com>
Sent: Wednesday, April 15, 2026 10:31 AM
To: Weed Killer Class Settlement Information <Info@WeedKillerClass.com>
Cc: Halpern, Madeline <mhalpern@weitzlux.com>; Novak, Hanna <hnovak@weitzlux.com>; Butler, Alicia <abutler@weitzlux.com>
Subject: Confirm Validity of Opt Out Submissions

Good morning,

I'm writing to confirm the acceptance and validity of the opt out submissions for the following individuals, who are represented by my firm:

- Diane Engel on behalf of Dale Engel;
- Joshua Feldman;
- Penka Hristova;
- Donna Hutto on behalf of Kevin Hutto;
- Jennifer Jackson;
- Atlas Jones;
- Paul Maselli on behalf of Elizabeth R. Maselli; and
- Louie B. Webb, Jr.

We submitted their opt out requests at the outset of the opt out period and are yet to hear back. Thanks.

Best,
Chantal

Chantal Khalil Levy, Esq.
Weitz & Luxenberg P.C.
700 Broadway, 5th Floor
New York, NY 10003
Tel: 212-558-5864 | Fax: 212-344-5461

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EXHIBIT 4



RE: Weed Killer Class Settlement - James Toloso & James Murphy - Notice of Consent to Revocation of Opt Out

From Jason Russell <jrussell@browngreer.com>
Date Thu 5/28/2026 1:29 PM
To Khalil Levy, Chantal <ckhalil@weitzlux.com>
Cc Weed Killer Class Settlement Information <Info@WeedKillerClass.com>; Greenwald, Robin <RGreenwald@weitzlux.com>; Novak, Hanna <hnovak@weitzlux.com>; Lucina K. Hawkins <lkhawkins@browngreer.com>; Sydney Gustafson <sgustafson@browngreer.com>

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SOURCE. It may contain viruses. Do not click on a link, open or enable any file unless you trust the sender.

You are most welcome, Chantal.

As an aside, I have corrected the subject line to properly reflect Mr. Toloso and Mr. Murphy. My apologies if that caused any confusion initially.

Thank you,
Jason

From: Khalil Levy, Chantal <ckhalil@weitzlux.com>
Sent: Thursday, May 28, 2026 1:23 PM
To: Jason Russell <jrussell@browngreer.com>
Cc: Weed Killer Class Settlement Information <Info@WeedKillerClass.com>; Greenwald, Robin <RGreenwald@weitzlux.com>; Novak, Hanna <hnovak@weitzlux.com>; Lucina K. Hawkins <lkhawkins@browngreer.com>; Sydney Gustafson <sgustafson@browngreer.com>
Subject: Re: Weed Killer Class Settlement – James Toloso & James Murphy - Notice of Consent to Revocation of Opt Out

Thank you!
Best,
Chantal

Chantal Khalil Levy, Esq.
Weitz & Luxenberg P.C.
700 Broadway, 5th Floor
New York, NY 10003
Tel: 212-558-5864 | Fax: 212-344-5461

From: Jason Russell <jrussell@browngreer.com>
Date: Thursday, May 28, 2026 at 9:43 AM
To: Khalil Levy, Chantal <ckhalil@weitzlux.com>
Cc: Weed Killer Class Settlement Information <Info@WeedKillerClass.com>, Greenwald, Robin <RGreenwald@weitzlux.com>, Novak, Hanna <hnovak@weitzlux.com>, Lucina K. Hawkins <lkhawkins@browngreer.com>, Sydney Gustafson <sgustafson@browngreer.com>
Subject: Weed Killer Class Settlement – James Toloso & James Murphy - Notice of Consent to Revocation of Opt Out

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SOURCE. It may contain viruses. Do not click on a link, open or enable any file unless you trust the sender.

Good morning Chantal,

Our records indicate you represent James Toloso and James Murphy. This communication is to notify you that Defense Counsel has approved their request to revoke their Opt Outs. Please review the attached Notices of Consent to Revocation of Opt Outs for Mr. Toloso and Mr. Murphy and let us know if you have any questions.

Thank you,

Jason

Jason Russell

Law Firm Contact

BROWNGREER PLC

250 Rocketts Way

Richmond, Virginia 23231

Telephone: (877) 585-6399 Ext. 5416

Facsimile: (804) 521-7299

www.browngreer.com



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EXHIBIT 5



RE: Occupational Exposure Proof

From Weed Killer Class Settlement Information <Info@WeedKillerClass.com>

Date Wed 4/29/2026 2:50 PM

To Weed Killer Class Settlement Information <Info@WeedKillerClass.com>; Khalil Levy, Chantal <ckhalil@weitzlux.com>

Cc Jason Russell <jrussell@browngreer.com>

CAUTION: THIS EMAIL IS FROM AN EXTERNAL SOURCE. It may contain viruses. Do not click on a link, open or enable any file unless you trust the sender.

Good Afternoon, Chantal:

Thank you for contacting the Weed Killer Class Settlement Program. Claim submission and review will not begin until after the Settlement is finally approved. The Court has not yet granted final approval of the Settlement, so formal guidance on the documentation requirements is not yet available.

Administrator
Weed Killer Class Settlement
BROWNGREER PLC
Telephone: (888) 403-8201
Info@WeedKillerClass.com
www.weedkillerclass.com

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From: Weed Killer Class Settlement Information <Info@WeedKillerClass.com>

Sent: Friday, April 24, 2026 5:41 PM

To: Khalil Levy, Chantal <ckhalil@weitzlux.com>; Weed Killer Class Settlement Information <Info@WeedKillerClass.com>

Subject: RE: Occupational Exposure Proof

Good Evening, Chantal:

Thank you for contacting the Weed Killer Class Settlement Program. We will review your inquiry and respond.

Administrator
Weed Killer Class Settlement
BROWNGREER PLC
Telephone: (888) 403-8201
Info@WeedKillerClass.com
www.weedkillerclass.com

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From: Khalil Levy, Chantal <ckhalil@weitzlux.com>
Sent: Friday, April 24, 2026 3:56 PM
To: Weed Killer Class Settlement Information <Info@WeedKillerClass.com>
Subject: Occupational Exposure Proof

Good afternoon,

Section 6.3(a)(xvi) of the settlement provides that:

(xvi) if the Settlement Class Member is seeking consideration for eligibility as an Occupational Claimant (and received a Qualifying Diagnosis at an age younger than 78):

(1) documentary evidence of employment or work in an occupational capacity where Roundup Products would typically be used (agricultural, industrial, turf, or ornamental); such evidence may include, but is not limited to, employment records, payroll records, business licenses, tax records, records of occupational training involving Application of a Roundup Product, or other documentation establishing Settlement Class Member’s occupational role or work context;

(2) documentary evidence of either (a) earned income in such capacity of more than 50% of the Settlement Class Member’s total income for at least one year, or (b) earned income in such capacity of more than \$15,000 in at least one year; such evidence may include, but is not limited to, employment records, payroll records, tax records, bank statements, or other documentation establishing earned income; and

(3) any additional documentation the Allocation Special Master or the Administrator deems appropriate; or

(4) if the documentation required by Sections 6.3(a)(xvi)(1) and (2) does not exist or is otherwise unavailable, and the related employment ended more than 10 years prior to the submission of the Claim Package, other reasonable proof that the Settlement Special Master deems sufficient to demonstrate Exposure to Roundup Products in an occupational capacity; provided, however, that an attestation alone is insufficient to satisfy the requirements of this subsection.

Would a sworn declaration from a class member describing the class member’s occupational exposure be sufficient to satisfy subsection (4) highlighted above, and therefore sufficient to prove occupational exposure (that ended more than ten years prior to submission of claims package)?

Thanks.

Best,

Chantal

Chantal Khalil Levy, Esq.
Weitz & Luxenberg P.C.
700 Broadway, 5th Floor
New York, NY 10003
Tel: 212-558-5864 | Fax: 212-344-5461

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EXHIBIT 13

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

RANDALL KING, SCOTT BUTTERFIELD,
ROBERT KOEHLER, MICHAEL MERX,
and BRUCE WALDMAN,

Plaintiffs,

v.

MONSANTO COMPANY,

Defendant

Case No. 4:26-cv-813

**DECLARATION OF ALICIA D. BUTLER IN SUPPORT OF
WILLIAM HAMAKER'S OBJECTIONS
TO PROPOSED CLASS ACTION SETTLEMENT**

I, Alicia D. Butler, under penalty of perjury under the laws of Missouri and the United States, declare and state:

1. I am an attorney at Weitz & Luxenberg, P.C. ("WL"). I serve as counsel to the firm's roughly 1,900 clients in Roundup litigation including Multi-District Litigation No. 2741, *In re: Roundup Products Liability Litigation*, Case No. 16-md-02741-VC (N.D. Cal.) (the "Roundup MDL") and various proceedings in other state and federal courts.

2. I submit this declaration in support of William Hamaker's Objections to the Proposed Class Action Settlement. It is based on my personal knowledge of the facts stated in this declaration, and if called to testify, I could and would competently testify to the matters stated herein.

3. William Hamaker is a member of the proposed settlement class in the above-styled action. Based on my firm's investigation, a good faith basis exists for filing a personal injury claim against Monsanto Co. arising from William Hamaker's diagnosis of non-Hodgkin's lymphoma arising from the use of Roundup, as required by Federal Rule of Civil Procedure 11 and parallel state court rules. William Hamaker can and will provide competent testimony and other admissible

evidence demonstrating that William Hamaker developed NHL caused by exposure to Roundup products.

4. William Hamaker has reviewed and approved the foregoing objections to the proposed settlement, and has instructed us to file them on his behalf. At this time, William Hamaker, who is 78 years old and suffers from neurologic side effects due to the chemotherapy he received to treat his cancer, is physically unable to provide the “wet signature” required by the terms of the Settlement Agreement because his hands shake too much to use a pen.

5. William Hamaker is not a “professional objector” and I am unaware of any instance in which he has objected to any class action in the past.

Dated: June 4, 2026

Respectfully Submitted,

/s/ Alicia Butler
Alicia Butler

EXHIBIT 14

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

RANDALL KING, SCOTT
BUTTERFIELD, ROBERT KOEHLER,
MICHAEL MERX AND BRUCE
WALDMAN, individually, and on behalf
of all others similarly situated,

Plaintiffs,

v.

MONSANTO COMPANY,
Defendant.

No. [●]

Div. [●]

DECLARATION OF SHANNON R. WHEATMAN, PH.D. ON ADEQUACY OF
NOTICES AND THE NOTICE PROGRAM

I, Shannon R. Wheatman, being duly sworn, hereby declare as follows:

1. I am a Partner with Signal Interactive Media (“Signal”), an advertising and notification consulting firm in Washington, D.C. specializing in the design and implementation of class action and bankruptcy notification programs. My business address is 1300 Connecticut Ave. NW, Suite 375, Washington, D.C. 20036.

2. This declaration describes the notices to be disseminated to Settlement Class Members (the “Notices”) and the comprehensive media and outreach campaign (the “Notice Program”) proposed for *Randall King, et al. v. Monsanto Company*, including how they were developed and why I believe them to be appropriate and effective.¹ It also describes my experience in designing and implementing notices and notice plans, as well as my credentials to opine on the overall adequacy of the notice effort. Attached as **Exhibit A** is my curriculum vitae.

¹ Capitalized terms not otherwise defined herein have the meanings set forth in the Settlement Agreement.

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<ul style="list-style-type: none"> • Farms and Farmers (in top 50 farmworker counties) • Aerial Applicators • Building/grounds directors • Cemetery Lot Care and Services • Chemicals-Spraying • Diplomatic Establishments • Farm Labor • Farm Management Services • Farm Organizations • Farming Services • Garden Centers • Golf Courses 	<ul style="list-style-type: none"> • Greenhouses • Herbicide Consultants • Landscape Contractors • Landscape Designers • Landscape Nurserymen • Lawn and Grounds Maintenance • Lawn Consultants • Lawn Spraying • Maintenance Programs • Mowing Services • Orchards • Parks • Public Works Directors 	<ul style="list-style-type: none"> • Public Utilities • Putting Greens • Right Of Way Maintenance Services • School Districts • School Departments, Facilities, and Offices • Sports Field Products and Services • Spraying-Horticultural • University/College Department, Facilities, and Offices • Vineyard Consultants • Weed Control Services • Weed Cutting Services • Weed Superintendent
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53. Direct Notice will consist of sending a one-page “Summary Notice” via first-class mail or email to available addresses. Notice will be sent in English and Spanish. A copy of the Summary Notice is attached as **Exhibit B**

54. A “Detailed Notice” and cover letter will also be sent by BrownGreer via first-class mail or email to Settlement Class Members who have currently filed lawsuits against or entered into tolling agreements with the Defendant with respect to Roundup Claims, based on a list to be later provided to BrownGreer by the Defendant. A copy of the Detailed Notice is attached as **Exhibit C**.

55. The Healthcare Compliance Administrator has also agreed to email notice to approximately 1,000 medical lienholders. These lienholders will be asked to share notice with any member who has a diagnosis code for Non-Hodgkin Lymphoma.

