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

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NOV 20 2026
22ND JUDICIAL CIRCUIT
CIRCUIT CLERK'S OFFICE
BY _____ DEPUTY

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. 2622-CC00325-01 Div. 8

FINAL ORDER AND JUDGMENT

Not an Official Court Document

The Court has before it Plaintiffs Randall King, Scott Butterfield, Robert Koehler, Michael Merx, and Bruce Waldman ("Plaintiffs" or "Class Representatives"), individually and as class representatives and subclass representatives on behalf of all similarly situated persons, together with Defendant Monsanto Company's ("Defendant" or "Monsanto's") Joint Motion for Entry of the Final Approval Order (the "Motion"). Plaintiffs and Defendant (the "Parties") seek an order granting certification of the Settlement Class and Subclasses and final approval of the Settlement Agreement, pursuant to Missouri Rules 52.08(a), 52.08(b), and 52.08(e). The Court now rules as follows.

WHEREAS, the Court, for the purposes of this Final Order and Judgment, adopts all defined terms as set forth in the Settlement Agreement, dated February 17, 2026, as corrected June 23, 2026, filed as Exhibit 1 to the Joint Notice Regarding Corrected Settlement Agreement on June 24, 2026 (the "Settlement Agreement");[1]

WHEREAS, on February 17, 2026, the Petition in *Randall King, et al.* v. *Monsanto Company* was filed in the Court, and Plaintiffs filed an unopposed motion for entry of the Preliminary Approval Order;

WHEREAS, on March 4, 2026, the Court entered a Preliminary Approval Order that, among other things: (i) preliminarily certified the Settlement Class and Subclasses for settlement purposes; (ii) preliminarily appointed Class Representatives and Subclass Representatives, and Class Counsel and Subclass Counsel; (iii) preliminarily approved the Settlement Agreement; (iv) approved the Settlement Class Notice and Settlement Class Notice

[1] Capitalized terms used in this Order shall have the meaning ascribed to such terms in the Settlement Agreement, unless otherwise specified. Nothing herein is intended to alter or amend the Settlement Agreement.

Plan and directed that the Settlement Class Notice be disseminated to Settlement Class Members according to the Settlement Class Notice Plan; (v) approved procedures for opting out of the Settlement Class or objecting to the Settlement Agreement; (vi) scheduled a Fairness Hearing for final approval of the Settlement Agreement; (vii) preliminarily appointed the Settlement Special Master, the Administrator, the Allocation Special Master, and the Healthcare Compliance Administrator, and appointed the Settlement Class Notice Agent; and (viii) stayed the filing and prosecution of all Roundup-related actions by Settlement Class Member Parties in any court of the State of Missouri; and on March 4, 2026, the Court filed a Memorandum stating, among other things, "[a]ny party with an objection to the proposed settlement may express concerns in accordance with the [Preliminary] Approval Order," and that "[t]he 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)," Memorandum (Mar. 4, 2026) at 3;

WHEREAS, on March 5, 2026, the Court approved the Settlement Fund Escrow Agreement and Article XVII of the Settlement Agreement, appointed the Settlement Fund Escrow Agent and the administrator of the Settlement Fund, and established the Settlement Fund as a qualified settlement fund;

WHEREAS, on March 5, 2026, the Settlement Class Notice was posted on the Settlement Website, commencing the Settlement Class Notice Plan and the opt out Period;

WHEREAS, by June 4, 2026, 136 identified Settlement Class Members filed objections to the Settlement Agreement under the process set by the Preliminary Approval Order, and others also filed objections, including certain unidentified individuals who submitted requests for exclusion and certain health plan payors and administrators (collectively "Objectors"); on July 15, 2026, Class Counsel and Defendant filed a Joint Motion for Entry of the Final Approval Order

and Suggestions in Support, among other things, responding to objections; Objectors were permitted time to reply, and two amicus briefs were also filed;

WHEREAS, on September 14, 2026, the Court held a Fairness Hearing to consider whether the Settlement Class and Subclasses should be certified, and whether the Settlement Agreement was fair, reasonable, adequate, and in the best interests of the Settlement Class and Subclasses, including consideration of the objections made; and

WHEREAS, the Court, having heard arguments from counsel for the Parties, from seven sets of counsel for Objectors and amici who appeared at the Fairness Hearing, and from certain counsel speaking in support of the Settlement, having reviewed all materials submitted, having considered all of the files, records, and proceedings in the Lawsuit, and being otherwise fully advised.

IT IS HEREBY ORDERED AS FOLLOWS:

I. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES

1. To certify a class for settlement purposes, Rules 52.08(a) and 52.08(b)(3) require that: (a) the Settlement Class Members are so numerous that their joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class and Subclasses; (c) the claims of the Class Representatives and Subclass Representatives are typical of the Settlement Class Members and the respective members of the Subclasses; (d) the Class Representatives and Subclass Representatives and Class Counsel and Subclass Counsel have fairly and adequately represented and protected the interests of all Settlement Class Members and members of their respective Subclasses; (e) the questions of law or fact common to the Settlement Class and Subclasses predominate over any questions affecting only individual Settlement Class Members,

and the class action is superior to other available methods for the fair and efficient resolution of the controversy; and (f) the Settlement Class and Subclasses are ascertainable.

A. Numerosity

2. Numerosity "does not require that joinder of all the members of a class be impossible, only that it be impracticable." *Dale* v. *DaimlerChrysler Corp.*, 204 S.W.3d 151, 167 (Mo. App. W.D. 2006).[2] The Settlement Class consists of many tens of thousands of individuals. No objections have been raised as to numerosity. Numerosity is satisfied.

B. Commonality

3. A common question means that "the same evidence will suffice for each [class] member to make a prima facie showing as to a given question." *Karen S. Little, L.L.C.* v. *Drury Inns, Inc.*, 306 S.W.3d 577, 581 (Mo. App. E.D. 2010)." A single common issue may be the overriding one in the litigation, despite the fact that the suit also entails numerous remaining individual questions." *Meyer ex rel. Coplin* v. *Fluor Corp.*, 220 S.W.3d 712, 716 (Mo. 2007). Here, Plaintiffs allege a common fact of Exposure to a single chemical, glyphosate, manufactured by a single company, Monsanto, Petition ¶ 1, and such Exposure and whether it caused NHL are the common and overriding issues within the class. Commonality is satisfied.

C. Typicality

4. "Typicality means that the class members share the same interest and suffer the same injury" as the class representatives. *Hale* v. *Wal-Mart Stores, Inc.*, 231 S.W.3d 215, 223 (Mo. App. W.D. 2007). Typicality is satisfied where all claims "arise[] from the same event or course of conduct of the defendant," even if there are "individual variances in the underlying" claims.

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[2] Unless otherwise noted, emphasis is added, and internal citations and quotations are omitted.

Elsea v. *U.S. Eng'g Co.*, 463 S.W.3d 409, 420 (Mo. App. W.D. 2015). This requirement "tends to merge with the commonality requirement." *Id.* Here, Plaintiffs' claims arise from the same course of conduct by the same defendant: Monsanto's manufacture and sale of glyphosate to which Plaintiffs were Exposed. The Settlement Class also concerns a single type of disease: NHL.

5. Differences in the factual circumstances between the Class Representatives and the Settlement Class (such as age of diagnosis, type and progression of NHL diagnosis, type of Exposure, and status as a Derivative Claimant) do not undermine a typicality finding here. Named plaintiffs' claims do not have to be factually identical to those of other class members to satisfy the typicality requirement. *See In re Nat'l Football League Players Concussion Inj. Litig.* ("*NFL*"), 821 F.3d 410, 428 (3d Cir. 2016) ("[C]ases challenging the same unlawful conduct which affects both the named plaintiffs and the putative class usually satisfy the typicality requirement irrespective of the varying fact patterns underlying the individual claims."); *In re Samsung Top-Load Washing Mach. Mktg., Sales Pracs. & Prods. Liab. Litig.*, 2020 WL 2616711, at *6 (W.D. Okla. May 22, 2020) ("Differing fact situations of class members do not defeat typicality under Rule 23(a)(3) so long as the claims of the class representative and class members are based on the same legal or remedial theory."). Here, the claims of the Class Representatives and other class members are based on the same legal theory concerning Exposure to glyphosate and NHL.

6. Typicality is satisfied where claims "arise[] from the same event or course of conduct of the defendant," even if there are "individual variances in the underlying" claims. *See Elsea*, 463 S.W.3d at 420. The Court thus finds that the claims of the Class Representatives and Subclass Representatives are typical of the Settlement Class Members they represent.

D. Adequacy

7. "[D]ue process requires that absent class members be fairly and adequately represented" by class representatives and class counsel. *Id.* The adequacy "requirement focuses on 'whether (1) the class representatives have common interests with the members of the class, and (2) whether the class representatives will vigorously prosecute the interests of the class through qualified counsel.'" *Pollard* v. *Remington Arms Co., LLC*, 320 F.R.D. 198, 207 (W.D. Mo. 2017). Moreover, where a class settlement includes "anticipated future claimants," who have been exposed but not yet diagnosed, adequate representation requires the further "structural assurance" of "discrete subclasses." *Amchem Prods., Inc.* v. *Windsor*, 521 U.S. 591, 601, 626–27 (1997). *See also* Mo. Sup. Ct. R. 52.08(c)(5) ("When appropriate, a class may be divided into subclasses that are each treated as a class under this Rule 52.08.").

8. The negotiation of the Settlement Agreement and the results obtained support a finding of adequacy here. *See In re Blue Cross Blue Shield Antitrust Litig.*, 2022 WL 4587618, at *14–15 (N.D. Ala. Aug. 9, 2022), *aff'd*, 85 F.4th 1070 (11th Cir. 2023); *Huyer* v. *Wells Fargo & Co.*, 314 F.R.D. 621, 625 (S.D. Iowa 2016), *aff'd sub nom.*, *Huyer* v. *Njema*, 847 F.3d 934 (8th Cir. 2017), *and aff'd sub nom.*, *Huyer* v. *Buckley*, 849 F.3d 395 (8th Cir. 2017). Negotiations were extensive, hard-fought and at arm's length, with the negotiation of the Settlement Agreement taking more than 18 months. Declaration of Eric D. Holland, filed as Exhibit 5 to the Motion ("Holland Decl."), ¶¶ 8–12; Declaration of Christopher A. Seeger, filed as Exhibit 11 to the Motion ("Seeger Decl."), ¶¶ 13–14; Declaration of Jeffrey M. Wintner, filed as Exhibit 14 to the Motion ("Wintner Decl."), ¶¶ 5–6. The negotiations were overseen by a nationally recognized mediator, Fouad Kurdi, Declaration of Fouad Kurdi, filed as Exhibit 9 to the Motion ("Kurdi Decl."), ¶ 4, with the involvement of Judge Norton, a former Chief Judge of the Court of Appeals, Declaration

of Eric D. Holland, filed as Exhibit 2 to the Preliminary Approval Motion ("Holland Prelim. Decl."), ¶¶ 30, 75. There are no signs of collusion. Kurdi Decl. ¶¶ 4–7; Seeger Decl. ¶ 20; Holland Decl. ¶ 8; Wintner Decl. ¶¶ 7–12. That Class Counsel reached a settlement requiring the Defendant to pay significant sums before the United States Supreme Court's decision in *Monsanto Co.* v. *Durnell*, 146 S. Ct. 2001 (2026), holding that federal law preempts "any state tort claim that would require" Monsanto "to use a label 'in addition to' or 'different from'" the EPA-approved label, demonstrates that Class Counsel adequately represented the Settlement Class, as a whole, in addition to adequately representing each Subclass. *Id.* at 2014. As attested to by Mr. Kurdi, "Class Counsel fought for—and obtained—the best deal possible." Declaration of Fouad Kurdi, filed as Exhibit 4 to the Preliminary Approval Motion ("Kurdi Prelim. Decl."), ¶ 21.

9. With respect to the Subclasses, the Parties have employed subclasses for "current" and "future" Claimants from the outset of the settlement process, with separate Class Representatives and Class Counsel for each subclass. The Subclass Representatives' interests adequately reflect the interests of absent subclass members. Each of Class Counsel is highly competent, with significant experience in litigating and resolving mass-tort class actions, Roundup Claims, or both. Holland Decl. ¶¶ 6–8; Seeger Decl. ¶¶ 5–9. The subclass structure and appointment of counsel for each of the Subclasses ensure adequate representation of both Settlement Class Members who currently have an NHL diagnosis and those who may receive an NHL diagnosis in the future. *See Amchem*, 521 U.S. at 625–27. Subclassing cures any antagonism that exists between their interests. *See id.* The 18-month negotiation process included "fierce and acrimonious" negotiations between each of the two Subclasses and Monsanto separately, and between the two Subclasses themselves. Holland Prelim. Decl. ¶ 27; Wintner Decl. ¶¶ 6, 9–10; Holland Decl. ¶ 8; Seeger Decl. ¶¶ 14, 20; Kurdi Prelim. Decl. ¶¶ 8, 13. As a result, counsel for

each Subclass secured Settlement provisions that were of particular benefit to their respective Subclass reflecting vigorous and independent representation.

10. The Court also finds that the Settlement contains structural protections designed to safeguard and inure to the benefit of each Subclass. For example, Subclass 1 counsel successfully negotiated for $3 billion in funding in the first five years, as well as expedited payment options for certain Claimants—provisions that will distinctly benefit current Claimants, some of whom have had claims pending for many years. Seeger Decl. ¶¶ 34–37. Subclass 2 counsel, meanwhile, successfully obtained long-term funding, bankruptcy protections, inflation adjustments, and back-end exit rights. Holland Decl. ¶¶ 9, 12, 24, 26; Kurdi Prelim. Decl. ¶ 18.

11. Further, the adequacy inquiry does not require that Class Representatives be identical in every respect to members of the class, nor does it require the creation of additional subclasses and separate representation to account for every difference among Settlement Class Members. Class members may possess different claims, injuries, or damages while remaining adequately represented in a single settlement class, and differences in claim value alone do not establish the type of intra-class conflict requiring subclassing. *See, e.g.*, *In re Pet Food Prods. Liab. Litig.*, 629 F.3d 333, 346–48 (3d Cir. 2010); *In re Target Corp. Customer Data Sec. Breach Litig.*, 2017 WL 2178306, at *3 (D. Minn. May 17, 2017), *aff'd*, 892 F.3d 968 (8th Cir. 2018); *In re Checking Acct. Overdraft Litig.*, 830 F. Supp. 2d 1330, 1352–54 (S.D. Fla. 2011)." [I]f subclassing is required for each material legal or economic difference that distinguishes class members, the Balkanization of the class action is threatened." *Williams* v. *Rohm & Haas Pension Plan*, 658 F.3d 629, 635 (7th Cir. 2011); *In re Oil Spill by Oil Rig Deepwater Horizon in Gulf of Mexico, on April 20, 2010*, 910 F.Supp.2d 891, 919 (E.D. La. 2012), *aff'd*, *In re Deepwater Horizon*, 739 F.3d 790, 795, 813–14 (5th Cir. 2014) ("If subclasses were entertained, there would

be no principled basis for limiting the number of subclasses . . . [s]uch rigid formalism, which would produce enormous obstacles to negotiating a class settlement with no apparent benefit, is not required and could even reduce the negotiating leverage of the class"). The leading class action treatises take the same view. They treat separately represented subclasses as a tool reserved principally for the divide between present and future claimants addressed in *Amchem*, and they leave courts broad discretion otherwise. *See* 1 *McLaughlin on Class Actions* § 4:45 (22nd ed. 2025); 3 *Newberg and Rubenstein on Class Actions* § 7:31 (6th ed. 2026); *see also* Declaration of Prof. Robert H. Klonoff, filed as Exhibit 7 to the Motion ("Klonoff Decl."), ¶ 120.

12. The Court thus finds that the Class Representatives and Subclass Representatives, through Class Counsel and Subclass Counsel, vigorously advocated on behalf of the Settlement Class and Subclasses. Separate representation cures the structural conflict between Subclass 1 and Subclass 2, and no further subclassing is necessary or appropriate.

13. Based on the foregoing, the Court finds that Class Representatives and Class Counsel have fairly and adequately represented absent Settlement Class Members.

E. Predominance

14. Predominance requires that individual issues are outweighed in the balance by the common ones. *State ex rel. McKeage* v. *Cordonnier*, 357 S.W.3d 597, 600 (Mo. 2012). It "does not demand that every single issue in the case be common to all the class members." *Hale*, 231 S.W.3d at 224. Rule 52.08(b)(3) instructs in connection with the predominance inquiry the Court to consider "(A) the class members' interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; [and] (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum." As the United States Supreme Court has explained,

"[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems." *Amchem*, 521 U.S. at 620. In other words, the considerations of Rule 52.08(b)(3)(D) do not apply here. In addition, in the settlement context, variations in state tort law applicable to the claims of Settlement Class Members do not undermine cohesion. *See, e.g.*, *Jabbari* v. *Farmer*, 965 F.3d 1001, 1007 (9th Cir. 2020).

15. Similarly, "individual issues relating to causation, injury and damage also disappear" where the class settlement provides for an "objective scheme of compensation" based on "objective criteria" and gives each class member a choice whether to take the compensation with sufficient notice about the nature of that compensation. *In re Diet Drugs*, 2000 WL 1222042 at *43. Here, the Settlement sets specific, quantified ranges of recovery based on objective factors: whether the Settlement Class Member's Exposure was occupational or residential, the Settlement Class Member's age at diagnosis, and the subtype of NHL with which they were diagnosed. The Settlement Class Notice informed Settlement Class Members of the minimum and maximum compensation available to each Tier. Settlement Agreement § 6.6(a). For members of Subclass 1, the Settlement Class Notice explained that the Settlement gave them the right to opt out or to remain in the Settlement Class to apply for an Award. For members of Subclass 2, the Settlement Class Notice explained that the Settlement gave them the right to opt out or to remain in the Settlement Class during the initial opt out Period, and that the Settlement gives them the right, if and when they are diagnosed with NHL, to apply for and receive an Award, if eligible, or to reject that Award, exit the Settlement, and pursue compensatory damage claims in the tort system. Declaration of Orran L. Brown, Sr. ("Brown Decl."), filed as Exhibit 2 to the Motion, Ex. E (Detailed Notice) at 17–20.

16. Invoking *Amchem*, several Objectors argue that the predominance requirement is not satisfied because, in their view, common issues do not predominate over individual ones. Specifically, these Objectors contend that the Settlement is no different from that at issue in *Amchem*, where the United States Supreme Court held that the predominance requirement had not been met. The Court has considered each of these arguments and finds them unpersuasive. This case is distinguishable from *Amchem Prods., Inc.* v. *Windsor*, where the United States Supreme Court held that the predominance requirement had not been met. 521 U.S. at 628. In *Amchem*, the Supreme Court was confronted with a proposed class action settlement purporting to resolve asbestos claims against not just one defendant, but 20 different asbestos defendants who each manufactured multiple asbestos products that allegedly caused a host of different diseases. 521 U.S. at 597, 624. In light of that "sprawling" class, the Supreme Court held that the predominance requirement was not satisfied but nevertheless observed that "mass tort cases arising from a common cause . . . may, depending upon the circumstances, satisfy the predominance requirement." *Id.* at 624–25.[3] The settlement in *Amchem* is readily distinguishable from that at issue here. Here, the Settlement is limited to a single defendant, Monsanto, a single product class, weedkillers containing Monsanto manufactured glyphosate, a single course of conduct, and a single disease, NHL. Finally, given that this is a "request for settlement-only class certification," predominance under Rule 52.08(b)(3) is more readily satisfied because the Court need not consider whether the "case, if tried, would present intractable management problems" such as variations in state laws. *Id.* at 620; *see In re Chinese-Manufactured Drywall Prods. Liab. Litig.*, 2017 WL

[3] The *Manual for Complex Litigation (Fourth)* reaches the same conclusion: *Amchem* does not categorically preclude certification of a mass tort personal injury . . . settlement class action. *Id.* § 22.72. Courts have accordingly approved numerous mass tort class actions. *See* Klonoff Decl. ¶ 179 (citing numerous examples).

5971622, at *14 (E.D. La. Nov. 30, 2017) ("[A]ctions can begin as a mass tort but ultimately be resolved as a class action in the settlement context because in that context, manageability concerns are alleviated.").

17. The Court is likewise unpersuaded by the Objectors' application of *Amchem* to the predominance requirement. They argue that footnote 16 of that decision, which states, "[s]ettlement, though a relevant factor, does not inevitably signal that class-action certification should be granted more readily than it would be were the case to be litigated," 521 U.S. at 620 n.16, means that the predominance inquiry is the same for litigation and settlement classes. However, that footnote is to the very paragraph that states, "[c]onfronted with a request for settlement-only class certification, a district court need not inquire where the case, if tried, would present intractable management problems." *Id.* at 620. The footnote cannot be read to override the text. And the specific sentence that the footnote follows emphasized the importance of ensuring that the class definition is proper. *Id.*

18. Accordingly, the Court must reject the contention that manageability concerns—such as differences in state law, individual causation, injury, and damage, or individual reliance—do not prevent a predominance finding under *Amchem*. *See, e.g.*, *Keil* v. *Lopez*, 862 F.3d 685, 695 (8th Cir. 2017) (approving a class settlement while noting that "it is uncertain whether, if the case proceeded to trial, this multistate class of consumers would have created 'intractable management problems' requiring the district court to decertify it"); *In re Am. Int'l Grp., Inc. Sec. Litig.*, 689 F.3d 229, 241 (2d Cir. 2012) ("With a settlement class, the manageability concerns posed by numerous individual questions . . . disappear."). 2017).

19. Here, the Court finds that the Settlement is structured to remove individual issues relating to causation, injury and damage, given that it establishes an objective and transparent

compensation framework that assigns Settlement Class Members to one of nine compensation Tiers based on objective criteria (nature of Exposure, age at diagnosis, and NHL subtype) and that the notice requirements were satisfied. Settlement Agreement § 6.6(a); Holland Prelim. Decl. ¶ 50; Seeger Decl. ¶¶ 25–26; Garretson Decl. ¶¶ 21–22." [I]ndividual issues relating to causation, injury and damage . . . disappear" where the class settlement provides for an "objective scheme of compensation" based on "objective criteria" and gives each class member a choice whether to participate in the compensation scheme with sufficient notice of what it is. *Diet Drugs*, 2000 WL 1222042 at *43.

20. Accordingly, the Court finds that common issues outweigh individual issues, and predominance is satisfied.

F. Superiority

21. Superiority requires that a class action is "superior to other available methods for the fair and efficient adjudication of the particular controversy in question." *Dale*, 204 S.W.3d at 181. Rule 52.08(b)(3) instructs the Court to consider the same factors in this inquiry as those considered in an analysis of predominance. Like the predominance requirement, this inquiry is easier to satisfy in the settlement context. *See, e.g., In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 558 (9th Cir. 2019) ("In deciding whether to certify a settlement-only class, 'a district court need not inquire whether the case, if tried, would present intractable management problems'). Each of the relevant factors supports finding that the superiority requirement is satisfied here.

22. Here, there are over 30,000 cases filed in the Missouri courts alone, and tens of thousands of individuals with Roundup Claims pending in courts around the country or subject to tolling agreements. Holland Prelim. Decl. ¶ 44. By contrast, just over 200 plaintiffs have trial dates. Seeger Decl. ¶ 51. Given the enormous volume of claims (which are concentrated in Missouri), it

is simply impossible for the vast majority of claimants to obtain a trial date in the foreseeable future. Moreover, the Settlement eliminates risks associated with continued individual litigation, an important consideration as the ability of Settlement Class Members to obtain compensation through litigation is more uncertain following the United States Supreme Court's decision in *Monsanto Co.* v. *Durnell*, 146 S. Ct. 2001 (2026). *See Amchem*, 521 U.S. at 615 (superiority ensures that class actions "achieve economies of time, effort, and expense, and promote . . . uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results"). These circumstances bear directly on each of the relevant factors.

23. First, these circumstances substantially diminish the weight of Settlement Class Members' interests in individually controlling their claims. *See* Mo. Sup. Ct. R. 52.08(b)(3)(A). Individual litigation fails to address the real-world practicalities of tens of thousands of claims—or the difficulties faced by individuals with cancer who may have to wait decades to get a trial date. For these individuals, the "control" that individual litigation supposedly offers is largely theoretical. *See* Klonoff Decl. ¶ 58. The Court also notes that Settlement Class Members who prefer to litigate their claims individually had an adequate opportunity to opt out of the Settlement Agreement.

24. Second, the extent and nature of the litigation already begun by Settlement Class Members supports superiority. *See* Mo. Sup. Ct. R. 52.08(b)(3)(B). The backlog of pending cases reinforces the conclusion that a class wide resolution is the superior method for addressing the thousands of pending cases and future claims. Klonoff Decl. ¶ 59.

25. Third, the Court finds that the concentration of Roundup litigation in the Missouri courts weighs in favor of concluding that superiority is satisfied. *See* Mo. Sup. Ct. R.

52.08(b)(3)(C) (listing as "matter[] pertinent to" evaluating superiority the "desirability or undesirability of concentrating the litigation of the claims in the particular forum"). The vast majority of the pending Roundup cases that would be addressed by the Settlement are pending in the courts of this State. *See* Holland Prelim. Decl. ¶¶ 44, 56; Seeger Decl. ¶ 51. Resolving these claims in this Court allows a single court to oversee the Settlement and its implementation, subject to the protections of Rule 52.08.

26. Consistent with other court-approved personal injury class action settlements, the Settlement addresses differences in individual circumstances and disease paths by establishing a Tier and scoring system based on reasonable objective criteria. *See* Settlement Agreement §§ 6.6, 6.10, 6.12–6.13; *see, e.g.*, *NFL*, 821 F.3d at 424 (approving a class settlement which included a tiered system tied to diagnoses as a method to distribute awards); *Deepwater Horizon*, 295 F.R.D. at 121 (approving class settlement with compensation based on a matrix). This is sufficient to satisfy the superiority requirement, particularly where the alternative is massive delay and inefficiencies in trying a large number of claims.

27. The Court therefore finds that it is in the interests of Settlement Class Members, and in the interest of judicial economy, to resolve these claims and afford Settlement Class Members the opportunity for compensation. The Court further finds that a class action settlement is superior to other methods of fair and efficient adjudication.

G. Ascertainability

28. Ascertainability is an implied requirement of class certification. *Craft* v. *Philip Morris Cos.*, 190 S.W.3d 368, 387 (Mo. App. E.D. 2005). The class must be defined in such a way that it is "administratively feasible to determine whether a given individual is a member of the class." *Id.* Here, class and subclass membership is defined based on objective criteria, namely,

whether an individual has been (i) Exposed to Roundup Products in connection with (ii) the Application of Roundup Products, and (iii) whether they have been diagnosed with NHL. Thus, it is "administratively feasible" to determine if an individual is a class member and the Settlement Class and Subclasses are ascertainable.

29. Some Objectors argue that the Settlement Class is overbroad because they claim that it includes individuals who only consumed glyphosate-contaminated food or were Exposed to Roundup Products without knowledge. They pose hypothetical situations that it claims would create uncertainty about class membership, but each one of its hypotheticals is resolved by a straightforward application of the class definition's objective criteria, which makes clear that Exposure alone does not confer Settlement Class membership. To be included in the Settlement Class, an Exposure must be in connection with the Application of Roundup Products. The class definition requires both Exposure and one of the additional qualifying criteria set forth in Section 2.1(a) of the Settlement Agreement. Persons who did not Apply, purchase, pay for, participate in, direct, or observe the Application of Roundup Products, or otherwise have reason to know of their Exposure, are excluded from the Settlement Class. In addition, Persons who would be a Settlement Class Member solely because they saw the Application of a Roundup Product but neither they nor their Representative Claimant had reason to suspect that the product in question was an herbicide are excluded from the Settlement Class. Applying these definitions clarifies any purported ambiguity as to who is a Settlement Class Member.

30. The argument that unconceived children, who could be Derivative Claimants of Settlement Class Members in the future, are unable to assess class membership is also not a barrier to approval. Class action settlements, particularly of this complexity and magnitude, may reasonably require that derivative claimants' opt-out right be dependent on the injured family

member. *See, e.g.*, *In re Phenylpropanolamine (PPA) Prods. Liab. Litig.* ("*PPA*"), 227 F.R.D. 553, 556–57 (W.D. Wash. 2004); *Diet Drugs*, 2000 WL 1222042, at *69. Nor is such a settlement class with future derivative claimants unprecedented. *See, e.g.*, *In re Nat'l Football League Players' Concussion Litig.* ("*NFL*"), 307 F.R.D. 351, 365 (E.D. Pa. 2015) (certifying classes with future derivative claimants); *see also Mullane* v. *Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 317–18 (1950) (holding that notice was adequate even though it could not be provided directly to "conjectural or future" beneficiaries of a trust whose identities could not be known).

31. The Court finds that the Settlement's class definition supplies clear, objective criteria that enable straightforward determinations of class membership and fully satisfy the requirement of ascertainability.

H. Objections to Class Certification

32. The Court has carefully considered each of the objections to class certification. Based on the totality of the filings before the Court, and the pertinent case law, the Court does not find the objections to be persuasive. Accordingly, the Court must deny the objections.

33. For the reasons stated in this Section I, the Court finds that the class certification requirements have been met and that certification is appropriate. This Final Order and Judgment certifies the Settlement Class and Subclasses under Rule 52.08 for settlement purposes only.

II. FINDINGS REGARDING THE SETTLEMENT AGREEMENT

34. If a proposed settlement class satisfies Rules 52.08(a) and (b), the Court must determine whether the settlement itself is fair, reasonable, and adequate. *See* Mo. Sup. Ct. R. 52.08(e)(2). Rule 52.08(e)(2) sets forth factors that the Court must consider in reaching a determination that a settlement is "fair, reasonable, and adequate," including 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; (iii) the terms of any proposed award of attorney fees, including timing of payment; and (iv) any agreement required to be identified under Rule 52.08(e)(3); and (D) the proposal treats class members equitably relative to each other." These factors are consistent with the factors assessed by Missouri courts prior to the adoption of the current Rule 52.08(e). *See Ring* v. *Metro. St. Louis Sewer Dist.*, 41 S.W.3d 487, 492 (Mo. App. E.D. 2000). All factors are satisfied here.

A. Adequacy of Representation

35. As discussed above, the Court finds that Class Counsel and Class Representatives have adequately represented the Settlement Class and Subclass Counsel and Subclass Representatives have adequately represented their respective Subclasses.

B. Arm's-Length Negotiations

36. The Settlement Agreement was negotiated at arm's length under the supervision of an experienced mediator, Fouad Kurdi, with the involvement of Judge Norton. Kurdi Decl. ¶¶ 4–7; Holland Decl. ¶ 8; Holland Prelim. Decl. ¶ 30; Wintner Decl. ¶¶ 6, 9–10. The "participation of an independent mediator in settlement negotiations virtually [e]nsures that the negotiations were conducted at arm's length and without collusion between the parties." *See Bert* v. *AK Steel Corp.*, 2008 WL 4693747, at *2 (S.D. Ohio Oct. 23, 2008); *see also* Final Approval of the Settlement Agreement ¶ 11, *Trentham* v. *Taste of Nature, Inc.*, No. 18PH-CV00751 (Mo. Cir. Ct. Oct. 24, 2018) (finding that settlement was negotiated at arm's length where "experienced counsel who were fully informed of the facts and circumstances of the action and of the strengths and weaknesses of their respective positions . . . engaged in extensive negotiations and formal

mediation"). The Court further finds that the Settlement was reached after the Parties engaged in hard fought arm's-length, non-collusive negotiations over a period of more than 18 months. Kurdi Decl. ¶ 4.

37. It was not improper for Monsanto to be involved in drafting or reviewing the Petition. *See Valerio* v. *Boise Cascade Corp.*, 80 F.R.D. 626, 657 (N.D. Cal. 1978) (finding it "hardly unusual for defendants' attorneys to participate in the drafting of the amended complaint that will be the basis of the settlement"), *aff'd*, 645 F.2d 699 (9th Cir. 1981); *see also City of O'Fallon* v. *CenturyLink, Inc.*, 491 S.W.3d 276, 279 (Mo. App. E.D. 2016) (describing class action settlement in which the parties "jointly moved for preliminary approval of the class settlement").

38. Nor does the simultaneous filing of the Petition and the Settlement Agreement or the corresponding fact that the Class Representatives and Monsanto did not engage in active litigation of this Petition against each other (as opposed to numerous individual cases involving Class Counsel that were or are in active litigation for an extended period) support a finding of collusion. Rather, the Court finds that the Settlement was appropriately informed by both the extensive Roundup litigation predating the Settlement and the fact that Class Counsel have significant experience in litigating Roundup claims. Holland Prelim. Decl. ¶ 4; Seeger Prelim. Decl. ¶ 10, Ex. A at 6.

39. Allegations of collusion are further contradicted by the number of Class Members who are not represented by Class Counsel who support the Settlement. The Settlement has received support from firms handling a substantial share of the unresolved Roundup litigation, including former MDL Co-Lead Counsel and several firms that opposed prior proposed Roundup class settlements. *See* Seeger Decl. ¶¶ 54, 75. At the Fairness Hearing, the Court heard from counsel at the firms of Napoli Shkolnik PLLC and Nachawati Law Group, both of which represent thousands

of claimants. *See* Tr. 50:18–52:10, 193:16–195:22. Both reported overwhelming support for the Settlement from their clients. Indeed, Napoli Shkolnik reported that, after initially opting out numerous clients, it reassessed the Settlement and more than 800 or 900 clients revoked their opt out requests, with virtually all of its clients expected to participate. *See* Tr. 51:11–20. Such support would be difficult to reconcile with a collusive settlement.

40. Finally, the Court overrules the objections claiming that the opt out procedural requirements and the fact that Occupational Claimants may receive greater recovery under the Settlement than Residential Claimants are indicative of collusion. As discussed below, both the opt out procedural requirements and the distinction between Occupational and Residential Claimants are reasonable in the context of this Settlement.

41. For the reasons described above, the Court overrules the objections claiming that the Settlement Agreement was the product of collusion.

C. Relief Afforded to the Settlement Class

42. In assessing whether the relief afforded to the Settlement Class is adequate, the Court must take 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"; (iii) "the terms of any proposed award of attorney fees, including timing of payment"; and (iv) "any agreement required to be identified under Rule 52.08(e)(3)." Mo. Sup. Ct. R. 52.08(e)(2)(C). The Court finds that each factor weighs in favor of finding that the relief afforded to the Settlement Class is adequate.

i. Size and Structure of the Settlement Fund

43. The Settlement provides for up to $7.25 billion in compensation to Settlement Class Members, distributed over a period of 17–21 (or more) years. The up to $7.25 billion Settlement

Fund here is not only more than three times the size of the 2021 $2 billion proposed Roundup settlement, *see In re Roundup Prods. Liab. Litig.*, 541 F. Supp. 3d 1004, 1008 (N.D. Cal. 2021), but it is also among the largest in the history of mass tort personal-injury class action settlements.[4] Defendant has already paid $1 billion into the Settlement Fund, a portion of which will be available immediately upon entry of this Final Order and Judgment to pay Quick-Pay Awards and Exigency Awards. The Settlement provides for an additional $5.25 billion in funding over the course of 16 years, which ensures that money will remain available to pay Awards for eligible Settlement Class Members who are diagnosed with NHL during this extended period.

44. In addition, the Settlement requires Monsanto to pay up to an additional $1 billion if there are Claimants who were Exposed to Roundup Products occupationally and have submitted valid claims that remain unpaid following the exhaustion of the Sixteenth Annual Payment or if there are insufficient funds to make Exiting Class Member Payments to Exiting Class Members who exit the Claims Program. *See* Settlement Agreement § 4.2. And any members of Subclass 2 who do not have an NHL diagnosis as of the Sixteenth Annual Payment Date are relieved from all obligations under the Settlement Agreement and will be free to bring claims in court (including for punitive damages). *See* Settlement Agreement § 8.3. The Settlement also establishes a $1 billion Security Fund.

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[4] *E.g.*, Brendan Pierson, *3M agrees to pay $6 billion in US military earplug lawsuit settlement*, REUTERS (Aug. 29, 2023), *available at* https://www.reuters.com/legal/3m-co-agrees-pay-6-billion-earplug-lawsuit-settlement-2023-08-29/ ($6.01 billion to settle "the largest mass tort litigation in U.S. history"); *Merck To Fund $4.85B Vioxx Settlement*, CBS NEWS (July 17, 2008), *available at* https://www.cbsnews.com/news/merck-to-fund-485b-vioxx-settlement/ ($4.85 billion to settle "one of the country's biggest multidistrict litigation cases"); *Diet Drugs*, 2000 WL 1222042, at *27 ($3.5 billion settlement fund).

45. The Court finds that the Award averages for individual Claimants are also fair and adequate. The Tier Averages range from $10,000 to $165,000, and Settlement Class Members may receive 20 percent more or less than the average for their Tier. *See* Settlement Agreement §§ 6.6, 6.10(c). Moreover, the average per-claim Tier-based Program Award cannot be less than $50,000 across the entire Settlement. Settlement Agreement § 6.8(b)(i).

46. In addition, over $400 million is earmarked for additional compensation to Claimants with special circumstances. Settlement Agreement §§ 6.12–6.13. In particular, the EREF permits additional awards based on significant and atypical residential Exposure, and the ECF permits additional awards based on aggravating circumstances, such as severe disfigurement, loss of organ, or death from NHL prior to age 78. *Id.*

47. The Settlement also includes mechanisms by which the Tier Averages and Program Awards can be increased (but the average Program Award can never be decreased below $50,000). In the event that the per-claim average Tier-based Program Award falls below $50,000 (*e.g.*, because there is a higher percentage of lower Tier Claimants than predicted—if, for example, there is a higher percentage of Residential Claimants vs. Occupational Claimants than predicted), all Tier Averages will be increased until this average equals $50,000. Settlement Agreement § 6.8(b)(i). Similarly, if there are fewer Subclass 2 Claimants than predicted, the Tier Averages may increase with supplemental payments also made to prior Award recipients. *Id.* § 6.8(c); Garretson Decl. ¶ 28; Tr. 18:23–19:18. It is thus possible that the Tier Averages and corresponding ranges of Awards will be higher than those set forth in the Settlement Agreement and the Settlement Class Notice, but they cannot be lower. These provisions further support the adequacy of the Settlement Fund.

48. Courts have concluded that "the possibility of punitive damages" should "'not be taken into account' when 'determining' . . . the adequacy of relief" provided by a settlement. *Leshore* v. *Bytedance Tech. Co.*, 2022 WL 888943, at *12 n.11 (N.D. Ill. Mar. 25, 2022); *see also Zepeda* v. *PayPal, Inc.*, 2017 WL 1113293, at *12 (N.D. Cal. Mar. 24, 2017) (overruling objection that "[p]laintiffs should have taken into account [d]efendants' potential exposure to punitive damages" and granting final approval); *Deepwater Horizon*, 295 F.R.D. at 155–56 (overruling objection that settlement "awards should [have] be[en] higher because [plaintiffs] would be entitled to recover punitive damages at trial"). Whether a plaintiff will succeed in obtaining punitive damages is "always speculative." *Diet Drugs*, 2000 WL 1222042, at *49 n.22. This is even more so in the Roundup litigation following *Durnell*. *See, e.g.*, *Monsanto Co.* v. *Behar*, 417 So.3d 383, 389 (Fla. Dist. Ct. App. 2025), *reh'g denied* (Aug. 15, 2025) (pre-*Durnell* decision affirming denial of punitive damages against Monsanto in Roundup litigation).

49. Some Objectors claim that the relief afforded by the Settlement is inadequate because certain individual Roundup claims have allegedly settled for more than individual Claimants will receive under the Settlement. But even if true, a settlement is not inadequate merely because individual awards may only be a fraction of what could be recovered in a litigation context. *TBK Partners*, 675 F.2d at 463–64. Objectors do not appear to account for the possibility that many Settlement Class Members could recover nothing in litigation (as evidenced by the fact that plaintiffs have lost more Roundup trials than they have won). Nor do Objectors account for the impact of *Durnell* on the future litigation and settlement value of individual Roundup cases. The Court further notes that the Parties have submitted that the settlement program overseen by the federal Roundup MDL court has resulted in average settlement values that are less than those provided under the Settlement. Seeger Decl. ¶¶ 22, 50. In addition, the Court has reviewed *in*

camera the terms of two additional settlements of Roundup Claims entered into by Monsanto during the period in which the Settlement was being negotiated. One such settlement was dated June 13, 2025, and the other was dated February 17, 2026 (none of the plaintiff firms involved being Class Counsel). The Court has reviewed the settlement amounts, the number of claimants, the per-claim average, the claims administration criteria, and all other terms of those agreements. Based on this review, the Court finds that the terms of each of the two settlements are not more favorable to claimants economically or otherwise than the terms of the Settlement Agreement approved herein, and that the two settlements have average per claim settlement amounts less than the minimum average Program Award of $50,000 and therefore redounded to the benefit of the Settlement Class.

ii. Funding Protections for Subclass 2

50. The Court next finds that the Settlement provides adequate structural protections to ensure funding for members of Subclass 2. Importantly, the Settlement includes several provisions that will protect future Claimants against the risk of fund depletion. These include annual funding for the life of the Settlement Fund, the extended funding period of up to an additional $1 billion for Remaining Occupational Claimants and Exiting Class Members, if necessary, a $1 billion Security Fund, various fraud prevention measures, the back-end exit rights, and adjustments for inflation. Settlement Agreement §§ 4.1, 4.2, 4.4, 4.6, 8.1(a)(iv). These provisions support a finding that the relief provided by the Settlement is adequate.

51. Some Objectors similarly argue that the Settlement Fund is insufficient to pay all potential Settlement Class Members because the Settlement Fund is fixed regardless of how many Subclass 2 members receive a diagnosis and file claims. The Court does not find that objection to be persuasive. Because Settlement Class Members can exit the Settlement and seek compensatory

damages in the tort system if they have received a Claim Eligibility Date but have not received an Award within five years of that date or if there are insufficient funds to satisfy their Award, they are protected in the event that there are more Subclass 2 members than projected. Settlement Agreement § 8.1(a)(i)–(iii).

iii. Costs, Risks, and Delay of Trial and Appeal

52. The Court finds that the "costs, risks, and delay of trial and appeal" weigh in favor of approving the Settlement. Mo. Sup. Ct. R. 52.08(e)(2)(C)(ii). Absent the Settlement, Roundup plaintiffs would face both uncertain legal outcomes and significant delay in prosecuting Roundup Claims.

iv. Uncertain legal outcomes

53. The United States Supreme Court's recent decision in *Monsanto Co.* v. *Durnell*, 146 S. Ct. 2001 (2026), which held that state law failure-to-warn claims are preempted by federal law, supports a finding of adequacy. Failure-to-warn claims were the principal legal theory on which Roundup litigation has been based. This is evidenced by the *Durnell* litigation itself, in which the plaintiff prevailed at trial on a failure-to-warn theory, but lost on his other claims. *See Durnell* v. *Monsanto Co.*, 707 S.W.3d 828, 831 (Mo. App. E.D. 2025) ("[J]ury returned a verdict in favor of Plaintiff on his strict liability failure to warn claim but found in favor of Monsanto on Plaintiff's strict liability defective design and negligence claims.").

54. The United States Supreme Court also made clear that its preemption holding applies to "any state tort claim that would require a pesticide manufacturer to use a label 'in addition to' or 'different from' federal requirements imposed under FIFRA." *Durnell*, 146 S. Ct. at 2014. As a result, there is uncertainty about the impact of *Durnell* on future litigation.

55. Even before *Durnell*, Monsanto had won a majority of the Roundup cases tried to verdict. Klonoff Decl. ¶ 111; Holland Prelim. Decl. ¶ 56; Seeger Prelim. Decl. ¶ 39; Seeger Decl. ¶ 51. Absent the Settlement, plaintiffs would continue to face hurdles with respect to both general and specific causation. As to general causation, whether exposure to glyphosate can cause NHL is a contested scientific question, as the United States Supreme Court observed in *Durnell*. *See Durnell*, 146 S. Ct. at 2009 ("EPA's assessment of glyphosate is shared by many other regulatory bodies around the world that have likewise concluded that glyphosate is not carcinogenic, including regulators in Canada, Australia, Japan, and the European Union."). And as to specific causation, factors such as genetics can be found to have caused a particular plaintiff's NHL.[5] There is thus "no guaranty" that any particular Settlement Class Member "would succeed or recover as much as the settlement offered them" if they "were to proceed to trial." *See Doyle* v. *Fluor Corp.*, 400 S.W.3d 316, 322 (Mo. App. E.D. 2013).

v. Delay of payment

56. The Court also finds that if Settlement Class Members were to litigate their claims, they would face a near certainty of substantial delay before they could obtain any compensation, if ever. Absent settlement, only a small fraction of plaintiffs would receive a trial date in the foreseeable future, and should litigation continue, it is possible that the Defendant could enter into a bankruptcy proceeding, delaying claims with no payment for an indeterminate number of years.

57. The Court finds that Settlement Class Members have a significant interest in receiving prompt compensation. Award recipients are diagnosed with cancer. The Settlement

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[5] *See* American Cancer Society, *Non-Hodgkin Lymphoma Risk Factors* 3 (Feb. 15, 2024), *available at* https://www.cancer.org/cancer/types/non-hodgkin-lymphoma/causes-risks-prevention/risk-factors.html; James R. Cerhan & Susan L. Slager, *Familial predisposition and genetic risk factors for lymphoma*, 126 (20) BLOOD 2265, 2266 (2015).

allows diagnosed individuals to receive prompt compensation. And for Settlement Class Members with a special need, such as an imminent loss of housing or a terminal condition making it more likely than not that they would not survive until the time they would be paid, the Settlement provides mechanisms for them to receive the full amount of their Program Awards prior to the Effective Date. Kurdi Prelim. Decl. ¶ 16; Seeger Decl. ¶¶ 36–38; Garretson Decl. ¶¶ 56–61.

58. The Court finds that the risk that Monsanto would file for bankruptcy was a real concern when the Parties negotiated the Settlement, and it would continue to be a real concern if the Settlement is rejected. Chapter 11 protection is one of the strategies corporate defendants use to address mass tort liability, as has been seen with companies like 3M, Johnson & Johnson, and Purdue Pharma.[6] Indeed, at the time of the Settlement negotiations, it was publicly reported that Monsanto was exploring a possible bankruptcy filing to resolve Roundup liability.[7] Accordingly,

[6] Dietrich Knauth, *US judge rejects 3M effort to resolve earplug lawsuits in bankruptcy*, REUTERS (June 9, 2023), https://www.reuters.com/legal/us-judge-rejects-3m-effort-resolve-earplug-lawsuits-bankruptcy-2023-06-09/; Dietrich Knauth, *Purdue Pharma dissolves in bankruptcy, names board of nonprofit successor*, REUTERS (May 1, 2026), https://www.reuters.com/legal/litigation/purdue-pharma-dissolves-bankruptcy-names-board-nonprofit-successor-2026-05-01/; Dietrich Knauth, *US judge rejects J&J's $10 billion baby powder settlement*, REUTERS (Apr. 1, 2025), https://www.reuters.com/sustainability/boards-policy-regulation/us-judge-rejects-jjs-10-billion-baby-powder-settlement-2025-04-01/; Dietrich Knauth, *J&J effort to resolve talc lawsuits in bankruptcy fails a second time*, REUTERS (July 28, 2023), https://www.reuters.com/legal/jj-effort-resolve-talc-lawsuits-bankruptcy-fails-second-time-2023-07-28/.

[7] Andrew Scurria et al., *Bayer Seeks New Roundup Settlement While Exploring Monsanto Bankruptcy*, WALL ST. J. (May 15, 2025), https://www.wsj.com/articles/bayer-seeks-new-roundup-settlement-while-exploring-monsanto-bankruptcy-35bf28de; Jeff Feeley et al., *Bayer Weighs 'Texas Two-Step' Bankruptcy Filing Over Roundup*, BLOOMBERG (Mar. 14, 2024), https://www.bloomberg.com/news/articles/2024-03-13/bayer-weighs-texas-two-step-bankruptcy-filing-over-roundup; Kim Chipman & Tarso Veloso, *Bayer Fights for Survival as Roundup Lawsuits Burn Cash*, BLOOMBERG (May 24, 2024), https://news.bloomberglaw.com/esg/bayer-ceo-calls-roundup-claims-a-risk-to-world-food-security.

the Court finds that the adequacy of the Settlement relief is supported by the risk that, absent Settlement, Monsanto could seek bankruptcy protection.

vi. Effectiveness of the Proposed Method of Distributing Relief

59. The Court finds that the proposed method for distributing relief to the Settlement Class is effective and comparable to other large mass tort settlements. Mo. Sup. Ct. R. 52.08(e)(2)(C)(ii). The Settlement provides a straightforward process for Settlement Class Members to participate. Members of Subclass 1 must register for Settlement benefits by submitting a registration form online, through email, or through U.S. mail, within 180 days of Final Court Approval. Settlement Agreement § 6.1(a). Registration is not required for members of Subclass 2, who need only submit a Claim Package within six years of a Qualifying Diagnosis. *Id.* § 6.1(a)–(b). All Settlement Class Members seeking an Award must submit a standard Claim Package. *Id.* § 6.3. The Court finds that the information required in the Claims Packages, including proof of Exposure to Roundup Products and medical records reflecting a Claimant's course of treatment for NHL, is appropriate to allow the Administrator and Allocation Special Master to assess claims and is not overly burdensome. The Court further finds that the information required for a Quick-Pay Claim Package is less burdensome and likewise appropriate. *Id.* § 6.3(c).

60. The Settlement provides that Program Awards shall be determined based on three objective factors. First, the Tier system distinguishes between Occupational Claimants (those who were Exposed to Roundup Products as a result of their employment, for example, as an agricultural worker) and Residential Claimants (those who were Exposed elsewhere, most typically through use of Roundup Products at home). *Id.* § 6.6(b)–(c). Second, the Settlement provides that those who were diagnosed at a younger age will receive higher compensation than those diagnosed at an older age. *Id.* § 6.6(a). Third, the Settlement distinguishes between Aggressive NHL and Indolent

NHL. *Id.* Those with Aggressive NHL receive higher compensation than those with Indolent NHL. *Id.*

61. These factors inform a Tier methodology composed of nine Tiers, each having an associated average Program Award amount. *Id.* §§ 6.6, 6.10–6.11. Following the determination of a Program Award, Quick-Pay Award or Exigency Award, Settlement Class Members are promptly notified of the amount of the Award. *Id.* § 6.15. For Program Awards, they are also notified of their right to request reconsideration. *Id.* Following the notice, Settlement Class Members receive prompt payment. *Id.* § 6.16.

62. Within each compensation Tier, the Settlement Agreement directs the Allocation Special Master to take into account objective factors relevant to the Settlement Class Member's individual circumstances when determining individual Awards. *Id.* § 6.10(a)–(b). The Settlement Agreement requires him to "take reasonable steps to ensure that substantially similar Claimants receive substantially similar Program Awards," and Awards must fall within 20 percent more or less than the average for each Tier. *Id.* §§ 6.6, 6.10(a)–(c).

63. As discussed above, the Settlement also accounts for the special circumstances of individual Settlement Class Members through the EREF and the ECF. Settlement Agreement §§ 6.12–6.13.

64. The Tier methodology and scoring system described above is consistent with that used in other court-approved mass-tort class action settlements. *See, e.g.*, *PFAS*, 2024 WL 1341122, at *12 (approving settlement agreement that treated "class members equitably relative to each other based on objective criteria"). The Court finds that it is an adequate methodology for distributing relief to the Settlement Class.

65. A class action settlement allocation plan "need not be, and cannot be, perfect." *In re Cendant Corp. Secs. Litig.*, 109 F. Supp. 2d 235, 272 (D.N.J. 2000), *aff'd*, 264 F.3d 201 (3d Cir. 2001). Instead, an allocation plan need only be "rationally based on legitimate considerations." *In re Domestic Air Transp. Antitrust Litig.*, 148 F.R.D. 297, 341 (N.D. Ga. 1993).

vii. Occupational vs. Residential

66. The Court finds that the distinction between Occupational Claimants and Residential Claimants is a rational and reasonable proxy for the duration and intensity of a Settlement Class Member's Exposure to Roundup Products. Garretson Decl. ¶ 22. The distinction follows from the nature of occupational use. Occupational applicators, who apply Roundup Products as part of their work, as a general matter, can be expected to have been Exposed to Roundup Products more frequently than residential users. Each occupational Exposure also tends to be more significant in duration, scale, and concentration. A landscaper or commercial applicator, for example, may apply Roundup Products daily, across multiple properties, for hours at a time and throughout a working season. Occupational applicators also measure, mix, and load agricultural concentrates formulated at substantially higher glyphosate concentrations, in the range of roughly 41% to 73%, whereas residential products may be sold pre-diluted at approximately 1% to 2% or less. *See id.* ¶¶ 22, 40 (citing EPA labels).

67. Of the Roundup cases tried to verdict, plaintiffs with occupational Exposure prevailed in three of five cases (60%), while plaintiffs with residential Exposure prevailed in just eight of nineteen cases (just over 40%). Garretson Decl. ¶ 22. As other courts have recognized, "[i]t is perfectly fair and reasonable, and indeed common and accepted, for settlement benefits to turn on the strength of class members' claims." *Deepwater Horizon*, 910 F. Supp. 2d at 948.

68. That some individual Residential Claimants may have had greater Exposure than some individual Occupational Claimants does not render the distinction unreasonable. The *NFL* settlement, for example, reduced awards for players with fewer "Eligible Seasons," even though a player with a short career could have sustained more head trauma than one with a long career. *NFL*, 307 F.R.D. at 409. The court nonetheless upheld the season count as a reasonable proxy for exposure to repetitive head trauma. *Id.* at 378, 409. Occupational status serves the same function here. In any event, the Settlement also accounts for certain Residential Claimants with significant and atypical Exposure who demonstrate more than 80 hours of Exposure on property totaling more than six acres. Such Claimants may seek a supplemental Award from the EREF. *See* Settlement Agreement § 6.13; Garretson Decl. ¶¶ 52–53.

viii. Aggressive vs. Indolent

69. The Court likewise finds that the Settlement's distinction between Aggressive NHL and Indolent NHL is reasonable. The Parties have proffered evidence that this distinction tracks the different clinical courses of the disease categories: Aggressive NHL progresses rapidly, is often fatal within months if untreated, and demands immediate, high-intensity intervention. Garretson Decl. ¶ 22. Meanwhile, Indolent NHL typically progresses more slowly, is frequently asymptomatic at diagnosis, and is often managed through active surveillance or lower-intensity therapy over an extended period. Garretson Decl. ¶ 22.

70. The Court recognizes that NHL could be sub-classified with more granularity. The World Health Organization recognizes approximately 85 subtypes of NHL. *See* Garretson Decl. ¶ 22. But the question under Rule 52.08(e)(2)(D) is not whether the Settlement adopts the most granular clinical classification available; it is whether the line the Settlement draws is a reasonable, fair, and administrable basis for allocating compensation across a Claims Program spanning many

years and a large number of Claimants. The Court finds that it is. The Indolent/Aggressive distinction is widely used to describe how quickly a lymphoma grows and spreads and how urgently and intensively it must be treated. *See* Garretson Decl. ¶ 22. The Cleveland Clinic, for example, explains that "[p]roviders classify B-cell and T-cell lymphomas as either aggressive or indolent," that "[a]ggressive [NHL] spread[s] faster than indolent [NHL]," and that "[a]ggressive NHL often requires more intensive treatment." *Id.* The American Cancer Society likewise states that "[t]ypes of NHL can also be grouped based on how fast they grow and spread," distinguishing "[i]ndolent lymphomas," which "grow and spread slowly," from "[a]ggressive lymphomas," which "grow and spread quickly" and "usually need to be treated right away." *Id.*

71. The Allocation Special Master designed and validated the underlying medical framework with the assistance of independently retained consulting physicians, including oncologists. Garretson Decl. ¶ 13. The higher Tier Averages for Aggressive NHL reasonably reflect its materially greater near-term severity. Differentiating awards on the basis of objective, medically recognized variations in disease severity is a well-accepted feature of mass-tort class settlements. *See NFL*, 307 F.R.D. at 406, 409.

72. NHL subtype (along with Exposure type and age at NHL diagnosis) governs only a Claimant's initial Tier placement. Garretson Decl. ¶¶ 22, 36. From there, the methodology adjusts each Claim Score upward for more advanced disease and for more intensive, prolonged, or invasive treatment, such as chemotherapy or radiation. *Id.* ¶¶ 36–42. In addition, Indolent Claimants are eligible for consideration for an ECF Award if they undergo a stem-cell or bone-marrow transplant, if their disease proves fatal, or if their Claim Score reaches the ceiling of their Tier. *Id.* ¶¶ 50–51. The Court therefore finds that the Indolent/Aggressive distinction is an objective, reasonable, and administrable proxy for disease severity.

ix. Initial Claimants

73. The Settlement ensures the fair treatment of Subclass 1 Claimants who had filed a Roundup Lawsuit as of February 13, 2026—defined as "Initial Claimants"—by giving them modest priority in the payment queue, granting them access to Quick-Pay Awards, and providing an upward adjustment to the Claim Score of any Initial Claimant who was deposed in a Roundup Lawsuit before February 13, 2026. Settlement Agreement §§ 1.1(98), 6.5(a), 6.11, 6.7.

74. Class Counsel "owes a duty to the class as a whole and not to any individual member of the class." *Med. & Chiropractic Clinic, Inc.* v. *Oppenheim*, 981 F.3d 983, 991 (11th Cir. 2020). The Court finds that Class Counsel's request for a uniform stay in order to preserve the $7.25 billion class-wide recovery was consistent with its duties to the class. At most, the stay imposed a uniform delay typical of many settlement approval processes. *See, e.g.*, *In re Nat'l Football League Players' Concussion Inj. Litig.* ("*NFL*"), 301 F.R.D. 191, 203–04 (E.D. Pa. 2014); *White* v. *Nat'l Football League*, 41 F.3d 402, 406–07, 409 (8th Cir. 1994); *Liles* v. *Del Campo*, 350 F.3d 742, 746–47 (8th Cir. 2003).

x. Inflation

75. The Settlement empowers the Settlement Special Master to increase the Tier Awards by up to 2.5% per year beginning with the Fifth Annual Payment. Settlement Agreement § 6.6(a). That rate tracks the Federal Reserve's target inflation rate of 2% over the longer run,[8] and it has been approved in other mass tort class action settlements. *See NFL*, 301 F.R.D. at 196 n.5 (annual inflation adjustment not to exceed 2.5%). The Court finds it appropriate for the inflation

[8] *Economy at a Glance, Board of Governors of the Federal Reserve System*, https://www.federalreserve.gov/economy-at-a-glance-inflation-pce.htm (last visited September 30, 2026).

adjustment to begin with the Fifth Annual Payment, which reflects the fact that payments in the early years are disbursed close in time to the Settlement's valuation.

xi. Derivative Claims

76. The percentage allocated to Derivative Claims—1% of the underlying award—is appropriate and is consistent with precedent. *See, e.g.*, *NFL*, 307 F.R.D. at 366 n.10 (approving class settlement under which "Derivative Claimants" were "eligible to receive up to 1% of a Retired Player's Monetary Award"). Moreover, it is common for class action personal injury settlements to fold derivative compensation into the underlying award. *See, e.g., PPA*, 227 F.R.D. at 564 (approving payment scheme that was "intended to encompass all damages stemming from one injury, direct or derivative"). The Court therefore overrules all objections regarding the treatment of Derivative Claims.

xii. Proof of Claims Requirements for Occupational Claimants

77. Requiring Claimants to substantiate their claims with documentation is a routine feature of class-settlement claims processes. *See* Manual for Complex Litigation (Fourth) § 21.66 (2004) ("Class members must usually file claim forms providing details about their claims and other information needed to administer the settlement."). Occupational status turns on two objective criteria: (a) more than 80 hours of Exposure in an agricultural, industrial, turf, or ornamental job, and (b) earning more than 50% of total income, or more than $15,000 from such work in at least one year. Settlement Agreement § 6.3(a)(xvi). The corresponding proof requirements are reasonable and sufficiently flexible. *See* Garretson Decl. ¶¶ 31–34. Exposure may be established by sworn affidavit alone. Settlement Agreement § 6.3(a)(vii)(1). For employment and income, documentation supporting a single qualifying year suffices, and the Settlement provides non-exhaustive lists of acceptable proof, rather than mandating any particular documents.

Id. § 6.3(a)(xvi)(1)–(2); Garretson Decl. ¶ 33. For Claimants whose relevant occupation ended more than ten years ago, other reasonable proof may be considered. Settlement Agreement § 6.3(a)(xvi)(4).

78. The Court finds reasonable the requirement that Subclass 2 members substantiate their NHL diagnoses with a pathology report or blood test, while Subclass 1 members may rely on another reliable medical record. *See* Allen Obj. at 7 n.3. Subclass 2 members can obtain records at or near the time of diagnosis, whereas some Subclass 1 members were diagnosed many years ago. Garretson Decl. ¶ 30. These requirements serve the interests of the Settlement Class, as they ensure that the Settlement Fund is not diluted by unsubstantiated or fraudulent claims. *See NFL*, 307 F.R.D. at 414 (claims process must be rigorous enough to deter fraud, which is the main concern where awards are large).

xiii. Terms of the Attorneys' Fee Provisions

79. The Court finds that the Settlement Agreement's terms regarding attorneys' fees support a finding that the Settlement is fair. Mo. Sup. Ct. R. 52.08(e)(2)(C)(iii). Rather than setting a specific fee or percentage, the Settlement Agreement gives this Court discretion to fashion an appropriate award. Settlement Agreement § 15.1. That includes the discretion to award a portion of the attorneys' fees to counsel other than Class Counsel who apply to the Court following Final Court Approval. *Id.* § 15.2. The Settlement also does not include a "clear sailing" provision, pursuant to which a defendant agrees not to object to the fee request of class counsel. Klonoff Decl. ¶ 102. Finally, the Settlement Agreement provides that any order or proceeding relating solely to attorneys' fees shall not terminate or otherwise affect or delay the finality of this Final Order and Judgment. Settlement Agreement § 15.8. These terms counsel in favor of the Settlement. *See, e.g., In re Resideo Techs., Inc., Sec. Litig.*, 2022 WL 872909, at *3, *6 (D. Minn. Mar. 24,

2022) (final approval where fee award was "within the discretion of the" court and "the Settlement [was] not contingent on the Court's approval of the requested attorneys' fees award").

80. The Settlement provides that attorneys' fees will be paid over several years and thus do not deplete the Settlement Fund at the outset. The length of the class payment period reflects the structure of the Settlement, which is designed to compensate Settlement Class Members who develop NHL in the coming years. It is entirely reasonable—and critical to Subclass 2—that payments to the Settlement Fund take place over an extended period of time. It does not mean that Settlement Class Members must wait two decades to be paid; Settlement Class Members receive payment as their claims are approved, and any Settlement Class Member who has not received an Award within five years of their Claim Eligibility Date may exit the Settlement. Class Counsel's fees, by contrast, compensate the significant work that has already been performed, and even so are deferred and paid out over seven years rather than up front. And the timing of fee payments "does not harm the class members in any discernible way," because "the size of the settlement fund available to the class will be the same regardless of when the attorneys get paid." *Pelzer* v. *Vassalle*, 655 F. App'x 352, 365 (6th Cir. 2016).[9]

xiv. Agreements Required to Be Identified Under Rule 52.08(e)(3)

81. Rule 52.08(e)(3) requires the identification of "any agreement made in connection with the proposal" which this Court considers in reviewing the Settlement, *see* Mo. Sup. Ct. R. 52.08(e)(2)(C)(iv). The federal Advisory Committee on Civil Rules has said that Rule 23(e)(2)(C)(iv) of the Federal Rules of Civil Procedure—the federal counterpart to Rule 52.08(e)—requires the disclosure of "undertakings that, although seemingly separate, may have

[9] The amount and allocation of fees shall be addressed in a separate order.

influenced the terms of the settlement by trading away possible advantages for the class in return for advantages for others," for instance, the representative plaintiffs or their attorneys. Fed. R. Civ. P. 23 Advisory Committee's note to 2003 amendment.

82. The Court finds that there are no agreements made in connection with the Settlement proposal that need to be identified. *See* Mo. Sup. Ct. R. 52.08(e)(3). Out of an abundance of caution, however, the Parties noted a "blow provision" in the Settlement Agreement, which gave Monsanto the option to terminate the Settlement if opt outs exceed a specified level. Settlement Agreement § 12.5. The Court finds that the blow provision does not fall within the scope of Rule 52.08(e)(3). Even if it did, the provision is not grounds to reject the Settlement. *See Hasemann* v. *Gerber Prods. Co.*, 2025 WL 2979545, at *8 (E.D.N.Y. May 2, 2025). This is because such provisions encourage settlements by ensuring defendants are not deprived of the value of finality via a settlement through a large number of opt outs. *See In re Prudential Sec. Inc. Ltd. P'ships Litig.*, 164 F.R.D. 362, 365–66 (S.D.N.Y. 1996), *aff'd sub nom.*, *In re Prudential Sec. Inc. Ltd. P'ship Litig.*, 107 F.3d 3 (2d Cir. 1996).

83. The Court has also reviewed *in camera* the terms of two settlements to resolve certain large inventories of Roundup Claims, which were entered into by the Defendant with the knowledge of Class Counsel while the Settlement Agreement was being negotiated. As set forth above, both of these settlements support the adequacy of the relief provided to the Settlement Class. The Court finds that the foregoing settlements were not required to be disclosed under Rule 52.08(e)(3), and that there are no agreements required to be so disclosed.

D. Equitable Treatment of Settlement Class Members

84. On balance, the Court finds that the Settlement Agreement treats Settlement Class Members equitably relative to each other. Settlement Class Members are compensated according

to an objective tiering system, with any compensation from the ECF or the EREF awarded according to standard and objective criteria. The Settlement Agreement also ensures that members of Subclass 2 are treated equitably to members of Subclass 1 through a long-term funding provision, requiring the Defendant to make payments for 17–21 (or more) years, benefitting future Claimants by preserving funds for them during the long funding period. In addition, an inflation adjustment to claim values ensures compensation is equitable for future Claimants. Finally, the minor timing preferences provided for Claimants who have already filed or tolled Roundup Claims as of February 13, 2026, are equitable considering that such Claimants have already been waiting for compensation, in some cases for many years, and unduly delaying payment to such Claimants would be inequitable.

E. Objections to the Court's Approval of the Settlement

85. The Court has carefully considered each of the objections to the Court's approval of the Settlement Agreement. Based on the totality of the filings before the Court, and the pertinent case law, the Court does not find the objections to be persuasive. Accordingly, the Court must deny the objections.

86. Based on the foregoing, pursuant to, and in accordance with, Rule 52.08 of the Missouri Rules, the Court hereby fully and finally approves the Settlement Agreement in its entirety and finds that the Settlement Agreement is fair, reasonable, and adequate, including with respect to each Subclass. The Court also finds that the Settlement Agreement is in the best interests of the Class Representatives and Subclass Representatives and all Settlement Class Members, including the members of the Subclasses, and is consistent and in compliance with all applicable laws and rules.

III. FINDINGS ON NOTICE, DUE PROCESS, AND PERSONAL JURISDICTION

A. Notice and Personal Jurisdiction Standard

87. To be approved, the Settlement must provide Settlement Class Members with all the procedural protections required by Missouri and federal due process and by Rule 52.08. In *Phillips Petroleum Co.* v. *Shutts*, the United States Supreme Court held that a state court has jurisdiction to approve a nationwide class settlement that "bind[s] an absent plaintiff concerning a claim for money damages" so long as the court provides "minimal procedural due process protection." 472 U.S. 797, 811–12 (1985); *see Jamison* v. *State*, 218 S.W.3d 399, 405 n.7 (Mo. banc 2007) (the Supreme Court "has treated the state and federal due process clauses as equivalent"). To provide that minimal procedural due process protection, courts must give absent class members "notice plus an opportunity to be heard and participate in the litigation"; afford "an opportunity to remove [themselves] from the class by executing and returning an 'opt out' or 'request for exclusion' form to the court"; and ensure that "named plaintiff[s] at all times adequately represent the interests of the absent class members." *Shutts*, 472 U.S. at 811–12. Where these protections are provided, a state court has personal jurisdiction over absent class members who do not opt out of the settlement even if the class members do not have minimum contacts with the state court of the sort necessary for personal jurisdiction over a defendant. *See, e.g., id.* at 811–12.

88. Rule 52.08 implements those constitutional requirements for class actions in Missouri courts. For Rule 52.08(b)(3) classes, the court must "direct to class members the best notice that is practicable under the circumstances." Mo. Sup. Ct. R. 52.08(c)(2)(B). The notice must also state "that the court will exclude from the class any member who requests exclusion." Mo. Sup. Ct. R. 52.08(c)(2)(B)(v). And the court must ensure that "the representative parties will

fairly and adequately protect the interests of the class." Mo. Sup. Ct. Rule 52.08(a)(4). The Missouri rule uses nearly identical language to the analogous provisions in Federal Rule of Civil Procedure 23. *Compare* Mo. Sup. Ct. R. 52.08(a)(4), (c)(2)(B), (c)(2)(B)(v), *with* Fed. R. Civ. P. 23(a)(4), (c)(2)(B), (c)(2)(B)(v).

89. The notice required by due process is notice that is "*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*, 339 U.S. at 314. When "interests are either conjectural or future," such that "it is not reasonably possible or practicable to give more adequate warning," forms of publication can constitute adequate notice. *Id.* at 317.

90. The Missouri Rules similarly mandate that Rule 52.08(b)(3) class members receive "the best notice that is practicable under the circumstances," Mo. Sup. Ct. R. 52.08(c)(2)(B). As both Missouri courts construing Rule 52.08(c)(2)(B) and federal courts construing the identically worded Federal Rule 23 have noted, "best notice that is practicable under the circumstances" is "coextensive [with] and substantially similar [to]" the due process standard. *DeJulius* v. *New England Health Care Emps. Pension Fund*, 429 F.3d 935, 944 (10th Cir. 2005); *see Dale*, 204 S.W.3d at 164 ("[T]he requirements of Rule 52.08 have been carefully drafted . . . to [e]nsure due process."); *Eisen* v. *Carlisle & Jacquelin*, 417 U.S. 156, 173–74 (1974) (describing how notice under Federal Rule 23(c)(2) was "designed to fulfill requirements of due process").

91. "[D]ue process requires only that a notice '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.' " *Perrigo Institutional Inv. Grp.* v. *Papa*, 150 F.4th 206, 220–21 (3d Cir. 2025); *Adams* v. *S. Farm Bureau Life Ins. Co.*, 493 F.3d 1276, 1286 (11th Cir. 2007). Missouri courts have adopted and applied this standard when assessing the sufficiency of

class-settlement notices. *See Barfield* v. *Sho-Me Power Elec. Co-op.*, 2014 WL 1955107, at *5 (W.D. Mo. May 14, 2014).

B. Adequate Notice

92. Here, notice in the form of the Settlement Class Notice was provided to Settlement Class Members pursuant to the Settlement Class Notice Plan approved in the Preliminary Approval Order. Based on the record before it, the Court finds that the Settlement Class Notice disseminated pursuant to the Settlement Class Notice Plan was implemented in accordance with the Preliminary Approval Order and constituted the best notice practicable under the circumstances. In addition, the Court concludes that the Settlement Class Notice constituted due, adequate, and sufficient notice to all persons entitled to receive notice of the Settlement Agreement and satisfied the requirements of Rule 52.08, the Missouri Constitution, the United States Constitution (including the Due Process Clause), and other applicable laws and rules.

93. Dr. Shannon R. Wheatman, a nationally recognized class action notice expert who, among other things, helped develop the plain-language model notice forms used by the Federal Judicial Center ("FJC"), designed the Settlement Class Notice Plan together with her colleagues at Signal Interactive Media, a professional notice consulting firm with extensive experience designing nationwide class-action notice programs. Declaration of Dr. Shannon Wheatman, filed as Exhibit 5 to the Preliminary Approval Motion ("Wheatman Prelim. Decl."), ¶¶ 1–3, 8–17. The Settlement Class Notice Plan was informed by demographic research concerning the affected populations, including for both occupational and residential users, and was designed to reach those groups through communication channels they were most likely to use. Wheatman Prelim. Decl. ¶¶ 18–23, 30, 45–47. The plan was also expressly intended to reach both persons already diagnosed with NHL and persons Exposed to Roundup Products who had not yet been diagnosed. Declaration

of Dr. Shannon Wheatman, filed as Exhibit 13 to the Motion ("Wheatman Decl."), ¶ 9; Wheatman Prelim. Decl. ¶ 46; Holland Decl. ¶¶ 40–41. To accomplish those goals, the Settlement Class Notice Plan incorporated multiple complementary components.

94. The Settlement Class Notice, consisting of both a short-form "Summary Notice" and a long-form "Detailed Notice," contained the information required by Rule 52.08(c)(2)(B). Both notices described the available compensation, the nature of the released claims, the right to object and the procedures for doing so, the right to opt out and the procedures for doing so, the consequences of remaining in the Settlement Class, and the Settlement Class definition. *See* Brown Decl., Exs. D, E; *see also* Wheatman Decl. ¶ 93. Both notices directed Settlement Class Members to an informational settlement website, Weedkillerclass.com and its Spanish-language equivalents, where the Detailed Notice and additional information were available, as well as a toll-free telephone number through which class members could obtain additional information in five languages. Wheatman Prelim. Decl. ¶¶ 146–53; Wheatman Decl. ¶ 90; Brown Decl. ¶¶ 9, 14.

95. Dr. Wheatman drafted both notices in plain language intended to be understood by the average Settlement Class Member. Wheatman Prelim. Decl. ¶ 146; Wheatman Decl. ¶ 90. Both notices follow the model Dr. Wheatman helped develop for the FJC, which she states has been repeatedly approved in other class action settlements. Wheatman Decl. ¶ 90. To promote accessibility, the notices were written at approximately a ninth-grade reading level in both English and Spanish. Wheatman Prelim. Decl. ¶¶ 146–53.

96. Class Counsel worked together with the Settlement Class Notice Agent to develop a Settlement Class Notice Plan tailored to the Settlement Class and specifically designed to reach both members of Subclass 1 and Subclass 2. Wheatman Decl. ¶¶ 3, 9.

97. The Court finds that the notices were specifically designed to attract the attention of members of Subclass 2, including individuals who had been Exposed to Roundup Products but had not been diagnosed with NHL. Wheatman Prelim. Decl. ¶¶ 148–49; Holland Decl. ¶¶ 40–41. For example, the headings of both the Detailed Notice and the Summary Notice prominently state: "Attention: Farmers, Landscapers, Groundskeepers, Gardeners and Others Exposed to Weed Killers." Immediately below, the notices explain that individuals diagnosed "Now or in the Future" may be eligible for compensation, and further state: "This settlement will affect you even without a cancer diagnosis — unless you exclude yourself." Brown Decl., Exs. D, E. *See also* Wheatman Prelim. Decl. ¶¶ 148–49; *id.* ¶ 156. The Court further notes that more than 25 percent of Settlement-related inquiries received by the Administrator came from members of Subclass 2. Brown Decl. ¶ 17. These are individuals who, by definition, have not been diagnosed with NHL and so had no diagnosis prompting them to seek out information about the Settlement. That they nonetheless made up more than a quarter of all inquiries demonstrates that the Notice Plan reached and engaged the exposed, but undiagnosed Settlement Class Members that it was designed to reach.

98. The Settlement Class Notice was disseminated in accordance with the Settlement Class Notice Plan. Wheatman Decl. ¶¶ 5, 96. The Plan was designed to reach Settlement Class Members repeatedly through multiple reinforcing channels, in multiple languages, and in locations where potential Settlement Class Members live, work, shop, and seek information. *Id.* ¶ 10. The Settlement Class Notice Plan included the following elements:

i. Direct Notice

99. Direct notice was provided to millions of known and potential Settlement Class Members. The Detailed Notice and a cover letter were sent to counsel for all Settlement Class Members (or directly to *pro se* litigants) with filed lawsuits against or tolling agreements with

Monsanto, Brown Decl. ¶¶ 21, 29, Wheatman Decl. ¶ 41, consistent with the Missouri rules' requirement that "individual notice" be provided "to all [class] members who can be identified through reasonable effort," Mo. Sup. Ct. R. 52.08(c)(2)(B). Further, the Summary Notice was sent directly to over 400,000 individuals whom Monsanto identified as agricultural customers. Brown Decl. ¶¶ 20, 27. In addition to the original notice program approved by the Court, notice was also emailed to approximately 8.4 million individuals identified as potential Monsanto customers. Wheatman Decl. ¶ 45.

ii. Public Media

100. The Settlement Class Notice Plan also included a robust paid and earned public-media campaign. The paid campaign included print, television, radio, billboard, and internet advertising in English, Spanish, and, for radio, certain Indigenous languages reflecting languages spoken by agricultural workers. Wheatman Decl. ¶¶ 7, 11–34, 85. People learned about the Settlement from network TV, billboards, full-page advertisements in landscaping magazines, targeted social media ads, and other modalities. The plan included both national advertisements as well as targeted local campaigns for at-risk populations based on thorough demographic research. Wheatman Decl. ¶¶ 11–34. Notice included, for example, 30- and 60-second television advertisements on national broadcast and cable networks, with scripts written at a fifth- and third-grade reading level, respectively, to ensure a wide understanding. *Id.* ¶¶ 11–14, 85, Ex. B (Television Advertisement Storyboards).

101. This paid media campaign alone reached 96.6 percent of adults age 50 and older and 90.5 percent of adults age 18 and older. *Id.* ¶ 36. This reach is assessed using the measure that the FJC recommends that courts and judges use to assess the adequacy of class notice, with a reach

of 70% to 95% recognized as "reasonable" by the FJC. *Id.* ¶ 74. A robust earned media campaign,[10] including a satellite media tour reaching an estimated audience of 16 million and resulting in over 4,000 news articles, complemented the paid media campaign. *Id.* ¶¶ 65–69.

iii. Third-Party Outreach

102. The notice program also included an extensive third-party outreach program. As part of this program, (i) over 578,000 notice packets were mailed to organizations, many selected because their members or employees may have been Exposed to Roundup Products, including farm organizations, schools and universities, golf courses, public-works departments, landscape contractors, and garden centers, Brown Decl. ¶ 19; (ii) English- and Spanish-language posters were mailed to over 32,000 farm supply, lawn-and-garden, smaller-box, and big-box retail stores, Brown Decl. ¶ 25; Wheatman Decl. ¶ 41; (iii) 486 private insurers, related entities, and governmental entities (covering approximately 98% of insured individuals in the United States) were notified of the Settlement so they could share information about the Settlement with their members, Wheatman Decl. ¶ 46; and (iv) hundreds of organizations (including 20 state and county farm bureaus) agreed to share Settlement information with their members, Wheatman Decl. ¶¶ 60–64.

iv. Grassroots Outreach

103. The Settlement Class Notice Plan also included targeted grassroots outreach designed to reach farmers, landscapers, and other workers. Wheatman Decl. ¶ 47. Bilingual canvassing teams knocked on over 100,000 doors, leaving door hangers directing individuals to

[10] Earned media, in contrast to paid media, occurs when a message is disseminated to the media without a guarantee it will appear, for example, through a press release. Wheatman Prelim. Decl. ¶ 115; Wheatman Decl. ¶ 65.

the Settlement Website, and had over 20,000 conversations about the Settlement. *Id.* ¶¶ 53, 56. In addition, teams attended hundreds of community events distributing thousands of flyers in at-risk communities. *Id.* ¶ 58. Complementing other aspects of the notice plan, canvassers emphasized the importance of the Settlement to individuals who were Exposed but not yet diagnosed. *Id.* ¶ 57.

v. Ongoing Notice

104. The Settlement provides for supplemental notice on an annual basis. This annual notice will include a continuation of the paid and earned media as well as on-ground outreach campaigns. Wheatman Prelim. Decl. ¶¶ 126–40. Notably, it will also include significant outreach through medical providers. *Id.* ¶ 132. This annual notice further ensures that Settlement Class Members who are diagnosed with NHL after the Preliminary Approval Date have adequate and sufficient notice of their rights under the Settlement.

105. Based on the record before it, the Court finds that the Settlement Class Notice was reasonably calculated to apprise Settlement Class Members of (i) the nature of the action, (ii) the Settlement Class definition, (iii) the class claims, issues and defenses, (iv) their right to enter an appearance through an attorney at the Fairness Hearing, (v) their right to opt out or object to any aspect of the Settlement Agreement, (vi) the time and manner for objecting, (vii) the time and manner for Opting Out, (viii) their right to revoke an opt out prior to entry of this Final Order and Judgment, (ix) the binding effect of the Settlement Agreement (including the Releases provided for therein) on Settlement Class Members, and (x) the intention of Class Counsel to seek attorneys' fees and costs, and Class Representative and Subclass Representative service awards, as well as the opportunity to object to such fees, costs and awards.

106. The Court finds that the Settlement Class Notice Plan, as implemented, was "the most comprehensive and far-reaching class action notice program ever implemented in the United

States." Wheatman Decl. ¶ 100. The notice program was specifically designed to "educate [Subclass 2 Members] about why the Settlement affects their legal rights now, even though any claim for payment depends on a diagnosis that may be years away." Wheatman Decl. ¶ 80; *see also id.* ¶ 98. The record further reflects that the campaign took "steps that go far beyond standard practice" to ensure that Settlement Class Members, including individuals who may not read or speak English, were informed of their rights under the Settlement. *Id.* ¶ 85. The notice program also incorporated lessons learned from prior Roundup class settlement proceedings and was modified accordingly. *Id.* ¶¶ 83–84.

107. Based on the record before it, the Court finds that the Settlement Class Notice Plan was "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them the opportunity to present their objections." *Mullane*, 339 U.S. at 314. The Court therefore concludes that the notice provided to the Settlement Class satisfies the requirements of due process. It accurately informed Settlement Class Members of a then-pending litigation risk. The purpose of class notice is to provide information that a reasonable person would consider material in deciding whether to remain in the class or opt out, including information concerning litigation risks. *See Perrigo*, 150 F.4th at 220–21; *Barfield*, 2014 WL 1955107, at *5. At the same time, notice is not rendered inadequate or misleading simply because it does not predict future events with precision. *See In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 946 (9th Cir. 2015) (explaining that notice need not provide an "exact forecast" of future developments). To the contrary, courts have previously approved settlement notices that describe litigation risks in conditional terms. *See In re BP p.l.c. Secs. Litig.*, 2016 WL 7668474, at *15 (S.D. Tex. Nov. 4, 2016) (approving notice stating that continued litigation "could result in no recovery at all, or a recovery that is less than the amount of the Settlement"); *In re Wireless Facilities, Inc.*

Secs. Litig., 253 F.R.D. 630, 641 (S.D. Cal. 2008) (approving notice stating that continuing litigation "could have resulted in dismissal or loss at trial or on appeal"); *In re ECOtality, Inc. Secs. Litig.* 2015 WL 12942494, at *6 (N.D. Cal. Mar. 6, 2015) (approving notice stating that continued litigation could have resulted in dismissal of claims).

108. Similarly, here, the Detailed Notice disclosed that the Supreme Court was considering a case that could result in the dismissal of many claims and expressly framed that possibility in conditional terms. The subsequent developments in the litigation were consistent with the risk described in the notice, with the Supreme Court holding, after the close of the Opt Out Period, that state-law failure-to-warn claims are preempted under federal law.

109. Moreover, the use of qualified language such as "could" to describe uncertain litigation outcomes is commonplace and reflects the inherently contingent nature of litigation risk. The Court therefore rejects the suggestion that the notice was misleading because it did not describe every potential limitation on the consequences of a *Durnell* ruling favorable to Monsanto. The relevant inquiry is whether the notice fairly apprised Settlement Class Members of a material litigation risk, not whether it provided an exhaustive legal analysis. *See Perrigo*, 150 F.4th at 220–21.

110. The Court further finds that the description of litigation risk contained in the notice is consistent with notice language approved in other class action settlements. *See In re Wireless Facilities, Inc. Secs. Litig.*, 253 F.R.D. at 641; *In re ECOtality, Inc. Secs. Litig.*, 2015 WL 12942494, at *6.

111. The notice's reference to the risk of bankruptcy was not improper, as such a risk constituted information that a reasonable Settlement Class Member could consider material in deciding whether to remain in the Settlement Class or opt out and pursue individual litigation. *See,*

e.g., Perrigo, 150 F.4th at 220–21; *Barfield*, 2014 WL 1955107, at *5. Numerous courts have recognized that the possibility of bankruptcy may be a relevant factor weighing in favor of settlement. *See, e.g.*, *Torrisi* v. *Tucson Elec. Power Co.*, 8 F.3d 1370, 1376 (9th Cir. 1993); *Hester* v. *Vision Airlines, Inc.*, 2014 WL 3547643, at *9 (D. Nev. July 17, 2014). The Court finds that the reference to potential bankruptcy and its possible impact on the timing and amount of recoveries was an appropriate element of the notice.

112. Further, the notice's description of the bankruptcy risk was not misleading. Notice is not rendered inadequate merely because it discusses a contingent future risk that may or may not ultimately materialize. Courts have recognized that class notice need not provide "an exact forecast" of future developments, *In re Online DVD-Rental*, 779 F.3d at 946, and can instead describe litigation risks in conditional terms. As with the litigation risk from *Durnell*, the notice employed conditional language, advising Settlement Class Members only that Monsanto's financial condition "could" lead to bankruptcy and that bankruptcy, if it occurred, "could" affect the timing or amount of recoveries. Such qualified language accurately conveyed the contingent nature of the risk and did not represent that bankruptcy was certain or even probable.

113. Moreover, the Court finds that the disclosure of potential bankruptcy risk was supported by the record available at the time notice was disseminated. The record reflects that Monsanto faced substantial ongoing litigation exposure arising from tens of thousands of Roundup-related claims. Settlement Agreement at 1; Seeger Decl. ¶ 51. The record further reflects that Class Counsel evaluated Monsanto's financial condition and ability to satisfy future liabilities, and that those issues were among the considerations informing the settlement negotiations. Seeger Decl. ¶ 52; Holland Decl. ¶¶ 10, 22–23; Kurdi Prelim. Decl. ¶ 10.

114. The Court also notes the evidence presented by the mediator concerning the Defendant's financial condition and the Parties' evaluation of ability-to-pay issues. *See* Kurdi Prelim. Decl. ¶¶ 9–10. The Court finds that those considerations further support the conclusion that the notice's identification of bankruptcy risk was grounded in the record and appropriate. *Mullane*, 339 U.S. at 314. The Court therefore concludes that the notice provided to the Settlement Class satisfies the requirements of due process.

vi. Relief for Settlement Class Members

115. The Detailed Notice explained the compensation framework, including the applicable payment Tiers, the Tier Averages, the minimum Program Award for each Tier, the factors considered in determining individual Awards, and the possibility that Awards may be above or below the applicable Tier Average. Brown Decl., Ex. E (Detailed Notice) at 11–13; Wheatman Decl. ¶ 87. The Court finds that the notice adequately described both the baseline compensation structure and the factors that could affect individual recoveries. The notice similarly described the Quick-Pay program as well as the circumstances that may lead to additional compensation through the ECF and the EREF. Brown Decl., Ex. E (Detailed Notice) at 12–13.

116. Due process and Rule 52.08 do not require the notice to calculate and disclose the precise amount that any individual class member ultimately may receive. *See In re Online DVD-Rental*, 779 F.3d at 946; *Burnett* v. *Nat'l Ass'n of Realtors*, 2024 WL 2842222, at *8 (W.D. Mo. May 9, 2024). Accordingly, the Court finds that the notice adequately informed Settlement Class Members of the nature and calculation of the relief available under the Settlement.

vii. Relationship Between Counsel and Class Members

117. The notice expressly advised Settlement Class Members that individuals who had retained separate counsel retained the option to seek compensation through the Settlement or to

opt out. Brown Decl., Ex. E (Detailed Notice) at 20. In addition, the record reflects that notice directed to individuals known to be represented was sent through their counsel. Wheatman Decl. ¶ 77; Brown Decl. ¶ 29. The Court finds that the notice accurately described the role of Class Counsel and adequately informed Settlement Class Members regarding their options with respect to separate legal representation.

118. The Court finds that the notice constituted a court-approved procedural communication designed to explain Settlement Class Members' rights and options. Moreover, neither Rule 52.08 nor due process requires that every potential financial arrangement affecting counsel be disclosed in a class notice. Rather, the governing inquiry remains whether the notice was reasonably calculated to apprise interested parties of the action and their rights. *Mullane*, 339 U.S. at 314–15; *Petrovic*, 200 F.3d at 1152–53.

viii. Lack of Injunctive Relief

119. The Settlement provides monetary relief that is adequately described in the Notice. The Court is unaware of authority requiring a class notice to identify every form of relief that is *not* included in a settlement. Settlement Class Members seeking forms of relief other than those available through the Settlement had the opportunity to exclude themselves from the Settlement Class and pursue individual litigation. Moreover, the United States Supreme Court has now made clear in *Durnell*, that Monsanto is prohibited by federal law from providing the warning that certain Objectors seek. The Court finds that the notice adequately informed Settlement Class Members regarding the nature of the relief being provided.

ix. Effect of Medical Liens on Settlement Relief

120. The Detailed Notice expressly advised Settlement Class Members that insurers who paid for NHL treatment might seek reimbursement from any award and that such reimbursement

could reduce or delay the payment received. Brown Decl., Ex. E (Detailed Notice) at 13. The Court finds that this disclosure adequately informed Settlement Class Members of the potential existence and effect of liens. The Court further finds that providing substantially greater detail was not reasonably practicable given the individualized nature of potential lien claims and the variation among insurers, statutes, and reimbursement rights.

x. Television Commercials

121. The record reflects that the purpose of the television advertisements was to direct potential Settlement Class Members to the Settlement Website and Detailed Notice, which contained detailed information concerning the Settlement. Wheatman Decl. ¶ 91. The advertisements formed only one component of a broader, multi-channel notice campaign. Wheatman Decl. ¶ 72. The Court further finds it reasonable that the advertisements did not include the specific opt out deadline. Wheatman Decl. ¶ 92.

122. For the foregoing reasons, the Court concludes that the objections to the contents of the notice are without merit. Class members are not expected to rely on notice as a "complete source of settlement information." *Grunin* v. *Int'l House of Pancakes*, 513 F.2d 114, 122 (8th Cir. 1975). Rather, the applicable standard is whether the notice "satisf[ies] the 'broad "reasonableness" standards imposed by due process,' "—regardless of whether any term in a notice could have been described slightly better. *Petrovic*, 200 F.3d at 1153. The Court finds that the Settlement Class Notice adequately apprised Settlement Class Members of the Settlement in a way that allowed them to make an informed decision, which is what due process requires.

xi. Reach of Notice

123. Certain Objectors contend that the Settlement Class Notice Plan did not provide timely individual notice to all Settlement Class Members who could be identified through

reasonable efforts. The Court finds that the record does not support this objection. The record reflects that Detailed Notices and cover letters were provided to counsel representing individuals with pending lawsuits or tolling agreements, that Summary Notices were sent to more than 400,000 identified agricultural customers, and that notice was provided through multiple additional channels, including email notice directed to approximately 8.4 million potential Monsanto customers. Brown Decl. ¶¶ 20–22, 26–29; Wheatman Decl. ¶¶ 41–45.

124. Other Objectors identify certain individuals whom they contend did not receive individual notice. The Court finds that isolated instances of nonreceipt do not undermine the adequacy of an otherwise comprehensive notice program. Rule 52.08 and due process require notice reasonably calculated to reach class members through reasonable efforts, not perfect notice in every instance. *Mullane*, 339 U.S. at 317; *Grunin*, 513 F.2d at 121 (approving notice procedure where one-third of class members were not reached by mailing and there was no supplemental notice via publication); *State of West Virginia* v. *Chas. Pfizer & Co.*, 440 F.2d 1079, 1090–91 (2d Cir. 1971)." Courts routinely have approved notice procedures without particular regard to the number of individuals who claimed they did not receive notice," so "the fact that notice did not reach some class members, while unfortunate, does not alter the fact that such efforts constituted the best notice practicable." *In re Prudential Ins. Co. of Am. Sales Pracs. Litig.*, 177 F.R.D. 216, 234 (D.N.J. 1997). Even if some Settlement Class Members did not receive individual notice, the Court still finds that "the mode of dissemination of notice in this case was reasonably calculated to provide notice to the identifiable class members. That some class members may not have received notice evidences only that the extensive notice plan was not perfect. Due process when viewed through the lens of objectivity does not require perfection." *See id.*

xii. Timing of Notice Plan

125. Certain Objectors contend that notice directed to counsel for Settlement Class Members beginning on April 13, 2026 did not provide sufficient time for those Class Members to evaluate the Settlement and exercise their rights. The Court is not persuaded by this objection. The Settlement Class Members identified by the Objectors are represented by counsel, and the Settlement was publicly announced, widely reported, and preliminarily approved well before April 13, 2026. It is difficult to credit that counsel actively representing clients with Roundup-related claims were unaware of the Settlement until that date. But even assuming that April 13, 2026 represented the earliest date on which certain represented Settlement Class Members received notice, those individuals nevertheless had approximately 50 days thereafter to review the Settlement and determine whether to remain in or exclude themselves from the Settlement Class. The Court finds that period sufficient and consistent with notice periods approved in other class action settlements. *See, e.g.*, *City of O'Fallon*, 491 S.W.3d at 279 (noting preliminary approval of a settlement that afforded class members 45 days to opt out); Am. Prelim. Approval Order ¶ 15, *Hayes* v. *Integrity Land Title Co.*, No. 11SL-CC01429 (Mo. Cir. Ct. Feb. 14, 2013) (granting preliminary approval with an approximately 45-day opt-out period); *see also NFL*, 301 F.R.D. at 203 ("It is well-settled that between 30 and 60 days is sufficient to allow class members to make their decisions to accept the settlement, object, or exclude themselves.").

126. Moreover, the record reflects that publication notice began before the dissemination of counsel-directed notice. A global press release was issued on March 9, 2026, which was distributed on PR Newswire's Premier Global news circuit plus U.S. bilingual (including English and Spanish), reaching traditional media outlets (television, radio, newspapers, magazines) and news websites across 170 countries and 18 languages. Wheatman Decl. ¶ 66. The press release

generated 1,653 pickups of its full text. *Id.* Notices in trade publications and newspapers were published beginning March 20 and 24, 2026, respectively, while banner, search, and social media advertising campaigns also commenced in March 2026. Wheatman Decl. ¶¶ 24–25, 28, 66. In addition, on-the-ground outreach efforts began on March 27, 2026. *Id.* ¶ 47. The Court therefore finds that Settlement Class Members were afforded ample opportunity to become aware of the Settlement, review its terms, and make informed decisions regarding their participation even before receiving notice through counsel.

127. For the foregoing reasons, the Court overrules the objections directed to the Settlement Class Notice and concludes that the Settlement Class Notice Plan satisfied the requirements of Rule 52.08 and federal and Missouri due process. The Court further finds that the Settlement Class Notice contained the information necessary to permit Settlement Class Members to evaluate the Settlement and make informed decisions concerning their rights. The notice was reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them the opportunity to present objections. *See Mullane*, 339 U.S. at 314.

C. Opt Out Process

128. The Court adopts the provisions of the Special Master's Report & Recommendation dated September 4, 2026 regarding challenges to the opt out procedures, except as to the individuals excepted in the Court's Order filed on November 20, 2026.

129. The Court also finds that the Preliminary Approval Order and Settlement Agreement clearly outlined the steps for a class member to opt out of the proposed settlement. Moreover, the Court finds that the requirements were stated clearly in the Settlement Class Notice, and the steps required to opt out were explained in detail in the instructions on the Settlement

Website. *See* Brown Decl., Ex. E (Detailed Notice) at 15–16; *id.* § 32; *id.*, Ex. P (Opt out Instructions).

130. The opt-out requirements were reasonable and designed to ensure that each request for exclusion is from someone who (1) is, in fact, a Settlement Class Member and (2) made an individual, considered decision to be excluded from the Settlement Class. To enforce those standards, the opt-out requirements included a personal, wet-ink signature of the Settlement Class Member, basic identifying information (*e.g.*, name, address, email), proof of identification (*e.g.*, driver's license), a statement that the person was Exposed to Roundup Products, and, if already diagnosed with NHL, the date of diagnosis. *See* Preliminary Approval Order ¶¶ 25–26; Settlement Agreement § 12.2(b). Further, all Settlement Class Members who submitted an opt out request that had deficiencies were given an opportunity to cure those deficiencies, and those whose opt outs were deemed invalid by the Administrator received further opportunity to cure, as well as an opportunity to fully and fairly contest the invalidity. Specifically, during the Opt Out Period, the Administrator (working with the Parties) developed a courtesy deficiency notice process to further ensure that Settlement Class Members had a fair opportunity to opt out. *See* Brown Decl. ¶ 33. Under that process, the Administrator provided a courtesy deficiency notice to opt out requests, which appeared on initial review to be incomplete or potentially invalid. *Id.* And the Administrator accepted cures of these deficiencies where provided. The Court finds that this process went beyond what is typical for class actions.

131. On July 13, 2026, the Court entered an Order Regarding the Opt Out Process which set a deadline of July 17 for the Administrator to provide notice to each person whose opt out request had been deemed invalid, as well as the "basis for that determination." Opt Out Order ¶ 1. Settlement Class Members who received such notices of invalidity were then given until July 29

to challenge the Administrator's determination. *Id.* ¶ 2. During this period, the Administrator continued to accept cures, and many invalidity notices were resolved in this way. In sum, the process fully protected the right of individuals to opt out.

132. Due process requires only that class members have the opportunity to "execut[e] and retur[n] an 'opt out' or 'request for exclusion' form to the court," *Shutts*, 472 U.S. at 812. There is nothing unduly burdensome in the opt out procedures in requiring Class Members to confirm their identity and their membership in the Settlement Class, especially where no formal notarization or sworn statement to the same effect was required, or in permitting the Parties to challenge noncompliant opt outs. Brown Decl., Ex. E (Detailed Notice) at 16–17; Settlement Agreement § 12.2(b); *see* R&R Regarding Challenges to opt out Invalidity Determinations (Sept. 4, 2026) at 6. Here, the opt out requirements were engineered to deter fraud and to "ensure that a Class Member's decision to opt out of the settlement is an informed and individual decision." *Id.* at 7. Each of these requirements is well supported in the case law:

a. Requiring individuals seeking to opt out to provide information confirming their identity and class status. *Compare In re PPA*, 227 F.R.D., Ex. A § 3.4 (requiring that class members submit a signed written letter with contact information, "date of ingestion" of a drug, and "the type of injury alleged"); *In re Sulzer Hip Prosthesis & Knee Prosthesis Liab. Litig.*, 2002 WL 31472781, at *21 (N.D. Ohio June 19, 2002) (similar); *Uniformed Sanitationmen's Ass'n Comp. Accrual Fund* v. *Equinix, Inc.*, No. 3:24-cv-02656-VC (N.D.

Cal. Sep. 4, 2025), Doc. 112, at 9 (similar, for information about stock ownership and transactions), *with* Settlement Agreement § 12.2(b).

b. Requiring that opt outs be effectuated with wet-ink signatures. *Compare Deepwater Horizon*, 2021 WL 3501651, at *2–3 (5th Cir. Aug. 9, 2021) (per curiam), *with* Settlement Agreement §§ 1.1(87), 12.2.

c. Allowing challenges to the validity or timeliness of opt outs. *Compare In re Auto. Parts Antitrust Litig.*, 2016 WL 8200513, at *1, 11 (E.D. Mich. Oct. 7, 2016), *with* Settlement Agreement § 12.2(f).

133. The Court thus finds that the Settlement's opt out procedures appropriately ensure that individuals who attempted to "opt out" were indeed Settlement Class Members and opted out properly, which only inures to the benefit of the Settlement Class. *See, e.g.*, Settlement Agreement §§ 5.1–5.2, 5.4. And as Judge Norton aptly stated: "The arguments presented across the various challenges fail to provide a compelling justification for noncompliance with the approved procedures ordered by the Court and established by the Settlement Agreement's opt out requirements." R&R Regarding Challenges to Opt Out Invalidity Determinations (Sep. 4, 2026) at 7.

134. The provisions of the Settlement that give Monsanto credits against its payment obligations if there are 650 or more opt outs reflect the commonplace notion that, if a substantial number of class members opt out, that impacts the value of the Settlement to Monsanto. Such reduction provisions in case of opt outs above an agreed-upon threshold are common. *See, e.g.*, *In re WorldCom, Inc. Secs. Litig.*, 2004 WL 2591402, at *11 (S.D.N.Y. Nov. 12, 2004) (overruling an objection raised to a provision that reduced the settlement fund if opt outs exceeded a fixed threshold); *Freeman* v. *Zillow, Inc.*, 2017 WL 11957775, at *2 (C.D. Cal. Oct. 3, 2017) (granting

final approval of class settlement providing that "[t]he gross settlement fund shall be reduced by a *pro rata* amount for each class member who opts out of the Settlement Agreement").

135. The Court has sustained the objections of three individuals, as discussed in the Court's Order dated November 20, 2026, and finds that the listed individuals had valid and excusable reasons for submitted their opt outs after the deadline. With regard to these individuals and these individuals only the Court reverses the recommendation of the Special Master and grants these three individuals the right to opt out of the Settlement.

136. In sum, all members of Subclass 1 and Subclass 2, including Derivative Claimants, received constitutionally adequate notice and opportunity to exclude themselves during the Opt Out Period.

D. Opportunity to Be Heard

137. The Court further finds that the objection requirements were reasonable. Objectors were required to file a detailed statement of objections "and the specific reasons for them, including any evidence or legal authority" with the Court, along with the objector's printed name, address, and telephone number, "[p]roof of [their] exposure to Roundup Products (specifying if it was occupational or residential)" and, for Subclass 1 members, "proof of [the objector's] qualifying diagnosis and the date it was made," a "statement certifying that [the objector] ha[s] read the objection and agree[s] with it," and "[a] list of all prior class action objections [the objector] (or [their] lawyer) have made in any court" with the "case name, case number, court, and date for each prior objection." Brown Decl., Ex. E (Detailed Notice) at 21–22. Objectors were also required to sign their objections personally in wet ink. *Id.* Finally, if an Objector was represented by counsel who wished to file the objection on their behalf, their attorney was required to file a notice of appearance by the objection deadline as well as 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." *Id.*

138. These requirements were designed to confirm that an objector was in fact a Settlement Class Member, the only category of persons entitled to object to the Settlement, *see* Mo. Sup. Ct. R. 52.08(e)(5), and to ensure that objections accurately reflected the views of the individuals on whose behalf they were submitted. Requiring Objectors to provide information establishing class membership, sign their objections, and affirm their agreement with the contents thereof imposed only modest and appropriate requirements. *See* 4 *Newberg and Rubenstein on Class Actions* § 13:30 (6th ed.) (standard objection procedures require, among other things, proof of membership, history of objection to other settlements, and objector's signature). Likewise, the Settlement reasonably provided that a person could not simultaneously object to the Settlement and request exclusion from it, as those positions are mutually exclusive. *See City of O'Fallon*, 491 S.W.3d at 280.

139. The Court rejects certain Objectors' contention that due process required an opportunity for discovery or cross-examination. As an initial matter, the Court notes that none of the Objectors made any motion seeking discovery of the Parties or anyone else. Although on September 18, 2026, after the Fairness Hearing, the Arzaga Objectors filed certain correspondence they had with the Parties concerning discovery (Objectors' Second Supplement to Brief in Support of Objections to Proposed Class Action Settlement (September 18, 2026)), neither they nor any other Objector made a motion at any time during the six months between the issuance of the Preliminary Approval Order and the Fairness Hearing. Even if they had, however, neither Rule 52.08 nor due process entitles objectors, as a matter of course, to discovery concerning a proposed class settlement. Rather, the law requires only a meaningful opportunity to be heard. *See Doyle*,

400 S.W.3d at 325 n.8 ("While objectors are entitled to meaningful participation and leave to be heard, they are not automatically entitled to discovery or to question and debate every provision of the proposed compromise."); *see also Bachman* v. *A.G. Edwards, Inc.*, 344 S.W.3d 260, 265 n.4 (Mo. App. E.D. 2011) (finding no abuse of discretion where trial court denied an objector's request for discovery). The Court finds that Settlement Class Members were afforded a full and fair opportunity to present their objections and be heard regarding the Settlement.

E. Due Process Objections Regarding Subclass 2

i. Adequate Notice to Subclass 2 Members

140. Certain Objectors argue that the Settlement's inclusion of Subclass 2 is inconsistent with due process principles discussed in *Amchem Products, Inc.* v. *Windsor*, 521 U.S. 591 (1997). Other Objections amount to an argument that a Settlement Class can never include future claimants. The Court is not persuaded by these objections. The Supreme Court in *Amchem* did not hold that settlement classes may never include persons whose injuries have not yet manifested. Rather, the Court emphasized the need for appropriate "structural assurance[s]" designed to protect the interests of future claimants and expressly reserved the question whether adequate notice could be provided to the particular "unselfconscious and amorphous" exposure-only class at issue in that case. 521 U.S. at 627–28.

141. Since *Amchem*, courts have repeatedly approved settlements that include persons whose injuries had not yet manifested where appropriate procedural protections were provided. *See, e.g.*, *Juris* v. *Inamed Corp.*, 685 F.3d 1294, 1304, 1323–27 (11th Cir. 2012); *NFL*, 821 F.3d at 425, 432; *Diet Drugs*, 2000 WL 1222042, at *20, *49, *54–55; *Deepwater Horizon*, 295 F.R.D. at 120–21, 125, 140, 161. The Court finds that this Settlement incorporates the types of protections found in those decisions to address the need for structural assurances articulated in *Amchem*. Here,

the Parties made use of Subclasses throughout, including at the negotiation stage. The Settlement Class is limited to persons who had reason to know of their Exposure. Notice was tailored to alert members of Subclass 2 that the Settlement would affect them, and notice will be ongoing throughout the Settlement term. All Settlement Class Members had the opportunity to opt out at the front end. And members of Subclass 2 are afforded an additional back-end exit right following diagnosis. *See* Settlement Agreement §§ 2.1(a), 6.17, 8.1–8.3.

142. Certain Objectors further contend that this case is distinguishable from *In re NFL* and *Deepwater Horizon* because class members in those matters allegedly had greater reason to know that they might suffer a future condition than members of Subclass 2 here. The Court does not agree. The settlement at issue in *NFL* involved more than 20,000 retired NFL players. 821 F.3d at 425. The subclass of undiagnosed players consisted of individuals who knew they had been exposed to a circumstance that potentially could lead to future diagnosis, even though they did not yet know whether a diagnosis would develop or have any symptoms whatsoever. Likewise, the settlement in *Deepwater Horizon* encompassed tens of thousands of individuals who had reason to know that they had been exposed to the oil spill because they were either clean-up workers or lived in designated zones, regardless of whether they had manifested a condition. 295 F.R.D. at 119–21, 140.

143. The Court finds that Subclass 2 here is comparable to the classes at issue in those cases and distinguishable from the amorphous exposure-only class in *Amchem*. Members of Subclass 2 constitute a defined group of individuals who had reason to know of their exposure to a Roundup Product. The record further reflects that the Settlement Class Notice Plan was specifically designed to inform such individuals of their rights, and will continue to inform them of their rights, including their back-end exit right, on an annual basis. By contrast, the exposure-

only class discussed in *Amchem* included persons who may not have been aware of their exposure at all, including because the settlement there involved dozens of asbestos-containing products as wide-ranging as building materials, automotive parts, and even hair dryers and manufactured by one or more of 20 defendants. 521 U.S. at 597, 600. Accordingly, the Court concludes that the circumstances presented here more closely resemble those discussed in *NFL* and *Deepwater Horizon* than those considered in *Amchem*.

144. Certain Objectors also argue that potential members of Subclass 2 could not reasonably determine whether they belonged to the class or receive adequate notice. The Court is not persuaded by this objection. Subclass 2 is defined by objective criteria set forth in the Settlement Agreement, including: (i) Exposure (as defined in the Settlement Agreement, in connection with Application) to a Roundup Product; (ii) reason to know of that Exposure as defined by the Settlement Agreement; and (iii) the absence of an NHL diagnosis as of the Preliminary Approval Date. Unlike the exposure-only class discussed in *Amchem*, which included persons who "may not even know of their exposure," 521 U.S. at 628, Subclass 2 is limited to individuals who had reason to know of their Exposure.

145. The Court finds that the Settlement Class Notice Plan was specifically designed to reach persons who had been Exposed but had not yet been diagnosed with NHL.

ii. Back End Right

146. In addition, the Court finds that the back-end exit right the Settlement affords to Subclass 2 members supplies a further reason why those members receive adequate notice and due process. They are provided further notice and a further right to decline to participate in the Settlement *after* their NHL is diagnosed and *after* they know of their proposed Award. All Subclass 2 members can thus make an independent decision at that time whether to take the Award offered

to them or sue in the tort system for full compensatory damages. The Settlement thus gives these class members exactly what the Objectors seek. Courts have held that back-end rights of this nature obviate any notice or due process concerns about inclusion of futures in class settlements. *See, e.g.*, *Diet Drugs*, 2000 WL 1222042 at *20, *55; *Deepwater Horizon*, 295 F.R.D. at 125; *see also Amchem*, 521 U.S. at 627 (highlighting that a problem with that settlement was that it permitted "only a few claimants per year [to] opt out at the back end").

147. Some Objectors also challenge the procedures governing the exercise of the back-end exit opportunity. The Court is not persuaded that these procedures raise due process concerns. Among other considerations, the procedures impose only a limited burden on participating claimants. To reject an Award and thereby exit the class, a Subclass 2 Claimant must timely seek reconsideration of the initial Award determination and, if dissatisfied with the Settlement Special Master's resolution of that request, submit an "Award Rejection" form. Settlement Agreement § 6.17. These procedures are materially different from the back-end exit mechanism criticized in *Ortiz*, which required claimants to "exhaust a variety of alternative dispute mechanisms," limited future litigation to actions against the settlement trust rather than the defendant, imposed damages caps, and contemplated payment of damages over a five-to-ten-year period. 527 U.S. at 847 n.23. Indeed, the Allen Objectors even acknowledge that the procedures here represent "improvements" over those considered in *Ortiz*. Nor can these procedures be deemed an impermissible burden on these Settlement Class Members' right to litigate. *See, e.g.*, *Deepwater Horizon*, 295 F.R.D. at 125 (back-end litigation option required parties to attempt mediation before claimants could file a lawsuit). Courts regularly require plaintiffs to go through dispute resolution processes before they can proceed with their claims. *See* St. Louis City Circuit Ct. Local R. 38.4 ("The judge before whom the case is pending may enter an order of referral [to mediation] at such time as the judge

deems appropriate."); E.D. Mo. Local R. 6.01 ("The Court, on its own motion . . . may refer appropriate civil cases to Alternative Dispute Resolution (ADR): mediation or early neutral evaluation."); *Nick* v. *Morgan's Foods, Inc.*, 270 F.3d 590, 597 (8th Cir. 2001) (affirming award of sanctions for "lack of good faith participation in the [court-ordered] ADR process"); Order re: Mediation, *In re Nat'l Football League Players' Concussion Injury Litig.*, No. 12-md-2323 at *1 (E.D. Pa. July 8, 2013) (ordering mediation).

148. Some Objectors further contend that no such procedures may permissibly precede a claimant's decision to exit the class. According to these Objectors, because Exiting Class Members must "undergo . . . additional procedures" before exiting, they are "not on the same footing as they would have been if they currently had the information necessary to choose whether to pursue their day in court." *Id.* The Court does not find this argument persuasive. Acceptance of that position would effectively preclude all class settlements that include future claimants. The governing authorities do not compel that result.

149. Certain Objectors further contend that the Settlement is unconstitutional because it includes derivative claims of future spouses or children whose relationship with a primary Settlement Class Member had not yet arisen. As explained above, courts have rejected similar due process challenges involving future derivative claimants. *See, e.g.*, *NFL*, 821 F.3d at 435–36 (holding notice adequate where the class included future spouses and children); *see also Mullane*, 339 U.S. at 317–18 (not "unreasonable . . . to dispense with more certain notice to those beneficiaries whose interests are either conjectural or future"). The Court therefore concludes that inclusion of such derivative claims does not render the Settlement inconsistent with due process. Certain Objectors challenge the Settlement Agreement's limitation on punitive damages in connection with the back-end exit right. The Court is not persuaded by this objection. As an initial

matter, the Court finds that the availability of punitive damages in future Roundup litigation is highly uncertain, particularly in light of the United States Supreme Court's ruling in *Durnell*. In addition, entitlement to punitive damages is not a personal property right protected in the manner suggested by Objectors. *See, e.g.*, *State Farm Mut. Auto. Ins. Co.* v. *Campbell*, 538 U.S. 408, 419 (2003); *Cooper Indus., Inc.* v. *Leatherman Tool Grp., Inc.*, 532 U.S. 424, 432 (2001).

150. Rather, punitive damages exist to serve "a State's legitimate interests in punishing unlawful conduct and deterring its repetition." *Exxon Shipping Co.* v. *Baker*, 554 U.S. 471, 513 n.27 (2008). Because the right to punitive damages is not an individual right held by plaintiffs, the waiver of the right to seek them does not deprive a Subclass 2 member of any cognizable personal right of his or her own, much less of due process.

151. The law thus recognizes multiple instances where individual plaintiffs may be barred from obtaining punitive damages without implicating due process concerns. *See State Farm*, 538 U.S. at 416. Examples include, as here, to facilitate broad class settlements that secure long-term compensation for injured current and future plaintiffs, *see, e.g.*, *In re Diet Drugs (Phentermine/Fenfluramine/Dexfenfluramine) Prods. Liab. Litig.*, 369 F.3d 293, 306 (3d Cir. 2004); *Deepwater Horizon*, 295 F.R.D. at 125, state laws that preclude plaintiffs from seeking punitive damages once a certain amount of punitive damages or number of punitive awards have been imposed, *see, e.g.*, Fla. Stat. § 768.73, Ga. Code § 51-12-5.1, and laws requiring punitive damages to be paid to a governmental or public entity rather than the plaintiff, *see, e.g.*, ORS § 31.735; Utah Code § 78B-8-201.

152. The Court further finds that limiting the back-end exit right to compensatory damages, without the ability to pursue punitive damages, constitutes a reasonable exchange for the benefits afforded by the Settlement. Courts addressing similar provisions in other settlements have

reached similar conclusions. *See Diet Drugs*, 2000 WL 1222042, at *49 n.22; *Deepwater Horizon*, 295 F.R.D. at 158. The record reflects that Subclass 2 members receive valuable benefits even if they ultimately exercise the back-end exit right. By remaining in the Settlement Class, Settlement Class Members have the security of knowing they can participate in the Claims Program upon diagnosis with NHL. To receive an Award, Claimants need no proof of general or specific causation and there is no statute-of-limitations defense to claims filed within the Settlement's limitations periods. Settlement Agreement § 6.1(c). Subclass 2 members who exercise the back-end exit right receive other valuable benefits, including tolling protections that may not otherwise be available. *Id.* § 8.2(b).

153. Moreover, punitive damages "are often illusory." *Diet Drugs*, 2000 WL 1222042, at *42 n.22. That the punitive damages waiver represents a reasonable tradeoff under the circumstances is underscored by the fact that only a small fraction of Settlement Class Members could realistically expect a trial date in the foreseeable future. Seeger Decl. ¶ 51. Those who prevail on liability have no assurance that a jury will award punitive damages or that any such award will survive appeal. *See Behar*, 417 So. 3d at 389 (pre-*Durnell* decision affirming denial of punitive damages in Roundup litigation). *Durnell* preempted the failure-to-warn theory that supported prior punitive awards, making the individual plaintiff's chances of recovering punitive damages even more speculative than before.

154. In addition, there is the possibility that courts would limit repeated punitive awards for the same conduct. *Diet Drugs* cites numerous cases noting that, at some point in time, a defendant subjected to repeated punitive damages awards will have been punished enough." 'Compensatory damages and punitive damages serve different purposes; compensatory damages redress concrete loss caused by the defendant's wrongful conduct, while punitive damages are

aimed at deterrence and retribution.' " *Hardeman* v. *Monsanto Co.*, 997 F.3d 941, 972 (9th Cir. 2021). Missouri courts agree. *See, e.g.*, *Barnett* v. *La Societe Anonyme Turbomeca France*, 963 S.W.2d 639, 668 (Mo. App. W.D. 1997) (explaining that "the purpose of punitive damages is . . . not to allow punishment over and over again for the same previous conduct").

155. Finally, the Court notes that Settlement Class Members who wanted to preserve the ability to seek punitive damages had a full opportunity to do so by opting out at the outset. As stated in above, the Court finds that the notice clearly informed all class members of this right, and that failure to opt out meant they would not be able to seek punitive damages thereafter.

156. The Court therefore finds that the punitive damages waiver represents a fair and reasonable component of the overall compromise reflected in the Settlement.

157. The Court finds that Settlement Class Members were afforded a full and fair opportunity to present their objections and be heard regarding the Settlement.

F. Conclusion

158. Because out-of-state absent Settlement Class Members have been afforded "procedural due process protection," *i.e.*, notice, an opportunity to be heard, and an opportunity to opt out, this Court has authority to issue a class-action judgment that binds them. *Shutts*, 472 U.S. at 811–12.

159. In *Shutts*, the United States Supreme Court held that a Kansas state court could approve and enforce a nationwide class resolution even though the plaintiff class included absent class members who lacked minimum contacts with the State of Kansas. 472 U.S. at 823. The Court explained that the Due Process Clause's limits on state courts' authority to exercise personal jurisdiction over out-of-state *defendants* (as articulated in *International Shoe Co.* v. *Washington*, 326 U.S. 310 (1945)) do not apply to state courts' authority over absent *plaintiffs*. *Id.* at 808–11.

While "the minimum contacts requirement of the Due Process Clause prevents the forum State from unfairly imposing [the burdens of litigation] upon [a] defendant," a "class-action plaintiff . . . is in quite a different posture." *Id.* at 808. The Supreme Court concluded that the "Due Process Clause need not and does not afford [absent class plaintiffs] as much protection from state-court jurisdiction as it does [defendants in nonclass suits]." *Id.* at 811.

160. The United States Supreme Court recently reiterated that *Shutts* "explained that the authority of a State to entertain the claims of nonresident class members is entirely different from its authority to exercise jurisdiction over an out-of-state defendant." *Bristol-Myers Squibb Co.* v. *Superior Ct. of Calif.*, 582 U.S. 255, 267 (2017). As a leading treatise explains, "[p]ut simply, there is no requirement that the class action court have personal jurisdiction over absent plaintiffs. The Due Process Clause protects absent plaintiffs in other ways but demands no territorial connection to the class action forum." 2 *Newberg and Rubenstein on Class Actions* § 6:32 (6th ed. 2026).

161. Multiple Objectors contend that this Court cannot exercise personal jurisdiction over absent Settlement Class Members. The omnibus brief submitted on behalf of the Arzaga Objectors and the Absent Objectors asserts a lack of personal jurisdiction over out-of-state Settlement Class Members who have "no meaningful contacts with Missouri." Relying on decisions such as *Bristol-Myers Squibb*, Objectors further argue that Missouri lacks a "legitimate interest" in the claims of non-Missouri residents. Several other Objectors raise related arguments.

162. The Court does not find these arguments persuasive because they rely on principles governing personal jurisdiction over *defendants* rather than the standards applicable to absent *plaintiffs* in a class action. As *Shutts* explains, the "minimum contacts" analysis developed in personal jurisdiction jurisprudence does not govern absent plaintiffs in a class action. 472 U.S. at

807–08; *see id.* at 814 ("[T]he Kansas court properly asserted personal jurisdiction over the absent plaintiffs and their claims against petitioner.").

163. The Objectors' reliance on the Missouri long-arm statute is similarly unavailing. The statute addresses the circumstances under which defendants may be brought before Missouri courts; it does not address absent plaintiffs. *See* RSMo. § 506.500. There is no dispute regarding this Court's jurisdiction over Monsanto. The ability to bind absent plaintiffs instead depends on whether Rule 52.08 and the requirements of due process have been satisfied. They have. Accordingly, Missouri courts have regularly adjudicated nationwide class actions. *See, e.g.*, Final Approval Order, *Morris* v. *Evig*, No. 25PH-CV01551 (Mo. Cir. Ct. Mar. 13, 2026) (nationwide class); *Bachman*, 344 S.W.3d at 263 (nationwide class); *State ex rel. McKeage*, 357 S.W.3d at 601 (nationwide class).

164. Objectors further contend that *Shutts* is inapplicable here on four grounds. The Court addresses each argument in turn.

165. First, Objectors rely on Judge Wolff's concurrence in *State ex rel. American Family Mutual Insurance Co.* v. *Clark*, 106 S.W.3d 483 (Mo. banc 2003), and the Vermont Supreme Court's decision in *State* v. *Homeside Lending, Inc.*, 826 A.2d 997 (Vt. 2003). Neither decision controls here, nor does either hold that absent class members must satisfy the same minimum-contacts requirements applicable to defendants. Judge Wolff's concurrence proposed that at least one class representative should be an out-of-state resident before Missouri courts adjudicate the claims of out-of-state class members. *Am. Family Mut. Ins.*, 106 S.W.3d at 494 (Wolff, J., concurring). That proposal was not adopted by the Court and, in any event, would be satisfied here. Likewise, *Homeside Lending* concluded that the notice and representation afforded in that case did

not satisfy the requirements identified in *Shutts*; it did not hold that the same personal-jurisdiction standards applicable to defendants apply to absent plaintiffs. 826 A.2d at 1009, 1016.

166. Second, Objectors cite a declaration from Professor Judith Resnik. The constitutional limits on this Court's authority, however, are determined by governing law rather than expert opinion. In any event, Professor Resnik does not opine that the personal-jurisdiction limitations applicable to defendants likewise apply to absent plaintiffs. The Court concludes that *Shutts* provides the governing framework.

167. Third, citing *In re Agent Orange Product Liability Litigation*, 996 F. 2d 1425, 1435 (2d Cir. 1993), the Objectors claim that *Shutts* is inapplicable to personal injury classes like the one at bar. The Court does not read *Shutts* so narrowly. The *Shutts* footnote in question states: "Our holding today is limited to those class actions which seek to bind known plaintiffs concerning claims wholly or predominately for money judgments. We intimate no view concerning other types of class actions, such as those seeking equitable relief. Nor, of course, does our discussion of personal jurisdiction address class actions where the jurisdiction is asserted against a defendant class." 472 U.S. at 811 n.3. Objectors' reliance on *Agent Orange* is misplaced, as *Agent Orange* did not hold that there was any particular jurisdictional standard for personal injury class actions. Instead, it held that even though "all class members did not receive adequate notice of their membership in the *Agent Orange I* action and the opportunity to exclude themselves therefrom," this was not a due process violation because due process "is a flexible concept." *In re Agent Orange*, 996 F.2d at 1435. This is no longer good law.

168. Fourth, Objectors rely on footnote 3 of *Shutts* to argue that the Supreme Court's holding is limited to "known plaintiffs" and therefore does not extend to the purportedly "unknown plaintiffs" included here.

169. The Court concludes that footnote 3 does not raise personal-jurisdiction concerns with respect to the Settlement for at least three reasons.

170. First, the footnote is directed principally to the type of class action at issue rather than the identity of absent class members. The footnote distinguishes a plaintiff class seeking monetary relief from (1) actions seeking equitable relief and (2) actions involving defendant classes. Those distinctions are significant. In class actions seeking equitable relief, absent class members generally do not possess opt-out rights. *See* Fed. R. Civ. P. 23(b)(2), (c)(2)(A); *Wal-Mart Stores, Inc.* v. *Dukes*, 564 U.S. 338, 363 (2011). Likewise, defendant classes present distinct jurisdictional considerations. This action involves neither equitable relief nor a defendant class, so neither of the footnote's distinctions apply.

171. Second, the Court does not read footnote 3 as barring the inclusion of absent class members whose identities are not specifically known. Such a reading would be difficult to reconcile with the notice principles recognized in *Mullane* and *Eisen*, both of which *Shutts* cited immediately following the footnote. *Shutts*, 472 U.S. at 812. Those decisions recognize that publication notice may satisfy due process for persons who are "missing or unknown," while individual notice is required only for class members whose identities can be ascertained through reasonable effort. *Mullane*, 339 U.S. at 317; *Eisen*, 417 U.S. at 173–75; *see also Tulsa Pro. Collection Servs., Inc.* v. *Pope*, 485 U.S. 478, 489–91 (1988). The Court therefore views footnote 3's reference to "known" plaintiffs as reflecting the Supreme Court's holding that a higher standard of notice is required for known plaintiffs of whom the defendant is aware. That holding does not conflict with the well-settled principle, however, that class settlements can include, and constitutionally adequate notice can be provided to, unknown class members (including futures).

172. That principle presents no difficulty here. Direct notice was provided to known class members, including individuals with pending lawsuits against Monsanto and those who entered tolling agreements. In addition, a comprehensive notice campaign was designed to reach as many unidentified class members as practicable.

173. Third, as discussed above, the Settlement affords additional protections in the form of annual notice and a back-end exit right. These features further address the concerns raised by certain Objectors. Individuals who do not yet have NHL receive annual notice and are afforded the opportunity to exercise the back-end exit right. Accordingly, the rights of Subclass 2 members are not irrevocably determined. Even under the interpretation of footnote 3 advanced by Objectors, the Settlement would satisfy the concerns they identify.

174. It is well-established that a state court, having met the requirements of *Shutts*, including the provision of notice and an opportunity to opt out, can bind a nationwide class. *See, e.g.*, *Matsushita Elec. Ind. Co.* v. *Epstein*, 516 U.S. 367, 379 (1996) (involving a Delaware state court class action which complied with *Shutts* thus properly binding out-of-state plaintiffs); *see also Ferrell* v. *Allstate Ins. Co.*, 144 N.M. 405 (2008) (thirteen-state-wide class action in New Mexico state court); *Gen. Motors Corp.* v. *Bryant*, 374 Ark. 38 (2008) (nationwide class action in Arkansas state court); *Clark* v. *TAP Pharm. Prods., Inc.*, 343 Ill. App. 3d 538 (2003) (nationwide class action in Illinois state court); *Am. Exp. Travel Related Serv. Co., Inc.* v. *Walton*, 883 S.W.2d 703 (Tex. App. 1994) (nationwide class action in Texas state court).

175. In addition, state courts have repeatedly approved class actions involving substantial numbers of absent class members whose identities were unknown at the time of certification. For example, in *Choi* v. *Mario Badescu Skin Care, Inc.*, the California Court of Appeal affirmed a class settlement involving tens of thousands of unidentifiable out-of-state

purchasers based on publication notice. 248 Cal. App. 4th 292, 297–300 (2016). Likewise, in *Ex parte Masonite Corp.*, the Alabama Supreme Court approved publication notice to a nationwide class of millions of individuals. 681 So. 2d 1068, 1075–76, 1088 (Ala. 1996). The Court does not read footnote 3 of *Shutts* as casting doubt on those decisions, and it reaches the same conclusion. Accordingly, *Shutts* does not hold that a state court cannot exercise nationwide jurisdiction in a personal injury class action, like the one at bar, where, as here, the necessary due process protections have been provided.

176. For all of these reasons, the Court concludes that the Settlement comports with the requirements of *Shutts* and due process.

177. The Court further concludes that nothing in Missouri law prevents the exercise of jurisdiction over absent settlement class members. Missouri's long-arm statute governs personal jurisdiction over defendants and does not limit a court's authority to bind absent plaintiffs in a properly certified settlement class. *See* RSMo. § 506.500.

178. Venue is also proper in this Court. *See Lochhaas* v. *Burnett*, 77 S.W.3d 12, 15 (Mo. Ct. App. 2002) (holding that if a defendant "consents" to venue, "the court where the case is pending is not without power to act therein").

179. The Court has carefully considered each of the objections related to notice, due process and jurisdiction. Based on the totality of the filings before the Court, and the pertinent case law, the Court does not find the objections to be persuasive. Accordingly, the Court must deny the objections.

180. For all of the foregoing reasons, the Court concludes that it has jurisdiction over this Lawsuit, over all claims raised therein and all parties thereto, and over all Settlement Class Members, consistent with Rule 52.08, the Missouri Long-Arm Act, RSMo. § 506.500, the

Missouri Constitution, and the United States Constitution. All Settlement Class Members who did not opt out of the Settlement Class prior to the June 4, 2026 deadline are subject to this Court's jurisdiction.

IV. MEDICAL EDUCATION PROGRAM

181. The Court hereby orders a Medical Education Program ("MEP") to be maintained until the Sixteenth Annual Payment Date. The MEP will provide current, objective, medically relevant, and understandable information concerning glyphosate exposure and the potential risk of developing NHL to Settlement Class Members.

182. The MEP will be developed and periodically updated with input from appropriately qualified independent medical and scientific professionals, including but not limited to the Dean of the Indiana University School of Medicine or their designee, and will include, at a minimum, the following categories of information:

a. ***Signs and symptoms***. Information concerning signs and symptoms potentially associated with NHL that may warrant discussion with a physician or other qualified medical healthcare provider.

b. ***Potential clinical evaluation and testing***. General educational information concerning physician evaluation, referrals, diagnostic testing, and other medical interventions that a healthcare provider may consider when evaluating possible NHL, while making clear that individualized medical decisions remain with the treating provider and that the MEP does not establish a uniform screening protocol.

c. ***Resources***. A list of organizations that can provide further information (*e.g.*, Blood Cancer United).

183. The MEP materials will be periodically reviewed and updated to reflect material developments in the medical and scientific literature.

184. The MEP resources will be made available through the Settlement Website. The MEP will have its own dedicated page or section and will be clearly and prominently linked from the landing page of the Settlement Website.

185. The MEP resources will be appropriately annotated or summarized for persons without medical or scientific backgrounds.

186. The annual notice described in Section 11.3 of the Settlement Agreement will include information directing Settlement Class Members and others exposed to Roundup Products to the MEP resources.

187. The costs of the MEP and related implementation expenses will be treated as Administration Costs under the Settlement Agreement.

188. The MEP shall be developed by Class Counsel in consultation with Counsel for Aaron Sheller in *Aaron Sheller* v. *Monsanto Co.*, Cause No. 29C01-2412-CT-013512 (Hamilton County Ct.), and Monsanto and shall be approved by the Court.

V. STAY ORDER AND RELEASES

189. Until the Effective Date, all Roundup Lawsuits and Related-Party Lawsuits brought by Settlement Class Member Parties in any court of the State of Missouri are and shall remain stayed, and all Settlement Class Member Parties are enjoined from prosecuting any such Roundup Claims in the courts of the State of Missouri. In addition, as set forth in Section 3.1(c) of the Settlement Agreement, all Settlement Class Member Parties shall stay (or continue to stay) all Roundup Lawsuits and Related-Party Lawsuits in any forum or jurisdiction within 30 days of entry of this Final Order and Judgment. No Settlement Class Member Party may file or prosecute any

Roundup Claims, including but not limited to Roundup Lawsuits and Related-Party Lawsuits, against any of the Monsanto Parties or the Related Parties. The stay and prohibition set forth in this Paragraph supersede the stay and prohibition set forth in the Preliminary Approval Order, and shall remain in effect until the Effective Date, upon which date the Releases of the Settlement Agreement shall go into effect. This Final Order and Judgment is entered pursuant to the Court's authority under Section 476.070 of the Revised Statutes of Missouri and under Rule 52.08(d) and the Court's Rule 52.08(e) findings set forth above, in aid of its jurisdiction over the members of the Settlement Class and the settlement approval process under Rule 52.08(e). *See also In re BankAmerica Corp. Sec. Litig.*, 350 F.3d 747, 752–53 (8th Cir. 2003); *Ressler* v. *Clay Cnty.*, 375 S.W.3d 132, 136–37 (Mo. App. W.D. 2012); *NFL*, 301 F.R.D. at 203–04; *Love* v. *First Crown Fin. Corp.*, 662 S.W.2d 283, 286–87 (Mo. App. W.D. 1983).

190. As set forth in Article III of the Settlement Agreement, and subject to Sections 8.2 and 8.3 therein, upon the Effective Date, the Settlement Class Member Parties waive and release, forever discharge, and hold harmless the Monsanto Parties and the Related Parties of and from any and all Released Claims. In accordance with Section 3.1(c) of the Settlement Agreement, all Settlement Class Member Parties shall stay (or continue to stay) all Roundup Lawsuits and Related-Party Lawsuits, until such time as Settlement Class Member Parties receiving an Award are required under the Settlement Agreement to dismiss such Claims with prejudice. The entry of this Final Order and Judgment and approval of the Settlement Agreement is deemed to be *res judicata* as to the Settlement Class Member Parties, who are hereby permanently barred and enjoined from commencing, filing, initiating, instituting, prosecuting, and/or maintaining any judicial, arbitral, or regulatory action with respect to any and all Released Claims or any Claims

challenging the validity of the Releases in any forum or jurisdiction in the State of Missouri, as well as in any other forum or jurisdiction to the fullest extent permissible under applicable law.

191. The Settlement is a good-faith settlement that bars any Claim by any Related Parties against any Monsanto Party for contribution, indemnification, or otherwise seeking to recover all or a portion of any amounts paid by or awarded against Related Parties to any Settlement Class Members by way of settlement, judgment, or otherwise (a Claim-Over) on any Roundup Claim, to the extent that a good-faith settlement (or release thereunder) has such an effect under, without limitation, Section 537.060 of the Revised Statutes of Missouri, and similar laws in other states or jurisdictions.

192. Exiting Class Members shall be bound by the Releases and Covenant Not to Sue set forth in Article III of the Settlement Agreement only with respect to any and all Roundup Claims for Punitive Damages. The Settlement Agreement shall remain a complete bar to any claim for Punitive Damages related to any Roundup Claim asserted at any time by an Exiting Class Member.

193. Any time already elapsed as to any Settlement Class Member Parties on any applicable statutes of limitations will not be reset, and no expired Claims will be revived, by virtue of the Settlement Agreement or this Final Order and Judgment.

194. As set forth in Article III of the Settlement Agreement, upon the Effective Date, the Defendant shall be deemed to have, and by operation of this Final Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged Class Representatives, each and all of the Settlement Class Members, and their counsel, of all Claims based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of Roundup Lawsuits, except for any and all Claims arising out of enforcement of the Settlement Agreement or the Final Order and

Judgment. Any other Claims or defenses the Defendant may have against such Persons including, without limitation, any Claims based upon or arising out of any contractual, employment, or other business relationship with such persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of Roundup Lawsuits are specifically preserved and shall not be affected by the preceding sentence. For the avoidance of doubt, this Release by the Defendant shall not extend to opt outs or Exiting Class Members.

195. As set forth in Article III of the Settlement Agreement, upon the Effective Date, the Defendant will not, at any time, in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum continue to prosecute, commence, file, initiate, institute, cause to be instituted, or assist in instituting on its behalf or on behalf of any Monsanto Parties or Related Parties, or permit to be instituted on its behalf or on behalf of any Monsanto Parties, any Claims against Settlement Class Members based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of Roundup Lawsuits, except for any and all Claims arising out of enforcement of the Settlement Agreement. Any other Claims or defenses the Defendant may have against Settlement Class Members including, without limitation, any Claims based upon or arising out of any contractual, employment, or other business relationship with such persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of Roundup Lawsuits shall not be affected by the preceding sentence. For the avoidance of doubt, this Covenant Not to Sue by the Defendant shall not extend to opt outs or Exiting Class Members.

VI. OTHER PROVISIONS

196. In accordance with Section 24.3(f) of the Settlement Agreement, the Court has reviewed *in camera* an agreement, which continues to be in effect, between the Defendant and the

United States Department of Agriculture and the Committee on Foreign Investment in the United States dated March 29, 2017.

197. The Petition is hereby dismissed with prejudice, without further costs, including Claims for interest, penalties, costs, and attorneys' fees.

198. The Court further finds that the Parties have evidenced full compliance with the Preliminary Approval Order.

199. The Court confirms the appointment of BrownGreer PLC as the Administrator and administrator of the Settlement Fund escrow account, Matthew Garretson of Garretson, LLC as the Allocation Special Master, Judge Glenn A. Norton as the Settlement Special Master, Wolf Global Compliance, LLC as Healthcare Compliance Administrator, Signal Interactive Media, LLC as the Settlement Class Notice Agent, and JPMorgan Chase Bank, N.A. as the Settlement Fund Escrow Agent, and confirms that the Court retains continuing jurisdiction over those appointed.

200. The Court retains continuing and exclusive jurisdiction over the Parties and their counsel, all Settlement Class Members and Settlement Class Member Parties, the Administrator, the Allocation Special Master, the Settlement Special Master, the Healthcare Compliance Administrator, the Settlement Class Notice Agent, the Settlement Fund Escrow Agent, and the Settlement Agreement, to interpret, implement, administer, and enforce the Settlement Agreement and this Final Order and Judgment. In addition, the Parties and the Settlement Class Member Parties are hereby deemed to have submitted to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising from, resulting from, in any way relating to or in connection with the Settlement Agreement. The Court also retains continuing jurisdiction over the "qualified settlement fund," as defined under Section 1.468B-1 of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, created under the

Settlement Agreement. The Court retains continuing jurisdiction over any requests for attorneys' fees and reimbursement of costs.

201. This Final Order and Judgment incorporates and makes a part hereof the Settlement Agreement (which includes the Exhibits) filed with the Court on June 24, 2026, including definitions of the terms used therein and subsequent amendments and any exhibits to such amendments filed with the Court. This Final Order and Judgment shall serve as an enforceable injunction by the Court for purposes of the Court's continuing jurisdiction related to the Settlement Agreement.

202. Notwithstanding anything to the contrary in this Final Order and Judgment, this Final Order and Judgment and the Settlement Agreement shall not effect a release of any rights or obligations that any insurer has under or in relation to any contract or policy of insurance to any named insured, insured, additional insured, or other insured Person thereunder.

203. This Final Order and Judgment, the Settlement Agreement, and the documents relating thereto, and any actions taken by the Defendant in the negotiation, execution, or satisfaction of the Settlement Agreement: (a) do not and shall not, in any event, constitute, or be construed as, an admission of any liability or wrongdoing, or recognition of the validity of any claim made by any Settlement Class Member Party in this or any other action or proceeding; (b) shall not, in any way, be construed as, offered as, received as, used as, or deemed to be evidence, admissible or otherwise, of any kind, or used in any other fashion, by any Settlement Class Member Party, Class Counsel, or any of the Monsanto Parties or Related Parties in any litigation, action, hearing, or any judicial, arbitral, administrative, regulatory or other proceeding for any purpose, except a proceeding to resolve a dispute arising under, or to enforce, the Settlement Agreement; and (c) do not and shall not constitute or be construed as evidence or

admission of the propriety of certifying a litigation class with respect to Roundup Claims. Without limiting the foregoing, neither the Settlement Agreement nor any of its provisions, negotiations, statements, or court proceedings relating to its provisions, nor any actions undertaken in the Settlement Agreement, will be construed as, offered as, received as, used as, or deemed to be evidence, admissible or otherwise, or an admission or concession of any liability or wrongdoing whatsoever on the part of any Person, including, but not limited to, the Monsanto Parties or the Related Parties. This Paragraph shall not apply to disputes between the Defendant and its insurers, as to which the Defendant reserves all rights, nor does it apply to the use of the Settlement Agreement and related Court filings as set forth in Section 23.3 of the Settlement Agreement.

204. Notwithstanding the foregoing nothing in this Final Order and Judgment shall be interpreted to prohibit the use of this Final Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Order and Judgment, or to defend against the assertion of Released Claims in any other proceeding, or as otherwise required by law.

205. Without further approval from the Court, and without the express written consent of Class Counsel and Counsel for the Defendant, the Settlement Agreement is not subject to any change, modification, amendment, or addition.

206. The Settlement Agreement and this Final Order and Judgment are binding according to their terms on the Parties, Settlement Class Members, and Settlement Class Member Parties, as well as their respective heirs, executors, administrators, predecessors, successors, affiliates, and assigns.

207. The Court finds that, in accordance with the Settlement's opt out procedures, certain individuals have requested to be excluded from the Settlement Class by timely filing written requests for exclusion. Exhibit 1 to this Final Order and Judgment contains a list of all

valid and timely opt outs. The opt outs listed in Exhibit 1 hereto are excluded from the Settlement Class pursuant to request and are not bound by the terms of the Settlement Agreement or this Final Order and Judgment.

208. In the event that the Effective Date does not occur and the Settlement Agreement does not become effective pursuant to its terms, the Court shall vacate the Preliminary Approval Order and this Final Order and Judgment.

SO ORDERED:

Timothy Boyer, Judge

Dated: November 20, 2026

Not an Official Court Document