

Exhibit D

Exhibit D - TMDL Fund Entities

Class Member	State	Population	TMDL Fund Allocation
Agoura Hills CA	CA	20,693	\$ -
Alameda CA	CA	79,061	\$ 1,132,168
Alameda County CA	CA	1,650,306	\$ 886,528
Albany CA	CA	19,729	\$ 184,340
American Canyon CA	CA	20,350	\$ 396,258
Antioch CA	CA	111,074	\$ 2,137,719
Arcadia CA	CA	58,359	\$ 918,335
Artesia CA	CA	16,846	\$ 208,624
Azusa CA	CA	49,749	\$ 570,455
Baldwin Park CA	CA	76,337	\$ 163,262
Bellflower CA	CA	77,681	\$ 782,562
Belmont CA	CA	27,192	\$ 32,672
Belvedere CA	CA	2,124	\$ 30,356
Benicia CA	CA	28,121	\$ 701,325
Berkeley CA	CA	121,487	\$ 1,351,736
Beverly Hills CA	CA	34,477	\$ 518,438
Bradbury CA	CA	1,078	\$ 14,314
Brentwood CA	CA	60,599	\$ 4,012
Brisbane CA	CA	4,716	\$ 256,513
Buena Park CA	CA	83,113	\$ 374,395
Burlingame CA	CA	30,449	\$ 448,909
Calabasas CA	CA	24,113	\$ 4,116
Carson CA	CA	92,710	\$ 2,549,767
Cerritos CA	CA	50,436	\$ 945,816
Claremont CA	CA	35,934	\$ 5,242
Colma CA	CA	1,512	\$ 100,008
Compton CA	CA	97,410	\$ 1,263,867
Concord CA	CA	129,014	\$ -
Contra Costa County CA	CA	1,137,194	\$ 2,037,149
Corte Madera CA	CA	9,868	\$ 195,496
Costa Mesa CA	CA	113,092	\$ 1,039,972
Covina CA	CA	48,466	\$ 732,419
Culver City CA	CA	39,317	\$ 612,568
Cypress CA	CA	48,877	\$ 476,369
Daly City CA	CA	106,941	\$ 1,061,286
Downey CA	CA	113,066	\$ 2,023,189
Duarte CA	CA	21,763	\$ 133,664
East Palo Alto CA	CA	29,823	\$ 4,180
El Cerrito CA	CA	25,459	\$ 310,316
El Monte CA	CA	115,657	\$ 510,340
El Segundo CA	CA	16,860	\$ 374,243
Emeryville CA	CA	11,782	\$ 179,763
Fairfield CA	CA	114,545	\$ 277,162
Foster City CA	CA	34,297	\$ 392,748
Fremont CA	CA	233,378	\$ 436,504
Gardena CA	CA	59,961	\$ 748,837
Glendora CA	CA	51,947	\$ 794,395
Hawaiian Gardens CA	CA	14,448	\$ 128,557
Hawthorne CA	CA	87,835	\$ 358,279
Hayward CA	CA	159,147	\$ 416,221
Hercules CA	CA	25,413	\$ 312,976
Hermosa Beach CA	CA	19,750	\$ 186,340
Hillsborough CA	CA	11,477	\$ 102,506
Huntington Beach CA	CA	200,541	\$ 2,900,179
Huntington Park CA	CA	58,780	\$ 292,466
Industry CA	CA	207	\$ 91,377
Inglewood CA	CA	110,470	\$ 476,945
Irvine CA	CA	265,721	\$ 3,436,919

Class Member	State	Population	TMDL Fund Allocation
Irwindale CA	CA	1,429	\$ 336,854
La Palma CA	CA	15,762	\$ 218,892
La Verne CA	CA	32,413	\$ 470,764
Lakewood CA	CA	80,997	\$ 1,057,361
Larkspur CA	CA	12,392	\$ 202,756
Lawndale CA	CA	33,086	\$ 272,794
Lomita CA	CA	20,665	\$ 231,568
Long Beach CA	CA	469,435	\$ 7,500,000
Los Alamitos CA	CA	11,646	\$ 384,557
Los Angeles CA	CA	3,969,262	\$ 7,500,000
Los Angeles County CA	CA	10,120,540	\$ 7,500,000
Lynwood CA	CA	71,087	\$ 604,583
Malibu CA	CA	12,861	\$ 447,183
Manhattan Beach CA	CA	35,664	\$ 297,999
Marin County CA	CA	260,633	\$ 1,114,148
Martinez CA	CA	38,324	\$ 411,291
Menlo Park CA	CA	33,986	\$ 80,927
Mill Valley CA	CA	14,355	\$ 169,217
Millbrae CA	CA	22,773	\$ 272,000
Milpitas CA	CA	77,878	\$ 36,800
Monrovia CA	CA	37,079	\$ 533,554
Mountain View CA	CA	80,852	\$ 103,825
Napa CA	CA	79,781	\$ 24,401
Napa County CA	CA	141,185	\$ 44,217
Newark CA	CA	45,857	\$ 86,078
Newport Beach CA	CA	86,647	\$ 1,654,029
Norwalk CA	CA	106,002	\$ 1,699,001
Novato CA	CA	55,939	\$ 521,555
Oakland CA	CA	420,798	\$ 7,192,424
Oakley CA	CA	40,680	\$ 42,441
Orange CA	CA	140,434	\$ 201,377
Orange County CA	CA	3,170,707	\$ 2,935,215
Orinda CA	CA	19,510	\$ 189,967
Oxnard CA	CA	207,754	\$ 490,785
Pacifica CA	CA	39,247	\$ 392,978
Palo Alto CA	CA	67,406	\$ 92,136
Palos Verdes Estates CA	CA	13,558	\$ 162,604
Paramount CA	CA	54,840	\$ 659,623
Pasadena CA	CA	141,833	\$ 130,049
Petaluma CA	CA	60,486	\$ 66,433
Pico Rivera CA	CA	63,542	\$ 662,299
Piedmont CA	CA	11,385	\$ 94,129
Pinole CA	CA	19,328	\$ 286,305
Pittsburg CA	CA	70,797	\$ 115,492
Pleasant Hill CA	CA	34,906	\$ 254
Pomona CA	CA	152,637	\$ 3,128
Rancho Palos Verdes CA	CA	42,343	\$ 610,132
Redondo Beach CA	CA	67,905	\$ 773,491
Redwood City CA	CA	85,328	\$ 499,157
Richmond CA	CA	109,652	\$ 3,007,116
Rio Vista CA	CA	8,613	\$ 225,425
Rolling Hills CA	CA	1,883	\$ 50,975
Rolling Hills Estates CA	CA	8,216	\$ 177,925
San Bruno CA	CA	43,166	\$ 473,533
San Carlos CA	CA	29,903	\$ 102,862
San Dimas CA	CA	34,283	\$ 554,970
San Francisco CA	CA	872,795	\$ 7,500,000
San Francisco County CA	CA	872,795	\$ 15,745
San Jose CA	CA	1,030,359	\$ 4,056,560
San Leandro CA	CA	90,666	\$ 1,542,489
San Mateo CA	CA	104,420	\$ 846,027
San Mateo County CA	CA	768,204	\$ 879,488

Class Member	State	Population	TMDL Fund Allocation
San Pablo CA	CA	31,018	\$ 285,636
San Rafael CA	CA	58,932	\$ 952,713
Santa Ana CA	CA	334,175	\$ 2,906,205
Santa Clara CA	CA	126,561	\$ 19,144
Santa Clara County CA	CA	1,929,581	\$ 226,185
Santa Fe Springs CA	CA	17,983	\$ 803,192
Santa Monica CA	CA	92,330	\$ 1,002,686
Sausalito CA	CA	7,137	\$ 113,567
Seal Beach CA	CA	24,437	\$ 795,932
Sierra Madre CA	CA	11,040	\$ 103,589
Signal Hill CA	CA	11,621	\$ 282,056
Solano County CA	CA	439,300	\$ 159,931
Sonoma County CA	CA	503,249	\$ 3,766
South El Monte CA	CA	20,837	\$ 28
South Gate CA	CA	95,396	\$ 689,539
South San Francisco CA	CA	67,286	\$ 1,100,928
Suisun City CA	CA	29,391	\$ 64,721
Sunnyvale CA	CA	153,633	\$ 65,825
Temple City CA	CA	36,301	\$ 100,556
Tiburon CA	CA	9,156	\$ 191,591
Torrance CA	CA	146,660	\$ 3,502,280
Tustin CA	CA	80,357	\$ 309,236
Union City CA	CA	75,438	\$ 162,439
Vallejo CA	CA	121,064	\$ 3,393,786
Ventura County CA	CA	848,921	\$ 352,691
Vernon CA	CA	113	\$ 153,563
Walnut CA	CA	29,971	\$ 10,653
West Covina CA	CA	107,607	\$ 1,029,593
West Hollywood CA	CA	36,614	\$ 260,591
Whittier CA	CA	86,732	\$ 13,794
Middletown DE	DE	21,174	\$ 43,104
Post Falls ID	ID	31,546	\$ 251,576
Beach Park IL	IL	13,990	\$ 224,337
Burbank IL	IL	28,996	\$ 19,253
Chicago IL	IL	2,718,946	\$ 7,500,000
Cook County IL	IL	5,199,000	\$ 7,500,000
Evanston IL	IL	75,302	\$ 649,272
Evergreen Park IL	IL	19,708	\$ 160,558
Glencoe IL	IL	8,946	\$ 101,504
Highland Park IL	IL	29,699	\$ 145
Highwood IL	IL	5,353	\$ 53,198
Kenilworth IL	IL	2,541	\$ 35,139
Lake Bluff IL	IL	5,675	\$ 70,459
Lake County IL	IL	704,644	\$ 7,500,000
Lake Forest IL	IL	19,410	\$ 170,030
North Chicago IL	IL	29,941	\$ 461,812
Waukegan IL	IL	88,174	\$ 1,408,941
Wilmette IL	IL	27,357	\$ 301,080
Winnetka IL	IL	12,494	\$ 86,058
Winthrop Harbor IL	IL	6,777	\$ 159,433
Zion IL	IL	24,072	\$ 430,032
Lake County IN	IN	704,192	\$ 5,173,472
Lake Station IN	IN	12,048	\$ 392,806
LaPorte County IN	IN	110,254	\$ 909,490
Porter County IN	IN	167,522	\$ 821,537
Aberdeen MD	MD	15,534	\$ 105,445
Anne Arundel County MD	MD	567,665	\$ 5,097,000
Baltimore County MD	MD	828,616	\$ 7,500,000
Baltimore MD	MD	615,849	\$ 7,500,000
Cecil County MD	MD	102,567	\$ 347,860
Charles County MD	MD	157,336	\$ 4,981,108
District Heights MD	MD	5,990	\$ 1,510

Class Member	State	Population	TMDL Fund Allocation
Elkton MD	MD	15,681	\$ 10,531
Harford County MD	MD	250,361	\$ 1,208,741
Havre de Grace MD	MD	13,468	\$ -
Laurel MD	MD	25,885	\$ 1,236
Montgomery County MD	MD	1,040,245	\$ 3,476,862
Prince George's County MD	MD	907,939	\$ 6,501,271
Allegan County MI	MI	114,995	\$ 1,101,089
Berrien County MI	MI	154,473	\$ 2,905,049
Grand Beach MI	MI	277	\$ 18,321
Ottawa County MI	MI	283,907	\$ 5,491,048
Anderson County TN	TN	75,583	\$ 58,529
Blount County TN	TN	128,259	\$ 356,849
Chattanooga TN	TN	177,104	\$ 3,578,523
Farragut TN	TN	22,210	\$ 644,877
Hamilton County TN	TN	357,858	\$ 307,689
Knox County TN	TN	455,650	\$ 1,696,564
Knoxville TN	TN	185,193	\$ 3,341,160
Lenoir City TN	TN	9,077	\$ 352,859
Loudon County TN	TN	51,348	\$ 402,600
Marion County TN	TN	28,351	\$ 125,921
Maryville TN	TN	28,448	\$ 15,306
Oak Ridge TN	TN	28,956	\$ 1,092,659
Roane County TN	TN	52,862	\$ 302,591
Signal Mountain TN	TN	8,531	\$ 64,551
Montgomery County VA	VA	98,254	\$ 103,514
Radford VA	VA	17,420	\$ 17,428
Roanoke County VA	VA	93,371	\$ 1,731,041
Roanoke VA	VA	99,572	\$ 2,916,930
Salem VA	VA	25,438	\$ 451,610
Vinton VA	VA	8,043	\$ 201,475
Benton County WA	WA	193,652	\$ 242,507
Ellensburg WA	WA	19,763	\$ 355,225
Kennewick WA	WA	80,153	\$ 217,105
Richland WA	WA	54,742	\$ 652,831
Selah WA	WA	7,723	\$ 156,239
Spokane County WA	WA	497,143	\$ 3,055,641
Spokane Valley WA	WA	95,794	\$ 2,899,820
Spokane WA	WA	214,990	\$ 5,529,441
Union Gap WA	WA	6,154	\$ 107,294
West Richland WA	WA	14,216	\$ 291,179
Yakima County WA	WA	249,691	\$ 940,112
Yakima WA	WA	93,572	\$ 521,351
Brown Deer WI	WI	12,051	\$ 280,853
Caledonia WI	WI	24,841	\$ 518,588
Cudahy WI	WI	18,980	\$ 426,157
Fox Point WI	WI	6,705	\$ 129,170
Glendale WI	WI	13,078	\$ 362,552
Grafton WI	WI	11,583	\$ 323,548
Howard WI	WI	19,318	\$ 622,483
Kenosha County WI	WI	167,954	\$ 791,879
Mequon WI	WI	23,476	\$ 713,530
Milwaukee County WI	WI	948,301	\$ 4,034,109
Mount Pleasant WI	WI	26,699	\$ 266,217
North Bay WI	WI	237	\$ 5,404
Pleasant Prairie WI	WI	20,759	\$ 273,529
Racine County WI	WI	194,913	\$ 1,637,385
Sheboygan County WI	WI	115,099	\$ 761,910
Shorewood WI	WI	13,423	\$ 133,471
Suamico WI	WI	12,535	\$ 271,677
Whitefish Bay WI	WI	14,061	\$ 154,407

“–” indicates \$0 due to no impervious surface areas within the TMDL land area.

Exhibit

E

Exhibit E- Qualifying Sediment Site Entities

City of Newark, New Jersey

New York City, New York

City of Seattle, Washington

King County, Washington

Port of Seattle, Washington

City of Tukwila, Washington

City of Portland, Oregon

Port of Portland, Oregon

City of Tacoma, Washington

Port of Tacoma, Washington

City of San Diego, California

Port of San Diego, California

Exhibit F

Sediment Sites Fund- Allocation Application

Class Member: _____

Class Member Contact Information:

Contact Person: _____ Phone Number: _____

Email Address: _____

Qualifying Sediment Site Entity (must be one of 12 Qualifying Sediment Site Entities; only one qualifying Sediment Site per Application):

Please provide an initial summary description of the Class Member’s role, involvement, or responsibility in the qualifying Sediment Site, focusing on the regulatory or legal responsibility, and the costs or expenses related to and caused by PCB contamination, specific to the Class Member. The Class Member may continue this summary by attaching no more than two (2) pages typed, 14-point font, entitled “Sediment Sites Fund—Initial Summary Description.”

[illegible]

Please provide known total amounts in dollars for the following categories of damages (undocumented totals will be considered speculative or inapplicable):

Total past costs/expenses spent for PCB-caused remediation of the Sediment Site:

\$ _____

Total past costs/expenses spent for PCB-caused mitigation required due to the Sediment Site:

\$ _____

Total future costs/expenses, as estimated including with documents and evidence, for PCB-caused remediation of the Sediment Site:

\$ _____

Total future costs/expenses, as estimated including with documents and evidence, for PCB-caused mitigation due to the Sediment Site:

\$ _____

Please provide a summary description of any other important factors or information that may be relevant to the Special Master's allocation, focusing on the regulatory or legal responsibility, and the costs or expenses related to and caused by PCB contamination, specific to the Class Member. The Class Member may continue this summary by attaching no more than two (2) pages typed, 14-point font entitled "Sediment Sites Fund—Other Important Factors and Information."

Please provide a summary description of other relevant named Responsible Parties, and what impact, if any, those other relevant named Responsible Parties will have on the information provided above, including cost-sharing or cost reduction for the Class Member. Please continue this summary by attaching no more than two (2) page typed, 14-point font entitled “Sediment Sites Fund—Other Responsible Parties.”

[illegible]

Please provide a total Sediment Site Fund award requested by the Class Member:

Please attach no more than 25 pages of supporting documentation and evidence of your summary description, past and future costs and expenses, and other important factors and information that may be relevant to the Special Master's allocation. Only the first 25 pages submitted will be considered by the Special Master.

I hereby declare under penalty of perjury under the laws of the state of _____ that the information within this application and its attachments are true and correct to the best of my knowledge. Executed this _____ day of _____ at _____ (County), _____ (State).

Signed: _____

(Must be signed by the Contact Person named above)

Application Instructions and Information:

Please fill out this Sediment Sites Allocation Application to the best of your knowledge and the knowledge of the qualifying Class Member. Please return your completed application to [INSERT EMAIL] no later than [INSERT DATE]. Late applications will not be considered by the Special Master. Qualifying Class Members that do not return a completed application or that return a late application will receive an allocation by the Special Master based on the good faith, best efforts of the Allocation Experts to complete an application for the qualifying class member. Qualifying Class Members that do not return a completed application or that return a late application will forfeit the right to the one (1) appeal to the Special Master but will not forfeit the receipt of Reserve Funds distributed pro-rata after all Appeals are exhausted and decided by the Special Master.

For any questions about this application or process, you may contact Lead Class Counsel Scott Summy, John Fiske, or Carla Burke of Baron & Budd, P.C., at PCBClassAction@BaronBudd.com; the Special Master at [INSERT EMAIL]; or the Allocation Experts at [INSERT EMAIL].

Exhibit G

Part A- Litigating Entities- Special Needs Fund- Allocation Application

Litigating Entity: _____

Litigating Entity Contact Information:

Contact Person: _____ Phone Number: _____

Email Address: _____

Did the Litigating Entity file a lawsuit? If yes, what date?

Did the Litigating Entity obtain a successful order on a motion to dismiss?

Did the Litigating Entity serve a Rule 26(f) Initial Disclosure on Defendants?

Did the Litigating Entity participate in other discovery such as written discovery, document production, and public records act requests? If yes, please describe the extent of such discovery including number of interrogatories propounded and responded to, the number of documents produced, and the number of documents provided pursuant to a public records act request.

Did the Litigating Entity participate in other discovery such as site visits, depositions of public entity personnel, depositions of retained expert witnesses, preparation of expert witness reports, exchange of expert witness reports, or other discovery efforts such as discovery motions? If yes, please describe the extent of such discovery including number of site visits, depositions, reports, or other efforts such as discovery motions.

Did the Litigating Entity participate in a motion for summary judgment, motion in limine, *Daubert* motion, or other significant pre-trial motion? If yes, please describe the extent of such motion practice.

Is the Litigating Entity a Named Class Action Representative? If yes, was the Litigating Entity involved in the negotiation of the Class Action Settlement?

Did the Litigating Entity oppose and/or litigate a counterclaim or cross-claim filed against it by Defendants?

Please describe the Litigating Entities' in-house efforts and costs, including but not limited to the number of lawyers actively involved in the litigation, the number of non-lawyer public entity personnel actively involved in the litigation, costs absorbed by the public entity (rather than initially advanced by outside counsel), if any, and any other information regarding in-house efforts and costs.

Please provide a total Part A award requested by the Litigating Entity:

\$ _____

Please attach no more than 25 pages of supporting documentation and evidence that may be relevant to the Special Master's allocation. Only the first 25 pages submitted will be considered by the Special Master.

I hereby declare under penalty of perjury under the laws of the state of _____ that the information within this application and its attachments are true and correct to the best of my knowledge. Executed this ____ day of _____ at _____ (County), _____ (State).

Signed: _____

(Must be signed by the Contact Person named above)

Application Instructions and Information:

Please fill out this Litigating Entities Part A Special Needs Fund Allocation Application to the best of your knowledge and the knowledge of the Litigating Entity. Please return your completed application to [INSERT EMAIL] no later than [INSERT DATE]. Late applications will not be considered by the Special Master. Litigating Entities that do not timely return a completed application forfeit any right to Part A funds.

For any questions about this application or process, you may contact Lead Class Counsel Scott Summy, John Fiske, or Carla Burke of Baron & Budd, P.C., at PCBClassAction@BaronBudd.com; the Special Master at [INSERT EMAIL]; or the Allocation Experts at [INSERT EMAIL].

Exhibit H

Part B- Significant Benefit or Cost- Special Needs Fund- Allocation Application

Class Member: _____

Class Member Contact Information:

Contact Person: _____ Phone Number: _____

Email Address: _____

Please describe the Class Member's actions or work resulting in a significant regional, state, or national benefit regarding PCB contamination related to stormwater. The Class Member may continue this summary by attaching no more than two (2) pages typed, 14-point font, entitled "Part B- Significant Benefit."

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Please describe the Class Member’s additional cost or expense, which is not covered by the Monitoring Fund, TMDL Fund, Sediment Fund, or Special Needs Part A Fund, resulting from PCB contamination related to stormwater. The Class Member may continue this summary by attaching no more than two (2) pages typed, 14-point font, entitled “Part B- Significant Cost.”

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for writing or drawing. There are no margins, text, or other markings present.

Please provide a total Special Needs Part B award requested by the Class Member:

Please attach no more than twenty-five (25) pages of supporting documentation and evidence that may be relevant to the Special Master's allocation. Only the first 25 pages submitted will be considered by the Special Master.

I hereby declare under penalty of perjury under the laws of the state of _____ that the information within this application and its attachments are true and correct to the best of my knowledge. Executed this ____ day of _____ at _____ (County), _____ (State).

Signed: _____

(Must be signed by the Contact Person named above)

Application Instructions and Information:

Please fill out this Litigating Entities Part B Special Needs Fund Allocation Application to the best of your knowledge and the knowledge of the Class Member. Please return your completed application to [INSERT EMAIL] no later than [INSERT DATE]. Late applications will not be considered by the Special Master. Class Members that do not timely return a completed application forfeit any right to Part B funds.

For any questions about this application or process, you may contact Lead Class Counsel Scott Summy, John Fiske, or Carla Burke of Baron & Budd, P.C., at PCBClassAction@BaronBudd.com; the Special Master at [INSERT EMAIL]; or the Allocation Experts at [INSERT EMAIL].

Exhibit I

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF
CALIFORNIA WESTERN DIVISION**

Case No.: 2:16-cv-03493-FMO-AS

**NOTICE OF PENDENCY OF
CLASS-ACTION PROPOSED
SETTLEMENT AND COURT-
APPROVAL HEARING**

TO: As of June 24, 2020 only, but not later, all NPDES Phase I and II city, town, village, borough, township, and independent port district MS4 permittees with jurisdictional boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs and all NPDES Phase I and II county MS4 permittees with urbanized, unincorporated boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs.

THIS IS A COURT-APPROVED NOTICE. PLEASE READ THIS NOTICE CAREFULLY, AS THE PROPOSED SETTLEMENT DESCRIBED BELOW MAY AFFECT YOUR LEGAL RIGHTS AND PROVIDE YOU POTENTIAL BENEFITS. THIS IS *NOT* A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

I. WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this Notice is (i) to advise you of a proposed settlement (referred to as the "Settlement") of the above-captioned consolidated lawsuits (the "Action") pending against Monsanto Company, Solutia Inc., and Pharmacia LLC (the former Monsanto Company), (collectively, "Defendant" or "Monsanto") in the United States District Court for the Central District of California (the "Court"); (ii) to summarize your rights in connection with the Settlement; and (iii) to inform you of a Court hearing to consider whether to grant final approval of the Settlement, to be held on [DATE/TIME] before the

Honorable Fernando M. Olguin, United States District Judge of the United States District Court for the Central District of California, located at 350 W. First St., Los Angeles, California 90012.

II. WHAT IS THE ACTION ABOUT?

Plaintiffs City of Long Beach, Mayor and City Council of Baltimore, City of Berkeley, City of Chula Vista, County of Los Angeles, City of Oakland, City of Portland, Port of Portland, City of San Diego, City of San Jose, and City of Spokane filed lawsuits against Defendant in district courts in their respective jurisdictions. In their complaints, Plaintiffs asserted that Defendant manufactured a class of industrial chemicals called polychlorinated biphenyls (“PCBs”) between the 1930s and 1977 and stated various causes of action against Defendant for alleged PCB-related impairments to the environment, including to water bodies. Plaintiffs alleged that PCBs are present at sites and public properties, including in stormwater, stormwater and wastewater systems, water bodies, sediment, natural resources, fish and wildlife. Plaintiffs sought compensatory damages and injunctive and equitable relief.

On _____, the Court entered an order certifying the Action as a class action, and specifically certifying a Nationwide Class defined as: **As of June 24, 2020 only, but not later, all NPDES Phase I and II city, town, village, borough, township, and independent port district MS4 permittees with jurisdictional boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs and all NPDES Phase I and II county MS4 permittees with urbanized, unincorporated boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs.** The claims certified for class-action treatment include claims that Defendant’s PCBs and PCB-containing products were defectively designed, that the risks of environmental harm associated with PCBs and PCB-containing products outweighed the benefits of their uses, that Defendant failed to warn of the risks of harm associated with PCBs and PCB-containing products, and that Plaintiffs and the Settlement Class Members suffered property damage as a result of PCB contamination.

Defendant denies that class certification was or remains appropriate

(except for purposes of the proposed settlement), denies that its PCBs and PCB-containing products were defectively designed, denies that the risks of environmental harm associated with PCBs and PCB-containing products outweigh their benefits, denies that it acted unlawfully, and asserts various legal and factual defenses against Plaintiffs' claims.

The parties reached a settlement before the Court resolved the claims and defenses of the parties in the Action. Therefore, the Court never resolved whether Defendant did anything wrong.

This Notice should not be understood as an expression of any opinion by the Court as to the merits of the Plaintiffs' claims or Defendant's defenses. Plaintiffs and Defendant recognize that to resolve these and other important issues would be time-consuming, uncertain, and expensive, which is part of the reason for the Settlement.

III. WHO IS PART OF THE PROPOSED SETTLEMENT?

Plaintiffs and Defendant have entered into an agreement to settle the Action (the "Settlement Agreement"). The Court has preliminarily approved the Settlement Agreement as fair, reasonable, and adequate. The Court will hold a final Court Approval Hearing, as described below, to consider whether to make the settlement final.

You are a Class Member if you are:

- **As of June 24, 2020 only, but not later, an NPDES Phase I or II city, town, village, borough, township, or independent port district MS4 permittee with jurisdictional boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs;**

OR

- **As of June 24, 2020 only, but not later, an NPDES Phase I or II county MS4 permittees with urbanized, unincorporated boundaries within a HUC 12 Watershed that contains and/or is**

immediately adjoining a 303(d) water body impaired by PCBs.

If you received this Notice about the proposed settlement in the mail, then you have been identified as an Initial Settlement Class Member according to the parties' records.

Initial Settlement Class Members have been identified in accordance with the Class Definition using three publicly maintained and available databases, as follows: (1) the U.S. EPA 303(d) list of bodies of water impaired by PCBs; (2) USGS HUC 12 Watersheds; (3) U.S. Census Bureau.

IV. WHAT ARE THE KEY TERMS OF THE PROPOSED SETTLEMENT?

The key terms of the proposed Settlement are as follows.

1. **Settlement Amount.** Defendant has agreed to pay up to five hundred and fifty million dollars (\$550,000,000) as the total and maximum dollar amount Defendant will be obligated to pay as a net class benefit if the Court grants final approval and all other contingencies are met. This amount includes all payments (i) to Settlement Class Members in exchange for the Release (as described below), and (ii) to the Plaintiffs as class-representative awards (as described below). The Settlement Amount does not include the amount to be paid to Plaintiffs' attorneys for attorneys' fees and expenses actually incurred in the Action (as described below). The Settlement Amount also does not include the reasonable costs and expenses incurred in (1) the notice process, which includes all costs incurred in connection with preparing, printing, publishing, and mailing the Direct Notice; and (2) the administration process, which includes all costs and expenses incurred to hire a Class Action Settlement Administrator and costs of processing claims and administering the Settlement Agreement. Defendant will pay for the costs of the notice process and the costs necessary to process claims and administer the Settlement Agreement. The costs and expenses for implementing the Allocation by the Special Master will be split equally between the Parties; however, Defendant's share of costs and expenses shall not exceed \$100,000. Any additional costs and expenses for implementing the Allocation shall be paid from Class Counsel's Attorneys' Fees and Expenses. No costs and expenses for implementing the Allocation shall be paid from the Settlement Fund.

2. **Settlement Benefit.** Each Settlement Class Member who has not excluded itself from the Class will be eligible to receive a settlement check(s) from the Class Action Settlement Administrator based on the Settlement Class Allocation method developed by Lead Class Counsel, the Special Master, and the Named Class Plaintiffs' consulting experts, which has been approved by the Court as fair and reasonable.

The Settlement Amount will be allocated among four separate funds for Class Members. Any amount allocated to a Settlement Class Member in the Monitoring Fund or TMDL Fund that opts out of the Settlement, will be reallocated to Settlement Class Members pursuant to the Settlement Agreement. **You may be eligible to receive a payment from one or more of these funds. You are required to apply to receive payment from certain funds.**

(a) **Monitoring Fund.** The Monitoring Fund will include \$42,895,000. **Every Settlement Class Member will receive a minimum payment from the Monitoring Fund as consideration for a Release.** The funds are intended to pay for PCB sampling and/or any other mitigation efforts in the Settlement Class Member's sole discretion, as part of compliance with applicable law.

The amount of Monitoring Fund payments are based on each Settlement Class Member's NDPES Permittee status as Phase I or Phase II and each Settlement Class Member's population as follows:

- (1) Phase I \geq 100,000 pop. and Phase I independent port districts each receive \$30,000
- (2) Phase I $<$ 100,000 pop. each receive \$20,000
- (3) Phase II \geq 100,000 pop. and Phase II independent port districts each receive \$25,000
- (4) Phase II $<$ 100,000 pop. each receive \$15,000

(b) **TMDL Fund.** The TMDL Fund will include \$250,000,000. **Not every Settlement Class Member is eligible to receive payment from the TMDL Fund.** A Settlement Class Member will receive a payment from the TMDL Fund if the Settlement Class Member is subject to and/or responsible for a TMDL, TMDL Alternative, or TMDL Direct-to-Implementation regulation, promulgated or updated after January 1, 2010, wherein PCB is a named constituent.

The amount of TMDL Fund payments are determined by the following TMDL Allocation Calculation: for all TMDL Fund Entities, multiply (1) the total jurisdictional area within any HUC-12 Watershed that contains a 303(d) water body with a PCB TMDL, by (2) the USGS Geodatabase Imperviousness of such jurisdictional area (known as “Weighted Imperviousness”). Then, proportionally normalize all Weighted Imperviousness values to calculate a weighted, relative percentage for each TMDL Fund Entity. Lastly, multiply (1) the weighted, relative percentage for each TMDL Fund Entity, by (2) the total fund less Population Factor Awards. A 0.7 multiplier is applied to any TMDL Fund Entity with a population of less than one hundred thousand (100,000). To account for large populations as a factor in the equitable allocation of the TMDL Fund, each TMDL Fund Entity town, city, village, borough, or township with a population of more than 1 million, and each TMDL Fund Entity county with a population of more than 2 million, will receive a Population Factor Award of \$2 million. No Settlement Class Member will recover more than seven million five hundred thousand dollars (\$7,500,000) under the TMDL Fund, regardless of whether a Population Factor Award would otherwise have provided for an amount greater than \$7,500,000.

(c) Sediment Sites Fund. The Sediment Sites Fund will initially receive \$150,000,000. **Not every Settlement Class Member is eligible to receive payment from the Sediment Sites Fund.** A Settlement Class Member will receive a payment from the Sediment Sites Fund if the Settlement Class Member is a Noticed Party/Potentially Responsible Party or named Responsible Party in at least one of three types of regulated Sediment Sites wherein PCBs have contaminated sediments due to stormwater contribution. The three types of Sediments Sites include only the following: (1) U.S. EPA Superfund Sites, (2) U.S. EPA Large Sediment Sites, and/or (3) Clean Water Act Category 4b Sites/Waters. The following is a list of Sediment Sites wherein at least one Initial Settlement Class Member is a Noticed Party/Potentially Responsible Party or named Responsible Party due to stormwater contribution of PCBs: Diamond Alkali-Lower Passaic River (Newark, New Jersey); Newtown Creek (New York, New York); Gowanus Canal (New York, New York); Lower Duwamish Waterway (Seattle, Washington); Portland Harbor (Portland, Oregon); Commencement Bay, Near Shore/Tide Flats (Tacoma, Washington); Harbor Island (Lead) (Seattle, Washington); Pacific Sound Resources (Seattle, Washington); San Diego Bay (San Diego,

California). Class Members who are eligible for Sediment Sites Fund payments are “Qualifying Sediment Site Entities.” The following is the list of the twelve (12) Initial Settlement Class Members that are Noticed Parties/Potentially Responsible Parties or named Responsible Parties, due to stormwater contribution of PCBs, in at least one Sediment Site: City of Newark, New Jersey; City of New York, New York; City of Seattle, Washington; King County, Washington; Port of Seattle, Washington; City of Tukwila, Washington; City of Tacoma, Washington; Port of Tacoma, Washington; City of Portland, Oregon; Port of Portland, Oregon; City of San Diego, California; Port of San Diego, California.

The Sediment Sites Fund will be allocated among Qualifying Sediment Site Entities identified in Paragraph 79(c) of the Settlement Agreement, other than any Opt-Out Litigating Entity, by a court-appointed Special Master. The Special Master shall use the Sediment Sites Application to inform, guide, and design an equitable allocation among all eligible applicants based on the totality and relativity of the following PCB-caused factors: past costs and expenses spent as of the date of the application for Sediment Site remediation; past costs and expenses spent as of the date of the application for other mitigation required due to the Sediment Site; documented and evidenced future costs and expenses that will be spent for Sediment Site remediation; documented and evidenced future costs and expenses that will be spent for mitigation required due to the Sediment Site; and any other important factors or information deemed relevant by the Special Master. The Special Master will rely solely on the application and documents submitted and will not include oral advocacy, presentation, interview, or interactive process. All applications and documents submitted to the Special Master for the Allocation will be and will remain confidential.

Applications must be submitted within 65 days of the Preliminary Approval Order. Applications may be submitted electronically to www.PCBClassAction.com, Attn: Judge Jay Gandhi.

If a Qualifying Sediment Site Entity fails to provide a Sediment Sites Application, the Special Master will work with the Allocation Experts to determine, upon application completed by the Allocation Experts, the allocation amount that could have been otherwise allocated to the Qualifying

Sediment Site Entity that did not submit an application. For each Opt-Out Litigating Entity Qualifying Sediment Site Entity, the Sediment Sites Fund will be reduced by \$12,500,000 ($\$150,000,000/12=\$12,500,000$) and this amount will be subtracted from the total Settlement Fund, with the balance of the Sediment Sites Fund being allocated to the Non-Opt-Out Qualifying Sediment Site Entities.

The Special Master may, but is not required to, create an appeals process by utilizing a Sediment Sites Appeals Reserve Fund of up to ten percent (10%) of the \$150,000,000 fund. If created by the Special Master, the appeals process will allow for one (1) de novo appeal from each eligible applicant, and any decisions will be at the discretion of the Special Master. The appeals process, if any, shall be conducted within an efficient time-frame so as not to hinder the progress of the overall Allocation. The appeals process, if any, shall include only a two (2) page written appeal explaining the basis for the appeal, referring only to the original application as evidence of such basis. Any Sediment Sites Appeals Reserve Funds remaining after all appeals have been decided by the Special Master shall be redistributed to all Sediment Site Settlement Class Members on a pro-rata basis. All final decisions of the Special Master, after any appeals process, if any, will be final, binding, and unappealable.

(d) Special Needs Fund. The Special Needs Fund will receive \$107,105,000, further allocated into two separate parts known as Special Needs Fund, Part A and Special Needs Fund, Part B. **Settlement Class Members must apply to receive payment from these funds. Not every Settlement Class Member is eligible to receive payment from the Special Needs Funds.**

1. Special Needs Fund, Part A. Special Needs Fund, Part A is allocated \$57,105,000. Not every Settlement Class Member is eligible for a payment from Special Needs Fund, Part A, which is intended to compensate and accommodate those Litigating Entities whose time, energy, effort, attorney work product, costs, expenses, and risk of litigation helped to cause the entire Class Settlement, for the benefit of all 2,528 Initial Settlement Class Members.

Payment from Special Needs Fund, Part A is available only to those Initial Settlement Class Members that are “Litigating Entities” --- i.e., Class

Members that (1) have filed tort, public nuisance, and/or product liability lawsuits against Defendant for PCB contamination of stormwater and sediment, and/or (2) that are Named Class Members --- who submit Special Needs Fund, Part A Applications. Litigating Entities include only the following fifteen (15) Initial Settlement Class Members: City of Chula Vista, City of San Diego, Unified Port District of San Diego, City of Long Beach, County of Los Angeles, City of San Jose, City of Berkeley, City of Oakland, City of Portland, Port of Portland, City of Seattle, City of Tacoma, City of Spokane, City of Baltimore, and County of Baltimore.

The Special Master will equitably and reasonably allocate Part A funds, upon application, based on the totality and relativity of the following factors: whether outside counsel was retained; whether a lawsuit was filed; how long the lawsuit was filed at the time of Preliminary Class Approval; the case posture and procedure of any lawsuit; the amount, time, energy, cost, and productivity during discovery with Defendant; the retention of experts; the development of expert testimony and reports; the preparation and presentation of experts for deposition; the litigation of significant motions, including but not limited to motions to dismiss, discovery motions, motions for summary judgment or adjudication, in limine motions, and other motions; and any other important factors or information deemed relevant by the Special Master as having a significant impact on, or catalyst for, this Settlement. The Special Master will rely solely on the application and documents submitted and will not include oral advocacy, presentation, interview, or interactive process. All applications and documents submitted to the Special Master for the Allocation will be and will remain confidential, and subject to Evidence Code section 408 and state law equivalent code sections, to this Settlement Allocation process and shall not be disclosed or shared beyond the review of the following: the Special Master, the Allocation Experts, Lead Class Counsel, the Class Action Settlement Administrator, and the Court. The Claims Administrator shall also provide Monsanto with a quarterly accounting of the Settlement Funds and any distributions made as part of the Allocation. The standard for any judicial oversight or review, if any, of the Special Master will be a “de novo” standard. The Special Master will give attention and consideration to any Litigating Entity that has incurred attorneys’ fees to outside counsel, other than Lead or Co-Class Counsel. The Special Master will reasonably and equitably prioritize and reimburse any Litigating Entity that, through outside counsel other than

Lead or Co-Class Counsel, incurred reasonable, documented out-of-pocket litigation costs. Litigating Entities that retained outside counsel, and that were not under contract for representation by Lead or Co-Class Counsel, may apply for and receive, subject to Special Master Allocation, an equitable and reasonable allocation for such outside counsel, including attorneys' fees and costs. Nothing herein shall prevent any Litigating Entity from applying for and receiving, subject to Special Master Allocation, an equitable allocation for in-house or general counsel fees, overhead, salaries, time, energy, costs, resources, and/or attention, including but not limited to city attorneys, county counsel, and/or general counsel.

Not every Settlement Class Member who submits a Special Needs Fund, Part A Application will receive payment from this Fund. Certain Settlement Class Members are not eligible to receive payment, or payment for certain categories, from the Special Needs Fund, Part A:

- Settlement Class Members that are not Litigating Entities shall not recover from the Special Needs Fund, Part A.
- Litigating Entities, which as of October 2019, were under contract for representation by Lead or Co-Class Counsel shall not recover for outside counsel fees or costs in the Special Needs Fund, Part A.
- Litigating Entities that do not timely return a completed application will not receive any payment from the Special Needs Fund, Part A.

Applications must be submitted within 65 days of the Preliminary Approval Order. Applications may be submitted electronically to www.PCBClassAction.com, Attn: Judge Jay Gandhi.

The Special Master may, but is not required to, create an appeals process by utilizing a Part A Appeals Reserve Fund of up to ten percent (10%) of the \$57,105,000 fund. If created by the Special Master, the appeals process will allow for one (1) de novo appeal from each eligible applicant, and any decisions will be the discretion of the Special Master. The appeals process, if any, shall be conducted within an efficient time-frame so as not to hinder the progress of the overall Allocation. The appeals process, if any, shall include only a two (2) page written appeal explaining the basis for the appeal, referring only to the original application as evidence of such basis. Any Part A Appeals Reserve Funds remaining after all appeals have been decided by the Special Master shall

be redistributed to all Litigating Entities on a pro-rata basis. All final decisions of the Special Master, after any appeals process, if any, will be final, binding, and unappealable.

2. **Special Needs Fund, Part B.** Special Needs Fund, Part B, is allocated \$50,000,000. Not every Settlement Class Member is eligible for a payment from Special Needs Fund, Part B, which is intended to compensate those Settlement Class Members who apply and make a showing, in the discretion of the Special Master, of a significant regional, state, or national benefit, cost, or contribution regarding 303(d) bodies of water impaired by PCBs through stormwater and/or dry weather runoff, and such benefit, cost, or contribution is not otherwise encompassed within any other part of this Allocation.

The Special Master will equitably and reasonably allocate Part B funds among only those Settlement Class Members who apply for funds. Settlement Class Members that do not timely return a completed application forfeit any right to Part B Funds. Application does not guarantee that the Special Master will allocate Part B Funds to the applicant. **Some Part B applicants may not receive any Part B Funds.** The Special Master shall use the Special Needs Fund, Part B Application to inform, guide, and design an equitable allocation among all eligible applicants. The Special Master will rely solely on the application and documents submitted and will not include oral advocacy, presentation, interview, or interactive process. All applications and documents submitted to the Special Master for the Allocation will be and will remain confidential, and subject to Evidence Code section 408 and state law equivalent code sections, to this Settlement Allocation process and shall not be disclosed or shared beyond the review of the following: the Special Master, the Allocation Experts, Lead Class Counsel, the Class Action Settlement Administrator, and the Court. At the discretion of the Special Master, Defendant may have access to the information for business purposes only, such as insurance or other business needs, provided however that such materials are maintained by Defendant as confidential to the extent legally allowable. The Class Action Settlement Administrator shall also provide Monsanto with a quarterly accounting of the Settlement Funds and any distributions made as part of the Allocation. Documents related to the Portland Harbor Superfund Site shall remain confidential in any event during the pendency of the Portland Harbor Superfund Site action. **Settlement Class Members that do not timely**

return a completed application forfeit any right to Part B Funds.

Applications must be submitted within 65 days of the Preliminary Approval Order. Applications may be submitted electronically to www.PCBClassAction.com, Attn: Judge Jay Gandhi.

The Special Master may, but is not required to, create an appeals process by utilizing a Part B Appeals Reserve Fund of up to ten percent (10%) of the \$50,000,000 fund. If created by the Special Master, the appeals process will allow for one (1) de novo appeal from each eligible applicant, and any decisions, including regarding eligibility, will be the discretion of the Special Master. The appeals process, if any, shall be conducted within an efficient time-frame so as not to hinder the progress of the overall Allocation. The appeals process, if any, shall include only a two (2) page written appeal explaining the basis for the appeal, referring only to the original application as evidence of such basis. Any Part B Appeals Reserve Funds remaining after all appeals have been decided by the Special Master shall be redistributed to all Part B awarded applicants only on a pro-rata basis. Part B applicants who did not receive an award under either an initial application or an appeal will not receive any pro-rata distribution after all appeals are exhausted. All final decisions of the Special Master, after any appeals process, if any, will be final, binding, and unappealable.

The Special Master may, in his sole discretion, fairly and reasonably, and consistent with the intention and general structure of the terms of the Allocation, equitably balance monetary allocations to Settlement Class Members to the extent that any did not receive a proper and appropriate Allocation in accordance with the terms herein.

3. Payment of Settlement Benefit. Settlement benefits vary based on the Settlement Members' status as described above. Subject to Paragraph 79(e) of the Settlement Agreement, Monsanto Company, on behalf of the entities described in Paragraphs 14 and 42 of the Settlement Agreement, agrees to pay, within thirty (30) days of the Effective Date, into the Class Action Settlement Administrator's escrow account a lump sum up to Five Hundred and Fifty Million Dollars (\$550,000,000). The payment shall be made to Settlement Class Members as soon as possible and at the earliest reasonable direction by the Special Master to the Claims Administrator.

4. **Release.** Plaintiffs and all Settlement Class Members who have not excluded themselves from the Class will release certain claims against the Defendant, its affiliates, certain predecessors and successors, and other parties set forth in the Settlement Agreement. This is referred to as the "Release." Generally speaking, the Release will prevent any Settlement Class Member from bringing any lawsuit or making any claims that Defendant's PCBs and PCB-containing products were defectively designed, that the risks of environmental harm associated with PCBs and PCB-containing products outweighed the benefits of their uses, that Defendant failed to warn of the risks of harm associated with PCBs and PCB-containing products, and that Plaintiffs and the Class suffered property damage as a result of PCB contamination. The terms of the Release, as set forth in the Settlement Agreement, can be found in the Addendum at the end of this Notice.

The Release, as set forth in Paragraphs 106-108, and Paragraph 41, of the Settlement Agreement and the Addendum to this Notice, will be effective as to every Settlement Class Member who has not excluded itself from the Class, regardless whether or not that Settlement Class Member receives a Settlement Benefit.

5. **Attorney Fee/Litigation Cost and Class Representative Awards.** The Court will determine the amount of attorneys' fees and expenses to award to Class Counsel from the Settlement Amount for investigating the facts and law in the Action, litigating the Action since 2015, and negotiating the proposed Settlement of the Action. Class Counsel will request an award of all Attorneys' Fees and Expenses in a total amount of \$98,000,000 to be paid by Defendant. Class Counsel will make their request in a motion for attorneys' fees and litigation costs to be filed with the Court at least 60 days before the Final Approval Hearing. After the motion for attorneys' fees and litigation costs is filed, copies will be available from Class Counsel, the Settlement website, or from the Court docket.

Any attorneys' fees, litigation costs, or award to the class representatives approved by the Court will be paid by Defendant exclusively and will not be paid from the class benefit Settlement Amount.

6. **Settlement Administration.** In addition to the Settlement Amount, Defendant has agreed to pay the reasonable costs of (1) the notice process, which includes all costs incurred in connection with preparing, printing, publishing, and

mailing the Direct Notice; and (2) the administration process, which includes all costs and expenses incurred to hire a Class Action Settlement Administrator and costs of processing claims and administering the Settlement Agreement. No costs and expenses for implementing the Allocation shall be paid from the Settlement Fund.

7. **Dismissal of the Action.** If the Settlement is approved by the Court and becomes final, the Action will be dismissed with prejudice. If the Settlement is not approved by the Court or does not become final for any reason, the Action will continue, and Class Members will not be entitled to receive any Settlement Benefit.

THE PARAGRAPHS ABOVE PROVIDE ONLY A GENERAL SUMMARY OF THE TERMS OF THE PROPOSED SETTLEMENT. YOU CAN REVIEW THE SETTLEMENT AGREEMENT ITSELF FOR MORE INFORMATION ABOUT THE EXACT TERMS OF THE SETTLEMENT. THE SETTLEMENT AGREEMENT IS AVAILABLE FROM LEAD CLASS COUNSEL.

V. WHO REPRESENTS THE SETTLEMENT CLASS?

The Court has appointed the attorneys from the following law firms to act as counsel for the Class (referred to as "Lead Class Counsel" or "Plaintiffs' Counsel") for purposes of the proposed settlement:

Scott Summy
Carla Burke Pickrel
Baron & Budd, P.C.
3102 Oak Lawn Avenue,
Ste. 1100
Dallas, Texas 75219
(214) 521-3605

summy@baronbudd.com
cburkepickrel@baronbudd.com
jfiske@baronbudd.com

John Fiske
Baron & Budd, P.C.
11440 West Bernardo Court, Suite
265
San Diego, CA 92127
858-251-7424

VI. WHAT ARE THE REASONS FOR THE PROPOSED SETTLEMENT?

Plaintiffs and Defendant agreed on all of the terms of the proposed Settlement through extensive arms-length negotiations between Plaintiffs' Counsel and Counsel for the Defendant, with the able assistance of a third-party mediator, Hon. Jay C. Gandhi (Ret.) of JAMS. The parties have entered into the proposed Settlement after weighing the benefits of the Settlement against the probabilities of success or failure in the Action, and against the delays that would be likely if the Action proceeded to trial and, after trial, to appeal.

Plaintiffs and Plaintiffs' Counsel have concluded that the proposed Settlement provides substantial benefits to the Class, avoids prolonged litigation, and is in the best interests of the Class. Plaintiffs and Plaintiffs' Counsel have concluded that the proposed Settlement is fair, reasonable, and adequate.

Defendant firmly denies any wrongdoing and any liability whatsoever, but believes that it is in its best interest to settle the Action on the terms set forth in the Settlement Agreement in order to avoid further expense, uncertainty, inconvenience, and business disruption as a result of the Action.

VII. WHAT DO YOU NEED TO KNOW AND DO NOW?

You CAN PARTICIPATE IN THE SETTLEMENT. You do not need to do anything in order to participate in the Settlement and be represented by Plaintiffs and Plaintiffs' Counsel. You will not be billed for their services. If you do nothing, you will be eligible to receive the Monitoring Fund Payment described in this Notice and certain Class Members also will be eligible to receive payments from the TMDL Fund. You may apply for additional payments from the Sediment Sites Fund and the Special Needs Funds, Parts A and B by submitting applications to the Special Master. Plaintiffs' Counsel will receive a fee only if the Court approves the Settlement and the fee award, if any, will be set by the Court. If you participate in the Settlement, you will be bound by any judgment or other final disposition of the Action, including the

Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against Defendant separately if those claims are within the scope of the Release.

You CAN OPT OUT OF THE SETTLEMENT. If you do not wish to be a Class Member, and do not want to participate in the Settlement and receive a Settlement Benefit Check, you may exclude yourself from the Class by completing and mailing a notice of intention to opt-out (referred to as an "Opt-Out").

To be treated as valid, the Opt-Out must be sent via certified or first class mail to the Class Action Settlement Administrator at the address below.

Class Action Settlement Administrator
Steven Weisbrot of Angeion Group, LLC
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

The Opt-Out must be postmarked on, or personally delivered, no later than [DATE].

The Opt-Out must bear the signature of the Settlement Class Member (even if represented by counsel), and the Settlement Class Member's current address and telephone number. If the Settlement Class Member has entered into a written or oral agreement to be represented by counsel, the request for exclusion shall also be signed by the attorney who represents the Settlement Class Member.

Any Settlement Class Member who has not timely and properly filed an Opt-Out will be bound by the Settlement and all subsequent proceedings, orders, and judgments, including, but not limited to, the Release and Final Approval Order. **Any Settlement Class Member who elects to opt out of the Settlement Class pursuant to this Agreement shall not be entitled to any Settlement Benefit.**

Settlement Class Members who have elected to Opt Out of the Settlement Class may withdraw their Opt-Out requests prior to the Effective Date, but only

if they accept the benefits and terms of this Settlement and dismiss with prejudice any other pending action against Defendant arising out of PCB-related impairments to the environment, including water bodies.

Lead Class Counsel shall have the right to contact persons who file Opt-Outs and to challenge the timeliness and validity of any Opt-Out requests, as well as the right to effect the withdrawal of any exclusion filed in error and any exclusion request which a Settlement Class Member wishes to withdraw for purposes of participating in the Settlement as set forth in this Agreement. The Court shall determine whether any of the contested Opt-Outs are valid.

You CAN OBJECT OR TAKE OTHER ACTIONS. Any Settlement Class Member who has not successfully excluded itself (“Opted-Out”) may object to the Settlement. To exercise this objection right, the Settlement Class Member must provide written notice of the objection via certified or first class mail to the Court and the Class Action Settlement Administrator at the addresses below:

United States District Court for the Central District of California
350 W. First Street
Los Angeles, California, 90012

Class Action Settlement Administrator
Steven Weisbrot of Angeion Group, LLC
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

The Objection must be postmarked on, or personally delivered, no later than [DATE].

The objection must bear the signature of the Settlement Class Member (even if represented by counsel), the Settlement Class Member’s current address and telephone number, and state the exact nature of the objection including any legal support the Settlement Class Member wishes to introduce in support of the objection, and whether or not the Settlement Class Member intends to appear at the Final Approval Hearing. If the Settlement Class Member is represented by counsel, the objection shall also be signed by the attorney who represents the Settlement Class Member and state whether the

attorney representing the objector will appear at the Final Approval Hearing.

Any Settlement Class Member who fails to comply with these provisions shall waive and forfeit any and all rights to appear separately and/or to object, and shall be bound by all the terms of this Settlement Agreement and by all subsequent proceedings, orders and judgments, including, but not limited to, the Release, the Final Order and the Final Judgment in the Actions. The exclusive means for any challenge to this Settlement shall be through the provisions of Section VI of the Settlement Agreement. Without limiting the foregoing, any challenge to the Settlement or Final Approval Order shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

Any Settlement Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if this Settlement Agreement and the terms contained herein are approved, as long as the objecting Settlement Class Member complies with all requirements of this Settlement Agreement applicable to Settlement Class Members, including the timely submission of an Application and other requirements herein.

Appearances at the Court Approval Hearing. It is not necessary for you to appear at the final Court Approval Hearing. If you have not excluded yourself from the Class and wish to appear and/or speak at the hearing, whether personally or through a lawyer, then you must properly file a Notice of Appearance in the Action with the Clerk of Court of the United States District Court for the Central District of California, and you must mail or hand-deliver a copy of the Notice of Appearance to Class Counsel and Counsel for the Defendant at the addresses set forth below, by [DATE]. If you choose to participate at the hearing, you will not be permitted to raise matters that you could have raised, but did not raise, in a properly submitted and valid objection (as described above) without the Court's approval.

Other Motions or Submissions Concerning the Action or the Settlement. It is not necessary for you to submit any motion concerning the Action or Settlement to the Court. If you have not excluded yourself from the Settlement and want to submit a motion to the Court concerning the Settlement or the Action, however, then you must properly file a

motion, together with all supporting documents, in the Action with the Clerk of Court of the United States District Court for the Central District of California, and must mail or hand-deliver a copy of the motion, together with all supporting documents, to Class Counsel and Counsel for the Defendant at the addresses set forth below, by [DATE].

VIII. WHAT WILL HAPPEN AT THE FINAL COURT APPROVAL HEARING?

The Court will hold the final Court Approval Hearing in Courtroom 80 of the First Street U.S. Courthouse, located at 350 W. 1st St., Los Angeles, California, 90012, on [DATE/TIME]. At that time, the Court will determine, among other things, (i) whether the Settlement should be finally approved as fair, reasonable, and adequate, (ii) whether the Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether Class Members should be bound by the Release set forth in the Agreement, (iv) the amount of attorneys' fees and costs to be awarded to Plaintiffs' Counsel, if any, and (v) the amount of the award to be made to Plaintiffs for their services as class representatives, if any. The Court approval hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

IX. HOW CAN YOU GET ADDITIONAL INFORMATION ABOUT THE ACTION, THE PROPOSED SETTLEMENT, THE SETTLEMENT AGREEMENT, OR THE NOTICE?

The descriptions of the Action, the Settlement, and the Settlement Agreement in this Notice are only a general summary. In the event of a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement control. All papers filed in this case, including the full Settlement Agreement, are available for you to inspect and copy (at your cost) at the office of the Clerk of Court, the Settlement website, or online through PACER. A copy of the Settlement Agreement also may be obtained from Class Counsel by contacting them at the addresses or telephone numbers set forth above. Any questions concerning this Notice, the Settlement Agreement, or the Settlement may be directed to Class Counsel. You may also seek the advice and counsel of your own attorney, at your own expense, if you desire.

DO NOT WRITE OR TELEPHONE THE COURT, THE CLERK'S OFFICE, OR DEFENDANT WITH ANY QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT, OR THE SETTLEMENT AGREEMENT.

X. WHAT ARE THE ADDRESSES YOU MAY NEED?

Lead Class Counsel:

Scott Summy
Carla Burke Pickrel
BARON & BUDD, P.C.
3102 Oak Lawn Avenue, Ste. 1100
Dallas, Texas 75219
(214) 521-3605

John Fiske
BARON & BUDD, P.C.
11440 West Bernardo Court, Suite
265
San Diego, CA 92127
(858) 251-7424

Co-Class Counsel:

John Gomez
GOMEZ TRIAL ATTORNEYS
655 W. Broadway, Ste. 1700
San Diego, California 92101

Richard Gordon
Martin Wolf
GORDON, WOLF & CARNEY
100 W. Pennsylvania Ave, Ste. 100
Towson, Maryland 21204

John R. Wertz
2345 Willow Street
San Diego, California 9210

Defendant's Counsel:

Mark D. Anstoetter
Brent Dwerlkotte
SHOOK, HARDY & BACON LLP
2555 Grand Blvd.
Kansas City, Missouri 64108
(816) 474-6550

Settlement Administrator:

Steven Weisbrot
Angeion Group, LLC
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

XI. WHAT YOU MUST INCLUDE IN ANY DOCUMENT YOU SEND REGARDING THE ACTION.

In sending any document to the Settlement Administrator, the Court, Class Counsel, or Defendant's Counsel, it is important that both your envelope and any documents inside contain the following case name and identifying number:

City of Long Beach v. Monsanto Co., et al., CASE NO.: 2:16-cv-03493-FMO-AS.

You must also include your full name, address, email address, and a telephone number where you can be reached.

XII. WHAT IMPORTANT DEADLINES YOU NEED TO KNOW.

DATE	Any notices of appearances and motions must be hand-delivered or postmarked and mailed to the Court and hand-delivered or postmarked and mailed to Class Counsel and Defendant's Counsel.
DATE	All opt-outs must be postmarked and mailed to the Settlement Administrator.
DATE	Any objections must be hand-delivered or postmarked and mailed to the Court and hand-delivered or postmarked and mailed to Class Counsel and Defendant's Counsel.
DATE	Court Approval Hearing

Dated:

The Honorable Fernando M. Olguin
UNITED STATES DISTRICT
JUDGE

ADDENDUM

As noted in Section IV of the Notice, the terms of the Release, and definitions of terms, as embodied in Paragraphs 41-43 and 106-108 of the Settlement Agreement, are reproduced below.

41. “Released Claims” means all claims which were or could have been alleged in the Action, including but not limited to any claim for attorneys’ fees, expenses, and costs. Nothing in this Settlement Agreement will preclude or affect any action under the Comprehensive Response, Compensation and Liability Act (“CERCLA”) or similar state Superfund statutes and applicable regulations, or under any other laws or regulations. This Agreement shall in no way affect any administrative test claims related to the California Water Board. The Releases provided herein shall be mutual between Plaintiffs, Settlement Class Members, and Releasing Persons, on the one hand, and Defendant and Released Persons on the other hand. Releasing Persons release only Released Persons as defined herein.

42. “Released Persons” means Defendant and any Affiliate of Defendant, including but not limited, to Bayer AG, Pfizer Inc., and Eastman Chemical Company. “Affiliate” under this Settlement means each and all past, present, or future, direct or indirect, predecessors, successors (including but not limited to successors by merger or acquisition), parents (including intermediate parents and ultimate parents), subsidiaries, affiliated or related companies, divisions, partnerships, and joint ventures; and any past, present, or future officer, director, shareholder, employee, partner, trustee, representative, agent, servant, insurer, attorney, predecessor, successor, or assignee of any of the above.

43. “Releasing Persons” shall include Named Class Plaintiffs and all Settlement Class Members, and each of their past, present, or future, direct or indirect, predecessors, successors (including but not limited to successors by merger or acquisition), parents (including intermediate parents and ultimate parents), subsidiaries, affiliated or related companies, divisions, partnerships, and joint ventures; and any past, present, or future officer, director, shareholder, employee, partner, trustee, representative, agent, servant, insurer, attorney, predecessor, successor, or assignee of any of the above.

VIII. MUTUAL RELEASE

106. Upon entry of the Final Approval Order, Defendant and Released Persons

will have released all claims arising from PCB contamination that were or could have been alleged against any Named Class Plaintiffs, Settlement Class Members, and/or Releasing Persons. Upon entry of the Final Approval Order, the Releasing Persons will have released the Released Persons from the Released Claims. All Releases provided herein shall be mutual between Plaintiffs, Class Members, and Releasing Persons, on the one hand, and Defendant and Released Persons on the other hand. Nothing in this Agreement shall affect or limit any defenses Defendant may have in or against any Additionally, Defendant is entitled to protection from contribution and/or indemnity claims or actions asserted against Defendant by any person or persons who are not parties to this Settlement Agreement for any Released Claims, including but not limited to any defense based on protection from contribution claims or actions under any applicable federal, state, or local law.

107. Each Settlement Class Member agrees to be responsible for any liens, interests, actions, or claims made by any third party, in a derivative manner, for or against the portion of Settlement Funds allocated to each Settlement Class Member, including without limitation, any derivative actions or claim asserted by any insurers, agents, representatives, successors, predecessors, assigns, and attorneys, bankruptcy trustees, and any and all other persons, firms, corporations, associations, and other legal entities who may claim through them in a derivative manner.

108. If any Settlement Class Member brings an action or asserts a claim against Defendant contrary to the terms of the Settlement Agreement, Defendant shall provide Lead Class Counsel with a copy of the Settlement Class Member's complaint. Lead Class Counsel agrees to contact counsel of record for the Settlement Class Member and advise him or her of the Settlement Agreement.

Exhibit J

June 30, 2020

Attorney General

Re: Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

Dear Attorney General:

Pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, Defendant Monsanto Company, through undersigned counsel, writes to give notice of a proposed nationwide class settlement in: *City of Long Beach v. Monsanto Co.*, Case No. 2:16-CV-03493-FMO-AS (C.D. Ca.). On June 24, 2020, the Parties filed a Joint Motion for Preliminary Approval of Class Action Settlement.

The parties’ Settlement Agreement contemplates that the Court will certify a class, for settlement purposes only, defined as: “As of June 24, 2020 only, but not later, all NPDES Phase I and II city, town, village, borough, township, and independent port district MS4 permittees with jurisdictional boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs and all NPDES Phase I and II county MS4 permittees with urbanized, unincorporated boundaries within a HUC 12 Watershed that contains and/or is immediately adjoining a 303(d) water body impaired by PCBs.”

Enclosed with this letter are the following documents: (1) the Third Amended Complaint filed in *City of Long Beach v. Monsanto Co.*; *City of Chula Vista v. Monsanto Co.*; and (2) the Notice of Motion and Joint Motion for Preliminary Approval of Class Action Settlement and corresponding exhibits, which includes, among other things, the settlement agreement, the proposed notice of settlement, and exclusion rights to class members.

The Court has not scheduled a preliminary approval hearing or final approval hearing.

There are no other agreements between class counsel and counsel for Defendant at this time. No final judgment or notice of dismissal has been issued. There are no written judicial opinions related to the information described in 28 U.S.C. §§ 1715(b)(3)-(6). Enclosed with this letter is a listing

of the names of the class members who reside in each state. At this time, it is not feasible to provide the estimated shares of their claims.

Thank you for your attention to this matter.

Sincerely,

/s/ Mark D. Anstoetter
Mark D. Anstoetter

Attorney for Monsanto Company