EXHIBIT 1. H

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

RANDALL KING, SCOTT BUTTERFIELD, ROBERT KOEHLER, MICHAEL MERX AND BRUCE WALDMAN, individually, and on behalf of all others similarly situated, Plaintiffs, v. MONSANTO COMPANY, Defendant.	)	No. [●] Div. [●]

[PROPOSED] FINAL ORDER AND JUDGMENT

Before the Court is a motion by Plaintiffs for an order granting final approval of the Settlement Agreement and certification of the Settlement Class and Subclasses, pursuant to Missouri Rules 52.08(a), 52.08(b), and 52.08(e).

WHEREAS, on February 17, 2026, the original complaint in *Randall King, et al.* v. *Monsanto Company* was filed in the Court. On February 17, 2026, a Settlement Agreement was entered into by and among defendant Monsanto Company ("Defendant"), by and through its attorneys, and the Class Representatives and Subclass Representatives, individually and on behalf of the Settlement Class and Subclasses, by and through Class Counsel;

WHEREAS, the Court, for the purposes of this Final Order and Judgment, adopts all defined terms as set forth in the Settlement Agreement, which is attached as Exhibit 1 to the Preliminary Approval Motion, filed on February 17, 2026;

WHEREAS, on _____, the Court entered a Preliminary Approval Order that, among other things: (i) preliminarily approved the Settlement Agreement; (ii) preliminarily certified the Settlement Class for settlement purposes; (iii) preliminarily appointed Class Counsel and Subclass Counsel; (iv) approved the Settlement Class Notice and Settlement Class Notice Plan and directed that the Settlement Class Notice be disseminated to Settlement Class Members according to the Settlement Class Notice Plan; (v) scheduled a Fairness Hearing for final approval of the Settlement Agreement; and (vi) stayed the filing and prosecution of all Roundup-related actions by Settlement Class Members in any court of the State of Missouri;

WHEREAS, on _____, the Court approved the Settlement Fund Escrow 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, in the Settlement Agreement, the Settlement Class is defined as follows: those U.S. Persons who, prior to the Settlement Date, have been Exposed to one or more Roundup Products and who: (i) Applied any Roundup Products; (ii) purchased or paid for any Roundup Products or for the Application of any Roundup Products; (iii) participated in, directed, or saw the Application of any Roundup Products; or (iv) otherwise had reason to know of their Exposure. The Settlement Class also includes Derivative Claimants of the foregoing individuals. "Exposed" and "Exposure" mean contact with, inhalation of, ingestion of, or absorption of any Roundup Products in connection with the Application of any Roundup Product. For the avoidance of doubt, Exposure to Roundup Products requires exposure to the product itself and not only to the outside of its packaging. "Application" and "Applied" mean application, preparation, mixing, Handling or use, or any other steps associated with application, whether or not the Settlement Class

Member performed the application, preparation, Handling, mixing, use, or other steps associated with application himself or herself;

WHEREAS, Section 2.1(b) of the Settlement Agreement identifies certain Persons that are excluded from the Settlement Class;

WHEREAS, in the Settlement Agreement, the Subclasses are defined as follows: (i) "Subclass 1" means Settlement Class Members who have been diagnosed with NHL as of the Preliminary Approval Date, and their Derivative Claimants; and (ii) "Subclass 2" means Settlement Class Members who have not been diagnosed with NHL as of the Preliminary Approval Date, and their Derivative Claimants;

WHEREAS, [●] Settlement Class Members have chosen to be excluded from the Settlement Class by timely filing written requests for exclusion. The Opt Outs are listed at the end of this Final Order and Judgment in Exhibit [●];

WHEREAS, [●] Settlement Class Members filed objections to the Settlement Agreement under the process set by the Preliminary Approval Order, and those objections were responded to by Class Counsel;

WHEREAS, on _____, the Court held the Fairness Hearing to consider the objections raised and whether the Settlement Agreement was fair, reasonable, adequate, and in the best interests of the Settlement Class and Subclasses; and

WHEREAS, the Court, having heard arguments of counsel for the Parties and of the persons who appeared at the Fairness Hearing, 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. TERMS OF THE SETTLEMENT AGREEMENT

1. The Settlement Agreement requires Defendant to pay up to $7.25 billion into the Settlement Fund, to be paid across a term of between 17–21 (or more) years. The Defendant has already paid $1 billion into the Settlement Fund and is required to pay an additional $5.25 billion into the Settlement Fund across 16 Annual Settlement Payments, subject to and in accordance with the terms of the Settlement Agreement. Following the Sixteenth Annual Settlement Payment, under certain circumstances set forth in Section 4.2 of the Settlement Agreement, the Defendant is required to pay up to an additional $1 billion into the Settlement Fund over 4 years. Further, the Defendant is required to fund the Security Fund with $1 billion in liquid assets. If a Bankruptcy Event occurs and other requirements set forth in Section 4.6 of the Settlement Agreement are met, the Court will liquidate the Security Fund and distribute the resulting funds in a manner consistent with the purposes of the Settlement Agreement.

2. Settlement Class Members who meet the Application Requirements and Eligibility Criteria specified under the terms of the Settlement Agreement, which include having been diagnosed with NHL, may submit a Claim Package and receive an Award. Following review of the submitted Claim Package, each Eligible Claimant shall be assigned to one of 9 compensation Tiers based on: (a) the nature of the Claimant's Exposure; (b) the Claimant's age at the time of their NHL diagnosis; and (c) whether the Claimant was diagnosed with an aggressive or indolent subtype of NHL. The value of the Claimant's Award and the priority with which the Claimant is paid are determined by the Claimant's Tier, as well as other factors. Claimants with extraordinary claims who submit specified documentation may also apply for additional compensation from the Extraordinary Circumstances Fund and the Extraordinary Residential Exposure Fund.

3. Certain Claimants meeting the requirements specified in the Settlement Agreement may elect to submit a Quick-Pay Claim Package instead of a standard Claim Package. While Quick-Pay Awards may be paid sooner than standard Awards, the value of the Quick-Pay Award for each eligible Tier is lower than the value of the standard Award for that same Tier. A Claimant

may not seek both a Quick-Pay Award and any other type of Award. A Claimant is not required to seek a Quick-Pay Award, and any participation therein is entirely voluntary.

4. All Settlement Class Members have been provided the ability to Opt Out of the Settlement Class. Further, the Settlement Agreement provides Subclass 2 Settlement Class Members, the so-called "futures," with the ability to exercise a "back-end" exit right after being diagnosed with NHL. Subclass 2 Settlement Class Members may apply for an Award, and then, if they so choose, reject the Award, exit the Settlement Class, and pursue compensatory damage claims in the tort system. The Settlement Agreement also provides that any Settlement Class Member who has not received an Award Payment: (i) within 5 years of their Claim Eligibility Date, (ii) for Residential Claimants and Claimants in Tier 9, following the exhaustion of the Sixteenth Annual Settlement Payment, or (iii) for Occupational Claimants, following the exhaustion of any additional funds paid under Section 4.2 of the Settlement Agreement, may exit the Settlement Class and pursue claims for compensatory damages in the tort system.

II. FINAL APPROVAL OF THE SETTLEMENT AGREEMENT

5. The Court finds that the requirements of Rules 52.08(a), 52.08(b)(3), and 52.08(e) have been satisfied for purposes of final approval of the Settlement Agreement.

6. The Settlement Agreement, including all Exhibits attached thereto, are approved by the Court.

III. FINDINGS REGARDING THE SETTLEMENT CLASS AND SUBCLASSES

A. *Notice and Personal Jurisdiction*

7. 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. Class Counsel worked together with the Settlement Class Notice Agent to fashion a Settlement Class Notice Plan that was tailored to the Settlement Class Members and included mailed written notice to Settlement Class Members with filed and tolled Roundup Claims, customers of the Company, and to members and employees of more than 240,000 organizations

who may be potential Settlement Class Members. Declaration of Dr. Shannon Wheatman ("Wheatman Decl."), filed as Exhibit 5 to the Preliminary Approval Motion, ¶¶ 52, 54. It also included an extensive multi-lingual media campaign, including notice in English, Spanish, and Indigenous languages, which was tailor-made based on thorough demographic research. Wheatman Decl. ¶¶ 18–23, 30, 45–47. Further, the Settlement Class Notice Plan included extensive third-party and on-the-ground outreach. *Id.* ¶¶ 55–57, 116–125. Class Counsel have demonstrated that the Settlement Class Notice Plan was implemented as directed by the Preliminary Approval Order. In addition, Class Counsel caused to be established and maintained a public website that provided information about the proposed Settlement Agreement, including the Settlement Agreement, frequently asked questions, the Preliminary Approval Order, and relevant dates for objecting to the Settlement Agreement and submitting requests to Opt Out of the Settlement Class, and the date and place of the Fairness Hearing.

8. Adequate notice requires the "best practicable" notice be provided, which must be "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." *Phillips Petrol. Co.* v. *Shutts*, 472 U.S. 797, 812 (1985) (quoting *Mullane* v. *Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314–15 (1950)). The notice must also "describe the action and the plaintiffs' rights in it." *Id.* The Court finds that the Settlement Class Notice disseminated pursuant to the Settlement Class Notice Plan: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated under the circumstances 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 requesting an Opt Out, (vii) their right to revoke an Opt Out prior to entry of this Final Order and Judgment, (viii) the binding effect of the Settlement Agreement (including the Releases provided

for therein) on Settlement Class Members, and (ix) 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; (d) constituted due, adequate, and sufficient notice to all persons entitled to receive notice of the Settlement Agreement; and (e) 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.

9. The Settlement Class consists only of Persons who had reason to be aware of their Exposure to Roundup Products and the Derivative Claimants of such Persons. Unlike the class at issue in *Amchem Products, Inc.* v. *Windsor*, for example, the Settlement Class is defined to exclude those who "may not even know of their exposure." 521 U.S. 591, 628 (1997). For instance, the Settlement Class includes individuals who personally purchased or applied a Roundup Product, but expressly excludes individuals who saw a Roundup Product being applied but had no reason to suspect that such product was an herbicide.

10. In addition, 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 on-ground outreach campaigns. Wheatman 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 Settlement Date have adequate and sufficient notice of their rights under the Settlement.

11. This Court can bind adequately represented class members if notice and an opportunity to object or opt out have been given. This Court can exercise jurisdiction over absent class members if the class members: (a) had adequate notice, (b) had "an opportunity to be heard," (c) had an opportunity to opt out of the class, and (d) were adequately represented by named plaintiffs. *See Phillips Petrol. Co.*, 472 U.S. 811–14. *See also State ex rel. Byrd* v. *Chadwick*, 956 S.W.2d 369 (Mo. App. W.D. 1997) (assessing adequacy of notice under Missouri state law). The Court finds that the Settlement Class Notice given to the Settlement Class was adequate, as

discussed *supra* in Paragraphs 8–10, and complied with the requirements of *Phillips Petroleum Company* v. *Shutts* and of the courts of this State; that Settlement Class Members had an adequate opportunity to be heard; that Settlement Class Members had an adequate opportunity to opt out; and that absent Settlement Class Members were adequately represented as discussed *infra* in Paragraphs 17–18.

12. Based on the foregoing, the Court has jurisdiction over this case, over all claims raised therein and all parties thereto, and over all Settlement Class Members, consistent with the Missouri Long-Arm Act, § 506.500, RSMo 2016, the Missouri Constitution, and the United States Constitution. All Settlement Class Members who did not Opt Out of the Settlement Class prior to the _____ deadline are subject to this Court's personal jurisdiction.

B. *Class Certification for Settlement Purposes*

13. 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; (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.

14. **Numerosity**. 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). The Settlement Class consists of many tens of thousands of individuals. "[C]ommon sense," *id.* (citation omitted), dictates that numerosity is satisfied. *See*

also, e.g., *Doyle* v. *Fluor Corp.*, 199 S.W.3d 784, 792 (Mo. App. E.D. 2006) (400 class members or even fewer satisfies numerosity).

15. **Commonality**. 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) (citation omitted). "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) (citation omitted). Here, Plaintiffs allege a common fact of exposure to a single chemical, glyphosate, manufactured by a single company, Monsanto, and such exposure and whether it caused NHL are the common and overriding issues within the class. Commonality is satisfied.

16. **Typicality**. "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. *Elsea* v. *U.S. Eng'g Co.*, 463 S.W.3d 409, 420 (Mo. App. W.D. 2015) (quoting *Dale*, 204 S.W.3d at 169). This requirement "tends to merge with the commonality requirements." *Id.* Here, Plaintiffs' claims arise from the same course of conduct by the same defendant: Defendant's manufacture and sale of glyphosate to which Plaintiffs were Exposed. The Settlement Class also concerns a single type of disease, Non-Hodgkin Lymphoma. The claims of the Class Representatives and Subclass Representatives are typical of the Settlement Class Members they represent.

17. **Adequacy**. "Due process requires that absent class members be fairly and adequately represented" by class representatives and class counsel. *Id.* (quoting *Dale*, 204 S.W.3d at 172). 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*, 521 U.S. at 601, 626–27. *See also* Mo. S. 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."). Here, the parties have employed subclasses for "current" and "future" Claimants from the outset of the settlement process, with separate class representatives 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. Negotiations have been extensive and at arm's length, with the negotiation of the Settlement Agreement taking more than 18 months and being overseen by a nationally recognized mediator, Fouad Kurdi, Declaration of Fouad Kurdi, filed as Exhibit 4 to the Preliminary Approval Motion, ("Kurdi Decl.") ¶¶ 3, 7–8, with the involvement of Judge Norton, a former Chief Judge of the Missouri Court of Appeals, Declaration of Eric Holland, filed as Exhibit 2 to the Preliminary Approval Motion, ("Holland Decl.") ¶¶ 30, 75. The subclass structure and appointment of counsel for each of the Subclasses ensures 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 at 625–27 (1997).

18. In addition, even if there were a concern that future Claimants "may not have the information or foresight needed to decide, intelligently, whether to stay in or opt out," *id.* at 628, the Settlement Agreement provides further protections for future Claimants by providing them a right to choose to become an Exiting Class Member, in other words, to "opt out at the back end," *id.* at 627, after they are diagnosed with NHL and after they know what their Award under the Settlement would be. Such Exiting Class Members will retain their right to bring claims for compensatory damages. Based on the foregoing, the Court finds that Class Representatives and Class Counsel have fairly and adequately represented absent Settlement Class Members.

19. **Predominance**. 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). This ensures a class is "sufficiently cohesive" to permit settlement on a class basis. *In re Nat'l Football League Players' Concussion Inj. Litig.*, 301 F.R.D. 191, 207 (E.D. Pa. 2014) ("*NFL*") (quoting *Amchem*, 521 U.S. at 623). 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 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 (citation omitted). 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.*, *In re Diet Drugs*, 2000 WL 1222042, *43 (E.D. Pa. Aug. 28, 2000).

20. 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 of what that compensation is. *Id.* 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. 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. Accordingly, the Court finds that common issues outweigh individual issues, and predominance is satisfied.

21. **Superiority**. 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 in connection with this inquiry the Court to consider the same factors as those considered in an analysis of predominance. 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 Decl. ¶ 44. Given this enormous volume of claims, it is simply impossible for the vast majority of claimants to obtain a trial date in the foreseeable future. The Court 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.

22. **Ascertainability**. 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 "capable of legal definition," *id.*, and it must be "administratively feasible to determine whether a given individual is a member of the class," *id.* (quoting *In re Tetracycline Cases*, 107 F.R.D. 719, 728 (W.D. Mo. 1985)). Here, class and subclass membership is defined based on objective criteria, principally, whether an individual has been Exposed to Roundup Products and 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.

23. Based on the foregoing, the Court finds that the requirements of Rules 52.08(a) and 52.08(b)(3) are met. This Final Order and Judgment certifies the Settlement Class and Subclasses under Rule 52.08 for settlement purposes only.

C. *Representatives and Counsel*

24. The Court confirms the appointment of Randall King, Scott Butterfield, Robert Koehler, Michael Merx and Bruce Waldman as Class Representatives, as well as Randall King, Scott Butterfield and Bruce Waldman as Subclass 1 Representatives, and Robert Koehler and Michael Merx as Subclass 2 Representatives, all of whom were preliminarily appointed in the Preliminary Approval Order.

25. Pursuant to Rule 52.08(g), the Court confirms the appointments of Christopher A. Seeger of Seeger Weiss LLP, Joseph F. Rice of Motley Rice LLC, Peter A. Kraus of Waters Kraus Paul & Siegel, and John Eddie Williams Jr. of Williams Hart & Boundas, LLP as Subclass Counsel for Subclass 1, and Eric D. Holland of the Holland Law Firm, and Michael S. Ketchmark of Ketchmark & McCreight, P.C. as Subclass Counsel for Subclass 2, all of whom were preliminarily appointed in the Preliminary Approval Order.

IV. FINDINGS REGARDING THE SETTLEMENT AGREEMENT

26. 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* Rule 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." All factors are satisfied here.

27. **Adequacy of representation**. As discussed *supra* in Paragraphs 17–18, Class Counsel and Class Representatives have adequately represented the Settlement Class, and Subclass Counsel and Subclass Representatives have adequately represented their respective Subclasses.

28. **Negotiation**. 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. ¶ 3, 7–8; Holland Decl. ¶ 30. The Settlement was reached after the parties engaged in serious, non-collusive negotiations over a period of more than 18 months, with multiple in-person negotiating sessions. Kurdi Decl. ¶ 8.

29. **Adequacy of relief**. The relief provided to the Settlement Class is adequate. 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. Defendant has already paid $1 billion into the Settlement Fund, a portion of which is available immediately upon entry of this Final Order and Judgement 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, in particular, that money will remain available to pay Awards for Settlement Class Members who are diagnosed with NHL during this extended period. In addition, the Settlement provides up to an additional $1 billion in funding over 4 years for Awards to Remaining Occupational Claimants following the Sixteenth Annual Payment Date, and establishes a $1 billion Security Fund. By contrast, in the absence of a settlement, the Settlement Class Members would face a near certainty of substantial delay before they could obtain any compensation, if ever. In the last 10 years, only 31 plaintiffs asserting Roundup Claims have tried a case to verdict against Defendant, and only a handful more have otherwise reached trial. Holland Decl. ¶ 56. By contrast, in Missouri alone, there are over 30,000 cases pending that assert Roundup Claims against the Defendant. *Id.* ¶ 56. Absent settlement, only a small fraction of plaintiffs would ever receive a trial date, and should litigation continue, the Defendant may enter into a bankruptcy proceeding, delaying claims with no payment for an indeterminate number of years, if ever.

30. Furthermore, the United States Supreme Court has granted Monsanto's petition for certiorari in *Durnell* v. *Monsanto Company*. 707 S.W.3d 828 (Mo. App. E.D. 2025), *cert. granted sub nom.*, *Monsanto Co.* v. *Durnell*, 607 U.S. (2026) (No. 24-1068, 2025 Term). If the U.S.

Supreme Court rules as the Solicitor General advises, it would bar plaintiffs' principal legal theory, state law failure-to-warn claims. *See* Brief of United States as Amicus Curiae, *Monsanto Co.* v. *Durnell*, No. 24-1068. While plaintiffs may or may not find other viable legal theories, such a substantial legal risk makes the relief provided by the Settlement all the more adequate.

31. Moreover, the Court has 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. Both of these settlements support the adequacy of the relief provided to the Settlement Class. 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 redounded to the benefit of the Settlement Class.

32. Further, the proposed method for distributing relief to the Settlement Class is effective, and comparable to other large mass tort settlements. The Settlement provides for orderly claims processing; prompt notice following the determination of an Award informing Settlement Class Members of the amount of their Award and their right to request reconsideration; and prompt payment in satisfaction of an Award.

33. In addition, Section 15.8 of the Settlement Agreement provides that any order or proceeding solely relating to attorneys' fees shall not terminate or otherwise affect or delay the finality of this Final Order and Judgment. This term counsels in favor of the Settlement.

34. **Equitable treatment**. 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 Extraordinary Circumstances Fund or

the Extraordinary Residential Exposure Fund awarded according to standard and objective criteria. The Settlement Agreement ensures 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 years, which benefits future Claimants by preserving funds for future Claimants during the long funding period. *See In re Diet Drugs*, 2000 WL 1222042, at *49 (describing settlement mechanism that "protects against fund depletion" as protection for future claimants). In addition, an inflation adjustment to claim values ensures compensation is equitable for future Claimants. Further, 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.

35. 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.

V. OBJECTIONS

36. All objections to the Settlement Agreement raised have been fully considered by this Court, and are fully and finally decided to be without merit and are overruled.

37. The Parties are ordered to implement, perform, and consummate each of the obligations set forth in the Settlement Agreement in accordance with its terms.

VI. STAY ORDER AND RELEASES

38. 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 38 supercede 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 Judgement 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 County*, 375 S.W.3d 132, 136–37 (Mo. App. W.D. 2012); *In re NFL*, 301 F.R.D. at 203–04; *Love* v. *First Crown Financial Corp.*, 662 S.W.2d 283, 286–87 (Mo. App. W.D. 1983).

39. As set forth in Article III of the Settlement Agreement, 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.

40. 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, RSMo, and similar laws in other states or jurisdictions.

41. 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.

42. 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.

VII. OTHER PROVISIONS

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

44. The Court further finds that the Parties have evidenced full compliance with the Preliminary Approval Order. To the extent consistent with this Final Order and Judgment, the Preliminary Approval Order remains in effect.

45. _____ is appointed as the Security Fund Escrow Agent. The Court has reviewed and approves the escrow agreement to establish the Security Fund.

46. 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.

47. 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, the Security 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.

48. The Court will establish a process for counsel other than Class Counsel to submit applications within 90 days for a portion of the award of attorneys' fees, as set forth in Section 15.2 of the Settlement Agreement.

49. This Final Order and Judgment incorporates and makes a part hereof the Settlement Agreement (which includes the Exhibits) filed with the Court on February 17, 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.

50. 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.

51. 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 51 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.

52. 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.

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

54. 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. The Opt Outs listed in Exhibit A 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, except as expressly set forth herein.

55. 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 this _____ day of _____, _____.

_____
Circuit Judge