CITY OF STOUGHTON

207 S FORREST ST
STOUGHTON, WI 53589

Receipt: 100068201 04/18/23

Cashier: DAVE

Received Of: PCB SETTLEMENT FUND

1650 ARCH ST SUITE 2210
PHILADELPHIA PA 19103

CITY OF LONG BEACH ET AL VS
MONSATO COMPANY ET AL
US DISTRICT CT CENTRAL DIST OF CALIF

The sum of: **22,414.03**

9901	**PCB CLASS SETTLEMENT PROCEEDS**		**22,414.03**
	100-00000-25701	**11,207.01**	
	224-53300-48940	**11,207.02**	
		Total	**22,414.03**

TENDERED: **CHECK/MONEY ORDER** **102220** **22,414.03**

04/18/2023 14:19

REORDER 905 U.S. PATENT NO. 5538290, 5575508, 5641183, 5785353, 5984364, 6030000

PCB Settlement Fund
PCB Montitoring Fund
1650 Arch St. Suite 2210
Philadelphia, PA 19103

631626

RECEIVED
APR 18 2023
By:

STOUGHTON WI
CITY CLERK
HOLLY LICHT
207 S FORREST ST
STOUGHTON WI 53589-1718

Payee Name: STOUGHTON WI

Claim Number:	MST12477
Check Number:	102220
Check Date:	04/13/2023
Check Amount:	$22,414.03

Enclosed is your settlement payment as a Monitoring Fund Entity in the class action lawsuit *City of Long Beach, et al. v. Monsanto Company, et al.* in the United States District Court for the Central District of California. This settlement payment has been calculated in accordance with the terms of the Settlement Agreement approved by the Court in the case. More information is available on the settlement website www.PCBClassAction.com. You may also contact the Settlement Administrator through email at info@pcbclassaction.com or by calling (844) 585-1121. Please cash or deposit this check promptly. **This check will be void if it is not cashed or deposited on or before October 13, 2023.**

2404

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

PCB Settlement Fund
PCB Montitoring Fund
1650 Arch St. Suite 2210
Philadelphia, PA 19103

Huntington
National Bank

CHECK NO. 102220

25-2
440

VOID VOID VOID VOID VOID VOID VOID VOID VOID

DATE: 04/13/2023

AMOUNT: $22,414.03

Pay Twenty-Two Thousand Four Hundred Fourteen and 03/100*****

To The Order Of
STOUGHTON WI
207 S FORREST ST
STOUGHTON WI 53589-1718

Verification Available - Positive Pay Protected
This check will be void after 10/13/2023

AUTHORIZED SIGNATURE

⑈102220⑈ ⑆044000024⑆ 0189398408 6⑈

Dave Ehlinger

From: Matthew Dregne <MDREGNE@staffordlaw.com>
Sent: Tuesday, April 18, 2023 1:22 PM
To: Dave Ehlinger
Cc: Tim Swadley; Rick A. Manthe; Derek J. Punches
Subject: RE: Monsato Class Action

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Based on the memo we sent last summer, the City elected to not opt out, and therefore to accept the funds. I see no need for further council action.

STAFFORD ROSENBAUM

Celebrating 140 Years of Excellence

Matthew P. Dregne
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From: Dave Ehlinger <DEhlinger@cityofstoughton.com>
Sent: Tuesday, April 18, 2023 1:12 PM
To: Matthew Dregne <MDREGNE@staffordlaw.com>
Cc: Tim Swadley <TSwadley@cityofstoughton.com>; Rick A. Manthe <rmanthe@staffordlaw.com>; Derek J. Punches <dpunches@staffordlaw.com>
Subject: [External] - RE: Monsato Class Action

Thanks Matt.

Do you think we should have the Common Council accept the payment before cashing the check?

Dave

From: Matthew Dregne <MDREGNE@staffordlaw.com>
Sent: Tuesday, April 18, 2023 1:04 PM
To: Dave Ehlinger <DEhlinger@cityofstoughton.com>
Cc: Tim Swadley <TSwadley@cityofstoughton.com>; Rick A. Manthe <rmanthe@staffordlaw.com>; Derek J. Punches <dpunches@staffordlaw.com>
Subject: Monsato Class Action

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dave,

We provided the attached memo to the City last summer.

Matt

STAFFORD ROSENBAUM

Celebrating 140 Years of Excellence

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StaffordRosenbaum LLP
Attorneys

To Mayor Tim Swadley, City of Stoughton

From Matt Dregne
Derek Punches

Date July 20, 2022

Re In re Monsanto Class Action Settlement

The following memo provides information regarding a recent Class Action Settlement Agreement in which the City of Stoughton has been identified as a Settlement Class Member. Please review this information carefully and contact us with any questions you may have.

BACKGROUND

Several Plaintiffs – including the City of Long Beach, City of Baltimore, City of Berkeley, County of Los Angeles, City of Oakland, and City of Portland – separately filed lawsuits against Defendant Monsanto Company in federal district court. The claims are currently consolidated in a class action proceeding in federal court in California, where the plaintiffs are represented by their own respective attorneys, as well as by the national plaintiffs' firm Baron & Budd, which is serving as Class Counsel.

The operative complaint alleges that Monsanto (now owned by Bayer AG) manufactured a class of chemicals called polychlorinated biphenyls ("PCBs") from the 1930s to 1977 that have since impaired the environment. Plaintiffs alleged that PCBs are present at many sites, 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 March 14, 2022, the United States District Court for the Central District of California (the "Court") entered an order certifying the class action as a Nationwide Class. In addition to the original Plaintiffs, the Nationwide Class encompasses all of the following Settlement Class Members:

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222 West Washington Avenue
P.O. Box 1784
Madison, Wisconsin
53701-1784
608.256.0226
888.655.4752
Fax 608.259.2600
www.staffordlaw.com

Milwaukee Office
1200 North Mayfair Road
Suite 430
Milwaukee, Wisconsin
53226-3282
414.982.2850
888.655.4752
Fax 414.982.2889
www.staffordlaw.com

> As of June 24, 2020 only, but not later, all NPDES Phase I and II city, town, village, borough, township, and independent port district Municipal Separate Storm Sewer System ("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 City of Stoughton has been identified as a Settlement Class Member.

SETTLEMENT AGREEMENT

In a 43-page Settlement Agreement among the parties, Monsanto has agreed to pay up to $550,000,000. This amount includes payments to Settlement Class Members in exchange for the release of all claims against Monsanto that are subject to this class action, as well as payments to Class Counsel, Baron & Budd, who will ask the judge to award them up to $98,000,000 in legal fees and costs. The Settlement Agreement allocates the settlement amount across four primary funds:

1. Monitoring Fund
2. TMDL Fund
3. Sediment Site Fund
4. Special Needs Fund

Under the terms of the Settlement Agreement, the City is eligible to receive a payment in the amount of $22,024.47 from the Monitoring Fund. This amount may change pending final approval by the Court. The Monitoring Fund includes all members of the class who do not qualify for another fund category. The Monitoring Fund is intended to pay for PCB sampling and/or other mitigation efforts in the City's sole discretion.

To our knowledge the City is only eligible for compensation from the Monitoring Fund. However, additional funds may be available under the Special Needs Fund to compensate Settlement Class Members who apply and make a showing 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 the Settlement Agreement.

By accepting these funds, the City effectively releases all claims "which were or could have been alleged" in these lawsuits. This includes release for all claims of environmental impairment by PCB or PCB-containing products manufactured by the Defendant, regardless of

whether the impairment is within a water body described above. The Settlement Agreement does not release the Defendant from potential liability under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") or similar state Superfund statutes.

NEXT STEPS

No further action from the City is required to participate in this Settlement Agreement. However, you may choose to opt out from and/or object to the terms of the Settlement Agreement.

If you choose to opt out, the City would not receive the amount allocated to you under the Settlement Agreement, though the City would retain the right to pursue separate legal action against the Defendant. All such requests to opt out must be postmarked and mailed to the Settlement Administrator by Monday, July 25, 2022.

If you choose to object to the terms of the Settlement Agreement, any objections would be registered with the Court and could be considered in determining whether the Court approves the Settlement Agreement. You may choose to object to the terms even if you do not choose to opt out of the Settlement. All objections must be postmarked and mailed to the Court, the Class Counsel, and Defendant's Counsel by Monday, July 25, 2022.

One California County (San Mateo) and nine municipalities located within it have opted out and filed a separate lawsuit in a California state court, alleging claims for public nuisance, private nuisance, and trespass in violation of California law. These class members opted out because the settlement payments would have provided them each with only a fraction of what they claim they must spend to comply with regulations to prevent further spread of PCBs in the San Francisco Bay Area. The Settlement Agreement provides that if more than 2% of the approximately 2,500 class members opt out, the settlement is terminated. To date, the number of publicly identified class members who have opted out does not exceed this number.

To the best of our knowledge, no other Wisconsin municipality has chosen to opt out. Although the City could choose to opt out and pursue separate legal action against Monsanto in the Wisconsin state or federal courts, the time and expense associated with the potential litigation would likely be extraordinary, and the litigation would take many years to conclude, assuming that such a lawsuit survived a motion to dismiss. Unless there are specific circumstances of which you are aware that might give the City a unique basis for seeking damages from Monsanto, the settlement negotiated by the Class Counsel is likely to yield a reasonable recovery.

With that said, the City may have an opportunity to improve the terms of the Settlement Agreement by registering an objection with the Court. For example, the City could object to

the scope of the release to the extent that it includes all environmental claims whether or not they relate to waterways or storm sewers. If you object to any of the proposed terms of the Settlement Agreement, we would be happy to assist you in preparing the objection letter.

Please do not hesitate to contact us if you have any questions regarding this matter.

In Re: Monsanto Class Action Settlement

City of Long Beach, et al. v. Monsanto Company, et al.

United States District Court, Central District of California - Western Division

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

MENU

This proposed Class Action Settlement impacts 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, as of June 24, 2020 only, but not later.

Important Dates

March 14, 2022 - Date of Entry of Order Certifying Settlement Class, Preliminarily Approving Class Action Settlement, Approving Notice Plan, Appointing Class Action Settlement Administrator, and Appointing Class Counsel.

January 23, 2023 - Deadline to submit Sediment Sites Application.

January 23, 2023 - Deadline to submit Special Needs Fund, Part A Application.

1 year and 14 days after the Settlement Administrator's mailing of Monitoring Fund Payments - Deadline to submit Special Needs Fund, Part B Application.

July 25, 2022 - All opt-outs must be postmarked and mailed to the Settlement Administrator.

July 25, 2022 - 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.

September 15, 2022 - 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.

September 15, 2022 - Any other motions or submissions concerning the Action of the Settlement must be properly filed with supporting documents with the Clerk of the Court and must be mailed or personally delivered to Class Counsel and Counsel for the Defendant.

September 1, 2022 - Deadline for Plaintiffs' Motion For Final Approval.

October 13, 2022 - Court Approval Hearing in the United States District Court, Central District of California – Western Division.

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 March 14, 2022, the Court entered an order certifying the Action as a class action, and specifically certifying a Nationwide Class. If you received a Notice of Pendency of Class-Action Proposed Settlement and Court-Approved Hearing (the "Notice") in the mail, then you have been identified as an Initial Settlement Class Member according to the parties' records.

The claims certified for class-action treatment include claims that Monsanto'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 Monsanto 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.

In the Class Action Settlement Agreement between the parties, Monsanto has agreed to pay up to five hundred and fifty million dollars ($550,000,000) as the total and maximum dollar amount Monsanto 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 in the Notice, and (ii) to the Plaintiffs as class-representative awards.

Monsanto 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 Monsanto did anything wrong. The 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.

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.**

SETTLEMENT FUNDS – DISTRIBUTION AND APPLICATION REQUIREMENTS	
MONITORING FUND ($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 ≥ 100,000 pop. and Phase I independent port districts: 68 x $32,024.47 = $2,177,663.96 2. Phase I < 100,000 pop.: 68 x $22,024.47 = $1,497,663.96 3. Phase II ≥ 100,000 pop. and Phase II independent port districts: 214 x $27,024.47 = $5,783,236.58 4. Phase II < 100,000 pop.: 1,956 x $17,024.47 = $33,299,863.32 Monitoring Fund Partial Payments: TMDL Entities receiving TMDL Funds between fifty thousand dollars ($50,000) and one hundred thousand dollars ($100,000) will receive a Monitoring Fund Partial Payment. The fourteen (14) TMDL Entities receiving a Monitoring Fund Partial Payment are identified **HERE**, for a total of $136,565.61. Refer to the **Class Action Settlement Agreement, Exhibit A – Initial Settlement Class Members** for the MS4 NPDES Phase I or II by Population identification and Settlement Amount under the Monitoring Fund.

TMDL FUND ($250,000,000)	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. **Not every Settlement Class Member is eligible to receive payment from the TMDL Fund.** Refer to the **Class Action Settlement Agreement, Exhibit D – TMDL Fund Entities List with Allocation** to determine if you are a TMDL Fund Entity and the TMDL Fund Allocation amount.
SEDIMENT SITES FUND ($150,000,000)	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. **Not every Settlement Class Member is eligible to receive payment from the TMDL 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. Refer to the **Notice** for 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. Class Members who are eligible for Sediment Sites Fund payments are "Qualifying Sediment Site Entities" and must complete and submit the **Sediment Sites Application** within 65 days after the Final Approval Order or by January 23, 2023.

SPECIAL NEEDS FUND, PART A ($57,105,000)	Special Needs Fund, Part A will 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 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. Refer to the **Notice** for a list of Litigating Entities and eligibility for payment from this Fund. Qualifying Litigating Entities must complete and submit the **Special Needs Fund, Part A Application** within 65 days after the Final Approval Order or by January 23, 2023.
SPECIAL NEEDS FUND, PART B ($50,000,000)	Special Needs Fund, Part B will 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 the Settlement 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. Refer to the **Notice** for more information on applying for payment from this Fund. Applicants must complete and submit the **Special Needs Fund, Part B Application** within 1 year and 14 days after the Settlement Administrator's mailing of Monitoring Fund payments.

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.

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