UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA

IN RE: CROP PROTECTION PRODUCTS LOYALTY PROGRAM ANTITRUST LITIGATION	1:23-md-03062-TDS-JEP
This document relates to: All actions.	

ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT WITH CORTEVA, INC. AND CORTEVA AGRISCIENCE, LLC, CERTIFYING SETTLEMENT CLASS, AND APPOINTING SETTLEMENT CLASS COUNSEL

Plaintiffs Gary Bentzinger, Chris Bole, Donald Deline, Jones Planting Co. III, Clifton Kirven, Janie Yeargin, Peter Bonin, Gavin Brothers, LLC, Brett Robberts, and Iron Horse Ranches (collectively, "MDL Plaintiffs") on behalf of the Settlement Class, having applied for an order preliminarily approving the proposed Settlement Agreement with Corteva, Inc. and Corteva Agriscience, LLC (collectively, "Corteva") with respect to the above-captioned action (the "MDL Action") (Doc. 421); the court having read and considered the memorandum of law in support of this motion (Doc. 422), the Settlement Agreement (Doc. 421-1), accompanying documents, and the record herein; and MDL Plaintiffs and Corteva (collectively, "the Parties") having consented to entry of this Order,

IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, the court adopts and

incorporates the definitions in the Settlement Agreement for the purposes of this Order.

2. The court finds that it has subject matter jurisdiction to preliminarily approve the Settlement Agreement, including all exhibits thereto, and the settlement contained therein.

3. Upon preliminary review, the court finds that the applicable provisions of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure have been satisfied and that the court will likely be able to approve the Settlement Agreement and certify the Settlement Class for purposes of judgment.

4. For purposes of the Settlement only, the court conditionally certifies the following Settlement Class pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3):

> All persons or entities who, at any time during the period from October 27, 2018 until the date of this Agreement [May 27, 2026], paid for (or were financially responsible for the payment of any cost of purchasing), in the United States, a Corteva crop protection product that contained one or more of the Corteva active ingredients, acetochlor, rimsulfuron, oxamyl, or methoxyfenozide, for end use.

Excluded from the Settlement Class are Defendants, their officers, and affiliates.

5. Subject to final approval of the Settlement, the court finds and concludes for settlement purposes only that the prerequisites to a class action, set forth in Federal Rules of Civil Procedure 23(a) and (b)(3), are satisfied in that:

a. The Settlement Class is so numerous that joinder of all members is impracticable;
b. There are questions of law or fact common to the Settlement Class;
c. The claims of MDL Plaintiffs are typical of those of Settlement Class Members;
d. MDL Plaintiffs and Settlement Class Counsel (defined below) appear to fairly and adequately represent the Settlement Class;
e. Common issues predominate over any individual issues affecting Settlement Class Members; and
f. Settlement of the MDL Action on a class action basis is superior to other means of resolving this matter.

6. Pursuant to Federal Rule of Civil Procedure 23(e), based on a showing that the court will likely be able to approve the Settlement Agreement under Rule 23(e)(2) and certify the Settlement Class for purposes of judgment on the proposed Settlement Agreement, the terms of the Settlement Agreement are hereby preliminarily approved. The court preliminarily finds that the Settlement Agreement was entered into at arm's length by experienced counsel and is sufficiently within the range of reasonableness, fairness, and adequacy so that an appropriate notice of the Settlement Agreement should be given, subject to the court's approval of a notice plan as provided in this Order.

7. The notice requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, have been met.

8. The court appoints Gary Bentzinger, Chris Bole, Donald Deline, Jones Planting Co. III, Clifton Kirven, and Janie Yeargin to serve as Settlement Class Representatives for settlement purposes only.

9. The court appoints Cohen Milstein Sellers & Toll PLLC, Korein Tillery LLC, Lowey Dannenberg, P.C., Quinn Emanuel Urquhart & Sullivan, LLP, and Pinto Coates Kyre & Bowers, PLLC as Settlement Class Counsel.

10. At a later practicable date, MDL Plaintiffs shall submit for the court's approval a proposed plan of allocation of the Settlement Fund.

11. At a later practicable date, MDL Plaintiffs shall submit for the court's approval a proposed notice plan for purposes of advising Settlement Class Members, among other things, of the process for seeking payment from the Settlement Fund, their right to object to the Settlement Agreement, their right to exclude themselves from the Settlement, the procedure for submitting a request for exclusion or an objection, the time, date, and location of the fairness hearing to be scheduled by the court to determine whether final approval of the Settlement Agreement should be granted, and their right to appear at the fairness hearing.

12. At or after the fairness hearing, the court shall determine whether the Settlement Agreement, the proposed plan of allocation, any application for services awards, and any application for attorneys' fees and/or expenses for Settlement Class Counsel should be finally approved.

13. The court reserves the right to approve the Settlement Agreement at or after the fairness hearing with such non-

substantive modifications as may be consented to by the Parties and without further notice to the Settlement Class.

14. All proceedings in this MDL Action by Settlement Class Members as to Corteva, other than such proceedings as may be necessary to implement the proposed Settlement Agreement or to effectuate the terms of the Settlement Agreement, are hereby stayed and suspended until further order of this court.

15. Except as contemplated by the Settlement Agreement, all Settlement Class Members, unless and until they have submitted a valid request to opt out or exclude themselves from the Settlement Class, are hereby preliminarily enjoined (i) from filing, commencing, prosecuting, intervening in, or participating as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on the Released Claims; (ii) from filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on the Released Claims; and (iii) from attempting to effect an opt-out of a group, class, or subclass of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on the Released Claims.

16. The court preliminarily approves the establishment of the MDL Escrow Account as defined and in the manner called for in the Settlement Agreement as a qualified settlement fund pursuant to Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. The court approves MDL Plaintiffs' designation of Huntington Bank as Escrow Agent. Absent further order of the court, the Escrow Agent shall have such duties and responsibilities in such capacity as set forth in the Settlement Agreement. All funds held by the Escrow Agent shall be deemed and considered to be *in custodia legis* and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to the Settlement Agreement and/or further order(s) of the court.

17. Neither the Settlement Agreement, whether or not it shall become final, nor any negotiations, documents, and discussions associated with it, nor any Order and Final Judgment are or shall be deemed or construed to be an admission, adjudication, or evidence of: (a) any violation of any statute or law or of any liability or wrongdoing by Corteva or any other Releasees; (b) the truth of any of the claims or allegations alleged in the MDL Action; (c) the incurrence of any damage, loss, or injury by any person; or (d) the propriety of certification of a class other than solely for the purposes of this settlement. All rights of MDL Plaintiffs and Corteva are reserved and retained

if the settlement does not become final in accordance with the terms of the Settlement Agreement.

18. In the event that the Settlement Agreement is terminated in accordance with its provisions, the Settlement Agreement and all proceedings had in connection therewith, including but not limited to all negotiations, documents, and discussions associated with it, and any Requests for Exclusion from the Settlement previously submitted and deemed to be valid and timely, shall be null and void and be of no force and effect, except as expressly provided to the contrary in the Settlement Agreement, and shall be without prejudice to the status quo ante rights of the Parties.

19. If the Settlement Agreement is terminated or is ultimately not approved, the court will modify any existing scheduling order to ensure that the Parties will have sufficient time to prepare for the resumption of litigation.

20. The court's preliminary certification of the Settlement Class, appointment of MDL Plaintiffs as Settlement Class Representatives, and findings in this Preliminary Approval Order shall have no effect on the court's ruling on any motion to certify any class in the MDL Action, or appoint class representatives, and no person may cite or refer to the court's approval of the Settlement Class as binding or persuasive authority with respect to any motion to certify such class or appoint class representatives.

/s/ Thomas D. Schroeder
United States District Judge

October 26, 2026