

# If You Had Unexplained Tree Damage After August 2010 It Could Be From the Weed-Killer Imprelis®

## A Settlement May Provide Money and Affect Your Rights

*A court authorized this notice. This is not a solicitation from a lawyer.*

- There is a Settlement of a class action lawsuit providing money and other compensation for damage to trees and other vegetation that was caused by a weed-control product called Imprelis®.
- Imprelis® was applied on lawns in all states across the country, except California and New York, by lawn care professionals on residential and commercial properties, as well as by golf courses and other self-applicators, to control weeds. The lawsuit claims Imprelis® damaged certain trees and other non-target vegetation. E. I. du Pont de Nemours and Company (“DuPont”), the manufacturer of Imprelis®, suspended the sale of Imprelis® after reports of damaged and dying trees.
- DuPont denies the claims made in the lawsuit. The Settlement does not prove that DuPont did anything wrong.
- The Settlement includes additional benefits for those who have already submitted claims through DuPont’s existing Imprelis® Claims Resolution Process (*see* Question 12).
- This Notice provides information about the Settlement to property owners and golf courses (and other “self-applicators”) who experienced tree damage caused by Imprelis®. There is a separate Notice for lawn care professionals, available at [www.TreeDamageSettlement.com](http://www.TreeDamageSettlement.com) or by calling 1-866-802-8112.

**Your legal rights are affected even if you do nothing. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
<b>SUBMIT A CLAIM</b>	This is the only way to receive compensation from this Settlement, unless you previously submitted a claim form as part of DuPont’s Imprelis® Claims Resolution Process.	June 28, 2013
<b>ASK TO BE EXCLUDED</b>	Get no payment. This is the only option that allows you to independently sue DuPont over the claims resolved by this Settlement.	June 28, 2013
<b>OBJECT</b>	You may write to the Court about why you think the Settlement is not fair, reasonable, or adequate. If you exclude yourself, you cannot object.	August 21, 2013
<b>DO NOTHING</b>	Get no payment, unless you have already filed a claim through DuPont’s Imprelis® Claims Resolution Process. You will remain part of the Class, but give up certain rights.	

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still must decide whether to approve the Settlement. The benefits of this Settlement Claims Process that go beyond those available through DuPont’s Imprelis® Claims Resolution Process will only be made available if the Court approves the Settlement and all appeals, if any, are resolved.
- If you make a false claim under the Settlement, you may be fined.

**QUESTIONS? CALL TOLL-FREE 1-866-802-8112 OR VISIT [WWW.TREEDAMAGESETTLEMENT.COM](http://WWW.TREEDAMAGESETTLEMENT.COM)**

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## BASIC INFORMATION

### 1. Why did I receive this Notice?

You received this Notice either because you requested it or because records indicate that you may be included in this Settlement.

A Court authorized this Notice because you have a right to know about a proposed Settlement in this class action lawsuit that may affect you. This Notice explains your legal rights and the options that you may exercise before the Court decides whether to give “final approval” to the Settlement.

Judge Gene E. K. Pratter of the U.S. District Court for the Eastern District of Pennsylvania is overseeing this case. The case is known as *In re Imprelis® Herbicide Marketing, Sales Practices and Products Liability Litigation*, MDL 2284. The people who sued are called the Plaintiffs. The company being sued, E. I. du Pont de Nemours and Company (“DuPont”), is called the Defendant.

### 2. What is this lawsuit about?

Imprelis® was an herbicide (weed-killer or weed-control product) approved for use in all states across the country, except California and New York, and was used by lawn care professionals on residential and commercial properties as well as by golf courses and other self-applicators between August 31, 2010, and August 21, 2011. In addition to weeds, the lawsuit claims that Imprelis® also kills and damages certain trees and other non-target vegetation. DuPont suspended the sale of Imprelis® after receiving reports of damaged and dying trees across the U.S. DuPont does not agree with all the claims in the lawsuit. The Court has not decided which side is right.

### 3. Why is this lawsuit a class action?

In a class action, one or more people called “class representatives” (in this case many commercial properties, homeowners, neighboring property owners, lawn care professionals, and golf courses that applied Imprelis® or had it applied to their property or on a property adjacent to theirs) sue on behalf of all people who have similar claims. All of these people with similar claims together are the “class” or “class members.” One court resolves the issues for all class members, except for those who exclude themselves from the class.

### 4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and the people affected will get a chance to receive compensation. The Class Representatives and their attorneys think the Settlement is best for all Class Members. The Settlement does not prove that DuPont did anything wrong.

## WHO IS IN THE SETTLEMENT?

You need to decide whether you are included in the Settlement.

### 5. How do I know if I’m included in the Settlement?

Included in the Settlement are the following three Classes:

CLASS 1	CLASS 2	CLASS 3
<p><i>Property Owners:</i></p> <ul style="list-style-type: none"><li>▪ Who own or owned property in the U.S.</li></ul> <ol style="list-style-type: none"><li>1) Where Imprelis® was applied between August 31, 2010, and August 21, 2011, or</li><li>2) Adjacent to a property where Imprelis® was applied between August 31, 2010, and August 21, 2011, and whose trees show damage from Imprelis® by February 11, 2013.</li></ol>	<p><i>Applicators (Lawn Care Professionals) that:</i></p> <ul style="list-style-type: none"><li>▪ Purchased Imprelis® or received Imprelis® from a purchaser, and</li><li>▪ Applied Imprelis® between August 31, 2010, and August 21, 2011, on property owned by another person or entity in the U.S. as part of their normal business.</li></ul>	<p><i>Golf Courses or Other Imprelis® Self-Applicators that:</i></p> <ul style="list-style-type: none"><li>▪ Purchased Imprelis® or received Imprelis® from a purchaser, and</li><li>▪ Applied Imprelis® between August 31, 2010, and August 21, 2011, on property in the U.S. that they own or owned.</li></ul>

*Note about Class 3 Self-Applicators:* A Self-Applicator is an entity, such as a golf course, business, township, or school district, with a licensed applicator on staff. If your business, government agency, or other entity used a lawn care service that applied Imprelis<sup>®</sup>, you are in Class 1, not Class 3.

Any Judges involved in this case and their immediate families are not included in the Settlement.

**This Notice is for Classes 1 and 3. For the Class 2 Notice,  
visit [www.TreeDamageSettlement.com](http://www.TreeDamageSettlement.com) or call 1-866-802-8112.**

#### **6. What if I am not sure whether I am included in the Settlement?**

If you are not sure whether you are included in the Settlement, you may call 1-866-802-8112 with questions or visit [www.TreeDamageSettlement.com](http://www.TreeDamageSettlement.com). You may also write with questions to Imprelis Settlement, P.O. Box 2964, Faribault, MN 55021-2964.

Photographs of some types of damage caused by Imprelis<sup>®</sup> are available at [www.TreeDamageSettlement.com](http://www.TreeDamageSettlement.com) or by calling 1-866-802-8112. If you received this Notice in the mail and had not previously filed a claim with DuPont's Imprelis<sup>®</sup> Claims Resolution Process, photographs are included with this Notice.

### **THE SETTLEMENT BENEFITS**

#### **7. What does the Settlement provide?**

The Settlement will provide the following benefits to Class 1 and Class 3 Members who submit valid claims:

- Assessment of Imprelis<sup>®</sup> damage to determine whether damaged trees are eligible for removal and replacement, or tree care (for those who believe they have Imprelis<sup>®</sup>-related tree damage);
- Removal of eligible damaged trees at no cost to you;
- Payment for eligible damaged trees that qualify for replacement (*see* Question 9);
- Replacement trees of the same kind and size (up to 20 feet) are generally available at set prices from Qualified Tree Providers (*see* Question 9);
- Payment to purchase maintenance for replacement trees;
- Payment to purchase tree care for damaged trees that qualify for care but were not eligible for replacement;
- An additional payment of 15% of the total value of the remedies listed above to compensate for all other potential Imprelis<sup>®</sup>-related claims including loss of aesthetic enjoyment, loss of use, loss in property value, or claimed damage to shrubs, grasses, or other plants; and
- Limited warranty until May 31, 2015, for trees on your property that do not currently show any damage or those whose condition worsens and later need replacement. This warranty is in addition to the two-year limited warranty provided with any replacement trees supplied by a Qualified Tree Provider.
- Payment for tree removal costs incurred by former property owners who paid to remove Imprelis<sup>®</sup> damaged trees prior to the sale of their property. For more information, please call 1-866-802-8112 (toll-free). You will be asked to provide certain documentation in order to proceed with a claim for tree removal payment.

Qualified Tree Providers are companies with certain qualifications that have agreed to replace trees at set prices. Information about participating Qualified Tree Providers in your area will be available on [www.TreeDamageSettlement.com](http://www.TreeDamageSettlement.com).

If you file a claim, whether you qualify for compensation will be determined after inspection of your property and verification of Imprelis<sup>®</sup> application and tree damage. Compensation will depend on the extent of damage to trees on your property, if any.

In addition to compensating Class Members, DuPont will pay the cost to provide notice and administer the Settlement. DuPont will also pay Class Counsel's attorney fees and expenses, and the Class Representatives' awards (*see* Question 25).

**QUESTIONS? CALL TOLL-FREE 1-866-802-8112 OR VISIT [WWW.TREEDAMAGESETTLEMENT.COM](http://WWW.TREEDAMAGESETTLEMENT.COM)**

## 8. Are there additional benefits for Class 3 Members (Golf Courses or other Self Applicators)?

Yes. Class 3 Members (golf courses and other self-applicators) will also receive:

- 1) Up to \$2,000, for time spent and expenses incurred for assessing Imprelis® damage; and
- 2) Reimbursement or credit for the return of any remaining Imprelis® through Imprelis® distributors (if not already returned).

Class 3 Members may receive these benefits even if they already accepted compensation for tree damage in DuPont's existing Imprelis® Claims Resolution Process.

## 9. What will payments be for damaged trees that qualify for replacement?

There is a range of payments, based on the size of the damaged trees. Based on the size of your tree(s), your replacement payment for each damaged tree would be as follows:

TREE HEIGHT IN FEET	PAYMENT AMOUNT
1 or less	\$30
2-4	\$90
5-6	\$230
7-8	\$360
9-10	\$520
11-12	\$650
13-14	\$930
15-16	\$1,000
17-18	\$1,120
19-20	\$1,910
21-22	\$2,500

TREE HEIGHT IN FEET	PAYMENT AMOUNT
23-24	\$3,000
25-26	\$3,500
27-28	\$4,000
29-30	\$4,500
31-32	\$5,000
33-34	\$5,500
35-36	\$6,000
37-38	\$6,500
39-40	\$7,000
41-45	\$8,000
46-50	\$9,000

TREE HEIGHT IN FEET	PAYMENT AMOUNT
51-55	\$10,000
56-60	\$11,000
61-65	\$12,000
66-70	\$13,000
71-75	\$14,000
76-80	\$15,000
81-85	\$16,000
86-90	\$17,000
91-95	\$18,000
96-100	\$19,000

You may use this payment to buy a replacement tree or trees (including at prices agreed to by Qualified Tree Providers), or you can choose not to replace the tree(s) and keep the money.

If you use your payment to hire a Qualified Tree Provider to replace a tree up to 20 feet in height, the payment amount above will include not only the cost of the tree but also the cost of transporting the tree to your property and planting it.

## 10. What if I am in more than one Class?

It is possible to be in more than one Class. For example, a person who owns both a golf course and a private residence on which Imprelis® was applied could be in both Class 1 and Class 3.

Although you may file a separate claim for each property, the Settlement does not permit more than one payment for the same injury or damages to the same property.

## HOW TO GET BENEFITS

### 11. If I am in Class 1 or Class 3 how can I get benefits for tree damage?

The Settlement Claims Process for Class 1 and Class 3 is as follows:

- 1) If you have not submitted a claim in DuPont's existing Imprelis® Claims Resolution Process, and you have a good faith belief that there is Imprelis® related tree damage on your property, you need to file an Inspection Request Form **by June 28, 2013**. This form is available by visiting [www.TreeDamageSettlement.com](http://www.TreeDamageSettlement.com) or calling 1-866-802-8112.

Your claim must include spray records from your lawn care company or other proof that Imprelis<sup>®</sup> was applied to your property or an adjacent property between August 31, 2010, and August 21, 2011, before an inspection of your property will be scheduled.

You must mail these completed documents, postmarked no later than **June 28, 2013**, to:

Imprelis Settlement  
P.O. Box 2964  
Faribault, MN 55021-2964

If your Inspection Request Form is incomplete or missing spray records, it will be rejected and sent back to you for resubmission.

- 2) After you submit an Inspection Request Form, a Settlement Claims Process representative or lawn care professional will inspect your property, complete a Claim Form, and submit it for you.
- 3) You will then receive a letter confirming that your Claim Form was received.
- 4) Each claim will be reviewed to make sure it's complete, and you will be contacted if you need to provide more information or if a follow-up visit to your property needs to be scheduled.
- 5) Once your claim has been carefully reviewed, if eligible, you will receive a proposed offer that will describe in detail the compensation and services available to you under the Settlement. If it is determined that you do not have Imprelis<sup>®</sup> damage that is covered by the Settlement, you will receive a letter explaining that.
- 6) You will need to review the proposed offer, which includes a release of claims. If you sign your proposed offer, and return it, you will receive the offered compensation and services regardless of whether the Settlement becomes final.
- 7) If you disagree with the proposed offer, you may file an objection to the offer ("Offer Objection"), or choose to participate in the Settlement Appeal Process (see Questions 15 and 16).
- 8) If you receive a proposed offer and **do not** sign and return it, you will receive the offered compensation and service if the Settlement becomes final **unless** you: (1) properly exclude yourself from the Settlement; **or** (2) file an Offer Objection or Notice of Intent to File an Appeal within 30 days after you receive notice that the Settlement has become final or 30 days after you receive your proposed offer, whichever is later.

## 12. What if I already filed a claim through DuPont's Imprelis<sup>®</sup> Claims Resolution Process?

If the Settlement becomes final, the Settlement Claims Process will replace DuPont's Imprelis<sup>®</sup> Claims Resolution Process, and you will benefit from the Settlement in different ways, as follows:

- **Filed a claim, but have not yet received an offer:** Your claim will be automatically converted to a claim under the Settlement Claims Process. You do not need to complete an Inspection Request Form. If you exclude yourself from the Settlement, you will not be eligible for the additional benefits provided by the Settlement.
- **Received an offer that you want to accept:** You can receive all the benefits of your offer, and the additional benefits of the Settlement (including the extended limited warranty), if you accept your offer by June 28, 2013. You do not need to exclude yourself from the Settlement to comply with the terms of your Claim Resolution Agreement. If you decide to exclude yourself from the Settlement, you will not be eligible for the additional benefits provided by the Settlement. If you sign and accept your offer, but the Settlement does not become final, you will still receive the benefits detailed in your offer.
- **Accepted an offer under DuPont's Imprelis<sup>®</sup> Claims Resolution Process:** You will receive the additional benefits of the Settlement (including the extended limited warranty), but you will not be eligible to participate in the Appeals Panel process (*see* Question 16).
- **Received an offer and you disagree with it:** You have three options: (1) object to the offer through DuPont's existing objection process, (2) exclude yourself from the Settlement, or (3) file a Notice of Intent to Appeal within 30 days after the Settlement becomes final or 30 days after you receive your proposed offer, whichever is later.

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- If you receive a proposed offer and do not (1) properly exclude yourself from the Settlement, or (2) timely file an Offer Objection or a Notice of Intent to File an Appeal, then you will receive the compensation detailed in your proposed offer. To timely file, you will have 30 days after you receive notice that the Settlement has become final or 30 days after you receive your proposed offer, whichever is later.
- If the Settlement does *not* become final and you have an outstanding offer from the DuPont Imprelis® Claims Resolution Process or the Settlement Claims Process, you will receive notice from DuPont that you have 60 days from the mailing of that notice to accept DuPont's offer.

### 13. What if I already accepted an offer from DuPont through DuPont's Imprelis® Claims Resolution Process?

If you already accepted an offer under the DuPont Imprelis® Claims Resolution Process, you do not need to take any further action and you will receive the benefits detailed in your offer. If the Settlement becomes final, you will be entitled to most of the benefits from the Settlement regardless of the language in your Claim Resolution Agreement. Although your Claim Resolution Agreement states that you cannot participate in any class action, you will not lose any benefits received or offered by DuPont in the Claims Resolution Process by participating in this Settlement. **You do not need to exclude yourself from the Settlement in order to receive or retain the proceeds from DuPont's offer.**

Specifically, if the Settlement becomes final and if you did not exclude yourself from the Settlement, you will receive the additional benefits of the Settlement, including the extended limited warranty. But you will not be eligible to participate in the Appeals Panel process (*see* Question 15).

### 14. How will damage to my property be assessed?

If you have not already submitted a claim in DuPont's existing Imprelis® Claims Resolution Process, and you believe that there is Imprelis® related tree damage on your property, you can ask to have your property inspected by submitting an Inspection Request Form (*see* Question 11).

An arborist or your lawn care professional will conduct the inspection. They will inspect your damaged tree(s), determine whether the damage was likely caused by Imprelis®, and complete a Claim Form for you.

### 15. What if I disagree with the assessment of damage to my property?

If you disagree with the assessment of damage to your property, you will have the following options. You may:

- 1) File an Offer Objection with DuPont within 30 days after you receive notice that the Settlement has become final or 30 days after you receive your proposed offer, whichever is later;
- 2) File a Notice of Intent to File an Appeal with the Appeal Panel within 30 days after you receive notice that the Settlement has become final or 30 days after you receive your proposed offer, whichever is later; or
- 3) Exclude yourself from the Settlement in order to preserve your right to sue DuPont separately (note that you may only choose this option until June 28, 2013).

If you do not (1) properly exclude yourself from the Settlement; or (2) file an Offer Objection or a Notice of Intent to File an Appeal within 30 days after you receive notice the Settlement has become final or 30 days after you receive your proposed offer, whichever is later, you will receive the compensation detailed in your proposed offer. For additional information about the Offer Objection and the Appeals Panel process, please visit [www.TreeDamageSettlement.com](http://www.TreeDamageSettlement.com).

Class Counsel (*see* Question 24) can help you if you have questions about your offer.

### 16. What is the Appeals Panel?

If the Settlement becomes final, an Appeals Panel made up of three arborists will be formed. If you are not satisfied with the proposed offer or with DuPont's response to your Offer Objection, you can appeal to the Appeals Panel. You must give DuPont 30 days' notice before filing an appeal with the Appeals Panel to allow DuPont an opportunity to resolve your concern.

The Appeals Panel will:

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- Review your offer and any additional photographs or other evidence that you provide to determine whether corrections need to be made regarding the condition or size of the trees on your property.
- Determine whether you are eligible for additional compensation through this Settlement, and whether a tree should receive tree care or be removed.
- Rule based on evidence presented by both sides.

The Appeals Panel will not order additional site visits.

If you submit an appeal or warranty request that is determined to be wholly without merit, you will be charged \$75.00 to cover a portion of the costs of that appeal or request. If the Panel determines that you acted in bad faith in submitting your appeal or warranty request, it may impose an additional fine, subject to review by the Court.

If you are not satisfied with the Appeals Panel's decision, you may file an appeal to the U.S. District Court for the Eastern District of Pennsylvania. You must give DuPont 30 days' notice before filing an appeal from the Panel's decision to the Court.

Class Counsel (*see* Question 24) can help you if you have questions about whether you should file an appeal. Additional information about the Appeals Panel process can be found at [www.TreeDamageSettlement.com](http://www.TreeDamageSettlement.com).

#### 17. If I am in Class 3 (Golf Course or other Self Applicator), how can I be reimbursed for my expenses?

After submitting an Inspection Request Form, you will receive the Golf Course Expense Claim Form. Complete this form and provide documentation and information about expenses incurred for (a) your field work and investigation of Imprelis® damage on your property, and (b) any third-party costs related to investigating and documenting Imprelis® damage. Reimbursements will not exceed \$2,000.

Class 3 Members may also seek reimbursement or credit for Imprelis® product you still have, under DuPont's return and refund program (if you have not already returned your Imprelis® to your authorized distributor).

#### 18. When will I get my payment or benefits?

The date you receive your compensation and/or other benefits under this Settlement depends on whether you accept the proposed offer. Once you receive a proposed offer you may accept that offer at any time and receive the compensation outlined in that offer.

If you do not agree with the proposed offer, the timing of the compensation you will receive will depend on the time it takes to resolve your Offer Objection or appeal.

If you do not exclude yourself from the Settlement or file an Offer Objection or Notice of Intent to File an Appeal within 30 days after you receive notice that the Settlement has become final or 30 days after you receive your proposed offer, you will receive the compensation and other services that were detailed in your offer after the Settlement becomes final.

If you sign your proposed offer, you will receive the compensation provided in that offer regardless of whether the Settlement becomes final.

#### 19. What am I giving up as part of the Settlement?

If the Settlement becomes final and you have not excluded yourself from the Settlement, you will have given up your right to sue for the claims being resolved by this Settlement related to property damage and related losses caused by Imprelis®.

However, you keep certain rights:

- All Class 1 and 3 Members keep any rights to sue DuPont for personal injury, wrongful death, and any environmental claims not related to damage you claim Imprelis® caused your property and vegetation.
- Class 2 Members keep any rights to sue DuPont for claims of lost profits for business interruption, and/or suits brought against Class 2 Members arising out of their work relating to the application of Imprelis® brought by Class 1 Members who have opted out of this Settlement.

The specific claims you are giving up against DuPont and other released parties, including any lawn care professional that applied Imprelis® on your property, are described in Section VII of the Settlement Agreement. The Settlement Agreement is available at [www.TreeDamageSettlement.com](http://www.TreeDamageSettlement.com).

The Settlement Agreement provides specific descriptions of the released claims, so read it carefully. If you have any questions you can talk to the law firms listed in Question 24 for free or you can talk to your own lawyer at your own expense about the meaning of the released claims.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from this Settlement and you want to keep the right to sue DuPont about damage caused by Imprelis®, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting-out” of – the Settlement Class.

#### 20. If I exclude myself, can I benefit from this Settlement?

No. If you exclude yourself, you cannot submit an Inspection Request Form to ask for benefits because the Settlement will no longer apply to you.

#### 21. May I stay in the Settlement and still sue DuPont about Imprelis®?

No. Unless you exclude yourself, you give up your right to sue DuPont for the claims that this Settlement resolves. (See Question 19 for details.) Remember, the exclusion deadline is **June 28, 2013**.

#### 22. If I exclude myself, will I need to hire and pay my own lawyer?

Yes, if you want to sue DuPont separately about the claims covered by this Settlement and you do not want to represent yourself, you will need to hire and pay your own lawyer.

Typically, lawyers representing clients in cases like this take a percentage of the amount they recover for you as their fee. You may want to learn what your payment would be under the Settlement, and then determine whether your own lawyer would be able to obtain that amount plus the lawyer's fee if you sue separately. You should also ask a lawyer you are considering hiring how long your separate lawsuit is likely to take to resolve.

The Court has appointed lawyers (called Class Counsel) to represent you as a Class Member at no cost to you. DuPont will pay these lawyers separately. Your payment under the Settlement will not be reduced by any payment to these lawyers. Please see Question 24 for more information.

#### 23. How do I exclude myself from the Settlement?

To exclude yourself, you must send a letter that includes:

- Your full name, address, telephone number, and signature; and
- The address of the Imprelis®-affected property.

You must mail your Exclusion Request, postmarked by **June 28, 2013**, to:

Imprelis Settlement Exclusions  
P.O. Box 2964  
Faribault, MN 55021-2964

If you change your mind about excluding yourself, you may revoke your Exclusion Request by sending a letter to the same address. Your revocation must be postmarked by **June 28, 2013**.

### THE LAWYERS REPRESENTING YOU

#### 24. Do I have lawyers in this case?

Yes. The Court has appointed several law firms as “Class Counsel” to represent the interests of the Class. These law firms are:

**QUESTIONS? CALL TOLL-FREE 1-866-802-8112 OR VISIT [WWW.TREEDAMAGESETTLEMENT.COM](http://WWW.TREEDAMAGESETTLEMENT.COM)**

Richard J. Arsenault NEBLETT, BEARD & ARSENAULT 2220 Bonaventure Court P.O. Box 1190 Alexandra, LA 71301 1-800-256-1050	Jonathan D. Selbin LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 250 Hudson Street, 8 <sup>th</sup> Floor New York, NY 10013 212-355-9500
Adam J. Levitt GRANT & EISENHOFER P.A. 30 N. LaSalle Street, Suite 1200 Chicago, IL 60602 312-214-0000	Gregory S. Ascioffa LABATON SUCHAROW LLP 140 Broadway New York, NY 10005 212-907-0700

The Court has also appointed Robert S. Kitchenoff of Weinstein Kitchenoff & Asher, LLC (1845 Walnut Street, Suite 1100, Philadelphia, PA 19103; 215-545-7200) as “Liaison Counsel” to the Court.

**You will not be charged for these lawyers’ services. If you want to be represented by someone other than Class Counsel, you may hire a lawyer at your own expense.**

**25. How will the lawyers be paid?**

Class Counsel will ask the Court for attorneys’ fees and expenses of up to \$7 million to be paid by DuPont. Class Counsel will also request special awards (of \$1,500 per individual property owner or \$2,500 per multi-residential or commercial property owner, golf course, or lawn care operator) for the Class Representatives, who helped the lawyers on behalf of the whole Class. These fees and expenses will *not* come out of compensation to Class Members, either individually or as a whole Class. DuPont will pay these amounts separately, after the Court makes the final decision about appropriate attorneys’ fees and expenses.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don’t think the Settlement is fair, reasonable, or adequate.

**26. How do I tell the Court that I do not like the Settlement?**

You can object to the Settlement if you think it is not fair, reasonable, or adequate. The Court will consider your views. You may not object to the Settlement if you chose to exclude yourself from the Settlement.

To object to the Settlement, you must send in a written objection stating (under penalty of perjury) that you are a Class Member and that you want to object in *In re Imprelis® Herbicide Marketing, Sales Practices and Products Liability Litigation*, MDL 2284. Be sure to include:

- Your name, address, telephone number, and your signature (or your lawyer’s signature);
- The address of the Imprelis®-affected property;
- The specific reasons why you object to the Settlement, whether you plan on appearing at the Fairness Hearing, and any legal support or evidence that supports your objection that you will submit to the Court or present at the fairness hearing (*see* Question 28); and
- The name, address, and telephone number of your lawyer (if you will be represented by a lawyer).

Your objection must be postmarked no later than **August 21, 2013**, and must be sent to all three of the addresses listed below.

CLERK OF THE COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the U.S. District Court Eastern District of Pennsylvania 601 Market Street Room 2609 Philadelphia, PA 19106-1797	Gregory Ascioffa LABATON SUCHAROW LLP 140 Broadway New York, NY 10005	Adam Hoeflich, Esq. BARTLIT BECK HERMAN PALENCHAR & SCOTT LLP Courthouse Place, 54 West Hubbard Street, Suite 300 Chicago, IL 60654

### 27. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't think the Settlement is fair, reasonable, or adequate. You can object only if you don't exclude yourself from the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

### 28. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at 2:00 p.m. on **September 27, 2013**, in courtroom 10B at the James A. Byrne Courthouse, U.S. District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.TreeDamageSettlement.com](http://www.TreeDamageSettlement.com) or call 1-866-802-8112.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have been granted permission to speak at the hearing. The Court may also decide how much Class Counsel should be paid. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

### 29. Do I have to attend the Fairness Hearing?

No. Class Counsel will answer any questions that the Court may have regarding the terms of the Settlement. However, you or your own lawyer are welcome to attend at your expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend, but it is not required.

### 30. May I speak at the Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter the Court stating that it is your "Notice of Intention to Appear in *In re Imprelis*<sup>®</sup> *Herbicide Marketing, Sales Practices and Products Liability Litigation*, MDL 2284." Be sure to include:

- Your name, business name (if applicable), address, telephone number, and your signature; and
- The name, address, and telephone number of your lawyer (or the person who will appear on your behalf).

Your Notice of Intention to Appear must be postmarked no later than **June 28, 2013**, and must be sent to the following address:

Clerk of the U.S. District Court Eastern District of Pennsylvania  
601 Market Street, Room 2609  
Philadelphia, PA 19106-1797

## GETTING MORE INFORMATION

### 31. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.TreeDamageSettlement.com](http://www.TreeDamageSettlement.com). You may also write with questions to Imprelis<sup>®</sup> Settlement, P.O. Box 2964, Faribault, MN 55021-2964. You can also get an Inspection Request Form at the website, or by calling the toll free number, 1-866-802-8112.