

If You Applied the Herbicide Imprelis[®] To Your Customers' Properties Between August 31, 2010 and August 21, 2011

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 compensation for damage to trees and other vegetation that was caused by a weed-control product called Imprelis[®].
- The Settlement provides both compensation and opportunities to earn additional compensation to Lawn Care Professionals.
- Imprelis[®] was applied on residential and commercial properties in all states across the country, except California and New York, by lawn care professionals 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 participated in and/or submitted claims through DuPont's existing Imprelis[®] Claims Resolution Process (*see* Question 13).
- This Notice provides information about the Settlement to lawn care professionals who were licensed applicators of Imprelis[®]. There is a separate Notice for property owners and golf courses (and other "self-applicators") who experienced tree damage caused by Imprelis[®] available at 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		
SUBMIT A CLAIM	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
ASK TO BE EXCLUDED	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
OBJECT	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
DO NOTHING	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

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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"> ▪ Who own or owned property in the U.S. <ol style="list-style-type: none"> 1) Where Imprelis® was applied between August 31, 2010, and August 21, 2011, or 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. 	<p><i>Applicators (Lawn Care Professionals) that:</i></p> <ul style="list-style-type: none"> ▪ Purchased Imprelis® or received Imprelis® from a purchaser, and ▪ 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. 	<p><i>Golf Courses or Other Imprelis® Self-Applicators that:</i></p> <ul style="list-style-type: none"> ▪ Purchased Imprelis® or received Imprelis® from a purchaser, and ▪ Applied Imprelis® between August 31, 2010, and August 21, 2011, on property in the U.S. that they own or owned.

QUESTIONS? CALL TOLL-FREE 1-866-802-8112 OR VISIT WWW.TREEDAMAGESETTLEMENT.COM

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

**This Notice is for Class 2. For the Class 1 and 3 Notice,
visit 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. You may also write with questions to Imprelis Settlement, P.O. Box 2964, Faribault, MN 55021-2964.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement will provide cash payments and/or other benefits to eligible Class Members who submit valid claims. What you get depends on which Class you are in and the extent of the damage or expenses you can prove.

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 21).

8. What will Class 2 (Lawn Care Professionals) get from the Settlement?

DuPont will provide the following Settlement benefits to Class 2 Members who submit valid claims:

- Reimbursement or credit, depending on your distributor's policies, for unused or partially used Imprelis[®] returned to your Imprelis[®] distributor;
- Compensation within set limits for customer site visits, field work, and expenses (those incurred as well as those paid to third parties) for investigating and documenting Imprelis[®] damage before September 6, 2011; and
- Compensation for assisting your customers with the Settlement Claims Process, if applicable.

If you are in Class 2 and did not assist in submitting your customers' claims in DuPont's Imprelis[®] Claims Resolution Process, you may choose to assist in submitting those claims under the Settlement Claims Process (by inspecting your customers' properties and/or removing damaged trees if you have chosen to participate in the inspection process). You may also become a Qualified Tree Provider.

9. What compensation will Class 2 Members receive for customer site visits, field work, and expenses?

In general, you are eligible to be reimbursed for the expenses you incurred prior to September 6, 2011 as a result of your customers' tree damage caused by Imprelis[®]. There is a list of allowed expenses and maximum hourly rates that will be used in calculating your payment.

10. What compensation will Class 2 Members receive for assisting their customers with submitting claims in the Settlement Claims Process?

If you are in Class 2, you may qualify to be paid to help your customers who are in Class 1 participate in the Settlement Claims Process after the Settlement becomes final. The types of compensation include the following:

- 1) If you choose to support the Settlement Claims Process and inspect your customers' properties, you will be compensated based on a set payment schedule. You must receive authorization from DuPont or the Claims Administrator before conducting any inspections.
- 2) If you choose to inspect your customers' properties and also chose to remove Imprelis[®] damaged trees for these customers through the Settlement Claims Process, you will be compensated based on a set payment schedule for removing trees. You must receive authorization from DuPont before removing any trees.
- 3) If you become a Qualified Tree Provider, you may also receive compensation from Class 1 Members who choose to use your services for replacing their damaged trees.

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If you choose to support the Settlement Claims Process and inspect your customers' properties, you will be compensated based on a set payment schedule. THE SETTLEMENT MUST BECOME FINAL AND you must receive authorization from DuPont or the Claims Administrator before conducting any inspections.

Note: There will be a deadline by which you have to decide whether to assist your customers in the Settlement Claims Process. This deadline will be at least 60 days after the Court grants final approval of the Settlement. The deadline will be posted on www.TreeDamageSettlement.com.

**FOR QUESTIONS 8, 9, & 10:
WHERE CAN I FIND SPECIFIC PAYMENT AMOUNTS?**

The following documents are available at the Settlement Website or by calling 1-866-802-8112:

- List of covered costs for site visits, field work, and expenses:
www.TreeDamageSettlement.com/Class2/Reimbursementdetails
- Qualified Tree Provider application:
www.TreeDamageSettlement.com/Class2/Qualifiedtreeproviderprogram
- Tree removal fee schedule: www.TreeDamageSettlement.com/Class2/Treeremovalfeeschedule
- Tree care and maintenance fee schedule for property owners:
www.TreeDamageSettlement.com/Class2/Treecareandmaintenancefeeschedule

11. What if I am in more than one Class?

It is possible to be in more than one Class. For example, a lawn care professional who applied Imprelis[®] to his/her own property and also to other properties could be in both Class 2 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

12. If I am in Class 2 (Lawn Care Professional), how can I get benefits?

To receive benefits through the Settlement Claims Process:

- 1) Complete a Reimbursement Request. Reimbursement Request forms are available at www.TreeDamageSettlement.com or by calling 1-866-802-8112.
- 2) In response to you submitting a Reimbursement Request, you will receive an LCO (Lawn Care Operator) Expense Claim Form, which you must complete. You must also submit: a) a proof of purchase of Imprelis[®]; b) documentation and information about expenses incurred for customer site visits and field work, as well as expenses incurred or paid to third parties related to investigating and documenting Imprelis[®] damage, prior to September 6, 2011; and c) spray records for all properties for which you are seeking expense reimbursement.

If your Reimbursement Request is incomplete or missing any required documentation, it will be rejected and sent back to you for resubmission. You must mail these documents, postmarked no later than **June 28, 2013**, to:

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

- 3) Each LCO Expense Claim Form and supporting documentation will be reviewed to make sure it is complete, and you will be contacted if additional information is needed.
- 4) Once the LCO Expense Claim Form has been reviewed, you will receive a proposed offer that will describe in detail the compensation, if any, available to you under the Settlement.

QUESTIONS? CALL TOLL-FREE 1-866-802-8112 OR VISIT WWW.TREEDAMAGESETTLEMENT.COM

- 5) Review the proposed offer, which includes a release of claims. If you choose to participate, you must then sign the offer and return it. The offer will outline what steps you can take if you disagree with the evaluation of your claim.
- 6) Once your properly executed offer is received, you will be sent the agreed-upon compensation.

You will also receive other benefits under the Settlement, including:

- You keep your right to sue DuPont for lost profits in Court even if you accept the other benefits of the settlement;
- You keep your right to sue DuPont if you are sued by one of your clients for damages resulting from your application of Imprelis®; and
- You are released from liability for any claims which could be brought against you as a result of your application of Imprelis® by any Class 1 members who do not exclude themselves from the Settlement.

You may also seek reimbursement or credit, depending on your distributor's policies, for Imprelis® product you still have, under DuPont's return and refund program. Visit www.TreeDamageSettlement.com for more information about that program.

13. What if I already filed a claim through DuPont's Imprelis® Claims Resolution Process?

If the Settlement becomes final, the Settlement Claims Process will replace DuPont's Imprelis® Claims Resolution Process, and you will benefit from the Settlement depending on whether you have signed a release of your claims in DuPont's process, as follows:

- If you filed a claim under DuPont's Imprelis® Claims Resolution Process and the Settlement becomes final, but you have *not* yet completed that process and signed a release of your claims, you may participate in the Settlement Claims Process.
- If you *have* signed a release of your claims through DuPont's Imprelis® Claims Resolution Process, you will not be eligible to ask for reimbursement for expenses incurred prior to September 6, 2011 under the Settlement Claims Process. You are, however, still potentially eligible to receive compensation by assisting your customers in filing claims under the Settlement Claims Process, removing trees under this Settlement Claims Process, or by becoming a Qualified Tree Provider.

14. When will I get my payment or benefits?

The timing of when you will receive Settlement payments varies based on the type of compensation, as follows:

- 1) Expense reimbursements will be distributed once you accept and properly execute a Claim Resolution Agreement from DuPont.
- 2) Compensation for participating in filing claims for your customers in the Settlement will be available once the Settlement becomes final, once DuPont authorizes inspections for customers that have filed valid Inspection Requests, and after you perform and provide documentation of the work.
- 3) If you choose to assist your customers in filing claims under the Settlement and also chose to remove trees, you will be paid for the tree removal after DuPont has provided authorization for the tree removal for each property, and after you perform and provide documentation of the work.
- 4) If you are chosen to become a Qualified Tree Provider, you will receive compensation from Class 1 Members, if any, who hire you to replace their trees.

15. 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 Imprelis®.

However, you keep certain rights to sue DuPont for claims of lost profits for business interruption, and/or suits brought against you arising out of your 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 are described in Section VII of the Settlement Agreement. The Settlement Agreement is available at 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 20 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.

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

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

17. 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 15 for details.) Remember, the exclusion deadline is **June 28, 2013**.

18. 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 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 20 for more information.

19. How do I exclude myself from the Settlement?

To exclude yourself, you must send a letter that includes your full name, business name, business address, telephone number, and signature.

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

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

THE LAWYERS REPRESENTING YOU

20. 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:

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 th 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. Ascioia 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.

21. 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.

22. 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, business name, business address, business telephone number, and your signature (or your lawyer’s signature);
- 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 the objection that you will submit to the Court or present at the fairness hearing (*see* Question 24); 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 S. Ascioffa LABATON SUCHAROW LLP 140 Broadway New York, NY 10005	Adam Hoeflich BARTLIT BECK HERMAN PALENCHAR & SCOTT LLP Courthouse Place, 54 West Hubbard Street, Suite 300 Chicago, IL 60654

23. 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.

24. 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**, 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 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.

25. 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.

26. 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*[®] *Herbicide Marketing, Sales Practices and Products Liability Litigation*, MDL 2284." Be sure to include:

- Your name, business name, business 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

27. 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. You may also write with questions to Imprelis[®] 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.