

CLASS ACTION SETTLEMENT AND RELEASE AGREEMENT

This Class Action Settlement and Release Agreement (“Agreement”) is entered into by and between Plaintiffs Michael Pearson, James Suter, Silvia Suter, Jeffrey Fleming, and Jessie Mohedano, on behalf of themselves and the Settlement Class, and Madison Ranches, Inc. (“Madison Ranches”), subject to approval of the Court.

RECITALS

WHEREAS, Plaintiffs filed a proposed class action captioned *Pearson et al. v. Port of Morrow et al.* (Civ. No. 2:24-00362-SI (D. Or.)) (“*Port of Morrow* Litigation”) on or about February 28, 2024; filed a second related proposed class action captioned *Pearson et al. v. Portland General Electric Co. et al.* (Civ. No. 2:25-02249-SI (D. Or.)) on or about December 5, 2025 (“*PGE* Litigation”) and voluntarily dismissed the *PGE* Litigation on or about January 15, 2026; filed a second amended complaint in the *Port of Morrow* Litigation on or about January 16, 2026, adding defendants in the *PGE* Litigation to the *Port of Morrow* Litigation; and then filed a third amended complaint in the *Port of Morrow* Litigation on June 12, 2026, substituting named plaintiffs;

WHEREAS, claims over the course of the *Port of Morrow* Litigation have been advanced, at various stages, on behalf of proposed classes of owners and renters of real property and residents in the Lower Umatilla Basin Groundwater Management Area (“LUBGWMA”), an area designated by the Oregon Department of Environmental Quality in Morrow and Umatilla counties, Oregon;

WHEREAS, Plaintiffs allege that the various defendants in the *Port of Morrow* Litigation have contributed to the alleged contamination of groundwater and drinking water in the LUBGWMA, and Plaintiffs have asserted various claims, including among others, claims under the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6972(a)(1)(B), and claims for negligence, negligence per se, trespass, private nuisance, public nuisance, and inverse condemnation related to water quality in the LUBGWMA;

WHEREAS, Plaintiffs seek relief including, but not limited to, declaratory relief, injunctive relief, property damages, compensatory damages, response and remediation costs, connections to alternative water supplies, medical monitoring, punitive damages, litigation costs, and attorneys' and expert witness fees;

WHEREAS, Plaintiffs allege Madison Ranches is jointly liable for the conduct of the various defendants in the *Port of Morrow* litigation under Oregon state law theories of joint liability;

WHEREAS, as of July 2026, Madison Ranches currently operates agricultural activities on more than 25,000 acres located in the LUBGWMA;

WHEREAS, Madison Ranches denies each and every one of the allegations of wrongful conduct and damages by Plaintiffs, including, without limitation, that Madison Ranches has contributed to any alleged contamination of groundwater, surface water, or drinking water in or around the LUBGWMA; Madison Ranches further denies and disclaims any and all wrongdoing or liability whatsoever, including, without limitation, liability with respect to any and all claims asserted against it in the RCRA Notice of Intent to Sue (and in all other related communications by or on behalf of Plaintiffs, others represented by Class Counsel, and others similarly situated), any and all other claims relating to the matters alleged in the *Port of Morrow* Litigation, and any other litigation that may be filed in the Action (as defined below); and, apart from the Settlement Class as described in this Agreement and which is proposed only for the express purpose of resolving the Action, Madison Ranches also denies that the Action satisfies the requirements to be tried as a class action under Rule 23 of the Federal Rules of Civil Procedure and denies that any putative class should be certified for purposes of the Action or any other class action;

WHEREAS, the Parties recognize that a final resolution through the litigation process would require protracted adversarial litigation and appeals; substantial risk, uncertainty, and expense; and the distraction and diversion of Madison Ranches personnel and resources.

WHEREAS, Madison Ranches is entering into this Agreement to settle all claims by Plaintiffs and Settlement Class Members relating to alleged contamination of the LUBGWMA on the terms and conditions set forth in this Agreement solely to avoid the burdens and expense of litigation;

WHEREAS, the Parties expect that the terms of this Agreement will provide immediate and substantial water quality benefits and mitigate alleged damages to the Settlement Class, including property owners, renters, and residents, and the environment in the LUBGWMA now and in the future;

WHEREAS, this Agreement has been arrived at on the basis of arm's length negotiation between Class Counsel and counsel for Madison Ranches, including two full days of mediation before Timothy Gallagher, Esq., an experienced and well-known mediator of complex environmental disputes, and additional communications and exchanges facilitated by Mr. Gallagher before, between, and after the two full-day mediation sessions;

NOW, THEREFORE, the Parties hereby agree and stipulate, in consideration of the covenants, terms, and releases described below, to fully and finally settle, compromise, and dismiss the Released Claims, subject to the approval of the United States District Court for the District of Oregon, on the following terms and conditions:

I. DEFINITIONS

As used in this Agreement and its exhibits, the following terms shall have the meanings set forth below. Definitions contained elsewhere in this Agreement shall also be effective.

A. **"Action"** means the litigation captioned *Pearson et al. v. Port of Morrow et al.* (Civ. No. 2:24-00362-SI (D. Or.)), and any related litigation or other pending or to-be-filed actions, which may be filed and consolidated, including but not limited to the litigation captioned *Pearson et al. v. Portland General Electric Co. et al.* (Civ. No. 2:25-02249-SI (D. Or.)) and the litigation captioned *Pearson v. Amazon Data Services, Inc.* (Civ. No. 2:26-cv-00633-SI (D. Or.)).

B. **“Administrative Costs”** means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties appointed by the Parties perform in furtherance of the administration of this Settlement, including but not limited to the costs set forth in paragraph VII.D.

C. **“ADS Litigation”** means the *Pearson v. Amazon Data Services, Inc.* (Civ. No. 2:26-cv-00633-SI (D. Or.)) litigation.

D. **“Agreement”** means this Class Action Settlement and Release Agreement, containing all terms and conditions, and all exhibits attached hereto.

E. **“Attorneys’ Fees”** means all fees for services, exclusive of Costs and Expenses, that Class Counsel claim or could claim they are entitled to in connection with their development of, investigation of, litigation of, and settlement of the claims against Madison Ranches in the *Port of Morrow* Litigation and are to be sought by Class Counsel and awarded from the Settlement Fund by the Court.

F. **“Bar Order”** has the meaning set forth in paragraph XI.B.3.

G. **“Court”** means the United States District Court for the District of Oregon.

H. **“Class Counsel”** means the law firms of Hagens Berman Sobol Shapiro LLP, Heenan & Cook, and Bliven Law Firm.

I. **“Class Representatives”** means Michael Pearson, James Suter, Silvia Suter, Jeffrey Fleming, and Jessie Mohedano.

J. **“Costs and Expenses”** means any and all costs and expenses, including but not limited to costs and expenses for filing fees, court reporters, expert witnesses, consultants, litigation support, supplies, travel, salaries, overhead, and incidentals, incurred by Class Representatives and Class Counsel in connection with the development of, investigation of, and settlement of the claims against Madison Ranches in the *Port of Morrow* Litigation and with the implementation of this Agreement, and are to be sought by Class Counsel.

K. **“Effective Date”** has the meaning set forth in paragraph XVI.A.

L. **“Fairness Hearing”** has the meaning set forth in paragraph V.B.4.

M. **“Fee Award”** has the meaning set forth in paragraph VIII.B.

N. **“Final Approval Order”** means a final judgment and order of the Court entered substantially in the form attached as **Exhibit A** concerning the certification of the Settlement Class, the approval of the Agreement, the issuance of the Bar Order, and the dismissal of Madison Ranches from the Action and that otherwise satisfies the settlement-related requirements of Federal Rule of Civil Procedure 23 and is consistent with the provisions of this Agreement.

O. **“Joint Motion for Final Approval”** has the meaning set forth in paragraph X.B.

P. **“Joint Motion for Preliminary Approval”** has the meaning set forth in paragraph V.B.

Q. **“Lamb Weston”** means Lamb Weston Holdings, Inc., a Delaware corporation.

1. For the purposes of the Limited Release (paragraph XI.D), **“Lamb Weston”** means Lamb Weston Holdings, LLC and its current and former directors, officers, managers, members, owners, employees, agents, successors, assigns, and subsidiaries, parents, affiliates, and related entities, including but not limited to ConAgra Foods Lamb Weston, Inc.

R. **“LUBGWMA”** or **“Lower Umatilla Basin Groundwater Management Area”** means the current Lower Umatilla Basin Groundwater Management Area located in Oregon and designated as a groundwater management area by the Oregon Department of Environmental Quality pursuant to the Oregon Groundwater Quality Protection Act Statute, ORS 468B.150 *et seq.* The LUBGWMA covers the area bounded on the north by the Columbia River; on the south by the 2N/3N Township Boundary; on the east by the 29E/30E Range Boundary; and on the west by the 22E/23E Range Boundary (also the Morrow County and Gilliam County line). The LUBGWMA is as generally depicted in the map attached as Exhibit B.

S. **“Madison Ranches”** means Madison Ranches, Inc., an Oregon corporation.

T. **“Madison Ranches Operations”** means any real property, building, installation, structure, equipment, or other property used for any business purposes by or on behalf of Madison Ranches or any Madison Ranches corporate affiliate, including but not limited to all real property on which Madison Ranches or any Madison Ranches corporate affiliate engages in agriculture activities.

U. **“Media Breach”** has the meaning set forth in paragraph XIV.B.1 and XIV.D.

V. **“Notice”** means notice of the Settlement to Persons in the Settlement Class in accordance with the Notice Plan as described in Section IX and as ordered by the Court.

W. **“Notice Payment”** has the meaning set forth in paragraph IX.C.

X. **“Notice Plan”** means the plan to be developed and provided by the Settlement Administrator submitted to and approved by the Court as described in Section IX. and is attached as **Exhibit C**.

Y. **“Objections Deadline”** has the meaning set forth in the Preliminary Approval Order attached as **Exhibit D**.

Z. **“Parties”** means the Plaintiffs/Class Representatives and Madison Ranches. Madison Ranches and Plaintiffs/Class Representatives individually may be referred to as “Party.”

AA. **“Person”** means a natural person, corporation, company, association, limited liability company, partnership, limited partnership, joint venture, affiliate, any other type of private entity, or their respective spouse, heir, predecessor, successor, executor, administrator, manager, operator, representative, or assign.

BB. **“PGE Litigation”** means the *Pearson et al. v. Portland General Electric Co. et al.* (Civ. No. 2:25-02249-HL (D. Or.)) litigation.

CC. **“Plaintiffs”** means the named plaintiffs in the *Port of Morrow* Litigation (i.e., Michael Pearson, James Suter, Silvia Suter, Jeffrey Fleming, and Jessie Mohedano), both in their individual capacities and as Class Representatives on behalf of the Settlement Class Members.

DD. **“Port”** means the Port of Morrow, an Oregon public entity engaged in governmental and commercial activities.

1. For the purposes of the Limited Release (paragraph XI.D), **“Port”** means the Port of Morrow, along with its current and former commissioners, directors, officers, managers, members, employees, agents, successors, assigns, and subsidiaries, parents, affiliates, and related entities.

EE. **“Port of Morrow Litigation”** means the *Pearson et al. v. Port of Morrow et al.* (Civ. No. 2:24-00362-HL (D. Or.)) litigation.

FF. **“Preliminary Approval Order”** means an order of the Court entered substantially in the form attached as **Exhibit D**.

GG. **“Public/Municipal Water Services”** means any system for the provision to the public of water for human consumption through pipes or other constructed conveyances, whether operated by a local government, special water district, or other entity/agency.

HH. **“Public Statement”** has the meaning set forth in paragraph XIV.A.

II. **“RCRA”** means the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§ 6901 *et seq.*, and includes RCRA’s implementing federal and state regulations.

JJ. **“RCRA Notice of Intent”** means the Resource Conservation and Recovery Act Notice of Intent (“NOI”) letter sent to Madison Ranches on October 31, 2023.

KK. **“Released Claims”** has the meaning set forth in paragraph XI.A.

LL. **“Released Parties”** means Madison Ranches and its current, former, and future direct and indirect parents, subsidiaries, divisions, corporate affiliates, and predecessors and successors of any kind; and, with respect to each of the foregoing, all of its current, former, and future officers, directors, managers, partners, members, shareholders, owners, employees, agents, representatives, insurers, attorneys, consultants, contractors, distributors, and trustees, individually and in their corporate, official, and personal capacities. “Corporate affiliates” includes all affiliated entities of Madison Ranches,

including but not limited to the affiliated entities listed in Exhibit E. This definition does not include the Port or Lamb Weston, or any other potential third-party beneficiary of the Limited Release in Section XI.D.

MM. **"Response Deadline"** means the deadline by which Persons in the Settlement Class must postmark or otherwise submit Requests for Exclusion.

NN. **"Request for Exclusion"** means a timely and valid Request for Exclusion form or letter submitted by a Person in the Settlement Class as set forth in paragraph IX.G. indicating a request to be excluded from (i.e., to opt out of) the Agreement.

OO. **"Requests for Exclusion Threshold"** has the meaning set forth in the confidential Supplemental Agreement on Requests for Exclusion.

PP. **"Service Awards"** means the payment the Court may award the Class Representatives from the Settlement Fund for their services on behalf of the Settlement Class as described in paragraph VIII.A.

QQ. **"Settlement"** means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are set forth in this Agreement.

RR. **"Settlement Administrator"** means Epiq Class Actions & Claims Solutions, Inc. ("Epiq"), the Person appointed by the Parties, and pending approval by the Court, that will ensure the provision of Notice and administer and distribute the Settlement Fund as set forth in this Agreement and under the Notice Plan.

SS. **"Settlement Amount"** means the total amount of Six Million, Two-Hundred Thousand Dollars (USD) (\$6,200,000) that is to be paid by Madison Ranches into the Settlement Fund and is inclusive of all amounts owed by Madison Ranches to settle all claims under this Agreement, including, without limitation, Attorneys' Fees, Service Awards, Costs and Expenses, pre- and post-judgment

interest, and any other expenses incurred, or to be incurred, by Plaintiffs, Class Counsel, and the Settlement Administrator, including all costs of providing Notice.

TT. **"Settlement Class"** has the meaning set forth in Section II.

UU. **"Settlement Class Members"** means Persons in the Settlement Class who do not submit a timely and valid Request for Exclusion within the Response Deadline.

VV. **"Settlement Fund"** has the meaning set forth in paragraph VII.A.1.

WW. **"Settlement Fund Account"** means a segregated and separate interest-bearing escrow account(s) at a federally insured banking institution designated by Class Counsel into which the Settlement Amount is to be deposited for the benefit of the Settlement Class in the *Port of Morrow* Litigation consistent with the terms and conditions in this Agreement.

XX. **"Supplemental Agreement on Requests for Exclusion"** means the confidential agreement between the Parties attached as **Exhibit F**.

II. SETTLEMENT CLASS

A. The Parties agree that certification of the Settlement Class is an essential condition of this Agreement and shall ask the Court that the following Settlement Class be certified for purposes of this Agreement: **All Persons who own, rent, or reside at property that is supplied with water by a private well that is located in the Lower Umatilla Basin Groundwater Management Area** ("Settlement Class"). This definition excludes owners, renters, and residents of properties supplied with water solely from Public/Municipal Services.

B. The following Persons are excluded from the Settlement Class: (i) Madison Ranches; (ii) any entity in which Madison Ranches has a controlling interest; (iii) any Person with a controlling interest in Madison Ranches; (iv) any current or former officer or director of Madison Ranches; (v) the legal representatives, successors, or assigns of Madison Ranches; (vi) the Court, the Court's immediate family, and Court staff; and (vii) all attorneys and employees of Class Counsel.

III. SETTLEMENT CLASS CERTIFICATION

A. The Parties agree that certification of the Settlement Class is for settlement purposes only and subject to Court approval.

B. Madison Ranches will stipulate to certification of the Settlement Class, for the appointment of Plaintiffs as “Class Representatives,” and for the appointment of Hagens Berman Sobol Shapiro LLP, Heenan & Cook, and Bliven Law Firm as “Class Counsel” for settlement purposes only and subject to Court approval.

C. If the Agreement, including the Settlement Class, is not finally approved by the Court, or in the event this Agreement is otherwise modified, rescinded, terminated, or canceled, then Madison Ranches reserves the right to contest certification of any class and/or subclass in connection with the Action, the appointment of Plaintiffs as Class Representatives, and the appointment of Hagens Berman Sobol Shapiro LLP, Heenan & Cook, and Bliven Law Firm as Class Counsel. In such event, this Agreement, including the Settlement Class definition, shall not be admissible as evidence that any putative class is or may be certified for purposes of the Action or any class action.

IV. LITIGATION

A. Upon filing a joint motion for preliminary certification of the Settlement Class and Settlement, the Parties shall simultaneously file a joint motion to stay all litigation deadlines as to Madison Ranches, including but not limited to any deadline to respond to Plaintiffs’ pending Motion for Class Certification (Dkt. No. 228) and Memorandum in Support thereof (Dkt. No. 230), pending final approval of the Settlement Class and Settlement.

B. Madison Ranches agrees, pending approval from the Court, to extend Plaintiffs’ deadline to respond to Madison Ranches’ Motion to Dismiss Plaintiffs’ Third Amended Complaint to two (2) weeks after any denial of preliminary approval, should such denial occur.

V. PRELIMINARY APPROVAL

A. **Preliminary Approval.** Plaintiffs and Madison Ranches will jointly move the Court for Preliminary Approval of the Settlement (“Joint Motion for Preliminary Approval”).

B. The Joint Motion for Preliminary Approval shall request entry of the Preliminary Approval Order, substantially in the form of **Exhibit D**, requesting that the Court, among other things, for settlement purposes only:

1. Preliminarily certify the Settlement Class under Federal Rule of Civil Procedure 23;
2. Preliminarily approve the Settlement as fair, reasonable, and adequate;
3. Approve the Notice Plan, as described in Section IX and attached hereto as **Exhibit C**;
4. Set a Fairness Hearing to consider entry of the Final Approval Order of the Settlement and any objections to it (“Fairness Hearing”); and
5. Stay or continue to stay the Action as to Madison Ranches, pending Court approval of the Settlement.

VI. NON-MONETARY TERMS

A. As a condition of this Settlement Agreement, Madison Ranches agrees not to apply reuse water it receives from the Port of Morrow, Lamb Weston, or any other supplier of such reuse water on unplanted fields during the period from November 10 – February 28 of each year.

B. For calendar years 2027, 2028, and 2029, Madison Ranches will continue to utilize best management practices for management of nitrogen in reuse water applied to its fields. These practices include but are not limited to: conducting pre-plant soil nitrogen/nitrate testing, measuring the application of all nitrogen-containing materials to its fields, measuring all irrigation applied to its fields, conducting post-harvest soil nitrogen/nitrate testing, and engaging in robust crop rotation.

VII. SETTLEMENT FUND AND ADMINISTRATION

A. **Settlement Fund.** In consideration for the full settlement and release of all Released Claims, the covenants and agreements set forth in this Agreement, and other good and valuable consideration including but not limited to compliance with Section VI:

1. Within thirty (30) days of the Effective Date, as defined in paragraph XVI.A, Madison Ranches will pay the Settlement Amount (less all Notice Costs already paid into the Settlement Fund pursuant to paragraph IX.C.) into the Settlement Fund Account established and maintained by the Settlement Administrator (the “Settlement Fund”). The Parties agree that the Settlement Fund shall be a “qualified settlement fund” within the meaning of United States Treasury Regulation § 1.468B-1 at all times since creation of the Settlement Fund Account.

2. Upon the Effective Date of the Agreement, the Settlement Fund, plus any interest accrued and less (i) any Attorneys’ Fees and Costs and Expenses approved by the Court, less (ii) any Service Award approved by the Court, and less (iii) any Administrative Costs related to the Settlement, shall be distributed to Settlement Class Members.

3. The Settlement Fund will be used to help fund private well improvements, connection to public water systems (should Settlement Class Members prefer connection to public water systems to private well improvements), payment of water bills for those who choose to be connected to public water systems and now have to pay for water when they previously did not, and to fund medical monitoring protocols. The precise allocation of funds for these projects shall be determined by Class Counsel and approved by the Court at a later date, pending the resolution of claims against other Defendants in the Action, whether through settlement or judgement. The effectiveness of this Agreement shall not be conditioned on the allocation of the Settlement Fund, and any decision by Class Counsel, the Court, or an appellate court concerning the allocation of the Settlement Fund

shall not affect the validity or finality of this Agreement. Madison Ranches shall have no responsibility or liability for the allocation or distribution of the Settlement Fund.

4. Future settlements that Class Counsel may reach with other defendants in the Action or other third-parties may be added to the Settlement Fund.

5. In the event any Settlement Funds remain after five (5) years of the Effective Date, such remaining funds shall be spent for the benefit of the Settlement Class, or distributed to a clean water project identified by Class Counsel and approved by the Court.

6. No funds shall be paid out of the Settlement Fund before the Effective Date, except that the Notice Costs may be paid out of the Settlement Fund, as they come due and owing and as approved by the Court.

B. **Settlement Fund Administration.** Class Counsel will retain Epiq, pending approval by the Court, to assist in arranging notice to the Settlement Class, the administration of the Settlement Fund, and with the distribution of the Settlement Fund under the terms of the Settlement. The Settlement Administrator shall perform its duties in good faith and with ordinary commercial care consistent with the Settlement Administrator's fiduciary obligations to the Settlement Fund. The Settlement Administrator's duties shall include those expressly described in this Agreement, in any applicable Court orders, and, to the extent not inconsistent with the foregoing, in any other agreements entered into by the Settlement Administrator to render services in connection with this Settlement.

1. The Settlement Administrator will exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any commercially reasonable steps to prevent fraud and abuse in the administration and distribution of the Settlement Fund.

2. As part of an agreement to render services in connection with this Settlement, the Settlement Administrator shall also consent to the jurisdiction of the Court related to administration of the Settlement Fund and to implementation of this Agreement.

3. The Settlement Administrator shall act solely in its capacity as administrator and fiduciary of the Settlement Fund and not as a fiduciary or agent of Madison Ranches, the Settlement Class, or Class Counsel, except as expressly set forth herein.

4. Madison Ranches shall have no responsibility or liability concerning any actions or omissions by the Settlement Administrator.

5. The Settlement Administrator may resign by providing written notice to Class Counsel, counsel for Madison Ranches, and the Court ninety (90) days before the resignation takes effect. If the Settlement Administrator resigns or is determined by the Court not to be able to perform its duties and responsibilities under the Agreement, a replacement will be selected by Class Counsel, who must be approved by Madison Ranches and the Court. If the Parties cannot mutually agree upon a replacement Settlement Administrator within ninety (90) days of the notice of resignation or determination by the Court that the acting Settlement Administrator can no longer perform its duties and responsibilities under the Agreement, the Court may appoint a new Settlement Administrator without prior approval by Class Counsel or Madison Ranches.

C. **Qualified Settlement Fund; Relation Back.** The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible.

D. **Administrative Costs.** "Administrative Costs," including but not limited to the cost of the Settlement Fund Account, the costs and fees charged by the Settlement Administrator, the cost of Notice, the costs and fees of any other court-approved administrators, trustees, or allocators, and any taxes owing by the Settlement Fund, will be paid out of the Settlement Fund.

1. The Settlement Administrator, an "administrator" within the meaning of Treasury Regulation § 1.468B-2, shall be responsible for filing tax returns and any other governmental

reporting for or in connection with the Settlement Fund and paying from the Settlement Fund any taxes owed in connection with the Settlement Fund, but shall have no obligation to advance its own funds for such payments.

2. The Settlement Administrator shall indemnify and hold harmless the Parties and their counsel for all taxes in connection with income earned by the Settlement Fund (including, without limitation, taxes payable by reason of any such indemnification) whether or not the Settlement Fund qualifies as a "qualified settlement fund." Such indemnification shall be limited to the Settlement Fund and shall not require the Settlement Administrator to use its own assets.

E. **Accounting.** The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

F. **Limitation on Madison Ranches Responsibility.** Other than the payment of the Settlement Amount as described in paragraph VII.A of this Agreement, Madison Ranches shall have no responsibility, financial obligation, or liability whatsoever with respect to the Settlement Fund, investment of the Settlement Fund, payment of federal, state, and local income, employment, unemployment, excise and any other taxes, penalties, interest or other charges related to taxes imposed on the Settlement Fund or its disbursement, payment of administrative, legal, accounting, or other cost occasioned by the use or administration of the Settlement Fund. In other words, Madison Ranches shall have no responsibility for or liability for the Administrative Costs of the Settlement Fund, including, without limitation, taxes owed by the Settlement Fund, and will not provide any further funding to the Settlement Fund.

G. **Effect of Denial, Reversal, or Termination on Funds.** In the event that the Court denies entry of the Preliminary Approval Order or Final Approval Order, should any Preliminary Approval Order or Final Approval Order be modified or reversed on appeal, should the Effective Date not occur, or

should the Agreement be otherwise rescinded, terminated, or canceled, or fail to become effective for any reason, the Settlement Administrator shall cause all remaining funds in the Settlement Fund to be returned to Madison Ranches (in a manner prescribed by Madison Ranches) within seven (7) days.

H. **Tax Liability for Payments from Settlement Fund.** Madison Ranches and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Settlement Class Members are not relying on any statement, representation, or calculation by Madison Ranches, by Class Counsel, or by the Settlement Administrator in this regard. Plaintiffs, Settlement Class Members, and any other recipients of payments from the Settlement Fund are responsible for paying any taxes due on payments made to them.

VIII. **SERVICE AWARDS; ATTORNEYS' FEES, COSTS, AND EXPENSES**

A. **Service Awards.** Class Counsel shall request payment of a Service Award from the Settlement Fund for the Class Representatives in the amount not to exceed \$5,000 each. If approved by the Court, the Service Awards shall be paid by the Settlement Administrator out of the Settlement Fund within fifty (50) days of the Effective Date unless a Service Award is appealed in which case the Service Award will be paid out of the Settlement Fund within fifty (50) days after the final resolution of related appeals and any subsequent approvals by the Court, including through the expiration of all time to appeal any subsequent approval by the Court, provided that payment of any Service Awards will occur no earlier than the Effective Date and that if the Effective Date does not occur then no Service Awards will be paid to Class Representatives. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to benefits from the Settlement Fund. Any Service Award will be paid solely from the Settlement Fund and Madison Ranches shall not be responsible for such award.

B. **Attorneys' Fees.** Class Counsel may apply to the Court for an award of Attorneys' Fees and reimbursement of Costs and Expenses (the "Fee Award") from the Settlement Fund. The Fee Award approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire

transfer to an account designated by Class Counsel within fifty (50) days of the Effective Date unless the Fee Award is appealed in which case the Fee Award will be paid out of the Settlement Fund within fifty (50) days after the final resolution of related appeals and any subsequent approvals by the Court, including through the expiration of all time to appeal any subsequent approval by the Court, provided that payment of any Fee Award will occur no earlier than the Effective Date and that if the Effective Date does not occur then no Fee Award will be paid to Class Counsel. Any Fee Award will be paid solely from the Settlement Fund and Madison Ranches shall not be responsible for such award. Madison Ranches reserves the right to respond or object to Class Counsel's application for a Fee Award.

C. **Effect of Denial of Service Awards or Fee Award.** The decision by any court, including any appellate court, not to approve the Service Awards or any requested Fee Award in whole or in part, including the modification or reversal on appeal of any Service Awards or Fee Award, shall have no effect on this Settlement and shall not provide any termination rights under this Agreement. The Service Awards and Fee Awards provisions were not negotiated until after all material terms of the Settlement.

IX. SETTLEMENT CLASS NOTICE AND DEADLINES

A. **Notice to the Settlement Class.** As soon as practicable after entry of the Preliminary Approval Order, the Settlement Administrator will provide Notice to the Settlement Class in accordance with the Notice Plan that is based on the previously approved notice in the settlement of the *ADS* Litigation, attached as **Exhibit G**.

B. **Notice Costs.** The costs of administering Notice of the Settlement to the Settlement Class shall be paid out of the Settlement Fund.

C. **Payment of Notice Costs.** Within thirty (30) days of execution of this Agreement, Madison Ranches will pay \$125,000.00 of the Settlement Amount directly to the Settlement

Administrator to be used solely for the limited purpose of implementing the Notice Plan ("Notice Payment"). Approved uses of the Notice Payment are:

1. Costs and expenses of providing Notice to the Settlement Class in accordance with the Notice Plan; and
2. The charges and expenses of the Settlement Administrator in implementing the Notice Plan.

D. **Notice Plan Accounting.** The Settlement Administrator will provide the Parties with a complete and accurate accounting of all receipts, expenses, and payments made pursuant to the Notice Plan. The accounting shall be made available within five (5) business days of a request by Plaintiffs or Madison Ranches.

E. **Coordination of Notice Costs with Other Defendants.** Provided however, in the event there are multiple separate settlements in the Action involving other parties and that coordination of Notice for such other settlements is reasonably feasible and will not unduly delay notice of this Agreement, this Settlement Fund shall only contribute a proportional share of the common Notice expenses on a pro rata basis with the other settling defendants or settlement funds (e.g., settlement website hosting fees). Settlement Administrator will work in good faith to implement a process for documenting, invoicing, and paying common Notice expenses as described in this paragraph.

F. **Proposed Form and Contents of Notice.** Plaintiffs shall submit the mutually agreed-upon Notice Plan attached as **Exhibit C**, including the proposed notice form contained therein, with the Joint Motion for Preliminary Approval. The Joint Motion for Preliminary Approval shall request that the Court find the proposed form and method for dissemination of notice constitutes valid, due, and sufficient notice to the Settlement Class and complies fully with the Federal Rules of Civil Procedure.

G. **Request for Exclusion/Opt-Out.** Any Person in the Settlement Class wishing to opt out from the Agreement, other than Class Representatives, must sign and postmark or submit electronically a written Request for Exclusion to the Settlement Administrator within the Response Deadline.

1. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. In the case of Requests for Exclusion that are submitted electronically, the electronic time stamp (i.e., date and time received) on the electronic mail, as received by the Settlement Administrator, shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

2. A Request for Exclusion whose timeliness cannot be ascertained shall be considered untimely.

3. Any Person in the Settlement Class who fails to submit a timely Request for Exclusion shall be considered a Settlement Class Member and shall be deemed to have waived all rights to opt out of this Agreement and shall be foreclosed from pursuing Released Claims against Madison Ranches in the Action or any other proceeding.

4. The Class Representatives agree that they shall not make a Request for Exclusion.

5. The Settlement Administrator shall have sole authority to determine the timeliness and validity of the Requests for Exclusion.

H. **Objections by Settlement Class.** To object to this Agreement or to any applications for the Fee Award or Service Awards, Persons in the Settlement Class shall file with the Court by the Objections Deadline an objection to entry of the Final Approval Order of the Agreement within ninety (90) days from the mailing of the Notice (or such other date as may be set by the Court in the Preliminary Approval Order).

1. Any such objection by a Person in the Settlement Class must be in writing and must:

- a. Contain the objector's full name and address;
- b. Contain the name and address of the objector's counsel, if any;
- c. Identify any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other Person;
- d. Contain a statement of each objection to this Agreement being made;
- e. Provide a detailed description of the facts and supporting documentation underlying each objection;
- f. Specifically cite to the legal authorities underlying each objection, if any;
- g. State whether the objector or their counsel intends to appear at the Fairness Hearing and, if so, provide a list of witnesses who may be called to testify at the Fairness Hearing, either live or by deposition or affidavit, if any, and a list of exhibits, along with copies of the exhibits, that the objector may offer during the Fairness Hearing, if any;
- h. State the number of times the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection and the caption of each case in which the objector has made such objection; and
- i. Contain the objector's signature (signature by an attorney is not sufficient).

2. All objections and accompanying documents must be filed with the Court by the Objections Deadline. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g.,

Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

3. Upon request to the Court and at the Court's discretion, any Person in the Settlement Class who timely notifies the Court and the Parties of an objection to the approval of this Agreement as required above may appear at the Fairness Hearing to attempt to show cause why all terms of the proposed Settlement should not be approved as fair, reasonable, and adequate.

I. **Reports Regarding Requests for Exclusion.** The Settlement Administrator shall provide the Parties' counsel with a weekly report regarding the number of Persons in the Settlement Class who have submitted timely and valid Requests for Exclusion. Within seven (7) days of the Response Deadline, the Settlement Administrator shall provide the Parties' counsel and file with the Court a final report regarding Requests for Exclusion received.

J. **Option to Terminate if Threshold Not Met.** Within twenty-one (21) days of receiving the final report regarding Requests for Exclusion from the Settlement Administrator, Madison Ranches at its sole discretion may rescind, terminate, or cancel this Agreement by providing notice of termination to Class Counsel if the number of Persons in the Settlement Class who have submitted timely and valid Requests for Exclusion (and who have not withdrawn such Requests for Exclusion prior to the Response Deadline) exceed the Requests for Exclusion Threshold contained in the confidential Supplemental Agreement on Requests for Exclusion. The Parties agree that the effect of termination under this paragraph shall be governed by paragraph XII.A. The Parties will make every effort to keep the Requests for Exclusion Threshold confidential, including by seeking Court approval to file the Supplemental Agreement on Requests for Exclusion under seal.

X. FINAL SETTLEMENT APPROVAL

A. **Motion for Final Approval.** Plaintiffs and Madison Ranches will jointly move the Court for final approval of the Agreement and entry of the Final Approval Order ("Joint Motion for Final

Approval"). Class Counsel will provide Madison Ranches with a complete draft of the Joint Motion for Final Approval, including related documents, at least ten (10) days before the Joint Motion for Final Approval is intended to be filed with the Court. The Joint Motion for Final Approval shall be filed with the Court in compliance with the timing requirements set forth in the Preliminary Approval Order.

B. Contents of Motion for Final Approval. The Joint Motion for Final Approval shall request that the Court enter the Final Approval Order substantially in the form of **Exhibit A** which shall, among other things:

1. Find that the Agreement was made in good faith;
2. Determine that the Agreement is fair, reasonable, and adequate;
3. Finally certify the Settlement Class for settlement purposes only;
4. Find that Notice is adequate and satisfies due process;
5. Direct entry of final judgment of dismissal with prejudice as against all Settlement Class Members and in favor of Madison Ranches in the Action;
6. Discharge Madison Ranches and other Released Parties from any liability to the fullest extent permitted by law, which shall include, at minimum, discharge of liability for Released Claims;
7. Permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise), directly or indirectly, whether on behalf of themselves or others in, any lawsuit or other action in any jurisdiction against the Released Parties based in any way on Released Claims, including during any appeal from the Final Approval Order;
8. Enter the Bar Order and approve the Limited Release of the Port and Lamb Weston;
9. Expressly determine and find no just reason for delay of entry of the final judgment.

C. Continuing Jurisdiction. Upon entry of the Final Approval Order, the Court shall retain jurisdiction over this Agreement and all Parties and Settlement Class Members for purposes of (i)

interpreting, effectuating, implementing, or enforcing the terms of this Agreement, (ii) related administrative matters, and (iii) such other matters as may be appropriate under Court rules or as set forth in this Agreement.

D. **Material Differences in Final Approval Order.** If the Court enters a Final Approval Order that is materially different than the Final Approval Order in **Exhibit A**, either Party, at its discretion, may elect to terminate the Agreement by providing notice to the other Party within twenty-one (21) days of such event. The Parties agree that the effect of termination under this paragraph shall be governed by paragraph XII.A.

XI. **RELEASE; BAR ORDER; PROTECTIONS AGAINST INDEMNITY CLAIMS; LIMITED RELEASE**

A. **Released Claims.** Upon the Effective Date of the Agreement, Plaintiffs and any and all Settlement Class Members agree to a waiver and release of claims in Madison Ranches' favor to the broadest extent permitted by law ("Released Claims").

1. At minimum, Plaintiffs and Settlement Class Members expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever release, relinquish, waive, compromise, settle, and discharge the Released Parties from all claims asserted or which could have been asserted against Madison Ranches in this action that arise out of any of the same factual predicates as the claims alleged in the operative complaint. This release and discharge will include all past, present, and known or unknown future claims and causes of action, including any form of relief or liability, known or unknown, that is or could have been asserted in the Action (including the RCRA Notices of Intent to Sue sent to Madison Ranches) or that arises out of or is related to, either directly or indirectly, in whole or in part, any condition that existed at any of Madison Ranches' Operations on or before the Effective Date, including any groundwater, surface water, or drinking water contamination and any release, discharge, agricultural related activity, operation, or thing undertaken, done, or omitted to be done in connection with any of Madison Ranches' Operations or business activities in or around

the LUBGWMA that occurred on or before the Effective Date, including reuse water application, fertilizer application, biosolids applications, and irrigation, that is alleged to have contributed to groundwater, surface water, or drinking water contamination.

2. The Plaintiffs and Settlement Class Members expressly agree that, as of the Effective Date, they shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims against the Released Parties with respect to the Released Claims. Each Plaintiff and Settlement Class Member agrees that they shall be bound by this Agreement, including by the release herein and that all of their claims as described herein shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if they never receive actual notice of the Settlement and/or never receive a payment from the Settlement Fund.

3. The Released Claims described above include, without limitation, all claims, causes of action, and remedies of any kind, nature and description arising under any state, federal or local statute, law, rule, regulation, and/or common law for compensatory damages; consequential damages; incidental damages; statutory damages; punitive, special, multiple, treble, or exemplary damages; nominal damages; restitution; indemnity; contribution; penalties; injunctive relief; medical monitoring (including but not limited to any and all medical monitoring under Oregon law or RCRA); declaratory relief; remediation and mitigation costs of any kind, including response costs; relief under RCRA; annoyance; real property damage; diminution in property value; loss of personal property; damage to personal property; loss of use/enjoyment of real or personal property; and attorneys' fees, court costs, or litigation expenses.

4. For the avoidance of doubt, Released Claims do not include any individual claims to enforce the terms of this Agreement and do not include any personal injury claims arising from alleged conduct by Madison Ranches.

5. For the avoidance of doubt, Released Claims include any claims for cellular damage to the extent they form the basis of Plaintiffs' claims for medical monitoring.

6. Plaintiffs, Class Representatives, and Class Counsel represent and warrant that neither the claims nor the relief they are seeking in the Action are personal injury claims arising from nitrogen or nitrates in the groundwater.

7. Upon entry of the Final Approval Order, Plaintiffs and Settlement Class Members shall be enjoined, and agree and covenant to refrain, from filing, initiating, asserting, prosecuting, intervening in, or participating in (as class members or otherwise), directly or indirectly, whether on behalf of themselves or others, any lawsuit or other action involving any and all Released Claims in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Agreement may be pleaded as a complete defense to any proceedings based on the Released Claims or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order.

B. Contribution Protection; Bar Order Against Contribution Claims.

1. Plaintiffs and Settlement Class Members agree not only to release the Released Parties from the Released Claims, but also to discharge the Released Parties from, and extinguish all liability of, the Released Parties for contribution or indemnity to any other Person, under any conceivable theory. It is the intention of the Parties that there be no right of contribution or indemnification by non-settling parties, firms, persons, or any entities against the Released Parties under a verdict or judgment or otherwise.

2. Accordingly, Plaintiffs and Settlement Class Members agree with respect to the Action and to the Released Claims:

- a. That in good faith they give the Released Parties a covenant not to sue under Or. Rev. Stat. § 31.815;
- b. That they will reduce the amount of any verdict or judgment against any other Person by the pro rata share of liability allocated to the Released Parties in such verdict or judgment; and
- c. That they will give notice of all of the terms of the covenant not to sue to all Persons against whom Plaintiffs and Settlement Class Members make claims as required by Or. Rev. Stat. § 31.815.

3. The Joint Motion for Final Approval shall request that the Court include in the Final Approval Order an order (“Bar Order”) that will completely bar and enjoin all other Persons, including without limitation any non-settling defendants in the Action, from asserting any contribution or indemnity claims against the Released Parties and which provides as follows:

- a. All other Persons, including without limitation all non-settling defendants who are, have been, could be, or could have been alleged to be joint tortfeasors, cotortfeasors, co-conspirators, or co-obligors with Madison Ranches or any other Released Parties with respect to the Action or with respect to any of the Released Claims, are hereby, to the maximum extent permitted by law, barred and permanently enjoined from making, instituting, commencing, prosecuting, participating in, or continuing any claim, claim-over, cross-claim, action, or proceeding, however denominated, regardless of the allegations, facts, law, theories, or principles on which they are based, in this Court or in any other court or tribunal, against Madison Ranches, the other Released Parties, or any

of them with respect to the Released Claims, including without limitation equitable, partial, comparative, or complete contribution, set-off, indemnity, assessment, or otherwise, whether by contract, common law or statute, arising out of or relating in any way to the Released Claims.

- b. Madison Ranches and the other Released Parties are hereby discharged from any and all such liability, and such liability is fully extinguished, in light of Madison Ranches' good faith settlement with Plaintiffs and the Settlement Class Members.
- c. Upon entry of the Final Approval Order, including the Bar Order, all such claims are hereby fully and finally discharged, extinguished, released, barred, satisfied, and made unenforceable to the maximum extent permitted by law, and no such claim may be commenced, maintained, or prosecuted against Madison Ranches or any other Released Party.
- d. Any judgment or award obtained by Plaintiffs or a Settlement Class Member against any such non-settling defendant or third party shall be reduced by the percentage of fault, if any, allocated to Madison Ranches and/or any other Released Parties. Such pro rata judgment reduction is sufficient under applicable law to compensate such non-settling defendants or third parties for the loss of any such barred claims against Madison Ranches and any other Released Parties.
- e. For any RCRA claim or other claim seeking injunctive, declaratory, equitable, remedial, civil-penalty, fee, or cost relief, the Court shall account for the Settlement, the Released Claims, and any relief provided by or on behalf of Madison Ranches and the other Released Parties to avoid double recovery,

duplicative remediation, or inequitable allocation. Non-settling defendants or third parties may seek allocation or apportionment of responsibility to Madison Ranches and/or the other Released Parties for purposes of determining the scope of relief against non-settling defendants or third parties, but may not obtain affirmative recovery from Madison Ranches and/or any other Released Parties.

4. The Parties recognize that a Bar Order is an integral and specifically negotiated condition of this Agreement. If the Court fails to enter a Bar Order in the Final Approval Order as described above, at Madison Ranches' sole discretion Madison Ranches may elect to terminate the Agreement by providing notice to Class Counsel within twenty-one (21) days of such event. The Parties agree that the effect of termination under this paragraph shall be governed by paragraph XII.A.

C. Plaintiffs Shall Obtain Release of Contractual Defense and Indemnity Claim from the Port and Lamb Weston.

1. If at any time after the execution of this Agreement Plaintiffs enter into a settlement agreement with the Port, such settlement agreement with the Port shall contain as a material term a release by the Port of any and all claims the Port may have against Madison Ranches for contractual defense and indemnity related to the Action and arising out of the 2016 Water Delivery and Application Agreement between the Port and Madison Ranches and the 2024 Amended and Restated Water Delivery and Application Agreement between the Port and Madison Ranches.

2. If at any time after the execution of this Agreement Plaintiffs enter into a settlement agreement with Lamb Weston, such settlement agreement with Lamb Weston shall contain as a material term a release by Lamb Weston of any and all claims Lamb Weston may have against Madison Ranches for contractual defense and indemnity related to the Action and arising out of the

2015 Water Delivery and Application Agreement between Conagra Foods Lamb Weston, Inc. and Madison Ranches, Inc.

D. Limited Release of the Port and Lamb Weston by Plaintiffs and Settlement Class

Members

1. Plaintiffs and Settlement Class Members reserve all rights and claims against the Port and Lamb Weston except as specifically and expressly released herein.

2. As to the Port, the Plaintiffs and Settlement Class Members expressly agree that, as of the Effective Date, they shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims against the Port with respect to:

- a. any and all claims actually or allegedly, directly or indirectly, arising out of or relating in any way seeking to hold the Port liable for any breach or violation of any covenant or other obligation or duty of Madison Ranches under the 2024 Amended and Restated Water Delivery and Application Agreement between the Port and Madison Ranches;
- b. any and all claims arising out of or relating in any way seeking to hold the Port liable for the negligence, misconduct, or intentional acts of Madison Ranches and any and all claims arising out of or relating in any way seeking to hold the Port liable for Madison Ranches' actions taken and obligations assumed under the 2016 Water Delivery and Application Agreement between the Port and Madison Ranches; this release expressly excludes any claims or costs caused by the negligence of the Port.

3. As to Lamb Weston, the Plaintiffs and Settlement Class Members expressly agree that, as of the Effective Date, they shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims against Lamb Weston with respect to any and all claims arising out of or relating in any way, directly or indirectly, seeking to hold Lamb Weston liable for the negligence, misconduct and intentional acts of Madison Ranches and any and all claims arising out of or relating in any way seeking to hold Lamb Weston liable for the breach by Madison Ranches in performance of its obligations pursuant to the 2015 Water Delivery and Application Agreement between Conagra Foods Lamb Weston, Inc. and Madison Ranches, Inc.

4. For the avoidance of doubt, the intent of this Limited Release is to release the Port and Lamb Weston from any and all claims and liabilities only to the extent such claims and liabilities seek to impose liability on the Port or Lamb Weston for the alleged conduct of Madison Ranches and to extinguish, through the releases above and the judgment reduction provision below, any contractual liability Madison Ranches has for defense or indemnity obligations under the relevant contracts so that Madison Ranches may achieve finality. It is not the intent of this Limited Release to release the Port or Lamb Weston from any claims and liabilities unrelated to Madison Ranches. Nor is it the intent of this Limited Release to release the Port or Lamb Weston from any claims or liabilities arising in whole or in part out of their own respective acts, omissions, fault, or legal responsibility. This release expressly excludes, and Plaintiffs and Settlement Class Members expressly reserve, any claims arising in whole or in part from the Port's own acts, omissions, fault, or legal responsibility, whether sounding in negligence, gross negligence, recklessness, intentional misconduct, nuisance, trespass, strict liability, or violation of any statute, rule, regulation, or permit; and this release does not extend to any claim seeking to hold the Port liable for its own conduct in delivering process

water to Madison Ranches or in selecting, directing, supervising, monitoring, or failing to monitor deliveries of process water to Madison Ranches, provided that liability for any such claim is not premised on imputing to the Port the fault of Madison Ranches. This release expressly excludes, and Plaintiffs and Settlement Class Members expressly reserve, claims for any loss, liability, damage, claims, demands or action to the extent they result from the negligence, gross negligence, recklessness, or intentional misconduct of Lamb Weston, or from nuisance, trespass, strict liability, or violation of any statute, rule, regulation, or permit by Lamb Weston, and this release does not extend to any claim seeking to hold Lamb Weston liable for its own conduct in delivering process water to Madison Ranches or in selecting, directing, supervising, monitoring, or failing to monitor deliveries of process water to Madison Ranches, provided that liability for any such claim is not premised on imputing to Lamb Weston the fault of Madison Ranches. Plaintiffs and the Settlement Class expressly reserve all claims against the Port and Lamb Weston not released, for example and by way of illustration and not limitation, claims are reserved regarding the conduct of the Port or Lamb Weston in:

- a. generating process water;
- b. transporting process water;
- c. storing process water;
- d. receiving process water from third-parties;
- e. delivering process water to any third-parties;
- f. land application of process water by the Port or Lamb Weston;
- g. the land application of process water from the Port or Lamb Weston by any third-party;
- h. selecting, directing, supervising, monitoring, or failing to monitor or oversee any recipient of process water;

- i. determining the volume, rate, timing, nitrogen content, or location of deliveries of process water to any recipient;
- j. compliance or noncompliance with any permit, statute, rule, regulation, or standard applicable to the generation, treatment, storage, transport, delivery, or land application of process water by any applicator of process water; or
- k. joint liability as alleged in the Third Amended Complaint, including conspiring, for the conduct of any third-party other than Madison Ranches. Plaintiffs and Settlement Class Members further reserve all claims seeking to hold the Port or Lamb Weston liable for their own agreements, participation, direction, or concerted action, provided that recovery on any such claim shall be limited to the several share of fault allocated to the Port or Lamb Weston, respectively, and shall not be premised on imputing to the Port or Lamb Weston the fault of Madison Ranches.

5. Each Plaintiff and Settlement Class Member shall be bound by this Limited Release of Claims against the Port and Lamb Weston and all claims subject to this Limited Release as described herein shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if they never receive actual notice of the Settlement and/or never receive a payment from the Settlement Fund.

6. The Limited Release of Claims described above includes, without limitation, all claims, causes of action, and remedies of any kind, nature and description arising under any state, federal or local statute, law, rule, regulation, and/or common law for compensatory damages; consequential damages; incidental damages; statutory damages; punitive, special, multiple, treble, or exemplary damages; nominal damages; restitution; indemnity; contribution; penalties; injunctive

relief; medical monitoring (including but not limited to any and all medical monitoring under Oregon law or RCRA); declaratory relief; remediation and mitigation costs of any kind, including response costs; relief under RCRA; annoyance; real property damage; diminution in property value; loss of personal property; damage to personal property; loss of use/enjoyment of real or personal property; and attorneys' fees, court costs, or litigation expenses. The foregoing enumeration applies solely to the claims specifically and expressly released above and shall not be construed to expand the scope of this Limited Release.

7. The Limited Release of Claims described above shall not act as a bar to claims by Madison Ranches against the Port or Lamb Weston

8. Except as specifically and expressly released in this Limited Release, Plaintiffs and Settlement Class Members do not release, and expressly reserve, any and all claims, rights, and remedies against the Port and Lamb Weston, including without limitation all claims arising in whole or in part out of the Port's or Lamb Weston's own acts, omissions, fault, or legal responsibility. Consistent with ORS 31.815, this Limited Release does not discharge the Port or Lamb Weston from any liability except to the extent its terms expressly so provide. Nothing in this Limited Release shall reduce or offset the several liability of the Port or Lamb Weston for their own percentage shares of fault as determined under ORS 31.600 to 31.610 or RCRA, except as required by ORS 31.815(1)(a) and by the judgment reduction provision below.

9. If and to the extent a court of competent jurisdiction finally determines that the Port or Lamb Weston holds an enforceable contractual right of defense or indemnity against Madison Ranches with respect to any portion of any judgment obtained by Plaintiffs or the Settlement Class against the Port or Lamb Weston, such judgment shall be reduced by the amount of that portion, in lieu of any release of the underlying claims, so that neither the Port nor Lamb Weston shall retain any claim over against Madison Ranches arising out of or related to this case. This judgment

reduction, together with the claim reduction provided by ORS 31.815(1)(a), shall fully compensate and satisfy any such contractual right of defense or indemnity and shall be in lieu of, and not in addition to, any recovery from Madison Ranches. Any such contractual right must be asserted in this action and finally determined by the Court. The judgment reduction shall not apply to, and no judgment or recovery obtained by Plaintiffs or the Settlement Class shall be reduced by, defense costs, attorneys' fees, or any other amounts that do not constitute a portion of the judgment itself.

10. The Port and Lamb Weston are intended beneficiaries only of the express terms of this Limited Release and of the bar order, and of no other provision of the settlement. This Limited Release shall be construed narrowly in favor of the reservation of claims set forth herein, shall not be construed to release any claim not specifically and expressly identified herein, and shall not be offered or admissible in any proceeding except to enforce its express terms. Nothing in this Limited Release limits the evidence Plaintiffs or the Settlement Class Members may offer to establish the liability of the Port or Lamb Weston on claims not released, including evidence concerning the conduct of Madison Ranches.

11. If the Effective Date has not occurred prior to the commencement of a trial on the merits against the Port and/or Lamb Weston, Plaintiffs shall take sufficient steps to ensure that Madison, the Port, and Lamb Weston will receive the intended benefits of this Limited Release upon the Effective Date. Such steps include but are not limited to (i) requesting for the issuance of special interrogatories to the jury to identify the amount of damages or percentage of fault allocated to the Port and/or Lamb Weston arising from the claims to be released by this Limited Release and (ii) delaying or staying execution on any judgment or portion of any judgment against the Port and/or Lamb Weston arising from the claims to be released by this Limited Release so that upon the Effective Date the damages associated with such claims will be released. If the Effective Date has not been achieved prior to the commencement of a trial on the merits against the Port and/or Lamb

Weston and if Madison, in its sole discretion, determines that Plaintiffs have not taken steps to sufficiently ensure that Madison, the Port, and Lamb Weston will receive the intended benefits of this Limited Release or that the Court has not adopted, approved, or ordered such steps to take effect, Madison may terminate the Agreement, and such termination will be pursuant to Paragraph XII.A.

XII. TERMINATION

A. The Parties further agree that in the event the Agreement is not approved in its entirety by the Court, the Effective Date does not occur, or the Agreement does not become final, is rescinded, is canceled, is terminated, or otherwise fails to become effective for any reason, including, without limitation, termination pursuant to Section XI (Release; Bar Order), Section X (Final Settlement Approval), Section XIV (Media; Non-Disparagement), Section XV (Confidentiality), Section IX (Settlement Class Notice and Deadlines), or this Section XII, this Agreement shall be canceled and terminated and shall be null and void; all terms and conditions will be treated as if they never existed and shall not be admissible in any court proceeding for any purpose other than to effectuate any post-termination provisions herein.

1. In such event, the Parties expressly reserve all of their rights.
2. In such event, any Preliminary Approval Order or Final Approval Order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc, and the Parties also shall be returned to the status quo ante with respect to the Action as if this Agreement had never been entered into, except for surviving provisions set forth in the Agreement, including, as applicable, provisions in Section III (Settlement Class Certification), Section VII (Settlement Fund and Administration), Section XIII (No Admission of Fault or Liability), Section XIV (Media; Non-Disparagement), Section XV (Confidentiality), Section XVI (General Terms and Conditions), and the confidential Supplemental Agreement on Requests for Exclusion (**Exhibit F**).

3. In such event, this Agreement will not be enforceable in any proceeding, except to the extent that specific provisions in this Agreement are intended to survive.

B. Notwithstanding paragraph XII.A, if the Court or any appellate court modifies, or expressly conditions the entry of the Preliminary Approval Order or Final Approval Order on modifications to the Agreement, the Parties agree to confer in good faith to attempt to develop a settlement that can be approved by the Court, but reserve the right at their sole discretion to terminate this Agreement. The Parties shall not be obligated by this Agreement to accept any settlement modifications identified, proposed, or sought by the Court or any appellate court as a condition of approval. The Parties agree that the effect of termination under this paragraph shall be governed by paragraph XII.A.

XIII. NO ADMISSIONS OF FAULT OR LIABILITY

A. **Denial of Liability.** Madison Ranches denies all liability in connection with Plaintiffs' allegations. Madison Ranches expressly reserves, and does not waive, each and every factual and legal claim or defense that Madison Ranches may have that is in any way related to the Action or to any other action.

B. **Settlement Purposes Only.** This Agreement is conditioned upon entry of the Final Approval Order and is made for settlement purposes only.

C. **No Admission of Fault or Liability.** This Agreement, whether or not it becomes effective or approved, and any and all negotiations, documents, and/or discussion associated with it, shall not be deemed or construed in any fashion whatsoever to be an admission or evidence of any violation of any statute or law, or of any liability or wrongdoing by Madison Ranches or any other Released Party, or of the truth or the validity of any claims, facts, defenses, or allegations that have been or might in the future be asserted in any litigation by Plaintiffs, Settlement Class Members, or any other party.

D. Madison Ranches denies all allegations made against it, and is entering into this Settlement without acknowledging fault or liability, solely for the purpose of avoiding the burden and expense of litigation. Madison Ranches further denies and disclaims any and all wrongdoing or liability whatsoever, including, without limitation, any and all allegations that Madison Ranches has contributed to any contamination in or around the LUBGWMA. Madison Ranches further denies that Plaintiffs and/or the Settlement Class are entitled to any relief, including the right to recover any damages or funds, from Madison Ranches. Apart from the Settlement Class as described in this Agreement and which is proposed only for the express purpose of resolving the Action, Madison Ranches also denies that the Action satisfies the requirements to be tried as a class action under Rule 23 of the Federal Rules of Civil Procedure and denies that any putative class should be certified for purposes of the Action or any other class action.

XIV. MEDIA; NON-DISPARAGEMENT

A. **Public Statements; Coordination and Approval.** Except for authorized corporate disclosures by Madison Ranches or any other Released Party, the Parties agree that the content and timing of publication of any prepared statement, press release, or other formal Public Statement that specifically discusses or characterizes the Settlement (each, a "Public Statement") shall be jointly developed and mutually agreed upon in advance. For the avoidance of doubt, the Parties remain free to respond to inquiries or comment on matters of public record regarding the Action, provided that such statements comply with the non-disparagement and no-fault provisions below and that such statements adhere to the information contained in the Public Statement.

B. **Characterization of Madison Ranches' Role; Prohibition on Fault Statements; Non-Disparagement.** The Parties acknowledge that Madison Ranches expressly denies any responsibility for causing or contributing to the groundwater conditions at issue in the Action. Accordingly:

1. Plaintiffs, Plaintiffs' representatives, and Class Counsel shall not make any false, misleading, pejorative, or disparaging statement about Madison Ranches or any other Released Party in connection with the groundwater issues in the region, the allegations in the Action, the Settlement, or Madison Ranches' conduct relating thereto. For purposes of this Agreement, "disparaging" means knowingly false, misleading, or inflammatory or pejorative characterizations.

C. **Other Court Filings.** To the extent not already provided by this Agreement or unless inconsistent with the terms of this Agreement, the Parties shall work in good faith to prepare as joint, mutually acceptable submissions all filings with the Court relating to the Parties' efforts to obtain Court approval of this Settlement. Class Counsel shall provide complete drafts of any filings relating to the Parties' efforts to obtain Court approval of this Settlement to counsel for Madison Ranches at least ten (10) days before the corresponding intended or required filing date. For the avoidance of doubt, filings by the Plaintiffs and Class Counsel related to Service Awards, Fee Awards, and allocation of the Settlement Fund are not intended to be joint submissions.

D. **Media Breach.** If Madison Ranches determines that any Plaintiff, Plaintiffs' representative, or Class Counsel has violated any provision in this Section, Madison Ranches shall provide written notice to Class Counsel describing the breach and, to the extent reasonably available, attaching or identifying the relevant statement(s), disclosure(s), or communications. Within three (3) business days after receipt of such notice, the Parties shall confer in good faith regarding options for mitigating the breach, and Class Counsel shall promptly implement commercially reasonable mitigation measures agreed upon or reasonably requested by Madison Ranches. Mitigation measures may include, without limitation: (i) retracting, correcting, clarifying, or removing non-compliant statements; (ii) issuing written instructions to all Persons subject to the provisions in this Section to refrain from further non-compliant communications; and/or (iii) providing Madison Ranches and counsel for Madison Ranches with written confirmation of steps taken to mitigate the breach. Class Counsel shall take

reasonable steps to prevent any further breach or similar non-compliant communications. The mitigation process described herein shall be in addition to, and not in lieu of, any other rights or remedies available to Madison Ranches under this Agreement or at law or in equity.

E. **Option to Terminate.** Notwithstanding any actions taken to cure the breach, and without waiving any other rights or remedies, Madison Ranches may, at its sole discretion, elect to terminate the settlement by providing notice to Class Counsel within twenty-one (21) days of written notice of the relevant breach by Madison Ranches. The Parties agree that the effect of termination under this paragraph shall be governed by paragraph XII.A.

F. **Continuing Obligation.** The obligations in this section shall survive execution of the Agreement and remain in effect unless and until modified by the Parties' mutual written consent.

XV. **CONFIDENTIALITY**

A. Except as provided below, this Agreement, including the fact of settlement between the Parties, shall remain confidential until filing of the Joint Motion for Preliminary Approval. Any Public Statements regarding the Settlement shall be subject to Section XIV.

B. Without prior written consent, the Parties, counsel for the Parties, and the Settlement Administrator shall keep strictly confidential and not disclose to any third party any non-public information received during the negotiation or implementation of the Agreement, including all settlement negotiations related to the Action.

C. The Parties further agree that all drafts, discussions, negotiations, documentation, or other information prepared in relation to this Agreement and the Parties' settlement discussions shall be treated as strictly confidential and may not, absent a court order, be disclosed to any person other than the Parties' counsel, and only for purposes of the Action.

D. By agreement of the Parties, Madison Ranches disclosed the terms of the bar order to the Port for purposes of attempting to obtain a release from the Port of contractual defense and

indemnity provisions; all other terms of the settlement agreement remained confidential and were not disclosed to the Port.

E. By agreement of the Parties, Madison Ranches disclosed drafts of this agreement to Lamb Weston for purposes of attempting to obtain a release from Lamb Weston of contractual defense and indemnity provisions.

F. The confidentiality obligations set forth herein are in addition to and do not limit any other confidentiality obligations that may exist under any other agreement, under any court order, or by law.

G. These confidentiality obligations shall survive in the event that the Agreement does not become effective or final for any reason, including, without limitation, because of the Court's failure to approve the Agreement.

XVI. GENERAL TERMS AND CONDITIONS

A. **Effective Date.** The "Effective Date" shall be the date when all the following have occurred:

1. The Court has entered the Preliminary Approval Order and the Final Approval Order;
2. The Court has finally approved the Settlement as fair, reasonable, and adequate; and
3. The Court has entered final judgment as to all claims against Madison Ranches in the *Port of Morrow* Litigation and the final judgment has been upheld through the resolution of all appeals and writs of certiorari, and through the expiration of all time to appeal and file writs of certiorari.
4. Any appeal that pertains to: (i) the Fee Award, (ii) Service Awards, or (iii) any plan of allocation for the Settlement Fund shall not affect the Effective Date.

B. **Notices.** All notices between or among the Parties provided by this Agreement shall be sent by email as follows:

Plaintiffs or Class Counsel	Madison Ranches or Counsel for Madison Ranches
Steve Berman Hagens Berman Sobol Shapiro LLP 1301 2nd Ave. #2000 Seattle, WA 98101 Email: steve@hbsslaw.com	Kyle V. Miller Butler Snow LLP 1020 Highland Colony Parkway, Suite 1400 Ridgeland, MS 39157 Email: kyle.miller@butlersnow.com -and- Steven F. Cade Sussman Shank LLP 1000 Southwest Broadway, Suite 1400 Portland, OR 97205 Email: scade@sussmanshank.com

C. **Entire Agreement.** This Agreement sets forth the full and complete agreement of the Parties with respect to the Action. This Agreement supersedes and replaces any earlier representations, inducements, promises, settlements, compromises, agreements, or understandings, written (including all previously executed term sheets) or oral, between the Parties.

D. **Modification of Agreement.** This Agreement may not be amended, modified, or revoked except by means of a supplemental writing that is signed by the Party against whom the amendment, modification, or revocation is to be enforced.

E. **Cooperation.** The Parties and their counsel shall, to the extent reasonably necessary, cooperate with each other and use their best efforts to achieve the implementation of this Agreement, including but not limited to administration of the Settlement Fund.

F. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other in an attempt to resolve the dispute. Such consultation shall consist of a single, good faith meet-and-confer conducted within a reasonable time after written notice of the dispute and shall not require multiple conferences, prolonged negotiations, or the exchange of formal discovery. If the dispute is not resolved within fourteen (14) days after such written notice (or such shorter period as may be required by Court order or applicable rules), either Party may proceed with filing an appropriate motion. Nothing in this

provision shall be construed to require any Party to compromise its position or to delay seeking relief where exigent circumstances exist. If the dispute involves or may require disclosure of any confidential information, the Parties agree that they will make every effort to keep such information confidential, including by seeking Court approval to file such confidential information under seal.

G. **Governing Law; Choice of Law.** This Agreement is intended to and shall be governed by the laws of the State of Oregon, without regard to its rules regarding conflict of laws.

H. **Severability.** The invalidity of all or any part of any section of this Agreement after the Effective Date of the Agreement shall not render invalid the remainder of the Agreement to the extent the Agreement represents the intent of the Parties in all material respects if interpreted without the invalid provision(s).

I. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective present, former and future parents, partners, subsidiaries, divisions, affiliates, owners, stockholders, successors, and insurers, and each of their respective officers, directors, employees, agents, and any of their legal representatives, and the Settlement Class.

J. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is to be deemed original. All counterparts may be consolidated into one agreement, binding on all the Parties.

K. **Enforceable Upon Execution.** This Agreement is enforceable by the Parties upon execution by Class Counsel and Madison Ranches, subject to all termination rights contained in this Agreement and except for those provisions that require Court approval to be effective, and those provisions shall become effective upon their approval by the Court.

L. **Assignments.** None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Settlement Class Member without the express written consent of the Parties.

M. **Construction.** The rule of construction that an agreement is to be construed against the drafting Party is not to be applied in interpreting this Agreement. The Parties acknowledge that they have each read this Agreement, that they understand its meaning and intent, and that this Agreement has been executed voluntarily.

N. **No Waiver.** Nothing in this Agreement or in the negotiation or proceedings related hereto is intended to or shall be deemed to constitute a waiver of any applicable privilege, immunity, or protection including, without limitation, attorney-client privilege, joint-defense privilege, or work product immunity. Any failure by any Party to insist upon the strict performance by another Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon strict performance of any and all of the provisions of this Agreement to be performed by such other Party. No waiver, express or implied, by any Party of any breach or default in the performance by the other Party of its obligations under this Agreement shall be deemed or constructed to be a waiver of any other breach, whether prior, subsequent, or contemporaneous, under this Agreement.

O. **Signatures; Authorization.** Each individual signing this Agreement represents and warrants that they have the authority to sign on behalf of the Person(s) for which that individual signs. Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Madison Ranches on behalf of all Plaintiffs, and to enter into and to execute this Agreement on behalf of Plaintiffs and the Settlement Class, subject to Court approval pursuant to Rule 23 of the Federal Rules of Civil Procedure.

P. **Independent Investigation; Decision to Settle.** The Parties understand and acknowledge that they have performed an independent investigation of the allegations of fact and law made in connection with this Action, that they reviewed and analyzed data that they used to make certain determinations, arguments, and settlement positions, and that even if they may hereafter

discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action, that will not affect or in any respect limit the binding nature of this Agreement, except as provided elsewhere in this Agreement.

Q. **Good Faith.** The Parties represent that this Agreement was negotiated and entered into in good faith, after meaningful negotiations, and that this Agreement reflects a fair compromise.

R. **Arm's Length Negotiations.** The Parties confirm that this Agreement was negotiated at arm's length by respective competent counsel, utilizing a formal mediation process with a third-party mediator.

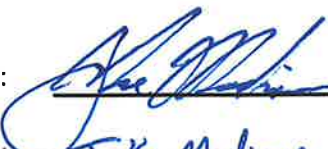
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

FOR PLAINTIFFS/CLASS REPRESENTATIVES, CLASS COUNSEL, AND PROPOSED SETTLEMENT CLASS

By: 

Name: Steve W. Berman
Title: Managing Partner
Date: August 11, 2026

FOR MADISON RANCHES, INC.

By: 

Name: Jake Madison
Title: President
Date: 8-11-2026

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