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UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

UNITED STATES OF AMERICA,

Plaintiff,

v.

MONSANTO COMPANY,

Defendant.

Case No. 19-CR-00162-JMS
Case No. 21-CR-00140-JMS

PLEA AGREEMENT FOR DEFENDANT
MONSANTO COMPANY

1. This constitutes the binding plea agreement between defendant MONSANTO COMPANY ("defendant" or "Monsanto") and the United States Attorney's Office for the Central District of California, acting as Special Attorney in the District of Hawaii ("the USAO"), in the two above-captioned cases. This agreement is limited to the USAO and cannot bind any other federal, state, local,

1 or foreign prosecuting, enforcement, administrative, or regulatory
2 authorities.

3 RULE 11(c)(1)(C) AGREEMENT

4 2. Defendant understands that this agreement is entered into
5 pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C).
6 Accordingly, defendant understands that, if the Court determines
7 that it will not accept this agreement, absent a breach of this
8 agreement by defendant prior to that determination, this agreement
9 will, with the exception of paragraph 21 below, be rendered null and
10 void and both defendant and the USAO will be relieved of their
11 obligations under this agreement. Defendant agrees, however, that
12 if defendant breaches this agreement prior to the Court's
13 determination whether or not to accept this agreement, the breach
14 provisions of this agreement, paragraphs 23 and 24 below, will
15 control, with the result that defendant will not be able to withdraw
16 any guilty pleas entered pursuant to this agreement, the USAO will
17 be relieved of all of its obligations under this agreement, and the
18 Court's failure to follow any recommendation or request regarding
19 sentence set forth in this agreement will not provide a basis for
20 defendant to withdraw defendant's guilty pleas.

21 DEFENDANT'S OBLIGATIONS

22 3. Defendant agrees to:

23 a) At the earliest opportunity requested by the USAO and
24 provided by the Court, appear and plead guilty to counts one and two
25 of the information in United States v. Monsanto Company, No. 19-CR-
26 00162-JMS, which charges defendant with two felony counts of
27 unlawful storage of acute hazardous waste in violation of 42 U.S.C.
28 § 6928(d)(2)(A).

1 b) At the earliest opportunity requested by the USAO and
2 provided by the Court, appear and plead guilty to the 30-count
3 information filed independently in a separate case number, in the
4 form attached to this agreement as Exhibit A or a substantially
5 similar form, charging defendant with knowingly using a pesticide
6 inconsistent with its label in violation of 7 U.S.C.

7 §§ 136j(a)(2)(G), 136l(b)(1)(A).

8 c) Not contest facts agreed to in this agreement.

9 d) Abide by all agreements regarding sentencing
10 contained in this agreement, and affirmatively recommend to the
11 court that it impose sentence in accordance with paragraph 15 of
12 this agreement.

13 e) Appear for all court appearances, obey all conditions
14 of any bond, and obey any other ongoing court order in this matter.

15 f) Not commit any federal felony or misdemeanor offense
16 or state felony offense; however, offenses that would be excluded
17 for sentencing purposes under United States Sentencing Guidelines
18 ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within
19 the scope of this agreement.

20 g) Be truthful at all times with Pretrial Services, the
21 United States Probation Office, and the Court.

22 h) Pay the applicable special assessment, community
23 service payments, and fine no more than 14 days from the sentencing
24 hearing date.

25 i) Because defendant committed the 30 misdemeanor
26 violations identified in paragraph 3(b) above (and explained in more
27 detail in Exhibit C to this agreement) in violation of the 2019
28 deferred prosecution agreement between the parties, defendant agrees

1 that the 2019 deferred prosecution agreement between the parties
2 does not require dismissal of the felony unlawful storage of acute
3 hazardous waste charges identified in paragraph 3(a) above.
4 Instead, as stated above, defendant agrees to plead guilty to those
5 charges.

6 THE USAO'S OBLIGATIONS

7 4. The USAO agrees to:

- 8 a) Not contest facts agreed to in this agreement.
9 b) Abide by all agreements regarding sentencing
10 contained in this agreement, and affirmatively recommend to the
11 court that it impose sentence in accordance with paragraph 15 of
12 this agreement.

13 CORPORATE AUTHORIZATION

14 5. Defendant represents that it is authorized to enter into
15 this agreement. On or before the change of plea hearing pursuant to
16 this agreement, defendant shall provide the USAO and file with the
17 Court a notarized legal document(s) certifying that defendant is
18 authorized to enter into and comply with all of the provisions of
19 this agreement. Such legal document(s) shall designate a company
20 representative who is authorized to take the actions specified in
21 this agreement, and shall also state that all legal formalities for
22 such authorizations have been observed.

23 ORGANIZATIONAL CHANGES AND APPLICABILITY

24 6. This agreement shall bind defendant, its successor
25 entities (if any), parent companies, and any other person or entity
26 that assumes the liabilities contained herein ("successors-in-
27 interest") including, but not limited to, Monsanto Company, Monsanto
28 Technology LLC, Bayer Production Supply LLC, Monsanto Production

1 Supply LLC, and each entities' wholly owned corporate subsidiaries.
2 Defendant, or its successors-in-interest, if applicable, shall
3 provide the USAO and the United States Probation Office for the
4 District of Hawaii with reasonably prompt notice of any name change,
5 business reorganization, sale or purchase of assets, divestiture of
6 assets, or similar action impacting their ability to pay the fine or
7 affecting this agreement. No change in name, change in corporate or
8 individual control, business reorganization, change in ownership,
9 merger, change of legal status, sale or purchase of assets, or
10 similar action shall alter defendant's responsibilities under this
11 agreement. Defendant shall not engage in any action to seek to
12 avoid the obligations and conditions set forth in this agreement.

13 NATURE OF THE OFFENSES

14 7. Charges Filed in 2019 (Pursuant to Deferred Prosecution
15 Agreement): Defendant understands that for defendant to be guilty
16 of the felony crimes charged in counts one and two of the three-
17 count information in United States v. Monsanto Company, 19-CR-00162-
18 JMS, that is, unlawful storage of an acute hazardous waste, in
19 violation of 42 U.S.C. § 6928(d)(2)(A), the following must be true:
20 (1) defendant knowingly stored more than one kilogram of an acute
21 hazardous waste; (2) defendant knew that the material had the
22 substantial potential to be harmful to others or to the environment;
23 and (3) defendant did not have a permit or interim status.

24 8. New Charges: Defendant understands for defendant to be
25 guilty of the 30-count misdemeanor information in the separately
26 charged case, that is knowingly using a pesticide inconsistent with
27 its labeling in violation of 7 U.S.C. §§ 136j(a)(2)(G),
28 136l(b)(1)(A), the following must be true: (1) defendant was a

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