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Contract Attorneys					
Non-attorneys					
Attorneys			26.00	\$7,150.00	
Contract Attorneys			95.90	\$14,385.00	
Non-attorneys			27.00	\$486.00	
Attorneys			9.00	\$2,475.00	
Contract Attorneys			13.30	\$1,995.00	
Non-attorneys			12.00	\$216.00	
Attorneys					
Contract Attorneys					
Non-attorneys					
Attorneys			2.50	\$687.50	Conference Calls with Mikal Watts
Contract Attorneys					
Non-attorneys			17.00	\$81.00	Update Letters to Clients

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF KANSAS**

**IN RE: SYNGENTA AG MIR162  
CORN LITIGATION**

**MDL No. 2591**

**Case No. 14-md-02591-JWL-JPO**

**This Document Relates to All Cases Except:**

*Louis Dreyfus Co. Grains Merchandising  
LLC v. Syngenta AG, No. 16-2788*

*Trans Coastal Supply Co., Inc. v. Syngenta  
AG, No. 14-2637*

*The Delong Co., Inc. v. Syngenta AG, No.  
17-2614*

*Agribase Int'l Inc. v. Syngenta AG, No. 15-  
2279*

**STATE OF MINNESOTA  
COUNTY OF HENNEPIN**

**DISTRICT COURT  
FOURTH JUDICIAL DISTRICT**

**In re: Syngenta Litigation**

**Case Type: Civil Other  
Hon. Laurie J. Miller**

**This Document Relates to: ALL  
ACTIONS**

**FILE NO. 27-CV-15-12625  
and FILE NO. 27-CV-15-3785**

**‘MAGGIO | THOMPSON’S MOTION  
REGARDING ALLOCATION OF ATTORNEYS’ FEES**

‘Maggio | Thompson, LLP, as counsel for many individual Plaintiffs in the Minnesota Consolidated Action, hereby submits this Motion Regarding Allocation of Attorneys’ Fees, requesting a Common Benefit Fees and some award of fees for the contracts that the firm has with each client. This Motion is supported by the accompanying Memorandum of Law, as well as the Declaration and exhibit.

**‘MAGGIO | THOMPSON, PLLC**

**Respectfully submitted, this the 3<sup>rd</sup> day of August, 2018.**

/s/ Mike Saltaformaggio

Mike Saltaformaggio (MSB# 104000)

Seth Thompson (MSB# 103887)

Matt Anthony (MSB# 105520)

‘Maggio | Thompson, LLP

1227 East Fortification Street

Jackson, Mississippi 39202

Ph: 601-300-3333

Fax: 769-257-7770

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that, on this day, I electronically filed the foregoing document together with exhibits with the Clerk of Court using the CM/ECF system, which sent notification of such filing to all counsel of record and I have contemporaneously filed the identical document with exhibits in MN in the consolidated action. A copy has also been sent to the special masters.

Date: August 3, 2018

/s/ Mike Saltaformaggio

<b>UNITED STATES DISTRICT COURT DISTRICT OF KANSAS</b>	
<p>In re: Syngenta AG MIR162 Corn Litigation</p> <p>THIS DOCUMENT RELATES TO ALL CASES EXCEPT:</p> <p><i>Louis Dreyfus Company Grains Merchandising LLC v. Syngenta AG, et al.,</i> No. 16-2788-JWL-JPO</p> <p><i>Trans Coastal Supply Company, Inc. v. Syngenta AG, et al.,</i> No. 2:14-cv-02637-JWL-JPO</p> <p><i>The Delong Co., Inc. v. Syngenta AG, et al.,</i> No. 2-17-cv-02614-JWL-JPO</p> <p><i>Agribase International Inc. v. Syngenta AG, et al.,</i> No. 2:15-cv-02279-JWL- JPO</p>	<p>Civil File No.: 2:14-MD-02591-JWL-JPO</p> <p>MDL No. 2591</p>

**‘MAGGIO | THOMPSON’S MEMORANDUM OF LAW**  
**REGARDING ALLOCATION**  
**OF ATTORNEYS’ FEES**

**INTRODUCTION**

There have been many motions and supporting memorandums filed to support the allocation of attorneys’ fees in this matter. This Motion will attempt to mirror the arguments raised in those motions and will not belabor, or restate, issues already addressed and briefed. ‘Maggio | Thompson, LLP, through Mike Saltaformaggio, was just one of many lawyers and/or firms that filed a civil action in Minnesota State Court in the consolidated Syngenta litigation. As a requirement of that litigation, ‘Maggio | Thompson, LLP was directed to

complete Plaintiff Fact Sheets for each client who filed a civil action in Minnesota, and to obtain extensive documents for each or risk having the claims dismissed. The documents requested included FSA forms for approximately four (4) years, seed purchase and crop sales forms, and crop insurance forms for the same number of years. Most, if not all, of the documents had to be obtained from each client, the appropriate agency, or grain operator. These documents then had to be compiled and organized by year, client, and matter before being provided to the Minnesota counsel for the Kansas class counsel under a joint prosecution agreement. The process was burdensome and labor intensive. The details of the work of the Minnesota lawyers, including the trial team, and the joint prosecution agreement are set forth in the Memorandum of Lou Remele, styled *Bassford Remele, P.A.'s Memorandum of Law Regarding Allocation of Attorney's Fees*, document number 3568. Those details and descriptions are adopted as if fully copied in words and figures herein. In addition to completing the Plaintiff Fact Sheets, Mike Saltaformaggio, of 'Maggio | Thompson, LLP, maintained client contact with his clients and traveled to Kansas, Nebraska and Indiana on many occasions. The time is accurately set forth in the Excel spreadsheet that this Court has directed to be filed in Order 2591.

### **CONCLUSION**

For the foregoing reasons, I respectfully request that this Court award an appropriate fee for the work performed.

Date: August 3, 2018

/s/ Mike Saltaformaggio

Mike Saltaformaggio (MSB# 104000)

Seth Thompson (MSB# 103887)

Matt Anthony (MSB# 105520)

'Maggio | Thompson, LLP

1227 East Fortification Street

Jackson, Mississippi 39202  
Ph: 601-300-3333  
Fax: 769-257-7770



**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF KANSAS**

IN RE: SYNGENTA AG MIR162 ) MDL No. 2591  
CORN LITIGATION )  
 )  
This Document Relates to All Cases Except: )  
 )  
 *Louis Dreyfus Co. Grains* )  
 *Merchandising LLC v. Syngenta AG,* )  
 No. 16-2788 )  
 )  
 *Trans Coastal Supply Co., Inc. v.* )  
 *Syngenta AG, No. 14-2637* )  
 )  
 *The Delong Co., Inc. v. Syngenta AG,* )  
 No. 17-2614 )  
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 *Agribase Int'l Inc. v. Syngenta AG,* )  
 No. 15-2279 )  
 )  
 )

**STATE OF MINNESOTA  
COUNTY OF HENNEPIN**

**DISTRICT COURT  
FOURTH JUDICIAL DISTRICT**

IN RE: SYNGENTA LITIGATION

Case Type: Civil Other  
Hon. Laurie J. Miller

**This Document Relates to:**  
**All Cases**

FILE NO. 27-CV-15-12625  
and FILE NO. 27-CV-15-3785

**DECLARATION OF MIKE SALTAFORMAGGIO FOR 'MAGGIO | THOMPSON, LLP  
JOINING AND IN FURTHER SUPPORT OF  
THE WATTS GUERRA LLP FEE & EXPENSE APPLICATION**

I, Mike Saltaformaggio, declare as follows:

1. I am over the age of twenty-one years old and make this declaration based on my personal knowledge. If called as a witness, I could and would testify competently to the facts contained herein, which are true and correct.

2. I am the managing partner of 'Maggio | Thompson, LLP (hereinafter "the Firm").

I am authorized to submit this declaration on the Firm's behalf.

3. I submit this declaration in support of the Watts Guerra LLP Fee & Expense Application ("the Application"), filed pursuant to Section 7.2.1 of the Agrisure Viptera/Duracade Class Settlement Agreement (the "Settlement Agreement") in *In Re: Syngenta AG MIR 162 Corn Litigation*, a multi-district litigation consolidated in the United States District Court for the District of Kansas before Hon. John W. Lungstrum (MDL-2591), and *In Re: Syngenta Litigation*, a Minnesota Consolidated Proceeding consolidated in the Fourth Judicial District Court, Hennepin County, Minnesota, before Hon. Laurie Miller (formerly Hon. Thomas Sipkins) (File Nos. 27-CV-15-3785 & 27-cv-15-12625).

4. Together with Watts Guerra, the Firm represents approximately 225+/-<sup>1</sup> clients in the Agrisure/Viptera litigation against Syngenta on a contingency basis. In written fee agreements, each of these clients agreed to pay 40% of any recovery in this matter as a contingent fee, covering both legal fees and expenses, and further agreed to a division of those fees between Watts Guerra and the Firm.

5. Watts Guerra has acted as lead counsel in this matter and will file an Application for a Fee & Expense Award based on the clients' gross recoveries under the Settlement Agreement and the private fee contracts with each such client. The Firm supports and joins that Application for contract fees.<sup>2</sup>

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<sup>1</sup> This number could change because the Firm is now submitting claims on behalf of all individuals listed on the applicable FSA, including the husband, wife, and the business entity.

<sup>2</sup> To avoid the Firm's clients being charged a greater fee than those paid by passive class members who did not retain counsel, the Firm agrees that, should the Courts order a 1/3 fee in this case, the fees under the contract between the Firm's individual clients and Watts Guerra and the Firm should be limited to 1/3. Furthermore, the Firm has no objection to paying a proportionate share of its fee as a common benefit assessment as previously agreed in Joint Prosecution Agreements.

6. 'Maggio | Thompson is a Jackson, Mississippi personal injury law firm that handles a wide variety of injury cases, including car wrecks, 18-wheeler accidents, medical malpractice, premises liability, and other negligent claims. This is our first mass tort litigation and/or complex multi-district litigation to be involved in from a hands-on perspective.

7. Because my representation is on a contingency basis, I did not closely track the time spent on this litigation. I estimate that my actual time spent on this matter is 250-300 hours, which is between \$68,750 - \$82,500 at my usual and customary hourly rate. Not included in this estimate is all the time I spent reading, monitoring and keeping up with the national litigation, which was important from an overall strategy. This number also does not account for the hundreds, if not thousands, of emails sent or received as a result of this litigation. The Firm also incurred \$6,619.23 in expenses, which included five (5) trips to Kansas and Nebraska from Mississippi. The firm of Watt & Guerra paid the majority of the expenses throughout the litigation and were a significant or major force in pushing to trial the MN litigation.

8. The individuals in the Firm who worked on this matter are:

- A. Mike Saltaformaggio, Managing Partner;
- B. Annelisa Woodyard, Paralegal, \$18/hour; Annelisa handled the litigation on daily basis, which included phone calls, document review, completing plaintiff fact sheets, and gathering/reviewing documents as provided by the clients. She also had contact with many of the same documents that I handled. My other staff members, including Jennie Jenkins, Ashley Koestler, Celina Lord, and Kelli Alford, also aided in collecting, collating, and organizing the voluminous documents required in the Plaintiff Fact Sheets. They did not keep their hours separately – and they were not

included in my time provided – because we considered this “contingency” work and I paid them through my firm.

9. I kept informed about this case by communicating with other counsel, including Watts Guerra, reading court pleadings and public reports, and participating in status calls, so that I could advise my clients as to the progress of the case—and I did keep them so informed, including by phone calls, emails, and in person meetings. In fact, I personally traveled to Kansas and/or Nebraska on five (5) separate occasions to personally meet with clients, complete plaintiff fact sheets, and update clients. This trip is almost 1,700 miles roundtrip. I also communicated on a regular basis with lawyers that I had associated and/or had associated my firm.

10. Since we held the contracts for our clients, I felt the duty, or obligation, to keep our clients informed in the litigation. To that end, I would routinely make phone calls or send letters updating our clients as the case developed. In fact, I either met with personally and/or spoke with every client that I represent on numerous occasions. I prepared Plaintiff Fact Sheets, obtained FSA-578 documents, seed sale documents, and crop insurance forms. The original Plaintiff Fact Sheets requested all of this information, and it needed to be collected by Plaintiff’s counsel – which was me. I unfortunately was not able to capture all the time it took to obtain these documents, collate them, read through and record the information on the Plaintiff Fact Sheets then go over them with the clients. Had I known that our contingency contracts might not be honored, I would have recorded all my time, the paralegal’s time, and the extra law students I hired to help in this matter. As an attorney that does not bill hours routinely – and that only works with contingency contracts – this was not even a thought at the beginning of this litigation.

11. In addition, we collected most, if not all, of the clients’ supporting documentation; we spoke with and worked with many of the different United States Department of Agriculture

offices; I traveled to Nebraska and Kansas on many occasions to collect documents and update clients on the litigation; and we actually completed the plaintiff facts sheets for our clients.

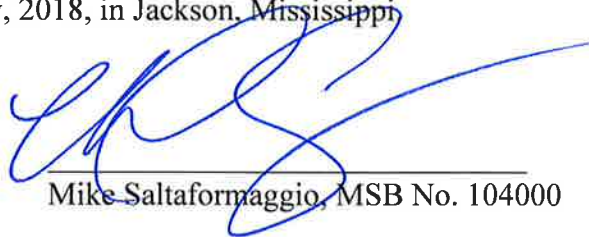
12. The Firm did *not* include in these submissions any time or expenses spent on behalf of any individual clients, who were not bellwether plaintiffs, other than time assisting clients in complying with the Plaintiff Fact Sheet Order, which the Minnesota leadership communicated to the Firm would be considered Common Benefit Work.

13. The time and expense information submitted by the Firm to Minnesota Co-Lead Counsel is attached as Exhibit "A" hereto.

14. The Firm has been advised by Minnesota Co-Lead Counsel that Minnesota Co-Lead Counsel's Fee & Expense Application in this matter will include and seek an award for all approved Common Benefit Work and Common Benefit Expenses. As of today, however, I have not been provided the final word on how much of the Firm's common benefit time and expense has been so approved.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed on this 29<sup>th</sup> day of July, 2018, in Jackson, Mississippi



Mike Saltaformaggio, MSB No. 104000