

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

IN RE SYNGENTA AG MIR162
CORN LITIGATION

THIS DOCUMENT RELATES TO
ALL CASES EXCEPT:

*Louis Dreyfus Company Grains
Merchandising LLC v. Syngenta
AG, et al., No. 16-2788-JWL-JPO*

*Trans Coastal Supply Company, Inc.
v. Syngenta AG, et al., No. 2:14-cv-
02637-JWL-JPO*

*The Delong Co., Inc. v. Syngenta AG
et al., No. 2:17-cv-02614-JWL-JPO*

*Agribase International Inc. v.
Syngenta AG, et al., No. 2:15-cv-
02279-JWL-JPO*

Master File No. 2:14-MD-02591-JWL-
JPO

MDL No. 2591

WAGSTAFF & CARTMELL LLP'S
MOTION FOR ATTORNEYS FEES AND EXPENSES
FOR INDIVIDUAL CLIENT REPRESENTATION

Wagstaff & Cartmell, LLP ("W&C"), which filed and litigated cases on behalf of 704 individual producer plaintiffs in the Minnesota Consolidated Action, *see* Declaration of Eric D. Barton of Wagstaff & Cartmell LLP ("Barton Decl."), in addition to actively contributing as a member of the Plaintiff's Executive Committee (PEC) for the common benefit of all Plaintiffs, moves the Court for an equitable allocation of attorneys' fees and

expenses based on W&C's individual client representation and its fee contracts with such clients. This request is not duplicative of W&C's fees and expenses submitted for Common Benefit reimbursement through Minnesota Co-Lead counsel. This Motion is filed contemporaneously in Hennepin County District Court, *In Re: Syngenta Litigation*, File Nos.: 27-CV-15-3785 and 27-CV-15-12625.

For reasons more fully explained below and in the supporting Declaration of Eric D. Barton and exhibits thereto, W&C requests an allocation of attorneys' fees for individual representation and fee contracts in the amount of \$1,200,000, or such other amount as the Court deems proper, and reimbursement of expenses in the amount of \$14,977.05, consisting of filing fees, service of process fees, and other expenses for individual representations in the Minnesota Consolidated Action. None of the time reported with this Motion, nor any of the expenses submitted for reimbursement with this Motion, are duplicative of time or expenses submitted through Minnesota Co-Lead Counsel for Common Benefit reimbursement.

I. Wagstaff & Cartmell Seeks Fees for Its Individual Contracts With Clients.

Wagstaff & Cartmell refers to and incorporates the arguments made by Minnesota Co-Lead Counsel, both Bassford Remele and Watts Guerra, in support of allocating attorneys' fees to firms that litigated individual actions in the Minnesota Consolidated Action. Wagstaff & Cartmell will cap its fees in this matter at the amounts allocated by the Court so that its clients are not disadvantaged compared to absent class members. But in order to recognize the contribution to the final result made by the filing and active

pursuit of individual actions in Minnesota by Wagstaff & Cartmell and other firms, and to fairly compensate the attorneys who provided valuable services in this litigation on a contingent basis to clients who are obtaining recoveries, it is appropriate for the Court to allocate some fees from the Settlement Fund to firms with individual litigants.

II. Wagstaff & Cartmell Actively Assisted Its Clients and Has Continued To Do So Through the Settlement Process.

Wagstaff & Cartmell has devoted substantial time and money to the advancement of its clients' individual cases. From the initial investigation and evaluation and development of strategies for the litigation, the intake process and determination of proper entities with standing to bring claims, to the filing of cases and gathering of relevant client documents both from the client and from FSA and Crop Insurance offices, to the completion of Plaintiff Fact Sheets, and the communications with clients and associated counsel throughout the litigation, Wagstaff & Cartmell has had a team of lawyers and paralegals engaged in this case since 2015.

And, the work continues, for the benefit of the firm's clients. W&C has actively communicated with and assisted its clients in initiating and, in most cases, completing the submission of claims in the settlement. *See* Barton Decl., Ex. A. The Firm expects the claims rate of the Firm's clients to be at least 90 percent by the claims submission deadline. This demonstrates the Firm's continued commitment of time and energy to see this case through for its clients to ensure that its clients actually realize the recovery they have been seeking for the past several years.

III. Wagstaff & Cartmell's Clients Were Assisted By Other Referring and Associating Lawyers Whose Sole Expectation of Compensation Was Through Contingency Fee Agreements and Co-Counsel Fee Splits.

Wagstaff & Cartmell could not have represented its 704 plaintiff clients (and others who did not file) effectively without the assistance of numerous lawyers and firms around the Midwest who associated with Wagstaff & Cartmell for this litigation. *See* Barton Decl., Ex. B. These associating firms were not members of any Plaintiff's Executive Committee or Steering Committee, and their only expectation of any compensation for their services on behalf of their clients comes through the clients' contingent fee contracts, in which the clients agreed to pay (almost always) 33 percent of their recoveries to their counsel as attorneys' fees, and in which the associating counsel had agreements with Wagstaff & Cartmell to share in those fees in exchange for their assistance. The only equitable way for the Court to recognize valuable legal services provided by such counsel in helping individual plaintiffs in the Minnesota Consolidated Action effectively pursue their individual claims is to allocate a reasonable attorneys' fee to firms whose large number of individual clients will achieve a substantial recovery from the settlement, for equitable distribution to such associating counsel.

CONCLUSION

Wagstaff & Cartmell supports and endorses the approach to awarding fees and expenses proposed by the Minnesota Co-Leads in this unique and unprecedented litigation. Consistent with that approach, Wagstaff & Cartmell respectfully requests that the Court take into consideration in allocating fees and expenses the considerable efforts

of the firms, like Wagstaff & Cartmell and its associating counsel, that filed and litigated hundreds of individual actions in Minnesota, thereby increasing and keeping considerable pressure on Syngenta to reach a global settlement. These efforts contributed to the final result, but they are not captured through any Common Benefit submission of fees and expenses. Accordingly, supported by the firm's fee agreements with its clients, and proportional to the results achieved for its clients and to the work performed to help such clients obtain that result, Wagstaff & Cartmell requests an allocation of \$1,200,000, or, such amount as the Court deems proper, in attorneys' fees for its individual client representation, and a reimbursement of \$14,977.05 in expenses, *see* Barton Decl., Ex. C, for filing and service of individual actions.

Date: July 10, 2018

WAGSTAFF & CARTMELL LLP

/s/ Eric D. Barton

Thomas P. Cartmell (KS# 17020)

Tyler W. Hudson (KS #20293)

Eric D. Barton (KS# 16503)

*Counsel for 704 Minnesota Plaintiffs and
Member, Plaintiff's Executive Committee,
Minnesota Consolidated Action*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on July 10, 2018, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which sent notification of such filing to all counsel of record.

/s/ Eric D. Barton

Eric D. Barton