

**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 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)

MDL No. 2591

Case No. 2:14-md-2591-JWL-JPO

**WESTERVELT, JOHNSON, NICOLL & KELLER, LLC’S
SUPPLEMENTAL MOTION FOR AWARD OF ATTORNEYS’ FEES AND
REIMBURSEMENT OF EXPENSES**

Westervelt, Johnson, Nicoll & Keller, LLC along with their referring attorneys and co-counsel (hereinafter referred to as “WJNK Counsel”) file their Supplemental Motion for an Award of Attorneys’ Fees and Reimbursement of Expenses, and respectfully state:

Pursuant to this Court’s Order, WJNK Counsel submit its Supplemental Motion and Memorandum in Support of their request for attorneys’ fees with a completed spreadsheet summarizing WJNK Counsel’s work that has been completed thus far for the three hundred twelve (312) plaintiffs represented by WJNK Counsel. *See Exhibit 1.* WJNK Counsel’s Work Summary.

WJNK Counsel previously filed a Motion for Fees and Reimbursement of Expenses. (ECF No. 3614). Since WJNK Counsel began working on claims against Syngenta, WJNK Counsel has spent more than 1,000 hours working on cases filed in this action. WJNK Counsel filed ten complaints at an expense of \$400.00 per complaint. Additionally, WJNK Counsel has spent \$906.78 in postage for communications with clients.

As stated in the Declaration made by Attorney Kerrienne Waters which was filed with WJNK Counsel's previous motion (ECF. Doc. No. 3614), WJNK Counsel was retained as the attorney of record by more than three hundred (300) plaintiffs, all of whom entered into a contract with our firm allocating one-third (1/3) of the recovery for Attorney Fees. Additional representation agreements reflecting the terms of the contingency payment to the undersigned counsel that were not attached to the initial motion are attached to this motion. *See Exhibit 2*. For a list of clients that the undersigned represents in this matter, attached to this motion is the first page or pages of each complaint that was filed in this matter by undersigned counsel. *See Exhibit 3*.

WJNK Counsel was not hired on an hourly basis for any of these claims, however WJNK Counsel charges \$250.00 per hour for the undersigned attorney which WJNK Counsel believes this Court will deem as a reasonable hourly rate. Non-attorney staff at WJNK have also spent a tremendous amount of time on these claims. In the required spreadsheet attached as Exhibit 1, WJNK non-attorneys are listed at a rate of \$75.00 which WJNK Counsel believes that this Court will deem a reasonable rate. If any further documentation is required or requested by the Court or Special Master, the undersigned counsel will dutifully comply with further requests of the Court.

WHEREFORE, WJNK Counsel and its represented plaintiffs respectfully request the court to (i) award WJNK Counsel its fees and expenses reimbursements at a rate of one-third or 33.3% pursuant to the Representation Agreement contracts entered by each client; (ii) or in the alternative, grant them a fee of the expected proportional share of WJNK Plaintiffs' acreage, which is expected to be in excess of \$1,000,000.00; (iii) or in the alternative, an amount equal to the fees detailed in *Exhibit 1*, and (iv) grant them such other and further relief to which they are justly entitled.

Dated: August 3, 2018

Respectfully submitted,

/s/ Kerrienne L. Waters
KERRIANNE L. WATERS
IL ARDC # 6317967
WESTERVELT, JOHNSON, NICOLL & KELLER, LLC
411 HAMILTON BLVD, SUITE 1400
PEORIA, IL 61602
P | (309)671-3550 F | (309)671-3588
E | KWATERS@WJNKLAW.COM

CERTIFICATE OF SERVICE

I hereby certify that on August 3, 2018, I electronically filed the foregoing with the Clerk of the Court using the ECF system which sent notification of such filing to all counsel of record.

/s/ Kerrienne L. Waters_____

Westervelt, Johnson, Nicoll Keller, LLC
411 Hamilton Blvd, Suite 1400, Peoria, IL 61602

LEGAL FEES					
TASK PERFORMED	TIMEKEEPER	Approved Hours	Other Hours	Work Fees	Notes
PLEADINGS, BRIEFS, DISPOSITIVE MOTIONS					
Complaint drafting Dispositive motion briefing/argument Class certification motion briefing and argument	Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys Non-attorneys		94.25	\$23,562.50	<u>ALL NON-ATTORNEY TIME IS ESTIMATED</u> This is inclusive of pleading preparation for our ten filed complaints including accompanying documents (Cover Sheet, Designation of Lead Counsel, Corporate Interests Statements for each client). This includes nine producer complaints and one grain elevator complaint.
DISCOVERY, DEPOSITIONS, DOC REVIEW					
Plaintiff fact sheet preparation/review Paper discovery (Syngenta and third parties) Paper discovery against plaintiffs Discovery motion practice and communications with adverse parties Fact depositions (Syngenta and third parties) Defend fact depositions (of plaintiffs) Discovery file management	Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys Non-attorneys		287.15 250 18.75 30	\$71,787.50 \$18,750 \$4,687.50 \$2,250.00	This is inclusive of Plaintiff Fact Sheet preparation and review and our discovery file management including communications with FSA offices. We are not submitting any time for discovery motion practices or depositions as we were not involved in any depositions on this matter. Time is for 287.15 hours of Attorney Time for Plaintiff Fact Sheet Preparation, totalling \$71,787.50. Time is for 18.75 hours of Attorney time for Discovery File Management for a fee of \$4,687.50. Estimated non-attorney time for Plaintiff Fact Sheet Preparation/review/input is 250 hours at \$75/hr which we believe is a reasonable rate, for a total of \$18,750. Estimated non-attorney time on Discovery file management is 30 hours for a total of \$2,250.
EXPERT WORK, DAUBERT MOTIONS					
Plaintiffs' expert witness work (including development of report, defense of depositions) Defendant expert witness work (depositions) Daubert motion practice (plaintiff experts) Daubert motion practice (defense experts)	Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys Non-attorneys	0	0		We did not perform any of the Expert work/Motion practice as our firm was not in a leadership position
PRETRIAL PREP, TRIAL, AND POST TRIAL					
Motions in limine Trial (presenting witnesses and argument) Trial briefing and jury instructions	Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys	0	0		We did not perform any of the Expert work/Motion practice as our firm was not in a leadership position
Other pretrial motion practice Post-trial briefing	Non-attorneys Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys Non-attorneys	0	0		We did not perform any of the Expert work/Motion practice as our firm was not in a leadership position
SETTLEMENT AND SETTLEMENT ADMINISTRATION					

Westervelt, Johnson, Nicoll Keller, LLC
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Pre-settlement communication with clients Settlement negotiations Assisting clients in perfecting claims in settlement Preparation of fee petition	Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys Non-attorneys Attorneys Contract Attorneys Non-attorneys		241.85 200 43.5 88 12	\$60,462.5 \$15,000 \$10,875.00 \$6,600 \$3,000	For clarification: 241.85 Attorney hours for Pre-settlement communications with clients . Estimated 200 Non-Attorney Hours estimated for Pre-settlement communications with clients. Further, 43.5 Attorney hours assisting clients in perfecting claims in settlement and 12 attorney hours in preparing Fee petition. Estimated 88 hours of non-attorney time in assisting clients with perfection of claim.
ADMINISTRATIVE Administrative work as court-appointed leadership	Attorneys Contract Attorneys Non-attorneys				We did not submit any time for this as we were not court-appointed leadership
OTHER (describe in Notes)	Attorneys Contract Attorneys Non-attorneys		397.5	\$99,375.00	Other time includes inter-office meetings regarding the case, meetings with Staff on handling the case, training the staff to submit discovery, Research on issues from beginning of case, viability of case, requirements for filing under general partnerships in Illinois, Client management in our office, creating brochures and information packets for our clients, creating intake forms, Meeting with referring attorneys and sending them updates throughout the litigation. A significant amount of time included is for reviewing docket entries in this case. Two attorneys from WJNK attending an AAJ Seminar in Minneapolis which included 15 hours of travel round trip for both attorneys. Additionally, research was done on representing seed companies in this litigation, drafting authorizations to the FSA, and communications with lead/liasion counsel throughout the more than three years our firm has been involved in this case.

EXPENSES PAID

	Amount		Notes
Common Benefit Assessment Fees			
Postage Photocopying Hotels Meals Mileage	906.78		Mileage for driving to meet with clients (\$45.54) ; Postage for mailings to all clients (\$853.04). Photocopying charges (\$8.20)
Air Travel	0		
Common Benefit Assessment Fees Court Fees			
Transcript Fees Ground Transportation			
Expert/Consulting Fees Not Included in Common Benefit			
Special Master Fees Miscellaneous (Describe)			
Complaint Filing Fees	\$4,000.00		\$400 per complaint x 10 complaints filed.
TOTAL costs	4906.78		

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**SYNGENTA GMO CORN
REPRESENTATION AGREEMENT**

Claim. I, the undersigned, do hereby represent that I have a claim or cause of action against **Syngenta AG, Syngenta Crop Protection AG, Syngenta Corporation, Syngenta Crop Protection, LLC, Syngenta Biotechnology, Inc., and Syngenta Seeds, Inc.** (hereinafter collectively referred to as "**SYNGENTA**") for the harm that they have done through the premature commercialization of a new genetically modified corn seed at a time when the new biotechnology trait it contained was not approved by major U.S. export partners.

Legal Representation. I hereby retain and employ the Law Firm of VONACHEN, LAWLESS, TRAGER & SLEVIN, Attorneys at Law, Peoria, Illinois, and McGrath Law Office, Attorneys at Law, Mackinaw, Illinois (hereinafter "the Attorneys") to represent me in the prosecution of said claim or cause of action, all matters and things related thereto, and I do hereby authorize the attorneys of said firms to do any and all things on my behalf and which in their judgment and discretion, is reasonable and necessary or expedient in the premises, including the institution of legal proceedings. I acknowledge that I have received a copy of this contingent fee contract.

Scope. I understand and agree that I am engaging the Attorneys only to prosecute said claims against **SYNGENTA**.

Fees. The attorney fee shall be one-third (1/3) of any recovery, whether by settlement or trial. **Client and Attorney agree that in no event will attorney fees and costs exceed 40% of any recovery.**

Contingent Fee. IT IS AGREED AND UNDERSTOOD THAT THIS EMPLOYMENT IS UPON A CONTINGENT FEE BASIS, AND IF NO RECOVERY IS MADE, I WILL NOT BE INDEBTED TO THE ATTORNEYS FOR ANY SUM WHATSOEVER FOR ATTORNEY FEES OR EXPENSES.

Expenses. I understand and agree that out-of-pocket costs will be incurred or advanced by the Attorneys in the course of the investigation or litigation and in the event of a recovery, I agree to reimburse the Attorneys for any such necessary out-of-pocket expenses they advance on my behalf in addition to paying attorney fees. I also understand that the Attorneys are representing other individuals in claims against **SYNGENTA** and that common costs may be incurred. I agree to reimburse my pro-rata share of the common costs.

Common Benefit Assessments by the Court. I have been advised that actions against **SYNGENTA** may proceed as coordinated litigation and that in the course of coordinated litigation, the Court may order assessments for costs and/or attorney fees

incurred for the common benefit of all plaintiffs. Common benefit cost assessments will be paid from my recovery. Common Benefit assessments for attorney fees will be absorbed by my attorneys and will be paid from their one-third (1/3) contingent fee and **will not** increase the attorney fees that I pay.

DATED: 10/27/15

James Darnall
CLIENT

CLIENT

VONACHEN, LAWLESS, TRAGER & SLEVIN

BY: _____

McGrath Law Office, P.C.

BY: Patricia B. McGrath

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Peoria, Illinois 61602
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DATED: 01/17/2016

Connie Schneider
CLIENT

CLIENT

VONACHEN, LAWLESS, TRAGER & SLEVIN

BY: _____

McGrath Law Office, P.C.

BY: 

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DATED: 01/17/2016

Progressive Prairie, Inc.
CLIENT

CLIENT

VONACHEN, LAWLESS, TRAGER & SLEVIN

BY: _____

McGrath Law Office, P.C.

BY:  _____

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DATED: 01/17/2016

Matthew Hughes
CLIENT

CLIENT

VONACHEN, LAWLESS, TRAGER & SLEVIN

BY: _____

McGrath Law Office, P.C.

BY: _____

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DATED: November 7, 2015

James M. Gurn Executor for Estate of
CLIENT Sharon A. Maloney

Patricia D. Moehle
CLIENT

VONACHEN, LAWLESS, TRAGER & SLEVIN

BY: _____

MOEHLE, SWEARINGEN, & ASSOC., LTD.,

BY: Valerie M. Moehle

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DATED: Nov 3, 2015

Mark L. Berg
CLIENT

CLIENT

VONACHEN, LAWLESS, TRAGER & SLEVIN

BY: L. Waters

MOEHLE, SWEARINGEN, & ASSOC., LTD.,

BY: Robert H. Moehle

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be paid from my recovery. Common Benefit assessments for attorney fees will be absorbed by my attorneys and will be paid from their one-third (1/3) contingent fee and **will not** increase the attorney fees that I pay.

DATED: 10-2-2015

Shomer R. Murphy
CLIENT

CLIENT

VONACHEN, LAWLESS, TRAGER & SLEVIN

BY: _____

LAW OFFICES
VONACHEN, LAWLESS, TRAGER & SLEVIN
Suite 425, Twin Towers Plaza
456 Fulton Street
Peoria, Illinois 61602
Telephone: (309) 676-8986
Syngenta@vltslaw.com
www.vltslaw.com/sygenta

Mark Becken

SYNGENTA GMO CORN
REPRESENTATION AGREEMENT

Claim. I, the undersigned, do hereby represent that I have a claim or cause of action against **Syngenta AG, Syngenta Crop Protection AG, Syngenta Corporation, Syngenta Crop Protection, LLC, Syngenta Biotechnology, Inc., and Syngenta Seeds, Inc.** (hereinafter collectively referred to as "**SYNGENTA**") for the harm that they have done through the premature commercialization of a new genetically modified corn seed at a time when the new biotechnology trait it contained was not approved by major U.S. export partners.

Legal Representation. I hereby retain and employ the Law Firm of VONACHEN, LAWLESS, TRAGER & SLEVIN, Attorneys at Law, Peoria, Illinois, and LUCIE, SCALF & GRAHAM Attorneys at Law, Macomb, Illinois (hereinafter "the Attorneys") to represent me in the prosecution of said claim or cause of action, all matters and things related thereto, and I do hereby authorize the attorneys of said firms to do any and all things on my behalf and which in their judgment and discretion, is reasonable and necessary or expedient in the premises, including the institution of legal proceedings. I acknowledge that I have received a copy of this contingent fee contract.

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DATED: 4-30-15

Mark Beckner
CLIENT

CLIENT

VONACHEN, LAWLESS, TRAGER & SLEVIN

BY: _____

LUCIE, SCALF & GRAHAM

BY: [Signature]

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jim@lucielaw.com
www.lucielaw.com

Black Trust, Kathy
BKB

**SYNGENTA GMO CORN
REPRESENTATION AGREEMENT**

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DATED: 11-5-15

Kathy Black
CLIENT

CLIENT

VONACHEN, LAWLESS, TRAGER & SLEVIN

BY: _____

LUCIE, SCALF & GRAHAM

BY: [Signature]

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Gregory Clappitt - sent to
client

**SYNGENTA GMO CORN
REPRESENTATION AGREEMENT**

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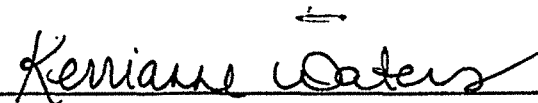
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DATED: 4 May 13


CLIENT

CLIENT

VONACHEN, LAWLESS, TRAGER & SLEVIN

BY: 

LUCIE, SCALF & GRAHAM

BY: 

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Dixon, Clee
sent to client

**SYNGENTA GMO CORN
REPRESENTATION AGREEMENT**

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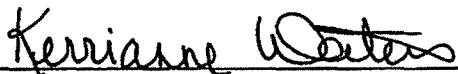
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DATED: _____

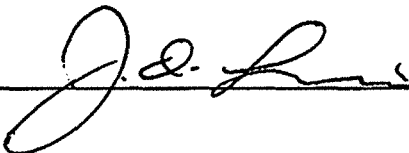

CLIENT

CLIENT

VONACHEN, LAWLESS, TRAGER & SLEVIN

BY:  _____

LUCIE, SCALF & GRAHAM

BY:  _____

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Hopping, I had -
sent to client

**SYNGENTA GMO CORN
REPRESENTATION AGREEMENT**

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DATED: 4-30-15


CLIENT

CLIENT

VONACHEN, LAWLESS, TRAGER & SLEVIN

BY: Kerriane Waters

LUCIE, SCALF & GRAHAM

BY: Jim Scalf

LAW OFFICES
VONACHEN, LAWLESS, TRAGER & SLEVIN
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Stephen Paul

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DATED: 7/14/15

Steph J. Paul
CLIENT

CLIENT

VONACHEN, LAWLESS, TRAGER & SLEVIN

BY: _____

LUCIE, SCALF & GRAHAM

BY: Jc Li

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION

Rodney Aten, Daniel Arkels, Kevin J. Bergagna, Aaron and Julie Blout, Mark and Jeffrey Bresson, Susan J. Cheney, James Arthur Darnall, Millard Darnall, Linda J. Larson, Lewis Durin, Ronald J. Eberle, Christopher W. Eck, Phillip Eck, Robert W. Eck, Ronald D. Eigsti, Scott D. Eigsti, William J. and Diana S. Embry, Wesley Englehart, Jason Farr, Daniel Foley, Patricia A. Foley, Charlene L. Foley, Matthew D. and Elizabeth R. Foley, Gary G. Formhals, Nicholas France, David Frischle, Harold Arthur Froehling, Arthur Harold Froehling, Alan Froehling, Ronald and Mary Full, Sharon Fulton, Donald A. Harrell, Teresa and Tarry Hoeft, Mark Horwedel, Lance Horwedel, Gerald Junker, David Junker, Richard W. Krider, Daniel Mahr, John J. McGrath, John Meils, Robert J. Meils, Timothy Meils, Vaun Meinhold, Thomas Murphy, John Murphy, Brian Phalen, Steven Pigg, Steven Puetz, Dean Rector, Leighton Rector, Leland Rector, Tyler Rector, Curtiss Richmond, Michael Schmidgall, Robert Schumm, Jon Schwarting, Kay Schwarting, Jeffrey B. Smith, Craig Torrance, Robert VanPelt, Ruth E. Vincent, and Dennis E. Weiler,

Plaintiffs

vs.

Syngenta Corporation, Syngenta Crop Protection AG, Syngenta AG, Syngenta Crop Protection, LLC., Syngenta Biotechnology, Inc., and Syngenta Seeds, Inc.,

Defendants.

Civil Action No. _____

JURY TRIAL DEMANDED
ON ALL COUNTS

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION

Arthur McCrea, Albert Larry Hill, Aldine M. Young, Allan William Zimmerman, Arnsman Farms, LLC., Bobby Joe Homer, Carl R. Mangold, Charles Eugene Rhodes and Vera Rhodes, Dan J. Armstrong, Danny L. and Katherine M. Gronewold, Dennis & Alice Maher, Dorothy White, Douglas Thacker, Doyle Green, Eagleton Farms, Edgewood Farms, LLC, Estate of Georgette Shupe, Estate of James Fritschle, Finn Amble Living Trust, Fralick Family LLC, Garber Farms, Inc. , Georgia Daly, Gilmore Farms Partnership, Glen J. Wolf, Storm Farms, Irick Farms Partnership, Jacob Raymond Schmidgall, Janelle Ann Crump, Jared P. Schmidgall, Jason Ippensen, Jeff A. Lough, ,Jeffrey A. Yergler, Jeffrey Scott Young, JMJ Farms, Joe Bruketta, John J. DiGiovanna, Joseph D. DiGiovanna III, Joseph D Young, Joseph D. and Alicia L. Dierker, Keith Deppert, Kenneth M. Foulk Farms, Larry DiGiovanna, Larry Earl Young, Linda Ferguson, Malcom C. Winkler, Michael Zinke, Norman Wise, Odd Fellows Children's Home by Steven Pigg, Penstone Enterprises, Inc., Phillip T. Schmidgall, Farr Better Pork Inc., Rector Farms , Riddle Hill, Bruch Farms, Ronald Wepprecht, Scherer Farm Partnership, Schmidgall Brothers Partnership, Shelabarger Farms, Short Farms LLC , Stephen J. DiGiovanna, Steven L. McClallen, Strode Farms, LLC, Strode Land Trust, Sutherland Family LLC, Terry Deppert, Theodore E. Schmidgall, Thomas A. Lough, Vita Johnson, Wesley Strode, Elizabeth Murphy, Eigsti Enterprises, Inc., MWP Farms, Leslie Schmidgall, Mark C. Schmidgall, Gangloff Brothers, Caheb Farms, Joseph A. Lucca Farms, Mekley Heirs, Farm, Nagel Farms, Ruth Farms, Woerner Family Farms, LLC, Anderfroeh Trust, Wayne and Beverly Beekman Trust, Portion One Family Trust and Portion Three Family Trust, Joyce W.

Civil Action No. _____

JURY TRIAL DEMANDED
ON ALL COUNTS

Culbertson Revocable Trust, Robert M. Culberston Revocable trust, Dorothy A. Dierker Revocable Trust, Wayne W. Dierker Revocable Trust, Ralph Froehling Trust, Full Farm Trust, Richard L. Gray Perpetual Charitable Trust, Earl Hubbard and Mabel Rollins Hubbard Family Memorial Trust, Kreiser Family Trust, Theodore E. Schmidgall Revocable Trust, Warren B. Schmidgall Revocable Trust, Kay Schwarting Family Trust, Strode Land Trust, Clarence Ziemer Trust, Orville L. Ziemer Trust, G North Farm, and G South Farm,

Plaintiffs,

vs.

Syngenta Corporation, Syngenta Crop Protection AG, Syngenta AG, Syngenta Crop Protection, LLC., Syngenta Biotechnology, Inc., and Syngenta Seeds, Inc.,

Defendants.

COMPLAINT

Plaintiffs bring this action individually against Syngenta AG (“Syngenta AG”), Syngenta Crop Protection AG (“Crop Protection AG”), Syngenta Corporation (“Syngenta Corp”), Syngenta Crop Protection, LLC (“Crop Protection LLC”), Syngenta Biotechnology, Inc. (“Syngenta Biotech”) and Syngenta Seeds, Inc. (“Syngenta Seeds”) (Syngenta AG, Crop Protection AG, Syngenta Corp, Crop Protection LLC, Syngenta Biotech and Syngenta Seeds are sometimes hereinafter collectively referred to as either “Defendants” or “Syngenta”) and state as follows:

NATURE OF THE ACTION

This action comes before the court after Syngenta et al, released the genetically modified trait MIR-162, also known as Agrisure Viptera ® to the market. The industry recognizes that premature commercialization can cause trade disruptions and financial harm to corn producers

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION

Eric Schmidgall, Sherry Schmidgall, Rosella May Reetz Trust, Stephen J. Wilson, Estate of Stephen Reetz, Amy C. Reetz, Dustin Reetz, Kenneth W. Reetz, William A. Marshall, Estate of Sharon A. Maloney, Joan Theobald Trust, Theobald Family Trust, Michael France, Robert S. Reetz, Troy W. Seggebruch, Raymond S. Schmidgall, Raymond Woodrow, Maxine Schmidgall, Moehle Farm Land and Trust and Trust No. 111, Wallace Kaufmann, Adami Farms, Terry Alt, Gary Draper, Mary Eloise Holtzman Trust, Dana Welser, Susan Lehr, Michael A. Tonsley, David Owen, and Kimberly Schoch.

Plaintiffs,

vs.

Syngenta Corporation, Syngenta Crop Protection AG, Syngenta AG, Syngenta Crop Protection, LLC., Syngenta Biotechnology, Inc., and Syngenta Seeds, Inc.,

Defendants.

Civil Action No.: _____

JURY TRIAL DEMANDED
ON ALL COUNTS

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Friday, 20 November, 2015 03:07:14 PM
Clerk, U.S. District Court, ILCDUNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISIONBrian M. France, Mark L. Berg, and Wade D.
Schmidgall,

Plaintiffs,

vs.

Syngenta Corporation, Syngenta Crop
Protection AG, Syngenta AG, Syngenta Crop
Protection, LLC., Syngenta Biotechnology,
Inc., and Syngenta Seeds, Inc.,

Defendants.

Civil Action No.: _____

JURY TRIAL DEMANDED
ON ALL COUNTS**COMPLAINT**

Plaintiffs bring this action individually against Syngenta AG (“Syngenta AG”), Syngenta Crop Protection AG (“Crop Protection AG”), Syngenta Corporation (“Syngenta Corp”), Syngenta Crop Protection, LLC (“Crop Protection LLC”), Syngenta Biotechnology, Inc. (“Syngenta Biotech”) and Syngenta Seeds, Inc. (“Syngenta Seeds”) (Syngenta AG, Crop Protection AG, Syngenta Corp, Crop Protection LLC, Syngenta Biotech and Syngenta Seeds are sometimes hereinafter collectively referred to as either “Defendants” or “Syngenta”) and state as follows:

NATURE OF THE ACTION

This action comes before the court after Syngenta et al, released the genetically modified trait MIR-162, also known as Agrisure Viptera ® to the market. The industry recognizes that premature commercialization can cause trade disruptions and financial harm to corn producers and others in the industry. In 2010, Syngenta released Viptera ® into the market, knowing that important foreign markets, such as China, had not approved of the new trait.

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION

Cheryl Kuppler, Bradshaw Family Farms,
LLC by John Bradshaw Kiick, Connie
Schneider, Fred Alsene, James D. Lantz,
Keith Cornwell, Kent W. Cornwell,
Matthew Hughes, Progressive Prairie Inc. by
Matthew Hughes, Donald Cook, Keith A.
Chenoweth, Chenoweth Land Trust by
Kevin Chenoweth, Kevin Chenoweth,
Ronald Egan, Olson Farm, Inc. by Paul
Olson, and Mary J. Meginnnes,

Plaintiffs,

vs.

Syngenta Corporation, Syngenta Crop
Protection AG, Syngenta AG, Syngenta
Crop Protection, LLC., Syngenta
Biotechnology, Inc., and Syngenta Seeds,
Inc.,

Defendants.

Civil Action No. _____

JURY TRIAL DEMANDED

ON ALL COUNTS

COMPLAINT

Plaintiffs bring this action individually against Syngenta AG (“Syngenta AG”), Syngenta Crop Protection AG (“Crop Protection AG”), Syngenta Corporation (“Syngenta Corp”), Syngenta Crop Protection, LLC (“Crop Protection LLC”), Syngenta Biotechnology, Inc. (“Syngenta Biotech”) and Syngenta Seeds, Inc. (“Syngenta Seeds”) (Syngenta AG, Crop Protection AG, Syngenta Corp, Crop Protection LLC, Syngenta Biotech and Syngenta Seeds are

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
ROCK ISLAND DIVISION

Derrick Anderson, Peters Springdale Farm, Inc., DRG Farm, Inc., Bradley Farms, Paul, Paul, & Hainline, Neil & Karen Skiles Trust UTA, Scott & Kay Ault Trust, David Witt Trust, White Beef Company, Rod Wilson, Lita Hampton Trust, William A. Jacquot Trust, Richards Family Farms, Cheryl Barclay, Carol Barclay, Lawson E. Barclay, Mark Beckner, Dave Blackburn, George A. Blout, Terry L. Carnahan, Joyce E. and James Roger Clampitt, Gary Lee Clampitt, Gregory D. Clampitt, Jerry & Julie Davis, Julie Davis, Clee Dixon, Stanley Dixon, Gary Duncan, Larry & Mildred Fentem, William & Ruth Fillman, Ivan Folger, Adam Folger, William Keith Frakes, William C. Frakes, Donna Lou Hainline, Larry Hopkins, Brad Hopping, Chris Hopping, J. Edward Jacquot, Ryan E. Jacquot, Jason Jacquot, Naomi G. Kelly, James D. Killey, Craig and Kimberly Long, Adam L. Lucie, Charles Lucie, Steven Lucie, Harvey McDonald, Becky and Donald Moon, Stephen L. Paul, George W. Paul, Gerald & Mary Payne, Richard Rea, Katina Jacquot Rhodes, V. Burdette Rosendale, Doug Thorman, Marvin and Alice Thorman, James K. Trotter, Marion White, Mary Jane Witt, and Mike Woodside,

Plaintiffs,

vs.

Syngenta Corporation, Syngenta Crop Protection AG, Syngenta AG, Syngenta Crop Protection, LLC., Syngenta Biotechnology, Inc., and Syngenta Seeds, Inc.,

Defendants.

Civil Action No. _____

JURY TRIAL DEMANDED

ON ALL COUNTS

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
ROCK ISLAND DIVISION

Charles R. Knowles, Coeur Family Farms,
BKB Trust, Cassidy AG, Ins., Daniel
Saurbaugh, Donna Simmons, Doug
Thorman, Estate of Jimmy D. Torrance,
Janna Wyant, Jesse E. Knowles, Lorena
Saurbaugh, Marc and Debra Lawver, Mark
Dana, Marvin Musick, Michael W. Laukitis,
Pauline Meissner, Reginald Myers, Rhonda
Saurbaugh, Richard V. Laukitis, Thomas
Dana, Darren B. Antoine,
and Darren B. Antoine, Trustee of The Mary
K. Antoine Trust,

Plaintiffs,

vs.

Syngenta Corporation, Syngenta Crop
Protection AG, Syngenta AG, Syngenta
Crop Protection, LLC., Syngenta
Biotechnology, Inc., and Syngenta Seeds,
Inc.,

Defendants.

Civil Action No. _____

JURY TRIAL DEMANDED

ON ALL COUNTS

COMPLAINT

Plaintiffs bring this action individually against Syngenta AG (“Syngenta AG”), Syngenta Crop Protection AG (“Crop Protection AG”), Syngenta Corporation (“Syngenta Corp”), Syngenta Crop Protection, LLC (“Crop Protection LLC”), Syngenta Biotechnology, Inc. (“Syngenta Biotech”) and Syngenta Seeds, Inc. (“Syngenta Seeds”) (Syngenta AG, Crop Protection AG, Syngenta Corp, Crop Protection LLC, Syngenta Biotech and Syngenta Seeds are

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
ROCK ISLAND DIVISION

Phyllis A. Heike, Leo W. Ratcliff, Ursula Junker, Sandra Hopkins, David Subject, Jerry Cremer, Jean Wheeler, Robert L. Paine, Bernice E. Abbe, Rennick Family Farms, Kevin and Anne Flatt, and Bogner Farms, Inc.

Plaintiffs,

vs.

Syngenta Corporation, Syngenta Crop Protection AG, Syngenta AG, Syngenta Crop Protection, LLC., Syngenta Biotechnology, Inc., and Syngenta Seeds, Inc.,

Defendants.

Civil Action No. _____

JURY TRIAL DEMANDED

ON ALL COUNTS

COMPLAINT

Plaintiffs bring this action individually against Syngenta AG (“Syngenta AG”), Syngenta Crop Protection AG (“Crop Protection AG”), Syngenta Corporation (“Syngenta Corp”), Syngenta Crop Protection, LLC (“Crop Protection LLC”), Syngenta Biotechnology, Inc. (“Syngenta Biotech”) and Syngenta Seeds, Inc. (“Syngenta Seeds”) (Syngenta AG, Crop Protection AG, Syngenta Corp, Crop Protection LLC, Syngenta Biotech and Syngenta Seeds are sometimes hereinafter collectively referred to as either “Defendants” or “Syngenta”) and state as follows:

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
ROCK ISLAND DIVISION

BASCO ELEVATOR, LTD.

Plaintiff,

vs.

SYNGENTA CORPORATION, SYNGENTA
CROP PROTECTION AG, SYNGENTA AG,
SYNGENTA CROP PROTECTION, LLC.,
SYNGENTA BIOTECHNOLOGY, INC., and
SYNGENTA SEEDS, INC.,

Defendants.

Civil Action No. _____

**JURY TRIAL DEMANDED
ON ALL COUNTS**

COMPLAINT

Plaintiff brings this action individually against Syngenta AG (“Syngenta AG”), Syngenta Crop Protection AG (“Crop Protection AG”), Syngenta Corporation (“Syngenta Corp”), Syngenta Crop Protection, LLC (“Crop Protection LLC”), Syngenta Biotechnology, Inc. (“Syngenta Biotech”) and Syngenta Seeds, Inc. (“Syngenta Seeds”) (Syngenta AG, Crop Protection AG, Syngenta Corp, Crop Protection LLC, Syngenta Biotech and Syngenta Seeds are sometimes hereinafter collectively referred to as either “Defendants” or “Syngenta”) and states as follows:

NATURE OF THE ACTION

Biotechnology holds promise to potentially improve the lives of many. But it also can cause extraordinary harm if handled irresponsibly.

Part of acting responsibly requires that biotechnology companies avoid introducing a new genetic trait into the market prematurely before it has been approved in all significant

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION

Jimmy Jackson Ward,
Plaintiff,
vs.

Syngenta Corporation, Syngenta Crop
Protection AG, Syngenta AG, Syngenta
Crop Protection, LLC., Syngenta
Biotechnology, Inc., and Syngenta Seeds,
Inc.,
Defendants.

Civil Action No. _____

**JURY TRIAL DEMANDED
ON ALL COUNTS**

COMPLAINT

PLAINTIFF, JIMMY JACKSON WARD, brings this action individually against Syngenta AG (“Syngenta AG”), Syngenta Crop Protection AG (“Crop Protection AG”), Syngenta Corporation (“Syngenta Corp”), Syngenta Crop Protection, LLC (“Crop Protection LLC”), Syngenta Biotechnology, Inc. (“Syngenta Biotech”) and Syngenta Seeds, Inc. (“Syngenta Seeds”) (Syngenta AG, Crop Protection AG, Syngenta Corp, Crop Protection LLC, Syngenta Biotech and Syngenta Seeds are sometimes hereinafter collectively referred to as either “Defendants” or “Syngenta”) and states as follows, upon information and belief:

NATURE OF THE ACTION

This action comes before the court after Syngenta et al, released the genetically modified trait MIR-162, also known as Agrisure Viptera ® to the market. The industry recognizes that premature commercialization can cause trade disruptions and financial harm to corn producers