

STATE OF MINNESOTA**DISTRICT COURT****COUNTY OF HENNEPIN****FOURTH JUDICIAL DISTRICT**In re: Syngenta Litigation and
Syngenta Class Action LitigationCase Type: Civil Other
Honorable Laurie J. MillerThis Document Relates to:
**INDIVIDUAL CLAIMS
CLASS ACTION**Court File Nos.: 27-CV-15-3785 and
27-CV-15-12625**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS'
MOTION FOR AWARD OF ATTORNEY FEES****INTRODUCTION**

A group of corn farmers represented primarily by Kemp, Jones & Coulthard, LLP (“KJC”) petition this Court for an order awarding the reasonable attorney fees required by their contingent-fee agreements (“Contracts”). The moving Plaintiffs are identified on Exhibit A by name and case number. Plaintiffs each filed an individual action against certain Syngenta entities, which was then consolidated into this action. Every Plaintiff opted out of any classes certified during the course of this litigation in order to continue pursuing their individual claims. Although this Court appointed lead counsel to represent all plaintiffs from the global perspective, Plaintiffs’ individual counsel spent a substantial amount of time and resources working on Plaintiffs’ behalf with respect to this litigation.

Due to the nature of the nationwide class Settlement preliminarily approved by the Honorable John W. Lungstrum, Plaintiffs do not have the ability to directly pay the contractually owed fees to their counsel of choice and need this Court’s assistance. The Settlement Agreement and Preliminary Approval Order recognize the need for the individual plaintiffs to make such a

request and include a mechanism to carry it out. *See* Settlement Agreement (Doc. 3507-2) at §§ 7.2.3.2, 9.18.2.2 (permitting fee and expense petitions from all Minnesota Plaintiffs). Plaintiffs file their fee petition for this Court's consideration because their individual cases are on file in Minnesota and consolidated with this action.

Pursuant to the Settlement Agreement, Preliminary Approval Order, and the terms of their Contracts with KJC, Plaintiffs hereby respectfully request an award of attorney fees equal to 40% of the *gross* recovery attributable to their combined claims.¹ Should the percentage fee amount be less than their lodestar (\$885,863.50), Plaintiffs respectfully ask the Court to apply a multiplier so the fee award equals at least their lodestar.

Alternatively, if for some unforeseen reason the Court cannot calculate the *gross* recovery attributable to Plaintiffs' claims,² Plaintiffs respectfully request an award of their lodestar with a reasonable multiplier of 1.5 to account for the risks related to, difficulties associated with, duration of, and excellent result to this litigation.

STATEMENT OF FACTS

I. The Producer Plaintiffs Represented by Kemp, Jones & Coulthard, LLP

The list of Plaintiffs attached hereto as Exhibit A, all of whom filed individual cases in Minnesota that were subsequently consolidated as part of this *In re: Syngenta Litigation*, are and

¹ For purposes of calculating the 40% fee, the *gross* recovery attributable to Plaintiffs' claims will be calculated by multiplying their *net* recovery from the settlement fund by five-thirds (approximately 1.67). For example, if Plaintiffs recover a *net* amount of \$3,000,000 from the settlement fund, the *gross* recovery attributable to their claims would equal \$5,000,000 (with a fee of \$2,000,000). These figures are used for mathematical convenience only and have no specific application to Plaintiffs' claims.

² The only missing input as of today's date is Plaintiffs' aggregate *net* recovery from the settlement fund. The claims administrator will hopefully be able to provide KJC with that total before the Court rules on this Motion. If possible, Plaintiffs will supplement this Motion with that information.

have always been represented by Kemp, Jones & Coulthard, LLP (“KJC”).³ On average, Plaintiffs collectively planted approximately 58,500 acres of corn per year during the relevant time period with more than 97% of that acreage located in western Iowa—an area well-known for its high corn yields. Plaintiffs each retained KJC via a written contingency agreement that requires payment of attorney fees equaling 40% of the client’s gross recovery with no additional payment of case costs. *See* Declaration of Michael Gayan at ¶ 4.

KJC has decades of litigation experience in mass torts, class actions, complex commercial litigation, and other practice areas. KJC’s background and experience is detailed in the *curriculum vitae* attached as Exhibit B. The background and experience of KJC’s timekeepers is explained in the brief biographies attached as Exhibit C. W&P’s experienced timekeepers provided valuable assistance to Plaintiffs. *See* Declaration of Jamie Cox at ¶¶ 4–11.

II. The Relevant Factual and Procedural Background

Plaintiffs are corn farmers alleging damages from a market-wide decline in U.S. corn prices following Syngenta’s commercialization of the Viptera corn seed. Syngenta’s marketing and sale of the Viptera seed, without making any channeling efforts, caused Viptera corn to enter the U.S. supply. Syngenta marketed and sold its Viptera corn seed in the United States despite knowing that China (1) imported a significant amount of U.S. corn and (2) had not approved the importation of Viptera corn. In late 2013, China rejected numerous shipments of U.S. corn after finding Viptera corn comingled with non-Viptera corn. Eventually, China banned the importation of all U.S. corn. Plaintiffs allege this series of events, which commenced with conduct entirely under Syngenta’s control, caused a decline in the market price for all U.S. corn and, therefore, caused them damages.

³ Willson & Pechacek, PLC, with its main office in Council Bluffs, Iowa, referred most Plaintiffs to KJC.

III. Will Kemp's Appointment to the Minnesota Plaintiffs' Executive Committee

On August 5, 2015, after considering requests from many well-qualified attorneys, the Honorable Thomas M. Sipkins entered his order appointing the leadership structure for all plaintiffs in this consolidated Minnesota action. Pursuant to that order, Judge Sipkins appointed Will Kemp of KJC as a member of the Plaintiffs' Executive Committee. *See* Order at ¶ 4. After Mr. Kemp's appointment, KJC took an active part—as requested by Co-Lead Counsel—in preparing the Minnesota actions for trial.

KJC's time and expenses related to any Common Benefit Work, pursuant to this Court's Common Benefit Order, have been submitted to Bassford Remele for inclusion in a separate request for attorney fees and expenses related to Common Benefit Work. This Motion excludes all of KJC's Common Benefit time and expenses and only pertains to the time and expense of pursuing Plaintiffs' individual cases.

IV. KJC's Pre-Suit, Litigation, and Other Efforts on Behalf of its Individual Clients

Starting in November 2014, after learning of Syngenta's conduct and its adverse impact on corn farmers, KJC began meeting with farmers to discuss their rights and ability to bring a claim for damages. KJC partnered with Willson & Pechacek, PLC ("WP") and together invested substantial time and resources in litigating their clients' claims.⁴ KJC's and W&P's work included but was not limited to the following tasks:

- Gathering all factual information necessary to prepare and file individual complaints;
- Preparing and filing individual complaints in the appropriate courts on behalf of more than 170 clients;

⁴ KJC initially worked with the firm of Phipps, Anderson, Deacon, LLP ("PAD"). After Judge Sipkins entered the leadership order in August 2015, KJC and PAD parted ways and agreed that KJC would continue to exclusively represent all of their joint clients. *See* Gayan Dec. at ¶ 5.

- Attempting to obtain a leadership position in the Kansas MDL and consolidated Minnesota action in order to retain control over the litigation of their clients' claims;
- Communicating with all clients before and throughout the litigation to keep them informed of the status of their cases and any actions they needed to take;⁵ and
- Communicating with all clients following the Settlement to inform them of the result, their options, the requirements to make a claim, and other details.

See Gayan Dec. at ¶ 9; Cox Dec. at ¶ 12.

In carrying out all of this work on Plaintiffs' behalf, the timekeepers of KJC and W&P spent more than 3,000 hours spanning three-plus years. Plaintiffs' total lodestar, hours spent multiplied by hourly rate, equals \$885,863.50. *See* Gayan Dec. at ¶ 14; Cox Dec. at ¶ 16.

V. The Settlement and Final Approval Process

Although Syngenta disputes Plaintiffs' allegations, it agreed to enter into a nationwide settlement that received preliminary approval from the Honorable John W. Lungstrum who presides over the MDL action pending in the United States District Court for the District of Kansas. Judge Lungstrum entered his Preliminary Approval Order on April 10, 2018. Through his Preliminary Approval Order, and consistent with the Settlement Agreement, Judge Lungstrum established the following relief, procedures, and deadlines relevant to this Motion:

- Producers may file claims with the claims administrator and recover their pro-rata share of their respective subclass settlement fund based on the total claims made on those funds, *see* Settlement Agreement (Doc. 3507-2) at §§ 3.7.2–.3 (Allocation Methodology & Recovery for Class Members);

⁵ KJC segregated any time spent collecting information for the Plaintiff Fact Sheet ("PFS") and separately reported that time to Co-Lead Counsel as Common Benefit Work.

- The claims administrator must calculate each Producer's claim by multiplying (1) their net Corn acres for each of Marketing Years 2013–2017 by (2) the Producer's percentage ownership in those acres by (3) the average county yield in bushels for each Marketing Year and then by (4) the approved weighted average for each Marketing Year (2013/14: 26%, 2014/15: 33%, 2015/16: 20%, 2016/17: 11%, 2017/18: 10%), *see* Long Form Notice (Doc. 3507-5) at § 11;
- Parties may, by no later than July 10, 2018, submit fee and expense applications to the court where their claims were pending at the time of the Settlement, *see* Order (Doc. 3532) at 10;
- The Honorable Laurie J. Miller of the Fourth Judicial District Court, County of Hennepin, State of Minnesota, possesses exclusive and continuing jurisdiction to approve fee disbursements with respect to all Minnesota Plaintiffs and decide any related disputes between counsel, *see* Settlement Agreement (Doc. 3507-2) at §§ 7.2.3.2, 9.18.2.2;
- The corn Producers may, by no later than October 12, 2018, submit claims with the claims administration, *see* Order (Doc. 3532) at 10; and
- Judge Lungstrum will hold the final fairness hearing in his courtroom on November 15, 2018, *see* Order (Doc. 3532) at 10.

STANDARD OF REVIEW

The trial court's decision on a motion for attorney fees and expenses will not be reversed absent an abuse of discretion. *See Green v. BMW of North America, LLC*, 826 N.W.2d 530, 534 (Minn. 2013) (citing *Milner vs. Farmers Ins. Exch.*, 748 N.W.2d 608, 621 (Minn. 2008)). "An abuse of discretion occurs 'when a district court errs as a matter of law in applying improper

standards in an award of fees.” *Id.* at 534–35 (quoting *Jorstad v. IDS Realty Trust*, 643 F.2d 1305, 1312 (8th Cir. 1981)).

ARGUMENT

A. The Court Should Enforce Plaintiffs’ Unambiguous Contracts with KJC.

In Minnesota, a “contingent fee agreement shall be in a writing signed by the client and shall state the method by which the fee is to be determined.” MINN. R. PROF. CONDUCT 1.5(c). Contingent-fee agreements are permitted, as long as the terms do not call for overreaching or unreasonable fees and expenses. *See In re Petition for Distr. of Attorney’s Fees*, 870 N.W.2d 755, 759 (Minn. 2015) (citing with approval *Holt v. Swenson*, 252 Minn. 510, 514–15, 90 N.W.2d 724, 728 (1958)). “When the language of a contract is clear and unambiguous, *we enforce the agreement of the parties as expressed in the contract.*” *Caldas v. Affordable Granite & Stone, Inc.*, 820 N.W.2d 826, 832 (Minn. 2012) (citing *Dykes v. Sukup Mfg. Co.*, 781 N.W.2d 578, 581 (Minn.2010)) (emphasis added). For at least the past 40 years, Minnesota courts have enforced contingent-fee agreements calling for a fee totaling 40-percent of the gross recovery. *See, e.g., Untiedt v. Grand Laboratories, Inc.*, 552 N.W.2d 571 (1996); *Continental Cas. Co. v. Knowlton*, 305 Minn. 201, 232 N.W.2d 789 (1975).

Plaintiffs, who are more than 170 corn farmers, retained KJC to prosecute their individual claims against Syngenta and contractually agreed to pay attorney fees equaling 40% of the gross amount recovered. Because their Contracts contain unambiguous language regarding the agreed-upon fee of 40%, Minnesota law requires enforcement of the parties’ agreement as expressed in the Contracts so long as it is not overreaching or unreasonable. *See Caldas*, 820 N.W.2d at 832; *see also In re Petition*, 870 N.W.2d at 759. A 40-percent fee in this highly uncertain, novel litigation is consistent with Minnesota law. *See, e.g., Untiedt*, 552 N.W.2d 571; *Knowlton*, 232

N.W.2d 789. Therefore, Plaintiffs respectfully request an order awarding them attorney fees totaling 40% of the *gross* recovery attributable to their claims. This fee *equals two-thirds* of Plaintiffs' collective *net* recovery from the settlement fund and *not* 40% of their *net* recovery from the settlement fund.⁶

Due to the nature of the nationwide class Settlement, Plaintiffs do not presently know how much they will recover from the settlement fund.⁷ This information will not be available until after the claim bar date passes (October 12, 2018) and the claims administrator calculates the amount owed to each claimant. Therefore, Plaintiffs respectfully request leave to supplement this Motion, as needed, if and when information regarding the total amount of their collective net recovery becomes available. Based on the timing of events established by the Preliminary Approval Order, Plaintiffs hope to be able to provide the Court with this information before the Final Fairness Hearing on November 15, 2018.

B. Plaintiffs' Contracted Fee is Supported by the Percentage-of-the-Fund Method.

In the Eighth Circuit and other courts across the country, "use of a percentage method of awarding attorney fees in a common-fund case is not only approved, but also 'well established.'" *Yarrington v. Solvay Pharmaceuticals, Inc.*, 697 F.Supp.2d 1057, 1061 (D. Minn. 2010) (quoting *In re Xcel Energy, Inc. Sec., Derivative & ERISA Litig.*, 364 F.Supp.2d 980, 991 (D. Minn. 2005))

⁶ Due to the mechanics of the Settlement Agreement and the claims process, the only way to calculate Plaintiffs' *gross* recovery for purposes of determining the contractual fee amount owed to their counsel is to multiply by two-thirds their aggregate *net* recovery from the subclass claim fund(s). For example, if Plaintiffs' aggregate *gross* recovery were \$5,000,000, the contractual fee would equal \$2,000,000. Using the same figures where only the *net* recovery is known (\$3,000,000), the required fee equals two-thirds of the *net* recovery (\$2,000,000).

⁷ Assuming (1) Plaintiffs planted 58,500 acres of corn per year in counties with average yields of 180 bushels/acre and all owned 100% of their farms (resulting in a Compensable Recovery Quantity ("CRQ") of 10,530,000 bushels), (2) all members of Subclass 1 have a total CRQ of 5 billion bushels, and (3) Subclass 1 members receive their pro-rata share of \$1 billion, then Plaintiffs' aggregate net recovery should be \$2,160,000. In this scenario, Plaintiffs' contractual attorney fees equal \$1,404,000 (two-thirds of their aggregate net recovery).

(citing *Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1157 (8th Cir. 1999))). Courts within the Eighth Circuit “have routinely awarded attorney fees ranging from 25% to 36% of a common fund under the percentage-of-the-fund method.” *Id.* (citing *In re Xcel*, 364 F.Supp.2d at 998 (summarizing cases)). Courts surveying the field have found the typical, percentage-based fee awards to fall within the range of 25 to 50 percent. *See, e.g., In re Combustion, Inc.*, 968 F. Supp. 1116, 1133 (W.D. La. 1997) (noting typical fees as one-third of the fund); *In re Rio Hair Naturalizer Products Liability Litig.*, 1996 WL 780512 at *16 (E.D. Mich. 1996) (noting common fund fee awards to range “from 20 to 50 percent of the fund”); *accord, Maywalt v. Parker & Parsley Petroleum Co.*, 963 F. Supp. 310, 313 (S.D. N.Y. 1997) (same); *see also* Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 U.C.L.A. L. Rev. 1303 (2006) (finding mega-fund awards with mean of 20.3% and an upper range reaching 35.3%). When determining fees in common-fund cases, “courts must do their best to award counsel the market price for legal services, in light of the risk of nonpayment and **the normal rate of compensation in the market** at the time.” *In re Synthroid Marketing Litig.*, 264 F.3d 712, 718 (7th Cir. 2001) (collecting cases) (emphasis added).

In determining an appropriate percentage of the fund to award as attorney fees, courts in the Eighth Circuit often rely upon the *Johnson* factors:

- (1) The time and labor required;
- (2) The novelty and difficulty of the questions;
- (3) The skill requisite to perform the legal service properly;
- (4) The preclusion of other employment by the attorney due to acceptance of the case;
- (5) The customary fee for similar work in the community;
- (6) Whether the fee is fixed or contingent;
- (7) Time limitations imposed by the client or the circumstances;
- (8) The amount involved and the results obtained;
- (9) The experience, reputation, and ability of the attorneys;
- (10) The undesirability of the case;
- (11) The nature and length of the professional relationship with the client; and
- (12) Awards in similar cases.

In re Xcel, 364 F.Supp.2d at 993 (quoting *Johnson v. Georgia Highway Express*, 488 F.2d 714, 719–20 (5th Cir.1974) (internal quotations omitted)). Every *Johnson* factor will not apply to all cases, particularly in common-fund cases, so courts have “wide discretion as to which factors to apply and the relative weight to assign to each.” *Id.* (citing *Uselton v. Commercial Lovelace Motor Freight, Inc.*, 9 F.3d 849, 854 (10th Cir. 1993)).

Plaintiffs’ 40-percent fee falls well within the range of reasonable fees awarded in common-fund cases such as this one. Courts commonly award costs equaling several percent of the settlement fund,⁸ making Plaintiffs’ fee-only Contracts even more reasonable. Plaintiffs’ fee arrangements also reflect the normal rate of compensation in the market for highly uncertain claims such as these and, therefore, support an award of the full contractual fee.

Further, the *Johnson* factors demonstrate the reasonableness of Plaintiffs’ fee request. KJC spent a substantial amount of time to represent Plaintiffs in this novel and difficult case—the first of its kind in the country—and helped obtain a fantastic result for the farmers. The contingent nature of the fee arrangement placed considerable risk on KJC from the outset of the case, when the result was far from certain. *See In re Xcel*, 364 F.Supp.2d at 994 (recognizing risks faced “must be assessed as they existed in the morning of the action, not in light of the settlement ultimately achieved at the end of the day.” (collecting cases)). KJC, a highly skilled and experienced boutique law firm, worked on Plaintiffs’ cases to the exclusion of other fee-generating work. *See Gayan Dec.* at ¶¶ 8, 15. Virtually every *Johnson* factor supports the reasonableness of Plaintiffs’ requested 40-percent fee.

⁸ *See Mehling v. New York Life Ins. Co.*, 248 F.R.D. 455, 467 & n.21 (E.D. Penn. 2008) (awarding 15% in reimbursed costs from a common-fund recovery); *In re Microstrategy, Inc., Securities Litig.*, 172 F. Supp.2d 778, 791 (E.D. Va. 2001) (awarding 1.27% of a \$98.5 million settlement fund for costs); *In re Lease Oil Antitrust Litig.*, 186 F.R.D. 403, 448 (S.D. Tex. 1999) (awarding 4.2% of a \$164.2 million settlement fund for costs).

C. Plaintiffs' Lodestar Demonstrates the Reasonableness of Their Fee Request.

In common-fund cases such as this one, courts often cross-check the percentage fee award against the lodestar method.⁹ *See, e.g., Yarrington*, 697 F.Supp.2d at 1061; *In re Xcel*, 364 F.Supp.2d at 999; *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d, 294, 305 (3d Cir. 2005) (citing *In re Prudential Ins. Co. of Am. Sales Practices Litig. Agent Actions*, 148 F.3d, 283, 333 (3d Cir. 1998)). The lodestar is calculated by multiplying the number of hours worked by the hourly rates of counsel. *See Green*, 826 N.W.2d at 536 (citing *Anderson v. Hunter, Keith, Marshall & Co.*, 417 N.W.2d 619, 628 (Minn. 1988) (citing *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983))). “The lodestar cross-check need entail ***neither mathematical precision nor bean counting*** but instead is determined by considering the unique circumstances of each case.” *In re Xcel*, 364 F.Supp.2d at 999 (citing *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 303, 306 (3d Cir. 2005)) (emphasis added). “The resulting multiplier need not fall within any pre-defined range, so long as the court’s analysis justifies the award, such as when the multiplier is in line with multipliers used in other cases.” *Id.* (citing *In re Rite Aid*, 396 F.3d at 307, n. 17). Courts in common-fund cases frequently approve percentage fee awards reflecting a lodestar multiplier of four to five. *Id.* (collecting cases). “[T]he ***lodestar cross-check does not trump*** the court’s primary reliance on ***the percentage of common fund method.***” *Id.* (citing *In re Rite Aid I*, 396 F.3d at 307; *Petrovic*, 200 F.3d at 1157) (emphasis added).

Here, Plaintiffs’ lodestar reflecting the time spent by KJC and W&P equals \$885,863.50 (\$722,820.00 for KJC, \$163,043.50 for W&P) based on more than 3,000 hours of billable time

⁹ The lodestar cross-check differs in nature and purpose from the traditional lodestar method employed by Minnesota courts in statutory fee-shifting cases. *See County of Dakota v. Cameron*, 839 N.W.2d 700, 711 (Minn. 2013) (collecting cases). Minnesota’s accepted lodestar considerations closely resemble the *Johnson* factors used in determining the percentage fee in common-fund cases. *See Green*, 826 N.W.2d at 536 (citing *Milner*, 748 N.W.2d at 621).

spent over three-plus years of pursuing Plaintiffs' individual claims. Although the percentage fee award is presently unknown, Plaintiffs do not anticipate their percentage fee will result in a multiplier in excess of the typical range of four to five. Therefore, Plaintiffs are confident the lodestar cross-check will support the reasonableness of their fee request.

Depending on the total CRQ for all Producer claimants, Plaintiffs' lodestar may exceed the percentage fee amount. If that occurs, Plaintiffs respectfully asks the Court to apply a multiplier to the percentage fee amount so the awarded attorney fees at least equal Plaintiffs' lodestar.

If for some reason Plaintiffs are unable to supplement this Motion with the net amount of their collective recoveries, a number the Court will need to calculate the percentage fee award, Plaintiffs respectfully request an award of their lodestar with a modest multiplier of 1.5: a fee award of \$885,863.50. This novel and risky case coupled with the excellent result justifies use of a small multiplier to compensate counsel for bringing the action to the great benefit of all corn farmers in the United States. Not only will the farmers receive some compensation for their losses, from now on all agricultural market participants should think twice before acting in a way that may harm the entire market.

CONCLUSION

For the foregoing reasons, Plaintiffs request an order awarding attorney fees and expenses for their chosen counsel's work in successfully pursuing claims on their behalf. Depending on the information available before the Court decides this Motion, Plaintiffs respectfully request:

1. An attorney fee award equaling 40% of combined *gross* recovery attributable to their claims, which equals *two-thirds* of their aggregate *net* recovery from the settlement fund;

2. If the amount of the percentage fee is less than Plaintiffs' lodestar, application of a reasonable multiplier to achieve an attorney fee award at least equaling their lodestar of \$885,863.50; or
3. If information regarding Plaintiffs' total *net* recovery is not available to the Court before it decides this Motion, which precludes calculation of the combined *gross* recovery attributable to their claims, an attorney fee award equal to Plaintiffs' lodestar with a 1.5 multiplier: \$1,328,795.25.

Respectfully submitted,

Dated: July 10, 2018

By: /s/ Michael J. Gayan

Will Kemp

William L. Coulthard

Michael J. Gayan

KEMP, JONES & COULTHARD, LLP

3800 Howard Hughes Parkway, Suite 1700

Las Vegas, Nevada 89169

P: (702) 385-6000

F: (702) 385-6001

m.gayan@kempjones.com

Counsel for Certain Individual Plaintiffs

STATE OF MINNESOTA**DISTRICT COURT****COUNTY OF HENNEPIN****FOURTH JUDICIAL DISTRICT**In re: Syngenta Litigation and
Syngenta Class Action LitigationCase Type: Civil Other
Honorable Laurie J. MillerThis Document Relates to:
**INDIVIDUAL CLAIMS
CLASS ACTION**Court File Nos.: 27-CV-15-3785 and
27-CV-15-12625**DECLARATION OF MICHAEL J. GAYAN, ESQ. IN SUPPORT OF MOTION
FOR AWARD OF ATTORNEY FEES**

I, Michael J. Gayan, Esq., declare and state as follows:

1. I am a partner at the law firm of KEMP, JONES & COULTHARD, LLP (“KJC”), and am duly authorized by my partners in the firm to make this declaration on its behalf.

2. I submit this in support of Plaintiffs’ Motion for Award of Attorney Fees related to KJC’s work on behalf of its individual clients, all of whom filed case in this consolidated action. Lists of KJC’s clients who filed individual actions in Minnesota state court, one sorted alphabetically and the other sorted by case number, are attached to the Motion as Exhibit A. I have personal knowledge of the matters set forth in this declaration, and, if called as a witness, could and would testify competently thereto.

3. The Honorable Thomas M. Sipkins appointed my partner, Will Kemp, Esq., to the Plaintiffs’ Executive Committee (“PEC”) by his order entered on August 5, 2015. I have worked closely with Mr. Kemp on this matter since his appointment to the PEC.

4. All of KJC's individual clients, most of whom operate corn farms in western Iowa, retained KJC on a contingent-fee basis. The material terms of those contingent-fee agreements are all the same and require payment of attorney fees equal to 40% of the gross recovery with no reimbursement of case costs.

5. KJC initially worked with Phipps, Anderson, Deacon, LLP ("PAD") and retained a number of joint clients. Shortly after Judge Sipkins appointed Will Kemp to the Minnesota PEC, KJC and PAD discussed dissolving their joint representation with KJC retaining and continuing to represent all of their joint clients. KJC and PAD agreed that KJC would take exclusive responsibility for their prior joint clients and file individual actions in the Minnesota state courts, in part because PAD intended to pursue its clients' claims in a different forum. PAD agreed it would not pursue claims for the prior joint clients, all of whom are listed on Exhibit A.

6. Most of KJC's clients were referred by the attorneys at WILLSON & PECHACEK, PLC ("W&P"), with its main office located in Council Bluffs, Iowa. KJC and W&P worked together to assist the individual clients listed on Exhibit A. Prior to commencing these actions, KJC and W&P agreed that W&P would receive one quarter of the contingency fee that KJC collected pursuant to the contingent-fee agreements (i.e., 10% of the gross recovery).

7. KJC's time and resources spent on this litigation for the corn producers have been contingent on the outcome of the action. KJC has not been paid for any of the time spent or reimbursed for expenses incurred on this litigation to date.

8. KJC's background and experience as a firm is summarized in the *curriculum vitae* attached to the Motion as Exhibit B. The background and experience of each KJC timekeeper who worked on this matter is summarized in the document attached hereto as Exhibit C.

9. During the pendency of this litigation, KJC performed the following general types of work on behalf of its individual clients:

- a. Gather signatures on contingent-fee agreements and all factual information necessary to prepare and file individual complaints;
- b. Prepare and file individual complaints in the appropriate federal courts on behalf of several dozen clients;
- c. Attempt to obtain a leadership position in the Kansas MDL in order to retain control over the litigation of our clients' claims;
- d. Prepare and file voluntary dismissals of the federal actions;
- e. Prepare and file individual complaints in the appropriate Minnesota state courts on behalf of all clients;
- f. Attempt to obtain a leadership position in the Minnesota consolidated action in order to retain control over the litigation of our clients' claims;
- g. Communicate with all clients before and throughout the litigation to keep them informed of the status of their cases; and
- h. Communicate with all clients following the Settlement to inform them of the result, their options, the requirements to make a claim, and other details.

10. KJC prepares and maintains contemporaneous records of its time spent and expenses incurred on every case it handles in the ordinary course of its business operations.

11. In compliance with the Common Benefit Orders, KJC segregated its time and expenses related to assisting its individual clients from the time and expenses spent on Common Benefit Work. KJC did not include any of its individual time or expense records in its periodic or final submissions of Common Benefit time and expenses to Bassford Remele. Contemporaneously with the submission of this Declaration, I signed and submitted a declaration to the Bassford Remele firm detailing KJC's total time spent and expenses incurred for Common Benefit Work (\$496,492.50 in attorney time and \$505,200.18 in expenses). I understand that Bassford Remele will submit that declaration with its fee and cost petition for Common Benefit Work performed by all counsel in the Minnesota actions and, therefore, have excluded all of those amounts from the totals identified in this Declaration.

12. As part of the preparation of my declaration, I or others at my direction re-reviewed all of KJC's time entries and expenses previously submitted to Bassford Remele in this litigation to ensure that none included time or expenses incurred on individual client matters. I directed the removal of certain time and expenses not in compliance with the terms of the Common Benefit Orders. Any time removed from those submissions has been added to the time totals for KJC's individual clients.

13. After this re-review, I can confirm that all individual client time was undertaken by the members of my firm at either Will Kemp's or my direction. I believe the

individual client time information contained herein is accurate and reasonable and reflects necessary work on behalf of KJC's individual clients.

14. After exercising billing judgment and making billing reductions based on a review of KJC's records, KJC's individual-client lodestar is \$722,820.00. This amount reflects KJC's normal rates as of 2017 charged in other similar actions, including for matters on behalf of KJC's hourly clients. KJC has ensured the time spent on this case was necessary and not duplicative of work done or being done by others. KJC made assignments in a coordinated manner to ensure that talents and resources were properly utilized. A breakdown of the lodestar is provided below.

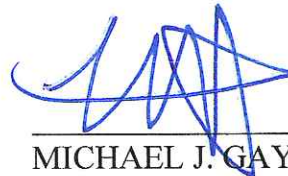
Name	Title	Total Hours	Hourly Rate	Lodestar
Will Kemp	Partner	158.0	\$650	\$102,700.00
J. Randall Jones	Partner	61.0	\$650	\$39,650.00
William L. Coulthard	Partner	415.0	\$500	\$207,500.00
Spencer Gunnerson	Partner	0.3	\$425	\$127.50
Michael J. Gayan	Partner	240.9	\$375	\$90,337.50
Nathanael Rulis	Associate	2.3	\$350	\$805.00
Ian P. McGinn	Associate	9.5	\$250	\$2,375.00
Madison P. Zornes-Vela	Associate	73.6	\$250	\$18,400.00
Hilari N. Alberto	Paralegal	1,011.7	\$175	\$177,047.50
Nicole McLeod	Paralegal	104.3	\$175	\$18,252.50
Jennifer D. Hodge	Paralegal	317.5	\$175	\$55,562.50
Jeri M. Gressman	Paralegal	0.9	\$175	\$157.50
Roya Rokni	Paralegal	56.6	\$175	\$9,905.00
Totals		2,451.6		\$722,820.00

15. Had KJC not represented its individual clients, all of KJC's time spent on this litigation would have otherwise been spent on other work that generated fees.

16. My firm also incurred \$98,502.06 in expenses in connection with the prosecution of the litigation on behalf our individual clients. These expenses are reflected in KJC's records. These records are contemporaneously prepared from receipts, expense vouchers, check and credit card records, and other documents and are an accurate record of the expenses. However, pursuant to the terms of the contingent-fee agreements with KJC's individual clients, which do not require the clients to pay expenses in addition to the fee, KJC will not be separately reimbursed for these individual-client expenses.

I declare under penalty of perjury that everything I have stated in this document is true and correct.

Executed on this 10th day of July, 2018, in Clark County, Nevada.



MICHAEL J. GAYAN

EXHIBIT A

In re Syngenta Litigation
Clients Represented by Kemp, Jones Coulthard, LLP
(Sorted Alphabetically)

	Business or Last Name	First Name	State of Farm	Hennepin County Civil Action #	Filing Date
1	4 K's Ltd.		Iowa	27-CV-15-20042	11/17/2015
2	A&P Land and Cattle Corp.		Iowa	27-CV-15-20042	11/17/2015
3	Alexander & Lindsey, LLC		Iowa	27-CV-15-20042	11/17/2015
4	Alff	Douglas	Iowa	27-CV-15-20042	11/17/2015
5	AMD Farms Corp.		Iowa	27-CV-15-20042	11/17/2015
6	Applegate & Company		Iowa	27-CV-15-20022	11/17/2015
7	Ausdemore	David	Iowa	27-CV-15-20042	11/17/2015
8	Ausdemore	Harry	Iowa	27-CV-15-20042	11/17/2015
9	Ausdemore	James	Iowa	27-CV-15-20042	11/17/2015
10	Baker	William	Iowa	27-CV-15-20042	11/17/2015
11	Barry & Barry Inc.		Iowa	27-CV-15-20041	11/17/2015
12	BECC, Inc.		Iowa	27-CV-8966	6/13/2016
13	Bernard & Camille Porter Trust		Iowa	27-CV-15-20042	11/17/2015
14	Bertelsen, Inc.		Iowa	27-CV-15-20042	11/17/2015
15	Bierl	Jeff	Iowa	27-CV-15-20041	11/17/2015
16	Blu-Hill Farms, Ltd.		Iowa	27-CV-15-20042	11/17/2015
17	Brent Bierbaum Farm, Inc.		Iowa	27-CV-15-20042	11/17/2015
18	Bridges	Thaddeus	Iowa	27-CV-15-20042	11/17/2015
19	Bridges	Denise	Iowa	27-CV-15-20042	11/17/2015
20	Butler	Christina	Iowa	27-CV-15-20042	11/17/2015
21	C. Ludwig Farms, Inc.		Iowa	27-CV-15-20041	11/17/2015
22	Cale Kastner, Inc.		Iowa	27-CV-15-20041	11/17/2015
23	Carlbros, Inc.		Iowa	27-CV-15-20041	11/17/2015
24	Cedar Lakes Farm, LLC		Iowa	27-CV-15-20042	11/17/2015
25	Circle D. Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
26	Clark Country Acres, Inc.		Iowa	27-CV-15-20042	11/17/2015
27	Cleaveland Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
28	Collins	Marshall	Minnesota	27-CV-15-20032	11/17/2015
29	Collins	Richard	Iowa	27-CV-15-20041	11/17/2015
30	Collins-Calta	Martha	Minnesota	27-CV-15-20032	11/17/2015
31	Connealy	Donald	Iowa	27-CV-15-20042	11/17/2015
32	Coulthard Farms, LLC		Iowa	27-CV-15-20041	11/17/2015
33	Dale Ludwig, Inc.		Iowa	27-CV-15-20041	11/17/2015
34	Deere Run. Ltd.		Iowa	27-CV-15-20042	11/17/2015
35	Diamond T. Farms Corp.		Iowa	27-CV-15-20041	11/17/2015
36	Diane C. Kneeland Trust u/t/d Novemeber 27, 1991, William L. Coulthard, Successor Trustee		Iowa	27-CV-15-20041	11/17/2015
37	DJ Bierl Farms, Inc.		Iowa	27-CV-15-20024	11/17/2015
38	DLJ Farms, LLC		Iowa/ Nebraska	27-CV-8966	6/13/2016
39	Double S Land, LLC		Iowa	27-CV-15-20025	11/17/2015
40	Doyle	Timothy	Iowa	27-CV-15-20042	11/17/2015
41	Doyle Family Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
42	Dreyer Farms Corp.		Iowa	27-CV-15-20042	11/17/2015
43	Eastin	Emily	Iowa	27-CV-15-20042	11/17/2015
44	Ed & Ryan Sullivan, LLC		Iowa	27-CV-15-20029	11/17/2015
45	Edgerton	Robert	Iowa	27-CV-15-20041	11/17/2015
46	Edgerton	Elizabeth	Iowa	27-CV-15-20041	11/17/2015
47	Edgerton	Bob	Iowa	27-CV-15-20041	11/17/2015
48	Emerald Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
49	Eshelman	Merlin	Iowa	27-CV-15-20042	11/17/2015
50	Ettleman	Leo	Iowa	27-CV-15-20042	11/17/2015
51	First Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
52	Fox 5 Farms, Ltd.		Iowa	27-CV-15-20042	11/17/2015

In re Syngenta Litigation
Clients Represented by Kemp, Jones Coulthard, LLP
(Sorted Alphabetically)

	Business or Last Name	First Name	State of Farm	Hennepin County Civil Action #	Filing Date
53	Fox Creek Farms, Ltd.		Iowa	27-CV-15-20042	11/17/2015
54	Fox Ridge Farms Co.		Iowa	27-CV-15-20042	11/17/2015
55	Fritz	Dennis	Iowa	27-CV-15-20042	11/17/2015
56	G. William Coulthard Testamentary Trust A, Successor Trustee Thein Farm Management		Iowa	27-CV-15-20041	11/17/2015
57	G. William Coulthard Testamentary Trust B, Successor Trustee Thein Farm Management		Iowa	27-CV-15-20041	11/17/2015
58	G.D. Rieber, Inc.		Iowa	27-CV-15-20042	11/17/2015
59	Geiger Land Company		Iowa	27-CV-15-20042	11/17/2015
60	Gibson	Kim	Iowa	27-CV-15-20042	11/17/2015
61	GJD Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
62	Gochenour Farms Corp.		Iowa	27-CV-15-20041	11/17/2015
63	Golden Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
64	Goltry Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
65	Good	James	Iowa	27-CV-15-20042	11/17/2015
66	Goodman	James	Iowa	27-CV-15-20042	11/17/2015
67	Goodman	Jon	Iowa	27-CV-15-20042	11/17/2015
68	Goodman Family, LLC		Iowa	27-CV-15-20042	11/17/2015
69	Goshorn	Adam	Iowa	27-CV-15-20041	11/17/2015
70	Gross	Nick	Iowa	27-CV-15-20041	11/17/2015
71	Gross	Timothy	Iowa	27-CV-15-20041	11/17/2015
72	Gross Cattle Farm, Inc.		Iowa	27-CV-15-20041	11/17/2015
73	Gross Unlimited, LLC		Iowa	27-CV-15-20041	11/17/2015
74	Hedgeline Farms, Ltd.		Iowa	27-CV-15-20042	11/17/2015
75	Heritage Fox, Ltd.		Iowa	27-CV-15-20042	11/17/2015
76	Hopps Farm, Inc.		Iowa	27-CV-15-20042	11/17/2015
77	Insight Farms		Iowa	27-CV-15-20042	11/17/2015
78	J.H. Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
79	J.R. Bane Land Corp.		Iowa	27-CV-15-20042	11/17/2015
80	JAR Farms, Ltd.		Iowa	27-CV-15-20042	11/17/2015
81	Jennings AG Production Co.		Iowa	27-CV-15-20042	11/17/2015
82	Johnson	Robert	Iowa	27-CV-15-20042	11/17/2015
83	K.E. Bane Family Farm, Ltd.		Iowa	27-CV-15-20042	11/17/2015
84	K.R. Cousins Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
85	Kastner Agri Farms, Ltd.		Iowa	27-CV-15-20041	11/17/2015
86	Keast Farm, Ltd.		Iowa	27-CV-15-20042	11/17/2015
87	Kelley	Craig	Iowa	27-CV-15-20041	11/17/2015
88	Kristi Farms, Ltd.		Iowa	27-CV-15-20042	11/17/2015
89	Kunze	Douglas	Iowa	27-CV-15-20041	11/17/2015
90	Kunze	Glenda	Iowa	27-CV-15-20041	11/17/2015
91	Lacy Enterprises, Ltd.		Nebraska	27-CV-15-20035	11/17/2015
92	Lacy Enterprises, Ltd.		South Dakota	27-CV-15-20038	11/17/2015
93	Lacy Enterprises, Ltd.		Iowa	27-CV-15-20042	11/17/2015
94	Laughlin Agri Resources, Inc.		Iowa	27-CV-8966	6/13/2016
95	Laughlin Corp.		Iowa	27-CV-15-20042	11/17/2015
96	Lazy P Ranch Corporation		Iowa	27-CV-15-20042	11/17/2015
97	Leighton	Brent	Iowa	27-CV-15-20042	11/17/2015
98	Leighton Farms, Ltd.		Iowa	27-CV-15-20042	11/17/2015
99	Lincoln Center Farms, Inc.		Iowa	27-CV-15-20031	11/17/2015
100	Lorimor, Inc.		Iowa	27-CV-15-20042	11/17/2015

In re Syngenta Litigation
Clients Represented by Kemp, Jones Coulthard, LLP
(Sorted Alphabetically)

	Business or Last Name	First Name	State of Farm	Hennepin County Civil Action #	Filing Date
101	Ludwig	Brett	Iowa	27-CV-15-20041	11/17/2015
102	M&A Long, Inc.		Iowa	27-CV-15-20042	11/17/2015
103	Magel	David	Iowa	27-CV-8966	6/13/2016
104	Magel	Joel	Iowa	27-CV-8966	6/13/2016
105	Magel Bros. Trust		Iowa	27-CV-8966	6/13/2016
106	Magel Family Limited Partnership		Iowa	27-CV-8966	6/13/2016
107	Maguire Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
108	Mary Gillespie Heirs Farm Partnership		Iowa	27-CV-15-20041	11/17/2015
109	McGinnis	James	Nebraska	27-CV-15-20035	11/17/2015
110	McGinnis	Timothy	Nebraska	27-CV-15-20035	11/17/2015
111	MJ Bierl Farms, Inc.		Iowa	27-CV-15-20041	11/17/2015
112	MJ Hopp Farms, Inc.		Iowa	27-CV-15-20033	11/17/2015
113	MM Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
114	Moran Beef, Inc.		Iowa	27-CV-8966	6/13/2016
115	Moran Enterprises, Inc.		Iowa	27-CV-8966	6/13/2016
116	Neill	Duane	Iowa	27-CV-15-20041	11/17/2015
117	Nishna Valley Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
118	Novotny Brokman Farm		Iowa	27-CV-15-20042	11/17/2015
119	Osborn	Frances	Iowa	27-CV-15-20041	11/17/2015
120	Paul & Ethel Hines Trust		Iowa	27-CV-15-20041	11/17/2015
121	Peters	Ernest	Iowa	27-CV-15-20041	11/17/2015
122	Petersen Cloverleaf Farms, Inc.		Iowa	27-CV-15-20036	11/17/2015
123	Pheasant Farms, Inc.		Iowa	27-CV-15-20041	11/17/2015
124	Pheasant Ridge Farms		Iowa	27-CV-15-20042	11/17/2015
125	Phyllis Rodenburh Trust		Iowa	27-CV-15-20042	11/17/2015
126	Pierce Farms Family Corp.		Iowa	27-CV-8966	6/13/2016
127	Prairie Rose Ag, Inc.		Iowa	27-CV-8966	6/13/2016
128	PWF, LLC		Texas	27-CV-15-20042	11/17/2015
129	R&A Trust		Iowa	27-CV-8966	6/13/2016
130	R.B. Bane Acres, Ltd.		Iowa	27-CV-15-20042	11/17/2015
131	RC Farms, Inc.		Iowa/ Nebraska	27-CV-15-20041	11/17/2015
132	RCGWLG, Ltd.		Iowa	27-CV-15-20042	11/17/2015
133	Rewinkel	Dale	Iowa	27-CV-8966	6/13/2016
134	RMJ Jensen Farms, Ltd.		Iowa	27-CV-15-20042	11/17/2015
135	Robert G. Summy Trust		Iowa	27-CV-15-20042	11/17/2015
136	Roth	Robert	Nebraska	27-CV-15-20035	11/17/2015
137	Roth	Robert	Iowa	27-CV-15-20042	11/17/2015
138	Roth, Inc.		Nebraska	27-CV-15-20035	11/17/2015
139	Roth, Inc.		Iowa	27-CV-15-20042	11/17/2015
140	Schroder Hog Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
141	Sinner	Perry and Karen	Iowa	27-CV-8966	6/13/2016
142	SR Bierl Farms, Inc.		Iowa	27-CV-15-20041	11/17/2015
143	Stamp	Kurt	Iowa	27-CV-15-20028	11/17/2015
144	Steiber Farms Corporation		Iowa	27-CV-15-20042	11/17/2015
145	Stille Farms Corp.		Iowa	27-CV-8966	6/13/2016
146	Stivers	Mary	Iowa	27-CV-15-20041	11/17/2015
147	Stoberl	Brian	Iowa	27-CV-15-20041	11/17/2015
148	Stoberl Farms, Ltd.		Iowa	27-CV-15-20041	11/17/2015
149	Sullivan Cattle Co., LLC		Iowa	27-CV-15-20041	11/17/2015
150	Summy	Kelly	Iowa	27-CV-15-20042	11/17/2015
151	Summy	Janice	Iowa	27-CV-15-20042	11/17/2015
152	Summy	Kelly	Iowa	27-CV-15-20042	11/17/2015

In re Syngenta Litigation
Clients Represented by Kemp, Jones Coulthard, LLP
(Sorted Alphabetically)

	Business or Last Name	First Name	State of Farm	Hennepin County Civil Action #	Filing Date
153	Summy Farm Corp.		Iowa	27-CV-15-20042	11/17/2015
154	T&R Lorimor, Ltd.		Iowa	27-CV-15-20042	11/17/2015
155	T&S Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
156	T&W AG, Inc.		Iowa	27-CV-15-20042	11/17/2015
157	T.Z. Acres, Inc.		Iowa	27-CV-15-20041	11/17/2015
158	Templeton	Robert and Alberta	Iowa	27-CV-8966	6/13/2016
159	Thomas Land and Livestock Corp.		Iowa	27-CV-15-20041	11/17/2015
160	Tibbles Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
161	Tono Farms, Ltd.		Iowa	27-CV-15-20041	11/17/2015
162	Two Oaks Red Angus		Iowa	27-CV-15-20041	11/17/2015
163	Virgil Anderson & Sons, LLC		Iowa	27-CV-15-20042	11/17/2015
164	Walleye Investments, Inc.		Iowa	27-CV-8966	6/13/2016
165	White	David	Iowa	27-CV-15-20042	11/17/2015
166	William J. Bestmann Trust		Iowa	27-CV-8966	6/13/2016
167	WLGRCG, LLC		Iowa	27-CV-15-20042	11/17/2015
168	Woltman	Justin	Iowa	27-CV-15-20042	11/17/2015
169	Wright	Todd	Iowa	27-CV-15-20042	11/17/2015
170	Wright	Dellanna	Iowa	27-CV-15-20042	11/17/2015
171	Yaple	Matthew	Missouri	27-CV-15-20034	11/17/2015
172	Yaple	Matthew	Iowa	27-CV-15-20042	11/17/2015
173	Zahner Farms, Inc.		Iowa	27-CV-15-20041	11/17/2015

In re Syngenta Litigation
Clients Represented by Kemp, Jones Coulthard, LLP
(Sorted by Case No.)

	Business or Last Name	First Name	State of Farm	Hennepin County Civil Action #	Filing Date
1	Applegate & Company		Iowa	27-CV-15-20022	11/17/2015
2	DJ Bierl Farms, Inc.		Iowa	27-CV-15-20024	11/17/2015
3	Double S Land, LLC		Iowa	27-CV-15-20025	11/17/2015
4	Stamp	Kurt	Iowa	27-CV-15-20028	11/17/2015
5	Ed & Ryan Sullivan, LLC		Iowa	27-CV-15-20029	11/17/2015
6	Lincoln Center Farms, Inc.		Iowa	27-CV-15-20031	11/17/2015
7	Collins	Marshall	Minnesota	27-CV-15-20032	11/17/2015
8	Collins-Calta	Martha	Minnesota	27-CV-15-20032	11/17/2015
9	MJ Hopp Farms, Inc.		Iowa	27-CV-15-20033	11/17/2015
10	Yaple	Matthew	Missouri	27-CV-15-20034	11/17/2015
11	Lacy Enterprises, Ltd.		Nebraska	27-CV-15-20035	11/17/2015
12	McGinnis	James	Nebraska	27-CV-15-20035	11/17/2015
13	McGinnis	Timothy	Nebraska	27-CV-15-20035	11/17/2015
14	Roth	Robert	Nebraska	27-CV-15-20035	11/17/2015
15	Roth, Inc.		Nebraska	27-CV-15-20035	11/17/2015
16	Petersen Cloverleaf Farms, Inc.		Iowa	27-CV-15-20036	11/17/2015
17	Lacy Enterprises, Ltd.		South Dakota	27-CV-15-20038	11/17/2015
18	Barry & Barry Inc.		Iowa	27-CV-15-20041	11/17/2015
19	Bierl	Jeff	Iowa	27-CV-15-20041	11/17/2015
20	C. Ludwig Farms, Inc.		Iowa	27-CV-15-20041	11/17/2015
21	Cale Kastner, Inc.		Iowa	27-CV-15-20041	11/17/2015
22	Carlbros, Inc.		Iowa	27-CV-15-20041	11/17/2015
23	Collins	Richard	Iowa	27-CV-15-20041	11/17/2015
24	Coulthard Farms, LLC		Iowa	27-CV-15-20041	11/17/2015
25	Dale Ludwig, Inc.		Iowa	27-CV-15-20041	11/17/2015
26	Diamond T. Farms Corp.		Iowa	27-CV-15-20041	11/17/2015
27	Diane C. Kneeland Trust u/t/d Novemeber 27, 1991, William L. Coulthard, Successor Trustee		Iowa	27-CV-15-20041	11/17/2015
28	Edgerton	Robert	Iowa	27-CV-15-20041	11/17/2015
29	Edgerton	Elizabeth	Iowa	27-CV-15-20041	11/17/2015
30	Edgerton	Bob	Iowa	27-CV-15-20041	11/17/2015
31	G. William Coulthard Testamentary Trust A, Successor Trustee Thein Farm Management		Iowa	27-CV-15-20041	11/17/2015
32	G. William Coulthard Testamentary Trust B, Successor Trustee Thein Farm Management		Iowa	27-CV-15-20041	11/17/2015
33	Gochenour Farms Corp.		Iowa	27-CV-15-20041	11/17/2015
34	Goshorn	Adam	Iowa	27-CV-15-20041	11/17/2015
35	Gross	Nick	Iowa	27-CV-15-20041	11/17/2015
36	Gross	Timothy	Iowa	27-CV-15-20041	11/17/2015
37	Gross Cattle Farm, Inc.		Iowa	27-CV-15-20041	11/17/2015
38	Gross Unlimited, LLC		Iowa	27-CV-15-20041	11/17/2015
39	Kastner Agri Farms, Ltd.		Iowa	27-CV-15-20041	11/17/2015
40	Kelley	Craig	Iowa	27-CV-15-20041	11/17/2015
41	Kunze	Douglas	Iowa	27-CV-15-20041	11/17/2015
42	Kunze	Glenda	Iowa	27-CV-15-20041	11/17/2015
43	Ludwig	Brett	Iowa	27-CV-15-20041	11/17/2015
44	Mary Gillespie Heirs Farm Partnership		Iowa	27-CV-15-20041	11/17/2015
45	MJ Bierl Farms, Inc.		Iowa	27-CV-15-20041	11/17/2015

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Clients Represented by Kemp, Jones Coulthard, LLP
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46	Neill	Duane	Iowa	27-CV-15-20041	11/17/2015
47	Osborn	Frances	Iowa	27-CV-15-20041	11/17/2015
48	Paul & Ethel Hines Trust		Iowa	27-CV-15-20041	11/17/2015
49	Peters	Ernest	Iowa	27-CV-15-20041	11/17/2015
50	Pheasant Farms, Inc.		Iowa	27-CV-15-20041	11/17/2015
51	RC Farms, Inc.		Iowa/ Nebraska	27-CV-15-20041	11/17/2015
52	SR Bierl Farms, Inc.		Iowa	27-CV-15-20041	11/17/2015
53	Stivers	Mary	Iowa	27-CV-15-20041	11/17/2015
54	Stoberl	Brian	Iowa	27-CV-15-20041	11/17/2015
55	Stoberl Farms, Ltd.		Iowa	27-CV-15-20041	11/17/2015
56	Sullivan Cattle Co., LLC		Iowa	27-CV-15-20041	11/17/2015
57	T.Z. Acres, Inc.		Iowa	27-CV-15-20041	11/17/2015
58	Thomas Land and Livestock Corp.		Iowa	27-CV-15-20041	11/17/2015
59	Tono Farms, Ltd.		Iowa	27-CV-15-20041	11/17/2015
60	Two Oaks Red Angus		Iowa	27-CV-15-20041	11/17/2015
61	Zahner Farms, Inc.		Iowa	27-CV-15-20041	11/17/2015
62	4 K's Ltd.		Iowa	27-CV-15-20042	11/17/2015
63	A&P Land and Cattle Corp.		Iowa	27-CV-15-20042	11/17/2015
64	Alexander & Lindsey, LLC		Iowa	27-CV-15-20042	11/17/2015
65	Alff	Douglas	Iowa	27-CV-15-20042	11/17/2015
66	AMD Farms Corp.		Iowa	27-CV-15-20042	11/17/2015
67	Ausdemore	David	Iowa	27-CV-15-20042	11/17/2015
68	Ausdemore	Harry	Iowa	27-CV-15-20042	11/17/2015
69	Ausdemore	James	Iowa	27-CV-15-20042	11/17/2015
70	Baker	William	Iowa	27-CV-15-20042	11/17/2015
71	Bernard & Camille Porter Trust		Iowa	27-CV-15-20042	11/17/2015
72	Bertelsen, Inc.		Iowa	27-CV-15-20042	11/17/2015
73	Blu-Hill Farms, Ltd.		Iowa	27-CV-15-20042	11/17/2015
74	Brent Bierbaum Farm, Inc.		Iowa	27-CV-15-20042	11/17/2015
75	Bridges	Thaddeus	Iowa	27-CV-15-20042	11/17/2015
76	Bridges	Denise	Iowa	27-CV-15-20042	11/17/2015
77	Butler	Christina	Iowa	27-CV-15-20042	11/17/2015
78	Cedar Lakes Farm, LLC		Iowa	27-CV-15-20042	11/17/2015
79	Circle D. Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
80	Clark Country Acres, Inc.		Iowa	27-CV-15-20042	11/17/2015
81	Cleaveland Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
82	Connealy	Donald	Iowa	27-CV-15-20042	11/17/2015
83	Deere Run. Ltd.		Iowa	27-CV-15-20042	11/17/2015
84	Doyle	Timothy	Iowa	27-CV-15-20042	11/17/2015
85	Doyle Family Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
86	Dreyer Farms Corp.		Iowa	27-CV-15-20042	11/17/2015
87	Eastin	Emily	Iowa	27-CV-15-20042	11/17/2015
88	Emerald Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
89	Eshelman	Merlin	Iowa	27-CV-15-20042	11/17/2015
90	Ettleman	Leo	Iowa	27-CV-15-20042	11/17/2015
91	First Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
92	Fox 5 Farms, Ltd.		Iowa	27-CV-15-20042	11/17/2015
93	Fox Creek Farms, Ltd.		Iowa	27-CV-15-20042	11/17/2015
94	Fox Ridge Farms Co.		Iowa	27-CV-15-20042	11/17/2015
95	Fritz	Dennis	Iowa	27-CV-15-20042	11/17/2015
96	G.D. Rieber, Inc.		Iowa	27-CV-15-20042	11/17/2015
97	Geiger Land Company		Iowa	27-CV-15-20042	11/17/2015
98	Gibson	Kim	Iowa	27-CV-15-20042	11/17/2015

In re Syngenta Litigation
Clients Represented by Kemp, Jones Coulthard, LLP
(Sorted by Case No.)

	Business or Last Name	First Name	State of Farm	Hennepin County Civil Action #	Filing Date
99	GJD Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
100	Golden Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
101	Goltry Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
102	Good	James	Iowa	27-CV-15-20042	11/17/2015
103	Goodman	James	Iowa	27-CV-15-20042	11/17/2015
104	Goodman	Jon	Iowa	27-CV-15-20042	11/17/2015
105	Goodman Family, LLC		Iowa	27-CV-15-20042	11/17/2015
106	Hedgeline Farms, Ltd.		Iowa	27-CV-15-20042	11/17/2015
107	Heritage Fox, Ltd.		Iowa	27-CV-15-20042	11/17/2015
108	Hopps Farm, Inc.		Iowa	27-CV-15-20042	11/17/2015
109	Insight Farms		Iowa	27-CV-15-20042	11/17/2015
110	J.H. Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
111	J.R. Bane Land Corp.		Iowa	27-CV-15-20042	11/17/2015
112	JAR Farms, Ltd.		Iowa	27-CV-15-20042	11/17/2015
113	Jennings AG Production Co.		Iowa	27-CV-15-20042	11/17/2015
114	Johnson	Robert	Iowa	27-CV-15-20042	11/17/2015
115	K.E. Bane Family Farm, Ltd.		Iowa	27-CV-15-20042	11/17/2015
116	K.R. Cousins Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
117	Keast Farm, Ltd.		Iowa	27-CV-15-20042	11/17/2015
118	Kristi Farms, Ltd.		Iowa	27-CV-15-20042	11/17/2015
119	Lacy Enterprises, Ltd.		Iowa	27-CV-15-20042	11/17/2015
120	Laughlin Corp.		Iowa	27-CV-15-20042	11/17/2015
121	Lazy P Ranch Corporation		Iowa	27-CV-15-20042	11/17/2015
122	Leighton	Brent	Iowa	27-CV-15-20042	11/17/2015
123	Leighton Farms, Ltd.		Iowa	27-CV-15-20042	11/17/2015
124	Lorimor, Inc.		Iowa	27-CV-15-20042	11/17/2015
125	M&A Long, Inc.		Iowa	27-CV-15-20042	11/17/2015
126	Maguire Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
127	MM Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
128	Nishna Valley Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
129	Novotny Brokman Farm		Iowa	27-CV-15-20042	11/17/2015
130	Pheasant Ridge Farms		Iowa	27-CV-15-20042	11/17/2015
131	Phyllis Rodenburh Trust		Iowa	27-CV-15-20042	11/17/2015
132	PWF, LLC		Texas	27-CV-15-20042	11/17/2015
133	R.B. Bane Acres, Ltd.		Iowa	27-CV-15-20042	11/17/2015
134	RCGWLG, Ltd.		Iowa	27-CV-15-20042	11/17/2015
135	RMJ Jensen Farms, Ltd.		Iowa	27-CV-15-20042	11/17/2015
136	Robert G. Summy Trust		Iowa	27-CV-15-20042	11/17/2015
137	Roth	Robert	Iowa	27-CV-15-20042	11/17/2015
138	Roth, Inc.		Iowa	27-CV-15-20042	11/17/2015
139	Schroder Hog Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
140	Steiber Farms Corporation		Iowa	27-CV-15-20042	11/17/2015
141	Summy	Kelly	Iowa	27-CV-15-20042	11/17/2015
142	Summy	Janice	Iowa	27-CV-15-20042	11/17/2015
143	Summy	Kelly	Iowa	27-CV-15-20042	11/17/2015
144	Summy Farm Corp.		Iowa	27-CV-15-20042	11/17/2015
145	T&R Lorimor, Ltd.		Iowa	27-CV-15-20042	11/17/2015
146	T&S Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
147	T&W AG, Inc.		Iowa	27-CV-15-20042	11/17/2015
148	Tibbles Farms, Inc.		Iowa	27-CV-15-20042	11/17/2015
149	Virgil Anderson & Sons, LLC		Iowa	27-CV-15-20042	11/17/2015
150	White	David	Iowa	27-CV-15-20042	11/17/2015
151	WLGRCG, LLC		Iowa	27-CV-15-20042	11/17/2015
152	Woltman	Justin	Iowa	27-CV-15-20042	11/17/2015

In re Syngenta Litigation
Clients Represented by Kemp, Jones Coulthard, LLP
(Sorted by Case No.)

	Business or Last Name	First Name	State of Farm	Hennepin County Civil Action #	Filing Date
153	Wright	Todd	Iowa	27-CV-15-20042	11/17/2015
154	Wright	Dellanna	Iowa	27-CV-15-20042	11/17/2015
155	Yaple	Matthew	Iowa	27-CV-15-20042	11/17/2015
156	BECC, Inc.		Iowa	27-CV-8966	6/13/2016
157	DLJ Farms, LLC		Iowa/ Nebraska	27-CV-8966	6/13/2016
158	Laughlin Agri Resources, Inc.		Iowa	27-CV-8966	6/13/2016
159	Magel	David	Iowa	27-CV-8966	6/13/2016
160	Magel	Joel	Iowa	27-CV-8966	6/13/2016
161	Magel Bros. Trust		Iowa	27-CV-8966	6/13/2016
162	Magel Family Limited Partnership		Iowa	27-CV-8966	6/13/2016
163	Moran Beef, Inc.		Iowa	27-CV-8966	6/13/2016
164	Moran Enterprises, Inc.		Iowa	27-CV-8966	6/13/2016
165	Pierce Farms Family Corp.		Iowa	27-CV-8966	6/13/2016
166	Prairie Rose Ag, Inc.		Iowa	27-CV-8966	6/13/2016
167	R&A Trust		Iowa	27-CV-8966	6/13/2016
168	Rewinkel	Dale	Iowa	27-CV-8966	6/13/2016
169	Sinner	Perry and Karen	Iowa	27-CV-8966	6/13/2016
170	Stille Farms Corp.		Iowa	27-CV-8966	6/13/2016
171	Templeton	Robert and Alberta	Iowa	27-CV-8966	6/13/2016
172	Walleye Investments, Inc.		Iowa	27-CV-8966	6/13/2016
173	William J. Bestmann Trust		Iowa	27-CV-8966	6/13/2016

EXHIBIT B

Kemp, Jones & Coulthard, LLP

3800 Howard Hughes Parkway, Suite 1700
Las Vegas, NV 89169
Tel: (702) 385-6000 | Fax: (702) 385-6001

A Record of Proven Results

Kemp, Jones & Coulthard, LLP is a litigation boutique of respected and trusted trial lawyers dedicated to providing their clients the highest quality of professional legal services. Our litigators have skillfully prosecuted and defended claims on behalf of prominent local, state, national, and international businesses and high-net-worth individuals in some of the most complex and noteworthy commercial actions brought in Nevada's state and federal courts. The firm is also renowned for its successes on behalf of consumers in mass tort, construction defect, products liability, catastrophic personal injury, and class action cases.

The firm's diverse representation of both businesses and consumers and its prosecution and defense of a full spectrum of legal and equitable claims gives Kemp, Jones & Coulthard, LLP the competitive advantage every client seeks in a litigation firm. Since its formation in 1993, Kemp, Jones & Coulthard, LLP has recovered more than a billion dollars in verdicts and settlements for its clients.

Skilled and Effective Advocates

Named one of the Best Law Firms in Nevada for general commercial litigation by *US News* and *Chambers USA*, Kemp, Jones & Coulthard, LLP maintains a highly diversified litigation practice in all forums including mediation, arbitration, state and federal trial courts, and the appellate court systems. Since its formation in 1993, Kemp, Jones & Coulthard, LLP has earned a prestigious reputation litigating on behalf of both plaintiffs and defendants in complex commercial and business litigation, construction and lien litigation, and real estate cases, while also successfully championing the legal rights of consumers in class actions. The representation of both plaintiffs and defendants, and consumers and businesses, affords Kemp, Jones & Coulthard, LLP a unique perspective that helps give its clients a competitive edge.

Diverse Representation

Kemp, Jones & Coulthard, LLP was a pioneer in Nevada's construction defect litigation and continues to be a progressive force in this field, having successfully tried to verdict the first – and most recently, the largest – construction-defect class actions in the state on behalf of Southern Nevada homeowners. The firm represents landowners in zoning and land use matters before municipal bodies and performs transactional work for

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select clients. Kemp, Jones & Coulthard, LLP has also developed a strong reputation for inverse condemnation litigation, having recovered millions of dollars for clients whose real property was taken or devalued by government action.

As innovators in multi-district product defect litigation and other mass torts, the firm has prosecuted hundreds of claims against medical device and pharmaceutical drug companies and was instrumental in making the tobacco industry accountable to smokers. The firm also has recovered tens of millions of dollars for the victims of catastrophic personal injury and trauma, and its trial lawyers have been appointed as Class Counsel in numerous certified class actions on behalf of hundreds of thousands of class members in cases involving product defects, securities violations, insurance fraud, and widespread statutory violations. The firm's appellate practice is also first rate, as its skilled advocates represent clients before the Nevada Supreme Court, the Ninth Circuit Court of Appeals, and the United States Supreme Court, victoriously obtaining a unanimous decision from the United States Supreme Court in the 84,000-member class action, *Humana v. Forsyth*.

An Innovative and Aggressive Litigation Team

The firm takes great pride in its team of experienced partners, talented and devoted associate attorneys, skilled paralegals, knowledgeable legal secretaries, and hard-working staff. Regardless of the nature of the case or the client, Kemp, Jones & Coulthard, LLP utilizes cutting-edge litigation-support services and innovative strategies to ensure that its clients receive the most effective and progressive representation available in Nevada.

Philanthropic Support

Kemp, Jones & Coulthard, LLP is also proud to give back to the community through pro bono legal work provided at no cost to needy clients of the Legal Aid Center of Southern Nevada. Firm attorneys assisted Legal Aid lawyers to successfully obtain recovery in a class action on behalf of payday loan customers swindled out of exorbitant and illegal fees. The firm's success has also enabled it and its partners to make generous contributions towards the construction of the Boyd School of Law at UNLV and the Legal Aid Center's building fund to promote high-quality legal education and legal services for indigent clients.

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Noteworthy Cases

Instrumental in obtaining a **\$200+ Billion** Recovery in the Tobacco Litigation

Member of the Plaintiffs' Committee responsible for **\$7 Billion** in Settlements for hundreds of thousands of FenPhen Users

\$505 Million Verdict against Drug Companies for Endoscopy Center Patient Contracting Hepatitis C

Nearly **\$300 Million** in Class Action Settlements for Nevada Homeowners with Defective Kitec Plumbing

\$50 Million in Recovery for Medical Device Company Shareholders in a Director-Fraud Action brought by Corporate Receiver

\$48 Million in Settlements for San Juan Dupont Plaza Fire Litigation Clients

\$32 Million Settlement against Humana for 84,000 Nevada Insureds in Health Care Fraud Class Action

\$20 Million in Settlements for Condominium Owners for Construction Defects in Large Las Vegas Condominium Development

\$19 Million Jury Verdict and Judgment for Small Business Owner against Multi-National Hotel Chain for Breach of Contract

\$18 Million in Settlements for Peach Tree Plaza Fire Litigation Plaintiffs

\$13 Million Jury Verdict, Fees, and Costs against Plumbing Subcontractor for Defective Plumbing Fittings

\$7.2 Million Jury Verdict in a Partnership Fraud and Embezzlement Case

\$4.25 Million Inverse Condemnation Judgment Against the City of North Las Vegas

\$1.1 Million in Recovery against Clark County for Frontier Estates Homeowners Injured due to a Flood Channel Design Defect

EXHIBIT C

Kemp, Jones & Coulthard, LLP

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Las Vegas, NV 89169
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Selected Attorney Biographies

Partners

Will Kemp, Esq.

Position: Founding partner

Admitted: Nevada, 1978; U.S. District Court, District of Nevada; U.S. Court of Appeals, Ninth Circuit; U.S. Supreme Court

Education: Loyola University of Los Angeles (B.A., 1975); Northwestern University; University of Arizona (J.D., 1978)

Membership: State Bar of Nevada; Clark County Bar Association; American Bar Association; Nevada Justice Association

Honors & Awards: Nevada Trial Lawyer of the Year (2012, 2014); Martindale-Hubbell, A-V Preeminent; Best Lawyers in America (multiple years and areas of practice); Super Lawyers, Mountain States Top 10; Chambers USA, Nevada Litigation; Nevada Business Magazine, Legal Elite

Practice Areas: Products Liability, Mass Torts, Class Actions, Wrongful Death

J. Randall Jones, Esq.

Position: Founding partner

Admitted: Nevada, 1981; U.S. District Court, District of Nevada; U.S. Court of Appeals, Ninth Circuit; U.S. Supreme Court

Education: University of Nevada (B.A., 1978); California Western School of Law (J.D., 1981)

Membership: State Bar of Nevada; Clark County Bar Association; American Bar Association; Nevada Justice Association; Legal Aid Center of Southern Nevada, Board Member; Thomas & Mack Legal Clinic, Advisory Board Member; California Western School of Law, Trustee; Co-author: Survey of State Class Action Law, Nevada published annually by the American Bar Association

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Honors & Awards: Nevada Trial Lawyer of the Year (1998); Martindale-Hubbell, A-V Preeminent; American Board of Trial Attorneys; International Network of Boutique Law Firms; Conferred Honorary Doctor of Laws degree by California Western School of Law; Super Lawyers; Best Lawyers in America; Chambers USA, American's Leading Lawyer in Business; Chambers USA, Nevada Litigation: General Commercial; Nevada Business Magazine's Legal Elite

Practice Areas: Complex Commercial Litigation, Mass Tort, Class Actions, Construction Litigation

William L. Coulthard, Esq.

Position: Partner

Admitted: Nevada; Idaho; U.S. District Court, District of Nevada; U.S. Court of Appeals, Ninth Circuit; U.S. Supreme Court

Education: University of California at Davis (B.S., 1982); California Western School of Law (J.D., 1990)

Membership: State Bar of Nevada; State Bar of Idaho; Clark County Bar Association; Nevada Justice Association; American Association for Justice

Honors & Awards: Martindale-Hubbell, A-V Preeminent; Best Lawyers, Commercial Litigation, Construction Litigation, Land Use and Zoning Litigation, and Real Estate Litigation; Super Lawyers, Mountain States (2012 to present)

Practice Areas: Commercial Litigation, Construction Litigation, Land Use & Zoning Litigation, Real Estate Litigation

Spencer H. Gunnerson, Esq.

Position: Partner

Admitted: Nevada, 2004; U.S. District Court, District of Nevada, 2004; U.S. Court of Appeals, Ninth Circuit, 2013

Education: Brigham Young University (B.A., 1999); University of Utah (J.D., 2003)

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Membership: State Bar of Nevada; Clark County Bar Association; Nevada Justice Association

Honors & Awards: Martindale-Hubbell, A-V Preeminent; Super Lawyers, Mountain States Rising Stars

Practice Areas: Commercial Litigation, Real Estate Litigation, Title Litigation

Michael J. Gayan, Esq.

Position: Partner

Admitted: Nevada, 2008; U.S. District Court, District of Nevada; U.S. Supreme Court

Education: Brigham Young University (B.S., 2004); William S. Boyd School of Law (J.D., *cum laude*, 2008)

Membership: State Bar of Nevada; Clark County Bar Association; Nevada Justice Association; Co-author: Survey of State Class Action Law, Nevada published annually by the American Bar Association

Honors & Awards: Super Lawyers, Mountain States Rising Stars (2012 to present); Clark County Pro Bono Project, Honor Roll (multiple years)

Practice Areas: Class Actions, Complex Commercial Litigation, Mass Torts, Wrongful Death, Construction Defect

Associates

Madison P. Zornes-Vela, Esq.

Position: Associate Attorney

Admitted: Nevada, 2014

Education: Texas A & M University (B.S., 2007); William S. Boyd School of Law (J.D., *summa cum laude*, 2014)

Membership: State Bar of Nevada; Clark County Bar Association, Member; Howard D. McKibben Inn of Court, Member

Kemp, Jones & Coulthard, LLP

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Las Vegas, NV 89169
Tel: (702) 385-6000 | Fax: (702) 385-6001

Honors & Awards: Legal Aid Center of Southern Nevada, Pro Bono Project, 100 Hour Club, 2017

Practice Areas: Complex Commercial Litigation, Class Actions, Mass Torts

Joshua Carlson, Esq.

Position: Associate Attorney

Admitted: Nevada, 2010; U.S. District Court, District of Nevada, 2011

Education: Colorado State University (B.S., 2003); Valparaiso University (M.B.A., 2009); William S. Boyd School of Law (J.D., 2009)

Membership: State Bar of Nevada; Clark County Bar Association

Practice Areas: Complex Commercial Litigation, Construction Litigation, Real Estate Litigation, Wrongful Death

Paralegals

Hilari N. Alberto

Position: Paralegal

Certificate: Paralegal certificate, 2001

Practice Areas: Commercial Litigation, Construction Litigation, Mass Torts, Class Actions

Jennifer D. Hodge (paralegal)

Position: Paralegal

Certificate: Paralegal certificate

Education: M.B.A. at Webster University in San Diego; B.A. of Science in Business Administration and Management at University of Redlands in San Diego

Practice Areas: Commercial Litigation, Construction Litigation, Mass Torts, Class Actions

Kemp, Jones & Coulthard, LLP

3800 Howard Hughes Parkway, Suite 1700

Las Vegas, NV 89169

Tel: (702) 385-6000 | Fax: (702) 385-6001

Nicole McLeod (paralegal)

Position: Paralegal

Certificate: Paralegal certificate, 2002

Practice Areas: Commercial Litigation, Construction Litigation, Mass Torts, Class Actions

STATE OF MINNESOTA**DISTRICT COURT****COUNTY OF HENNEPIN****FOURTH JUDICIAL DISTRICT**

In re: Syngenta Litigation and
Syngenta Class Action Litigation

Case Type: Civil Other
Honorable Laurie J. Miller

This Document Relates to:
**INDIVIDUAL CLAIMS
CLASS ACTION**

Court File Nos.: 27-CV-15-3785 and
27-CV-15-12625

**DECLARATION OF JAMIE L. COX, ESQ. IN SUPPORT OF MOTION FOR
AWARD OF ATTORNEY FEES**

I, Jamie L. Cox, Esq., declare and state as follows:

1. I am a partner at the law firm of WILLSON & PECHACEK, PLC (“W&P”), and am duly authorized by my partners in the firm to make this declaration on its behalf.

2. I submit this in support of Plaintiffs’ Motion for Award of Attorney Fees related to W&P’s work on behalf of individual clients, all of whom filed case in this consolidated action through KEMP, JONES & COULTHARD, LLP (“KJC”). W&P referred clients to KJC, and KJC litigated those claims in this consolidated action. I have personal knowledge of the matters set forth in this declaration, and, if called as a witness, could and would testify competently thereto.

3. W&P’s time and resources spent on this litigation for the corn producers have been contingent on the outcome of the action. W&P has not been paid for any of the time spent or reimbursed for expenses incurred on this litigation to date.

4. Frank W. Pechacek, Jr., Jamie L. Cox, Lonny L. Kolln II, and Lee Rankin were at all times partner attorneys in the law firm of W&P and worked with their individual agricultural clients relating to the claims in this matter. Benjamin Wischnowski was an associate attorney at W&P and worked with individual clients relating to their claims in this matter. Sherri Cooper and Annette Moore are legal assistants that assisted the attorneys of W&P with their clients' claims.

5. Frank W. Pechacek, Jr., was admitted to the Iowa bar in 1969, giving him forty-nine (49) years' experience practicing law. He has also been admitted to the Nebraska bar, and various Federal Courts. Mr. Pechacek's practice focuses primarily on representing agricultural clients with entity formation, probate, estate planning, trusts and real estate. He has received numerous awards and has held various board positions and memberships, including: Chair of the Business Law Section Council of the Iowa State Bar Association, Editor in Chief of the Iowa State Bar Association Business Law Practice Manual, National Crop Insurance Services Law Committee, Iowa Supreme Court Nominating Commissioner, and a Lifetime Honorary Director of the University of Iowa College of Law.

6. I, Jamie L. Cox, was admitted to the Iowa bar in 2002, giving me sixteen (16) years' experience practicing law. I have also been admitted to the Nebraska bar, and various Federal Courts. My practice focuses primarily on representing agricultural clients with crop insurance claims, trusts and estates litigation, employment law, and personal injury claims. I have received numerous awards, including: Super Lawyers Great Plains Rising Star, the Nationally Ranked Top 10 Under 40 National Academy of Personal

Injury Attorneys, and the America's Top 100 High Stakes Litigators—Iowa. I have held numerous leadership roles in several litigations and have extensive experience in representing clients in various complex litigations.

7. Lonny L. Kolln II was admitted to the Iowa bar in 2002, giving him sixteen (16) years' experience practicing law. He has also been admitted to the Nebraska bar, and various Federal Courts. Mr. Kolln's practice focuses primarily on representing agricultural clients with entity formation, probate, estate planning, trusts, elder law, taxation and real estate. He has received numerous awards and has held various board positions and memberships, including: Super Lawyers Great Plains Rising Star, the Council Bluffs Estate Planning Council, the Treynor State Bank Advisory Board, and Iowa Title Guaranty.

8. Lee M. Rankin was admitted to the Iowa bar in 2005, giving him thirteen (13) years' experience practicing law. He has also been admitted to the Nebraska bar. Mr. Rankin's practice focuses primarily on representing agricultural clients with entity formation, probate, estate planning, trusts, taxation and real estate. He has received numerous awards and has held various board positions and memberships, including: Super Lawyers Great Plains Rising Star and the Council Bluffs Estate Planning Council.

9. Benjamin Wischnowski was admitted to the Iowa bar in 2012, giving him six (6) years' experience practicing law. He has also been admitted to the Nebraska bar. Mr. Wischnowski's practice focuses primarily on representing clients with entity formation, probate, estate planning, trusts and real estate. He also has experience in representing agricultural clients in various litigations.

10. Sherri Cooper has been a legal assistant since 1978, giving her forty (40) years' experience assisting attorneys with the representation of their clients. She focuses her work primarily in the area of litigation.

11. Annette Moore also has been a legal assistant since 1978, giving her forty (40) years' experience assisting attorneys with the representation of their clients. She focuses her work primarily in the areas of entity formations and real estate.

12. W&P worked extensively in educating their individual corn producer clients about the matters involved in this litigation, meeting with and assisting said clients in obtaining the necessary information and documentation to support their claims in this matter, drafting initial pleadings for said clients, and counseling said clients throughout the pendency of the litigation.

13. W&P prepares and maintains contemporaneous records of its time spent and expenses incurred on every case it handles in the ordinary course of its business operations.

14. W&P did not submit any of its time or expenses to the Bassford Remele firm pursuant to the Common Benefit Orders. All of W&P's time and expenses were incurred to assist its individual corn producer clients.

15. As part of the preparation of my declaration, I or others at my direction re-reviewed all of W&P's time entries and expenses. After this re-review, I can confirm that all individual client time was undertaken by the members of my firm at my direction. I believe the individual client time information contained herein is accurate and reasonable and reflects necessary work on behalf of W&P's individual clients.

16. After exercising billing judgment based on a review of W&P's records, W&P's individual-client lodestar is \$163,043.50. This amount reflects W&P's normal rates charged in other similar actions, including for matters on behalf of W&P's hourly clients. W&P has ensured the time spent on this case was necessary and not duplicative of work done or being done by others. W&P made assignments in a coordinated manner to ensure that talents and resources were properly utilized. A breakdown of the lodestar is provided below.

Name	Title	Total Hours	Hourly Rate	Lodestar
Frank W. Pechacek, Jr.	Partner	88.2	\$285	\$ 25,137.00
Jamie L. Cox	Partner	400.6	\$285	\$114,171.00
Lonny L. Koln II	Partner	37.4	\$285	\$ 10,659.00
Lee Rankin	Partner	7.5	\$285	\$ 2,137.50
Benjamin Wischnowski	Associat	29.7	\$195	\$ 5,791.00
Sherri Cooper	Legal Asst.	7.6	\$145	\$ 1,102.00
Annette Moore	Legal Asst.	27.9	\$145	\$ 4,045.50
Totals		598.9		\$163,043.50

17. Had W&P not represented its individual clients, all of W&P's time spent on this litigation would have otherwise been spent on other work that generated fees.

18. My firm also incurred \$235.89 in expenses in connection with the prosecution of the litigation on behalf our individual clients. These expenses are reflected in W&P's records. These records are contemporaneously prepared from receipts, expense vouchers, check and credit card records, and other documents and are an accurate record of the expenses. However, pursuant to the terms of the contingent-fee agreements with

W&P's individual clients, which do not require the clients to pay expenses in addition to the fee, W&P does not see reimbursement of these individual-client expenses.

I declare under penalty of perjury that everything I have stated in this document is true and correct.

Executed on this 10th day of July, 2018, in Pottawattamie County, Iowa.

WILLSON & PECHACEK, P.L.C.

BY: 
JAMIE L. COX