

CONTRACT OF EMPLOYMENT AND CONSENT TO FEE SHARING

The undersigned, called "Client" (Client/Entity printed name: _____), hereby employs Watts Guerra LLP, Daniel M. Homolka, P.A. and Morrissey, Morrissey & Dalluge called "the Firms," as my attorneys to represent me in all claims, suits, or other matters arising out of and resulting from economic damages sustained as a result of the use of the **Syngenta GMO Products or those products' adverse affect on the U.S. corn market.**

- THE FIRMS' AUTHORITY.** Client fully authorizes and directs "the Firms" to manage and handle my claims as they deem proper and to investigate and prosecute them, with or without filing a lawsuit, in any manner they deem advisable. Client authorizes the Firms to deliver in my name any and all notices, receipts, authorizations, releases, pleadings and any other documents proper in and to the handling of my claims. **Client authorizes the Firms to use their professional judgment** and any relevant documents, records, or other information that the Firms deem necessary to the proper representation of Client, unless specifically instructed to do otherwise by Client. If, at any time, the Firms determine, for any permissible reason, that the prosecution of Client's claims should be discontinued, the Firms may withdraw from my representation.
- CLIENT'S COOPERATION.** Client agrees to cooperate fully with the Firms, disclose all relevant facts and promptly advise the Firms of any change in address or telephone number, and to promptly comply with all reasonable requests of the Firms on all matters related to this contract. Client will assist the Firms to collect documentation needed to prove the claim. Client understands that failure to fully cooperate may be a basis for termination of this contract. Client agrees not to attempt on his/her part to unilaterally settle the claims made the subject of this contract. The Client will rely exclusively upon the representation of the Firms during any settlement negotiations. **No settlement will be made without the Client's consent.**
- CONTINGENT FEE ARRANGEMENT.** The Firms will assume joint responsibility for Client's representation. In consideration of such legal services, Client hereby assigns and grants to the Firms **FORTY PERCENT (40%)** of any monies, interest, or property recovered. Client hereby consents to the Firms' sharing these attorneys' fees 66.7% to Watts Guerra LLP and 20.3% to Daniel M. Homolka, P.A. and 13.0% to Morrissey, Morrissey & Dalluge. **Attorneys' fees will be calculated based on the gross recovery. In the event there is no recovery, Client owes the Firms nothing.**
- EXPENSES PAID BY THE FIRMS.** The Firms agree to advance any and all reasonable expenses associated with the prosecution of client's claim. **The Firms will repay the expenses advanced out of their forty percent (40%) fee, and shall split the remainder as their fee in the percentages set forth in Paragraph 3 above.**
- MULTIPLE CLIENTS.** Client understands and agrees that the Firms may be representing more than one client in this matter and that the following aspects of joint representation have been disclosed: (1) that the Client might gain or lose some advantages if represented by separate counsel; (2) that the Firms cannot serve as an advocate for one client against another client, but must assist all clients in pursuing their common purposes; (3) that the Firms must deal impartially with every client; (4) that information received by the Firms from or on behalf of any jointly represented client concerning the matter may not be confidential or privileged as between the jointly-represented clients and may be disclosed to other jointly-represented clients as is deemed proper or necessary; (5) if a conflict arises between clients that results in the discharge or withdrawal of the Firms, the Firms might not be able to continue representing any of the clients involved; and (6) that the representation of all clients by the Firms will not necessarily expedite handling of the matter or reduce associated attorneys' fees and expenses. **Client consents to the Firms representing more than one client in this matter.**
- NO SOLICITATION OF CLIENT.** By signing and entering into this agreement, **Client hereby affirms that Client's case was not solicited by the Firms**, the agreement is not being entered into as a result of promises of money, no promises of a successful recovery have been made to Client, and Client has freely and voluntarily entered into this agreement. Client further affirms he or she has not signed a contract of employment previously retaining any other law firm to represent Client in this litigation against Syngenta.

EXECUTED this ____ day of _____, 201__.

READ AND ACCEPTED BY:

SIGN HERE



_____ Client/Authorized Signor

_____ For the Firms

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Entity Name (Corporation, Trust, LLC, etc): _____

State/County of Registration: State: _____ County: _____

Farmer Name/Entity Representative: First: _____ Middle: _____ Last: _____ Suffix: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Primary Phone: (____) _____ Email: _____

Type of Operation: (Farmer, Landlord, Purchaser, Elevator, Exporter, Insurer, Other): _____

2013: Total Corn Acres: _____ (your estimate is sufficient here)

2014: Total Corn Acres: _____ (your estimate is sufficient here)

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Please send completed form to Morrissey, Morrissey & Dalluge
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