

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:

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

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

*Agribase International Inc. v. Syngenta  
AG, et al., No. 2:15-cv-9900-JWL-JPO*

*Kellogg, et al., v. Watts Guerra, LLP,  
et al., No. 2:18-cv-2408-JWL-JPO*

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

MDL No. 2591

**ORDER GRANTING UNOPPOSED MOTION FOR DISBURSEMENT OF FUNDS  
FROM THE QUALIFIED SETTLEMENT FUND TO MAKE INTERIM  
PAYMENTS TO CLASS MEMBERS**

On February 6, 2020, Settlement Class Counsel filed an Unopposed Motion for Disbursement of Funds from the Qualified Settlement Fund to Make Interim Payments to Class Members. ECF No. 4339. Pursuant to Local Rule 6.1(d)(1), any responses to the Motion were due within 14 days of the filing of the Motion. No responses were filed, and the Motion was treated as unopposed. After review of this Motion, the Court finds that the Final Effective Date, as defined by the Settlement Agreement, has been met because the Final Approval Order is no longer subject to appeal. Specifically, appeals brought by Class Members who had objected to approval of the settlement have been dismissed with prejudice. The only remaining appeal from the Court's December 7, 2018 Memorandum and Order and Judgment was noticed by a law firm, as set forth in Plaintiffs' motion, who did not object to approval of the settlement and expressly

disclaimed an appeal from approval of the settlement (they appeal only the allocation of attorneys' fees). Settlement Class Counsel argue that this was not an appeal from an "order and judgment granting final approval of [the settlement]," which is how the Settlement Agreement defines Final Approval Order. No one filed an opposition to this motion. The Court agrees with Settlement Class Counsel and finds that there are no remaining appeals to the Final Approval Order, which makes the Final Approval Order "Final" as that term is defined by the settlement. *See* Settlement Agr., ECF 3507-2 at § 2.27 ("Final' with respect to this Agreement means one of the following conditions has occurred ... if there are any timely appeals of the Final Approval Order, then (i) all appellate courts with jurisdiction affirm the Final Approval Order or (ii) the appeal is dismissed or denied such that the Final Approval Order is no longer subject to further appeal."). This permits the parties to begin making distributions of the Settlement Fund under the terms of the Agreement.

The Court further finds that the Motion should be granted and the Court authorizes the Claims Administrator to:

1. Implement the interim payment process described in the Declaration of the Claims Administrator attached to the Motion, and
2. Transfer all funds estimated to be paid to Class Members, both for interim payments and final payments, to the bank chosen by the Claims Administrator for issuing payments.

**IT IS SO ORDERED.**

Dated this 28<sup>th</sup> day of February, 2020, in Kansas City, Kansas.

s/ John W. Lungstrum  
JOHN W. LUNGSTRUM  
United States District Judge