



UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

DALE SMITH,

Plaintiff,

vs.

SYNGENTA CROP PROTECTION LLC,
SYNGENTA AG, CHEVRON U.S.A. INC., and
DOES 1 through 50, inclusive,

Defendants.

)
) Civil Action No.:
)
)
) **ORIGINAL COMPLAINT**
)
) **JURY TRIAL DEMANDED**
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)
)

Plaintiff DALE SMITH, complaining of Defendants SYNGENTA CROP PROTECTION LLC, SYNGENTA AG, CHEVRON U.S.A. INC., and DOES 1 through 50, inclusive, files this Complaint, and would respectfully show as follows:

I. SUMMARY OF THE CASE

1. Paraquat is a synthetic chemical compound¹ that since the mid-1960s has been developed, registered, manufactured, distributed, sold for use, and used as an active ingredient in herbicide products (“paraquat”) developed, registered, formulated, distributed, and sold for use in the United States, including the State of California.

¹ Paraquat dichloride (EPA Pesticide Chemical Code 061601) or paraquat methosulfate (EPA Pesticide Chemical Code 061602).

1 2. Defendants are companies and successors-in-interest to companies that since 1964
2 have manufactured, distributed, and sold paraquat for use in California, acted in concert with others
3 who manufactured, distributed, and sold paraquat for use in California, sold and used paraquat in
4 California, or owned property in California where paraquat was used.

5 3. Plaintiff brings this suit against Defendants to recover damages for personal injuries
6 resulting from Plaintiff's exposure to paraquat over many years.

7 **II. PARTIES**

8 **A. Plaintiff**

9 4. Plaintiff Dale Smith is a citizen and resident of the State of Illinois who suffers
10 from Parkinson's disease ("PD") caused by exposure to the herbicide paraquat.

11 **B. Defendants**

12 5. Defendant Syngenta Crop Protection LLC ("SCPLLC") is a Delaware company
13 with its principal place of business in Greensboro, North Carolina. SCPLLC is a wholly owned
14 subsidiary of Defendant Syngenta AG.

15 6. Defendant Syngenta AG ("SAG") is a foreign corporation with its principal place
16 of business in Basel, Switzerland.

17 7. Defendant Chevron U.S.A., Inc. ("Chevron U.S.A.") is a Pennsylvania corporation
18 with its headquarters and principal place of business in San Ramon in Contra Costa County,
19 California.

20 8. The true names or capacities, whether individual, corporate, governmental, or
21 associate, of the defendants named herein as Doe are unknown to Plaintiff, who therefore sues said
22 defendants by such fictitious names. Plaintiff prays leave to amend this Complaint to show their
23 true names and capacities and/or bases for liability when the same have been finally determined.

24 9. Plaintiff is informed and believes, and upon such information and belief alleges,
25 that each of the defendants designated herein as Doe is strictly, negligently, or otherwise legally
26 responsible in some manner for the events and happenings herein referred to, and negligently or
27 otherwise caused injury and damages proximately thereby to Plaintiff as is hereinafter alleged.
28

1 10. At all times herein mentioned each and every of the Defendants was the agent,
2 servant, employee, joint venturer, alter ego, successor-in-interest, and predecessor-in-interest of
3 each of the other, and each was acting within the course and scope of their agency, service, joint
4 venture, alter ego relationship, employment, and corporate interrelationship.

5 **III. JURISDICTION AND VENUE**

6 11. This Court has subject-matter jurisdiction over this action under 28 U.S.C. § 1332
7 because there is complete diversity of the plaintiff and the defendants and the matter in controversy
8 exceeds the sum or value of \$75,000, exclusive of interest and costs.

9 12. This Court has personal jurisdiction over each of the Defendants in this diversity
10 case because a state court of California would have such jurisdiction, in that:

- 11 a. Over a period of two (Chevron) to six (Syngenta) decades, each Defendant and/or
12 its predecessor(s), together with those with whom they were acting in concert,
13 manufactured paraquat for use as an active ingredient in paraquat products,
14 distributed paraquat to formulators of paraquat products, formulated paraquat
15 products, marketed paraquat products to the California agricultural community,
16 and/or distributed paraquat products, intending that such products regularly would
17 be, and knowing they regularly were, sold and used in the State of California;
- 18 b. Plaintiff's claims against each Defendant arise out of these contacts between the
19 Defendant and/or its predecessor(s), together with those with whom they were
20 acting in concert, with the State of California; and
- 21 c. These contacts between each Defendant and/or its predecessors, together with those
22 with whom they were acting in concert, and the State of California, were so regular,
23 frequent, and sustained as to provide fair warning that it might be hauled into court
24 there, such that requiring it to defend this action in the State of California does not
25 offend traditional notions of fair play and substantial justice.

26 13. Venue is proper in this district under 28 U.S.C. §1391 because Defendants conduct
27 business in this District, are subject to jurisdiction in this district, and have sold, marketed, and or
28 distributed paraquat within this District at all times relevant to this suit, because a substantial part

1 of the acts or occurrences giving rise to this suit occurred within this District, and because
2 Defendant Chevron U.S.A. has its principal place of business in this District.

3 14. This action arises from the actions of Defendants, and in particular, the actions of
4 Defendant Chevron U.S.A., Inc. Defendant Chevron U.S.A., Inc. is a Pennsylvania corporation
5 with its principal place of business in San Ramon in Contra Costa County, California. Pursuant to
6 Local Rule 3-2(c), this claim may be assigned to either the San Francisco Division or the Oakland
7 Division

8 **IV. ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

9 **A. Defendants and their predecessors.**

10 *1. Syngenta Crop Protection LLC and Syngenta AG*

11 15. In 1926, four British chemical companies merged to create the British company
12 that then was known as Imperial Chemical Industries Ltd. and ultimately was known as Imperial
13 Chemical Industries PLC (“ICI”).

14 16. In or about 1971, ICI created or acquired a wholly owned U.S. subsidiary organized
15 under the laws of the State of Delaware, which at various times was known as Atlas Chemical
16 Industries Inc., ICI North America Inc., ICI America Inc., and ICI United States Inc., and
17 ultimately was known as ICI Americas Inc. (collectively “ICI Americas”).

18 17. In or about 1992, ICI merged its pharmaceuticals, agrochemicals, and specialty
19 chemicals businesses, including the agrochemicals business it had operated at one time through a
20 wholly owned British subsidiary known as Plant Protection Ltd. and later as a division within ICI,
21 into a wholly owned British subsidiary known as ICI Bioscience Ltd.

22 18. In 1993, ICI demerged its pharmaceuticals, agrochemicals, and specialty chemicals
23 businesses, from which it created the Zeneca Group, with the British company Zeneca Group PLC
24 as its ultimate parent company.

25 19. As a result of ICI’s demerger and creation of the Zeneca Group, ICI Bioscience Ltd.
26 was demerged from ICI and merged into, renamed, or continued its business under the same or
27 similar ownership and management as Zeneca Ltd., a wholly owned British subsidiary of Zeneca
28 Group PLC.

1 20. Before ICI's demerger and creation of the Zeneca Group, ICI had a Central
2 Toxicology Laboratory that performed and hired others to perform health and safety studies that
3 were submitted to the U.S. Department of Agriculture ("USDA") and the U.S. Environmental
4 Protection Agency ("EPA") to secure and maintain the registration of paraquat and other pesticides
5 for use in the United States.

6 21. As a result of ICI's demerger and creation of the Zeneca Group, ICI's Central
7 Toxicology Laboratory became Zeneca Ltd.'s Central Toxicology Laboratory.

8 22. After ICI's demerger and creation of the Zeneca Group, Zeneca Ltd.'s Central
9 Toxicology Laboratory continued to perform and hire others to perform health and safety studies
10 that were submitted to EPA to secure and maintain the registration of paraquat and other pesticides
11 for use in the United States.

12 23. As a result of ICI's demerger and creation of the Zeneca Group, ICI Americas was
13 demerged from ICI and merged into, renamed, or continued its business under the same or similar
14 ownership and management as Zeneca, Inc. ("Zeneca"), a wholly owned subsidiary of Zeneca
15 Group PLC organized under the laws of the State of Delaware.

16 24. In 1996, the Swiss pharmaceutical and chemical companies Ciba-Geigy Ltd. and
17 Sandoz AG merged to create the Novartis Group, with the Swiss company Novartis AG as the
18 ultimate parent company.

19 25. As a result of the merger that created the Novartis Group, Ciba-Geigy Corporation,
20 a wholly owned subsidiary of Ciba-Geigy Ltd. organized under the laws of the State of New York,
21 was merged into or continued its business under the same or similar ownership and management
22 as Novartis Crop Protection, Inc. ("NCPI"), a wholly owned subsidiary of Novartis AG organized
23 under the laws of the State of Delaware.

24 26. In 1999, the Swedish pharmaceutical company Astra AB merged with Zeneca
25 Group PLC to create the British company AstraZeneca PLC, of which Zeneca Ltd. and Zeneca
26 were wholly owned subsidiaries.

27 27. In 2000, Novartis AG and AstraZeneca PLC spun off and merged the Novartis
28 Group's crop protection and seeds businesses and AstraZeneca's agrochemicals business to create

1 the Syngenta Group, a global group of companies focused solely on agribusiness, with Defendant
2 Syngenta AG (“SAG”) as the ultimate parent company.

3 28. As a result of the Novartis/AstraZeneca spinoff and merger that created the
4 Syngenta Group, Zeneca Ltd. was merged into, renamed, or continued its business under the same
5 or similar ownership and management as Syngenta Ltd., a wholly owned British subsidiary of
6 SAG.

7 29. As a result of the Novartis/AstraZeneca spinoff and merger that created the
8 Syngenta Group, Zeneca Ltd.’s Central Toxicology Laboratory became Syngenta Ltd.’s Central
9 Toxicology Laboratory.

10 30. Since the Novartis/AstraZeneca spinoff and merger that created the Syngenta
11 Group, Syngenta Ltd.’s Central Toxicology Laboratory has continued to perform and hire others
12 to perform health and safety studies for submission to the EPA to secure and maintain the
13 registration of paraquat and other pesticides for use in the United States.

14 31. As a result of the Novartis/AstraZeneca spinoff and merger that created the
15 Syngenta Group, NCPI and Zeneca were merged into and renamed, or continued to do their
16 business under the same or similar ownership and management, as Syngenta Crop Protection, Inc.
17 (“SCPI”), a wholly owned subsidiary of SAG organized under the laws of the State of Delaware.

18 32. In 2010, SCPI was converted into Defendant Syngenta Crop Protection LLC
19 (“SCPLLC”), a wholly owned subsidiary of SAG organized and existing under the laws of the
20 State of Delaware with its principal place of business in Greensboro, North Carolina.

21 33. SAG is a successor in interest to the crop-protection business of its corporate
22 predecessor Novartis AG.

23 34. SAG is a successor in interest to the crop-protection business of its corporate
24 predecessor AstraZeneca PLC.

25 35. SAG is a successor in interest to the crop-protection business of its corporate
26 predecessor Zeneca Group PLC.

27 36. SAG is a successor in interest to the crop-protection business of its corporate
28 predecessor Imperial Chemical Industries PLC, previously known as Imperial Chemical Industries

1 Ltd.

2 37. SAG is a successor in interest to the crop-protection business of its corporate
3 predecessor ICI Bioscience Ltd.

4 38. SAG is a successor in interest to the crop-protection business of its corporate
5 predecessor Plant Protection Ltd.

6 39. SCPLLC is a successor in interest to the crop-protection business of its corporate
7 predecessor SCPI.

8 40. SCPLLC is a successor in interest to the crop-protection business of its corporate
9 predecessor NCPI.

10 41. SCPLLC is a successor in interest to the crop-protection business of its corporate
11 predecessor Ciba-Geigy Corporation.

12 42. SCPLLC is a successor in interest to the crop-protection business of its corporate
13 predecessor Zeneca Inc.

14 43. SCPLLC is a successor by merger or continuation of business to its corporate
15 predecessor ICI Americas Inc., previously known as Atlas Chemical Industries Inc., ICI North
16 America Inc., ICI America Inc., and ICI United States Inc.

17 44. SCPLLC is registered with the State of California, Secretary of State to do business
18 in the State of California. SCPLLC or its corporate predecessors have sufficient minimum contacts
19 with the State of California and have purposefully availed themselves of the privileges of
20 conducting business in the State of California, in that they:

21 a. secured and maintained the registration of paraquat products and other pesticides
22 with the CDPR to enable themselves and others to manufacture, distribute, sell, and
23 use these products in the State of California;

24 b. marketed, licensed, advertised, distributed, sold, and delivered paraquat and other
25 pesticides to chemical companies, licensees, distributors, and dealers whom they
26 expected to distribute and sell paraquat and other pesticides in or for use in the State
27 of California, including the Chevron Defendants and “Syngenta Retailers,” as well
28 as to applicators and farmers in the State of California;

- c. employed or utilized sales representatives to market and sell paraquat and other pesticides in California;
- d. maintained several locations throughout the State of California, including in the towns of Sanger, Granite Bay and Roseville;
- e. attended meetings of the CDPR's Pesticide Registration and Evaluation Committee relating to the registration of their pesticides, including paraquat;
- f. sponsored continuing education seminars for the CDPR at various locations in the State of California, including the towns of Oxnard, Seal Beach, Rancho Santa Fe, Somis, Orcutt, Woodland, and Pala;
- g. utilized California state courts to promote their pesticide business, including filing an action against the CDPR and another pesticide manufacturer for allegedly using Syngenta data to obtain approval of pesticides for others without its consent, *see Syngenta Crop Prot., Inc. v. Helliker*, 138 Cal. App. 4th 1135 (2006), and filing an action against the California EPA's Office of Environmental Health Hazard Assessment challenging the agency's decision to list its pesticide atrazine as a chemical known to cause reproductive toxicity under Proposition 65, *see Syngenta Crop Protection v. OEHHA* (Sacramento Superior Court Case No. 34-2014-800001868); and
- h. performed and funded the testing of pesticides in the State of California.

45. SCPLLC's contacts with the State of California are related to or gave rise to this controversy.

46. SAG exercises an unusually high degree of control over SCPLLC, such that SCPLLC is the agent or mere instrumentality of SAG. SCPLLC's contacts with California are thus imputed to SAG for purposes of jurisdiction. *See City of Greenville, Ill. v. Syngenta Crop Prot., Inc.*, 830 F. Supp. 2d 550 (S.D. Ill. 2011).

47. SCPLLC also does substantial business in the State of California, including the following:

- a. markets, advertises, distributes, sells, and delivers paraquat and other pesticides to

1 distributors, dealers, applicators, and farmers in the State of California;

- 2 b. secures and maintains the registration of paraquat and other pesticides with the EPA
3 and the State of California to enable itself and others to manufacture, distribute, sell,
4 and use these products in the State of California; and
5 c. performs, hires others to perform, and funds or otherwise sponsors or otherwise
6 funds the testing of pesticides in the State of California.

7 48. SAG is a foreign corporation organized and existing under the laws of Switzerland,
8 with its principal place of business in Basel, Switzerland.

9 49. SAG is a holding company that owns stock or other ownership interests, either
10 directly or indirectly, in other Syngenta Group companies, including SCPLLC.

11 50. SAG is a management holding company.

12 51. Syngenta Crop Protection AG (“SCPAG”), a Swiss corporation with its principal
13 place of business in Basel, Switzerland, is one of SAG’s direct, wholly owned subsidiaries.

14 52. SCPAG employs the global operational managers of production, distribution, and
15 marketing for the Syngenta Group’s Crop Protection (“CP”) and Seeds Divisions.

16 53. The Syngenta Group’s CP and Seeds Divisions are the business units through which
17 SAG manages its CP and Seeds product lines.

18 54. The Syngenta Group’s CP and Seeds Divisions are not and have never been
19 corporations or other legal entities.

20 55. SCP AG directly and wholly owns Syngenta International AG (“SIAG”).

21 56. SIAG is the “nerve center” through which SAG manages the entire Syngenta Group.

22 57. SIAG employs the “Heads” of the Syngenta Group’s CP and Seeds Divisions.

23 58. SIAG also employs the “Heads” and senior staff of various global functions of the
24 Syngenta Group, including Human Resources, Corporate Affairs, Global Operations, Research
25 and Development, Legal and Taxes, and Finance.

26 59. Virtually all of the Syngenta Group’s global “Heads” and their senior staff are
27 housed in the same office space in Basel, Switzerland.

28 60. SAG is the indirect parent of SCPLLC through multiple layers of corporate

1 ownership:

- 2 a. SAG directly and wholly owns Syngenta Participations AG;
- 3 b. Syngenta Participations AG directly and wholly owns Seeds JV C.V.;
- 4 c. Seeds JV C.V. directly and wholly owns Syngenta Corporation;
- 5 d. Syngenta Corporation directly and wholly owns Syngenta Seeds, LLC;
- 6 e. Syngenta Seeds, LLC directly and wholly owns SCPLLC.

7 61. Before SCPI was converted to SCPLLC, it was incorporated in Delaware, had its
8 principal place of business in North Carolina, and had its own board of directors.

9 62. SCPI's sales accounted for more than 47% of the sales for the entire Syngenta
10 Group in 2019.

11 63. SAG has purposefully organized the Syngenta Group, including SCPLLC, in such
12 a way as to attempt to evade the authority of courts in jurisdictions in which it does substantial
13 business.

14 64. Although the formal legal structure of the Syngenta Group is designed to suggest
15 otherwise, SAG in fact exercises an unusually high degree of control over its country-specific
16 business units, including SCPLLC, through a "matrix management" system of functional
17 reporting to global "Product Heads" in charge of the Syngenta Group's unincorporated Crop
18 Protection and Seeds Divisions, and to global "Functional Heads" in charge of human resources,
19 corporate affairs, global operations, research and development, legal and taxes, and finance.

20 65. The lines of authority and control within the Syngenta Group do not follow its
21 formal legal structure, but instead follow this global "functional" management structure.

22 66. SAG controls the actions of its far-flung subsidiaries, including SCPLLC, through
23 this global "functional" management structure.

24 67. SAG's board of directors has established a Syngenta Executive Committee ("SEC"),
25 which is responsible for the active leadership and the operative management of the Syngenta
26 Group, including SPLLC.

27 68. The SEC consists of the CEO and various global Heads, which currently are:

- 28 a. The Chief Executive Officer;

- b. Group General Counsel;
- c. The President of Global Crop Protection;
- d. The Chief Financial Officer;
- e. The President of Global Seeds; and
- f. The Head of Human Resources;

69. SIAG employs all of the members of the Executive Committee.

70. Global Syngenta Group corporate policies require SAG subsidiaries, including SPLLC, to operate under the direction and control of the SEC and other unincorporated global management teams.

71. SAG's board of directors meets five to six times a year.

72. In contrast, SCPI's board of directors rarely met, either in person or by telephone, and met only a handful of times over the last decade before SCPI became SCPLLC.

73. Most, if not all, of the SCPI board's formal actions, including selecting and removing SCPI officers, were taken by unanimous written consent pursuant to directions from the SEC or other Syngenta Group global or regional managers that were delivered via e-mail to SCPI board members.

74. Since SCPI became SCPLLC, decisions that are nominally made by the board or managers of SCPLLC in fact continue to be directed by the SEC or other Syngenta Group global or regional managers.

75. Similarly, Syngenta Seeds, Inc.'s board of directors appointed and removed SCPI board members at the direction of the SEC or other Syngenta Group global or regional managers.

76. Since SCPI became SCPLLC, the appointment and removal of the manager(s) of SCPLLC continues to be directed by the SEC or other Syngenta Group global or regional managers.

77. The management structure of the Syngenta Group's CP Division, of which SCPLLC is a part, is not defined by legal, corporate relationships, but by functional reporting relationships that disregard corporate boundaries.

78. Atop the CP Division is the CP Leadership Team (or another body with a different name but substantially the same composition and functions), which includes the President of

1 Global Crop Protection, the CP region Heads (including SCPLLC President Vern Hawkins), and
2 various global corporate function Heads.

3 79. The CP Leadership Team meets bi-monthly to develop strategy for new products,
4 markets, and operational efficiencies and to monitor performance of the Syngenta Group's
5 worldwide CP business.

6 80. Under the CP Leadership Team are regional leadership teams, including the North
7 America Regional Leadership Team (or another body with a different name but substantially the
8 same composition and functions), which oversees the Syngenta Group's U.S. and Canadian CP
9 business (and when previously known as the NAFTA Regional Leadership Team, also oversaw
10 the Syngenta Group's Mexican CP business).

11 81. The North America Regional Leadership Team is chaired by SCPLLC's president
12 and includes employees of SCPLLC and the Syngenta Group's Canadian CP company (and when
13 previously known as the NAFTA Regional Leadership Team, also included employees of the
14 Syngenta Group's Mexican CP company).

15 82. The Syngenta Group's U.S. and Canadian CP companies, including SCPLLC,
16 report to the North America Regional Leadership Team, which reports to the CP Leadership Team,
17 which reports to the SEC, which reports to SAG's board of directors.

18 83. Some members of the North America Regional Leadership Team, including some
19 SCPLLC employees, report or have in the past reported not to their nominal superiors within the
20 companies that employ them, but directly to the Syngenta Group's global Heads.

21 84. Syngenta Group global Heads that supervise SCPLLC employees participate and
22 have in the past participated in the performance reviews of these employees and in setting their
23 compensation.

24 85. The Syngenta Group's functional reporting lines have resulted in employees of
25 companies, including SCPLLC, reporting to officers of remote parent companies, officers of
26 affiliates with no corporate relationship other than through SAG, or officers of subsidiary
27 companies.

28 86. SCPLLC performs its functions according to its role in the CP Division structure:

- 1 a. CP Division development projects are proposed at the global level, ranked and
- 2 funded at the global level after input from functional entities such as the CP
- 3 Leadership Team and the North America Regional Leadership Team, and given
- 4 final approval by the SEC;
- 5 b. New CP products are developed by certain Syngenta Group companies or
- 6 functional groups that manage and conduct research and development functions for
- 7 the entire CP Division;
- 8 c. These products are then tested by other Syngenta Group companies, including
- 9 SCPLLC, under the direction and supervision of the SEC, the CP Leadership Team,
- 10 or other Syngenta Group global managers;
- 11 d. Syngenta Group companies, including SCPLLC, do not contract with or
- 12 compensate each other for this testing;
- 13 e. Rather, the cost of such testing is included in the testing companies' operating
- 14 budgets, which are established and approved by the Syngenta Group's global
- 15 product development managers and the SEC;
- 16 f. If a product shows promise based on this testing and the potential markets for the
- 17 product, either global or regional leaders (depending on whether the target market
- 18 is global or regional), not individual Syngenta Group companies such as SCPLLC,
- 19 decide whether to sell the product;
- 20 g. Decisions to sell the product must be approved by the SEC;
- 21 h. The products that are sold all bear the same Syngenta trademark and logo.

22 87. SCPLLC is subject to additional oversight and control by Syngenta Group global
23 managers through a system of "reserved powers" established by SAG and applicable to all
24 Syngenta Group companies.

25 88. These "reserved powers" require Syngenta Group companies to seek approval for
26 certain decisions from higher levels within the Syngenta Group's functional reporting structure.

27 89. For example, although SAG permits Syngenta Group companies to handle small
28 legal matters on their own, under the "reserved powers" system, SAG's Board of Directors must

1 approve settlements of certain types of lawsuits against Syngenta Group companies, including
2 SCPLLC, if their value exceeds an amount specified in the “reserved powers.”

3 90. Similarly, the appointments of senior managers at SCPLLC must be approved by
4 higher levels than SCPLLC’s own management, board of directors, or even its direct legal owner.

5 91. Although SCPLLC takes the formal action necessary to appoint its own senior
6 managers, this formal action is in fact merely the rubber-stamping of decisions that have already
7 been made by the Syngenta Group’s global management.

8 92. Although SAG subsidiaries, including SCPLLC, pay lip service to legal formalities
9 that give the appearance of authority to act independently, in practice many of their acts are
10 directed or pre-approved by the Syngenta Group’s global management.

11 93. SAG and the global management of the Syngenta Group restrict the authority of
12 SCPLLC to act independently in areas including:

- 13 a. Product development;
- 14 b. Product testing (among other things, SAG and the global management of the
15 Syngenta Group require SCPLLC to use Syngenta Ltd.’s Central Toxicology
16 Laboratory to design, perform, or oversee product safety testing that SCPLLC
17 submits to the EPA in support of the registrations of paraquat and other pesticides);
- 18 c. Production;
- 19 d. Marketing;
- 20 e. Sales;
- 21 f. Human resources;
- 22 g. Communications and public affairs;
- 23 h. Corporate structure and ownership
- 24 i. Asset sales and acquisitions
- 25 j. Key appointments to boards, committees and management positions;
- 26 k. Compensation packages;
- 27 l. Training for high-level positions; and
- 28 m. Finance (including day-to-day cash management) and tax.

1 94. Under the Syngenta Group’s functional management system, global managers
2 initiate, and the global Head of Human Resources oversees, international assignments and
3 compensation of managers employed by one Syngenta subsidiary to do temporary work for another
4 Syngenta subsidiary in another country. This international assignment program aims, in part, to
5 improve Syngenta Group-wide succession planning by developing corporate talent to make
6 employees fit for higher positions within the global Syngenta Group of companies.

7 95. Under this international assignment program, at the instance of Syngenta Group
8 global managers, SCPLLC officers and employees have been “seconded” to work at other SAG
9 subsidiaries, and officers and employees of other Syngenta Group subsidiaries have been
10 “seconded” to work at SCPLLC.

11 96. The Syngenta Group’s functional management system includes a central global
12 finance function—known as Syngenta Group Treasury—for the entire Syngenta Group.

13 97. The finances of all Syngenta Group companies are governed by a global treasury
14 policy that subordinates the financial interests of SAG’s subsidiaries, including SCPLLC, to the
15 interests of the Syngenta Group as a whole.

16 98. Under the Syngenta Group’s global treasury policy, Syngenta Group Treasury
17 controls daily cash sweeps from subsidiaries such as SCPLLC, holds the cash on account, and
18 lends it to other subsidiaries that need liquidity.

19 99. The Syngenta Group’s global treasury policy does not allow SAG subsidiaries such
20 as SCPLLC to seek or obtain financing from non-Syngenta entities without the approval of
21 Syngenta Group Treasury.

22 100. Syngenta Group Treasury also decides whether SCPLLC will issue a dividend or
23 distribution to its direct parent company, and how much that dividend will be.

24 101. SCPLLC’s board or management approves dividends and distributions mandated
25 by Syngenta Group Treasury without any meaningful deliberation.

26 102. SAG, through its agent or alter ego, SCPLLC, does substantial business in the State
27 of California, in the ways previously alleged as to SCPLLC.

28 2. Chevron

1 103. Chevron Chemical Company (“Chevron Chemical”) was a corporation organized
2 in 1928 under the laws of the State of Delaware.

3 104. In 1997, Chevron Chemical was merged into Chevron Chemical Company LLC
4 (“Chevron Chemical LLC”), a limited liability company organized under the laws of the State of
5 Delaware.

6 105. In the mid-2000s, Chevron Chemical LLC was merged into or continued to operate
7 under the same or similar ownership and management as Chevron Phillips Chemical Company LP
8 (“CP Chemical”).

9 106. CP Chemical is a successor in interest to the crop-protection business of its
10 corporate predecessor Chevron Chemical LLC.

11 107. CP Chemical is a successor by merger or continuation of business to its corporate
12 predecessor Chevron Chemical.

13 108. Defendant Chevron U.S.A. is a corporation organized and existing under the laws
14 of the State of Pennsylvania, with its principal place of business in the State of California.

15 109. Defendant Chevron U.S.A. is a successor in interest to the crop-protection business
16 of its corporate predecessor Chevron Chemical LLC.

17 110. Defendant Chevron U.S.A. is a successor in interest to the crop-protection business
18 of its corporate predecessor CP Chemical.

19 111. In the mid-2000s, Chevron USA entered into an agreement in which it expressly
20 assumed the liabilities of Chevron Chemical and Chevron Chemical LLC arising from Chevron
21 Chemical’s then-discontinued agrichemical business, which included the design, registration,
22 manufacture, formulation, packaging, labeling, distribution, marketing, and sale of paraquat
23 products in the United States as alleged in this Complaint.

24 **B. Paraquat manufacture, distribution, and sale**

25 112. ICI, a legacy company of Syngenta, claims to have discovered the herbicidal
26 properties of paraquat in 1955.

27 113. The leading manufacturer of paraquat is Syngenta, which (as ICI) developed the
28 active ingredient in paraquat in the early 1960s.

1 114. ICI produced the first commercial paraquat formulation and registered it in England
2 in 1962.

3 115. Paraquat was marketed in 1962 under the brand name Gramoxone.

4 116. Paraquat first became commercially available for use in the United States in 1964.

5 117. In or about 1964, ICI and Chevron Chemical entered into agreements regarding the
6 licensing and distribution of paraquat (“the ICI-Chevron Chemical Agreements”).

7 118. In or about 1971, ICI Americas became a party to the ICI-Chevron Chemical
8 Agreements on the same terms as ICI.

9 119. The ICI-Chevron Chemical Agreements were renewed or otherwise remained in
10 effect until about 1986.

11 120. In the ICI-Chevron Chemical Agreements, ICI and ICI Americas granted Chevron
12 Chemical a license to their patents and technical information to permit Chevron Chemical to
13 formulate or have formulated, use, and sell paraquat in the United States and to grant sub-licenses
14 to others to do so.

15 121. In the ICI-Chevron Chemical Agreements, Chevron Chemical granted ICI and ICI
16 Americas a license to its patents and technical information to permit ICI and ICI Americas to
17 formulate or have formulated, use, and sell paraquat throughout the world and to grant sub-licenses
18 to others to do so.

19 122. In the ICI-Chevron Chemical Agreements, ICI and ICI Americas and Chevron
20 Chemical agreed to exchange patent and technical information regarding paraquat.

21 123. In the ICI-Chevron Chemical Agreements, ICI and ICI Americas granted Chevron
22 Chemical exclusive rights to distribute and sell paraquat in the United States.

23 124. In the ICI-Chevron Chemical Agreements, ICI and ICI Americas granted Chevron
24 Chemical a license to distribute and sell paraquat in the U.S. under the ICI-trademarked brand
25 name Gramoxone.

26 125. ICI and ICI Americas and Chevron Chemical entered into the ICI-Chevron
27 Chemical Agreements to divide the worldwide market for paraquat between them.

28 126. Under the ICI-Chevron Chemical Agreements, Chevron Chemical distributed and

1 sold paraquat in the U.S. and ICI and ICI Americas distributed and sold paraquat outside the United
2 States.

3 127. Under the ICI-Chevron Chemical Agreements and related agreements, both ICI and
4 ICI Americas and Chevron Chemical distributed and sold paraquat under the ICI-trademarked
5 brand name Gramoxone.

6 128. Under the ICI-Chevron Chemical Agreements, ICI and ICI Americas and Chevron
7 Chemical exchanged patent and technical information regarding paraquat.

8 129. Under the ICI-Chevron Chemical Agreements, ICI and ICI Americas provided to
9 Chevron Chemical health and safety and efficacy studies performed or procured by ICI's Central
10 Toxicology Laboratory, which Chevron Chemical then submitted to the USDA and the EPA to
11 secure and maintain the registration of paraquat for manufacture, formulation, distribution, and
12 sale for use in the United States.

13 130. Under the ICI-Chevron Chemical Agreements and related agreements, ICI and ICI
14 Americas manufactured and sold paraquat to Chevron Chemical that Chevron Chemical then
15 distributed and sold in the United States, including in California, where Chevron Chemical
16 registered paraquat products with the State of California and marketed, advertised, and promoted
17 them to California distributors, dealers, applicators, and farmers.

18 131. Under the ICI-Chevron Chemical Agreements and related agreements, Chevron
19 Chemical distributed and sold paraquat in the United States under the ICI-trademarked brand name
20 Gramoxone and other names, including in California, where Chevron Chemical registered such
21 products with the State of California to enable them to be lawfully distributed, sold, and used in
22 California, and marketed, advertised, and promoted them to California distributors, dealers,
23 applicators, and farmers.

24 132. SAG and its corporate predecessors and others with whom they acted in concert
25 have manufactured, formulated, distributed, and sold paraquat for use in the United States from
26 about 1964 through the present, and at all relevant times intended or expected their paraquat
27 products to be distributed and sold in California, where they registered such products with the State
28 of California to enable them to be lawfully distributed, sold, and used in California, and marketed,

1 advertised, and promoted them to California distributors, dealers, applicators, and farmers.

2 133. SAC and its corporate predecessors and others with whom they acted in concert
3 have submitted health and safety and efficacy studies to the USDA and the EPA to support the
4 registration of paraquat for manufacture, formulation, distribution, and sale for use in the United
5 States from about 1964 through the present.

6 134. SCPLLC and its corporate predecessors and others with whom they acted in concert
7 have manufactured, formulated, distributed, and sold paraquat for use in the United States from
8 about 1971 through the present, and at all relevant times intended or expected their paraquat
9 products to be distributed and sold in California, where they registered such products with the State
10 of California to enable them to be lawfully distributed, sold, and used in California, and marketed,
11 advertised, and promoted them to California distributors, dealers, applicators, and farmers.

12 135. SCPLLC and its corporate predecessors and others with whom they acted in concert
13 have submitted health and safety and efficacy studies to the EPA to support the registration of
14 paraquat for manufacture, formulation, distribution, and sale for use in the United States from
15 about 1971 through the present.

16 136. Chevron Chemical manufactured, formulated, distributed, and sold paraquat for use
17 in the United States from about 1964 through at least 1986, acting in concert with ICI and ICI
18 Americas throughout this period, including in California, where Chevron Chemical registered such
19 products with the State of California to enable them to be lawfully distributed, sold, and used in
20 California, and marketed, advertised, and promoted them to California distributors, dealers,
21 applicators, and farmers.

22 137. Beginning in approximately 1975, Plaintiff was repeatedly exposed to and inhaled,
23 ingested, or absorbed paraquat in the course of applying it as an herbicide.

24 138. As a direct result of his exposure to paraquat, Plaintiff was diagnosed with PD.

25 139. Plaintiff had no reason to suspect his diagnosis was connected to his past paraquat
26 exposure.

27 140. No doctor or any other person ever told Plaintiff that his Parkinson's disease was
28 or could have been caused by exposure to paraquat.

1 141. Before April 2021, Plaintiff had never read or heard of any articles in newspapers,
2 scientific journals, or other publications that associated Parkinson's disease with paraquat.

3 142. Before April 2021, Plaintiff had never read or heard of any lawsuit alleging that
4 paraquat causes Parkinson's disease.

5 143. At no time when using paraquat himself was Plaintiff aware that exposure to
6 paraquat could cause any latent injury, including any neurological injury or Parkinson's disease,
7 or that any precautions were necessary to prevent any latent injury that could be caused by
8 exposure to paraquat.

9 144. On information and belief, Plaintiff was exposed to paraquat manufactured,
10 distributed, and sold at different times as to each Defendant, its corporate predecessors, and others
11 with whom they acted in concert, and not necessarily throughout the entire period of his exposure
12 as to any particular Defendant, its corporate predecessors, and others with whom they acted in
13 concert.

14 **C. Paraquat use**

15 145. Since 1964, paraquat has been used in the United States to kill broadleaf weeds and
16 grasses before the planting or emergence of more than 100 field, fruit, vegetable, and plantation
17 crops, to control weeds in orchards, and to desiccate (dry) plants before harvest. At all relevant
18 times, the use of Defendants' paraquat for these purposes was intended or directed by or reasonably
19 foreseeable to, and was known to or foreseen by, Defendants.

20 146. At all relevant times, where paraquat was used, it was commonly used multiple
21 times per year on the same land, particularly when used to control weeds in orchards or on farms
22 with multiple crops planted on the same land within a single growing season or year, and such use
23 was as intended or directed or reasonably foreseeable. The use of Defendants' paraquat for these
24 purposes was intended or directed by or reasonably foreseeable to, and was known to or foreseen
25 by, Defendants.

26 147. At all relevant times, paraquat manufactured, distributed, sold, and sprayed or
27 caused to be sprayed by Defendants, Defendants' corporate predecessors, and others with whom
28 they acted in concert was typically sold to end-users in the form of liquid concentrates (and less

1 commonly in the form of granular solids) designed to be diluted with water before or after loading
2 it into the tank of a sprayer and applied by spraying it onto target weeds.

3 148. At all relevant times, concentrates containing paraquat manufactured, distributed,
4 sold, and sprayed or caused to be sprayed by Defendants, Defendants' corporate predecessors, and
5 others with whom they acted in concert typically were formulated with one or more "surfactants"
6 to increase the ability of the herbicide to stay in contact with the leaf, penetrate the leaf's waxy
7 surface, and enter into plant cells, and the accompanying instructions typically told end-users to
8 add a surfactant or crop oil (which as typically formulated contains a surfactant) before use.

9 149. At all relevant times, paraquat typically was applied with a knapsack sprayer, hand-
10 held sprayer, aircraft (i.e., crop duster), truck with attached pressurized tank, or tractor-drawn
11 pressurized tank, and such use was as intended or directed or was reasonably foreseeable.

12 **D. Paraquat exposure**

13 150. At all relevant times, it was reasonably foreseeable that when paraquat was used in
14 the manner intended or directed or in a reasonably foreseeable manner, users of paraquat and
15 persons nearby would be exposed to paraquat while it was being mixed and loaded into the tanks
16 of sprayers, including as a result of spills, splashes, and leaks.

17 151. At all relevant times, it was reasonably foreseeable that when paraquat was used in
18 the manner intended or directed or in a reasonably foreseeable manner, persons who sprayed
19 paraquat or were in or near areas where it was being or recently had been sprayed would be exposed
20 to paraquat, including as a result of spray drift, the movement of herbicide spray droplets from the
21 target area to an area where herbicide application was not intended, typically by wind, and as a
22 result of contact with sprayed plants.

23 152. At all relevant times, it was reasonably foreseeable that when paraquat was used in
24 the manner intended or directed or in a reasonably foreseeable manner, users of paraquat and
25 persons nearby would be exposed to paraquat, including as a result of spills, splashes, and leaks,
26 while equipment used to spray it was being emptied or cleaned or clogged spray nozzles, lines, or
27 valves were being cleared.

28 153. At all relevant times, it was reasonably foreseeable that paraquat could enter the

1 human body via absorption through or penetration of the skin, mucous membranes, and other
2 epithelial tissues, including tissues of the mouth, nose and nasal passages, trachea, and conducting
3 airways, particularly where cuts, abrasions, rashes, sores, or other tissue damage was present.

4 154. At all relevant times, it was reasonably foreseeable that paraquat could enter the
5 human body via respiration into the lungs, including the deep parts of the lungs where respiration
6 (gas exchange) occurred.

7 155. At all relevant times, it was reasonably foreseeable that paraquat could enter the
8 human body via ingestion into the digestive tract of small droplets swallowed after entering the
9 mouth, nose, or conducting airways.

10 156. At all relevant times, it was reasonably foreseeable that paraquat that entered the
11 human body via ingestion into the digestive tract could enter the enteric nervous system (the part
12 of the nervous system that governs the function of the gastrointestinal tract).

13 157. At all relevant times, it was reasonably foreseeable that paraquat that entered the
14 human body, whether via absorption, respiration, or ingestion, could enter the bloodstream.

15 158. At all relevant times, it was reasonably foreseeable that paraquat that entered the
16 bloodstream could enter the brain, whether through the blood-brain barrier or parts of the brain not
17 protected by the blood-brain barrier.

18 159. At all relevant times, it was reasonably foreseeable that paraquat that entered the
19 nose and nasal passages could enter the brain through the olfactory bulb (a part of the brain
20 involved in the sense of smell), which is not protected by the blood-brain barrier.

21 **E. Parkinson's disease**

22 160. PD is progressive neurodegenerative disorder of the brain that affects primarily the
23 motor system, the part of the central nervous system that controls movement.

24 161. Scientists who study PD generally agree that fewer than 10% of all PD cases are
25 caused by inherited genetic mutations alone, and that more than 90% are caused by a combination
26 of environmental factors, genetic susceptibility, and the aging process.

27 *1. Symptoms and treatment*

28 162. The characteristic symptoms of PD are its “primary” motor symptoms: resting

1 tremor (shaking movement when the muscles are relaxed), bradykinesia (slowness in voluntary
2 movement and reflexes), rigidity (stiffness and resistance to passive movement), and postural
3 instability (impaired balance).

4 163. PD's primary motor symptoms often result in "secondary" motor symptoms such
5 as freezing of gait; shrinking handwriting; mask-like expression; slurred, monotonous, quiet voice;
6 stooped posture; muscle spasms; impaired coordination; difficulty swallowing; and excess saliva
7 and drooling caused by reduced swallowing movements.

8 164. Non-motor symptoms-such as loss of or altered sense of smell; constipation; low
9 blood pressure on rising to stand; sleep disturbances; and depression-are present in most cases of
10 PD, often for years before any of the primary motor symptoms appear.

11 165. There is currently no cure for PD. No treatment will slow, stop, or reverse its
12 progression, and the treatments most-commonly prescribed for its motor symptoms tend to become
13 progressively less effective, and to cause unwelcome side effects, the longer they are used.

14 2. Pathophysiology

15 166. The selective degeneration and death of dopaminergic neurons (dopamine-
16 producing nerve cells) in a part of the brain called the substantia nigra pars compacta ("SNpc") is
17 one of the primary pathophysiological hallmarks of PD.

18 167. Dopamine is a neurotransmitter (a chemical messenger that transmits signals from
19 one neuron to another neuron, muscle cell, or gland cell) that is critical to the brain's control of
20 motor function (among other things).

21 168. The death of dopaminergic neurons in the SNpc decreases the production of
22 dopamine.

23 169. Once dopaminergic neurons die, they are not replaced; when enough dopaminergic
24 neurons have died, dopamine production falls below the level the brain requires for proper control
25 of motor function, resulting in the motor symptoms of PD.

26 170. The presence of Lewy bodies (insoluble aggregates of a protein called alpha-
27 synuclein) in many of the remaining dopaminergic neurons in the SNpc is another of the primary
28 pathophysiological hallmarks of PD.

1 171. Dopaminergic neurons are particularly susceptible to oxidative stress, a disturbance
2 in the normal balance between oxidants present in cells and cells' antioxidant defenses.

3 172. Scientists who study PD generally agree that oxidative stress is a major factor in—
4 if not the precipitating cause of—the degeneration and death of dopaminergic neurons in the SNpc
5 and the accumulation of Lewy bodies in the remaining dopaminergic neurons that are the primary
6 pathophysiological hallmarks of PD.

7 **F. Paraquat's toxicity**

8 173. Paraquat is highly toxic to both plants and animals.

9 174. Paraquat injures and kills plants by creating oxidative stress that causes or
10 contributes to cause the degeneration and death of plant cells.

11 175. Paraquat injures and kills humans and other animals by creating oxidative stress
12 that causes or contributes to cause the degeneration and death of animal cells.

13 176. Paraquat creates oxidative stress in the cells of plants and animals because of “redox
14 properties” that are inherent in its chemical composition and structure: it is a strong oxidant, and
15 it readily undergoes “redox cycling” in the presence of molecular oxygen, which is plentiful in
16 living cells.

17 177. The redox cycling of paraquat in living cells interferes with cellular functions that
18 are necessary to sustain life—photosynthesis in the case of plant cells and cellular respiration in
19 the case of animal cells.

20 178. The redox cycling of paraquat in living cells creates a “reactive oxygen species”
21 known as superoxide radical, an extremely reactive molecule that can initiate a cascading series of
22 chemical reactions that creates other reactive oxygen species that damage lipids, proteins, and
23 nucleic acids—molecules that are essential components of the structures and functions of living
24 cells.

25 179. Because the redox cycling of paraquat can repeat indefinitely in the conditions
26 typically present in living cells, a single molecule of paraquat can trigger the production of
27 countless molecules of destructive superoxide radical.

28 180. Paraquat's redox properties have been known since at least the 1930s.

1 181. That paraquat is toxic to the cells of plants and animals because it creates oxidative
2 stress through redox cycling has been known since at least the 1960s.

3 182. The surfactants with which the concentrates containing paraquat manufactured,
4 distributed, and sold by Defendants, Defendants' corporate predecessors, and others with whom
5 they acted in concert typically were formulated were likely to increase paraquat's toxicity to
6 humans by increasing its ability to stay in contact with or penetrate the skin, mucous membranes,
7 and other epithelial tissues, including tissues of the mouth, nose and nasal passages, trachea, and
8 conducting airways, the lungs, and the gastrointestinal tract.

9 **G. Paraquat and Parkinson's disease**

10 183. The same redox properties that make paraquat toxic to plant cells and other types
11 of animal cells make it toxic to dopaminergic neurons—paraquat is a strong oxidant that interferes
12 with the function of, damages, and ultimately kills dopaminergic neurons by creating oxidative
13 stress through redox cycling.

14 184. Although PD is not known to occur naturally in any species other than humans, PD
15 research is often performed using "animal models," in which scientists artificially produce in
16 laboratory animals conditions that show features of PD.

17 185. Paraquat is one of only a handful of toxins that scientists use to produce animal
18 models of PD.

19 186. In animal models of PD, hundreds of studies involving various routes of exposure
20 have found that paraquat creates oxidative stress that results in the degeneration and death of
21 dopaminergic neurons in the SNpc, other pathophysiology consistent with that seen in human PD,
22 and motor deficits and behavioral changes consistent with those commonly seen in human PD.

23 187. Hundreds of in vitro studies have found that paraquat creates oxidative stress that
24 results in the degeneration and death of dopaminergic neurons (and many other types of animal
25 cells).

26 188. Many epidemiological studies (studies of the patterns and causes of disease in
27 defined populations) have found an association between paraquat exposure and PD, including
28 multiple studies finding a two- to five-fold or greater increase in the risk of PD in populations with

1 occupational exposure to paraquat compared to populations without such exposure.

2 189. Defendants had knowledge of these studies and the relationship between paraquat
3 exposure and PD but actively and fraudulently concealed this information from Plaintiff and others.

4 **H. Paraquat regulation**

5 190. The Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), 7 U.S.C. §
6 136 et seq., which regulates the distribution, sale, and use of pesticides within the United States,
7 requires that pesticides be registered with the EPA prior to their distribution, sale, or use, except
8 as described by FIFRA. 7 U.S.C. 136a(a).

9 191. As part of the pesticide registration process, the EPA requires, among other things,
10 a variety of tests to evaluate the potential for exposure to pesticides, toxicity to people and other
11 potential non-target organisms, and other adverse effects on the environment.

12 192. As a general rule, FIFRA requires registrants to perform health and safety testing
13 of pesticides.

14 193. FIFRA does not require the EPA to perform health and safety testing of pesticides
15 itself, and the EPA generally does not perform such testing.

16 194. The EPA registers (or re-registers) a pesticide if it believes, based largely on studies
17 and data submitted by the registrant, that:

- 18 a. its composition is such as to warrant the proposed claims for it, 7 U.S.C. §
19 136a(c)(5)(A);
- 20 b. its labeling and other material required to be submitted comply with the
21 requirements of FIFRA, 7 U.S.C. § 136a(c)(5)(B);
- 22 c. it will perform its intended function without unreasonable adverse effects on the
23 environment, 7 U.S.C. § 136a(c)(5)(C); and
- 24 d. when used in accordance with widespread and commonly recognized practice it
25 will not generally cause unreasonable adverse effects on the environment, 7 U.S.C.
26 § 136a(c)(5)(D).

27 195. FIFRA defines “unreasonable adverse effects on the environment” as “any
28 unreasonable risk to man or the environment, taking into account the economic, social, and

1 environmental costs and benefits of the use of any pesticide.” 7 U.S.C. § 136(bb).

2 196. Under FIFRA, “[a]s long as no cancellation proceedings are in effect registration
3 of a pesticide shall be prima facie evidence that the pesticide, its labeling and packaging comply
4 with the registration provisions of [FIFRA].” 7 U.S.C. § 136a(f)(2).

5 197. However, FIFRA further provides that “[i]n no event shall registration of an article
6 be construed as a defense for the commission of any offense under [FIFRA].” 7 U.S.C. § 136a(f)(2).

7 198. The distribution or sale of a pesticide that is misbranded is an offense under FIFRA,
8 which provides in relevant part that “it shall be unlawful for any person in any State to distribute
9 or sell to any person . . . any pesticide which is . . . misbranded.” 7 U.S.C. § 136j(a)(1)(E).

10 199. A pesticide is misbranded under FIFRA if, among other things:

- 11 a. its labeling bears any statement, design, or graphic representation relative thereto
12 or to its ingredients that is false or misleading in any particular, 7 U.S.C. §
13 136(q)(1)(A);
- 14 b. the labeling accompanying it does not contain directions for use which are
15 necessary for effecting the purpose for which the product is intended and if
16 complied with, together with any requirements imposed under Section 136a(d) of
17 the title, are adequate to protect health and the environment, 7 U.S.C. §
18 136(q)(1)(F); or
- 19 c. the label does not contain a warning or caution statement that may be necessary and
20 if complied with, together with any requirements imposed under section 136a(d) of
21 the title, is adequate to protect health and the environment,” 7 U.S.C. § 136(q)(1)(G).

22 200. Plaintiff does not seek in this action to impose on Defendants any labeling or
23 packaging requirement in addition to or different from those required under FIFRA; accordingly,
24 any allegation in this complaint that a Defendant breached a duty to provide adequate directions
25 for the use of paraquat or warnings about paraquat, breached a duty to provide adequate packaging
26 for paraquat, or concealed, suppressed, or omitted to disclose any material fact about paraquat or
27 engaged in any unfair or deceptive practice regarding paraquat, that allegation is intended and
28 should be construed to be consistent with that alleged breach, concealment, suppression, or

1 omission, or unfair or deceptive practice, having rendered the paraquat “misbranded” under
2 FIFRA; however, Plaintiff brings claims and seek relief in this action only under state law, and do
3 not bring any claims or seek any relief in this action under FIFRA.

4 **V. ALLEGATIONS COMMON TO SPECIFIC CAUSES OF ACTION**

5 **A. Strict product liability – design defect**

6 201. At all relevant times, Defendants, Defendants’ corporate predecessors, and others
7 with whom they acted in concert were engaged in the U.S. paraquat business.

8 202. At all relevant times, Defendants, Defendants’ corporate predecessors, and others
9 with whom they acted in concert were engaged in the business of designing, manufacturing,
10 distributing, and selling pesticides, and designed, manufactured, distributed, and sold paraquat.

11 203. The paraquat that Defendants, Defendants’ corporate predecessors, and others with
12 whom they acted in concert designed, manufactured, distributed, and sold and to which Plaintiff
13 was exposed was in a defective condition that made it unreasonably dangerous, in that when used
14 in the intended and directed manner or a reasonably foreseeable manner:

- 15 a. it was designed, manufactured, formulated, and packaged such that it was likely to
16 be inhaled, ingested, and absorbed into the bodies of persons who used it, who were
17 nearby while it was being used, or who entered fields or orchards where it had been
18 sprayed or areas near where it had been sprayed; and
- 19 b. when inhaled, ingested, or absorbed into the bodies of persons who used it, who
20 were nearby while it was being used, or who entered fields or orchards where it had
21 been sprayed or areas near where it had been sprayed, it was likely to cause or
22 contribute to cause latent neurological damage that was both permanent and
23 cumulative, and repeated exposures were likely to cause or contribute to cause
24 clinically significant neurodegenerative disease, including PD, to develop long
25 after exposure.

26 204. This defective condition existed in the paraquat that Defendants, Defendants’
27 corporate predecessors, and others with whom they acted in concert designed, manufactured,
28 distributed, and sold and to which Plaintiff was exposed when it left the control of Defendants,

1 Defendants' corporate predecessors, and others with whom they acted in concert and was placed
2 into the stream of commerce.

3 205. As a result of this defective condition, the paraquat that Defendants, Defendants'
4 corporate predecessors, and others with whom they acted in concert designed, manufactured,
5 distributed, and sold and to which Plaintiff was exposed either failed to perform in the manner
6 reasonably to be expected in light of its nature and intended function, or the magnitude of the
7 dangers outweighed its utility.

8 206. The paraquat that Defendants, Defendants' corporate predecessors, and others with
9 whom they acted in concert designed, manufactured, distributed, and sold and to which Plaintiff
10 was exposed was used in the intended and directed manner or a reasonably foreseeable manner.

11 **B. Strict product liability – failure to warn**

12 207. At all times relevant to this claim, Defendants, Defendants' corporate predecessors,
13 and others with whom they acted in concert were engaged in the business of designing,
14 manufacturing, distributing, and selling pesticides, and designed, manufactured, distributed, and
15 sold paraquat.

16 208. When Defendants, Defendants' corporate predecessors, and others with whom they
17 acted in concert designed, manufactured, distributed, and sold the paraquat to which Plaintiff was
18 exposed, Defendants, Defendants' corporate predecessors, and others with whom they acted in
19 concert knew or in the exercise of ordinary care should have known that when used in the intended
20 and directed manner or a reasonably foreseeable manner:

- 21 a. it was designed, manufactured, formulated, and packaged such that it was likely to
22 be inhaled, ingested, and absorbed into the bodies of persons who used it, who were
23 nearby while it was being used, or who entered fields or orchards where it had been
24 sprayed or areas near where it had been sprayed; and
25 b. when inhaled, ingested, or absorbed into the bodies of persons who used it, who
26 were nearby while it was being used, or who entered fields or orchards where it had
27 been sprayed or areas near where it had been sprayed, it was likely to cause or
28 contribute to cause latent neurological damage that was both permanent and

1 cumulative, and repeated exposures were likely to cause or contribute to cause
2 clinically significant neurodegenerative disease, including PD, to develop long
3 after exposure.

4 209. The paraquat that Defendants, Defendants' corporate predecessors, and others with
5 whom they acted in concert designed, manufactured, distributed, and sold and to which Plaintiff
6 was exposed was in a defective condition that made it unreasonably dangerous when it was used
7 in the intended and directed manner or a reasonably foreseeable manner, in that:

- 8 a. it was not accompanied by directions for use that would have made it unlikely to
9 be inhaled, ingested, and absorbed into the bodies of persons who used it, who were
10 nearby while it was being used, or who entered fields or orchards where it had been
11 sprayed or areas near where it had been sprayed; and
- 12 b. it was not accompanied by a warning that when inhaled, ingested, or absorbed into
13 the bodies of persons who used it, who were nearby while it was being used, or who
14 entered fields or orchards where it had been sprayed or areas near where it had been
15 sprayed, it was likely to cause or contribute to cause latent neurological damage
16 that was both permanent and cumulative, and that repeated exposures were likely
17 to cause or contribute to cause clinically significant neurodegenerative disease,
18 including PD, to develop long after exposure.

19 210. This defective condition existed in the paraquat that Defendants, Defendants'
20 corporate predecessors, and others with whom they acted in concert designed, manufactured,
21 distributed, and sold and to which Plaintiff was exposed when it left the control of Defendants,
22 Defendants' corporate predecessors, and others with whom they acted in concert and was placed
23 into the stream of commerce.

24 211. As a result of this defective condition, the paraquat that Defendants, Defendants'
25 corporate predecessors, and others with whom they acted in concert designed, manufactured,
26 distributed, and sold and to which Plaintiff was exposed either failed to perform in the manner
27 reasonably to be expected in light of its nature and intended function, or the magnitude of the
28 dangers outweighed its utility.

1 212. The paraquat that Defendants, Defendants' corporate predecessors, and others with
2 whom they acted in concert designed, manufactured, distributed, and sold and to which Plaintiff
3 was exposed was used in the intended and directed manner or a reasonably foreseeable manner.

4 **C. Negligence**

5 213. At all times relevant to this claim, Defendants, Defendants' corporate predecessors,
6 and others with whom they acted in concert were engaged in the business of designing,
7 manufacturing, distributing, and selling pesticides, and designed, manufactured, distributed, and
8 sold paraquat.

9 214. The paraquat that Defendants, Defendants' corporate predecessors, and others with
10 whom they acted in concert designed, manufactured, distributed, and sold and to which Plaintiff
11 was exposed was used in the intended and directed manner or a reasonably foreseeable manner.

12 215. At all times relevant to this claim, in designing, manufacturing, packaging, labeling,
13 distributing, and selling paraquat, and in acting in concert with others who did so, Defendants,
14 Defendants' corporate predecessors, and others with whom they acted in concert owed a duty to
15 exercise ordinary care for the health and safety of the persons whom it was reasonably foreseeable
16 could be exposed to it, including Plaintiff.

17 216. When Defendants, Defendants' corporate predecessors, and others with whom they
18 acted in concert designed, manufactured, packaged, labeled, distributed, and sold the paraquat to
19 which Plaintiff was exposed, it was reasonably foreseeable, and Defendants, Defendants'
20 corporate predecessors, and others with whom they acted in concert knew or in the exercise of
21 ordinary care should have known, that when paraquat was used in the intended and directed
22 manner or a reasonably foreseeable manner:

- 23 a. it was designed, manufactured, formulated, and packaged such that it was likely to
24 be inhaled, ingested, and absorbed into the bodies of persons who used it, who were
25 nearby while it was being used, or who entered fields or orchards where it had been
26 sprayed or areas near where it had been sprayed; and
27 b. when inhaled, ingested, or absorbed into the bodies of persons who used it, who
28 were nearby while it was being used, or who entered fields or orchards where it had

1 been sprayed or areas near where it had been sprayed, it was likely to cause or
2 contribute to cause latent neurological damage that was both permanent and
3 cumulative, and repeated exposures were likely to cause or contribute to cause
4 clinically significant neurodegenerative disease, including PD, to develop long
5 after exposure.

6 217. In breach of the aforementioned duty to Plaintiff, Defendants, Defendants'
7 corporate predecessors, and others with whom they acted in concert negligently:

- 8 a. failed to design, manufacture, formulate, and package paraquat to make it unlikely
9 to be inhaled, ingested, and absorbed into the bodies of persons who used it, who
10 were nearby while it was being used, or who entered fields or orchards where it had
11 been sprayed or areas near where it had been sprayed;
- 12 b. designed, manufactured, and formulated paraquat such that when inhaled, ingested,
13 or absorbed into the bodies of persons who used it, who were nearby while it was
14 being used, or who entered fields or orchards where it had been sprayed or areas
15 near where it had been sprayed, it was likely to cause or contribute to cause latent
16 neurological damage that was both permanent and cumulative, and repeated
17 exposures were likely to cause or contribute to cause clinically significant
18 neurodegenerative disease, including PD, to develop long after exposure;
- 19 c. failed to perform adequate testing to determine the extent to which exposure to
20 paraquat was likely to occur through inhalation, ingestion, and absorption into the
21 bodies of persons who used it, who were nearby while it was being used, or who
22 entered fields or orchards where it had been sprayed or areas near where it had been
23 sprayed;
- 24 d. failed to perform adequate testing to determine the extent to which paraquat spray
25 drift was likely to occur, including its propensity to drift, the distance it was likely
26 to drift, and the extent to which paraquat spray droplets were likely to enter the
27 bodies of persons spraying it or other persons nearby during or after spraying;
- 28 e. failed to perform adequate testing to determine the extent to which paraquat, when

1 inhaled, ingested, or absorbed into the bodies of persons who used it, who were
2 nearby while it was being used, or who entered fields or orchards where it had been
3 sprayed or areas near where it had been sprayed, was likely to cause or contribute
4 to cause latent neurological damage that was both permanent and cumulative, and
5 the extent to which repeated exposures were likely to cause or contribute to cause
6 clinically significant neurodegenerative disease, including PD, to develop long
7 after exposure;

8 f. failed to perform adequate testing to determine the extent to which paraquat, when
9 formulated or mixed with surfactants or other pesticides or used along with other
10 pesticides, and inhaled, ingested, or absorbed into the bodies of persons who used
11 it, who were nearby while it was being used, or who entered fields or orchards
12 where it had been sprayed or areas near where it had been sprayed, was likely to
13 cause or contribute to cause latent neurological damage that was both permanent
14 and cumulative, and the extent to which repeated exposures were likely to cause or
15 contribute to cause clinically significant neurodegenerative disease, including PD,
16 to develop long after exposure;

17 g. failed to direct that paraquat be used in a manner that would have made it unlikely
18 to have been inhaled, ingested, and absorbed into the bodies of persons who used
19 it, who were nearby while it was being used, or who entered fields or orchards
20 where it had been sprayed or areas near where it had been sprayed; and

21 h. failed to warn that when inhaled, ingested, or absorbed into the bodies of persons
22 who used it, who were nearby while it was being used, or who entered fields or
23 orchards where it had been sprayed or areas near where it had been sprayed,
24 paraquat was likely to cause or contribute to cause latent neurological damage that
25 was both permanent and cumulative, and repeated exposures were likely to cause
26 or contribute to cause clinically significant neurodegenerative disease, including
27 PD, to develop long after exposure.

28 **D. Breach of implied warranty of merchantability**

1 218. At all times relevant to this claim, Defendants, Defendants' corporate predecessors,
2 and others with whom they acted in concert were engaged in the business of designing,
3 manufacturing, distributing, and selling paraquat and other restricted-use pesticides and
4 themselves out as having knowledge or skill regarding paraquat and other restricted-use pesticides.

5 219. At all times relevant to this claim, Defendants, Defendants' corporate predecessors,
6 and others with whom they acted in concert designed, manufactured, distributed, and sold paraquat.

7 220. At the time of each sale of paraquat to which Plaintiff was exposed, Defendants,
8 Defendants' corporate predecessors, and others with whom they acted in concert impliedly
9 warranted that it was of merchantable quality, including that it was fit for the ordinary purposes
10 for which such goods were used.

11 221. Defendants, Defendants' corporate predecessors, and others with whom they acted
12 in concert breached this warranty regarding each sale of paraquat to which Plaintiff was exposed,
13 in that it was not of merchantable quality because it was not fit for the ordinary purposes for which
14 such goods were used, and in particular:

- 15 a. it was designed, manufactured, formulated, and packaged such that it was likely to
16 be inhaled, ingested, and absorbed into the bodies of persons who used it, who were
17 nearby while it was being used, or who entered fields or orchards where it had been
18 sprayed or areas near where it had been sprayed; and
- 19 b. when inhaled, ingested, or absorbed into the bodies of persons who used it, who
20 were nearby while it was being used, or who entered fields or orchards where it had
21 been sprayed or areas near where it had been sprayed, it was likely to cause or
22 contribute to cause latent neurological damage that was both permanent and
23 cumulative, and repeated exposures were likely to cause or contribute to cause
24 clinically significant neurodegenerative disease, including PD, to develop long after
25 exposure.
- 26
27
28

COUNT 1
DEFENDANTS SCPLLC, SAG, AND DOES 1 THROUGH 50
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES

222. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint.

223. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed, and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

COUNT 2
DEFENDANTS SCPLLC, SAG, AND DOES 1 THROUGH 50
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

224. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint.

225. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

COUNT 3
DEFENDANTS SCPLLC, SAG, AND DOES 1 THROUGH 50
NEGLIGENCE
PERSONAL INJURIES

226. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint.

227. As a direct and proximate result of the negligence of SCPLLC, SAG, their corporate

1 predecessors, and others with whom they acted in concert, Plaintiff developed PD; has suffered
2 severe and permanent physical pain, mental anguish, and disability, and will continue to do so for
3 the remainder of his life; has suffered the loss of a normal life and will continue to do so for the
4 remainder of his life; has lost income that he otherwise would have earned and will continue to do
5 so for the remainder of his life; and has incurred reasonable expenses for necessary medical
6 treatment and will continue to do so for the remainder of his life.

7 **COUNT 4**
8 **DEFENDANTS SCPLLC, SAG, AND DOES 1 THROUGH 50**
9 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**
10 **PERSONAL INJURIES**

11 228. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint.

12 229. As a direct and proximate result of the breaches of the implied warranty of
13 merchantability by SCPLLC, SAG, their corporate predecessors, and others with whom they acted
14 in concert, Plaintiff developed PD; has suffered severe and permanent physical pain, mental
15 anguish, and disability, and will continue to do so for the remainder of his life; has suffered the
16 loss of a normal life and will continue to do so for the remainder of his life; has lost income that
17 he otherwise would have earned and will continue to do so for the remainder of his life; and has
18 incurred reasonable expenses for necessary medical treatment and will continue to do so for the
19 remainder of his life.

20 **COUNT 5**
21 **DEFENDANTS CHEVRON U.S.A. INC. AND DOES 1 THROUGH 50**
22 **STRICT PRODUCT LIABILITY – DESIGN DEFECT**
23 **PERSONAL INJURIES**

24 230. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint.

25 231. As a direct and proximate result of the defective and unreasonably dangerous
26 condition of the paraquat manufactured, distributed and sold by Chevron Chemical and others with
27 whom it acted in concert, Plaintiff developed PD; has suffered severe and permanent physical pain,
28 mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered
the loss of a normal life and will continue to do so for the remainder of his life; has lost income
that he otherwise would have earned and will continue to do so for the remainder of his life; and
has incurred reasonable expenses for necessary medical treatment and will continue to do so for

1 the remainder of his life.

2 **COUNT 6**
3 **DEFENDANTS CHEVRON U.S.A. INC. AND DOES 1 THROUGH 50**
4 **STRICT PRODUCT LIABILITY – FAILURE TO WARN**
5 **PERSONAL INJURIES**

6 232. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint.

7 233. As a direct and proximate result of the lack of adequate directions for the use of
8 and warnings about the dangers of the paraquat manufactured, distributed and sold by Chevron
9 Chemical and others with whom it acted in concert, Plaintiff developed PD; has suffered severe
10 and permanent physical pain, mental anguish, and disability, and will continue to do so for the
11 remainder of his life; has suffered the loss of a normal life and will continue to do so for the
12 remainder of his life; has lost income that he otherwise would have earned and will continue to do
13 so for the remainder of his life; and has incurred reasonable expenses for necessary medical
14 treatment and will continue to do so for the remainder of his life.

15 **COUNT 7**
16 **DEFENDANTS CHEVRON U.S.A. INC. AND DOES 1 THROUGH 50**
17 **NEGLIGENCE**
18 **PERSONAL INJURIES**

19 234. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint.

20 235. As a direct and proximate result of the negligence of Chevron Chemical and others
21 with whom it acted in concert, Plaintiff developed PD; has suffered severe and permanent physical
22 pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has
23 suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost
24 income that he otherwise would have earned and will continue to do so for the remainder of his
25 life; and has incurred reasonable expenses for necessary medical treatment and will continue to do
26 so for the remainder of his life.

27 **COUNT 8**
28 **DEFENDANTS CHEVRON U.S.A. INC. AND DOES 1 THROUGH 50**
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

29 236. Plaintiff incorporates by reference the foregoing paragraphs of this Complaint.

30 237. As a direct and proximate result of the breaches of the implied warranty of

1 merchantability by Chevron Chemical and others with whom it acted in concert, Plaintiff
2 developed PD; has suffered severe and permanent physical pain, mental anguish, and disability,
3 and will continue to do so for the remainder of his life; has suffered the loss of a normal life and
4 will continue to do so for the remainder of his life; has lost income that he otherwise would have
5 earned and will continue to do so for the remainder of his life; and has incurred reasonable
6 expenses for necessary medical treatment and will continue to do so for the remainder of his life.

7 **PRAYER FOR RELIEF**

8 238. As a result of the foregoing, Plaintiff respectfully requests that this Court enter
9 judgment in their favor and against Defendants, jointly and severally, for compensatory damages,
10 costs, pre- and post-judgment interest, and attorneys' fees, severally for punitive damages, and for
11 such further relief to which they may show themselves to be entitled.

12 **DEMAND FOR JURY TRIAL**

13 239. Pursuant to FED. R. CIV. P. 38(b), Plaintiff respectfully demands a jury trial on all
14 issues triable by jury.

15 Dated: April 27, 2021

16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]