

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION**

HENRY HOLYFIELD AND TARA HOLYFIELD,)
)
Plaintiffs,)
) Case No. 1:20CV00165
v.)
)
CHEVRON U.S.A. INC., ET AL,)
)
)
Defendants.)

AMENDED COMPLAINT

Plaintiffs, Henry Holyfield and Tara Holyfield, bring this cause of action against defendants Chevron U.S.A. Inc. (“Chevron”), Syngenta Crop Protection, LLC (“Syngenta Crop Protection”), Syngenta Corporation (“Syngenta Corp.”), and Syngenta AG (“Syngenta AG”) for personal injuries and damages suffered.

PARTIES

1. Plaintiff Henry Holyfield is a resident and citizen of the State of Missouri.
2. Plaintiff Tara Holyfield is a resident and citizen of the State of Missouri.
3. Plaintiff Henry Holyfield and Plaintiff Tara Holyfield were married on November 29, 2014, and are currently married.
4. Defendant Chevron is a California corporation with its principal place of business at 6001 Bollinger Canyon Road, San Ramon, California. Defendant Chevron can be served through its registered agent at the address listed in the caption above.
5. Defendant Syngenta Crop Protection is a Delaware limited liability company with its principal office address at 1209 Orange Street, Wilmington, Delaware. Defendant Syngenta

Crop Protection can be served through its registered agent at the address listed in the caption above.

6. Defendant Syngenta Corp. is a Delaware corporation with its principal place of business at 3411 Silverside Road, Suite 100, Shipley Building, Wilmington, Delaware. Defendant Syngenta Corp. can be served through its registered agent at the address listed in the caption above.

7. Defendant Syngenta AG is a foreign corporation with its principal place of business in Basel, Switzerland. Defendant Syngenta AG can be served through the procedures set forth in the Convention on Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters.

8. Defendants designed, developed, manufactured, marketed and/or sold the herbicide product N, N'-dimethyl-4-4' dipyridinium dichloride, also known as methyl viologen or paraquat ("paraquat").

9. Paraquat was originally designed and developed by Imperial Chemical Industries, Ltd. ("ICI")

10. ICI created or acquired a wholly owned U.S. subsidiary which at various times was known as Atlas Chemical Industries Inc., ICI North America Inc., ICI America Inc., and ICI United States Inc., and ultimately was known as ICI Americas Inc. ("ICI Americas").

11. ICI merged its agricultural chemical division into a wholly owned British subsidiary known as ICI Bioscience Ltd.

12. ICI later demerged its agricultural chemical division and created the Zeneca Group, with the British company Zeneca Group PLC as its ultimate parent company.

13. ICI Bioscience Ltd. continued its business as Zeneca Ltd. Zeneca Ltd. was a wholly owned British subsidiary of Zeneca Group PLC.

14. ICI Americas was demerged from ICI and merged into and continued its business as Zeneca, Inc. ("Zeneca"), a wholly owned subsidiary of Zeneca Group PLC.

15. Zeneca Group PLC merged with Astra AB to create AstraZeneca PLC.

16. AstraZeneca PLC merged its agricultural chemical division, Zeneca Ltd. with a subsidiary or division of Novartis AG to create the Syngenta Group.

17. Syngenta AG is the parent company of Syngenta Group.

18. Zeneca Ltd. was merged into, renamed, or continued its business under Syngenta AG. Zeneca Ltd. ultimately became known as Syngenta Crop Protection, Inc. and was operated as a wholly owned subsidiary of Syngenta AG.

19. Syngenta Crop Protection, Inc. was converted into or re-named as defendant Syngenta Crop. Syngenta Crop continues as a wholly owned subsidiary of Syngenta AG.

20. Based upon the series of mergers, demergers and reorganizations described above, Syngenta AG is a successor by merger or continuation of business to its corporate predecessor Imperial Chemical Industries Ltd.

21. Based upon the reorganization described above, Syngenta Crop Protection is a successor to or continuation of business of Syngenta Crop Protection, Inc.

22. Based upon the series of mergers, demergers and reorganizations described above, Syngenta Crop Protection is a successor by merger or continuation of business to ICI Americas Inc., Atlas Chemical Industries Inc., and ICI North America Inc.

23. Syngenta Crop Protection does and through its predecessors has done, substantial business in the State of Missouri including the marketing, sale and distribution of paraquat.

24. Syngenta AG is a holding company that owns stock or other ownership interests, either directly or indirectly, in other Syngenta Group companies, including Syngenta Corp. and Syngenta Crop Protection.

25. Syngenta Crop Protection AG is a wholly-owned subsidiary of Syngenta AG.

26. Syngenta Crop Protection AG directly and wholly owns Syngenta International AG.

27. Syngenta International AG is the "nerve center" through which Syngenta AG manages the entire Syngenta Group.

28. Syngenta AG is the ultimate parent company of Syngenta Crop Protection through multiple layers of corporate ownership:

- a. Syngenta AG directly and wholly owns Syngenta Participations AG;
- b. Syngenta Participations AG directly and wholly owns Seeds JV C.V.;
- c. Seeds JV C.V. directly and wholly owns Syngenta Corp.;
- d. Syngenta Corp. directly and wholly owns Syngenta Seeds, LLC;
- e. Syngenta Seeds, LLC directly and wholly owns Syngenta Crop Protection.

29. Syngenta AG has purposefully organized the Syngenta Group, including Syngenta Corp. and Syngenta Crop Protection, in such a way as to attempt to evade the authority of courts in jurisdictions in which it does substantial business.

30. Syngenta AG exercises an unusually high degree of control over its country-specific business units, including Syngenta Corp. and Syngenta Crop Protection.

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

32. Syngenta AG controls the actions of its subsidiaries, including Syngenta Corp. and Syngenta Crop Protection, through this global "functional" management structure.

33. Syngenta AG's board of directors has established an executive committee which is responsible for the active leadership and the operative management of the Syngenta Group, including Syngenta Corp. and Syngenta Crop Protection.

34. Corporate policies require Syngenta AG subsidiaries, including Syngenta Corp. and Syngenta Crop Protection, to operate under the direction and control of the executive committee and other unincorporated global management teams.

35. Syngenta Corp. and Syngenta Crop Protection decisions that are nominally made by the board or managers are in fact directed by the executive committee or other global or regional managers.

36. The management structure of the Syngenta Corp. and Syngenta Crop Protection disregard corporate boundaries.

37. The Syngenta Group's functional reporting lines have resulted in employees of companies, including Syngenta Corp. and Syngenta Crop Protection, reporting to officers of remote parent companies, officers of affiliates with no corporate relationship other than through Syngenta AG, or officers of subsidiary companies.

38. Ultimate decisions, including decisions regarding products to be researched, developed, sold and marketed, ultimately must be approved by the executive committee.

39. Syngenta Corp. and Syngenta Crop Protection are subject to additional oversight and control by Syngenta AG, Syngenta Group and the executive committee through a system of "reserved powers" established by Syngenta AG and applicable to all Syngenta Group companies.

40. These "reserved powers" require Syngenta Group companies to seek approval for certain decisions from higher levels within the Syngenta Group's functional reporting structure. Reserved powers include appointment of senior management personnel, management of certain

litigation matters and other corporate functions. Many corporate functions of Syngenta Corp. and Syngenta Crop Protection must be pre-approved by Syngenta AG and/or the executive committee.

41. Syngenta AG, the executive committee and the global management of the Syngenta Group restrict the authority of Syngenta Corp. and Syngenta Crop Protection to act independently in areas including:

- a. Product development;
- b. Product testing;
- c. Production;
- d. Marketing;
- e. Sales;
- f. Human resources;
- g. Communications and public affairs;
- h. Corporate structure and ownership
- i. Asset sales and acquisitions
- j. Key appointments to boards, committees and management positions;
- k. Compensation packages;
- l. Training for high-level positions; and
- m. Finance (including day-to-day cash management) and tax.

42. In 2011, the U.S. District Court for the Southern District of Illinois held that Syngenta AG's unusually high degree of control made Syngenta Crop Protection the agent or alter ego of Syngenta AG and therefore subjected Syngenta AG to jurisdiction in the State of Illinois. *See City of Greenville, Ill. v. Syngenta Crop Prot., Inc.*, 830 F. Supp. 2d 550 (S.D. Ill. 2011).

43. The actions of Syngenta AG in the State of Missouri, through its subsidiaries Syngenta Corp. and Syngenta Crop Protection are the same, or substantially similar, to those actions taken with respect to business operations conducted by Syngenta AG, Syngenta Corp. and Syngenta Crop Protection in the State of Illinois.

44. Syngenta AG continues to exercise the unusually high degree of control over Syngenta Crop Protection that led the court to find in 2011 that Syngenta AG was subject to jurisdiction in the State of Illinois.

45. Syngenta AG, through its agent or alter ego, Syngenta Corp. and Syngenta Crop Protection, does substantial business in the State of Missouri.

46. ICI entered into an agreement with Chevron Chemical Company to allow Chevron Chemical Company to have an exclusive license to manufacture, market and distribute paraquat in the United States.

47. Defendant Chevron is the successor to or continuation of Chevron Chemical Company.

JURISDICTION AND VENUE

48. This Court has jurisdiction over defendant Chevron pursuant to §506.500. Defendant Chevron, its subsidiaries, predecessors and/or assigns transacted business and/or committed tortious acts within this state. Defendant Chevron, its subsidiaries, predecessors and/or assigns designed, manufactured, licensed, marketed, distributed and/or sold paraquat for use in the State of Missouri. Defendant Chevron, its subsidiaries, predecessors and/or assigns placed the defective and harmful product paraquat into the stream of commerce, sold said product for use, transacted business and committed tortious acts in the State of Missouri from which Plaintiffs' claims arose.

49. This Court has jurisdiction over defendant Syngenta Crop Protection pursuant to §506.500. Defendant Syngenta Crop Protection, its subsidiaries, predecessors and/or assigns transacted business and/or committed tortious acts within this state. Defendant Syngenta Crop Protection, its subsidiaries, predecessors and/or assigns designed, manufactured, licensed, marketed, distributed and/or sold paraquat for use in the State of Missouri. Defendant Syngenta Crop Protection, its subsidiaries, predecessors and/or assigns placed the defective and harmful product paraquat into the stream of commerce, sold said product for use, transacted business and committed tortious acts in the State of Missouri from which Plaintiffs' claims arose.

50. This Court has jurisdiction over defendant Syngenta Corp. pursuant to §506.500. Defendant Syngenta Corp., its subsidiaries, predecessors and/or assigns transacted business and/or committed tortious acts within this state. Defendant Syngenta Corp., its subsidiaries, predecessors and/or assigns designed, manufactured, licensed, marketed, distributed and/or sold paraquat for use in the State of Missouri. Defendant Syngenta Corp., its subsidiaries, predecessors and/or assigns placed the defective and harmful product paraquat into the stream of commerce, sold said product for use, transacted business and committed tortious acts in the State of Missouri from which Plaintiffs' claims arose.

51. This Court has jurisdiction over defendant Syngenta AG pursuant to §506.500. Defendant Syngenta AG, its subsidiaries, predecessors and/or assigns transacted business and/or committed tortious acts within this state. Defendant Syngenta AG, its subsidiaries, predecessors and/or assigns designed, manufactured, licensed, marketed, distributed and/or sold paraquat for use in the State of Missouri. Defendant Syngenta AG, its subsidiaries, predecessors and/or assigns placed the defective and harmful product paraquat into the stream of commerce, sold said

product for use, transacted business and committed tortious acts in the State of Missouri from which Plaintiffs' claims arose.

52. Venue is proper pursuant to §508.010 RSMO, in that Plaintiff Henry Holyfield was first injured and as a result of the wrongful acts of defendants through exposure to paraquat in Scott County, Missouri.

NATURE OF THE CASE

53. From approximately 1965 through 1975, Plaintiff Henry Holyfield worked as an agricultural aircraft laborer assisting in, among other things, the business of aerial application of pesticides ("crop dusting").

54. In the course of his work, Plaintiff Henry Holyfield was exposed to paraquat being applied by crop dusting.

55. Exposure to paraquat can cause disease in humans, including the development of Parkinson's disease and/or Parkinsonism

56. The exposure to paraquat caused, or contributed to cause, Plaintiff Henry Holyfield to develop Parkinson's disease and/or Parkinsonism.

57. At all times relevant to this case, Plaintiff Henry Holyfield was unaware of that exposure to paraquat could cause development of disease such as Parkinson's disease and/or Parkinsonism.

58. Plaintiff Henry Holyfield was diagnosed with Parkinson's disease on August 5, 2015.

59. The nature of Plaintiff Henry Holyfield's Parkinson's disease condition did not come together with its cause being exposure to paraquat until May, 2020.

60. Defendants each knew, or should have known, of the hazardous nature of paraquat both at the time of sale and when Plaintiff Henry Holyfield was exposed to the product while working as an agricultural aircraft laborer. Notwithstanding, defendants failed to warn of the defective nature of paraquat and failed to give instructions on safe use of paraquat.

COUNT I

Strict Liability in Tort -- Design Defect

(Defendants Chevron, Syngenta Crop Protection, Syngenta Corp., and Syngenta AG)

61. Plaintiffs incorporate by reference the allegations set forth above in paragraphs 1 to 60 as if fully set forth herein.

62. Defendants designed, marketed, licensed, manufactured, distributed and/or sold paraquat as described above, within the ordinary course of business.

63. When Plaintiff Henry Holyfield was exposed to paraquat in his work as an agricultural aircraft laborer, the product was being used in a manner reasonably anticipated by defendants.

64. At the time of the design, marketing, licensing, manufacture, distribution, and/or sale of the paraquat Plaintiff Henry Holyfield used, or was exposed to while working as an agricultural aircraft laborer, said product was in a defective condition unreasonably dangerous when put to the use anticipated by defendants in that paraquat had the propensity to cause Parkinson's disease and/or Parkinsonism.

65. The unreasonably dangerous and defective condition of the paraquat designed, developed, marketed, licensed, distributed and/or sold by defendants, and the failure to warn of the dangers thereof, caused or contributed to cause Plaintiff Henry Holyfield to develop Parkinson's disease and/or Parkinsonism.

66. The unreasonably dangerous and defective condition of the paraquat designed, developed, marketed, licensed, distributed and/or sold by defendants, and the failure to warn of the dangers thereof, caused or contributed to cause Plaintiff Henry Holyfield to suffer past and future physical pain, mental and emotional distress. In addition, Plaintiff Henry Holyfield suffered past and future loss of wages and/or earning capacity and incurred, or will in the future incur, medical expenses for medical treatment, medication and medical devices.

67. The conduct of defendants, in selling a product that they each knew, or should have known caused Parkinson's disease and/or Parkinsonism in users of paraquat, demonstrated deliberate indifference to and conscious disregard for the rights and safety of others such that an award of punitive damages is appropriate in this matter.

WHEREFORE, Plaintiffs pray for judgment against defendants Chevron U.S.A. Inc., Syngenta Crop Protection, LLC, Syngenta Corporation, and Syngenta AG in an amount in excess of the jurisdictional limit and as determined at trial, for an award of punitive damages, for the costs of this action and any other relief allowed under Missouri law.

COUNT II
Strict Liability in Tort -- Failure to Warn
(Defendants Chevron, Syngenta Crop Protection, Syngenta Corp., and Syngenta AG)

68. Plaintiffs incorporate by reference the allegations set forth above in paragraphs 1 to 67 as if fully set forth herein.

69. Defendants designed, developed, marketed, licensed, manufactured, distributed, sold and/or supplied paraquat without adequate instructions on safe use to reduce and/or eliminate exposure thereto, and/or without instructions or warnings that the paraquat was dangerous to health and life and caused disease such as Parkinson's disease and/or Parkinsonism.

70. As a result of defendants' failure to adequately instruct or warn of the dangerous characteristics of paraquat, the product was defective and unreasonably dangerous when put to the use reasonably anticipated by defendants.

71. The unreasonably dangerous and defective condition of the paraquat designed, developed, manufactured, marketed, licensed, distributed, sold and/or supplied by defendants and the failure to instruct or warn of those dangers, caused or contributed to cause Plaintiff Henry Holyfield to develop Parkinson's disease and/or Parkinsonism.

72. The unreasonably dangerous and defective condition of paraquat and the failure to instruct or warn of those dangers, caused or contributed to cause Plaintiff Henry Holyfield to suffer past and future physical pain, mental and emotional distress. In addition, Plaintiff Henry Holyfield suffered past and future loss of wages and/or earning capacity and incurred, or will in the future incur, medical expenses for medical treatment, medication and medical devices.

73. The conduct of defendants, in selling a product that each knew, or should have known caused Parkinson's disease and/or Parkinsonism in users of paraquat, demonstrated deliberate indifference to and conscious disregard for the rights and safety of others such that an award of punitive damages is appropriate in this matter.

WHEREFORE, Plaintiffs pray for judgment against defendants Chevron U.S.A. Inc., Syngenta Crop Protection, LLC, Syngenta Corporation, and Syngenta AG in an amount in excess of the jurisdictional limit and as determined at trial, for an award of punitive damages, for the costs of this action and any other relief allowed under Missouri law.

COUNT III

Negligence

(Defendants Chevron, Syngenta Crop Protection, Syngenta Corp., and Syngenta AG)

74. Plaintiffs incorporate by reference the allegations set forth above in paragraphs 1 to 73 as if fully set forth herein.

75. As a designer, developer, manufacturer, marketer distributor, licensor, and/or seller of paraquat, defendants had a duty to exercise due care and the ordinary, reasonable and technical skill and competence that is required of processors, distributors, marketers, sellers, suppliers, licensors, and others in a similar situation, including, without limitation, the duty to acquire and maintain the knowledge of an expert, in processing, distribution, marketing, sale, licensing and/or supply of products free from defects and/or latent defects; and the duty to adequately instruct or warn of product defects and/or hazards, which duty continued even after the sale of said products.

76. Defendants each breached its duty of care in one or more of the following ways:
- a. Designing, developing, manufacturing, marketing, distributing, licensing and selling paraquat without properly testing the product;
 - b. Designing, developing, manufacturing, marketing, distributing, licensing and selling paraquat without disclosing the results of testing and studies of paraquat;
 - c. Designing, developing, manufacturing, marketing, distributing, licensing and selling paraquat and paraquat formulations that included an active

ingredient that would cause Parkinson's disease and/or Parkinsonism in persons using the product as intended, such as crop dusting;

- d. Designing, developing, manufacturing, marketing, distributing, licensing and selling paraquat with false and misleading warnings and instructions;
- e. Designing, developing, manufacturing, marketing, distributing, licensing and selling paraquat without necessary and adequate warnings, cautionary statements and instructions;
- f. Failing to disclose the risk of Parkinson's disease and/or Parkinsonism to users of the product;
- g. Representing that paraquat was safe for use; and
- h. In other respects that are unknown at this time but may be determined through discovery in this case.

77. Defendants failed to use due care under the circumstances and were thereby negligent in the performance of their duties owed to Plaintiff Henry Holyfield and others who used, worked with, or were exposed to paraquat.

78. The negligent conduct of defendants caused or contributed to cause Plaintiff Henry Holyfield to develop Parkinson's disease and/or Parkinsonism.

79. The negligent conduct of defendants caused or contributed to cause Plaintiff Henry Holyfield to suffer past and future physical pain, mental and emotional distress. In addition, Plaintiff Henry Holyfield suffered past and future loss of wages and/or earning capacity and incurred, or will in the future incur, medical expenses for medical treatment, medication and medical devices.

80. The conduct of defendants, in selling a product that each knew, or should have known caused Parkinson's disease and/or Parkinsonism in users of paraquat, demonstrated deliberate indifference to and conscious disregard for the rights and safety of others such that an award of punitive damages is appropriate in this matter.

WHEREFORE, Plaintiffs pray for judgment against defendants Chevron U.S.A. Inc., Syngenta Crop Protection, LLC, Syngenta Corporation, and Syngenta AG in an amount in excess of the jurisdictional limit and as determined at trial, for an award of punitive damages, for the costs of this action and any other relief allowed under Missouri law.

COUNT IV
Breach of Implied Warranty
(Defendants Chevron, Syngenta Crop Protection, Syngenta Corp., and Syngenta AG)

81. Plaintiffs incorporate by reference the allegations set forth above in paragraphs 1 to 80 as if fully set forth herein.

82. Defendants placed paraquat into the stream of commerce.

83. Plaintiff Henry Holyfield was exposed to paraquat designed, manufactured, licensed, marketed, distributed or sold by defendants.

84. The use of paraquat and exposure to paraquat experienced by Plaintiff Henry Holyfield was as intended by defendants and/or was reasonably foreseeable to defendants.

85. Defendants knew that persons working with and around paraquat were relying on the skill and judgment of defendants in the decision to purchase and/or use paraquat.

86. By placing paraquat into the stream of commerce, defendants impliedly warranted that the paraquat was reasonably fit and/or reasonably safe for the intended use of the product, that the paraquat was of merchantable quality, that it was not defective, and that the paraquat would function safely as an ordinary user would expect when used as intended or in a reasonably

foreseeable manner and that the product would not cause disease or harm such as Parkinson's disease and/or Parkinsonism.

87. Defendants breached the implied warranty because the paraquat was not reasonably fit for its intended use, was not of merchantable quality, was defective and failed to function safely as an ordinary user would expect when used as intended or in a reasonably foreseeable manner in that it caused, or contributed to cause, Parkinson's disease and/or Parkinsonism.

88. The paraquat sold by defendants caused, or contributed to cause, Plaintiff Henry Holyfield to develop Parkinson's disease and/or Parkinsonism.

89. Defendants breach of implied warranty caused or contributed to cause Plaintiff Henry Holyfield to suffer past and future physical pain, mental and emotional distress. In addition, Plaintiff Henry Holyfield suffered past and future loss of wages and/or earning capacity and incurred, or will in the future incur, medical expenses for medical treatment, medication and medical devices.

90. The conduct of defendants, in selling a product that each knew, or should have known caused Parkinson's disease and/or Parkinsonism in users of paraquat, demonstrated deliberate indifference to and conscious disregard for the rights and safety of others such that an award of punitive damages is appropriate in this matter.

WHEREFORE, Plaintiffs pray for judgment against defendants Chevron U.S.A. Inc., Syngenta Crop Protection, LLC, Syngenta Corporation, and Syngenta AG in an amount in excess of the jurisdictional limit and as determined at trial, for an award of punitive damages, for the costs of this action and any other relief allowed under Missouri law.

COUNT V

Loss of Consortium

(Defendants Chevron, Syngenta Crop Protection, Syngenta Corp., and Syngenta AG)

91. Plaintiffs incorporate by reference the allegations set forth above in paragraphs 1 to 90 as if fully set forth herein.

92. Plaintiff Tara Holyfield is the wife of Henry Holyfield.

93. The conduct of defendants Chevron, Syngenta Crop Protection, Syngenta Corp. and/or Syngenta AG, as described above, caused or contributed to cause Plaintiff Tara Holyfield to sustain damages as a direct result of the injury to her husband Henry Holyfield.

94. The conduct of defendants Chevron, Syngenta Crop Protection, Syngenta Corp. and/or Syngenta AG, as described above, demonstrated deliberate indifference to and conscious disregard for the rights and safety of others such that an award of punitive damages is appropriate in this matter.

WHEREFORE, Plaintiffs pray for judgment against defendants Chevron U.S.A. Inc., Syngenta Crop Protection, LLC, Syngenta Corporation, and Syngenta AG in an amount in excess of the jurisdictional limit and as determined at trial, for an award of punitive damages, for the costs of this action and any other relief allowed under Missouri law.

DEMAND FOR JURY TRIAL OF ALL ISSUES

95. Plaintiffs demand a trial by jury.

Respectfully submitted,

HUMPHREY, FARRINGTON & McCLAIN, P.C.

/s/ Paul D. Anderson

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ATTORNEYS FOR PLAINTIFF

***Motion to be admitted to the United States District Court for the Eastern District of Missouri filed.**

**** Motion to be admitted to the United States District Court for the Eastern District of Missouri to be filed.**