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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

JOHN MILLING and SUZANNA MILLING,

Case No. 3:21-cv-03233

Plaintiff,

COMPLAINT

v.

JURY TRIAL DEMANDED

SYNGENTA CROP PROTECTION LLC,
SYNGENTA AG, and CHEVRON U.S.A.,
INC.,

Defendants.

Plaintiffs John Milling and Suzanna Milling bring this Complaint against Defendants,

Syngenta Crop Protection LLC, Syngenta AG, and Chevron U.S.A., Inc., and allege as follows:

I. Summary of the case

1. The manufacturers and sellers of paraquat deliberately concealed the dangers of paraquat for at least four decades, hid evidence of its dangers from government safety agencies, and knowingly released a product they knew caused Parkinson’s Disease on the public.

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

5 3. From approximately May 1964 through approximately June 1981, Imperial Chemical
6 Industries Limited (“ICI Limited”) and certain ICI Limited subsidiaries², and from approximately
7 June 1981 through approximately September 1986, Imperial Chemical Industries PLC (“ICI PLC”)
8 and certain ICI PLC subsidiaries, each of which was a predecessor³ of Defendant SYNGENTA AG
9 (“SAG”) and/or Defendant SYNGENTA CROP PROTECTION LLC (“SCPLLC”), were engaged,
10 directly, acting in concert with each other, and/or acting in concert with Chevron Chemical Company,
11 previously known as California Chemical Company (“CHEVRON”), in the business of developing,
12 registering, manufacturing, distributing, and selling paraquat for use as an active ingredient in
13 paraquat products, and developing, registering, formulating, and distributing paraquat products, for
14 sale and use in the U.S., including California (“the U.S. paraquat business”).

15
16
17 4. From approximately May 1964 through approximately September 1986, CHEVRON,
18 a predecessor of Defendant CHEVRON U.S.A., INC. (“CUSA”), was engaged, directly and/or acting
19 in concert with ICI⁴, in all aspects of the U.S. paraquat business.

20
21
22 ¹ Paraquat dichloride (EPA Pesticide Chemical Code 061601) or paraquat methosulfate (EPA Pesticide Chemical Code 061602).

23 ² As used in this Complaint, “subsidiary” means a corporation or other business entity’s wholly-owned subsidiary that
24 is or formerly was engaged in the U.S. paraquat business directly or acting in concert with others.

25 ³ As used in this Complaint, “predecessor” means a corporation or other business entity or subsidiary thereof, to which a
26 Defendant is a successor by merger, continuation of business, or assumption of liabilities, that formerly was engaged in
27 the U.S. paraquat business directly or acting in concert with others.

28 ⁴ As used in this Complaint, “ICI” means ICI Limited and various ICI Limited subsidiaries through approximately June
1981 and ICI PLC and various ICI PLC subsidiaries thereafter.

1 5. Between approximately May 1964 and approximately September 1986, ICI
2 manufactured and sold to CHEVRON paraquat (“ICI□CHEVRON paraquat”) for use by
3 CHEVRON, and others to which CHEVRON distributed it, as an active ingredient in paraquat
4 products that CHEVRON and others formulated and distributed for sale and use in the U.S., including
5 California (“ICI□CHEVRON paraquat products”).

6 6. From approximately September 1986 through the present, ICI PLC and certain ICI
7 PLC subsidiaries (including predecessors of SCPLLC) initially, then other SAG predecessors and
8 certain subsidiaries of each (including predecessors of SCPLLC), and most recently SAG and certain
9 SAG subsidiaries (including SCPLLC), have been engaged, directly and/or acting in concert with
10 each other, in all aspects of the U.S. paraquat business.

11 7. From approximately September 1986 through the present, ICI PLC and certain ICI
12 PLC subsidiaries (including predecessors of SCPLLC) initially, then other SAG predecessors and
13 certain subsidiaries of each (including predecessors of SCPLLC), and most recently SAG and certain
14 SAG subsidiaries (including SCPLLC), have manufactured paraquat (“ICI□SYNGENTA paraquat”)
15 for their own use, and for use by others to which they distributed it, as an active ingredient in paraquat
16 products that SCPLLC and its predecessors and others have distributed for sale and use in the U.S.,
17 including California (“ICI□SYNGENTA paraquat products”).

18 8. Upon information and belief, Plaintiff John Milling used ICI□CHEVRON paraquat
19 products and/or ICI□SYNGENTA paraquat products (collectively, “Defendants’ paraquat
20 products”) in California.

21 9. Upon information and belief, Plaintiff John Milling used Defendants’ paraquat
22 products regularly and frequently over a period of many years.

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1 15. Upon information and belief, Plaintiff John Milling mixed, loaded, and piloted crop
2 dusting planes spraying Defendants' paraquat products for farmers in Kern County while employed
3 by Garrett Crop Dusting from 1976 through 1984, doing this work almost every day between June
4 and August and less frequently in May.

5 16. Upon information and belief, from 1976 to 1984, Plaintiff John Milling was
6 repeatedly exposed to and inhaled, ingested, and absorbed paraquat while he was mixing, loading,
7 and spraying Defendants' paraquat products and while he was in fields after they were sprayed.

8 17. Upon information and belief, each exposure of Plaintiff John Milling to paraquat from
9 Defendants' paraquat products caused or contributed to cause Plaintiff John Milling to develop
10 Parkinson's disease, with which he was diagnosed in 2016 when he was sixty-sixty (66) years of age,
11 by initiating a decades-long process in which oxidation and oxidative stress, created or aggravated
12 by the ongoing redox cycling of paraquat, damaged and interfered with essential functions of
13 dopaminergic neurons in his SNpc, resulting in the ongoing degeneration and death, as time passed,
14 of progressively more dopaminergic neurons.
15

16 18. Upon information and belief, Plaintiff John Milling was exposed to paraquat in
17 Defendants' paraquat products purchased by, among others, Plaintiff John Milling's employer.
18

19 19. Defendants and those with whom they were acting in concert manufactured and
20 distributed the paraquat that was used in formulating Defendants' paraquat products and to which
21 Plaintiff John Milling was exposed, loaded, and distributed Defendants' paraquat products that
22 contained the paraquat to which Plaintiff John Milling was exposed, intending or expecting that these
23 products would be sold and used in the State of California.
24

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1 **III. Subject matter jurisdiction**

2 27. This Court has subject matter jurisdiction over this action because diversity
3 jurisdiction exists under 28 U.S.C. § 1332(a)(3).

4 28. The matter in controversy exceeds the sum or value of \$75,000, exclusive of interest
5 and costs, because each Plaintiff seeks an amount that exceeds this sum or value on each of his or
6 her claims against each Defendant.

7 29. Complete diversity exists because this is an action between citizens of different states
8 in which a citizen or subject of a foreign state is an additional party, in that:
9

- 10 a. Plaintiffs John Milling and Suzanna Milling are citizens of the State of Ohio;
11 b. SCPLLC is a citizen of the States of Delaware and North Carolina;
12 c. CUSA is a citizen of the States of Pennsylvania and California; and
13 d. SAG is a citizen or subject of the nation of Switzerland.

14 **IV. Personal jurisdiction**

15 30. This Court has personal jurisdiction over each of the Defendants in this diversity case
16 because a state court in the State of California would have such jurisdiction under Cal. Code Civ.
17 Proc. § 410.10, in that:
18

- 19 a. Over a period of two (Chevron) to six (Syngenta) decades, each Defendant and/or its
20 predecessor(s), together with those with whom they were acting in concert,
21 manufactured paraquat for use as an active ingredient in paraquat products, distributed
22 paraquat to formulators of paraquat products, formulated paraquat products, marketed
23 paraquat products to the California agricultural community, and/or distributed
24 paraquat products, intending that such products regularly would be, and knowing they
25 regularly were, sold and used in the State of California;
26 b. Plaintiffs' claims against each Defendant arise out of these contacts between the
27 Defendants and/or its predecessor(s), together with those with whom they were acting
28 in concert, with the State of California; and
c. These contacts between each Defendant and/or its predecessors, together with those
with whom they were acting in concert, and the State of California, were so regular,

1 frequent, and sustained as to provide fair warning that it might be hauled into court
2 there, such that requiring it to defend this action in the State of California does not
3 offend traditional notions of fair play and substantial justice.

4 **V. Venue**

5 31. Venue is proper in this district under 28 U.S.C. § 1391(b) because a substantial part
6 of the events or omissions giving rise to the claim occurred in this district, in that Plaintiffs' claims
7 arise from injuries caused by the exposure of Plaintiffs John Milling to paraquat from paraquat
8 products that were controlled, managed, marketed, developed as described below from this District.

9 **VI. Allegations common to all causes of action**

10 **A. Defendants and their predecessors**

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

12 32. SAG is the successor in interest to the crop protection business of each of its
13 predecessors, AstraZeneca PLC ("AstraZeneca"), Zeneca Group PLC ("Zeneca Group"), ICI PLC,
14 ICI Limited, and Plant Protection Limited ("PP Limited") and their respective crop protection
15 subsidiaries (collectively, "SAG's predecessors"), in that:

- 17 a. SAG, and each of SAG's predecessors, was the result of a corporate name change by,
18 de facto consolidation or merger of, or mere continuation of, its immediate
19 predecessor(s); and/or
20 b. SAG has expressly or impliedly agreed to assume any liability on claims arising from
21 the historical operation of the crop protection business of each of SAG's
22 predecessors

23 33. SCPLLC is the successor in interest to the crop protection business of each of its
24 predecessors, Syngenta Crop Protection, Inc. ("SCPI"), Zeneca Ag Products, Inc. ("Zeneca Ag"),
25 Zeneca, Inc. ("Zeneca"), ICI Americas, Inc. ("ICIA"), ICI United States, Inc. ("ICI US"), and ICI
26 America Inc. ("ICI America") (collectively, "SCPLLC's predecessors"), in that:

- 27 a. SCPLLC, and each of SCPLLC's predecessors, was the result of a corporate name
28 change by, de facto consolidation or merger of, or mere continuation of, its immediate

predecessor(s); and/or

b. SCPLLC has expressly or impliedly agreed to assume any liability on claims arising from the historical operation of the crop protection business of each of SCPLLC's predecessors.

34. At all relevant times, SCPLLC, SCPI, Zeneca Ag, Zeneca, ICIA, ICI US, and/or ICI America was a wholly owned U.S. crop protection subsidiary of SAG or a predecessor of SAG.

35. At all relevant times, PP Limited was a wholly owned U.K. crop protection subsidiary of ICI Limited, an unincorporated division of ICI Limited, or an unincorporated division of ICI PLC.

36. At all relevant times, SAG and its predecessors exercised a degree of control over their crop protection subsidiaries so unusually high that these subsidiaries were their agents or alter egos.

2. Chevron U.S.A., Inc.

37. CUSA is the successor in interest to CHEVRON's crop protection business, in that it has expressly assumed any liability on claims arising from the historical operation of that business.

B. Defendants' and their predecessors' involvement in the U.S. paraquat business

38. ICI Limited discovered the herbicidal properties of paraquat in the mid 1950s; developed herbicide formulations containing paraquat as an active ingredient in the early 1960s; and produced the first commercial paraquat formulation, which it registered in England and introduced in certain markets under the brand name GRAMOXONE®, in 1962.

39. ICI Limited was awarded a U.S. patent on herbicide formulations containing paraquat as an active ingredient in 1962.

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1 40. In May 1964, ICI Limited, PP Limited, and CHEVRON entered into an agreement for
2 the distribution of paraquat in the U.S. and the licensing of certain paraquat-related patents, trade
3 secrets, and other intellectual property (“paraquat licensing and distribution agreement”).

4 41. As a result of the May 1964 paraquat licensing and distribution agreement, paraquat
5 became commercially available for use in the U.S. in or about 1965.

6 42. In April 1975, ICI Limited, ICI US, and CHEVRON entered into a new paraquat
7 licensing and distribution agreement that superseded the May 1964 agreement.

8 43. In November 1981, ICIA, CHEVRON, and ICI PLC entered into a new paraquat
9 licensing and distribution agreement, effective January 1982, which superseded in part and amended
10 in part the April 1975 agreement.

11 44. From approximately May 1964 through approximately September 1986, pursuant to
12 these paraquat licensing and distribution agreements, ICI and CHEVRON acted in concert in all
13 aspects of the U.S. paraquat business.

14 45. In September 1986, ICI and CHEVRON entered into an agreement terminating their
15 paraquat licensing and distribution agreement.

16 46. Under the September 1986 termination agreement, ICI paid CHEVRON for the early
17 termination of CHEVRON’s rights under their paraquat licensing and distribution agreement.

18 47. Although the September 1986 termination agreement gave ICI the right to buy, or
19 exchange for ICI-labeled paraquat products, CHEVRON-labeled paraquat products that
20 CHEVRON had already sold to its distributors, CHEVRON-labeled paraquat products continued to
21 be sold for use in the U.S. after this agreement for some period of time unknown to Plaintiffs.
22

23 48. SAG, SAG’s predecessors, and subsidiaries of SAG and its predecessors (collectively,
24 “SYNGENTA”), have at all relevant times manufactured more paraquat used as an active ingredient
25

1 in paraquat products formulated and distributed for sale and use in the U.S., including California,
2 than all other paraquat manufacturers combined.

3 49. From the mid-1960s through at least 1986, SYNGENTA (as ICI) was the only
4 manufacturer of paraquat used as an active ingredient in paraquat products formulated and distributed
5 for sale and use in the U.S., including California.

6 50. From approximately September 1986 through the present, SYNGENTA has:

- 7
- 8 a. manufactured paraquat for use as an active ingredient in paraquat products formulated
and distributed for sale and use in the U.S., including California;
 - 9 b. distributed paraquat for use as an active ingredient in paraquat products formulated
10 and distributed for sale and use in the U.S., including California;
 - 11 c. formulated paraquat products distributed for sale and use in the U.S., including
California; and
 - 12 d. distributed paraquat products for sale and use in the U.S., including California.

13
14 **C. The use of paraquat products and Defendants' knowledge thereof**

15 51. Defendants' paraquat products have been used in the U.S. to kill broadleafweeds 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 times,
18 the use of Defendants' paraquat products for these purposes was intended or directed by or reasonably
19 foreseeable to, and was known to or foreseen by, SYNGENTA and CHEVRON.

20
21 52. Defendants' paraquat products were commonly used multiple times per year on the
22 same ground, particularly when used to control weeds in orchards and in farm fields where multiple
23 crops are planted in the same growing season or year. At all relevant times, the use of Defendants'
24 paraquat products in this manner was intended or directed by or reasonably foreseeable to, and was
25 known to or foreseen by, SYNGENTA and CHEVRON.

1 53. Defendants' paraquat products were typically sold to end users in the form of liquid
2 concentrates that were then diluted with water in the tank of a sprayer and applied by spraying the
3 diluted product onto target weeds. At all relevant times, the use of Defendants' paraquat products in
4 this manner was intended or directed by or reasonably foreseeable to, and was known to or foreseen
5 by, SYNGENTA and CHEVRON.

6 54. Defendants' paraquat products were typically formulated with a surfactant or
7 surfactants, and/or a surfactant, surfactant product, or "crop oil," which typically contains one or
8 more surfactants, was commonly added by users of Defendants' products, to increase the ability of
9 paraquat to stay in contact with and penetrate the leaves of target plants and enter plant cells. At all
10 relevant times, the use of Defendants' paraquat products as so formulated and/or with such substances
11 added was intended or directed by or reasonably foreseeable to, and was known to or foreseen by,
12 SYNGENTA and CHEVRON.

13 55. Knapsack sprayers, hand-held sprayers, aircraft (i.e., crop dusters), trucks with
14 attached pressurized tanks, and tractor-drawn pressurized tanks, were commonly used to apply
15 Defendants' paraquat products. At all relevant times, the use of such equipment for that purpose was
16 intended or directed by or reasonably foreseeable to, and was known to or foreseen by, SYNGENTA
17 and CHEVRON.

18 **D. Exposure to paraquat and Defendants' knowledge thereof**

19 56. When Defendants' paraquat products were used in a manner that was intended and
20 directed by or reasonably foreseeable to, and was known to or foreseen by, SYNGENTA and
21 CHEVRON, persons who used them and others nearby were commonly exposed to paraquat while
22 it was being mixed and loaded into the tanks of sprayers, including as a result of spills, splashes, and
23 leaks. At all relevant times, it was reasonably foreseeable to, and known to or foreseen by,
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27

1 SYNGENTA and CHEVRON that such exposure commonly would and did occur and would and did
2 create a substantial risk of harm to the persons exposed.

3 57. When Defendants' paraquat products were used in a manner that was intended and
4 directed by or reasonably foreseeable to, and was known to or foreseen by, SYNGENTA and
5 CHEVRON, persons who sprayed them, and others nearby while they were being sprayed or when
6 they recently had been sprayed, commonly were exposed to paraquat, including as a result of spray
7 drift (the movement of herbicide spray droplets from the target area to an area where herbicide
8 application was not intended, typically by wind), contact with sprayed plants and being exposed by
9 paraquat that was absorbed into the soil and ground water and wells. At all relevant times, it was
10 reasonably foreseeable to, and known to or foreseen by, SYNGENTA and CHEVRON, that such
11 exposure commonly would and did occur and would and did create a substantial risk of harm to the
12 persons exposed.

13
14 58. When Defendants' paraquat products were used in a manner that was intended and
15 directed by or reasonably foreseeable to, and was known to or foreseen by, SYNGENTA and
16 CHEVRON, persons who used them and other persons nearby commonly were exposed to paraquat,
17 including as a result of spills, splashes, and leaks, while equipment used to spray it was being emptied
18 or cleaned or clogged spray nozzles, lines, or valves were being cleared. At all relevant times, it was
19 reasonably foreseeable to, and was known to or foreseen by, SYNGENTA and CHEVRON that such
20 exposure commonly would and did occur and would and did create a substantial risk of harm to the
21 persons exposed.

22
23
24 59. At all relevant times, it was reasonably foreseeable to, and was known to or foreseen
25 by, SYNGENTA and CHEVRON that when Defendants' paraquat products were used in a manner
26 that was intended and directed by or reasonably foreseeable to, and was known to or foreseen by,

1 SYNGENTA and CHEVRON, and people were exposed to paraquat as a result, paraquat could and
2 did enter the human body via absorption through or penetration of the skin, mucous membranes, and
3 other epithelial tissues, including tissues of the mouth, nose and nasal passages, trachea, and
4 conducting airways, particularly where cuts, abrasions, rashes, sores, or other tissue damage was
5 present, and that paraquat that entered the human body in one or more of these ways would and did
6 create a substantial risk of harm to people so exposed.

7
8 60. At all relevant times, it was reasonably foreseeable to, and was known to or foreseen
9 by, SYNGENTA and CHEVRON that when Defendants' paraquat products were used in a manner
10 that was intended and directed by or reasonably foreseeable to, and was known to or foreseen by,
11 SYNGENTA and CHEVRON, and people were exposed to paraquat as a result, paraquat could and
12 did enter the human body via respiration into the lungs, including the deep parts of the lungs where
13 respiration (gas exchange) occurs, and that paraquat that entered the human body in this way would
14 and did create a substantial risk of harm to people so exposed.

15
16 61. At all relevant times, it was reasonably foreseeable to, and was known to or foreseen
17 by, SYNGENTA and CHEVRON that when Defendants' paraquat products were used in a manner
18 that was intended and directed by or reasonably foreseeable to, and was known to or foreseen by,
19 SYNGENTA and CHEVRON, and people were exposed to paraquat as a result, paraquat could and
20 did enter the human body via ingestion into the digestive tract of small droplets swallowed after
21 entering the mouth, nose, or conducting airways, and that paraquat that entered the human body in
22 this way would and did create a substantial risk of harm to people so exposed.

23
24 62. At all relevant times, it was reasonably foreseeable to, and was known to or foreseen
25 by, SYNGENTA and CHEVRON that when Defendants' paraquat products were used in a manner
26 that was intended and directed by or reasonably foreseeable to, and was known to or foreseen by,

1 SYNGENTA and CHEVRON, and people were exposed to paraquat as a result, paraquat that entered
2 the human body via ingestion into the digestive tract could and did enter the enteric nervous system
3 (the part of the nervous system that governs the function of the gastrointestinal tract), and that
4 paraquat that entered the enteric nervous system would and did create a substantial risk of harm to
5 people so exposed.

6 63. At all relevant times, it was reasonably foreseeable to, and was known to or foreseen
7 by, SYNGENTA and CHEVRON that when Defendants' paraquat products were used in a manner
8 that was intended and directed by or reasonably foreseeable to, and was known to or foreseen by,
9 SYNGENTA and CHEVRON, and people were exposed to paraquat as a result, paraquat that entered
10 the human body, whether via absorption, respiration, or ingestion, could and did enter the
11 bloodstream, and that paraquat that entered the bloodstream would and did create a substantial risk
12 of harm to people so exposed.

13 64. At all relevant times, it was reasonably foreseeable to, and was known to or foreseen
14 by, SYNGENTA and CHEVRON that when Defendants' paraquat products were used in a manner
15 that was intended and directed by or reasonably foreseeable to, and was known to or foreseen by,
16 SYNGENTA and CHEVRON, and people were exposed to paraquat as a result, paraquat that entered
17 the bloodstream could and did enter the brain, whether through the blood-brain barrier or parts of
18 the brain not protected by the blood-brain barrier, and that paraquat that entered the brain would
19 and did create a substantial risk of harm to people so exposed.

20 65. At all relevant times, it was reasonably foreseeable to, and was known to or foreseen
21 by, SYNGENTA and CHEVRON that when Defendants' paraquat products were used in a manner
22 that was intended and directed by or reasonably foreseeable to, and was known to or foreseen by,
23 SYNGENTA and CHEVRON, and people were exposed to paraquat as a result, paraquat that entered
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1 the nose and nasal passages could and did enter the brain through the olfactory bulb (a part of the
2 brain involved in the sense of smell), which is not protected by the blood-brain barrier, and that
3 paraquat that entered the olfactory bulb would and did create a substantial risk of harm to people so
4 exposed.

5 66. At all relevant times, it was reasonably foreseeable to, and was known to or foreseen
6 by, SYNGENTA and CHEVRON that when Defendants' paraquat products were used in a manner
7 that was intended and directed by or reasonably foreseeable to, and was known to or foreseen by,
8 SYNGENTA and CHEVRON, and people were exposed to paraquat products that contained
9 surfactants or had surfactants added to them, the surfactants would and did increase the toxicity of
10 paraquat toxicity to humans by increasing its ability to stay in contact with or penetrate cells and
11 cellular structures, including but not limited to the skin, mucous membranes, and other epithelial and
12 endothelial tissues, including tissues of the mouth, nose and nasal passages, trachea, conducting
13 airways, lungs, gastrointestinal tract, blood-brain barrier, and neurons, and that this would and did
14 increase the already substantial risk of harm to people so exposed.
15

16 **E. Parkinson's disease**

17 67. Parkinson's disease is a progressive neurodegenerative disorder of the brain that
18 affects primarily the motor system, the part of the central nervous system that controls movement.
19

20 68. The characteristic symptoms of Parkinson's disease are its "primary" motor
21 symptoms: resting tremor (shaking movement when the muscles are relaxed), bradykinesia (slowness
22 in voluntary movement and reflexes), rigidity (stiffness and resistance to passive movement), and
23 postural instability (impaired balance).
24

25 69. Parkinson's disease's primary motor symptoms often result in "secondary" motor
26 symptoms such as freezing of gait; shrinking handwriting; mask-like expression; slurred,
27

1 monotonous, quiet voice; stooped posture; muscle spasms; impaired coordination; difficulty
2 swallowing; and excess saliva and drooling caused by reduced swallowing movements.

3 70. Non-motor symptoms—such as loss of or altered sense of smell; constipation; low
4 blood pressure on rising to stand; sleep disturbances; and depression—are present in most cases of
5 Parkinson’s disease, often for years before any of the primary motor symptoms appear.

6 71. There is currently no cure for Parkinson’s disease; no treatment will stop or reverse
7 its progression, and the treatments most commonly prescribed for its motor symptoms tend to become
8 progressively less effective, and to cause unwelcome side effects, the longer they are used.

9 72. The selective degeneration and death of dopaminergic neurons (dopamine-producing
10 nerve cells) in a part of the brain called the substantia nigra pars compacta (“SNpc”) is one of the
11 primary pathophysiological hallmarks of Parkinson’s disease.

12 73. Dopamine is a neurotransmitter (a chemical messenger that transmits signals from one
13 neuron to another neuron, muscle cell, or gland cell) that is critical to the brain’s control of motor
14 function (among other things).

15 74. The death of dopaminergic neurons in the SNpc decreases the production of
16 dopamine.

17 75. Once dopaminergic neurons die, they are not replaced; when enough dopaminergic
18 neurons have died, dopamine production falls below the level the brain requires for proper control of
19 motor function, resulting in the motor symptoms of Parkinson’s disease.

20 76. The presence of Lewy bodies (insoluble aggregates of a protein called alpha-synuclein)
21 in many of the remaining dopaminergic neurons in the SNpc is another of the primary
22 pathophysiological hallmarks of Parkinson’s disease.

1 77. 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 78. Scientists who study Parkinson's disease generally agree that oxidative stress is a
4 major factor in—if not the precipitating cause of—the degeneration and death of dopaminergic
5 neurons in the SNpc and the accumulation of Lewy bodies in the remaining dopaminergic neurons
6 that are the primary pathophysiological hallmarks of Parkinson's disease.

7
8 **F. Paraquat's toxicity**

9 79. Paraquat is highly toxic to both plants and animals because it causes and contributes
10 to cause the degeneration and death of living cells in both plants and animals.

11 80. Paraquat causes and contributes to cause the degeneration and death of plant and
12 animal cells both directly, through oxidation, and indirectly, through oxidative stress created or
13 aggravated by the "redox cycling" of paraquat; these processes damage lipids, proteins, and nucleic
14 acids, molecules that are essential components of the structures and functions of living cells, and
15 interfere with cellular functions—in plant cells, with photosynthesis, and in animal cells, with cellular
16 respiration—that are essential to cellular health.

17
18 81. In both plant and animal cells, paraquat undergoes redox cycling that creates or
19 aggravates oxidative stress because of the "redox properties" inherent in paraquat's chemical
20 composition and structure: paraquat is both a strong oxidant and has a high propensity to undergo
21 redox cycling, and to do so repeatedly, in the presence of a suitable reductant and molecular oxygen,
22 both of which are present in all living cells.

23
24 82. The redox cycling of paraquat in living cells creates a "reactive oxygen species"
25 known as superoxide radical, an extremely reactive molecule that can and often does initiate a
26 cascading series of chemical reactions that can and often do create other reactive oxygen species that

1 damage lipids, proteins, and nucleic acids, molecules that are essential components of the structures
2 and functions of living cells.

3 83. Because the redox cycling of paraquat can repeat indefinitely in the conditions
4 typically present in living cells, a single molecule of paraquat can trigger the production of countless
5 molecules of destructive superoxide radical. After even a tiny amount of paraquat enters the human
6 brain, paraquat molecules continue to undergo redox cycling and continue to cause damage to human
7 brain cells. This repeated cycling continues in the presence of oxygen and continues to cause the death
8 of dopaminergic neurons, eventually resulting in the onset of Parkinson's disease. However, even
9 after the onset of Parkinson's disease, the redox cycling continues to cause brain cell damage and
10 death for as long as the victim lives.

11
12 84. The oxidation and redox potentials of paraquat have been known to science since at
13 least the 1930s, and in the exercise of ordinary care should have been known, and were known, to
14 SYNGENTA and CHEVRON at all relevant times.

15
16 85. That paraquat is highly toxic to all living cells—both plant cells and all types of animal
17 cells—has been known to science since at least the mid-1960s, and in the exercise of ordinary care
18 should have been known, and was known, to SYNGENTA and CHEVRON at all relevant times.

19 86. The high toxicity of paraquat to living cells of all types creates a substantial risk of
20 harm to persons exposed to paraquat, which SYNGENTA and CHEVRON should have known in
21 the exercise of ordinary care, and did know, at all relevant times.

22
23 87. The same oxidation and redox potentials that make paraquat highly toxic to plant cells
24 and other types of animal cells make paraquat highly toxic to nerve cells, including dopaminergic
25 neurons, and create a substantial risk of neurotoxic harm to persons exposed to paraquat.

1 SYNGENTA and CHEVRON should have known this in the exercise of ordinary care, and did know
2 this, at all relevant times.

3 **G. Paraquat and Parkinson’s disease**

4 88. The scientific community overwhelmingly agrees that paraquat causes Parkinson’s
5 disease.

6 89. Although Parkinson’s disease is not known to occur naturally in any species other
7 than humans, Parkinson’s disease research is often performed using “animal models,” in which
8 scientists artificially produce in laboratory animals’ conditions that show features characteristic of
9 Parkinson’s disease in humans.

10 90. Paraquat is one of only a handful of toxins that scientists use to produce animal models
11 of Parkinson’s disease.

12 91. In animal models of Parkinson’s disease, hundreds of studies involving various routes
13 of exposure have found that paraquat causes the degeneration and death of dopaminergic neurons in
14 the SNpc, other pathophysiology consistent with that seen in human Parkinson’s disease, and motor
15 deficits and behavioral changes consistent with those commonly seen in human Parkinson’s disease.
16

17 92. Hundreds of *in vitro* studies (experiments in a test tube, culture dish, or other
18 controlled experimental environment) have found that paraquat causes the degeneration and death of
19 dopaminergic neurons.
20

21 93. Many epidemiological studies (studies of the patterns and causes of disease in defined
22 populations) have found an association between paraquat exposure and Parkinson’s disease,
23 including multiple studies finding a two- to five-fold or greater increase in the risk of Parkinson’s
24 disease in populations with occupational exposure to paraquat compared to populations without such
25 exposure.
26

H. Paraquat regulation

1
2 94. The Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), 7 U.S.C. § 136
3 *et seq.*, which regulates the distribution, sale, and use of pesticides within the U.S., requires that
4 pesticides be registered with the EPA prior to their distribution, sale, or use, except as described by
5 FIFRA. 7 U.S.C. 136a(a).

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

9
10 96. As a general rule, FIFRA requires registrants—not the EPA—to perform health and
11 safety testing of pesticides, and the EPA generally does not perform such testing.

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

- 14 a. its composition is such as to warrant the proposed claims for it, 7 U.S.C. §
15 136a(c)(5)(A);
- 16 b. its labeling and other material required to be submitted comply with the requirements
17 of FIFRA, 7 U.S.C. § 136a(c)(5)(B);
- 18 c. it will perform its intended function without unreasonable adverse effects on the
19 environment, 7 U.S.C. § 136a(c)(5)(C); and
- 20 d. when used in accordance with widespread and commonly recognized practice it will
21 not generally cause unreasonable adverse effects on the environment, 7 U.S.C. §
22 136a(c)(5)(D).

23 98. FIFRA defines “unreasonable adverse effects on the environment” as “any
24 unreasonable risk to man or the environment, taking into account the economic, social, and
25 environmental costs and benefits of the use of any pesticide.” 7 U.S.C. § 136(bb).

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

4 100. However, FIFRA further provides that “In no event shall registration of an article be
5 construed as a defense for the commission of any offense under [FIFRA].”

6 7 U.S.C. § 136a(f)(2).

7
8 101. FIFRA further provides that “...it shall be unlawful for any person in any State to
9 distribute or sell to any person... any pesticide which is... misbranded.”

10 7 U.S.C. § 136j(a)(1)(E).

11
12 102. A pesticide is misbranded under FIFRA if, among other things:

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

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

1 with that alleged breach, concealment, suppression, or omission, or unfair or deceptive practice,
2 having rendered the paraquat “misbranded” under FIFRA.

3 104. Plaintiffs bring claims and seek relief in this action only under state law. Plaintiffs do
4 not bring any claims or seek any relief in this action under FIFRA.

5 **VII. Allegations common to specific causes of action⁵**

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

7 105. At all relevant times, Defendants and those with whom they were acting in concert
8 were engaged in the business of designing, manufacturing, and selling paraquat within the U.S.

9 106. At all relevant times, Defendants and those with whom they were acting in concert
10 intended and expected that Defendants’ paraquat products⁶ would be sold and used in the States of
11 California.

12 107. Defendants and those with whom they were acting in concert developed, registered,
13 manufactured, distributed, and sold paraquat for use in formulating Defendants’ paraquat products,
14 and developed, registered, formulated and distributed Defendants’ paraquat products for sale and use
15 in the U.S., including California.
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21 _____
22 ⁵ When used in an allegation in section VII or VIII of this Complaint, where the name of the party is not specified: (1)
23 “Defendant” refers to the Defendant or Defendants from whom relief is sought in the Count in which the allegation
24 appears or is incorporated and/or the predecessors of that Defendant or those Defendants; and (2) “Plaintiffs” refers: (a)
to the Plaintiffs seeking relief in the Count in which the allegation appears or is incorporated, where the Count seeks
damages for personal injuries; or (b) to the spouses of the Plaintiffs seeking relief in the Count in which the allegation
appears or is incorporated, where the Count seeks damages for loss of society or consortium.

25 ⁶ When used in an allegation in section VII or VIII of this Complaint, “Defendants’ paraquat products”: (1) refers to ICI □
26 CHEVRON paraquat products and/or ICI □ SYNGENTA paraquat products when the allegation appears or is incorporated
in a Count directed to SCPLLC and SAG; refers only to ICI □ CHEVRON paraquat products when the allegation appears
or is incorporated in a Count directed to CUSA.

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1 108. Upon information and belief, for many years, Plaintiffs used Defendants' paraquat
2 products in California and repeatedly and regularly for hours at a time, resulting in the repeated,
3 regular, and prolonged exposure of Plaintiffs to paraquat.

4 109. At all relevant times, Defendants' paraquat products were in a defective condition that
5 made them unreasonably dangerous when used in a manner that was intended or directed by or
6 reasonably foreseeable to, and was known to or foreseen by, Defendants and those with whom they
7 were acting in concert, in that:

- 8
- 9 a. they were designed, manufactured, formulated, and packaged such that when so used,
10 paraquat was likely to be inhaled, ingested, and absorbed into the bodies of persons
11 who used them, were nearby while they were being used, or entered fields or orchards
12 where they had been sprayed or areas near where they had been sprayed; and
 - 13 b. when inhaled, ingested, or absorbed into the bodies of persons who used them, were
14 nearby while they were being used, or entered fields or orchards where they had been
15 sprayed or areas near where they had been sprayed, paraquat was likely to cause or
16 contribute to cause latent, permanent, and cumulative neurological damage, and
17 repeated exposures were likely to cause or contribute to cause clinically significant
18 neurodegenerative disease, including Parkinson's disease, to develop over time and
19 manifest long after exposure.

20 110. At all relevant times, this defective condition in Defendants' paraquat products existed
21 when they left the control of Defendants and those with whom they were acting in concert and were
22 placed into the stream of commerce.

23 111. At all relevant times, Defendants and those with whom they were acting in concert
24 knew or foresaw that this defective condition of Defendants' paraquat products would create a
25 substantial risk of harm to persons who used them, were nearby while they were being used, or
26 entered fields or orchards where they had been sprayed or areas near where they had been sprayed,
27 but in conscious disregard for the safety of others, including Plaintiffs, continued to place them into
28 the stream of commerce.

1 112. As a result of this defective condition, Defendants' paraquat products either failed to
2 perform in the manner reasonably to be expected in light of their nature and intended function, or the
3 magnitude of the dangers outweighed their utility.

4 113. At all relevant times, Defendants' paraquat products were used in a manner that was
5 intended or directed by or reasonably foreseeable to, and was known to or foreseen by, Defendants
6 and those with whom they were acting in concert.

7 114. At all relevant times, Defendants concealed the defective condition of their product
8 from Plaintiffs thus preventing Plaintiff from discovering the causal link between their injury and
9 paraquat.
10

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

12 115. At all relevant times, Defendants and those with whom they were acting inconcert
13 were engaged in the U.S. paraquat business.

14 116. At all relevant times, Defendants and those with whom they were acting in concert
15 intended and expected that Defendants' paraquat products would be sold and used in the State of
16 California.
17

18 117. Defendants and those with whom they were acting in concert developed, registered,
19 manufactured, distributed, and sold paraquat for use in formulating Defendants' paraquat products,
20 and developed, registered, formulated and distributed Defendants' paraquat products for sale and use
21 in the U.S., including California.

22 118. Upon information and belief, for many years, Plaintiffs used Defendants' paraquat
23 products in California repeatedly and regularly for hours at a time, resulting in the repeated, regular,
24 and prolonged exposure of Plaintiff to paraquat.
25

1 119. At all relevant times, Defendants and those with whom they were acting in concert
2 should have known in the exercise of ordinary care, and did know, that when used in a manner that
3 was intended or directed by or reasonably foreseeable to, and was known to or foreseen by,
4 Defendants and those with whom it was acting in concert:

- 5 a. Defendants' paraquat products were designed, manufactured, formulated, and
6 packaged such that when so used, paraquat was likely to be inhaled, ingested, and
7 absorbed into the bodies of persons who used them, were nearby while they were
8 being used, or entered fields or orchards where they had been sprayed or areas near
9 where they had been sprayed; and
- 10 b. when inhaled, ingested, or absorbed into the bodies of persons who used them, were
11 nearby while they were being used, or entered fields or orchards where they had been
12 sprayed or areas near where they had been sprayed, paraquat was likely to cause or
13 contribute to cause latent, cumulative, and permanent neurological damage, and
14 repeated exposures were likely to cause or contribute to cause clinically significant
15 neurodegenerative disease, including Parkinson's disease, to develop over time and
16 manifest long after exposure.

17 120. At all relevant times, Defendants' paraquat products were in a defective condition that
18 made them unreasonably dangerous when used in a manner that was intended or directed by or
19 reasonably foreseeable to, and was known to or foreseen by, Defendants and those with whom they
20 were acting in concert, in that:

- 21 a. they were not accompanied by directions for use that would have made paraquat
22 unlikely to be inhaled, ingested, and absorbed into the bodies of persons who used
23 them, were nearby while they were being used, or entered fields or orchards where
24 they had been sprayed or areas near where they had been sprayed; and
- 25 b. they were not accompanied by a warning that when inhaled, ingested, or absorbed
26 into the bodies of persons who used them, were nearby while they were being used,
27 or entered fields or orchards where they had been sprayed or areas near where they
28 had been sprayed, paraquat was likely to cause or contribute to cause latent,
cumulative, and permanent neurological damage, and that repeated exposures were
likely to cause or contribute to cause clinically significant neurodegenerative disease,
including Parkinson's disease, to develop over time and manifest long after exposure.

1 128. Defendants and those with whom they were acting in concert developed, registered,
2 manufactured, distributed, and sold paraquat for use in formulating Defendants' paraquat products,
3 and developed, registered, formulated and distributed Defendants' paraquat products for sale and use
4 in the U.S., including California.

5 129. Upon information and belief, for many years, Plaintiffs used Defendants' paraquat
6 products in California repeatedly and regularly for hours at a time, resulting in the repeated, regular,
7 and prolonged exposure of Plaintiffs to paraquat.

8 130. At all relevant times, in designing, manufacturing, and distributing paraquat for use
9 in formulating paraquat products and in designing, formulating, packaging, labeling, and distributing
10 paraquat products, Defendants and those with whom they were acting in concert owed a duty to
11 exercise ordinary care for the health and safety of persons, including Plaintiffs, whom it was
12 reasonably foreseeable could be exposed to paraquat in such products.

13 131. When Defendants and those with whom they were acting in concert designed,
14 manufactured, and distributed paraquat for use in formulating Defendants' paraquat products and
15 designed, formulated, packaged, labeled, and distributed Defendants' paraquat products, it was
16 reasonably foreseeable and in the exercise of ordinary care Defendants should have known, and
17 Defendants did know, that when Defendants' paraquat products were used in a manner that was
18 intended or directed by or reasonably foreseeable to, and was known to or foreseen by, Defendants
19 and those with whom they were acting in concert:

- 20
21
22
- 23 a. they were designed, manufactured, formulated, and packaged such that paraquat was
24 likely to be inhaled, ingested, and absorbed into the bodies of persons who used them,
25 were nearby while they were being used, or entered fields or orchards where they had
26 been sprayed or areas near where they had been sprayed; and
 - 27 b. when inhaled, ingested, or absorbed into the bodies of persons whoused them, were
28 nearby while they were being used, or entered fields or orchards where they had been
sprayed or areas near where they had been sprayed, paraquat was likely to cause or

1 contribute to cause latent, cumulative, and permanent neurological damage, and
2 repeated exposures were likely to cause or contribute to cause clinically significant
3 neurodegenerative disease, including Parkinson's disease, to develop over time and
4 manifest long after exposure.

5 132. In breach of their duty to Plaintiffs, Defendants and those with whom they were acting
6 in concert negligently, and in conscious disregard for the safety of others:

- 7 a. failed to design, manufacture, formulate, and package Defendants' paraquat products
8 to make paraquat unlikely to be inhaled, ingested, and absorbed into the bodies of
9 persons who used them, were nearby while they were being used, or entered fields or
10 orchards where they had been sprayed or areas near where they had been sprayed;
- 11 b. designed and manufactured paraquat and designed and formulated Defendants'
12 paraquat products such that when inhaled, ingested, or absorbed into the bodies of
13 persons who used Defendants' paraquat products, were nearby while they were being
14 used, or entered fields or orchards where they had been sprayed or areas near where
15 they had been sprayed, paraquat was likely to cause or contribute to cause latent,
16 cumulative, and permanent neurological damage, and repeated exposures were likely
17 to cause or contribute to cause clinically significant neurodegenerative disease,
18 including Parkinson's disease, to develop over time and manifest 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 Defendants' paraquat products, were nearby while they
22 were being used, or entered fields or orchards where they had been sprayed or areas
23 near where they had been sprayed;
- 24 d. failed to perform adequate testing to determine the extent to which spray drift from
25 Defendants' paraquat products was likely to occur, including their propensity to drift,
26 the distance they were likely to drift, and the extent to which paraquat spray droplets
27 were likely to enter the bodies of persons spraying Defendants' paraquat products or
28 nearby during or after spraying;
- 29 e. failed to perform adequate testing to determine the extent to which paraquat, when
30 inhaled, ingested, or absorbed into the bodies of persons who used Defendants'
31 paraquat products, were nearby while they were being used, or entered fields or
32 orchards where they had been sprayed or areas near where they had been sprayed, was
33 likely to cause or contribute to cause latent, cumulative, and permanent neurological
34 damage, and the extent to which repeated exposures were likely to cause or contribute
35 to cause clinically significant neurodegenerative disease, including Parkinson's
36 disease, to develop over time and manifest long after exposure;
- 37 f. failed to perform adequate testing to determine the extent to which paraquat, when
38 formulated or mixed with surfactants or other pesticides or used along with other

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1 pesticides, and inhaled, ingested, or absorbed into the bodies of persons who used
2 Defendants' paraquat products, were nearby while they were being used, or entered
3 fields or orchards where they had been sprayed or areas near where they had been
4 sprayed, was likely to cause or contribute to cause latent, cumulative, and permanent
5 neurological damage, and the extent to which repeated exposures were likely to cause
6 or contribute to cause clinically significant neurodegenerative disease, including
7 Parkinson's disease, to develop over time and manifest long after exposure;

8 g. failed to direct that Defendants' paraquat products be used in a manner that would
9 have made it unlikely for paraquat to have been inhaled, ingested, and absorbed into
10 the bodies of persons who used them, were nearby while they were being used, or
11 entered fields or orchards where they had been sprayed or areas near where they had
12 been sprayed; and

13 h. failed to warn that when inhaled, ingested, or absorbed into the bodies of persons who
14 used Defendants' paraquat products, were nearby while they were being used, or
15 entered fields or orchards where they had been sprayed or areas near where they had
16 been sprayed, paraquat was likely to cause or contribute to cause latent, cumulative,
17 and permanent neurological damage, and repeated exposures were likely to cause or
18 contribute to cause clinically significant neurodegenerative disease, including
19 Parkinson's disease, to develop over time and manifest long after exposure.

20 133. At all relevant times, Defendants' paraquat products were used in a manner that was
21 intended or directed by or reasonably foreseeable to, and was known to or foreseen by, Defendants
22 and those with whom they were acting in concert.

23 134. At all relevant times, Defendants' concealed the dangers of their product as listed
24 above from Plaintiffs thus preventing Plaintiff from discovering the causal link between their injury
25 and paraquat.

26 **D. Public nuisance**

27 135. At all relevant times, Defendants and those with whom they were acting in concert
28 were engaged in the U.S. paraquat business.

136. At all relevant times, Defendants and those with whom they were acting in concert
intended and expected that Defendants' paraquat products would be sold and used in the State of
California.

1 137. Defendants and those with whom they were acting in concert developed, registered,
2 manufactured, distributed, and sold paraquat for use in formulating Defendants' paraquat products,
3 and developed, registered, formulated and distributed Defendants' paraquat products for sale and use
4 in the U.S., including California.

5 138. For many years, Plaintiffs used Defendants' paraquat products in California
6 repeatedly and regularly for hours at a time, resulting in the repeated, regular, and prolonged exposure
7 of Plaintiffs to paraquat.

8 139. At all relevant times, Defendants and those with whom they were acting in concert
9 owed a duty to the public, including Plaintiffs and other persons whom they could reasonably foresee
10 were likely to use Defendants' paraquat products or otherwise be in or near places where they were
11 being or recently had been used within the State of California, to provide and maintain a healthful
12 environment in connection with the design, manufacture, and distribution of paraquat for use in
13 formulating Defendants' paraquat products, and the design, formulation and distribution of
14 Defendants' paraquat products, that Defendants intended and expected to be used in the State of
15 California.
16 California.

17 140. When Defendants and those with whom they were acting in concert designed,
18 manufactured, and distributed paraquat for use in formulating Defendants' paraquat products and
19 designed, formulated, packaged, labeled, and distributed Defendants' paraquat products, it was
20 reasonably foreseeable and in the exercise of ordinary care Defendant should have known, and
21 Defendant did know, that when Defendants' paraquat products were used in a manner that was
22 intended or directed by or reasonably foreseeable to, and was known to or foreseen by, Defendants
23 and those with whom they were acting in concert:
24 and those with whom they were acting in concert:

- 25 a. they were designed, manufactured, formulated, and packaged such that paraquat was
26 likely to be inhaled, ingested, and absorbed into the bodies of persons who used them,
27

1 were nearby while they were being used, or entered fields or orchards where they had
2 been sprayed or areas near where they had been sprayed; and

- 3 b. when inhaled, ingested, or absorbed into the bodies of persons who used them, were
4 nearby while they were being used, or entered fields or orchards where they had been
5 sprayed or areas near where they had been sprayed, paraquat was likely to cause or
6 contribute to cause latent, cumulative, and permanent neurological damage, and
7 repeated exposures were likely to cause or contribute to cause clinically significant
8 neurodegenerative disease, including Parkinson's disease, to develop over time and
9 manifest long after exposure.

10 141. In breach of their duty to members of the public, including Plaintiffs, Defendants and
11 those with whom they were acting in concert negligently, and in conscious disregard for the safety
12 of others:

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

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1 orchards where they had been sprayed or areas near where they had been sprayed, was
2 likely to cause or contribute to cause latent, cumulative, and permanent neurological
3 damage, and the extent to which repeated exposures were likely to cause or contribute
to cause clinically significant neurodegenerative disease, including Parkinson’s
disease, to develop over time and manifest long after exposure;

4 f. failed to perform adequate testing to determine the extent to which paraquat, when
5 formulated or mixed with surfactants or other pesticides or used along with other
6 pesticides, and inhaled, ingested, or absorbed into the bodies of persons who used
7 Defendants’ paraquat products, were nearby while they were being used, or entered
8 fields or orchards where they had been sprayed or areas near where they had been
9 sprayed, was likely to cause or contribute to cause latent, cumulative, and permanent
neurological damage, and the extent to which repeated exposures were likely to cause
or contribute to cause clinically significant neurodegenerative disease, including
Parkinson’s disease, to develop over time and manifest long after exposure;

10 g. failed to direct that Defendants’ paraquat products be used in a manner that would
11 have made it unlikely for paraquat to have been inhaled, ingested, and absorbed into
12 the bodies of persons who used them, were nearby while they were being used, or
entered fields or orchards where they had been sprayed or areas near where they had
been sprayed; and

13 h. failed to warn that when inhaled, ingested, or absorbed into the bodies of persons who
14 used Defendants’ paraquat products, were nearby while they were being used, or
15 entered fields or orchards where they had been sprayed or areas near where they had
16 been sprayed, paraquat was likely to cause or contribute to cause latent, cumulative,
17 and permanent neurological damage, and repeated exposures were likely to cause or
contribute to cause clinically significant neurodegenerative disease, including
Parkinson’s disease, to develop over time and manifest long after exposure.

18 142. At all relevant times, Defendants’ paraquat products were used in a manner that was
19 intended or directed by or reasonably foreseeable to, and was known to and foreseen by, Defendants
20 and those with whom they were acting in concert.

21 **E. California Consumer Legal Remedies Act, Cal. Civ. § 1750, et seq.**

22 143. At all relevant times, Defendants and those with whom they were acting in concert
23 were engaged in the U.S. paraquat business.
24

1 144. At all relevant times, Defendants and those with whom they were acting in concert
2 intended and expected that Defendants' paraquat products would be sold and used in the State of
3 California.

4 145. Defendants and those with whom they were acting in concert developed, registered,
5 manufactured, distributed, and sold paraquat for use in formulating Defendants' paraquat products,
6 and developed, registered, formulated and distributed Defendants' paraquat products for sale and use
7 in the U.S., including California.

8 146. Upon information and belief, Plaintiff John Milling's employers purchased
9 Defendants' paraquat products in California for the purpose of controlling weeds and not for resale,
10 and for many years, Plaintiff John Milling used these products in California repeatedly and regularly
11 for hours at a time, resulting in the repeated, regular, and prolonged exposure of Plaintiff John Milling
12 to paraquat.

13 147. At all relevant times and upon information and belief, Plaintiff John Milling,
14 Defendant, and others with whom Defendant acted in concert, were persons within the meaning of
15 Cal. Civ. Code § 1761(c).

16 148. At all relevant times, Plaintiff John Milling were consumers within the meaning of
17 Cal. Civ. Code § 1761(d).

18 149. The California Consumer Legal Remedies Act, Cal. Civ. § 1770(a)(5); (7), provides
19 in pertinent part:

20 The following unfair methods of competition and unfair or deceptive acts or practices
21 undertaken by any person in a transaction intended to result or that results in the sale
22 or lease of goods or services to any consumer are unlawful: Representing that goods
23 or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
24 quantities that they do not have or that a person has a sponsorship, approval, status,
25 affiliation, or connection that he or she does not have [...] Representing that goods or
26 services are of a particular standard, quality, or grade, or that goods are of a particular
27 style or model, if they are of another.

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150. At all relevant times, Defendants and those with whom they were acting in concert had both constructive and actual knowledge that when Defendants' paraquat products were used in a manner that was intended or directed by or reasonably foreseeable to, and was known to or foreseen by, Defendants and those with whom they were acting in concert:

- a. they were designed, manufactured, formulated, and packaged such that paraquat was likely to be inhaled, ingested, and absorbed into the bodies of persons who used them, were nearby while they were being used, or entered fields or orchards where they had been sprayed or areas near where they had been sprayed; and
- b. when inhaled, ingested, or absorbed into the bodies of persons who used them, were nearby while they were being used, or entered fields or orchards where they had been sprayed or areas near where they had been sprayed, paraquat was likely to cause or contribute to cause latent, cumulative, and permanent neurological damage, and repeated exposures were likely to cause or contribute to cause clinically significant neurodegenerative disease, including Parkinson's disease, to develop over time and manifest long after exposure.

151. At all relevant times, Defendants and those with whom they were acting in concert had both constructive and actual knowledge that:

- a. adequate testing had not been performed to determine the extent to which exposure to paraquat was likely to occur through inhalation, ingestion, and absorption into the bodies of persons who used Defendants' paraquat products, were nearby while they were being used, or entered fields or orchards where they had been sprayed or areas near where there had been sprayed;
- b. adequate testing had not been performed to determine the extent to which spray drift was likely to occur when Defendants' paraquat products were used, including their propensity to drift, the distance they were likely to drift, and the extent to which paraquat spray droplets were likely to enter the bodies of persons spraying or others nearby during or after spraying;
- c. adequate testing had not been performed to determine the extent to which paraquat, when inhaled, ingested, or absorbed into the bodies of persons who used Defendants' paraquat products, were nearby while they were being used, or entered fields or orchards where they had been sprayed or areas near where they had been sprayed, were likely to cause or contribute to cause latent, cumulative, and permanent neurological damage, and the extent to which repeated exposures were likely to cause or contribute to cause clinically significant neurodegenerative disease, including Parkinson's disease, to develop over time and manifest long after exposure; and

- 1 d. adequate testing had not been performed to determine the extent to which paraquat,
2 when formulated or mixed with surfactants or other pesticides or used along with
3 other pesticides, and inhaled, ingested, or absorbed into the bodies of persons who
4 used Defendants' paraquat products, were nearby while they were being used, or
5 entered fields or orchards where they had been sprayed or areas near where there had
6 been sprayed, was likely to cause or contribute to cause latent, cumulative, and
7 permanent neurological damage, and the extent to which repeated exposures were
8 likely to cause or contribute to cause clinically significant neurodegenerative disease,
9 including Parkinson's disease, to develop over time and manifest long after exposure.

10 152. From the first date on which Defendants and those with whom they were acting in
11 concert placed Defendants' paraquat products into the stream of commerce for use in the State of
12 California through the last date on which Plaintiff John Milling was exposed to Defendants' paraquat
13 products, Defendants and those with whom they were acting in concert engaged in unfair or deceptive
14 acts or practices, including but not limited to deception, fraud, false pretense, false promise,
15 misrepresentation or the concealment, suppression, or omission of material facts, in designing,
16 manufacturing, and distributing paraquat for use in formulating Defendants' paraquat products for
17 distribution for sale and use in the State of California and in designing, formulating, and distributing
18 Defendants' paraquat products for sale and use in the State of California, in that they:

- 19 a. concealed, suppressed, or omitted to disclose that Defendants' paraquat products were
20 designed, manufactured, formulated, and packaged such that paraquat was likely to
21 be inhaled, ingested, and absorbed into the bodies of persons who used them, were
22 nearby while they were being used, or entered fields or orchards where they had been
23 sprayed or areas near where they had been sprayed;
24 b. concealed, suppressed, or omitted to disclose that when inhaled, ingested, or absorbed
25 into the bodies of persons who used Defendants' paraquat products, were nearby while
26 they were being used, or entered fields or orchards where they had been sprayed
27 or areas near where they had been sprayed, paraquat was likely to cause or contribute
28 to cause latent, cumulative, and permanent neurological damage, and repeated
 exposures were likely to cause or contribute to cause clinically significant
 neurodegenerative disease, including Parkinson's disease, to develop over time and
 manifest long after exposure;
 c. concealed, suppressed, or omitted to disclose that adequate testing had not been
 performed to determine the extent to which exposure to paraquat was likely to occur

1 through inhalation, ingestion, and absorption into the bodies of persons who used
2 Defendants' paraquat products, were nearby while they were being used, or entered
3 fields or orchards where they had been sprayed or areas near where they had been
4 sprayed;

5 d. concealed, suppressed, or omitted to disclose that adequate testing had not been
6 performed to determine the extent to which spray drift was likely to occur when
7 Defendants' paraquat products were used, including their propensity to drift, the
8 distance they were likely to drift, and the extent to which paraquat spray droplets were
9 likely to enter the bodies of persons spraying or others nearby during or after spraying;

10 e. concealed, suppressed, or omitted to disclose that adequate testing had not been
11 performed to determine the extent to which paraquat, when inhaled, ingested, or
12 absorbed into the bodies of persons who used Defendants' paraquat products, were
13 nearby while they were being used, or entered fields or orchards where they had been
14 sprayed or areas near where they had been sprayed, was likely to cause or contribute
15 to cause latent, cumulative, and permanent neurological damage, and the extent to
16 which repeated exposures were likely to cause or contribute to cause clinically
17 significant neurodegenerative disease, including Parkinson's disease, to develop over
18 time and manifest long after exposure; and

19 f. concealed, suppressed, or omitted to disclose that adequate testing had not been
20 performed to determine the extent to which paraquat, when formulated or mixed with
21 surfactants or other pesticides or used along with other pesticides, and inhaled,
22 ingested, or absorbed into the bodies of persons who used Defendants' paraquat
23 products, were nearby while they were being used, or entered fields or orchards where
24 they had been sprayed or areas near where they had been sprayed, was likely to cause
25 or contribute to cause latent, cumulative, and permanent neurological damage, and the
26 extent to which repeated exposures were likely to cause or contribute to cause
27 clinically significant neurodegenerative disease, including Parkinson's disease, to
28 develop over time and manifest long after exposure.

153. These acts and practices of Defendants and those with whom they were acting in
concert in designing, manufacturing, and distributing paraquat for use in formulating Defendants'
paraquat products for distribution for sale and use in the State of California and in designing,
formulating, and distributing Defendants' paraquat products for sale and use in the State of California
were unfair because they offended public policy, were immoral, unethical, oppressive, and
unscrupulous, and caused substantial injury to consumers.

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1 154. These acts and practices of Defendants and those with whom they were acting in
2 concert in designing, manufacturing, and distributing paraquat for use in formulating Defendants'
3 paraquat products for distribution for sale and use in the State of California and in designing,
4 formulating, and distributing Defendants' paraquat products for sale and use in the State of California
5 offended the clearly stated public policy of the State of California, as expressed in Cal. Const. Art. I,
6 § I, that "[a]ll people are by nature free and independent and have inalienable rights. Among these
7 are enjoying and defending life and liberty, acquiring, possessing, and protecting property, and
8 pursuing and obtaining safety, happiness, and privacy."

10 155. These acts and practices of Defendants and those with whom they were acting in
11 concert in designing, manufacturing, and distributing paraquat for use in formulating Defendants'
12 paraquat products for distribution for sale and use in the State of California and in designing,
13 formulating, and distributing Defendants' paraquat products for sale and use in the State of California
14 offended the clearly stated public policy of the State of California, as expressed in California
15 Environmental Quality Act, Cal. Pub. Res. Code § 21000, that:

- 17 a. The maintenance of a quality environment for the people of this state now and in the
18 future is a matter of statewide concern.
- 19 b. It is necessary to provide a high-quality environment that at all times is healthful and
20 pleasing to the senses and intellect of man.
- 21 c. It is the intent of the Legislature that all agencies of the state government which
22 regulate activities of private individuals, corporations, and public agencies which
23 are found to affect the quality of the environment, shall regulate such activities so
24 that major consideration is given to preventing environmental damage, while
25 providing a decent home and satisfying living environment for every Californian.

26 156. These acts and practices of Defendants and those with whom they were acting in
27 concert in designing, manufacturing, and distributing paraquat for use in formulating Defendants'
28 paraquat products for distribution for sale and use in the State of California and in designing,

1 formulating, and distributing Defendants’ paraquat products for sale and use in the State of California
2 were immoral and unethical, as they served only to benefit Defendants and those with whom they
3 were acting in concert at the expense of the health of purchasers and users of Defendants’ paraquat
4 products and the public.

5 157. These acts and practices of Defendants and those with whom they were acting in
6 concert in designing, manufacturing, and distributing paraquat for use in formulating Defendants’
7 paraquat products for distribution for sale and use in the State of California and in designing,
8 formulating, and distributing Defendants’ paraquat products for sale and use in the State of California
9 were likely to cause substantial injury to purchasers and users of paraquat and the public by exposing
10 them to unnecessary risks to their health.

11 158. These acts and practices of Defendants and those with whom they were acting in
12 concert in designing, manufacturing, and distributing paraquat for use in formulating Defendants’
13 paraquat products for distribution for sale and use in the State of California and in designing,
14 formulating, and distributing Defendants’ paraquat products for sale and use in the State of California
15 were likely to cause, and did cause, substantial injury to purchasers and users of paraquat and the
16 public in that but for these acts and practices, Defendants’ paraquat products would not have been
17 purchased for use in California and persons who used them, were nearby while they was being used,
18 or entered fields or orchards where they had been sprayed or areas near where it they been sprayed,
19 would not have been injured by exposure to paraquat.

20 219. Defendants and those with whom they were acting in concert in designing,
21 manufacturing, and distributing paraquat for use in formulating Defendants’ paraquat products for
22 distribution for sale and use in the State of California and in designing, formulating, and distributing
23 Defendants’ paraquat products for sale and use in the State of California committed these acts and
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engaged in these practices in conscious disregard of the safety of others, including Plaintiff John Milling.

160. The injuries caused by these acts and practices of Defendants and those with whom they were acting in concert in designing, manufacturing, and distributing paraquat for use in formulating Defendants’ paraquat products for distribution for sale and use in the State of California and in designing, formulating, and distributing Defendants’ paraquat products for sale and use in the State of California—namely, purchasers’ monetary losses and the injuries and damages (including monetary losses) to persons who used them, were nearby while they were being used, or entered fields or orchards where they had been sprayed or areas near where they had been sprayed, including Plaintiff John Milling—are not outweighed by any countervailing benefit to consumers or competition.

161. The injuries caused by these acts and practices of Defendants and those with whom they were acting in concert in designing, manufacturing, and distributing paraquat for use in formulating Defendants’ paraquat products for distribution for sale and use in the State of California and in designing, formulating, and distributing Defendants’ paraquat products for sale and use in the State of California—namely, purchasers’ monetary losses and the injuries and damages (including monetary losses) to persons who used them, were nearby while they were being used, or entered fields or orchards where they had been sprayed or areas near where they had been sprayed, including Plaintiff John Milling—were not reasonably avoidable; because Defendants and those with whom they were acting in concert had and failed to disclose material nonpublic information, consumers had no reason to anticipate the impending harm and thus avoid their injuries.

1 162. Defendants and those with whom they were acting in concert intended that purchasers
2 of Defendants' paraquat products, including Plaintiff John Milling, purchase them in reliance on
3 these unfair and deceptive acts and practices.

4 163. The facts that Defendants and those with whom they were acting in concert concealed,
5 suppressed, or omitted to disclose were material to the decisions to purchase Defendants' paraquat
6 products, and would not have been purchased had these facts been disclosed.

7 164. These unfair and deceptive acts and practices of Defendants and those with whom
8 they were acting in concert occurred in connection with their conduct of trade and commerce in the
9 State of California.

10 165. These unfair and deceptive acts and practices of Defendants and those with whom
11 they were acting in concert violated the California Consumer Legal Remedies Act, 1750, *et seq.*

12 166. Defendants and those with whom they were acting in concert committed these unfair
13 and deceptive practices knowing they created a substantial risk of harm to Plaintiff John Milling and
14 others who purchased and used Defendants' paraquat products in California.
15

16
17 **F. Breach of implied warranty of merchantability**

18 167. At all relevant times, Defendants and those with whom they were acting in concert
19 were engaged in the U.S. paraquat business.

20 168. At all relevant times, Defendants and those with whom they were acting in concert
21 intended and expected that Defendants' paraquat products would be sold and used in the State of
22 California.

23 169. Defendants and those with whom they were acting in concert developed, registered,
24 manufactured, distributed, and sold paraquat for use in formulating Defendants' paraquat products,
25

1 and developed, registered, formulated and distributed Defendants' paraquat products for sale and use
2 in the U.S., including California.

3 170. Upon information and belief, Plaintiff used Defendants' paraquat products in
4 California repeatedly and regularly for hours at a time, resulting in the repeated, regular, and
5 prolonged exposure of Plaintiffs to paraquat.

6 171. At the time of each sale of Defendants' paraquat products that resulted in Plaintiff's
7 exposure to paraquat, Defendants and those with whom they were acting in concert impliedly
8 warranted that Defendants' paraquat products were of merchantable quality, including that they were
9 fit for the ordinary purposes for which such goods were used, pursuant to section 2-314 of the
10 Uniform Commercial Code.

11 172. Defendants and those with whom they were acting in concert breached this warranty
12 as to each sale of Defendants' paraquat products that resulted in Plaintiffs' exposure to paraquat, in
13 that Defendants' paraquat products were not of merchantable quality because they were not fit for
14 the ordinary purposes for which such goods were used, and in particular:
15

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

COUNT 1 – STRICT PRODUCT LIABILITY DESIGN DEFECT
PLAINTIFFS v. DEFENDANTS SCPLLC AND SAG

1
2 173. Plaintiff John Milling incorporates in this Count by reference paragraphs 1 through
3 172 of this Complaint.

4
5 174. As a direct and proximate result of the defective and unreasonably dangerous
6 condition of Defendants’ paraquat products, Plaintiff John Milling developed Parkinson’s disease;
7 has suffered severe and permanent physical pain, mental anguish, and disability, and will continue
8 to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so
9 for the remainder of his life; has lost income that he otherwise would have earned and will continue
10 to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical
11 treatment and will continue to do so for the remainder of his life.

COUNT 2 – STRICT PRODUCT LIABILITY – FAILURE TO WARN
PLAINTIFFS v. DEFENDANTS SCPLLC AND SAG

12
13
14 175. Plaintiff John Milling incorporates in this Count by reference paragraphs 1 through
15 172 of this Complaint.

16
17 176. As a direct and proximate result of the lack of adequate directions for the use of and
18 warnings about the dangers of Defendants’ paraquat products, Plaintiff John Milling developed
19 Parkinson’s disease; has suffered severe and permanent physical pain, mental anguish, and disability,
20 and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will
21 continue to do so for the remainder of his life; has lost income that he otherwise would have earned
22 and will continue to do so for the remainder of his life; and has incurred reasonable expenses for
23 necessary medical treatment and will continue to do so for the remainder of his life.
24

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COUNT 3 – NEGLIGENCE
PLAINTIFFS v. DEFENDANTS SCPLLC AND SAG

1
2 177. Plaintiff John Milling incorporates in this Count by reference paragraphs 1 through
3 172 of this Complaint.

4
5 178. As a direct and proximate result of the negligence of Defendants and those with whom
6 they were acting in concert, Plaintiff John Milling developed Parkinson’s disease; has suffered severe
7 and permanent physical pain, mental anguish, and disability, and will continue to do so for the
8 remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder
9 of his life; has lost income that he otherwise would have earned and will continue to do so for the
10 remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will
11 continue to do so for the remainder of his life.

COUNT 4 – PUBLIC NUISANCE
PLAINTIFFS v. DEFENDANTS SCPLLC AND SAG

12
13
14 179. Plaintiff John Milling incorporates in this Count by reference paragraphs 1 through
15 172 of this Complaint.

16
17 180. As a direct and proximate result of the public nuisance created by Defendants and
18 those with whom they were acting in concert, Plaintiff John Milling developed Parkinson’s disease;
19 has suffered severe and permanent physical pain, mental anguish, and disability, and will continue
20 to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so
21 for the remainder of his life; has lost income that he otherwise would have earned and will continue
22 to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical
23 treatment and will continue to do so for the remainder of his life.

COUNT 5 – CALIFORNIA CONSUMER LEGAL REMEDIES ACT
PLAINTIFFS v. DEFENDANTS SCPLLC AND SAG

1
2 181. Plaintiff John Milling incorporates in this Count by reference paragraphs 1 through
3 172 of this Complaint.

4
5 182. As a direct and proximate result of the violations of the California Consumer Legal
6 Remedies Act by Defendants and those with whom they were acting in concert, Plaintiff John Milling
7 developed Parkinson’s disease; has suffered severe and permanent physical pain, mental anguish,
8 and disability, and will continue to do so for the remainder of his life; has suffered the loss of a
9 normal life and will continue to do so for the remainder of his life; has lost income that he otherwise
10 would have earned and will continue to do so for the remainder of his life; and has incurred reasonable
11 expenses for necessary medical treatment and will continue to do so for the remainder of his life.

COUNT 6 – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PLAINTIFFS v. DEFENDANTS SCPLLC AND SAG

12
13
14 183. Plaintiff John Milling incorporates in this Count by reference paragraphs 1 through
15 172 of this Complaint.

16
17 184. As a direct and proximate result of the breaches of the implied warranty of
18 merchantability by Defendants and those with whom they were acting in concert, Plaintiff John
19 Milling developed Parkinson’s disease; has suffered severe and permanent physical pain, mental
20 anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss
21 of a normal life and will continue to do so for the remainder of his life; has lost income that he
22 otherwise would have earned and will continue to do so for the remainder of his life; and has incurred
23 reasonable expenses for necessary medical treatment and will continue to do so for the remainder of
24 his life.

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COUNT 7 – STRICT PRODUCT LIABILITY – DESIGN DEFECT
PLAINTIFFS v. DEFENDANT CHEVRON U.S.A., INC.

1
2 185. Plaintiff John Milling incorporates in this Count by reference paragraphs 1 through
3 172 of this Complaint.

4
5 186. As a direct and proximate result of the defective and unreasonably dangerous
6 condition of Defendants’ paraquat products, Plaintiff John Milling developed Parkinson’s disease;
7 has suffered severe and permanent physical pain, mental anguish, and disability, and will continue
8 to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so
9 for the remainder of his life; has lost income that he otherwise would have earned and will continue
10 to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical
11 treatment and will continue to do so for the remainder of his life.

COUNT 8 – STRICT PRODUCT LIABILITY – FAILURE TO WARN
PLAINTIFFS v. DEFENDANT CHEVRON U.S.A., INC.

12
13
14 187. Plaintiff John Milling incorporates in this Count by reference 1 through 172 of this
15 Complaint.

16
17 188. As a direct and proximate result of the lack of adequate directions for the use of and
18 warnings about the dangers of Defendants’ paraquat products, Plaintiff John developed Parkinson’s
19 disease; has suffered severe and permanent physical pain, mental anguish, and disability, and will
20 continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue
21 to do so for the remainder of his life; has lost income that he otherwise would have earned and will
22 continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary
23 medical treatment and will continue to do so for the remainder of his life.

COUNT 9 – NEGLIGENCE
PLAINTIFFS v. DEFENDANT CHEVRON U.S.A., INC.

1
2 189. Plaintiff John Milling incorporates in this Count by reference paragraphs 1 through
3 172 of this Complaint.

4
5 190. As a direct and proximate result of the negligence of Defendant and those with whom
6 was acting in concert, Plaintiff John Milling developed Parkinson’s disease; has suffered severe and
7 permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder
8 of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his
9 life; has lost income that he otherwise would have earned and will continue to do so for the remainder
10 of his life; and has incurred reasonable expenses for necessary medical treatment and will continue
11 to do so for the remainder of his life.

COUNT 10 – PUBLIC NUISANCE
PLAINTIFFS v. DEFENDANT CHEVRON U.S.A., INC.

12
13
14 191. Plaintiff John Milling incorporates in this Count by reference paragraphs 1 through
15 172 of this Complaint.

16
17 192. As a direct and proximate result of the public nuisance created by Defendants and
18 those with whom they were acting in concert, Plaintiff John Milling developed Parkinson’s disease;
19 has suffered severe and permanent physical pain, mental anguish, and disability, and will continue
20 to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so
21 for the remainder of his life; has lost income that he otherwise would have earned and will continue
22 to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical
23 treatment and will continue to do so for the remainder of his life.

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COUNT 11 – CALIFORNIA CONSUMER LEGAL REMEDIES ACT
PLAINTIFFS v. DEFENDANT CHEVRON U.S.A., INC.

1
2
3 193. Plaintiff John Milling incorporates in this Count by reference paragraphs 1 through
4 172 of this Complaint.

5 194. As a direct and proximate result of the violations of the California Consumer Legal
6 Remedies Act by Defendants and those with whom they were acting in concert, Plaintiff John Milling
7 developed Parkinson’s disease; has suffered severe and permanent physical pain, mental anguish,
8 and disability, and will continue to do so for the remainder of his life; has suffered the loss of a
9 normal life and will continue to do so for the remainder of his life; has lost income that he otherwise
10 would have earned and will continue to do so for the remainder of his life; and has incurred reasonable
11 expenses for necessary medical treatment and will continue to do so for the remainder of his life.

COUNT 12 – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PLAINTIFFS v. DEFENDANT CHEVRON U.S.A., INC.

12
13
14
15 195. Plaintiff John Milling incorporates in this Count by reference paragraphs 1 through
16 172 of this Complaint.

17 196. As a direct and proximate result of the breaches of the implied warranty of
18 merchantability by Defendants and those with whom they were acting in concert, Plaintiff John
19 Milling developed Parkinson’s disease; has suffered severe and permanent physical pain, mental
20 anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss
21 of a normal life and will continue to do so for the remainder of his life; has lost income that he
22 otherwise would have earned and will continue to do so for the remainder of his life; and has incurred
23 reasonable expenses for necessary medical treatment and will continue to do so for the remainder of
24 his life.
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27

COUNT 13 – LOSS OF SERVICES AND CONSORTIUM
PLAINTIFF SUZANNA MILLING v. ALL DEFENDANTS

1
2 197. Plaintiff Suzanna Milling incorporates in this Count by reference all of Count 1
3 through 12 and paragraphs 1 through 172 of this Complaint.
4

5 198. As a direct and proximate result of the defective and unreasonably dangerous
6 condition of Defendants’ paraquat products, Plaintiff Suzanna Milling has been deprived and is
7 reasonably certain to be deprived in the future of the services, society, and companionship of and
8 sexual relationship with her husband, Plaintiff John Milling.

9 **VIII. Plaintiffs’ prayers for relief**

10 **A. Plaintiff John Milling**

11 199. Plaintiff John Milling prays that this Court enter judgment in his favor and against
12 Defendants SYNGENTA CROP PROTECTION LLC, SYNGENTA AG, and CHEVRON U.S.A.,
13 INC., jointly and severally for compensatory damages in an amount greater than \$75,000.00 plus
14 costs of suit, severally as to each Defendant for punitive damages in an amount sufficient to punish
15 it and encourage it and others from similar conduct, for reasonable attorney’s fees, and for such
16 further relief as is just and appropriate in the circumstances.
17

18 **B. Plaintiff Suzanna Milling**

19 200. Plaintiff Suzanna Milling prays that this Court enter judgment in her favor and against
20 Defendants SYNGENTA CROP PROTECTION LLC, SYNGENTA AG, and CHEVRON U.S.A.,
21 INC., jointly and severally for compensatory damages in an amount greater than \$75,000.00 plus
22 costs of suit, severally as to each Defendant for punitive damages in an amount sufficient to punish
23 it and encourage it and others from similar conduct, for reasonable attorney’s fees, and for such
24 further relief as is just and appropriate in the circumstances.
25
26

1 DATED: April 30, 2021

PANISH SHEA & BOYLE LLP

2 By: 
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26 *Counsel for Plaintiff*

27 *Applications for admission *pro hac vice* to be filed

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury as to all causes of action.

DATED: April 30, 2021

PANISH SHEA & BOYLE LLP

By: 
Peter L. Kaufman

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS Milling, John Miiling, Suzanna</p> <p>(b) County of Residence of First Listed Plaintiff <u>Franklin, Ohio</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Panish Shea & Boyle LLP (310) 477-1700 11111 Santa Monica Blvd., Suite 700 Los Angeles, California 90025</p>	<p>DEFENDANTS Syngenta Crop Protection LLC, Syngenta AG, and Chevron U.S.A., Inc.</p> <p>County of Residence of First Listed Defendant <u>Guilford, North Carolina</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4																				
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT (Place an "X" in One Box Only)

<p>CONTRACT</p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p>TORTS</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel & Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury - Medical Malpractice</p> <p>PERSONAL INJURY</p> <p><input checked="" type="checkbox"/> 365 Personal Injury - Product Liability</p> <p><input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p>PERSONAL PROPERTY</p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p>FORFEITURE/PENALTY</p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 690 Other</p> <p>LABOR</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Management Relations</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 751 Family and Medical Leave Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Employee Retirement Income Security Act</p> <p>IMMIGRATION</p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p>BANKRUPTCY</p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p>PROPERTY RIGHTS</p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>	<p>OTHER STATUTES</p> <p><input type="checkbox"/> 375 False Claims Act</p> <p><input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 896 Arbitration</p> <p><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>
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V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332

Brief description of cause:
Toxic exposure to Paraquat products causing Parkinson's.

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** >\$75,000 CHECK YES only if demanded in complaint: **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 04/30/2021 SIGNATURE OF ATTORNEY OF RECORD /s/ Peter L. Kaufman

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.