

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Curtis G. Hoke (SBN 282465)  
 THE MILLER FIRM, LLC  
 108 Railroad Avenue, Orange, Virginia 22960

TELEPHONE NO.: (540) 672-4224

FAX NO. (Optional): (540) 672-3055

ATTORNEY FOR (Name): Plaintiff

FOR COURT USE ONLY

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

STREET ADDRESS: 400 McAllister St.

MAILING ADDRESS: 400 McAllister St.

CITY AND ZIP CODE: San Francisco, California 94102

BRANCH NAME: CIVIC CENTER

CASE NAME:

GEORGE ISAAK and CAROL ISAAK v. SYNGENTA AG, et al.

## CIVIL CASE COVER SHEET

☒ **Unlimited** ☐ **Limited**  
 (Amount (Amount  
 demanded demanded is  
 exceeds \$25,000) \$25,000)

## Complex Case Designation

☐ Counter ☐ Joinder  
 Filed with first appearance by defendant  
 (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

JUDGE:

DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

## Auto Tort

☐ Auto (22)  
☐ Uninsured motorist (46)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)  
☐ Product liability (24)  
☐ Medical malpractice (45)

☐ Other PI/PD/WD (23)

## Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)  
☐ Civil rights (08)  
☐ Defamation (13)  
☐ Fraud (16)  
☐ Intellectual property (19)  
☐ Professional negligence (25)  
☐ Other non-PI/PD/WD tort (35)

## Employment

☐ Wrongful termination (36)  
☐ Other employment (15)

## Contract

☐ Breach of contract/warranty (06)  
☐ Rule 3.740 collections (09)  
☐ Other collections (09)  
☐ Insurance coverage (18)  
☐ Other contract (37)

## Real Property

☐ Eminent domain/Inverse condemnation (14)  
☐ Wrongful eviction (33)  
☐ Other real property (26)

## Unlawful Detainer

☐ Commercial (31)  
☐ Residential (32)  
☐ Drugs (38)

## Judicial Review

☐ Asset forfeiture (05)  
☐ Petition re: arbitration award (11)  
☐ Writ of mandate (02)  
☐ Other judicial review (39)

Provisionally Complex Civil Litigation  
(Cal. Rules of Court, rules 3.400–3.403)

☐ Antitrust/Trade regulation (03)  
☐ Construction defect (10)  
☒ Mass tort (40)  
☐ Securities litigation (28)  
☐ Environmental/Toxic tort (30)  
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

## Enforcement of Judgment

☐ Enforcement of judgment (20)

## Miscellaneous Civil Complaint

☐ RICO (27)  
☐ Other complaint (not specified above) (42)

## Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)  
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☒ Large number of witnesses  
 b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☒ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 c. ☒ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 6: Strict liability design defect and failure to warn; Negligence; public nuisance; CCRA;

5. This case ☐ is ☒ is not a class action suit. Implied warranties: Punitive damages

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 5/4/2021

Curtis G. Hoke (SBN 282465)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

Curtis G. Hoke (SBN 282465)  
**THE MILLER FIRM, LLC**  
108 Railroad Avenue  
Orange, Virginia 22960  
Tel: (540) 672-4224  
Fax: (540) 672-3055  
Email: choke@millerfirmllc.com

*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO  
(UNLIMITED JURISDICTION)**

GEORGE ISAAK and CAROL ISAAK,

Plaintiff,

v.

SYNGENTA AG; SYNGENTA CROP  
PROTECTION, LLC; CHEVRON U.S.A. INC.;  
WILBUR-ELLIS COMPANY LLC; and DOES 1  
through 60 inclusive,

Defendants.

**CASE No.:**

**COMPLAINT FOR DAMAGES AND  
DEMAND FOR JURY TRIAL**

- 1. Strict Liability – Design Defect and Failure to Warn**
- 2. Negligence- Design Defect and Failure to Warn**
- 3. Breach of Implied Warranties**
- 4. Punitive Damages**
- 5. Loss of Consortium**

**JURY TRIAL DEMANDED**

Plaintiffs George and Carol Isaak (hereinafter, “Plaintiffs”), by and through counsel Curtis G. Hoke of The Miller Firm, LLC allege upon information and belief and complains of Defendants Syngenta AG (“SAG”) and Syngenta Crop Protection, LLC (“SCPLLC”) (together with their predecessors-in-interest, referred to collectively as the “Syngenta Defendants”); Chevron USA, Inc. (together with its predecessors-in-interest, referred to collectively as the “Chevron Defendants”); Wilbur-Ellis Company, LLC (together with its predecessors-in-interest, referred to hereafter as “Wilbur-Ellis”), 1 and Does One through sixty, states:

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1. Plaintiff George Isaak suffers from Parkinson's disease caused by his exposure to

2. Plaintiff Carol Isaak is his wife and brings forward claims for loss of consortium.

3. Plaintiffs are California residents.

4. Defendants are companies that since 1964 have manufactured, distributed, licensed,

5. Plaintiffs bring this action to recover damages for personal injuries resulting from

6. Defendants' tortious conduct, including their negligent acts and omissions in the

## DOE DEFENDANTS AND GENERAL PARTY ALLEGATIONS

7. The true names or capacities whether individual, corporate, governmental or

8. Plaintiffs are informed and believe, and upon such information and belief allege,

9. At all times herein mentioned each and every of the Defendants was the agent,

**Market History of Paraquat and Successor/Vicarious/Joint Liability Allegations**

10. U.K. manufacturer Imperial Chemical Industries Ltd. a/k/a Imperial Chemical Industries PLC (“ICI”) first introduced Paraquat to world markets in or about 1962 under the brand name GRAMOXONE®.

10. In or about 1971, ICI created or acquired a wholly owned U.S. subsidiary organized under the laws of the State of Delaware, which was ultimately known as ICI Americas Inc. (“ICI Americas”).

11. Chevron Chemical Company was a corporation organized under the laws of the State of Delaware.

12. Pursuant to distribution and licensing agreements with ICI and ICI Americas, Chevron Chemical Company had exclusive rights to distribute and sell Paraquat in the United States and did in fact manufacture, formulate, distribute, and sell Paraquat in the United States, including in California for use in California, from approximately 1964 until approximately 1986.

13. Chevron U.S.A., Inc. is the successor-in-interest to Chevron Chemical Company.

14. At all relevant times, Chevron Chemical Company acted as the agent of Chevron USA, Inc. in selling and distributing Paraquat in the U.S. At all relevant times, Chevron Chemical Company was acting within the scope of its agency in selling and distributing Paraquat. Chevron USA, Inc. is liable for the acts of its agent.

15. From approximately 1964 through approximately 1986, pursuant to distribution and licensing agreements with Chevron Chemical Company, SAG’s and/or SCPLLC’s predecessors-in-interest, ICI and ICI Americas, and Does One through Forty manufactured some or all of the Paraquat that Chevron Chemical Company distributed and sold in the United States, including in California for use in California.

16. From approximately 1964 through approximately 1986, pursuant to distribution and licensing agreements between and among them, ICI, ICI Americas, Chevron Chemical Company, and Does One through Forty acted in concert to register, manufacture, formulate, and distribute and sell (through Chevron Chemical Company) Paraquat for use in the U.S., including

1 in California for use in California, and their respective successors-in-interest, SAG, SCPLLC, and  
2 Chevron USA, Inc., are jointly liable for the resulting injuries alleged herein.

3 17. After 1986, SCPLLC, Does Twenty-One through Sixty, and/or their predecessors-  
4 in-interest sold and distributed and continue to sell and distribute Paraquat in the United States,  
5 including in California for use in California.

6 18. As a result of mergers and corporate restructuring, SAG is the successor-in-interest  
7 to ICI.

8 19. As a result of mergers and corporate restructuring, SCPLLC is the successor-in-  
9 interest to ICI Americas, Inc.

10 20. Thus, from approximately 1964 through the present, the Syngenta Defendants,  
11 Does One through Sixty, or their predecessors-in-interest have manufactured, formulated,  
12 distributed, and sold Paraquat for use in the U.S., including in California for use in California.

13 Plaintiff's Exposure to Paraquat

14 **PLAINTIFF'S EXPOSURE TO PARAQUAT**

15 21. At all relevant times, Plaintiff George Isaak was a pesticide applicator who was  
16 exposed to Paraquat in California: (1) when it was mixed, loaded, applied, and/or cleaned; (2) as a  
17 result of spray drift (the movement of herbicide spray droplets from the target area to an area  
18 where herbicide application was not intended, typically by wind); and/or (3) as a result of contact  
19 with sprayed plants.

20 22. At all relevant times, it was reasonably foreseeable that when Paraquat was used in  
21 the intended or a reasonably foreseeable manner, users of Paraquat and persons nearby would be  
22 exposed to it.

23 23. At all relevant times, it was reasonably foreseeable that Paraquat could enter the  
24 human body: (1) through absorption or penetration of the skin, mucous membranes, and other  
25 epithelial tissues (including tissues of the mouth, nose and nasal passages, trachea, and conducting  
26 airways, particularly where cuts, abrasions, rashes, sores, or other tissue damage were present); (2)  
27 through the olfactory bulb; (3) through respiration into the lungs; and (4) through ingestion into  
28

the digestive tract of small droplets swallowed after entering the mouth, nose, or conducting airways.

#### **PARAQUAT CAUSES PARKINSON'S DISEASE**

24. At all relevant times, it was reasonably foreseeable that Paraquat that entered a human body could ultimately enter the brain.

25. At all relevant times, it was reasonably foreseeable that Paraquat that entered a human body could induce the misfolding of the alpha synuclein protein.

26. Parkinson's disease is a progressive neurodegenerative disorder of the brain that affects primarily the motor system-the part of the central nervous system that controls movement.

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

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

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

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

31. One of the primary pathophysiological hallmarks of Parkinson's disease is the selective degeneration and death of dopaminergic neurons (dopamine-producing nerve cells) in a part of the brain called the substantia nigra pars compacta ("SNpc").

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

33. The death of dopaminergic neurons in the SNpc decreases the production of dopamine. Once dopaminergic neurons die, they are not replaced; when enough dopaminergic neurons have died, dopamine production falls below the level the brain requires for proper control of motor function, resulting in the motor symptoms of Parkinson's disease.

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

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

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

37. Paraquat is highly toxic to both plants and animals, creating oxidative stress that causes or contributes to cause the degeneration and death of plant or animal cells.

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

39. The redox cycling of Paraquat in living cells interferes with cellular functions that are necessary to sustain life-with photosynthesis in plant cells, and with cellular respiration in animal cells. The redox cycling of Paraquat in living cells creates a "reactive oxygen species" known as superoxide radical, an extremely reactive molecule that can initiate a cascading series of chemical reactions that creates other reactive oxygen species that damage lipids, proteins, and nucleic acids, molecules that are essential components of the structures and functions of living



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

40. Paraquat's redox properties have been known to science since at least the 1930s.

41. It has been scientifically known since the 1960's that Paraquat (due to its redox properties) is toxic to the cells of plants and animals. The same redox properties that make Paraquat toxic to plant cells and other types of animal cells make it toxic to dopaminergic neurons in humans -that is, Paraquat is a strong oxidant that interferes with the function of, damages, and ultimately kills dopaminergic neurons in the human brain by creating oxidative stress through redox cycling.

42. Paraquat is one of only a handful of toxins that scientists use to produce animal models of Parkinson's disease, i.e., use in a laboratory to artificially produce the symptoms of Parkinson's disease in animals.

43. Animal studies involving various routes of exposure have found that Paraquat creates oxidative stress that results in the degeneration and death of dopaminergic neurons in the SNpc, other pathophysiology consistent with that seen in human Parkinson's disease, and motor deficits and behavioral changes consistent with those commonly seen in human Parkinson's disease.

44. Hundreds of in vitro studies (experiments in a test tube, culture dish, or other controlled experimental environment) have found that Paraquat creates oxidative stress that results in the degeneration and death of dopaminergic neurons (and many other types of animal cells).

45. Epidemiological studies have found that exposure to Paraquat significantly increases the risk of contracting Parkinson's disease. A number of studies have found that the risk of Parkinson's disease is more than double in populations with occupational exposure to Paraquat compared to populations without such exposure.

46. These convergent lines of evidence (toxicology, animal experiments, and epidemiology) demonstrate that Paraquat exposure generally can cause Parkinson's disease.

Paraquat Regulation

## PARAQUAT REGULATION

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

48. The California Food & Agric. Code § D. 7, Ch. 2, which regulates the labeling, distribution, use, and application of pesticides within the State of California, requires that pesticides be registered with the California Department of Pesticide Regulation (“CDPR”) before they are offered for sale in the State of California. Cal. Food & Agric. Code § 12811.

49. Paraquat is a “restricted use pesticide” under federal law, see 40 C.F.R. § 152.175, which means it is “limited to use by or under the direct supervision of a certified applicator,” and is a “restricted material” under California law, see Cal. Code Regs. tit. 3, § 6400(e), which means it cannot be sold, used, or possessed by any person in California without the proper licensing and permitting.

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

51. As a general rule, FIFRA requires registrants, the chemical companies registered to sell the pesticides, to perform health and safety testing of pesticides. However, FIFRA does not require the EPA itself to perform health and safety testing of pesticides, and the EPA generally does not perform such testing.

52. The EPA registers (or re-registers) a pesticide if it is persuaded, based largely on studies and data submitted by the registrant, that: (1) its composition is such as to warrant the proposed claims for it, 7 U.S.C. § 136a(c)(5)(A); (2) its labeling and other material required to be submitted comply with the requirements of FIFRA, 7 U.S.C. § 136a(c)(5)(B); (3) it will perform its intended function without unreasonable adverse effects on the environment, 7 U.S.C. § 136a(c)(5)(C); and (4) when used in accordance with widespread and commonly recognized

1 practice it will not generally cause unreasonable adverse effects on the environment, 7 U.S.C. §  
2 136a(c)(5)(D).

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

6 54. Under FIFRA, “[a]s long as no cancellation proceedings are in effect registration  
7 of a pesticide shall be prima facie evidence that the pesticide, its labeling and packaging comply  
8 with the registration provisions of [FIFRA].” 7 U.S.C. § 136a(f)(2). However, FIFRA further  
9 provides that “[i]n no event shall registration of an article be construed as a defense for the  
10 commission of any offense under [FIFRA].” 7 U.S.C. § 136a(f)(2).

11 55. The distribution or sale of a pesticide that is misbranded is an offense under  
12 FIFRA, which provides in relevant part that “it shall be unlawful for any person in any State to  
13 distribute or sell to any person ... any pesticide which is ... misbranded.” 7 U.S.C. § 136j(a)(1)(E).  
14 A pesticide is misbranded under FIFRA if, among other things: (1) its labeling bears any  
15 statement, design, or graphic representation relative thereto or to its ingredients which is false or  
16 misleading in any particular, 7 U.S.C. § 136(q)(1)(A); (2) the labeling accompanying it does not  
17 contain directions for use which are necessary for effecting the purpose for which the product is  
18 intended and if complied with, together with any requirements imposed under section 136a(d) of  
19 this title, are adequate to protect health and the environment, 7 U.S.C. § 136(q)(1)(F); or (3) the  
20 label does not contain a warning or caution statement which may be necessary and if complied  
21 with, together with any requirements imposed under section 136a(d) of this title, is adequate to  
22 protect health and the environment,” 7 U.S.C. § 136(q)(1)(G).

23 56. As a result, a pesticide may be misbranded despite an EPA determination that it  
24 met FIFRA’s registration criteria. In other words, notwithstanding its registration, a pesticide is  
25 misbranded if its label contains “false or misleading” statements, has inadequate instructions for  
26 use, or omits warnings or cautionary statements necessary to protect human health. Similarly, a  
27 pesticide may be found to cause unreasonable adverse effects on humans when used according to  
28 the approved label despite a determination by the EPA that it would not.

1           57. Plaintiff does not seek in this action to impose on Defendants any labeling or  
2 packaging requirement in addition to or different from those required under FIFRA. Any  
3 allegation in this Complaint that a Defendant breached a duty to provide adequate directions for  
4 the use of or warnings about Paraquat, breached a duty to provide adequate packaging for  
5 Paraquat, concealed, suppressed, or omitted to disclose any material fact about Paraquat, or  
6 engaged in any unfair or deceptive practice regarding Paraquat, is intended and should be  
7 construed to be consistent with that alleged breach, concealment, suppression, or omission, or  
8 unfair or deceptive practice having rendered the Paraquat “misbranded” under FIFRA. However,  
9 Plaintiff brings claims and seeks relief in this action only under state law, and does not bring any  
10 claims or seek any relief in this action under FIFRA.

11                           **Jurisdiction as to Syngenta Defendants**

12           58. SAG is a foreign corporation organized and existing under the laws of Switzerland,  
13 with its principal place of business in Basel, Switzerland. It is a successor by merger or  
14 continuation of business to its corporate predecessors, including but not limited to ICI.

15           59. SCPLLC is a limited liability company organized under the laws of the State of  
16 Delaware. It is a successor by merger or continuation of business to its corporate predecessors,  
17 including but not limited to ICI Americas. SCPLLC is registered with the State of California,  
18 Secretary of State to do business in the State of California.

19           60. SCPLLC or its corporate predecessors have sufficient minimum contacts with the  
20 State of California and have purposefully availed themselves of the privileges of conducting  
21 business in the State of California, in that they:

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

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

3 c. employed or utilized sales representatives to market and sell Paraquat and other  
4 pesticides in California;

5 d. maintained several locations throughout the State of California, including in the towns  
6 of Sanger, Granite Bay and Roseville;

7 e. attended meetings of the CDPR’s Pesticide Registration and Evaluation Committee  
8 relating to the registration of their pesticides, including Paraquat;

9 f. sponsored continuing education seminars for the CDPR at various locations in the State  
10 of California, including the towns of Oxnard, Seal Beach, Rancho Santa Fe, Somis, Orcutt,  
11 Woodland and Pala;

12 g. utilized California state courts to promote their pesticide business, including filing an  
13 action against the CDPR and another pesticide manufacturer for allegedly using Syngenta data to  
14 obtain approval of pesticides for others without its consent, see *Syngenta Crop Prot., Inc. v.*  
15 *Helliker* (2006) 138 Cal.App.4th 1135; and filing an action against the California EPA’s Office of  
16 Environmental Health Hazard Assessment challenging the agency’s decision to list its pesticide  
17 atrazine as a chemical known to cause reproductive toxicity under Proposition 65, see *Syngenta*  
18 *Crop Protection v. OEHHA* (Sacramento Superior Court Case No. 34-2014-800001868); and

19 h. performed and funded the testing of pesticides in the State of California.  
20

21 61. SCPLLC’s contacts with the State of California are related to or gave rise to this  
22 controversy.

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

27 **Jurisdiction as to Chevron Defendants**  
28

63. Chevron U.S.A., Inc. is a corporation organized under the laws of the State of Pennsylvania, with its headquarters and principal place of business in San Ramon, California.

64. Does One through Twenty are corporate entities which are agents, joint venturers, alter-egos, successors-in-interest, and predecessors-in-interest to Chevron U.S.A., Inc. Does One through Twenty were each acting within the course and scope of their agency, joint venture, alter-ego relationship, and corporate interrelationship. The exact nature, relation, and corporate structure of Does One through Twenty have not yet been finally determined. Plaintiff reserves the right to amend this complaint with corporate allegations when they are finally determined.

65. Jurisdiction is proper over Chevron U.S.A. Inc. because it is a California resident, maintaining its principal place of business and headquarters in California.

#### **Jurisdiction as to Wilbur-Ellis Company, LLC**

66. Wilbur-Ellis Company, LLC is a limited liability company organized under the laws of the State of California, and with its headquarters and principal place of business located in the City and County of San Francisco, State of California. It is a successor-in-interest to Wilbur-Ellis Company, a corporation formerly organized under the laws of the State of California.

#### **Venue in San Francisco County**

67. The acts and omissions that give rise to the Chevron Defendants' liability in this case-decisions about the manufacture, formulation, distribution, and sale of the products that caused Plaintiff's injuries-occurred, while the three relevant Chevron corporate entities were headquartered at 555 and 575 Market Street in San Francisco, California.

68. This conduct in the City and County of San Francisco included but was not limited to the following:

a. their execution of contracts with ICI and ICI Americas related to the distribution and sale of Paraquat;

b. their decisions regarding what research to conduct or suppress regarding Paraquat;

c. their collaboration with ICI and ICI Americas regarding Paraquat;

d. their registration of Paraquat with the State of California;

e. their communications with the State of California concerning Paraquat;

- 1 f. their submission of research to the State of California regarding Paraquat;  
2 g. their decisions and agreements to market and sell Paraquat;  
3 h. their dissemination of communications and representations regarding Paraquat;  
4 i. their execution of contracts to sell Paraquat to distributors and dealers; and  
5 j. their sales of Paraquat to brokers and dealers.  
6  
7

8 69. Wilbur-Ellis has its headquarters and principal place of business in California at  
9 345 California Street in the City and County of San Francisco, State of California.

10 70. SCPLLC is a foreign limited liability company registered to do business in  
11 California. SCPLLC has no principal place of business in California and none of its members  
12 reside in California, and therefore can be sued in any county.

13 71. Venue is therefore proper in San Francisco County.  
14

## 15 CAUSES OF ACTION

### 16 COUNT I - STRICT PRODUCTS LIABILITY

17 72. Plaintiffs hereby refer to, incorporate, and re-allege by this reference as though set  
18 forth in full, each and every allegation hereinabove and makes them a part of this Cause of Action,  
19 Count One.

20 73. Defendants are liable to Plaintiffs under a products liability theory for marketing a  
21 defectively-designed product, as well as for failing to adequately warn of the risk of severe  
22 neurological injury caused by chronic, low-dose exposure to Paraquat.

23 74. At all relevant times, Chevron USA, Inc., the Syngenta Defendants, Wilbur-Ellis  
24 Company, LLC, Does One through Sixty, and their corporate predecessors designed,  
25 manufactured, distributed, and sold Paraquat for use in the State of California.

26 75. At all relevant times and places, the Paraquat that Chevron USA, Inc., the  
27 Syngenta Defendants, Wilbur-Ellis Company, LLC, Does One through Sixty, and their corporate  
28

1 predecessors designed, manufactured, distributed, and sold was used in the intended or a  
2 reasonably foreseeable manner.

3 76. Plaintiff was exposed to Paraquat that Chevron USA, Inc., the Syngenta  
4 Defendants, Wilbur-Ellis Company, LLC, Does One through Sixty, and their corporate  
5 predecessors designed, manufactured, distributed, and sold. As a result of that exposure, Paraquat  
6 entered Plaintiff's body causing Plaintiff to develop Parkinson's disease.

7 **A. Strict Liability Design Defect**

8 77. The Paraquat that Chevron USA, Inc., the Syngenta Defendants, Wilbur-Ellis  
9 Company, LLC, Does One through Sixty, and their corporate predecessors designed,  
10 manufactured, distributed, and sold did not perform as safely as an ordinary consumer would have  
11 expected it to perform when used in the intended or a reasonably foreseeable manner, in that:

12 a. as designed, manufactured, formulated and packaged Paraquat was likely to be inhaled,  
13 ingested, and absorbed into the bodies of persons who used it, who were nearby while it was being  
14 used, or who entered fields or orchards where it had been sprayed (or areas near where it had been  
15 sprayed); and

16 b. when inhaled, ingested, or absorbed into the body, it was likely to cause neurological  
17 damage that was both permanent and cumulative, and repeated low-dose exposures were likely to  
18 cause neurodegenerative disease, including Parkinson's disease.

19 78. Alternatively, Chevron USA, Inc., the Syngenta Defendants, Wilbur-Ellis  
20 Company, LLC, Does One through Sixty, and their corporate predecessors' Paraquat products  
21 were defectively designed in that the risk of danger inherent in the challenged design outweighed  
22 the benefits of such design, considering, among other relevant factors, the gravity of the danger  
23 posed by the challenged design, the likelihood that such danger would occur, the mechanical  
24 feasibility of a safer alternative design, the financial cost of an improved design, and the adverse  
25 consequences to the product and to the consumer that would result from an alternative design.

26 79. The design defect existed when the Paraquat left Chevron USA, Inc., the Syngenta  
27 Defendants, Wilbur-Ellis Company, LLC, Does One through Sixty, and their corporate  
28 predecessors' possession and control.



1  
2  
3 **B. Strict Liability Failure to Warn**

4 80. Defendants are also liable to Plaintiffs under a products liability theory based on  
5 their failure to adequately warn of the risks of Paraquat.

6 81. When Chevron USA, Inc., the Syngenta Defendants, Wilbur-Ellis Company, LLC,  
7 Does One through Sixty, and their corporate predecessors manufactured and sold the Paraquat to  
8 which Plaintiff was exposed, it was known or knowable to Chevron USA, Inc., the Syngenta  
9 Defendants, Wilbur-Ellis Company, LLC, Does One through Sixty, and their corporate  
10 predecessors in light of scientific knowledge that was generally accepted in the scientific  
11 community that:

12 a. Paraquat was designed, manufactured, formulated, and packaged such that it was likely  
13 to be inhaled, ingested, and absorbed into the bodies of persons who used it, who were nearby  
14 while it was being used, or who entered fields or orchards where it had been sprayed or areas near  
15 where it had been sprayed; and

16 b. when inhaled, ingested, or absorbed into the body, it was likely cause latent neurological  
17 damage that was both permanent and cumulative, and that repeated, low-dose exposures were  
18 likely to cause neurodegenerative disease, including Parkinson's disease.

19 82. The risk of contracting Parkinson's disease from chronic, low-dose exposure to  
20 Paraquat presented a substantial danger to users of Paraquat when the product was used in a  
21 reasonably foreseeable manner.

22 83. An ordinary consumer would not have recognized the potential risk of permanent,  
23 irreversible neurological damage, including the risk of contracting Parkinson's disease, from  
24 chronic, low-dose exposure to Paraquat.

25 84. Chevron USA, Inc., the Syngenta Defendants, Wilbur-Ellis Company, LLC, Does  
26 One through Sixty, and their corporate predecessors failed to warn of the potential risk of  
27 permanent, irreversible neurological damage from chronic, low-dose exposure to Paraquat, and  
28 failed to provide adequate instructions regarding avoidance of these risks.

85. As a direct and proximate result of Chevron USA, Inc., the Syngenta Defendants, Wilbur-Ellis Company, LLC, Does One through Sixty, and their corporate predecessors' marketing a defective product, Plaintiffs suffered the injuries described in this Complaint.

## COUNT II - NEGLIGENCE

86. Plaintiffs hereby refer to, incorporate, and re-allege by this reference as though set forth in full, each and every allegation hereinabove and makes them a part of this Cause of Action, Count Two.

87. At all relevant times, Chevron USA, Inc., the Syngenta Defendants, Wilbur-Ellis Company, LLC, Does One through Sixty, and their corporate predecessors designed, manufactured, distributed, and sold Paraquat for use in the State of California.

88. Plaintiff was exposed to Paraquat in the State of California that Chevron USA, Inc., the Syngenta Defendants, Wilbur-Ellis Company, LLC, Does One through Sixty, and their corporate predecessors manufactured and sold.

89. The Paraquat to which Plaintiff was exposed was used in the intended or a reasonably foreseeable manner.

90. At all times relevant to this claim, in researching, designing, manufacturing, packaging, labeling, distributing, and selling Paraquat, Chevron USA, Inc., the Syngenta Defendants, Wilbur-Ellis Company, LLC, Does One through Sixty, and their corporate predecessors owed a duty to exercise ordinary care for the health and safety of the persons whom it was reasonably foreseeable could be exposed to Paraquat, including Plaintiff.

91. When Chevron USA, Inc., the Syngenta Defendants, Wilbur-Ellis Company, LLC, Does One through Sixty, and their corporate predecessors designed, manufactured, packaged, labeled, distributed, and sold the Paraquat to which Plaintiff was exposed, it was reasonably foreseeable that Paraquat:

a. was likely to be inhaled, ingested, and absorbed into the bodies of persons who used it, who were nearby while it was being used, or who entered fields or orchards where it had been sprayed or areas near where it had been sprayed; and

1 b. when inhaled, ingested, or absorbed into the bodies of persons who used it, who were  
2 nearby while it was being used, or who entered fields or orchards where it has been sprayed or  
3 areas near where it has been sprayed, it was likely to cause neurological damage that was both  
4 permanent and cumulative, and repeated exposures were likely to cause neurodegenerative  
5 disease, including Parkinson's disease.

6 92. In breach of the aforementioned duty to Plaintiff, Chevron USA, Inc., the Syngenta  
7 Defendants, Wilbur-Ellis Company, LLC, Does One through Sixty, and their corporate  
8 predecessors negligently:

9 a. failed to design, manufacture, formulate, and package Paraquat to make it unlikely to be  
10 inhaled, ingested, and absorbed into the bodies of persons who used it, who were nearby while it  
11 was being used, or who entered fields or orchards where it had been sprayed or areas near where it  
12 had been sprayed;

13 b. designed, manufactured, and formulated Paraquat such that it was likely to cause  
14 neurological damage that was both permanent and cumulative, and repeated exposures were likely  
15 to cause clinically significant neurodegenerative disease, including Parkinson's disease;

16 c. failed to conduct adequate research and testing to determine the extent to which  
17 exposure to Paraquat was likely to occur through inhalation, ingestion, and absorption into the  
18 bodies of persons who used it, who were nearby while it was being used, or who entered fields or  
19 orchards where it had been sprayed or areas near where it had been sprayed;

20 d. failed to conduct adequate research and testing to determine the extent to which  
21 Paraquat spray drift was likely to occur, including its propensity to drift, the distance it was likely  
22 to drift, and the extent to which Paraquat spray droplets were likely to enter the bodies of persons  
23 spraying it or other persons nearby during or after spraying;

24 e. failed to conduct adequate research and testing to determine the extent to which Paraquat  
25 was likely to cause or contribute to cause latent neurological damage that was both permanent and  
26 cumulative, and the extent to which repeated exposures were likely to cause or contribute to cause  
27 clinically significant neurodegenerative disease, including Parkinson's disease;

1 f. failed to direct that Paraquat be used in a manner that would have made it unlikely to be  
2 inhaled, ingested, and absorbed into the bodies of persons who used it, who were nearby while it  
3 was being used, or who entered fields or orchards where it had been sprayed or areas near where it  
4 had been sprayed; and

5 g. failed to warn that Paraquat was likely to cause neurological damage that was both  
6 permanent and cumulative, and repeated exposures were likely to cause clinically significant  
7 neurodegenerative disease, including Parkinson's disease.

8 93. Chevron USA, Inc., the Syngenta Defendants, Wilbur-Ellis Company, LLC, Does  
9 One through Sixty, and their corporate predecessors knew or should have known that users would  
10 not realize the dangers of exposure to Paraquat and negligently failed to take reasonable steps to  
11 prevent the foreseeable risk of harm from exposure to Paraquat.

12 94. As a direct and proximate result of Chevron USA, Inc., the Syngenta Defendants,  
13 Wilbur-Ellis Company, LLC, Does One through Sixty, and their corporate predecessors'  
14 negligence, Plaintiff suffered the injuries described in this Complaint.

15 95. Additionally, in the course of designing, manufacturing, packaging, labeling,  
16 distributing, and selling Paraquat, Chevron USA, Inc., the Syngenta Defendants, Wilbur-Ellis  
17 Company, LLC, Does One through Sixty, and their corporate predecessors violated laws, statutes,  
18 and regulations, including but not limited to: sections of Food & Agriculture Code, Division 7,  
19 Chapter 2 (Pesticides) and sections of Title 3, California Code of Regulations, Division 6  
20 (Pesticides).

21 96. Plaintiff was a member of the class of persons that said laws, statutes, and  
22 regulations were intended to protect.

23 97. Chevron USA, Inc., the Syngenta Defendants, Wilbur-Ellis Company, LLC, Does  
24 One through Sixty' violations of said laws, statutes, and regulations were also substantial factors  
25 in causing Plaintiff's injuries.

26 98. The injuries that resulted from Chevron USA, Inc., the Syngenta Defendants,  
27 Wilbur-Ellis Company, LLC, Does One through Sixty' violations were the kind of occurrence the  
28 laws, statutes, and regulations were designed to protect.

1  
2 **COUNT III - BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

3 99. Plaintiffs hereby refer to, incorporate, and re-allege by this reference as though set  
4 forth in full, each and every allegation hereinabove and makes them a part of this Cause of Action,  
5 Count Three.

6 100. At all relevant times, Chevron USA, Inc., the Syngenta Defendants, Wilbur-Ellis  
7 Company, LLC, Does One through Sixty, and their corporate predecessors engaged in the  
8 business of designing, manufacturing, distributing, and selling Paraquat and other restricted-use  
9 pesticides and held themselves out as having special knowledge or skill regarding Paraquat and  
10 other restricted-use pesticides.

11 101. At all relevant times, Chevron USA, Inc., the Syngenta Defendants, Wilbur-Ellis  
12 Company, LLC, Does One through Sixty, and their corporate predecessors designed,  
13 manufactured, distributed, and sold Paraquat for use in the State of California.

14 102. Plaintiff was exposed to Paraquat in the State of California that Chevron USA, Inc.,  
15 the Syngenta Defendants, Wilbur-Ellis Company, LLC, Does One through Sixty, and their  
16 corporate predecessors designed, manufactured, distributed, and sold.

17 103. The Paraquat to which Plaintiff was exposed was not fit for the ordinary purposes  
18 for which it was used, and in particular:

19 a. it was designed, manufactured, formulated, and packaged such that it was likely to be  
20 inhaled, ingested, and absorbed into the bodies of persons who used it, who were nearby while it  
21 was being used, or who entered fields or orchards where it had been sprayed or areas near where it  
22 had been sprayed; and

23 b. when inhaled, ingested, or absorbed into the bodies of persons who used it, who were  
24 nearby while it was being used, or who entered fields or orchards where it had been sprayed or  
25 areas near where it had been sprayed, it was likely to cause neurological damage that was both  
26 permanent and cumulative, and repeated exposures were likely to cause neurodegenerative  
27 disease, including Parkinson's disease.  
28

1           104. As a direct and proximate result of Chevron USA, Inc., the Syngenta Defendants,  
2 Wilbur-Ellis Company, LLC, Does One through Sixty, and their corporate predecessors' breach of  
3 implied warranty, Plaintiff suffered the injuries herein described.

4                                   **COUNT IV - PUNITIVE DAMAGES**

5           105. Plaintiffs incorporate by reference each allegation set forth in preceding paragraphs  
6 as if fully stated herein.

7           106. Defendants' conduct as alleged herein was done with oppression, fraud, and malice.  
8 Defendants were fully aware of the safety risks of Paraquat®. Nonetheless, Defendants  
9 deliberately crafted their label, marketing, and promotion to mislead farmers and consumers.

10          107. This was not done by accident or through some justifiable negligence. Rather,  
11 Defendants knew that it could turn a profit by convincing the agricultural industry that Paraquat  
12 did not cause Parkinson's Disease, and that full disclosure of the true risks of Paraquat® would  
13 limit the amount of money Defendants would make selling Paraquat® in California. Defendants'  
14 objection was accomplished not only through its misleading labeling, but through a  
15 comprehensive scheme of selective fraudulent research and testing, misleading advertising, and  
16 deceptive omissions as more fully alleged throughout this pleading. Plaintiff was denied the right  
17 to make an informed decision about whether to purchase, use, or be exposed to an herbicide,  
18 knowing the full risks attendant to that use. Such conduct was done with conscious disregard of  
19 Plaintiff's rights.

20          108. There is no indication that Defendants will stop their deceptive and unlawful  
21 marketing practices unless they are punished and deterred. Accordingly, Plaintiffs requests  
22 punitive damages against the Defendants for the harms caused to Plaintiffs.

23          109. WHEREFORE, Plaintiffs demand judgment against all Defendants for  
24 compensatory, treble damages pursuant to California Civil Code Section 3345, and punitive  
25 damages in excess of the jurisdictional minimum of this Court, together with interest, costs of suit,  
26 attorneys' fees, and all such other relief, as this Court deems proper.

27                                   **COUNT V – LOSS OF CONSORTIUM**  
28

1           110. Plaintiffs incorporate by reference each allegation set forth in preceding paragraphs  
2 as if fully stated herein.

3           111. At times since the diagnosis of Parkinson's Disease, Plaintiffs George Isaac and  
4 Carol Isaac were, and are, legally married as husband and wife.

5           112. As a direct and proximate result of the aforementioned conduct of the Defendants,  
6 and as a result of the injuries and damages to George Isaac, Plaintiffs have been deprived of the  
7 love, companionship, comfort, affection, society, solace or moral support, protection, loss of  
8 enjoyment of sexual relations, and loss of physical assistance in the operation and maintenance of  
9 the home, of their spouses and have thereby sustained, and will continue to sustain damages

10           WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs'  
11 favor for compensatory and punitive damages, together with interest, costs herein incurred,  
12 attorney fees and all relief as this Court deems just and proper. Additionally, Plaintiffs demand a  
13 jury trial on all issues contained herein.

14  
15  
16                           **PLAINTIFFS' ALLEGATIONS AND CLAIMS**

17           **Defendants' Tortious Conduct Caused Plaintiff George Isaak To Develop Parkinson's**  
18           **Disease.**

19           113. Plaintiff George Isaak hereby refers to, incorporates, and re-alleges by this  
20 reference as though set forth in full, each and every allegation hereinabove and makes them a part  
21 of the following allegations.

22           114. Plaintiff George Isaak is a resident of Fresno County, California.

23           115. Plaintiff George Isaak was exposed to Paraquat manufactured and sold by  
24 Defendants.

25           116. Plaintiff George Isaak experienced used Paraquat manufactured and sold by  
26 Defendants in maintenance of Orchards and Vineyards in California.

1           117. During this time, Plaintiff George Isaak was in close contact to the Paraquat that  
2 was designed, manufactured, and distributed by defendants, and each of them. During that time,  
3 Plaintiff George Isaak would also mix, load, spray, and/or clean Paraquat.

4           118. The Paraquat to which Plaintiff George Isaak was exposed entered his body  
5 through absorption or penetration of the skin, mucous membranes, and other epithelial tissues  
6 (including tissues of the mouth, nose and nasal passages, trachea, and conducting airways,  
7 particularly where cuts, abrasions, rashes, sores, or other tissue damage are present); and/or 2)  
8 through the olfactory bulb; and/or 3) through respiration into the lungs; and/or 4) through  
9 ingestion into the digestive tract of small droplets swallowed after entering the mouth, nose, or  
10 conducting airways. Once absorbed, the Paraquat entered his bloodstream, attacked his nervous  
11 system, and was substantial factor in causing him to suffer Parkinson's disease.

12           119. Plaintiff George Isaak was diagnosed with Parkinson's disease in or about May  
13 2020.

14           120. Plaintiff George Isaak had no reason to suspect the diagnosis was connected to his  
15 past Paraquat exposure.

16           121. Although Plaintiff George Isaak knew that the Paraquat to which he was exposed  
17 was acutely toxic, he had no reason to suspect that chronic, low-dose exposure to Paraquat could  
18 cause neurological diseases such as Parkinson's disease.

19           122. Plaintiff George Isaak was never told, either by a medical professional, by media,  
20 or by the Defendants, that chronic, low-dose exposure to Paraquat could cause him to suffer  
21 Parkinson's disease.

22           123. Plaintiff George Isaak first became aware of Paraquat's role in causing Parkinson's  
23 disease and the wrongful acts of the Defendants that caused or contributed to his developing  
24 Parkinson's disease within the last two years of the filing date of this complaint.

25           124. Plaintiff George Isaak did not discover this earlier because he had no reason to  
26 suspect that his working with Paraquat could cause him to suffer Parkinson's disease.

27           125. Defendants' acts and omissions were a legal, proximate, and substantial factor in  
28 causing Plaintiff George Isaak to suffer severe and permanent physical injuries, pain, mental



1 anguish, and disability, and will continue to do so for the remainder of Plaintiff George Isaak's  
2 life.

3 126. By reason of the premises, it became necessary for Plaintiff George Isaak to incur  
4 expenses from medical care and treatment, and related costs and expenses required in the care and  
5 treatment of said injuries. Plaintiff George Isaak's damages in this respect are presently  
6 unascertained as said services are still continuing. Plaintiff George Isaak prays leave to insert  
7 elements of damages in this respect when the same are finally determined.

8 127. By reason of the premises, it will be necessary for Plaintiff George Isaak to incur  
9 future expenses for medical care and treatment, and related costs and expenses required for future  
10 care and treatment. Plaintiff's damages in this respect are presently unascertained as said services  
11 are still continuing. Plaintiff prays leave to insert elements of damages in this respect when the  
12 same are finally determined.

13 128. By reason of the premises, Plaintiff George Isaak has been at times unable to  
14 follow his regular employment, incurring special damages in a presently unascertained sum as said  
15 loss is still continuing. Plaintiff prays leave to insert elements of damages with regards to past  
16 wage loss, future wage loss, and lost earning capacity when the same are finally determined.

17 129. By reason of the premises, Plaintiff has suffered general (non-economic) damages  
18 in a sum in excess of the jurisdictional minimum of this court.

19 130. By reason of the premises, Plaintiff has suffered special (economic) damages in a  
20 sum in excess of the jurisdictional minimum of this court.

### 21 22 **JURY TRIAL DEMAND**

23 Plaintiffs demand a trial by jury on all of the triable issues within this pleading.

### 24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiffs request this Court to enter judgment in Plaintiffs' favor and against the  
26 Defendants for:

- 27 a. actual or compensatory damages in such amount to be determined at trial and as  
28 provided by applicable law;

- 1           b. exemplary and punitive damages sufficient to punish and deter the Defendants and  
2           others from future fraudulent practices;  
3           c. pre-judgment and post-judgment interest;  
4           d. costs including reasonable attorneys' fees, court costs, and other litigation  
5           expenses; and  
6           e. any other relief the Court may deem just and proper.

7 Dated: May 4, 2021

8 Respectfully submitted,

9 **THE MILLER FIRM, LLC**

10 

11  
12 Curtis G. Hoke (SBN 282465)  
13 **THE MILLER FIRM, LLC**  
14 108 Railroad Avenue  
15 Orange, Virginia 22960  
16 Tel: (540) 672-4224  
17 Fax: (540) 672-3055  
18 Email: choke@millerfirmllc.com

19 *Attorneys for Plaintiff*  
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# SUMMONS

## (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

SYNGENTA AG; SYNGENTA CROP PROTECTION, LLC; CHEVRON U.S.A. INC.; WILBUR-ELLIS COMPANY LLC; and DOES 1 through 60 inclusive

**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

GEORGE ISAAK and CAROL ISAAK

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Civic Center Courthouse, 400 McAllister St., San Francisco, CA 94102

CASE NUMBER: (Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Curtis G. Hoke (SBN 282465), The Miller Firm, LLC, 108 Railroad Avenue, Orange, Virginia 22960; Tel: (540) 672-4224

DATE:

(Fecha)

Clerk, by

(Secretario)

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)

[SEAL]

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
 

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. ☐ by personal delivery on (date)