

**IN THE CIRCUIT COURT
 TWENTIETH JUDICIAL CIRCUIT
 ST. CLAIR COUNTY, ILLINOIS**

**MICHAEL JOSEPH KEARNS and
 JEAN RAE KEARNS,**

Plaintiffs,

v.

**SYNGENTA CROP PROTECTION
 LLC, SYNGENTA AG, CHEVRON
 PHILLIPS CHEMICAL COMPANY
 LP, CHEVRON U.S.A. INC., and
 GROWMARK INC.,**

Defendants.

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No. 20L1006

COMPLAINT

Plaintiffs Michael Joseph Kearns and Jean Rae Kearns, by and through their undersigned attorneys, file this suit against Defendants Syngenta Crop Protection LLC, Syngenta AG, Chevron Phillips Chemical Company LP, Chevron U.S.A. Inc., and Growmark Inc., and would respectfully show as follows:

I. ALLEGATIONS COMMON TO ALL COUNTS

A. Nature of the case

1. Plaintiff Michael Joseph Kearns is a citizen and resident of the State of Texas who suffers from Parkinson’s disease (“PD”) caused by exposure to paraquat¹ at various places within the State of Illinois and the State of Wisconsin. Plaintiff Jean Rae Kearns is a citizen and resident of the State of Texas and the spouse of Plaintiff Michael Joseph Kearns.

2. Defendants are companies and successors-in-interest to companies that

¹ Unless the context indicates otherwise, references in this complaint to “paraquat” include the chemical compound paraquat dichloride and formulated herbicide products containing paraquat dichloride as an active ingredient.

manufactured, distributed, and sold paraquat for use in Illinois, acted in concert with others who manufactured, distributed, and sold paraquat for use in Illinois, sold and used paraquat in Illinois, or owned property in Illinois where paraquat was used.

3. Plaintiffs bring this suit against Defendants to recover damages for personal injuries and losses of support, society, and consortium, resulting from Plaintiff Michael Joseph Kearns's exposure to paraquat over many years at various places in Illinois and Wisconsin.

B. Defendants and their corporate predecessors

1. Syngenta

4. In 1926, four British chemical companies merged to create the British company that then was known as Imperial Chemical Industries Ltd. and ultimately was known as Imperial Chemical Industries PLC ("ICI").

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

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

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

8. As a result of ICI's demerger and creation of the Zeneca Group, ICI Bioscience

Ltd. was demerged from ICI and merged into, renamed, or continued its business under the same or similar ownership and management as Zeneca Ltd., a wholly owned British subsidiary of Zeneca Group PLC.

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

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

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

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

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

14. As a result of the merger that created the Novartis Group, Ciba-Geigy Corporation, a wholly owned subsidiary of Ciba-Geigy Ltd. organized under the laws of the State of New York,

was merged into or continued its business under the same or similar ownership and management as Novartis Crop Protection, Inc. (“NCPI”), a wholly owned subsidiary of Novartis AG organized under the laws of the State of Delaware.

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

16. In 2000, Novartis AG and AstraZeneca PLC spun off and merged the Novartis Group’s crop protection and seeds businesses and AstraZeneca’s agrochemicals business to create the Syngenta Group, a global group of companies focused solely on agribusiness, with Defendant Syngenta AG (“SAG”) as the ultimate parent company.

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

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

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

20. As a result of the Novartis/AstraZeneca spinoff and merger that created the Syngenta Group, NCPI and Zeneca were merged into and renamed, or continued to do their

business under the same or similar ownership and management, as Syngenta Crop Protection, Inc. (“SCPI”), a wholly owned subsidiary of SAG organized under the laws of the State of Delaware.

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

22. SAG is a successor by merger or continuation of business to its corporate predecessor Novartis AG.

23. SAG is a successor by merger or continuation of business to its corporate predecessor AstraZeneca PLC.

24. SAG is a successor by merger or continuation of business to its corporate predecessor Zeneca Group PLC.

25. SAG is a successor by merger or continuation of business to its corporate predecessor Imperial Chemical Industries PLC, previously known as Imperial Chemical Industries Ltd.

26. SAG is a successor by merger or continuation of business to its corporate predecessor ICI Bioscience Ltd.

27. SAG is a successor by merger or continuation of business to its corporate predecessor Plant Protection Ltd.

28. SCPLLC is a successor by merger or continuation of business to its corporate predecessor SCPI.

29. SCPLLC is a successor by merger or continuation of business to its corporate predecessor NCPI.

30. SCPLLC is a successor by merger or continuation of business to its corporate

predecessor Ciba-Geigy Corporation.

31. SCPLLC is a successor by merger or continuation of business to its corporate predecessor Zeneca Inc.

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

33. SCPLLC is registered to do business in the State of Illinois, with its registered office in Cook County, Illinois.

34. SCPLLC does substantial business in the State of Illinois, including St. Clair County, Illinois, including the following:

- a. markets, advertises, distributes, sells, and delivers paraquat and other pesticides to distributors, dealers, applicators, and farmers in the State of Illinois, including St. Clair County, Illinois;
- b. secures and maintains the registration of paraquat and other pesticides with the EPA and the Illinois Department of Agriculture to enable itself and others to manufacture, distribute, sell, and use these products in the State of Illinois, including St. Clair County, Illinois; and
- c. performs, hires others to perform, and funds or otherwise sponsors or otherwise funds the testing of pesticides in the State of Illinois, including St. Clair County, Illinois.

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

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

37. SAG is a management holding company.

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

39. SCPAG employs the global operational managers of production, distribution and marketing for the Syngenta Group's Crop Protection ("CP") and Seeds Divisions.

40. The Syngenta Group's CP and Seeds Divisions are the business units through which SAG manages its CP and Seeds product lines.

41. The Syngenta Group's CP and Seeds Divisions are not and have never been corporations or other legal entities.

42. SCP AG directly and wholly owns Syngenta International AG ("SIAG").

43. SIAG is the "nerve center" through which SAG manages the entire Syngenta Group.

44. SIAG employs the "Heads" of the Syngenta Group's CP and Seeds Divisions.

45. SIAG also employs the "Heads" and senior staff of various global functions of the Syngenta Group, including Human Resources, Corporate Affairs, Global Operations, Research and Development, Legal and Taxes, and Finance.

46. Virtually all of the Syngenta Group's global "Heads" and their senior staff are housed in the same office space in Basel, Switzerland.

47. SAG is the indirect parent of SCPLLC through multiple layers of corporate ownership:

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

48. Before SCPI was converted to SCPLLC, it was incorporated in Delaware, had its

principal place of business in North Carolina, and had its own board of directors.

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

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

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

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

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

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

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

- a. The Chief Executive Officer;
- b. Group General Counsel;
- c. The President of Global Crop Protection;

- d. The Chief Financial Officer;
 - e. The President of Global Seeds; and
 - f. The Head of Human Resources;
56. SIAG employs all of the members of the Executive Committee.
57. Global Syngenta Group corporate policies require SAG subsidiaries, including SPLLC, to operate under the direction and control of the SEC and other unincorporated global management teams.
58. SAG's board of directors meets five to six times a year.
59. In contrast, SCPI's board of directors rarely met, either in person or by telephone, and met only a handful of times over the last decade before SCPI became SCPLLC.
60. Most, if not all, of the SCPI board's formal actions, including selecting and removing SCPI officers, were taken by unanimous written consent pursuant to directions from the SEC or other Syngenta Group global or regional managers that were delivered via e-mail to SCPI board members.
61. Since SCPI became SCPLLC, decisions that are nominally made by the board or managers of SCPLLC in fact continue to be directed by the SEC or other Syngenta Group global or regional managers.
62. Similarly, Syngenta Seeds, Inc.'s board of directors appointed and removed SCPI board members at the direction of the SEC or other Syngenta Group global or regional managers.
63. Since SCPI became SCPLLC, the appointment and removal of the manager(s) of SCPLLC continues to be directed by the SEC or other Syngenta Group global or regional managers.
64. The management structure of the Syngenta Group's CP Division, of which

SCPLLC is a part, is not defined by legal, corporate relationships, but by functional reporting relationships that disregard corporate boundaries.

65. Atop the CP Division is the CP Leadership Team (or another body with a different name but substantially the same composition and functions), which includes the President of Global Crop Protection, the CP region Heads (including SCPLLC President Vern Hawkins), and various global corporate function Heads.

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

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

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

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

70. Some members of the North America Regional Leadership Team, including some SCPLLC employees, report or have in the past reported not to their nominal superiors within the

companies that employ them, but directly to the Syngenta Group's global Heads.

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

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

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

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

74. SCPLLC is subject to additional oversight and control by Syngenta Group global managers through a system of “reserved powers” established by SAG and applicable to all Syngenta Group companies.

75. These “reserved powers” require Syngenta Group companies to seek approval for certain decisions from higher levels within the Syngenta Group’s functional reporting structure.

76. For example, although SAG permits Syngenta Group companies to handle small legal matters on their own, under the “reserved powers” system, SAG’s Board of Directors must approve settlements of certain types of lawsuits against Syngenta Group companies, including SCPLLC, if their value exceeds an amount specified in the “reserved powers.”

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

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

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

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

- a. Product development;
- b. Product testing (among other things, SAG and the global management of the Syngenta Group require SCPLLC to use Syngenta Ltd.’s Central Toxicology Laboratory to design, perform, or oversee product safety testing that SCPLLC submits to the EPA in support of the registrations of paraquat and other pesticides);

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

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

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

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

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

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

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

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

88. SCPLLC's board or management approves dividends and distributions mandated by Syngenta Group Treasury without any meaningful deliberation.

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

90. SAG continues to exercise the unusually high degree of control over SCPLLC that led the District Court to find in 2011 that SAG was subject to jurisdiction in the State of Illinois.

91. SAG, through its agent or alter ego, SCPLLC, does substantial business in the State of Illinois, including St. Clair County, Illinois, in the ways previously alleged as to SCPLLC.

2. Chevron

92. Chevron Chemical Company ("Chevron Chemical") was a corporation organized

in 1928 under the laws of the State of Delaware.

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

94. In the mid-2000s, Chevron Chemical LLC was merged into or continued to operate under the same or similar ownership and management as Defendant Chevron Phillips Chemical Company LP (“CP Chemical”), a limited partnership organized and existing under the laws of the State of Delaware with its principal place of business in The Woodlands, Texas.

95. CP Chemical is a successor by merger or continuation of business to its corporate predecessor Chevron Chemical LLC.

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

97. CP Chemical is registered to do business in the State of Illinois, with its registered office in Cook County, Illinois.

98. CP Chemical does substantial business in the State of Illinois, including St. Clair County, Illinois; among other things, it is a joint-venture partner in a polystyrene manufacturing plant in Joliet, Illinois, and it markets, advertises, distributes, sells, and delivers chemical products, piping, and plastics to distributors, dealers, and end users in the State of Illinois, including St. Clair County, Illinois.

99. Defendant Chevron U.S.A. Inc. (“Chevron USA”) is a corporation organized and existing under the laws of the State of Pennsylvania, with its principal place of business in the State of California.

100. Chevron USA is registered to do business in Illinois, with the office of its registered

agent in Springfield, Illinois. 103. In the mid-2000s, Chevron USA entered into an agreement in which it expressly assumed the liabilities of Chevron Chemical and Chevron Chemical LLC arising from Chevron Chemical's then-discontinued agrichemical business, which included the design, registration, manufacture, formulation, packaging, labeling, distribution, marketing, and sale of paraquat products in the United States as alleged in this Complaint.

3. Growmark

101. In 1962, Illinois Farm Supply Company and Farm Bureau Service Company of Iowa merged to form FS Services Inc., a corporation organized under the laws of the State of Delaware with its principal place of business in Bloomington, Illinois.

102. FS Services Inc. was owned by and participated in the operation of local member cooperatives that did business in the State of Illinois under the FS Services Inc. licensed name "FS" and other names.

103. In 1980, FS Services Inc. merged with Illinois Grain Corporation and was renamed or continued to operate under the same or similar ownership as Defendant Growmark Inc. ("Growmark"), a Delaware corporation with its principal place of business in Bloomington, Illinois.

104. Growmark is a successor by change of name, merger, or continuation of business to its corporate predecessor FS Services Inc.

105. Growmark is owned by and participates in the operation of local member cooperatives that do business in the State of Illinois under the Growmark licensed name "FS" and other names.

106. Growmark and one or more of its member cooperatives do substantial business in St. Clair County, Illinois, including marketing, advertising, distributing, selling, and delivering

fuels, lubricants, plant nutrients, crop protection products, seed, structures, equipment, and providing grain marketing assistance, warehousing, logistics, training, and marketing support.

C. Paraquat manufacture, distribution, and sale

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

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

109. ICI produced the first commercial paraquat formulation and registered it in England in 1962.

110. Paraquat was marketed in 1962 under the brand name Gramoxone.

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

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

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

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

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

116. In the ICI-Chevron Chemical Agreements, Chevron Chemical granted ICI and ICI Americas a license to its patents and technical information to permit ICI and ICI Americas to

formulate or have formulated, use, and sell paraquat throughout the world and to grant sub-licenses to others to do so.

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

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

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

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

121. Under the ICI-Chevron Chemical Agreements, Chevron Chemical distributed and sold paraquat in the U.S. and ICI and ICI Americas distributed and sold paraquat outside the United States.

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

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

124. Under the ICI-Chevron Chemical Agreements, ICI and ICI Americas provided to Chevron Chemical health and safety and efficacy studies performed or procured by ICI's Central Toxicology Laboratory, which Chevron Chemical then submitted to the USDA and the EPA to secure and maintain the registration of paraquat for manufacture, formulation, distribution, and

sale for use in the United States.

125. Under the ICI-Chevron Chemical Agreements and related agreements, ICI and ICI Americas manufactured and sold paraquat to Chevron Chemical that Chevron Chemical then distributed and sold in the United States, including in Illinois, where Chevron Chemical registered paraquat products with the Illinois Department of Agriculture and marketed, advertised, and promoted them to Illinois distributors, dealers, applicators, and farmers.

126. Under the ICI-Chevron Chemical Agreements and related agreements, Chevron Chemical distributed and sold paraquat in the United States under the ICI-trademarked brand name Gramoxone and other names, including in Illinois, where Chevron Chemical registered such products with the Illinois Department of Agriculture to enable them to be lawfully distributed, sold, and used in Illinois, and marketed, advertised, and promoted them to Illinois distributors, dealers, applicators, and farmers.

127. SAG and its corporate predecessors and others with whom they acted in concert have manufactured, formulated, distributed, and sold paraquat for use in the United States from about 1964 through the present, and at all relevant times intended or expected their paraquat products to be distributed and sold in Illinois, where they registered such products with the Illinois Department of Agriculture to enable them to be lawfully distributed, sold, and used in Illinois, and marketed, advertised, and promoted them to Illinois distributors, dealers, applicators, and farmers.

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

129. SCPLLC and its corporate predecessors and others with whom they acted in concert

have manufactured, formulated, distributed, and sold paraquat for use in the United States from about 1971 through the present, and at all relevant times intended or expected their paraquat products to be distributed and sold in Illinois, where they registered such products with the Illinois Department of Agriculture to enable them to be lawfully distributed, sold, and used in Illinois, and marketed, advertised, and promoted them to Illinois distributors, dealers, applicators, and farmers.

130. SCPLLC and its corporate predecessors and others with whom they acted in concert have submitted health and safety and efficacy studies to the EPA to support the registration of paraquat for manufacture, formulation, distribution, and sale for use in the U.S. from about 1971 through the present.

131. Chevron Chemical manufactured, formulated, distributed, and sold paraquat for use in the United States from about 1964 through at least 1986, acting in concert with ICI and ICI Americas throughout this period, including in Illinois, where Chevron Chemical registered such products with the Illinois Department of Agriculture to enable them to be lawfully distributed, sold, and used in Illinois, and marketed, advertised, and promoted them to Illinois distributors, dealers, applicators, and farmers.

132. Growmark and its corporate predecessor FS Services Inc. and their member cooperatives have distributed and sold throughout the State of Illinois paraquat that was manufactured, formulated, distributed, and sold by SAG and its corporate predecessors from about 1964 through the present.

133. Growmark and its corporate predecessor FS Services Inc. and their member cooperatives distributed and sold throughout the State of Illinois paraquat that was manufactured, formulated, distributed, and sold by Chevron Chemical from about 1964 through at least 1986.

134. Growmark and its corporate predecessor FS Services Inc. and their member

cooperatives have distributed and sold throughout the State of Illinois paraquat that was manufactured, formulated, distributed, and sold by SCPLLC and its corporate predecessors from about 1971 through the present.

135. Between approximately 1967 and 1974, Plaintiff Michael Joseph Kearns was repeatedly exposed to and inhaled, ingested, or absorbed paraquat in the course of applying it to fields as a crop duster.

136. On information and belief, between approximately 1967 and 1974, one or more Growmark or FS Services Inc. member cooperatives sold paraquat that Plaintiff Michael Joseph Kearns applied using aerial sprayers on farms in the vicinity of Elkhorn, Wisconsin and Danville, Illinois.

137. Between approximately 1964 and 1969, Plaintiff Michael Joseph Kearns was repeatedly exposed to and inhaled, ingested, or absorbed paraquat that was sprayed on farm fields in the vicinity of Edgerton, Wisconsin by one or more Growmark or FS member cooperatives.

138. On information and belief, between 1964 and 1969, one or more Growmark or FS Services Inc. member cooperatives sold paraquat that the owners or operators of farms applied or had applied, using ground-based or aerial sprayers, on farms in the vicinity of the Edgerton, Wisconsin area residences Plaintiff Michael Joseph Kearns lived from 1959 through 1969.

139. On information and belief, between 1964 and 1969, one or more Growmark or FS Services Inc. member cooperatives applied paraquat on farms in the vicinity of the Edgerton, Wisconsin area residences where Plaintiff Michael Joseph Kearns lived from 1959 through 1969.

140. Between approximately 1969 and 1981, Plaintiff Michael Joseph Kearns was repeatedly exposed to and inhaled, ingested, or absorbed paraquat that was sprayed on farm fields in the vicinity of Danville, Illinois by one or more Growmark or FS member cooperatives.

141. On information and belief, between 1969 and at least 1981, one or more Growmark or FS Services Inc. member cooperatives sold paraquat that the owners or operators of farms applied or had applied, using ground-based or aerial sprayers, on farms in the vicinity of the Danville, Illinois area residences where Plaintiff Michael Joseph Kearns lived from 1969 through 1981.

142. On information and belief, between 1969 and at least 1981, one or more Growmark or FS Services Inc. member cooperatives applied paraquat on farms in the vicinity of the Danville, Illinois area residences where Plaintiff Michael Joseph Kearns lived from 1969 through 1981.

143. Plaintiff Michael Joseph Kearns was diagnosed with PD in or about November 25, 2019.

144. No doctor or any other person told Plaintiff Michael Joseph Kearns before November 25, 2019, that his Parkinson's disease was or could have been caused by exposure to paraquat.

145. Before November 25, 2019, Plaintiff Michael Joseph Kearns had never read or heard of any articles in newspapers, scientific journals, or other publications that associated Parkinson's disease with paraquat.

146. Before November 25, 2019, Plaintiff Michael Joseph Kearns had never read or heard of any lawsuit alleging that paraquat causes Parkinson's disease.

147. At no time when using paraquat himself was Plaintiff Michael Joseph Kearns aware that exposure to paraquat could cause any latent injury, including any neurological injury or Parkinson's disease, or that any precautions were necessary to prevent any latent injury that could be caused by exposure to paraquat.

148. The paraquat to which Plaintiff Michael Joseph Kearns was exposed was sold and

used in Illinois and Wisconsin, and was manufactured, distributed, and on information and belief sold by one or more of the Defendants and their corporate predecessors and others with whom they acted in concert intending or expecting that it would be sold and used in Illinois and Wisconsin.

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

150. On information and belief, Plaintiff Michael Joseph Kearns was exposed to paraquat that was sold and used in Illinois and Wisconsin, and was manufactured, distributed, and sold by SCPLLC, its corporate predecessors, and others with whom they acted in concert, including Chevron Chemical, intending or expecting that it would be sold and used in Illinois and Wisconsin.

151. On information and belief, Plaintiff Michael Joseph Kearns was exposed to paraquat that was sold and used in Illinois and Wisconsin, and was manufactured, distributed, and sold by SAG, its corporate predecessors, and others with whom they acted in concert, including Chevron Chemical, intending or expecting that it would be sold and used in Illinois and Wisconsin.

152. On information and belief, Plaintiff Michael Joseph Kearns was exposed to paraquat that was sold and used in Illinois and Wisconsin, and was manufactured, distributed, and sold by Chevron Chemical, acting in concert with ICI and ICI Americas, intending or expecting that it would be sold and used in Illinois and Wisconsin.

153. On information and belief, Plaintiff Michael Joseph Kearns was exposed to paraquat that was sold and used in Illinois and Wisconsin and was distributed and sold by

Growmark and its corporate predecessor to one or more Growmark member cooperatives.

D. Paraquat use

154. Since 1964, paraquat has been used in the U.S. to kill broadleaf weeds and grasses before the planting or emergence of more than 100 field, fruit, vegetable, and plantation crops, to control weeds in orchards, and to desiccate (dry) plants before harvest.

155. At all relevant times, where paraquat was used, it was commonly used multiple times per year on the same land, particularly when used to control weeds in orchards or on farms with multiple crops planted on the same land within a single growing season or year, and such use was as intended or directed or reasonably foreseeable.

156. At all relevant times, paraquat manufactured, distributed, sold, and sprayed or caused to be sprayed by Defendants, Defendants' corporate predecessors, and others with whom they acted in concert was typically sold to end-users in the form of liquid concentrates (and less commonly in the form of granular solids) designed to be diluted with water before or after loading it into the tank of a sprayer and applied by spraying it onto target weeds.

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

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