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IN THE FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
PHILADELPHIA COURT OF COMMON PLEAS
TRIAL DIVISION – CIVIL

IN RE: PARAQUAT PRODUCTS LIABILITY LITIGATION	**May Term 2022**
	No. 220500559
This Document Relates to All Actions	

SYNGENTA DEFENDANTS' BRIEF REGARDING THE EFFECT OF *MALLORY V. NORFOLK S. RY. CO.* ON THE PRELIMINARY OBJECTION TO THE COURT'S EXERCISE OF GENERAL PERSONAL JURISDICTION

Syngenta Crop Protection, LLC and Syngenta AG (together, the "Syngenta Defendants") submit this memorandum pursuant to the Court's July 18, 2023, Order granting leave to brief the Syngenta Defendants' position regarding the effect of *Mallory v. Norfolk S. Ry. Co.*, 143 S.Ct. 2028 (2023), on the outstanding Preliminary Objections to Plaintiffs' Long-Form Complaint, Control No. 22124218 ("POs"), regarding general personal jurisdiction.

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INTRODUCTION

Plaintiffs misread the United States Supreme Court's decision in *Mallory v. Norfolk S. Ry. Co.*, 143 S.Ct. 2028 (2023), in arguing that it establishes personal jurisdiction in this case. The opposite is true. To be sure, on a superficial level, the U.S. Supreme Court vacated the Pennsylvania Supreme Court's decision invalidating part of the Pennsylvania long-arm statute. But reading the ***entire*** case shows that ***five Justices*** reasoned that the statute is invalid, with the deciding fifth vote (Justice Alito) explaining why it should fall (again) on remand. Thus, a complete reading of *Mallory* shows that the statutory scheme upon which Plaintiffs stake their claims—15 Pa. Cons. Stat. § 411 and 42 Pa. Cons. Stat. §5301(a)(2)(i), (b)—is unconstitutional. The Pennsylvania Supreme Court reached the correct outcome the first time, and, applying the opinions from the U.S. Supreme Court in *Mallory*, it will reach that same result (under different reasoning) the second time. Separately, *Mallory* addressed a Due Process challenge under very different facts, none of which are present here. For two reasons, *Mallory* shows why Defendants' preliminary objections should be sustained.

First, the U.S. Supreme Court's decision in *Mallory* contains five clear votes in favor of finding Pennsylvania's consent-by-registration scheme unconstitutional—and paves the way for the Pennsylvania Supreme Court to invalidate it (again) on remand. In *Mallory*, the Pennsylvania Supreme Court invalidated the statutory scheme on Due Process grounds, but also noted that requiring out-of-state corporations to register in Pennsylvania "is contrary to the concept of federalism[.]" *Mallory v. Norfolk S. Ry. Co.*, 266 A.3d 542, 567 (Pa. 2021). At the United States Supreme Court, the nine Justices fractured into unusual camps, with Justices Kagan, Roberts, Kavanaugh, and Barrett all asserting that the statute was unconstitutional under the Due Process clause, four other Justices disagreeing, and Justice Alito, the decisive fifth vote, in the middle. It

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is thus critical for this Court to review Justice Alito's concurrence (attached here as Exhibit A for reference), which explained that Sections 411 and 5301(a)(2) do not *always* violate the Due Process Clause—and so the decision had to be remanded based on the facts presented in that case. *See Mallory*, 143 S.Ct. at 2051–52. But Justice Alito explained that Due Process was not the most appropriate legal structure for assessing the interstate impacts of the Pennsylvania scheme; rather, "[t]he federalism concerns that this case presents fall more naturally within … the Commerce Clause." *Id.* at 2051 (Alito, J., concurring). Indeed, the U.S. Supreme Court long ago held that the Commerce Clause prohibited Minnesota from enforcing a statutory scheme much like Pennsylvania's, wherein Minnesota had required railroads to submit to general jurisdiction as a condition of doing business in the state. *See Davis v. Farmers Co-op. Equity Co.*, 262 U.S. 312, 314–15(1923). *Davis* is still good law, and its binding effect means that the Pennsylvania Supreme Court will hold again on remand that Pennsylvania's statutory scheme is unconstitutional.

Second, *Mallory* also cannot save Plaintiffs' claims even on Due Process grounds, as *Mallory* emphasized that case's different facts. *See Mallory*, 143 S. Ct. at 2038–43 ("To decide this case, we need not speculate whether any other statutory scheme *and set of facts* would suffice to establish consent to suit." (emphasis added)). In *Mallory*, the plaintiff verified his complaint, the defendant was registered in Pennsylvania, and the defendant had substantial operations in the Commonwealth, including over 15,000 employees. None of those facts are present here. Plaintiffs have not verified their complaint, which contains all of their jurisdictional allegations, Syngenta AG is ***not*** registered to do business in Pennsylvania, and the record does not reflect that either Syngenta Defendant has substantial operations in the Commonwealth.

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ARGUMENT

I. The Registration Statute Violates the Commerce Clause.

The Constitution vests Congress with the power to "regulate Commerce … among the several States[.]" Art. I, § 8, cl. 3. The Commerce Clause "avoid[s] the tendencies toward economic Balkanization that had plagued relations among the Colonies and later among the States under the Articles of Confederation." *Hughes v. Oklahoma*, 441 U.S. 322, 325 (1979). While not explicit in the text of the Constitution, the U.S. Supreme Court has interpreted the Commerce Clause as containing a "negative command" that prohibits states from interfering in interstate commerce. *See Oklahoma Tax Comm'n v. Jefferson Lines, Inc.*, 514 U.S. 175, 179–80 (1995) ("We have understood this construction to serve the Commerce Clause's purpose of preventing a State from retreating into economic isolation or jeopardizing the welfare of the Nation as a whole, as it would do if it were free to place burdens on the flow of commerce across its borders that commerce wholly within those borders would not bear."). The Pennsylvania Supreme Court has applied this "dormant" aspect of the Commerce Clause several times, noting that it "prevent[s] a state from regulating business in such a way as to provide unfair advantage to its own residents[,]" *Empire Sanitary Landfill, Inc. v. Com., Dept. of Env't. Resources*, 684 A.2d 1047, 1055 (Pa. 1996), and "serves to protect out-of-state corporations," *Johnson v. Am. Standard*, 8 A.3d 318, 326 (Pa. 2010).

The registration statute violates the Commerce Clause here. It requires foreign corporations to register with the Department of State, 15 Pa. Cons. Stat. § 411(a), and then be subject to general personal jurisdiction in the Commonwealth, 42 Pa. Cons. Stat. § 5301(a)(2)(i), (b)—even if the Plaintiff is not from Pennsylvania, and even if the case has nothing to do with Pennsylvania. As the Pennsylvania Supreme Court noted in its first opinion in *Mallory*, the scheme "infringes upon the doctrine of federalism[.]" *Mallory*, 266 A.3d at 558–59. Indeed, and although

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the Pennsylvania Supreme Court based its first opinion on Due Process, "this federalism [problem] may be determinative[.]" *Id.* at 567. The United States Supreme Court, in fractured opinions, vacated and remanded. But even though the four-Justice plurality in *Mallory* disagreed with the Pennsylvania Supreme Court's Due Process holding, it still noted that "any argument along those [federalism] lines remains for consideration on remand." *Mallory*, 143 S. Ct. at 2033 n.3. The decisive fifth vote from Justice Alito explained that the statute was ***likely still unconstitutional*****:** "federalism concerns fall more naturally within the scope of the Commerce Clause[,]" and "there is a good prospect that Pennsylvania's assertion of jurisdiction[,]" should be held to "violate[] the Commerce Clause" on remand. *Id.* at 2051, 2053 (Alito J., concurring).

On remand, the Pennsylvania Supreme Court is likely to reach the same result based on century-old binding precedent. In *Davis v. Farmers' Co-op. Equity Co.*, 262 U.S. 312 (1923), a Kansas-based corporation sued a Kansas railroad in Minnesota for a claim that was "in no way connected with Minnesota[.]" *Id*. at 314. The Kansas corporation argued jurisdiction was permitted because the railroad company had complied with a statute requiring it to "submit to suit" in Minnesota on any "cause of action, wherever it may have arisen," as a condition of maintaining a soliciting agent in the state. *Id.* at 315. The United States Supreme Court ***unanimously*** held the statute unconstitutional: "litigation in states and jurisdictions remote from that in which the cause of action arose … causes, directly and indirectly, heavy expense to the carriers[,]" and "imposes upon interstate commerce a serious and unreasonable burden, ***which renders the statute obnoxious to the commerce clause***." *Id.* (emphasis added). As the Court emphasized, the "orderly effective administration of justice clearly does not require that a foreign carrier shall submit to a suit in a state in which the cause of action did not arise, in which the transaction giving rise to it was not

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entered upon, in which the carrier neither owns nor operates a railroad, and in which the plaintiff does not reside." *Id.* at 317.

Davis remains good law and dictates the outcome here. Just like the Minnesota statute, Pennsylvania's scheme manufactures general personal jurisdiction for ***all*** claims no matter where a corporation is headquartered, where it is incorporated, where the plaintiff resides, or where the claim arose. It thus imposes significant burdens on interstate commerce. *See id.*; *see also Mallory*, 143 S. Ct. at 2054 (Alito, J., concurring) (noting that the statute "injects intolerable unpredictability into doing business across state borders" and advances no "legitimate local interest", especially when plaintiffs bring claims "wholly unconnected to the forum State"). Recent U.S. Supreme Court cases have only reinforced *Davis*'s holding, noting that discriminatory state laws "face 'a virtually per se rule of invalidity[,]'" *Granholm v. Heald*, 544 U.S. 460, 476 (2005) (citation omitted), and striking down statutes imposing burdens on out-of-state actors, *e.g.*, *Oregon Waste Sys., Inc. v. Dep't of Env't Quality of State of Or.*, 511 U.S. 93, 108 (1994). Nor could some plausible local interest save the registration statute: "I am hard-pressed to identify any legitimate local interest that is advanced by requiring an out-of-state company to defend a suit brought by an out-of-state plaintiff on claims wholly unconnected to the forum State." *Mallory*, 143 S. Ct. at 2054 (Alito, J., concurring).

This case proves that point. For instance, once this Court permitted limited personal jurisdiction discovery, the Syngenta Defendants served discovery on over 100 plaintiffs that have filed suit in Pennsylvania to assess whether they had any connection to Pennsylvania. ***Every single one*** of those "PJ Discovery Plaintiffs" admitted that they had never "used Paraquat in the Commonwealth"; never "purchased Paraquat in the Commonwealth"; were never "exposed to Paraquat in the Commonwealth"; were never "treated in the Commonwealth"; and that any

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presence they might have had in the Commonwealth is "unrelated to the claims at issue in this action." *See* Ex. B, Counsel's Affidavit in Response to PJ Discovery at 2.[1] This case, in other words, is exactly the type of case where the Pennsylvania Supreme Court's federalism concerns should "be determinative[.]" *Mallory*, 266 A.3d at 567. Because the opinion in *Mallory* shows that the Pennsylvania Supreme Court got it right (albeit under different reasoning), and because it is overwhelmingly likely that the Pennsylvania Supreme Court will reach the same result and apply its federalism concerns to strike down the registration statute again on remand, the Court should sustain Defendants' Preliminary Objections.

II. The Due Process Clause Also Bars Jurisdiction, As *Mallory* Relied on Facts That Plaintiffs Lack Here.

Separate and apart from reinforcing the Pennsylvania Supreme Court's federalism concerns, the opinions in *Mallory* also show that Plaintiffs still cannot survive a Due Process challenge on the facts presented in ***this*** case. *Mallory* made clear that its holding was based on the specific set of facts before it; indeed, it declined to "speculate" as to whether "any other … set of facts would suffice to establish consent to suit." 143 S. Ct. at 2038–43. *Mallory* thus cannot save Plaintiffs' claims. Unlike in *Mallory*, here (i) no Plaintiff has verified the Long-Form Complaint,

[1] Plaintiffs' only factual basis for general jurisdiction up to this point has been its conclusory allegation that "PJ Discovery Plaintiffs' claims arise out of or relate to Syngenta's contacts with the Commonwealth of Pennsylvania." *Id.* But that statement is a conclusory legal statement and so cannot support jurisdiction as a factual matter. *See City of Philadelphia v. Borough of Westville*, 93 A.3d 530, 534 n.4 (Pa. Commw. Ct. 2014) ("When a defendant challenges personal jurisdiction, the [p]laintiff must come forward with sufficient jurisdictional facts by (affidavit, deposition or other) competent evidence to establish the court's jurisdiction over the [d]efendant." (internal marks and citation omitted)). Like Plaintiffs' other responses, it is also unverified and so suffers from a fatal procedural flaw. *See infra* at 10–11 (discussing verification requirements under Pennsylvania law). In any event, it is wrong. *See* Ex. C, Mem. of Law in Supp. of Syngenta Defs' Prelim. Objs., Control No. 22124218, at 10–15 (Dec. 20, 2022) (detailing general jurisdictional argument and providing verifications for the same); Ex. D, Reply Mem. of Law in Supp. of Syngenta Defs' Prelim. Objs., Control No. 22124218, at 7–8 (Feb. 22, 2023) (same).

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(ii) there is no record establishing that the Syngenta Defendants have substantial operations in Pennsylvania, and (iii) Syngenta AG is ***not*** registered in Pennsylvania.

A. Plaintiffs failed to verify their complaint.

First, *Mallory* is distinguishable because, unlike in this case, the Court there dealt with a plaintiff that verified his pleadings. Verifying a complaint has important jurisdictional implications. Specifically, Pennsylvania Rule of Civil Procedure Rule 1024(a) requires that "[e]very pleading containing an averment of fact not appearing of record in the action or containing a denial of fact . . . shall be verified." Such verification must be completed "by one or more of the parties filing the pleading …." Pa. R. Civ. P. 1024(c). Without verification, a complaint, including its jurisdictional allegations, are "patently insufficient." *See Gracey v. Cumru Twp.*, No. 2604 C.D. 2010, 2011 WL 10878246, at *3 (Pa. Commw. Ct. Dec. 27, 2011) (per curiam) (unpublished); *Hatchigian v. Ford Motor Co.*, No. 114, 2012 WL 1948521 (Pa. Ct. Com. Pl. Phila. Cty. May 16, 2012) (sustaining preliminary objection and dismissing unverified complaint).

In *Mallory*, the plaintiff (Mr. Mallory) complied in full with Rule 1024 by attaching to his complaint a personally signed verification that supported his jurisdictional allegations, amongst others. *See* Ex. E, Compl. at 8, *Mallory v. Norfolk Southern Ry. Co.*, No. 1961, 2018 WL 3025283 at *1 (Pa. Com. Pl. May 30, 2018). By contrast, here, Plaintiffs failed to comply with Rule 1024 by refusing to attach any verification to their Long-Form Complaint. Their allegations, including those relating to general jurisdiction, are thus "patently insufficient." *See Gracey*, 2011 WL 10878246, at *3; *Hatchigian*, 2012 WL 1948521, at *1. Moreover, in response, the Syngenta Defendants filed verified Preliminary Objections on jurisdictional issues and noting Plaintiffs' failure to verify. *See* Ex. F, Syngenta Defs.' Prelim. Objs. to Pls.' Compl., Control No. 22124218, ¶¶ 21–69, 231–34 (Dec. 20, 2022); Ex. D, Reply Mem. of Law in Supp. of Syngenta Defs' Prelim. Objs. to Pls.' Compl., Control No. 22124218, at 3–5. Thereafter, Plaintiffs only made matters

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worse by failing to verify their Answer or assert averments raised therein as "new matter," pursuant to Rule 1030(a). *See* Ex. D, Reply Mem. of Law in Supp. of Syngenta Defs' Prelim. Objs., Control No. 22124218, at 4–5 (explaining Plaintiffs' non-compliance with the Pennsylvania Rules); Ex. G, Syngenta Defs.' Prelim. Objs. to Pls.' Answer, Control No. 23024792, ¶¶ 7–17 (same).

Plaintiffs' failure to verify "may not be brushed aside as a mere 'legal technicality[.]'" *Rupel v. Bluestein*, 421 A.2d 406, 411 (Pa. Super. Ct. 1980). Moreover, Rule 1024's verification requirement "is not waivable because without it a pleading is [a] mere narration, and amounts to nothing." *Atl. Credit & Fin., Inc. v. Giuliana*, 829 A.2d 340, 344 (Pa. Super. Ct. 2003) (quotation and citation omitted). That is particularly true in cases like this one involving a party's "wholesale failure to take any of the actions [that a rule] requires" as opposed to cases involving a party's "substantial compliance" and a mere "misstep." *Womer v. Hilliker*, 908 A.2d 269, 278 (Pa. 2006). To be sure, Plaintiffs have looked to CMO 2 for refuge, but as detailed in Chevron's papers, CMO 2 does not abrogate Rule 1024's requirements, nor could it. *See* Chevron's Reply In Supp. of Prelim. Objs., Control No. 22124217, at 11–12 (Feb. 22, 2023) (also rejecting Plaintiffs' mistaken argument that Defendants proposed delaying verification until the short form complaints).

At bottom, Plaintiffs' failure to verify means there are no disputed issues of fact regarding the jurisdictional allegations in this case, which is a material distinction from *Mallory* that prevents that case from controlling the jurisdictional outcome in this one.

B. The Syngenta Defendants do not have substantial operations in Pennsylvania.

Even if the Court were to look past Plaintiffs' lack of verification—which the Court should not, given that it resolves the jurisdictional query in the Syngenta Defendants' favor—the Syngenta Defendants have supplied additional facts demonstrating that *Mallory* is inapposite because they do not have substantial operations in Pennsylvania that would justify extending *Mallory* to this

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case. Before the U.S. Supreme Court, Norfolk Southern argued that it should not be haled into court in a jurisdiction where it did not have a significant presence. *Mallory*, 143 S. Ct. at 2041. But as the plurality explained, the facts did not support that argument: Norfolk Southern "had taken full advantage of its opportunity to do business in the Commonwealth, boasting of its presence" which included "***5,000 [employees] in Pennsylvania*** … 2,400 miles of track across the Commonwealth [more than in any other State] … [a] 70-acre locomotive shop [that] was the largest in North America" and company proclamations that it was "a proud part of 'the Pennsylvania Community.'" *Mallory*, 143 S. Ct. at 2042–43 (emphasis added). Like the plurality, Justice Alito's decisive fifth-vote concurrence also placed significant emphasis on Norfolk Southern's "substantial operations" in Pennsylvania, suggesting that such "extensive operations" discounted any potential Due Process violation as applied to Norfolk Southern. *Id.* at 2047, 2049.

In contrast, Plaintiffs here have not presented any cognizable record of the Syngenta Defendants' substantial and direct contacts with the Commonwealth. That alone separates this case from *Mallory*. *See* Ex. C, Mem. of Law in Supp. of Syngenta Defs' Prelim. Objs., Control No. 22124218, at 12–15 (further detailing argument that Plaintiffs fail to allege Syngenta Defendants have substantial operations in Pennsylvania).

What is more, jurisdictional discovery proves that the Syngenta Defendants do ***not*** have substantial operations in Pennsylvania. Instead of the ***5,000 Norfolk employees*** that the Supreme Court considered substantial in *Mallory*, Syngenta Crop Protection, LLC currently has fewer than ***fifteen***. *See* Ex. H, Syngenta Defs.' Resp. & Objs. to Pls.' IROGs at 4–7 (May 8, 2023) (disclosing all employees in Pennsylvania); Ex. I, Syngenta Defs.' Resp. & Objs. to Pls.' RFAs at 22-23 (May 8, 2023). And while Norfolk Southern owned over 2,400 miles of railroad track in Pennsylvania, and a 70-acre shop (the largest of its kind in the country), Syngenta Crop Protection, LLC owns

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no property and runs no stores in the Commonwealth. *See* Ex. J, Verification of Alan Nadel. The same is true for Syngenta AG, who does not maintain *any* business operations in the Commonwealth. *See* Ex. K, Verification of Stephen Landsman; Ex. L, Verification of Timon Sartorius. *Mallory* is distinguishable on that additional basis.

C. Syngenta AG is not registered to do business in Pennsylvania.

Moreover, Syngenta AG is not even registered to do business in Pennsylvania, which means that *Mallory* cannot apply to Syngenta AG (even if Pennsylvania's statutory scheme is otherwise constitutional). Unlike in *Mallory*, where the defendant was registered in Pennsylvania for years, *Mallory*, 143 S. Ct. at 2037–38, Syngenta AG has never been registered in the Commonwealth. *See* Ex. F, Syngenta Defs.' Prelim. Objs. to Pls.' Compl., Control No. 22124218, ¶ 45. Stephen Landsman, Syngenta AG's General Counsel, verified that fact, *see id.* (citing verification at "Exhibit B"). Moreover, in light of the public nature of Syngenta AG's registration status, Plaintiffs are deemed to have admitted that averment in their Answer.[2] Because Syngenta AG is not registered to do business in Pennsylvania, *Mallory* cannot control the jurisdictional outcome here.

Of course, at the July 18, 2023, status conference, Plaintiffs asserted that Syngenta AG was registered to do business in Pennsylvania. That was wrong and Plaintiffs' counsel simply erred in so arguing. The mistake appears to arise out of counsel's misreading of their own requests for admission. In Plaintiffs' second request for admission, Plaintiffs asked the Syngenta Defendants

[2] In their unverified Answer, Plaintiffs stated that "[a]fter reasonable investigation Plaintiffs are without knowledge or information sufficient to form a belief as [sic] the truth of [the] averment" that Syngenta AG is not registered in Pennsylvania. Ex. M, Pls.' Answer to Syngenta Defs.' Prelim. Objs., Control No. 22124218, ¶ 45 (Feb. 2, 2023). That response is deemed an admission where, as here, after a reasonable search of the public record, "the pleader must know whether a particular allegation is true or false." *See* Pa. Code § 1209(c), committee notes; *see also Cercone v. Cercone*, 386 A.2d 1, 4 (Pa. Super. Ct. 1978) ("If Rule 1029(c) is not properly invoked and if the responder fails to make a specific denial of a factual averment, then the responder will be deemed to have admitted that factual averment.").

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to "[a]dmit" only "that ***Syngenta Crop Protection, LLC*** is voluntarily registered and qualified to conduct business in Pennsylvania as a foreign entity." *See* Ex. I, Syngenta Defs.' Resp. & Objs. to Pls.' RFAs at 3 (emphasis added). After citing to its Preliminary Objections on the matter, the Syngenta Defendants admitted that "Syngenta"—meaning, in context, ***Syngenta Crop Protection, LLC***—is "registered to conduct business in Pennsylvania[.]" *Id.* Nowhere in those responses was there any admission that ***Syngenta AG*** was also registered in the Commonwealth.

In any event, the Syngenta Defendants' verified Preliminary Objections, the public record, and Plaintiffs' Answer all settle the issue. Syngenta AG is not registered to do business in Pennsylvania and so Syngenta AG has not consented to jurisdiction in the Commonwealth.

CONCLUSION

For the reasons set forth above, *Mallory* does not resolve the general personal jurisdictional issues in this case, and, if anything, only suggests that the registration statute will be held unconstitutional again on remand. The Court should grant the Syngenta Defendants' Preliminary Objections regarding general jurisdiction, or at minimum, refrain from exercising jurisdiction over the Syngenta Defendants in light of *Mallory*.[3]

[3] Should the Court hold otherwise, the Syngenta Defendants respectfully ask that the Court state in its order that a "substantial issue" of jurisdiction has been presented so that the Syngenta Defendants might appeal as of right. *See* Pa. R. App. P. 311(b)(2); *see also J.S. v. R.S.S.*, 231 A.3d 942, 945 n.1 (Pa. Super. Ct. 2020) (same request).

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August 1, 2023

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CERTIFICATE OF SERVICE

I, David J. Parsells, Esquire hereby certify that on August 1, 2023, I caused a true and correct copy of the foregoing document on all counsel of record and unrepresented parties via the Court's Electronic Filing System, which service satisfies the requirements of the Pennsylvania Rules of Civil Procedure.

STEVENS & LEE

Dated: August 1, 2023

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EXHIBIT A

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SUPREME COURT OF THE UNITED STATES

No. 21–1168

ROBERT MALLORY, PETITIONER *v.* NORFOLK SOUTHERN RAILWAY CO.

ON WRIT OF CERTIORARI TO THE SUPREME COURT OF PENNSYLVANIA, EASTERN DISTRICT

[June 27, 2023]

JUSTICE ALITO, concurring in part and concurring in the judgment.

The sole question before us is whether the Due Process Clause of the Fourteenth Amendment is violated when a large out-of-state corporation with substantial operations in a State complies with a registration requirement that conditions the right to do business in that State on the registrant's submission to personal jurisdiction in any suits that are brought there. I agree with the Court that the answer to this question is no. *Assuming* that the Constitution allows a State to impose such a registration requirement, I see no reason to conclude that such suits violate the corporation's right to "'fair play and substantial justice.'" *International Shoe Co.* v. *Washington*, 326 U. S. 310, 316 (1945).

I am not convinced, however, that the Constitution permits a State to impose such a submission-to-jurisdiction requirement. A State's assertion of jurisdiction over lawsuits with no real connection to the State may violate fundamental principles that are protected by one or more constitutional provisions or by the very structure of the federal system that the Constitution created. At this point in the development of our constitutional case law, the most appropriate home for these principles is the so-called dormant Commerce Clause. Norfolk Southern appears to have as-

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serted a Commerce Clause claim below, but the Pennsylvania Supreme Court did not address it. See 266 A. 3d 542, 559–560, nn. 9, 11 (2021). Presumably, Norfolk Southern can renew the challenge on remand. I therefore agree that we should vacate the Pennsylvania Supreme Court's judgment and remand the case for further proceedings.

I

When Virginia resident Robert Mallory initiated this suit, Norfolk Southern Railway Company, a railroad that was at that time incorporated and headquartered in Virginia, had long operated rail lines and conducted related business in Pennsylvania. Consistent with Pennsylvania law, the company had registered as a "foreign" corporation, most recently in 1998. 15 Pa. Cons. Stat. §411(a) (2014); App. 1–2. Then, as now, Pennsylvania law expressly provided that "qualification as a foreign corporation" was a "sufficient basis" for Pennsylvania courts "to exercise general personal jurisdiction" over an out-of-state company. 42 Pa. Cons. Stat. §5301(a)(2)(i) (2019). Norfolk Southern is a sophisticated entity, and we may "presum[e]" that it "acted with knowledge" of state law when it registered. *Commercial Mut. Accident Co.* v. *Davis*, 213 U. S. 245, 254 (1909). As a result, we may also presume that by registering, it consented to all valid conditions imposed by state law.

I do not understand Norfolk Southern to challenge this basic premise. Tr. of Oral Arg. 62 (acknowledging that "the railroad understood by filing [registration paperwork] that it was subject to [Pennsylvania's general jurisdiction] law"). Instead, Norfolk Southern argues that giving force to the company's consent would violate the Fourteenth Amendment's Due Process Clause. See *Power Mfg. Co.* v. *Saunders*, 274 U. S. 490, 496–497 (1927).

That argument is foreclosed by our precedent. We addressed this question more than a century ago in *Pennsylvania Fire Ins. Co. of Philadelphia* v. *Gold Issue Mining &*

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Milling Co., 243 U. S. 93 (1917). There, an Arizona mining company sued a Pennsylvania insurance company in a Missouri court, alleging claims arising from events in Colorado. *Id.*, at 94. The Pennsylvania insurance company had "obtained a license to do business in Missouri," and so had complied with a Missouri statute requiring the company to execute a power of attorney consenting to service of process on the state insurance superintendent in exchange for licensure. *Ibid.* The Missouri Supreme Court had previously construed such powers of attorney as consent to jurisdiction in Missouri for all claims, including those arising from transactions outside the State. *Gold Issue Mining & Milling Co.* v. *Pennsylvania Fire Ins. Co. of Philadelphia*, 267 Mo. 524, 549–550, 184 S. W. 999, 1003–1005 (1916) (citing *State ex rel. Pacific Mut. Life Ins. Co.* v. *Grimm*, 239 Mo. 135, 159–171, 143 S. W. 483, 490–494 (1911)). Because the insurance company had executed the power of attorney to obtain its license, the court held that Missouri had jurisdiction over the company in that suit. 267 Mo., at 610, 184 S. W., at 1024. We affirmed in a brief opinion, holding that the construction of Missouri's statute and its application to the Pennsylvania insurance company under the circumstances of the case did not violate due process. *Pennsylvania Fire*, 243 U. S., at 95.

The parallels between *Pennsylvania Fire* and the case before us are undeniable. In both, a large company incorporated in one State was actively engaged in business in another State. In connection with that business, both companies took steps that, under the express terms or previous authoritative construction of state law, were understood as consent to the State's jurisdiction in suits on all claims, no matter where the events underlying the suit took place. In both cases, an out-of-state plaintiff sued the out-of-state company, alleging claims unrelated to the company's forum-state conduct. And in both, the out-of-state company objected, arguing that holding it to the terms of its

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consent would violate the Fourteenth Amendment's Due Process Clause. In *Pennsylvania Fire*, we held that there was no due process violation in these circumstances. Given the near-complete overlap of material facts, that holding, unless it has been overruled, is binding here.

Norfolk Southern has not persuaded me that *Pennsylvania Fire* has been overruled. While we have infrequently invoked that decision's due process holding, we have never expressly overruled it. Nor can I conclude that it has been impliedly overruled. See *post*, at 15–16 (BARRETT, J., dissenting). Norfolk Southern cites the *International Shoe* line of cases, but those cases involve constitutional limits on jurisdiction over *non-consenting* corporations. See *International Shoe*, 326 U. S., at 317; *Goodyear Dunlop Tires Operations, S. A.* v. *Brown*, 564 U. S. 915, 927–928 (2011); *Daimler AG* v. *Bauman*, 571 U. S. 117, 129 (2014); *BNSF R. Co.* v. *Tyrrell*, 581 U. S. 402, 415 (2017) (declining to consider defendant's alleged consent because court below did not reach it). Consent is a separate basis for personal jurisdiction. *Insurance Corp. of Ireland* v. *Compagnie des Bauxites de Guinee*, 456 U. S. 694, 703 (1982); *Burger King Corp.* v. *Rudzewicz*, 471 U. S. 462, 472, n. 14 (1985); *J. McIntyre Machinery, Ltd.* v. *Nicastro*, 564 U. S. 873, 880–881 (2011) (plurality opinion). *Pennsylvania Fire*'s holding, insofar as it is predicated on the out-of-state company's consent, is not "inconsistent" with *International Shoe* or its progeny. *Shaffer* v. *Heitner*, 433 U. S. 186, 212, n. 39 (1977).

Nor would I overrule *Pennsylvania Fire* in this case, as Norfolk Southern requests. At the least, *Pennsylvania Fire*'s holding does not strike me as "egregiously wrong" in its application here. *Ramos* v. *Louisiana*, 590 U. S. ___, ___ (2020) (KAVANAUGH, J., concurring in part) (slip op., at 7). Requiring Norfolk Southern to defend against Mallory's suit in Pennsylvania, as opposed to in Virginia, is not so deeply unfair that it violates the railroad's constitutional right to due process. *International Shoe*, 326 U. S., at 316.

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The company has extensive operations in Pennsylvania, 266 A. 3d, at 562–563; see also *ante*, at 17–20; has availed itself of the Pennsylvania courts on countless occasions, Brief for Academy of Rail Labor Attorneys as *Amicus Curiae* 4–5 (collecting cases); and had clear notice that Pennsylvania considered its registration as consent to general jurisdiction, 15 Pa. Cons. Stat. §411(a); 42 Pa. Cons. Stat. §5301(a)(2)(i). Norfolk Southern's "conduct and connection with [Pennsylvania] are such that [it] should reasonably anticipate being haled into court there." *World-Wide Volkswagen Corp.* v. *Woodson*, 444 U. S. 286, 297 (1980).

If having to defend this suit in Pennsylvania seems unfair to Norfolk Southern, it is only because it is hard to see Mallory's decision to sue in Philadelphia as anything other than the selection of a venue that is reputed to be especially favorable to tort plaintiffs.[1] But we have never held that the Due Process Clause protects against forum shopping. Perhaps for that understandable reason, no party has suggested that we go so far.

For these reasons, I agree that *Pennsylvania Fire* controls our decision here, but I stress that it does so due to the clear overlap with the facts of this case.

II

A

While that is the end of the case before us, it is not the end of the story for registration-based jurisdiction. We have long recognized that the Constitution restricts a State's power to reach out and regulate conduct that has little if any connection with the State's legitimate interests. This principle, an "obviou[s]" and "necessary result" of our con-

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[1] See, *e.g.*, U. S. Chamber of Commerce Institute for Legal Reform, Nuclear Verdicts: Trends, Causes, and Solutions 20 (2022); M. Behrens & C. Silverman, Litigation Tourism in Pennsylvania: Is Venue Reform Needed?, 22 Widener L. J. 29, 30–31 (2012).

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stitutional order, is not confined to any one clause or section, but is expressed in the very nature of the federal system that the Constitution created and in numerous provisions that bear on States' interactions with one another. *New York Life Ins. Co.* v. *Head*, 234 U. S. 149, 161 (1914).[2]

The dissent suggests that we apply this principle through the Due Process Clause of the Fourteenth Amendment, *post*, at 6–8, and there is support for this argument in our case law, if not in the ordinary meaning of the provision's wording. By its terms, the Due Process Clause is about procedure, but over the years, it has become a refuge of sorts for constitutional principles that are not "procedural" but would otherwise be homeless as the result of having been exiled from the provisions in which they may have originally been intended to reside. This may be true, for example, with respect to the protection of substantive rights that might otherwise be guaranteed by the Fourteenth Amendment's Privileges and Immunities Clause. See *McDonald* v. *Chicago*, 561 U. S. 742, 754–759 (2010) (plurality opinion); *id.*, at 808–812 (THOMAS, J., concurring in part and concurring in judgment). And in a somewhat similar way, our due process decisions regarding personal jurisdiction have often invoked respect for federalism as a factor in their analyses.

In our first decision holding that the Fourteenth Amendment's Due Process Clause protects a civil defendant from suit in certain fora, the Court proclaimed that "no State can exercise direct jurisdiction and authority over persons or property without its territory." *Pennoyer* v. *Neff*, 95 U. S.

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[2] See, *e.g.*, *Florida* v. *Georgia*, 17 How. 478, 494 (1855); *Bonaparte* v. *Tax Court*, 104 U. S. 592, 594 (1882); *Huntington* v. *Attrill*, 146 U. S. 657, 669 (1892); *Alaska Packers Assn.* v. *Industrial Accident Comm'n of Cal.*, 294 U. S. 532, 540 (1935); *Baldwin* v. *G. A. F. Seelig, Inc.*, 294 U. S. 511, 521–523 (1935); *BMW of North America, Inc.* v. *Gore*, 517 U. S. 559, 571–572, and n. 16 (1996); *State Farm Mut. Automobile Ins. Co.* v. *Campbell*, 538 U. S. 408, 422 (2003).

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714, 722 (1878). "The several States," the Court explained, "are of equal dignity and authority, and the independence of one implies the exclusion of power from all others." *Ibid.* The Court warned that, in certain circumstances, a State's exercise of jurisdiction over non-residents would be "an encroachment upon the independence of [another] State" and a "usurpation" of that State's authority. *Id.*, at 723. And the Court noted that this was not a newly-developed doctrine, but reflected "well-established principles of public law" that "ha[d] been frequently expressed . . . in opinions of eminent judges, and . . . carried into adjudications in numerous cases." *Id.*, at 722, 724; see, *e.g.*, *D'Arcy* v. *Ketchum*, 11 How. 165, 176 (1851); *Picquet* v. *Swan*, 19 F. Cas. 609, 612 (No. 11,134) (CC Mass. 1828) (Story, J.).

Our post-*International Shoe* decisions have continued to recognize that constitutional restrictions on state court jurisdiction "are more than a guarantee of immunity from inconvenient or distant litigation," but reflect "territorial limitations" on state power. *Hanson* v. *Denckla*, 357 U. S. 235, 251 (1958); see also *World-Wide Volkswagen*, 444 U. S., at 292 (in addition to "protect[ing] the defendant against the burdens of litigating in a distant or inconvenient forum," due process "acts to ensure that the States, through their courts, do not reach out beyond the limits imposed on them by their status as coequal sovereigns in a federal system"); *id.*, at 293 ("The sovereignty of each State . . . implie[s] a limitation on the sovereignty of all of its sister States—a limitation express or implicit in both the original scheme of the Constitution and the Fourteenth Amendment"); *J. McIntyre Machinery*, 564 U. S., at 884 (plurality opinion) (if a "State were to assert jurisdiction in an inappropriate case, it would upset the federal balance, which posits that each State has a sovereignty that is not subject to unlawful intrusion by other States"). And we have recognized that in some circumstances, "federalism interest[s] may be decisive" in the due process analysis. *Bristol-Myers Squibb Co.*

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v. *Superior Court of Cal., San Francisco Cty.*, 582 U. S. 255, 263 (2017).

Despite these many references to federalism in due process decisions, there is a significant obstacle to addressing those concerns through the Fourteenth Amendment here: we have never held that a State's assertion of jurisdiction unconstitutionally intruded on the prerogatives of another State when the defendant had consented to jurisdiction in the forum State. Indeed, it is hard to see how such a decision could be justified. The Due Process Clause confers a right on "person[s]," Amdt. 14, §1, not States. If a person voluntarily waives that right, that choice should be honored. See *Insurance Corp. of Ireland*, 456 U. S., at 703; *ante*, at 2–3 (JACKSON, J., concurring).

B

1

The federalism concerns that this case presents fall more naturally within the scope of the Commerce Clause.[3] "By its terms, the Commerce Clause grants Congress the power '[t]o regulate Commerce . . . among the several States.'" *Raymond Motor Transp., Inc.* v. *Rice*, 434 U. S. 429, 440 (1978) (quoting Art. I, §8, cl. 3). But this Court has long held that the Clause includes a negative component, the so-called dormant Commerce Clause, that "prohibits state laws that unduly restrict interstate commerce." *Tennessee Wine and Spirits Retailers Assn.* v. *Thomas*, 588 U. S. ___, ___–___ (2019) (slip op., at 6–7); see, *e.g.*, *Cooley* v. *Board of*

[3] Analyzing these concerns under the Commerce Clause has the additional advantage of allowing Congress to modify the degree to which States should be able to entertain suits involving out-of-state parties and conduct. If Congress disagrees with our judgment on this question, it "has the authority to change the . . . rule" under its own Commerce power, subject, of course, to any other relevant constitutional limit. *South Dakota* v. *Wayfair, Inc.*, 585 U. S. ___, ___–___ (2018) (slip op., at 17–18); see also *Southern Pacific Co.* v. *Arizona ex rel. Sullivan*, 325 U. S. 761, 769–770 (1945).

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Wardens of Port of Philadelphia ex rel. Soc. for Relief of Distressed Pilots, 12 How. 299, 318–319 (1852); *Willson* v. *Black Bird Creek Marsh Co.*, 2 Pet. 245, 252 (1829).

While the notion that the Commerce Clause restrains States has been the subject of "thoughtful critiques," the concept is "deeply rooted in our case law," *Tennessee Wine*, 588 U. S., at ___ (slip op., at 7), and vindicates a fundamental aim of the Constitution: fostering the creation of a national economy and avoiding the every-State-for-itself practices that had weakened the country under the Articles of Confederation. See *Hughes* v. *Oklahoma*, 441 U. S. 322, 325–326 (1979); *Healy* v. *Beer Institute*, 491 U. S. 324, 335–336 (1989). The Framers "might have thought [that other provisions] would fill that role," but "at this point in the Court's history, no provision other than the Commerce Clause could easily do the job." *Tennessee Wine*, 588 U. S., at ___ (slip op., at 8).[4]

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[4] In the past, the Court recognized that the Import-Export Clause, Art. I, §10, cl. 2, and the Privileges and Immunities Clause, Art. IV, §2, might restrict state regulations that interfere with the national economy. See, *e.g.*, *Brown* v. *Maryland*, 12 Wheat. 419, 445–449 (1827) (reading Import-Export Clause to prohibit state laws imposing duties on "importations from a sister State"); *Almy* v. *California*, 24 How. 169, 175 (1861) (applying Import-Export Clause to invalidate state law taxing gold and silver shipments between States); *Toomer* v. *Witsell*, 334 U. S. 385, 396, and n. 26 (1948) (observing that the Privileges and Immunities Clause guarantees out-of-state citizens the right to do business in a State on equal terms with state citizens (citing *Ward* v. *Maryland*, 12 Wall. 418 (1871))). But the Court has since narrowed the scope of these provisions. See *Woodruff* v. *Parham*, 8 Wall. 123, 136–137 (1869) (holding that the Import-Export Clause applies only to international trade); *Western & Southern Life Ins. Co.* v. *State Bd. of Equalization of Cal.*, 451 U. S. 648, 656 (1981) (observing that "the Privileges and Immunities Clause is inapplicable to corporations" (citing *Hemphill* v. *Orloff*, 277 U. S. 537, 548–550 (1928))). Whether or not these restrictive interpretations are correct as an original matter, they are entrenched. Unless we overrule them, we must look elsewhere if "a national economic union unfettered by state-imposed limitations on commerce" is to be preserved. *Healy*, 491 U. S., at 336.

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In its negative aspects, the Commerce Clause serves to "mediate [the States'] competing claims of sovereign authority" to enact regulations that affect commerce among the States. *National Pork Producers Council* v. *Ross*, 598 U. S. ___, ___ (2023) (slip op., at 14). The doctrine recognizes that "one State's power to impose burdens on . . . interstate market[s] . . . is not only subordinate to the federal power over interstate commerce, but is also constrained by the need to respect the interests of other States." *BMW of North America, Inc.* v. *Gore*, 517 U. S. 559, 571 (1996) (citing *Gibbons* v. *Ogden*, 9 Wheat. 1, 194–196 (1824)). It is especially appropriate to look to the dormant Commerce Clause in considering the constitutionality of the authority asserted by Pennsylvania's registration scheme. Because the right of an out-of-state corporation to do business in another State is based on the dormant Commerce Clause, it stands to reason that this doctrine may also limit a State's authority to condition that right. See *Granholm* v. *Heald*, 544 U. S. 460, 472 (2005); *H. P. Hood & Sons, Inc.* v. *Du Mond*, 336 U. S. 525, 539 (1949).

2

This Court and other courts have long examined assertions of jurisdiction over out-of-state companies in light of interstate commerce concerns.[5] Consider *Davis* v. *Farmers Co-operative Equity Co.*, 262 U. S. 312 (1923), a case very much like the one now before us. In *Davis*, a Kansas company sued a Kansas railroad in Minnesota on a claim that

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[5] See, *e.g.*, *Atchison, T. & S. F. R. Co.* v. *Wells*, 265 U. S. 101, 103 (1924); *Michigan Central R. Co.* v. *Mix*, 278 U. S. 492, 494–495 (1929); *Denver & Rio Grande Western R. Co.* v. *Terte*, 284 U. S. 284, 287 (1932); *Baltimore & Ohio R. Co.* v. *Kepner*, 314 U. S. 44, 50–51 (1941); *Moss* v. *Atlantic Coast Line R. Co.*, 157 F. 2d 1005, 1007 (CA2 1946); *Kern* v. *Cleveland, C., C. & St. L. R. Co.*, 204 Ind. 595, 601–604, 185 N. E. 446, 448–449 (1933); *Hayman* v. *Southern Pacific Co.*, 278 S. W. 2d 749, 753 (Mo. 1955); *White* v. *Southern Pacific Co.*, 386 S. W. 2d 6, 7–9 (Mo. 1965).

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was "in no way connected with Minnesota." *Id.*, at 314. Jurisdiction over the railroad was based on its compliance with a state statute regulating the in-state activities of out-of-state corporations: the railroad maintained a soliciting agent in Minnesota, and the Minnesota Supreme Court had interpreted state law as compelling out-of-state carriers, as a "condition of maintaining a soliciting agent," to "submit to suit" in Minnesota on any "cause of action, wherever it may have arisen." *Id.*, at 315.

The Minnesota Supreme Court upheld jurisdiction against the railroad, but we reversed, holding that Minnesota's condition "impos[ed] upon interstate commerce a serious and unreasonable burden, which renders the statute obnoxious to the [C]ommerce [C]lause." *Ibid.* "By requiring from interstate carriers general submission to suit," Minnesota's statute "unreasonably obstruct[ed], and unduly burden[ed], interstate commerce." *Id.*, at 317.[6]

Although we have since refined our Commerce Clause framework, the structural constitutional principles underlying these decisions are unchanged, and the Clause remains a vital constraint on States' power over out-of-state corporations.

C

In my view, there is a good prospect that Pennsylvania's assertion of jurisdiction here—over an out-of-state company in a suit brought by an out-of-state plaintiff on claims wholly unrelated to Pennsylvania—violates the Commerce Clause.

Under our modern framework, a state law may offend the Commerce Clause's negative restrictions in two circumstances: when the law discriminates against interstate

[6] Because we resolved the case under the Commerce Clause, we declined to consider the railroad's Fourteenth Amendment challenges. *Davis* v. *Farmers Co-operative Equity Co.*, 262 U. S. 312, 318 (1923).

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commerce or when it imposes "undue burdens" on interstate commerce. *South Dakota* v. *Wayfair, Inc.*, 585 U. S. ___, ___ (2018) (slip op., at 7). Discriminatory state laws are subject to "'a virtually *per se* rule of invalidity.'" *Ibid.* (quoting *Granholm*, 544 U. S., at 476). "[O]nce a state law is shown to discriminate against interstate commerce 'either on its face or in practical effect,'" the law's proponent must "demonstrate both that the statute 'serves a legitimate local purpose,' and that this purpose could not be served as well by available nondiscriminatory means." *Maine* v. *Taylor*, 477 U. S. 131, 138 (1986). Justification of a discriminatory law faces a "high" bar to overcome the presumption of invalidity. *New Energy Co. of Ind.* v. *Limbach*, 486 U. S. 269, 278 (1988). Laws that "'even-handedly'" regulate to advance "'a legitimate local public interest'" are subject to a looser standard. *Wayfair*, 585 U. S., at ___ (slip op., at 7). These laws will be upheld "'unless the burden imposed on [interstate] commerce is clearly excessive in relation to the putative local benefits.'" *Ibid.* In these circumstances, "'the question becomes one of degree,'" and "'the extent of the burden that will be tolerated will . . . depend on the nature of the local interest involved.'" *Raymond Motor Transp.*, 434 U. S., at 441. See also *Pike* v. *Bruce Church, Inc.*, 397 U. S. 137, 142 (1970).

There is reason to believe that Pennsylvania's registration-based jurisdiction law discriminates against out-of-state companies.[7] But at the very least, the law imposes a "significant burden" on interstate commerce by

[7] See, *e.g.*, J. Preis, The Dormant Commerce Clause as a Limit on Personal Jurisdiction, 102 Iowa L. Rev. 138–140 (2016). A state law discriminates against interstate commerce if its "'practical effect'" is to disadvantage out-of-state companies to the benefit of in-state competitors. *Maine* v. *Taylor*, 477 U. S. 131, 138 (1986); see *United Haulers Assn., Inc.* v. *Oneida-Herkimer Solid Waste Management Authority*, 550 U. S. 330, 338 (2007). Pennsylvania's law seems to discriminate against out-of-state companies by forcing them to increase their exposure to suits on all claims in order to access Pennsylvania's market while Pennsylvania

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"[r]equiring a foreign corporation . . . to defend itself with reference to all transactions," including those with no forum connection. *Bendix Autolite Corp.* v. *Midwesco Enterprises, Inc.*, 486 U. S. 888, 893 (1988); see, *e.g.*, *Davis*, 262 U. S., at 315–317 (burden in these circumstances is "serious and unreasonable," "heavy," and "undu[e]"); *Michigan Central R. Co.* v. *Mix*, 278 U. S. 492, 495 (1929) (burden is "heavy"); *Denver & Rio Grande Western R. Co.* v. *Terte*, 284 U. S. 284, 287 (1932) (burden is "serious"); *Atchison, T. & S. F. R. Co.* v. *Wells*, 265 U. S. 101, 103 (1924) (jurisdiction "interfered unreasonably with interstate commerce").

The foreseeable consequences of the law make clear why this is so. Aside from the operational burdens it places on out-of-state companies, Pennsylvania's scheme injects intolerable unpredictability into doing business across state borders. Large companies may be able to manage the patchwork of liability regimes, damages caps, and local rules in each State, but the impact on small companies, which constitute the majority of all U. S. corporations, could be devastating.[8] Large companies may resort to creative corporate structuring to limit their amenability to suit. Small companies may prudently choose not to enter an out-of-state market due to the increased risk of remote litigation. Some companies may forgo registration altogether, preferring to risk the consequences rather than expand their exposure to general jurisdiction. "No one benefits from this 'efficient breach' of corporate-registration laws": corporations must manage their added risk, and plaintiffs face challenges in serving unregistered corporations. Brief

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companies generally face no reciprocal burden for expanding operations into another State.

[8] Congressional Research Service, M. Keightley & J. Hughes, Pass-Throughs, Corporations, and Small Businesses: A Look at Firm Size 4–5 (2018) (in 2015, 62% of S corporations and 55% of C corporations had fewer than five employees).

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for Tanya Monestier as *Amicus Curiae* 16. States, meanwhile, "would externalize the costs of [their] plaintiff-friendly regimes." Brief for Stephen E. Sachs as *Amicus Curiae* 26.

Given these serious burdens, to survive Commerce Clause scrutiny under this Court's framework, the law must advance a "'legitimate local public interest'" and the burdens must not be "'clearly excessive in relation to the putative local benefits.'" *Wayfair*, 585 U. S., at ___ (slip op., at 7). But I am hard-pressed to identify any *legitimate local* interest that is advanced by requiring an out-of-state company to defend a suit brought by an out-of-state plaintiff on claims wholly unconnected to the forum State. A State certainly has a legitimate interest in regulating activities conducted within its borders, which may include providing a forum to redress harms that occurred within the State. *State Farm Mut. Automobile Ins. Co.* v. *Campbell*, 538 U. S. 408, 422 (2003); *BMW of North America*, 517 U. S., at 568–569; *Hess* v. *Pawloski*, 274 U. S. 352, 356 (1927). A State also may have an interest "in providing its residents with a convenient forum for redressing injuries inflicted by out-of-state actors." *Burger King*, 471 U. S., at 473. But a State generally does *not* have a legitimate local interest in vindicating the rights of non-residents harmed by out-of-state actors through conduct outside the State. See, *e.g.*, *Edgar* v. *MITE Corp.*, 457 U. S. 624, 644 (1982). With no legitimate local interest served, "there is nothing to be weighed . . . to sustain the law." *Ibid.* And even if some legitimate local interest could be identified, I am skeptical that any local benefits of the State's assertion of jurisdiction in these circumstances could overcome the serious burdens on interstate commerce that it imposes. See, *e.g.*, *id.*, at 643–646; *Raymond Motor Transp.*, 434 U. S., at 444–446.

* * *

Because *Pennsylvania Fire* resolves this case in favor of

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petitioner Mallory and no Commerce Clause challenge is before us, I join the Court's opinion as stated in Parts I and III–B, and agree that the Pennsylvania Supreme Court's judgment should be vacated and the case remanded for further proceedings.

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EXHIBIT B

Case ID: 220500559

IN THE FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
PHILADELPHIA COURT OF COMMON PLEAS
TRIAL DIVISION – CIVIL

IN RE: PARAQUAT PRODUCTS LIABILITY LITIGATION	**May Term 2022**
This Documents Relates to All Actions	**No. 220500559**

AFFIDAVIT OF COUNSEL IN RESPONSE TO DEFENDANTS SYNGENTA AG AND SYNGENTA CROP PROTECTION, LLC'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION TO PLAINTIFFS RELATED TO PERSONAL JURISDICTION

On April 6, 2023, Defendants Syngenta AG and Syngenta Crop Protection, LLC ("Syngenta") served interrogatories and document requests to one-hundred individual Plaintiffs in this action ("PJ Discovery Plaintiffs").[1] In response to Syngenta's discovery requests, PJ Discovery Plaintiffs, by Plaintiff Leadership and pursuant to the Pennsylvania Rules of Civil Procedure, hereby affirm the following facts upon information and belief:

[1] The Personal Jurisdiction Discovery Plaintiffs are Aaron Bradshaw Rice, Alan Todnem, Arthur Douglas Smith, Betty Paisley, Bob Allison, Bob Ankenbauer, Boyd Doyle, Brenda Gail Burns, Brian Rank, Carol Morris, Charles Nyreen, Charmain Elrod, Christopher Borges, Clint Grant, Cynthia Foster, Dan Felton, Daniel MacKintosh, Daniel Schmidt, David Certain, David DeWayne West, David Petzold, David Steele, Davita Watts, Debra Robinson, Dennis Hill, Dennis Oxmann, Don Bordelon, Eddie Provost, Edward Stoll, Elaine Ptacek, Elizabeth Franklin, Ernest Reed, Eugene Black, Eugene Patton, Evan Maxfield, Evelyn Shoup, Gary Dickman, Gary Smither, George Thrash, Gregory Whitacre, Herbert Goldschmidt, Jack Danielson, Jack Webster, James Roach, James Weston, Jason Davis, Jean Mason, Jeff King, Jerry Miller, Jim Anderson, John Clark, John Mehaffey, John Pierce, John Stinson, Joseph Wochner, Joyce Damerau, Kathrine Dolman, Kenneth Posey, Kevin Petzoldt, Kim Agee, Lauriano Barajas, Linda Herndon, Lloyd Gilbert, Lois Hinton, Louise Calcote, Lucille Hamilton, Margaret Wogahn, Marla Jody Didlot, Martha Howlett, Michael Huff, Michele Myers, Michelle Erickson, Modesto Rabina, Jr., Monica Lewis, Nicole Williams, Paul Herrick, Paula Bittle, Richard Abbott, Richard Beattie, Richard Combs, Richard Follmann, Robert Regester,Roger Porter, Ronald Estes, Ruben Moreno, Scott Fulcher, Sean Trosclair, Shawn Rock, Stacey Todd Cruthird, Stephen Skelton, Sterling Edwards, Thomas Conerly, Todd Sherman, Tom Duran, Vicki Eaton, Wesley Lewis, Wesley Rice, William Cox, William Parkhurst, and William Sommers. On December 28, 2022, Dennis Rey's case was voluntarily dismissed from the Philadelphia Court of Common Pleas. On April 28, 2023, Chad Trendle's case was voluntarily dismissed from the Philadelphia Court of Common Pleas. As such, Dennis Rey and Chad Trendle are not included in the definition of "PJ Discovery Plaintiffs" and this Affidavit of Counsel is not served on their behalf.

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1. PJ Discovery Plaintiffs' claims arise out of or relate to Syngenta's contacts with the Commonwealth of Pennsylvania.

2. None of the PJ Discovery Plaintiffs used Paraquat in the Commonwealth of Pennsylvania.

3. None of the PJ Discovery Plaintiffs purchased Paraquat in the Commonwealth of Pennsylvania.

4. None of the PJ Discovery Plaintiffs were exposed to Paraquat in the Commonwealth of Pennsylvania.

5. None of the PJ Discovery Plaintiffs have been treated in the Commonwealth of Pennsylvania for an illness or condition related to their exposure to Paraquat.

6. Some of the PJ Discovery Plaintiffs may have resided and/or worked in the Commonwealth of Pennsylvania at one point in their lives, but their presence in Pennsylvania is unrelated to the claims at issue in this action.

Dated: May 8, 2023

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been served by means of electronic mail to all counsel in this action on May 8, 2023.

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EXHIBIT C

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IN THE FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
PHILADELPHIA COURT OF COMMON PLEAS
TRIAL DIVISION - CIVIL

IN RE: PARAQUAT PRODUCTS LIABILITY LITIGATION	MAY TERM, 2022 No. 559

MEMORANDUM OF LAW IN SUPPORT OF SYNGENTA AG AND SYNGENTA CROP PROTECTION, LLC'S PRELIMINARY OBJECTIONS TO THE LONG-FORM COMPLAINT

Defendants Syngenta AG and Syngenta Crop Protection, LLC (the "Syngenta Defendants") submit this Memorandum of Law in Support of their Preliminary Objections filed in response to the Long-Form Complaint (the "Complaint") pursuant to Pennsylvania Rule of Civil Procedure 1028.

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MATTER BEFORE THE COURT

The Complaint seeks to hold the Syngenta Defendants, Chevron U.S.A. Inc. ("Chevron") and FMC Corporation ("FMC") (collectively "Defendants") liable for damages related to alleged neurological injuries that include but are purportedly not limited to Parkinson's disease. Those allegations are made on behalf of an unnamed group of plaintiffs, who were allegedly exposed to the herbicide Paraquat Dichloride ("Paraquat"), manufactured, distributed, marketed, and sold by Defendants. The Syngenta Defendants dispute the Complaint's hypothesis that there is any link between Paraquat and certain neurological injuries, like Parkinson's disease, but, at this stage, preliminarily object to the Complaint based on the pleadings alone for other threshold reasons.

First and foremost, the Court lacks both specific and general personal jurisdiction over the Syngenta Defendants. *See* Pa. R. Civ. P. 1028(a)(1). Specific jurisdiction is lacking because the allegations in the Complaint fail to establish that the claims arise out of or relate to the Syngenta Defendants' purported contacts in Pennsylvania. General jurisdiction is also lacking because the Syngenta Defendants are not residents of the Commonwealth, have not consented to suit in the Commonwealth, and are not at home here.

Second, Philadelphia County is an improper venue. *See* Pa. R. Civ. P. 1028(a)(1), (2). Simply put, none of the material facts bear any relation to Philadelphia County. The Complaint alleges no connection to Philadelphia County, and neither the Syngenta Defendants nor Chevron regularly conduct business in Philadelphia County. Additionally, the claims against FMC suffer from factual and legal deficiencies, such that its Philadelphia headquarters cannot provide a basis for venue.

Third, a number of the claims fail as a matter of Pennsylvania rules and law, and thus require dismissal or repleading. *See* Pa. R. Civ. P. 1028(a)(2), (4), (5). In particular, the claims for breach of implied warranty fail for lack of pre-suit notice. Additionally, the claims for loss of

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consortium fail because the group of unnamed plaintiffs mentioned in the Complaint lack the capacity to sue and have not joined, under Rule 2228, the only parties who do (namely, their spouses). Finally, the claims for wrongful death fail because that group also lacks the capacity to sue for wrongful death under Rule 2202, and the Complaint's allegations regarding wrongful death do not conform to the requirements of Rule 2204 and 2205.

Fourth, the Complaint should be dismissed in its entirety because it lacks sufficient specificity, again, in violation of both Pennsylvania rules and law. *See* Pa. R. Civ. P. 1028(a)(2), (3), (4). The Complaint includes various open-ended allegations that fail to put Defendants on the requisite notice; it fails to identify the particular products that have allegedly caused harm; it omits specific allegations of time, place, and special damages; and it fails to both differentiate between Defendants and plead fraud with the particularity demanded by Pennsylvania Rule 1019(b).

Fifth and finally, the Complaint does not conform to the basic writings, paragraphing, verification, and naming requirements of Pennsylvania Rules 1018, 1019, 1022, and 1024. Because those failures serve only to prejudice Defendants, the Complaint must be dismissed for those additional reasons. *See* Pa. R. Civ. P. 1028(a)(2), (4).

In sum, the Complaint cannot stand as pleaded.

STATEMENT OF THE QUESTIONS INVOLVED

1. Should this Court sustain the Syngenta Defendants' first preliminary objection and determine that it does not have either specific or general personal jurisdiction over the Syngenta Defendants where the Complaint fails to adequately allege that the claims arise out of or relate to the Syngenta Defendants' contacts in Pennsylvania, that they are incorporated in Pennsylvania, that they have consented to jurisdiction in Pennsylvania, or that they have made their home in Pennsylvania?

   Suggested Answer: Yes.

2. Should this Court sustain the Syngenta Defendants' second preliminary objection and dismiss the Complaint for improper venue where the Complaint fails to allege a factually and legally adequate basis for venue in Philadelphia County?

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Suggested Answer: Yes.

3. Should this Court sustain the Syngenta Defendants' third preliminary objection and dismiss the breach of implied warranty, loss of consortium, and wrongful death claims where the Complaint fails to satisfy key procedural requirements and fails to allege fundamental substantive elements needed to proceed with those claims?

Suggested Answer: Yes.

4. Should this Court sustain the Syngenta Defendants' fourth preliminary objection and dismiss the Complaint for insufficient specificity under Pennsylvania rules and law where it includes open-ended allegations, fails to identify the allegedly harmful products, lacks specific allegations of time, place, and special damages, and fails to both differentiate between Defendants and plead fraud with particularity?

Suggested Answer: Yes.

5. Should this Court sustain the Syngenta Defendants' fifth preliminary objection and dismiss the Complaint, or at minimum require repleading for certain offenses, where it fails to comply with basic writings, paragraphing, verification, and naming requirements under the Pennsylvania rules?

Suggested Answer: Yes.

STATEMENT OF FACTS

A. Background.[1]

Paraquat is a chemical compound used in agricultural products that has been registered and sold in the United States since the mid-1960s and is "one of the most widely used herbicides in the U.S."[2] Like all pesticides in the United States, the sale, purchase, and use of Paraquat products are subject to U.S. Environmental Protection Agency ("EPA") regulation under the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 *et seq.* Since the late 1970s, Paraquat has been one of many pesticides classified as "restricted use," meaning it is "not

[1] This short background is intended to provide context about this case's technical and historical subject matter. To the extent there is any disagreement with the particulars of the statements in this section, none are necessary to the arguments for dismissal.

[2] EPA, *Paraquat Interim Registration Review Decision* 10 (Jul. 2021) (*EPA Paraquat ID*), https://www.regulations.gov/document/EPA-HQ-OPP-2011-0855-0307.

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available for purchase or use by the general public."[3] Instead, certified applicators are the only persons who may legally purchase Paraquat products. *See* 40 C.F.R. § 152.160(b).

Federal regulations require employers to implement certain training and safety measures for any employees that work with restricted-use pesticides. *See* 40 C.F.R. § 170.1 *et seq.* And using a Paraquat product without appropriate training and licensing or in a manner inconsistent with its labeling subjects users to civil and criminal penalties. 7 U.S.C. § 136*l*. As the EPA has emphasized: once approved, "***the label is the law***."[4]

B. Procedural History.

On August 6, 2021, the first individual plaintiffs filed suit against the Syngenta Defendants, Chevron, and FMC in the Philadelphia Court of Common Pleas for their manufacturing, marketing, distribution, and sale of Paraquat. They alleged that unspecified Paraquat products caused their Parkinson's disease, or related symptoms. *See* Complaint, *Nemeth, et al. v. Syngenta Crop Protection, LLC, et al.*, Case No. 210800644, Control No. 2108013341 (Pa. Ct. Com. Pl. Phila. Cty. Aug. 6, 2021). Over the next six months, approximately 50 additional plaintiffs, in 13 cases, filed suit against Defendants in the Philadelphia Court of Common Pleas based on similar allegations.

On March 8, 2022, certain of those individual plaintiffs petitioned the Court to consolidate the 14 actions and create a Mass Tort Program for all pending and subsequently filed Paraquat cases. *See* Petition to Consolidate, *Lutz v. Syngenta Crop Protection, LLC, et al.*, Case No. 210801388, Control No. 22031747 (Pa. Ct. Com. Pl. Phila. Cty. March 8, 2022). Two months

[3] EPA, *Restricted Use Products (RUP) Report* (updated Oct. 14, 2021), https://www.epa.gov/pesticide-worker-safety/restricted-use-products-rup-report.

[4] EPA, *Pesticide Registration Manual* at 1–2 (rev. Dec. 2016), https://www.epa.gov/sites/default/files/2021-02/documents/full-lrm_2-22-21.pdf (emphasis in original).

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later, on May 12, 2022, the Court severed and dismissed the claims of approximately 45 plaintiffs in pending actions and transferred the remaining cases into a newly created Paraquat Mass Tort Program run by the Court's Complex Litigation Center. *See, e.g.*, Order, *Atkins v. Syngenta, et al.*, Case No. 220301614, Order No. 22030161400016 (Pa. Ct. Com. Pl. Phila. Cty. May 12, 2022); *see also* Order, *In re: Paraquat Products Liability Litigation*, Case No. 220500559, Control No. 22031747 (Pa. Ct. Com. Pl. Phila. Cty. May 11, 2022).

This Court subsequently adopted procedures to guide the program and ordered Plaintiffs' counsel to file a Long-Form Complaint to start the proceedings. *See* Case Management Order No. 2, *In re: Paraquat Prod. Liab. Litig.*, No. 559, Control No. 22103584, ¶ 1 (Pa. Ct. Com. Pl. Phila. Cty. Nov. 9, 2022). Plaintiffs' counsel filed the Long-Form Complaint on November 16, 2022. *See* Exhibit A, Long-Form Complaint ("Compl.").

C. The Complaint.

As defined in the Complaint, "Plaintiffs are the intended end-users of Paraquat: farmers, agricultural workers, and others who came into contact with small amounts of Paraquat while it was being used for its intended purpose." Compl. ¶ 8. The Complaint seeks damages related to "neurological injuries" that purportedly include but are not limited to "Parkinson's disease," and certain unidentified "precursor ailments." *Id.* ¶¶ 18(g), 21, 136, 140. It alleges that those injuries were caused by unnamed "Plaintiffs'" various exposures at unidentified times in unidentified places to unidentified products "containing the active ingredient Paraquat, including, but not limited to, Gramoxone, or any other formulation containing Paraquat." *Id.* ¶¶ 29, 133. It also avers that a number of foreign corporations (the Syngenta Defendants, their "predecessors-in-interest," certain "other companies," plus Chevron) and one Pennsylvania-based company (FMC) are to blame because they designed, manufactured, registered, formulated, packaged, labeled,

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promoted, marketed, distributed, and sold "Paraquat" despite its purported toxicity. *E.g.*, *id.* ¶¶ 5–6, 16–17.

The Complaint seeks to levy eight causes of action against the Defendants across twenty-three counts: strict products liability design defect (Counts I–III, against each Defendant), strict products liability failure to warn (Counts IV–VI, against each Defendant), negligence (Counts VII–IX, against each Defendant), breach of implied warranty of merchantability (Counts X–XII, against each Defendant), fraud (Counts XIII–XV, against each Defendant), concerted action, aiding-and-abetting fraud (Counts XVI and XVII, against Chevron and FMC), loss of consortium (Counts XVIII–XX, against each Defendant), and wrongful death (Counts XXI–XXIII, against each Defendant). The Syngenta Defendants preliminary object to those claims and ask this Court to dismiss the Complaint.

ARGUMENT

The Complaint should be dismissed for several reasons. First, the Court has neither specific nor general personal jurisdiction over the Syngenta Defendants because the Complaint fails to allege that the claims arise out of or relate to the Syngenta Defendants' contacts in Pennsylvania; that the Syngenta Defendants are incorporated in Pennsylvania; that they have consented to the Commonwealth's jurisdiction; or that they have made a home in the Commonwealth. *See* Pa. R. Civ. P. 1028(a)(1). Second, the Court should dismiss the Complaint because, as pleaded, the case has no connection to Philadelphia County. *See id.* at 1028(a)(1)–(2). Third, the claims for breach of implied warranty, loss of consortium, and wrongful death also require dismissal for the independent reason that they suffer from other legal and procedural deficiencies. *See id.* at 1028(a)(2), (4)–(5). Fourth, the Complaint lacks the specificity required by Pennsylvania rules and law. *See id.* at 1028(a)(2)–(4). Finally, the Complaint flouts

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Pennsylvania's most basic pleading requirements and, at minimum, requires amendment. *See id.* at 1028 (a)(2), (4).

I. The Court Lacks Personal Jurisdiction Over Syngenta.

The Court should sustain the Syngenta Defendants' first preliminary objection because the Complaint fails to allege that this Court has personal jurisdiction over them. *See* Pa. R. Civ. P. 1028(a)(1). Pennsylvania courts are limited in their authority to exercise jurisdiction over non-resident defendants. *See Mendel v. Williams*, 53 A.3d 810, 817 (Pa. Super. Ct. 2012). To adjudicate the alleged causes of action against the Syngenta Defendants, this Court must confirm that the "activities" of the Syngenta Defendants in Pennsylvania "give rise to either specific jurisdiction or general jurisdiction." *Id.* Based on the allegations in the Complaint, this Court possesses neither specific nor general jurisdiction over the Syngenta Defendants.

A. The Court Lacks Specific Jurisdiction.

The Court lacks specific jurisdiction over the Syngenta Defendants because, as pleaded, the various claims do not arise out of or relate to the Syngenta Defendants' contacts in Pennsylvania. "In order for a Pennsylvania court to exercise personal (specific) jurisdiction over a non-resident defendant, the following two requirements must be met: (1) jurisdiction must be authorized by the Pennsylvania Long-Arm Statute; and (2) the exercise of jurisdiction must comport with constitutional principles of due process." *Seeley v. Caesars Ent. Corp.*, 206 A.3d 1129, 1133 (Pa. Super. Ct. 2019).

In turn, both the Pennsylvania Long-Arm Statute and the Fourteenth Amendment's Due Process Clause require that a plaintiff's cause of action "arise out of or relate to the out-of-state defendant's forum-related contacts[.]" *See, e.g.*, *Bean Sprouts LLC v. LifeCycle Constr. Servs. LLC*, 270 A.3d 1237, at *1241 (Pa. Super. Ct. 2022); *see also* 42 Pa. C.S. § 5322(a) (Pennsylvania Long-Arm Statute listing several bases for specific jurisdiction regarding a plaintiff's "cause of

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action . . . arising from" a defendant's activity "in this Commonwealth" or from harm caused "in this Commonwealth"). Put differently, "[i]n order for a state court to exercise specific jurisdiction," there must exist "an affiliation between the forum and the underlying controversy, principally, an activity or an occurrence that takes place in the forum State and is therefore subject to the State's regulation." *Bristol-Myers Squibb Co. v. Super. Ct. of Cal., S.F. Cty.*, 137 S. Ct. 1773, 1780 (2017) (quotation marks and citation omitted). For example, in *Bristol-Myers Squibb*, the U.S. Supreme Court held that a California state court lacked jurisdiction where the plaintiffs — who claimed that a prescription drug, Plavix, caused them injury — "were not prescribed Plavix in California, did not purchase Plavix in California, did not ingest Plavix in California, and were not injured by Plavix in California." *Id.* at 1781.

The Complaint here suffers from the same deficiencies identified in *Bristol-Myers Squibb*: "what is missing . . . is a connection between the forum and the specific claims at issue." *Id.* Simply put, the Complaint provides no allegations relating to whether all the unnamed "Plaintiffs'" were specifically given or purchased Paraquat in Pennsylvania, whether they were generally exposed to Paraquat in Pennsylvania, or even whether they were injured by Paraquat in Pennsylvania. Because the claims alleged do not, as pleaded, "aris[e] out of or relat[e] to" the Syngenta Defendants' purported contacts in Pennsylvania, this Court lacks specific jurisdiction over the Syngenta Defendants as to all claims. *Bristol-Myers Squibb Co.*, 137 S. Ct. at 1780–81 (alterations in original).

The Syngenta Defendants' relationship to Chevron, FMC, or any other entity that might be at home in Pennsylvania does not alter that conclusion. The U.S. Supreme Court has made it abundantly clear that "a defendant's relationship with a . . . third party, standing alone, is an

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insufficient basis for jurisdiction." *See, e.g.*, *id.* at 1781 (quoting *Walden v. Fiore*, 571 U.S. 277, 286 (2014)).

The ambiguous allegation that "[s]everal" but not all "Plaintiffs' exposures to Paraquat designed and manufactured by Syngenta occurred wholly or partly in Pennsylvania," Compl. ¶ 18(g), also fails to move the jurisdictional needle. At best that allegation demonstrates that some of the unnamed "Plaintiffs" ***might*** be able to allege the necessary facts for this Court's exercise of specific jurisdiction over the Syngenta Defendants in a short-form complaint. It does not, however, satisfy the requirement for the exercise of specific jurisdiction at this stage as to all unnamed "Plaintiffs." *See Bristol-Myers Squibb Co.*, 137 S. Ct. at 1781 (noting that specific jurisdiction is not proper over all plaintiffs' claims where it might be proper over some).

B. The Court Lacks General Jurisdiction.

The Court also lacks general jurisdiction over the Syngenta Defendants because neither company has sufficient contacts with the Commonwealth. In Pennsylvania, courts maintain general jurisdiction over non-resident defendant corporations only where the company: (1) "is incorporated under . . . the laws of th[e] Commonwealth;" (2) "consents" to jurisdiction; or (3) "carries on a continuous and systematic part of its general business within th[e] Commonwealth." *Seeley*, 206 A.3d at 1133 (citing 42 Pa. C.S. § 5301(a)(2)(i-iii)). The Complaint fails to establish that the Syngenta Defendants meet any of the foregoing requirements.

First, as the Complaint alleges, neither Syngenta AG nor Syngenta Crop Protection, LLC is incorporated under the laws of Pennsylvania. Syngenta AG is incorporated and headquartered in Basel, Switzerland. *See* Exhibit B, Verification of S. Landsman; *see also* Compl. ¶ 17. And

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Syngenta Crop Protection, LLC is incorporated in Delaware and headquartered in North Carolina. *See* Exhibit C, Verification of M. Smith; *see also* Compl. ¶ 17.[5]

Second, the Complaint's assertion that the Syngenta Defendants have consented to general jurisdiction because they are "registered to do business in Pennsylvania" is false and inconsistent with Pennsylvania law. *See* Compl. ¶¶ 19–20. To begin, at least one of the Syngenta Defendants (Syngenta AG) is not even registered to do business in Pennsylvania. *See* Exhibit B. Moreover, the Pennsylvania Supreme Court held just last year that a corporation's registration to do business in the Commonwealth "does ***not*** constitute voluntary consent to general personal jurisdiction." *See Mallory v. Norfolk S. Ry. Co.*, 266 A.3d 542, 547 (Pa. 2021), *cert. granted*, 142 S.Ct. 2646 (Apr. 25, 2022) (emphasis added).

In *Mallory*, the plaintiff filed suit against a Virginia Corporation, alleging — just as Plaintiffs do here — that "a foreign corporation's registration to do business in the Commonwealth" provided the Pennsylvania courts with "general personal jurisdiction" over the corporation. *Id.* at 546–47. The plaintiff sought refuge for that position under 42 Pa. C.S. § 5301, which then permitted "tribunals" of the Commonwealth to "exercise general personal jurisdiction" over "foreign corporations" registered to do business in Pennsylvania. *Id.* § 5301(a)(2). But the *Mallory* Court found that the statutory scheme violated the U.S. Constitution. The scheme "violate[d] due process to the extent it allow[ed] for general jurisdiction over foreign corporations, absent affiliations within the state that are so continuous and systematic as to render the foreign

[5] The Complaint avers that Syngenta AG accepts service of process via email and cites an order from the MDL court finding email service appropriate there. *See* Compl. ¶ 17. Allegations like this are not relevant to any claim and thus should be stricken as impertinent. *See* Pa. R. Civ. P. 1028(a)(2). Additionally, the allegation is not accurate or complete as written. Syngenta AG accepts service of process via email only where Syngenta Crop Protection, LLC has been properly served. *See* Exhibit B.

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corporation essentially at home in Pennsylvania." *Mallory*, 266 A.3d at 547. The Court stated in the clearest terms that the Commonwealth's "registration requirement ***does not*** constitute . . . consent to general personal jurisdiction." *Id.* at 547–556, 564–571 (citing, *inter alia*, *Daimler AG v. Bauman*, 571 U.S. 117 (2014) and *Goodyear Dunlop Tires Operations, S.A. v. Brown,* 564 U.S. 915 (2011)) (emphasis added). This Court is bound by that determination.[6]

Third and finally, the Syngenta Defendants' affiliation with Pennsylvania is not sufficiently "continuous and systematic" to support this Court's exercise of general jurisdiction. *See Seeley*, 206 A.3d at 1133. To meet that standard of jurisdictional conduct, a foreign corporation's in-state operations must be so "constant and pervasive 'as to render [it] essentially at home'" in the Commonwealth. *Daimler AG v. Bauman*, 571 U.S. 117, 122 (2014) (quoting *Goodyear*, 564 U.S. at 919). This jurisdictional hook is difficult to satisfy and is reserved for only "exceptional" cases. *Id.* at 139 n.19; *see also Mendel*, 53 A.3d at 817 (noting how few cases satisfy the "continuous and systemic" criteria for general jurisdiction).

[6] The Complaint's further allegation that "Syngenta consented to this Court's personal jurisdiction in cases consolidated into the Mass Tort Program," Compl. ¶ 22, is plain wrong. The two cases cited — *Lutz*, Civil Action No. 2108-01388, Control No. 21103272 and *Strawser*, Civil Action No. 2108-02512, Control No. 21103256 — involved individual plaintiffs whose causes of action arose in Pennsylvania, and so the Court appeared to have specific personal jurisdiction over their claims. The Court's general jurisdiction was not at issue, nor was Syngenta AG a defendant in those cases. The Syngenta Defendants have not consented to this Court's exercise of general jurisdiction in all cases — particularly those brought by out-of-state plaintiffs — by virtue of Syngenta Crop Protection, LLC's decisions to not object to the Court's exercise of general jurisdiction in two cases (where it appeared to have specific jurisdiction) filed before the Mass Tort Program was created.

Moreover, this Court recently dismissed all of Syngenta's previously filed preliminary objections without prejudice. *See* Case Management Order No. 3, Ex. A, *In re: Paraquat Prod. Liab. Litig.*, No. 559 (Pa. Ct. Com. Pl. Phila. Cty. Nov. 30, 2022). The Syngenta Defendants' current set of preliminary objections is controlling over all cases in the Mass Tort Program. *Id.*

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This case is not exceptional. The "textbook case of general jurisdiction appropriately exercised over a foreign corporation" and one against which all other "exceptional" cases should be measured is *Perkins v. Benguet Consolidated Mining Company*, 342 U.S. 437 (1952). *See Daimler*, 571 U.S. at 129 & n.19; *Mendel*, 53 A.3d at 818. There, a non-resident corporation was considered "at home" in Ohio only because the company's activities were "directed by the company's president from within Ohio." *Daimler*, 571 U.S. at 130 n.8 (recollecting *Perkins*). From his primary office in the state, the president held corporate meetings, kept important company files, paid employee salaries, and supervised all company operations. *Perkins*, 342 U.S. at 447–48; *Mendel*, 53 A.3d at 818–19 (noting the same).

What was true in *Perkins* is not true here. To be sure, the Complaint alleges that the Syngenta Defendants have conducted "activities in Pennsylvania . . . entered into contracts with Pennsylvania-domiciled corporations" and marketed and sold "Paraquat to Pennsylvania distributors and end-users[.]" Compl. ¶¶ 18, 59, 67, 70, 76–77. But those allegations, even if true, are insufficient to demonstrate that the Syngenta Defendants are currently "at home" in Pennsylvania. In contrast to *Perkins*, the Complaint here does not allege that either Syngenta AG or Syngenta Crop Protection, LLC's operations are directed from within the Commonwealth. *See Daimler*, 571 U.S. at 130 n.8. Nor does it allege that either company holds important meetings in the Commonwealth, or that any one of their executives have offices here. *See Perkins*, 342 U.S. at 447–48. Without those kinds of specific allegations regarding the extent of the Syngenta Defendants' alleged business in Pennsylvania, the Complaint fails to plead that either Syngenta AG or Syngenta Corp Protection, LLC's operations in Pennsylvania are sufficiently exceptional. Accordingly, unlike the defendant in *Perkins*, the alleged contacts of the Syngenta Defendants (as

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pleaded) are ***not*** "so substantial and of such a nature as to render the corporation at home in that State." *Daimler*, 571 U.S. at 139 n.19.

At most, the general allegations in the Complaint suggest that the Syngenta Defendants might have ***some*** regular contact with the Commonwealth. But a corporation's regular business in a state does not establish general jurisdiction — "[a] corporation that operates in many places can scarcely be deemed at home in all of them." *Id*. at 139 n.20. To hold otherwise would be to flout binding precedent from the Commonwealth's highest judicial authority. In *Mallory*, the Pennsylvania Supreme Court confirmed that "a state cannot claim, consistent with due process, general jurisdiction over every corporation doing business within its borders." 266 A.3d at 570. Numerous decisions from the U.S. Supreme Court confirm that understanding of the law. *See, e.g.*, *Goodyear*, 564 U.S. at 926–29 (explaining that a non-resident corporation was not at home in North Carolina simply because its products were distributed to the state); *BNSF Ry. Co. v. Tyrrell*, 137 S. Ct. 1549, 1554, 1559 (2017) (holding that defendant's 24 facilities, 2,100 workers, and earnings, amounting to 10% of total revenue, in Montana, was not enough for general jurisdiction).

To the extent the Complaint states that either Syngenta Defendant is "at home" in Pennsylvania because of its connection to a third party who might be at home in the Commonwealth — like Chevron, FMC, or some other corporation, *see* Compl. ¶ 18 — that is incorrect. "[A] defendant's relationship with a . . . third party, standing alone, is an insufficient basis for jurisdiction." *See Bristol-Myers Squibb Co.*, 137 S. Ct. at 1781 (quoting *Walden*, 571 U.S. at 286); *see also Mendel*, 53 A.3d at 820 (mentioning that business agreements with third parties do not establish general jurisdiction).

The final allegation in the Complaint on this front — simply that "Syngenta was essentially at home in Pennsylvania," Compl. ¶ 20 — is conclusory, and otherwise framed in the past tense,

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so it too cannot serve as a basis for general jurisdiction. *See, e.g.*, *Falsetti v. Loc. Union No. 2026, United Mine Workers of Am.*, 161 A.2d 882, 892 (1960) (noting that conclusory allegations from "the pleader" are "insufficient to support jurisdiction"); *see also, e.g.*, *Navarro Sav. Ass'n v. Lee*, 446 U.S. 458, 459 n.1 (1980) ("Jurisdiction turns on the facts existing ***at the time the suit commenced***") (emphases added).

* * *

Based on the foregoing, the Court should sustain the Syngenta Defendants' preliminary objection for lack of specific and general personal jurisdiction under Rule 1028(a)(1), or, at a minimum, order limited discovery on any disputed issues of fact arising from the pleadings and place the burden on the Plaintiffs to establish jurisdiction.[7]

II. Venue is Improper.

Dismissal is also warranted because venue is improper in Philadelphia County. The facts alleged in the Complaint lack the requisite Philadelphia County connections to satisfy statutory venue requirements and otherwise comply with court rules. *See* Pa. R. Civ. P. 1028(a)(1)–(2). According to Pennsylvania Rule 1006, actions against corporate defendants "may be brought in and only in the counties designated by . . . Rule 2179." Pa. R. Civ. P. 1006(b). Rule 2179 provides:

> [A] personal action against a corporation . . . may be brought in and only in (1) the county where its registered office or principal place of business is located; (2) a county where it regularly conducts business; (3) the county where the cause of action arose; (4) a county where a transaction or occurrence took place out of which the cause of action arose, or (5) a county where the property or a part of the property which is the subject matter of the action is located provided that equitable relief is sought with respect to the property.

[7] In the alternative, the Court should state in its order that a "substantial issue" of personal jurisdiction has been presented, so as to allow for an immediate appeal as of right. *See* Pa. R. App. P. 311(b)(2); *see also J.S. v. R.S.S.*, 231 A.3d 942, 945 n.1 (Pa. Super. Ct. 2020) (detailing similar request).

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Pa. R. Civ. P. 2179(a). Venue is assessed "at the time the suit is initiated." *Zappala v. Brandolini Prop. Mgt., Inc.*, 909 A.2d 1272, 1281 (Pa. 2006).

Philadelphia County does not meet any of those criteria. As discussed, — and confirmed in the Complaint, *see* Compl, ¶ 17 — neither Syngenta Defendants have their principal place of business in Philadelphia County, or any other county in Pennsylvania for that matter. *See* Exhibit B, C; Pa. R. Civ. P. 2179(a)(1). They also have no registered offices or employees in Philadelphia County. *See* Exhibits B, C; *see also, e.g.*, *Abdelaziz v. B. Braun Med. Inc.*, 262 A.3d 460, 2021 WL 3358760, at *5 (Pa. Super. Ct. Aug. 3, 2021) (unpublished memorandum opinion) (venue improper where corporation "ha[d] no office or other facility in Philadelphia"); *Goodman v. Fonslick*, 844 A.2d 1252, 1253 (Pa. Super. Ct. 2004) (venue improper in case against out-of-county hospital with no offices in Philadelphia); *Battuello v. Camelback Ski Corp.*, 598 A.2d 1027, 1028 (Pa. Super. Ct. 1991) (affirming order sustaining venue objections by defendant that does "not have an office or any employees in Philadelphia").

Additionally, the Complaint lacks ***any*** allegation that the Syngenta Defendants regularly conduct business in Philadelphia County. *See* Pa. Civ. P. 2179(a)(2); *see also* Compl. ¶¶ 11–22 (alleging only that at some unidentified time, the Syngenta Defendants produced, sold, marketed, and promoted unnamed Paraquat products in "Pennsylvania" not in Philadelphia County). There is also no specific allegation in the Complaint that any of the causes of action arose out of Philadelphia County, or that even a single transaction or occurrence took place in Philadelphia County out of which any cause of action arose. *See* Pa. Civ. P. 2179(a)(3), (4); *see also* Compl. ¶¶ 11–22 (alleging only that "[s]everal Plaintiffs' exposure to Paraquat" and "treatment for their resulting neurological damage . . . occurred wholly or partly in Pennsylvania" not in Philadelphia County). In particular, there are no Plaintiffs named who live in Philadelphia County, *see, e.g.*,

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Compl. ¶¶ 132–34, 160, 169, 178, no allegations of injury in Philadelphia County, *see, e.g.*, *id.* ¶¶ 136, 140, 159, 168, 177, and no alleged products that were manufactured, sold, or used in Philadelphia County, *see, e.g.*, *id.* ¶¶ 158, 164, 167, 173–74, 176, 182. And of course, this suit is not the subject of any property dispute within Philadelphia County. *See* Pa. Civ. P. 2179(a)(5). At bottom, the Complaint fails to allege that venue is proper based on any Syngenta-related conduct in Philadelphia County.

The attempt to assert venue based on Chevron's alleged presence in Philadelphia County fares no better. *See* Compl. ¶¶ 18, 25. Of course, "an action to enforce a joint or joint and several liability against two or more defendants . . . may be brought against all defendants in any county in which the venue may be laid against any one of the defendants." Pa. R. Civ. P. 1006(c). But Chevron lacks the necessary connections with the forum to support venue here. *See* Mem. in Supp. of Chevron U.S.A. Inc.'s Prelim. Objs to Plaintiffs' Compl. § IV. B.

Likewise, the allegations against FMC cannot serve as the basis for venue, notwithstanding that FMC is headquartered in Philadelphia. *See* Compl. ¶¶ 18, 27. FMC has objected to the Complaint because it is improperly pleaded and legally insufficient. *See* Mem. in Supp. of FMC Corp.'s Prelim. Objs to Plaintiffs' Compl. § IV. Were this Court to sustain those objections, FMC's Philadelphia headquarters would be irrelevant to the Court's venue determination. Accordingly, this Court should sustain the venue objections of both the Syngenta Defendants and Chevron under Rules 1028(a)(1) and (2), 1006(b), and 2179(a). At the very least, the Court should

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order limited discovery on any disputed issues of fact arising from the pleadings and place the burden on the Plaintiffs to establish venue.[8]

III. Many of Plaintiffs' Claims are Legally and Procedurally Deficient.

In addition to the Complaint's failure to demonstrate jurisdiction and venue, claims for breach of implied warranty, loss of consortium, and wrongful death are improperly pleaded under Pennsylvania rules and law. *See* Pa. R. Civ. P. 1028(a)(2), (4) (preliminary objections for failure to "conform to law or rule of court" and for "legal insufficiency"); *see also id.* at 1028(a)(5) (preliminary objection for "lack of capacity to sue" and "nonjoinder of a necessary party").[9]

A. The Complaint Fails to Plead Pre-Suit Notice in Support of the Breach of Implied Warranty Claims.

The Complaint fails to conform its breach of implied warranty allegations with Pennsylvania's Commercial Code, which requires that a plaintiff "must within a reasonable time after he discovers or should have discovered any breach notify the seller of breach." 13 Pa. C.S. § 2607(c)(1); *see* Pa. R. Civ. P. 1028(a)(4). "[T]he purpose of notification under § 2607(c) is to allow the seller an opportunity to resolve the dispute regarding an alleged breach" before a lawsuit is filed. *Am. Fed'n of State Cty. & Mun. Emps. v. Ortho-McNeil-Janssen Pharm.*, No. 08-cv-5904, 2010 WL 891150, at *6 (E.D. Pa. Mar. 11, 2010). Put differently, statutorily required notice "gives the manufacturer the opportunity to cure the defect, settle the claim through negotiation, and gather

[8] In the alternative, the Court should state in its order that a "substantial issue" of venue has been presented, so as to allow for an immediate appeal as of right. *See* Pa. R. App. P. 311(b)(2); *see also J.S. v. R.S.S.*, 231 A.3d 942, 945 n.1 (Pa. Super. Ct. 2020) (detailing similar request).

[9] The Complaint does not provide sufficient detail to confirm what state law might apply to the causes of action therein. *See* Compl. ¶ 18(g) (vaguely noting that "[s]everal" but not all "Plaintiffs' exposures to Paraquat" and "treatment for their resulting neurological damage . . . occurred wholly or partly in Pennsylvania"). For purposes of these preliminary objections, and out of an abundance of caution, the Syngenta Defendants object based on Pennsylvania law to the extent it applies here. The Syngenta Defendants reserve the right to file further objections to the extent that future pleadings demonstrate that Pennsylvania law is not applicable to certain plaintiffs.

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information that may assist in defending the claim." *Beneficial Com. Corp. v. Brueck*, 23 Pa. D. & C.3d 34, 37 (Pa. Ct. Com. Pl. Allegheny Cty. Aug., 10, 1982). Because "reasonable notification is a condition precedent to recovery, . . . the claimant has the burden of pleading compliance with Section 2607(c)'s requirements." *Id.* at 40; *see also Samuel-Bassett v. Kia Motors Am., Inc.*, 34 A.3d 1, 35 (Pa. 2011) (Pennsylvania plaintiffs bear the burden of complying with § 2607(c)(1)'s notice requirement). If the notice requirement is not satisfied, a plaintiff is "barred from any remedy." 13 Pa. Cons. Stat. § 2607(c)(1).

Here, the Complaint simply fails to aver that any of the unnamed "Plaintiffs" notified the Syngenta Defendants of any alleged breach of warranty. *See, e.g.*, Compl. ¶¶ 229–34 (breach of implied warranty allegations). The Court must therefore dismiss those claims. *See, e.g.*, *See Ortho-McNeil-Janssen Pharm., Inc.*, 2010 WL 891150, at *7 (a warranty plaintiff "must . . . plead, at a minimum, . . . that it provided reasonable notification in order to state a viable claim for recovery"); *Schmidt v. Ford Motor Co.*, 972 F. Supp. 2d 712, 719 (E.D. Pa. 2013) (dismissing warranty claims of plaintiffs who "failed to allege that they provided pre-suit notice to Defendant of any alleged defect").

B. The Unnamed Plaintiffs Lack Capacity to Sue for Loss of Consortium.

The claim for loss of consortium is also legally insufficient, as pleaded, because the unnamed group of "Plaintiffs" in the Complaint lack the capacity to bring such a claim on their own. *See* Pa. R. Civ. P. 1028(a)(2), (4), (5). Under Pennsylvania Rule 2228, if "an injury, not resulting in death," like loss of consortium, "is inflicted upon the person of a husband or a wife, and causes of action therefor accrue to both, they shall be enforced in one action brought by the husband and the wife." Pa. R. Civ. P. 2228(a). Accordingly, the spouse of a plaintiff who has suffered certain harm must be joined in an action for loss of consortium for that claim to proceed; the injured plaintiff cannot otherwise maintain the action alone. *See id.*; *see also Laidlaw v.*

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Converge Midatlantic, 66 Pa. D. & C. 5th 358, 2017 WL 11657168, at *27 (Pa. Ct. Com. Pl. Phila. Cty. July 19, 2017) (emphasizing that plaintiff was "without standing to bring any claim for alleged exploitation or harm to" his spouse where she was "not a party" to the lawsuit); *Koenig v. Progressive Ins. Co.*, 599 A.2d 690, 691 (Pa. 1991) ("loss of consortium" is "a separate and independent injury suffered by the spouse of an injured party for which separate recovery may be had").

As pleaded, the Complaint comes up short in that regard, and so requires dismissal. *See Keller v. Scranton City Treasurer*, 29 A.3d 436, 441 n.9 (Pa. Commw. Ct. 2011) ("Failure to join an indispensable party is an authorized preliminary objection"); *see also* Pa. R. Civ. P. 1028(a)(2); *id.* at 1028(a)(5). The Complaint describes the unnamed "Plaintiffs" as "the intended end-users of Paraquat: farmers, agricultural workers, and others who came into contact with small amounts of Paraquat while it was being used for its intended purpose." Compl. ¶ 8. On the face of the Complaint, that group of "Plaintiffs" does not include the spouses of any intended end-user of Paraquat. Thus, the asserted claim for loss of consortium violates Pennsylvania's procedural joinder requirements, *see* Pa. R. Civ. P. 2228(a), and Pennsylvania law regarding who has capacity to bring a claim for loss of consortium, *see Koenig*, 599 A.2d at 691. If the Complaint cannot be amended to fix those violations, the Court "shall dismiss the action" for loss of consortium. *See* Pa. R. Civ. P. 1032.

Further, if the standalone claims for loss of consortium are based on the wrongful death of "the intended end-users of Paraquat," Compl. ¶ 8, the Court must dismiss them with prejudice. "[I]n wrongful death actions loss of consortium cannot be alleged as a separate cause of action" because in that context, "the loss of consortium claim is only an element of damages." *See Machado v. Kunkel*, 804 A.2d 1238, 1251 (Pa. Super. Ct. 2002).

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C. The Unnamed Plaintiffs Lack Capacity to Sue for Wrongful Death.

The claims for wrongful death meets the same fate as those for loss of consortium, and for similar reasons. *See* Pa. R. Civ. P. 1028(a)(2), (4), (5). Under Pennsylvania Rule 2202, "an action for wrongful death shall be brought only by the personal representative of the decedent for the benefit of those persons entitled by law to recover damages for such wrongful death." Pa. R. Civ. P. 2202(a); *Rickard v. Am. Nat'l Prop. & Cas. Co.*, 173 A.3d 299, 305–06 (Pa. Super. Ct. 2017) (confirming that wrongful death actions "belong to the decedent's beneficiaries as opposed to the deceased individual") (citation omitted). Under Rule 2204, "the initial pleading of the plaintiff in an action for wrongful death" must include various allegations, including: "the plaintiff's relationship to the decedent, the plaintiff's right to bring the action, the names and last known residence addresses of all persons entitled by law to recover damages, their relationship to the decedent and that the action was brought in their behalf." Pa. R. Civ. P. 2204. And under Rule 2205, a wrongful death plaintiff must "give notice" of suit "by registered mail or in such other manner as the court shall direct" to "each person entitled by law to recover damages in the action[.]" *Id.* at 2205.

The allegations in the Complaint fail to comport with the foregoing rules and thus the claims for wrongful death require dismissal. *See* Pa. R. Civ. P. 1028(a)(2), (4), (5). Because the Complaint alleges that "Plaintiffs are the intended end-users of Paraquat," Compl. ¶ 8, "Plaintiffs," do not, by definition, include the personal representatives of any purported decedent; the group includes only those users of Paraquat who have passed on. But those unknown plaintiff-decedents cannot file suit for wrongful death — that claim "belong[s] to the decedent's beneficiaries" alone. *See Rickard*, 173 A.3d at 305. The lack of any personal representative is a clear violation of Rule 2202 and demonstrates that the unnamed group of "Plaintiffs" in the Complaint lack capacity to assert claims for wrongful death. *See* Pa. R. Civ. P. 2202(a); Pa. R. Civ. P. 1028(a)(2), (5).

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The Complaint also fails to include the specific allegations required by Rule 2204 and 2205. While it generally alleges that "representative survivors have suffered pain" and "incurred expenses" and "the loss of love," Compl. ¶¶ 296–98, the Complaint does not identify the personal representatives' "relationship[s] to the decedent[s]," or their "right to bring the action[.]" *See* Pa. R. Civ. P. 2204. Nor does the Complaint identify the names, residences, relations, or rights of others "entitled . . . to recover" for wrongful death, or allege that notice has been provided in accordance with Rule 2205. *Id.* Those failures require dismissal. *See, e.g.*, *White v. Pocono Psychiatric Assocs*., 36 Pa. D. & C.5th 424, 423–33 (Pa. Ct. Com. Pl. Monroe Cty. Feb. 26, 2014) (sustaining "valid objections" that plaintiff's complaint failed to comport with Rules 2204 and 2205); *see also* Pa. R. Civ. P. 1028(a)(2), (4), (5).

IV. The Complaint Lacks Sufficient Specificity.

The Complaint must be dismissed for another, independent reason: it is replete with boilerplate allegations that lack the specificity needed to satisfy Pennsylvania's fact-pleading standard. "It is well-established that a plaintiff must provide sufficient factual averments in his o[r] her complaint to sustain a cause of action." *Feingold v. Hendrzak*, 15 A.3d 937, 942 (Pa. Super. Ct. 2011); *see also* Pa. R. Civ. P. § 1028(a)(3) (providing for objections to a pleading based on "insufficient specificity"). "Pennsylvania is a fact-pleading state" and so "a complaint must not only give the defendant notice of what the plaintiff's claim is and the grounds upon which it rests, but the complaint must also formulate the issues by summarizing those facts essential to support the claim." *E.g.*, *Foster v. UPMC S. Side Hosp.*, 2 A.3d 655, 666 (Pa. Super. Ct. 2010) (marks and citation omitted); *Estate of Swift v. Ne. Hosp. of Phila.*, 690 A.2d 719, 723 (Pa. Super. Ct. 1997) ("[P]leadings must define the issues and thus every act or performance essential to that end must be set forth in the complaint.") (citation omitted). "In order to survive a preliminary objection, the petitioner must allege . . . specific facts; mere conclusory allegations in the pleadings

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without supporting factual allegations are not sufficient." *Dorfman v. Pa. Soc. Servs. Union-Local 668 of Serv. Emps. Int'l Union*, 752 A.2d 933, 936 (Pa. Commw. Ct. 2000).

The Complaint's allegations fall short of that standard and also violate several Pennsylvania rules that require specificity in pleadings. *See* Pa. R. Civ. P. 1028(a)(2), (3). The Complaint includes various open-ended and ambiguous allegations regarding the products "Plaintiffs" used, their Paraquat exposure, and their injuries, all in violation of Rules 1028(a)(3) and 1019(a). It also fails to include sufficient information about product names or relevant dates and times of alleged use, and lacks necessary detail concerning the request for special damages, in violation of Rule 1028(a)(3), (4) and 1019(f). Problematic too is the Complaint's continued reference to Defendants in the collective form. And finally, the allegations offered in support of the fraud claim are devoid of the particularity required by Rule 1019(b), as is the Complaint's bald demand for sanctions for Defendants' purported destruction of evidence. *See* Pa. R. Civ. P. 1028(a)(2)–(4).

A. The Complaint Includes Ambiguous Open-Ended Allegations.

To start, the open-ended allegations in the Complaint flout the clear pleading instructions from the Pennsylvania courts. *See* Pa. R. Civ. P. 1028(a)(3). According to those instructions, "open-ended" pleadings "state[] no claim whatsoever"; instead, they "act as an open door for an unlimited amount of future claims to be introduced by the plaintiff, by ambush, at a later date." *Grudis v. Roaring Brook Twp.*, 16 Pa. D. & C.5th 468, 478 (Pa. Ct. Com. Pl. Lackawanna Cty. Aug. 30, 2010). In particular, courts in this jurisdiction have repeatedly warned, that "catch-all" allegations belong nowhere in Pennsylvania complaints. *See, e.g.*, *Kapacs v. Martin*, 81 Pa. D. & C.4th 509, 520 (Pa. Ct. Com. Pl. Lackawanna Cty. June 6, 2006); *see also Latniak v. Von Koch*, 70 Pa. D. & C.4th 489, 495–96 (Pa. Ct. Com. Pl. Lackawanna Cty. Dec. 1, 2004) (same); *Boyd v.*

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Somerset Hosp., 24 Pa. D. & C.4th 564, 567–68 (Pa. Ct. Com. Pl. Somerset Cty. Sept. 28, 1993) (same).

The Complaint is littered with overbroad, "catch-all" allegations. When it comes to identifying the products that form the basis for their various causes of action, the Complaint states only that the unnamed group of "Plaintiffs" were harmed by "***all*** formulations of products containing the active ingredient Paraquat, ***including, but not limited to***, Gramoxone, ***or any other formulation*** containing Paraquat." Compl. ¶ 29 (emphases added). As to the means of Paraquat exposure, the Complaint alleges that they "mixed, loaded, or applied" the herbicide, but that the "Plaintiffs" also "came into contact with Paraquat in other circumstance, ***including*** on Plaintiffs' skin and clothes, through inhalation, when cleaning equipment or other surfaces . . . ***or through other means of contact***." *Id.* ¶ 133 (emphases added). The Complaint employs similarly broad language to describe alleged injuries, stating that "each Plaintiff has suffered neurological injuries, ***including but not limited to*** Parkinson's disease," and certain "precursor ailments" that are left entirely unspecified.[10] *See, e.g.*, Compl. ¶¶ 8, 18(g), 21, 136, 140–41.

Those many allegations make use of different "catch-all" phrases that provide "far too much latitude to include activities and allegations not previously pled in this matter at some later point in the litigation to the detriment of the [D]efendants[.]" *Kapacs*, 81 Pa. D. & C.4th at 520. Accordingly, the allegations are "insufficient" under Pennsylvania's fact-pleading standard and

[10] On this front, the Complaint pleads that "many" of the unnamed "Plaintiffs" "do not yet have a Parkinson's disease diagnosis" or injury, but rather that they suffer from a "precursor ailment." *E.g.*, Compl. ¶¶ 136, 163, 165, 190, 212, 234. There are, however, no allegations surrounding what precursor ailment some un-numbered and unidentified sub-set of "Plaintiffs" suffer from. The Court should strike the inclusion of precursor ailments from the Complaint, or demand that the phrase be defined to include specific injuries. *Cf.*, *Garcia v. Cmty. Legal Servs. Corp.*, 524 A.2d 980, 986 (Pa. Super. Ct. 1987) ("In the absence of actual injury, a litigant is not entitled to bring a tort action.").

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must be repleaded or stricken from the Complaint. *Id.* (striking plaintiff's use of "catch-all" phrases like, "including but not limited to" because they impair the defendants "ability to properly defend the alleged accusations"); *Grudis*, 16 Pa. D. & C.5th at 478 (sustaining preliminary objection for lack of specificity because plaintiff's use of "[t]he phrase 'but are not limited to the following' . . . is too vague and ambiguous to give any reasonable notice to defendant as to what is included but 'not limited'."); *see also* Pa. R. Civ. P. 1028(a)(3).

B. The Complaint Fails to Identify the Products that Allegedly Caused Injury.

Another glaring insufficiency in the Complaint is the lack of product identification. *See* Pa. R. Civ. P. 1028(a)(2)–(4). That failure violates Rule 1019(a), which requires that complaints allege all "[t]he material facts on which a cause of action . . . is based." Pa. R. Civ. P. 1019(a). In accordance with Rule 1019(a), a plaintiff must set forth all the facts necessary to "apprise the defendant of the nature and extent of the plaintiff's claim so that the defendant has notice of what the plaintiff intends to prove at trial and may prepare to meet such proof with his own evidence." *Oliver v. Gasdik*, 236 A.3d 1107, 2020 WL 1903952, at *7 (Pa. Super. Ct. 2020) (unpublished memorandum opinion) (marks and citation omitted).

Here, each of the claims requires identification of the allegedly harmful products. For example, to establish a cause of action for strict products liability based on a design defect, a plaintiff must point to a "product [that] was defective[.]" *Behrens v. Arconic, Inc.*, 429 F. Supp. 3d 43, 52 (E.D. Pa. 2019). And with respect to the negligence claim, "the general rule requir[es] identification of [the defendant] as the manufacturer or seller of the particular offending product[.]" *Cummins v. Firestone Tire & Rubber Co.*, 495 A.2d 963, 967–68 (Pa. Super. Ct. 1985) (citing *Hamil v. Bashline*, 392 A.2d 1280 (Pa. 1978)). The same is true, unsurprisingly, for any claim based on product liability. *See Toth v. Econ. Forms Corp.*, 571 A.2d 420, 422 (Pa. Super. Ct. 1990) ("In order for liability to attach in a products liability action . . . , the plaintiff must show

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the injuries suffered were caused by a product of the particular manufacturer or supplier." (citing *Eckenrod v. GAF Corp.*, 544 A.2d 50, 52 (Pa. Super. Ct. 1988))); *Klein v. Council of Chem. Ass'ns*, 587 F. Supp. 213, 221 (E.D. Pa. 1984) (strict liability and breach of implied warranty).

The Complaint names one product, "Gramoxone," and generally references "all" or "any other" product "containing the active ingredient Paraquat." *See* Compl ¶ 29. Such allegations are insufficient to put each Defendant on notice as to the relevant ***product*** liability claims. The inclusion of unidentified "surfactants," "other chemicals," and "technical" or "consumer-ready Paraquat" in the Complaint's generic product description creates even more confusion. *See id.* ¶¶ 23, 35, 54, 56, 68–69 71, 73–75, 105, 111, 132, 140. By failing to identify the actual products that purportedly caused them harm, the Complaint omits material facts in violation of Rule 1019(a), 1028(a)(2), 1028(a)(3), and 1028(a)(4).

C. The Complaint Lacks Specific Averments of Time, Place, and Special Damages.

The Complaint's allegations are also missing other vital elements. *See* Pa. R. Civ. P. 1028(a)(2), (3), (5). Under Rule 1019(f), pleadings must contain "averments of time, place and items of special damage" that are "specifically stated." The purpose of that rule is to ensure that the complaint "apprise[s] the defendant of the nature and extent of the plaintiff's claim so that the defendant has notice of what the plaintiff intends to prove at trial and may prepare to meet such proof with his own evidence." *See Oliver*, 2020 WL 1903952, at *8 (marks and citation omitted).

Here, many of the allegations regarding the timing and place of Defendants' allegedly tortious conduct are exceedingly broad. For example, the Complaint avers that at "all relevant times" each Defendant "maintained active control of Paraquat production and sale" Compl. ¶¶ 18–20; at "all relevant times Syngenta engaged in the business of designing, manufacturing, distributing, formulating, and selling Paraquat," *id.* ¶ 230; at "all relevant times, Syngenta

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designed, manufactured, distributed, and sold Paraquat for use in Pennsylvania and nationally," *id.* ¶ 231; "at all relevant times, Syngenta" has "made misstatements concerning the safety of Paraquat," *id.* 249; and at "all relevant times, it was reasonably foreseeable to Defendants that Paraquat would cause Plaintiffs' injuries," *id.* ¶ 9. Yet, the Complaint nowhere defines what the "relevant" time period is and, so the Syngenta Defendants are unable to mount a proper defense because they are without notice as to what transactions or occurrences might be at issue in this suit. *See Oliver*, 2020 WL 1903952, at *8.[11]

The Complaint's allegations of exposure suffer from an even larger flaw: there are no generic averments of time, much less specific ones. Rather, the Complaint plainly asserts that unnamed "Plaintiffs" used Paraquat "as intended" and "came into contact" with the herbicide "while it was mixed, loaded, or applied." *E.g.*, Compl. ¶ 133. The Complaint fails to so much as describe a range of dates relevant to the claims alleged. And where it does include a description of time relating to exposure, it again includes ambiguous allegations concerning "all relevant times." *See, e.g.*, *id.* ¶ 135 ("At all relevant times it was reasonably foreseeable that when Paraquat was used" it could "enter the Plaintiffs' bodies . . . ."); *id.* ¶ 143 ("At all relevant times, Plaintiffs exercised reasonable diligence in investigating potential causes of their injuries . . . .").

The allegations further neglect to clearly describe — even in terms sufficient for a long-form complaint — the places of exposure and diagnosis. They focus on Defendants' purported conduct within Pennsylvania, *see, e.g.*, *id.* ¶ 18, yet aver that "[s]everal" but not all "Plaintiffs'

[11] Plaintiffs include a smattering of dates relating to purported Paraquat studies conducted by the Syngenta Defendants and Chevron, in addition to certain agreements between the two. *See* Compl. ¶¶ 31, 33, 34, 37, 37–40, 52–54, 80, 85–86, 88, 90, 92–93, 96, 98, 103–06, 110, 115, 120–26. Those allegations do little to clarify the "relevant" time period and are otherwise improper because they violate Pennsylvania Rule 1019(i). *See infra* at § V. (discussing Plaintiffs' failure to attach relevant writings).

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exposures to Paraquat designed and manufactured by Syngenta occurred wholly or partly in Pennsylvania," and that "several" but, again, not all "Plaintiffs' treatment for their resulting neurological damage, including Parkinson's disease, occurred wholly or partly in Pennsylvania," *id.* ¶ 18(g). Both the particulars of exposure and treatment in Pennsylvania, and the facts surrounding which other sites of exposure and treatment might be relevant to this lawsuit (either in whole or in part) are a mystery. As is the place (or places) of diagnosis, which the Complaint does not identify in any way. *See id.* ¶ 136. Pennsylvania does not permit that style of vague and incomplete pleading. *See Oliver*, 2020 WL 1903952, at *8.

The allegations of discovery are no better. The Complaint simply proclaims that "Plaintiffs have timely-filed this action within two years of discovering their causes of action[.]" *Id.* ¶ 15. But, again, that style of ambiguous pleading is missing material facts and thus violates Rule 1019(f)'s demand for specificity. *See Gen. State Auth. v. Lawrie & Green*, 356 A.2d 851, 855 (Pa. Commw. Ct. 1976) ("[I]n every instance the allegation of time when the cause of action accrued must be sufficiently specific to enable the defendant to plead the statute of limitations if it is applicable." (quotation omitted)).

Lastly, the Complaint provides only the most basic allegations regarding the request for special damages. For example, it is alleged that certain unnamed "Plaintiffs" "will be required to incur significant costs and expenses related to medical care and treatment, as well as related costs," and that they "have or will become unable to work or hold down steady employment." Compl. ¶ 138; *see also id.* ¶ 139 (stating even more generically that "Plaintiffs have suffered . . . special (economic damages) damages"). Pennsylvania Rule 1019(f) demands more than a vague reference to medical and "related costs" or a damages inference that might be drawn from an alleged failure to maintain "employment." *See* Pa. R. Civ. P. 1019(f) ("items of special damage shall be

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specifically stated"); *see also Hooker v. State Farm Fire & Cas. Co.*, 880 A.2d 70, 77 (Pa. Cmmw. Ct. 2005) (precluding plaintiff from recovering on claims for special damages because she "failed to specifically identify" her expenses, as required by Rule 1019(f)).[12]

To the extent the Complaint alleges broadly so as to cover the "[m]any" unnamed "Plaintiffs" who "do not yet have a Parkinson's disease diagnosis" and those who have not yet, but "will" allegedly develop "permanent physical injuries, pain, mental anguish, and disability," Compl. ¶¶ 136–37, the Complaint must be repleaded. "Mere allegations of speculative future harm are insufficient to establish standing" in Pennsylvania courts. *See Gates v. City of Pittsburgh Historic Rev. Comm'n*, 254 A.3d 803, 810 (Pa. Commw. Ct. 2021) (declining to "speculate as to . . . purported losses" that plaintiffs "will suffer" in the future); *see also Ams. for Fair Treatment, Inc. v. Phila. Fed'n of Teachers*, 150 A.3d 528, 536 (Pa. Commw. Ct. 2016) ("The mere possibility that future events might occur that could [affect Appellants] . . . is not sufficient to establish the direct and immediate interest required for standing." (citation omitted)); *Simmons v. Pacor, Inc.*, 674 A.2d 232, 237–38 (Pa. 1996) (pleural thickening in lungs of plaintiffs exposed to asbestos did not rise to the requisite level of injury to substantiate cause of action). Thus, in addition to violating Rule 1019(f) and 1028(a)(3), the allegations in the Complaint suggest that many of the unnamed "Plaintiffs" lack standing to sue under Rule 1028(a)(5).

D. The Complaint Fails to Differentiate Between Defendants.

The Complaint must also be dismissed because many of the allegations of misconduct fail to differentiate between Defendants, and so lack the requisite specificity under Rule 1028(a)(3).

[12] Under Pennsylvania rules, "requests "for 'such other and further relief as the court deems just and proper' amount to a claim for special damages." *Brace v. Shears*, 12 Pa. D. & C. 5th 166, 170 (Pa. Ct. Com. Pl. Centre Cty. Apr. 1, 2010). Because the Complaint fails to properly plead special damages, the additional request for "such other relief as the court deems just and proper" must also be stricken. *Id.* (striking the same); *see also* Compl. at 66 (Prayer for Relief No. 11).

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"It is, of course, elementary that in an action for damages arising from a tort, no recovery can be had until the tort is properly pleaded . . . against the alleged tortfeasor." *Fuller v. Palazzolo*, 197 A. 225, 230 (Pa. 1938). Accordingly, a plaintiff must "differentiate between the defendants in its charge[.]" *Id.*; *see also, e.g.*, *Bugosh v. Allen Refractories Co.*, 932 A.2d 901, 907 (Pa. Super. Ct. 2007) ("[F]or liability to attach in a products liability action, plaintiff must prove that defendant's product caused plaintiff's injury." (quotation omitted)); Wettick, Penn. Forms for the Rules of Civil Procedure 207, 328 (2010) (failure to differentiate between defendants is a proper basis for a preliminary objection under Rule 1028(a)(3)). For that reason, a plaintiff must also "state clearly in a separate count each individual cause of action asserted against each individual defendant." *See Bassaro v. de Levie*, 236 A.3d 1069, 2020 WL 1623741, at *5 (Pa. Super. Ct. 2020) (unpublished memorandum opinion) (citing Pa. R. Civ. P. 1019(a), 1020(a), 1028(a)(3)).

The Complaint ignores those elementary demands. With respect to the Syngenta Defendants, on the face of the Complaint, there appear to be claims filed against Syngenta AG; Syngenta Crop Protection, LLC; and "their predecessors-in-interest." Compl. ¶ 5. But the Complaint alleges misconduct only on behalf of "Syngenta" generally. *See, e.g.*, *id.* (lumping all Syngenta Defendants into one); *id.* ¶¶ 32–131 (alleging acts of "Syngenta"). The Complaint relies on that group pleading in error, despite express recognition that Syngenta AG and Syngenta Crop Protection, LLC are distinct companies with different headquarters in separate countries, and without identifying what entities make up the Syngenta Defendants' "predecessors-in-interest" or "the other companies" that are purportedly relevant to "Plaintiffs'" claims. *See id.* ¶¶ 5, 16–17. The further grouping of Syngenta AG and Syngenta Crop Protection, LLC into one cause of action for each claim, *see id.* ¶¶ 157–65, 184–90, 205–12, 229–34, 247–52, 285–87, 294–98, also contravenes Pennsylvania's requirement that pleadings formulate their causes of action "against

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each individual defendant." *See Bassaro*, 2020 WL 1623741, at *5 (citing Pa. R. Civ. P. 1019(a), 1020(a), and 1028(a)(3)).

To be sure, the Complaint alleges that Syngenta Crop Protection, LLC is a "wholly owned subsidiary of Syngenta AG," but liability between a parent and subsidiary corporation is not automatic and the Complaint provides no facts that justify lumping the two together for all purposes. *See Williams by Williams v. OAO Severstal*, No. 938 WDA 2017, 2019 WL 4888570, at *5 (Pa. Super. Ct. Oct. 3, 2019) (unpublished memorandum opinion) (noting that "a corporate parent" and "subsidiary" "retain[]" their "distinct identit[ies]" unless it is demonstrated that "the parent and subsidiary are so intertwined that the subsidiary is the instrumentality of the parent corporation"). For that additional reason, the Complaint should be dismissed for lack of specificity under Rules 1028(a)(3) and 1028(a)(4).

As to the other Defendants, the Complaint fails to distinguish between their actions and those of the Syngenta Defendants at several points. For example, the Complaint states generally that "Defendants committed, and continue to commit, affirmative independent acts of concealment (including acts and omissions) to intentionally mislead end-users and the medical community" and that "Defendants committed, and continue to commit, acts of fraud[.]" Compl. ¶¶ 130–31, *see also id.* ¶¶ 6–7, 15, 142, 145–50 (same). The Complaint also alleges that the "Plaintiffs" "were exposed to Paraquat designed, manufactured, distributed, formulated, packaged, labeled, registered, and promoted by Syngenta, Chevron, and FMC" as a collective, *see id.* ¶ 132, despite alleging elsewhere that Syngenta and Chevron engaged in different conduct than FMC, *see id.* ¶¶ 72, 74, and despite that the Syngenta Defendants allegedly "began to sell Paraquat in the United States independently of Chevron in 1982[,]" *id.* ¶ 103. As above, those averments are precisely

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the sort of vague, boilerplate allegations that fall short of the Commonwealth's pleading standards and constitute clear violations of Pennsylvania Rule 1028(a)(3).

E. The Complaint's Allegations of Fraud Lack the Required Specificity.

The Complaint's final defect here is its failure to allege fraud with the detail mandated by Pennsylvania Rule 1019(b). *See* Pa. R. Civ. P. 1028(a)(2), (3), (4). Under that rule, fraud allegations "shall be averred with particularity." *Id.* at 1019(b). The purpose of the requirement is "to protect those against whom generalized and unsupported fraud may be levied[.]" *Youndt v. First Nat'l Bank of Port Allegany*, 868 A.2d 539, 544 (Pa. Super. Ct. 2005) (marks and citation omitted). Thus, "at the very least a plaintiff must set forth the exact statements or actions plaintiff alleges constitute the fraudulent misrepresentations." *Id.* at 545 (marks and citation omitted). A plaintiff must do the same for allegations of reliance. *See id*. Otherwise, the "[a]verments of fraud are meaningless epithets . . . offered simply to harass the opposing party and to delay the pleader's own obligation." *Bata v. Cent.-Penn Nat'l Bank of Phila.*, 224 A.2d 174, 179 (Pa. 1966). "In the event [a plaintiff's] allegations do not meet that standard of specificity, then the case will be dismissed upon the filing of preliminary objections." *Muhammed v. Strassburger, McKenna, Messer Shilobod & Gutnick*, 587 A.2d 1346, 1352 (Pa. 1991); *see also In re Orthopedic Bone Screw Prods. Liab. Litig.*, MDL No. 1014, 1996 WL 482977, at *8–9 (E.D. Pa. 1996) (dismissing fraud claim for failure to "aver the circumstances of the fraud with particularity").

To plead fraud, a plaintiff must allege: "(1) a representation; (2) which is material to the transaction at hand; (3) made falsely, with knowledge of its falsity or recklessness as to whether it is true or false; (4) with the intent of misleading another into relying on it; (5) justifiable reliance on the misrepresentation; and (6) [that] the resulting injury was proximately caused by the reliance." *Youndt*, 868 A.2d at 545. Here, the fraud claims are based on allegations that the Syngenta Defendants, and the others, "have admitted that a Paraquat-Parkinson's causal

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connection is biologically plausible," Compl. ¶ 128, and yet "continue to publicly assert that Paraquat is safe and that it does not cause neurological injuries, including Parkinson's disease," *id.* ¶ 118. The fraud claims are also implicated by the allegation that the Syngenta Defendants, and the others, sold Paraquat "while hiding the risks of low-dose Paraquat exposure," *id.* ¶ 58, claiming through their marking "that no link between Paraquat and Parkinson's existed," *id.* ¶ 100, and "attack[ing] and discredit[ing] scientists whose results [were] contrary to Syngenta's public statements," *id.* ¶¶ 116–17.

Those averments, however, fail to meet the "bare minimum" for fraud — they do not state "how" the Syngenta Defendants, or the others, have admitted a Paraquat-Parkinson's connection, neither do they identify the "exact" public representations the Syngenta Defendants, or the others, have made, nor even the particular attacks that the Syngenta Defendants purportedly made on unidentified scientists. *See Youndt*, 868 A.2d at 544. Furthermore, based on the pleadings, neither Syngenta Defendant spearheaded the purportedly fraudulent Paraquat marketing campaigns, *see* Compl. ¶¶ 76, 78.

The Complaint's further averment that the Syngenta Defendants fraudulently ignored acute-exposure incidents do not even relate to the injuries alleged as the Complaint asserts no claim relating to accidental or intentional poisoning as a result of ingesting Paraquat. *See id.* ¶¶ 80–84. Regardless, those allegations, like many of the others, relate to how the Syngenta Defendants might have acted with negligence, not fraud. *See Muhammad v. Strassburger, McKenna, Messer, Shilobod & Gutnick*, 587 A.2d 1346, 1352 (Pa. 1991) (sustaining preliminary objection because of plaintiff's "failure to cite with any specificity how the defendant . . . acted with fraud as opposed to mere negligence").

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The most specific allegations in the Complaint refer to unidentified studies from the Syngenta Defendants that amount to disagreements over the merits of that scholarship, rather than particular allegations of fraud. *See* Compl. ¶¶ 114–26. The Complaint also fails to attach any of those unnamed studies for Defendants' and the Court's review. *See Martin v. Lancaster Battery Co.*, 606 A.2d 444, 448 (Pa. 1992) (permitting fraud claim to proceed where plaintiff attached to the complaint the relevant documents that formed the basis of the claim); *see also infra* at § V. (discussing violation of Pennsylvania Rule 1019(i)). Most curious, however, is the Complaint's repeated reference to internal "Syngenta" studies that have never been "published or otherwise released" but that somehow clearly link "Paraquat to Parkinson's disease." Compl. ¶¶ 114, 123. In so pleading (and failing to attach the pertinent documents), the Complaint raises the specter of "subterfuge" — the animating rationale behind Rule 1019(b)'s requirement that a fraud claim be asserted with "particularity." *See Presbyterian Med. Ctr. v. Budd*, 832 A.2d 1066, 1072–73 (Pa. Super. 2003) (affirming dismissal of fraud claim for lack of particularity) (marks and citation omitted).

Additionally, the Complaint includes conclusory allegations regarding "Defendants," generally, and their allegedly fraudulent misrepresentations that fall well short of Rule 1019(b)'s "particularity" requirement. *See, e.g.*, Compl. ¶ 130 ("Defendants committed, and continue to commit, affirmative independent acts of concealment . . . to intentionally mislead end-users and the medical community as alleged above."); *id.* ¶ 131 ("Defendants committed, and continue to commit, acts of fraud that caused end-users, including Plaintiffs, to relax their vigilance or deviate from their right of inquiry into the facts alleged in this complaint."). Such allegations are insufficient to support a claim for fraud. *See Youndt*, 868 A.2d at 544; *Muhammed*, 587 A.2d at 1352; *Pezzano v. Mosesso*, Nos. 189 C.D. 2014 & 190 C.D. 2014, 2014 WL 5421587, at *5 (Pa.

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Cmmw. Ct. Oct. 24, 2014) (dismissing fraud claim where plaintiff relied on "conclusory language" that "merely recite[d] the elements of the cause of action" (citation omitted)).

The allegations of reliance suffer from the same conclusory flaws and are thus also insufficient. *See, e.g.*, Compl. ¶ 134 ("Plaintiffs were aware of and relied upon Defendants' representations . . . . Plaintiffs would not have purchased or used Paraquat if they had known that it could cause any neurological injury . . . ."); *id.* ¶ 145 ("Defendants' acts and omissions misled Plaintiffs"); *id.* ¶ 146 ("Defendants also prevented Plaintiffs from asserting their rights by committing affirmative independent acts of concealment"); *id.* ¶ 147 ("Plaintiffs relied on Defendants' misrepresentations and omissions . . . ."); *id.* ¶ 149 ("Defendants consistently misrepresented to Plaintiffs and/or Plaintiffs' physicians that Paraquat was not the cause of any of Plaintiffs' injuries . . . ."); *id.* ¶ 150 ("Plaintiffs relied on Defendants' misrepresentations").

Finally, the Complaint asks for default judgment "as a sanction for the bad faith destruction of evidence," Compl. at 66, but does not comply with the Pennsylvania Rules governing requests for default judgment or sanctions. *See, e.g.*, Pa. R. Civ. P. Nos. 1037, 237.1, 4019; *see also* 11 Std. Pa. Prac. 2d § 68:1 ("[A]ny default judgment not clearly authorized by the Rules is a nullity."). Moreover, the Complaint does not offer a single allegation that the Syngenta Defendants destroyed evidence ***at all***, let alone related to the various causes of action. Accordingly, the Court should strike that specific prayer for relief from the Complaint. *See* Pa. R. Civ. P. 1028(a)(2), (3) (preliminary objection for failure to "conform to law or rule of court or inclusion of . . . impertinent matter" and "insufficient specificity"); *see also Olivieri v. Olivieri*, 364 A.2d 361, 363 (Pa. Super. Ct. 1976) ("[A] prayer for relief totally unsupported by factual averments in support of a litigant's cause of action may be stricken for lack of conformity to law or as impertinent.").

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V. The Complaint Fails to Comply with Basic Threshold Pleading Requirements.

The Court should, at minimum, require that the Complaint be amended to comply with the basic writings, paragraphing, verification, and naming requirements of the Pennsylvania Rules. *See* Pa. R. Civ. P. 1018, 1019, 1022, 1024. Though technical, those rules are not mere technicalities. *See* Pa. R. Civ. P. 1028(a)(2) (permitting preliminary objection for failure to "conform to law or rule of court"). For example, Pennsylvania Rule 1018's naming requirement implicates vital legal issues, such as standing. *See* Pa. R. Civ. P. 1028(a)(4). *See Ams. for Fair Treatment*, 150 A.3d at 534–35. And without proper verification, the Complaint is "a legal nullity, void *ab initio*[.]" *See Bisher v. Lehigh Valley Health Network, Inc.*, 237 A.3d 1091, 2020 WL 3542237, at *7 (Pa. Super. Ct. June 30, 2020) (unpublished memorandum opinion) (citing *Atl. Credit & Fin., Inc. v. Giuliana*, 829 A.2d 340, 344 (Pa. Super. Ct. 2003), *appeal granted*, 251 A.3d 779 (Pa. 2021)). The Complaint's failure to comply with those rules, and others, prejudices Defendants and undermines their ability to effectively answer the Complaint. *See, e.g.*, *Cook v. Resolute Ins. Co.*, 78 Pa. D. & C. 371, 373 (Pa. Ct. Com. Pl. Lehigh Cty. January 1, 1952) (sustaining preliminary objection based on prejudice caused by plaintiff's failure to comport with basic pleading requirements).

For starters, the Complaint fails to comport with the writings requirement of Rules 1019(h) or (i). Pursuant to Rule 1019(h), "[w]hen any claim or defense is based upon an agreement, the pleading shall state specifically if the agreement is oral or written." Pa. R. Civ. P. 1019(h). Rule 1019(i) is even broader, relating to ***any*** writing, and requiring that where "any claim . . . is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof[.]" Pa. R. Civ. P. 1019(i). The purpose of Rule 1019 is to give the "defendant adequate notice of the claim against which he must defend." *Sigmond v. Phillips & Brooke, P.C.*, No. 3098, 2003 WL 1848573, at *11 (Pa. Ct. Com. Pl. Apr. 2, 2003) (citing *Yacoub v. Lehigh Valley Medical Associates, P.C.*,

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805 A.2d 579 (Pa. Super. Ct. 2002)); *see also Pratter v. Penn Treaty Am. Corp.*, 11 A.3d 550, 563–64 (Pa. Commw. Ct. 2010) (noting that Rule 1019 "cannot be avoided by merely asserting that the defendant already knows the material facts that have been omitted from the pleading").

Here, the Complaint alleges that "Syngenta" entered into numerous agreements, yet fails to mention whether any of the agreements were oral or written. *See* Compl. ¶¶ 23, 52, 54–56, 71, 103. The Complaint also references a number of writings — reports, studies, and purported marketing materials — that allegedly support each of their claims (save, perhaps, their claim for strict products liability for design defect). *See, e.g.*, *id.* ¶ 52 ("data relating to safety and exposure risk"); *id.* ¶ 64 ("jointly submitted scientific studies and reports in support of their applications to state and federal regulators"); *id.* ¶ 68 ("an instruction" allegedly written on products); *id.* ¶ 69 ("ads and other promotional materials"); *id.* ¶ 78 ("[a]ds and leaflets"); *id.* ¶ 83 ("external reports . . . confirmed by internal research"); *id.* ¶¶ 85–95, 120–22, 124, 128 (various studies and research, including "published . . . results"); *id.* ¶ 100 ("scientific literature . . , ads, [and] leaflets"); *id.* ¶ 102 ("sales materials"); *id.* ¶¶ 118, 126 (written content on "paraquat.com"). But the Complaint fails to either attach the relevant documents or their material parts. Worse still, it fails to quote the relevant portions of the documents to which it vaguely refers.

Such pleading is insufficient in this context. *See Brimmeier v. Pa. Tpk. Comm'n*, 147 A.3d 954 (Pa. Commw. Ct. 2016) (striking claim under Rule 1019(h) where plaintiff failed to allege whether agreement mention in complaint was oral or written), *aff'd*, 161 A.3d 253 (Pa. 2017) (per curiam); *see also Gito v. Hardy*, No. 265 WDA 2022, 2022 WL 17544086, at *2–3 (Pa. Super. Ct. Dec. 9, 2022) (unpublished memorandum opinion) (sustaining preliminary objection under Rule 1019(i) where tort plaintiff failed to attach allegedly libelous writing, explaining that defendants' purported knowledge of the writing was "irrelevant"); *Feigley v. Dep't of Corr.*, 872 A.2d 189,

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195 (Pa. Commw. Ct. 2005) (sustaining preliminary objection for failure to attach copy of public policy that plaintiff alleged the Department of Corrections violated).

While Rule 1019(i) provides an exception that "if the writing or copy is not accessible to the pleader, it is sufficient so to state, together with the reason, and to set forth the substance in writing," the Complaint fails to satisfy that exception. It offers no rationale for failing to attach the relevant writings, and as noted above, does not quote the substance of the materials it characterizes. *See, e.g.*, Compl ¶¶ 52, 64, 68, 78, 83, 85–95, 100, 102, 118, 120–22, 124, 126 128.

The Complaint too violates Pennsylvania Rule 1022, which demands that [e]very pleading shall be divided into paragraphs numbered consecutively" and that "[e]ach paragraph shall contain as far as practicable only one material allegation." Pa. R. Civ. P. 1022. Again and again, the Complaint includes multiple allegations per paragraph. At some particularly egregious points, the Complaint squeezes four, five, six, and even seven allegations in one paragraph. *See, e.g.*, Compl. ¶¶ 31, 101, 122 (four allegations), ¶¶ 90, 115, 124, 165, 190, 212, 234, 252 (five), ¶ 30 (seven). Many other paragraphs contain two to three allegations in one paragraph that could — and thus, per Rule 1022, should — be separated. *See, e.g.*, *id.* ¶¶ 2, 4, 7–8, 35, 37, 40–41, 43, 50, 52–53, 55, 57, 60, 62, 64, 73, 76, 78, 80–81, 86–88, 95, 97, 100, 104–06, 113, 118–21, 126, 131–34, 136–37, 138, 142–43, 147, 153–54. Failure to plead one allegation per paragraph prejudices Defendants by complicating Defendants' ability to answer each allegation separately and specifically. *See Cook*, 78 Pa. D. & C. at 373 (sustaining preliminary objection and finding prejudice where "several of the[] averments and inferences [contained in one paragraph] could have been combined to form one allegation").

Relatedly, the Complaint sneaks in argumentative section headers, resulting in vague and inflammatorily allegations that are not couched in numbered paragraphs. *See id.* at 17 ("Syngenta

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and Chevron Create Nationwide Distribution Model"); *id.* at 19 ("Sales of Paraquat Mushroom as Evidence of Human Toxicity Mounts"); *id.* at 22 ("Paraquat Becomes a Lab Favorite for Inducing Parkinson's" and "Chevron Becomes Uneasy and Partially Exits the Paraquat Market"); *id.* at 24 ("Evidence of the Paraquat-Parkinson's Link Continues to Mount"); *id.* at 28 ("Warnings of a Paraquat-Parkinson's Link"); *id.* at 29 ("Plaintiffs Have Been Injured by Their Contact with Paraquat"). Defendants cannot cleanly admit or deny those allegations in future answers, and so they should be stricken from the Complaint.

The Complaint also ignores the verification requirement in Pennsylvania Rule 1024. Rule 1024 states clearly that "[e]very pleading containing an averment of fact not appearing of record in the action . . . shall be verified." Pa. R. Civ. P. 1024(a). It also details that the verification required must be completed "by one or more of the parties filing the pleading . . . ." Pa. R. Civ. P. 1024(c). Without verification, "a pleading is mere narration, and amounts to nothing." *Atl. Credit & Fin.*, 829 A.2d at 344 (quotation omitted). Here, no verification is attached to the Complaint, and thus, the pleading is "a legal nullity, void *ab initio*," such that the allegations contained therein are not of record. *See Bisher*, 2020 WL 3542237, at *7.

Finally, the Complaint fails to name a single plaintiff, either in its caption, or elsewhere. Yet, Pennsylvania Rule 1018 requires that "[t]he caption of a complaint . . . set forth . . . the names of all the parties." Pa. R. Civ. P. 1018. Based on the Complaint filed, there are no plaintiffs associated with the case, and so dismissal is warranted. *See, e.g., Doe v. Johns-Manville Corp.*, 15 Pa. D. & C.3d 135, 145 (Pa. Ct. Com. Pl. Bucks Cty. 1980) (sustaining preliminary objection under Rule 1018 where the complaint failed to name the plaintiff). That failure to comply with Rule 1018 further implicates issues of standing because a party cannot state a cause of action unless it names the real party in interest. For that additional reason, the Complaint must be dismissed as

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legally insufficient under Rule 1028(a)(4). S*ee Ams. for Fair Treatment*, 150 A.3d at 534–35 (affirming dismissal of organization's complaint for lack of standing because it did not identify the organization's allegedly aggrieved members).

The Court should sustain Syngenta's objections based on the Complaint's failure to comply with Rules 1018, 1019, 1022, and 1024, and the resulting prejudice to Defendants. *See* Pa. R. Civ. P. 1028(a)(2), (4).

REQUESTED RELIEF

For the foregoing reasons, this Court should enter an order sustaining the Syngenta Defendants' preliminary objections based on jurisdiction, venue, and lack of verification, and dismissing the Complaint in its entirety. If the Court overrules those objections, the Court should enter an order dismissing the claims against Defendants because of their various legal and procedural deficiencies. Alternatively, the Syngenta Defendants respectfully request that the Court — at minimum — order amendment of each of the claims that are insufficiently pleaded or otherwise in violation of Pennsylvania rules.

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December 20, 2022

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

Dated: December 20, 2022

By: */s/ David J. Parsells*
David J. Parsells

Counsel for Defendants Syngenta AG and Syngenta Crop Protection, LLC

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CERTIFICATE OF SERVICE

I, David J. Parsells, certify that on December 20, 2022, I caused a true and correct copy of Defendants Syngenta AG and Syngenta Crop Protection, LLC's Preliminary Objections with Supporting Memorandum of Law to be served upon Plaintiffs' counsel of record along with all Defendants and/or Defense counsel of record via the Court's e-filing system, which satisfies the requirements of Pennsylvania's Rules of Civil Procedure.

Dated: December 20, 2022

By: */s/ David J. Parsells*
David J. Parsells

Counsel for Defendants Syngenta AG and Syngenta Crop Protection, LLC

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EXHIBIT D

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IN THE FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
PHILADELPHIA COURT OF COMMON PLEAS
TRIAL DIVISION - CIVIL

IN RE: PARAQUAT PRODUCTS LIABILITY LITIGATION	MAY TERM, 2022 No. 559

MEMORANDUM OF LAW IN SUPPORT OF SYNGENTA AG AND SYNGENTA CROP PROTECTION, LLC'S PRELIMINARY OBJECTION TO PLAINTIFFS' ANSWER TO THE SYNGENTA DEFENDANTS' PRELIMINARY OBJECTIONS TO THE LONG-FORM COMPLAINT AND REPLY IN SUPPORT OF THE SYNGENTA DEFENDANTS' PRELIMINARY OBJECTIONS TO THE LONG-FORM COMPLAINT

Defendants Syngenta AG and Syngenta Crop Protection, LLC (the "Syngenta Defendants") submit this Memorandum of Law in Support of their Preliminary Objection filed in response to Plaintiffs' Answer to the Syngenta Defendants' Preliminary Objections to the Long-Form Complaint ("Complaint") pursuant to Pennsylvania Rule of Civil Procedure 1028, and Reply in Support of their Preliminary Objections to the Long-Form Complaint.

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MATTER BEFORE THE COURT

Plaintiffs' response to the Syngenta Defendants' Preliminary Objections to the Complaint is procedurally deficient and otherwise lacking in merit. As a procedural matter, Plaintiffs' Answer is unverified and their Omnibus Opposition relies on unverified allegations, and so they are both insufficient. Plaintiffs' Omnibus Opposition fares no better on the merits. In fact, Plaintiffs concede that this Court lacks general jurisdiction over the Syngenta Defendants, and yet they fail to show a proper basis for the Court's exercise of specific jurisdiction. Their venue arguments are also flawed, as are their claims for breach of implied warranty, loss of consortium, and wrongful death. Further, the Complaint's general allegations—which Plaintiffs simply copy and paste into their Opposition—do not comport with Pennsylvania's specificity requirements. And finally, the Court should reject Plaintiffs' request to overlook the Complaint's admitted failure to comport with the Pennsylvania Rules.

STATEMENT OF THE QUESTION INVOLVED[1]

1. Should this Court sustain the Syngenta Defendants' Preliminary Objection to Plaintiffs' Answer to the Syngenta Defendants' Preliminary Objections to the Long-Form Complaint Raising Issues of Fact because Plaintiffs' Answer is not verified as required by Rule 1024?

   Suggested Answer: Yes.

STATEMENT OF FACTS

The Syngenta Defendants hereby incorporate and adopt the statement of facts detailed in their Memorandum in Support of their Preliminary Objections to the Long-Form Complaint, which concludes with a summary of the Plaintiffs' Complaint. *See* Mem. of Law in Supp. of Syngenta

[1] This statement includes only the new question to be addressed based on the Syngenta Defendants' Preliminary Objection to Plaintiffs' Answer. The questions involved in the Syngenta Defendants' Preliminary Objections to the Complaint are also addressed in this memorandum and are listed in the Syngenta Defendants' Preliminary Objections to the Complaint. *See* Syngenta Defs' Prelim. Objs. to Compl., Control No. 22124218, at 3–4 (Dec. 20, 2022) ("Syngenta's Prelim. Objs. to Compl.").

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Defs' Prelim. Objs., Control No. 22124218, at 4–7 (Dec. 20, 2022) ("Mem. in Supp. of Syngenta's Prelim. Objs. to Compl."). After Plaintiffs filed their Complaint, and the Syngenta Defendants filed their Preliminary Objections, Plaintiffs filed an unverified Answer to the Syngenta Defendants' Preliminary Objections and an Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections. *See* Pls' Answer to Syngenta Defs' Prelim. Objs. to Compl., Control No. 22124218 (Feb. 2, 2023) ("Answer"); Pls' Omnibus Mem. of Law in Opp. to Defs' Prelim. Objs. to Compl., Control No. 2212417 (Feb. 2, 2023) ("Omnibus Opposition," "Opposition," or "Mem. in Opp."). The Syngenta Defendants now object to Plaintiffs' responsive pleadings and ask the Court to dismiss the Complaint.

ARGUMENT

I. The Court Should Sustain the Syngenta Defendants' Preliminary Objection to the Answer, Strike Any Facts Asserted in the Answer or Through Their Omnibus Opposition, and Deem Admitted the Factual Averments in the Syngenta Defendants' Preliminary Objections to the Long-Form Complaint.

Rule 1028 permits preliminary objections when a pleading "fail[s] . . . to conform to . . . [a] rule of court." Pa. R. Civ. P. 1028(a)(2). Plaintiffs' Answer and Omnibus Opposition fail to conform to Rules 1024 and 1030 of the Pennsylvania Rules of Civil Procedure.

First, Plaintiffs' Answer violates Rule 1024(a) because it is unverified despite attempting to offer facts and deny others asserted in the Syngenta Defendants' Preliminary Objections. *See* Answer ¶¶ 76, 77, 85, 103, 113, 117, 118; Syngenta Defs' Prelim. Objs. to Compl. ¶¶ 76, 77, 85, 103, 113, 117, 118. Rule 1024(a) requires that "[e]very pleading containing an averment of fact not appearing of record in the action or containing a denial of fact ... shall be verified." Pa. R. Civ. P. 1024(a). Rule 1024's verification requirement "is not waivable because without it a pleading is [a] mere narration, and amounts to nothing." *Atl. Credit & Fin. v. Giuliana*, 829 A.2d 340, 344 (Pa. Super. Ct. 2003) (quotation marks omitted). Thus, a party's failure to properly verify

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a pleading "may not be brushed aside as a mere 'legal technicality.'" *Rupel v. Bluestein*, 421 A.2d 406, 411 (Pa. Super. Ct. 1980) (citation omitted). That is particularly true in a case like this one involving a "wholesale failure to take any of the actions [that a rule] requires" as opposed to a case involving a party's "substantial compliance" or a mere "misstep." *See Womer v. Hilliker*, 908 A.2d 269, 278 (Pa. 2006); *see also Rupel*, 421 A.2d at 414 ("To hold that [plaintiff's] unexplained and unexcused noncompliance is unimportant could only encourage noncompliance by others."). Without the necessary verification statement, Plaintiffs' Answer to the Syngenta Defendants' Preliminary Objections is "patently insufficient." *See Gracey v. Cumru Twp.*, No. 2604 C.D. 2010, 2011 WL 10878246, at *3 (Pa. Commw. Ct. Dec. 27, 2011) (per curiam) (sustaining defendants' preliminary objections to an unverified complaint after plaintiff answered and never sought to amend). The same is true for Plaintiffs' Omnibus Opposition, which repeatedly cites to allegations in the unverified Long-Form Complaint. *E.g.*, Mem. of Law in Supp. of Syngenta Defs' Prelim. Objs. at 12–15, 19–24, 27, 34–43. Moreover, the window for Plaintiffs to answer and oppose Syngenta's Preliminary Objections closed on February 2, 2023. *See* Case Management Order No. 2B, Control No. 22124218 (Jan. 13, 2023).

Second, Plaintiffs' Answer fails to comport with Rule 1030. Rule 1030 states that "other material facts which are not merely denials of the averments of the preceding pleading" are appropriately raised as new matter. Pa. R. Civ. P. 1030(a). Plaintiffs' Answer runs afoul of that Rule because it attempts to assert facts by cross-referencing statements made in the Omnibus Opposition, rather than raising them as verified new matter. *See* Answer at 1–2 (noting incorporation of Omnibus Opposition); *see also* Mem. in Opp. at 40–43 (citing various factual averments regarding Chevron and Syngenta business dealings).

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Plaintiffs' failure to comply with Rule 1030(a) is significant for two reasons. For one, the factual averments raised in the Answer by reference to the Omnibus Opposition, *see* Answer at 1–2; Mem. in Opp. at 40–43, must be disregarded as insufficient, *Gracey*, 2011 WL 10878246, at *3; *Rupel*, 421 A.2d at 414. For another, by failing to respond to the factual averments raised in Syngenta's Preliminary Objections in a timely and reasonably cognizable way, *see, e.g.*, Syngenta's Prelim. Objs. to Compl. ¶¶ 76, 77, 85, 103, 113, 117, 118, Plaintiffs admit those averments "by operation of law," *Edmond v. Se. Pa. Transp. Auth.*, 651 A.2d 645, 647 (Pa. Commw. Ct. 1994); *see also* Pa. R. Civ. P. 1029 ("Averments in a pleading to which a responsive pleading is required are admitted when not denied specifically or by necessary implication."); *McCormick v. Allegheny Gen. Hosp.*, 527 A.2d 1028, 1031–32 (Pa. Super. Ct. 1987) (pleadings endorsed with a notice to plead are admitted if they are not responded to within twenty days).

The Court should thus sustain the Syngenta Defendants' Preliminary Objections, strike any facts (or references to such facts) from the Answer and Omnibus Opposition, and deem admitted paragraphs 76, 77, 85, 103, 113, 117, and 118 of the Syngenta Defendants' Preliminary Objections. As detailed below, those admissions (and Plaintiffs general failure to properly oppose) support the Syngenta Defendants' challenge to this Court's jurisdiction, venue, and even Plaintiffs' standing.[2]

II. The Court Should Sustain the Syngenta Defendants' Original Preliminary Objections to the Long-Form Complaint.

The Court should sustain Syngenta's Preliminary Objections for at least five reasons.

[2] Plaintiffs' footnoted contention that the Syngenta Defendants failed to comport with the Pennsylvania Rules in filing their Preliminary Objections, *see* Answer at 1 n.1, is folly. Plaintiffs have waived any procedural challenge to the Syngenta Defendants Preliminary Objections by failing to file a formal objection. *See* Pa. R. Civ. P. 1028(a)(2). Additionally, Plaintiffs' contention is belied by the record and unsupported by Pennsylvania law. Plaintiffs tellingly fail to mention any particular rule violation.

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First, the Court lacks personal jurisdiction over the Syngenta Defendants. Plaintiffs concede this Court does not have general jurisdiction over the Syngenta Defendants, and they fail to show a proper basis for the Court's exercise of specific jurisdiction because their claims do not all arise out of the Syngenta Defendants' alleged conduct relating to the Commonwealth.

Second, Plaintiffs fail to demonstrate that either Syngenta Defendant has any connection to Philadelphia County sufficient to establish venue here. Plaintiffs' attempt to lean on the Syngenta Defendants' alleged contractual relationship with Chevron U.S.A. Inc. ("Chevron") and FMC Corporation ("FMC") does not make venue proper in this forum.

Third, the Opposition confirms that Plaintiffs' claims for breach of implied warranty, loss of consortium, and wrongful death are deficient as a matter of law. As to the implied warranty claims, Plaintiffs misconstrue Pennsylvania's requirement for pre-suit notice and ask this Court to overlook their departure from the Pennsylvania Rules. On the loss of consortium and wrongful death claims, Plaintiffs fail to respond to the Syngenta Defendants' Objections and have thus waived the issue. The Court should dismiss each of those claims.

Fourth, Plaintiffs fail to adequately respond to the Syngenta Defendants' Objection that the remaining claims lack the specificity required by Pennsylvania law. Instead, the Opposition simply restates Plaintiffs' overbroad allegations. Those allegations do not comply with Pennsylvania law, and the Court should dismiss the Complaint accordingly.

Finally, Plaintiffs do not defend numerous deficiencies in their Complaint and instead ask the Court to overlook their failure to follow Pennsylvania's procedural requirements. Despite Plaintiffs' assertions to the contrary, Case Management Order 2 ("CMO 2") does not grant them leave to flout the Pennsylvania Rules. The Court should dismiss the Complaint for the additional reason that Plaintiffs fail to follow the Pennsylvania Rules.

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A. The Court Lacks Personal Jurisdiction Over the Syngenta Defendants.

This Court does not have general or specific jurisdiction over the Syngenta Defendants. *See* Pa. R. Civ. P. 1028(a)(1). Plaintiffs do not respond to the various arguments concerning this Court's exercise of general jurisdiction and have thus waived or forfeited the issue. As to specific jurisdiction, Plaintiffs simply have it wrong. Their claims do not all arise out of or relate to the Syngenta Defendants' alleged contacts in Pennsylvania. This Court therefore lacks specific personal jurisdiction over the Syngenta Defendants.[3]

1. The Court Lacks General Jurisdiction.

Plaintiffs concede this Court lacks general jurisdiction over the Syngenta Defendants. General jurisdiction over a foreign corporation is proper in Pennsylvania only if that entity is: (1) "incorporated" in the Commonwealth; (2) "consents" to jurisdiction; or (3) carries on a "continuous and systematic" business in the Commonwealth. *See Seeley v. Caesars Ent. Corp.*, 206 A.3d 1129, 1133 (Pa. Super. Ct. 2019). At the outset of this litigation, the various Plaintiffs asserted general jurisdiction was proper under each of those theories. Compl. ¶¶ 19–20. But in the wake of the Syngenta Defendants' Objections, Plaintiffs have abandoned (and therefore waived) all three arguments. *See, e.g.*, *In re: Condemnation by the Dep't of Transp.*, 76 A.3d 101, 106-07 n.8 (Pa. Commw. Ct. 2013) ("A party's failure to develop an issue in the argument section of its brief constitutes waiver of the issue.").

First, Plaintiffs' Opposition does not contest that this Court lacks general jurisdiction based on either Defendant's place of incorporation. Rightly so—neither Syngenta Defendant is incorporated in the Commonwealth. *See* Mem. in Supp. of Syngenta's Prelim. Objs. to Compl. at

[3] Because Plaintiffs' Complaint and their responsive pleadings are unverified and otherwise fail to comport with the Pennsylvania Rules, Plaintiffs' various allegations cannot support jurisdiction. *See supra* at 2–4; *see also infra* at 29–30. Nevertheless, even considering Plaintiffs' allegations, this Court lacks personal jurisdiction over the Syngenta Defendants.

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10–11. *Second*, Plaintiffs do not contend now, as they alleged in their Complaint, that the Syngenta Defendants consented to jurisdiction by registering to do business in Pennsylvania. Again, for good reason. The Pennsylvania Supreme Court rejected Plaintiffs' now-abandoned theory of consent-by-registration in *Mallory v. Norfolk S. Ry. Co.*, 266 A.3d 542, 547 (Pa. 2021), *cert. granted*, 142 S.Ct. 2646 (Apr. 25, 2022). *Third*, Plaintiffs do not defend their theory that this Court might exercise general jurisdiction based on the Syngenta Defendants' "continuous and systematic" business in the Commonwealth. Neither company is "at home" in the Commonwealth, and so this Court lacks general jurisdiction over them in Pennsylvania. *See* Mem. in Supp. of Syngenta's Prelim. Objs. to Compl. at 12–15.

The only argument Plaintiffs offer in their Omnibus Opposition is that both Syngenta Defendants failed to challenge general jurisdiction in two Paraquat cases prior to their consolidation, and thus "consented" to jurisdiction in every Paraquat case filed in this Court, regardless of the facts alleged. Mem. in Opp. at 32. That is wrong. General jurisdiction was not at issue in those two cases (*Lutz* and *Strawser*) which were filed by in-state plaintiffs. *See* Mem. in Supp. of Syngenta's Prelim. Objs. to Compl. at 11 n.6. Nor was Syngenta AG even party to those cases, which involved only Syngenta Crop Protection, LLC. *Id.* The Syngenta Defendants have not consented to this Court's exercise of general jurisdiction in all cases—particularly those brought by out-of-state plaintiffs—by virtue of Syngenta Crop Protection, LLC's decisions to not object to the Court's exercise of general jurisdiction in two cases filed by in-state plaintiffs before consolidation. *Id.* Plaintiffs' inability to identify any precedent in support of their position is

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telling, as is their failure to respond directly to the Syngenta Defendants' argument on this point.[4] The Court should sustain the Syngenta Defendants Objection to its exercise of general jurisdiction.

2. The Court Lacks Specific Jurisdiction.

The Court should also sustain the Syngenta Defendants' challenge to this Court's exercise of specific jurisdiction. Plaintiffs agree this Court lacks specific jurisdiction over the Syngenta Defendants unless their consolidated lawsuit "arise[s] out of or relate[s] to" the Syngenta Defendants' alleged contacts with Pennsylvania. *See, e.g.*, *Bean Sprouts LLC v. LifeCycle Constr. Servs. LLC*, 270 A.3d 1237, 1241 (Pa. Super. Ct. 2022); *see also* 42 Pa. C.S. § 5322(a); Mem. in Opp. at 33–34. Yet Plaintiffs fail to allege that *all* their exposures to (and injuries from) Paraquat occurred in Pennsylvania as a result of a Syngenta Defendant's contacts with the Commonwealth. Accordingly, Plaintiffs fail to meet the minimum requirements for specific jurisdiction under Pennsylvania's Long-Arm Statute and the U.S. Constitution. *See* 42 Pa. Const. Stat. § 5322(b). Their effort to distinguish the relevant precedent and liken their case to others where specific jurisdiction was found also falls short. So, too, does their unusual (and potentially unconstitutional) suggestion that the Court postpone its jurisdictional decision until after trial.

a. Plaintiffs' claims do not all arise out of or relate to the Syngenta Defendants' alleged contacts with Pennsylvania.

Plaintiffs misconstrue the Syngenta Defendants' Objection to the Court's exercise of specific jurisdiction. That Objection is aimed at Plaintiffs' actions that do not arise out of or relate to Syngenta's contacts with Pennsylvania—primarily those raised by plaintiffs who were not exposed to or injured by Paraquat in the Commonwealth or by Syngenta's purported contacts with

[4] Plaintiffs also fail to dispute that the current set of Preliminary Objections are controlling, rather than those filed and dismissed without prejudice in pre-consolidation cases. *Id*. Their lone citation to *Tops Apparel Manuf. Co. Inc. v. Rothman*, 430 Pa. 583, 244 A.2d 436 (1968)—which stands for the uncontroversial proposition that a defendant must challenge personal jurisdiction by preliminary objection—does nothing to alter the controlling nature of the current Objections.

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the Commonwealth. *See* Mem. in Supp. of Syngenta's Prelim. Objs. to Compl. at 8–10. The Complaint's primary allegation regarding specific jurisdiction for all Plaintiffs is that "several," but not all of them, were exposed to Paraquat "wholly or partly" in Pennsylvania, and that "several," again, not all, were treated for various undefined neurological injuries "wholly or partly in Pennsylvania." *See* Mem. in Opp. at 34; Compl. 18(g). Those allegations acknowledge that at least *some* Plaintiffs' exposure, injury, and treatment occurred outside the Commonwealth, and thus specific jurisdiction is not proper for all Plaintiffs. *See, e.g.*, *Bean Sprouts LLC*, 270 A.3d at 1241 (noting requirement that any suit against non-resident defendant must "arise out of or relate" to the relevant forum). At minimum, this Court lacks specific jurisdiction over claims against the Syngenta Defendants filed by those Plaintiffs whose exposure, injury, and treatment occurred outside the Commonwealth.

Plaintiffs' attempt to avoid that conclusion runs headlong into the U.S. Supreme Court's decision in *Bristol-Myers Squibb Co. v. Superior Court of Cal., San. Fran. Cty.*, 137 S. Ct. 1773 (2017). There, the Supreme Court rejected Plaintiffs' very approach in this case. It held that out-of-state plaintiffs cannot join together with in-state plaintiffs to file suit against an out-of-state defendant where that defendant has insufficient contacts with the forum state. *Id.* at 1783–84. Like here, several, but not all plaintiffs in *Bristol-Myers Squibb* were purportedly exposed to a defective product in one state (there, California), but the Court held that the inclusion of those in-state plaintiffs did "not allow the State to assert specific jurisdiction over the [out-of-state] claims." *Id.* at 1781. Accordingly, the Court dismissed the out-of-state plaintiffs and suggested that if all the plaintiffs (including those from out of state) wanted to stick together, they could file their consolidated action in a different court—namely, one that had *general* jurisdiction over the out-of-state defendant. *Id.* at 1783–84.

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That same approach is required here. In accordance with *Bristol-Myers Squibb*, Plaintiffs should not be permitted to consolidate claims of both in-state and out-of-state Plaintiffs against the Syngenta Defendants in order to manufacture personal jurisdiction for the out-of-state Plaintiffs where none exists. *See id.* at 1781. To the extent all of Plaintiffs wish to litigate together, they can file their consolidated action in a court with general jurisdiction over the Syngenta Defendants—which Plaintiffs concede this Court lacks. *See id.* at 1781, 1783–84. The Court should therefore dismiss the Complaint as pleaded, or, at minimum, limit Short-Form Complaints to only those Plaintiffs allegedly exposed to or injured by Paraquat in Pennsylvania.

Plaintiffs' various efforts to distinguish *Bristol-Myers Squibb* miss the mark. They argue that specific jurisdiction is proper here because the Syngenta Defendants purportedly exercised control over the production of Paraquat in Pennsylvania and that the product, in turn, harmed various Plaintiffs within the Commonwealth. *See* Mem. in Opp. at 36. But the flaw in that argument is that it fails to acknowledge the Long-Form Complaint was filed on behalf of individuals exposed to and injured by Paraquat both within *and outside of* Pennsylvania. *See* Compl. ¶ 18(g). And yet, the Complaint makes no allegation that the Syngenta Defendants' purported contacts *within the Commonwealth* injured anyone *outside the Commonwealth*. Moreover, in their Opposition, Plaintiffs do not even attempt to argue that the Syngenta Defendants' conducted business within Pennsylvania that has anything to do with far-flung plaintiffs across the country.

Relatedly, Plaintiffs do not contend in their Opposition that Syngenta actually produced any of the unspecified "Paraquat Products" for sale in the Commonwealth. Rather, they argue that specific jurisdiction is proper here for its entire suit based on Syngenta's contractual relationship with "Pennsylvania-based" companies—Chevron and FMC—to produce unidentified Paraquat

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products in Pennsylvania. *See* Mem. in Opp. at 35–36. But that argument is accompanied by no citation to the Complaint alleging that Chevron or FMC actually produced Paraquat products in the Commonwealth. Even so, the Supreme Court rejected Plaintiffs' contract-party playbook in *Bristol-Meyers Squibb*. There, the plaintiffs made a similar "last ditch contention," asserting that the defendants' decision to contract with a "California company . . . to distribute Plavix" in California provided a sufficient basis for specific jurisdiction. *Bristol-Meyers Squibb*, 137 S. Ct. at 1783. In dismissing that argument, the Supreme Court emphasized that "[a] defendant's relationship with a . . . third party, standing alone, is an insufficient basis for jurisdiction." *Id.* (quoting *Walden v. Fiore*, 571 U.S. 277, 286 (2014)). This Court should do the same.

Plaintiffs suggest this case is different from *Bristol-Myers Squibb* because "Syngenta engaged in relevant acts together" with Chevron and FMC to control the manufacturing of unidentified Paraquat products in Pennsylvania. Mem. in Opp. at 36. But that conclusory argument finds no support in the Complaint, and it fails to identify which Syngenta Defendant engaged in what "relevant acts" with Chevron and FMC. *See id* (citing Compl. ¶ 23, 71–72, noting Syngenta and Chevron's alleged contracting to formulate and distribute in the U.S. generally, not Pennsylvania specifically). Moreover, it ignores that the Complaint alleges exposure and injury for individual plaintiffs both within *and outside* of Pennsylvania. *See* Compl. ¶ 18(g). That one (or both) of the Syngenta Defendants purportedly acted in tandem with "Pennsylvania-based" Chevron or FMC does not, standing alone, establish specific jurisdiction over the Syngenta Defendants in this case. That is true even if Chevron or FMC did produce or manufacture certain Paraquat-products in the Commonwealth. As detailed below, Plaintiffs fail to allege that the Syngenta Defendants' relationship with Chevron or FMC are significant enough to support this Court's exercise of specific jurisdiction.

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b. Plaintiffs' reliance on *Hammons v. Ethicon* is misplaced.

Hammons v. Ethicon, Inc. does not provide Plaintiffs the support they ascribe to it; in fact, that case supports the Syngenta Defendants' Objection to personal jurisdiction. *See* Mem. in Opp. at 35–36. *Hammons* explained that a Pennsylvania court may exercise specific jurisdiction over a non-resident defendant based on a contractual relationship with a Pennsylvania entity *only* where the non-resident defendant is "substantially and directly involved" in the Pennsylvania-based entity's business in the Commonwealth. 240 A.3d 537, 562 (Pa. 2020). That is not what happened here, or even what Plaintiffs allege.

The facts of *Hammons* are instructive. There, a non-resident plaintiff sued a New Jersey-based company (Ethicon) that contracted with a Pennsylvania-based company (Secant) to manufacture a pelvic mesh product that allegedly injured the plaintiff. *Id.* at 563. The Pennsylvania Supreme Court held that it had specific jurisdiction over Ethicon in large part because of Ethicon's high degree of control over its counterparty Secant. *Id.* at 562. Not only did Ethicon own the relevant product material "at all times," it set out detailed protocols for Secant to make sure the Pennsylvania-based company manufactured Ethicon's product according to Ethicon's particular specifications. *Id.* at 541, 549 (detailing Ethicon's control over "mesh design and development, manufacturing, quality control, testing, and certification" in Pennsylvania). Ethicon's employees also regularly visited Pennsylvania to supervise Secant's production of the pelvic mesh. *Id.* at 561–62. In fact, the plaintiff in that case fashioned a "chart detailing numerous visits" by Ethicon "to Secant's facilities" in Pennsylvania to "supervise, direct, and guide Secant regarding the design and manufacture" of the relevant products, all of which took place in Pennsylvania. *Id.* at 546. The Court emphasized that it would be "hard-pressed to find jurisdiction" if Ethicon's involvement in the Pennsylvania-based production process were not so extensive. *Id.* at 562.

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The Syngenta Defendants' alleged involvement in the production of any Paraquat product in Pennsylvania does not reach the scope or depth at issue in *Hammons*. Indeed, the Opposition confirms that Syngenta did not exert substantial control over either Chevron or FMC in any jurisdiction. Rather, according to Plaintiffs, "Syngenta relied on Chevron and FMC to manufacture, label and package Paraquat" on their own. *See* Mem. in Opp. at 36. The purported "exchange[]" of data and "regularly scheduled meetings" between Syngenta and Chevron further mentioned in the Complaint is not even alleged to have occurred in Pennsylvania. *See id.* (citing Compl. ¶ 18(a)). (Indeed, Plaintiffs' counsel could not make such an allegation in good faith). And the averment that Syngenta's national marketing and public relations reached into several unidentified states, including Pennsylvania, *id.* at 34–36 (citing Compl. ¶ 18(a)), and that Syngenta and Chevron jointly submitted studies in support of applications to various state and federal regulators, including in Pennsylvania, *id.* at 36 (citing Compl. ¶ 64), does not allege any Pennsylvania-based conduct, nor does it establish that Syngenta had substantial and direct control over Chevron and FMC in the Commonwealth. To credit Plaintiffs' argument on those facts would be to subject Syngenta (and every company with a national platform or various third-party contracts) to specific jurisdiction in every state in the union. That approach would upend the doctrine of specific jurisdiction and conflicts with governing precedent from both the Supreme Court of Pennsylvania and the Supreme Court of the United States. *See, e.g.*, *Hammons*, 240 A.3d at 562; *Bristol-Meyers Squibb*, 137 S. Ct. at 1783.[5]

[5] Plaintiffs' passing argument that Syngenta had "active control of Paraquat production, marketing, sale and distribution" cites to portions of the Complaint that allege no such thing. *See id.* at 34 (citing Compl. ¶ 18(g), which claims only that some Plaintiffs were exposed to and injured wholly or partly in Pennsylvania). To the extent Plaintiffs meant to cite paragraph 18(h) of their Complaint, that allegation of "active control" is conclusory and so does nothing to advance Plaintiffs' cause.

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Were that not enough, the particular averments made in *Hammons* regarding the plaintiff's injury there further distinguish that case from this one. The Court in *Hammons* found specific jurisdiction over Ethicon because the plaintiff specifically alleged that Ethicon's overwhelming control over Secant in Pennsylvania enabled Ethicon to send its pelvic-mesh product *outside the Commonwealth*, causing her injury in Indiana. *Hammons*, 240 A.3d at 540, 552. Here, by contrast, the Complaint fails to allege that any plaintiff was injured by one of the Syngenta Defendants' products in particular, or that either company conducted activities in Pennsylvania that enabled those unidentified products to be used (or cause injury) outside the Commonwealth. *See e.g.*, Compl. ¶¶ 18(a)–(e) (listing conclusory allegations regarding production in Pennsylvania, and marketing and sale to "Pennsylvania end-users" and "Pennsylvania state regulators"). Plaintiffs' allegations thus fall short of the standard set by *Hammons*. And they certainly do not support specific jurisdiction for those Plaintiffs whose exposure, injury, and treatment did not occur "wholly" or even "partly" in Pennsylvania. *Id.* ¶ 18(g). At a minimum, those claims must be dismissed.

c. The Court should decide specific jurisdiction now rather than after trial.

Plaintiffs' final suggestion that this Court can decide the issue of specific jurisdiction based on the proofs presented at trial is at odds with settled law and procedure. "It is well recognized that personal jurisdiction is a threshold matter that should be resolved before a Court may delve into the merits of a claim." *See, e.g.*, *Fordham v. Agusta Westland N.V.*, No. CIV.A. 06-CV-3915, 2007 WL 136329, at *3 (E.D. Pa. Jan. 11, 2007) (citing *Vetrotex Certainteed Corp. v. Consol. Fiber Glass Prods. Co.*, 75 F.3d 147, 154 (3d Cir. 1996)); *see also, e.g.*, *Bean Sprouts LLC*, 270 A.3d at 1241 (noting that once a defendant objects "to the court's exercise of personal jurisdiction," the plaintiff bears the "burden" of establishing jurisdiction). And where, as here, the issue of

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personal jurisdiction affects a defendant's due process rights, leaving the issue until after trial raises constitutional concerns. *See, e.g.*, *Bristol-Myers Squibb*, 137 S. Ct. at 1779 (emphasizing that the "Fourteenth Amendment limits the personal jurisdiction of state courts" and that judgment cannot be rendered without the court addressing the issue of personal jurisdiction when raised); *Heft v. AAI Corp.*, 355 F. Supp. 2d 757, 762 (M.D. Pa. 2005) (acknowledging that "the issue of personal jurisdiction will be addressed first" because of its "constitutional dimension"). This key jurisdictional issue cannot be left until after trial; the Court must decide it now, at the preliminary objection phase. *See also* Pa. R. Civ. P. 1028(a)(1).

Moreover, the Complaint does not include a claim for civil conspiracy against the Syngenta Defendants. *See generally* Compl. ¶¶ 157–308. The closest it gets is a claim of fraud. *Id.* at ¶¶ 247–252. But Plaintiffs' allegations related to that claim currently lack the specificity required by Pennsylvania law and so cannot support this Court's exercise of specific jurisdiction. *See infra* at 26–29; Syngenta's Mem. in Supp. of Prelim. Objs. to Compl. at 32–35; *see also, e.g.*, *Dorfman v. Pa. Soc. Servs. Union-Local 668 of Serv. Emps. Int'l Union*, 752 A.2d 933, 936 (Pa. Commw. Ct. 2000); *Muhammed v. Strassburger, McKenna, Messer Shilobod & Gutnick*, 587 A.2d 1346, 1352 (Pa. 1991); *see also In re Orthopedic Bone Screw Prods. Liab. Litig.*, MDL No. 1014, 1996 WL 482977, at *8–9 (E.D. Pa. Aug. 22, 1996).

For those final reasons, the Court should reject Plaintiffs' Opposition and sustain the Syngenta Defendants' first Preliminary Objection for lack of specific jurisdiction. Alternatively, if the Court overrules Syngenta's Objection for lack of jurisdiction, it should state in its order that a "substantial issue" of jurisdiction has been presented so that the Syngenta Defendants might immediately appeal as of right. *See* Pa. R. App. P. 311(b)(2); *see also J.S. v. R.S.S.*, 231 A.3d 942, 945 n.1 (Pa. Super. Ct. 2020) (same request).

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B. Venue is Improper in Philadelphia County.

Even if this Court has personal jurisdiction over the Syngenta Defendants, it should dismiss the Complaint because Plaintiffs fail to demonstrate that venue is proper in Philadelphia County.

Plaintiffs' argument that the Syngenta Defendants regularly conduct business in Philadelphia does not support venue here. For one thing, by virtue of filing an unverified Answer, Plaintiffs are deemed to have admitted Syngenta's factual averments in support of its venue arguments. *See* Pa. R. Civ. P. 1029(b); *Edmond v. Se. Pa. Transp. Auth.*, 651 A.2d 645, 647 (Pa. Commw. Ct. 1994); *see also* Mem. in Supp. of Syngenta's Prelim. Objs. to Compl. at 15–17 (verifying that neither Syngenta Defendant has its principal place of business in Philadelphia County, nor any offices or sales employees in Philadelphia County). Likewise, because Plaintiffs' Complaint is unverified, the allegations therein (and referenced in its Omnibus Opposition) cannot support venue. *See supra* at 2–4; *infra* at 29–30. Even so, Plaintiffs' contention that venue is proper because of the Complaint's ambiguous allegation that "at least one of the Defendants does substantial business in Philadelphia County," Compl. ¶ 13, is incorrect. That allegation says nothing about Syngenta's purported conduct in Philadelphia County. Nor does the rest of the unverified Complaint. *See* Compl. ¶¶ 11–22 (alleging Syngenta Defendants conducted business in "Pennsylvania" not in Philadelphia County and that "several" but not all Plaintiffs' exposure and injuries occurred "wholly or partly in Pennsylvania" not in Philadelphia County); *see also, e.g.*, Compl. ¶¶ 132–36, 140, 158–160, 164, 167–69, 173–78, 182 (failing to allege residency, exposure, injury, treatment, or even Paraquat production in Philadelphia County).

In the face of the Syngenta Defendants' Objection, Plaintiffs attempt to rely on the other defendants in this case—FMC and Chevron—to establish venue. But Plaintiffs' allegation that "Syngenta" contracted with "Pennsylvania-domiciled" corporations FMC and Chevron does not support venue in Philadelphia County. *First*, while FMC is headquartered in Philadelphia County,

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Plaintiffs' claims against it are legally insufficient. *See* FMC's Prelim. Objs. to Compl., Control No. 22124215, at ¶¶ 7–38, (Dec. 20, 2022); Mem. in Supp. of FMC's Prelim. Objs. to Compl., Control No. 22124215, at 11–16 (Dec. 20, 2022). If the Court sustains those Objections, FMC will be dismissed from this suit, and its Philadelphia headquarters will be irrelevant to the Court's determination of venue. Plaintiffs suggest that this Court adopt Judge Butchart's overruling of FMC's legal insufficiency objections in a separate case brought by an individual plaintiff over a year ago and extend that ruling to FMC in this Mass Tort Program. *See* Mem. in Opp. at 39 (citing *Nemeth, et al. v. Syngenta Crop Protection, LLC, et al.*, Case No. 210800644, Control No. 2108013341 (Pa. Ct. Comm. Pl., Phila. Cty. Jan. 27, 2022)). But that argument fails because Plaintiffs have filed an entirely new complaint here—alleging distinct facts, and different claims than those raised in *Nemeth*. *Compare generally*, Compl. ¶¶ 1–308 *with* Compl., *Nemeth, et al*, Control No. 2108013341. "[I]ntervening changes" in the landscape of this litigation "clearly warrant" a fresh "look at the question." *See Goldey v. Trs. of Univ. of Pa.*, 675 A.2d 264, 267 (Pa. 1996). Moreover, Syngenta AG was not even a defendant in *Nemeth* and should not be bound by any ruling in that case. And as Plaintiffs concede, Judge Butchart never issued a ruling on Syngenta Crop Protection LLC's venue objections (or Chevron's) in *Nemeth*, *see* Mem. in Opp. at 39, underscoring further why that case does not control the venue Objections raised in this case.

Second, as to Chevron, the Complaint fails to allege facts to support the generic and inaccurate averments that Chevron regularly conducts business in Philadelphia. *See* Chevron's Prelim. Objs. to Compl., Control No. 22124217, ¶¶ 9–35 (Dec. 20, 2022); Mem. in Supp. of Chevron's Prelim. Objs. to Compl., Control No. 22124217, at 10–17 (Dec. 20, 2022); Reply Mem. in Supp. of Chevron's Prelim. Objs. to Compl. at § II.A. And because the Answer is unverified, the venue-related averments raised in the Answer itself, or by reference to the Omnibus

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Opposition, are "patently insufficient." *See Gracey*, 2011 WL 10878246, at *3. Accordingly, Plaintiffs are deemed to have admitted Chevron's factual averments in dispute of venue "by operation of law." *Edmond*, 651 A.2d at 647. Those admissions are fatal to any contention that venue is proper for all Defendants in Philadelphia County based on Chevron's conduct in the jurisdiction.

In sum, the Court should grant the Syngenta Defendants second Preliminary Objection because the Complaint fails to demonstrate that venue is proper in Philadelphia County. Alternatively, if the Court overrules the Syngenta Defendants' second Objection, it should state in its order that a "substantial issue" of venue has been presented, so as to allow for an immediate appeal as of right. *See* Pa. R. App. P. 311(b)(2); *see also J.S. v. R.S.S.*, 231 A.3d 942, 945 n.1 (Pa. Super. Ct. 2020) (detailing similar request).

C. Certain of Plaintiffs' Claims are Legally and Procedurally Deficient.

Notwithstanding the Complaint's failure to establish jurisdiction and venue, the Opposition confirms that Plaintiffs' claims for breach of implied warranty, loss of consortium, and wrongful death are deficient. They should all be dismissed.

1. The Complaint Fails to Plead Pre-Suit Notice in Support of the Breach of Implied Warranty Claim.

Plaintiffs' Complaint fails to include sufficient facts to plead pre-suit notice, and so the claim for breach of implied warranty must be dismissed. Plaintiffs argue that mere filing a Complaint provides sufficient pre-suit notice under § 2607(c), Mem. in Opp. at 9, but that is incorrect. Pre-suit notice must be communicated *before* filing suit. *Incubadora Mexicana, SA de CV v. Zoetis, Inc.*, 310 F.R.D. 166, 174 (E.D. Pa. 2015) (dismissing warranty claim because "Plaintiffs have not alleged facts to support an inference that they gave [defendant] an opportunity to resolve the dispute prior to bringing this lawsuit."); *Kee v. Zimmer, Inc.*, 871 F. Supp. 2d 405,

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411 (E.D. Pa. 2012) ("Because Plaintiff failed to plead notice with respect to her claims for breach of implied and express warranties, the Court will dismiss [those claims]."), *order entered by* 2012 WL 1758755 (E.D. Pa. May 17, 2012). Plaintiffs' interpretation of the pre-suit notice requirement would consume the rule and should therefore be rejected. *See, e.g.*, *Incubadora Mexicana*, 310 F.R.D. at 174.

The authorities Plaintiffs rely on are unpersuasive. *See* Mem. in Opp. at 9. Contrary to Plaintiffs' suggestion, in *Samuel-Bassett v. Kia Motors Am., Inc.*, the Pennsylvania Supreme Court declined to hold that the filing of a complaint constitutes adequate pre-suit notice for an implied warranty claim. 34 A.3d 1, 26 n.17 (Pa. 2011). The Court explained that it had no occasion to address the issue because the record showed the defendant "was on notice . . . more than two years before the action was filed" and that the defendant "had the opportunity (and sought) to repair the defect repeatedly but unsuccessfully" prior to the filing of suit. *Id.* at 26–27.

Plaintiffs also cite dictum from an unpublished federal court opinion that misstates Pennsylvania law. *See Bednarski v. Hideout Homes & Realty, Inc.*, 709 F. Supp. 90, 93–94 (M.D. Pa. 1988). In declaring that a civil complaint satisfied Pennsylvania's requirement for pre-suit notice, the court in *Bednarski* relied entirely on *Yates v. Clifford Motors, Inc.*, 423 A.2d 1262 (Pa. Super. 1980), which, in turn, held nothing of the sort. *Yates* instead held that the plaintiff's complaint in that case was sufficient to establish pre-suit notice because it alleged that the plaintiff "attempted unsuccessfully to contact [the seller] on numerous occasions concerning the difficulties he was experiencing" over the course of "[n]early four months," all *before* filing suit. 423 A.2d at 1266. The plaintiff in *Yates* provided the defendant with the required notice prior to filing his

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complaint and included those pre-suit notice allegations in the complaint itself. *Bednarski*'s reliance on *Yates* to undermine Pennsylvania's pre-suit notice requirement is unfounded.[6]

Plaintiffs' final citation is to *In re Ford Motor Co. E-350 Van Prod. Liab. Litig. (No. II)*, No. CIV. A. 03-4558 (GEB), 2010 WL 2813788, at *40 (D.N.J. July 9, 2010), which relies entirely on *Bednarski*. *Bednarski*'s error applies equally to *In re Ford Motor Co.* The other authorities *In re Ford Motor Co.* relies on are also distinguishable. *See Precision Towers, Inc. v. Nat-Com, Inc.*, No. 2143, Apr. Term 2002, 2002 WL 31247992, at *5 (Pa. Ct. Com. Pl. Phila. Cty. Sept. 23, 2002) (overruling objection because plaintiffs alleged "repeated" pre-suit requests for reimbursements of funds related to the defendants' alleged breach of warranty); *Solarz v. DaimlerChrysler Corp.*, No. 2033, Apr. Term 2001, 2002 WL 452218, at *1 (Pa. Ct. Com. Pl. Phila. Cty. Mar. 13, 2002) (overruling objection, noting that "despite" plaintiffs pre-suit "requests, [defendant] made no repairs to the [relevant products] pursuant to the warranties received.").[7]

2. The Plaintiffs Lack Capacity to Sue for Loss of Consortium and Wrongful Death.

The Court should dismiss Plaintiffs' claims for loss of consortium and wrongful death because the Plaintiffs identified in the Complaint lack capacity to bring those claims. The Complaint contains a definition of "Plaintiff" that does not include (even in general terms) the

[6] *Bednarski* is also factually distinct because the moving party in that case—a third-party defendant added in the middle of litigation—received pre-suit notice in the form of a joinder motion filed by the plaintiff and served on the defendant weeks before the complaint was filed against the defendant. *Bednarski*, 709 F. Supp. at 94.

[7] The alternative argument Plaintiffs mention in passing—that the pre-suit notice requirement is satisfied because of the Syngenta Defendants knowledge of their products' purported defect, *see* Mem. in Opp. at 9—is inapplicable to this type of case. To accept Plaintiffs' argument would inappropriately assume liability here. Moreover, unlike in the precedent Plaintiffs cite for this point, *see Samuel-Bassett*, 34 A.3d at 26, there is no record evidence here demonstrating that the Syngenta Defendants knew about any alleged link between Paraquat and Parkinson's disease (or the other undisclosed neurological injuries alleged in the Complaint) several years before this lawsuit.

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spouses or personal representatives of the "intended end-users of Paraquat." Compl. ¶ 8. Plaintiffs filed suit on behalf of only "farmers, agricultural workers, and others" exposed to Paraquat. *Id.* But under Pennsylvania law, that type of plaintiff cannot file suit for loss of consortium or wrongful death. *See* Pa. R. Civ. P. 2228(a) (loss of consortium claims must be filed on behalf of injured party *and* spouse); *Laidlaw v. Converge Midatlantic*, 66 Pa. D. & C. 5th 358, 2017 WL 11657168, at *27 (Pa. Ct. Com. Pl. Phila. Cty. July 19, 2017) (same); Pa. R. Civ. P. 2202(a) (wrongful death claim must be filed on behalf of personal representative); *Rickard v. Am. Nat'l Prop. & Cas. Co.*, 173 A.3d 299, 305–06 (Pa. Super. Ct. 2017) (same).

The Syngenta Defendants raised this defect in their initial Preliminary Objections, but Plaintiffs offer no meaningful response, which means their opposition is now waived. *See Eddington v. Bixler*, No. 1040 C.D. 2019, 2020 WL 2315290, at *4 n.4 (Pa. Commw. Ct. May 11, 2020) (finding plaintiff waived issue after not adequately responding to defendant's preliminary objection). To the extent Plaintiffs respond at all, they simply copy and paste the definition of "Plaintiff" from their Complaint into their Opposition, but again that definition does not include (even in general terms) the spouses or personal representatives of the "intended end-users of Paraquat." Mem. in Opp. at 22 (citing Compl. ¶ 8). Plaintiffs' failure to verify their Answer also results in their admission that spouses and personal representatives are not included in their definition of "Plaintiffs" in the Complaint. *See* Syngenta's Prelim. Obj. ¶¶ 103, 113, 117, 118. The Syngenta Defendants' Objection therefore stands, and the Court should sustain it and dismiss the loss of consortium and wrongful death claims.

D. The Complaint Lacks Sufficient Specificity.

The Complaint should also be dismissed because it is filled with boilerplate allegations that do not satisfy Pennsylvania's fact-pleading standard. In their Opposition, Plaintiffs lean into their "general allegations" and suggest that such averments are a necessary part of the Long-Form-

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Complaint process under CMO 2. Not so. CMO 2 does not provide a basis for Plaintiffs to flout Pennsylvania's fact-pleading standard. *See Feingold v. Hendrzak*, 15 A.3d 937, 942 (Pa. Super. Ct. 2011) ("It is well established that a plaintiff must provide sufficient factual averments in his o[r] her complaint to sustain a cause of action."). Neither do the various precedents cited in the Opposition. The Court should therefore dismiss the Complaint for lack of specificity.

1. The Complaint Improperly Uses Open-Ended Allegations.

The Plaintiffs employ various open-ended allegations throughout the Complaint in violation of Pa. R. Civ. P. 1028(a)(3). Rather than assert that those allegations comply with Pennsylvania law, Plaintiffs instead argue that the Long-Form-Complaint process in CMO 2 *requires* such "general allegations" to allow future plaintiffs "to be able to incorporate the Long Form Complaint's allegations into their own complaints." Mem. in Opp. at 25 n.17. That is incorrect. There is nothing in CMO 2 that requires (or allows) the Long-Form Complaint to include open-ended allegations that violate Pennsylvania's pleading requirements. *See generally* Case Management Order No. 2, Control No. 22103584 (Nov. 9, 2022); *cf. Grudis v. Roaring Brook Twp*, 16 Pa. D. & C.5th 468, 478 (Pa. Ct. Com. Pl. Lackawanna Cty. Aug. 30, 2010) (noting that open-ended pleadings improperly "act as an open door for an unlimited amount of future claims to be introduced by the plaintiff, by ambush, at a later date"). The Court should strike the open-ended allegations.

2. The Complaint Fails to Identify the Specific Products at Issue.

The Complaint also fails to specifically identify a product manufactured by the Syngenta Defendants that caused any alleged injury. Under Pennsylvania law, a design-defect claim requires a plaintiff to identify a "product [that] was defective," *Behrens v. Aronic, Inc.*, 429 F. Supp. 3d 43, 52 (E.D. Pa. 2019), and a negligence claim requires a plaintiff to identify the defendant "as the

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manufacturer or seller of the particular offending product[.]" *Cummins v. Firestone Tire & Rubber Co.*, 495 A.2d 963, 967–68 (Pa. Super. Ct. 1985) (citation omitted).

Plaintiffs attempts to circumvent those requirements in two ways. *First*, they assert that the Complaint's "general allegations" that "refer[] to *all* Paraquat products any individual Plaintiff may have used" are adequate for their Long-Form Complaint and can be supplemented in their Short-Form Complaints. Mem. In Opp. at 23–24. But, as discussed above, such general allegations are insufficiently specific under the Pennsylvania Rules, and nothing in CMO 2 permits Plaintiffs to evade those Rules in their Long-Form Complaint. Moreover, Plaintiffs' promise that they will allege more specificity in their Short-Form Complaints is illusory. Their proposed Short-Form Complaint requires only "a [b]rief description of the Injured Party's Paraquat exposure," and does *not* require any individual plaintiff to identify the product that allegedly harmed them. Pls' Mot. for Approval of SFC, Control No. 23022271, Ex. A, at § V.8–11 (Feb. 9, 2023) ("Pls' Mot. for Approval of SFC"). The Court should not permit Plaintiffs to substitute Pennsylvania's pleading requirements for vague and unsupported suggestions of future disclosure. *See Smolsky v. Totaro, Jr.*, No. 201503051, 2016 WL 9233115, at *6 (Pa. Ct. Com. Pl. Bucks Cty. June 13, 2016) (quoting *Cullings v. Farmers & Mechs. Trust Co. of Chambersburg*, 8 Pa. D. & C.3d 764, 770 (Franklin Cty. 1978)) ("Because a fact pleading system exists in Pennsylvania, the availability of discovery proceedings offers no basis for relaxing pleading standards.").

Second, Plaintiffs cite several cases for the proposition that their generic allegations are sufficient because they "inform Defendants of the claims at issue." Mem. in Opp. at 24. But none of those cases involves issues of product liability or product identification. *See Denucci v. Cathedral Found.*, 13 Pa. D. & C. 5th 164 (Pa. Ct. Com. Pl. June 8, 2010) (premises-liability claim); *Guistra Dev. Co., Inc. v. Lee*, 631 A.2d 199 (Pa. Super Ct. 1993) (validity of mechanic's

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lien); *Krajewski v. Gusoff*, 53 A.3d 793 (Pa. Super. Ct. 2012) (libel and false-light claims). Plaintiffs therefore fail to account for the requirement under Pennsylvania law that a plaintiff must *identify* the defective product in a complaint alleging *product liability*. *See Behrens*, 429 F. Supp. 3d at 52. That failure is fatal. *See Mellon v. Barre-Nat'l Drug Co*., 636 A.2d 187, 191–92 (Pa. Super. Ct. 1993) ("A plaintiff must establish that a particular product of a defendant manufacturer caused her injuries.") (internal citation omitted); *Cummins v. Firestone Tire & Rubber Co.*, 495 A.2d 963, 968–69 (Pa. Super. Ct. 1985) (holding "appellant's failure to identify the offending product as a fatal deficiency to his claim"). Absent proper pleading on this front, the Complaint must be dismissed.

3. The Complaint Fails to Sufficiently Identify Time, Place, and Special Damages.

The Complaint should be dismissed for the additional reason that it does not identify the time or place of Plaintiffs' exposures and injuries, or the special damages they purportedly suffered.

Like their Complaint, Plaintiffs' Opposition fails entirely to identify any limiting timeframe or geographical boundary for the claims in this case. For example, Plaintiffs allege that at least some of the relevant events at issue in this case occurred *outside* of Pennsylvania, but there is no identification as to when or where those events purportedly occurred. *See* Mem. in Supp. of Syngenta's Prelim. Objs. to Compl. at 27–28. Those deficiencies prevent the Syngenta Defendants from being able to evaluate whether the claims concern time periods in which they were involved in the alleged conduct or whether the relevant conduct occurred in states where the Syngenta Defendants operate. *Oliver v. Gasdik*, No. 1390 EDA 2019, 2020 WL 1903952, at *7 (Pa. Super. Ct. Apr. 17, 2020) ("The purpose of the complaint is to 'apprise the defendant of the nature and extent of the plaintiff's claim so that the defendant has notice of what the plaintiff intends to prove

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at trial and may prepare to meet such proof with his own evidence.'" (quotation omitted)). Thus, contrary to Plaintiffs' claim that "Defendants' [have] sufficient information to mount their defenses," Mem. in Opp. at 22, the Syngenta Defendants cannot readily determine whether they have been properly named as defendants in the Complaint, much less mount a complete defense.

Similarly, Plaintiffs offer no sound justification for the Complaint's failure to specifically allege special damages. Instead, Plaintiffs acknowledge that the Complaint does nothing more than "allege[] that as a direct result of Defendants' conduct, Plaintiffs have suffered both economic and noneconomic damages." Mem. in Opp. at 24. Such broad allegations do not provide any detail regarding the type of economic damages suffered or the purported scope of such damages. *See* Pa. R. Civ. P. 1019(f) ("Averments … of special damage shall be specifically stated."); *see also Hooker v. State Farm Fire & Cas. Co.*, 880 A.2d 70, 77 (Pa. Cmmw. Ct. 2005) (precluding plaintiff from recovering on claims for special damages because she "failed to specifically identify" her expenses, as required by Rule 1019(f)). Without any indication of the type and scope of special damages alleged, the Syngenta Defendants are unable to evaluate the veracity of the allegations or mount a complete defense. The Court should therefore strike Plaintiffs' overbroad request for special damages from the Complaint.

4. The Complaint Does Not Differentiate Between Defendants.

Plaintiffs openly acknowledge in their Opposition that the Complaint does not consistently differentiate between Defendants generally, *see* Mem. in Opp. at 13–14, and they ignore the Syngenta Defendants' argument that the Complaint does not differentiate between the Syngenta Defendants specifically, *see* Mem. in. Supp. of Syngenta's Prelim. Objs. to Compl. at 30–31. Instead, Plaintiffs ask the Court to excuse their violation of Pennsylvania's pleading requirements because the "Complaint *most often* identifies specific Defendants when alleging misstatements and fraudulent conduct." Mem. in Opp. at 13–14 (emphasis added). They are mistaken. The

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Complaint attributes no particular misstatement or specific fraudulent act to any individual Defendant. It pleads in generalities, and so deprives Defendants of sufficient notice of the asserted claims. *See, e.g.*, Compl. ¶¶ 18(e) (alleging vaguely that "Syngenta" market and promoted to end-users, without distinguishing between either Syngenta Defendant), ¶ 58 (same). Plaintiffs' argument also misses the point. The Complaint's purported compliance in part is not compliance in whole. Because the Complaint does not consistently differentiate between Defendants, Defendants are left to guess at what allegations might relate to them and which might not. Pennsylvania law does not allow that type of pleading. *See Fuller v. Palazzolo*, 197 A. 225, 230 (Pa. 1938); *Bugosh v. Allen Refractories Co.*, 932 A.2d 901, 907 (Pa. Super. Ct. 2007) ("[F]or liability to attach in a products liability action, [a] plaintiff must prove that defendant's product caused plaintiff's injury."). The Complaint should be dismissed accordingly.

5. The Complaint Fails to Plead Fraud with the Required Specificity.

The Complaint's fraud allegations should be dismissed pursuant to Rule 1019(b). Plaintiffs agree that proper allegations of fraud require that a defendant be "placed on notice of the *precise* misconduct with which they are charged." Mem. in Opp. at 10 (quoting *Seville Indus. Mach. Corp. v. Southmost Mach. Corp.*, 742 F.2d 786, 791 (3d Cir. 1984) (emphasis added)).[8] Yet, Plaintiffs' allegations here do not cite or describe the "precise misconduct" carried out by either Syngenta Defendant specifically. Plaintiffs allege misrepresentation only in general terms, *see* Mem. in Supp. of Syngenta's Prelim. Objs. to Compl. at 33–34 (listing broad allegations of fraud), and seek to evade the specificity requirement on grounds that they do not possess sufficient detail regarding the particulars of the fraud they allege, *see* Mem. in Opp. at 10. Those boilerplate arguments are

[8] Plaintiffs incorrectly assert that the Syngenta Defendants' do not challenge all the elements of fraud. Mem. in Opp. at 11. The elements of fraud are not currently before the Court, only whether Plaintiffs pleaded fraud with sufficient particularity.

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no justification for departing from Pennsylvania's heightened pleading standard for fraud claims. *See, e.g.*, *In re Orthopedic*, 1996 WL 482977 at *8–9 (dismissing fraud claim for failure to "aver the circumstances of the fraud with particularity").[9] And despite Plaintiffs' repeated suggestion, the filing of Short-Form Complaints will do little to provide the Syngenta Defendants the specificity required to mount a proper defense because Plaintiffs' proposed Short-Form Complaint does not require that any individual plaintiff provide additional facts regarding the alleged fraud. *See* Defendants' Pls' Mot. for Approval of SFC at Ex. A at § IV.

The cases Plaintiffs cite do not advance its cause. In those cases, unlike here, the courts were presented with *specific representations identified in the complaint* that were alleged to be false or misleading. *See Com. ex rel. Pappert v. TAP Pharm. Prods, Inc.*, 885 A.2d 1127, 1138 (Pa. Commw. Ct. 2005) (evaluating whether a defendant's specific representation that average wholesale prices reported by the defendant "reflected real, fact-based average wholesale prices" could support either a non-disclosure or disclosure fraud claim); *Molley v. Five Town Chrysler, Inc.*, CIV.A. No. 07-cv-5415, 2009 WL 440292, at *3 (E.D. Pa. Feb. 18, 2009) (considering the sufficiency of a fraud claim based "on the misrepresentation that the car would require $19,000.00 in financing and that the loan and vehicle would be in [the plaintiff's] sister's name"). Pennsylvania law requires Plaintiffs to specifically articulate the misrepresentation that establishes the basis of a fraud claim, and they have not done so here. *See Youndt v. First Nat'l Bank of Port Allegany*, 868 A.2d 539, 544 (Pa. Super. Ct. 2005) ("[A]t the very least a plaintiff must set forth

[9] Plaintiffs' attempt to distinguish *In re: Orthopedic* because it dismissed generic pleadings of fraud "without prejudice" rather than with prejudice does not support overruling the Syngenta Defendants' Preliminary Objections. *See* Mem. in Opp. at 18. The Syngenta Defendants do not contend that Plaintiffs could *never* allege fraud. Rather, they argue that their current fraud allegations are deficient and should be dismissed.

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the exact statements or actions plaintiff alleges constitute the fraudulent misrepresentations." (quotation marks omitted)).[10]

Further, Plaintiffs have not specifically alleged any justifiable reliance. They ask the Court to overlook that failure because they contend that justifiable reliance can be inferred. *See* Mem. in Opp. at 16. But while the Court could "infer" justifiable reliance in certain circumstances, *Smith v. MetLife*, 10 Pa. D. & C. 5th 336, 343 (Pa. Ct. Com. Pl. Lancaster Cty. Oct. 29, 2009), it cannot do so here because Plaintiffs have failed to specifically allege any misrepresentation that they could have actually relied on to their detriment. In other words, the Complaint is missing the factual predicate from which the Court could infer reliance and so dismissal is warranted on that additional ground.[11]

Relatedly, the Court should strike Plaintiffs' request for default judgment because the Complaint does not offer a single allegation supporting such judgment. Plaintiffs concede that point and posit that they need time to develop the facts to support their demand for sanctions. *See* Mem. in Opp. at 26. But CMO 2 does not permit Plaintiffs to append causes of action to their

[10] Plaintiffs also heavily on *In re Risperdal Litigation* but provide no formal citation to the case. And Plaintiffs' Exhibit B, which purports to include the relevant materials, provides nothing but a cursory order striking portions of the plaintiffs' Long-Form Complaint in that case, and sustaining and overruling various objections. *See* Mem. in Opp. at 18 & Ex. B. Nonetheless, that case does not advance Plaintiffs' cause because, unlike Plaintiffs' Complaint, the Complaint in *In re Risperdal Litigation* includes specific allegations of fraud. *See, e.g.*, Am. Compl., *In re Risperdal Litigation*, Case No. 100300296, at ¶¶ 75–76, 84–88 (Sept. 3, 2010) (describing *specific* news stories, journal articles, and medical studies), ¶¶ 82–83 (discussing *specific* continuing medical education programs).

[11] Plaintiffs also concede that their generic fraud allegations in paragraphs 58, 100, 116, 117, 118, and 128 of their Complaint—regarding the Syngenta Defendants' purported misconduct—are not vital "or even relevant" to their claims of fraud. Mem. in Opp. at 15. To the extent those allegations do not relate to other specific claims, Plaintiffs admit to including impertinent matter in their Complaint and those paragraphs should be stricken accordingly. *See* Pa. R. Civ. P. 1028(a)(2).

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Long-Form Complaint that lack the factual predicate required by Pennsylvania law. Moreover, Plaintiffs concede that claims for default judgment are appropriately requested by motion, not by complaint. *See id.* Accordingly, the Court should strike Plaintiffs' demand for default judgment from their Complaint.

E. The Complaint Fails to Comply with Basic Threshold Pleading Requirements.

Finally, Plaintiffs fail to excuse their noncompliance with Pennsylvania's basic rules for verification, writings, naming, and paragraphing in the Complaint. *See* Pa. R. Civ. P. 1018, 1019, 1022, 1024. The Pennsylvania judiciary established those pleading requirements to ensure the efficient administration of cases, and the Complaint's failure to comply undermines those aims. It also limits the Syngenta Defendants' ability to respond effectively to the Complaint and prepare their defenses.

The crux of Plaintiffs' Opposition on this score is that the Court should not require adherence to the Pennsylvania Rules because this is a mass-tort action. *See, e.g.*, Mem. in Opp. at 30 (seeking flexibility under Rule 1022); *id.* at 31 ("This is not a contract case."). But mass-tort actions are not exempt from Pennsylvania's important pleading requirements, four of which are particularly relevant here.

First, Plaintiffs assert that CMO 2 does not require them to verify the Long-Form Complaint. Mem. in Opp. at 30–31. But CMO 2 does not contain any rules outlining the verification process; it provides only one statement about verifying the Short-Form Complaints of new plaintiffs. *See generally* CMO 2. In this Mass Tort Program—as in all litigation in the Commonwealth—the Pennsylvania Rules control. *See Atl. Credit & Fin.*, 829 A.2d at 344. And Rule 1024 requires "[e]very pleading containing an averment of fact not appearing of record in the action" to be verified, including the Long-Form Complaint in this case. *See* Pa. R. Civ. P. 1024.

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Plaintiffs admit that the Complaint is not verified, and make clear they do not intend to verify it. This Court should thus dismiss the Complaint as "patently insufficient." *See Gracey*, 2011 WL 10878246, at *3; *Hatchigian v. Ford Motor Co.*, No. 114, 2012 WL 1948521 (Pa. Ct. Com. Pl. Phila. Cty. May 16, 2012) (sustaining preliminary objection and dismissing unverified complaint).[12]

Second, Plaintiffs contend that they need not attach any writings pursuant to Rule 1019 because "[t]his is not a contract case." Mem. in Opp. at 31. But Rule 1019(i) is not by its terms applicable only in contract cases. It is purposefully broader than Rule 1019(h)—which relates to disputes involving "agreements"—and requires a plaintiff to attach a copy of *any* writing that serves as a basis of a claim. In all events, a critical part of Plaintiffs' claims, and their personal-jurisdiction arguments, *see* Mem. in Opp. at 34–35, is that the Syngenta Defendants entered into numerous agreements with the other Defendants that make them proper defendants for product-liability and negligence claims, *see* Compl. ¶¶ 23, 52, 54–56, 71, 103. This Court should not excuse Plaintiffs' failure to comport with the basic requirements of Rule 1019. *See Feigley v. Dep't of Corr.*, 872 A.2d 189, 195 (Pa. Commw. Ct. 2005) (dismissing count from petition for review where petitioner failed to attach the policy upon which his claim was based).

Finally, Plaintiffs offer no justification for their failure to comply with the naming and paragraphing requirements. They simply ask for flexibility and submit that their violation of the paragraphing requirement does not prejudice any Defendant. Mem. in Opp. at 29–30. But this is not a situation where the Complaint substantially complies with Rule 1022 and has only a few

[12] The Plaintiffs also argue that Defendants proposed that Plaintiffs be allowed to file an unverified Long-Form Complaint. Mem. in Opp. at 30–31. Setting aside the accuracy of that statement—which the Syngenta Defendants dispute—Defendants' proposal does not control this litigation; CMO 2 does. And CMO 2 does not (and cannot) adopt a process that frees the Plaintiffs from Pennsylvania's verification requirements.

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scattered violations. As pleaded, the Complaint repeatedly and consistently aggregates an impermissible number of distinct allegations into the same paragraph, all in violation of Rule 1022. *See, e.g.*, Compl. ¶¶ 31, 122 (four allegations), ¶¶ 90, 114 124, 165, 190, 212, 234, 252 (five), ¶ 30 (seven). Though not impossible to answer, that type of pleading complicates the answering process significantly and for that reason, Plaintiffs should be ordered to comply with the Pennsylvania Rules. *See Cook v. Resolute Ins. Co.*, 78 Pa. D. & C. 371, 373 (Pa. Ct. Com. Pl. Lehigh Cty. January 1, 1952) (sustaining preliminary objection and finding "prejudice" where "several of the[] averments and inferences [contained in one paragraph] could have been combined to form one allegation").

In sum, the Court should not excuse Plaintiffs' failure to comply with the verification, writing, naming, and paragraphing requirements of the Pennsylvania Rules and should sustain the Syngenta Defendants' fifth Preliminary Objection to the Complaint.

REQUESTED RELIEF

For the foregoing reasons, the Syngenta Defendants respectfully request that the Court reject the facts and denials asserted in Plaintiffs' Answer and Omnibus Opposition, deem the Syngenta Defendants' averred facts admitted, and enter an order dismissing the Complaint in its entirety based on lack of jurisdiction, venue, and verification. Alternatively, the Court should enter an order dismissing the claims against the Syngenta Defendants because of the Complaint's various legal and procedural deficiencies. At minimum, the Syngenta Defendants ask the Court to sustain its Objections based on Plaintiffs' violation of the Pennsylvania Rules.

February 22, 2023

Respectfully submitted,

By: */s/ Don Hong*

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CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

Dated: February 22, 2023

By: */s/ David J. Parsells*
David J. Parsells

Counsel for Defendants Syngenta AG and Syngenta Crop Protection, LLC

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CERTIFICATE OF SERVICE

I, David J. Parsells, Esquire certify that on February 22, 2023, I caused a true and correct copy of this filing to be served upon Plaintiffs' counsel of record along with all Defendants and/or Defense counsel of record via the Court's e-filing system, which satisfies the requirements of Pennsylvania's Rules of Civil Procedure.

Dated: February 22, 2023

By: */s/ David J. Parsells*
David J. Parsells

Counsel for Defendants Syngenta AG and Syngenta Crop Protection, LLC

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EXHIBIT E

Case ID: 220500559

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JURY TRIAL DEMANDED
TWELVE JURORS REQUESTED

ROBERT MALLORY
1836 10th St NW
Roanoke, VA 24012,

Plaintiff,

vs.

NORFOLK SOUTHERN RAILWAY COMPANY
Three Commercial Place
Norfolk, VA 23510

Defendant.

CIVIL ACTION NO:

JURY TRIAL DEMANDED
TWELVE JURORS REQUESTED

CIVIL ACTION
F2-Personal Injury
Federal Employers' Liability Act

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney, and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha do la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas or sus objeciones a las demandas en contra de su personá. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero or sus propiedades u otros derechos importantes para usted.
LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.
ASOCIACIÓN DE LICENCIADOS DE FILADELFIA
Servicio De Referencia E Información Legal
One Reading Center
Filadelfia, Pennsylvania 19107

Case ID: 170900569

1. The Plaintiff, Robert Mallory, is a competent adult individual whose address is 1836 10th St NW, Roanoke, VA 24012.

2. The Defendant, Norfolk Southern Railway Company ("Norfolk"), is a corporation organized and existing under the laws of the Commonwealth of Virginia, whose principal place of business and address for service of process is Three Commercial Place, Norfolk, VA 23510.

3. This suit is brought pursuant to Acts of Congress known as the Federal Employers' Liability Act, Title 45 U.S.C. Secs. 51-60.

4. At all times material hereto, the Defendant were engaged in interstate commerce as a common carrier by railroad operating a line and system of railroads in the Commonwealth of Virginia, and other states of the United States.

5. At the time and place hereinafter mentioned, the acts of omission and commission causing injuries to the Robert Mallory were done by the Defendant, their agents, servants, workmen and/or employees acting in the course and scope of their employment with and under the direct and exclusive control of the Defendant.

6. At the time and place hereinafter mentioned, the Robert Mallory was employed by Defendant railroads and was acting in the scope of his employment by the Defendant and was engaged in the furtherance of interstate commerce within the meaning of said Act.

7. The injuries and damages sustained by Robert Mallory, while working as an employee of the Defendant, were caused by his exposure to and inhalation of toxic fumes, hazardous dusts, substances, solvents and chemicals, including but not limited to diesel exhaust, mineral spirits, benzene, perchloroethylene, trichloroethylene, asbestos, sub–turps, naptha, inhibitol, asbestos and trichloroethane.

8. All the property, equipment and operations involved in Robert Mallory's injury were owned and/or under the direct and exclusive control of the Defendant, their agents, servants, workmen and/or employees.

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9. Robert Mallory worked for Norfolk in 1988 – 2005. He was employed as a carman. Mr. Mallory's asbestos exposure began in 1988 through 2005, primarily while Robert Mallory worked for Norfolk.

10. Mr. Mallory first worked in Bruester, Ohio where he worked cleaning out box cars and flat cars. He ripped out flooring, walls and ceilings of the cars. He worked in Bruester, Ohio for five years. All of these cars contained exposed asbestos. The site where he worked in Bruester, Ohio was the Mingo Junction.

11. Mr. Mallory was then transferred to Roanoke, Virginia for 18 years from 1988 to 2005. While working for Norfolk in Virginia, Mr. Mallory sprayed pipes with asbestos foam. Pipes caught fire releasing asbestos dust into the air. He worked building built ins on box cars and parts for the railroads. He worked in the paint shop and was exposed to chemicals and asbestos. Mr. Mallory was exposed to extensive asbestos during his employment in Roanoke, Virginia.

12. Mr. Mallory then worked in Harrisburg, Pennsylvania until his retirement.

13. Mr. Mallory was diagnosed with colon cancer in June, 2016.

14. Mr. Mallory's colon cancer was caused in whole or in part by his exposure to asbestos and toxic chemicals at Defendant's sites where he worked.

COUNT I
FELA 45 USC 51 et seq.

15. Mr. Mallory's colon cancer was caused in whole or in part by the negligence, carelessness and recklessness of the Defendant and Defendant's predecessors for failing to provide a safe workplace in which Mr. Peterman was not exposed to asbestos and other toxic chemicals.

16. Defendant failed in providing a safe workplace by:

a) failing to exercise reasonable care to adequately warn Robert Mallory of the risks, dangers and harms to which he was exposed in working with, touching or inhaling toxic fumes, hazardous dusts, substances, solvents and chemicals, including but not

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limited to diesel exhaust, mineral spirits, benzene, perchloroethylene, trichloroethylene, asbestos, sub–turps, naptha, inhibitol, asbestos and trichloroethane;

b) failing to provide Robert Mallory with reasonably safe and sufficient personal safety apparel and equipment including respirators necessary to protect him from being injured, poisoned, disabled, killed or otherwise harmed, by inhaling, working with, using, handling and/or coming in contact with and being exposed to inhalation of toxic fumes, hazardous dusts, substances, solvents and chemicals, including but not limited to diesel exhaust, mineral spirits, benzene, perchloroethylene, trichloroethylene, asbestos, sub–turps, naptha, inhibitol, asbestos and trichloroethane;

c) failing to provide Robert Mallory with a reasonably safe place in which to work by exposing him to toxic fumes, hazardous dusts, substances, solvents and chemicals, including but not limited to diesel exhaust, mineral spirits, benzene, perchloroethylene, trichloroethylene, asbestos, sub–turps, naptha, inhibitol, asbestos and trichloroethane;

d) failing to minimize or eliminate Robert Mallory's exposure to and inhalation of toxic fumes, hazardous dusts, substances, solvents and chemicals, including but not limited to diesel exhaust, mineral spirits, benzene, perchloroethylene, trichloroethylene, asbestos, sub–turps, naptha, inhibitol, asbestos and trichloroethane, while requiring Robert Mallory to work in a building without a ventilation system, exhaust fans, dampening or wetting procedures and other safety procedures recommended by the AAR, OSHA and industrial hygienists;

e) failing to conduct any tests to determine the presence and/or amount of toxic fumes, hazardous dusts, substances, solvents and chemicals, including but not limited to

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diesel exhaust, mineral spirits, benzene, perchloroethylene, trichloroethylene, asbestos, sub–turps, naptha, inhibitol, asbestos and trichloroethane;

f) failing to transfer Robert Mallory from workplaces where he had been exposed to toxic fumes, hazardous dusts, substances, solvents and chemicals, including but not limited to diesel exhaust, mineral spirits, benzene, perchloroethylene, trichloroethylene, asbestos, sub–turps, naptha, inhibitol, asbestos and trichloroethane to other workplaces with no such or lesser exposure;

g) failing to conduct physical examinations of Robert Mallory of such quality as to detect any deleterious effects caused by his exposure to and inhalation of toxic fumes, hazardous dusts, substances, solvents and chemicals, including but not limited to diesel exhaust, mineral spirits, benzene, perchloroethylene, trichloroethylene, asbestos, sub–turps, naptha, inhibitol, asbestos and trichloroethane, so that Robert Mallory, could be advised as to the dangers of such exposures and inhalations and take appropriate safety measures;

h) failing to issue and enforce appropriate safety rules limiting or eliminating exposure to and inhalation of toxic fumes, hazardous dusts, substances, solvents and chemicals, including but not limited to diesel exhaust, mineral spirits, benzene, perchloroethylene, trichloroethylene, asbestos, sub–turps, naptha, inhibitol, asbestos and trichloroethane;

i) failing to properly dispose of the waste material created by the use of hazardous dusts, substances, solvents and chemicals, including but not limited to diesel exhaust, mineral spirits, benzene, perchloroethylene, trichloroethylene, asbestos, sub–turps, naptha, inhibitol, asbestos and trichloroethane;

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j) spray painting over warning labels on the containers of substances, solvents and chemicals, including but not limited to diesel exhaust, mineral spirits, benzene, perchloroethylene, trichloroethylene, asbestos, sub–turps, naptha, inhibitol, asbestos and trichloroethane, before they were released to Robert Mallory and the other workers to prevent them from learning how dangerous the substances were;

k) failing to obey appropriate and applicable federal and state regulations and industrial hygiene recommendations intended to protect Robert Mallory from exposure to and inhalation of toxic fumes, hazardous dusts, substances, solvents and chemicals, including but not limited to diesel exhaust, mineral spirits, benzene, perchloroethylene, trichloroethylene, asbestos, sub–turps, naptha, inhibitol, asbestos and trichloroethane.

17. As a direct result of Defendant's negligence, Plaintiff has colon cancer.

18. As a direct result of the Defendant's negligence, through their agents, servants, workmen and/or employees, the Robert Mallory was unable to attend to his usual duties and occupations, all of which caused substantial financial loss.

19. As a direct result of the Defendant's negligence, through their agents, servants, workmen and/or employees, the Robert Mallory experienced extreme physical pain, suffering, mental suffering, emotional distress, inconvenience, and a loss of enjoyment of life.

20. As a direct result of the Defendant's negligence, the Plaintiff sustained an economic loss due to the loss of Robert Mallory's pension benefits.

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WHEREFORE, the Plaintiff demands judgment against the Defendant in an amount in excess of ONE HUNDRED THOUSAND DOLLARS, ($100,000.00).

LEVIN SEDRAN & BERMAN

Date: September 18, 2017

BY: /s/ Laurence S. Berman
LAURENCE S. BERMAN, ESQUIRE
DANIEL C. LEVIN, ESQUIRE
LUKE T. PEPPER, ESQUIRE
510 Walnut Street, Suite 500
Philadelphia, PA 19102
(215) 592-1500

Counsel for Plaintiff

OF COUNSEL:

RAYMOND P. FORCENO, ESQUIRE

Case ID: 170900569

VERIFICATION

I, Robert Mallory, have read the foregoing. The statements herein are correct to the best of my personal knowledge, information and/or belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S.A. Sec. 4904 relating to unsworn falsification to authorities, which provides that if I knowingly make false averments, I may be subject to criminal penalties.

Robert T Mallory

Date: May - 22 - 2017

Case ID: 170500569

EXHIBIT F

Case ID: 220500559

IN THE FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
PHILADELPHIA COURT OF COMMON PLEAS
TRIAL DIVISION - CIVIL

Filed and Attested by the
Office of Judicial Records
20 DEC 2022 08:52 pm
I. LOWELL

IN RE: PARAQUAT PRODUCTS LIABILITY LITIGATION

MAY TERM, 2022

No. 559

ORDER

AND NOW, this _____ day of _____, 2023, upon consideration of Defendants Syngenta AG and Syngenta Crop Protection, LLC's Preliminary Objections to the Long Form Complaint, their Memorandum of Law in Support, and any response thereto, it is hereby ORDERED that Defendants Syngenta AG and Syngenta Crop Protection, LLC's Preliminary Objections are SUSTAINED. It is further ORDERED that the Long Form Complaint is dismissed.

BY THE COURT:

_____
J.

Case ID: 220500559
Control No.: 22124218

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Counsel for Syngenta AG and Syngenta Crop Protection, LLC

NOTICE TO PLEAD

To: Plaintiffs

You are hereby notified to file a written response to the enclosed Preliminary Objections by January 23, 2023, pursuant to the Court's November 22, 2022 Order or a judgment may be entered against you.

/s/ Candice A. Andalia
Counsel for Syngenta AG and Syngenta Crop Protection, LLC

IN THE FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
PHILADELPHIA COURT OF COMMON PLEAS
TRIAL DIVISION - CIVIL

IN RE: PARAQUAT PRODUCTS LIABILITY LITIGATION	MAY TERM, 2022 No. 559

SYNGENTA AG AND SYNGENTA CROP PROTECTION, LLC'S
PRELIMINARY OBJECTIONS TO THE LONG-FORM COMPLAINT

Pursuant to Pennsylvania Rules of Civil Procedure 237.1, 1006(b), 1018, 1019(a), 1019(b), 1019(f), 1019(h), 1019(i), 1022, 1024, 1028(a)(1), 1028(a)(2), 1028(a)(3), 1028(a)(4), 1028(a)(5), 1032, 1037, 2179(a), 2202, 2204, 2205, and 2228(a), Defendants Syngenta AG and Syngenta Crop Protection, LLC (the "Syngenta Defendants") preliminarily object to the Long-Form Complaint ("Complaint").

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I. INTRODUCTION

The Complaint should be dismissed for several reasons. First, the Court has neither specific nor general personal jurisdiction over the Syngenta Defendants because the Complaint fails to allege that the claims arise out of or relate to the Syngenta Defendants' contacts in Pennsylvania; that the Syngenta Defendants are incorporated in Pennsylvania; that they have consented to the Commonwealth's jurisdiction; or that they have made a home in the Commonwealth. *See* Pa. R. Civ. P. 1028(a)(1). Second, the Court should dismiss the Complaint because, as pleaded, the case has no connection to Philadelphia County. *See id.* at 1028(a)(1)–(2). Third, the claims for breach of implied warranty, loss of consortium, and wrongful death also require dismissal for the independent reason that they suffer from other legal and procedural deficiencies. *See id.* at 1028(a)(2), (4)–(5). Fourth, the Complaint lacks the specificity required by Pennsylvania rules and law. *See id.* at 1028(a)(2)–(4). Finally, the Complaint flouts Pennsylvania's most basic pleading requirements and, at minimum, requires amendment. *See id.* at 1028(a)(2), (4).

II. STATEMENT OF FACTS

A. Background.[1]

1. Paraquat is a chemical compound used in agricultural products that has been registered and sold in the United States since the mid-1960s and is "one of the most widely used herbicides in the U.S."[2]

[1] This short background is intended to provide context about this case's technical and historical subject matter. To the extent there is any disagreement with the particulars of the statements in this section, none are necessary to the arguments for dismissal.

[2] EPA, *Paraquat Interim Registration Review Decision* 10 (Jul. 2021) (*EPA Paraquat ID*), https://www.regulations.gov/document/EPA-HQ-OPP-2011-0855-0307.

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2. Like all pesticides in the United States, the sale, purchase, and use of Paraquat products are subject to U.S. Environmental Protection Agency ("EPA") regulation under the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 *et seq.*

3. Since the late 1970s, Paraquat has been one of many pesticides classified as "restricted use," meaning it is "not available for purchase or use by the general public."[3]

4. Instead, certified applicators are the only persons who may legally purchase Paraquat products. *See* 40 C.F.R. § 152.160(b).

5. Federal regulations require employers to implement certain training and safety measures for any employees that work with restricted-use pesticides. *See* 40 C.F.R. § 170.1 *et seq.*

6. And using a Paraquat product without appropriate training and licensing or in a manner inconsistent with its labeling subjects users to civil and criminal penalties. 7 U.S.C. § 136*l*.

7. As the EPA has emphasized: once approved, "***the label is the law***."[4]

B. <u>Procedural History.</u>

8. On August 6, 2021, the first individual plaintiffs filed suit against the Syngenta Defendants, Chevron, and FMC in the Philadelphia Court of Common Pleas for their manufacturing, marketing, distribution, and sale of Paraquat.

9. They alleged that unspecified Paraquat products caused their Parkinson's disease, or related symptoms. *See* Complaint, *Nemeth, et al. v. Syngenta Crop Protection, LLC, et al.*, Case No. 210800644, Control No. 2108013341 (Pa. Ct. Com. Pl. Phila. Cty. Aug. 6, 2021).

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[3] EPA, *Restricted Use Products (RUP) Report* (updated Oct. 14, 2021), https://www.epa.gov/pesticide-worker-safety/restricted-use-products-rup-report.

[4] EPA, *Pesticide Registration Manual* at 1–2 (rev. Dec. 2016), https://www.epa.gov/sites/default/files/2021-02/documents/full-lrm_2-22-21.pdf (emphasis in original).

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10. Over the next six months, approximately 50 additional plaintiffs, in 13 cases, filed suit against Defendants in the Philadelphia Court of Common Pleas based on similar allegations.

11. On March 8, 2022, certain of those individual plaintiffs petitioned the Court to consolidate the 14 actions and create a Mass Tort Program for all pending and subsequently filed Paraquat cases. *See* Petition to Consolidate, *Lutz v. Syngenta Crop Protection, LLC, et al.*, Case No. 210801388, Control No. 22031747 (Pa. Ct. Com. Pl. Phila. Cty. March 8, 2022).

12. Two months later, on May 12, 2022, the Court severed and dismissed the claims of approximately 45 plaintiffs in pending actions and transferred the remaining cases into a newly created Paraquat Mass Tort Program run by the Court's Complex Litigation Center. *See, e.g.*, Order, *Atkins v. Syngenta, et al.*, Case No. 220301614, Order No. 22030161400016 (Pa. Ct. Com. Pl. Phila. Cty. May 12, 2022); *see also* Order, *In re: Paraquat Products Liability Litigation*, Case No. 220500559, Control No. 22031747 (Pa. Ct. Com. Pl. Phila. Cty. May 11, 2022).

13. This Court subsequently adopted procedures to guide the program and ordered Plaintiffs' counsel to file a Long-Form Complaint to start the proceedings. *See* Case Management Order No. 2, *In re: Paraquat Prod. Liab. Litig.*, No. 559, Control No. 22103584, ¶ 1 (Pa. Ct. Com. Pl. Phila. Cty. Nov. 9, 2022).

14. Plaintiffs' counsel filed the Long-Form Complaint on November 16, 2022. *See* Exhibit A, Long-Form Complaint ("Compl.").

C. <u>The Complaint.</u>

15. As defined in the Complaint, "Plaintiffs are the intended end-users of Paraquat: farmers, agricultural workers, and others who came into contact with small amounts of Paraquat while it was being used for its intended purpose." Compl. ¶ 8.

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16. The Complaint seeks damages related to "neurological injuries" that purportedly include but are not limited to "Parkinson's disease," and certain unidentified "precursor ailments." *Id.* ¶¶ 18(g), 21, 136, 140.

17. The Complaint alleges that those injuries were caused by unnamed "Plaintiffs'" various exposures at unidentified times in unidentified places to unidentified products "containing the active ingredient Paraquat, including, but not limited to, Gramoxone, or any other formulation containing Paraquat." *Id.* ¶¶ 29, 133.

18. The Complaint also avers that a number of foreign corporations (the Syngenta Defendants, their "predecessors-in-interest," certain "other companies," plus Chevron) and one Pennsylvania-based company (FMC) are to blame because they designed, manufactured, registered, formulated, packaged, labeled, promoted, marketed, distributed, and sold "Paraquat" despite its purported toxicity. *E.g.*, *id.* ¶¶ 5–6, 16–17.

19. The Complaint seeks to levy eight causes of action against the Defendants across twenty-three counts: strict products liability design defect (Counts I–III, against each Defendant), strict products liability failure to warn (Counts IV–VI, against each Defendant), negligence (Counts VII–IX, against each Defendant), breach of implied warranty of merchantability (Counts X–XII, against each Defendant), fraud (Counts XIII–XV, against each Defendant), concerted action, aiding-and-abetting fraud (Counts XVI and XVII, against Chevron and FMC), loss of consortium (Counts XVIII–XX, against each Defendant), and wrongful death (Counts XXI–XXIII, against each Defendant).

20. The Syngenta Defendants file these preliminary objections against those claims and ask this Court to dismiss the Complaint.

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III. PRELIMINARY OBJECTIONS TO THE LONG-FORM COMPLAINT

A. Preliminary Objection for Lack of Personal Jurisdiction pursuant to Rule 1028(a)(1).

21. Syngenta Defendants incorporate the preceding paragraphs by reference as if fully set forth herein.

22. The Complaint fails to allege that this Court has personal jurisdiction over them. *See* Pa. R. Civ. P. 1028(a)(1).

23. Pennsylvania courts are limited in their authority to exercise jurisdiction over non-resident defendants. *See Mendel v. Williams*, 53 A.3d 810, 817 (Pa. Super. Ct. 2012). To adjudicate the alleged causes of action against the Syngenta Defendants, this Court must confirm that the "activities" of the Syngenta Defendants in Pennsylvania "give rise to either specific jurisdiction or general jurisdiction." *Id.*

24. Based on the allegations in the Complaint, this Court possesses neither specific nor general jurisdiction over the Syngenta Defendants.

i. The Court Lacks Specific Jurisdiction.

25. The Court lacks specific jurisdiction over the Syngenta Defendants because, as pleaded, the various claims do not arise out of or relate to the Syngenta Defendants' contacts in Pennsylvania.

26. "In order for a Pennsylvania court to exercise personal (specific) jurisdiction over a non-resident defendant, the following two requirements must be met: (1) jurisdiction must be authorized by the Pennsylvania Long-Arm Statute; and (2) the exercise of jurisdiction must comport with constitutional principles of due process." *Seeley v. Caesars Ent. Corp.*, 206 A.3d 1129, 1133 (Pa. Super. Ct. 2019).

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27. In turn, both the Pennsylvania Long-Arm Statute and the Fourteenth Amendment's Due Process Clause require that a plaintiff's cause of action "arise out of or relate to the out-of-state defendant's forum-related contacts[.]" *See, e.g.*, *Bean Sprouts LLC v. LifeCycle Constr. Servs. LLC*, 270 A.3d 1237, at *1241 (Pa. Super. Ct. 2022); *see also* 42 Pa. C.S. § 5322(a) (Pennsylvania Long-Arm Statute listing several bases for specific jurisdiction regarding a plaintiff's "cause of action . . . arising from" a defendant's activity "in this Commonwealth" or from harm caused "in this Commonwealth").

28. Put differently, "[i]n order for a state court to exercise specific jurisdiction," there must exist "an affiliation between the forum and the underlying controversy, principally, an activity or an occurrence that takes place in the forum State and is therefore subject to the State's regulation." *Bristol-Myers Squibb Co. v. Super. Ct. of Cal., S.F. Cty.*, 137 S. Ct. 1773, 1780 (2017) (quotation marks and citation omitted).

29. For example, in *Bristol-Myers Squibb*, the U.S. Supreme Court held that a California state court lacked jurisdiction where the plaintiffs — who claimed that a prescription drug, Plavix, caused them injury — "were not prescribed Plavix in California, did not purchase Plavix in California, did not ingest Plavix in California, and were not injured by Plavix in California." *Id.* at 1781.

30. The Complaint here suffers from the same deficiencies identified in *Bristol-Myers Squibb*: "what is missing . . . is a connection between the forum and the specific claims at issue." *Id.*

31. Simply put, the Complaint provides no allegations relating to whether all the unnamed "Plaintiffs" were specifically given or purchased Paraquat in Pennsylvania, whether they

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were generally exposed to Paraquat in Pennsylvania, or even whether they were injured by Paraquat in Pennsylvania.

32. Because the claims alleged do not, as pleaded, "aris[e] out of or relat[e] to" the Syngenta Defendants' purported contacts in Pennsylvania, this Court lacks specific jurisdiction over the Syngenta Defendants as to all claims. *Bristol-Myers Squibb Co.*, 137 S. Ct. at 1780–81 (alterations in original).

33. The Syngenta Defendants' relationship to Chevron, FMC, or any other entity that might be at home in Pennsylvania does not alter that conclusion.

34. The U.S. Supreme Court has made it abundantly clear that "a defendant's relationship with a . . . third party, standing alone, is an insufficient basis for jurisdiction." *See, e.g.*, *id.* at 1781 (quoting *Walden v. Fiore*, 571 U.S. 277, 286 (2014)).

35. The ambiguous allegation that "[s]everal" but not all "Plaintiffs' exposures to Paraquat designed and manufactured by Syngenta occurred wholly or partly in Pennsylvania," Compl. ¶ 18(g), also fails to move the jurisdictional needle.

36. At best that allegation demonstrates that some of the unnamed "Plaintiffs" ***might*** be able to allege the necessary facts for this Court's exercise of specific jurisdiction over the Syngenta Defendants in a short-form complaint.

37. It does not, however, satisfy the requirement for the exercise of specific jurisdiction at this stage as to all unnamed "Plaintiffs." *See Bristol-Myers Squibb Co.*, 137 S. Ct. at 1781 (noting that specific jurisdiction is not proper over all plaintiffs' claims where it might be proper over some).

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ii. The Court Lacks General Jurisdiction.

38. The Court also lacks general jurisdiction over the Syngenta Defendants because neither company has sufficient contacts with the Commonwealth.

39. In Pennsylvania, courts maintain general jurisdiction over non-resident defendant corporations only where the company: (1) "is incorporated under . . . the laws of th[e] Commonwealth;" (2) "consents" to jurisdiction; or (3) "carries on a continuous and systematic part of its general business within th[e] Commonwealth." *Seeley*, 206 A.3d at 1133 (citing 42 Pa. C.S. § 5301(a)(2)(i-iii)).

40. The Complaint fails to establish that the Syngenta Defendants meet any of the foregoing requirements.

41. First, as the Complaint alleges, neither Syngenta AG nor Syngenta Crop Protection, LLC is incorporated under the laws of Pennsylvania.

42. Syngenta AG is incorporated and headquartered in Basel, Switzerland. *See* Exhibit B, Verification of S. Landsman; *see also* Compl. ¶ 17.

43. And Syngenta Crop Protection, LLC is incorporated in Delaware and headquartered in North Carolina. *See* Exhibit C, Verification of M. Smith; *see also* Compl. ¶ 17.[5]

44. Second, the Complaint's assertion that the Syngenta Defendants have consented to general jurisdiction because they are "registered to do business in Pennsylvania" is false and inconsistent with Pennsylvania law. *See* Compl. ¶¶ 19–20.

[5] The Complaint avers that Syngenta AG accepts service of process via email and cites an order from the MDL court finding email service appropriate there. *See* Compl. ¶ 17. Allegations like this are not relevant to any claim and thus should be stricken as impertinent. *See* Pa. R. Civ. P. 1028(a)(2). Additionally, the allegation is not accurate or complete as written. Syngenta AG accepts service of process via email only where Syngenta Crop Protection, LLC has been properly served. *See* Exhibit B.

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45. To begin, at least one of the Syngenta Defendants (Syngenta AG) is not even registered to do business in Pennsylvania. *See* Exhibit B.

46. Moreover, the Pennsylvania Supreme Court held just last year that a corporation's registration to do business in the Commonwealth "does ***not*** constitute voluntary consent to general personal jurisdiction." *See Mallory v. Norfolk S. Ry. Co.*, 266 A.3d 542, 547 (Pa. 2021), *cert. granted*, 142 S.Ct. 2646 (Apr. 25, 2022) (emphasis added).

47. In *Mallory*, the plaintiff filed suit against a Virginia Corporation, alleging — just as Plaintiffs do here — that "a foreign corporation's registration to do business in the Commonwealth" provided the Pennsylvania courts with "general personal jurisdiction" over the corporation. *Id.* at 546–47.

48. The plaintiff sought refuge for that position under 42 Pa. C.S. § 5301, which then permitted "tribunals" of the Commonwealth to "exercise general personal jurisdiction" over "foreign corporations" registered to do business in Pennsylvania. *Id.* § 5301(a)(2).

49. But the *Mallory* Court found that the statutory scheme violated the U.S. Constitution. The scheme "violate[d] due process to the extent it allow[ed] for general jurisdiction over foreign corporations, absent affiliations within the state that are so continuous and systematic as to render the foreign corporation essentially at home in Pennsylvania." *Mallory*, 266 A.3d at 547.

50. The Court stated in the clearest terms that the Commonwealth's "registration requirement ***does not*** constitute . . . consent to general personal jurisdiction." *Id.* at 547–556, 564–571 (citing, *inter alia*, *Daimler AG v. Bauman*, 571 U.S. 117 (2014) and *Goodyear Dunlop Tires Operations, S.A. v. Brown,* 564 U.S. 915 (2011)) (emphasis added).

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51. This Court is bound by that determination.[6]

52. Third and finally, the Syngenta Defendants' affiliation with Pennsylvania is not sufficiently "continuous and systematic" to support this Court's exercise of general jurisdiction. *See Seeley*, 206 A.3d at 1133.

53. To meet that standard of jurisdictional conduct, a foreign corporation's in-state operations must be so "constant and pervasive 'as to render [it] essentially at home'" in the Commonwealth. *Daimler AG v. Bauman*, 571 U.S. 117, 122 (2014) (quoting *Goodyear*, 564 U.S. at 919).

54. This jurisdictional hook is difficult to satisfy and is reserved for only "exceptional" cases. *Id.* at 139 n.19; *see also Mendel*, 53 A.3d at 817 (noting how few cases satisfy the "continuous and systemic" criteria for general jurisdiction).

55. This case is not exceptional. The "textbook case of general jurisdiction appropriately exercised over a foreign corporation" and one against which all other "exceptional"

[6] The Complaint's further allegation that "Syngenta consented to this Court's personal jurisdiction in cases consolidated into the Mass Tort Program," Compl. ¶ 22, is plain wrong. The two cases cited — *Lutz*, Civil Action No. 2108-01388, Control No. 21103272 and *Strawser*, Civil Action No. 2108-02512, Control No. 21103256 — involved individual plaintiffs whose causes of action arose in Pennsylvania, and so the Court appeared to have specific personal jurisdiction over their claims. The Court's general jurisdiction was not at issue, nor was Syngenta AG a defendant in those cases. The Syngenta Defendants have not consented to this Court's exercise of general jurisdiction in all cases — particularly those brought by out-of-state plaintiffs — by virtue of Syngenta Crop Protection, LLC's decisions to not object to the Court's exercise of general jurisdiction in two cases (where it appeared to have specific jurisdiction) filed before the Mass Tort Program was created.

Moreover, this Court recently dismissed all of Syngenta's previously filed preliminary objections without prejudice. *See* Case Management Order No. 3, Ex. A, *In re: Paraquat Prod. Liab. Litig.*, No. 559 (Pa. Ct. Com. Pl. Phila. Cty. Nov. 30, 2022). The Syngenta Defendants' current set of preliminary objections is controlling over all cases in the Mass Tort Program. *Id.*

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cases should be measured is *Perkins v. Benguet Consolidated Mining Company*, 342 U.S. 437 (1952). *See Daimler*, 571 U.S. at 129 & n.19; *Mendel*, 53 A.3d at 818.

56. There, a non-resident corporation was considered "at home" in Ohio only because the company's activities were "directed by the company's president from within Ohio." *Daimler*, 571 U.S. at 130 n.8 (recollecting *Perkins*). From his primary office in the state, the president held corporate meetings, kept important company files, paid employee salaries, and supervised all company operations. *Perkins*, 342 U.S. at 447–48; *Mendel*, 53 A.3d at 818–19 (noting the same).

57. What was true in *Perkins* is not true here. To be sure, the Complaint alleges that the Syngenta Defendants have conducted "activities in Pennsylvania . . . entered into contracts with Pennsylvania-domiciled corporations" and marketed and sold "Paraquat to Pennsylvania distributors and end-users[.]" Compl. ¶¶ 18, 59, 67, 70, 76–77.

58. But those allegations, even if true, are insufficient to demonstrate that the Syngenta Defendants are currently "at home" in Pennsylvania.

59. In contrast to *Perkins*, the Complaint here does not allege that either Syngenta AG or Syngenta Crop Protection, LLC's operations are directed from within the Commonwealth. *See Daimler*, 571 U.S. at 130 n.8.

60. Nor does it allege that either company holds important meetings in the Commonwealth, or that any one of their executives have offices here. *See Perkins*, 342 U.S. at 447–48.

61. Without those kinds of specific allegations regarding the extent of the Syngenta Defendants' alleged business in Pennsylvania, the Complaint fails to plead that either Syngenta AG or Syngenta Corp Protection, LLC's operations in Pennsylvania are sufficiently exceptional.

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62. Accordingly, unlike the defendant in *Perkins*, the alleged contacts of the Syngenta Defendants (as pleaded) are ***not*** "so substantial and of such a nature as to render the corporation at home in that State." *Daimler*, 571 U.S. at 139 n.19.

63. At most, the general allegations in the Complaint suggest that the Syngenta Defendants might have ***some*** regular contact with the Commonwealth.

64. But a corporation's regular business in a state does not establish general jurisdiction — "[a] corporation that operates in many places can scarcely be deemed at home in all of them." *Id*. at 139 n.20. To hold otherwise would be to flout binding precedent from the Commonwealth's highest judicial authority.

65. In *Mallory*, the Pennsylvania Supreme Court confirmed that "a state cannot claim, consistent with due process, general jurisdiction over every corporation doing business within its borders." 266 A.3d at 570.

66. Numerous decisions from the U.S. Supreme Court confirm that understanding of the law. *See, e.g.*, *Goodyear*, 564 U.S. at 926–29 (explaining that a non-resident corporation was not at home in North Carolina simply because its products were distributed to the state); *BNSF Ry. Co. v. Tyrrell*, 137 S. Ct. 1549, 1554, 1559 (2017) (holding that defendant's 24 facilities, 2,100 workers, and earnings, amounting to 10% of total revenue, in Montana, was not enough for general jurisdiction).

67. To the extent the Complaint states that either Syngenta Defendant is "at home" in Pennsylvania because of its connection to a third party who might be at home in the Commonwealth — like Chevron, FMC, or some other corporation, *see* Compl. ¶ 18 — that is incorrect.

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68. "[A] defendant's relationship with a . . . third party, standing alone, is an insufficient basis for jurisdiction." *See Bristol-Myers Squibb Co.*, 137 S. Ct. at 1781 (quoting *Walden*, 571 U.S. at 286); *see also Mendel*, 53 A.3d at 820 (mentioning that business agreements with third parties do not establish general jurisdiction).

69. The final allegation in the Complaint on this front — simply that "Syngenta was essentially at home in Pennsylvania," Compl. ¶ 20 — is conclusory, and otherwise framed in the past tense, so it too cannot serve as a basis for general jurisdiction. *See, e.g.*, *Falsetti v. Loc. Union No. 2026, United Mine Workers of Am.*, 161 A.2d 882, 892 (1960) (noting that conclusory allegations from "the pleader" are "insufficient to support jurisdiction"); *see also, e.g.*, *Navarro Sav. Ass'n v. Lee*, 446 U.S. 458, 459 n.1 (1980) ("Jurisdiction turns on the facts existing ***at the time the suit commenced***") (emphases added).

WHEREFORE, Syngenta Defendants respectfully request that the Court sustain the Syngenta Defendants' preliminary objection for lack of specific and general personal jurisdiction under Rule 1028(a)(1), or, at a minimum, order limited discovery on any disputed issues of fact arising from the pleadings and place the burden on the Plaintiffs to establish jurisdiction. [7]

B. Preliminary Objection for Improper Venue and Failure to Conform to Law or Rule of Court Pursuant to Rules 1028(a)(1) and 1028(a)(2).

70. Syngenta Defendants incorporate the preceding paragraphs by reference as if fully set forth herein.

71. Dismissal is also warranted because venue is improper in Philadelphia County.

[7] In the alternative, the Court should state in its order that a "substantial issue" of personal jurisdiction has been presented, so as to allow for an immediate appeal as of right. *See* Pa. R. App. P. 311(b)(2); *see also J.S. v. R.S.S.*, 231 A.3d 942, 945 n.1 (Pa. Super. Ct. 2020) (detailing similar request).

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72. The facts alleged in the Complaint lack the requisite Philadelphia County connections to satisfy statutory venue requirements and otherwise comply with court rules. *See* Pa. R. Civ. P. 1028(a)(1)–(2).

73. According to Pennsylvania Rule 1006, actions against corporate defendants "may be brought in and only in the counties designated by . . . Rule 2179." Pa. R. Civ. P. 1006(b).

74. Rule 2179 provides:

> [A] personal action against a corporation . . . may be brought in and only in (1) the county where its registered office or principal place of business is located; (2) a county where it regularly conducts business; (3) the county where the cause of action arose; (4) a county where a transaction or occurrence took place out of which the cause of action arose, or (5) a county where the property or a part of the property which is the subject matter of the action is located provided that equitable relief is sought with respect to the property.

Pa. R. Civ. P. 2179(a).

75. Venue is assessed "at the time the suit is initiated." *Zappala v. Brandolini Prop. Mgt., Inc.*, 909 A.2d 1272, 1281 (Pa. 2006).

76. Philadelphia County does not meet any of those criteria. As discussed, — and confirmed in the Complaint, *see* Compl, ¶ 17 — neither Syngenta Defendants have their principal place of business in Philadelphia County, or any other county in Pennsylvania for that matter. *See* Exhibit B, C; Pa. R. Civ. P. 2179(a)(1).

77. They also have no registered offices or employees in Philadelphia County. *See* Exhibits B, C; *see also, e.g.*, *Abdelaziz v. B. Braun Med. Inc.*, 262 A.3d 460, 2021 WL 3358760, at *5 (Pa. Super. Ct. Aug. 3, 2021) (unpublished memorandum opinion) (venue improper where corporation "ha[d] no office or other facility in Philadelphia"); *Goodman v. Fonslick*, 844 A.2d 1252, 1253 (Pa. Super. Ct. 2004) (venue improper in case against out-of-county hospital with no offices in Philadelphia); *Battuello v. Camelback Ski Corp.*, 598 A.2d 1027, 1028 (Pa. Super. Ct.

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1991) (affirming order sustaining venue objections by defendant that does "not have an office or any employees in Philadelphia").

78. Additionally, the Complaint lacks ***any*** allegation that the Syngenta Defendants regularly conduct business in Philadelphia County. *See* Pa. Civ. P. 2179(a)(2); *see also* Compl. ¶¶ 11–22 (alleging only that at some unidentified time, the Syngenta Defendants produced, sold, marketed, and promoted unnamed Paraquat products in "Pennsylvania" not in Philadelphia County).

79. There is also no specific allegation in the Complaint that any of the causes of action arose out of Philadelphia County, or that even a single transaction or occurrence took place in Philadelphia County out of which any cause of action arose. *See* Pa. Civ. P. 2179(a)(3), (4); *see also* Compl. ¶¶ 11–22 (alleging only that "[s]everal Plaintiffs' exposure to Paraquat" and "treatment for their resulting neurological damage . . . occurred wholly or partly in Pennsylvania" not in Philadelphia County).

80. In particular, there are no Plaintiffs named who live in Philadelphia County, *see, e.g.*, Compl. ¶¶ 132–34, 160, 169, 178, no allegations of injury in Philadelphia County, *see, e.g.*, *id.* ¶¶ 136, 140, 159, 168, 177, and no alleged products that were manufactured, sold, or used in Philadelphia County, *see, e.g.*, *id.* ¶¶ 158, 164, 167, 173–74, 176, 182.

81. And of course, this suit is not the subject of any property dispute within Philadelphia County. *See* Pa. Civ. P. 2179(a)(5).

82. At bottom, the Complaint fails to allege that venue is proper based on any Syngenta-related conduct in Philadelphia County.

83. The attempt to assert venue based on Chevron's alleged presence in Philadelphia County fares no better. *See* Compl. ¶¶ 18, 25.

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84. Of course, "an action to enforce a joint or joint and several liability against two or more defendants . . . may be brought against all defendants in any county in which the venue may be laid against any one of the defendants." Pa. R. Civ. P. 1006(c).

85. But Chevron lacks the necessary connections with the forum to support venue here. *See* Mem. in Supp. of Chevron U.S.A. Inc.'s Prelim. Objs to Plaintiffs' Compl. § IV. B.

86. Likewise, the allegations against FMC cannot serve as the basis for venue, notwithstanding that FMC is headquartered in Philadelphia. *See* Compl. ¶¶ 18, 27.

87. FMC has objected to the Complaint because it is improperly pleaded and legally insufficient. *See* Mem. in Supp. of FMC Corp.'s Prelim. Objs to Plaintiffs' Compl. § IV.

88. Were this Court to sustain those objections, FMC's Philadelphia headquarters would be irrelevant to the Court's venue determination.

WHEREFORE, Syngenta Defendants respectfully request that the Court sustain the venue objections of both the Syngenta Defendants and Chevron under Rules 1028(a)(1) and (2), 1006(b), and 2179(a), or, at the very least, order limited discovery on any disputed issues of fact arising from the pleadings and place the burden on the Plaintiffs to establish venue.[8]

C. Preliminary Objection for Failure to Conform to Law or Rule of Court, Failure to State a Claim, Lack of Capacity to Sue, and Nonjoinder of a Necessary Party Pursuant to Rules 1028(a)(2), 1028(a)(4), and 1028(a)(5).

89. Syngenta Defendants incorporate the preceding paragraphs by reference as if fully set forth herein.

90. In addition to the Complaint's failure to demonstrate jurisdiction and venue, claims for breach of implied warranty, loss of consortium, and wrongful death are improperly pleaded

[8] In the alternative, the Court should state in its order that a "substantial issue" of venue has been presented, so as to allow for an immediate appeal as of right. *See* Pa. R. App. P. 311(b)(2); *see also J.S. v. R.S.S.*, 231 A.3d 942, 945 n.1 (Pa. Super. Ct. 2020) (detailing similar request).

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under Pennsylvania rules and law. *See* Pa. R. Civ. P. 1028(a)(2), (4) (preliminary objections for failure to "conform to law or rule of court" and for "legal insufficiency"); *see also id.* at 1028(a)(5) (preliminary objection for "lack of capacity to sue" and "nonjoinder of a necessary party").[9]

i. The Complaint Fails to Plead Pre-Suit Notice in Support of the Breach of Implied Warranty Claims.

91. The Complaint fails to conform its breach of implied warranty allegations with Pennsylvania's Commercial Code, which requires that a plaintiff "must within a reasonable time after he discovers or should have discovered any breach notify the seller of breach." 13 Pa. C.S. § 2607(c)(1); *see* Pa. R. Civ. P. 1028(a)(4).

92. "[T]he purpose of notification under § 2607(c) is to allow the seller an opportunity to resolve the dispute regarding an alleged breach" before a lawsuit is filed. *Am. Fed'n of State Cty. & Mun. Emps. v. Ortho-McNeil-Janssen Pharm.*, No. 08-cv-5904, 2010 WL 891150, at *6 (E.D. Pa. Mar. 11, 2010).

93. Put differently, statutorily required notice "gives the manufacturer the opportunity to cure the defect, settle the claim through negotiation, and gather information that may assist in defending the claim." *Beneficial Com. Corp. v. Brueck*, 23 Pa. D. & C.3d 34, 37 (Pa. Ct. Com. Pl. Allegheny Cty. Aug., 10, 1982).

94. Because "reasonable notification is a condition precedent to recovery, . . . the claimant has the burden of pleading compliance with Section 2607(c)'s requirements." *Id.* at 40;

[9] The Complaint does not provide sufficient detail to confirm what state law might apply to the causes of action therein. *See* Compl. ¶ 18(g) (vaguely noting that "[s]everal" but not all "Plaintiffs' exposures to Paraquat" and "treatment for their resulting neurological damage . . . occurred wholly or partly in Pennsylvania"). For purposes of these preliminary objections, and out of an abundance of caution, the Syngenta Defendants object based on Pennsylvania law to the extent it applies here. The Syngenta Defendants reserve the right to file further objections to the extent that future pleadings demonstrate that Pennsylvania law is not applicable to certain plaintiffs.

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see also Samuel-Bassett v. Kia Motors Am., Inc., 34 A.3d 1, 35 (Pa. 2011) (Pennsylvania plaintiffs bear the burden of complying with § 2607(c)(1)'s notice requirement).

95. If the notice requirement is not satisfied, a plaintiff is "barred from any remedy." 13 Pa. Cons. Stat. § 2607(c)(1).

96. Here, the Complaint simply fails to aver that any of the unnamed "Plaintiffs" notified the Syngenta Defendants of any alleged breach of warranty. *See, e.g.*, Compl. ¶¶ 229–34 (breach of implied warranty allegations).

97. The Court must therefore dismiss those claims. *See, e.g.*, *See Ortho-McNeil-Janssen Pharm., Inc.*, 2010 WL 891150, at *7 (a warranty plaintiff "must . . . plead, at a minimum, . . . that it provided reasonable notification in order to state a viable claim for recovery"); *Schmidt v. Ford Motor Co.*, 972 F. Supp. 2d 712, 719 (E.D. Pa. 2013) (dismissing warranty claims of plaintiffs who "failed to allege that they provided pre-suit notice to Defendant of any alleged defect").

ii. The Unnamed Plaintiffs Lack Capacity to Sue for Loss of Consortium.

98. The claim for loss of consortium is also legally insufficient, as pleaded, because the unnamed group of "Plaintiffs" in the Complaint lack the capacity to bring such a claim on their own. *See* Pa. R. Civ. P. 1028(a)(2), (4), (5).

99. Under Pennsylvania Rule 2228, if "an injury, not resulting in death," like loss of consortium, "is inflicted upon the person of a husband or a wife, and causes of action therefor accrue to both, they shall be enforced in one action brought by the husband and the wife." Pa. R. Civ. P. 2228(a).

100. Accordingly, the spouse of a plaintiff who has suffered certain harm must be joined in an action for loss of consortium for that claim to proceed; the injured plaintiff cannot otherwise maintain the action alone. *See id.*; *see also Laidlaw v. Converge Midatlantic*, 66 Pa. D. & C. 5th

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358, 2017 WL 11657168, at *27 (Pa. Ct. Com. Pl. Phila. Cty. July 19, 2017) (emphasizing that plaintiff was "without standing to bring any claim for alleged exploitation or harm to" his spouse where she was "not a party" to the lawsuit); *Koenig v. Progressive Ins. Co.*, 599 A.2d 690, 691 (Pa. 1991) ("loss of consortium" is "a separate and independent injury suffered by the spouse of an injured party for which separate recovery may be had").

101. As pleaded, the Complaint comes up short in that regard, and so requires dismissal. *See Keller v. Scranton City Treasurer*, 29 A.3d 436, 441 n.9 (Pa. Commw. Ct. 2011) ("Failure to join an indispensable party is an authorized preliminary objection"); *see also* Pa. R. Civ. P. 1028(a)(2); *id.* at 1028(a)(5).

102. The Complaint describes the unnamed "Plaintiffs" as "the intended end-users of Paraquat: farmers, agricultural workers, and others who came into contact with small amounts of Paraquat while it was being used for its intended purpose." Compl. ¶ 8.

103. On the face of the Complaint, that group of "Plaintiffs" does not include the spouses of any intended end-user of Paraquat.

104. Thus, the asserted claim for loss of consortium violates Pennsylvania's procedural joinder requirements, *see* Pa. R. Civ. P. 2228(a), and Pennsylvania law regarding who has capacity to bring a claim for loss of consortium, *see Koenig*, 599 A.2d at 691.

105. If the Complaint cannot be amended to fix those violations, the Court "shall dismiss the action" for loss of consortium. *See* Pa. R. Civ. P. 1032.

106. Further, if the standalone claims for loss of consortium are based on the wrongful death of "the intended end-users of Paraquat," Compl. ¶ 8, the Court must dismiss them with prejudice.

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107. "[I]n wrongful death actions loss of consortium cannot be alleged as a separate cause of action" because in that context, "the loss of consortium claim is only an element of damages." *See Machado v. Kunkel*, 804 A.2d 1238, 1251 (Pa. Super. Ct. 2002).

iii. The Unnamed Plaintiffs Lack Capacity to Sue for Wrongful Death.

108. The claims for wrongful death meets the same fate as those for loss of consortium, and for similar reasons. *See* Pa. R. Civ. P. 1028(a)(2), (4), (5).

109. Under Pennsylvania Rule 2202, "an action for wrongful death shall be brought only by the personal representative of the decedent for the benefit of those persons entitled by law to recover damages for such wrongful death." Pa. R. Civ. P. 2202(a); *Rickard v. Am. Nat'l Prop. & Cas. Co.*, 173 A.3d 299, 305–06 (Pa. Super. Ct. 2017) (confirming that wrongful death actions "belong to the decedent's beneficiaries as opposed to the deceased individual") (citation omitted).

110. Under Rule 2204, "the initial pleading of the plaintiff in an action for wrongful death" must include various allegations, including: "the plaintiff's relationship to the decedent, the plaintiff's right to bring the action, the names and last known residence addresses of all persons entitled by law to recover damages, their relationship to the decedent and that the action was brought in their behalf." Pa. R. Civ. P. 2204.

111. And under Rule 2205, a wrongful death plaintiff must "give notice" of suit "by registered mail or in such other manner as the court shall direct" to "each person entitled by law to recover damages in the action[.]" *Id.* at 2205.

112. The allegations in the Complaint fail to comport with the foregoing rules and thus the claims for wrongful death require dismissal. *See* Pa. R. Civ. P. 1028(a)(2), (4), (5).

113. Because the Complaint alleges that "Plaintiffs are the intended end-users of Paraquat," Compl. ¶ 8, "Plaintiffs," do not, by definition, include the personal representatives of any purported decedent; the group includes only those users of Paraquat who have passed on.

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114. But those unknown plaintiff-decedents cannot file suit for wrongful death — that claim "belong[s] to the decedent's beneficiaries" alone. *See Rickard*, 173 A.3d at 305.

115. The lack of any personal representative is a clear violation of Rule 2202 and demonstrates that the unnamed group of "Plaintiffs" in the Complaint lack capacity to assert claims for wrongful death. *See* Pa. R. Civ. P. 2202(a); Pa. R. Civ. P. 1028(a)(2), (5).

116. The Complaint also fails to include the specific allegations required by Rule 2204 and 2205.

117. While it generally alleges that "representative survivors have suffered pain" and "incurred expenses" and "the loss of love," Compl. ¶¶ 296–98, the Complaint does not identify the personal representatives' "relationship[s] to the decedent[s]," or their "right to bring the action[.]" *See* Pa. R. Civ. P. 2204.

118. Nor does the Complaint identify the names, residences, relations, or rights of others "entitled . . . to recover" for wrongful death, or allege that notice has been provided in accordance with Rule 2205. *Id.*

119. Those failures require dismissal. *See, e.g.*, *White v. Pocono Psychiatric Assocs*., 36 Pa. D. & C.5th 424, 423–33 (Pa. Ct. Com. Pl. Monroe Cty. Feb. 26, 2014) (sustaining "valid objections" that plaintiff's complaint failed to comport with Rules 2204 and 2205); *see also* Pa. R. Civ. P. 1028(a)(2), (4), (5).

WHEREFORE, Syngenta Defendants respectfully request that the Court sustain the Syngenta Defendants' preliminary objections and dismiss the Complaint pursuant to Pa. R. Civ. P. 1028(a)(2), (4), and (5).

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D. Preliminary Objection for Lack of Specificity, Failure to Conform to Law or Rule of Court, Failure to State a Claim, and Lack of Capacity to Sue Pursuant to Rules 1028(a)(2), 1028(a)(3), 1028(a)(4), and 1028(a)(5).

120. Syngenta Defendants incorporate the preceding paragraphs by reference as if fully set forth herein.

121. The Complaint must be dismissed for another, independent reason: it is replete with boilerplate allegations that lack the specificity needed to satisfy Pennsylvania's fact-pleading standard.

122. "It is well-established that a plaintiff must provide sufficient factual averments in his o[r] her complaint to sustain a cause of action." *Feingold v. Hendrzak*, 15 A.3d 937, 942 (Pa. Super. Ct. 2011); *see also* Pa. R. Civ. P. § 1028(a)(3) (providing for objections to a pleading based on "insufficient specificity").

123. "Pennsylvania is a fact-pleading state" and so "a complaint must not only give the defendant notice of what the plaintiff's claim is and the grounds upon which it rests, but the complaint must also formulate the issues by summarizing those facts essential to support the claim." *E.g.*, *Foster v. UPMC S. Side Hosp.*, 2 A.3d 655, 666 (Pa. Super. Ct. 2010) (marks and citation omitted); *Estate of Swift v. Ne. Hosp. of Phila.*, 690 A.2d 719, 723 (Pa. Super. Ct. 1997) ("[P]leadings must define the issues and thus every act or performance essential to that end must be set forth in the complaint.") (citation omitted).

124. "In order to survive a preliminary objection, the petitioner must allege . . . specific facts; mere conclusory allegations in the pleadings without supporting factual allegations are not sufficient." *Dorfman v. Pa. Soc. Servs. Union-Local 668 of Serv. Emps. Int'l Union*, 752 A.2d 933, 936 (Pa. Commw. Ct. 2000).

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125. The Complaint's allegations fall short of that standard and also violate several Pennsylvania rules that require specificity in pleadings. *See* Pa. R. Civ. P. 1028(a)(2), (3).

126. The Complaint includes various open-ended and ambiguous allegations regarding the products "Plaintiffs" used, their Paraquat exposure, and their injuries, all in violation of Rules 1028(a)(3) and 1019(a).

127. It also fails to include sufficient information about product names or relevant dates and times of alleged use, and lacks necessary detail concerning the request for special damages, in violation of Rule 1028(a)(3), (4) and 1019(f).

128. Problematic too is the Complaint's continued reference to Defendants in the collective form.

129. And finally, the allegations offered in support of the fraud claim are devoid of the particularity required by Rule 1019(b), as is the Complaint's bald demand for sanctions for Defendants' purported destruction of evidence. *See* Pa. R. Civ. P. 1028(a)(2)–(4).

i. The Complaint Includes Ambiguous Open-Ended Allegations.

130. To start, the open-ended allegations in the Complaint flout the clear pleading instructions from the Pennsylvania courts. *See* Pa. R. Civ. P. 1028(a)(3).

131. According to those instructions, "open-ended" pleadings "state[] no claim whatsoever"; instead, they "act as an open door for an unlimited amount of future claims to be introduced by the plaintiff, by ambush, at a later date." *Grudis v. Roaring Brook Twp.*, 16 Pa. D. & C.5th 468, 478 (Pa. Ct. Com. Pl. Lackawanna Cty. Aug. 30, 2010).

132. In particular, courts in this jurisdiction have repeatedly warned, that "catch-all" allegations belong nowhere in Pennsylvania complaints. *See, e.g.*, *Kapacs v. Martin*, 81 Pa. D. & C.4th 509, 520 (Pa. Ct. Com. Pl. Lackawanna Cty. June 6, 2006); *see also Latniak v. Von Koch*, 70 Pa. D. & C.4th 489, 495–96 (Pa. Ct. Com. Pl. Lackawanna Cty. Dec. 1, 2004) (same); *Boyd v.*

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Somerset Hosp., 24 Pa. D. & C.4th 564, 567–68 (Pa. Ct. Com. Pl. Somerset Cty. Sept. 28, 1993) (same).

133. The Complaint is littered with overbroad, "catch-all" allegations. When it comes to identifying the products that form the basis for their various causes of action, the Complaint states only that the unnamed group of "Plaintiffs" were harmed by "***all*** formulations of products containing the active ingredient Paraquat, ***including, but not limited to***, Gramoxone, ***or any other formulation*** containing Paraquat." Compl. ¶ 29 (emphases added).

134. As to the means of Paraquat exposure, the Complaint alleges that they "mixed, loaded, or applied" the herbicide, but that the "Plaintiffs" also "came into contact with Paraquat in other circumstance, ***including*** on Plaintiffs' skin and clothes, through inhalation, when cleaning equipment or other surfaces . . . ***or through other means of contact***." *Id.* ¶ 133 (emphases added).

135. The Complaint employs similarly broad language to describe alleged injuries, stating that "each Plaintiff has suffered neurological injuries, ***including but not limited to*** Parkinson's disease," and certain "precursor ailments" that are left entirely unspecified.[10] *See, e.g.*, Compl. ¶¶ 8, 18(g), 21, 136, 140–41.

136. Those many allegations make use of different "catch-all" phrases that provide "far too much latitude to include activities and allegations not previously pled in this matter at some

[10] On this front, the Complaint pleads that "many" of the unnamed "Plaintiffs" "do not yet have a Parkinson's disease diagnosis" or injury, but rather that they suffer from a "precursor ailment." *E.g.*, Compl. ¶¶ 136, 163, 165, 190, 212, 234. There are, however, no allegations surrounding what precursor ailment some un-numbered and unidentified sub-set of "Plaintiffs" suffer from. The Court should strike the inclusion of precursor ailments from the Complaint, or demand that the phrase be defined to include specific injuries. *Cf.*, *Garcia v. Cmty. Legal Servs. Corp.*, 524 A.2d 980, 986 (Pa. Super. Ct. 1987) ("In the absence of actual injury, a litigant is not entitled to bring a tort action.").

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later point in the litigation to the detriment of the [D]efendants[.]" *Kapacs*, 81 Pa. D. & C.4th at 520.

137. Accordingly, the allegations are "insufficient" under Pennsylvania's fact-pleading standard and must be repleaded or stricken from the Complaint. *Id.* (striking plaintiff's use of "catch-all" phrases like, "including but not limited to" because they impair the defendants "ability to properly defend the alleged accusations"); *Grudis*, 16 Pa. D. & C.5th at 478 (sustaining preliminary objection for lack of specificity because plaintiff's use of "[t]he phrase 'but are not limited to the following' . . . is too vague and ambiguous to give any reasonable notice to defendant as to what is included but 'not limited'."); *see also* Pa. R. Civ. P. 1028(a)(3).

ii. The Complaint Fails to Identify the Products that Allegedly Caused Injury.

138. Another glaring insufficiency in the Complaint is the lack of product identification. *See* Pa. R. Civ. P. 1028(a)(2)–(4).

139. That failure violates Rule 1019(a), which requires that complaints allege all "[t]he material facts on which a cause of action . . . is based." Pa. R. Civ. P. 1019(a).

140. In accordance with Rule 1019(a), a plaintiff must set forth all the facts necessary to "apprise the defendant of the nature and extent of the plaintiff's claim so that the defendant has notice of what the plaintiff intends to prove at trial and may prepare to meet such proof with his own evidence." *Oliver v. Gasdik*, 236 A.3d 1107, 2020 WL 1903952, at *7 (Pa. Super. Ct. 2020) (unpublished memorandum opinion) (marks and citation omitted).

141. Here, each of the claims requires identification of the allegedly harmful products. For example, to establish a cause of action for strict products liability based on a design defect, a plaintiff must point to a "product [that] was defective[.]" *Behrens v. Arconic, Inc.*, 429 F. Supp. 3d 43, 52 (E.D. Pa. 2019).

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142. And with respect to the negligence claim, "the general rule requir[es] identification of [the defendant] as the manufacturer or seller of the particular offending product[.]" *Cummins v. Firestone Tire & Rubber Co.*, 495 A.2d 963, 967–68 (Pa. Super. Ct. 1985) (citing *Hamil v. Bashline*, 392 A.2d 1280 (Pa. 1978)).

143. The same is true, unsurprisingly, for any claim based on product liability. *See Toth v. Econ. Forms Corp.*, 571 A.2d 420, 422 (Pa. Super. Ct. 1990) ("In order for liability to attach in a products liability action . . . , the plaintiff must show the injuries suffered were caused by a product of the particular manufacturer or supplier." (citing *Eckenrod v. GAF Corp.*, 544 A.2d 50, 52 (Pa. Super. Ct. 1988))); *Klein v. Council of Chem. Ass'ns*, 587 F. Supp. 213, 221 (E.D. Pa. 1984) (strict liability and breach of implied warranty).

144. The Complaint names one product, "Gramoxone," and generally references "all" or "any other" product "containing the active ingredient Paraquat." *See* Compl ¶ 29.

145. Such allegations are insufficient to put each Defendant on notice as to the relevant ***product*** liability claims.

146. The inclusion of unidentified "surfactants," "other chemicals," and "technical" or "consumer-ready Paraquat" in the Complaint's generic product description creates even more confusion. *See id.* ¶¶ 23, 35, 54, 56, 68–69 71, 73–75, 105, 111, 132, 140.

147. By failing to identify the actual products that purportedly caused them harm, the Complaint omits material facts in violation of Rule 1019(a), 1028(a)(2), 1028(a)(3), and 1028(a)(4).

iii. The Complaint Lacks Specific Averments of Time, Place, and Special Damages.

148. The Complaint's allegations are also missing other vital elements. *See* Pa. R. Civ. P. 1028(a)(2), (3), (5).

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149. Under Rule 1019(f), pleadings must contain "averments of time, place and items of special damage" that are "specifically stated."

150. The purpose of that rule is to ensure that the complaint "apprise[s] the defendant of the nature and extent of the plaintiff's claim so that the defendant has notice of what the plaintiff intends to prove at trial and may prepare to meet such proof with his own evidence." *See Oliver*, 2020 WL 1903952, at *8 (marks and citation omitted).

151. Here, many of the allegations regarding the timing and place of Defendants' allegedly tortious conduct are exceedingly broad.

152. For example, the Complaint avers that at "all relevant times" each Defendant "maintained active control of Paraquat production and sale" Compl. ¶¶ 18–20; at "all relevant times Syngenta engaged in the business of designing, manufacturing, distributing, formulating, and selling Paraquat," *id.* ¶ 230; at "all relevant times, Syngenta designed, manufactured, distributed, and sold Paraquat for use in Pennsylvania and nationally," *id.* ¶ 231; "at all relevant times, Syngenta" has "made misstatements concerning the safety of Paraquat," *id.* 249; and at "all relevant times, it was reasonably foreseeable to Defendants that Paraquat would cause Plaintiffs' injuries," *id.* ¶ 9.

153. Yet, the Complaint nowhere defines what the "relevant" time period is and, so the Syngenta Defendants are unable to mount a proper defense because they are without notice as to what transactions or occurrences might be at issue in this suit. *See Oliver*, 2020 WL 1903952, at *8.[11]

[11] Plaintiffs include a smattering of dates relating to purported Paraquat studies conducted by the Syngenta Defendants and Chevron, in addition to certain agreements between the two. *See* Compl. ¶¶ 31, 33, 34, 37, 37–40, 52–54, 80, 85–86, 88, 90, 92–93, 96, 98, 103–06, 110, 115, 120–26. Those allegations do little to clarify the "relevant" time period and are otherwise improper because

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154. The Complaint's allegations of exposure suffer from an even larger flaw: there are no generic averments of time, much less specific ones.

155. Rather, the Complaint plainly asserts that unnamed "Plaintiffs" used Paraquat "as intended" and "came into contact" with the herbicide "while it was mixed, loaded, or applied." *E.g.*, Compl. ¶ 133.

156. The Complaint fails to so much as describe a range of dates relevant to the claims alleged.

157. And where it does include a description of time relating to exposure, it again includes ambiguous allegations concerning "all relevant times." *See, e.g.*, *id.* ¶ 135 ("At all relevant times it was reasonably foreseeable that when Paraquat was used" it could "enter the Plaintiffs' bodies . . . ."); *id.* ¶ 143 ("At all relevant times, Plaintiffs exercised reasonable diligence in investigating potential causes of their injuries . . . .").

158. The allegations further neglect to clearly describe — even in terms sufficient for a long-form complaint — the places of exposure and diagnosis.

159. They focus on Defendants' purported conduct within Pennsylvania, *see, e.g.*, *id.* ¶ 18, yet aver that "[s]everal" but not all "Plaintiffs' exposures to Paraquat designed and manufactured by Syngenta occurred wholly or partly in Pennsylvania," and that "several" but, again, not all "Plaintiffs' treatment for their resulting neurological damage, including Parkinson's disease, occurred wholly or partly in Pennsylvania," *id.* ¶ 18(g).

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they violate Pennsylvania Rule 1019(i). *See infra* at § V. (discussing Plaintiffs' failure to attach relevant writings).

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160. Both the particulars of exposure and treatment in Pennsylvania, and the facts surrounding which other sites of exposure and treatment might be relevant to this lawsuit (either in whole or in part) are a mystery.

161. As is the place (or places) of diagnosis, which the Complaint does not identify in any way. *See id.* ¶ 136.

162. Pennsylvania does not permit that style of vague and incomplete pleading. *See Oliver*, 2020 WL 1903952, at *8.

163. The allegations of discovery are no better. The Complaint simply proclaims that "Plaintiffs have timely-filed this action within two years of discovering their causes of action[.]" *Id.* ¶ 15.

164. But, again, that style of ambiguous pleading is missing material facts and thus violates Rule 1019(f)'s demand for specificity. *See Gen. State Auth. v. Lawrie & Green*, 356 A.2d 851, 855 (Pa. Commw. Ct. 1976) ("[I]n every instance the allegation of time when the cause of action accrued must be sufficiently specific to enable the defendant to plead the statute of limitations if it is applicable." (quotation omitted)).

165. Lastly, the Complaint provides only the most basic allegations regarding the request for special damages.

166. For example, it is alleged that certain unnamed "Plaintiffs" "will be required to incur significant costs and expenses related to medical care and treatment, as well as related costs," and that they "have or will become unable to work or hold down steady employment." Compl. ¶ 138; *see also id.* ¶ 139 (stating even more generically that "Plaintiffs have suffered . . . special (economic damages) damages").

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167. Pennsylvania Rule 1019(f) demands more than a vague reference to medical and "related costs" or a damages inference that might be drawn from an alleged failure to maintain "employment." *See* Pa. R. Civ. P. 1019(f) ("items of special damage shall be specifically stated"); *see also Hooker v. State Farm Fire & Cas. Co.*, 880 A.2d 70, 77 (Pa. Cmmw. Ct. 2005) (precluding plaintiff from recovering on claims for special damages because she "failed to specifically identify" her expenses, as required by Rule 1019(f)).[12]

168. To the extent the Complaint alleges broadly so as to cover the "[m]any" unnamed "Plaintiffs" who "do not yet have a Parkinson's disease diagnosis" and those who have not yet, but "will" allegedly develop "permanent physical injuries, pain, mental anguish, and disability," Compl. ¶¶ 136–37, the Complaint must be repleaded.

169. "Mere allegations of speculative future harm are insufficient to establish standing" in Pennsylvania courts. *See Gates v. City of Pittsburgh Historic Rev. Comm'n*, 254 A.3d 803, 810 (Pa. Commw. Ct. 2021) (declining to "speculate as to . . . purported losses" that plaintiffs "will suffer" in the future); *see also Ams. for Fair Treatment, Inc. v. Phila. Fed'n of Teachers*, 150 A.3d 528, 536 (Pa. Commw. Ct. 2016) ("The mere possibility that future events might occur that could [affect Appellants] . . . is not sufficient to establish the direct and immediate interest required for standing." (citation omitted)); *Simmons v. Pacor, Inc.*, 674 A.2d 232, 237–38 (Pa. 1996) (pleural thickening in lungs of plaintiffs exposed to asbestos did not rise to the requisite level of injury to substantiate cause of action).

[12] Under Pennsylvania rules, "requests "for 'such other and further relief as the court deems just and proper' amount to a claim for special damages." *Brace v. Shears*, 12 Pa. D. & C. 5th 166, 170 (Pa. Ct. Com. Pl. Centre Cty. Apr. 1, 2010). Because the Complaint fails to properly plead special damages, the additional request for "such other relief as the court deems just and proper" must also be stricken. *Id.* (striking the same); *see also* Compl. at 66 (Prayer for Relief No. 11).

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170. Thus, in addition to violating Rule 1019(f) and 1028(a)(3), the allegations in the Complaint suggest that many of the unnamed "Plaintiffs" lack standing to sue under Rule 1028(a)(5).

iv. The Complaint Fails to Differentiate Between Defendants.

171. The Complaint must also be dismissed because many of the allegations of misconduct fail to differentiate between Defendants, and so lack the requisite specificity under Rule 1028(a)(3).

172. "It is, of course, elementary that in an action for damages arising from a tort, no recovery can be had until the tort is properly pleaded . . . against the alleged tortfeasor." *Fuller v. Palazzolo*, 197 A. 225, 230 (Pa. 1938).

173. Accordingly, a plaintiff must "differentiate between the defendants in its charge[.]" *Id.*; *see also, e.g.*, *Bugosh v. Allen Refractories Co.*, 932 A.2d 901, 907 (Pa. Super. Ct. 2007) ("[F]or liability to attach in a products liability action, plaintiff must prove that defendant's product caused plaintiff's injury." (quotation omitted)); Wettick, Penn. Forms for the Rules of Civil Procedure 207, 328 (2010) (failure to differentiate between defendants is a proper basis for a preliminary objection under Rule 1028(a)(3)).

174. For that reason, a plaintiff must also "state clearly in a separate count each individual cause of action asserted against each individual defendant." *See Bassaro v. de Levie*, 236 A.3d 1069, 2020 WL 1623741, at *5 (Pa. Super. Ct. 2020) (unpublished memorandum opinion) (citing Pa. R. Civ. P. 1019(a), 1020(a), 1028(a)(3)).

175. The Complaint ignores those elementary demands.

176. With respect to the Syngenta Defendants, on the face of the Complaint, there appear to be claims filed against Syngenta AG; Syngenta Crop Protection, LLC; and "their predecessors-in-interest." Compl. ¶ 5.

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177. But the Complaint alleges misconduct only on behalf of "Syngenta" generally. *See, e.g.*, *id.* (lumping all Syngenta Defendants into one); *id.* ¶¶ 32–131 (alleging acts of "Syngenta").

178. The Complaint relies on that group pleading in error, despite express recognition that Syngenta AG and Syngenta Crop Protection, LLC are distinct companies with different headquarters in separate countries, and without identifying what entities make up the Syngenta Defendants' "predecessors-in-interest" or "the other companies" that are purportedly relevant to "Plaintiffs'" claims. *See id.* ¶¶ 5, 16–17.

179. The further grouping of Syngenta AG and Syngenta Crop Protection, LLC into one cause of action for each claim, *see id.* ¶¶ 157–65, 184–90, 205–12, 229–34, 247–52, 285–87, 294–98, also contravenes Pennsylvania's requirement that pleadings formulate their causes of action "against each individual defendant." *See Bassaro*, 2020 WL 1623741, at *5 (citing Pa. R. Civ. P. 1019(a), 1020(a), and 1028(a)(3)).

180. To be sure, the Complaint alleges that Syngenta Crop Protection, LLC is a "wholly owned subsidiary of Syngenta AG," but liability between a parent and subsidiary corporation is not automatic and the Complaint provides no facts that justify lumping the two together for all purposes. *See Williams by Williams v. OAO Severstal*, No. 938 WDA 2017, 2019 WL 4888570, at *5 (Pa. Super. Ct. Oct. 3, 2019) (unpublished memorandum opinion) (noting that "a corporate parent" and "subsidiary" "retain[]" their "distinct identit[ies]" unless it is demonstrated that "the parent and subsidiary are so intertwined that the subsidiary is the instrumentality of the parent corporation").

181. For that additional reason, the Complaint should be dismissed for lack of specificity under Rules 1028(a)(3) and 1028(a)(4).

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182. As to the other Defendants, the Complaint fails to distinguish between their actions and those of the Syngenta Defendants at several points.

183. For example, the Complaint states generally that "Defendants committed, and continue to commit, affirmative independent acts of concealment (including acts and omissions) to intentionally mislead end-users and the medical community" and that "Defendants committed, and continue to commit, acts of fraud[.]" Compl. ¶¶ 130–31, *see also id.* ¶¶ 6–7, 15, 142, 145–50 (same).

184. The Complaint also alleges that the "Plaintiffs" "were exposed to Paraquat designed, manufactured, distributed, formulated, packaged, labeled, registered, and promoted by Syngenta, Chevron, and FMC" as a collective, *see id.* ¶ 132, despite alleging elsewhere that Syngenta and Chevron engaged in different conduct than FMC, *see id.* ¶¶ 72, 74, and despite that the Syngenta Defendants allegedly "began to sell Paraquat in the United States independently of Chevron in 1982[,]" *id.* ¶ 103.

185. As above, those averments are precisely the sort of vague, boilerplate allegations that fall short of the Commonwealth's pleading standards and constitute clear violations of Pennsylvania Rule 1028(a)(3).

v. The Complaint's Allegations of Fraud Lack the Required Specificity.

186. The Complaint's final defect here is its failure to allege fraud with the detail mandated by Pennsylvania Rule 1019(b). *See* Pa. R. Civ. P. 1028(a)(2), (3), (4).

187. Under that rule, fraud allegations "shall be averred with particularity." *Id.* at 1019(b).

188. The purpose of the requirement is "to protect those against whom generalized and unsupported fraud may be levied[.]" *Youndt v. First Nat'l Bank of Port Allegany*, 868 A.2d 539, 544 (Pa. Super. Ct. 2005) (marks and citation omitted).

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189. Thus, "at the very least a plaintiff must set forth the exact statements or actions plaintiff alleges constitute the fraudulent misrepresentations." *Id.* at 545 (marks and citation omitted).

190. A plaintiff must do the same for allegations of reliance. *See id*. Otherwise, the "[a]verments of fraud are meaningless epithets . . . offered simply to harass the opposing party and to delay the pleader's own obligation." *Bata v. Cent.-Penn Nat'l Bank of Phila.*, 224 A.2d 174, 179 (Pa. 1966).

191. "In the event [a plaintiff's] allegations do not meet that standard of specificity, then the case will be dismissed upon the filing of preliminary objections." *Muhammed v. Strassburger, McKenna, Messer Shilobod & Gutnick*, 587 A.2d 1346, 1352 (Pa. 1991); *see also In re Orthopedic Bone Screw Prods. Liab. Litig.*, MDL No. 1014, 1996 WL 482977, at *8–9 (E.D. Pa. 1996) (dismissing fraud claim for failure to "aver the circumstances of the fraud with particularity").

192. To plead fraud, a plaintiff must allege: "(1) a representation; (2) which is material to the transaction at hand; (3) made falsely, with knowledge of its falsity or recklessness as to whether it is true or false; (4) with the intent of misleading another into relying on it; (5) justifiable reliance on the misrepresentation; and (6) [that] the resulting injury was proximately caused by the reliance." *Youndt*, 868 A.2d at 545.

193. Here, the fraud claims are based on allegations that the Syngenta Defendants, and the others, "have admitted that a Paraquat-Parkinson's causal connection is biologically plausible," Compl. ¶ 128, and yet "continue to publicly assert that Paraquat is safe and that it does not cause neurological injuries, including Parkinson's disease," *id.* ¶ 118.

194. The fraud claims are also implicated by the allegation that the Syngenta Defendants, and the others, sold Paraquat "while hiding the risks of low-dose Paraquat exposure," *id.* ¶ 58,

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claiming through their marking "that no link between Paraquat and Parkinson's existed," *id.* ¶ 100, and "attack[ing] and discredit[ing] scientists whose results [were] contrary to Syngenta's public statements," *id.* ¶¶ 116–17.

195. Those averments, however, fail to meet the "bare minimum" for fraud — they do not state "how" the Syngenta Defendants, or the others, have admitted a Paraquat-Parkinson's connection, neither do they identify the "exact" public representations the Syngenta Defendants, or the others, have made, nor even the particular attacks that the Syngenta Defendants purportedly made on unidentified scientists. *See Youndt*, 868 A.2d at 544.

196. Furthermore, based on the pleadings, neither Syngenta Defendant spearheaded the purportedly fraudulent Paraquat marketing campaigns, *see* Compl. ¶¶ 76, 78.

197. The Complaint's further averment that the Syngenta Defendants fraudulently ignored acute-exposure incidents do not even relate to the injuries alleged as the Complaint asserts no claim relating to accidental or intentional poisoning as a result of ingesting Paraquat. *See id.* ¶¶ 80–84.

198. Regardless, those allegations, like many of the others, relate to how the Syngenta Defendants might have acted with negligence, not fraud. *See Muhammad v. Strassburger, McKenna, Messer, Shilobod & Gutnick*, 587 A.2d 1346, 1352 (Pa. 1991) (sustaining preliminary objection because of plaintiff's "failure to cite with any specificity how the defendant . . . acted with fraud as opposed to mere negligence").

199. The most specific allegations in the Complaint refer to unidentified studies from the Syngenta Defendants that amount to disagreements over the merits of that scholarship, rather than particular allegations of fraud. *See* Compl. ¶¶ 114–26.

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200. The Complaint also fails to attach any of those unnamed studies for Defendants' and the Court's review. *See Martin v. Lancaster Battery Co.*, 606 A.2d 444, 448 (Pa. 1992) (permitting fraud claim to proceed where plaintiff attached to the complaint the relevant documents that formed the basis of the claim); *see also infra* at § III.E (discussing violation of Pennsylvania Rule 1019(i)).

201. Most curious, however, is the Complaint's repeated reference to internal "Syngenta" studies that have never been "published or otherwise released" but that somehow clearly link "Paraquat to Parkinson's disease." Compl. ¶¶ 114, 123.

202. In so pleading (and failing to attach the pertinent documents), the Complaint raises the specter of "subterfuge" — the animating rationale behind Rule 1019(b)'s requirement that a fraud claim be asserted with "particularity." *See Presbyterian Med. Ctr. v. Budd*, 832 A.2d 1066, 1072–73 (Pa. Super. 2003) (affirming dismissal of fraud claim for lack of particularity) (marks and citation omitted).

203. Additionally, the Complaint includes conclusory allegations regarding "Defendants," generally, and their allegedly fraudulent misrepresentations that fall well short of Rule 1019(b)'s "particularity" requirement. *See, e.g.*, Compl. ¶ 130 ("Defendants committed, and continue to commit, affirmative independent acts of concealment . . . to intentionally mislead end-users and the medical community as alleged above."); *id.* ¶ 131 ("Defendants committed, and continue to commit, acts of fraud that caused end-users, including Plaintiffs, to relax their vigilance or deviate from their right of inquiry into the facts alleged in this complaint.").

204. Such allegations are insufficient to support a claim for fraud. *See Youndt*, 868 A.2d at 544; *Muhammed*, 587 A.2d at 1352; *Pezzano v. Mosesso*, Nos. 189 C.D. 2014 & 190 C.D. 2014, 2014 WL 5421587, at *5 (Pa. Cmmw. Ct. Oct. 24, 2014) (dismissing fraud claim where plaintiff

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relied on "conclusory language" that "merely recite[d] the elements of the cause of action" (citation omitted)).

205. The allegations of reliance suffer from the same conclusory flaws and are thus also insufficient. *See, e.g.*, Compl. ¶ 134 ("Plaintiffs were aware of and relied upon Defendants' representations . . . . Plaintiffs would not have purchased or used Paraquat if they had known that it could cause any neurological injury . . . ."); *id.* ¶ 145 ("Defendants' acts and omissions misled Plaintiffs"); *id.* ¶ 146 ("Defendants also prevented Plaintiffs from asserting their rights by committing affirmative independent acts of concealment"); *id.* ¶ 147 ("Plaintiffs relied on Defendants' misrepresentations and omissions . . . ."); *id.* ¶ 149 ("Defendants consistently misrepresented to Plaintiffs and/or Plaintiffs' physicians that Paraquat was not the cause of any of Plaintiffs' injuries . . . ."); *id.* ¶ 150 ("Plaintiffs relied on Defendants' misrepresentations").

206. Finally, the Complaint asks for default judgment "as a sanction for the bad faith destruction of evidence," Compl. at 66, but does not comply with the Pennsylvania Rules governing requests for default judgment or sanctions. *See, e.g.*, Pa. R. Civ. P. Nos. 1037, 237.1, 4019; *see also* 11 Std. Pa. Prac. 2d § 68:1 ("[A]ny default judgment not clearly authorized by the Rules is a nullity.").

207. Moreover, the Complaint does not offer a single allegation that the Syngenta Defendants destroyed evidence ***at all***, let alone related to the various causes of action.

208. Accordingly, the Court should strike that specific prayer for relief from the Complaint. *See* Pa. R. Civ. P. 1028(a)(2), (3) (preliminary objection for failure to "conform to law or rule of court or inclusion of . . . impertinent matter" and "insufficient specificity"); *see also Olivieri v. Olivieri*, 364 A.2d 361, 363 (Pa. Super. Ct. 1976) ("[A] prayer for relief totally

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unsupported by factual averments in support of a litigant's cause of action may be stricken for lack of conformity to law or as impertinent.").

WHEREFORE, Syngenta Defendants respectfully request that the Court sustain the Syngenta Defendants' preliminary objections and dismiss the Complaint pursuant to Pa. R. Civ. P. 1028(a)(2), (3), (4), and (5).

E. Preliminary Objection for Failure to Conform to Law or Rule of Court and Failure to State a Clam Pursuant to Rules 1028(a)(2) and 1028(a)(4) for Failing to Meet Basic Threshold Pleading Requirements.

209. Syngenta Defendants incorporate the preceding paragraphs by reference as if fully set forth herein.

210. The Court should, at minimum, require that the Complaint be amended to comply with the basic writings, paragraphing, verification, and naming requirements of the Pennsylvania Rules. *See* Pa. R. Civ. P. 1018, 1019, 1022, 1024.

211. Though technical, those rules are not mere technicalities. *See* Pa. R. Civ. P. 1028(a)(2) (permitting preliminary objection for failure to "conform to law or rule of court").

212. For example, Pennsylvania Rule 1018's naming requirement implicates vital legal issues, such as standing. *See* Pa. R. Civ. P. 1028(a)(4). *See Ams. for Fair Treatment*, 150 A.3d at 534–35.

213. And without proper verification, the Complaint is "a legal nullity, void *ab initio*[.]" *See Bisher v. Lehigh Valley Health Network, Inc.*, 237 A.3d 1091, 2020 WL 3542237, at **7 (Pa. Super. Ct. June 30, 2020) (unpublished memorandum opinion) (citing *Atl. Credit & Fin., Inc.*, 829 A.2d at 344), *appeal granted*, 251 A.3d 779 (Pa. 2021)).

214. The Complaint's failure to comply with those rules, and others, prejudices Defendants and undermines their ability to effectively answer the Complaint. *See, e.g.*, *Cook v.*

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Resolute Ins. Co., 78 Pa. D. & C. 371, 373 (Pa. Ct. Com. Pl. Lehigh Cty. January 1, 1952) (sustaining preliminary objection based on prejudice caused by plaintiff's failure to comport with basic pleading requirements).

215. For starters, the Complaint fails to comport with the writings requirement of Rules 1019(h) or (i).

216. Pursuant to Rule 1019(h), "[w]hen any claim or defense is based upon an agreement, the pleading shall state specifically if the agreement is oral or written." Pa. R. Civ. P. 1019(h).

217. Rule 1019(i) is even broader, relating to ***any*** writing, and requiring that where "any claim . . . is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof[.]" Pa. R. Civ. P. 1019(i).

218. The purpose of Rule 1019 is to give the "defendant adequate notice of the claim against which he must defend." *Sigmond v. Phillips & Brooke, P.C.*, No. 3098, 2003 WL 1848573, at *11 (Pa. Ct. Com. Pl. Apr. 2, 2003) (citing *Yacoub v. Lehigh Valley Medical Associates, P.C.*, 805 A.2d 579 (Pa. Super. Ct. 2002)); *see also Pratter v. Penn Treaty Am. Corp.*, 11 A.3d 550, 563–64 (Pa. Commw. Ct. 2010) (noting that Rule 1019 "cannot be avoided by merely asserting that the defendant already knows the material facts that have been omitted from the pleading").

219. Here, the Complaint alleges that "Syngenta" entered into numerous agreements, yet fails to mention whether any of the agreements were oral or written. *See* Compl. ¶¶ 23, 52, 54–56, 71, 103.

220. The Complaint also references a number of writings — reports, studies, and purported marketing materials — that allegedly support each of their claims (save, perhaps, their claim for strict products liability for design defect). *See, e.g.*, *id.* ¶ 52 ("data relating to safety and

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exposure risk"); *id.* ¶ 64 ("jointly submitted scientific studies and reports in support of their applications to state and federal regulators"); *id.* ¶ 68 ("an instruction" allegedly written on products); *id.* ¶ 69 ("ads and other promotional materials"); *id.* ¶ 78 ("[a]ds and leaflets"); *id.* ¶ 83 ("external reports . . . confirmed by internal research"); *id.* ¶¶ 85–95, 120–22, 124, 128 (various studies and research, including "published . . . results"); *id.* ¶ 100 ("scientific literature . . , ads, [and] leaflets"); *id.* ¶ 102 ("sales materials"); *id.* ¶¶ 118, 126 (written content on "paraquat.com").

221. But the Complaint fails to either attach the relevant documents or their material parts. Worse still, it fails to quote the relevant portions of the documents to which it vaguely refers.

222. Such pleading is insufficient in this context. *See Brimmeier v. Pa. Tpk. Comm'n*, 147 A.3d 954 (Pa. Commw. Ct. 2016) (striking claim under Rule 1019(h) where plaintiff failed to allege whether agreement mention in complaint was oral or written), *aff'd*, 161 A.3d 253 (Pa. 2017) (per curiam); *see also Gito v. Hardy*, No. 265 WDA 2022, 2022 WL 17544086, at *2–3 (Pa. Super. Ct. Dec. 9, 2022) (unpublished memorandum opinion) (sustaining preliminary objection under Rule 1019(i) where tort plaintiff failed to attach allegedly libelous writing, explaining that defendants' purported knowledge of the writing was "irrelevant"); *Feigley v. Dep't of Corr.*, 872 A.2d 189, 195 (Pa. Commw. Ct. 2005) (sustaining preliminary objection for failure to attach copy of public policy that plaintiff alleged the Department of Corrections violated).

223. While Rule 1019(i) provides an exception that "if the writing or copy is not accessible to the pleader, it is sufficient so to state, together with the reason, and to set forth the substance in writing," the Complaint fails to satisfy that exception.

224. It offers no rationale for failing to attach the relevant writings, and as noted above, does not quote the substance of the materials it characterizes. *See, e.g.*, Compl ¶¶ 52, 64, 68, 78, 83, 85–95, 100, 102, 118, 120–22, 124, 126 128.

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225. The Complaint too violates Pennsylvania Rule 1022, which demands that [e]very pleading shall be divided into paragraphs numbered consecutively" and that "[e]ach paragraph shall contain as far as practicable only one material allegation." Pa. R. Civ. P. 1022.

226. Again and again, the Complaint includes multiple allegations per paragraph. At some particularly egregious points, the Complaint squeezes four, five, six, and even seven allegations in one paragraph. *See, e.g.*, Compl. ¶¶ 31, 101, 122 (four allegations), ¶¶ 90, 115, 124, 165, 190, 212, 234, 252 (five), ¶ 30 (seven).

227. Many other paragraphs contain two to three allegations in one paragraph that could — and thus, per Rule 1022, should — be separated. *See, e.g.*, *id.* ¶¶ 2, 4, 7–8, 35, 37, 40–41, 43, 50, 52–53, 55, 57, 60, 62, 64, 73, 76, 78, 80–81, 86–88, 95, 97, 100, 104–06, 113, 118–21, 126, 131–34, 136–37, 138, 142–43, 147, 153–54.

228. Failure to plead one allegation per paragraph prejudices Defendants by complicating Defendants' ability to answer each allegation separately and specifically. *See Cook*, 78 Pa. D. & C. at 373 (sustaining preliminary objection and finding prejudice where "several of the[] averments and inferences [contained in one paragraph] could have been combined to form one allegation").

229. Relatedly, the Complaint sneaks in argumentative section headers, resulting in vague and inflammatorily allegations that are not couched in numbered paragraphs. *See id.* at 17 ("Syngenta and Chevron Create Nationwide Distribution Model"); *id.* at 19 ("Sales of Paraquat Mushroom as Evidence of Human Toxicity Mounts"); *id.* at 22 ("Paraquat Becomes a Lab Favorite for Inducing Parkinson's" and "Chevron Becomes Uneasy and Partially Exits the Paraquat Market"); *id.* at 24 ("Evidence of the Paraquat-Parkinson's Link Continues to Mount"); *id.* at 28

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("Warnings of a Paraquat-Parkinson's Link"); *id.* at 29 ("Plaintiffs Have Been Injured by Their Contact with Paraquat").

230. Defendants cannot cleanly admit or deny those allegations in future answers, and so they should be stricken from the Complaint.

231. The Complaint also ignores the verification requirement in Pennsylvania Rule 1024. Rule 1024 states clearly that "[e]very pleading containing an averment of fact not appearing of record in the action . . . shall be verified." Pa. R. Civ. P. 1024(a).

232. It also details that the verification required must be completed "by one or more of the parties filing the pleading . . . ." Pa. R. Civ. P. 1024(c).

233. Without verification, "a pleading is mere narration, and amounts to nothing." *Atl. Credit & Fin.,* 829 A.2d 340 at 344 (quotation omitted).

234. Here, no verification is attached to the Complaint, and thus, the pleading is "a legal nullity, void *ab initio*," such that the allegations contained therein are not of record. *See Bisher*, 2020 WL 3542237, at *7.

235. Finally, the Complaint fails to name a single plaintiff, either in its caption, or elsewhere.

236. Yet, Pennsylvania Rule 1018 requires that "[t]he caption of a complaint . . . set forth . . . the names of all the parties." Pa. R. Civ. P. 1018.

237. Based on the Complaint filed, there are no plaintiffs associated with the case, and so dismissal is warranted. *See, e.g., Doe v. Johns-Manville Corp.*, 15 Pa. D. & C.3d 135, 145 (Pa. Ct. Com. Pl. Bucks Cty. 1980) (sustaining preliminary objection under Rule 1018 where the complaint failed to name the plaintiff).

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238. That failure to comply with Rule 1018 further implicates issues of standing because a party cannot state a cause of action unless it names the real party in interest.

239. For that additional reason, the Complaint must be dismissed as legally insufficient under Rule 1028(a)(4). S*ee Ams. for Fair Treatment*, 150 A.3d at 534–35 (affirming dismissal of organization's complaint for lack of standing because it did not identify the organization's allegedly aggrieved members).

WHEREFORE, Syngenta Defendants respectfully request that the Court sustain the Syngenta Defendants' preliminary objections and dismiss the Complaint based on the Complaint's failure to comply with Rules 1018, 1019, 1022, and 1024, and the resulting prejudice to Defendants. *See* Pa. R. Civ. P. 1028(a)(2), (4).

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December 20, 2022

Respectfully submitted,

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EXHIBIT A

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ATTORNEYS FOR PLAINTIFF(S)

IN THE FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
PHILADELPHIA COURT OF COMMON PLEAS
TRIAL DIVISION - CIVIL

IN RE: PARAQUAT PRODUCTS LIABILITY LITIGATION ***This document Relates to All Actions***	**May Term 2022** **No. 559**

Plaintiffs,

v.

SYNGENTA CROP PROTECTION, LLC
c/o The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801

SYNGENTA AG
P.O. Box
CH-4002 Basel
Switzerland

CHEVRON U.S.A. INC.
6001 Bollinger Canyon Road D1248
San Ramon, CA 94583

FMC CORPORATION
2929 Walnut Street
Philadelphia, PA 19104

Defendants

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Control No.: 22124218

NOTICE TO PLEAD

NOTICE You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA COUNTY BAR ASSOCIATION
LAWYER REFERRAL AND
INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PENNSYLVANIA 19107
TELEPHONE: (215) 238-6333
TTY (215) 451-6197

AVISO Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siquientes, usted tiene veinte (20) dias de plazo al partir de la fecha de lan demanda y la notificacion. Hace falta asentar una comparesencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIOI, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE LICENCIADOS
DE FILADELFIA
SERVICIO DE REFERENCIA E
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2929 Walnut Street
Philadelphia, PA 19104

Defendants

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PLAINTIFFS' MASTER LONG-FORM COMPLAINT AND DEMAND FOR JURY TRIAL

Pursuant to Case Management Order 2, Plaintiffs in cases consolidated and filed into this Mass Tort Program (collectively, Plaintiffs) hereby submit this Long-Form Complaint ("Complaint") against the below-named Defendants. Plaintiffs seek equitable relief, monetary restitution, and/or compensatory and punitive damages. Plaintiffs make the following allegations based upon personal knowledge and information and belief, as well as the investigation carried out by Plaintiffs' Lead Counsel, Plaintiffs' Executive Committee, and Plaintiffs' Liaison Counsel.

SUMMARY

1. This is a products liability action against the designers, manufacturers, formulators, registrants, packagers, labelers, marketers, promoters, distributors, and sellers of Paraquat.

2. Paraquat dichloride ("Paraquat") is a synthetic chemical compound that has been used as an active ingredient in herbicide products sold in the United States since the mid-1960s. Paraquat is used to kill broadleaf weeds and grasses in fruit and vegetable fields, to control weeds in orchards, and to dry plants before harvest. It is typically applied via knapsack sprayers, hand-held sprayers, crop dusters (aerial sprayers), trucks with pressurized tanks, and tractor-drawn pressurized tanks. It is one of those most widely used herbicides in the United States.

3. The United States Environmental Protection Agency ("EPA") has designated Paraquat as a "Restricted-Use Product."

4. Low-dose exposure to Paraquat causes neurological injuries. Paraquat can enter the body through absorption, inhalation and/or ingestion, and, once there, can enter the brain. Once in the brain, Paraquat can cause damage to dopamine-producing neurons, producing neurological injuries, including, but not limited to Parkinson's disease.

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5. Defendants are the designers, manufacturers, registrants, formulators, packagers, labelers, promoters, marketers, distributors, and sellers of Paraquat. Syngenta AG ("SAG") and Syngenta Crop Protection LLC ("SCPLLC") (together with their predecessors-in-interest referred to as "Syngenta") are the successors to the original designers, manufacturers, registrants, promoters, marketers, distributors, and sellers of Paraquat. Chevron U.S.A. Inc. (together with its predecessors-in-interest referred to as "Chevron") is the successor to one of the original formulators, packagers, labelers, marketers, distributors, and sellers of Paraquat in the United States. FMC Corporation ("FMC" and, together with Syngenta and Chevron, "Defendants") is the successor to one of the original formulators, packagers, labelers, marketers, and distributors of Paraquat in the United States.

6. Defendants worked together to design, manufacture, formulate, package, label, register, promote, market, distribute, and sell Paraquat. Each engaged in conduct to downplay the causal link between Paraquat and Parkinson's disease to the public, Plaintiffs, and the medical and scientific communities. Defendants are jointly and severally liable to Plaintiffs on all causes of action alleged herein.

7. Defendants have known that Paraquat is unreasonably dangerous to human health since before it first entered the stream of commerce in 1964 or 1965. Defendants chose to misrepresent that information to the public despite being fully aware that their misrepresentations would result in harm to Paraquat end-users.

8. Plaintiffs are the intended end-users of Paraquat: farmers, agricultural workers, and others who came into contact with small amounts of Paraquat while it was being used for its intended purpose. As a result of their exposure to Paraquat, each Plaintiff has suffered neurological injuries, including but not limited to Parkinson's disease.

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9. At all relevant times, it was reasonably foreseeable to Defendants that Paraquat would cause Plaintiffs' injuries.

10. Plaintiffs assert strict liability, negligence, breach of implied warranty of merchantability, and intentional theories of liability against Defendants. Plaintiffs pray for relief—including compensatory and punitive damages—for injuries suffered as a result of their exposure to Paraquat.

JURISDICTION AND VENUE

11. This Court has personal jurisdiction over all Plaintiffs because Plaintiffs consent to the jurisdiction of this Court.

12. This Court has personal jurisdiction over all Defendants because, at all relevant times, each Defendant regularly solicited and conducted business in Pennsylvania such that they can be said to have purposefully availed themselves of the benefits and protections of the jurisdiction by conducting activities in Pennsylvania or were essentially at home in Pennsylvania. Defendants have each engaged in the agricultural markets in Pennsylvania, done substantial business in Pennsylvania, and realized substantial profits as a result.

13. Venue is proper in Philadelphia County because at least one of the Defendants does substantial business in Philadelphia County. *See* Pa. R.C.P. 1006(c).

14. This is an action for damages that exceeds fifty thousand dollars ($50,000).

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15. Plaintiffs have timely-filed this action within two years of discovering their cause of action as defined and required by Pennsylvania 42 Pa. Cons. State. § 5524(2). Further, Defendants concealed facts that delayed Plaintiffs' ability to know their injuries and its cause.

Syngenta

16. Paraquat was first designed, manufactured, patented, registered, promoted, marketed, distributed, and sold by Imperial Chemical Industries and its affiliates. Through a series of mergers and acquisitions, Imperial Chemical Industries and its affiliates' successors are Defendants Syngenta AG and Syngenta Crop Protection LLC. This Complaint therefore ascribes Imperial Chemical Industries' and its affiliates' and successors' actions, as well as the actions of other companies to which Syngenta is a successor, to Syngenta.

17. Syngenta AG is headquartered in Switzerland. Pursuant to an order from the federal multi-district litigation venued in Illinois, Syngenta AG's U.S. counsel accepts service of process for Syngenta AG via email.[1] Syngenta claims that Syngenta Crop Protection LLC is a resident of Delaware and North Carolina. Syngenta Crop Protection LLC is a wholly owned subsidiary of Syngenta AG.

18. Defendant Syngenta has purposefully availed itself of the privilege of conducting activities in Pennsylvania, including exploiting the Pennsylvania market for agricultural products, entered into contracts with Pennsylvania-domiciled corporations (including Chevron and FMC), and marketing and selling Paraquat to Pennsylvania distributors and end-users:

a. Syngenta designed, manufactured, registered, distributed, sold, promoted, and marketed Paraquat in conjunction with Chevron, a Pennsylvania company. This included exchanging data on toxicity and exposure, regularly scheduled meetings to review

[1] *See In re: Paraquat Products Liability Litigation*, No. 3:21-md-3004-NJR, ECF No. 414 (S.D. Ill. Oct. 13, 2021).

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available research relevant to the safety of Paraquat end-users, and developing marketing and public-relations strategies to target Pennsylvania end-users and Pennsylvania state regulators.

b. Syngenta granted Chevron, a Pennsylvania company, patent licenses and technical information to permit Chevron to formulate Syngenta-patented Paraquat in the United States with the intent of selling it in Pennsylvania, as well as other states and territories.

c. Syngenta worked hand-in-hand with Chevron to register Paraquat with the Pennsylvania Department of Agriculture so that Paraquat could be sold in Pennsylvania.

d. Syngenta sold Paraquat in Pennsylvania both in conjunction with Chevron and separately. One of the top Paraquat customers was FMC, which purchased over seventeen thousand gallons of Paraquat in 1977 alone. In another year, 1981, FMC purchased over thirty-two thousand gallons of Paraquat making it Syngenta and Chevron's fifteenth-largest U.S. customer by volume that year.

e. Syngenta marketed and promoted Paraquat to end-users in Pennsylvania both in conjunction with Chevron and separately. This included ads and other promotional materials that depict farmers spraying Paraquat without wearing any personal protective equipment.

f. A Syngenta subsidiary recently purchased agricultural companies based in Pennsylvania, including Abbott & Cobb Seed Company in 2018.

g. Several Plaintiffs' exposures to Paraquat designed and manufactured by Syngenta occurred wholly or partly in Pennsylvania, and several Plaintiffs' treatment for

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their resulting neurological damage, including Parkinson's disease, occurred wholly or partly in Pennsylvania.

h. At all relevant times, Syngenta—in tandem with as well as separately from Chevron and FMC—maintained active control of Paraquat production and sale to distributors and end-users in Pennsylvania.

19. At all relevant times, Syngenta has been registered to do business in Pennsylvania as a foreign corporation. At the time Syngenta began doing business in Pennsylvania, Syngenta knew that such registration constituted consent to the general jurisdiction of the Pennsylvania courts over Syngenta.

20. At all times relevant to Plaintiffs' causes of action, Syngenta consented to the general jurisdiction of the Pennsylvania courts. Syngenta was essentially at home in Pennsylvania. This Court has general jurisdiction over Syngenta by virtue of Syngenta's consent and knowing waiver of any right, to the extent such right exists, to avoid the general jurisdiction of the Pennsylvania courts.

21. Further, Syngenta's myriad contacts with Pennsylvania are more than random, isolated, or fortuitous; they are purposeful, continuous, and sufficiently related to Plaintiffs' allegations that Paraquat causes neurological damage, including Parkinson's disease such that it would not offend traditional notions of fair play and substantial justice to maintain this suit against Syngenta in Pennsylvania.

22. Syngenta has consented to this Court's personal jurisdiction in cases consolidated into this Mass Tort Program. *See Lutz*, Civil Action No. 2108-01388, Control No.: 21103272; *Strawser*, Civil Action No. 2108-02512, Control No.: 21103256.

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Chevron

23. Syngenta entered an agreement to partner with the California Chemical Company, Ortho Division, to formulate, market, promote, and distribute Paraquat in the United States. Through a series of mergers and acquisitions, California Chemical Company and its successors' and affiliates' (including Chevron Chemical Company) ultimate successor is Defendant Chevron U.S.A., Inc. This Complaint therefore ascribes California Chemical Company's actions, as well as the actions of its affiliates and other companies to which Chevron is a successor, to Chevron. Chevron also manufactured other products recommended for use with Paraquat.

24. Chevron is incorporated in Pennsylvania and its principal place of business is in San Ramon, California. Chevron is essentially at home in Pennsylvania; this Court has general jurisdiction over Chevron.

25. Chevron, including through its subsidiaries and divisions, regularly, habitually, and continuously conducts business in Philadelphia County, including:

a. Chevron sold over $1 million worth of its products in Philadelphia County in 2019 alone. Chevron sells a number of petroleum-based and synthetic engine lubricant products, including the brands Havoline™, Delo™, Techron™, and Isoclean™ in Philadelphia County.

b. According to Chevron's website, Pep Boys is the exclusive retailer for Havoline™ products. There are 13 different Pep Boys locations in Philadelphia County.

c. According to Chevron's website, Techron™ and Delo™ products can be found at 25 retail locations in Philadelphia County including Pep Boys, Walmart, Advanced Autoparts, and Autozone.

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d. Chevron's subsidiary and distributor, Chevron Marine Products, delivers Chevron's engine lubricants to cargo ships at the Port of Philadelphia. A cargo ship need only contact a Chevron Marine customer service representative to get its engine fluids refilled in the Port of Philadelphia, where the minimum bulk fluid order is 6,000 liters and Chevron regularly delivers its engine fluid to the Port of Philadelphia in 24,600-liter trucks.

e. Chevron contracted with a company called to Stuzo to create and run its mobile application, which is used to make online payments at Chevron and Texaco (another Chevron company) gas stations nationwide. Stuzo is based in Philadelphia County.

FMC

26. Defendant FMC is one of the original and largest distributors of Paraquat in the United States. On information and belief, FMC also participated in the formulation, packaging and labeling, marketing and promotion of Paraquat and manufactured other products recommended for use with Paraquat. FMC is a successor to various other corporate entities involved in the formulation, distribution, promotion, and sale of Paraquat. This Complaint therefore ascribes the actions of entities to which FMC is the ultimate successor to FMC.

27. FMC is incorporated in Delaware and its principal place of business is in Philadelphia. FMC is essentially at home in Pennsylvania; this Court has general jurisdiction over FMC.

28. FMC has consented to venue in Philadelphia County in each of the cases consolidated into this Mass Tort Program in which it filed responsive pleadings. *See, e.g.*, *Lutz*, Civil Action No. 2108-01388, Control No.: 21102336; *Strawser*, Civil Action No. 2108-02512, Control No.: 21102337.

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ALLEGATIONS

Discovery and Design of Paraquat

29. "Paraquat" as used in this Complaint, refers to all formulations of products containing the active ingredient Paraquat, including, but not limited to, Gramoxone, or any other formulation containing Paraquat.

30. Paraquat is a synthetic chemical herbicide formulation produced for agricultural use. Paraquat is far less effective without a surfactant. A surfactant is a chemical added to Paraquat, usually by an end-user, prior to using Paraquat. Surfactants help Paraquat stick to the surface of plants, accelerate the movement of Paraquat through the epidermis of plants into the inside of plants where it cannot wash off and where it comes into contact with plant cells. With the use of a surfactant, Paraquat penetrates into the plant's cells where redox cycling could cause oxidative stress and disrupt photosynthesis. Syngenta scientists would test the many surfactants available on the market to determine their compatibility with Paraquat. Both Chevron and FMC manufactured surfactants that could be used with Paraquat. Generally, these surfactants were readily available in the United States.

31. In or about 1955, scientists at Syngenta discovered that exposure to the chemical formulation that would become Paraquat caused redox cycling and oxidative stress, a process that can damage and interrupt the normal operation of human and animal cells by corrupting their DNA. 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,

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which 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 plant and animal cells, a single molecule of Paraquat can trigger the production of countless molecules of destructive superoxide radical.

32. Syngenta scientists applied this knowledge to Paraquat and discovery that Paraquat would be toxic to plant cells and interfere with a plant's ability to conduct photosynthesis to survive.

33. During the 1950s Syngenta personnel acknowledged that, as to humans, Paraquat was toxic, primarily affected the human central nervous system, and could be absorbed through human skin.

34. Syngenta obtained various patent protections for Paraquat; in the mid-1950s in the UK and in 1961 in the US; and began selling Paraquat internationally in 1962.

35. Syngenta would manufacture what it called "technical Paraquat," an essential form of the active ingredient that had to be formulated further into a final, sale-ready product. Syngenta would partner with other companies to formulate and distribute Paraquat, including Chevron and FMC.

36. Before Paraquat was ever sold in the United States, both Syngenta and Chevron were aware that Paraquat was unreasonably dangerous.

37. By 1958, internal Syngenta research reports found that Paraquat was at least moderately toxic to humans, and that the main area of the human body affected was the central nervous system. Those research documents proposed further evaluation of Paraquat's toxicity before placing it into the stream of commerce. This research was either not done or its results were not published.

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38. By 1960, Syngenta was aware that Paraquat and could accumulate in mammalian tissues.

39. Similarly, by at least 1963, internal Chevron documents reveal that Paraquat was potentially hazardous to human health, and that insufficient research had been done to evaluate its potential neurotoxic effects.

40. Following the start of global sales of Paraquat in 1962, Syngenta observed that workers involved in the manufacture of Paraquat were experiencing nose bleeds and other symptoms consistent with toxic exposure. Syngenta changed its manufacturing processes, creating a so-called "closed system," where engineering controls would prevent Syngenta employees from ever coming into contact with Paraquat. Of course, no such closed system can protect end-users from exposure to Paraquat.

41. When Paraquat enters the body, it enters the brain where redox cycling occurs, resulting in oxidative stress. This causes selective degeneration and death of dopaminergic neurons (dopamine-producing nerve cells) in a part of the brain called the substantia nigra pars compacta ("SNpc").

42. 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).

43. 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.

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44. 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.

45. The reason Paraquat induces Parkinson's disease is that its redox cycling results in oxidative stress in the portion of the brain responsible for generating dopamine, the neurotransmitter that controls voluntary movement. This oxidative stress interferes with dopamine production and results in Parkinson's disease.

46. 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.

47. 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), among others.

48. 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, among others.

49. 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.

50. 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

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become progressively less effective, and to increasingly cause unwelcome side effects the longer they are used.

Partnership with Chevron

51. At roughly the same time that Syngenta obtained U.S. patent protection for Paraquat, Chevron was looking to increase its presence in the agricultural chemical market. Chevron already manufactured several agricultural chemicals, including non-ionic surfactants. Chevron sought to expand into herbicides and pesticides, which are sometimes referred to as "crop protection" business lines.

52. As part of that expansion, on or about May 19, 1960, Chevron entered into an agreement with Syngenta that would allow Chevron to evaluate Paraquat for potential sale in the United States. Pursuant to that agreement, Syngenta supplied Chevron with information concerning Syngenta's Paraquat formulations, their herbicidal properties, and data relating to safety and exposure risk.

53. Chevron reviewed these data and conducted extensive market research to determine the potential demand for Paraquat in the United States. During this period in the early 1960s, Chevron personnel reported that Paraquat was toxic and potentially hazardous to humans. Nonetheless, after several years of market evaluation and negotiation, Chevron and Syngenta decided to enter a partnership.

54. On or about May 4, 1964, Syngenta entered into a licensing agreement with Chevron, whereby Chevron would act as the exclusive formulator and distributor of Paraquat in the United States. A "formulator" refers to an entity that combines technical Paraquat or other essential Paraquat chemical ingredients with other chemicals to create a product that is sold to end-users.

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55. The agreement also mandated that Syngenta and Chevron share information concerning the formulation, use, and sale of Paraquat, and permitted that information to be shared with companies Syngenta and Chevron contracted with to formulate or sell Paraquat. The companies also agreed to share information concerning end-user safety.

56. Under the agreement, Syngenta would manufacture technical Paraquat and Chevron, along with other companies Syngenta and Chevron contracted with, would formulate the technical Paraquat into the use-ready Paraquat that Chevron would sell to distributors, and that would ultimately be purchased and used by an end-user.

57. Syngenta shared its internal research data with Chevron. These data demonstrated that Paraquat was highly toxic and had the potential to seriously injure or kill humans exposed to highly-concentrated doses of the herbicide. The data also indicated that low-dose exposure had the potential to affect the human central nervous system.

58. Nonetheless, after consummating their partnership, Syngenta and Chevron embarked on a coordinated business venture to manufacture and sell Paraquat in the United States while hiding the risks of low-dose Paraquat exposure.

Syngenta and Chevron Place Paraquat on the Market

59. Prior to the first U.S. sale of Paraquat, Syngenta and Chevron had to register Paraquat with various state and federal authorities, including the Pennsylvania Department of Agriculture. Registration required Syngenta and Chevron to agree on a formulation of the product.

60. Aware that Paraquat was highly toxic to humans, Syngenta and Chevron jointly decided to minimize the appearance of toxicity. Both companies were aware—through internal research data as well as their experience designing and selling surfactants—that surfactants would dramatically increase the toxicity of Paraquat to humans.

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61. For instance, internal Syngenta research documents showed that surfactants were found to speed Paraquat's penetration into animal cells, increase the concentration of Paraquat in animal cells, and increase the bioavailability—that is, the proportion a substance that is able to actively affect the body—of Paraquat. These research documents concluded that the inclusion of surfactants in Paraquat formulations is likely to increase the Paraquat's toxicity.

62. On information and belief, these data—or summaries of them—were shared with Chevron pursuant to their partnership agreement. Chevron and Syngenta held regular meetings to discuss such topics, among others.

63. Syngenta and Chevron decided to sell Paraquat in the United States without a surfactant. The implications of that decision were twofold.

64. First, Syngenta and Chevron jointly submitted scientific studies and reports in support of their applications to state and federal regulators that showed lower levels of toxicity than what would actually be experienced by end-users of Paraquat. State and federal authorities relied on these studies.

65. Second, Syngenta and Chevron knew that requiring end-users to mix Paraquat with a surfactant before using it would dramatically increase the risk of low-dose Paraquat exposure. Internal company documents from both Syngenta and Chevron acknowledged the increased risk that end-users would come into contact with Paraquat while mixing the herbicide with a surfactant or cleaning the equipment used in the mixing process.

66. Meanwhile, Syngenta decided to sell Paraquat pre-mixed with surfactant in certain markets outside of the United States.

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67. Syngenta and Chevron began manufacturing, formulating, promoting, and selling Paraquat in the United States (including Pennsylvania) pursuant to their partnership agreement and without a pre-mixed surfactant in 1964 or 1965.

68. Several of those products were accompanied by an instruction to use a particular surfactant: X-77 Spreader (sometimes called Ortho X-77 or just X-77). X-77 was designed and manufactured by Chevron and licensed to multiple other chemical companies for manufacture and/or distribution.

69. Chevron produced ads and other promotional materials that referred to X-77 as more efficient and economical when used with Paraquat and recommended that end-users mix Paraquat with X-77 in particular.

Syngenta and Chevron Create Nationwide Distribution Model

70. As the sole U.S. formulator and distributor of Paraquat, Chevron lacked capacity to make all of the Paraquat needed to satisfy the increasing demand for the herbicide in Pennsylvania and throughout the United States.

71. To help alleviate the strain, with Syngenta's knowledge and authorization per the companies' agreement, Chevron began to contract with third-party companies to formulate technical Paraquat received from Syngenta into Paraquat ready for sale to end-users and to perform other manufacturing tasks like bottling the consumer-ready Paraquat received from formulators.

72. FMC was one of the key third-party companies that Chevron brought into the formulation and distribution process.

73. On information and belief, Chevron contracted with FMC to formulate technical Paraquat that Chevron received from Syngenta into consumer-ready Paraquat. FMC received data and documentation from Chevron, including a formulator handbook that described the technical

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specifications of Paraquat including its mode of action (i.e., redox cycling and oxidative stress), and prescribed the methods and manner for formulating consumer-ready Paraquat.

74. Chevron also contracted with FMC to bottle Paraquat received from other formulators. This involved shipping large amounts of consumer-ready Paraquat to FMC facilities for bottling into the final consumer-ready packaging and affixing the relevant labels.

75. Consumer-ready Paraquat was shipped throughout the United States, sometimes directly to local distributors like farm collectives, supply stores, or agricultural organizations, and sometimes to wholesalers like FMC.

76. Chevron and Syngenta maintained a large network of sales personnel tasked with selling Paraquat to end-users. Chevron also utilized large sales networks of distributor sales personnel such as FMC to promote Paraquat in Pennsylvania and elsewhere. With Syngenta's knowledge and approval, Chevron embarked on aggressive marketing campaigns to promote Paraquat as the key to so-called "no-till" farming.

77. These marketing efforts also included influencing numerous "thought leaders" throughout Pennsylvania and the United States to encourage end-users to adopt aggressive Paraquat use. These thought leaders included agricultural extension services connected with major universities, agricultural colleges, academic researchers, and wholesalers such as FMC.

78. Ads and leaflets extolling the benefits of Paraquat were also produced and distributed as part of these marketing efforts. In many of these ads and leaflets, farmers are depicted using Paraquat without any personal protective equipment—they are not wearing masks or gloves, nor utilizing respirators; they are wearing everyday work clothes while mixing or spraying Paraquat. As a result of these marketing efforts, many end-users purchased Paraquat.

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Sales of Paraquat Mushroom as Evidence of Human Toxicity Mounts

79. While the sales of Paraquat in Pennsylvania and nationwide mushroomed, evidence of the herbicide's toxicity to humans grew further.

80. Beginning in the mid-to-late 1960s, just a few years after Paraquat came on the market in the U.S., several acute exposure incidents became known to Syngenta and Chevron. In these incidents, an end-user would accidentally ingest or otherwise be exposed to a large dose of Paraquat. These incidents were almost always fatal—the victim would succumb to acute trauma to oxygen-rich organs, usually within a few days of exposure.

81. These acute-exposure incidents often resulted in an autopsy of the victim, the results of which were supplied to Syngenta and Chevron. These autopsy results repeatedly showed detectable amounts of Paraquat in the victim's brain, as well as other oxygen-rich organs like the lungs.

82. Syngenta received similar autopsy results from outside the United States, which showed that Paraquat was crossing the blood-brain barrier and entering the human brain.

83. These external reports were confirmed by internal research available to both Syngenta and Chevron, and which, on information and belief, they shared with contracting companies like FMC.

84. In the face of mounting deaths from Paraquat poisoning, Syngenta was nonetheless resistant to updating its labeling to include a skull and crossbones. Defendants never sought to include any language on the Paraquat labeling related to potential central nervous system injury.

85. In 1969, Syngenta conducted (and shared with Chevron and its contractors) a study that administered small amounts of Paraquat to lab animals via dermal exposure, oral exposure,

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and by injection into the abdomen. The study detected Paraquat in the exposed lab animals' brains, leading to the conclusion that Paraquat could enter the brain and cause neurotoxicity.

86. Further research conducted in 1974 by Syngenta (and shared with Chevron and its contractors) revealed that Paraquat could pass through the blood-brain barrier by active transport. This means that instead of diffusing passively across the blood-brain barrier, Paraquat was actively transported by the body across the blood-brain barrier. Thus, Paraquat in the blood would ultimately end up in the brain.

87. Additionally, research available in the public domain and known to Syngenta and Chevron and their contractors, demonstrated that inhaled chemicals could pass directly into the brain via the olfactory bulb. This research showed that the olfactory bulb is not protected by the blood-brain barrier. Thus, Paraquat inhaled by an end-user can enter the brain directly through the olfactory bulb without having to traverse the blood-brain barrier.

88. In about 1969, Syngenta scientists analyzing Paraquat concluded that low-dose exposure to the herbicide was likely to cause immediate neurotoxic damage, but that damage was unlikely to be detected until later. In other words, Paraquat was latently neurotoxic, Syngenta concluded. Chevron was made aware of these results and conclusions.

89. At the same time that Syngenta and Chevron knew that Paraquat in the blood could get into the brain (or enter the brain directly via the olfactory bulb) and cause damage that would not be discovered until later, they knew that end-users were being exposed to Paraquat such that it entered their bloodstream.

90. In 1969, a Syngenta scientist published the results of field studies conducted in Malaysia that attempted to measure the real-world Paraquat exposure of a Paraquat end user. The study followed several end-users as they mixed and sprayed Paraquat for agricultural purposes.

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The Syngenta researcher observed that workers generally did not wear protective equipment (and that none was supplied where they were working). Following Paraquat use, the researcher detected Paraquat in study participants' urine. Though the researcher did not analyze participants' blood, the fact that Paraquat was detectable in the participants' urine meant that it had been processed through participants' cardiopulmonary system and was in participants' blood.

91. On information and belief, the results of this study were shared with or available to Chevron and its contractors.

92. Later, in or about 1980, Syngenta and Chevron jointly conducted a study of agricultural working conditions that concluded that workers often came into contact with Paraquat by touching equipment (including spraying and mixing equipment) contaminated with Paraquat with their bare hands.

93. By the beginning of the 1980s, Syngenta and Chevron, as well as their contractors and agents, were aware that end-users were commonly being exposed to low doses of Paraquat, which was entering their blood and crossing over into their brains (or entering their brains directly via the olfactory bulb) and causing damage that would not be detected until later.

94. Syngenta and Chevron were aware through field studies of the possibility of Paraquat to enter agricultural workers blood streams even if they were using protective equipment.

95. Syngenta and Chevron were aware through field studies that agricultural workers often did not follow the product labeling, necessitating additional precautions to keep them safe. On information and belief, this information was also available to Chevron's contractors and agents, including FMC.

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Paraquat Becomes a Lab Favorite for Inducing Parkinson's

96. In 1982, after Syngenta and Chevron and their contractors and agents were aware that Paraquat was latently neurotoxic in end-users, the scientific community became aware that Paraquat was related to Parkinson's disease.

97. That year, a group of heroin users in California suddenly began exhibiting symptoms of advance-stage Parkinson's disease. Researchers determined that the heroin users had inadvertently injected themselves with a chemical called MPTP as part of a botched attempt to get high. This discovery was a breakthrough in Parkinson's disease research because it allowed researchers to cause Parkinson's in lab animals using MPTP.

98. Almost immediately, scientists began turning to Paraquat because it was widely available and, chemically, is almost identical to MPTP. Starting in the 1980s and continuing to today, researchers use Paraquat exposure to induce Parkinson's disease in lab animals.

Chevron Becomes Uneasy and Partially Exits the Paraquat Market

99. Syngenta, Chevron, and their contractors and agents, knew that Paraquat was neurotoxic, likely to enter the brains of end-users, and could cause neurological injuries, including Parkinson's disease in particular.

100. Syngenta and Chevron's reaction to the growing scientific literature linking Paraquat and Parkinson's was not to amend the label or warn their customers. Instead, Syngenta and Chevron claimed publicly in ads, leaflets, and through sales personnel that no link between Paraquat and Parkinson's existed. Despite these claims to the contrary, worries grew within Chevron that Paraquat was neurotoxic.

101. The risks Chevron perceived were not to its loyal customers and end-users, however. Instead, Chevron worried that the labels it had lobbied for with state and federal

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regulators would be deemed insufficient, which would cast aspersions on the company's credibility with regulators. Internally, Chevron worried that it would be subject to mass tort liability for the latent injuries Paraquat was causing to end-users. The next asbestos, Chevron staff fretted.

102. But still, Chevron did nothing to warn the public or to alter its sales materials, which continued to depict farmers mixing and spraying Paraquat without wearing any protective equipment.

103. Meanwhile, Syngenta appeared to show no such compunctions. Instead of worrying about mass tort liability, Syngenta (consistent with its partnership agreement with Chevron) began to sell Paraquat in the United States independently of Chevron in 1982.

104. Chevron and Syngenta's partnership agreement was due to terminate in 1986 absent a renegotiation and renewal. Despite their worries about the neurotoxicity of Paraquat, Chevron engaged in multiple rounds of detailed negotiations with Syngenta with a view to securing an extension to their partnership.

105. Ultimately, no such agreement was reached, and Chevron agreed to stop formulating and distributing Paraquat in 1986. However, Chevron still had a huge quantity of consumer-ready Paraquat in its possession. Some of that surplus was sold back to Syngenta, but some remained in Chevron's possession and was ultimately sold to distributors and end-users as late as the mid-1990s.

106. Part of Chevron's calculus in departing the Paraquat business was economic. In 1976, glyphosate had become available as another so-called "burn down" herbicide. However, glyphosate is not as toxic in highly-concentrated doses and was perceived by many in agriculture as safer than Paraquat.

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107. A major part of Chevron's departure from the Paraquat business was its knowledge that Paraquat was causing progressive neurodegenerative disease in its customers.

108. At the time it ended its partnership with Syngenta, Chevron knew that there were no plans to warn end-users or anyone else about the dangers of low-dose Paraquat exposure.

109. At the time it ended its partnership with Syngenta, Chevron knew that the surfactant it manufactured, X-77, was recommended for use with Paraquat, including on certain Paraquat labels that instructed end-users to use X-77.

110. Chevron would continue to sell X-77 surfactants until at least 1993 and it was still being sold on the market until at least the late 1990s.

111. Likewise, FMC continued to manufacture and distribute surfactants and, upon information and belief, other chemicals for use with Paraquat.

Evidence of the Paraquat–Parkinson's Link Continues to Mount

112. In light of the growing evidence that Paraquat causes neurological injuries, including Parkinson's disease, Syngenta commissioned a series of in-house studies in 2003 to attempt to validate the scientific literature, which showed a significant decrease in dopaminergic neurons as a result of Paraquat exposure.

113. In the first round of studies, a Syngenta scientist used a manual method for counting dopaminergic neurons. This led the scientist to conclude that there was no statistically-significant loss of dopaminergic neurons following Paraquat exposure, thereby contradicting the growing scholarly literature and supporting Syngenta's public statements that Paraquat does not cause Parkinson's disease. The findings were presented as a poster at a conference, but Syngenta never published these conclusions.

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114. The same Syngenta scientist later gained the ability to conduct a more precise, automated count of dopaminergic neurons. The Syngenta scientist then repeated the same studies, this time using the more precise counting method. In this second round, conversely, the scientist discovered a statistically-significant loss of dopaminergic neurons following Paraquat exposure. The scientist concluded that it was highly likely that the growing body of scientific literature was correct: Paraquat exposure is associated with loss of dopaminergic neurons. Syngenta never published or otherwise released this second round of studies—the ones linking Paraquat to Parkinson's disease. To date, Syngenta has never contested the results of the second round of studies, but repeatedly referred to their first round of studies both publicly and in submissions to state and federal regulators until forced to do so by an attorney representing victims of Paraquat exposure who developed Parkinson's disease.

115. In about 2004 or 2005, Syngenta communicated to its internal scientific and toxicology teams that under no circumstances should Paraquat be measured in the brain tissue of lab animals because detecting even a small amount could have negative implications for the company.

116. Syngenta has also engaged in an active campaign to discredit outside scientists whose research supports the growing consensus that Paraquat causes Parkinson's disease.

117. For instance, Syngenta established a team to attack and discredit scientists whose results are contrary to Syngenta's public statements. That team has taken various actions, including pressuring publishers to remove the word "Paraquat" from abstracts of scientific articles, apparently on the theory that few people read beyond the abstract.

118. Syngenta also developed a website called "paraquat.com," which claims to share up-to-date information on the safety of Paraquat. Syngenta paid internet marketing consultants to

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ensure that paraquat.com would appear higher in Google search results as opposed to other websites that might have warned end-users of Paraquat's dangers. The website states that the science does not support a link between Paraquat exposure and Parkinson's disease, despite Syngenta's knowledge to the contrary.

119. Syngenta studies from the same time period tell a vastly different story.

120. To begin with, several Syngenta-conducted or -commissioned studies from the late 1990s and early 2000s confirmed what studies from earlier periods had already discovered: the intended users of Paraquat rarely used full safety equipment and came into frequent contact with small amounts of Paraquat while mixing (including adding the required surfactant) and spraying the herbicide. For instance, a 1995 study of workers in U.S. orchards found that only half of Paraquat users wore gloves.

121. Further, a 1997 Syngenta study based in Spain required workers to wear the recommended personal protective equipment as a condition of study participation. Syngenta personnel monitored the study participants to ensure that they used full personal protective equipment at all relevant times during the study. But despite these (mandatory) precautions, almost all of the study participants tested positive for Paraquat in their urine.

122. Other studies continued to confirm that Paraquat enters the brain. Concerned that lab mice may be too different from humans to generalize earlier findings, Syngenta commissioned a study using squirrel monkeys in 2010. Following administration of small, fixed doses of Paraquat, the squirrel monkeys were actually found to be *more* sensitive to Paraquat toxicity than mice. What's more, analysis of the monkey's frontal cortex region showed no measurable decline in Paraquat levels in samples taken six weeks apart. Syngenta scientists concluded that Paraquat

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can enter the brain, that mammals similar to humans are more sensitive to the neurotoxic effects of Paraquat than lab mice, and that Paraquat does not easily leave the brain once there.

123. Syngenta did not publish the squirrel monkey studies. Nor did it report them to state or federal regulators.

124. But Syngenta did, in 2011, publish the results of what it called an epidemiological study of Syngenta employees involved in Paraquat manufacturing. The study purported to show that there is no statistically significant increase in the prevalence of Parkinson's disease among Syngenta employees who manufactured Paraquat. But the study was rejected by every reputable journal to which it was submitted. Even Syngenta's own internal reviewers questioned the study's validity. For one thing, Paraquat manufacture is a closed process: workers in the study (unlike Paraquat end-users) did not actually come into contact with Paraquat during manufacturing. Further, the Syngenta doctor that conducted the study relied exclusively on workers' death certificates to determine whether or not they had Parkinson's disease—a notoriously unreliable methodology because death certificates rarely list underlying conditions that ultimately cause death. In the end, Syngenta paid a substantial fee to publish the study in an open-source journal.

125. Despite these shortcomings, Syngenta has frequently cited this study as disproving any epidemiological link between Paraquat and Parkinson's disease, both to the public and to state and federal regulators.

126. Paraquat.com claims that there is no epidemiological evidence of a Paraquat-Parkinson's connection. But Syngenta has never conducted an epidemiological study save for the fatally flawed 2011 study that it essentially self-published.

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Warnings of a Paraquat–Parkinson's Link

127. At no time has Syngenta, Chevron, or FMC publicly warned that exposure to Paraquat could cause neurological injuries, including Parkinson's disease.

128. This is even though Syngenta and Chevron have admitted that a Paraquat-Parkinson's causal connection is biologically plausible, that the numerous internal studies that they have conducted and shared with each other and their contractors and agents demonstrate Paraquat-Parkinson's causal connection, and that numerous independent epidemiological studies have sounded the alarm of the catastrophic consequences.

129. All Defendants continue to publicly assert that Paraquat is safe and that it does not cause neurological injuries, including Parkinson's disease.

130. Defendants committed, and continue to commit, affirmative independent acts of concealment (including acts and omissions) to intentionally mislead end-users and the medical community as alleged above. This concealment prevented end-users, including Plaintiffs, from asserting their legal rights because the facts to support their causes of action were not apparent to a reasonably diligent person.

131. Defendants committed, and continue to commit, acts of fraud that caused end-users, including Plaintiffs, to relax their vigilance or deviate from their right of inquiry into the facts alleged in this complaint.

Plaintiffs Were End-Users of Paraquat and Exposed in Reasonably Foreseeable Ways

132. Plaintiffs were exposed to Paraquat designed, manufactured, distributed, formulated, packaged, labeled, registered, and promoted by Syngenta, Chevron, and FMC. Plaintiffs were also exposed to Paraquat bottled or otherwise prepared for sale by FMC. Plaintiffs were exposed to Paraquat in other ways, including through exposure to surfactants and other

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chemicals designed and manufactured by Chevron and FMC for use with Paraquat, which make Paraquat more neurotoxic.

133. Plaintiffs, as intended, would mix Paraquat, spray the herbicide using backpack, handheld, aerial, or tractor sprayers, and come into contact with Paraquat while it was mixed, loaded, or applied. Plaintiffs came into contact with Paraquat in other circumstances, including on Plaintiffs' skin and clothes, through inhalation, when cleaning equipment or other surfaces contaminated with Paraquat, or through other means of contact.

134. Plaintiffs were aware of and relied upon Defendants' representations that Paraquat is safe, including representations that Paraquat can be used without personal protective equipment. Plaintiffs would not have purchased or used Paraquat if they had known that it could cause any neurological injury, including Parkinson's disease.

135. At all relevant times, it was reasonably foreseeable that when Paraquat was used in the intended or a reasonably foreseeable manner, it could enter the Plaintiffs' bodies: (1) through absorption or penetration of the skin, mucous membranes, and other epithelial tissues (including tissues of the mouth, nose and nasal passages, trachea, and conducting airways, particularly where cuts, abrasions, rashes, sores, or other tissue damage were present); (2) through the olfactory bulb; (3) through respiration into the lungs; and (4) through ingestion into the digestive tract of small droplets swallowed after entering the mouth, nose, or conducting airways.

Plaintiffs Have Been Injured by Their Contact with Paraquat

136. As a result of Plaintiffs' contact with Paraquat, they have developed neurological injuries, including Parkinson's disease or a precursor ailment. The neurological injuries consist of symptomologies consistent with Parkinson's disease and with an eventual Parkinson's disease diagnosis. Many individuals who suffer from, and will ultimately succumb to, Parkinson's disease

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do not yet have a Parkinson's disease diagnosis. Parkinson's disease is progressive and cannot be diagnosed using a blood test or other immediately verifiable methodology.

137. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. They are or will become unable to live independently. Parkinson's disease has or will result in permanent physical injuries, pain, mental anguish, and disability. These injuries will continue for the rest of Plaintiffs' lives.

138. Plaintiffs will be required to incur significant costs and expenses related to medical care and treatment, as well as related costs. Plaintiffs have or will become unable to work or hold down steady employment.

139. Plaintiffs have suffered general (non-economic) and special (economic damages) damages in a sum in excess of the jurisdictional minimum of this Court.

Plaintiffs' Claims Are Timely

140. Plaintiffs filed suit within two years of learning that their exposure to Paraquat and/or surfactant designed, formulated, and manufactured by Syngenta, Chevron, and/or FMC caused their neurological injuries, including Parkinson's disease or a precursor ailment.

141. Plaintiffs had no reason to suspect that their injuries had anything to do with their exposure. Plaintiffs were never told either by a medical professional, by media, or by the Defendants, that exposure to Paraquat could cause them to suffer neurological injuries, including Parkinson's disease.

142. Plaintiffs did not know of the claims and their underlying facts asserted in this complaint, nor could any reasonable prudent person know of such claims. Plaintiffs did not possess the sufficient critical facts to put them on notice that the wrongs and the acts and omissions

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discussed herein had been committed because Defendants were and continue to conceal the acts and omissions noted above.

143. At all relevant times, Plaintiffs exercised reasonable diligence in investigating potential causes of their injuries by discussing their injuries with healthcare providers. None of the conversations gave Plaintiffs a reason to suspect, or reasonably should have given Plaintiffs a reason to suspect, that Paraquat or Defendants' tortious conduct was the cause of such injuries.

144. Plaintiffs were reasonably unaware, and had no reasonable way of knowing, that their injuries described above were caused by Defendant's conduct.

145. Further, Defendants' acts and omissions misled Plaintiffs in regard to their causes of action and prevented them from asserting such rights because the facts which would support their causes of action as alleged in this complaint were not apparent to a reasonably prudent person.

146. Defendants also prevented Plaintiffs from asserting their rights by committing affirmative independent acts of concealment, as noted above, upon which Plaintiffs relied.

147. Defendants' misconduct and fraudulent concealment of the relevant facts deprived Plaintiffs and their physicians of vital information essential to the pursuit of the claims in this complaint, without any fault or lack of diligence on their part. Plaintiffs relied on Defendants' misrepresentations and omissions and therefore could not reasonably have known or become aware of facts that would lead a reasonable, prudent person to make an inquiry to discover Defendants' tortious conduct.

148. Defendants also affirmatively induced Plaintiffs to delay bringing this complaint by and through their acts and omissions as alleged herein.

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149. In addition to the acts and omissions noted above, Defendants consistently misrepresented to Plaintiffs and/or Plaintiffs' physicians that Paraquat was not the cause of any of Plaintiffs' injuries to delay their bringing a claim against Defendants.

150. Plaintiffs relied on Defendants' misrepresentations.

Plaintiffs Make No Claims Under Federal Law

151. Paraquat is regulated by government authorities, but Plaintiffs make no allegations under those statutes or their implementing regulations.

a. The Pennsylvania Pesticide Control Act of 1973, which regulates the labeling, distribution, use, and application of pesticides within Pennsylvania, requires that pesticides be registered with the Pennsylvania Department of Agriculture before they are sold in Pennsylvania.

b. 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).

c. FIFRA has no private right of action and state tort claims do not arise under FIFRA.

152. The distribution or sale of a pesticide that is misbranded is an offense under FIFRA, which provides in relevant part that "it shall be unlawful for any person in any State to distribute or sell to any person ... any pesticide which is ... misbranded." 7 U.S.C. § 136j(a)(1)(E). A pesticide is misbranded under FIFRA if, among other things: (1) its labeling bears any statement, design, or graphic representation relative thereto or to its ingredients which is false or misleading in any

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particular, 7 U.S.C. § 136(q)(1)(A); (2) the labeling accompanying it does not contain directions for use which are necessary for effecting the purpose for which the product is intended and if complied with, together with any requirements imposed under section 136a(d) of this title, are adequate to protect health and the environment, 7 U.S.C. § 136(q)(1)(F); or (3) the label does not contain a warning or caution statement which may be necessary and if complied with, together with any requirements imposed under section 136a(d) of this title, is adequate to protect health and the environment," 7 U.S.C. § 136(q)(1)(G).

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

154. Plaintiffs do not seek in this action to impose on Defendants any labeling or packaging requirement in addition to or different from those required under FIFRA. Any allegation in this Complaint that a Defendant breached a duty to provide adequate directions for the use of or warnings about Paraquat, breached a duty to provide adequate packaging for Paraquat, concealed, suppressed, or omitted to disclose any material fact about Paraquat, or engaged in any unfair or deceptive practice regarding Paraquat, is intended and should be construed to be consistent with that alleged breach concealment, suppression, or omission, or unfair or deceptive practice having rendered the Paraquat "misbranded" under FIFRA. However, Plaintiffs bring claims and seek relief in this action only under state law. Plaintiffs do not bring any claims or seek any relief in this action under FIFRA.

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155. Plaintiffs' causes of action are brought solely under state law.

156. In all events, the EPA withdrew its human health risk assessment of Paraquat to allow it to reconsider its position in light of a court challenge.

CAUSES OF ACTION

COUNT I—STRICT PRODUCTS LIABILITY DESIGN DEFECT AGAINST SYNGENTA

157. Plaintiffs incorporate all other allegations herein.

158. Syngenta designed, manufactured, and sold Paraquat that Plaintiffs were exposed to.

159. Plaintiffs' exposure to Paraquat caused Plaintiffs' Parkinson's disease or a precursor ailment that will progress into Parkinson's disease.

160. Plaintiffs are ordinary consumers of Paraquat or were exposed by virtue of their close contact with ordinary consumers of Paraquat.

161. Paraquat did not perform as safely as an ordinary consumer would have expected it to perform when used in an intended way, including:

a. An ordinary end-user of Paraquat would not have expected Paraquat to cross the blood-brain barrier and cause neurological injury even when personal protective equipment was used.

b. An ordinary end-user of Paraquat would not have expected Paraquat to cross the blood-brain barrier and cause neurological injury even when personal protective equipment was not used.

c. An ordinary end-user of Paraquat would not have expected Paraquat to cause Parkinson's disease or a precursor ailment.

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162. Paraquat did not perform as safely as an ordinary consumer would have expected it to perform when used in an unintended but reasonably foreseeable way, including:

a. An ordinary end-user of Paraquat would not have expected Paraquat to cross the blood-brain barrier and cause neurological injury even when personal protective equipment was used.

b. An ordinary end-user of Paraquat would not have expected Paraquat to cross the blood-brain barrier and cause neurological injury even when personal protective equipment was not used.

c. An ordinary end-user of Paraquat would not have expected Paraquat to cause Parkinson's disease or a precursor ailment.

163. Further, a reasonable person would conclude that possibility and seriousness of neurological injury caused by Paraquat, including Parkinson's disease and precursor ailments, outweighed the burden or cost of making Paraquat safe. In particular:

a. It is highly likely that low-dose Paraquat exposure will result in neurological injury, including Parkinson's disease or a precursor ailment that will progress into Parkinson's disease.

b. Parkinson's disease is degenerative and chronic; there is no cure. Parkinson's disease causes intense suffering and a breakdown of the ability to live a normal life. Parkinson's disease is fatal.

c. The burden of making Paraquat safer was lesser than (i.e., outweighed by) the risk and seriousness of the injuries Paraquat causes.

d. The cost of making Paraquat safer was lesser than (i.e., outweighed by) the risk and seriousness of the injuries Paraquat causes.

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164. The Paraquat to which Plaintiffs were exposed was unreasonably dangerous when it left Syngenta's possession and control.

165. As a direct and proximate result of Syngenta designing a defective product, Plaintiffs have developed neurological injuries, including Parkinson's disease. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. Plaintiffs are or will become unable to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT II—STRICT PRODUCTS LIABILITY DESIGN DEFECT AGAINST CHEVRON

166. Plaintiffs incorporate all other allegations herein.

167. Chevron designed, manufactured, formulated, distributed, and sold Paraquat that Plaintiffs were exposed to.

168. Plaintiffs' exposure to Paraquat caused Plaintiffs' Parkinson's disease or a precursor ailment that will progress into Parkinson's disease.

169. Plaintiffs are ordinary consumers of Paraquat or were exposed by virtue of their close contact with ordinary consumers of Paraquat.

170. Paraquat did not perform as safely as an ordinary consumer would have expected it to perform when used in an intended way, including:

a. An ordinary end-user of Paraquat would not have expected Paraquat to cross the blood-brain barrier and cause neurological injury even when personal protective equipment was used.

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b. An ordinary end-user of Paraquat would not have expected Paraquat to cross the blood-brain barrier and cause neurological injury even when personal protective equipment was not used.

c. An ordinary end-user of Paraquat would not have expected Paraquat to cause neurological injuries, including Parkinson's disease or a precursor ailment.

171. Paraquat did not perform as safely as an ordinary consumer would have expected it to perform when used in an unintended but reasonably foreseeable way, including:

a. An ordinary end-user of Paraquat would not have expected Paraquat to cross the blood-brain barrier and cause neurological injury even when personal protective equipment was used.

b. An ordinary end-user of Paraquat would not have expected Paraquat to cross the blood-brain barrier and cause neurological injury even when personal protective equipment was not used.

c. An ordinary end-user of Paraquat would not have expected Paraquat to cause Parkinson's disease or a precursor ailment.

172. Further, a reasonable person would conclude that possibility and seriousness of neurological injury caused by Paraquat, including Parkinson's disease, outweighed the burden or cost of making Paraquat safe. In particular:

a. It is highly likely that low-dose Paraquat exposure will result in neurological injury including Parkinson's disease or a precursor ailment that will progress into Parkinson's disease.

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b. Parkinson's disease is degenerative and chronic; there is no cure. Parkinson's disease causes intense suffering and a breakdown of the ability to live a normal life. Parkinson's disease is fatal.

c. The burden of making Paraquat safer was lesser than (i.e., outweighed by) the risk and seriousness of the injuries Paraquat causes.

d. The cost of making Paraquat safer was lesser than (i.e., outweighed by) the risk and seriousness of the injuries Paraquat causes.

173. The Paraquat to which Plaintiffs were exposed was unreasonably dangerous when it left Chevron's possession and control.

174. As a direct and proximate result of Chevron distributing and selling a defectively designed product, Plaintiffs have developed neurological injuries, including Parkinson's disease. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. Plaintiffs are or will become unable to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT III—STRICT PRODUCTS LIABILITY DESIGN DEFECT AGAINST FMC

175. Plaintiffs incorporate all other allegations herein.

176. FMC formulated, distributed, and sold Paraquat that Plaintiffs were exposed to.

177. Plaintiffs' exposure to Paraquat caused Plaintiffs' Parkinson's disease or a precursor ailment that will progress into Parkinson's disease.

178. Plaintiffs are ordinary consumers of Paraquat or were exposed by virtue of their close contact with ordinary consumers of Paraquat.

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179. Paraquat did not perform as safely as an ordinary consumer would have expected it to perform when used in an intended way, including:

a. An ordinary end-user of Paraquat would not have expected Paraquat to cross the blood-brain barrier and cause neurological injury even when personal protective equipment was used.

b. An ordinary end-user of Paraquat would not have expected Paraquat to cross the blood-brain barrier and cause neurological injury even when personal protective equipment was not used.

c. An ordinary end-user of Paraquat would not have expected Paraquat to cause neurological injuries, including Parkinson's disease or precursor ailments.

180. Paraquat did not perform as safely as an ordinary consumer would have expected it to perform when used in an unintended but reasonably foreseeable way, including:

a. An ordinary end-user of Paraquat would not have expected Paraquat to cross the blood-brain barrier and cause neurological injury even when personal protective equipment was used.

b. An ordinary end-user of Paraquat would not have expected Paraquat to cross the blood-brain barrier and cause neurological injury even when personal protective equipment was not used.

c. An ordinary end-user of Paraquat would not have expected Paraquat to cause neurological injuries, including Parkinson's disease or precursor ailments.

181. Further, a reasonable person would conclude that possibility and seriousness of neurological injury caused by Paraquat, including Parkinson's disease and precursor ailments, outweighed the burden or cost of making Paraquat safe. In particular:

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a. It is highly likely that low-dose Paraquat exposure will result in neurological injury including Parkinson's disease or a precursor ailment that will progress into Parkinson's disease.

b. Parkinson's disease is degenerative and chronic; there is no cure. Parkinson's disease causes intense suffering and a breakdown of the ability to live a normal life. Parkinson's disease is fatal.

c. The burden of making Paraquat safer was lesser than (i.e., outweighed by) the risk and seriousness of the injuries Paraquat causes.

d. The cost of making Paraquat safer was lesser than (i.e., outweighed by) the risk and seriousness of the injuries Paraquat causes.

182. The Paraquat to which Plaintiffs were exposed was unreasonably dangerous when it left FMC's possession and control.

183. As a direct and proximate result of FMC manufacturing, formulating, distributing, and selling a defectively designed product, Plaintiffs have developed neurological injuries, including Parkinson's disease or a precursor ailment. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. Plaintiffs are or will become unable to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT IV—STRICT PRODUCTS LIABILITY FAILURE TO WARN AGAINST SYNGENTA

184. Plaintiffs incorporate all other allegations herein.

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185. Syngenta is also liable to Plaintiffs under a products liability theory based on its failure to adequately warn of the risks of Paraquat.

186. When Syngenta designed, manufactured, distributed, and sold the Paraquat to which Plaintiffs were exposed, it was known or knowable to Syngenta in light of scientific knowledge that was generally accepted in the scientific community as well as Syngenta's own internal research and information that:

a. Paraquat was designed, manufactured, formulated, and packaged such that it 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.

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

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

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

189. Syngenta failed to warn of the potential risk of permanent, irreversible neurological damage from low-dose exposure to Paraquat.

190. As a direct and proximate result of Syngenta marketing a defective product, Plaintiffs have developed neurological injuries, including Parkinson's disease or a precursor

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ailment. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. Plaintiffs are or will become unable to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT V—STRICT PRODUCTS LIABILITY FAILURE TO WARN AGAINST CHEVRON

191. Plaintiffs incorporate all other allegations herein.

192. Chevron is also liable to Plaintiffs under a products liability theory based on its failure to adequately warn of the risks of Paraquat.

193. When Chevron designed, manufactured, formulated, distributed, marketed, and sold the Paraquat to which Plaintiffs were exposed, it was known or knowable to Chevron in light of scientific knowledge that was generally accepted in the scientific community as well as Chevron's own internal research and information that:

a. Paraquat was designed, manufactured, formulated, and packaged such that it 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.

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

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

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

196. Chevron failed to warn of the potential risk of permanent, irreversible neurological damage from low-dose exposure to Paraquat.

197. As a direct and proximate result of Chevron marketing a defective product, Plaintiffs have developed neurological injuries, including Parkinson's disease or a precursor ailment. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. Plaintiffs are or will become unable to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT VI—STRICT PRODUCTS LIABILITY FAILURE TO WARN AGAINST FMC

198. Plaintiffs incorporate all other allegations herein.

199. FMC is also liable to Plaintiffs under a products liability theory based on its failure to adequately warn of the risks of Paraquat.

200. When FMC manufactured, formulated, distributed, marketed, and sold the Paraquat to which Plaintiffs were exposed, it was known or knowable to FMC in light of scientific knowledge that was generally accepted in the scientific community as well as FMC's own internal research and information that:

a. Paraquat was designed, manufactured, formulated, and packaged such that it was likely to be inhaled, ingested, and absorbed into the bodies of persons who used it,

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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.

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

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

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

203. FMC failed to warn of the potential risk of permanent, irreversible neurological damage from low-dose exposure to Paraquat.

204. As a direct and proximate result of FMC marketing and selling a defective product, Plaintiffs have developed neurological injuries, including Parkinson's disease or a precursor ailment. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. Plaintiffs are or will become unable to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT VII—NEGLIGENCE AGAINST SYNGENTA

205. Plaintiffs incorporate all other allegations herein.

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206. Syngenta designed, manufactured, distributed, formulated, and sold Paraquat to which Plaintiffs were exposed.

207. The Paraquat to which Plaintiffs were exposed was used in the intended and/or a reasonably foreseeable manner.

208. At all times relevant to this claim, in researching, designing, manufacturing, packaging, labeling, distributing, and selling Paraquat, Syngenta 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 Plaintiffs.

209. When Syngenta designed, manufactured, packaged, labeled, distributed, and sold the Paraquat to which Plaintiffs were 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.

b. When inhaled, ingested, or 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 has been sprayed or areas near where it has been sprayed, it was likely to cause neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause neurodegenerative disease, including Parkinson's disease.

210. In breach of the aforementioned duties to Plaintiffs, Syngenta negligently:

a. Failed to design, manufacture, formulate, and package Paraquat to make it unlikely 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.

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

c. Failed to conduct adequate research and testing to determine the extent to which exposure to Paraquat was likely to occur through inhalation, ingestion, and absorption into the bodies of persons who used 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.

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

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

f. Failed to direct that Paraquat be used in a manner that would have made it unlikely 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.

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

211. Syngenta knew or should have known that users would not realize the dangers of exposure to Paraquat and negligently failed to take reasonable steps to prevent the foreseeable risk of harm from exposure to Paraquat.

212. As a direct and proximate result of Syngenta's negligence, Plaintiffs have developed neurological injuries, including Parkinson's disease or a precursor ailment. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. Plaintiffs are or will become unable to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT VIII—NEGLIGENCE AGAINST CHEVRON

213. Plaintiffs incorporate all other allegations herein.

214. Chevron designed, manufactured, formulated, distributed, and sold Paraquat to which Plaintiffs were exposed.

215. The Paraquat to which Plaintiffs were exposed was used in the intended and/or a reasonably foreseeable manner.

216. At all times relevant to this claim, in researching, packaging, labeling, marketing, distributing, and selling Paraquat, Chevron 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 Plaintiffs.

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217. When Chevron researched, packaged, labeled, marketed, distributed, and sold the Paraquat to which Plaintiffs were 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.

b. When inhaled, ingested, or 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 has been sprayed or areas near where it has been sprayed, it was likely to cause neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause neurodegenerative disease, including Parkinson's disease.

218. In breach of the aforementioned duties to Plaintiffs, Chevron negligently:

a. Formulate and package Paraquat to make it unlikely 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.

b. Formulated Paraquat such that it was likely to cause neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause clinically significant neurodegenerative disease, including Parkinson's disease.

c. Failed to conduct adequate research and testing to determine the extent to which exposure to Paraquat was likely to occur through inhalation, ingestion, and absorption into the bodies of persons who used 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.

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

e. Failed to conduct adequate research and testing to determine the extent to which Paraquat was likely to cause or contribute to cause latent neurological damage that was both permanent and cumulative, and the extent to which repeated exposures were likely to cause or contribute to cause clinically significant neurodegenerative disease, including Parkinson's disease or a precursor ailment.

f. Failed to direct that Paraquat be used in a manner that would have made it unlikely 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.

g. Failed to warn that Paraquat was likely to cause neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause clinically significant neurodegenerative disease, including Parkinson's disease or a precursor ailment.

219. Chevron knew or should have known that users would not realize the dangers of exposure to Paraquat and negligently failed to take reasonable steps to prevent the foreseeable risk of harm from exposure to Paraquat.

220. As a direct and proximate result of Chevron's negligence, Plaintiffs have developed neurological injuries, including Parkinson's disease or a precursor ailment. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to

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control their motor functions. Plaintiffs are or will become unable to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT IX—NEGLIGENCE AGAINST FMC

221. Plaintiffs incorporate all other allegations herein.

222. FMC manufactured, formulated, distributed, and sold Paraquat to which Plaintiffs were exposed.

223. The Paraquat to which Plaintiffs were exposed was used in the intended and/or a reasonably foreseeable manner.

224. At all times relevant to this claim, in researching, formulating, packaging, labeling, distributing, and selling Paraquat, FMC 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 Plaintiffs.

225. When FMC researched, formulated, packaged, labeled, and sold the Paraquat to which Plaintiffs were 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.

b. When inhaled, ingested, or 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 has been sprayed or areas near where it has been sprayed, it was likely to cause neurological

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damage that was both permanent and cumulative, and repeated exposures were likely to cause neurodegenerative disease, including Parkinson's disease.

226. In breach of the aforementioned duties to Plaintiffs, FMC negligently:

a. Failed to formulate and package Paraquat to make it unlikely 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.

b. Formulated Paraquat such that it was likely to cause neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause clinically significant neurodegenerative disease, including Parkinson's disease.

c. Failed to conduct adequate research and testing to determine the extent to which exposure to Paraquat was likely to occur through inhalation, ingestion, and absorption into the bodies of persons who used 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.

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

e. Failed to conduct adequate research and testing to determine the extent to which Paraquat was likely to cause or contribute to cause latent neurological damage that was both permanent and cumulative, and the extent to which repeated exposures were

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likely to cause or contribute to cause clinically significant neurodegenerative disease, including Parkinson's disease.

f. Failed to direct that Paraquat be used in a manner that would have made it unlikely 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.

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

227. FMC knew or should have known that users would not realize the dangers of exposure to Paraquat and negligently failed to take reasonable steps to prevent the foreseeable risk of harm from exposure to Paraquat.

228. As a direct and proximate result of FMC's negligence, Plaintiffs have developed neurological injuries, including Parkinson's disease or a precursor ailment. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. Plaintiffs are or will become unable to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT X—BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST SYNGENTA

229. Plaintiffs incorporate all other allegations herein.

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230. At all relevant times Syngenta engaged in the business of designing, manufacturing, distributing, formulating, and selling Paraquat and other pesticides and held themselves out as having special knowledge or skill regarding Paraquat and other pesticides.

231. At all relevant times, Syngenta designed, manufactured, distributed, and sold Paraquat for use in Pennsylvania and nationally.

232. Plaintiffs were exposed to Paraquat that Syngenta marketed, designed, manufactured, distributed, and/or sold.

233. The Paraquat to which Plaintiffs were exposed was not fit for the ordinary purposes for which it was used, and in particular:

a. It was designed, manufactured, formulated, and packaged such that it 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.

b. When inhaled, ingested, or 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, it was likely to cause neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause neurodegenerative disease, including Parkinson's disease.

234. As a direct and proximate result Syngenta's breach of implied warranty, Plaintiffs have developed neurological injuries, including Parkinson's disease or a precursor ailment. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. Plaintiffs are or will become unable to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and

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disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT XI—BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST CHEVRON

235. Plaintiffs incorporate all other allegations herein.

236. At all relevant times Chevron engaged in the business of designing, manufacturing, distributing, formulating, packaging, and selling Paraquat and other pesticides and held themselves out as having special knowledge or skill regarding Paraquat and other pesticides.

237. At all relevant times, Chevron distributed and sold Paraquat for use in Pennsylvania and nationally.

238. Plaintiffs were exposed to Paraquat that Chevron marketed, distributed, formulated, and/or sold.

239. The Paraquat to which Plaintiffs were exposed was not fit for the ordinary purposes for which it was used, and in particular:

a. It was formulated and packaged such that it 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.

b. When inhaled, ingested, or 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, it was likely to cause neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause neurodegenerative disease, including Parkinson's disease.

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240. As a direct and proximate result Chevron's breach of implied warranty, Plaintiffs have developed neurological injuries, including Parkinson's disease or a precursor ailment. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. Plaintiffs are or will become unable to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT XII—BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST FMC

241. Plaintiffs incorporate all other allegations herein.

242. At all relevant times FMC engaged in the business of manufacturing, distributing, formulating, packaging, and selling Paraquat and other pesticides and held themselves out as having special knowledge or skill regarding Paraquat and other pesticides.

243. At all relevant times, FMC distributed, formulated, and sold Paraquat for use in Pennsylvania and nationally.

244. Plaintiffs were exposed to Paraquat that FMC marketed, formulated, distributed, and/or sold.

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

a. It was formulated and packaged such that it 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.

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b. When inhaled, ingested, or 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, it was likely to cause neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause neurodegenerative disease, including Parkinson's disease.

246. As a direct and proximate result FMC's breach of implied warranty, Plaintiffs have developed neurological injuries, including Parkinson's disease or a precursor ailment. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. Plaintiffs are or will become unable to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT XIII—FRAUD AGAINST SYNGENTA

247. Plaintiffs incorporate all other allegations herein.

248. Syngenta designed, manufactured, formulated, distributed and/or sold the Paraquat to which Plaintiffs were exposed.

249. Syngenta made misstatements concerning the safety of Paraquat. In particular, at all relevant times, Syngenta has publicly maintained that Paraquat does not cause neurological injuries, including precursor ailments that will progress into Parkinson's disease.

250. These misstatements were material in that Plaintiffs relied on Syngenta's misstatements when decided to use or continue using Paraquat. Absent said misstatements, Plaintiffs would not have used Paraquat.

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251. These misstatements were fraudulent in that Syngenta knew at all relevant times that Paraquat crossed the blood-brain barrier and/or was absorbed directly by the olfactory bulb, that Paraquat reduced the number of dopaminergic neurons, that Paraquat caused oxidative stress in the portion of the brain relevant to Parkinson's disease, and that studies (including internal Syngenta research) had connected Paraquat with Parkinson's disease.

252. Plaintiffs' reliance on Syngenta's misstatements was the factual and proximate cause of Plaintiffs' development of neurological injuries, including Parkinson's disease or a precursor ailment. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. Plaintiffs are or will become unable to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT XIV—FRAUD AGAINST CHEVRON

253. Plaintiffs incorporate all other allegations herein.

254. Chevron designed, manufactured, formulated, distributed, and/or sold the Paraquat to which Plaintiffs were exposed.

255. Chevron made misstatements concerning the safety of Paraquat. In particular, at all relevant times, Chevron has publicly maintained that Paraquat does not cause neurological injuries, including precursor ailments that will progress into Parkinson's disease.

256. These misstatements were material in that Plaintiffs relied on Chevron's misstatements when decided to use or continue using Paraquat. Absent said misstatements, Plaintiffs would not have used Paraquat.

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257. These misstatements were fraudulent in that Chevron knew at all relevant times that Paraquat crossed the blood-brain barrier and/or was absorbed directly by the olfactory bulb, that Paraquat reduced the number of dopaminergic neurons, that Paraquat caused oxidative stress in the portion of the brain relevant to Parkinson's disease, and that studies (including internal Chevron research) had connected Paraquat with Parkinson's disease.

258. Plaintiffs' reliance on Chevron's misstatements was the factual and proximate cause of the Plaintiffs' development of neurological injuries, including Parkinson's disease or a precursor ailment. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. Plaintiffs are or will become unable to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT XV—FRAUD AGAINST FMC

259. Plaintiffs incorporate all other allegations herein.

260. FMC manufactured, formulated, distributed, and/or sold the Paraquat to which Plaintiffs were exposed.

261. FM C made misstatements concerning the safety of Paraquat. In particular, at all relevant times, FMC has publicly maintained that Paraquat does not cause neurological injuries, including precursor ailments that will progress into Parkinson's disease.

262. These misstatements were material in that Plaintiffs relied on FMC's misstatements when decided to use or continue using Paraquat. Absent said misstatements, Plaintiffs would not have used Paraquat.

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263. These misstatements were fraudulent in that FMC knew at all relevant times that Paraquat crossed the blood-brain barrier and/or was absorbed directly by the olfactory bulb, that Paraquat reduced the number of dopaminergic neurons, that Paraquat caused oxidative stress in the portion of the brain relevant to Parkinson's disease, and that studies (including internal research shared with FMC) had connected Paraquat with Parkinson's disease.

264. Plaintiffs' reliance on FMC's misstatements was the factual and proximate cause of the Plaintiffs' development of neurological injuries, including Parkinson's disease or a precursor ailment. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. Plaintiffs are or will become unable to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT XVI—CONCERTED ACTION, AIDING-AND-ABETTING FRAUD AGAINST CHEVRON

265. Plaintiffs incorporate all other allegations herein.

266. Chevron designed, manufactured, formulated, distributed, and/or sold the Paraquat to which Plaintiffs were exposed.

267. At all relevant times, including after 1986, Chevron was aware that Paraquat crossed the blood-brain barrier and/or was absorbed directly by the olfactory bulb, that Paraquat reduced the number of dopaminergic neurons, that Paraquat caused oxidative stress in the portion of the brain relevant to Parkinson's disease, and that studies (including internal research conducted by Chevron) had connected Paraquat with Parkinson's disease.

268. At all relevant times, including after 1986, Chevron knew that Syngenta was likewise aware that Paraquat crossed the blood-brain barrier and/or was absorbed directly by the

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olfactory bulb, that Paraquat reduced the number of dopaminergic neurons, that Paraquat caused oxidative stress in the portion of the brain relevant to Parkinson's disease, and that studies (including internal research conducted by Syngenta and shared with Chevron) had connected Paraquat with Parkinson's disease.

269. At all relevant times, including prior to 1986, Chevron was aware it had a duty to warn end-users of these risks associated with Paraquat use.

270. At all relevant times, including after 1986, Chevron was aware that Syngenta continued to maintain that Paraquat does not cause neurological injuries, including Parkinson's disease.

271. At all relevant times, including after 1986, Chevron knew that Syngenta's actions constituted a breach of its duty to warn, its duty of care, and other duties as alleged herein.

272. At all relevant times, including after 1986, Chevron knew that publicly revealing the link between Paraquat and Parkinson's disease would cause it and other companies involved in Paraquat, including Syngenta, to lose sales and/or become subject to regulatory enforcement.

273. Chevron aided and abetted Syngenta's continued breach of its duties by failing to publicly disclose its knowledge that Paraquat causes Parkinson's disease thereby permitting Syngenta to continue to breach its duties as alleged herein.

274. Chevron's actions aiding and abetting Syngenta were the factual and proximate cause of Plaintiffs' injuries because, had Chevron publicly disclosed its knowledge that Paraquat causes Parkinson's disease, Plaintiffs would not have purchased or used Paraquat. As a result, Plaintiffs have developed neurological injuries, including Parkinson's disease or a precursor ailment. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. Plaintiffs are or will become unable

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to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT XVII—CONCERTED ACTION, AIDING-AND-ABETTING FRAUD AGAINST FMC

275. Plaintiffs incorporate all other allegations herein.

276. FMC manufactured, formulated, distributed, and/or sold the Paraquat to which Plaintiffs were exposed.

277. At all relevant times, including after 1986, FMC was aware that Paraquat crossed the blood-brain barrier and/or was absorbed directly by the olfactory bulb, that Paraquat reduced the number of dopaminergic neurons, that Paraquat caused oxidative stress in the portion of the brain relevant to Parkinson's disease, and that studies (including internal research conducted by Chevron and shared with FMC) had connected Paraquat with Parkinson's disease.

278. At all relevant times, including after 1986, FMC knew that Syngenta was likewise aware that Paraquat crossed the blood-brain barrier and/or was absorbed directly by the olfactory bulb, that Paraquat reduced the number of dopaminergic neurons, that Paraquat caused oxidative stress in the portion of the brain relevant to Parkinson's disease, and that studies (including internal research conducted by Syngenta and shared with FMC) had connected Paraquat with Parkinson's disease.

279. At all relevant times, including prior to 1986, FMC was aware it had a duty to warn end-users of these risks associated with Paraquat use.

280. At all relevant times, including after 1986, FMC was aware that Syngenta continued to maintain that Paraquat does not cause neurological injuries, including Parkinson's disease.

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281. At all relevant times, including after 1986, FMC knew that Syngenta's actions constituted a breach of its duty to warn, its duty of care, and other duties as alleged herein.

282. At all relevant times, including after 1986, FMC knew that publicly revealing the link between Paraquat and Parkinson's disease would cause it and other companies involved in Paraquat, including Syngenta, to lose sales and/or become subject to regulatory enforcement.

283. FMC aided and abetted Syngenta's continued breach of its duties by failing to publicly disclose its knowledge that Paraquat causes Parkinson's disease thereby permitting Syngenta to continue to breach its duties as alleged herein.

284. FMC's actions aiding and abetting Syngenta were the factual and proximate cause of Plaintiffs' injuries because, had FMC publicly disclosed its knowledge that Paraquat causes Parkinson's disease, Plaintiffs would not have purchased or used Paraquat. As a result, Plaintiffs have developed neurological injuries, including Parkinson's disease or a precursor ailment. Plaintiffs' Parkinson's disease either has or will progress to become entirely debilitating. Plaintiffs will lose the ability to control their motor functions. Plaintiffs are or will become unable to live independently. Plaintiffs have or will suffer permanent physical injuries, pain, mental anguish, and disability that will continue for the rest of their lives. Because of this, Plaintiffs have suffered economic and noneconomic damages as a result of Defendant's actions.

COUNT XVIII – LOSS OF CONSORTIUM AGAINST SYNGENTA

285. Plaintiffs incorporate all other allegations herein.

286. As a result of the wrongful and negligent acts of Syngenta, spouses of Plaintiffs who suffer neurological injuries, including Parkinson's disease or a precursor ailment, were caused to suffer, and will continue to suffer in the future, loss of consortium, loss of society, affection, assistance, conjugal fellowship, all to the detriment of their martial relationships.

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287. All of the injuries and damages to Plaintiffs' relationships were caused solely and proximately by the negligence and actions of Syngenta.

COUNT XIX – LOSS OF CONSORTIUM AGAINST CHEVRON

288. Plaintiffs incorporate all other allegations herein.

289. As a result of the wrongful and negligent acts of Chevron, spouses of Plaintiffs who suffer neurological injuries, including Parkinson's disease or a precursor ailment, were caused to suffer, and will continue to suffer in the future, loss of consortium, loss of society, affection, assistance, conjugal fellowship, all to the detriment of their martial relationships.

290. All of the injuries and damages to Plaintiffs' relationships were caused solely and proximately by the negligence and actions of Chevron.

COUNT XX – LOSS OF CONSORTIUM AGAINST FMC

291. Plaintiffs incorporate all other allegations herein.

292. As a result of the wrongful and negligent acts of FMC, spouses of Plaintiffs who suffer neurological injuries, including Parkinson's disease or a precursor ailment, were caused to suffer, and will continue to suffer in the future, loss of consortium, loss of society, affection, assistance, conjugal fellowship, all to the detriment of their martial relationships.

293. All of the injuries and damages to Plaintiffs' relationships were caused solely and proximately by the negligence and actions of FMC.

COUNT XXI – WRONGFUL DEATH AGAINST SYNGENTA

294. Plaintiffs incorporate all other allegations herein.

295. Defendants' actions and negligence caused the death of some Plaintiffs.

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296. As a result of those Plaintiffs' deaths, their representative survivors have suffered pain, grief, sorrow, anguish, stress, shock, and mental suffering already experienced and reasonably probable to be experience for the rest of their lives.

297. As a consequence of those Plaintiffs' deaths, their representative survivors have incurred expenses for funeral, burial, medical care and services for the injury that resulted in death, lost wages, and loss of earning capacity.

298. As a further consequence of those Plaintiffs' deaths, their representative survivors have incurred the loss of love, affection, companionship, care, protection, and guidance since the death and in the future.

COUNT XXII – WRONGFUL DEATH AGAINST CHEVRON

299. Plaintiffs incorporate all other allegations herein.

300. Defendants' actions and negligence caused the death of some Plaintiffs.

301. As a result of those Plaintiffs' deaths, their representative survivors have suffered pain, grief, sorrow, anguish, stress, shock, and mental suffering already experienced and reasonably probable to be experience for the rest of their lives.

302. As a consequence of those Plaintiffs' deaths, their representative survivors have incurred expenses for funeral, burial, medical care and services for the injury that resulted in death, lost wages, and loss of earning capacity.

303. As a further consequence of those Plaintiffs' deaths, their representative survivors have incurred the loss of love, affection, companionship, care, protection, and guidance since the death and in the future.

COUNT XXIII – WRONGFUL DEATH AGAINST FMC

304. Plaintiffs incorporate all other allegations herein.

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305. Defendants' actions and negligence caused the death of some Plaintiffs.

306. As a result of those Plaintiffs' deaths, their representative survivors have suffered pain, grief, sorrow, anguish, stress, shock, and mental suffering already experienced and reasonably probable to be experience for the rest of their lives.

307. As a consequence of those Plaintiffs' deaths, their representative survivors have incurred expenses for funeral, burial, medical care and services for the injury that resulted in death, lost wages, and loss of earning capacity.

308. As a further consequence of those Plaintiffs' deaths, their representative survivors have incurred the loss of love, affection, companionship, care, protection, and guidance since the death and in the future.

DEMAND FOR JURY TRIAL

309. Plaintiffs incorporate all other allegations, including all causes of action, herein.

310. Plaintiffs demand a jury trial on all issues contained herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in Plaintiffs' favor against all Defendants as follows:

(1) Judgment for Plaintiffs and against Defendants.

(2) For medical and related expenses, according to proof.

(3) For loss of earnings and/or earning capacity, according to proof.

(4) For exemplary or punitive damages, according to proof.

(5) For treble damages.

(6) For mental and physical suffering, according to proof.

(7) For loss of consortium, according to proof.

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(8) For Plaintiff's cost of suit herein.

(9) For disgorgement of profits, according to proof.

(10) Default judgment as a sanction for the bad faith destruction of evidence, if any, and according to proof, if any.

(11) For such other and further relief as this Court may deem just and proper, including prejudgment interest.

Dated: November 16, 2022

Respectfully Submitted,

/s/ Esther Berezofsky
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Plaintiffs' Lead Counsel

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EXHIBIT B

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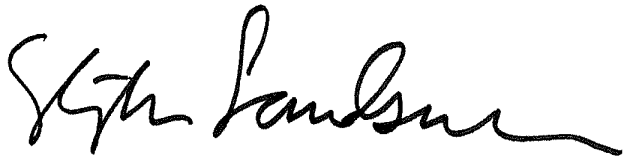
VERIFICATION

I, Stephen Landsman, General Counsel of Syngenta AG, state that I am authorized to make this Verification on behalf of Syngenta AG; that the statements of fact in the Syngenta Defendants' Preliminary Objections to The Master Long-Form Complaint (Section III., A. and B.) and the Syngenta Defendants' Brief in Support of its Preliminary Objections to The Master Long-Form Complaint (Argument Sections I. and II.), regarding jurisdiction and venue, are true and correct to the best of my knowledge, information, and belief based on my familiarity with the Syngenta AG business operations and my review of records kept in the ordinary course of business; and that this Verification is made subject to the penalties of 18 Pa. Const. Stat. § 4904, relating to unsworn falsification to authorities.

Dated: December 20, 2022



Stephen Landsman

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EXHIBIT C

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VERIFICATION

I, Mark Smith, Senior Assistant General Counsel, Syngenta Crop Protection, LLC, state that I am authorized to make this Verification on behalf of Syngenta Crop Protection, LLC; that the statements of fact in the Syngenta Defendants' Preliminary Objections to The Master Long-Form Complaint (Section III., A. and B.) and the Syngenta Defendants' Brief in Support of its Preliminary Objections to The Master Long-Form Complaint (Argument Sections I. and II.), regarding jurisdiction and venue, are true and correct to the best of my knowledge, information, and belief based on my familiarity with the Syngenta Crop Protection, LLC's business operations and my review of records kept in the ordinary course of business; and that this Verification is made subject to the penalties of 18 Pa. Const. Stat. § 4904, relating to unsworn falsification to authorities.

Dated: December 20, 2022

Mark Smith

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EXHIBIT G

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IN THE FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
PHILADELPHIA COURT OF COMMON PLEAS
TRIAL DIVISION - CIVIL

Filed and Attested by the
Office of Judicial Records
22 FEB 2023 11:08 pm
I. LOWELL

IN RE: PARAQUAT PRODUCTS LIABILITY LITIGATION

MAY TERM, 2022

No. 559

ORDER

On this _____ day of _____, 2023, upon consideration of Defendants Syngenta AG and Syngenta Crop Protection, LLC's (collectively "the Syngenta Defendants") Preliminary Objection to Plaintiffs' Answer to the Syngenta Defendants' Preliminary Objections to Plaintiffs' Long-Form Complaint, their Memorandum of Law in Support, and any response thereto, it is hereby ORDERED that the Syngenta Defendants' Preliminary Objection to Plaintiffs' Answer is SUSTAINED. It is further ORDERED that the factual averments in Paragraphs 76, 77, 85, 103, 113, 117, and 118 of the Syngenta Defendants' Preliminary Objections to Plaintiffs' Long-Form Complaint are deemed admitted, and any facts asserted in Plaintiffs' Answer or Omnibus Memorandum of Law in Opposition to the Syngenta Defendants' Preliminary Objections to Plaintiffs' Long-Form Complaint are hereby stricken.

BY THE COURT:

_____
J.

Case ID: 220500559
Control No.: 23024792

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Counsel for Defendants Syngenta AG and Syngenta Crop Protection, LLC

NOTICE TO PLEAD

To: Plaintiffs

You are hereby notified to file a written response to the enclosed Preliminary Objections within twenty (20) days from service hereof or a judgment may be entered against you.

/s/ David J. Parsells
Counsel for Defendants Syngenta AG and Syngenta Crop Protection, LLC

IN THE FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
PHILADELPHIA COURT OF COMMON PLEAS
TRIAL DIVISION - CIVIL

IN RE: PARAQUAT PRODUCTS LIABILITY LITIGATION	MAY TERM, 2022 No. 559

SYNGENTA AG AND SYNGENTA CROP PROTECTION, LLC'S PRELIMINARY OBJECTION TO PLAINTIFFS' ANSWER TO THE SYNGENTA DEFENDANTS' PRELIMINARY OBJECTIONS TO THE LONG-FORM COMPLAINT RAISING ISSUES OF FACT

Pursuant to Rule 1028(a)(2) of the Pennsylvania Rules of Civil Procedure, Defendants Syngenta AG and Syngenta Crop Protection, LLC ("the Syngenta Defendants") make the following Preliminary Objection to Plaintiffs' Answer to the Syngenta Defendants' Preliminary Objections raising issues of fact. As set forth below, and in the Syngenta Defendants' Supporting Memorandum of Law, Section I of which is incorporated herein in its entirety, Plaintiffs'

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unverified Answer violates Rule 1024(a) and fails to conform to the pleading requirements of Rule 1030(a).

1. On November 16, 2022, Plaintiffs filed this action against the Syngenta Defendants, Chevron U.S.A. Inc., ("Chevron"), and FMC Corporation ("FMC") (collectively, "Defendants") alleging that various Plaintiffs developed unidentified neurological injuries, including but not limited to Parkinson's disease, as a result of their exposure to unidentified Paraquat products purportedly produced and sold by the Defendants. *See* Pls' Long-Form Complaint ¶ 8 ("Complaint" or "Compl.").

2. The Complaint asserts eight causes of action against the Defendants across twenty-three counts: strict products liability design defect (Counts I–III, against each Defendant), strict products liability failure to warn (Counts IV–VI, against each Defendant), negligence (Counts VII–IX, against each Defendant), breach of implied warranty of merchantability (Counts X–XII, against each Defendant), fraud (Counts XIII–XV, against each Defendant), concerted action, aiding-and-abetting fraud (Counts XVI and XVII, against Chevron and FMC), loss of consortium (Counts XVIII–XX, against each Defendant), and wrongful death (Counts XXI–XXIII, against each Defendant). *Id.* ¶¶ 157–308.

3. On December 20, 2022, the Syngenta Defendants filed verified Preliminary Objections to the Complaint pursuant to various Rules, including Rules 237.1, 1006(b), 1018, 1019(a), 1019(b), 1019(f), 1019(h), 1019(i), 1022, 1024, 1028(a)(1), 1028(a)(2), 1028(a)(3), 1028(a)(4), 1028(a)(5), 1032, 1037, 2179(a), 2202, 2204, 2205, and 2228(a) of the Pennsylvania Rules of Civil Procedure raising issues of fact and asserting, among other things, that this Court lacks personal jurisdiction over the Syngenta Defendants and that Philadelphia County is an improper venue for this action. *See* Exhibit A, Syngenta Defs' Prelim. Objs. to Compl., Control

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No. 22124218 (Dec. 20, 2022) ("Syngenta's Prelim. Objs. to Compl."); *see also* Exhibit A, Mem. of Law in Supp. of Syngenta Defs' Prelim. Objs. to Compl., Control No. 22124218 (Dec. 20, 2022) ("Mem. in Supp. of Syngenta's Prelim. Objs. to Compl.").

4. The Syngenta Defendants' Preliminary Objections were endorsed with a Notice to Plead.

5. On February 2, 2023, Plaintiffs filed an unverified Answer to the Syngenta Defendants' Preliminary Objections. *See* Exhibit B, Pls' Answer to Syngenta Defs' Prelim. Objs. to Compl., Control No. 22124218 (Feb. 2, 2023) ("Answer").

6. Also on February 2, 2023, Plaintiffs filed an Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections that incorporates unverified allegations from the Complaint. *See* Exhibit B, Pls' Omnibus Mem. of Law in Opp. to Defs' Prelim. Objs. to Compl., Control No. 2212417 (Feb. 2, 2023) ("Omnibus Opposition," "Opposition," or "Mem. in Opp.").

I. Preliminary Objection Pursuant to Rule 1028(a)(2) for Failure to Conform to Rules 1024(a) and 1030(a).

7. The Syngenta Defendants incorporate the preceding paragraphs by reference as if fully set forth herein.

8. Rule 1024(a) requires that "[e]very pleading containing an averment of fact not appearing of record in the action or containing a denial of fact . . . shall be verified." Pa. R. Civ. P. 1024(a).

9. Rule 1030(a) states that "other material facts which are not merely denials of the averments of the preceding pleading" are appropriately raised as new matter. Pa. R. Civ. P. 1030(a).

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10. Plaintiffs' Answer attempts to assert and deny various facts raised in the Syngenta Defendants' Preliminary Objections, but it is not verified. *See* Answer ¶¶ 76, 77, 85, 103, 113, 117, 118; Syngenta's Prelim. Objs. to Compl. ¶¶ 76, 77, 85, 103, 113, 117, 118. Therefore, Plaintiffs' Answer does not comport with Rule 1024(a).

11. Plaintiffs' unverified Answer also attempts to assert facts to support venue by incorporating their Omnibus Opposition and repeatedly cross-referencing statements made therein, rather than by asserting those alleged facts as verified new matter, as required by Rule 1030(a). *See* Answer at 1–2 (noting incorporation of Omnibus Opposition); *see also* Mem. in Opp. at 40–43 (citing factual averments regarding Syngenta and Chevron's purported business dealings). Therefore, Plaintiffs' Answer and its Omnibus Opposition do not comport with Rule 1030(a).

12. Furthermore, Plaintiffs' Omnibus Opposition repeatedly cites to allegations in the Complaint. *E.g.*, Mem. in Opp. at 12–15, 19–24, 27, 34–43.

13. While referring to factual allegations of record is generally permissible under Rule 1024(a), Rule 1024(a) contemplates that the underlying allegations referred to have previously been verified in compliance with the Rule. Nothing in this Court's case management orders provides otherwise. Here, however, the underlying allegations in the Complaint are also unverified. For that additional reason, Plaintiffs' Omnibus Opposition does not have any verified factual support and therefore does not comport with Rule 1024(a) or 1030(a).

14. In the absence of a proper verification, "a pleading is [a] mere narration, and amounts to nothing." *Atl. Credit & Fin. v. Giuliana*, 829 A.2d 340, 344 (Pa. Super. Ct. 2003) (quotation marks omitted).

15. Thus, Plaintiffs' averments in the unverified Answer and incorporated through the Omnibus Opposition that either: (1) attempt to assert facts, or (2) deny facts asserted by the

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Syngenta Defendants, are "patently insufficient." *See Gracey v. Cumru Twp.*, No. 2604 C.D. 2010, 2011 WL 10878246, at *3 (Pa. Commw. Ct. Dec. 27, 2011) (per curiam).

16. The window for Plaintiffs to respond to the Syngenta Defendants' Preliminary Objections closed on February 2, 2023. *See* Case Management Order No. 2B, Control No. 22124218 (Jan. 11, 2023).

17. Because the unverified Answer and Omnibus Opposition are insufficient and the time to respond to the Syngenta Defendants' Preliminary Objections has passed, the factual averments in the Syngenta Defendants' Preliminary Objections are deemed admitted "by operation of law." *See Edmond v. Se. Pa. Transp. Auth.*, 651 A.2d 645, 647 (Pa. Commw. Ct. 1994); *see also* Pa. R. Civ. P. 1029(b) ("Averments in a pleading to which a responsive pleading is required are admitted when not denied specifically or by necessary implication."); *McCormick v. Allegheny Gen. Hosp.*, 527 A.2d 1028, 1031–32 (Pa. Super. Ct. 1987) (pleadings endorsed with a notice to plead are admitted if they are not responded to within twenty days).

WHEREFORE, for these reasons and also those detailed in the accompanying Memorandum of Law (Exhibit C), the Syngenta Defendants respectfully request that the Court sustain their Preliminary Objection to the Answer and enter the relief requested in the attached Proposed Order.

February 22, 2023

Respectfully submitted,

By: */s/ Don Hong*

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By: */s/ David J. Parsells*

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Counsel for Defendants Syngenta AG and Syngenta Crop Protection, LLC

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CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

Dated: February 22, 2023

By: */s/ David J. Parsells*
David J. Parsells

Counsel for Defendants Syngenta AG and Syngenta Crop Protection, LLC

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CERTIFICATE OF SERVICE

I, David J. Parsells, Esquire certify that on February 22, 2023, I caused a true and correct copy of this filing, along with the accompanying Exhibits A, B, and C, to be served upon Plaintiffs' counsel of record along with all Defendants and/or Defense counsel of record via the Court's e-filing system, which satisfies the requirements of Pennsylvania's Rules of Civil Procedure.

Dated: February 22, 2023

By: */s/ David J. Parsells*
David J. Parsells

Counsel for Defendants Syngenta AG and Syngenta Crop Protection, LLC

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EXHIBIT H

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available. As a result, Syngenta makes this response based on the information available to it at this time and reserves the right to modify or supplement this Response if further information is discovered.

Nonetheless, as a discovery compromise, and subject to its objections, Syngenta states that it has not owned or partially owned a subsidiary or other business entity that is headquartered in Pennsylvania that relates to Paraquat.

INTERROGATORY NO 3: Identify, by name, title, and office address (or address which Syngenta uses to correspond with the individual) all employees or independent contractors of Syngenta who were responsible for the manufacture, sale, marketing, advertising and/or distribution of Paraquat in the Commonwealth of Pennsylvania.

RESPONSE:

Syngenta objects to this Interrogatory to the extent it asks Syngenta to identify individuals responsible for the manufacture, sale, marketing, advertising, and/or distribution of Paraquat across nearly five decades, including many decades wherein those individuals were employed by Syngenta's predecessors. Syngenta also objects that this Interrogatory seeks information that is not maintained in the ordinary course of business.

Syngenta further objects to the extent this Interrogatory seeks information that is not in Syngenta's custody or control, or maintained by Syngenta in the ordinary course of business. Given the passage of more than 55 years since Paraquat was first available for sale in the United States, as well as the numerous corporate changes that resulted in the creation of the Syngenta entities that are defendants in the present suit, it is impossible for Syngenta to answer this Interrogatory completely, and Syngenta must necessarily rely on the limited historical information available. As a result, Syngenta makes this response based on the information available to it at this time and reserves the right to modify or supplement this Response if further information is discovered.

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Syngenta also objects given that Syngenta or its affiliated companies employ over 30,000 people today, and over the past 55 years have employed tens of thousands of more individuals. Based on its records, only a tiny fraction of those employees have worked in Pennsylvania.

Subject to and without waiving its responses, Syngenta identifies the following individuals Syngenta employees who worked in Pennsylvania. The records do not distinguish whether or not these individuals worked with Paraquat.

Last Name	First Name	Location	Function	Employment Status
Cassidy	Joseph	Field, PA	Commercial - Sales	Current
Beekman	Katherine	Field, PA	Commercial - Sales	Current
Austin	Craig	Field, PA	Commercial - Sales	Current
Moyer	Jennifer	Field, PA	Commercial - Commercial Management / Support	Current
Thornton	Jeremy	Field, PA	Commercial - Sales	Current
Yingling	Chad	Field, PA	Commercial - Sales	Current
Rider	Douglas	Field, PA	Commercial - Sales	Current
Davis	Jonathan	Field, PA	Commercial - Sales	Current
Brazinski	Jordan	Field, PA	Commercial - Sales	Current
Konjoian	Brett	Field, PA	Commercial - Sales	Current
Tudor	William	Field, PA	Commercial - Sales	Current
Sutton	Brenton	Field, PA	Commercial - Sales	Current
Ouzts	John	Field, PA	Commercial - Sales	Current

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Harvey	Steven	Field, PA	Production Technician A&C	Former
McLaughlin	Luther	Trevose, PA	Manager, Sales & Marketing A&C	Former
Winslow	Richard	Trevose, PA	Production Technician A&C	Former
Szerensits	Emily	Field, PA	NK Sales Representative	Former
Gollmer	Samantha	Field, PA	Seed Sales Intern	Former
Hobbs	A	Field, PA	Retail Representative	Former
Ebo	Siria	Trevose, PA	Manager, Finance Operations A&C	Former
Kelly	Deborah	Trevose, PA	Accounts Receivable Specialist A&C	Former
Bussey	Palastine	Trevose, PA	Accounts Payable Specialist, A&C	Former
Kelly	Marguerite	Trevose, PA	Customer Account Specialist A&C	Former
Sharper	Nantasha	Trevose, PA	Sales Support Specialist A&C	Former
Keyak	Brittany	Trevose, PA	Production Technician - A&C	Former
Kelly	Joseph	Trevose, PA	Manager, Production A&C	Former
Ferrari	Michael	Field, PA	Head Climate and Agronomic Decision Sciences	Former
Kostic	Robert	Field, PA	NK Sales Representative	Former
Shultz	Valerie	Field, PA	Technical Leader 2	Former
Guindon	Casey	Field, PA	NK Agronomist	Former
Sutton	Richard	Field, PA	Key Account Lead	Former
Agnew	Michael	Field, PA	Technical Services Representative	Former
Luu	Magnolia	Field, PA	IT Risk Management - Intern	Former
Kozsey	Lee	Field, PA	Sales Territory Manager	Former
Marin	Agnes	Field, PA	North America Talent Acquisition Technology Manager	Former

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Cuny	Jon	Field, PA	Sales Territory Manager	Former

INTERROGATORY NO 4: Provide the names and addresses of all distributors, retailers, wholesalers, distributors, and sellers who sold, delivered, or received Paraquat from Syngenta for distribution or sale within the Commonwealth of Pennsylvania from 1964 to the present.

RESPONSE:

Plaintiffs have conceded that this Court lacks general personal jurisdiction over Syngenta by failing to argue the issue in their omnibus opposition to Syngenta's preliminary objections to the long-form complaint. *See* Reply Mem. in Supp. of Syngenta's Prelim. Objs. to Compl., Control No. 22124218, at 7-9 (Feb. 22, 2023) (detailing Plaintiffs' failure to develop an argument for general jurisdiction); *see also, e.g.*, *In re: Condemnation by the Dep't of Transp.*, 76 A.3d 101, 106-07 n.8 (Pa. Commw. Ct. 2013) ("A party's failure to develop an issue in the argument section of its brief constitutes waiver of the issue."). Plaintiffs instead lean on allegations of specific personal jurisdiction to maintain suit. *See* Pls' Omnibus Mem. of Law in Opp. to Defs' Prelim. Objs. to Compl., Control No. 2212417, at 3-4, 32-37 (Feb. 2, 2023) (arguing relevance of specific jurisdiction only). Syngenta thus objects to this Interrogatory, which asks for "all distributors, retailers, wholesalers, distributors, and sellers" who sold, delivered, or received Paraquat from Syngenta in Pennsylvania. This plainly does not support Plaintiffs' allegations of specific jurisdiction, and thus is not proper personal jurisdiction discovery. Syngenta further objects to this Interrogatory because it seeks information that is not maintained in the ordinary course of business.

Syngenta further objects to the extent this Interrogatory seeks information that is not in Syngenta's custody or control, or maintained by Syngenta in the ordinary course of business. Given the passage of more than 55 years since Paraquat was first available for sale in the United States, as well as the numerous corporate changes that resulted in the creation of the Syngenta

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EXHIBIT I

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REQUEST FOR ADMISSION NO. 2: Admit that Syngenta Crop Protection, LLC is voluntarily registered and qualified to conduct business in Pennsylvania as a foreign entity.

RESPONSE:

Plaintiffs have conceded that this Court lacks general personal jurisdiction over Syngenta by failing to argue the issue in their omnibus opposition to Syngenta's preliminary objections to the long-form complaint. *See* Reply Mem. in Supp. of Syngenta's Prelim. Objs. to Compl., Control No. 22124218, at 7-9 (Feb. 22, 2023) (detailing Plaintiffs' failure to develop an argument for general jurisdiction and in particular, Plaintiffs' failure to argue that registration establishes personal jurisdiction in Pennsylvania); *see also, e.g.*, *In re: Condemnation by the Dep't of Transp.*, 76 A.3d 101, 106-07 n.8 (Pa. Commw. Ct. 2013) ("A party's failure to develop an issue in the argument section of its brief constitutes waiver of the issue."). Plaintiffs instead lean on allegations of specific personal jurisdiction to maintain suit. *See* Pls' Omnibus Mem. of Law in Opp. to Defs' Prelim. Objs. to Compl., Control No. 2212417, at 3-4, 32-37 (Feb. 2, 2023) (arguing relevance of specific jurisdiction only). Syngenta thus objects to this Request, which seeks information about Syngenta's business registration in Pennsylvania. This plainly does not support Plaintiffs' allegations of specific jurisdiction, and thus is not proper personal jurisdiction discovery.

Subject to its objections, Syngenta admits that it is currently registered to conduct business in Pennsylvania and refers to the Pennsylvania business registration produced in response to Request for Documents Number 17.

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the long-form complaint. *See* Reply Mem. in Supp. of Syngenta's Prelim. Objs. to Compl., Control No. 22124218, at 7-9 (Feb. 22, 2023) (detailing Plaintiffs' failure to develop an argument for general jurisdiction); *see also, e.g.*, *In re: Condemnation by the Dep't of Transp.*, 76 A.3d 101, 106-07 n.8 (Pa. Commw. Ct. 2013) ("A party's failure to develop an issue in the argument section of its brief constitutes waiver of the issue."). Plaintiffs instead lean on allegations of specific personal jurisdiction to maintain suit. *See* Pls' Omnibus Mem. of Law in Opp. to Defs' Prelim. Objs. to Compl., Control No. 2212417, at 3-4, 32-37 (Feb. 2, 2023) (arguing relevance of specific jurisdiction only). Syngenta thus objects to this Request, which seeks information about whether Syngenta maintains offices in Pennsylvania. This plainly does not support Plaintiffs' allegations of specific jurisdiction, and thus is not proper personal jurisdiction discovery.

Given the passage of more than 55 years since Paraquat was first available for sale in the United States, as well as the numerous corporate changes that resulted in the creation of the Syngenta entities that are defendants in the present suit, it is impossible for Syngenta to answer this Request completely, and Syngenta must necessarily rely on the limited historical information available.

Subject to its objections, Syngenta denies that it currently maintains offices in Pennsylvania.

REQUEST FOR ADMISSION NO. 24: Admit that Syngenta maintains employees in Pennsylvania.

RESPONSE:

Plaintiffs have conceded that this Court lacks general personal jurisdiction over Syngenta by failing to argue the issue in its their omnibus opposition to Syngenta's preliminary objections to the long-form complaint. *See* Reply Mem. in Supp. of Syngenta's Prelim. Objs. to Compl.,

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Control No. 22124218, at 7-9 (Feb. 22, 2023) (detailing Plaintiffs' failure to develop an argument for general jurisdiction); *see also, e.g.*, *In re: Condemnation by the Dep't of Transp.*, 76 A.3d 101, 106-07 n.8 (Pa. Commw. Ct. 2013) ("A party's failure to develop an issue in the argument section of its brief constitutes waiver of the issue."). Plaintiffs instead lean on allegations of specific personal jurisdiction to maintain suit. *See* Pls' Omnibus Mem. of Law in Opp. to Defs' Prelim. Objs. to Compl., Control No. 2212417, at 3-4, 32-37 (Feb. 2, 2023) (arguing relevance of specific jurisdiction only). Syngenta thus objects to this Request, which seeks information about whether Syngenta maintains employees in Pennsylvania. This plainly does not support Plaintiffs' allegations of specific jurisdiction, and thus is not proper personal jurisdiction discovery.

Syngenta admits that it maintains approximately 13 employees in Pennsylvania, out of its entire workforce of over 30,000 employees worldwide.

REQUEST FOR ADMISSION NO. 25: Admit that you have provided or aided in the creation of information, materials, data, or other communications concerning the safety of Paraquat exposure to Paraquat applicators in Pennsylvania.

RESPONSE:

Plaintiffs have conceded that this Court lacks general personal jurisdiction over Syngenta by failing to argue the issue in their omnibus opposition to Syngenta's preliminary objections to the long-form complaint. *See* Reply Mem. in Supp. of Syngenta's Prelim. Objs. to Compl., Control No. 22124218, at 7-9 (Feb. 22, 2023) (detailing Plaintiffs' failure to develop an argument for general jurisdiction); *see also, e.g.*, *In re: Condemnation by the Dep't of Transp.*, 76 A.3d 101, 106-07 n.8 (Pa. Commw. Ct. 2013) ("A party's failure to develop an issue in the argument section of its brief constitutes waiver of the issue."). Plaintiffs instead lean on allegations of specific personal jurisdiction to maintain suit. *See* Pls' Omnibus Mem. of Law in

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EXHIBIT J

Case ID: 220500559

VERIFICATION

I, Alan Nadel, Global Head Litigation, Syngenta Crop Protection, LLC, state that I am authorized to make this Verification on behalf of Syngenta Crop Protection, LLC; that the statements of fact in the Syngenta Defendants' Brief Regarding the Effect of *Mallory v. Norfolk S. Ry. Co.* on the Preliminary Objection to the Court's Exercise of General Personal Jurisdiction (Section II., B.), regarding Syngenta Crop Protection, LLC's operations in Pennsylvania, are true and correct to the best of my knowledge, information, and belief based on my familiarity with the Syngenta Crop Protection, LLC business operations and my review of records kept in the ordinary course of business; and that this Verification is made subject to the penalties of 18 Pa. Const. Stat. § 4904, relating to unsworn falsification to authorities.

Dated: August 1, 2023

Alan Nadel

Alan Nadel

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EXHIBIT K

Case ID: 220500559

VERIFICATION

I, Stephen Landsman, General Counsel of Syngenta AG, state that I am authorized to make this Verification on behalf of Syngenta AG; that the statements of fact in the Syngenta Defendants' Brief Regarding the Effect of *Mallory v. Norfolk S. Ry. Co.* on the Preliminary Objection to the Court's Exercise of General Personal Jurisdiction (Section II., B.), regarding Syngenta AG's operations in Pennsylvania, are true and correct to the best of my knowledge, information, and belief based on my familiarity with the Syngenta AG business operations and my review of records kept in the ordinary course of business; and that this Verification is made subject to the penalties of 18 Pa. Const. Stat. § 4904, relating to unsworn falsification to authorities.

Dated: August 1, 2023

Stephen Landsman

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EXHIBIT L

Case ID: 220500559

VERIFICATION

I, Timon Sartorius, Head Corporate Legal of Syngenta AG, state that I am authorized to make this Verification on behalf of Syngenta AG; that the statements of fact in the Syngenta Defendants' Brief Regarding the Effect of *Mallory v. Norfolk S. Ry. Co.* on the Preliminary Objection to the Court's Exercise of General Personal Jurisdiction (Section II., B.), regarding Syngenta AG's operations in Pennsylvania, are true and correct to the best of my knowledge, information, and belief based on my familiarity with the Syngenta AG business operations and my review of records kept in the ordinary course of business; and that this Verification is made subject to the penalties of 18 Pa. Const. Stat. § 4904, relating to unsworn falsification to authorities.

Dated: August 1, 2023

Timon Sartorius

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EXHIBIT M

Case ID: 220500559

FILED
02 FEB 2023 05:29 pm
Civil Administration
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IN RE: PARAQUAT PRODUCTS LIABILITY LITIGATION	**: PHILADELPHIA COUNTY** **: COURT OF COMMON PLEAS** **: TRIAL DIVISION**
This Document Relates to All Actions	**:** **: MAY TERM, 2022** **: No. 559**

PLAINTIFFS' ANSWER TO DEFENDANTS SYNGENTA AG AND SYNGENTA CROP PROTECTION, LLC'S PRELIMINARY OBJECTIONS TO PLAINTIFFS' LONG FORM COMPLAINT

Case ID: 220500559
Control No.: 22124218

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Filing Date: 12/20/2022
Response Date: 2/2/2023
Control No.: 22124218

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IN RE: PARAQUAT PRODUCTS LIABILITY LITIGATION	**: PHILADELPHIA COUNTY** **: COURT OF COMMON PLEAS** **: TRIAL DIVISION**
This Document Relates to All Actions	**:** **: MAY TERM, 2022** **: No. 559**

ORDER

AND NOW this _____ day of_____ , 2023, upon consideration of the Preliminary Objections of Defendants Syngenta AG and Syngenta Crop Protection, LLC to Plaintiffs' Long Form Complaint and Plaintiffs' Answer thereto, it is hereby **ORDERED** and **DECREED** that Defendants Syngenta AG and Syngenta Crop Protection, LLC's Preliminary Objections are **OVERRULED.**

BY THE COURT:

_____

Case ID: 220500559
Control No.: 22124218

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ATTORNEYS FOR PLAINTIFFS

IN RE: PARAQUAT PRODUCTS LIABILITY LITIGATION	**: PHILADELPHIA COUNTY** **: COURT OF COMMON PLEAS** **: TRIAL DIVISION**
This Document Relates to All Actions	**:** **: MAY TERM, 2022** **: No. 559**

PLAINTIFFS' ANSWER TO DEFENDANTS SYNGENTA AG AND SYNGENTA CROP PROTECTION, LLC'S PRELIMINARY OBJECTIONS TO PLAINTIFFS' LONG FORM COMPLAINT[1]

Plaintiffs, by and through the undersigned counsel, hereby submit this Answer to Defendants Syngenta AG and Syngenta Crop Protection, LLC's ("Syngenta") Preliminary

[1] Notably, Syngenta did not submit Preliminary Objections. Rather, Syngenta simply divided its Memorandum of Law in Support of its Preliminary Objections into numbered paragraphs and labeled the resulting document "Preliminary Objections to the Long-Form Complaint." This does not comport with the spirit of the Rules. Nevertheless, Plaintiffs have endeavored to Answer Syngenta's filing to the best extent possible.

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Objections to Plaintiffs' Long Form Complaint.[2] To the extent this Answer references Defendant FMC Corporation, and/or Defendant Chevron U.S.A. Inc., all Defendants are collectively referred to as "Defendants." Plaintiffs incorporate by reference their Long Form Complaint as if fully set forth herein, as well as the accompanying Memorandum of Law in Support of Plaintiffs' Preliminary Objections to Plaintiffs' Long Form Complaint ("Memorandum"). The Long Form Complaint is attached as Exhibit A to Plaintiffs' Memorandum.

PLAINTIFFS' ANSWER

I. INTRODUCTION

Denied. All averments of fact in the "Introduction" are denied. To the extent the "Introduction" sets forth conclusion of law, no response is required.

II. STATEMENT OF FACTS

A. Background.

1. Admitted.

2. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required.

3. Admitted.

4. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required.

5. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required.

[2] Pursuant to Phila. Civ. R. 1028(c)(3), an answer need not be filed to preliminary objections raising issues under Pa. R. Civ. P. 1028(a)(2), (3) and (4). Certain of Syngenta's Preliminary Objections are limited to issues raised under Pa. R. Civ. P. 1028(a)(2), (3) and (4). As such, Plaintiffs have not answered those objections.

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6. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required.

7. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required.

B. Procedural History.

8. Admitted.

9. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret the *Nemeth* Complaint, which is in writing and speaks for itself.

10. Admitted in part; Denied in Part. Plaintiffs admit that for six months following the filing of Nemeth, approximately 50 additional plaintiffs filed suit against Defendants in the Philadelphia Court of Common Pleas. Plaintiffs deny all remaining averments. By way of further response, the allegations in this paragraph purport to characterize and interpret the Complaints, which are writings that speak for themselves.

11. Admitted.

12. Admitted in part; Denied in part. Plaintiffs admit only that the Court created a Paraquat Mass Tort Program run by the Court's Complex Litigation Center and severed and dismissed certain Plaintiffs without prejudice to refile separate claims into the Paraquat Mass Tort Program, which they have done. Plaintiffs also admit that the remaining non-severed cases were transferred into the Paraquat Mass Tort Program. Plaintiffs deny all remaining averments.

13. Admitted in part; Denied in part. Plaintiffs admit only that the Court has adopted procedures to guide the program and that Plaintiffs were ordered to file a Long Form Complaint. All remaining averments are denied. By way of further response, the allegations in this paragraph

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purport to characterize and interpret the Order of November 11, 2022, which is in writing and speaks for itself.

14. Admitted.

C. <u>The Complaint.</u>

15. Admitted.

16. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself.

17. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts throughout the Long Form Complaint that support their claims against Syngenta.

18. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts throughout the Long Form Complaint that support their claims against Syngenta.

19. Admitted.

20. Admitted in Part; Denied in Part. Plaintiffs admit only that Syngenta asks this Court to dismiss the Long Form Complaint. All other factual averments are denied. By way of further response, Syngenta did not submit Preliminary Objections. Rather, Syngenta simply divided its Memorandum of Law in Support of its Preliminary Objections into numbered paragraphs and labeled the resulting document "Preliminary Objections to the Long-Form Complaint."

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III. PRELIMINARY OBJECTIONS TO THE LONG FORM COMPLAINT

A. Plaintiffs' Answer to Defendant Syngenta's Preliminary Objection for Lack of Personal Jurisdiction pursuant to Rule 1028(a)(1).

21. Syngenta's incorporation of previous paragraphs does not require a response.

22. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

23. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

24. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

i. The Court Lacks Specific Jurisdiction.

25. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

26. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus

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27. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

28. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

29. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

30. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

31. Admitted in Part and Denied in Part. Plaintiffs admit only that the case-specific information described in this paragraph is not included in the Long Form Complaint. Pursuant to CMO 2 and mass tort procedures, Plaintiffs will include appropriate case-specific information in their respective short form complaints and other case-specific information will be revealed during discovery. Plaintiffs deny all remaining averments.

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32. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

33. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

34. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

35. Denied. The allegations in this paragraph set forth conclusions of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint. By way of further response, Plaintiffs have sufficiently pleaded facts throughout the Long Form Complaint that support their claims against Syngenta.

36. Denied. The allegations in this paragraph set forth conclusions of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint. By way of further response, Plaintiffs have sufficiently pleaded facts throughout the Long Form Complaint that support that support the Court's jurisdiction over Syngenta.

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37. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

ii. The Court Lacks General Jurisdiction.

38. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

39. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

40. Denied. The allegations in this paragraph set forth conclusions of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint. By way of further response, Plaintiffs have sufficiently pleaded facts throughout the Long Form Complaint that support the Court's jurisdiction over Syngenta.

41. Admitted.

42. Admitted.

43. Admitted.

44. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for

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itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support the Court's jurisdiction over Syngenta. Furthermore, the allegations in this paragraph set forth conclusion of law to which no response is required.

45. After reasonable investigation Plaintiffs are without knowledge or information sufficient to form a belief as the truth of this averment.

46. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

47. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

48. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

49. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

50. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus

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51. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support this Court's jurisdiction over Syngenta.

52. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

53. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

54. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

55. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus

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Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

56. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

57. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support this Court's jurisdiction over Syngenta. Furthermore, the allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

58. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

59. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus

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60. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

61. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

62. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

63. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support this Court's jurisdiction over Syngenta. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

64. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus

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65. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

66. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

67. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

68. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

69. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for

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itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support this Court's jurisdiction over Syngenta.

B. Plaintiffs' Answer to Defendant Syngenta's Preliminary Objection for Improper Venue and Failure to Conform to Law or Rule of Court Pursuant to Rules 1028(a)(1) and 1028(a)(2).[3]

70. Syngenta's incorporation of previous paragraphs does not require a response.

71. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

72. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

73. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

74. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus

[3] As noted above, pursuant to Phila. Civ. R. 1028(c)(3), an answer need not be filed to preliminary objections raising issues under Pa. R. Civ. P. 1028(a)(2). It is unclear which paragraphs in this section refer to issues raised under Rule 1028(a)(2). As such, Plaintiffs have answered all paragraphs in this section.

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75. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

76. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support venue in Philadelphia.

77. Denied. After reasonable investigation Plaintiffs are without knowledge or information sufficient to form a belief as to the truth of the factual averments contained in this paragraph. By way of further response, the allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

78. Denied. The allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support venue in Philadelphia. By way of further response, the allegations in this paragraph set forth conclusion of law to which

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no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

79. Denied. The allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support venue in Philadelphia. By way of further response, the allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

80. Admitted in Part and Denied in Part. Plaintiffs admit only that certain case-specific information described in this paragraph is not included in the Long Form Complaint. Pursuant to CMO 2 and mass tort procedures, Plaintiffs will include appropriate case-specific information in their respective short form complaints and other case-specific information will be revealed during discovery. Plaintiffs deny all remaining averments.

81. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

82. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

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83. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

84. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

85. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

86. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

87. Admitted in Part; Denied in Part. Plaintiffs admit only that FMC has objected to the Long Form Complaint. All other averments are denied.

88. Denied. By way of further response, Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support venue in Philadelphia. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

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C. Plaintiffs' Answer to Defendant Syngenta's Preliminary Objection for Failure to Conform to Law or Rule of Court, Failure to State a Claim, Lack of Capacity to Sue, and Nonjoinder of a Necessary Party Pursuant to Rules 1028(a)(2), 1028(a)(4), and 1028(a)(5).[4]

89. Syngenta's incorporation of previous paragraphs does not require a response.

90. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

i. The Complaint Fails to Plead Pre-Suit Notice in Support of the Breach of Implied Warranty Claims.

91. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

92. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

93. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus

[4] As noted above, pursuant to Phila. Civ. R. 1028(c)(3), an answer need not be filed to preliminary objections raising issues under Pa. R. Civ. P. 1028(a)(2) and (4). It is unclear which paragraphs in this section refer to issues raised under Rules 1028(a)(2) and (4). As such, Plaintiffs have answered all paragraphs in this section.

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94. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

95. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

96. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

97. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

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ii. The Unnamed Plaintiffs Lack Capacity to Sue for Loss of Consortium.

98. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

99. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

100. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

101. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

102. Admitted in Part; Denied in Part. Plaintiffs admit only that Defendant has correctly quoted a portion of the Long Form Complaint. Plaintiffs deny all remaining averments.

103. Admitted in Part and Denied in Part. Plaintiffs admit only that Plaintiffs' specific names are not listed in the Long Form Complaint. Pursuant to CMO 2 and mass tort procedures, all Plaintiffs will be identified by name through the filing of their respective short form complaints. Plaintiffs deny all remaining averments.

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104. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

105. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

106. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

107. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

iii. The Unnamed Plaintiffs Lack Capacity to Sue for Wrongful Death.

108. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

109. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus

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110. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

111. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

112. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

113. Admitted in Part and Denied in Part. Plaintiffs admit only that Plaintiffs' specific names, including the names of Plaintiffs who have filed as personal representatives, are not listed in the Long Form Complaint. Pursuant to CMO 2 and mass tort procedures, all Plaintiffs will be identified by name through the filing of their respective short form complaints. Plaintiffs deny all remaining averments.

114. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

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115. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

116. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

117. Admitted in Part and Denied in Part. Plaintiffs admit only that Plaintiffs' specific names, including the names of Plaintiffs who have filed as personal representatives and their relationship to a given decedent are not listed in the Long Form Complaint. Pursuant to CMO 2 and mass tort procedures, this information will be included in each Plaintiff's respective short form complaint. Plaintiffs deny all remaining averments. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta. Furthermore, the allegations in this paragraph set forth conclusion of law to which no response is required.

118. Admitted in Part and Denied in Part. Plaintiffs admit only that case-specific information is not contained in the Long Form Complaint. Pursuant to CMO 2 and mass tort procedures, at the time of the filing of their short form complaints, or at a time as set by the Court,

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Plaintiffs will file all documents necessary to assert their wrongful death claims. Plaintiffs deny all remaining averments.

119. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

D. Plaintiffs' Answer to Defendant Syngenta's Preliminary Objection for Lack of Specificity, Failure to Conform to Law or Rule of Court, Failure to State a Claim, and Lack of Capacity to Sue Pursuant to Rules 1028(a)(2), 1028(a)(3), 1028(a)(4), and 1028(a)(5).[5]

120. Syngenta's incorporation of previous paragraphs does not require a response.

121. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

122. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

123. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus

[5] As noted above, pursuant to Phila. Civ. R. 1028(c)(3), an answer need not be filed to preliminary objections raising issues under Pa. R. Civ. P. 1028(a)(2), (3) and (4). It is unclear which paragraphs in this section refer to issues raised under Rules 1028(a)(2), (3) and (4). As such, Plaintiffs have answered all paragraphs in this section.

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124. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

125. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

126. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

127. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for

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itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

128. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

129. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

i. The Complaint Includes Ambiguous Open-Ended Allegations.

130. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

131. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

132. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

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133. Admitted in Part; Denied in Part. Plaintiffs admit only that Defendant has correctly quoted portions of the Long Form Complaint. Plaintiffs deny all other averments. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

134. Admitted in Part; Denied in Part. Plaintiffs admit only that Defendant has correctly quoted portions of the Long Form Complaint. Plaintiffs deny all other averments.

135. Admitted in Part; Denied in Part. Plaintiffs admit only that Defendant has correctly quoted portions of the Long Form Complaint. Plaintiffs deny all other averments.

136. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

137. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

ii. The Complaint Fails to Identify the Products that Allegedly Caused Injury.

138. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus

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139. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

140. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

141. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

142. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

143. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

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144. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

145. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

146. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

147. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

iii. The Complaint Lacks Specific Averments of Time, Place, and Special Damages.

148. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

149. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus

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150. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

151. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

152. Admitted in Part; Denied in Part. Plaintiffs admit only that Defendant has correctly quoted portions of the Long Form Complaint. Plaintiffs deny all other averments.

153. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta. Furthermore, the allegations in this paragraph set forth conclusion of law to which no response is required.

154. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for

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itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

155. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

156. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

157. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

158. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

159. Admitted in Part; Denied in Part. Plaintiffs admit only that Defendant has correctly quoted portions of the Long Form Complaint. Plaintiffs deny all other averments.

160. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for

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itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

161. Admitted in Part and Denied in Part. Plaintiffs admit only that the case-specific information described in this paragraph is not included in the Long Form Complaint. Pursuant to CMO 2 and mass tort procedures, Plaintiffs will include appropriate case-specific information in their respective short form complaints and other case-specific information will be revealed during discovery. Plaintiffs deny all remaining averments.

162. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

163. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

164. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

165. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

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166. Admitted in Part; Denied in Part. Plaintiffs admit only that Defendant has correctly quoted portions of the Long Form Complaint. Plaintiffs deny all other averments.

167. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

168. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

169. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

170. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

iv. The Complaint Fails to Differentiate Between Defendants.

171. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support

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their claims against Syngenta. Furthermore, the allegations in this paragraph set forth conclusion of law to which no response is required.

172. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

173. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

174. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

175. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

176. Admitted.

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177. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against each Syngenta Defendant.

178. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

179. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

180. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta. Furthermore, the allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

181. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

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182. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

183. Admitted in Part; Denied in Part. Plaintiffs admit only that Defendant has correctly quoted portions of the Long Form Complaint. Plaintiffs deny all other averments.

184. Admitted in Part; Denied in Part. Plaintiffs admit only that Defendant has correctly quoted portions of the Long Form Complaint. Plaintiffs deny all other averments. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

185. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

v. The Complaint's Allegations of Fraud Lack the Required Specificity.

186. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

187. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus

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188. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

189. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

190. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

191. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

192. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

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193. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their fraud claims against Syngenta.

194. Admitted in Part; Denied in Part. Plaintiffs admit only that Defendant has correctly quoted portions of the Long Form Complaint. Plaintiffs deny all other averments. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their fraud claims against Syngenta.

195. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

196. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their fraud claims against Syngenta. Moreover, the averments in this paragraph are irrelevant. Plaintiffs' fraud claims do not require them to show Syngenta was the *most* fraudulent Defendant—just that it took part in fraudulent conduct.

197. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for

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itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their fraud claims against Syngenta.

198. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

199. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their fraud claims against Syngenta.

200. Denied. By way of further response, this is not a contract case. While studies regarding the harmful effects of Paraquat are relevant, Plaintiffs' claims are not based upon them for purposes of Rule 1019(i) and thus the Rule does not apply. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their fraud claims against Syngenta. Furthermore, the allegations in this paragraph set forth conclusion of law to which no response is required.

201. Admitted in Part; Denied in Part. Plaintiffs admit only that the Long Form Complaint does reference internal Syngenta studies regarding the harmful effects associated with Paraquat exposure. Plaintiffs deny all other averments.

202. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

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203. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

204. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

205. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

206. Denied. By way of further response, in Prayer for Relief No. 10, the Complaint requests "[d]efault judgment as a sanction for the bad faith destruction of evidence, if any, and according to proof, if any." The remaining averments in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

207. Denied. By way of further response, the allegations in this paragraph purport to characterize and interpret Plaintiffs' Long Form Complaint, which is in writing and speaks for itself. Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

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208. Denied. The allegations in this paragraph set forth conclusion of law to which no response is required. Plaintiffs respond to Syngenta's legal arguments in their Omnibus Memorandum of Law in Opposition to Defendants' Preliminary Objections to Plaintiffs' Long Form Complaint.

E. Plaintiffs' Answer to Defendant Syngenta's Preliminary Objection for Failure to Conform to Law or Rule of Court and Failure to State a Claim Pursuant to Rules 1028(a)(2) and 1028(a)(4) for Failing to Meet Basic Threshold Pleading Requirements.

209. Pursuant to Phila. Civ. R. 1028(c)(3), an answer need not be filed to preliminary objections raising issues under Pa. R. Civ. P. 1028(a)(2) and (4).

210. Pursuant to Phila. Civ. R. 1028(c)(3), an answer need not be filed to preliminary objections raising issues under Pa. R. Civ. P. 1028(a)(2) and (4).

211. Pursuant to Phila. Civ. R. 1028(c)(3), an answer need not be filed to preliminary objections raising issues under Pa. R. Civ. P. 1028(a)(2) and (4).

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219. Pursuant to Phila. Civ. R. 1028(c)(3), an answer need not be filed to preliminary objections raising issues under Pa. R. Civ. P. 1028(a)(2) and (4).

220. Pursuant to Phila. Civ. R. 1028(c)(3), an answer need not be filed to preliminary objections raising issues under Pa. R. Civ. P. 1028(a)(2) and (4).

221. Pursuant to Phila. Civ. R. 1028(c)(3), an answer need not be filed to preliminary objections raising issues under Pa. R. Civ. P. 1028(a)(2) and (4). Plaintiffs have sufficiently pleaded facts through the Long Form Complaint that support their claims against Syngenta.

222. Pursuant to Phila. Civ. R. 1028(c)(3), an answer need not be filed to preliminary objections raising issues under Pa. R. Civ. P. 1028(a)(2) and (4).

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228. Pursuant to Phila. Civ. R. 1028(c)(3), an answer need not be filed to preliminary objections raising issues under Pa. R. Civ. P. 1028(a)(2) and (4).

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236. Pursuant to Phila. Civ. R. 1028(c)(3), an answer need not be filed to preliminary objections raising issues under Pa. R. Civ. P. 1028(a)(2) and (4).

237. Pursuant to Phila. Civ. R. 1028(c)(3), an answer need not be filed to preliminary objections raising issues under Pa. R. Civ. P. 1028(a)(2) and (4).

238. Pursuant to Phila. Civ. R. 1028(c)(3), an answer need not be filed to preliminary objections raising issues under Pa. R. Civ. P. 1028(a)(2) and (4).

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239. Pursuant to Phila. Civ. R. 1028(c)(3), an answer need not be filed to preliminary objections raising issues under Pa. R. Civ. P. 1028(a)(2) and (4).

Dated: February 2, 2023

Respectfully submitted,

By: /s/ Sarah T. Hansel

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CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

Dated: February 2, 2023

By: /s/ Sarah T. Hansel

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CERTIFICATE OF SERVICE

I, Sarah T. Hansel, hereby certify this 2nd day of February, 2023, I served a true and correct copy of the within Plaintiffs' Answer to Defendants Syngenta AG and Syngenta Crop Protection, LLC's Preliminary Objections to Plaintiffs' Long Form Complaint via the Court's Electronic Filing System, which service satisfies the requirements of Pennsylvania Rules of Civil Procedure, on all counsel of record and unrepresented parties.

By: /s/ Sarah T. Hansel

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