IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI
21ST JUDICIAL DISTRICT

CARL ALESI, *et al.*	)	
	)	
Plaintiffs,	)	
	)	
V.	)	Cause No. 19SL-CC03617
	)	
MONSANTO COMPANY,	)	
	)	
Defendant.	)	

PLAINTIFFS' SECOND AMENDED PETITION

COMES NOW Plaintiffs Kenneth Allen, Mark Aubin, Becky Jo Baker, Garland Campbell, Barbara Cantarella, William Charles, Larry Claybo, William Clayton, Marty Cox and Linda Cox, Timothy Craig, Cheryl Davis and Ralph Davis, August Diperna, Kenneth Epling, Nora Fipps, Roberta Fox, Evelyn Galan, Gary Gentile and Mary Gentile, Judy Goodwin, Mark Gray, John Guzman, Nicholas Hahn, as Next of Kin of Jo-Ann Hahn, deceased, Shelly Hammer, Greg Harvey, David Hohenstern, Ron Hurt, Lori Johnson, Bruce Kragenbrink, Janice Kuhns, John Laviano, Michael Lee, Sharon Lehman, Lorraine Mahan, Javier Mancilla, David Mays, Donna McClister, George McDavid, Carl Miller, Alexandre Mitromaras, Nikita Monroe, Yumary Montalvo-Diaz, Solomon Mullins, Susan Rousseau, Diana Schillberg, Rachel Sherman and Scott Sherman, Betty Sherrod, Karen Sturrock as next of Kin to John Sturrock, deceased, Billy Taylor, Joseph Taylor, Marylou Tindall, Karen Uerling, William Vogelsong, John Way, and Ricky Wilkins and hereby bring this action against Defendant Monsanto Company as follows:

INTRODUCTION

Plaintiffs bring this cause of action against Defendant for injuries and/or death sustained as a result of using Defendant's unreasonably dangerous and defective product, Roundup®. More specifically, Plaintiffs' claims involve Defendant's negligent, willful, and wrongful conduct in connection with the design, development, manufacture, testing, packaging, promoting, marketing,

distribution, and/or sale of Roundup® and/or other Monsanto glyphosate-containing products ("Roundup®" or "Roundup®"). As a direct and proximate result of their exposure to Roundup® and its reactive ingredient, glyphosate, Plaintiffs developed non-Hodgkin's Lymphoma.

THE PARTIES

Plaintiffs

1. Plaintiff Kenneth Allen is a resident of Delray Beach, Florida. Plaintiff Kenneth Allen used Roundup® in Florida for personal purposes between approximately 1981 and 2019 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Kenneth Allen used Roundup® as directed at all relevant times.

2. Plaintiff Mark Aubin is a resident of Tampa, Florida. Plaintiff Mark Aubin used Roundup® in Florida for personal purposes between approximately 1985 and 2017 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Mark Aubin used Roundup® as directed at all relevant times.

3. Plaintiff Becky Jo Baker is a resident of Livingston, Tennessee. Plaintiff Becky Jo Baker used Roundup® in Tennessee for personal purposes between approximately 2000 and 2010 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Becky Jo Baker used Roundup® as directed at all relevant times.

4. Plaintiff Garland Campbell is a resident of Knoxville, Tennessee. Plaintiff Garland Campbell used Roundup® in Tennessee for personal purposes between approximately 1978 and 2012 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Garland Campbell used Roundup® as directed at all relevant times.

5. Plaintiff Barbara Cantarella is a resident of Lady Lake, Florida. Plaintiff Barbara Cantarella used Roundup® in Florida for personal purposes between approximately 2009 and 2017 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Barbara Cantarella

used Roundup® as directed at all relevant times.

6. Plaintiff William Charles is a resident of Kodak, Tennessee. Plaintiff William Charles used Roundup® in Tennessee for personal and work-related purposes between approximately 1975 and 2016 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff William Charles used Roundup® as directed at all relevant times.

7. Plaintiff Larry Claybo is a resident of Auburndale, Florida. Plaintiff Larry Claybo used Roundup® in Florida for personal purposes between approximately 1996 and 2006 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Larry Claybo used Roundup® as directed at all relevant times.

8. Plaintiff William Clayton is a resident of Louisville, Kentucky. Plaintiff William Clayton used Roundup® in Kentucky for personal purposes between approximately 1983 and 2018 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff William Clayton used Roundup® as directed at all relevant times.

9. Plaintiff Marty Cox is a resident of West Melbourne, Florida. Plaintiff Marty Cox used Roundup® in Florida for personal purposes between approximately 1997 and 2018 and was subsequently diagnosed with B-Cell Lymphoma, a subtype of Non-Hodgkin's Lymphoma. Plaintiff Marty Cox used Roundup® as directed at all relevant times. Plaintiff Linda Cox has been deprived and is reasonably certain to be deprived in the future of the services, society, and companionship of and sexual relationship with her husband.

10. Plaintiff Timothy Craig is a resident of Spring Hill, Tennessee. Plaintiff Timothy Craig used Roundup® in Tennessee for work-related purposes between approximately 1980 and 2013 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Timothy Craig used Roundup® as directed at all relevant times.

11. Plaintiff Cheryl Davis is a resident of Steilacoom, Washington. Plaintiff Cheryl

Davis used Roundup® in Washington for personal purposes between approximately 1985 and 2019 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Cheryl Davis used Roundup® as directed at all relevant times. Plaintiff Ralph Davis has been deprived and is reasonably certain to be deprived in the future of the services, society, and companionship of and sexual relationship with his wife.

12. Plaintiff August DiPerna is a resident of Bradenton, Florida. Plaintiff August DiPerna used Roundup® in Florida for personal purposes between approximately 1979 and 2015 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff August DiPerna used Roundup® as directed at all relevant times.

13. Plaintiff Kenneth Epling is a resident of Lexington, Kentucky. Plaintiff Kenneth Epling used Roundup® in Kentucky for personal purposes between approximately 1990 and 2018 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Kenneth Epling used Roundup® as directed at all relevant times.

14. Plaintiff Nora Fipps is a resident of Sedro Woolley, Washington. Plaintiff Nora Fipps used Roundup® in Washington for personal purposes between approximately 1989 and 2020 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Nora Fipps used Roundup® as directed at all relevant times.

15. Plaintiff Roberta Fox is a resident of Paducah, Kentucky. Plaintiff Roberta Fox used Roundup® in Kentucky for personal purposes between approximately 1994 and 1996 and was subsequently diagnosed with B-Cell Lymphoma, a subtype of Non-Hodgkin's Lymphoma. Plaintiff Roberta Fox used Roundup® as directed at all relevant times.

16. Plaintiff Evelyn Galan is a resident of Fort Pierce, Florida. Plaintiff Evelyn Galan used Roundup® in Florida for personal purposes between approximately 1974 and 2013 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Evelyn Galan used Roundup®

as directed at all relevant times.

17. Plaintiff Gary Gentile is a resident of Mims, Florida. Plaintiff Gary Gentile used Roundup® in Florida for personal purposes between approximately 1992 and 2005 and was subsequently diagnosed with B-Cell Lymphoma, a subtype of Non-Hodgkin's Lymphoma. Plaintiff Gary Gentile used Roundup® as directed at all relevant times. Plaintiff Mary Gentile has been deprived and is reasonably certain to be deprived in the future of the services, society, and companionship of and sexual relationship with her husband.

18. Plaintiff Judy Goodwin is a resident of Miramar Beach, Florida. Plaintiff Judy Goodwin used Roundup® in Florida for personal purposes between approximately 2000 and 2019 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Judy Goodwin used Roundup® as directed at all relevant times.

19. Plaintiff Mark Gray is a resident of Owensboro, Kentucky. Plaintiff Mark Gray used Roundup® in Kentucky for work-related purposes between approximately 1974 and 1992 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Mark Gray used Roundup® as directed at all relevant times.

20. Plaintiff John Guzman is a resident of Tallahassee, Florida. Plaintiff John Guzman used Roundup® in Florida for personal purposes between approximately 1997 and 2016 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff John Guzman used Roundup® as directed at all relevant times.

21. Plaintiff Nicholas Hahn, as Next of Kin of Jo-Ann Hahn, deceased, a resident of Cape Coral, Florida. Plaintiff Jo-Ann Hahn used Roundup® in Florida for personal purposes between approximately 1997 and 2010 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Jo-Ann Hahn used Roundup® as directed at all relevant times.

22. Plaintiff Shelly Hammer is a resident of Port Saint Lucie, Florida. Plaintiff Shelly

Hammer used Roundup® in Florida for personal purposes between approximately 1990 and 2017 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Shelly Hammer used Roundup® as directed at all relevant times.

23. Plaintiff Greg Harvey is a resident of Christiana, Tennessee. Plaintiff Greg Harvey used Roundup® in Tennessee for and personal work-related purposes between approximately 1985 and 2016 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Greg Harvey used Roundup® as directed at all relevant times.

24. Plaintiff David Hohenstern is a resident of Franklin, Tennessee. Plaintiff David Hohenstern used Roundup® in Tennessee for personal purposes between approximately 1980 and 2011 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff David Hohenstern used Roundup® as directed at all relevant times.

25. Plaintiff Ron Hurt is a resident of Louisville, Kentucky. Upon information and belief, Plaintiff Ron Hurt used Roundup® in Kentucky for personal purposes between approximately 1991 and 2010 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Ron Hurt used Roundup® as directed at all relevant times.

26. Plaintiff Lori Johnson is a resident of Spring Hill, Tennessee. Plaintiff Lori Johnson used Roundup® in Tennessee for personal purposes between approximately 1997 and 2003 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Lori Johnson used Roundup® as directed at all relevant times.

27. Plaintiff Bruce Kragenbrink is a resident of Rockledge, Florida. Plaintiff Bruce Kragenbrink used Roundup® in Florida for personal purposes between approximately 1978 and 2019 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Bruce Kragenbrink used Roundup® as directed at all relevant times.

28. Plaintiff Janice Kuhns is a resident of Palm Bay, Florida. Plaintiff Janice Kuhns used

Roundup® in Florida for personal purposes between approximately 1996 and 2011 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Janice Kuhns used Roundup® as directed at all relevant times.

29. Plaintiff John Laviano is a resident of Tacoma, Washington. Plaintiff John Laviano used Roundup® in Washington for personal purposes between approximately 1990 and 1999 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff John Laviano used Roundup® as directed at all relevant times.

30. Plaintiff Michael Lee is a resident of Chattanooga, Tennessee. Plaintiff Michael Lee used Roundup® in Tennessee for personal and work-related purposes between approximately 1994 and 2018 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Michael Lee used Roundup® as directed at all relevant times.

31. Plaintiff Sharon Lehman is a resident of Crossville, Tennessee. Plaintiff Sharon Lehman used Roundup® in Tennessee for personal purposes between approximately 2001 and 2007 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Sharon Lehman used Roundup® as directed at all relevant times.

32. Plaintiff Lorraine Mahan is a resident of Delray Beach, Florida. Plaintiff Lorraine Mahan used Roundup® in Florida for personal purposes between approximately 1982 and 2009 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Lorraine Mahan used Roundup® as directed at all relevant times.

33. Plaintiff Javier Mancilla is a resident of East Wenatchee, Washington. Plaintiff Javier Mancilla used Roundup® in Washington for work-related purposes between approximately 1994 and 1995 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Javier Mancilla used Roundup® as directed at all relevant times.

34. Plaintiff David Mays is a resident of Jackson, Tennessee. Plaintiff David Mays used

Roundup® in Tennessee for personal purposes between approximately 1978 and 2017 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff David Mays used Roundup® as directed at all relevant times.

35. Plaintiff Donna McClister is a resident of Sun City Center, Florida. Plaintiff Donna McClister used Roundup® in Florida for personal purposes between approximately 1974 and 2017 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Donna McClister used Roundup® as directed at all relevant times.

36. Plaintiff George McDavid is a resident of Grayson, Kentucky. Plaintiff George McDavid used Roundup® in Kentucky for personal purposes between approximately 1990 and 2013 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff George McDavid used Roundup® as directed at all relevant times.

37. Plaintiff Carl Miller is a resident of Tacoma, Washington. Plaintiff Carl Miller used Roundup® in Washington for personal purposes between approximately 1986 and 2004 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Carl Miller used Roundup® as directed at all relevant times.

38. Plaintiff Alexandre Mitromaras is a resident of Wellington, Florida. Plaintiff Alexandre Mitromaras used Roundup® in Florida for purposes between approximately 2000 and 2011 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Alexandre Mitromaras used Roundup® as directed at all relevant times.

39. Plaintiff Nikita Monroe is a resident of Beloit, Wisconsin. Plaintiff Nikita Monroe used Roundup® in Florida for personal purposes between approximately 1991 and 2012 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Nikita Monroe used Roundup® as directed at all relevant times.

40. Plaintiff Yumary Montalvo-Diaz is a resident of Lakeland, Florida. Plaintiff

Yumary Montalvo-Diaz used Roundup® in Florida for personal purposes between approximately 2003 and 2008 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Yumary Montalvo-Diaz used Roundup® as directed at all relevant times.

41. Plaintiff Solomon Mullins is a resident of Burna, Kentucky. Plaintiff Solomon Mullins used Roundup® in Kentucky for personal purposes between approximately 1985 and 2013 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Solomon Mullins used Roundup® as directed at all relevant times.

42. Plaintiff Susan Rousseau is a resident of Dade City, Florida. Plaintiff Susan Rousseau used Roundup® in Florida for personal purposes between approximately 1974 and 2017 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Susan Rousseau used Roundup® as directed at all relevant times.

43. Plaintiff Diana Schillberg is a resident of Endicott, Washington. Plaintiff Diana Schillberg used Roundup® in Washington for personal purposes between approximately 1974 and 2020 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Diana Schillberg used Roundup® as directed at all relevant times.

44. Plaintiff Rachel Sherman is a resident of Naples, Florida. Plaintiff Rachel Sherman used Roundup® in Florida for personal purposes between approximately 2010 and 2016 and was subsequently diagnosed with Follicular Lymphoma, a subtype of Non-Hodgkin's Lymphoma. Plaintiff Rachel Sherman used Roundup® as directed at all relevant times. Plaintiff Scott Sherman has been deprived and is reasonably certain to be deprived in the future of the services, society, and companionship of and sexual relationship with his wife.

45. Plaintiff Betty Sherrod is a resident of Christiana, Tennessee. Plaintiff Betty Sherrod used Roundup® in Tennessee for work-related purposes between approximately 2000 and 2016 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Betty Sherrod

used Roundup® as directed at all relevant times.

46. Plaintiff Karen Sturrock, as Next of Kin of John Sturrock, deceased, is a resident of Port Orchard, Washington. Plaintiff John Sturrock (deceased) used Roundup® in Washington for personal purposes between approximately 1979 and 2019 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff John Sturrock (deceased) used Roundup® as directed at all relevant times.

47. Plaintiff Billy Taylor is a resident of Haughton, Louisiana. Plaintiff Billy Taylor used Roundup® in Louisiana for personal purposes between approximately 1987 and 2006 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Billy Taylor used Roundup® as directed at all relevant times.

48. Plaintiff Joseph Taylor is a resident of Kingsport, Tennessee. Plaintiff Joseph Taylor used Roundup® in Tennessee for work-related purposes between approximately 1980 and 2019 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Joseph Taylor used Roundup® as directed at all relevant times.

49. Plaintiff MaryLou Tindall is a resident of Shreveport, Louisiana. Plaintiff MaryLou Tindall used Roundup® in Louisiana for personal purposes between approximately 1988 and 2001 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff MaryLou Tindall used Roundup® as directed at all relevant times.

50. Plaintiff Karen Uerling is a resident of Bradenton, Florida. Plaintiff Karen Uerling used Roundup® in Florida for personal purposes between approximately 1990 and 2015 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Karen Uerling used Roundup® as directed at all relevant times.

51. Plaintiff William Vogelsong is a resident of West Palm Beach, Florida. Plaintiff William Vogelsong used Roundup® in Florida for personal purposes between approximately 1980

and 2010 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff William Vogelsong used Roundup® as directed at all relevant times.

52. Plaintiff John Way is a resident of Chattanooga, TN. Plaintiff John Way used Roundup® in Kentucky for and personal work-related purposes between approximately 1999 and 2011 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff John Way used Roundup® as directed at all relevant times.

53. Plaintiff Ricky Wilkins is a resident of Lehigh Acres, Florida. Plaintiff Ricky Wilkins used Roundup® in Florida for personal purposes between approximately 1980 and 2015 and was subsequently diagnosed with non-Hodgkin's Lymphoma. Plaintiff Ricky Wilkins used Roundup® as directed at all relevant times.

Defendant

54. Defendant Monsanto Company ("Monsanto") is a Delaware corporation with its headquarters and principal place of business in St. Louis, Missouri.

55. At all times relevant to this Petition, Monsanto was the entity that discovered the herbicidal properties of glyphosate and the manufacturer of Roundup®.

NATURE OF THE ACTION

56. In 1970, Defendant Monsanto Company discovered the herbicidal properties of glyphosate and began marketing it in products in 1974 under the brand name Roundup®. Roundup® is a non-selective herbicide used to kill weeds that commonly compete with the growing of crops. By 2001, glyphosate had become the most-used active ingredient in American agriculture with 85–90 millions of pounds used annually. That number grew to 185 million pounds by 2007. As of 2013, glyphosate was the world's most widely used herbicide.

57. Monsanto is a multinational agricultural biotechnology corporation based in St. Louis, Missouri. It is the world's leading producer of glyphosate. As of 2009, Monsanto was the

world's leading producer of seeds, accounting for 27% of the world seed market. The majority of these seeds are of the Roundup® Ready® brand. The stated advantage of Roundup® Ready® crops

is that they substantially improve a farmer's ability to control weeds, since glyphosate can be sprayed in the fields during the growing season without harming their crops. In 2010, an estimated 70% of corn and cotton, and 90% of soybean fields in the United States were Roundup® Ready®.

58. Monsanto's glyphosate products are registered in 130 countries and approved for use on over 100 different crops. They are ubiquitous in the environment. Numerous studies confirm that glyphosate is found in rivers, streams, and groundwater in agricultural areas where Roundup® is used. It has been found in food, in the urine of agricultural workers, and even in the urine of urban dwellers who are not in direct contact with glyphosate.

59. On March 20, 2015, the International Agency for Research on Cancer ("IARC"), an agency of the World Health Organization ("WHO"), issued an evaluation of several herbicides, including glyphosate. That evaluation was based, in part, on studies of exposures to glyphosate in several countries around the world, and it traces the health implications from exposure to glyphosate since 2001.

60. On July 29, 2015, IARC issued the formal monograph relating to glyphosate. In that monograph, the IARC Working Group provides a thorough review of the numerous studies and data relating to glyphosate exposure in humans.

61. The IARC Working Group classified glyphosate as a Group 2A herbicide, which means that it is probably carcinogenic to humans. The IARC Working Group concluded that the cancers most associated with glyphosate exposure are non-Hodgkin's Lymphoma and other hematopoietic cancers, including lymphocytic lymphoma/chronic lymphocytic leukemia, B-cell lymphoma, and multiple myeloma.

62. The IARC evaluation is significant. It confirms that glyphosate is toxic to humans.

63. Nevertheless, Monsanto, since it began selling Roundup®, has represented it as safe to humans and the environment. Indeed, Monsanto has repeatedly proclaimed and continues to proclaim to the world, and particularly to United States consumers, that glyphosate-based herbicides, including Roundup®, create no unreasonable risks to human health or to the environment.

JURISDICTION AND VENUE

64. At all times relevant hereto, Monsanto engaged in the business of researching, designing, formulating, compounding, testing, manufacturing, producing, processing, assembling, inspecting, distributing, labeling, and packaging and Monsanto engaged in marketing, promoting, and/or advertising Roundup® products in the State of Missouri and the County of St. Louis.

65. At all times relevant hereto, Monsanto was a Delaware corporation with its headquarters and principal place of business in St. Louis, Missouri, and therefore is a local, or forum, defendant for purposes of removal and diversity jurisdiction under 28 U.S.C. § 1441(b)(2).

66. Venue is proper in St. Louis County under RSMo. §508.010.5(1) because this is a tort case in which Plaintiffs were first injured outside of Missouri, and the registered agent for Defendant is located in St. Louis County.

67. The claims in this case present common questions of fact and law concerning, among other things, what information Monsanto possessed concerning the harmful effects of Roundup® and/or glyphosate, what information Monsanto disclosed to consumers about those harmful effects, and what information Monsanto was required by law to disclose about those effects. Plaintiffs herein are properly joined pursuant to the Missouri rule on permissive joinder, Missouri Rule of Civil Procedure 52.05(a). Plaintiffs' claims are logically related in that all Plaintiffs claim that Roundup® was defectively designed, manufactured and marketed by

Monsanto and that Monsanto failed to provide appropriate warning and instructions regarding thedangers posed by Roundup® and/or glyphosate. All Plaintiffs suffered similar injuries and/or death as a result of using Roundup®. Monsanto's wrongful conduct, which resulted in Plaintiffs' injuries and/or death, is common to all Plaintiffs and includes, but is not limited to, Monsanto's failure to conduct adequate safety and efficacy studies, Monsanto's submissions to the United States Environmental Protection Agency, Monsanto's marketing materials and literature promoting the safety of Roundup®, and the lack of adequate warnings provided to consumers. Monsanto's conduct in designing, developing, marketing, and distributing Roundup® relates to all Plaintiffs herein and makes up a common universe of facts underlying Plaintiffs' claims, such that Plaintiffs' claims against Monsanto arise from the same transaction or occurrence or the same series of transactions or occurrences.

FACTS

68. Glyphosate is a broad-spectrum, non-selective herbicide used in a wide variety of herbicidal products around the world.

69. Plants treated with glyphosate translocate the systemic herbicide to their roots, shoot regions and fruit, where it interferes with the plant's ability to form aromatic amino acids necessary for protein synthesis. Treated plants generally die within two to three days. Because plants absorb glyphosate, it cannot be completely removed by washing or peeling produce or by milling, baking, or brewing grains.

70. For nearly 40 years, farms across the world have used Roundup® without knowing of the dangers its use poses. That is because when Monsanto first introduced Roundup®, it touted glyphosate as a technological breakthrough: it could kill almost every weed without causing harm either to people or to the environment. Of course, history has shown that not to be true. According to the WHO, the main chemical ingredient of Roundup®—glyphosate—is a probable cause

ofcancer. Those most at risk are farm workers and other individuals with workplace exposure to Roundup®, such as workers in garden centers, nurseries, and landscapers. Agricultural workers are, once again, victims of corporate greed. Monsanto assured the public that Roundup® was harmless. In order to prove this, Monsanto championed falsified data and attacked legitimate studies that revealed its dangers. Monsanto led a prolonged campaign of misinformation to convince government agencies, farmers, and the general population that Roundup® was safe.

The Discovery of Glyphosate and Development of Roundup®

71. The herbicidal properties of glyphosate were discovered in 1970 by Monsanto chemist John Franz. The first glyphosate-based herbicide was introduced to the market in the mid-1970s under the brand name Roundup®. From the outset, Monsanto marketed Roundup® as a "safe" general-purpose herbicide for widespread commercial and consumer use; Monsanto still markets Roundup® as safe today.

Registration of Herbicides under Federal Law

72. The manufacture, formulation and distribution of herbicides, such as Roundup®, are regulated under the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA" or "Act"), 7 U.S.C. § 136 et seq. FIFRA requires that all pesticides be registered with the Environmental Protection Agency ("EPA" or "Agency") prior to their distribution, sale, or use, except as described by the Act. 7 U.S.C. § 136a(a).

73. Because pesticides are toxic to plants, animals, and humans, at least to some degree, the EPA requires as part of the registration process, among other things, a variety of tests to evaluate the potential for exposure to pesticides, toxicity to people and other potential non-target organisms, and other adverse effects on the environment. Registration by the EPA, however, is not an assurance or finding of safety. The determination the Agency must make in registering or re-registering a product is not that the product is "safe," but rather that use of the product in

accordance with its label directions "will not generally cause unreasonable adverse effects on the environment." 7 U.S.C. § 136a(c)(5)(D).

74. FIFRA defines "unreasonable adverse effects on the environment" to mean "any unreasonable risk to man or the environment, taking into account the economic, social, and environmental costs and benefits of the use of any pesticide." 7 U.S.C. § 136(bb). FIFRA thus requires EPA to make a risk/benefit analysis in determining whether a registration should be granted or allowed to continue to be sold in commerce.

75. The EPA registered Roundup® for distribution, sale, and manufacture in the United States and, specifically, the State of Missouri.

76. FIFRA generally requires that the registrant, Monsanto in the case of Roundup®, conducts the health and safety testing of pesticide products. The EPA has protocols governing the conduct of tests required for registration and the laboratory practices that must be followed in conducting these tests. The data produced by the registrant must be submitted to the EPA for review and evaluation. The government is not required, nor is it able, however, to perform the product tests that are required of the manufacturer.

77. The evaluation of each pesticide product distributed, sold, or manufactured is completed at the time the product is initially registered. The data necessary for registration of a pesticide has changed over time. The EPA is now in the process of re-evaluating all pesticide products through a Congressionally-mandated process called "re-registration." 7 U.S.C. § 136a-1. In order to reevaluate these pesticides, the EPA is demanding the completion of additional tests and the submission of data for the EPA's review and evaluation.

78. In the case of glyphosate, and therefore Roundup®, the EPA had planned on releasing its preliminary risk assessment —in relation to the re-registration process—no later than July 2015. The EPA completed its review of glyphosate in early 2015, but it delayed releasing the risk assessment pending further review in light of the WHO's health-related findings.

Scientific Fraud Underlying the Marketing and Sale of Glyphosate/Roundup®

79. Based on early studies that glyphosate could cause cancer in laboratory animals, the EPA originally classified glyphosate as possibly carcinogenic to humans (Group C) in 1985. After pressure from Monsanto, including contrary studies it provided to the EPA, the EPA changed its classification to evidence of non-carcinogenicity in humans (Group E) in 1991. In so classifying glyphosate, however, the EPA made clear that the designation did not mean the chemical does not cause cancer: "It should be emphasized, however, that designation of an agent in Group E is based on the available evidence at the time of evaluation and should not be interpreted as a definitive conclusion that the agent will not be a carcinogen under any circumstances."

80. On two occasions, the EPA found that the laboratories hired by Monsanto to test the toxicity of its Roundup® products for registration purposes committed fraud.

81. In the first instance, Monsanto, in seeking initial registration of Roundup® by EPA, hired Industrial Bio-Test Laboratories ("IBT") to perform and evaluate pesticide toxicology studies relating to Roundup®. IBT performed about 30 tests on glyphosate and glyphosate-containing products, including nine of the 15 residue studies needed to register Roundup®.

82. In 1976, the United States Food and Drug Administration ("FDA") performed an inspection of Industrial Bio-Test Industries ("IBT") that revealed discrepancies between the raw data and the final report relating to the toxicological impacts of glyphosate. The EPA subsequently audited IBT; it too found the toxicology studies conducted for the Roundup® herbicide to be invalid. An EPA reviewer stated, after finding "routine falsification of data" at IBT, that it was "hard to believe the scientific integrity of the studies when they said they took specimens of the uterus from male rabbits."

83. Three top executives of IBT were convicted of fraud in 1983.

84. In the second incident of data falsification, Monsanto hired Craven Laboratories in

1991 to perform pesticide and herbicide studies, including for Roundup®. In that same year, the owner of Craven Laboratories and three of its employees were indicted, and later convicted, of fraudulent laboratory practices in the testing of pesticides and herbicides.

85. Despite the falsity of the tests that underlie its registration, within a few years of its launch, Monsanto was marketing Roundup® in 115 countries.

The Importance of Roundup® to Monsanto's Market Dominance Profits

86. The success of Roundup® was key to Monsanto's continued reputation and dominance in the marketplace. Largely due to the success of Roundup® sales, Monsanto's agriculture division was out-performing its chemicals division's operating income, and that gap increased yearly. But with its patent for glyphosate expiring in the United States in the year 2000, Monsanto needed a strategy to maintain its Roundup® market dominance and to ward off impending competition.

87. In response, Monsanto began the development and sale of genetically engineered Roundup® Ready® seeds in 1996. Since Roundup® Ready® crops are resistant to glyphosate; farmers can spray Roundup® onto their fields during the growing season without harming the crop. This allowed Monsanto to expand its market for Roundup® even further; by 2000, Monsanto's biotechnology seeds were planted on more than 80 million acres worldwide and nearly 70% of American soybeans were planted from Roundup® Ready® seeds. It also secured Monsanto's dominant share of the glyphosate/Roundup® market through a marketing strategy that coupled

proprietary Roundup® Ready® seeds with continued sales of its Roundup® herbicide.

88. Through a three-pronged strategy of increased production, decreased prices, and by coupling with Roundup® Ready® seeds, Roundup® became Monsanto's most profitable product. In 2000, Roundup® accounted for almost $2.8 billion in sales, outselling other herbicides by a margin of five to one, and accounting for close to half of Monsanto's revenue. Today, glyphosate remains one of the world's largest herbicides by sales volume.

Monsanto has known for decades that it falsely advertises the safety of Roundup®

89. In 1996, the New York Attorney General ("NYAG") filed a lawsuit against Monsanto based on its false and misleading advertising of Roundup® ® products. Specifically, the lawsuit challenged Monsanto's general representations that its spray-on glyphosate-based herbicides, including Roundup®, were "safer than table salt" and "practically non-toxic" to mammals, birds, and fish. Among the representations the NYAG found deceptive and misleading about the human and environmental safety of Roundup® are the following:

a) Remember that environmentally friendly Roundup® herbicide is biodegradable. It won't build up in the soil so you can use Roundup® with confidence along customers' driveways, sidewalks and fences.

b) And remember that Roundup® is biodegradable and won't build up in the soil. That will give you the environmental confidence you need to use Roundup® everywhere you've got a weed, brush, edging or trimming problem.

c) Roundup® biodegrades into naturally occurring elements.

d) Remember that versatile Roundup® herbicide stays where you

put it. That means there's no washing or leaching to harm customers' shrubs or other desirable vegetation.

e) This non-residual herbicide will not wash or leach in the soil. It ... stays where you apply it.

f) You can apply Accord (another glyphosate-containing Monsanto herbicide) with "confidence because it will stay where you put it" it bonds tightly to soil particles, preventing leaching. Then, soon after application, soil microorganisms biodegrade Accord into natural products.

g) Glyphosate is less toxic to rats than table salt following acute oral ingestion.

h) Glyphosate's safety margin is much greater than required. It has over a 1,000-fold safety margin in food and over a 700-fold safety margin for workers who manufacture it or use it.

i) You can feel good about using herbicides by Monsanto. They carry a toxicity category rating of 'practically non-toxic' as it pertains to mammals, birds and fish.

j) "Roundup® can be used where kids and pets will play and breaks down into natural material." This ad depicts a person with his head in the ground and a pet dog standing in an area which has been treated with Roundup®.

90. On November 19, 1996, Monsanto entered into an Assurance of Discontinuance with NYAG, in which Monsanto agreed, among other things, "to cease and desist from publishing

or broadcasting any advertisements [in New York] that represent, directly or by implication" that:

a) its glyphosate-containing pesticide products or any component thereof are safe, non-toxic, harmless or free from risk. ***

b) its glyphosate-containing pesticide products or any component thereof manufactured, formulated, distributed or sold by Monsanto are biodegradable ***

c) its glyphosate-containing pesticide products or any component thereof stay where they are applied under all circumstances and will not move through the environment by any means. ***

d) its glyphosate-containing pesticide products or any component thereof are "good" for the environment or are "known for their environmental characteristics." * * *

e) glyphosate-containing pesticide products or any component thereof are safer or less toxic than common consumer products other than herbicides;

f) its glyphosate-containing products or any component thereof might be classified as "practically non-toxic."

91. Monsanto did not alter its advertising in the same manner in any state other than New York, and on information and belief still has not done so today.

92. In 2009, France's highest court ruled that Monsanto had not told the truth about the safety of Roundup®. The French court affirmed an earlier judgement that Monsanto had falsely advertised its herbicide Roundup® as "biodegradable" and that it "left the soil clean."

Classifications and Assessments of Glyphosate

93. The IARC process for the classification of glyphosate followed the stringent procedures for the evaluation of a chemical agent. Over time, the IARC Monograph program has reviewed 980 agents. Of those reviewed, it has determined 116 agents to be Group 1 (Known Human Carcinogens); 73 agents to be Group 2A (Probable Human Carcinogens); 287 agents to be Group 2B (Possible Human Carcinogens); 503 agents to be Group 3 (Not Classified); and one agent to be Probably Not Carcinogenic.

94. The established procedure for IARC Monograph evaluations is described in the IARC Programme's Preamble. Evaluations are performed by panels of international experts, selected on the basis of their expertise and the absence of actual or apparent conflicts of interest.

95. One year before the Monograph meeting, the meeting is announced and there is a call both for data and for experts. Eight months before the Monograph meeting, the Working Group membership is selected and the sections of the Monograph are developed by the Working Group members. One month prior to the Monograph meeting, the call for data is closed and the various draft sections are distributed among Working Group members for review and comment. Finally, at the Monograph meeting, the Working Group finalizes review of all literature, evaluates the evidence in each category, and completes the overall evaluation. Within two weeks after the Monograph meeting, the summary of the Working Group findings is published in Lancet Oncology, and within a year after the meeting, the final Monograph is finalized and published.

96. In assessing an agent, the IARC Working Group reviews the following information:

a) human, experimental, and mechanistic data;

b) all pertinent epidemiological studies and cancer bioassays; and

c) representative mechanistic data. The studies must be

> publicly available and have sufficient detail for meaningful review, and reviewers cannot be associated with the underlying study.

97. In March 2015, IARC reassessed glyphosate. The summary published in The Lancet Oncology reported that glyphosate is a Group 2A agent and probably carcinogenic in humans.

98. On July 29, 2015, IARC issued its Monograph for glyphosate, Monograph 112. For Volume 112, the volume that assessed glyphosate, a Working Group of 17 experts from 11 countries met at IARC from March 3–10, 2015, to assess the carcinogenicity of certain herbicides, including glyphosate. The March meeting culminated nearly a one-year review and preparation by the IARC Secretariat and the Working Group, including a comprehensive review of the latest available scientific evidence. According to published procedures, the Working Group considered "reports that have been published or accepted for publication in the openly available scientific literature" as well as "data from governmental reports that are publicly available."

99. The studies considered the following exposure groups: occupational exposure of farmers and tree nursery workers in the United States, forestry workers in Canada and Finland, and municipal weed-control workers in the United Kingdom; and para-occupational exposure in farming families.

100. Glyphosate was identified as the second-most used household herbicide in the United States for weed control between 2001 and 2007 and the most heavily used herbicide in the world in 2012.

101. Exposure pathways are identified as air (especially during spraying), water, and food. Community exposure to glyphosate is widespread and found in soil, air, surface water, and

groundwater, as well as in food.

102. The assessment of the IARC Working Group identified several case control studies of occupational exposure in the United States, Canada, and Sweden. These studies show a human health concern from agricultural and other work-related exposure to glyphosate.

103. The IARC Working Group found an increased risk between exposure to glyphosate and non-Hodgkin's Lymphoma ("NHL") and several subtypes of NHL, and the increased risk persisted after adjustment for other pesticides.

104. The IARC Working Group also found that glyphosate caused DNA and chromosomal damage in human cells. One study in community residents reported increases in blood markers of chromosomal damage (micronuclei) after glyphosate formulations were sprayed.

105. In male CD-1 mice, glyphosate induced a positive trend in the incidence of a rare tumor, renal tubule carcinoma. A second study reported a positive trend for hemangiosarcoma in male mice. Glyphosate increased pancreatic islet-cell adenoma in male rats in two studies. A glyphosate formulation promoted skin tumors in an initiation-promotion study in mice.

106. The IARC Working Group also noted that glyphosate has been detected in the urine of agricultural workers, indicating absorption. Soil microbes degrade glyphosate to aminomethylphosphonic acid (AMPA). Blood AMPA detection after exposure suggests intestinal microbial metabolism in humans.

107. The IARC Working Group further found that glyphosate and glyphosate formulations induced DNA and chromosomal damage in mammals, and in human and animal cells in utero.

108. The IARC Working Group also noted genotoxic, hormonal, and enzymatic effects in mammals exposed to glyphosate. Essentially, glyphosate inhibits the biosynthesis of aromatic

amino acids, which leads to several metabolic disturbances, including the inhibition of protein and secondary product biosynthesis and general metabolic disruption.

109. The IARC Working Group also reviewed an Agricultural Health Study, consisting of a prospective cohort of 57,311 licensed pesticide applicators in Iowa and North Carolina. While this study differed from others in that it was based on a self-administered questionnaire, the results support an association between glyphosate exposure and Multiple Myeloma, Hairy Cell Leukemia (HCL), and Chronic Lymphocytic Leukemia (CLL), in addition to several other cancers.

Other Earlier Findings About Glyphosate's Dangers to Human Health

110. The EPA has a technical fact sheet, as part of its Drinking Water and Health, National Primary Drinking Water Regulations publication, relating to glyphosate. This technical fact sheet predates the IARC March 20, 2015, evaluation. The fact sheet describes the release patterns for glyphosate as follows:

Release Patterns

111. Glyphosate is released to the environment in its use as an herbicide for controlling woody and herbaceous weeds on forestry, right-of-way, cropped and non-cropped sites. These sites may be around water and in wetlands. It may also be released to the environment during its manufacture, formulation, transport, storage, disposal, and cleanup, and from spills. Since glyphosate is not a listed chemical in the Toxics Release Inventory, data on releases during its manufacture and handling are not available. Occupational workers and home gardeners may be exposed to glyphosate by inhalation and dermal contact during spraying, mixing, and cleanup. They may also be exposed by touching soil and plants to which glyphosate was applied. Occupational exposure may also occur during glyphosate's manufacture, transport storage, and disposal.

112. In 1995, the Northwest Coalition for Alternatives to Pesticides reported that in California, the state with the most comprehensive program for reporting of pesticide-caused illness, glyphosate was the third most commonly-reported cause of pesticide illness among agricultural workers.

Recent Worldwide Bans on Roundup®/Glyphosate

113. Several countries around the world have instituted bans on the sale of Roundup® and other glyphosate-containing herbicides, both before and since IARC first announced its assessment for glyphosate in March 2015, and more countries undoubtedly will follow suit as the dangers of the use of Roundup® are more widely known. The Netherlands issued a ban on all glyphosate-based herbicides in April 2014, including Roundup®, which took effect by the end of 2015. In issuing the ban, the Dutch Parliament member who introduced the successful legislation stated: "Agricultural pesticides in user-friendly packaging are sold in abundance to private persons. In garden centers, Roundup® is promoted as harmless, but unsuspecting customers have no idea what the risks of this product are. Especially children are sensitive to toxic substances and should therefore not be exposed to it."

114. The Brazilian Public Prosecutor in the Federal District requested that the Brazilian Justice Department suspend the use of glyphosate.

115. France banned the private sale of Roundup® and glyphosate following the IARC assessment for Glyphosate.

116. Bermuda banned both the private and commercial sale of glyphosates, including Roundup®. The Bermuda government explained its ban as follows: "Following a recent scientific study carried out by a leading cancer agency, the importation of weed spray 'Roundup®' has been suspended."

117. The Sri Lankan government banned the private and commercial use of glyphosates, particularly out of concern that glyphosate has been linked to fatal kidney disease in agricultural workers.

118. The government of Colombia announced its ban on using Roundup® and glyphosate to destroy illegal plantations of coca, the raw ingredient for cocaine, because of the WHO's finding that glyphosate is probably carcinogenic.

DISCOVERY RULE

119. Plaintiffs hereby plead and invoke the "discovery rule" if necessary. Plaintiffs will show that after reasonably exercising due diligence, they did not learn the nature of the cause of their cancer or that such cancer was chemically-related until less than the time periods provided by the relevant statutes of limitations. Plaintiffs also specifically invoke the federally required commencement date as set forth in 42 U.S.C. § 9658.

CLAIMS

COUNT I
STRICT LIABILITY
(DESIGN DEFECT)

120. Plaintiffs incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully stated herein.

121. Plaintiffs bring this strict liability claim against Monsanto for defective design.

122. At all times relevant to this litigation, Monsanto engaged in the business of testing, developing, manufacturing, selling, distributing, and Monsanto engaged in the marketing, packaging design, and promotion of Roundup® products, which are defective and unreasonably dangerous to consumers, including Plaintiffs, thereby placing Roundup® products into the stream of commerce. These actions were under the ultimate control and supervision of Monsanto. At all times relevant to this litigation, Monsanto designed, researched, developed, manufactured,

produced, tested, assembled, labeled, advertised, promoted, marketed, sold, and distributed the Roundup® products used by Plaintiffs, as described above.

123. At all times relevant to this litigation, Roundup® products were manufactured, designed, and labeled in an unsafe, defective, and inherently dangerous manner that was dangerous for use by or exposure to the public, and, in particular, Plaintiffs.

124. At all times relevant to this litigation, Roundup® products reached the intended consumers, handlers, and users or other persons coming into contact with these products in Missouri and throughout the United States, including Plaintiffs, without substantial change in their condition as designed, manufactured, sold, distributed, labeled, and marketed by Monsanto.

125. Roundup® products, as researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, and marketed by Monsanto were defective in design and formulation in that when they left the hands of the manufacturers and/or suppliers, they were unreasonably dangerous and dangerous to an extent beyond that which an ordinary consumer would contemplate.

126. Roundup® products, as researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, and marketed by Monsanto were defective in design and formulation in that when they left the hands of the manufacturers and/or suppliers, the foreseeable risks exceeded the alleged benefits associated with their design and formulation.

127. At all times relevant to this action, Monsanto knew or had reason to know that Roundup® products were defective and were inherently dangerous and unsafe when used in the manner instructed and provided by Monsanto. Therefore, at all times relevant to this litigation, Roundup® products, as researched, tested, developed, designed, licensed, manufactured, packaged, labeled, distributed, sold, and marketed by Monsanto were defective in design and

formulation, in one or more of the following ways:

a) When placed in the stream of commerce, Roundup® products were defective in design and formulation, and, consequently, dangerous to an extent beyond that which an ordinary consumer would contemplate.

b) When placed in the stream of commerce, Roundup® products were unreasonably dangerous in that they were hazardous and posed a grave risk of cancer and other serious illnesses when used in a reasonably anticipated manner.

c) When placed in the stream of commerce, Roundup® products contained unreasonably dangerous design defects and were not reasonably safe when used in a reasonably anticipated or intended manner.

d) Monsanto did not sufficiently test, investigate, or study Roundup® products and, specifically, the active ingredient glyphosate.

e) Exposure to Roundup® and glyphosate-containing products presents a risk of harmful side effects that outweigh any potential utility stemming from the use of the herbicide.

f) At the time of marketing its Roundup® products, Roundup® was defective in that exposure to Roundup® and specifically, its active ingredient glyphosate, could result in cancer and other severe illnesses and injuries and/or death.

g) Monsanto did not conduct adequate post-marketing surveillance of its Roundup® products.

h) Monsanto could have employed safer alternative designs and formulations.

128. Plaintiffs were exposed to Roundup® products in the course of their personal and/or work-related use, as described above, without knowledge of their dangerous characteristics.

129. At all times relevant to this litigation, Plaintiffs used and/or were exposed to the use of Roundup® products in an intended or reasonably foreseeable manner without knowledge of their dangerous characteristics.

130. Plaintiffs could not have reasonably discovered the defects and risks associated with Roundup® or glyphosate-containing products before or at the time of exposure.

131. The harm caused by Roundup® products far outweighed their benefit, rendering these products dangerous to an extent beyond that which an ordinary consumer would contemplate. Roundup® products were and are more dangerous than alternative products and Monsanto could have designed Roundup® products (including their packaging and sales aids) to make them less dangerous. Indeed, at the time that Monsanto designed Roundup® products, the state of the industry's scientific knowledge was such that a less risky design or formulation was attainable.

132. At the time Roundup® products left Monsanto's control, there was a practical, technically feasible and safer alternative design that would have prevented the harm without substantially impairing the reasonably anticipated or intended function of those herbicides.

133. Monsanto's defective design of Roundup® products was willful, wanton, fraudulent, malicious, and conducted with reckless disregard for the health and safety of users of the Roundup® products, including Plaintiffs herein.

134. Therefore, as a result of the unreasonably dangerous condition of its Roundup® products, Monsanto is strictly liable to Plaintiffs.

135. The defects in Roundup® products caused or contributed to cause Plaintiffs' grave injuries and/or death, and, but for Monsanto's misconduct and omissions, Plaintiffs would not have sustained their injuries and/or death.

136. Monsanto's conduct, as described above, was reckless. Monsanto risked the lives of consumers and users of its products, including Plaintiffs, with knowledge of the safety problems associated with Roundup® and glyphosate-containing products, and suppressed this knowledge from the general public. Monsanto made conscious decisions not to redesign, warn, or inform the unsuspecting public. Monsanto's reckless conduct warrants an award of aggravated damages.

137. As a direct and proximate result of Monsanto placing defective Roundup® products into the stream of commerce, Plaintiffs have suffered and continue to suffer grave injuries and/or death, and have endured physical pain and discomfort, as well as economic hardship, including considerable financial expenses for medical care and treatment.

138. WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for compensatory and punitive damages in an amount in excess of Twenty-Five Thousand Dollars ($25,000.00), together with interest, costs herein incurred, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand a jury trial on the issues contained herein.

COUNT II
STRICT LIABILITY
(FAILURE TO WARN)

139. Plaintiffs incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully stated herein.

140. Plaintiffs bring this strict liability claim against Monsanto for failure to warn.

141. At all times relevant to this litigation, Monsanto engaged in the business of testing, developing, designing, manufacturing, marketing, selling, distributing, and promoting Roundup® products, which are defective and unreasonably dangerous to consumers, including Plaintiffs, because they do not contain adequate warnings or instructions concerning the dangerous characteristics of Roundup® and, specifically, the active ingredient glyphosate. These actions were under the ultimate control and supervision of Monsanto.

142. Monsanto researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and otherwise released into the stream of commerce Roundup® products, and in the course of same, directly advertised or marketed the products to consumers and end users, including Plaintiffs, and therefore had a duty to warn of the risks associated with the use of Roundup® and glyphosate-containing products.

143. At all times relevant to this litigation, Monsanto had a duty to properly test, develop, design, manufacture, inspect, package, label, market, promote, sell, distribute, maintain supply, provide proper warnings, and take such steps as necessary to ensure that Roundup® products did not cause users and consumers to suffer from unreasonable and dangerous risks. Monsanto had a continuing duty to warn Plaintiffs of the dangers associated with Roundup® use and exposure. Monsanto, as manufacturer, seller, promoter, marketer, or distributor of chemical herbicides is held to the knowledge of an expert in the field.

144. At the time of manufacture, Monsanto could have provided the warnings or instructions regarding the full and complete risks of Roundup® and glyphosate-containing products because it knew or should have known of the unreasonable risks of harm associated with the use of and/or exposure to such products.

145. At all times relevant to this litigation, Monsanto failed to investigate, study, test, or promote the safety or to minimize the dangers to users and consumers of its product and to those who would foreseeably use or be harmed by these herbicides, including Plaintiffs.

146. Despite the fact that Monsanto knew or should have known that Roundup® posed a grave risk of harm, it failed to exercise reasonable care to warn of the dangerous risks associated with use and exposure. The dangerous propensities of these products and the carcinogenic characteristics of glyphosate, as described above, were known to Monsanto, or scientifically knowable to Monsanto through appropriate research and testing by known methods, at the time it distributed, marketed, promoted, supplied, or sold the product, and not known to end users and consumers, such as Plaintiffs.

147. These products created significant risks of serious bodily harm to consumers, as alleged herein, and Monsanto failed to adequately warn consumers and reasonably foreseeable users of the risks of exposure to its products. Monsanto has wrongfully concealed information concerning the dangerous nature of Roundup® and its active ingredient glyphosate, and further made false and/or misleading statements concerning the safety of Roundup® and glyphosate.

148. At all times relevant to this litigation, Roundup® products reached the intended consumers, handlers, and users or other persons coming into contact with these products in Missouri and throughout the United States, including Plaintiffs, without substantial change in their condition as designed, manufactured, sold, distributed, labeled, promoted, and marketed by Monsanto.

149. Plaintiffs were exposed to Roundup® products in the course of their personal and/or work-related use of Roundup®, without knowledge of its dangerous characteristics.

150. At all times relevant to this litigation, Plaintiffs used and/or were exposed to the

use of Roundup® products in their intended or reasonably foreseeable manner without knowledge of their dangerous characteristics.

151. Plaintiffs could not have reasonably discovered the defects and risks associated with Roundup® or glyphosate-containing products prior to or at the time of Plaintiffs' exposure. Plaintiffs relied upon the skill, superior knowledge, and judgment of Monsanto.

152. These products were defective because the minimal warnings disseminated with Roundup® products were inadequate, and they failed to communicate adequate information on the dangers and safe use/exposure and failed to communicate warnings and instructions that were appropriate and adequate to render the products safe for their ordinary, intended, and reasonably foreseeable uses, including agricultural and landscaping applications.

153. The information that Monsanto did provide or communicate failed to contain relevant warnings, hazards, and precautions that would have enabled consumers such as Plaintiffs to utilize the products safely and with adequate protection. Instead, Monsanto disseminated information that was inaccurate, false, and misleading and which failed to communicate accurately or adequately the comparative severity, duration, and extent of the risk of injuries and/or death with use of and/or exposure to Roundup® and glyphosate; continued to aggressively promote the efficacy of its products, even after it knew or should have known of the unreasonable risks from use or exposure; and concealed, downplayed, or otherwise suppressed, through aggressive marketing and promotion, any information or research about the risks and dangers of exposure to Roundup® and glyphosate.

190. To this day, Monsanto has failed to adequately and accurately warn of the true risks of Plaintiffs' injuries and/or death associated with the use of and exposure to Roundup® and its active ingredient glyphosate, a probable carcinogen.

191. As a result of their inadequate warnings, Roundup® products were defective and unreasonably dangerous when they left the possession and/or control of Monsanto, were distributed, marketed, and promoted by Monsanto, and used by Plaintiffs in their personal and/or work-related use.

192. Monsanto is liable to Plaintiffs for injuries and/or death caused by its negligent or willful failure, as described above, to provide adequate warnings or other clinically relevant information and data regarding the appropriate use of these products and the risks associated with the use of or exposure to Roundup® and glyphosate.

193. The defects in Roundup® products caused or contributed to cause Plaintiffs' injuries and/or death, and, but for this misconduct and omissions, Plaintiffs would not have sustained their injuries and/or death. To this day, Monsanto has failed to adequately and accurately warn of the true risks of Plaintiffs' injuries and/or death associated with the use of and exposure to Roundup® and its active ingredient glyphosate, a probable carcinogen.

a) As a result of their inadequate warnings, Roundup® products were defective and unreasonably dangerous when they left the possession and/or control of Monsanto, were distributed, marketed, and promoted by Monsanto, and used by Plaintiffs in their personal and/or work-related use.

b) Monsanto is liable to Plaintiffs for injuries and/or death caused by its negligent or willful failure, as described above, to provide adequate warnings or other clinically relevant information and data regarding the appropriate use of these products and the risks associated with the use of or exposure

to Roundup® and glyphosate.

c) The defects in Roundup® products caused or contributed to cause Plaintiffs' injuries and/or death, and, but for this misconduct and omissions, Plaintiffs would not have sustained their injuries and/or death.

d) Had Monsanto provided adequate warnings and instructions and properly disclosed and disseminated the risks associated with Roundup® products, Plaintiffs could have avoided the risk of developing injuries and/or death as alleged herein.

e) As a direct and proximate result of Monsanto placing defective Roundup® products into the stream of commerce, Plaintiffs have suffered severe injuries and/or death and have endured physical pain and discomfort, as well as economic hardship, including considerable financial expenses for medical care and treatment.

195. WHEREFORE, Plaintiffs respectfully requests that this Court enter judgment in Plaintiffs' favor for compensatory and punitive damages in an amount in excess of Twenty-Five Thousand Dollars ($25,000.00) together with interest, costs herein incurred, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand a jury trial on the issues contained herein.

COUNT III
NEGLIGENCE

196. Plaintiffs incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully stated herein.

197. Monsanto, directly or indirectly, caused Roundup® products to be sold, distributed, packaged, labeled, marketed, promoted, and/or used by Plaintiffs.

198. At all times relevant to this litigation, Monsanto had a duty to exercise reasonable care in the design, research, manufacture, marketing, advertisement, supply, promotion, packaging, sale, and distribution of Roundup® products, including the duty to take all reasonable steps necessary to manufacture, promote, and/or sell a product that was not unreasonably dangerous to consumers and users of the product.

199. At all times relevant to this litigation, Monsanto had a duty to exercise reasonable care in the marketing, advertisement, and sale of the Roundup® products. Monsanto's duty of care owed to consumers and the general public included providing accurate, true, and correct information concerning the risks of using Roundup® and appropriate, complete, and accurate warnings concerning the potential adverse effects of exposure to Roundup®, and, in particular, its active ingredient glyphosate.

200. At all times relevant to this litigation, Monsanto knew or, in the exercise of reasonable care, should have known of the hazards and dangers of Roundup® and specifically, the carcinogenic properties of the chemical glyphosate.

201. Accordingly, at all times relevant to this litigation, Monsanto knew or, in the exercise of reasonable care, should have known that use of or exposure to its Roundup® products could cause or be associated with Plaintiffs' injuries and/or death and thus created a dangerous and unreasonable risk of injury to the users of these products, including Plaintiffs.

202. Monsanto also knew or, in the exercise of reasonable care, should have known that users and consumers of Roundup® were unaware of the risks and the magnitude of the risks associated with use of and/or exposure to Roundup® and glyphosate-containing products.

203. As such, Monsanto breached the duty of reasonable care and failed to exercise ordinary care in the design, research, development, manufacture, testing, marketing, supply, promotion, advertisement, packaging, sale, and distribution of its Roundup® products, in that Monsanto manufactured, marketed, promoted, and sold defective herbicides containing the chemical glyphosate, knew or had reason to know of the defects inherent in these products, knew or had reason to know that a user's or consumer's exposure to the products created a significant risk of harm and unreasonably dangerous side effects, and failed to prevent or adequately warn of these risks and injuries and/or death.

204. Despite an ability and means to investigate, study, and test these products and to provide adequate warnings, Monsanto has failed to do so. Indeed, Monsanto has wrongfully concealed information and has further made false and/or misleading statements concerning the safety and/or exposure to Roundup® and glyphosate.

205. Monsanto was negligent in the following respects:

a) Manufacturing, producing, promoting, formulating, creating, developing, designing, selling, and/or distributing its Roundup® products without thorough and adequate pre- and post-market testing;

b) Manufacturing, producing, promoting, formulating, creating, developing, designing, selling, and/or distributing Roundup® while negligently and/or intentionally concealing and failing to disclose the results of trials, tests, and studies of exposure to glyphosate, and, consequently, the risk of serious harm associated with human use of and exposure to Roundup®;

c) Failing to undertake sufficient studies and conduct necessary tests to determine whether or not Roundup® products and glyphosate-containing products were safe for their intended use in agriculture and horticulture;

d) Failing to use reasonable and prudent care in the design, research, manufacture, and development of Roundup® products so as to avoid the risk of serious harm associated with the prevalent use of Roundup®/glyphosate as an herbicide;

e) Failing to design and manufacture Roundup® products so as to ensure they were at least as safe and effective as other herbicides on the market;

f) Failing to provide adequate instructions, guidelines, and safety precautions to those persons who Monsanto could reasonably foresee would use and be exposed to its Roundup® products;

g) Failing to disclose to Plaintiffs, users/consumers, and the general public that use of and exposure to Roundup® presented severe risks of cancer and other grave illnesses;

h) Failing to warn Plaintiffs, users/consumers, and the general public that the product's risk of harm was unreasonable and that there were safer and effective alternative herbicides available to Plaintiffs and other consumers;

i) Systematically suppressing or downplaying contrary evidence about the risks, incidence, and prevalence of the side effects of Roundup®

and glyphosate-containing products;

j) Representing that its Roundup® products were safe for their intended use when, in fact, Monsanto knew or should have known that the products were not safe for their intended purpose;

k) Declining to make or propose any changes to Roundup® products' labeling or other promotional materials that would alert the consumers and the general public of the risks of Roundup® and glyphosate;

l) Advertising, marketing, and recommending the use of the Roundup® products, while concealing and failing to disclose or warn of the dangers known by Monsanto to be associated with or caused by the use of or exposure to Roundup® and glyphosate;

m) Continuing to disseminate information to its consumers, which indicate or imply that Monsanto's Roundup® products are not unsafe for use in the agricultural and horticultural industries; and

n) Continuing the manufacture and sale of its products with the knowledge that the products were unreasonably unsafe and dangerous.

206. Monsanto knew and/or should have known that it was foreseeable that consumers such as Plaintiffs would suffer injuries and/or death as a result of Monsanto's failure to exercise ordinary care in the manufacturing, marketing, promotion, labeling, distribution, and sale of Roundup®.

207. Plaintiffs did not know the nature and extent of the injuries and/or death that could

result from the intended use of and/or exposure to Roundup® or its active ingredient glyphosate.

208. Monsanto's negligence was the proximate cause of the injuries and/or death, harm, and economic losses that Plaintiffs suffered, as described herein.

209. Monsanto's conduct, as described above, was reckless. Monsanto regularly risked the lives of consumers and users of its products, including Plaintiffs, with full knowledge of the dangers of these products. Monsanto has made conscious decisions not to redesign, re-label, warn, or inform the unsuspecting public, including Plaintiffs. Monsanto's reckless conduct therefore warrants an award of aggravated or punitive damages.

210. As a proximate result of Monsanto's wrongful acts and omissions in placing defective Roundup® products into the stream of commerce without adequate warnings of the hazardous and carcinogenic nature of glyphosate, Plaintiffs have suffered severe and permanent physical and emotional injuries. Plaintiffs have endured pain and suffering and has suffered economic losses (including significant expenses for medical care and treatment) in an amount to be determined.

211. WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for compensatory and punitive damages in an amount in excess of Twenty-Five Thousand Dollars ($25,000.00) together with interest, costs herein incurred, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand a jury trial on the issues contained herein.

COUNT IV

FRAUD, MISREPRESENTATION, AND SUPPRESSION

212. Plaintiffs incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully stated herein.

213. Defendant fraudulently, intentionally, and/or negligently misrepresented to the public, and to the Plaintiffs, both directly and by and through the media, the scientific literature and purported "community outreach" programs, the safety of Roundup® products, and/or fraudulently, intentionally, and/or negligently concealed, suppressed, or omitted material, adverse information regarding the safety of Roundup®.

214. The intentional and/or negligent misrepresentations and omissions of Defendant regarding the safety of Roundup® products were communicated to Plaintiffs directly through ghostwritten articles, editorials, national and regional advertising, marketing and promotion efforts, as well as the packaging and sales aids. The safety of Roundup® products was also intentionally and/or negligently misrepresented to Plaintiffs and the public with the intent that such misrepresentations would cause Plaintiffs and other potential consumers to purchase and use or continue to purchase and use Roundup® products.

215. Defendant either knew or should have known of the material representations they were making regarding the safety and relative utility of Roundup® products.

216. Defendant fraudulently, intentionally, and/or negligently made the misrepresentations and/or actively concealed, suppressed, or omitted this material information with the specific desire to induce Plaintiffs, and the consuming public to purchase and use Roundup® products. Defendant fraudulently, intentionally, and/or negligently, knew or should have known that Plaintiffs and the consuming public would rely on such material misrepresentations and/or omissions in selecting and applying Roundup® products. Defendant knew or should have known that Plaintiffs would rely on their false representations and omissions.

217. Defendant made these misrepresentations and actively concealed adverse information including the risk of non-Hodgkin's Lymphoma, at a time when, their agents and/or

employees knew or should have known, the product had defects, dangers, and characteristics that were other than what was represented to the consuming public.

218. Despite the fact that Defendant knew or should have known of reports of severe risks including non-Hodgkin's Lymphoma, with Roundup® use and exposure, this information was strategically minimized, understated, or omitted in order to create the impression that the human dangers of Roundup® were nonexistent, particularly in light of its purported utility.

219. The fraudulent, intentional and/or negligent material misrepresentations and/or active concealment, suppression, and omissions by Defendant were perpetuated directly and/or indirectly through the advertisements, packaging, sales aids, furtive public relations efforts, and other marketing and promotional pieces.

220. If Plaintiffs had known the true facts concerning the risks associated with Roundup® exposure, Plaintiffs would have used a safer alternative.

221. Plaintiffs reliance upon the material misrepresentations and omissions was justified, among other reasons, because said misrepresentations and omissions were made by individuals and entities who were in a position to know the true facts concerning Roundup® while Plaintiffs were not in a position to know the true facts because Defendant overstated the benefits and safety of Roundup® and downplayed the risk of lymphoma, thereby inducing Plaintiffs to use the herbicide rather than safer alternatives.

222. As a direct and proximate result of Defendant' actions and inactions, Plaintiffs were exposed to Roundup® and suffered and will continue to suffer injuries and damages, as set forth herein.

223. WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for compensatory and punitive damages in an amount in excess of Twenty-Five

Thousand Dollars ($25,000.00), together with interest, costs herein incurred, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand a jury trial on the issues contained herein.

COUNT V

VIOLATION OF THE CONSUMER FRAUD ACTS

224. Plaintiffs incorporate by reference each and every allegation set forth in the preceding paragraphs as if fully stated herein.

225. Defendant fraudulently, intentionally, negligently, and/or innocently misrepresented to the public, and to the Plaintiffs, both directly and by and through the media and purported "community outreach" programs, the safety of Roundup® products, and/or fraudulently, intentionally, negligently and/or innocently concealed, suppressed, or omitted material, adverse information regarding the safety of Roundup®. This deception caused injury to Plaintiff in violation of the Consumer Fraud Act of the Plaintiffs' home states which create private rights of action by the Plaintiffs.

226. The intentional, negligent, and/or innocent misrepresentations and omissions of Defendant regarding the safety of Roundup® products were communicated to Plaintiffs directly through national and regional advertising, marketing and promotion efforts, as well as the packaging and sales aids. The safety of Roundup® products was also intentionally, negligently, and/or innocently misrepresented to Plaintiffs and the public with the intent that such misrepresentations would cause Plaintiffs and other potential consumers to purchase and use or continue to purchase and use Roundup® products.

227. Defendant either knew or should have known of the material representations they were making regarding the safety and relative utility of Roundup® products.

228. Defendant fraudulently, intentionally, negligently, and/or innocently made the misrepresentations and/or actively concealed, suppressed, or omitted this material information with the specific desire to induce Plaintiffs, and the consuming public to purchase and use Roundup® products. Defendant fraudulently, intentionally, negligently, and/or innocently, knew or should have known that Plaintiffs and the consuming public would rely on such material misrepresentations and/or omissions in selecting and applying Roundup® products. Defendant knew or should have known that Plaintiffs would rely on their false representations and omissions.

229. Defendant made these misrepresentations and actively concealed adverse information including the risk of non-Hodgkin's Lymphoma, at a time when, their agents and/or employees knew or should have known, the product had defects, dangers, and characteristics that were other than what was represented to the consuming public. Specifically, Defendant misrepresented and actively concealed, suppressed, and omitted that there had been inadequate testing of the safety and efficacy of Roundup®, and that prior studies, research, reports, and/or testing had been conducted linking the use of the drug with serious health events, including non-Hodgkin's Lymphoma.

230. Despite the fact that Defendant knew or should have known of reports of severe risks including non-Hodgkin's Lymphoma, with Roundup® use and exposure, this information was strategically minimized, understated, or omitted in order to create the impression that the human dangers of Roundup® were nonexistent, particularly in light of its purported utility.

231. The fraudulent, intentional, negligent and/or innocent material misrepresentations and/or active concealment, suppression, and omissions by Defendant were perpetuated directly and/or indirectly through the advertisements, packaging, sales aids, furtive public relations efforts, and other marketing and promotional pieces authored, analyzed, created, compiled, designed,

drafted, disseminated, distributed, edited, evaluated, marketed, published, and supplied by Defendant.

232. If Plaintiffs had known the true facts concerning the risks associated with Roundup® exposure, Plaintiffs would have used a safer alternative.

233. Plaintiffs' reliance upon the material misrepresentations and omissions was justified, among other reasons, because said misrepresentations and omissions were made by individuals and entities who were in a position to know the true facts concerning Roundup® while Plaintiffs were not in a position to know the true facts because Defendant overstated the benefits and safety of Roundup® and downplayed the risk of lymphoma, thereby inducing Plaintiffs to use the herbicide rather than safer alternatives.

234. Federal law and the EPA do not authorize and specifically prohibit the deceptions, misrepresentations and omissions made by Defendant.

235. As a direct and proximate result of Defendant' actions and inactions, Plaintiffs were exposed to Roundup® and suffered, and will continue to suffer, injuries and damages, as set forth herein.

236. WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in Plaintiffs' favor for compensatory and punitive damages in an amount in excess of Twenty-Five Thousand Dollars ($25,000.00), together with interest, costs herein incurred, and all such other and further relief as this Court deems just and proper. Plaintiffs also demand a jury trial on the issues contained herein.

COUNT VI

LOSS OF CONSORTIUM

237. Plaintiffs incorporate by reference paragraphs 9, 11, 17, and 44, for husband and wife of this Petition as if fully set forth herein.

238. At all relevant times hereto, Plaintiffs Marty Cox, Cheryl Davis, Gary Gentile and Rachel Sherman had spouses – Linda Cox, Ralph Davis, Mary Gentile and Scott Sherman, respectively (hereafter referred to as "Spouse" or "Spouses") – who have suffered injuries and losses as a result of exposure to Roundup® and Plaintiffs' injuries.

239. For the reasons set forth herein, Spouses have necessarily paid and have become liable to pay for medical aid, treatment, monitoring, medications, and other expenditures and will necessarily incur further expenses of a similar nature in the future as a proximate result of Defendant's misconduct.

240. For the reasons set forth herein, Spouses have suffered and will continue to suffer the loss of their loved one's support, companionship, services, society, love and affection.

241. For all Spouses, Plaintiffs allege that their marital relationship was impaired and depreciated, and the marital association between husband and wife has been altered.

242. Spouses have suffered great emotional pain and mental anguish.

243. As a direct and proximate result of Defendant's wrongful conduct, Spouses have sustained and will continue to sustain severe physical injuries, severe emotional distress, economic losses and other damages for which they are entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial. Defendant is liable to Spouses jointly and severally for all general, special and equitable relief to which Spouses are entitled by law.

244. WHEREFORE, Plaintiffs demand judgment against Defendant and requests compensatory damages, together with interest, costs of suit, attorneys' fees, and such further relief as the Court deems equitable and just.

JURY DEMAND

245. PLAINTIFFS DEMAND A TRIAL BY JURY ON ALL COUNTS.

Dated: March 3, 2022

Respectfully submitted,

CAREY DANIS & LOWE

By: */s/ John F. Garvey, Jr.*

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CERTIFICATE OF SERVICE

I hereby certify that on March 3, 2022, the foregoing was electronically filed with the Clerk of the Court using Missouri Case.Net which sent notification of such filing to all persons listed in the Court's electronic notification system.

/s/ John F. Garvey, Jr.
John F. Garvey, Jr.