

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

THOMAS HOFFMANN, DIANA
HOFFMANN, JERRY MILLS,
RONALD NIEBRUEGGE, MARY
NIEBRUEGGE, JOHN HOPKINS,
FREEMON SCHMIDT, BETTY
SCHMIDT, JAMES HEMKER, JUDITH
HEMKER, CARROLL ROWAN, and
MARY ROWAN,

Plaintiffs,

No. 17-L-517

v.

SYNGENTA CROP PROTECTION,
LLC, SYNGENTA AG, CHEVRON
PHILLIPS CHEMICAL COMPANY LP,
and GROWMARK INC.,

Defendants.

SECOND AMENDED COMPLAINT

COME NOW Plaintiffs, THOMAS HOFFMANN, DIANA HOFFMANN, JERRY MILLS, RONALD NIEBRUEGGE, MARY NIEBRUEGGE, JOHN HOPKINS, FREEMON SCHMIDT, BETTY SCHMIDT, JAMES HEMKER, JUDITH HEMKER, CARROLL ROWAN, and MARY ROWAN, by and through their undersigned attorneys, and complaining of Defendants, SYNGENTA CROP PROTECTION LLC, SYNGENTA AG, CHEVRON PHILLIPS CHEMICAL COMPANY LP, and GROWMARK INC., state:

I. Allegations common to all counts

A. Nature of the case

1. Since 1964, Defendants, Defendants' corporate predecessors, and others with whom they acted in concert have manufactured, distributed, and sold the herbicide paraquat¹ for use in the United States, including Illinois.

2. Plaintiffs are Illinois residents (and the spouses of Illinois residents) who suffer from Parkinson's disease ("PD") caused by exposure to paraquat.

3. Plaintiffs bring this action against Defendants to recover damages for personal injuries (or losses of support, society, and consortium) resulting from Plaintiffs' (or their spouses') exposure to paraquat manufactured, distributed, and sold by Defendants, their corporate predecessors, and others with whom they acted in concert.

B. Defendants and their corporate predecessors

1. Syngenta

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

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

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

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

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

8. As a result of ICI's demerger and creation of the Zeneca Group, ICI Bioscience Ltd. was demerged from ICI and merged into, renamed, or continued its business under the same or similar ownership and management as Zeneca Ltd., a wholly owned British subsidiary of Zeneca Group PLC.

9. Before ICI's demerger and creation of the Zeneca Group, ICI had a Central Toxicology Laboratory that performed and hired others to perform health and safety studies that were submitted to the United States ("U.S.") Department of Agriculture

("USDA") and the U.S. Environmental Protection Agency ("EPA") to secure and maintain the registration of paraquat and other pesticides for use in the U.S.

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

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

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

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

14. As a result of the merger that created the Novartis Group, Ciba-Geigy Corporation, a wholly owned subsidiary of Ciba-Geigy Ltd. organized under the laws of the State of New York, was merged into or continued its business under the same or similar ownership and management as Novartis Crop Protection, Inc. ("NCPI"), a

wholly owned subsidiary of Novartis AG organized under the laws of the State of Delaware.

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

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

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

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

19. Since the Novartis/AstraZeneca spinoff and merger that created the Syngenta Group, Syngenta Ltd.'s Central Toxicology Laboratory has continued to perform and hire others to perform health and safety studies for submission to the EPA

to secure and maintain the registration of paraquat and other pesticides for use in the U.S.

20. As a result of the Novartis/AstraZeneca spinoff and merger that created the Syngenta Group, NCPI and Zeneca were merged into and renamed, or continued to do their business under the same or similar ownership and management, as Syngenta Crop Protection, Inc. ("SCPI"), a wholly owned subsidiary of SAG organized under the laws of the State of Delaware.

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

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

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

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

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

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

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

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

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

30. SCPLLC is a successor by merger or continuation of business to its corporate predecessor Ciba-Geigy Corporation.

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

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

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

34. SCPLLC does substantial business in the State of Illinois, including St. Clair County, Illinois; among other things, it:

a. markets, advertises, distributes, sells, and delivers paraquat and other pesticides to distributors, dealers, applicators, and farmers in the State of Illinois, including St. Clair County, Illinois;

b. secures and maintains the registration of paraquat and other pesticides with the EPA and the Illinois Department of Agriculture to enable itself and others to manufacture, distribute, sell, and use these products in the State of Illinois, including St. Clair County, Illinois; and

c. performs, hires others to perform, and funds or otherwise sponsors or otherwise funds the testing of pesticides in the State of Illinois, including St. Clair County, Illinois.

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

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

37. SAG is a management holding company.

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

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

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

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

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

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

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

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

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

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

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

48. Before SCPI was converted to SCPLLC, it was incorporated in Delaware, had its principal place of business in North Carolina, and had its own board of directors.

49. SCPI's sales accounted for more than 17% of the sales for the entire Syngenta Group in 2009.

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

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

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

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

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

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

- a. The Chief Executive Officer;
- b. The Head of Legal and Taxes and Company Secretary;
- c. The Head of Research and Development;
- d. The President of Global Crop Protection and the Europe Africa and Middle East, Latin America, and Asia Pacific Regions;
- e. The Chief Financial Officer;
- f. The Head of Global Operations;
- g. The President of Global Seeds and the North America Region;
- h. The Head of Human Resources;
- i. The Head of Corporate Affairs; and
- j. The Head of Business Development.

56. SIAG employs all of the members of the Executive Committee.

57. Global Syngenta Group corporate policies require SAG subsidiaries, including SPLLC, to operate under the direction and control of the SEC and other unincorporated global management teams.

58. John Atkin, then the global CP Division Head, and Christoph Mäder, then the global Head of the Legal and Taxes function, served simultaneously on both the SEC and SCPI's five-member board of directors.

59. Jonathan Parr, the current President of Global Crop Protection, and Christoph Mäder, the current Head of Legal and Taxes and Company Secretary, currently serve on both the SEC and SCPLLC's board of directors.

60. SAG's board of directors meets five to six times a year.

61. In contrast, SCPI's board of directors rarely met, either in person or by telephone, and met only a handful of times over the last decade before SCPI became SCPLLC.

62. Most, if not all, of the SCPI board's formal actions, including selecting and removing SCPI officers, were taken by unanimous written consent pursuant to directions from the SEC or other Syngenta Group global or regional managers that were delivered via e-mail to SCPI board members.

63. Since SCPI became SCPLLC, decisions that are nominally made by the board or managers of SCPLLC in fact continue to be directed by the SEC or other Syngenta Group global or regional managers.

64. Similarly, Syngenta Seeds, Inc.'s board of directors appointed and removed SCPI board members at the direction of the SEC or other Syngenta Group global or regional managers.

65. Since SCPI became SCPLLC, the appointment and removal of the manager(s) of SCPLLC continues to be directed by the SEC or other Syngenta Group global or regional managers.

66. The management structure of the Syngenta Group's CP Division, of which SCPLLC is a part, is not defined by legal, corporate relationships, but by functional reporting relationships that disregard corporate boundaries.

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

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

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

70. The North America Regional Leadership Team is chaired by SCPLLC's president, and includes employees of SCPLLC and the Syngenta Group's Canadian CP

company (and when previously known as the NAFTA Regional Leadership Team, also included employees of the Syngenta Group's Mexican CP company).

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

72. Some members of the North America Regional Leadership Team, including some SCPLLC employees, report or have in the past reported not to their nominal superiors within the companies that employ them, but directly to the Syngenta Group's global Heads.

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

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

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

- a. CP Division development projects are proposed at the global level, ranked and funded at the global level after input from functional entities such as the CP Leadership Team and the North America Regional Leadership Team, and given final approval by the SEC;

b. New CP products are developed by certain Syngenta Group companies or functional groups that manage and conduct research and development functions for the entire CP Division;

c. These products are then tested by other Syngenta Group companies, including SCPLLC, under the direction and supervision of the SEC, the CP Leadership Team, or other Syngenta Group global managers;

d. Syngenta Group companies, including SCPLLC, do not contract with or compensate each other for this testing;

e. Rather, the cost of such testing is included in the testing companies' operating budgets, which are established and approved by the Syngenta Group's global product development managers and the SEC;

f. If a product shows promise based on this testing and the potential markets for the product, either global or regional leaders (depending on whether the target market is global or regional), not individual Syngenta Group companies such as SCPLLC, decide whether to sell the product;

g. Decisions to sell the product must be approved by the SEC;

h. The products that are sold all bear the same Syngenta trademark and logo.

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

77. These "reserved powers" require Syngenta Group companies to seek approval for certain decisions from higher levels within the Syngenta Group's functional reporting structure.

78. For example, although SAG permits Syngenta Group companies to handle small legal matters on their own, under the "reserved powers" system, SAG's Board of

Directors must approve settlements of certain types of lawsuits against Syngenta Group companies, including SCPLLC, if their value exceeds an amount specified in the “reserved powers.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

91. In 2011, the U.S. District Court for the Southern District of Illinois held that SAG's unusually high degree of control over SCPLLC made SCPLLC the agent or

alter ego of SAG and therefore subjected SAG to jurisdiction in the State of Illinois. *See City of Greenville, Ill. v. Syngenta Crop Prot., Inc.*, 830 F. Supp. 2d 550 (S.D. Ill. 2011).

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

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

2. Chevron

94. Chevron Chemical Company ("Chevron") was a corporation organized in 1928 under the laws of the State of Delaware.

95. In 1997, Chevron was merged into Chevron Chemical Company LLC, a limited liability company organized under the laws of the State of Delaware.

96. In 2000, Chevron Chemical Company LLC was merged into or continued to operate under the same or similar ownership and management as Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, a limited partnership organized and existing under the laws of the State of Delaware with its principal place of business in The Woodlands, Texas.

97. CHEVRON PHILLIPS CHEMICAL COMPANY LP is a successor by merger or continuation of business to its corporate predecessor Chevron Chemical Company LLC.

98. CHEVRON PHILLIPS CHEMICAL COMPANY LP is a successor by merger or continuation of business to its corporate predecessor Chevron.

99. CHEVRON PHILLIPS CHEMICAL COMPANY LP is registered to do business in the State of Illinois, with its registered office in Cook County, Illinois.

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

3. Growmark

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

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

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

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

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

106. GROWMARK and one or more of its member cooperatives do substantial business in St. Clair County, Illinois, including marketing, advertising, distributing, selling, and delivering fuels, lubricants, plant nutrients, crop protection products, seed, structures, equipment, and providing grain marketing assistance, warehousing, logistics, training, and marketing support.

C. Paraquat manufacture, distribution, and sale

107. "The herbicidal properties of paraquat were discovered by ICI (a legacy company of Syngenta) in 1955."²

108. "The leading manufacturer of paraquat is Syngenta, which (as ICI) developed the active ingredient (AI) in the early 1960's."³

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

110. Paraquat "was introduced to world markets in 1962 under the brand name GRAMOXONE®."⁴

111. Paraquat first became commercially available for use in the U.S. in 1964.

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

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

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

² "Paraquat and the revolution in land preparation," © 2017, Paraquat Information Center, on behalf of Syngenta Crop Protection AG, <http://paraquat.com/knowledge-bank/crop-production-and-protection/paraquat-and-the-revolution-in-land-preparation> (August 25, 2017).

³ "Paraquat Fact Sheet," © 2017, Paraquat Information Center, on behalf of Syngenta Crop Protection AG, <http://paraquat.com/knowledge-bank/paraquat-fact-sheet> (August 25, 2017).

⁴ "Paraquat and the revolution in land preparation," © 2017, Paraquat Information Center, on behalf of Syngenta Crop Protection AG, <http://paraquat.com/knowledge-bank/crop-production-and-protection/paraquat-and-the-revolution-in-land-preparation> (August 25, 2017).

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

116. In the ICI-Chevron Agreements, Chevron granted ICI and ICI Americas a license to its patents and technical information to permit ICI and ICI Americas to formulate or have formulated, use, and sell paraquat throughout the world and to grant sub-licenses to others to do so.

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

118. In the ICI-Chevron Agreements, ICI and ICI Americas granted Chevron exclusive rights to distribute and sell paraquat in the U.S.

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

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

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

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

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

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

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

126. Under the ICI-Chevron Agreements and related agreements, Chevron distributed and sold paraquat in the U.S. under the ICI-trademarked brand name GRAMOXONE® and other names, including in Illinois, where Chevron registered such products with the Illinois Department of Agriculture to enable them to be lawfully

distributed, sold, and used in Illinois, and marketed, advertised, and promoted them to Illinois distributors, dealers, applicators, and farmers.

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

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

129. SCPLLC and its corporate predecessors and others with whom they acted in concert have manufactured, formulated, distributed, and sold paraquat for use in the U.S. from about 1971 through the present, and at all relevant times intended or expected their paraquat products to be distributed and sold in Illinois, where they registered such products with the Illinois Department of Agriculture to enable them to be lawfully distributed, sold, and used in Illinois, and marketed, advertised, and promoted them to Illinois distributors, dealers, applicators, and farmers.

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

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

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

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

134. GROWMARK and its corporate predecessor FS Services Inc. and their member cooperatives have distributed and sold throughout the State of Illinois

paraquat that was manufactured, formulated, distributed, and sold by SCPLLC and its corporate predecessors from about 1971 through the present.

D. Paraquat use

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

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

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

138. At all relevant times, concentrates containing paraquat manufactured, distributed, and sold by Defendants, Defendants' corporate predecessors, and others with whom they acted in concert typically were formulated with one or more

“surfactants” to increase the ability of the herbicide to stay in contact with the leaf, penetrate the leaf’s waxy surface, and enter into plant cells, and the accompanying instructions typically told end-users to add a surfactant or crop oil (which as typically formulated contains a surfactant) before use.

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

E. Paraquat exposure

140. At all relevant times, it was reasonably foreseeable that when paraquat was used in the manner intended or directed or in a reasonably foreseeable manner, users of paraquat and persons nearby would be exposed to paraquat while it was being mixed and loaded into the tanks of sprayers, including as a result of spills, splashes, and leaks.

141. At all relevant times, it was reasonably foreseeable that when paraquat was used in the manner intended or directed or in a reasonably foreseeable manner, persons who sprayed paraquat or were in or near areas where it was being or recently had been sprayed would be exposed to paraquat, including as a result of spray drift, the movement of herbicide spray droplets from the target area to an area where herbicide

application was not intended, typically by wind, and as a result of contact with sprayed plants.

142. At all relevant times, it was reasonably foreseeable that when paraquat was used in the manner intended or directed or in a reasonably foreseeable manner, users of paraquat and persons nearby would be exposed to paraquat, including as a result of spills, splashes, and leaks, while equipment used to spray it was being emptied or cleaned or clogged spray nozzles, lines, or valves were being cleared.

143. At all relevant times, it was reasonably foreseeable that paraquat could enter the human body via absorption through 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 is present.

144. At all relevant times, it was reasonably foreseeable that paraquat could enter the human body via respiration into the lungs, including the deep parts of the lungs where respiration (gas exchange) occurs.

145. At all relevant times, it was reasonably foreseeable that paraquat could enter the human body via ingestion into the digestive tract of small droplets swallowed after entering the mouth, nose, or conducting airways.

146. At all relevant times, it was reasonably foreseeable that paraquat that entered the human body via ingestion into the digestive tract could enter the enteric

nervous system (the part of the nervous system that governs the function of the gastrointestinal tract).

147. At all relevant times, it was reasonably foreseeable that paraquat that entered the human body, whether via absorption, respiration, or ingestion, could enter the bloodstream.

148. At all relevant times, it was reasonably foreseeable that paraquat that entered the bloodstream could enter the brain, whether through the blood-brain barrier or parts of the brain not protected by the blood-brain barrier.

149. At all relevant times, it was reasonably foreseeable that paraquat that entered the nose and nasal passages could enter the brain through the olfactory bulb (a part of the brain involved in the sense of smell), which is not protected by the blood-brain barrier.

F. Parkinson's disease

150. PD is progressive neurodegenerative disorder of the brain that affects primarily the motor system, the part of the central nervous system that controls movement.

151. Scientists who study PD generally agree that less than 10% of all PD cases are caused by inherited genetic mutations alone, and that more than 90% are caused by a combination of environmental factors, genetic susceptibility, and the aging process.

1. Symptoms and treatment

152. The characteristic symptoms of PD 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).

153. PD’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.

154. 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 PD, often for years before any of the primary motor symptoms appear.

155. There is currently no cure for PD; no treatment will slow, stop, or reverse its progression; and the treatments most-commonly prescribed for its motor symptoms tend to become progressively less effective, and to cause unwelcome side effects, the longer they are used.

2. Pathophysiology

156. The selective degeneration and death of dopaminergic neurons (dopamine-producing nerve cells) in a part of the brain called the substantia nigra pars compacta (“SNpc”) is one of the primary pathophysiological hallmarks of PD.

157. 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).

158. The death of dopaminergic neurons in the SNpc decreases the production of dopamine.

159. 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 PD.

160. 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 PD.

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

162. Scientists who study PD generally agree that oxidative stress is a major factor in—if not the precipitating cause of—the degeneration and death of

dopaminergic neurons in the SNpc and the accumulation of Lewy bodies in the remaining dopaminergic neurons that are the primary pathophysiological hallmarks of PD.

G. Paraquat's toxicity

163. Paraquat is highly toxic to both plants and animals.

164. Paraquat injures and kills plants by creating oxidative stress that causes or contributes to cause the degeneration and death of plant cells.

165. Paraquat injures and kills humans and other animals by creating oxidative stress that causes or contributes to cause the degeneration and death of animal cells.

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

167. 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.

168. The redox cycling of paraquat in living cells creates a "reactive oxygen species" known as superoxide radical, an extremely reactive molecule that can initiate a cascading series of chemical reactions that creates other reactive oxygen species that

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

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

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

171. That paraquat is toxic to the cells of plants and animals because it creates oxidative stress through redox cycling has been known to science since at least the 1960s.

172. The surfactants with which the concentrates containing paraquat manufactured, distributed, and sold by Defendants, Defendants' corporate predecessors, and others with whom they acted in concert typically were formulated were likely to increase paraquat's toxicity to humans by increasing its ability to stay in contact with or penetrate the skin, mucous membranes, and other epithelial tissues, including tissues of the mouth, nose and nasal passages, trachea, and conducting airways, the lungs, and the gastrointestinal tract.

H. Paraquat and Parkinson's disease

173. The same redox properties that make paraquat toxic to plant cells and other types of animal cells make it toxic to dopaminergic neurons—that is, paraquat is a

strong oxidant that interferes with the function of, damages, and ultimately kills dopaminergic neurons by creating oxidative stress through redox cycling.

174. Although PD is not known to occur naturally in any species other than humans, PD research is often performed using “animal models,” in which scientists artificially produce in laboratory animals conditions that show features of PD.

175. Paraquat is one of only a handful of toxins that scientists use to produce animal models of PD.

176. In animal models of PD, hundreds of studies involving various routes of exposure have found that paraquat creates oxidative stress that results in the degeneration and death of dopaminergic neurons in the SNpc, other pathophysiology consistent with that seen in human PD, and motor deficits and behavioral changes consistent with those commonly seen in human PD.

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

178. Many epidemiological studies (studies of the patterns and causes of disease in defined populations) have found an association between paraquat exposure and PD, including multiple studies finding a two- to five-fold or greater increase in the

risk of PD in populations with occupational exposure to paraquat compared to populations without such exposure.

I. Paraquat regulation

179. 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 EPA prior to their distribution, sale, or use, except as described by FIFRA. 7 U.S.C. 136a(a).

180. The Illinois Pesticide Act (“IPA”), 415 ILCS 60/1 *et seq.*, which regulates the labeling, distribution, use, and application of pesticides within the State of Illinois, requires that pesticides be registered with the Illinois Department of Agriculture before they are distributed, sold, offered for sale, or transported within the State of Illinois. 415 ILCS 60/6.

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

182. As a general rule, FIFRA requires registrants to perform health and safety testing of pesticides.

183. FIFRA does not require the EPA to perform health and safety testing of pesticides itself, and the EPA generally does not perform such testing.

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

a. its composition is such as to warrant the proposed claims for it, 7 U.S.C. § 136a(c)(5)(A);

b. its labeling and other material required to be submitted comply with the requirements of FIFRA, 7 U.S.C. § 136a(c)(5)(B);

c. it will perform its intended function without unreasonable adverse effects on the environment, 7 U.S.C. § 136a(c)(5)(C); and

d. when used in accordance with widespread and commonly recognized practice it will not generally cause unreasonable adverse effects on the environment, 7 U.S.C. § 136a(c)(5)(D).

185. FIFRA defines “unreasonable adverse effects on the environment” as “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).

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

187. However, FIFRA further provides that “In no event shall registration of an article be construed as a defense for the commission of any offense under [FIFRA].” 7 U.S.C. § 136a(f)(2).

188. 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).

189. A pesticide is misbranded under FIFRA if, among other things:

a. its labeling bears any statement, design, or graphic representation relative thereto or to its ingredients which is false or misleading in any particular, 7 U.S.C. § 136(q)(1)(A);

b. 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

c. 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).

190. 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; accordingly, any allegation in this complaint that a Defendant breached a duty to provide adequate directions for the use of paraquat or warnings about paraquat, breached a duty to provide adequate packaging for paraquat, or concealed, suppressed, or omitted to disclose any material fact about paraquat or engaged in any unfair or deceptive practice regarding paraquat, that allegation 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, and do not bring any claims or seek any relief in this action under FIFRA.

II. Allegations common to specific causes of action⁵

A. Strict product liability – design defect

191. At all times relevant to this claim, Defendant, Defendant’s corporate predecessors, and others with whom they acted in concert were engaged in the business of designing, manufacturing, distributing, and selling pesticides, and designed, manufactured, distributed, and sold paraquat intending or expecting that it would be sold and used in Illinois.

192. Plaintiff was exposed to paraquat sold and used in Illinois that Defendant, Defendant’s corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold intending or expecting that it would be sold and used in Illinois.

193. The paraquat that Defendant, Defendant’s corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold and to which Plaintiff was exposed was in a defective condition that made it

⁵ Whenever any allegation in this complaint uses the term “Defendant” without specifying a particular Defendant, the term “Defendant” in that allegation refers to each Defendant to which the Count that incorporates that allegation is directed; whenever any allegation in this complaint uses the term “Plaintiff” without specifying a particular Plaintiff, the term “Plaintiff” in that allegation refers: (1) in a Count seeking damages for personal injuries that incorporates that allegation, to the Plaintiff seeking relief in that Count; or (2) in a Count seeking damages for loss of society or consortium that incorporates that allegation, to the spouse of the Plaintiff seeking relief in that Count.

unreasonably dangerous, in that when used in the intended and directed manner or a reasonably foreseeable manner:

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; and

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 or contribute to cause latent neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause or contribute to cause clinically significant neurodegenerative disease, including PD, to develop long after exposure.

194. This defective condition existed in the paraquat that Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold and to which Plaintiff was exposed when it left the control of Defendant, Defendant's corporate predecessors, and others with whom they acted in concert and was placed into the stream of commerce.

195. As a result of this defective condition, the paraquat that Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold and to which Plaintiff was exposed either failed to perform in the manner reasonably to be expected in light of its nature and intended function, or the magnitude of the dangers outweighed its utility.

196. The paraquat that Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold and to which Plaintiff was exposed was used in the intended and directed manner or a reasonably foreseeable manner.

B. Strict product liability – failure to warn

197. At all times relevant to this claim, Defendant, Defendant's corporate predecessors, and others with whom they acted in concert were engaged in the business of designing, manufacturing, distributing, and selling pesticides, and designed, manufactured, distributed, and sold paraquat intending or expecting that it would be sold and used in Illinois.

198. Plaintiff was exposed to paraquat sold and used in Illinois that Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold intending or expecting that it would be sold and used in Illinois.

199. When Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold the paraquat to which Plaintiff was exposed, Defendant, Defendant's corporate predecessors, and others with whom they acted in concert knew or in the exercise of ordinary care should have known that when used in the intended and directed manner or a reasonably foreseeable manner:

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; and

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 or contribute to cause latent neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause or contribute to cause clinically significant neurodegenerative disease, including PD, to develop long after exposure.

200. The paraquat that Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold and to which Plaintiff was exposed was in a defective condition that made it unreasonably dangerous when it was used in the intended and directed manner or a reasonably foreseeable manner, in that:

a. it was not accompanied by directions for use 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;

b. it was not accompanied by a warning that 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 or contribute to cause latent neurological damage that was both permanent and cumulative, and that repeated exposures were likely to cause or contribute to cause clinically significant neurodegenerative disease, including PD, to develop long after exposure.

201. This defective condition existed in the paraquat that Defendant, Defendant's corporate predecessors, and others with whom they acted in concert

designed, manufactured, distributed, and sold and to which Plaintiff was exposed when it left the control of Defendant, Defendant's corporate predecessors, and others with whom they acted in concert and was placed into the stream of commerce.

202. As a result of this defective condition, the paraquat that Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold and to which Plaintiff was exposed either failed to perform in the manner reasonably to be expected in light of its nature and intended function, or the magnitude of the dangers outweighed its utility.

203. The paraquat that Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold and to which Plaintiff was exposed was used in the intended and directed manner or a reasonably foreseeable manner.

C. Negligence

204. At all times relevant to this claim, Defendant, Defendant's corporate predecessors, and others with whom they acted in concert were engaged in the business of designing, manufacturing, distributing, and selling pesticides, and designed, manufactured, distributed, and sold paraquat intending or expecting that it would be sold and used in Illinois.

205. Plaintiff was exposed to paraquat sold and used in Illinois that Defendant, Defendant's corporate predecessors, and others with whom they acted in concert

designed, manufactured, distributed, and sold intending or expecting that it would be sold and used in Illinois.

206. The paraquat that Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold and to which Plaintiff was exposed was used in the intended and directed manner or a reasonably foreseeable manner.

207. At all times relevant to this claim, in designing, manufacturing, packaging, labeling, distributing, and selling paraquat, and in acting in concert with others who did so, Defendant, Defendant's corporate predecessors, and others with whom they acted in concert owed a duty to exercise ordinary care for the health and safety of the persons whom it was reasonably foreseeable could be exposed to it, including Plaintiff.

208. When Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, packaged, labeled, distributed, and sold the paraquat to which Plaintiff was exposed, it was reasonably foreseeable, and Defendant, Defendant's corporate predecessors, and others with whom they acted in concert knew or in the exercise of ordinary care should have known, that when paraquat was used in the intended and directed manner or a reasonably foreseeable manner:

- 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; and

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 or contribute to cause latent neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause or contribute to cause clinically significant neurodegenerative disease, including PD, to develop long after exposure.

209. In breach of the aforementioned duty to Plaintiff, Defendant, Defendant's corporate predecessors, and others with whom they acted in concert 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;

b. designed, manufactured, and formulated paraquat such that 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 or contribute to cause latent neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause or contribute to cause clinically significant neurodegenerative disease, including PD, to develop long after exposure;

c. failed to perform adequate 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 perform adequate 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 perform adequate testing to determine the extent to which paraquat, 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, 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 PD, to develop long after exposure;

f. failed to perform adequate testing to determine the extent to which paraquat, when formulated or mixed with surfactants or other pesticides or used along with other pesticides, and 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, 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 PD, to develop long after exposure;

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

h. failed to warn that 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, paraquat was likely to cause or contribute to cause latent neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause or contribute to cause clinically significant neurodegenerative disease, including PD, to develop long after exposure.

D. Public nuisance

210. At all times relevant to this claim, Defendant, Defendant's corporate predecessors, and others with whom they acted in concert were engaged in the business of designing, manufacturing, distributing, and selling pesticides, and designed,

manufactured, distributed, and sold paraquat intending or expecting that it would be sold and used in Illinois.

211. Plaintiff was exposed to paraquat sold and used in Illinois that Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold intending or expecting that it would be sold and used in Illinois.

212. The paraquat that Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold and to which Plaintiff was exposed was used in the intended and directed manner or a reasonably foreseeable manner.

213. Article XI of the Illinois Constitution of 1970, Environment, Section 1, Public Policy - Legislative Responsibility, provides that:

The public policy of the State and the duty of each person is to provide and maintain a healthful environment for the benefit of this and future generations. The General Assembly shall provide by law for the implementation and enforcement of this public policy."

214. Article XI of the Illinois Constitution of 1970, Environment, Section 2, Rights of Individuals, provides that:

Each person has the right to a healthful environment. Each person may enforce this right against any party, governmental or private, through appropriate legal proceedings subject to reasonable limitation and regulation as the General Assembly may provide by law.

215. At all times relevant to this claim, Plaintiff had the right to a healthful environment while living and working in the State of Illinois.

216. At all times relevant to this claim, Defendant, Defendant's corporate predecessors, and others with whom they acted in concert owed a duty to the public, including Plaintiff and other persons whom they could reasonably foresee were likely to be in or near places where paraquat was being or recently had been used within the State of Illinois, to provide and maintain a healthful environment in connection with their design, manufacture, distribution, and sale of pesticides, including paraquat, in or for use within the State of Illinois.

217. When Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold the paraquat to which Plaintiff was exposed, it was reasonably foreseeable to Defendant, Defendant's corporate predecessors, and others with whom they acted in concert that Plaintiff and other members of the public were likely to be in or near places where paraquat was being or recently had been used.

218. When Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold the paraquat to which Plaintiff was exposed, it was reasonably foreseeable, and Defendant, Defendant's corporate predecessors, and others with whom they acted in concert knew

or in the exercise of ordinary case should have known, that when paraquat was used the intended and directed manner or a reasonably foreseeable manner:

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; and

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 or contribute to cause latent neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause or contribute to cause clinically significant neurodegenerative disease, including PD, to develop long after exposure.

219. In breach of the aforementioned duty to members of the public, including Plaintiff, in manufacturing, distributing, and selling paraquat for use in the State of Illinois, Defendant, Defendant's corporate predecessors, and others with whom they acted in concert 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;

b. designed, manufactured, and formulated paraquat such that 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 or contribute to cause latent neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause or contribute to cause clinically significant neurodegenerative disease, including PD, to develop long after exposure;

c. failed to perform adequate 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 perform adequate 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 perform adequate testing to determine the extent to which paraquat, 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, 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 PD, to develop long after exposure;

f. failed to perform adequate testing to determine the extent to which paraquat, when formulated or mixed with surfactants or other pesticides or used along with other pesticides, and 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, 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 PD, to develop long after exposure;

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

h. failed to warn that 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, paraquat was likely to cause or contribute to cause latent

neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause or contribute to cause clinically significant neurodegenerative disease, including PD, to develop long after exposure.

E. Consumer Fraud and Deceptive Business Practices Act

220. At all times relevant to this claim, Defendant, Defendant's corporate predecessors, and others with whom they acted in concert were engaged in the business of designing, manufacturing, distributing, and selling pesticides, and designed, manufactured, distributed, and sold paraquat intending or expecting that it would be sold and used in Illinois.

221. Plaintiff was exposed to paraquat sold and used in Illinois that Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold intending or expecting that it would be sold and used in Illinois and that Plaintiff, a member of Plaintiff's family, or Plaintiff's employer purchased for the purpose of controlling weeds and not for resale.

222. This Count is brought pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.*

223. At all times relevant to this claim, Plaintiff, and Defendant, Defendant's corporate predecessors, and others with whom they acted in concert were persons within the meaning of 815 ILCS 505/1(c).

224. At all times relevant to this claim, Plaintiff was a consumer within the meaning of 815 ILCS 505/1(e).

225. At all times relevant to this claim, Defendant, Defendant's corporate predecessors, and others with whom they acted in concert were engaged in the conduct of trade and commerce within the meaning of 815 ILCS 505/1(f).

226. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq., provides in pertinent part:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression, or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practices described in Section 2 of the 'Uniform Deceptive Trade Practices Act', approved August 6, 1965, in conduct of any trade or commerce are hereby declared unlawful, whether any person has in fact been misled, deceived, or damaged thereby.

227. At all times relevant to this claim, Defendant, Defendant's corporate predecessors, and others with whom they acted in concert had actual or constructive knowledge that when used in the intended and directed manner or a reasonably foreseeable manner:

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; and

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, paraquat was likely to cause or contribute to cause latent neurological damage that was both permanent and cumulative, and repeated exposures were likely to

cause or contribute to cause clinically significant neurodegenerative disease, including PD, to develop long after exposure.

228. At all times relevant to this claim, Defendant, Defendant's corporate predecessors, and others with whom they acted in concert had actual or constructive knowledge that:

a. adequate testing had not been performed to determine the extent to which exposure to paraquat was likely to occur through inhalation, ingestion, and absorption into the bodies of persons who used 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. adequate testing had not been performed 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;

c. adequate testing had not been performed to determine the extent to which paraquat, when inhaled, ingested, or absorbed into the bodies of persons who used 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, 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 PD, to develop long after exposure;

d. adequate testing had not been performed to determine the extent to which paraquat, when formulated or mixed with surfactants or other pesticides or used along with other pesticides, and 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, 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 PD, to develop long after exposure.

229. From the first date on which Defendant, Defendant's corporate predecessors, and others with whom they acted in concert placed paraquat that they designed, manufactured, distributed and sold into the stream of commerce for use in the State of Illinois through the last date on which Plaintiff was exposed to paraquat that they designed, manufactured, distributed, and sold for use in the State of Illinois, Defendant, Defendant's corporate predecessors, and others with whom they acted in concert engaged in unfair or deceptive acts or practices, including but not limited to deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression, or omission of material facts, regarding their design, manufacture, distribution, and sale of paraquat for use in the State of Illinois, in that they:

a. concealed, suppressed, or omitted to disclose that 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. concealed, suppressed, or omitted to disclose that 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, paraquat was likely to cause or contribute to cause latent neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause or contribute to cause clinically significant neurodegenerative disease, including PD, to develop long after exposure.

c. concealed, suppressed, or omitted to disclose that adequate testing had not been performed to determine the extent to which exposure to paraquat was likely to occur 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. concealed, suppressed, or omitted to disclose that adequate testing had not been performed 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. concealed, suppressed, or omitted to disclose that adequate testing had not been performed to determine the extent to which paraquat, when inhaled, ingested, or absorbed into the bodies of persons who used 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, 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 PD, to develop long after exposure;

f. concealed, suppressed, or omitted to disclose that adequate testing had not been performed to determine the extent to which paraquat, when formulated or mixed with surfactants or other pesticides or used along with other pesticides, and 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, 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 PD, to develop long after exposure.

230. These acts and practices of Defendant, Defendant's corporate predecessors, and others with whom they acted in concert in manufacturing, distributing and selling paraquat for use in the State of Illinois were "unfair" because they offended public policy, were immoral, unethical, oppressive, and unscrupulous, and caused substantial injury to consumers.

231. These acts and practices of Defendant, Defendant's corporate predecessors, and others with whom they acted in concert in manufacturing, distributing and selling paraquat for use in the State of Illinois offended the clearly stated public policy of the State of Illinois, as expressed in Article XI of the Illinois Constitution of 1970, Environment, Section 1, Public Policy - Legislative Responsibility, that:

The public policy of the State and the duty of each person is to provide and maintain a healthful environment for the benefit of this and future generations. The General Assembly shall provide by law for the implementation and enforcement of this public policy."

232. These acts and practices of Defendant, Defendant's corporate predecessors, and others with whom they acted in concert in manufacturing, distributing and selling paraquat for use in the State of Illinois offended the clearly stated public policy of the State of Illinois, as expressed in Article XI of the Illinois Constitution of 1970, Environment, Section 2, Rights of Individuals, that:

Each person has the right to a healthful environment. Each person may enforce this right against any party, governmental or private, through appropriate legal proceedings subject to reasonable limitation and regulation as the General Assembly may provide by law.

233. These acts and practices of Defendant, Defendant's corporate predecessors, and others with whom they acted in concert in manufacturing, distributing and selling paraquat for use in the State of Illinois were immoral and unethical, as they served only to benefit Defendant, Defendant's corporate

predecessors, and others with whom they acted in concert at the expense of the health of purchasers and users of paraquat and the public.

234. These acts and practices of Defendant, Defendant's corporate predecessors, and others with whom they acted in concert in manufacturing, distributing and selling paraquat for use in the State of Illinois were likely to cause substantial injury to purchasers and users of paraquat and the public by exposing them to unnecessary risks to their health.

235. These acts and practices of Defendant, Defendant's corporate predecessors, and others with whom they acted in concert in manufacturing, distributing and selling paraquat for use in the State of Illinois were likely to cause, and did cause, substantial injury to purchasers and users of paraquat and the public in that but for these acts and practices paraquat would not have been purchased for use in Illinois and 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 would not have been injured by it.

236. The injuries caused by these acts and practices of Defendant, Defendant's corporate predecessors, and others with whom they acted in concert in manufacturing, distributing and selling paraquat for use in the State of Illinois, namely purchasers' monetary losses and the injuries and damages (including monetary losses) to 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, including Plaintiff, are not outweighed by any countervailing benefit to consumers or competition.

237. The injuries caused by these acts and practices of Defendant, Defendant's corporate predecessors, and others with whom they acted in concert in manufacturing, distributing and selling paraquat for use in the State of Illinois, namely purchasers' monetary losses and the injuries and damages (including monetary losses) to 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, including Plaintiff, were not reasonably avoidable; because Defendant, Defendant's corporate predecessors, and others with whom they acted in concert in manufacturing, distributing and selling paraquat for use in the State of Illinois were the sole sources of material information and they failed to disclose this information, and consumers therefore could not have had reason to anticipate the impending harm and thus avoid their injuries.

238. Defendant, Defendant's corporate predecessors, and others with whom they acted in concert intended that purchasers of the paraquat that they manufactured, distributed, and sold and to which Plaintiff was exposed purchase it in reliance on these unfair and deceptive acts and practices.

239. The facts that Defendant, Defendant's corporate predecessors, and others with whom they acted in concert concealed, suppressed, or omitted to disclose were material to the decisions to purchase the paraquat that Defendant, Defendant's corporate predecessors, and others with whom they acted in concert manufactured, distributed, and sold and to which Plaintiff was exposed, in that it would not have been purchased had these facts been disclosed.

240. These unfair and deceptive acts and practices of Defendant, Defendant's corporate predecessors, and others with whom they acted in concert occurred in connection with their conduct of trade and commerce in the State of Illinois.

241. These unfair and deceptive acts and practices of Defendant, Defendant's corporate predecessors, and others with whom they acted in concert violated the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS §505/2, and the Uniform Deceptive Trade Practices Act, 815 ILCS §510/2.

F. Breach of implied warranty of merchantability

242. At all times relevant to this claim, Defendant, Defendant's corporate predecessors, and others with whom they acted in concert were engaged in the business of designing, manufacturing, distributing, and selling paraquat and other restricted-use pesticides and themselves out as having knowledge or skill regarding paraquat and other restricted-use pesticides.

243. At all times relevant to this claim, Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold paraquat intending or expecting that it would be sold and used in Illinois.

244. Plaintiff was exposed to paraquat sold and used in Illinois that Defendant, Defendant's corporate predecessors, and others with whom they acted in concert designed, manufactured, distributed, and sold intending or expecting that it would be sold and used in Illinois.

245. At the time of each sale of paraquat to which Plaintiff was exposed, Defendant, Defendant's corporate predecessors, and others with whom they acted in concert impliedly warranted that it was of merchantable quality, including that it was fit for the ordinary purposes for which such goods were used, pursuant to section 2-314 of the Uniform Commercial Code, 810 ILCS 5/2-314.

246. Defendant, Defendant's corporate predecessors, and others with whom they acted in concert breached this warranty regarding each sale of paraquat to which Plaintiff was exposed, in that it was not of merchantable quality because it was not fit for the ordinary purposes for which such goods were 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; and

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 or contribute to cause latent neurological damage that was both permanent and cumulative, and repeated exposures were likely to cause or contribute to cause clinically significant neurodegenerative disease, including PD, to develop long after exposure.

III. Individual Plaintiffs' allegations and claims

A. Plaintiff Thomas Hoffmann

247. Plaintiff THOMAS HOFFMANN was born in 1954 and resides in Clinton County, Illinois.

248. Plaintiff THOMAS HOFFMANN has worked as a farmer in Clinton County, Illinois and Bond County, Illinois, planting and harvesting corn, soybeans, and wheat, since he was in the 5th grade.

249. Plaintiff THOMAS HOFFMANN and his father purchased and hired applicators to spray paraquat in fields that they farmed from the 1970s through the late 1990s, typically once a year over a four-to-six-week period during the 1970s and twice a year over two four-to-six-week periods thereafter.

250. Beginning in the 1970s and continuing through the late 1990s, Plaintiff THOMAS HOFFMANN was repeatedly exposed to paraquat through inhaling, ingesting, and absorbing it while it was being mixed or loaded, while it was being or recently had been sprayed, while tanks and equipment used to spray it were being maintained, and while he was in fields where it had been sprayed.

251. Plaintiff THOMAS HOFFMANN was diagnosed with PD in 1998 at age 44.

252. Plaintiff THOMAS HOFFMANN neither knew nor had any reason to know that paraquat caused or contributed to cause his PD until October 7, 2015.

253. The paraquat to which Plaintiff THOMAS HOFFMANN was exposed included paraquat sold under the brand name GRAMOXONE®.

254. The paraquat to which Plaintiff THOMAS HOFFMANN was exposed included paraquat that Plaintiff THOMAS HOFFMANN and his father purchased from Bond County Service Company, Consolidated Exchange Inc., South Central FS, and Rakers.

255. The paraquat to which Plaintiff THOMAS HOFFMANN was exposed was sold and used in Illinois, and was manufactured, distributed, and sold by Defendants, their corporate predecessors, and others with whom they acted in concert intending or expecting that it would be sold and used in Illinois.

256. Plaintiff THOMAS HOFFMANN was exposed to paraquat that was manufactured, distributed, and sold at different times as to each Defendant, its corporate predecessors, and others with whom they acted in concert, and not necessarily throughout the entire period of his exposure as to any particular Defendant, its corporate predecessors, and others with whom they acted in concert.

257. Plaintiff THOMAS HOFFMANN was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by SCPLLC, its corporate predecessors, and others with whom they acted in concert, including Chevron, intending or expecting that it would be sold and used in Illinois.

258. Plaintiff THOMAS HOFFMANN was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by SAG, its corporate predecessors, and others with whom they acted in concert, including Chevron, intending or expecting that it would be sold and used in Illinois.

259. Plaintiff THOMAS HOFFMANN was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by Chevron, acting in concert with ICI and ICA Americas intending or expecting that it would be sold and used in Illinois.

260. Plaintiff THOMAS HOFFMANN was exposed to paraquat that was distributed and sold by GROWMARK and its corporate predecessor.

261. When Plaintiff THOMAS HOFFMANN was exposed to paraquat, he neither knew nor could have expected that paraquat was neurotoxic or that exposure to it could cause any neurological injury or neurodegenerative disease.

262. When Plaintiff THOMAS HOFFMANN was exposed to paraquat, he neither knew nor could have expected that wearing gloves, a mask, or other personal protective equipment or taking any other precautions might have prevented or reduced

the risk of a neurological injury or neurodegenerative disease caused by exposure to paraquat.

COUNT 1
PLAINTIFF THOMAS HOFFMANN
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES

263. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 191–196, and 247–262 of this Amended Complaint.

264. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed, and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 2
PLAINTIFF THOMAS HOFFMANN
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

265. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 197–203, and 247–262 of this Amended Complaint.

266. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 3
PLAINTIFF THOMAS HOFFMANN
DEFENDANTS SCPLLC AND SAG
NEGLIGENCE
PERSONAL INJURIES

267. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 204–209, and 247–262 of this Amended Complaint.

268. As a direct and proximate result of the negligence of SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 4
PLAINTIFF THOMAS HOFFMANN
DEFENDANTS SCPLLC AND SAG
PUBLIC NUISANCE
PERSONAL INJURIES

269. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 210–219, and 247–262 of this Amended Complaint.

270. As a direct and proximate result of the public nuisance created by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 5
PLAINTIFF THOMAS HOFFMANN
DEFENDANTS SCPLLC AND SAG
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

271. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 220–241, and 247–262 of this Amended Complaint.

272. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 6
PLAINTIFF THOMAS HOFFMANN
DEFENDANTS SCPLLC AND SAG
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

273. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 242–246, and 247–262 of this Amended Complaint.

274. As a direct and proximate result of the breaches of the implied warranty of merchantability by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 7
PLAINTIFF THOMAS HOFFMANN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES

275. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 191–196, and 247–262 of this Amended Complaint.

276. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 8
PLAINTIFF THOMAS HOFFMANN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

277. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 197–203, and 247–262 of this Amended Complaint.

278. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 9
PLAINTIFF THOMAS HOFFMANN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
NEGLIGENCE
PERSONAL INJURIES

279. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 204–209, and 247–262 of this Amended Complaint.

280. As a direct and proximate result of the negligence of Chevron and others with whom it acted in concert, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 10
PLAINTIFF THOMAS HOFFMANN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
PUBLIC NUISANCE
PERSONAL INJURIES

281. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 210–219, and 247–262 of this Amended Complaint.

282. As a direct and proximate result of the public nuisance created by Chevron and others with whom it acted in concert, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 11
PLAINTIFF THOMAS HOFFMANN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

283. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 220–241, and 247–262 of this Amended Complaint.

284. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by Chevron and others with whom it acted in concert, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 12
PLAINTIFF THOMAS HOFFMANN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

285. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 242–246, and 247–262 of this Amended Complaint.

286. As a direct and proximate result of the breaches of the implied warranty of merchantability by Chevron and others with whom it acted in concert, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 13
PLAINTIFF THOMAS HOFFMANN
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES

287. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 191–196, and 247–262 of this Amended Complaint.

288. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 14
PLAINTIFF THOMAS HOFFMANN
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

289. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 197–203, and 247–262 of this Amended Complaint.

290. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 15
PLAINTIFF THOMAS HOFFMANN
DEFENDANT GROWMARK INC.
NEGLIGENCE
PERSONAL INJURIES

291. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 204–209, and 247–262 of this Amended Complaint.

292. As a direct and proximate result of the negligence of GROWMARK and its corporate predecessor, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 16
PLAINTIFF THOMAS HOFFMANN
DEFENDANT GROWMARK INC.
PUBLIC NUISANCE
PERSONAL INJURIES

293. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 210–219, and 247–262 of this Amended Complaint.

294. As a direct and proximate result of the public nuisance created by GROWMARK and its corporate predecessor, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 17
PLAINTIFF THOMAS HOFFMANN
DEFENDANT GROWMARK INC.
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

295. Plaintiff THOMAS incorporates in this Count by reference paragraphs 1–190, 220–241, and 247–262 of this Amended Complaint.

296. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by GROWMARK and its corporate predecessor, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 18
PLAINTIFF THOMAS HOFFMANN
DEFENDANT GROWMARK INC.
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

297. Plaintiff THOMAS HOFFMANN incorporates in this Count by reference paragraphs 1–190, 242–246, and 247–262 of this Amended Complaint.

298. As a direct and proximate result of the breaches of the implied warranty of merchantability by GROWMARK and its corporate predecessor, Plaintiff THOMAS HOFFMANN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff THOMAS HOFFMANN prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

B. Plaintiff Diana Hoffmann

299. Plaintiff DIANA HOFFMANN is a resident of Clinton County, Illinois and the wife of Plaintiff THOMAS HOFFMANN.

COUNT 19
PLAINTIFF DIANA HOFFMANN
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – DESIGN DEFECT
LOSS OF SERVICES AND CONSORTIUM

300. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 1 and paragraph 299 of this Amended Complaint.

301. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed, and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 20
PLAINTIFF DIANA HOFFMANN
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – FAILURE TO WARN
LOSS OF SERVICES AND CONSORTIUM

302. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 2 and paragraph 299 of this Amended Complaint.

303. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 21
PLAINTIFF DIANA HOFFMANN
DEFENDANTS SCPLLC AND SAG
NEGLIGENCE
LOSS OF SERVICES AND CONSORTIUM**

304. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 3 and paragraph 299 of this Amended Complaint.

305. As a direct and proximate result of the negligence of SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 22
PLAINTIFF DIANA HOFFMANN
DEFENDANTS SCPLLC AND SAG
PUBLIC NUISANCE
LOSS OF SERVICES AND CONSORTIUM

306. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 4 and paragraph 299 of this Amended Complaint.

307. As a direct and proximate result of the public nuisance created by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 23
PLAINTIFF DIANA HOFFMANN
DEFENDANTS SCPLLC AND SAG
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
LOSS OF SERVICES AND CONSORTIUM

308. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 5 and paragraph 299 of this Amended Complaint.

309. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 24
PLAINTIFF DIANA HOFFMANN
DEFENDANTS SCPLLC AND SAG
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
LOSS OF SERVICES AND CONSORTIUM

310. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 6 and paragraph 299 of this Amended Complaint.

311. As a direct and proximate result of the breaches of the implied warranty of merchantability by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 25
PLAINTIFF DIANA HOFFMANN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – DESIGN DEFECT
LOSS OF SERVICES AND CONSORTIUM

312. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 7 and paragraph 299 of this Amended Complaint.

313. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 26
PLAINTIFF DIANA HOFFMANN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – FAILURE TO WARN
LOSS OF SERVICES AND CONSORTIUM

314. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 8 and paragraph 299 of this Amended Complaint.

315. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 27
PLAINTIFF DIANA HOFFMANN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
NEGLIGENCE
LOSS OF SERVICES AND CONSORTIUM

316. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 9 and paragraph 299 of this Amended Complaint.

317. As a direct and proximate result of the negligence of Chevron and others with whom it acted in concert, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 28
PLAINTIFF DIANA HOFFMANN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
PUBLIC NUISANCE
LOSS OF SERVICES AND CONSORTIUM

318. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 10 and paragraph 299 of this Amended Complaint.

319. As a direct and proximate result of the public nuisance created by Chevron and others with whom it acted in concert, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 29
PLAINTIFF DIANA HOFFMANN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
LOSS OF SERVICES AND CONSORTIUM

320. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 11 and paragraph 299 of this Amended Complaint.

321. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by Chevron and others with whom it acted in concert, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 30
PLAINTIFF DIANA HOFFMANN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
LOSS OF SERVICES AND CONSORTIUM

322. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 12 and paragraph 299 of this Amended Complaint.

323. As a direct and proximate result of the breaches of the implied warranty of merchantability by Chevron and others with whom it acted in concert, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 31
PLAINTIFF DIANA HOFFMANN
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – DESIGN DEFECT
LOSS OF SERVICES AND CONSORTIUM

324. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 13 and paragraph 299 of this Amended Complaint.

325. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 32
PLAINTIFF DIANA HOFFMANN
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – FAILURE TO WARN
LOSS OF SERVICES AND CONSORTIUM

326. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 14 and paragraph 299 of this Amended Complaint.

327. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 33
PLAINTIFF DIANA HOFFMANN
DEFENDANT GROWMARK INC.
NEGLIGENCE
LOSS OF SERVICES AND CONSORTIUM

328. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 15 and paragraph 299 of this Amended Complaint.

329. As a direct and proximate result of the negligence of GROWMARK and its corporate predecessor, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 34
PLAINTIFF DIANA HOFFMANN
DEFENDANT GROWMARK INC.
PUBLIC NUISANCE
LOSS OF SERVICES AND CONSORTIUM

330. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 16 and paragraph 299 of this Amended Complaint.

331. As a direct and proximate result of the public nuisance created by GROWMARK and its corporate predecessor, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 35
PLAINTIFF DIANA HOFFMANN
DEFENDANT GROWMARK INC.
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
LOSS OF SERVICES AND CONSORTIUM

332. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 17 and paragraph 299 of this Amended Complaint.

333. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by GROWMARK and its corporate predecessor,

Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 36
PLAINTIFF DIANA HOFFMANN
DEFENDANT GROWMARK INC.
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
LOSS OF SERVICES AND CONSORTIUM

334. Plaintiff DIANA HOFFMANN incorporates in this Count by reference all of Count 18 and paragraph 299 of this Amended Complaint.

335. As a direct and proximate result of the breaches of the implied warranty of merchantability by GROWMARK and its corporate predecessor, Plaintiff DIANA HOFFMANN 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.

WHEREFORE, Plaintiff DIANA HOFFMANN prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally,

in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

C. Plaintiff Jerry Mills

336. Plaintiff JERRY MILLS was born in 1930 and resides in Madison County, Illinois.

337. Since 1971, Plaintiff JERRY MILLS has owned land in Madison County where he grows apples and peaches; he planted the orchard's first tree in 1973 and harvested the first fruit in 1977.

338. Plaintiff JERRY MILLS sprayed paraquat to control weeds in his orchard multiple times each year from the 1970s through as recently as five years ago.

339. Beginning in the 1970s and continuing through as recently as five years ago, Plaintiff JERRY MILLS was repeatedly exposed to and inhaled, ingested, and absorbed paraquat while in the course of using it to control weeds in his orchard.

340. Plaintiff JERRY MILLS was diagnosed with PD in 2013 at age 83.

341. Plaintiff JERRY MILLS neither knew nor had any reason to know that paraquat caused or contributed to cause his PD until October 23, 2015.

342. The paraquat to which Plaintiff JERRY MILLS was exposed included paraquat sold under the brand name GRAMOXONE®.

343. The paraquat to which Plaintiff JERRY MILLS was exposed included paraquat that Plaintiff JERRY MILLS purchased from M&M Service Company and Southern FS.

344. The paraquat to which Plaintiff JERRY MILLS was exposed was sold and used in Illinois, and was manufactured, distributed, and sold by one or more of the Defendants and their corporate predecessors and others with whom they acted in concert, intending or expecting that it would be sold and used in Illinois.

345. Plaintiff JERRY MILLS was exposed to paraquat manufactured, distributed, and sold at different times as to each Defendant, its corporate predecessors, and others with whom they acted in concert, and not necessarily throughout the entire period of his exposure as to any particular Defendant, its corporate predecessors, and others with whom they acted in concert.

346. Plaintiff JERRY MILLS was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by SCPLLC, its corporate predecessors, and others with whom they acted in concert, including Chevron, intending or expecting that it would be sold and used in Illinois.

347. Plaintiff JERRY MILLS was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by SAG, its corporate predecessors, and others with whom they acted in concert, including Chevron, intending or expecting that it would be sold and used in Illinois.

348. Plaintiff JERRY MILLS was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by Chevron, acting in concert with ICI and ICI Americas, intending or expecting that it would be sold and used in Illinois.

349. Plaintiff JERRY MILLS was exposed to paraquat that was distributed and sold by GROWMARK and its corporate predecessor.

350. When Plaintiff JERRY MILLS was exposed to paraquat, he neither knew nor could have expected that paraquat was neurotoxic or that exposure to it could cause any neurological injury or neurodegenerative disease.

351. When Plaintiff JERRY MILLS was exposed to paraquat, he neither knew nor could have expected that wearing gloves, a mask, or other personal protective equipment or taking any other precautions might have prevented or reduced the risk of a neurological injury or neurodegenerative disease caused by exposure to paraquat.

**COUNT 37
PLAINTIFF JERRY MILLS
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES**

352. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 191–196, and 336–351 of this Amended Complaint.

353. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed, and sold by SCPLLC,

SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 38
PLAINTIFF JERRY MILLS
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES**

354. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 197–203, and 336–351 of this Amended Complaint.

355. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent

physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 39
PLAINTIFF JERRY MILLS
DEFENDANTS SCPLLC AND SAG
NEGLIGENCE
PERSONAL INJURIES**

356. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 204–209, and 336–351 of this Amended Complaint.

357. As a direct and proximate result of the negligence of SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the

remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 40
PLAINTIFF JERRY MILLS
DEFENDANTS SCPLLC AND SAG
PUBLIC NUISANCE
PERSONAL INJURIES**

358. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 210–219, and 336–351 of this Amended Complaint.

359. As a direct and proximate result of the public nuisance created by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 41
PLAINTIFF JERRY MILLS
DEFENDANTS SCPLLC AND SAG
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

360. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 220–241, and 336–351 of this Amended Complaint.

361. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA

AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 42
PLAINTIFF JERRY MILLS
DEFENDANTS SCPLLC AND SAG
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

362. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 242–246, and 336–351 of this Amended Complaint.

363. As a direct and proximate result of the breaches of the implied warranty of merchantability by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 43
PLAINTIFF JERRY MILLS
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES

364. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 191–196, and 336–351 of this Amended Complaint.

365. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 44
PLAINTIFF JERRY MILLS
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

366. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 197–203, and 336–351 of this Amended Complaint.

367. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 45
PLAINTIFF JERRY MILLS
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
NEGLIGENCE
PERSONAL INJURIES

368. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 204–209, and 336–351 of this Amended Complaint.

369. As a direct and proximate result of the negligence of Chevron and others with whom it acted in concert, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 46
PLAINTIFF JERRY MILLS
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
PUBLIC NUISANCE
PERSONAL INJURIES

370. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 210–219, and 336–351 of this Amended Complaint.

371. As a direct and proximate result of the public nuisance created by Chevron and others with whom it acted in concert, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 47
PLAINTIFF JERRY MILLS
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

372. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 220–241, and 336–351 of this Amended Complaint.

373. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by Chevron and others with whom it acted in concert, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 48
PLAINTIFF JERRY MILLS
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

374. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 242–246, and 336–351 of this Amended Complaint.

375. As a direct and proximate result of the breaches of the implied warranty of merchantability by Chevron and others with whom it acted in concert, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 49
PLAINTIFF JERRY MILLS
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES**

376. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 191–196, and 336–351 of this Amended Complaint.

377. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 50
PLAINTIFF JERRY MILLS
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES**

378. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 197–203, and 336–351 of this Amended Complaint.

379. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 51
PLAINTIFF JERRY MILLS
DEFENDANT GROWMARK INC.
NEGLIGENCE
PERSONAL INJURIES**

380. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 204–209, and 336–351 of this Amended Complaint.

381. As a direct and proximate result of the negligence of GROWMARK and its corporate predecessor, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 52
PLAINTIFF JERRY MILLS
DEFENDANT GROWMARK INC.
PUBLIC NUISANCE
PERSONAL INJURIES**

382. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 210–219, and 336–351 of this Amended Complaint.

383. As a direct and proximate result of the public nuisance created by GROWMARK and its corporate predecessor, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 53
PLAINTIFF JERRY MILLS
DEFENDANT GROWMARK INC.
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES**

384. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 220–241, and 336–351 of this Amended Complaint.

385. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by GROWMARK and its corporate predecessor, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 54
PLAINTIFF JERRY MILLS
DEFENDANT GROWMARK INC.
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES**

386. Plaintiff JERRY MILLS incorporates in this Count by reference paragraphs 1–190, 242–246, and 336–351 of this Amended Complaint.

387. As a direct and proximate result of the breaches of the implied warranty of merchantability by GROWMARK and its corporate predecessor, Plaintiff JERRY MILLS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JERRY MILLS prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

D. Plaintiff Ronald Niebruegge

388. Plaintiff RONALD NIEBRUEGGE was born in 1952 and resides in Monroe County, Illinois.

389. Plaintiff RONALD NIEBRUEGGE has been a career farmer in Monroe County, planting and harvesting corn, soybeans, and wheat, from 1976 through the present.

390. From 1976 through the mid-to-late 1990s, Plaintiff RONALD NIEBRUEGGE mixed and loaded paraquat and sprayed it from an open tractor with pressurized tanks and a spray boom before planting, typically once a year over a period of several weeks.

391. Beginning in the 1970s and continuing through the late 1990s, Plaintiff RONALD NIEBRUEGGE was repeatedly exposed to and inhaled, ingested, and absorbed paraquat while he was mixing, loading, and spraying it, while he was clearing clogged spray equipment, and while he was in fields after it was sprayed.

392. Plaintiff RONALD NIEBRUEGEE was diagnosed with PD in 2007 at age 55.

393. Plaintiff RONALD NIEBRUEGGE neither knew nor had any reason to know that paraquat caused or contributed to cause his PD until November 2, 2015.

394. The paraquat to which Plaintiff RONALD NIEBRUEGGE was exposed included paraquat sold under the brand name GRAMOXONE®.

395. The paraquat to which Plaintiff RONALD NIEBRUEGGE was exposed included paraquat that Plaintiff RONALD NIEBRUEGGE purchased from C&W Co-Op,

Inc. and Monroe Service Company, which has also been known as Gateway Service Company and Gateway FS, Inc.

396. The paraquat to which Plaintiff RONALD NIEBRUEGGE was exposed was sold and used in Illinois, and was manufactured, distributed, and sold by one or more of the Defendants and their corporate predecessors and others with whom they acted in concert intending or expecting that it would be sold and used in Illinois.

397. Plaintiff RONALD NIEBRUEGGE was exposed to paraquat manufactured, distributed, and sold at different times as to each Defendant, its corporate predecessors, and others with whom they acted in concert, and not necessarily throughout the entire period of his exposure as to any particular Defendant, its corporate predecessors, and others with whom they acted in concert.

398. Plaintiff RONALD NIEBRUEGGE was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by SCPLLC, its corporate predecessors, and others with whom they acted in concert, including Chevron, intending or expecting that it would be sold and used in Illinois.

399. Plaintiff RONALD NIEBRUEGGE was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by SAG, its corporate predecessors, and others with whom they acted in concert, including Chevron, intending or expecting that it would be sold and used in Illinois.

400. Plaintiff RONALD NIEBRUEGGE was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by Chevron, acting in concert with ICI and ICI Americas, intending or expecting that it would be sold and used in Illinois.

401. Plaintiff RONALD NIEBRUEGGE was exposed to paraquat that was distributed and sold by GROWMARK and its corporate predecessor.

402. When Plaintiff RONALD NIEBRUEGGE was exposed to paraquat, he neither knew nor could have expected that paraquat was neurotoxic or that exposure to it could cause any neurological injury or neurodegenerative disease.

403. When Plaintiff RONALD NIEBRUEGGE was exposed to paraquat, he neither knew nor could have expected that wearing gloves, a mask, or other personal protective equipment or taking any other precautions might have prevented or reduced the risk of a neurological injury or neurodegenerative disease caused by exposure to paraquat.

COUNT 55
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES

404. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 191–196, and 388–403 of this Amended Complaint.

405. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed, and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 56
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

406. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 197–203, and 388–403 of this Amended Complaint.

407. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and

sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 57
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANTS SCPLLC AND SAG
NEGLIGENCE
PERSONAL INJURIES**

408. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 204–209, and 388–403 of this Amended Complaint.

409. As a direct and proximate result of the negligence of SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical

pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 58
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANTS SCPLLC AND SAG
PUBLIC NUISANCE
PERSONAL INJURIES**

410. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 210–219, and 388–403 of this Amended Complaint.

411. As a direct and proximate result of the public nuisance created by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and

will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 59
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANTS SCPLLC AND SAG
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

412. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 220–241, and 388–403 of this Amended Complaint.

413. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his

life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 60
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANTS SCPLLC AND SAG
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

414. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 242–246, and 388–403 of this Amended Complaint.

415. As a direct and proximate result of the breaches of the implied warranty of merchantability by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 61
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES

416. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 191–196, and 388–403 of this Amended Complaint.

417. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL

COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 62
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

418. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 197–203, and 388–403 of this Amended Complaint.

419. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 63
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
NEGLIGENCE
PERSONAL INJURIES

420. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 204–209, and 388–403 of this Amended Complaint.

421. As a direct and proximate result of the negligence of Chevron and others with whom it acted in concert, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 64
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
PUBLIC NUISANCE
PERSONAL INJURIES

422. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 210–219, and 388–403 of this Amended Complaint.

423. As a direct and proximate result of the public nuisance created by Chevron and others with whom it acted in concert, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 65
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

424. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 220–241, and 388–403 of this Amended Complaint.

425. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by Chevron and others with whom it acted in concert, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 66
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

426. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 242–246, and 388–403 of this Amended Complaint.

427. As a direct and proximate result of the breaches of the implied warranty of merchantability by Chevron and others with whom it acted in concert, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 67
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES

428. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 191–196, and 388–403 of this Amended Complaint.

429. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 68
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

430. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 197–203, and 388–403 of this Amended Complaint.

431. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 69
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANT GROWMARK INC.
NEGLIGENCE
PERSONAL INJURIES

432. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 204–209, and 388–403 of this Amended Complaint.

433. As a direct and proximate result of the negligence of GROWMARK and its corporate predecessor, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 70
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANT GROWMARK INC.
PUBLIC NUISANCE
PERSONAL INJURIES

434. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 210–219, and 388–403 of this Amended Complaint.

435. As a direct and proximate result of the public nuisance created by GROWMARK and its corporate predecessor, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 71
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANT GROWMARK INC.
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

436. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 220–241, and 388–403 of this Amended Complaint.

437. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by GROWMARK and its corporate predecessor, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 72
PLAINTIFF RONALD NIEBRUEGGE
DEFENDANT GROWMARK INC.
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

438. Plaintiff RONALD NIEBRUEGGE incorporates in this Count by reference paragraphs 1–190, 242–246, and 388–403 of this Amended Complaint.

439. As a direct and proximate result of the breaches of the implied warranty of merchantability by GROWMARK and its corporate predecessor, Plaintiff RONALD NIEBRUEGGE developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff RONALD NIEBRUEGGE prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

E. Plaintiff Mary Niebruegge

440. Plaintiff MARY NIEBRUEGGE is a resident of Monroe County, Illinois and the wife of Plaintiff RONALD NIEBRUEGGE.

COUNT 73
PLAINTIFF MARY NIEBRUEGGE
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – DESIGN DEFECT
LOSS OF SERVICES AND CONSORTIUM

441. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 55 and paragraph 440 of this Amended Complaint.

442. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed, and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 74
PLAINTIFF MARY NIEBRUEGGE
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – FAILURE TO WARN
LOSS OF SERVICES AND CONSORTIUM

443. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 56 and paragraph 440 of this Amended Complaint.

444. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 75
PLAINTIFF MARY NIEBRUEGGE
DEFENDANTS SCPLLC AND SAG
NEGLIGENCE
LOSS OF SERVICES AND CONSORTIUM**

445. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 57 and paragraph 440 of this Amended Complaint.

446. As a direct and proximate result of the negligence of SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 76
PLAINTIFF MARY NIEBRUEGGE
DEFENDANTS SCPLLC AND SAG
PUBLIC NUISANCE
LOSS OF SERVICES AND CONSORTIUM

447. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 58 and paragraph 440 of this Amended Complaint.

448. As a direct and proximate result of the public nuisance created by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 77
PLAINTIFF MARY NIEBRUEGGE
DEFENDANTS SCPLLC AND SAG
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
LOSS OF SERVICES AND CONSORTIUM

449. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 59 and paragraph 440 of this Amended Complaint.

450. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 78
PLAINTIFF MARY NIEBRUEGGE
DEFENDANTS SCPLLC AND SAG
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
LOSS OF SERVICES AND CONSORTIUM

451. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 60 and paragraph 440 of this Amended Complaint.

452. As a direct and proximate result of the breaches of the implied warranty of merchantability by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 79
PLAINTIFF MARY NIEBRUEGGE
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – DESIGN DEFECT
LOSS OF SERVICES AND CONSORTIUM

453. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 61 and paragraph 440 of this Amended Complaint.

454. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 80
PLAINTIFF MARY NIEBRUEGGE
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – FAILURE TO WARN
LOSS OF SERVICES AND CONSORTIUM

455. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 62 and paragraph 440 of this Amended Complaint.

456. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 81
PLAINTIFF MARY NIEBRUEGGE
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
NEGLIGENCE
LOSS OF SERVICES AND CONSORTIUM

457. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 63 and paragraph 440 of this Amended Complaint.

458. As a direct and proximate result of the negligence of Chevron and others with whom it acted in concert, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 82
PLAINTIFF MARY NIEBRUEGGE
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
PUBLIC NUISANCE
LOSS OF SERVICES AND CONSORTIUM

459. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 64 and paragraph 440 of this Amended Complaint.

460. As a direct and proximate result of the public nuisance created by Chevron and others with whom it acted in concert, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 83
PLAINTIFF MARY NIEBRUEGGE
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
LOSS OF SERVICES AND CONSORTIUM

461. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 65 and paragraph 440 of this Amended Complaint.

462. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by Chevron and others with whom it acted in concert, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 84
PLAINTIFF MARY NIEBRUEGGE
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
LOSS OF SERVICES AND CONSORTIUM

463. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 66 and paragraph 440 of this Amended Complaint.

464. As a direct and proximate result of the breaches of the implied warranty of merchantability by Chevron and others with whom it acted in concert, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 85
PLAINTIFF MARY NIEBRUEGGE
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – DESIGN DEFECT
LOSS OF SERVICES AND CONSORTIUM

465. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 67 and paragraph 440 of this Amended Complaint.

466. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 86
PLAINTIFF MARY NIEBRUEGGE
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – FAILURE TO WARN
LOSS OF SERVICES AND CONSORTIUM**

467. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 68 and paragraph 440 of this Amended Complaint.

468. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 87
PLAINTIFF MARY NIEBRUEGGE
DEFENDANT GROWMARK INC.
NEGLIGENCE
LOSS OF SERVICES AND CONSORTIUM

469. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 69 and paragraph 440 of this Amended Complaint.

470. As a direct and proximate result of the negligence of GROWMARK and its corporate predecessor, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 88
PLAINTIFF MARY NIEBRUEGGE
DEFENDANT GROWMARK INC.
PUBLIC NUISANCE
LOSS OF SERVICES AND CONSORTIUM

471. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 70 and paragraph 440 of this Amended Complaint.

472. As a direct and proximate result of the public nuisance created by GROWMARK and its corporate predecessor, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 89
PLAINTIFF MARY NIEBRUEGGE
DEFENDANT GROWMARK INC.
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
LOSS OF SERVICES AND CONSORTIUM

473. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 71 and paragraph 440 of this Amended Complaint.

474. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by GROWMARK and its corporate predecessor,

Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 90
PLAINTIFF MARY NIEBRUEGGE
DEFENDANT GROWMARK INC.
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
LOSS OF SERVICES AND CONSORTIUM

475. Plaintiff MARY NIEBRUEGGE incorporates in this Count by reference all of Count 72 and paragraph 440 of this Amended Complaint.

476. As a direct and proximate result of the breaches of the implied warranty of merchantability by GROWMARK and its corporate predecessor, Plaintiff MARY NIEBRUEGGE 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.

WHEREFORE, Plaintiff MARY NIEBRUEGGE prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally,

in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

F. Plaintiff John Hopkins

477. Plaintiff JOHN HOPKINS was born in 1967 and resides in Bond County, Illinois.

478. Plaintiff JOHN HOPKINS worked as a farmhand, primarily in Bond County and Fayette County, part-time while in high school from 1982-1987, and part-time to full-time planting soybeans, corn, wheat, alfalfa and oats from approximately 1986-87 through 2010.

479. While working part-time as a farmhand from 1982-1987, Plaintiff JOHN HOPKINS was regularly in or near fields where paraquat was sprayed during or after spraying.

480. While working part-time to full-time as a farmhand from 1986-87 through 2010, Plaintiff JOHN HOPKINS regularly mixed and loaded paraquat and sprayed it from an open tractor with pressurized tanks and a spray boom before planting.

481. Between 1982 and 2002, Plaintiff JOHN HOPKINS was repeatedly exposed to and inhaled, ingested, and absorbed paraquat while he was mixing, loading, and spraying it, while he was clearing clogged spray equipment, while he was in fields after it was sprayed, and while he was in or near fields that were being sprayed by "crop dusters."

482. Plaintiff JOHN HOPKINS was diagnosed with PD in 2007 at age 40.

483. Plaintiff JOHN HOPKINS neither knew nor had any reason to know that paraquat caused or contributed to cause his PD until November 5, 2015.

484. The paraquat to which Plaintiff JOHN HOPKINS was exposed included paraquat sold under the brand name GRAMOXONE®.

485. The paraquat to which Plaintiff JOHN HOPKINS was exposed included paraquat that Plaintiff JOHN HOPKINS or his employers purchased from Woosley Brothers FS, Bond Service FS, and others.

486. The paraquat to which Plaintiff JOHN HOPKINS was exposed was sold and used in Illinois, and was manufactured, distributed, and sold by one or more of the Defendants and their corporate predecessors and others with whom they acted in concert intending or expecting that it would be sold and used in Illinois.

487. Plaintiff JOHN HOPKINS was exposed to paraquat manufactured, distributed, and sold at different times as to each Defendant, its corporate predecessors, and others with whom they acted in concert, and not necessarily throughout the entire period of his exposure as to any particular Defendant, its corporate predecessors, and others with whom they acted in concert.

488. Plaintiff JOHN HOPKINS was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by SCPLLC, its corporate

predecessors, and others with whom they acted in concert, including Chevron, intending or expecting that it would be sold and used in Illinois.

489. Plaintiff JOHN HOPKINS was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by SAG, its corporate predecessors, and others with whom they acted in concert, including Chevron, intending or expecting that it would be sold and used in Illinois.

490. Plaintiff JOHN HOPKINS was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by Chevron, acting in concert with ICI and ICI Americas, intending or expecting that it would be sold and used in Illinois.

491. Plaintiff JOHN HOPKINS was exposed to paraquat that was distributed and sold by GROWMARK and its corporate predecessor.

492. When Plaintiff JOHN HOPKINS was exposed to paraquat, he neither knew nor could have expected that paraquat was neurotoxic or that exposure to it could cause any neurological injury or neurodegenerative disease.

493. When Plaintiff JOHN HOPKINS was exposed to paraquat, he neither knew nor could have expected that wearing gloves, a mask, or other personal protective equipment or taking any other precautions might have prevented or reduced the risk of a neurological injury or neurodegenerative disease caused by exposure to paraquat.

**COUNT 91
PLAINTIFF JOHN HOPKINS
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES**

494. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 191–196, and 477–493 of this Amended Complaint.

495. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed, and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 92
PLAINTIFF JOHN HOPKINS
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

496. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 197–203, and 477–493 of this Amended Complaint.

497. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 93
PLAINTIFF JOHN HOPKINS
DEFENDANTS SCPLLC AND SAG
NEGLIGENCE
PERSONAL INJURIES**

498. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 204–209, and 477–493 of this Amended Complaint.

499. As a direct and proximate result of the negligence of SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 94
PLAINTIFF JOHN HOPKINS
DEFENDANTS SCPLLC AND SAG
PUBLIC NUISANCE
PERSONAL INJURIES

500. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 210–219, and 477–493 of this Amended Complaint.

501. As a direct and proximate result of the public nuisance created by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 95
PLAINTIFF JOHN HOPKINS
DEFENDANTS SCPLLC AND SAG
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES**

502. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 220–241, and 477–493 of this Amended Complaint.

503. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 96
PLAINTIFF JOHN HOPKINS
DEFENDANTS SCPLLC AND SAG
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

504. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 242–246, and 477–493 of this Amended Complaint.

505. As a direct and proximate result of the breaches of the implied warranty of merchantability by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 97
PLAINTIFF JOHN HOPKINS
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES

506. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 191–196, and 477–493 of this Amended Complaint.

507. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 98
PLAINTIFF JOHN HOPKINS
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

508. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 197–203, and 477–493 of this Amended Complaint.

509. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 99
PLAINTIFF JOHN HOPKINS
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
NEGLIGENCE
PERSONAL INJURIES

510. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 204–209, and 477–493 of this Amended Complaint.

511. As a direct and proximate result of the negligence of Chevron and others with whom it acted in concert, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 100
PLAINTIFF JOHN HOPKINS
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
PUBLIC NUISANCE
PERSONAL INJURIES

512. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 210–219, and 477–493 of this Amended Complaint.

513. As a direct and proximate result of the public nuisance created by Chevron and others with whom it acted in concert, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 101
PLAINTIFF JOHN HOPKINS
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

514. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 220–241, and 477–493 of this Amended Complaint.

515. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by Chevron and others with whom it acted in concert, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 102
PLAINTIFF JOHN HOPKINS
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

516. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 242–246, and 477–493 of this Amended Complaint.

517. As a direct and proximate result of the breaches of the implied warranty of merchantability by Chevron and others with whom it acted in concert, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 103
PLAINTIFF JOHN HOPKINS
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES

518. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 191–196, and 477–493 of this Amended Complaint.

519. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 104
PLAINTIFF JOHN HOPKINS
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

520. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 197–203, and 477–493 of this Amended Complaint.

521. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 105
PLAINTIFF JOHN HOPKINS
DEFENDANT GROWMARK INC.
NEGLIGENCE
PERSONAL INJURIES**

522. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 204–209, and 477–493 of this Amended Complaint.

523. As a direct and proximate result of the negligence of GROWMARK and its corporate predecessor, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 106
PLAINTIFF JOHN HOPKINS
DEFENDANT GROWMARK INC.
PUBLIC NUISANCE
PERSONAL INJURIES**

524. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 210–219, and 477–493 of this Amended Complaint.

525. As a direct and proximate result of the public nuisance created by GROWMARK and its corporate predecessor, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 107
PLAINTIFF JOHN HOPKINS
DEFENDANT GROWMARK INC.
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

526. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 220–241, and 477–493 of this Amended Complaint.

527. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by GROWMARK and its corporate predecessor, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 108
PLAINTIFF JOHN HOPKINS
DEFENDANT GROWMARK INC.
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

528. Plaintiff JOHN HOPKINS incorporates in this Count by reference paragraphs 1–190, 242–246, and 477–493 of this Amended Complaint.

529. As a direct and proximate result of the breaches of the implied warranty of merchantability by GROWMARK and its corporate predecessor, Plaintiff JOHN HOPKINS developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JOHN HOPKINS prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

G. Plaintiff Freemon Schmidt

530. Plaintiff FREEMON SCHMIDT was born in 1933 and resides in Madison County, Illinois.

531. Plaintiff FREEMON SCHMIDT was a career farmer in Madison County from the 1960s through 1990.

532. From the 1960s through 1990, Plaintiff FREEMON SCHMIDT sprayed paraquat from a pickup truck and an open tractor with pressurized tanks and a spray boom, typically each spring and summer.

533. From the 1960s through 1990, Plaintiff FREEMON SCHMIDT was repeatedly exposed to and inhaled, ingested, and absorbed paraquat while he was spraying it and while he was in fields after it was sprayed.

534. Plaintiff FREEMON SCHMIDT was diagnosed with PD in 2013 at age 80.

535. Plaintiff FREEMON SCHMIDT neither knew nor had any reason to know that paraquat caused or contributed to cause his PD until November 6, 2016.

536. The paraquat to which Plaintiff FREEMON SCHMIDT was exposed included paraquat sold under the brand name GRAMOXONE®.

537. The paraquat to which Plaintiff FREEMON SCHMIDT was exposed included paraquat that Plaintiff FREEMON SCHMIDT purchased from M&M Service Company and others.

538. The paraquat to which Plaintiff FREEMON SCHMIDT was exposed was sold and used in Illinois, and was manufactured, distributed, and sold by one or more of the Defendants and their corporate predecessors and others with whom they acted in concert intending or expecting that it would be sold and used in Illinois.

539. Plaintiff FREEMON SCHMIDT was exposed to paraquat manufactured, distributed, and sold at different times as to each Defendant, its corporate predecessors, and others with whom they acted in concert, and not necessarily throughout the entire period of his exposure as to any particular Defendant, its corporate predecessors, and others with whom they acted in concert.

540. Plaintiff FREEMON SCHMIDT was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by SCPLLC, its corporate predecessors, and others with whom they acted in concert, including Chevron, intending or expecting that it would be sold and used in Illinois.

541. Plaintiff FREEMON SCHMIDT was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by SAG, its corporate predecessors, and others with whom they acted in concert, including Chevron, intending or expecting that it would be sold and used in Illinois.

542. Plaintiff FREEMON SCHMIDT was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by Chevron, acting in concert with ICI and ICI Americas, intending or expecting that it would be sold and used in Illinois.

543. Plaintiff FREEMON SCHMIDT was exposed to paraquat that was distributed and sold by GROWMARK and its corporate predecessor.

544. When Plaintiff FREEMON SCHMIDT was exposed to paraquat, he neither knew nor could have expected that paraquat was neurotoxic or that exposure to it could cause any neurological injury or neurodegenerative disease.

545. When Plaintiff FREEMON SCHMIDT was exposed to paraquat, he neither knew nor could have expected that wearing gloves, a mask, or other personal protective equipment or taking any other precautions might have prevented or reduced the risk of a neurological injury or neurodegenerative disease caused by exposure to paraquat.

**COUNT 109
PLAINTIFF FREEMON SCHMIDT
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES**

546. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 191–196, and 530–545 of this Amended Complaint.

547. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed, and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will

continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 110
PLAINTIFF FREEMON SCHMIDT
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

548. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 197–203, and 530–545 of this Amended Complaint.

549. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable

expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 111
PLAINTIFF FREEMON SCHMIDT
DEFENDANTS SCPLLC AND SAG
NEGLIGENCE
PERSONAL INJURIES**

550. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 204–209, and 530–545 of this Amended Complaint.

551. As a direct and proximate result of the negligence of SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 112
PLAINTIFF FREEMON SCHMIDT
DEFENDANTS SCPLLC AND SAG
PUBLIC NUISANCE
PERSONAL INJURIES

552. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 210–219, and 530–545 of this Amended Complaint.

553. As a direct and proximate result of the public nuisance created by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC

and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 113
PLAINTIFF FREEMON SCHMIDT
DEFENDANTS SCPLLC AND SAG
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

554. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 220–241, and 530–545 of this Amended Complaint.

555. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 114
PLAINTIFF FREEMON SCHMIDT
DEFENDANTS SCPLLC AND SAG
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

556. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 242–246, and 530–545 of this Amended Complaint.

557. As a direct and proximate result of the breaches of the implied warranty of merchantability by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 115
PLAINTIFF FREEMON SCHMIDT
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES

558. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 191–196, and 530–545 of this Amended Complaint.

559. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 116
PLAINTIFF FREEMON SCHMIDT
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

560. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 197–203, and 530–545 of this Amended Complaint.

561. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 117
PLAINTIFF FREEMON SCHMIDT
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
NEGLIGENCE
PERSONAL INJURIES

562. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 204–209, and 530–545 of this Amended Complaint.

563. As a direct and proximate result of the negligence of Chevron and others with whom it acted in concert, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 118
PLAINTIFF FREEMON SCHMIDT
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
PUBLIC NUISANCE
PERSONAL INJURIES

564. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 210–219, and 530–545 of this Amended Complaint.

565. As a direct and proximate result of the public nuisance created by Chevron and others with whom it acted in concert, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 119
PLAINTIFF FREEMON SCHMIDT
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

566. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 220–241, and 530–545 of this Amended Complaint.

567. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by Chevron and others with whom it acted in concert, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 120
PLAINTIFF FREEMON SCHMIDT
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

568. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 242–246, and 530–545 of this Amended Complaint.

569. As a direct and proximate result of the breaches of the implied warranty of merchantability by Chevron and others with whom it acted in concert, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 121
PLAINTIFF FREEMON SCHMIDT
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES

570. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 191–196, and 530–545 of this Amended Complaint.

571. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 122
PLAINTIFF FREEMON SCHMIDT
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

572. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 197–203, and 530–545 of this Amended Complaint.

573. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 123
PLAINTIFF FREEMON SCHMIDT
DEFENDANT GROWMARK INC.
NEGLIGENCE
PERSONAL INJURIES**

574. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 204–209, and 530–545 of this Amended Complaint.

575. As a direct and proximate result of the negligence of GROWMARK and its corporate predecessor, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 124
PLAINTIFF FREEMON SCHMIDT
DEFENDANT GROWMARK INC.
PUBLIC NUISANCE
PERSONAL INJURIES

576. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 210–219, and 530–545 of this Amended Complaint.

577. As a direct and proximate result of the public nuisance created by GROWMARK and its corporate predecessor, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 125
PLAINTIFF FREEMON SCHMIDT
DEFENDANT GROWMARK INC.
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

578. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 220–241, and 530–545 of this Amended Complaint.

579. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by GROWMARK and its corporate predecessor, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 126
PLAINTIFF FREEMON SCHMIDT
DEFENDANT GROWMARK INC.
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

580. Plaintiff FREEMON SCHMIDT incorporates in this Count by reference paragraphs 1–190, 242–246, and 530–545 of this Amended Complaint.

581. As a direct and proximate result of the breaches of the implied warranty of merchantability by GROWMARK and its corporate predecessor, Plaintiff FREEMON SCHMIDT developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff FREEMON SCHMIDT prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

H. Plaintiff Betty Schmidt

582. Plaintiff BETTY SCHMIDT is a resident of Madison County, Illinois and the wife of Plaintiff FREEMON SCHMIDT.

COUNT 127
PLAINTIFF BETTY SCHMIDT
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – DESIGN DEFECT
LOSS OF SERVICES AND CONSORTIUM

583. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 109 and paragraph 582 of this Amended Complaint.

584. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed, and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 128
PLAINTIFF BETTY SCHMIDT
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – FAILURE TO WARN
LOSS OF SERVICES AND CONSORTIUM

585. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 110 and paragraph 582 of this Amended Complaint.

586. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 129
PLAINTIFF BETTY SCHMIDT
DEFENDANTS SCPLLC AND SAG
NEGLIGENCE
LOSS OF SERVICES AND CONSORTIUM**

587. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 111 and paragraph 582 of this Amended Complaint.

588. As a direct and proximate result of the negligence of SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 130
PLAINTIFF BETTY SCHMIDT
DEFENDANTS SCPLLC AND SAG
PUBLIC NUISANCE
LOSS OF SERVICES AND CONSORTIUM

589. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 112 and paragraph 582 of this Amended Complaint.

590. As a direct and proximate result of the public nuisance created by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 131
PLAINTIFF BETTY SCHMIDT
DEFENDANTS SCPLLC AND SAG
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
LOSS OF SERVICES AND CONSORTIUM

591. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 113 and paragraph 582 of this Amended Complaint.

592. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 132
PLAINTIFF BETTY SCHMIDT
DEFENDANTS SCPLLC AND SAG
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
LOSS OF SERVICES AND CONSORTIUM

593. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 114 and paragraph 582 of this Amended Complaint.

594. As a direct and proximate result of the breaches of the implied warranty of merchantability by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 133
PLAINTIFF BETTY SCHMIDT
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – DESIGN DEFECT
LOSS OF SERVICES AND CONSORTIUM

595. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 115 and paragraph 582 of this Amended Complaint.

596. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 134
PLAINTIFF BETTY SCHMIDT
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – FAILURE TO WARN
LOSS OF SERVICES AND CONSORTIUM

597. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 116 and paragraph 582 of this Amended Complaint.

598. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 135
PLAINTIFF BETTY SCHMIDT
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
NEGLIGENCE
LOSS OF SERVICES AND CONSORTIUM

599. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 117 and paragraph 582 of this Amended Complaint.

600. As a direct and proximate result of the negligence of Chevron and others with whom it acted in concert, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 136
PLAINTIFF BETTY SCHMIDT
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
PUBLIC NUISANCE
LOSS OF SERVICES AND CONSORTIUM

601. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 118 and paragraph 582 of this Amended Complaint.

602. As a direct and proximate result of the public nuisance created by Chevron and others with whom it acted in concert, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 137
PLAINTIFF BETTY SCHMIDT
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
LOSS OF SERVICES AND CONSORTIUM

603. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 119 and paragraph 582 of this Amended Complaint.

604. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by Chevron and others with whom it acted in concert, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 138
PLAINTIFF BETTY SCHMIDT
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
LOSS OF SERVICES AND CONSORTIUM

605. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 120 and paragraph 582 of this Amended Complaint.

606. As a direct and proximate result of the breaches of the implied warranty of merchantability by Chevron and others with whom it acted in concert, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 139
PLAINTIFF BETTY SCHMIDT
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – DESIGN DEFECT
LOSS OF SERVICES AND CONSORTIUM

607. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 121 and paragraph 582 of this Amended Complaint.

608. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 140
PLAINTIFF BETTY SCHMIDT
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – FAILURE TO WARN
LOSS OF SERVICES AND CONSORTIUM

609. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 122 and paragraph 582 of this Amended Complaint.

610. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 141
PLAINTIFF BETTY SCHMIDT
DEFENDANT GROWMARK INC.
NEGLIGENCE
LOSS OF SERVICES AND CONSORTIUM**

611. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 123 and paragraph 582 of this Amended Complaint.

612. As a direct and proximate result of the negligence of GROWMARK and its corporate predecessor, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 142
PLAINTIFF BETTY SCHMIDT
DEFENDANT GROWMARK INC.
PUBLIC NUISANCE
LOSS OF SERVICES AND CONSORTIUM

613. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 124 and paragraph 582 of this Amended Complaint.

614. As a direct and proximate result of the public nuisance created by GROWMARK and its corporate predecessor, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 143
PLAINTIFF BETTY SCHMIDT
DEFENDANT GROWMARK INC.
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
LOSS OF SERVICES AND CONSORTIUM

615. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 125 and paragraph 582 of this Amended Complaint.

616. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by GROWMARK and its corporate predecessor,

Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 144
PLAINTIFF BETTY SCHMIDT
DEFENDANT GROWMARK INC.
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
LOSS OF SERVICES AND CONSORTIUM

617. Plaintiff BETTY SCHMIDT incorporates in this Count by reference all of Count 126 and paragraph 582 of this Amended Complaint..

618. As a direct and proximate result of the breaches of the implied warranty of merchantability by GROWMARK and its corporate predecessor, Plaintiff BETTY SCHMIDT 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.

WHEREFORE, Plaintiff BETTY SCHMIDT prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

I. Plaintiff James Hemker

619. Plaintiff JAMES HEMKER was born in 1952 and resides in Clinton County, Illinois.

620. Plaintiff JAMES HEMKER helped his father and brother farm soybeans, alfalfa, corn, and wheat in Clinton County from the late 1960s through the late 1970s or 1980, and was nearby when paraquat was sprayed and in fields after paraquat was sprayed about four times a year.

621. Plaintiff JAMES HEMKER mixed, loaded, and used a spreader truck to spray paraquat for farmers in Clinton County and Bond County while employed by Standard Oil of Indiana/Amoco from 1972 through 1976, doing this work almost every day between June and August and less frequently in May.

622. From the late 1960s through the late 1970s or 1980, Plaintiff JAMES HEMKER was repeatedly exposed to and inhaled, ingested, and absorbed paraquat while he was mixing, loading, and spraying it and while he was in fields after it was sprayed.

623. Plaintiff JAMES HEMKER was diagnosed with PD in 2005 at age 53.

624. Plaintiff JAMES HEMKER neither knew nor had any reason to know that paraquat caused or contributed to cause his PD until November 5, 2015.

625. The paraquat to which Plaintiff JAMES HEMKER was exposed included paraquat sold under the brand name GRAMOXONE®.

626. The paraquat to which Plaintiff JAMES HEMKER was exposed included paraquat purchased by Plaintiff JAMES HEMKER and his father and brother.

627. The paraquat to which Plaintiff JAMES HEMKER was exposed was sold and used in Illinois, and was manufactured, distributed, and sold by one or more of the Defendants and their corporate predecessors and others with whom they acted in concert intending or expecting that it would be sold and used in Illinois.

628. Plaintiff JAMES HEMKER was exposed to paraquat manufactured, distributed, and sold at different times as to each Defendant, its corporate predecessors, and others with whom they acted in concert, and not necessarily throughout the entire period of his exposure as to any particular Defendant, its corporate predecessors, and others with whom they acted in concert.

629. Plaintiff JAMES HEMKER was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by SCPLLC, its corporate predecessors, and others with whom they acted in concert, including Chevron, intending or expecting that it would be sold and used in Illinois.

630. Plaintiff JAMES HEMKER was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by SAG, its corporate predecessors, and others with whom they acted in concert, including Chevron, intending or expecting that it would be sold and used in Illinois.

631. Plaintiff JAMES HEMKER was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by Chevron, acting in concert with ICI and ICI Americas, intending or expecting that it would be sold and used in Illinois.

632. Plaintiff JAMES HEMKER was exposed to paraquat that was distributed and sold by GROWMARK and its corporate predecessor.

633. When Plaintiff JAMES HEMKER was exposed to paraquat, he neither knew nor could have expected that paraquat was neurotoxic or that exposure to it could cause any neurological injury or neurodegenerative disease.

634. When Plaintiff JAMES HEMKER was exposed to paraquat, he neither knew nor could have expected that wearing gloves, a mask, or other personal protective equipment or taking any other precautions might have prevented or reduced the risk of a neurological injury or neurodegenerative disease caused by exposure to paraquat.

**COUNT 145
PLAINTIFF JAMES HEMKER
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES**

635. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 191–196, and 619–634 of this Amended Complaint.

636. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed, and sold by SCPLLC,

SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 146
PLAINTIFF JAMES HEMKER
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

637. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 197–203, and 619–634 of this Amended Complaint.

638. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JAMES HEMKER developed PD; has suffered severe and

permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 147
PLAINTIFF JAMES HEMKER
DEFENDANTS SCPLLC AND SAG
NEGLIGENCE
PERSONAL INJURIES**

639. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 204–209, and 619–634 of this Amended Complaint.

640. As a direct and proximate result of the negligence of SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life;

has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 148
PLAINTIFF JAMES HEMKER
DEFENDANTS SCPLLC AND SAG
PUBLIC NUISANCE
PERSONAL INJURIES**

641. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 210–219, and 619–634 of this Amended Complaint.

642. As a direct and proximate result of the public nuisance created by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 149
PLAINTIFF JAMES HEMKER
DEFENDANTS SCPLLC AND SAG
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

643. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 220–241, and 619–634 of this Amended Complaint.

644. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and

SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 150
PLAINTIFF JAMES HEMKER
DEFENDANTS SCPLLC AND SAG
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

645. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 242–246, and 619–634 of this Amended Complaint.

646. As a direct and proximate result of the breaches of the implied warranty of merchantability by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 151
PLAINTIFF JAMES HEMKER
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES

647. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 191–196, and 619–634 of this Amended Complaint.

648. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 152
PLAINTIFF JAMES HEMKER
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

649. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 197–203, and 619–634 of this Amended Complaint.

650. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 153
PLAINTIFF JAMES HEMKER
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
NEGLIGENCE
PERSONAL INJURIES

651. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 204–209, and 619–634 of this Amended Complaint.

652. As a direct and proximate result of the negligence of Chevron and others with whom it acted in concert, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 154
PLAINTIFF JAMES HEMKER
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
PUBLIC NUISANCE
PERSONAL INJURIES

653. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 210–219, and 619–634 of this Amended Complaint.

654. As a direct and proximate result of the public nuisance created by Chevron and others with whom it acted in concert, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 155
PLAINTIFF JAMES HEMKER
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

655. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 220–241, and 619–634 of this Amended Complaint.

656. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by Chevron and others with whom it acted in concert, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 156
PLAINTIFF JAMES HEMKER
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

657. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 242–246, and 619–634 of this Amended Complaint.

658. As a direct and proximate result of the breaches of the implied warranty of merchantability by Chevron and others with whom it acted in concert, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 157
PLAINTIFF JAMES HEMKER
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES

659. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 191–196, and 619–634 of this Amended Complaint.

660. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 158
PLAINTIFF JAMES HEMKER
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

661. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 197–203, and 619–634 of this Amended Complaint.

662. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 159
PLAINTIFF JAMES HEMKER
DEFENDANT GROWMARK INC.
NEGLIGENCE
PERSONAL INJURIES

663. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 204–209, and 619–634 of this Amended Complaint.

664. As a direct and proximate result of the negligence of GROWMARK and its corporate predecessor, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 160
PLAINTIFF JAMES HEMKER
DEFENDANT GROWMARK INC.
PUBLIC NUISANCE
PERSONAL INJURIES

665. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 210–219, and 619–634 of this Amended Complaint.

666. As a direct and proximate result of the public nuisance created by GROWMARK and its corporate predecessor, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 161
PLAINTIFF JAMES HEMKER
DEFENDANT GROWMARK INC.
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

667. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 220–241, and 619–634 of this Amended Complaint.

668. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by GROWMARK and its corporate predecessor, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 162
PLAINTIFF JAMES HEMKER
DEFENDANT GROWMARK INC.
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

669. Plaintiff JAMES HEMKER incorporates in this Count by reference paragraphs 1–190, 242–246, and 619–634 of this Amended Complaint.

670. As a direct and proximate result of the breaches of the implied warranty of merchantability by GROWMARK and its corporate predecessor, Plaintiff JAMES HEMKER developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff JAMES HEMKER prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

J. Plaintiff Judith Hemker

671. Plaintiff JUDITH HEMKER is a resident of Clinton County, Illinois and the wife of Plaintiff JAMES HEMKER.

COUNT 163
PLAINTIFF JUDITH HEMKER
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – DESIGN DEFECT
LOSS OF SERVICES AND CONSORTIUM

672. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 145 and paragraph 671 of this Amended Complaint.

673. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed, and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 164
PLAINTIFF JUDITH HEMKER
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – FAILURE TO WARN
LOSS OF SERVICES AND CONSORTIUM

674. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 146 and paragraph 671 of this Amended Complaint.

675. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 165
PLAINTIFF JUDITH HEMKER
DEFENDANTS SCPLLC AND SAG
NEGLIGENCE
LOSS OF SERVICES AND CONSORTIUM**

676. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 147 and paragraph 671 of this Amended Complaint.

677. As a direct and proximate result of the negligence of SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 166
PLAINTIFF JUDITH HEMKER
DEFENDANTS SCPLLC AND SAG
PUBLIC NUISANCE
LOSS OF SERVICES AND CONSORTIUM**

678. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 148 and paragraph 671 of this Amended Complaint.

679. As a direct and proximate result of the public nuisance created by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 167
PLAINTIFF JUDITH HEMKER
DEFENDANTS SCPLLC AND SAG
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
LOSS OF SERVICES AND CONSORTIUM

680. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 149 and paragraph 671 of this Amended Complaint.

681. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 168
PLAINTIFF JUDITH HEMKER
DEFENDANTS SCPLLC AND SAG
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
LOSS OF SERVICES AND CONSORTIUM

682. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 150 and paragraph 671 of this Amended Complaint.

683. As a direct and proximate result of the breaches of the implied warranty of merchantability by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 169
PLAINTIFF JUDITH HEMKER
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – DESIGN DEFECT
LOSS OF SERVICES AND CONSORTIUM

684. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 151 and paragraph 671 of this Amended Complaint.

685. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 170
PLAINTIFF JUDITH HEMKER
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – FAILURE TO WARN
LOSS OF SERVICES AND CONSORTIUM

686. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 152 and paragraph 671 of this Amended Complaint.

687. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 171
PLAINTIFF JUDITH HEMKER
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
NEGLIGENCE
LOSS OF SERVICES AND CONSORTIUM

688. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 153 and paragraph 671 of this Amended Complaint.

689. As a direct and proximate result of the negligence of Chevron and others with whom it acted in concert, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 172
PLAINTIFF JUDITH HEMKER
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
PUBLIC NUISANCE
LOSS OF SERVICES AND CONSORTIUM

690. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 154 and paragraph 671 of this Amended Complaint.

691. As a direct and proximate result of the public nuisance created by Chevron and others with whom it acted in concert, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 173
PLAINTIFF JUDITH HEMKER
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
LOSS OF SERVICES AND CONSORTIUM

692. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 155 and paragraph 671 of this Amended Complaint.

693. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by Chevron and others with whom it acted in concert, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 174
PLAINTIFF JUDITH HEMKER
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
LOSS OF SERVICES AND CONSORTIUM

694. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 156 and paragraph 671 of this Amended Complaint.

695. As a direct and proximate result of the breaches of the implied warranty of merchantability by Chevron and others with whom it acted in concert, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 175
PLAINTIFF JUDITH HEMKER
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – DESIGN DEFECT
LOSS OF SERVICES AND CONSORTIUM

696. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 157 and paragraph 671 of this Amended Complaint.

697. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 176
PLAINTIFF JUDITH HEMKER
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – FAILURE TO WARN
LOSS OF SERVICES AND CONSORTIUM**

698. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 158 and paragraph 671 of this Amended Complaint.

699. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 177
PLAINTIFF JUDITH HEMKER
DEFENDANT GROWMARK INC.
NEGLIGENCE
LOSS OF SERVICES AND CONSORTIUM

700. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 159 and paragraph 671 of this Amended Complaint.

701. As a direct and proximate result of the negligence of GROWMARK and its corporate predecessor, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 178
PLAINTIFF JUDITH HEMKER
DEFENDANT GROWMARK INC.
PUBLIC NUISANCE
LOSS OF SERVICES AND CONSORTIUM

702. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 160 and paragraph 671 of this Amended Complaint.

703. As a direct and proximate result of the public nuisance created by GROWMARK and its corporate predecessor, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 179
PLAINTIFF JUDITH HEMKER
DEFENDANT GROWMARK INC.
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
LOSS OF SERVICES AND CONSORTIUM

704. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 161 and paragraph 671 of this Amended Complaint.

705. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by GROWMARK and its corporate predecessor,

Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 180
PLAINTIFF JUDITH HEMKER
DEFENDANT GROWMARK INC.
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
LOSS OF SERVICES AND CONSORTIUM

706. Plaintiff JUDITH HEMKER incorporates in this Count by reference all of Count 162 and paragraph 671 of this Amended Complaint.

707. As a direct and proximate result of the breaches of the implied warranty of merchantability by GROWMARK and its corporate predecessor, Plaintiff JUDITH HEMKER 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.

WHEREFORE, Plaintiff JUDITH HEMKER prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

K. Plaintiff Carroll Rowan

708. Plaintiff CARROLL ROWAN was born in 1928 and resides in St. Clair County, Illinois.

709. Plaintiff CARROLL ROWAN owns about 20 acres of land in St. Clair County where he has kept about 30 fruit trees for more than 50 years.

710. For about 50 years ending about four to six years ago, Plaintiff CARROLL ROWAN used a handheld sprayer about twice a year to control weeds around his fruit trees.

711. Over a period of about 50 years ending about four to six years ago, Plaintiff CARROLL ROWAN was repeatedly exposed to and inhaled, ingested, and absorbed paraquat while he was mixing, loading, and spraying it and while he was in the area after it was sprayed.

712. Plaintiff CARROLL ROWAN was diagnosed with PD in 2005 at age 76.

713. Plaintiff CARROLL ROWAN neither knew nor had any reason to know that paraquat caused or contributed to cause his PD until November 28, 2016.

714. The paraquat to which Plaintiff CARROLL ROWAN was exposed included paraquat sold under the brand name GRAMOXONE®.

715. The paraquat to which Plaintiff CARROLL ROWAN was exposed included paraquat that Plaintiff CARROLL ROWAN purchased from St. Clair FS, Handy Feed & Grain and others.

716. The paraquat to which Plaintiff CARROLL ROWAN was exposed was sold and used in Illinois, and was manufactured, distributed, and sold by one or more of the Defendants and their corporate predecessors and others with whom they acted in concert intending or expecting that it would be sold and used in Illinois.

717. Plaintiff CARROLL ROWAN was exposed to paraquat manufactured, distributed, and sold at different times as to each Defendant, its corporate predecessors, and others with whom they acted in concert, and not necessarily throughout the entire period of his exposure as to any particular Defendant, its corporate predecessors, and others with whom they acted in concert.

718. Plaintiff CARROLL ROWAN was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by SCPLLC, its corporate predecessors, and others with whom they acted in concert, including Chevron, intending or expecting that it would be sold and used in Illinois.

719. Plaintiff CARROLL ROWAN was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by SAG, its corporate predecessors, and others with whom they acted in concert, including Chevron, intending or expecting that it would be sold and used in Illinois.

720. Plaintiff CARROLL ROWAN was exposed to paraquat that was sold and used in Illinois, and was manufactured, distributed, and sold by Chevron, acting in

concert with ICI and ICI Americas, intending or expecting that it would be sold and used in Illinois.

721. Plaintiff CARROLL ROWAN was exposed to paraquat that was distributed and sold by GROWMARK and its corporate predecessor.

722. When Plaintiff CARROLL ROWAN was exposed to paraquat, he neither knew nor could have expected that paraquat was neurotoxic or that exposure to it could cause any neurological injury or neurodegenerative disease.

723. When Plaintiff CARROLL ROWAN was exposed to paraquat, he neither knew nor could have expected that wearing gloves, a mask, or other personal protective equipment or taking any other precautions might have prevented or reduced the risk of a neurological injury or neurodegenerative disease caused by exposure to paraquat.

**COUNT 181
PLAINTIFF CARROLL ROWAN
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES**

724. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 191–196, and 708–723 of this Amended Complaint.

725. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed, and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent

physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 182
PLAINTIFF CARROLL ROWAN
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES**

726. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 197–203, and 708–723 of this Amended Complaint.

727. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so

for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 183
PLAINTIFF CARROLL ROWAN
DEFENDANTS SCPLLC AND SAG
NEGLIGENCE
PERSONAL INJURIES**

728. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 204–209, and 708–723 of this Amended Complaint.

729. As a direct and proximate result of the negligence of SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for

the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 184
PLAINTIFF CARROLL ROWAN
DEFENDANTS SCPLLC AND SAG
PUBLIC NUISANCE
PERSONAL INJURIES**

730. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 210–219, and 708–723 of this Amended Complaint.

731. As a direct and proximate result of the public nuisance created by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 185
PLAINTIFF CARROLL ROWAN
DEFENDANTS SCPLLC AND SAG
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

732. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 220–241, and 708–723 of this Amended Complaint.

733. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC

and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 186
PLAINTIFF CARROLL ROWAN
DEFENDANTS SCPLLC AND SAG
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

734. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 242–246, and 708–723 of this Amended Complaint.

735. As a direct and proximate result of the breaches of the implied warranty of merchantability by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 187
PLAINTIFF CARROLL ROWAN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES

736. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 191–196, and 708–723 of this Amended Complaint.

737. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 188
PLAINTIFF CARROLL ROWAN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

738. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 197–203, and 708–723 of this Amended Complaint.

739. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 189
PLAINTIFF CARROLL ROWAN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
NEGLIGENCE
PERSONAL INJURIES

740. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 204–209, and 708–723 of this Amended Complaint.

741. As a direct and proximate result of the negligence of Chevron and others with whom it acted in concert, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 190
PLAINTIFF CARROLL ROWAN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
PUBLIC NUISANCE
PERSONAL INJURIES

742. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 210–219, and 708–723 of this Amended Complaint.

743. As a direct and proximate result of the public nuisance created by Chevron and others with whom it acted in concert, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 191
PLAINTIFF CARROLL ROWAN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

744. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 220–241, and 708–723 of this Amended Complaint.

745. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by Chevron and others with whom it acted in concert, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 192
PLAINTIFF CARROLL ROWAN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

746. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 242–246, and 708–723 of this Amended Complaint.

747. As a direct and proximate result of the breaches of the implied warranty of merchantability by Chevron and others with whom it acted in concert, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 193
PLAINTIFF CARROLL ROWAN
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – DESIGN DEFECT
PERSONAL INJURIES

748. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 191–196, and 708–723 of this Amended Complaint.

749. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 194
PLAINTIFF CARROLL ROWAN
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – FAILURE TO WARN
PERSONAL INJURIES

750. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 197–203, and 708–723 of this Amended Complaint.

751. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 195
PLAINTIFF CARROLL ROWAN
DEFENDANT GROWMARK INC.
NEGLIGENCE
PERSONAL INJURIES**

752. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 204–209, and 708–723 of this Amended Complaint.

753. As a direct and proximate result of the negligence of GROWMARK and its corporate predecessor, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 196
PLAINTIFF CARROLL ROWAN
DEFENDANT GROWMARK INC.
PUBLIC NUISANCE
PERSONAL INJURIES

754. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 210–219, and 708–723 of this Amended Complaint.

755. As a direct and proximate result of the public nuisance created by GROWMARK and its corporate predecessor, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 197
PLAINTIFF CARROLL ROWAN
DEFENDANT GROWMARK INC.
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
PERSONAL INJURIES

756. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 220–241, and 708–723 of this Amended Complaint.

757. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by GROWMARK and its corporate predecessor, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 198
PLAINTIFF CARROLL ROWAN
DEFENDANT GROWMARK INC.
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
PERSONAL INJURIES

758. Plaintiff CARROLL ROWAN incorporates in this Count by reference paragraphs 1–190, 242–246, and 708–723 of this Amended Complaint.

759. As a direct and proximate result of the breaches of the implied warranty of merchantability by GROWMARK and its corporate predecessor, Plaintiff CARROLL ROWAN developed PD; has suffered severe and permanent physical pain, mental anguish, and disability, and will continue to do so for the remainder of his life; has suffered the loss of a normal life and will continue to do so for the remainder of his life; has lost income that he otherwise would have earned and will continue to do so for the remainder of his life; and has incurred reasonable expenses for necessary medical treatment and will continue to do so for the remainder of his life.

WHEREFORE, Plaintiff CARROLL ROWAN prays that this Court enter judgment in his favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

L. Plaintiff Mary Rowan

760. Plaintiff MARY ROWAN is a resident of St. Clair County, Illinois and the wife of Plaintiff Carroll Rowan.

COUNT 199
PLAINTIFF MARY ROWAN
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – DESIGN DEFECT
LOSS OF SERVICES AND CONSORTIUM

761. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 181 and paragraph 760 of this Amended Complaint.

762. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed, and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 200
PLAINTIFF MARY ROWAN
DEFENDANTS SCPLLC AND SAG
STRICT PRODUCT LIABILITY – FAILURE TO WARN
LOSS OF SERVICES AND CONSORTIUM

763. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 182 and paragraph 760 of this Amended Complaint.

764. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 201
PLAINTIFF MARY ROWAN
DEFENDANTS SCPLLC AND SAG
NEGLIGENCE
LOSS OF SERVICES AND CONSORTIUM**

765. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 183 and paragraph 760 of this Amended Complaint.

766. As a direct and proximate result of the negligence of SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 202
PLAINTIFF MARY ROWAN
DEFENDANTS SCPLLC AND SAG
PUBLIC NUISANCE
LOSS OF SERVICES AND CONSORTIUM**

767. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 184 and paragraph 760 of this Amended Complaint.

768. As a direct and proximate result of the public nuisance created by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 203
PLAINTIFF MARY ROWAN
DEFENDANTS SCPLLC AND SAG
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
LOSS OF SERVICES AND CONSORTIUM

769. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 185 and paragraph 760 of this Amended Complaint.

770. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 204
PLAINTIFF MARY ROWAN
DEFENDANTS SCPLLC AND SAG
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
LOSS OF SERVICES AND CONSORTIUM

771. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 186 and paragraph 760 of this Amended Complaint.

772. As a direct and proximate result of the breaches of the implied warranty of merchantability by SCPLLC, SAG, their corporate predecessors, and others with whom they acted in concert, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendants SYNGENTA CROP PROTECTION LLC and SYNGENTA AG, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 205
PLAINTIFF MARY ROWAN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – DESIGN DEFECT
LOSS OF SERVICES AND CONSORTIUM

773. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 187 and paragraph 760 of this Amended Complaint.

774. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 206
PLAINTIFF MARY ROWAN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
STRICT PRODUCT LIABILITY – FAILURE TO WARN
LOSS OF SERVICES AND CONSORTIUM

775. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 188 and paragraph 760 of this Amended Complaint.

776. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat manufactured, distributed and sold by Chevron and others with whom it acted in concert, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 207
PLAINTIFF MARY ROWAN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
NEGLIGENCE
LOSS OF SERVICES AND CONSORTIUM

777. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 189 and paragraph 760 of this Amended Complaint.

778. As a direct and proximate result of the negligence of Chevron and others with whom it acted in concert, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 208
PLAINTIFF MARY ROWAN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
PUBLIC NUISANCE
LOSS OF SERVICES AND CONSORTIUM

779. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 190 and paragraph 760 of this Amended Complaint.

780. As a direct and proximate result of the public nuisance created by Chevron and others with whom it acted in concert, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 209
PLAINTIFF MARY ROWAN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
LOSS OF SERVICES AND CONSORTIUM

781. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 191 and paragraph 760 of this Amended Complaint.

782. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by Chevron and others with whom it acted in concert, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 210
PLAINTIFF MARY ROWAN
DEFENDANT CHEVRON PHILLIPS CHEMICAL COMPANY LP
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
LOSS OF SERVICES AND CONSORTIUM

783. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 192 and paragraph 760 of this Amended Complaint.

784. As a direct and proximate result of the breaches of the implied warranty of merchantability by Chevron and others with whom it acted in concert, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendant CHEVRON PHILLIPS CHEMICAL COMPANY LP, jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 211
PLAINTIFF MARY ROWAN
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – DESIGN DEFECT
LOSS OF SERVICES AND CONSORTIUM

785. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 193 and paragraph 760 of this Amended Complaint.

786. As a direct and proximate result of the defective and unreasonably dangerous condition of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 212
PLAINTIFF MARY ROWAN
DEFENDANT GROWMARK INC.
STRICT PRODUCT LIABILITY – FAILURE TO WARN
LOSS OF SERVICES AND CONSORTIUM

787. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 194 and paragraph 760 of this Amended Complaint.

788. As a direct and proximate result of the lack of adequate directions for the use of and warnings about the dangers of the paraquat distributed and sold by GROWMARK and its corporate predecessor, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 213
PLAINTIFF MARY ROWAN
DEFENDANT GROWMARK INC.
NEGLIGENCE
LOSS OF SERVICES AND CONSORTIUM**

789. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 195 and paragraph 760 of this Amended Complaint.

790. As a direct and proximate result of the negligence of GROWMARK and its corporate predecessor, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 214
PLAINTIFF MARY ROWAN
DEFENDANT GROWMARK INC.
PUBLIC NUISANCE
LOSS OF SERVICES AND CONSORTIUM**

791. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 196 and paragraph 760 of this Amended Complaint.

792. As a direct and proximate result of the public nuisance created by GROWMARK and its corporate predecessor, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

**COUNT 215
PLAINTIFF MARY ROWAN
DEFENDANT GROWMARK INC.
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT
LOSS OF SERVICES AND CONSORTIUM**

793. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 197 and paragraph 760 of this Amended Complaint.

794. As a direct and proximate result of the violations of the Consumer Fraud and Deceptive Business Practices Act by GROWMARK and its corporate predecessor,

Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

COUNT 216
PLAINTIFF MARY ROWAN
DEFENDANT GROWMARK INC.
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
LOSS OF SERVICES AND CONSORTIUM

795. Plaintiff MARY ROWAN incorporates in this Count by reference all of Count 198 and paragraph 760 of this Amended Complaint.

796. As a direct and proximate result of the breaches of the implied warranty of merchantability by GROWMARK and its corporate predecessor, Plaintiff MARY ROWAN 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.

WHEREFORE, Plaintiff MARY ROWAN prays that this Court enter judgment in her favor and against Defendant GROWMARK INC., jointly and severally, in an amount in excess of \$50,000.00 plus costs of suit, and for such further relief as is just and appropriate in the circumstances.

Respectfully submitted,

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