

In the Matter Of:

Williford v

Syngenta Crop Protection LLC

CHARLES BRECKENRIDGE, PH.D.

January 18, 2023



1 FLORIDA CIRCUIT COURT (Hillsborough County)

2 Allen Williford and)
Lynda Williford,)

3)
Plaintiffs,)

4)

v.) Case No.:

5)

Syngenta Crop Protection LLC,) 21-CA-006219

6 Chevron U.S.A., Inc., and)

Council-Oxford, Inc.,)

7)

Defendants.)

8 -----X

9

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11 VIDEOTAPED DEPOSITION OF

12 CHARLES BRECKENRIDGE, PH.D.

13 Wednesday, January 18, 2023; 7:31 a.m. EST

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19 Reported by: Cindy L. Sebo, RMR, CRR, RPR, CSR,
CCR, CLR, RSA, California Shorthand Reporter #14409,

20 NJ CCR #30XI00244600, NJ CRT #30XR00019500, NYRCR,
NYACR, Remote Counsel Reporter, LiveDeposition

21 Authorized Reporter

22 Job No. 2022-877336

1 team?

2 A. I don't remember the specific

3 individual.

4 Q. Do you recall any conversations
5 with respect to you being added to the paraquat
6 science team?

7 A. No, I don't.

8 Q. Do you recall what the goals of the
9 paraquat science team were at that time?

10 A. The team was forming and didn't
11 have goals. It made its own goals later.

12 Q. Who made the own goals later?

13 A. The team.

14 Q. Who was on that team?

15 A. I can't recall all the names. I
16 can give you some of them, if you wish.

17 Q. Whoever you remember.

18 A. Lewis Smith was the head of the
19 team; Kim Travis; Andy Cook; Phil Botham; myself;
20 Nick Sturgess.

21 There were regulatory
22 representatives -- changed over time.

1 Kirsten Nevis was, I think, in the end.

2 Those are names I remember.

3 Q. Do you understand that paraquat
4 came on the market in the United States in 1965?

5 A. It was before my time. I don't
6 know the specific date when it came on the
7 market.

8 Q. Is it fair to say that by the time
9 you started working on paraquat, the product had
10 already been on the market in the United States
11 for a long period of time?

12 A. Yes, it is fair to say.

13 Q. Were you aware of allegations
14 linking paraquat and Parkinson's disease prior to
15 being appointed to the paraquat science team?

16 A. No.

17 Q. Were you informed of allegations
18 linking paraquat and Parkinson's disease at the
19 time that you were added to the paraquat science
20 team?

21 A. I don't recall if I was informed or
22 not.

Page

1 Q. Do you know how much money Syngenta
2 has paid Dr. Mandel over the years?

3 A. No, I don't.

4 MR. DICKENS: Go ahead and mark
5 Exhibit 13 for the record, please.

6 --oOo--

7 (CB Deposition Exhibit Number 13,
8 Letter of Agreement, Bates stamped
9 SYNG-PQ-01058471_R through
10 SYNG-PQ-01058474_R, marked for
11 identification, as of this date.)

12 --oOo--

13 MR. HOLMSTEAD: Thanks.

14 THE WITNESS: Thank you.

15 CERTIFIED STENOGRAPHER: Yes.

16 (Whereupon, the witness reviews the
17 material provided.)

18 THE WITNESS: All right.

19 BY MR. DICKENS:

20 Q. I handed you a document from your
21 custodial file, Dr. Breckenridge, dated
22 July 16th, 2009 --

Page

1 A. Right.

2 Q. -- a letter of agreement for

3 Dr. Mandel.

4 Do you see that?

5 A. Yes -- yes, I do.

6 Q. And this is an agreement between

7 Syngenta and Jack Mandel to conduct the

8 Parkinson's disease risk factors paper, right?

9 A. That's correct.

10 Q. And the document specifically

11 states Syngenta's desires to retain Jack Mandel

12 as a consultant under the following terms and

13 conditions.

14 Right?

15 A. Yes, sir.

16 Q. And your understanding is that this

17 is the -- the sole agreement that -- that governs

18 the funding and production of the risk factors

19 paper?

20 A. Yes, I do believe that.

21 Q. And under the agreement, Dr. Mandel

22 may retain the service of subcontractors, right?

Page

1 A. That's correct.

2 Q. And then it lists the

3 subcontractors who would be retained for the risk

4 factors paper, right?

5 A. Yes, sir.

6 Q. And that includes the four wise men

7 as well as a Dr. Karin Wirdefeldt?

8 A. Yes, sir.

9 Q. And those were the authors, in

10 addition to Dr. Mandel, of the risk factors

11 paper?

12 A. That's correct, I believe.

13 Q. And under that agreement, the only

14 contract between Syngenta and any of the authors

15 would have been through Dr. Mandel?

16 A. That's correct.

17 Q. Dr. Mandel would have been the

18 individual, then, who paid the other individual

19 authors for their work through the study?

20 A. That's what it says.

21 Q. The contract has a -- a -- a

22 payment amount of \$160,000.

Page

1 Do you see that?

2 A. I do see it. Let's see where I --

3 Q. Number 3 on Page 1.

4 A. Okay. Thank you.

5 Yes.

6 Q. And is it your understanding

7 that -- well, strike that.

8 Do you know whether or not more
9 money was paid to Dr. Mandel than the initial
10 \$160,000 included in this agreement?

11 A. I don't believe there was.

12 Q. And you don't know, as you sit here
13 today, whether or not Dr. Mandel would have
14 received additional compensation for consulting
15 on any other epidemiology matters related to
16 paraquat and Parkinson's disease outside of this
17 agreement?

18 A. Prior to this agreement, clearly,
19 he had worked for us via Exponent. After the
20 agreement, I don't remember what else was done
21 with Mandel, off the top of my head. There could
22 be more. I don't know.

Page

1 Q. And understanding that he worked
2 for you, do you know, as you sit here today,
3 whether or not he was paid for any time
4 consulting for Syngenta on behalf of paraquat and
5 Parkinson's disease, outside of this agreement?

6 A. Yes. You saw that he attended a
7 meeting in Boston -- or in Atlanta. He would
8 have been paid for those services.

9 Q. Would there have been a separate
10 agreement with respect to that?

11 A. I don't know how the mechanics of
12 that would work.

13 Q. Turn to Page 2, Number 5 on the
14 top.

15 A. Okay.

16 Q. The second sentence, Either party
17 may terminate this agreement upon two weeks'
18 written notice to the other, according to
19 Paragraph 16 herein --

20 A. Right.

21 Q. -- Syngenta may, in its sole
22 discretion, terminate this agreement immediately

Page

1 if the services provided or the progress of the
2 work hereunder is unsatisfactory to Syngenta.

3 Do you see that?

4 A. Yes, I do.

5 Q. And that was a provision
6 specifically written into the agreement with
7 Dr. Mandel, correct?

8 A. Yes, it was.

9 Q. And that differs from what was
10 suggested by Dr. Checkoway as to him having the
11 authority to publish a manuscript regardless,
12 right?

13 A. I don't know if it's in
14 disagreement.

15 Checkoway would have had to
16 complete a document like this had he entered a
17 contract with Syngenta. This was pro forma
18 language that Syngenta used in all their
19 contracts, I believe.

20 Q. Okay. And this contract -- this is
21 the governing document with respect to the
22 paraquat part -- risk factors paper, right?

Page

1 A. It is.

2 It's not a paraquat risk factors

3 paper; it's a Parkinson's disease risk factor

4 paper --

5 Q. Thank you --

6 A. -- I will correct you.

7 Q. -- that's true. I appreciate that.

8 And by this time this agreement was

9 entered into, both Syngenta and Dr. Mandel had an

10 understanding as to the scope of what would be

11 included in the risk factors paper, right?

12 MR. HOLMSTEAD: Objection: form;

13 foundation.

14 THE WITNESS: I don't know what

15 Syngenta understood.

16 Clearly, the task was discussed

17 with Mandel at that meeting, and he got to

18 appreciate what we meant by a risk factors

19 paper on Parkinson's disease. But no great

20 detailed outline of what we were expecting

21 was provided, I don't believe.

22 That's their ken; they're experts

Page

1 in epidemiology. They know what risk
2 factors are. They know what the disease
3 is.

4 And Wirdefeldt was a person who
5 did her Ph.D. under Adami on this topic, so
6 she knew the area very well.

7 BY MR. DICKENS:

8 Q. Okay. So there wasn't any detailed
9 document written by the authors kind of laying
10 out, detail by detail, what they were going to
11 do?

12 A. I don't believe there was. I don't
13 recall ever receiving such a document.

14 But who knows? I could be
15 misremembering.

16 Q. Slightly out of order, but I'm
17 going to hand you Exhibit 14.

18 MR. HOLMSTEAD: Thanks.

19 --oOo--

20 (CB Deposition Exhibit Number 14,

21 E-mail string, Bates stamped

22 SYNG-PQT-ATR-17894317, marked for

Page
identification, as of this date.)

--oOo--

THE WITNESS: Thank you.

(Whereupon, the witness reviews the
material provided.)

BY MR. DICKENS:

Q. Are you all set, Doctor?

A. I'm still reading some details
here.

(Whereupon, the witness continues
to review the material provided.)

THE WITNESS: All right.

BY MR. DICKENS:

Q. So now, e-mail on the top is from
you to an Alan Nadel; is that right?

A. I'm a bit confused by this first
e-mail because it starts out with a -- a
discussion with Harvey, and so I don't understand
how it's to Alan Nadel, when actually, I'm
addressing Harvey Checkoway.

Q. Okay. The date of this e-mail is
June 11th, 2008, right?

Page

1 A. Yes.

2 Q. Okay. Now, who is Alan Nadel?

3 A. He's a lawyer for Syngenta.

4 Q. Okay. And the e-mail is -- what

5 appears to be a -- an e-mail or, draft e-mail to

6 Harvey Checkoway, correct?

7 A. I don't know. That's where I'm

8 confused.

9 Q. Okay.

10 A. So I'm writing to Alan and I'm

11 talking to Harvey. So I don't know the

12 circumstances of how that happened.

13 Q. In part of your role with Syngenta,

14 would you have to seek approval of e-mails to

15 outside consultants from legal counsel?

16 A. I wouldn't have to do anything.

17 Q. Would you be recommended to check

18 with legal counsel prior to sending any e-mails

19 outside of the organization?

20 A. No.

21 Q. Would, from time to time, you check

22 with Alan Nadel on the content of e-mails that

Page

1 you would send?

2 A. If I thought it was important, I
3 would.

4 Q. So is it your understanding that
5 this is a draft e-mail you intended to send to
6 Harvey Checkoway in which you were first checking
7 in with legal counsel to make sure it was
8 sufficient, in their eyes?

9 A. I don't under -- I don't remember
10 the circumstances of this communication with
11 Alan Nadel. And I trust the message below is the
12 one that I actually sent.

13 Is that -- is that your
14 understanding?

15 Q. So you do believe that you did
16 correspond with Harvey Checkoway, right?

17 A. In the second e-mail, it indicates
18 I had.

19 Q. Okay. And part of that
20 communication was to notify him that you would --
21 that a formal relationship would be entered
22 between Syngenta and the core group in order to

Page

1 run the risk factors paper?

2 A. Let me read that again.

3 Where do you see that?

4 Q. So in the sentence beginning, As

5 you heard at the meeting, we're setting up a

6 formal relationship with the core team.

7 A. Where -- where is this? In the

8 first part --

9 Q. First -- yeah --

10 A. -- first block?

11 Q. -- the first section.

12 A. See, that's where I'm confused. I

13 don't know if that information in the first part

14 was actually sent to Harvey. All I see -- oh,

15 no. That's from Checkoway. So honestly, I don't

16 know what was sent to Harvey, because I don't

17 have the proper e-mail in my hand here.

18 Q. Okay. And so you don't recall

19 whether or not legal counsel -- or you would have

20 sent an e-mail to legal counsel prior to sending

21 something to Harvey Checkoway?

22 A. Well, this implies that I did.

Page

1 This first block of e-mails implies that I sent
2 something to Alan Nadel.

3 What I am not getting is where is
4 the e-mail that I actually sent to
5 Harvey Checkoway after this interaction, and I
6 don't see it.

7 Q. Yeah. I don't see it either,
8 Doctor.

9 Okay. So you don't know one way or
10 another whether that e-mail was sent?

11 A. I don't know. I -- I do believe,
12 though, at that Boston meeting, one of our
13 conclusions was that Harvey Checkoway wouldn't be
14 part of the risk factors team.

15 Q. Okay. But at least this e-mail,
16 after that meeting, suggests We believe it's
17 necessary for the core team to participate in the
18 writing/reviewing of the paper with you, Jim and
19 Jessica Lundin and be included as authors of the
20 paper.

21 Correct?

22 A. I don't know if that was actually

Page

1 sent to anybody. And I don't even know who -- at
2 this point in time, who these other two
3 individuals are -- what was it? Jennifer? Where
4 did you read that -- Jessica Lundin, Jim.

5 I don't know who those people are
6 off the top of my head.

7 Jim might be Jim Maraganore.

8 I don't know who the heck
9 Jessica Lundin is, at this point, so --

10 Q. Okay. We --

11 A. -- I can't inform you as to what
12 was finally sent to Harvey.

13 Q. Okay. We can move on.

14 I said I went out a little order.

15 So I want to go back to the agreement with
16 Jack Mandel now, and -- and, specifically, we'll
17 hand you Exhibit --

18 A. Okay. So I don't have to go back
19 to that?

20 Q. -- 15.

21 No, we didn't pull the agreement
22 up.

Page

1 A. Okay.

2 --oOo--

3 (CB Deposition Exhibit Number 15,

4 E-mail string, Bates stamped

5 SYNG-PQ-27579042 through

6 SYNG-PQ-27579043, marked for

7 identification, as of this date.)

8 --oOo--

9 BY MR. DICKENS:

10 Q. I've handed you what's been marked

11 as CB Exhibit 15.

12 A. Okay. Let's see the date.

13 June 9th, 2009.

14 (Whereupon, the witness reviews the

15 material provided.)

16 THE WITNESS: All right.

17 BY MR. DICKENS:

18 Q. Okay. At the very bottom of the

19 e-mail is an -- or very bottom, Page 1, is an

20 e-mail from a Katherine Dixon to you, PO Change

21 Order Requests.

22 Do you see that?

Page

1 A. Yes, sir.

2 Q. All right. And that's June 9th,
3 2009.

4 What is a "PO"?

5 A. Purchase order.

6 Q. And the purchase order being
7 referred to here is Paraquat Consultation, right?

8 A. That's right.

9 Q. And there's a task number?

10 A. Yes, that's an internal tracking
11 number for a specific purchase order.

12 Q. And, specifically, the purchase
13 order is with respect to, on the end of Page 1,
14 beginning of Page 2, payments for consultation
15 from two of the members of the core -- of the
16 core team, right?

17 A. Right.

18 Q. Okay. And those would have been on
19 consultation specific to paraquat and Parkinson's
20 disease?

21 A. If she's assigned them correctly.
22 Because, you know, these gentlemen were also

Page

1 assisting us on atrazine, so I can't verify today
2 whether or not she has assigned these bills to
3 the correct task.

4 Q. Okay. And then the -- the e-mail
5 you write back to Ms. Dixon on June 9th
6 references, Future invoices should come via the
7 contract with Jack Mandel. Mandel's PO will be
8 in excess of 200,000 and will cover these types
9 of invoices.

10 A. Okay. Where are you reading that,
11 please?

12 Q. It is the second e-mail from the
13 bottom of Page 1.

14 A. I don't see that language.

15 Okay. PO --

16 Q. Yeah, on Page 1.

17 A. Okay. And --

18 Q. There we go. Yeah. The second --

19 A. This is -- this is Katherine
20 talking to me, right?

21 Q. I'm -- yeah, and I'm specifically
22 asking about the -- the e-mail right before her

Page

1 e-mail, which is from you to her on June 9th,

2 2009, so it's on that bottom of the Page 1.

3 A. I'm missing that. I don't see an

4 e-mail from me to her.

5 Let's see. Charles -- no, I don't.

6 Q. It begins, Future invoices should

7 come.

8 A. Maybe you better show me your

9 document.

10 Q. Yeah. On the first page, right

11 there (indicating).

12 A. Oh, okay.

13 Okay.

14 Q. So it mentions that future

15 invoices -- and that would be future invoices of

16 the core team, right?

17 A. I believe those invoices.

18 So let me clarify. I believe this

19 discussion, discourse, here is for those

20 gentlemen attending the Boston meeting, is their

21 charges for the Boston meeting -- that's what I'm

22 interpreting this to be -- and that going

Page

1 forward, they're not going to invoice us at all;
2 they're going to invoice -- or Jack Mandel is
3 going to pay them and all -- they will be
4 subsumed under the contract we had with
5 Jack Mandel for the risk paper.

6 Q. Okay. So these invoices -- they
7 would have been paid because they were paraquat
8 consultation, but anything in the future would be
9 through that contract we looked at with
10 Jack Mandel?

11 A. For this limited project that we're
12 discussing.

13 Q. Okay. And this limited project --
14 it references Mandel's PO will be in excess of
15 roughly 200,000.

16 Was there a separate PO for
17 Jack Mandel outside of the agreement?

18 A. I don't know why I said 200,000 if
19 the contract for the risk factors paper was
20 160,000. So I don't know the basis of why I said
21 200 versus it should have been stated exactly as
22 160,000, if, in fact, we're discussing just that.

Page

1 So I -- I don't know what that discrepancy is due
2 to.

3 Q. So the purchase order that you
4 reference in that e-mail -- that's with
5 respect -- what you're referencing there is the
6 agreement between Syngenta and Mandel for the
7 risk factors paper?

8 A. I believe so; but, again, you know,
9 without seeing the specific task number to have
10 it itemized exactly what it is for, I -- I'm just
11 guessing.

12 Q. So there would be an agreement, and
13 then when the invoices would come in, those would
14 be processed through a separate purchase order
15 revolving [sic] the risk factors?

16 A. If it was -- well, I'm sorry.

17 You've misstated that.

18 We had a contract here that allowed
19 for \$160,000 to be paid to Jack Mandel for the
20 risk factors paper. That would have been
21 assigned a PO number and a task number, and those
22 invoices, such as defined in the contract -- I

Page

1 think there was 54,000 up-front, and so on and so
2 on -- would have come to Syngenta, and they would
3 have been paid under that purchase order.

4 So I don't know why I said 200,000
5 here for -- in exceedance of 200,000 for Mandel.

6 Q. That's fine.

7 Why don't we look at --

8 A. Okay.

9 Q. -- Exhibit 16?

10 --oOo--

11 (CB Deposition Exhibit Number 16,
12 E-mail string, Bates stamped
13 SYNG-PQ-06734565 through
14 SYNG-PQ-06734567, marked for
15 identification, as of this date.)

16 --oOo--

17 THE WITNESS: Okay.

18 2011. All right.

19 (Whereupon, the witness reviews the
20 material provided.)

21 THE WITNESS: All right. I'm
22 ready.

Page

1 BY MR. DICKENS:

2 Q. All right. Turn to the -- the last
3 page. There's an invoice dated May 27, 2011 from
4 Exponent.

5 Do you see that?

6 A. Yes. Yes, sir.

7 Q. And it says, Paraquat and
8 Parkinson's Disease, Professional Services
9 through April 29th, 2011.

10 A. Yes, sir.

11 Q. The total of that invoice was
12 \$105,000.

13 Do you see that?

14 A. Yes, sir.

15 Q. Now, on Page 2 of this e-mail, the
16 page right before there -- actually, it begins on
17 the very bottom of Page 1.

18 A. Yes, sir.

19 Q. It's an e-mail from you to
20 Katherine Dixon again, June 30th, 2011, Exponent
21 invoice.

22 Do you see that?

Page

1 A. Yes, sir.

2 Q. On the second page, it has a
3 product -- or a project description and it lists
4 the name of the risk factors paper, right?

5 A. It lists the name, but it has a
6 different title, if you'll read the details.

7 Q. Okay. And different title as to
8 the risk factors paper that was eventually --

9 A. No --

10 Q. -- published?

11 A. -- no.

12 It is a different project
13 altogether. It's the review of the Tanner
14 publication, this particular project.

15 Q. Okay. And so the agreement, then,
16 to review the Tanner publication -- that would
17 have been through an agreement with Exponent?

18 A. That is correct.

19 Q. And this agreement with Exponent
20 would have been specific to -- well, strike that.

21 Mandel was at Exponent at this
22 point in time?

Page

1 A. It appears that he was, since
2 they're billing us for his services.

3 Q. All right. And would there have
4 been a separate agreement entered into between
5 Syngenta and Exponent for the work on responding
6 to Tanner?

7 A. It was normal practice, I believe,
8 in purchasing to issue purchase orders for
9 specific projects. But there could be a general
10 one that it would fall under an umbrella. I
11 don't know exactly how they did it. But it -- it
12 would have been assigned a specific task number
13 and a specific purchase order number so the
14 management -- or the financial people at Exponent
15 could properly invoice us for the work.

16 Q. Okay. And had Ex- -- Syngenta
17 entered into agreements or purchase orders with
18 Exponent on paraquat prior to their involvement
19 in this Tanner study?

20 MR. HOLMSTEAD: Objection: form;
21 foundation.

22 THE WITNESS: I don't know. I

Page

1 can't remember all these temporalities and
2 details that you're asking about.

3 BY MR. DICKENS:

4 Q. Do you know when Mandel and the
5 other coauthors began working on a response to
6 Tanner in which these invoices were posted?

7 A. Okay. So if you read this
8 document, I'm authorizing payment of the invoice,
9 and I say I believe that the project is mostly
10 completed as of the date that I said you can go
11 ahead and pay this invoice. So as of that date,
12 they had mostly completed that particular
13 project.

14 Q. Okay. And on the e-mail directly
15 above what we had just looked at on Page 1, it
16 lists a -- a Start Date: January 1, 2011; Finish
17 Date: September 15th, 2011.

18 Do you see that?

19 A. Okay. Where's this?

20 From Dixon?

21 Q. That's correct.

22 A. [as read] Start Date: January 1.

Page

1 I see that.

2 Now I'm going to read exactly the
3 date of this purchase order, or invoice.

4 2011 April.

5 So they're in the window, and it
6 appears that they're sending us an invoice
7 halfway through that -- that -- that nine-month
8 period and start/finish date. And I'm saying, I
9 think they're mostly done; go ahead and pay.

10 I believe that's how I interpret
11 this record here.

12 Q. Now, eventually the Parkinson's
13 disease risk paper was published, correct?

14 A. Yes, sir.

15 Q. And pursuant to the terms of the
16 agreement with Mandel, Syngenta did have an
17 opportunity to provide revisions to that
18 manuscript?

19 A. Comments.

20 Q. And those comments were provided by
21 who at Syngenta?

22 A. I believe I was the conduit for any

Page

--oOo--

(CB Deposition Exhibit Number 18,
Paper, Epidemiology and etiology
of Parkinson's disease: a review
of the evidence, Bates stamped
SYNG-PQ-01210381 through
SYNG-PQ-01210438, marked for
identification, as of this date.)

--oOo--

THE WITNESS: Thank you.

Nice paper. Thank you very much.

BY MR. DICKENS:

Q. Do you recognize this document,
sir?

A. I do.

Q. It is a document you have reviewed
in the past?

A. I have.

Q. It is a document -- well, first of
all, this is the Parkinson's disease risk factor
paper we've been discussing?

A. That's correct.

Page

1 Q. The title of which is Epidemiology
2 and etiology of Parkinson's disease: A review of
3 the evidence.

4 Right?

5 A. Yes, sir.

6 Q. And the authors that we've been
7 discussing are listed there?

8 A. Yes, sir.

9 Q. It states it was received
10 September 29th, 2010 and accepted April 5th,
11 2011, right?

12 A. Where do you see that? Accepted?

13 Okay. I do see it.

14 Yes, sir.

15 Q. And I want to turn to -- I want to
16 direct your attention to the very right-hand
17 corner -- it's probably the easiest way to do
18 this -- those numbers on the bottom that are
19 SYNQ-PQ [sic] --

20 A. Right.

21 Q. -- and, specifically, the one
22 ending 421.

Page

1 A. All right.

2 Okay. I'm there.

3 Just let me -- are you going to be

4 very specific, or you want me to read it?

5 Q. I will specifically ask you about

6 the acknowledgments and the conflict of interests

7 that are included in this document.

8 A. Yes, sir.

9 Q. Now, for conflict of interest, it

10 has each of the authors listed here, right?

11 A. Let me just see.

12 MR. HOLMSTEAD: If you'd like to

13 take a moment to review that,

14 Dr. Breckenridge --

15 THE WITNESS: Okay. I'll read the

16 conflict of interest statement, then.

17 (Whereupon, the witness reviews the

18 material provided.)

19 THE WITNESS: I have read it.

20 BY MR. DICKENS:

21 Q. Okay. We can start with

22 Jack Mandel, who's at the very bottom.

Page

1 It says, Jack Mandel received
2 research support for the research described in
3 this article from Syngenta Crop Protection, Inc.
4 He did not receive any other payments or
5 incentives related to the work reported in this
6 article.

7 Do you see that?

8 A. Yes, sir.

9 Q. That's a lie, right? We can agree
10 with that?

11 A. No.

12 Q. Okay. And --

13 A. Say again your question.

14 Q. Yeah.

15 The -- he did not receive any other
16 payments or incentives related to the work
17 reported in this article -- do you agree that
18 that's an accurate statement?

19 A. An accurate statement?

20 Q. Correct.

21 A. What did you first say when you
22 asked me the question?

Page

1 Q. I said, Is that a lie --

2 A. Okay --

3 Q. -- can we agree with that?

4 A. -- and I said it's not a lie; it's

5 the truthful statement.

6 Q. Okay. And in the Acknowledgments,
7 it says the project was supported by a grant from
8 Syngenta Crop Protection, Inc., correct?

9 A. It was a contract, as we have
10 discussed earlier. It's not a grant; it's a
11 contract.

12 Q. Okay. So you agree, then, when it
13 says it was supported by a grant, that's not
14 correct?

15 A. It's an inaccuracy in describing
16 the characteristics in which the thing was
17 funded.

18 Q. Okay. It was indeed a contract
19 that was entered into with a consultant in which
20 money was paid to him to do the research article?

21 A. That's correct.

22 Q. And there's no -- nothing in --

Page

1 within this article which would have indicated
2 that indeed Syngenta had a contract with
3 Jack Mandel or any of the other authors to write
4 this paper?

5 MR. HOLMSTEAD: Object to form.

6 THE WITNESS: I don't know. These
7 are pro forma requirements of the journal,
8 and how it's written is probably driven by
9 what the journal requirements are.

10 You have to make disclosure
11 statements by -- as author of a paper for
12 publication. You have to define your
13 sources of information and payment, and you
14 have to define if they were potential
15 conflicts of interest.

16 And that's what this whole
17 section here is about. And they're
18 fulfilling their obligation to that
19 journal.

20 BY MR. DICKENS:

21 Q. Okay. So is it your understanding
22 that the authors in this paper could not have

Page

1 indicated that the project was done by contract

2 as a consultant for Syngenta Company?

3 A. What's the difference between money

4 transferred as a grant versus money transferred

5 as a contract? I don't see a difference.

6 Q. There's nothing in this article

7 which would have indicated that Syngenta had

8 previously paid each of these authors consulting

9 fees prior to this article being published.

10 MR. HOLMSTEAD: Objection.

11 THE WITNESS: Nobody's asking that

12 question. It's only about this specific

13 article that the journal is asking for

14 information.

15 So a full disclosure of what

16 you've ever done in your life is not a

17 needed requirement of a journal in order to

18 inform how much you got paid for a

19 particular project, who supported it.

20 BY MR. DICKENS:

21 Q. You would agree nothing within this

22 research article and conflict of interests or

Page

1 elsewhere would a reader know that Syngenta had
2 provided revisions and comments to the authors of
3 this study, correct?

4 A. That's stated --

5 MR. HOLMSTEAD: Object to form.

6 CERTIFIED STENOGRAPHER: I'm
7 sorry?

8 THE WITNESS: Excuse me. Did you
9 object?

10 MR. HOLMSTEAD: I said "object to
11 form."

12 THE WITNESS: Okay.

13 I would have to read elsewhere to
14 see whether there's any reference to this
15 overview by Syngenta. I don't believe
16 there's any other statement in this
17 manuscript.

18 Do you want me to take the time
19 to go through that?

20 BY MR. DICKENS:

21 Q. Well, I can represent to you, sir,
22 I have gone through it, and there is no

Page

1 indication of revisions or comments specifically

2 by Syngenta Company.

3 A. Okay. On your word, that's what it

4 says. That's what it is.

5 Q. But, indeed, you did provide

6 revisions and comments, right?

7 A. I don't know the extent to which we

8 did provide. I don't have that information at

9 hand.

10 Q. And what we can agree with is that

11 there was no detailed proposal by the authors

12 that was accepted by Syngenta through a grant,

13 correct?

14 MR. HOLMSTEAD: Object to form.

15 THE WITNESS: I don't know how

16 Syngenta would treat a grant different from

17 a contract, honestly.

18 I imagine a -- a grant is --

19 implies a free transfer of funds with no

20 obligation. A contract implies specific

21 obligations --

22

Page

1 BY MR. DICKENS:

2 Q. Syngenta --

3 A. -- we did not make a grant for this
4 project, as you saw earlier.

5 Q. Okay. Syngenta developed a plan to
6 write this paper and then found the authors
7 willing to do so?

8 MR. HOLMSTEAD: Objection: form;
9 foundation.

10 THE WITNESS: Is that a question?

11 BY MR. DICKENS:

12 Q. Is that right?

13 A. Syngenta conceded a need to
14 understand risk factors for Parkinson's disease.
15 Syngenta identified the best authors to conduct
16 such a review, and it was performed under
17 contract.

18 That's correct.

19 Q. Now, at the time this article was
20 written, Jack Mandel was back with Exponent,
21 correct?

22 A. I believe that's true.

Page

1 Q. You would agree that Exponent

2 serves industry, right?

3 A. I will correct my statement before

4 because I note on the publication Jack Mandel is

5 still listed as being at the University of

6 Toronto.

7 So somewhere in the zone, he

8 transited, okay?

9 Just so we're clear.

10 Q. Yes, sir. Thank you. I appreciate

11 that.

12 We would agree Jack Mandel did

13 receive payments related to his work on the risk

14 factors paper, right?

15 A. Under contract, Jack received a

16 payment invoice for the total contract.

17 And what is unclear to me -- okay.

18 No, it is not unclear.

19 It -- it seems like Jack managed

20 this project as part of his linkage to the

21 university as an independent consultant. And

22 anything that -- it did not flow through Exponent

Page

1 what one would expect an epidemiologist would do
2 with the datasets they had in hand. So it's a
3 judgment about the quality of their assessment.
4 And that's what they're specifically asking for
5 when they want inputs. They don't want to
6 embarrass themselves by publishing something
7 stupid.

8 Q. Now, the finding that Firestone
9 (2010) would have been a low-quality study is
10 consistent with Ellen Chang's initial tiers that
11 we saw earlier, right?

12 A. That's correct.

13 Q. Did you make any note to the fact
14 that Ellen Chang had initially, prior to becoming
15 involved in the meta-analysis, also tiered
16 Firestone as a low-quality study?

17 A. No, I didn't make a note of that.

18 Q. Turn to Page 9 --

19 A. All right.

20 Q. -- and, specifically, at the last
21 paragraph at the bottom, Section 3.5, Response to
22 Charge Question Number 3: Conclusions on the

Page

1 Overall Weight of Evidence.

2 Do you see that?

3 A. Yes, I do.

4 (Whereupon, the witness reviews the
5 material provided.)

6 BY MR. DICKENS:

7 Q. Okay. The second full sentence is
8 -- you said, The categorical --

9 MR. HOLMSTEAD: Dr. Breckenridge,
10 you can review that paragraph, if you'd
11 like.

12 THE WITNESS: Okay. I'll read it
13 when the question comes.

14 It's okay. Go ahead.

15 BY MR. DICKENS:

16 Q. Okay.

17 -- The categorical ranking that EPA
18 assigned to the association between paraquat and
19 Parkinson's disease is understandable, given the
20 framework that they followed.

21 Right?

22 That's what you said in this

Page

1 document, 2019?

2 A. Okay. Let me read the document

3 here, then.

4 (Whereupon, the witness reviews the

5 material provided.)

6 THE WITNESS: Yes, I understand

7 the sentence I wrote.

8 What's the question?

9 BY MR. DICKENS:

10 Q. And you described the rank that was

11 given by the EPA, right, a Category 2 rank?

12 A. I described that, plus I define it

13 as they defined it --

14 Q. Okay.

15 A. -- in the brackets.

16 Q. And that's defined as "limited but

17 insufficient epidemiological evidence to conclude

18 that there is a clear associative or causal

19 relationship between the exposure and the

20 outcome."

21 Right?

22 A. Yes, that's what the definition is.

Page

1 Q. Okay. Now, if we can turn to
2 Page 14, you include a table which details EPA's
3 Weight-of-Evidence Categories.

4 A. Page 14.

5 So these are the -- in the
6 definitions of the categories they had produced,
7 yes.

8 Q. And there's five separate
9 categories for the EPA's weight of evidence with
10 respect to epidemiological evidence of an
11 association, right?

12 A. They have five categories, yes.

13 Q. And the lowest category being
14 Category 5, Sufficient Evidence of No Causal
15 Relationship.

16 Right?

17 A. "High," "low" -- I don't think
18 that's an appropriate term here, but it is the
19 Category 5.

20 Q. And it's a category of the EPA, not
21 something I made up, right?

22 A. Yes, that's correct.

Page

1 Q. Okay. And EPA's Category 4, No
2 epidemiological evidence of an association.

3 Right?

4 A. Yes. And what I -- just a
5 clarification. If there was no epidemiologic
6 data at all, where would it fall?

7 I don't know.

8 Would it be Category 4?

9 Q. Okay. Category 3 is, Insufficient
10 Epidemiological Evidence of an Association.

11 Right?

12 A. That's what it says.

13 Q. Okay. And then the EPA
14 specifically, after reviewing the -- the
15 documents and the published literature, found
16 that paraquat falls into Category 2 with respect
17 to Parkinson's disease, right?

18 A. That's what they're concluding.

19 Q. And it further defines what
20 Category 2 means. It says, There is some
21 confidence that the available evidence accurately
22 reflects a clear association between the exposure

Page

1 and the outcome, but the evidence is limited
2 because the studies are of insufficient quantity,
3 quality, validity or consistency of the study
4 results or because chance, bias and confounding
5 could not be ruled out with confidence.

6 Right?

7 A. That's what it says.

8 Q. So the EPA, in putting this in
9 Category 2, has found that there's at least some
10 confidence that the available evidence accurately
11 reflects a clear association between exposure to
12 paraquat and Parkinson's disease?

13 MR. HOLMSTEAD: Object to form.

14 THE WITNESS: They go on to
15 qualify why it fails to establish that
16 relationship, though, with all those
17 provisions in the subcategories you were so
18 kind to read.

19 BY MR. DICKENS:

20 Q. Okay. But you agree that the EPA
21 has found that there is some confidence that the
22 available evidence accurately reflects a clear