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Attorneys for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Ben Barr,

Plaintiff,

v.

Syngenta AG; Syngenta Crop Protection, LLC;
and Chevron U.S.A. Inc.,

Defendants.

Civil Action No.:

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

Plaintiff Ben Barr (hereinafter referred to as “Plaintiff”), by and through counsel, alleges upon information and belief and complains of Defendants Syngenta AG (“SAG”) and Syngenta Crop Protection, LLC (“SCPLLC”) (together with their predecessors-in-interest, referred to collectively as the “Syngenta Defendants”); Chevron U.S.A. Inc. (together with its predecessors-in-interest, referred to collectively as the “Chevron Defendants”); and Does One through Sixty, and states:

1 **STATEMENT OF THE CASE**

2 1. Plaintiff Ben Barr suffers from Parkinson’s disease caused by his exposure to
3 the herbicide Paraquat.

4 2. Plaintiff Ben Barr is an Arizona resident.

5 3. Defendants are companies that since 1964 have manufactured, distributed,
6 licensed, marketed, and sold Paraquat for use in the United States, including in Arizona.

7 4. Plaintiff brings this action to recover damages for personal injuries resulting
8 from exposure to Paraquat manufactured, distributed, and sold by Defendants.

9 5. Defendants’ tortious conduct, including their negligent acts and omissions in
10 the research, testing, design, manufacture, marketing, and sale of Paraquat, caused
11 Plaintiff’s injuries. At all relevant times, Defendants knew, or in the exercise of reasonable
12 care should have known, that Paraquat was a highly toxic substance that can cause severe
13 neurological injuries and impairment, and should have taken steps in their research,
14 manufacture, and sale of Paraquat to ensure that people would not be harmed by
15 foreseeable uses of Paraquat.

16 **JURISDICTION**

17 6. This Court has jurisdiction over Defendants and this action pursuant to 28
18 U.S.C. § 1332 because there is complete diversity of citizenship between Plaintiff and each
19 Defendant. Indeed, Plaintiff is a resident of Arizona; SPLLC is a Delaware limited liability
20 company with its principal place of business in Greensboro, North Carolina (SPLLC is a
21 wholly-owned subsidiary of Defendant SAG); SAG is a foreign corporation with its
22 principal place of business in Basel, Switzerland; and Chevron U.S.A., Inc. is a
23 Pennsylvania corporation with its principal place of business in San Ramon in Contra
24 Costa County, California. Defendants are all either incorporated and/or have their
25 principal place of business outside of the state in which the Plaintiff resides.

26 7. The amount in controversy between Plaintiff and Defendants exceeds
27 \$75,000, exclusive of interest and cost.

28

VENUE

1
2 8. Venue is proper within the District of Arizona pursuant to 28 U.S.C. § 1391
3 in that Defendants conduct business here and are subject to personal jurisdiction in this
4 district. Furthermore, Defendants sell, market, and/or distribute Paraquat within the
5 District of Arizona. Plaintiff is a resident of this District and seeks ongoing medical care
6 and attention in this District for his Parkinson’s disease caused by exposure to Defendant’s
7 deadly chemical Paraquat.

8 9. This Court has personal jurisdiction over each of the Defendants in this
9 diversity case because a state court of Arizona would have such jurisdiction, in that:

10 a. Over a period of two (Chevron) to six (Syngenta) decades, each Defendant
11 and/or its predecessor(s), together with those with whom they were acting in
12 concert, manufactured Paraquat for use as an active ingredient in Paraquat products,
13 distributed Paraquat to formulators of Paraquat products, formulated Paraquat
14 products, marketed Paraquat products to the Arizona agricultural community,
15 and/or distributed Paraquat products, intending that such products regularly would
16 be, and knowing they regularly were, sold and used in the State of Arizona;

17 b. Plaintiff’s claims against each Defendant arise out of these contacts
18 between the Defendant and/or its predecessor(s), together with those with whom
19 they were acting in concert, within the State of Arizona; and

20 c. These contacts between each Defendant and/or its predecessors, together
21 with those with whom they were acting in concert, and the State of Arizona, were
22 so regular, frequent, and sustained as to provide fair warning that it might be hauled
23 into court there, such that requiring it to defend this action in the State of Arizona
24 does not offend traditional notions of fair play and substantial justice.

PARTIES

25
26 10. The true names or capacities whether individual, corporate, governmental or
27 associate, of the defendants named herein as Doe are unknown to Plaintiff who therefore
28 sues said defendants by such fictitious names. Plaintiff prays leave to amend this

1 Complaint to show their true names and capacities and/or bases for liability when the same
2 have been finally determined.

3 11. Plaintiff is informed and believes, and upon such information and belief
4 alleges, that each of the defendants designated herein as Doe is strictly, negligently, or
5 otherwise legally responsible in some manner for the events and happenings herein
6 referred to, and negligently or otherwise caused injury and damages proximately thereby to
7 Plaintiff as is hereinafter alleged.

8 12. At all times herein mentioned each and every of the Defendants was the
9 agent, servant, employee, joint venturer, alter ego, successor-in-interest, and predecessor-
10 in-interest of each of the other, and each was acting within the course and scope of their
11 agency, service, joint venture, alter ego relationship, employment, and corporate
12 interrelationship.

13 13. U.K. manufacturer Imperial Chemical Industries Ltd. a/k/a Imperial
14 Chemical Industries PLC ("ICI") first introduced Paraquat to world markets in or about
15 1962 under the brand name GRAMOXONE®.

16 14. In or about 1971, ICI created or acquired a wholly owned U.S. subsidiary
17 organized under the laws of the State of Delaware, which was ultimately known as ICI
18 Americas Inc. ("ICI Americas").

19 15. Chevron Chemical Company was a corporation organized under the laws of
20 the State of Delaware.

21 16. Pursuant to distribution and licensing agreements with ICI and ICI
22 Americas, Chevron Chemical Company had exclusive rights to distribute and sell Paraquat
23 in the United States and did in fact manufacture, formulate, distribute, and sell Paraquat in
24 the United States, including in Arizona for use in Arizona, from approximately 1964 until
25 approximately 1986.

26 17. Chevron U.S.A. Inc. is the successor-in-interest to Chevron Chemical
27 Company.

28

1 18. At all relevant times, Chevron Chemical Company acted as the agent of
2 Chevron U.S.A. Inc. in selling and distributing Paraquat in the U.S. At all relevant times,
3 Chevron Chemical Company was acting within the scope of its agency in selling and
4 distributing Paraquat. Chevron U.S.A. Inc. is liable for the acts of its agent.

5 19. From approximately 1964 through approximately 1986, pursuant to
6 distribution and licensing agreements with Chevron Chemical Company, SAG's and/or
7 SCPLLC's predecessors-in-interest, ICI and ICI Americas, and Does One through Sixty
8 manufactured some or all of the Paraquat that Chevron Chemical Company distributed and
9 sold in the United States, including in Arizona for use in Arizona.

10 20. From approximately 1964 through approximately 1986, pursuant to
11 distribution and licensing agreements between and among them, ICI, ICI Americas,
12 Chevron Chemical Company, and Does One through Sixty acted in concert to register,
13 manufacture, formulate, and distribute and sell (through Chevron Chemical Company)
14 Paraquat for use in the U.S., including in Arizona for use in Arizona, and their respective
15 successors-in-interest, SAG, SCPLLC, and Chevron U.S.A. Inc., are jointly liable for the
16 resulting injuries alleged herein.

17 21. After 1986, SCPLLC, Does One through Sixty, and/or their predecessors-in-
18 interest sold and distributed and continue to sell and distribute Paraquat in the United
19 States, including in Arizona for use in Arizona.

20 22. As a result of mergers and corporate restructuring, SAG is the successor-in-
21 interest to ICI.

22 23. As a result of mergers and corporate restructuring, SCPLLC is the
23 successor-in-interest to ICI Americas, Inc.

24 24. Thus, from approximately 1964 through the present, the Syngenta
25 Defendants, Does One through Sixty, or their predecessors-in-interest have manufactured,
26 formulated, distributed, and sold Paraquat for use in the U.S., including in Arizona for use
27 in Arizona.

28

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