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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

TIMOTHY O’CONNOR and CAROLYN
O’CONNOR,

Plaintiffs,

v.

SYNGENTA AG; SYNGENTA CROP
PROTECTION, LLC; CHEVRON U.S.A. INC.;
and DOES 1 through 60 inclusive,

Defendants.

Civil Action No.: 3:21-cv-02495

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

Plaintiffs TIMOTHY AND CAROLYN O’CONNOR (hereinafter, collectively referred to as “Plaintiffs”), by and through counsel Curtis G. Hoke of The Miller Firm, LLC allege 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, states:

STATEMENT OF THE CASE

1. Plaintiff TIMOTHY O’CONNOR suffers from Parkinson’s disease caused by his exposure to the herbicide Paraquat;

2. Plaintiffs TIMOTHY AND CAROLYN O'CONNOR are Connecticut residents.

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

4. Plaintiffs bring this action to recover damages for personal injuries resulting from the injured Plaintiff's exposures to Paraquat manufactured, distributed, and sold by Defendants.

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

JURISDICTION

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

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

VENUE

8. Venue is proper within the Northern District of California pursuant to 28 U.S.C. § 1391 in that Defendants conduct business here and are subject to personal jurisdiction in this district. Furthermore, Defendants sell, market, and/or distribute Paraquat within the Northern District of California. Also, a substantial part of the acts and/or omissions giving rise to these claims occurred within this District. Chevron U.S.A., Inc. is a corporation organized under the

1 laws of the State of Pennsylvania, with its headquarters and principal place of business in San
2 Ramon in Contra Costa County, California.

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

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

12 b. Plaintiffs' claims against each Defendant arise out of these contacts between the
13 Defendant and/or its predecessor(s), together with those with whom they were acting in concert,
14 with the State of California; and

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

20 **INTRADISTRICT ASSIGNMENT**

21 10. This action arises from the actions of Defendants – and, in particular, the actions of
22 Defendant Chevron U.S.A., Inc. Defendant Chevron U.S.A., Inc. is a Pennsylvania corporation
23 with its principal place of business in San Ramon in Contra Costa County, California. Pursuant to
24 Local Rule 3-2(c), this claim may be assigned to either the San Francisco Division or the Oakland
25 Division.

26 **PARTIES**

27 11. The true names or capacities whether individual, corporate, governmental or
28 associate, of the defendants named herein as Doe are unknown to Plaintiffs who therefore sues

1 said defendants by such fictitious names. Plaintiffs pray leave to amend this Complaint to show
2 their true names and capacities and/or bases for liability when the same have been finally
3 determined.

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

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

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

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

18 16. Chevron Chemical Company was a corporation organized under the laws of the
19 State of Delaware.

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

24 18. Chevron U.S.A. Inc. is the successor-in-interest to Chevron Chemical Company.

25 19. At all relevant times, Chevron Chemical Company acted as the agent of Chevron
26 U.S.A. Inc. in selling and distributing Paraquat in the U.S. At all relevant times, Chevron
27 Chemical Company was acting within the scope of its agency in selling and distributing Paraquat.
28 Chevron U.S.A. Inc. is liable for the acts of its agent.

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

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

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

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

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

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

PLAINTIFF'S EXPOSURE TO PARAQUAT

26. At all relevant times, Plaintiff TIMOTHY O'CONNOR was an agricultural laborer and/or farmer who was exposed to Paraquat in the 1980s in California: (1) when it was mixed, loaded, applied, and/or cleaned; (2) 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/or (3) as a result of contact with sprayed plants.



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