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*Attorneys for Plaintiff*

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

PAUL MAJORS,

Plaintiff,

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-2494**

**COMPLAINT FOR DAMAGES**

**DEMAND FOR JURY TRIAL**

Plaintiff PAUL MAJORS (hereinafter referred to as “Plaintiff”), by and through counsel Aimee H. Wagstaff of ANDRUS WAGSTAFF, PC, 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:

**STATEMENT OF THE CASE**

1. Plaintiff PAUL MAJORS suffers from Parkinson’s disease caused by his exposure

1 to the herbicide Paraquat.

2 2. Plaintiff PAUL MAJORS is a Georgia resident.

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

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

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

### 13 JURISDICTION

14 6. This Court has jurisdiction over Defendants and this action pursuant to 28 U.S.C. §  
15 1332 because there is complete diversity of citizenship between Plaintiff and each Defendant.  
16 Indeed, Plaintiff is a resident of Georgia; SPLLC is a Delaware limited liability company with its  
17 principal place of business in Greensboro, North Carolina (SPLLC is a wholly-owned subsidiary  
18 of Defendant SAG); SAG is a foreign corporation with its principal place of business in Basel,  
19 Switzerland; and Chevron U.S.A., Inc. is a Pennsylvania corporation with its principal place of  
20 business in San Ramon in Contra Costa County, California. Defendants are all either incorporated  
21 and/or have their principal place of business outside of the state in which the Plaintiff resides.

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

### 24 VENUE

25 8. Venue is proper within the Northern District of California pursuant to 28 U.S.C. §  
26 1391 in that Defendants conduct business here and are subject to personal jurisdiction in this  
27 district. Furthermore, Defendants sell, market, and/or distribute Paraquat within the Northern  
28 District of California. Also, a substantial part of the acts and/or omissions giving rise to these

1 claims occurred within this District. Chevron U.S.A., Inc. is a corporation organized under the  
2 laws of the State of Pennsylvania, with its headquarters and principal place of business in San  
3 Ramon in Contra Costa County, California.

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

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

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

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

#### 21 **INTRADISTRICT ASSIGNMENT**

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

**PARTIES**

11. The true names or capacities whether individual, corporate, governmental or associate, of the defendants named herein as Doe are unknown to Plaintiff who therefore sues said defendants by such fictitious names. Plaintiff prays leave to amend this Complaint to show their true names and capacities and/or bases for liability when the same have been finally determined.

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

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

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

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

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

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

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

19. At all relevant times, Chevron Chemical Company acted as the agent of Chevron U.S.A. Inc. in selling and distributing Paraquat in the U.S. At all relevant times, Chevron

1 Chemical Company was acting within the scope of its agency in selling and distributing Paraquat.  
2 Chevron U.S.A. Inc. is liable for the acts of its agent.

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

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

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

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

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

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

24  
25 **PLAINTIFF'S EXPOSURE TO PARAQUAT**

26 26. At all relevant times, Plaintiff PAUL MAJORS worked in the agricultural  
27 business—initially working for a certified herbicide applicator and later working as a certified  
28 herbicide applicator—and in this capacity was exposed to Paraquat from approximately 1972 until

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