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STATE OF MINNESOTA | DISTRICT COURT

COUNTY OF HENNEPIN | FOURTH JUDICIAL DISTRICT

Case Type: Civil Other

In re: Syngenta Litigation

Honorable Thomas M. Sipkins

This Document Relates to: ALL ACTIONS

Court File No.: 27- CV-15-3785

SECOND AMENDED MASTER COMPLAINT FOR PRODUCERS AND NON-PRODUCERS (NON-CLASS)

AND JURY DEMAND

Plaintiffs Brekken Farms, Terry Ahlbrecht, Red River Grain Company, and Porter Elevator, Inc. bring this action against Syngenta Seeds, Inc. ("Syngenta Seeds"), Syngenta AG, Syngenta Crop Protection AG ("Crop Protection AG"), Syngenta Corporation ("Syngenta Corp."), Syngenta Crop Protection, LLC ("Crop Protection LLC"), Syngenta Biotechnology, Inc. ("Syngenta Biotech") (collectively "Defendants" or "Syngenta"). The terms "Plaintiffs," "Producers," and "Non-Producers" are used generically to refer to any Producer or Non-Producer who has filed an action that has been or becomes related to this Court File Number 27-CV-15-3785. All Producers and Non-Producers must file an individual Notice to Conform to conform their complaints to the facts alleged herein. Plaintiffs state as follows:

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INTRODUCTION

The Plaintiffs named herein and all those who file a Notice to Conform their actions to this Complaint (collectively "Plaintiffs") consist of thousands of corn "Producers" (U.S. corn growers) and "Non-Producers" (entities that purchased, stored, transported, and/or exported corn grown in the United States). Plaintiffs bring this action against Syngenta, a multibillion-dollar global agribusiness enterprise that develops and sells genetically modified corn seed. Plaintiffs and Syngenta are part of an interconnected industry that demands and expects all market participants to act, at least in part, for the mutual benefit of all others in their interconnected web.

Biotechnology sits at the heart of this industry. It holds great promise but can also cause great harm. Biotechnology companies such as Syngenta must act responsibly when commercializing new products containing genetically modified traits. All industry participants, including Syngenta, understand that irresponsible commercialization of a new genetically modified product can cause major trade disruption and massive harm to both Producers and Non-Producers. That is why industry leaders, including Syngenta, have pledged to all other stakeholders that they will act responsibly in introducing new genetically modified traits.

Syngenta broke that pledge. Starting in 2010, it took unreasonable and irresponsible actions to launch two new products containing genetically modified traits before obtaining approval from China, a key export market. These actions caused the Chinese market to be effectively closed to U.S. corn shipments.

After a period of development, Syngenta petitioned the United States Department of Agriculture ("USDA") in 2007 for deregulation of its Agrisure Viptera® branded corn seed, which contains the genetically modified MIR162 trait. The USDA approved Viptera for sale in 2010. Syngenta recognized that China had not approved MIR162. Syngenta further knew that

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China's approval was important, as a large and growing export market. In fact, Syngenta had recently sought regulatory approval in China, which on average takes two to three years. Syngenta had previously been warned by industry participants not to introduce MIR162 without key export market approval because of the devastating consequences that were likely to occur from premature commercialization. But Syngenta had a limited patent life for this genetic trait. Every year that passed without commercialization resulted in lost monopoly profits for Syngenta.

Syngenta had a choice. It could gamble, or it could wait. Syngenta decided to gamble and immediately brought Viptera to market. Syngenta knew that China would not approve MIR162 until sometime after that trait had entered export channels, which, in turn, created a huge risk that the U.S. corn industry could lose one of their large and growing export markets. Thus, Syngenta knew that Producers and Non-Producers were likely to be adversely impacted by a sudden loss of China as a market for U.S. corn.

From 2011 through 2013, Syngenta was asked by industry participants to stop its aggressive commercialization of Viptera. China's importance as a purchaser of U.S. corn was growing rapidly, and China still had not approved MIR162. Syngenta ignored these pleas. It expanded sales for the 2012 and 2013 growing seasons. By then, Viptera corn had infiltrated the general domestic corn supply.

In 2013, Syngenta's gamble went bust. China did exactly what everyone in the industry, including Syngenta, knew would happen if China found U.S. shipments contaminated with MIR162: China began rejecting entire shipments of corn from the United States. Industry participants reacted in early 2014 by demanding that Syngenta halt commercialization of Viptera, as well as a new product, Agrisure Duracade™. Duracade contained both MIR162 and a new trait called Event 5307, which was also not approved by China and other key export markets. Syngenta

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had petitioned the USDA for deregulation of Duracade in 2011, and approval was granted for that product in 2013. Industry participants raised "grave concerns about the serious economic harm" to those in the industry, including farmers, from the loss of the Chinese market. The National Grain and Feed Association quantified the harm at that time as ranging from $1 billion to $2.9 billion.

Syngenta again ignored the pleas. Instead, it continued to sell Viptera and launched Duracade for the 2014 crop year. These actions prolonged the problem and expanded the economic loss to Producers and Non-Producers. Corn grown by farmers who did not purchase Syngenta's products had become contaminated with the MIR162 and Event 5307 traits through cross-pollination from neighboring fields. In addition, Viptera- and Duracade-grown corn was commingled with other corn in grain elevators and other storage facilities.

During this process, Syngenta actively misled Producers and Non-Producers. For instance, Syngenta represented repeatedly that China would approve MIR162 in March 2012, even though it knew that approval in that time-frame was extremely unlikely. Syngenta also made false representations about the effect of the Chinese market on the global corn market and about measures it would take to prevent genetically-altered crops from contaminating other crops. Syngenta went so far as to represent to the USDA and the public that "there should be no effects on the U.S. maize export market" from deregulation, and that it would impose stewardship and channeling requirements to steer Viptera corn away from unapproved export markets. Syngenta, however, did not follow through in any meaningful way on these commitments. In fact, Syngenta actually increased the risk of contamination and commingling of Viptera. For example, when Bunge North America, Inc. ("Bunge") refused to accept Viptera corn, hoping to minimize the risk of MIR162 contaminating shipments bound for China, Syngenta sued in an attempt to force Bunge to accept its unapproved product.

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Syngenta's actions foreclosed the China market for U.S. corn exports for an extended term and with a lasting, material impact since it reopened. The loss and subsequent restricted growth of this market, which the USDA had predicted to be the largest export market for corn by 2020, has caused enormous harm to Producers and Non-Producers. That harm continues to grow. China approved MIR162 in December 2014; however, it still has not approved Event 5307. U.S. corn exports to China have not yet recovered, and it remains to be seen whether they will ever regain the levels they would have attained if not for the Syngenta trade disruption.

This action seeks compensation for thousands of U.S. corn Producers and Non-Producers, who have suffered substantial losses as a direct result of Syngenta's irresponsible conduct.

I. Jurisdiction and Venue

1. This is a civil case in which the Court has original jurisdiction under the Constitution of the State of Minnesota, Article 6, §3. Plaintiffs do not assert any claims arising under federal law.

2. The Court has personal jurisdiction over defendant Syngenta Seeds, Inc. and all other named defendants because Syngenta Seeds, Inc. maintains its principal place of business in Minnesota, transacts business here, and uses real or personal property situated in Minnesota. Minn. Stat. § 543.19. All other defendants have acted in concert with Syngenta Seeds, Inc. and with one another through agreements or other arrangements to act in a collective manner and/or as a joint venture, and thus have used or possessed real or personal property in Minnesota, have transacted business in Minnesota, and have committed acts outside of Minnesota that have caused injury or property damage in Minnesota.

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3. Venue is proper in Hennepin County under Minn. Stat. §§ 542.01, 542.02, and 542.11. In addition, venue is also proper in each of the other districts in which Plaintiffs have originally filed because Defendants have marketed, sold, or otherwise disseminated, and continue to market, sell, or disseminate Viptera and Duracade corn in each of the other districts.

4. Without waiving their respective rights to request that their claims be transferred back to the court in which they were originally filed, or to the court in which they could have been originally filed before the Order to Change Venue entered on July 7, 2015, Plaintiffs assert that venue is proper in this district pursuant to the Minnesota Supreme Court's orders of May 22, 2015, A15-0758 and A15-0764, appointing this Court and the Honorable Thomas M. Sipkins "to hear and decide all matters, including pretrial and trial proceedings, in the cases currently filed in any Minnesota state district court, or filed in the future in any Minnesota state district court, against Syngenta Corporation, Syngenta Seeds, Inc., or any related Syngenta entities, and asserting claims alleging that Syngenta unlawfully released or launched a genetically modified corn seed."

II. Parties

A. Plaintiffs

5. Producer Plaintiff Brian Austin Brekken d/b/a Brekken Farms is a citizen of Minnesota that owns and/or operates a farm in Goodhue County, Minnesota. Brekken Farms has been engaged in the business of planting, growing, harvesting, and selling corn during times relevant.

6. Producer Plaintiff Terry Ahlbrecht is a citizen of Minnesota who owns and/or operates a farm in Renville County, Minnesota. Plaintiff Ahlbrecht has been engaged in the business of planting, growing, harvesting, and selling corn during times relevant.

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7. Non-Producer Plaintiff Red River Grain Company is a Minnesota corporation with its principal place of business in Wilkin County, Minnesota. Red River Grain Company is in the business of purchasing, storing, and selling grain, including corn.

8. Non-Producer Plaintiff Porter Elevator, Inc. is a Minnesota corporation with its principal place of business in Yellow Medicine County, Minnesota. Porter Elevator is in the business of operating a country grain elevator at which it bought, stored, and sold grain, including corn.

B. Defendants

9. Syngenta Seeds is a Delaware corporation with its principal place of business at 11055 Wayzata Boulevard, Minnetonka, Minnesota 55305-1526. Syngenta Seeds is a direct subsidiary of Syngenta Corporation and described itself in its Complaint filed in *Syngenta Seeds, Inc. v. Bunge North America, Inc.*, No. 5:11-cv-04074-MWB, United States District Court, Northern District of Iowa ("*Syngenta v. Bunge*"), as

> a leading agribusiness company committed to sustainable agriculture through research and technology. Syngenta is, among other things, in the commercial seed business. It develops, produces, and sells, through dealers and distributors or directly to growers, a wide range of agricultural products, including corn and soybean seed exhibiting useful traits that have been developed with the techniques of modern biotechnology. The seed products are then grown and harvested as raw materials for the production of biofuels or grain for livestock feed; or are milled and processed for food products.

Among Syngenta Seeds' products that it has sold are the Viptera and Duracade variety of corn seeds that are at issue here. These seeds express, or contain, genetically-engineered traits that were designed to confer resistance to insects.

10. Syngenta AG is a corporation organized and existing under the laws of Switzerland with its principal place of business at Schwarzwaldallee 215, 4058 Basel-Stadt, Switzerland. Syngenta AG is a publicly-traded company on the Swiss stock exchange. American Depositary

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Receipts for Syngenta AG are traded on the New York Stock Exchange. Syngenta AG was formed in 2000 as a result of the merger of Novartis Agribusiness and Zeneca Agrochemicals and is the only publicly-traded company among the various Syngenta entities named as defendants in this case.

11. Syngenta Corporation is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located at 3411 Silverside Road #100, Wilmington, Delaware 19810-4812. Syngenta Corporation is a subsidiary of Syngenta AG.

12. Crop Protection LLC is a limited liability company organized and operating under the laws of the State of Delaware with its principal place of business located at 410 South Swing Road, Greensboro, North Carolina 27409-2012. Crop Protection LLC is a subsidiary of Syngenta Seeds.

13. Syngenta Biotech is a corporation organized and existing under the laws of the State of Delaware with its principal place of business at P.O. Box 12257, 3054 East Cornwallis Road, Research Triangle Park, North Carolina 27709-2257. Syngenta Biotech is a subsidiary of Syngenta Seeds and traces is operations back to CIBA-Geigy Corporation, a legacy company of Syngenta. Syngenta Biotech field tested under permits issued by or notifications to, and made application for deregulation by, the USDA of the genetically modified corn traits MIR162 and Event 3507. MIR162 is used in Viptera corn and both MIR162 and Event 5307 are used in Duracade corn.

14. Syngenta AG wholly owns, directly or indirectly, each of Crop Protection AG, Syngenta Corp., Crop Protection LLC, Syngenta Biotech, and Syngenta Seeds.

15. One or more members of Syngenta AG's Board of Directors or the Executive Committee established by the Board of Directors also serve as member(s) of the Board of

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Directors of Crop Protection AG, Syngenta Corp., Crop Protection LLC, Syngenta Biotech, and/or Syngenta Seeds.

16. Employees of the Syngenta group as a whole maintain reporting relationships that are not defined by legal, corporate relationships, but in fact cross those corporate lines. For example, Crop Protection AG maintains two separate product lines – Seeds and Crop Protection – that cross the Defendants' separate, legal corporate existences.

17. The Defendant subsidiaries are subject to additional oversight that requires them to seek approval for certain decisions from higher levels within the functional reporting structure – including in some instances Syngenta AG. Appointments of senior management personnel for the Defendant subsidiaries also may require, in certain instances, approval from individuals or governing bodies that are higher than each subsidiary's respective board of directors.

18. Moreover, Syngenta AG and Syngenta Crop Protection AG management were intimately involved in, and in some instances directed, decisions concerning the commercialization of Viptera without Chinese approval.

19. Also, Syngenta AG maintains a central global finance function that governs all Defendants. Thus, the Defendant subsidiaries do not function independently but under the Syngenta AG umbrella.

20. Defendants regularly refer to themselves as "Syngenta" with no further description.

21. Thus, the respective jurisdictional contacts of Crop Protection AG, Syngenta Corporation, Crop Protection LLC, Syngenta Biotech, and Syngenta Seeds in the forum state are attributable to Syngenta AG because of the unusually high degree of control Syngenta AG exercises over these subsidiaries.

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22. In addition, on information and belief, Defendants acted in concert under agreements or other arrangements to act in a collective manner and/or as joint venturers regarding the actions and events made the subject of this Complaint. All Defendants, therefore, are jointly and severally liable for the acts for which the Plaintiffs make complaint.

23. Syngenta Seeds is liable for the actions of those with whom it acted in concert through agreements or other arrangements to act in a collective manner and/or as a joint venture, including Syngenta Corp., Syngenta AG, Crop Protection AG, Crop Protection LLC, and Syngenta Biotech.

C. Factual Allegations

24. Biotechnology firms such as Syngenta develop and obtain patents on their bio-engineered products, in this instance seeds. These products are also referred to as genetically-modified organisms, or "GMOs." A patent gives the biotechnology firm the exclusive right to sell its bio-engineered products; however, those patents eventually expire. Biotechnology firms have an economic incentive to "commercialize" (i.e. bring their products to market for planting and harvest) as soon as possible after filing a patent application to maximize profitability.

25. Syngenta set a market share goal for MIR162 by 2014 and sought to achieve commercialization as soon as possible.

26. Premature commercialization poses a well-known and significant risk of harm to Producers and Non-Producers if bio-engineered commodity products are commercialized before they are approved by key importing nations. Certain importing nations, such as China, have a "zero tolerance" policy and will reject grain imports from the United States if they detect the presence of even trace amounts of an unapproved bio-engineered genetic trait in grain shipments. This was well known in the biotechnology industry, including Syngenta, by 2007 at the latest.

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27. Syngenta commercialized MIR162 and Event 5307 despite clear risk of harm to its stakeholders, including Plaintiffs, despite Syngenta's knowledge of that risk, and despite Syngenta's own professed commitment to responsible management.

28. Moreover, Syngenta commercialized MIR162 by consistently misrepresenting the importance and status of China's approval, and without adequate systems in place to isolate or channel MIR162, virtually assuring that MIR162 would contaminate the U.S. corn supply.

1. *Recognized Risk of Irresponsible Commercialization*

29. The corn industry, including Syngenta, recognizes that the harm threatened by irresponsible commercialization is very real.

30. "There have been a number of high-profile cases involving genetically modified varieties ... and disruption of international shipments of commodity grains such as corn, wheat, and rice." http://www.syngentafoundation.org/index.cfm?pageID=703.

31. For example, bio-engineered corn contaminated the U.S. corn supply in 2000 and disrupted international trade causing loss to producers and non-producers. *See In re StarLink Corn Prods. Liab. Litig.*, 212 F. Supp. 2d 828 (N.D. Ill. 2002).

32. In 2006, bio-engineered rice contaminated the U.S. rice supply, again disrupting trade and causing massive damages to U.S. rice producers and non-producers. *See In re Genetically Modified Rice Litig.*, 666 F. Supp. 2d 1004 (E.D. Mo. 2009); *Bayer CropScience LP v. Schafer*, 385 S.W.3d 822 (Ark. 2011).

33. In addition to being aware of these and other well-publicized incidents at the time it commercialized MIR162, Syngenta had (and has been) continuously warned by stakeholders about the importance of, and need for, responsible commercialization.

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34. For example, when Syngenta commercialized MIR604 (Agrisure® RW) in 2007, the National Grain and Feed Association ("NGFA") (of which Syngenta is a member) and the North American Export Grain Association ("NAEGA") warned against an "'ill-conceived' plan to commercialize" Syngenta's Agrisure biotechnology-enhanced corn as endangering U.S. corn and corn-product exports, because Syngenta had not obtained regulatory approval for food and feed use in Japan and other U.S. export markets. *See* Houin, "Feed and grain organizations warn growers of limited export markets," Farm World (4/25/2007).

35. The International Grain Trade Coalition also chastised Syngenta, stating that Syngenta "did not respect the responsibility of importing governments to perform necessary risk assessments as demanded by their legislation," that the introduction of Agrisure® RW "was not done in an open transparent manner," and that Syngenta "did not complete authorization in major international markets possessing scientifically sound approval systems prior to commercialization." Letter from International Grain Trade Coalition to Michael Pragnell, CEO Syngenta dated April 18, 2007, p2. The International Grain Trade Coalition further stated that Syngenta's conduct "[e]xposed downstream members of the value chain including producers, handlers, exporters, importers, food processors and distributors to significant liability as currently all countries employ a zero threshold policy for an event not authorized by the importing country" and strongly urged Syngenta to "reverse immediately its decision to commercialize Agrisure RW at this time." *Id.*

36. The Biotechnology Industry Organization ("BIO") is the world's largest biotechnology trade association, of which Syngenta is or was a member. BIO has expressly recognized that "[a]synchronous authorizations combined with importing countries maintaining 'zero tolerance' for recombinant-DNA products not yet authorized results in the potential for

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major trade disruptions." BIO Product Launch Stewardship Policy, May 21, 2007, at Annex 1 Introduction; *see also* BIO Product Launch Stewardship, December 10, 2009, at Annex 1 Introduction (same); BIO "Stewardship: Actions to be Taken Prior to Launching Special Traits," October 4, 2010, at Annex 1 Introduction (same); BIO Product Launch Stewardship: Food and Agriculture Section, November 27, 2012, at Annex 1 Introduction (same).

37. As stated in BIO's December 10, 2009 "Product Stewardship Policy":

> Since the commercial introduction of biotechnology-derived plant products in 1996, an increasing number of biotechnology-derived plant products intended for food or feed use are authorized for commercial production in many countries throughout the world; however, authorizations in importing countries vary depending on the timing of submissions for import authorization as well as the duration of the authorization process in each country. As a consequence of these asynchronous authorizations, low levels of recombinant-DNA plant materials that have completed full safety assessments in accordance with national and international standards in one or more countries may, on occasion, be present in food or feed in countries in which the authorization process of the relevant recombinant-DNA plant material has not been completed. Asynchronous authorizations combined with importing countries maintaining 'zero tolerance' for recombinant-DNA products not yet authorized results in the potential for major trade disruptions.

http://www.bio.org/sites/default/files/Product_Launch_Stewarship_12_10_09.pdf.

2. *Syngenta Recognizes Its Stewardship Obligation*

38. Under the "Corporate Responsibility" section of its website, Syngenta acknowledges the integrated nature of the commodity market and its responsibility to stakeholders affected by its business, including but not limited to Producers and Non-Producers:

> Our stakeholders are the people who can affect our business or who are affected by it. They include the following groups:
>
> Growers
> Industry
> Non-governmental organizations and international agencies
> Investors
> Employees
> Government

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39. Syngenta has committed to "respond to feedback from its stakeholders" and "to implement high standards of stewardship for the safe, effective and environmentally responsible use of its products." http://www.syngenta.com/global/corporate/en/about-syngenta/corporate-responsibility/Pages/cr-policy-and-commitments.aspx.

40. Syngenta represents that "it prioritize[s] the issues that are most relevant to our business and most important to our stakeholders."

41. Syngenta also represents that it "maintain[s] the highest standards across our entire business and go[es] beyond regulatory compliance."

42. In Syngenta's "Code of Conduct," posted on its website for all stakeholders to read, Syngenta represents:

- "The trust and confidence of Syngenta's stakeholders is critical to our continuing success and will only be sustained if the company acts and is seen to act in accordance with the highest standards of ethics and integrity. To ensure we meet the standards which our stakeholders expect, we have produced this new Syngenta Code of Conduct . . . ."

- "We provide innovative, reliable, high-quality products and have safeguards to protect stakeholders."

- "The creativity of our people provides products which help growers meet the global challenges to agriculture."

- "We will work closely with customers, contractors, users and all other stakeholders to ensure proper and responsible use of our products and understanding of the precautions that apply ...."

43. In November 2007, Syngenta adopted its own "Bio Product Launch Policy." The Syngenta Bio Product Launch Policy incorporates BIO's Product Launch Policy and requires Syngenta to perform a market and trade assessment to identify key importing nations and obtain those nations' approval before commercializing a new bio-engineered product. http://www.syngentabiotech.com/biopolicy.aspx.

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44. On its website, Syngenta also suggests that it complies with the stewardship standards adopted by CropLife International and Excellence Through Stewardship, advising farmers that they may learn more about "stewardship" by visiting the provided links. *See* http://www.syngentabiotech.com/BioStewardshipLinks.aspx.

45. It is clear that the importance of obtaining import approval from key markets was well known and recognized within the biotechnology industry and by Syngenta before Syngenta commercialized MIR162 under the Viptera brand name and trademark for the 2011 crop year.

46. Syngenta committed to not commercializing new genetically modified traits that had not been approved by key import markets. *See, e.g.*, BIO Product Launch Policy, Syngenta Implementation Principles (Nov. 2007). Syngenta clearly knew the risks of premature commercialization and knew that without stringent containment and channeling procedures, MIR162 would contaminate the U.S. corn supply and move to export markets, causing significant trade disruption, as set out below. Based on clear warnings and its own knowledge, Syngenta knew or plainly should have known that China was a key and growing market. Responsible practice dictated that Syngenta not commercialize Viptera, and certainly not do so without adequate containment and effective channeling measures in place, before obtaining import approval. Syngenta, however, did just the reverse.

3. *Regulation, Testing, and Deregulation of MIR162*

47. The process of commercialization begins with obtaining approvals from U.S. agencies, including but not limited to deregulation from the Animal, Plant, and Health Inspection Service ("APHIS") of the USDA.

48. The regulations in 7 C.F.R. part 340 (the "GMO Regulations") regulate, among other things, the introduction (importation, interstate movement, or release into the environment)

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of organisms and products altered or produced through genetic engineering that are plant pests or that there is reason to believe may be plant pests. Such genetically-engineered organisms and products are considered "regulated articles." The GMO Regulations were promulgated under the Plant Protection Act (the "PPA"), 7 U.S.C. § 7701, *et seq*., or its predecessor statutes.

49. MIR162 is a genetically modified trait that before its deregulation, was regulated by the USDA under the PPA and GMO Regulations.

50. The GMO Regulations at 7 C.F.R. §§ 340.3 and 340.4 allow release into the environment of regulated, genetically modified traits, such as MIR162, before their deregulation, through field trials conducted under permits issued by, or notifications to, APHIS. Developers who field test genetically modified traits, such as Syngenta Biotech in its field testing of MIR162, are required to adhere to certain performance standards in the GMO Regulations to ensure the regulated genetically modified organism does not persist in the environment or enter the food or feed supply. Similarly, at the end of all field tests, developers must destroy or properly contain any viable plant material in the field and ensure no regulated material persists in the environment beyond the duration of the trial.

51. Syngenta is no stranger to releasing regulated GMO events. In 2005, Syngenta settled with the USDA ($375,000 fine plus a required training program) stemming from its release of still-regulated Bt10 corn, which Syngenta supplied as deregulated Bt11 corn between 2001 and 2004. About 14,000 bags of Bt10 seeds were sold from 2001 to 2004, mainly to U.S. farmers but also in Canada and Argentina. The Bt10 event was found in at least five Bt corn breeding lines in the U.S., and it was estimated that the seeds could have been planted on 37,000 acres in the U.S., producing "an estimated 150,000 tons of corn from this area" and accounting for approximately .01% of the total U.S. corn acreage. *See* New York Times, "U.S. Fines Swiss Company Over Sale

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of Altered Seed," (Apr. 9, 2005); PR Newswire, "Syngenta Agrees to Settlement With USDA on Unintended Bt10 Corn" (http://www.prnewswire.com/news-releases/syngenta-agrees-to-settlement-with-usda-on-unintended-bt10-corn-54220787.html). Syngenta later paid a $1.5 million fine to the EPA, which conducted an investigation confirming the distribution of unregistered Bt10 corn on "over 1000 occasions." EPA News Release "EPA Fines Syngenta $1.5 Million for Distributing Unregistered Genetically Engineered Pesticide." (Dec. 21, 2006).

52. Between 1999 and 2007, Syngenta Biotech conducted at least 119 field trials of MIR162 corn under at least 20 permits issued by, or notifications to, APHIS under the GMO Regulations at sites in 31 states, including multiple field tests in Minnesota.

53. The GMO Regulations in 7 C.F.R. § 340.6(a) provide that any person may petition APHIS for a determination that an article should not be regulated under 7 C.F.R. § 340.

54. On May 24, 2007, Syngenta filed a patent application for MIR162 to secure its exclusive right to market that corn trait, pending regulatory approval by the USDA.

55. On or about September 10, 2007, Syngenta Biotech submitted a petition (the "MIR162 Deregulation Petition") seeking a determination of nonregulated status (APHIS Petition Number 07-253-01p) for corn (Zea mays L.) designated as transformation event MIR162, which has been genetically engineered for insect resistance, stating that the corn line MIR162 is unlikely to pose a plant pest risk and, therefore, should not be a regulated article under the GMO Regulations.

56. On information and belief, Syngenta Biotech continued its field tests of MIR162 under the GMO Regulations during the approximately 31-month period after filing the MIR162 Deregulation Petition and the USDA decision deregulating MIR162 in April 2010.

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57. Syngenta Biotech stated in the MIR162 Deregulation Petition that it understood "that a copy of the MIR162 Deregulation Petition may be made available to the public as part of the public comment process." MIR162 Deregulation Petition at 3 of 268. APHIS's notice, published in the Federal Register on January 13, 2010 (75 Fed. Reg. 1749) (the "MIR162 Deregulation Notice"), expressly invited public comment regarding the MIR162 Deregulation Petition and further provided instructions as to how copies of the petition and accompanying draft environmental assessment and plant pest risk assessment could be obtained either by placing a phone call or accessing them on the internet.

58. In a preliminary observation to Section IX of the MIR162 Deregulation Petition, entitled "Adverse Consequences of Introduction" (the "Adverse Consequences Discussion"), Syngenta Biotech represented that it knew "of no data or observations that indicate [that] MIR162 would adversely impact the quality of the human environment, directly, indirectly, or cumulatively. This includes a lack of anticipated effects on ... the economy, either within or outside the U.S."

59. Specifically, among the matters addressed in the Adverse Consequences Discussion were "Economic Impacts" at Section IX.D. In the introduction to that section, at pages 108-09, Syngenta Biotech stated:

> Economic considerations are not explicitly described in the factors listed in 40 CFR § 1508.27. However, economic impacts do relate to the significance of the requested action and have been considered by some courts in reviewing NEPA [National Environmental Policy Act] compliance.

60. The economic impacts discussed included the "Effects on the Export Market," at Subsection IX.D.4, page 111, which included Syngenta Biotech's representation that "there should be no effects on the U.S. maize export markets" and advised that applications for approval

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of MIR162 maize were in process in a number of such export markets with "functioning regulatory systems," including China, stating:

> There should be no effects on the U.S. maize export market since **Syngenta is actively pursuing regulatory approvals** for MIR162 maize in countries with functioning regulatory systems for genetically modified organisms and that import maize from the U.S. or Canada. Regulatory filings for MIR162 maize are in process for Colombia, Japan, South Korea, Taiwan, China, the Philippines, Australia and New Zealand, South Africa, the European Union, Russia, and Switzerland. (Emphasis added).

61. Other portions of the MIR162 Deregulation Petition made similar representations regarding China.

62. Syngenta Biotech also stated in Subsection IX.D. of the MIR162 Deregulation Petition that stewardship agreements with growers would require channeling of MIR162 away from export markets that had not approved import of MIR162 maize, that Syngenta would undertake "a wide-ranging grower education campaign" respecting channeling, and that channeling would be effective based on prior experiences with the specialty maize market:

> Syngenta's stewardship agreements with growers will include a term requiring growers to divert this product away from export markets (i.e. channeling) where the grain has not yet received regulatory approval for import. Syngenta will communicate these requirements to growers using a wide-ranging grower education campaign (e.g., grower Stewardship Guide). As noted in the context of the IRM program, these procedures are not hypothetical.
>
> The ability to channel particular types of maize for particular uses, such as the export market, is demonstrated by the continuing success of the specialty maize market. Use of identity preservation measures has enabled growers to maintain a wide variety of specialized maize products, including white food maize, waxy maize, hard endosperm maize, high oil maize, nutritionally enhanced maize, high extractable starch maize, non GMO maize, and organic maize (U.S. Grains Council, 2006). Channeling programs are well established for separating each of these maize varieties. As set out above, these practices have continued successfully long after the introduction of numerous varieties of transgenic maize.

63. The stewardship agreements to which Syngenta Biotech referred were later used between growers and Syngenta Seeds.

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64. In December 2009, based on its review of the MIR162 Deregulation Petition, APHIS prepared a Draft Environmental Assessment that parroted what Syngenta Biotech had represented in the MIR162 Deregulation Petition:

> There should be no effects on the U.S. corn export market since Syngenta is actively pursuing regulatory approvals for the MIR162 corn in countries with functioning regulatory systems for genetically modified organisms and that import corn from the U.S. or Canada. Regulatory filings for the MIR162 corn are in process for ... China.

65. The Draft Environmental Assessment was among the documents publicly available under the MIR162 Deregulation Notice.

66. On April 12, 2010, APHIS concluded that MIR162 corn should be deregulated. *See* Determination of Nonregulated Status for MIR162 Corn (Apr. 12, 2010); *see also* Syngenta Biotechnology, Inc. Determination of Nonregulated Status for Corn Genetically Engineered for Insect Resistance, 75 Fed. Reg. 20560 (Apr. 20, 2010).

67. Before making that determination, APHIS, on April 9, 2010, issued its National Environmental Policy Act Decision and Finding of No Significant Impact and, in March 2010, issued its Final Environmental Assessment. APHIS compared the anticipated impact by taking no action (i.e., keeping MIR162 as a regulated article) with deregulating MIR162 and concluded in the Finding of No Significant Impact that in each instance the impact on the "Export Market" would remain "unchanged." Similarly, in the Final Environmental Assessment dated March 2010, APHIS adopted and repeated Syngenta's representations that it did not expect any effects on the U.S. corn export market "by the cultivation of the MIR162 corn cultivars" and that applications to countries with functioning regulatory systems, including China, were in process.

68. Thereafter, on April 21, 2010, Syngenta issued its press release, "Syngenta receives approval for breakthrough corn trait technology in the U.S." (Apr. 21, 2010). In making the

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announcement that MIR162 had been deregulated, Syngenta noted the plans for its imminent commercialization, stating that "[t]he trait will be combined with the Agrisure 3000GT trait stack to provide corn growers with broad-spectrum, insect control and glyphosate tolerance for maximum convenience and productivity" and that "Syngenta plans to commercialize hybrids containing the Agrisure Viptera trait for the 2011 growing season."

69. The April 21, 2010 press release confirms that the MIR162 Deregulation Petition was a document prepared and published by Syngenta for the sole purpose of facilitating, promoting, and inducing the commercial sale of its products containing the MIR162 trait. The MIR162 Deregulation Petition contained statements and representations to induce APHIS to deregulate MIR162, thereby beginning the commercialization of the product. Further, the MIR162 Deregulation Petition was filed with full knowledge that the statements and representations therein would be published to stakeholders, including Producers and Non-Producers. The commercial nature of the statements in the MIR162 Deregulation Petition is clear: In explaining the rationale of the MIR162 Deregulation Petition, Syngenta stated that "[t]ransformation event MIR162 maize has been developed by Syngenta to provide growers with maize varieties that are resistant to feeding damage caused by a number of significant lepidopteran insect pests. This trait will be offered to growers in combination with other deregulated maize traits." MIR162 Deregulation Petition at 11. The MIR162 Deregulation Petition espoused the sale of the product to growers, and was rife with representations about the commercial benefits of Syngenta's product and expected market impact. The following further indicates that Syngenta made commercial representations in the MIR162 Deregulation Petition:

a. "Transformation event MIR162 has been developed by Syngenta to provide U.S. growers with maize hybrids that are resistant to feeding damage caused by a number of lepidopteran insect pests. … Commercialization of this new trait has the potential to reduce

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conventional insecticide use in maize, increase grower profits, and improve grain quality." (p.13);

b. "[I]t [MIR162] will be commercialized as a combined-trait hybrid with Syngenta's Bt11 maize event." (p.96);

c. Syngenta's numerous references to and representations regarding the commercial benefits to farmers from introduction of MIR162. (*see, e.g.*, pp. 5, 97, 109 (enhanced productivity), p.110 (increased competition and farmer and consumer choice));

d. Syngenta's repeated observations that no adverse consequences should occur to the economy, either within or outside the United States (*see e.g.*, p.5) and the statements regarding the lack of impact on exports and intended channeling away from export markets that had yet to approve MIR162 as alleged above;

e. An appendix report regarding the economic implications of the introduction of MIR162; and

f. Syngenta's acknowledgement that the MIR162 Deregulation Petition would be made available to the public as previously alleged (p.3).

70. Contrary to Syngenta's representations that its regulatory filings were "in process" in China, Syngenta first sought regulatory approval for MIR162 from China's Ministry of Agriculture three years later, in or around March 2010. *See* http://www.syngenta-us.com/viptera_exports/images/MIR162-Regulatory-Timeline-9-2014.pdf.

71. Consistent with its statements to the USDA in the MIR162 Deregulation Petition, Syngenta considered China to have a functioning and predictable regulatory system.

4. *Syngenta's Initial Commercialization*

72. As Syngenta knows, nothing about USDA deregulation requires a developer such as Syngenta to commercialize.

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73. Responsible practice dictated Syngenta obtain import approval from key market countries before commercialization (or at minimum, before first planting). *See, e.g.*, BIO Product Launch Stewardship, December 10, 2009, at p.4.

74. As early as 2009, Syngenta acknowledged that China was a key export country.

75. In a presentation to the NGFA in 2010, Syngenta listed China as among "key import approvals" it was or would be seeking. *See* Powerpoint titled "2010 Syngenta Pipeline," Presentation to the National Grain and Feed Association.

76. Syngenta, however, knew well that it would not have import approval from China for the 2011 crop year.

77. The typical time period for import approval from China at that time was approximately 2-3 years.

78. Syngenta was not even projecting approval from China for the 2011 crop year but rather, was hoping for approval by the 2012 crop year.

79. Syngenta privately planned from the outset to commercialize Viptera with or without China's regulatory approval, notwithstanding the commitments it had made to stakeholders and industry participants not to commercialize genetically modified traits until after approval from key export markets.

80. Syngenta commercialized Viptera for the 2011 growing season despite the lack of regulatory approval from China, and despite Syngenta's knowledge that China was a key (and growing) export market for U.S. corn.

81. Syngenta did not disclose these facts to Producers or Non-Producers.

82. Syngenta was well aware in 2010 of the strong likelihood that China would be a significant import market by 2011.

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83. It was well known at least by August 2010 that China was an important and growing export market for US corn. As reflected in a trade publication at the time:

> China is entering a 'new era' of corn buying. The world's most populous country may import as much as 15 million tons of corn in 2015, according to the U.S. Grains Council. ... Chinese imports of corn will grow from 1.7 million tons in 2010 to 5.8 million tons in 2011, and to 15 million tons in 2014-15, according to Hanver Li, Chairman of Shanghai JC, speaking to the U.S. Grains Council.... Where will China import all this corn from? The first place they will turn is the U.S., which is the world's largest corn exporter, accounting for 60% of global corn exports in 2009.... If China imports an incremental 600 million bushels of corn in 2014 from the U.S., using the USDA's baseline projections, U.S. corn ending stocks would be 960 million bushels. This would put the Ending Stocks to Use Ratio at 6.3%, the lowest level since 1995. 2010 is a major turning point in the grain market. The Chinese transition to becoming a net importer of corn will have a substantial implication on the world's corn supply.

http://www.farmlandforecast.com/2010/08/chinese-imports-to-change-grain-markets/.

84. Syngenta was, and continues to be, a member of the U.S. Grains Council. Indeed, Syngenta's Rex Martin has, on information and belief, actively participated as a member of the Council's Biotechnology Advisory Team.

85. In addition, NAEGA warned Syngenta of the importance of obtaining Chinese regulatory approval before launch during a meeting in or around August 2010 with NGFA's Biotechnology Committee. *See* July 14, 2011 NGFA Newsletter. The same issue was discussed at the subsequent NGFA Biotechnology Committee meetings – during the March 2011 convention and another meeting on June 29, 2011 in Washington.

86. Syngenta knew of NAEGA's warning by the summer of 2010 and also knew of NAEGA's position that import approval should be obtained from China before marketing MIR162.

87. Nevertheless, Syngenta refused to stop its commercialization of Viptera in 2010 for planting and harvest in 2011.

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88. In the fall of 2010, NGFA, in a private meeting with David Morgan, Regional Director of North America and President of Syngenta Seeds, also urged Syngenta to delay commercialization of Viptera, emphasizing the risk of trade disruption with China.

89. On October 29, 2010, a Reuters article was circulated among Syngenta executives stating: "Chinese corn imports have rocketed this year and are expected to continue growing next year, after China's own harvest couldn't keep up with a boom in demand...."

90. Evidence of China's importance continued to mount before planting in 2011.

91. In January 2011, Syngenta knew that China had become the second most important market for U.S. corn.

92. The USDA's long-term projections, compiled in November 2010 and issued in February 2011, forecast dramatic increases in China's imports of corn from the USDA's prior year's projections. As stated by the USDA, the "increase in China's imports account for one-third of the growth in world corn trade."

93. Syngenta knew by 2011 that China's import requirements influenced global commodity prices and understood the risk of commercializing MIR162 without approval from China.

94. At the time it was marketing and selling Viptera – and before planting in 2011 – Syngenta clearly knew of China's importance.

95. In a June 2010 Risk Management Report," Syngenta recognized that MIR162 [would be] detected as unapproved trait" as a consequence of large scale production "before all import approvals are in place." The report recognized that increased production in 2010 of corn containing MIR162 increased the "likelihood of MIR162 being detected as [adventitious presence] in an export channel." Syngenta classified the impact of this risk as "high." Risk

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Management Report, dated June 2010; *see also* MIR162 & EU approvals Powerpoint attached to e-mail from David O'Reilly, dated Oct. 21 2009.

96. On February 25, 2011, Syngenta's Head of Industry Relations corresponded with the Head of Syngenta's Southeast Asian Territory as follows:

> I believe I have discussed with you several times about our risk with MIR162 and not having approval in EU and China. I have been getting more questions from traders … lately and [Charles Lee, Head of Corn for North America] wanted me to be sure you understood the potential risk for China.

97. Syngenta could, and should, have waited to market Viptera. It also could, and should, have withdrawn it from the market before planting. But it did not.

98. To the contrary, and despite the risks, Syngenta Seeds sold Viptera to approximately 12,000 Producers with a projected yield estimated in September 2011 of 250 million bushels. *See Syngenta v. Bunge*, 820 F. Supp. 2d 953, 958 (N.D. Iowa 2011). Viptera growers could be found in nearly every state such that the market for Viptera products was very broad across the U.S. *See id.* at 963. Syngenta projected that Viptera seed sales would exceed twenty percent (20%) of the U.S. corn seed market in future years. *See id.* at 958.

99. Other published estimates indicate that during the 2011 crop year, Viptera had been planted on 1.1% of the acres in the U.S. on which corn was grown.

5. *Syngenta's Continuing Irresponsibility After 2011 Planting*

100. After planting, but before harvest in 2011, the importance of China, and the risk of MIR162 contamination and market disruption, continued to grow.

101. A 2011 news article projected that China "will probably buy 5 million metric tons this year from 2 million tons in 2010."

102. On July 22, 2011, Syngenta's CEO Michael Mack stated: "The need to improve yield and quality is present across all emerging markets in the region, although it's China which

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continues to have the greatest impact on world markets, with increasing imports not just of soybeans but also now of corn." July 22, 2011 Transcript of Remarks (http://www.syngenta.com/global/corporate/SiteCollectionDocuments/pdf/transcripts/H1-2011-results-transcript.pdf).

103. In fact, Syngenta had known for some time that China would be a significant importer of corn in 2011.

104. In August 2011, still before the first commercially-grown corn planted with the MIR162 trait had been harvested, NGFA and NAEGA issued a Joint Statement warning Syngenta about MIR162:

> U.S. farmers, as well as the commercial grain handling and export industry, depend heavily upon biotechnology providers voluntarily exercising corporate responsibility in the timing of product launch as part of their product stewardship obligation.... The negative consequences of overly aggressive commercialization of biotech-enhanced events by technology providers are numerous, and include exposing exporting companies to financial losses because of cargo rejection, reducing access to some export markets, and diminishing the United States' reputation as a reliable, often-preferred supplier of grains, oilseeds and grain products. Premature commercialization can reduce significantly U.S. agriculture's contribution to global food security and economic growth.
>
> Putting the Chinese and other markets at risk with such aggressive commercialization of biotech-enhanced events is not in the best interest of U.S. agriculture or the U.S. economy.

105. As stated by these associations: "The grain handling and export industry have communicated consistently, clearly and in good faith with biotechnology providers and seed companies about the importance of biotech-enhanced events in commodity crops receiving regulatory approvals or authorizations – prior to commercialization – in key export markets where foreign governments have functioning regulatory systems that approve biotech-enhanced traits. These communications regarding key export markets, identified through market and trade

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assessments, have been conveyed through industry trade associations and in direct communications by individual companies." *Id.*

106. Not only did Syngenta commercialize Viptera prematurely, it did so without adequate systems in place to either isolate MIR162 or channel it away from markets, including China, from which approval was not obtained.

6. *Transgenic Contamination*

107. Corn, or maize, has staminate (male) and pistillate (female) flowers on the same plant and is wind pollinated. While there is some possibility of self-fertilization, corn generally is considered an outcrossing species. Under normal field conditions, some 95% of the ovules are fertilized by pollen from other plants. Pollen is released in large quantities. "Individual corn plants produce 4 to 5 million pollen grains. Therefore, even if only a small percentage of the total pollen shed by a field of corn drifts into a neighboring field, there is considerable potential for contamination through cross pollination." Thomison, "Managing 'Pollen Drift' to Minimize Contamination of Non-GMO Corn," Ohio State University Extension Fact Sheet.

108. "Once released from the tassels into the air, pollen grains can travel as far as 1/2 mile (800 m) in 2 minutes in a wind of 15 miles per hour (27 km/h) (Nielsen 2003b)." Kent Brittan, "Methods to Enable the Coexistence of Diverse Corn Production Systems," University of California. Studies indicate that "cross-pollination between cornfields could be limited to 1% or less by a separation distance of 660 feet (200 m), and to 0.5% or less by a separation distance of 984 feet (300 m). However, cross-pollination frequencies could not be reduced to 0.1% consistently, even with isolation distances of 1,640 feet (500 m)." *Id.*

109. The Association of Official Seed Certifying Agencies (AOSCA) recognizes that "[a]lthough most corn pollen is deposited near its origin, isolation by very long distance (several

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miles) from any other corn is probably the only means of assuring complete confinement other than assuring complete asynchrony of flowering." However, "[t]he matter of whom or what entity controls the area constituting a proposed isolation zone and beyond could be crucial and/or problematic to successful confinement. AOSCA Report at 62. Assuring "complete asynchrony of flowering" also is fraught with shortcomings. For example, "[d]ifferences in maturity between the early and late hybrid may not be large enough to ensure that the flowering periods of each hybrid will not overlap, especially when certain climatic conditions may accelerate or delay flowering. Moreover this strategy will only work if [the farmer] control[s] the adjacent fields or can closely coordinate [his] corn planting operations with those of [his] neighbors." Thomison, "Managing 'Pollen Drift' to Minimize Contamination of Non-GMO Corn," Ohio State University Extension Fact Sheet.

110. In addition, "[p]lanting operations to control pollen drift are only part of the process of producing an IP corn grain crop." *Id.* Other major issues include harvesting, storage, and commingling within the production and supply chain.

111. "Different corn breeds within an individual farm are commingled at the harvesting stage. Corn from hundreds of thousands of farms is then further commingled as it is gathered, stored and shipped through a system of local, regional and terminal grain elevators. Elevators, storage and transportation facilities are generally not equipped to test and segregate corn varieties. The commingled corn is then marketed and traded as a fungible commodity." *In re StarLink Corn Prods. Liab. Litig.*, 212 F. Supp. 2d 828, 834 (N.D. Ill. 2002).

112. As a developer of genetic events, including genetically engineered corn, Syngenta knew or certainly should have known the very high likelihood that if commercialized, MIR162

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would disseminate throughout the supply chain – in fields, storage and transportation – via the numerous routes that transgenic contamination occurs.

113. Syngenta knew that enough commingling of Viptera with non-Viptera corn would occur at harvest in the fall of 2011 to be detectable in export channels, and that as a result there was a risk that China would reject shipments of corn due to the presence of Viptera.

114. Before commercializing MIR162, Syngenta also knew the risk that MIR162 would move into export channels from planting and harvest of MIR162, knew that risk was significant, and knew that detection of MIR162 in markets lacking approval created significant risk of trade disruption.

115. Syngenta, however, took few to no steps to assure that MIR162 would not enter the U.S. corn supply through cross-pollination and/or commingling in fields, and took wholly inadequate steps to prevent commingling within grain elevators or otherwise within the supply chain as described below, virtually assuring that MIR162 would contaminate the U.S. corn supply in every way possible.

7. *Syngenta's Nonsensical and Ineffective "Stewardship" Program*

116. Syngenta's representation in its MIR162 Deregulation Petition that the "ability to channel particular types of maize for particular uses such as the export market" is demonstrated by success in the "specialty maize market" is grossly misleading. In specialty markets like organic farming, the grower receives a premium and, as such, takes the onus on himself to isolate his specialty corn crop from transgenic contamination from neighboring fields (such as spatial and temporal isolation and detasseling). *See* Thomison, "Managing Pollen Drift in Maize Seed Production," Department Horticulture and Crop Science, Ohio State University ("Growers of value added identity preserved (IP) grains need to control pollen contamination in order to

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optimize expression of value added traits in specialty maize and thereby obtain premiums."). The specialty seller also markets to a specialty buyer to whom he channels. Both have incentive to take all measures necessary to avoid contamination by non-specialty corn. The growing, marketing, and distribution system of commodity corn is vastly different. A "Commodity Crop" is "a crop which in the ordinary course is grown using common agricultural practices and is commingled and not segregated for special handling or use when it enters the chain of commerce." Biotechnology Industry Organization, "Product Launch Stewardship: Food and Agriculture Section," November 27, 2012, at Annex 1 Introduction n.3.

117. Syngenta knew that the commodity market is different from the specialty market.

118. The difficulties with channeling are illustrated by the infamous "StarLink" contamination in 2000 that was the subject of significant litigation. *See In re StarLink Corn Prods. Liab. Litig.*, 212 F. Supp. 2d 828 (N.D. Ill. 2002). That is particularly so where millions of acres of the commodity to be channeled – MIR162 corn – were planted all across the U.S. Syngenta did not make even minimally reasonable efforts to prevent transgenic contamination.

119. Syngenta's representations to the USDA illustrate Syngenta's awareness of the kind of system designed to avoid contamination. Well-known measures in specialty markets include specifying strict containment protocols by contract (e.g., cleaning combines and storage areas, isolation distances, dedicated facilities, and inspections) and tracing the product through the supply chain.

120. Syngenta, however, did not take meaningful steps to even minimize the risk of pollen-mediated gene flow and commingling of Viptera with non-Viptera corn.

121. Responsible stewardship procedures include, at minimum, "generally accepted best seed quality practices designed to prevent low level presence of unauthorized products and [to]

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minimize unintended incidental presence of products authorized in the county of production" and "[m]ak[ing] available prior to commercialization a reliable detection method or test for use by growers, processors and buyers that enables crop identity verification for intended use." *See* BIO "Product Launch Stewardship," dated December 10, 2009 Annex 1, Policy Guidance; BIO "Stewardship Actions to be Taken Prior to Launching Special Traits," dated October 4, 2010, Annex 1, Policy Guidance; BIO "Product Launch Stewardship: Food and Agriculture Section," dated November 27, 2010, Annex 1 Policy Guidance.

122. Syngenta stated that it would make available a reliable detection method or test for MIR162 before commercializing Viptera.

123. In July 2010, Syngenta executives discussed methods for detecting genetically modified traits.

124. Syngenta did not provide a test method to farmers or grain handlers as part of a required stewardship program.

125. Syngenta also could have contractually required that Viptera growers adhere to stringent practices that would have decreased the likelihood of contamination. Syngenta did not do so, however, because to do so would have drastically reduced sales of that product.

126. Instead, and contrary to requiring isolation, Syngenta Seeds gave away free bags of Viptera to farmers as part of a campaign to encourage growers to grow Viptera side-by-side with other corn to compare performance. *See Syngenta*, 820 F. Supp. 2d at 958.

127. Syngenta expected Viptera corn to cross-pollinate with non-Viptera corn and told farmers to consider the adjacent corn Viptera corn. Yet, there was no contractual requirement for growers to take measures to prevent such cross-pollination in their own fields, to segregate Viptera from non-Viptera corn, or to prevent contamination of other farmers' fields.

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128. In fact, Syngenta advised at least one grower that he had no obligation to tell neighboring corn farmers or grain originators that he had planted Viptera. This advice was in response to the farmer's concern that he might be liable if his Viptera corn cross-pollinated with his neighbor's corn.

129. Moreover, on information and belief, in addition to the acreage on which Viptera (and later Duracade) have been grown from sales of those products, Syngenta has grown on land within the U.S. corn containing the MIR162 trait for purposes of seed increase and to develop inventories of product to sell to farmers. This additional growth further increased the presence of MIR162 within U.S. agriculture and the widespread, pervasive contamination that has caused disruption of trade in U.S. corn with China.

130. Syngenta's commercial sales of Viptera for planting, growing, and harvest in 2011 reached across the U.S., covering nine hundred nineteen (919) counties and thirty-eight (38) states. *See* "Unit Stats by State and County, Viptera Only" (Lee Bunge deposition exhibit); *see also Syngenta v. Bunge*, 820 F. Supp. 2d at 958, 963. Despite the pervasive presence of Viptera and Syngenta's knowledge of the risks, Syngenta did not require growers to comply with the kind of strict measures Syngenta knew were minimally necessary to even have a chance at containment.

131. Syngenta's professed "channeling" efforts, which could and should have been in place well before harvest to direct Viptera away from markets lacking import approval, also were wholly—and purposefully—inadequate.

132. In its 2007 MIR162 Deregulation Petition, Syngenta represented that a lack of Chinese approval would not pose a problem for Producers and Non-Producers because:

> Syngenta's stewardship agreements with growers will include a term requiring growers to divert this product away from export markets (i.e. channeling) where

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> the grain has not yet received regulatory approval for import. Syngenta will communicate these requirements to growers using a wide-ranging grower education campaign (e.g., grower Stewardship Guide) ... [T]hese procedures are not hypothetical.

133. Syngenta's "stewardship" program, however, presented "hypothetical" and ineffective procedures, which made contamination of the U.S. corn supply virtually certain.

134. Contrary to representations in its MIR162 Deregulation Petition, Syngenta did not, on information and belief, institute a "wide ranging grower education campaign" through its Stewardship Agreements, Stewardship Guides or otherwise. Syngenta certainly did not do so in a manner that would be meaningful and effective.

135. On information and belief, none of Syngenta Seeds' Stewardship Agreements with growers contained any details on Syngenta's stewardship program. Instead, the agreement provided that growers should comply with the "most current" version of a "Stewardship Guide," which might or might not be given to them when they received the product, and was subject to unilateral change at any time via modification to a website. *See* Syngenta Seeds, Inc. Stewardship Agreement (Revised 08/2009) at 1; Syngenta Seeds, Inc. Stewardship Agreement (Revised 03/14/2011) at 1; Syngenta Seeds, Inc. Stewardship Agreement (Revised 05/11/2011) at 1; Syngenta Seeds, Inc. Stewardship Agreement (Revised 06/05/2013) at 1.

136. In other words, Syngenta's "stewardship" program for Viptera depended, at the outset, on thousands of individual farmers across the country locating and understanding a Stewardship Guide that they may not have been provided at the time of signing the Stewardship Agreement or receiving the product.

137. Moreover, while the Stewardship Agreements contained a provision for "channeling," they made no mention of China.

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138. The 2009 version of the Stewardship Agreement provided that the grower "agrees to: Channel grain produced from seed to appropriate markets to prevent movement to markets where the grain has not received regulatory approval for import." It does not, however, identify China as one of those markets. Rather, the agreement states that: "Grain harvested from corn hybrids containing Agrisure Technologies ... may not be fully approved for grain export to **Japan or the European Union**" and that "grain from hybrids that do not have the appropriate import approvals from **Japan and the European Union** must be directed to domestic uses and away from export channels." Syngenta Seeds, Inc. Stewardship Agreement (Revised 08/2009) at 2 (emphasis added). There is no reference to any other unapproved markets, including China.

139. The March and May 2011 versions of Syngenta Seeds' Stewardship Agreement said—and did not say—the same thing. *See* Syngenta Seeds, Inc. Stewardship Agreement (Revised 03/14.2011) at 1, 2; Syngenta Seeds, Inc. Stewardship Agreement (Revised 05/11/2011) at 1, 2.

140. Syngenta Seeds' 2013 version of the Stewardship Agreement removed the reference to Japan and the European Union but even then did not mention China.

141. None of the agreements contain any instruction on how the grower was supposed to "channel."

142. Syngenta knew or should have known that bare reference to channeling (and at that, without reference to China) would be ineffective.

143. To the extent that other versions of the Stewardship Agreement (or Stewardship Guide) reference China, the concept of "channeling" by thousands of individual corn farmers under Syngenta's non-existent— or, at minimum, inadequate— "stewardship" program, was certain to fail.

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144. "Channeling" can only work if all grain handlers and others in the supply chain are engaged in that endeavor. For example, BIO recognizes that a realistic assessment of conditions related to handling, distributing, processing, and testing products must engage the various stakeholders. *See* BIO Product Launch Stewardship, December 10, 2009 at Introduction.

145. On information and belief, Syngenta did not obtain channeling commitments from supply chain participants, and took no further action to create a marketing plan or channeling mechanism. Syngenta also failed to coordinate with grain handling, export, and other post-harvest firms, to ensure that Viptera corn was not directed to markets for which regulatory approval had not been received, including China.

146. This failure was purposeful. Syngenta made a decision that no special provisions would be made for grain redirection.

147. Not only did Syngenta decide it would take no measures for channeling Viptera, Syngenta sought to stop exporters and grain elevator operators from attempting to channel Viptera away from China. Specifically, Syngenta brought a lawsuit against Bunge, a grain elevator operator, who refused to accept Viptera corn because that operator exported corn to China.

148. On August 17, 2011, Syngenta issued a letter to Viptera growers expressing disappointment that Bunge and Consolidated Grain & Barge would "not be accepting grain with the Agrisure Viptera trait." Syngenta recommended to growers that they simply "[d]eliver[] to elevators accepting grain with the Agrisure Viptera trait." Syngenta made no mention that these elevators should channel the grain to markets in which that trait had been approved.

149. Syngenta Seeds sued Bunge, complaining that Bunge could not refuse to accept Viptera corn at its grain elevators. Bunge had posted notices at its grain elevators that it would not accept Viptera corn because the MIR162 trait was not then approved in China, China had a zero

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tolerance policy regarding non-approved GMO events such as MIR162, and Bunge has significant contracts with Chinese markets that it wanted to fulfill.

150. Syngenta Seeds sought an injunction requiring Bunge to accept the Viptera corn despite: (i) its earlier representations in the MIR162 Deregulation Petition that corn grown with its MIR162 trait would be channeled away from export markets that had not yet approved of its importation; (ii) the requirement in its Stewardship Agreement with growers who had purchased Viptera seed requiring them to channel their harvested grain away from export markets that had not yet approved the importation of MIR162 corn; and (iii) the protocols referenced above approved by BIO and other organizations, of which Syngenta was/is a member, requiring consultation with industry stakeholders and not commercializing approved traits without major market approval.

151. At the end of the 2010 crop year in August 2010, China had already become the seventh-largest importer of U.S. corn. *See Syngenta*, 820 F. Supp. 2d at 860-61. Thereafter, in the spring of 2011, Bunge had sold millions of dollars of U.S. corn for delivery to China between September 2011 and January 2012. *Id.*

152. The Court in *Syngenta v. Bunge* denied Syngenta Seeds' requested injunction on September 26, 2011. In doing so, the Court found that it was foreseeable that China would not approve importation of MIR162 during the 2010-2011 crop year, that during that year U.S. exports to China might be significant, and that Syngenta Seeds had caused the very harm of which it complained. The Court refused to shift the risk to Bunge for Syngenta's commercializing of Viptera before receipt of approval from China. Specifically, the Court in that case concluded that:

> [a]t least to some extent, Syngenta's reputational injuries [allegedly caused by Bunge's refusal to accept Agrisure Viptera], though significant, are the result of Syngenta's decision to commercialize Viptera corn before obtaining import

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> approval from significant import markets, including China, where Bunge's rejection of unapproved traits was not wholly unforeseen or unforeseeable.

Syngenta, 820 F. Supp. 2d at 988.

153. The Court also concluded that:

> no reasonable balance of equities would impose upon Bunge the prodigious additional expense of segregating Viptera corn (or segregating non-Viptera corn earmarked for Chinese export), where Bunge did not create the situation in Viptera corn has not been yet approved for import to China. That situation arises entirely because Syngenta decided to commercialize Viptera corn knowing that it did not yet have Chinese and some other import approvals and would not have them for the 2011 crop year, and under circumstances in which Syngenta should have reasonably recognized that Chinese imports of United States corn for the 2011 crop year might well be very significant. Syngenta accepted the risk of commercializing Viptera corn, albeit with more than the required or recommended import approvals, but without import approval from all of the reasonably likely foreign markets. I reject Syngenta's request that I shift that risk, instead, to Bunge....

Id. at 990.

154. In addressing the public interest element for injunctive relief, the Court declined to shift the risk of the decision to commercialize MIR162 away from Syngenta: "I find that the public interest strongly favors allocating the risks of a decision to introduce a new transgenic grain into the commercial market on the company that decided to commercialize that grain before obtaining all import approvals." *Id.* at 992.

155. The Court also found that in the late summer and fall of 2011, exporters other than Bunge, including Cargill and Archer Daniels Midland ("ADM"), had also refused to accept Viptera at some of their facilities due to export market issues such as the failure of Syngenta to receive approval from the European Union. *Id.* at 962.

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8. *Syngenta's Irresponsibility and Misrepresentations Moving into the 2012 Crop Year*

156. Despite the risk of contamination and movement of Viptera into export markets, Syngenta continued its course and sold even more Viptera for planting in 2012, further increasing those risks.

157. Syngenta expanded sales of Viptera even as China was dramatically increasing imports of U.S. corn and was projected to be the largest importer of U.S. corn by the year 2020.

158. In 2011, Syngenta was selling Viptera for the 2012 growing season.

159. Syngenta was concerned. If grain handlers like Bunge refused to take Viptera, the lack of approval from China might reduce its sales.

160. As reflected in internal correspondence, Syngenta also knew by July 2011 that China would not change its zero-tolerance policy.

161. Syngenta, however, chose not to inform Producers and Non-Producers of the growing danger. Instead, it crafted a plan to mislead Producers and Non-Producers to believe that Syngenta would have import approval from China by the time Viptera was harvested, despite all indications to the contrary. For instance, one e-mail from Sarah Hull, Head of Global External Affairs, stated that it was "most important" to get grain traders "comfortable that the approval is close," so that they did not tell farmers to avoid MIR162 corn.

162. The purpose of this plan was to sell more Viptera.

163. United States Grains Council President, Tom Dorr, in a memorandum dated August 2, 2011 to "Seed Technology Members" and e-mailed to Syngenta, stated that "the current situation regarding the commercialization of unapproved events in China has raised industry-wide concern about potential near and longer-term disruption to US corn exports in China." In the same memorandum, he referred to China as a "major corn importer."

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164. By at least early July 2011, Syngenta was already managing its message and had scripted its responses.

165. Among other things, Syngenta launched a "blame the grain trade" campaign. Another e-mail from Sarah Hull stated, in pertinent part: "I think we have to find the right balance of making this a 162 problem versus an evolutionary challenge of global grain trade and adjust our actions to reflect the latter."

166. Syngenta remained focused on its bottom line in commercializing MIR162. For instance, Syngenta internally communicated its "Yields Without Borders Program" and its "Top 10 Tactics to Energize Sales Force and Leverage Grain Marketing Channel to Secure Sales." *See* Syngenta document entitled: "The Role of Grain Marketing for Future Trait Technologies." Part of this program was to provide regular (and misleading) updates "on progress and plans for China trait approval and to drive trait acceptance."

167. To encourage further sales and planting of Viptera, Syngenta, by at least August 2011, was representing to stakeholders, including corn Producers and Non-Producers, that Syngenta would obtain China's approval by March 2012.

168. As one of Syngenta's business partners wrote, "[i]f we say March enough, there should be no issue in ordering seed stock and seed companies will have confidence in the March date."

169. Syngenta, however, did not have a reasonable basis to believe that approval from China would be received in March 2012 and did not itself expect approval by that time.

170. Indeed, Syngenta's approval submissions to China included insufficient, incorrect, and/or incomplete information, resulting in multiple additional submissions, and also included significant delays by Syngenta in providing standard information. For example, Syngenta did not

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submit PCR detection methods until January 10, 2011, and had to redeliver the PCR detection method on May 16, 2011, because the first submission was unclear. This information was a required precursor to testing in China, which may take—and is expected to take—months. On June 22, 2011, Syngenta sent a letter of correction regarding mislabeling of samples. Testing did not begin in China until June 24, 2011. Testing results are known requirements of completed applications. Even after an application is complete, review and deficiency notices requiring correction are not atypical but expected.

171. No later than July 2011, and likely before that time, Syngenta knew it could not expect approval by March 2012.

172. Syngenta's own employees recognized that approval would take significantly longer. For instance, a July 1, 2011 e-mail from Syngenta's Brian Walsh indicated that Viptera would not receive approval in China "for a few years yet."

173. Syngenta received field trial and safety test results in October and November 2011. Syngenta submitted these results in an application on November 9, 2011. At that point, Syngenta knew or clearly should have known that it would not have approval by March 2012.

174. As of May 2012, China's Ministry of Agriculture had reviewed Syngenta's application and had rejected it for deficiencies including all applicable safety analyses. Syngenta submitted another application in June 2012.

175. In addition, on information and belief, Syngenta sought approval to cultivate MIR162 in, as well as import MIR162 to, China. *See* Reuters "Update 1 – Syngenta confirms it applied to cultivate GMO corn in China" (Oct. 8, 2014). (http://www.reuters.com/article/2014/10/08/china-gmo-syngenta-idUSL3N0S317520141008).

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176. China has more severely restricted the right to cultivate bio-engineered crops than to import them, has not previously allowed any such cultivation by a foreign firm without Chinese participation, and has taken significantly longer to approve cultivation applications than importation applications, all of which may have materially delayed import approval.

177. Syngenta was projecting that cultivation approval would not be obtained until 2016.

178. Syngenta continued to downplay the importance of China and misrepresent the status of China's approval for the purpose of increasing sales of Viptera.

179. Syngenta was far more focused on a potential loss of profits than it was on the risk of trade disruption caused by Viptera. For instance, Syngenta's project lead for Commercial Traits noted a seed shortage, saying it "will work in our favor. … Hence key business is more the black-eye we now have, vs. actual impact on sales."

180. Syngenta e-mails reveal that executives were plotting strategies to try to get China to expedite its review, including strategies to try to convince U.S. government officials to tell China that failing to approve MIR162 would "put US corn trade at serious risk."

9. *Syngenta's Continued Deception Regarding China's Approval of MIR162*

181. Syngenta continued its deception regarding the status of approval from China throughout 2012.

182. Despite knowing that its incomplete and delayed regulatory filings with China assured that Syngenta would not obtain import approval for Viptera by March 2012, Syngenta nevertheless instructed employees in January 2012 to tell grain handlers that Syngenta would obtain approval from China by March of 2012.

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183. After the first quarter passed without approval from China, Syngenta told employees to "**verbally**" communicate that Syngenta "continue[s] to anticipate that this approval will be received shortly." (Emphasis in original).

184. During Syngenta's first quarter 2012 earnings conference call on April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, publicly stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." http://www.morningstar.com/earnings/37715637-syngenta-ag-adrsyt-q1-2012-earnings-call-transcript.aspx. This, of course, was a year after Syngenta had already sold large quantities of Viptera to farmers across the country.

185. On information and belief, however, Syngenta did not as of April 2012 have a reasonable basis to believe China's approval was "done," or for its representation that approval was imminent. Syngenta certainly did not have any sort of official approval.

186. Indeed, Syngenta received a rejection and deficiency letter from China's Ministry of Agriculture on May 15, 2012.

187. Syngenta also distributed misleading written materials indicating that Viptera **could** be exported to China.

188. For example, Syngenta distributed a "Request Form for Bio-Safety Certificates Issued by the Chinese Ministry of Agriculture" for Viptera. In China, "Bio-Safety Authorizations" are required for the issuance of shipment-specific "Bio-Safety Certificates." However, applying for shipment-specific Bio-Safety Certificates was, and is, pointless because MIR162 had not been approved for importation in China.

189. Syngenta knew that its Request for Bio-Safety Certificates Forms was pointless but distributed it in an effort to mislead U.S. corn Producers and Non-Producers.

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190. Syngenta also distributed a "Plant with Confidence Fact Sheet," which contains deceptive statements regarding the importance of China as an export market. http://www.syngenta-us.com/viptera_exports/images/Agrisure-Viptera-Fact-Sheet.pdf.

191. For example, the "Plant with Confidence Fact Sheet" states:

> The vast majority of corn produced in the U.S. is used domestically. There is a misconception that China imports more grain than it actually does from the U.S. China has imported, on average, a little more than half of one percent – 0.5% – of all U.S. corn produced in the past five years....
>
> Since very few U.S. grain outlets actually export to China, most have no reason to restrict your right to plant the latest technologies.

http://www.syngenta-us.com/viptera_exports/images/Agrisure-Viptera-Fact-Sheet.pdf.

192. Contrary to the Plant with Confidence Fact Sheet, the NGFA reported:

> The U.S. Department of Agriculture (USDA) forecasts that China will become the world's largest corn importer by 2020. China is projected to increase its corn imports to 22 million metric tons (866 million bushels) by 2023, up from 2.7 million metric tons (106 million bushels) in 2012. For 2013, USDA had projected that the United States would export 37 million metric tons (1.457 million bushels) of corn, and that China would import an estimated 7 million metric tons (276 million bushels) – virtually all of it from the United States.

http://www.ngfa.org/wp-content/uploads/NGFA-Flyer-for-Farmer-Customers-on-Potential-Market-Impacts-of-Commercializing-Biotech-Enhanced-Seeds-Not-Approved-for-Import-into-U.S.-Export-Markets.pdf.

193. In other words, for 2013, the USDA estimated that China represented nearly 20% of the U.S. export market.

194. Before China's discovery of MIR162 in U.S. corn shipments, China was the third-largest market for U.S. corn, and its share of our market was projected to grow substantially. China is by far the largest potential growth market for U.S. corn.

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10. ***Syngenta Expanded Sales of Viptera Acreage Despite Having No Approval from China, Even While the Importance of the Chinese Market Continued to Increase.***

195. China continued to be a major and growing market for U.S. corn and corn products during the 2012 and 2013 crop years.

196. However, during that period, China still had not yet approved the import of MIR162. Syngenta was still in the approval process and was correcting deficiencies identified by the Chinese Ministry of Agriculture. It had no assurance that approval would be conferred by the 2013 crop year. In fact, as of October 2013, Syngenta was still completing required research for its application.

197. Corn industry groups continued to object to Syngenta's commercialization of Viptera.

198. In fact, during 2012-2013, China had become the third largest export market for U.S. corn. As reported by Iowa Corn Growers Association, "[i]n 2012/13, China was the third largest export market for U.S. corn and up until the recent issue [the rejections beginning in 2013] [China] was on track to meet or exceed that position." China and MIR162, 2-2014, Iowa Corn Growers Association (Feb. 6, 2014).

199. Nevertheless, Syngenta continued to market Viptera during the 2012 and 2013 crop years. Estimates were that during this period Syngenta had increased the market share of Viptera to well more than 2%, and, by some estimates as high as 3.5%, of the corn area grown in the U.S.

200. This increase further ensured that Viptera would disseminate throughout the U.S. corn supply and that it could not— and would not—be channeled away from export markets, such as China, which had not approved MIR162.

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11. *China's Rejection of U.S. Corn*

201. In 2013, China began rejecting shipments of U.S. corn that tested positive for the presence of MIR162.

202. On December 24, 2013, the General Administration of Quality Supervision, Inspection, and Quarantine of China issued a warning notification strengthening the inspection and supervision for the import of GMO feed materials. The December 24 notification indicated that all batches of corn would now be tested at the Chinese ports for MIR162, and that any cargo that tested positive for MIR162 would be returned or destroyed.

203. Before this notification, statements from the seller/exporter that the products were tested and negative for MIR162 were sufficient. The December 24 notification thus substantially altered the conditions for export of U.S. corn into China.

204. It was not possible to ensure a "zero" level of MIR162 in the Chinese testing (i.e., a negative test of a container in the U.S. could still result in a positive test in China).

205. The uncertainty associated with the possibility that a shipment might test positive for MIR162 when tested in China caused Chinese customers to walk away from their contracts for U.S. corn and added a great deal of uncertainty to the market. The market had foreseen these events and not surprisingly, prices for corn and distillers dried grains with solubles ("DDGS") fell.

206. In December 2014, China finally approved MIR162 for importation into China. By then, however, Syngenta had already begun commercializing another unapproved bio-engineered corn trait. U.S. corn exports to China have not yet begun to recover, and this approval is not likely to lessen the impact of Syngenta's conduct and the resulting embargo in the near future, if ever.

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12. *Regulation, Testing, and Deregulation of Event 5307*

207. Despite China's rejection of U.S. corn because of the presence of MIR162, Syngenta nonetheless pressed on with commercialization of yet another GMO corn seed product.

208. On April 22, 2011, just months after Syngenta Seeds released Viptera for the 2011 crop year, Syngenta Biotech filed with APHIS a petition seeking the deregulation of another insect resistant, genetically-modified trait known as Event 5307. Event 5307 was ultimately deregulated by APHIS on January 29, 2013.

209. Between 2005 and 2011, Syngenta Biotech conducted at least 101 field trials of Event 5307 corn under at least 22 notifications made to APHIS under the GMO Regulations at sites in 23 states.

210. At least some of the field trials of Event 5307 included tests of corn stacked with multiple traits, including both Event 5307 and MIR162. Further, on information and belief, field tests conducted under the GMO Regulations of Event 5307, either singly or together with other traits (including MIR162), continued during the period after the filing of the Event 5307 Deregulation Petition and the January 29, 2013 decision to deregulate Event 5307.

211. In its deregulation petition for Event 5307, Syngenta Biotech disclosed that upon deregulation of Event 5307, Syngenta Seeds did not intend to market Event 5307 as a stand-alone product, but intended to combine it with other traits, including MIR162. It also stated that it intended to seek approval of products containing Event 5307 in countries that had functioning regulatory systems and that "Syngenta is also pursuing regulatory approvals for importation of corn commodities and processed goods containing 5307 corn in key export markets for U.S. and Canadian corn" and that applications were currently planned for a number of additional countries, including China. In the discussion of "Adverse Consequences of Introduction," Syngenta Biotech

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stated that an upcoming Environmental Report would discuss a range of issues related to the deregulation of Event 5307 corn, "including any potential direct, indirect or cumulative impacts on ... the economy, either within or outside the U.S." Petition for Determination of Nonregulated Status for Rootworm-Resistant Event 5307 Corn, at 156 (Apr. 22, 2011). (http://www.aphis.usda.gov/biotechnology/petitions_table_pending.shtml).

212. Following approval of Event 5307, Syngenta Seeds announced it would commercialize Duracade for the 2014 crop year, containing both Event 5307 and MIR162, despite the continued lack of approval from China for MIR162 and the fact that Event 5307 also had not been approved.

13. *Commercialization of Duracade Despite MIR162's Continued Disruption of the U.S. Corn Trade*

213. In 2013, China began rejecting shipments of U.S. corn that tested positive for MIR162. Syngenta has, nevertheless, continued its false statements and misrepresentations, as alleged herein, including through its decision to market Duracade in the 2014 crop year.

214. The NGFA has detailed the disastrous results of China's rejection of U.S. corn based on the presence of MIR162:

> This development resulted in a series of trade disruptions – including testing; delays in vessel discharge; and deferrals, diversion and rejections of cargoes – when MIR162 subsequently was detected in U.S. shipments of corn and distillers dried grains with solubles (DDGS). These disruptions effectively shut U.S. corn farmers out of China's feed grain import market, which previously almost exclusively had been supplied by the United States. China subsequently has taken actions to utilize domestic, as well as international alternatives to U.S. corn. For instance, China's imports of U.S. grain sorghum have increased significantly. China also has sourced corn from Ukraine. And most recently, Brazil and Argentina each were granted approval to begin exporting corn to China....
>
> This disruption, tied to positive detections of MIR162 that began in November 2013, has virtually halted U.S. corn trade with China.
>
> . . .

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> USDA currently is projecting Chinese corn imports will reach 22 mmt [million metric tons] by 2023, which if realized would account for nearly half of the projected growth in total world corn trade. However, if the MIR162-related trade disruption continues, other corn exporting nations, such as Ukraine, are capable of replacing the United States as the principal corn exporter to China....
>
> [T]he MIR162-induced trade disruption has resulted in market price loss on unfulfilled export sales, price loss on diverted sales because of the compromised economic negotiating position of U.S. exporters, demurrage costs, and lower market prices for U.S. commodities and products. The total loss for these sectors of the U.S. grain industry is estimated to range from $1 billion to $2.9 billion.

http://ngfa.org/wp-content/uploads/Agrisure-Viptera-MIR-162-Case-Study-An-Economic-Impact-Analysis.pdf.

215. Syngenta nevertheless moved forward with commercialization of Duracade for the 2014 planting season.

216. On January 23, 2014, the NGFA and the NAEGA issued another Joint Statement imploring Syngenta to stop its heedless and irresponsible commercialization:

> On Jan. 22, 2014, the National Grain and Feed Association (NGFA) and North American Export Grain Association (NAEGA) sent a letter to Syngenta asking the company to immediately halt commercialization in the United States of its Agrisure Viptera corn and Agrisure Duracade corn until such time as China and certain other U.S. export markets have granted required regulatory approvals/authorizations.
>
> The NGFA and NAEGA ... are gravely concerned about the serious economic harm to exporters, grain handlers and, ultimately, agricultural producers – as well as the United States' reputation to meet its customers' needs – that has resulted from Syngenta's current approach to stewardship of Viptera. Further, the same concerns now transcend to Syngenta's intended product launch plans for Duracade, which risk repeating and extending the damage. Immediate action is required by Syngenta to halt such damage.
>
> There are numerous negative consequences incurred when the Chinese and other U.S. export markets are put at risk through commercialization of biotechnology-enhanced seeds before approvals for import into foreign markets are obtained. Such consequences may include reducing the value and demand for the U.S. farmers' products, preventing foreign consumer access to much-needed supplies, shutting off or increasing the cost of U.S. producers' access to some export markets for their crops, exposing exporting companies to financial losses because of cargo rejections

> and contract cancellations, and ultimately diminishing the United States' reputation as a reliable, often-preferred supplier of grains, oilseeds and grain products in world markets. Commercialization prior to foreign regulatory approvals also has a negative impact on the overall U.S. corn and other grain value chains, and reduces significantly U.S. agriculture's contribution to global food security and economic growth.
>
> Within the U.S. grain and oilseed handling and marketing system, each purchaser or handler makes its own determination as to whether to accept various commodity crops – including those produced from biotechnology-enhanced seeds. Such a decision likely is driven by customer preferences, infrastructure and operational limitations, regulatory regimes and contractual commitments, as well as meeting regulatory requirements in the respective markets they serve. Given the nature of the U.S. grain marketing system, these business decisions extend to the first point of sale or transfer from the producer.
>
> As a matter of policy, NGFA and NAEGA have communicated consistently, clearly and in good faith with biotechnology providers and seed companies about the importance of biotechnology providers actually obtaining regulatory approvals/authorizations for import in foreign markets before such traits are commercialized in the United States. Individual grain handler, processor, service provider and exporter member companies of our Associations represent further system-wide support and advocacy for this policy.
>
> U.S. farmers, as well as the commercial grain handling and export industry, depend heavily upon the exercise of due corporate responsibility by biotechnology providers with respect to the timing of product launch and commercialization. We therefore seek assurances from Syngenta that it will follow suit by publicly announcing that it will suspend immediately its commercialization of Viptera and Duracade products in the United States until such time as China and other U.S. export markets have granted required regulatory approvals and authorizations.

http://www.ngfa.org/wp-content/uploads/NAEGA-NGFA-Joint-Public-Statement-on-Syngenta-Agrisure-Viptera-and-Duracade-Biotech-Traits-Jan-23-2014.pdf.

217. Syngenta spokesman, Paul Minehart, responded by stating: "Changing our marketing plan in the U.S. now **would have no effect on grain in the system** or Chinese acceptance of corn imports." Reuters, "U.S. Groups urge Syngenta to hold back on GM corn barred by China" (Jan. 23, 2014) (emphasis added).

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218. This pronouncement recognizes that MIR162 has indeed contaminated the U.S. corn supply to an extent that it cannot be undone. This is particularly true given that Syngenta continues to market and sell Duracade in addition to Viptera.

219. In March 2014, in meetings with the NGFA, Syngenta advised that its introductory launch of Duracade would likely extend to 250,000 to 300,000 acres in a launch zone that included portions of each of the ten states that grow the largest amounts of corn. In the same meetings, Syngenta refused to accept responsibility or liability if and when Duracade becomes present in countries that had not approved it. NGFA, Latest News, "Syngenta Provides Additional Details on Plans for 'Introductory launch' of Duracade, Biotech Corn in 2014" (March 7, 2014).

(http://www.ngfa.org/2014/2014/03/07/Syngenta-provides-additional-details-on-plans-for-introductory-launch-of-duracade-biotech-corn-in-2014/).

220. In launching Duracade, Syngenta stated that growers would be required to sign a stewardship agreement requiring the grower to either feed the corn to livestock or poultry on the farm, or deliver it to a grain handling facility, feed mill, feed lot, or ethanol plant not exporting corn or corn co-products to China or the European Union. *See* National Grain and Feed Association Newsletter Vol. 66, No. 5 at 2 (dated March 7, 2014).

221. The version of the stewardship agreement at launch, and referencing Duracade, did not do so. *See* Syngenta Seeds Inc. Stewardship Agreement (Rev. 6/05/2013). This version is, even now, the agreement Syngenta posts on its website. *See*

http://www3.syngenta.com/country/us/en/agriculture/Stewardship/Documents/SyngentaStewardshipAgreement.pdf.

222. Syngenta also did not require planting or harvesting protocols, but only made "recommendations" that the grower: (1) select fields for planting Duracade surrounded by the grower's own corn fields or planted next to a non-corn field; (2) place signs to notify others that

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Duracade was planted in the field; (3) plant buffer rows; (4) clean planters; (5) properly dispose of unused seed and return unopened seed units to the seed provider; (6) separately harvest Duracade; (7) flush the combine; (8) deliver corn containing Duracade to a previously arranged delivery point; (9) store Duracade in a separate bin on the grower's farm; and (10) clean the bin floor.

223. Syngenta officials stated that while Syngenta would apprise growers of such "recommendations," it "declined to incorporate the recommendations into the stewardship agreement because they did not want to dictate such practices to producers." National Grain and Feed Association Newsletter Vol. 66, No. 5 at 2 (March 7, 2014).

224. Syngenta was and is well aware that such measures are minimally necessary to an adequate stewardship program. Yet, Syngenta did not require such measures in connection with either Viptera or Duracade.

225. The NGFA issued a dire forecast of the damage Duracade's premature commercialization would cause:

> For the 2014 planting season, Syngenta has introduced another trait called Agrisure Duracade 5307 (hereafter referred to as 5307) that currently lacks Chinese import approval, potentially prolonging the U.S. loss of the large, growing Chinese feed grain import market....
>
> China is roughly one year into its semi-regular, two-year process of evaluating the authorization of 5307 for import in food, feed and for further processing. Since Chinese authorization of 5307 is not expected for at least another year, China is expected to continue enforcing a zero-tolerance policy for unapproved biotech-enhanced traits in 2014/15, as occurred in marketing year 2013/14 for MIR162. Thus, the commercialization in the United States of 5307 is expected to prolong the economic impact on U.S. corn and other commodities that began in mid-November 2013.
>
> Similarly to 2013/14, when the United States lost access to the Chinese corn import market, the 2014/15 market price impact caused by the presence of 5307 in U.S. commodity exports is expected to extend beyond the corn market and potentially affect other commodities, such as DDGS, soybean meal and soybeans, because of the substitutability of corn for these commodities in domestic feed rations....

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> [A]fter accounting for projected benefits and costs, the net economic impact of the 5307 commercial launch is estimated to result in a loss to the U.S. grain value chain ranging from $1.2 billion to $3.4 billion, with a mid-point estimated net economic loss of $2.3 billion.

http://www.ngfa.org/wp-content/uploads/Agrisure-Duracade-5307-Economic-Impact-Analysis.pdf.

226. In March 2014, Syngenta pulled Duracade from the Canadian market for the 2014 growing season because China and the European Union had not yet approved MIR162.

227. Syngenta said in a notice to Canadian growers: "While the vast majority of the Canadian corn crop is typically directed to domestic markets in North America, some corn may be destined for these markets." Reuters, "Syngenta halts sales of new GMO corn seed in Canada" (Mar. 10, 2014). "Accordingly, we want to ensure the acceptance of any trait technology grown in Canada meets end-market destination requirements." *Id.*

228. As illustrated by the statements of its own representatives and this action, Syngenta knew that China was and is a key corn importer and that responsible management requires that its approval be obtained before commercialization of a bio-engineered corn trait.

229. As further illustrated, Syngenta knows how to withdraw an unapproved GMO trait from the market when it wants to do so.

230. Nevertheless, Syngenta continued to market and sell MIR162 corn in the U.S.

231. Compounding its irresponsibility, Syngenta then decided to commercialize Duracade in 2014, even though it contains MIR162 Event 5307.

232. In September 2014, Syngenta announced 52 new corn hybrids for the 2015 growing season. MIR162 was in 23 new Viptera products and 18 new Duracade products. See "Syngenta Announces 52 New Corn Hybrids for 2015 Season" (Sept. 17, 2014)

(http://www.agprofessional.com/news/Syngenta-announces-52-new-corn-hybrids-for-2015-season-275494841.html).

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233. In December 2014, China finally approved MIR162 for importation into China. By then, however, Syngenta already had begun commercializing yet another GMO corn seed product as discussed above. In addition, China's December 2014 approval is not likely to lessen the impact of Syngenta's conduct anytime soon.

234. Syngenta affirmatively and purposefully engaged in all the actions and inactions described above to increase its own profits, ignoring the tremendous risks its profit-driven strategy imposed on U.S. corn Producers and Non-Producers.

235. Syngenta knew, or should have known, before its commercialization of Viptera and at all times since then of the high likelihood that Viptera would contaminate the U.S. corn supply and that channeling in the circumstance of its clearly inadequate "stewardship" program would not work. It was inevitable that Viptera corn would move into export channels, including China, and cause trade disruption, as Syngenta well knew.

236. Syngenta's acts and omissions have resulted in, and will continue to result in, the pervasive contamination of the U.S. corn supply, including fields, grain elevators and other facilities of storage and transport, causing physical harm to Producers' and Non-Producers' corn, equipment, storage facilities, and land.

237. The likelihood that Viptera—and Duracade—would (and will continue to) contaminate the U.S. corn supply was readily foreseeable to, and indeed foreseen by, Syngenta, as was the harm to Producers and Non-Producers, whom Syngenta describes as among its stakeholders "affected by" Syngenta's business.

238. Syngenta had the right and ability to control the timing, size, and geographic scope of its commercialization of Viptera and Duracade, as well as the extent to which adequate containment measures would be required of its customers. Syngenta also could have instituted

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channeling measures but did not. Syngenta also ignored repeated warnings from stakeholders and misrepresented and concealed material information, all to further its own profit.

239. Syngenta did not simply fail to take precautions against foreseen and foreseeable harm. Syngenta acted affirmatively to create such harm.

240. Syngenta's conduct has directly caused and contributed to cause significant economic harm to Producers and Non-Producers, as explained below.

14. *Economic Impact*

241. The characteristics of the world corn market have important implications for understanding the market price impact of the Chinese MIR162 ban on corn from the U.S. Those include:

a. Corn is the most widely used feed grain in the world.

b. The U.S. is by far the largest producer and exporter of corn.

c. Before the import ban, virtually all of China's corn imports were from the U.S.

d. Before the import ban, China was the third largest market for U.S. corn exports.

e. The latest USDA agricultural trade projections placed China as becoming the world's largest importer of corn by 2020.

f. The import ban virtually halted U.S. corn sales to China indefinitely.

g. The world price of corn is established in Chicago, and the loss of a key market for the U.S. put downward pressure on the world price that reverberated to farmgate prices throughout the U.S.

h. Corn is a commodity and a relatively small change in the global volume of trade in a commodity market like corn will have a magnified price impact.

i. An exporter's reputational loss in an agricultural commodity market due to an event like a GMO contamination can persist for many

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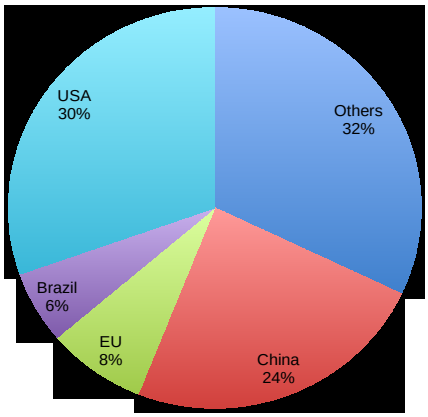
years. Once an exporter has lost a foreign market, it is difficult to get it back.

15. *Global Corn Market*

242. World corn production totaled 983.3 million metric tons (mmt) in 2013/14 (about 38.7 billion bushels). This supply was concentrated in a relatively small number of countries. The world's largest corn producers are the U.S. with about 36% of global production in 2013/14; China (about 22% of production); Brazil (8%), and the EU (7%).

243. Global usage of corn has expanded by about 37% in the last decade, due to rising population and incomes, and increased urbanization with its associated changing dietary patterns. Feed usage accounts for about 58% of total global corn use, industrial use 27%, and food 11%. The pie chart below shows corn consumption by region.

World Corn Consumption By Region



Source: International Grains Council

244. At the end of each crop year, corn inventories are carried forward in case of a short harvest. The U.S. and China are the largest holders of corn inventories. At the end of 2013/14, these two countries held 70% of the 176 mmt of global stocks.

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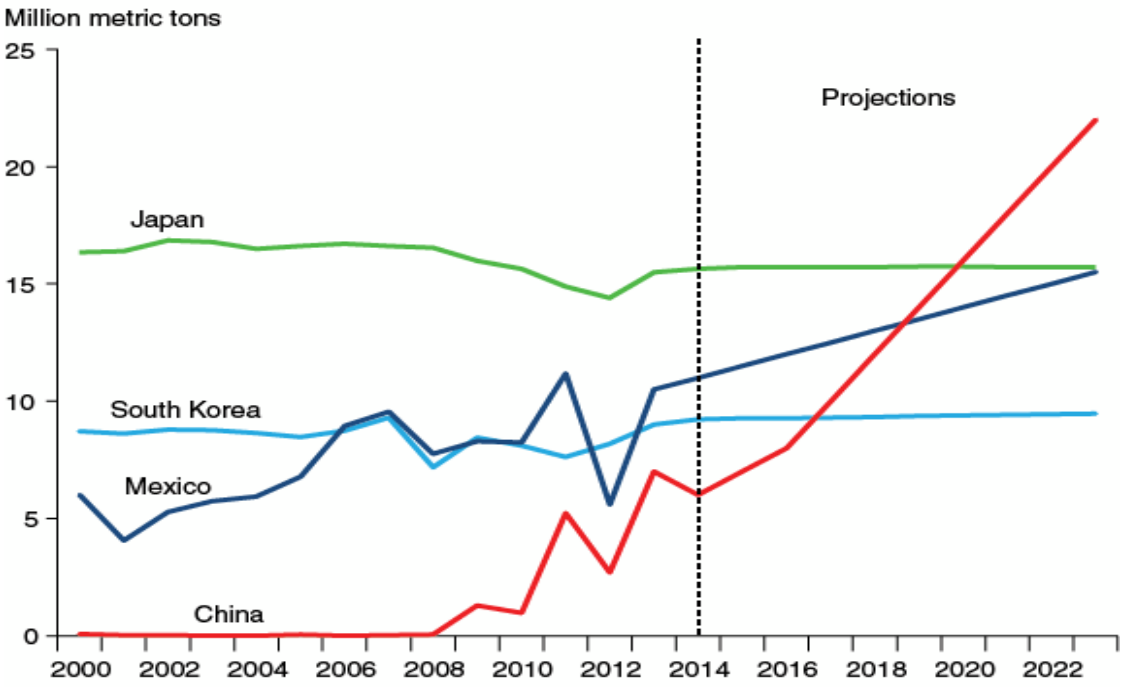
245. Total world corn trade is about 100 to 120 mmt per year. Before the MIR162 ban, China was importing about 4% of global corn sales. That amount was projected by the USDA to increase substantially by 2020, when the USDA projects that China will be the world's largest importer of corn at 16 million metric tons.

China expected to become largest global corn importer



Source: USDA Production, Supply and Distribution database and projections.

246. The U.S. is the dominant exporter of corn. The big exporters include the U.S. (36% of world trade), Brazil (20% of exports), the Ukraine (17%), and Argentina (10%). These four countries alone account for over 82% of global exports.

Table: Major Corn Exporters: July 2013/ June 2014

Exporting Country	**U.S.**	**Brazil**	**Ukraine**	**Argentina**	**Others**	**Total**
Exports (million metric tons)	42.8	23.5	19.9	12.0	21.8	120.0

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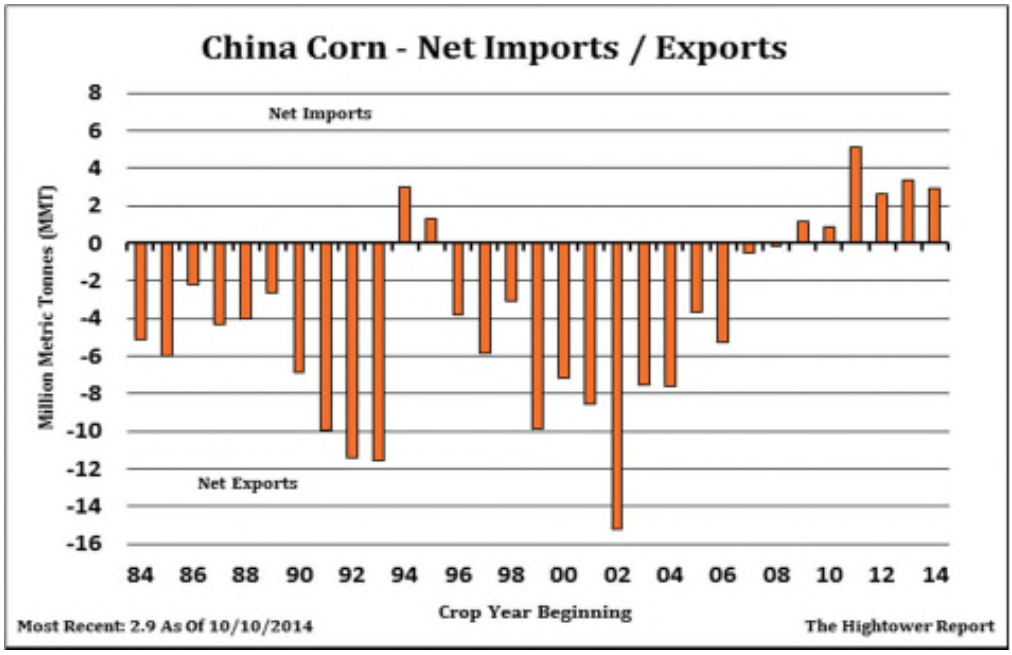
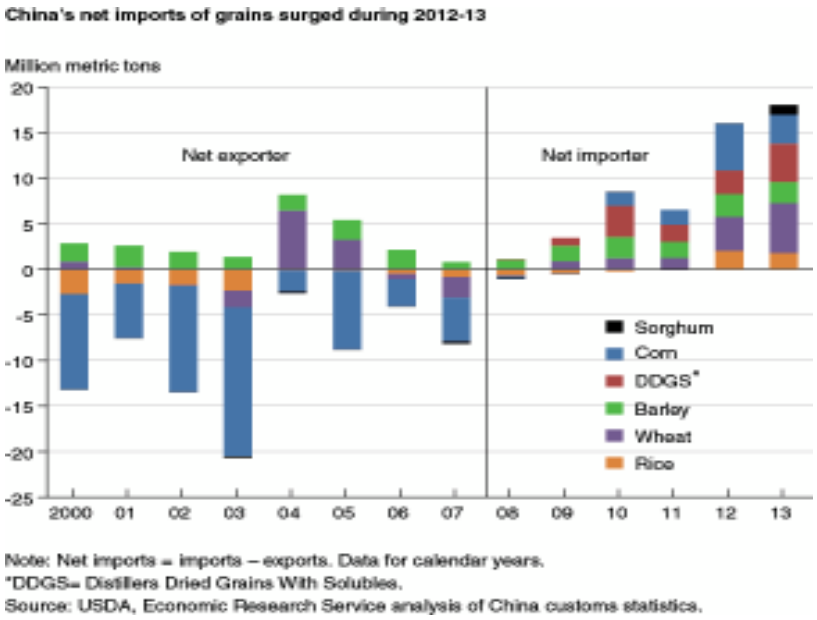
Exports (million bushels)	1,685	925	783	472	858	4,724

Source: International Grains Council

247. China flipped from being a significant net corn exporter (as well as all grains) to a net corn importer in 2009/2010.

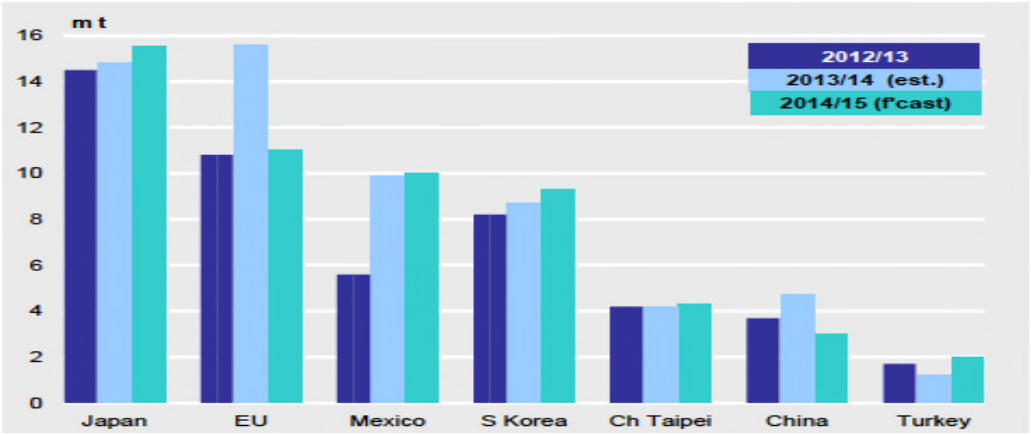


248. As the chart below shows, China turned from a net exporter to a net importer of grains collectively in 2008. Imports of grains (including corn) surged during the 2012-13 time period, reaching 18 mmt. Most of this grain originated from the U.S.



249. The import side of the international trade equation is more diverse, with the major importers including the EU, Japan, Mexico, South Korea, Chinese Taipei, China, and Turkey (together accounting for 55% of imports in 2013/14). This leaves 45% of the corn imports destined for a large number of small importers.

Major Corn Importers



Source: International Grains Council.

250. In its annual long-term grain trade projections, released in February 2014, the USDA projected that China's corn imports would grow from 2.7 mmt in 2012/13 to 22 mmt in

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2023/24. China is by far the largest potential growth market for U.S. corn. These projections place China as the largest corn importer in the world by 2020.

16. *U.S. Corn Market*

251. Corn is the largest crop in the U.S. by both value of production and planted acres. In the 2013/14 September-August fiscal year, U.S. Producers produced about 13.9 billion bushels of corn, worth more than $60 billion. Corn is used for livestock feed (37% of 2013/14 crop), food, alcohol and industrial usage (46% of the 2013/14 crop), and exports (14% of the 2013/14 crop). USDA, Economic Research Service, Feedgrains Yearbook, Table 4 (http://www.ers.usda.gov/data-products/feed-grains-database.aspx#.VEJk-SiwRzo).

252. Corn production in the U.S. is concentrated in the neighboring Midwestern states comprising the "corn belt," where soil and climatic conditions are highly conducive to growing corn.[1] About 95.4 million acres of corn were planted in the U.S. in the September-August 2013/14 marketing year.

253. The U.S. corn marketing system is predominantly commodity-based. Corn grown by farmers is harvested, gathered, commingled, consolidated, and otherwise shipped from thousands of farms to local, regional, and/or terminal distribution centers. From there, it is often transported by exporters to foreign countries.

254. Grain elevators are facilities at which grains are received, stored, and then distributed for direct use, process manufacturing, or export. They can be generally referred to as either "country," "subterminal," or "terminal" elevators.

255. "Country elevators" are a linchpin of the U.S. commodity grain handling and marketing system. Country elevators are smaller elevators that receive grain by truck directly from

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local farms during the harvest season. In addition to providing grain storage and drying services to farmers, country elevators buy individual loads of grain from local farmers for cash. A country elevator then will sell the grain it has purchased and stored in volume to subterminal or terminal grain elevators for further movement in the commodity corn supply chain.

256. Grain elevators thus play a crucial role in agriculture. According to the USDA, there were 8,783 off-farm storage facilities in the U.S. as of January 2014. Iowa had the highest number of facilities with 900; Illinois came in second with 850 facilities. *See* USDA National Agricultural Statistics Service (Grain Stocks January 2014).

257. Corn prices throughout the U.S. are tied to the Chicago Board of Trade Futures (CBOT) price through the "basis" (defined as the futures price minus the local cash price). The U.S. corn market is spatially integrated and informationally efficient. Basis levels for spatially separated markets are also closely linked. Events like trade disruptions that affect the CBOT corn prices directly affect the price that U.S. corn farmers receive for their corn.

258. Grain elevators test and grade corn for weight, moisture content, and foreign materials. Grain elevators are not equipped to test and segregate corn for genetic traits due to the costs associated with such a time-consuming process. Many grain elevators are not equipped to test for the MIR162 trait in corn.

259. The terminal grain elevator receives grain via rail or truck. Terminal grain elevators have the capacity to hold larger quantities of corn, with some holding several million bushels of grain. After receiving the grain, terminal operators sell large shipments to manufacturers or continue to store the grain for later sale to domestic and foreign buyers.

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[1] The top ten producing states are Iowa, Illinois, Nebraska, Minnesota, Indiana, South Dakota, Wisconsin, Kansas, Ohio, and Missouri.

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260. Some corn is sold for manufacture into corn ethanol. Ethanol manufacture results in a corn by-product known as DDGS. DDGS from the ethanol industry is commonly sold as a high protein livestock feed. In the U.S., DDGS is packed and traded as a commodity product.

261. Corn and processed grain from terminal elevators are transported by truck, rail, and/or ship to their final destination. Exporters may load the products themselves, or may contract with others for hauling and/or loading/transfer services. Corn bound for China is typically loaded into shipping containers and shipped by rail either to the West Coast or New Orleans, where the containers are loaded onto ships. Large exporters may deal in entire vessels loaded with corn, while smaller exporters ship containers of these products on container ships that may carry containers of other products, or from other exporters, as well.

262. Once the corn or DDGS arrives in China, it must be cleared for import before the counter-party who has purchased the product may take delivery.

263. Thus, the commodity supply chain for corn bound for China may involve country elevators, sub-terminal elevators, terminal elevators, truckers and other haulers, loaders and transport companies, and exporters who ship the product to China.

264. Elevators both own and store corn for sale further down the supply chain.

265. Similarly, exporters may purchase and sell corn and DDGS, or may expect these products under a variety of consignment agreements. They have incurred injury due to the loss of the Chinese export market under either arrangement.

17. *China's Corn Market*

266. China has emerged as a large player in the global market for agricultural products. As of 2012, it was the fourth largest exporter and second largest importer of agricultural products in the world according to World Trade Organization trade statistics. Its import growth has been

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driven by a shift in its domestic production mix and changing consumer diets with rising incomes and urbanization. The changing diets have especially driven strong demand growth for meat (mainly pork and chicken), which requires a large supply of feed grains including corn and soybeans.

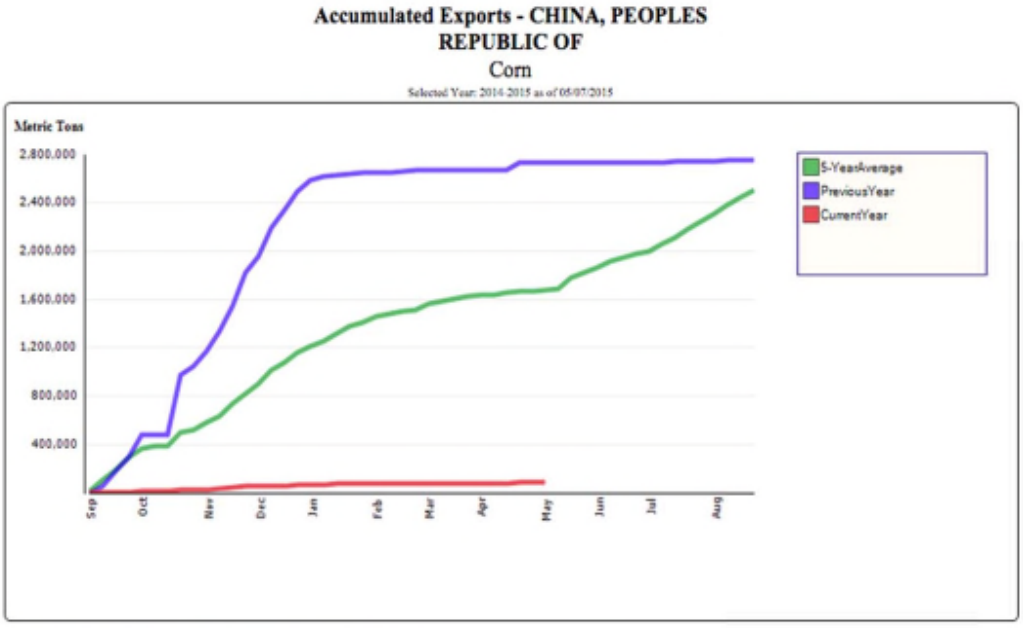
267. China is now the largest foreign market for U.S. agricultural products. The USDA reports that U.S. agricultural exports to China have almost doubled in the last five years, totaling $28 billion in fiscal October 2013-September 2014. USDA, Outlook for U.S. Agricultural Trade, AES-83 (Aug. 28, 2014).

268. Before China banned the import of U.S. corn, the top three U.S. agricultural exports to China (in order of importance) were soybeans, cotton, and corn, based on value of trade. In 2013, China started turning back cargoes containing Syngenta's MIR162 corn. While MIR162 is now approved, Event 5307 is not.

269. U.S. corn exports to China reached 5.146 mmt in 2011/12 (approximately 13% of U.S. exports that September-August marketing year) and were 2.39 mmt in 2012/13–still about 13% of exports (lower export volume due to the big U.S. drought). By contrast, due to China's import ban of U.S. corn, the absolute volume of U.S. corn exports to China in 2013/14 was not much higher than the drought year and fell to less than 6% of exports.

270. If the current trend that began in 2013 continues, U.S. corn exports to China in the future will be negligible.

271. The following graph shows the dramatic difference in accumulated U.S. exports to China after the MIR162 ban, taking into account seasonal variations in export quantities:



5/15/2015 Source: USDA/FAS/Export Sales Reporting

272. If the China market continues to deny access to U.S. corn imports, the losses will be even more significant. As the following quote explains, China was expected to be a very rapidly growing import market for corn:

> China's corn imports are projected to rise steadily and reach 22 million tons by 2023/24. China's strengthening domestic demand for corn is driven by structural change and growth in its livestock sectors, as well as by rising industrial use. The increase in China's imports accounts for nearly half of the projected growth in world corn trade. USDA Long-Term Projections at p.20 (February 2014).

USDA Agricultural Projections to 2023, www.usda.gov/oce/commodity/projections/.

273. For fiscal year 2013/2014 China was expected to import 7 mmt of corn and 6 mmt in 2014/15. Since the news of the rejected cargoes surfaced, USDA analysts have lowered projections of China's total annual imports from 7 to 3.5 mmt in 2013/14 and from 6 to 3 mmt for 2014/15. These projections obviously reflect the assumption that U.S. corn trade with China will

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begin again sometime in 2014/15. The damage to the U.S. corn market and the prices U.S. corn Producers and Non-Producers receive for their corn likely will be long lasting.

274. China replaced inports from the U.S. with has increased imports from the Ukraine; and reportedly small shipments from Brazil and Argentina. In other words, the U.S. is already beginning to lose China as an important corn export market, and it will be difficult to get it back.

18. *GMOs in China*

275. China imports more biotech soybeans than any other country. The vast majority of China's soybean imports are biotech varieties, even though biotech soybeans (and corn) are not commercially grown in China. China imports soybeans primarily from the U.S., Brazil, and Argentina.

276. China has approved five-biotech crops for importation – canola, cotton, corn, soybeans, and sugar beets. Approximately 15 different corn biotech products have been approved by China, including "events" developed by Monsanto, Syngenta, Bayer, and DuPont. The number of approved soybean products is approximately eight and there are six cotton and seven canola products. Only one sugar beet product has been approved.

277. China started testing and rejecting cargoes of U.S. corn in 2013.

278. By mid-December 2013, China had rejected U.S. corn shipments of 545,000 metric tons. *See* http://www.reuters.com/article/2013/12/20/china-corn- idUSL3N0JZ0EZ20131220.

279. Beginning in July 2014, China's General Administration of Quality Supervision, Inspection, and Quarantine announced that it would require official government certification from the point of origin that shipments of DDGS are free of MIR162. China's rejection of U.S. DDGS due to the presence of MIR162 hurt the price of U.S. corn.

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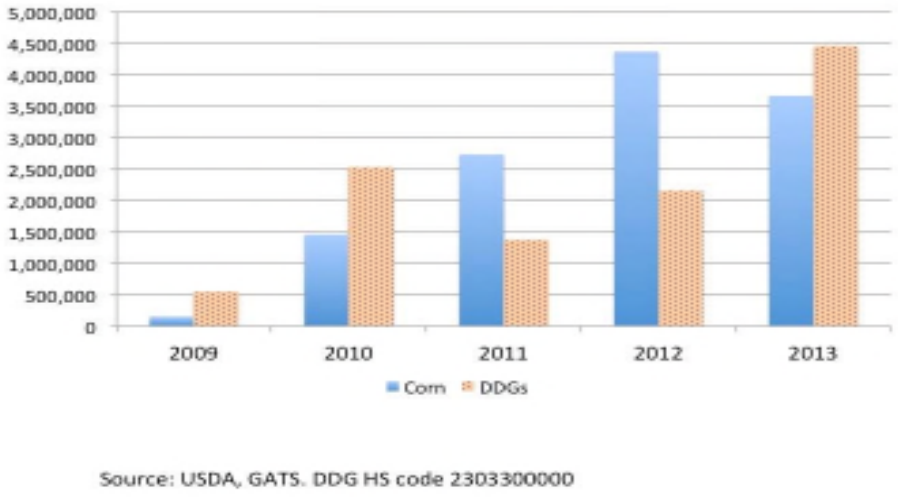
19. *DDGS Trade*

280. U.S. DDGS exports to China totaled 2.16 mmt in calendar year 2012 and 4.45 mmt in calendar year 2013. DDGS trade has been hit hard recently but the extent of the impact on corn prices may not show up in the trade data yet.

U.S. Exports of Corn and DDGS to China: 2009-2013 (calendar years)



Source: USDA, GATS. DDG HS code 2303300000

281. China was by far the largest market for U.S. DDGS exports accounting for approximately 50% of all exports. The U.S. exports over 20% of annual DDGS production. http://www.extension.iastate.edu/agdm/crops/outlook/dgsbalancesheet.pdf.

282. The loss of the large Chinese market for DDGS displaces corn in the U.S. domestic market, pushing corn prices down further.

283. The impact of the loss of the Chinese market for corn and corn products to U.S. corn Producers and Non-Producers likely will be long lasting. The MIR162 incident has similarities to other international GMO contamination incidents, which have had long-lasting market effects. For instance, more than eight years after the 2006 Bayer Crop Science's Liberty Link contamination of the U.S. long-grain rice supply, exports to Europe have yet to recover. Before the 2006 marketing year, the EU-27 procured approximately 25% of its rice imports from

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the U.S. Immediately after the contamination event, the EU blocked imports of any new commercial U.S. long-grain rice imports. In fact, U.S. long grain rice farmers lost one of their most important markets, and they have yet to get it back despite considerable effort and expense. Recently, an official delegation from the U.S. rice industry visited countries in the EU (such as Germany and the United Kingdom) where they held discussions focused on the re-introduction of U.S. rice into this important market. After this visit, the USA Rice Federation reported that market re-entry faces significant hurdles:

> The U.S. has a superior product and the industry has successfully addressed environmental and social concerns of this market, but it's clear we have more work to do before our German customers return to us," said Keith Glover, president and CEO of Producers Rice Mill and chairman of USA Rice's World Market Price committee. USA Rice Federation, *USA Rice Daily* (Oct. 14, 2014).

284. In commodity markets like corn, a relatively small change in trade volume can have a significant impact on price. One of the prime examples of the operation of this basic law of economics occurred in 1973, when Middle Eastern oil producers (Iran and Arab members of OPEC) cut off exports to the U.S. to protest American military support for Israel. Even though imports from this region accounted for only about 10% of the U.S. oil supply, petroleum prices quadrupled in response to the export embargo and there were long lines for gasoline at filling stations.

285. Another more recent example of inelastic demand at work is evident from the world coffee market. Brazil produces about 35% of the world's coffee and is unfortunately in the middle of a drought that is affecting both the 2014 and 2015 coffee harvests in that country. In 2014, the Brazilian coffee harvest was down about 13% and this doubled the price of coffee. World coffee production is about 150 million bags per year, and as the following quote from the *Financial Times* indicates, a 10 million bag swing in Brazil's production over a two-year period

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(about a 3.5% change in production) can mean the difference in coffee prices ranging between $3 and $1.50 per pound:

> Brazil is the largest coffee producer in the world, accounting for about 35 per cent of all output. Industry consensus around the 2014 Brazilian harvest seems to have settled at about 48m 60kg bags, down from the previous year's 54-55m, but the 2015 forecasts have ranged widely between 40m and 53m bags. Estimates for the cumulative Brazil supply 2014 and 2015 combined, range from 92m to 102m bags, which is the difference between $3.00 and $1.50 per pound of coffee. *Financial Times* (Sept. 17, 2014).

286. Based on the same economic logic, the *Wall Street Journal* reasoned that the loss of the Chinese corn market to the U.S. industry over MIR162 will have an important impact on the U.S. corn price, even though that market represented only about 12% of U.S. exports: "Exports account for only about 12% of the U.S. corn crop, but China's rapid growth gives the country an outsize influence over prices." *Wall Street Journal*, U.S. Corn Exports to China Dry Up Over GMO Concerns (Apr. 11, 2014).

287. In the U.S. corn market, both domestic demand and supply curves are relatively inelastic, especially in the short run. Elasticity measures the degree of responsiveness in supply or demand to price changes. If both the supply and demand curves are inelastic, then for each curve it will take a relatively large change in price to effect a change in quantity demanded or supplied. This is shown in the left panel of the diagram below, where the U.S. domestic demand for corn is represented as schedule US_D and the domestic supply is labeled as US_S. Both of these curves are inelastic as drawn. The horizontal difference between the supply (US_S) and demand (US_D) at world price (P_{US}) is the amount of corn exported.

288. The right hand panel of the diagram shows the market for U.S. corn exports. The U.S. export supply curve shown to the world market is labeled as US_{ES}. This curve is based on the U.S. domestic supply and demand curves in the left hand panel. For any price above the point

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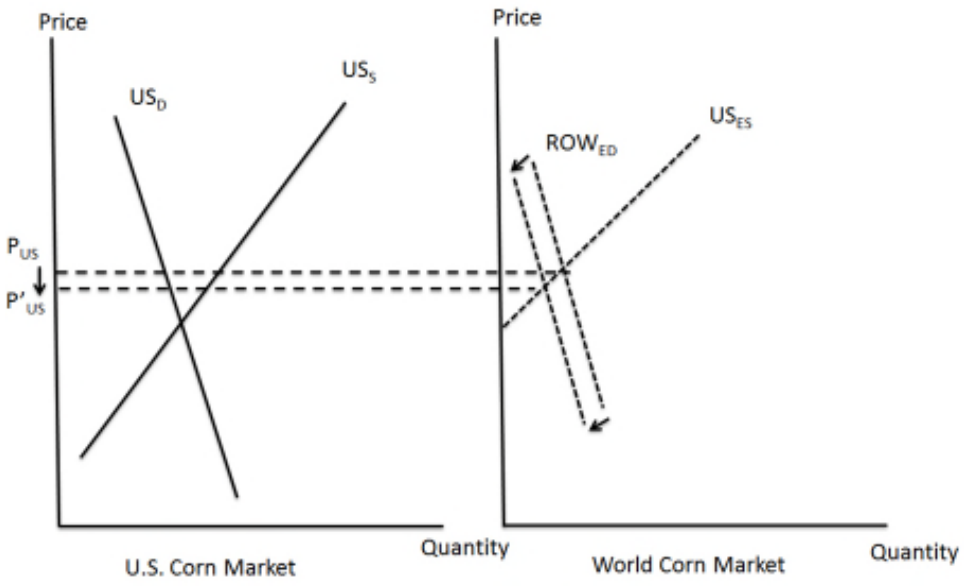
where US_D and US_S intersect in the left-hand panel, there is excess domestic corn that is supplied to the world market according to the schedule US_{ES} in the right hand panel. The world demand for U.S. corn is shown by the curve ROW_{ED} in the right hand panel. This includes demand from China. Following the MIR162 ban the ROW_{ED} curve shifts left as shown by the arrows in the right hand panel. An inward shift of the global demand for U.S. corn reduces exports from the U.S. The intersection of the shrunken ROW_{ED} curve and US_S determines the volume of trade after the MIR162 ban. U.S. corn exports are reduced by a fixed volume due to a foreign market closing, and the U.S. price falls to P'_{US}. The drop in price is relatively large, even if the shrinkage in exports is a small share of production, because the price must fall to clear a market in which supply and demand are inelastic.



289. Under the bedrock economic law of supply and demand, for an exportable good, when there is less foreign demand for a product, particularly one with relatively inelastic demand and supply curves, the price is lower than it otherwise would be.

290. As a result, all U.S. corn Producers received a lower price for their corn than they would have received if China's imports of U.S. corn had not effectively stopped.

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291. These effects are likely to continue in the future, both because Chinese purchasers may not necessarily return to former U.S. suppliers even though MIR162 is now approved, and also because the presence of Event 5307 in Syngenta's Duracade corn may cause contamination similar to the contamination caused by MIR162 alone.

20. *Losses Suffered by Non-Producers*

292. Producers were not the only ones to suffer the impact of lost sales, or sales at lower prices than they would have received if China's imports of U.S. corn had not effectively stopped. Grain elevators, which buy from farmers and re-sell further down the supply chain, similarly suffered losses from the drop in corn prices, as well as reduced volumes and reduced margins. And, to the extent that exporters have purchased corn or DDGS for re-sale in the export market, they also suffered losses when the price of corn and DDGS fell.

293. When the price of corn and DDGS drops, and those products cannot be exported to China, there is far less need for the services of those who process, haul, or otherwise transport those products. Thus, transporters for the export trade have seen their business decimated with the evaporation of Chinese exports.

294. Exporters have also been hit hard. They have suffered from reduced shipments and canceled or rescinded export contracts as well as delayed payments on stalled deliveries to China. With respect to shipments held in Chinese ports, exporters have incurred huge costs for storage, moving, late customs clearance, customs checking, import taxes, and diversion fees. Delays in payment on shipments to China further affected the credit of exporters and thus impaired their ability to divert their corn or DDGS to other markets.

295. Many companies seeking to import U.S. corn and DDGS who accepted shipments that later tested positive for MIR162 have been forced to default on contracts to purchase

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additional quantities of U.S. corn and DDGS because they are no longer able to obtain import permits. They are also unable to enter into new contracts. This has seriously affected the business of exporters.

296. These effects are likely to continue in the future, both because Chinese purchasers may not necessarily return to former U.S. suppliers even though MIR162 is now approved and because the presence of Event 5307 in Syngenta's Duracade corn may cause contamination similar to the contamination caused by MIR162 alone.

21. Harm to Milo and Soybean Prices

297. Sorghum, also called milo, is a high energy, drought tolerant crop used most often for animal feed and ethanol production. The "milo belt" runs from South Dakota to southern Texas, and includes Kansas, Missouri, Arkansas, Texas, Oklahoma, Colorado, Nebraska, South Dakota, Illinois, Louisiana, Mississippi, and New Mexico. Texas and Kansas account for two-thirds of the nation's planted acres of milo. Over the last five years, planted acreage ranged from 5.3 million to over 8 million acres. Milo is not listed on the Chicago Board of Trade; instead, the cash price farmers receive for milo is set by the CBOT futures price for corn. Thus, there is a direct relationship between the price of corn and the set price of milo. When the Chinese ban depressed the price of corn, it simultaneously depressed the price of milo.

298. Soybeans are a substitute crop for corn. When corn prices are high, the demand for soybeans increases because the soybean prices are set lower than corn. Soybeans and milo are parallel markets to corn because both markets derive their demand from the corn market. Under the basic laws of supply and demand, when there is less demand for a product, the price is lower than it otherwise would be. With the influx of rejected corn back into the U.S. market, the corn supply in the U.S. increased, causing lower corn prices. With corn cheaper, sales of milo and

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soybeans dropped because of the substitutability of corn for these commodities in domestic feed rations. Soybean farmers received less money for their soybeans due to the sudden drop in corn prices because purchasers bought cheaper corn rather than the soybeans.

299. Milo and Soybean Plaintiffs have been damaged by Syngenta's material misrepresentations as alleged throughout this Complaint. Milo and Soybean Plaintiffs were injured by the negative market price impact, which resulted in lower revenues and profits. Milo Plaintiffs and Soybean Plaintiffs seek compensation for the losses suffered as a result of Syngenta's irresponsible conduct.

I. Causes of Action

Count 1 – Negligence
(On Behalf of Minnesota, or All, Plaintiffs)

300. Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

301. Syngenta owed a duty to Plaintiffs to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

302. Syngenta breached its duties by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that planting Viptera would lead to the loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

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g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

303. Syngenta's negligence is a direct and proximate cause of the injuries and damages sustained by Plaintiffs.

304. Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 2 – Tortious Interference
(On Behalf of Minnesota, or All, Plaintiffs)

305. Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

306. Plaintiffs had a business relationship with customers such as grain elevators and exporters to whom they sold their corn. This business relationship was recorded by contracts, invoices, receipts, and other documents demonstrating a consistent course of sales.

307. Plaintiffs had a reasonable expectation of economic gain as a result of these relationships and reasonably expected to continue selling corn to such customers in the future.

308. Syngenta knew that Plaintiffs had business relationships in the chain of crop export and sales. Syngenta knew that Plaintiffs expected such relationships to continue in the future.

309. Despite such knowledge, Syngenta made representations that deceived Plaintiffs about whether customers would accept Viptera and Duracade corn or corn contaminated with MIR162.

310. Syngenta interfered with these prospective future business relationships by prematurely releasing Viptera and Duracade corn into the U.S. market knowing that it would lead to contamination of all U.S. corn shipments. This conduct prevented U.S. corn from being sold to certain export markets, including China, which had not granted approval for purchase or consumption of Viptera and Duracade corn.

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311. Syngenta's conduct thus prevented the export of U.S. corn to China, causing depressed prices for Producers and Non-Producers. As a result, Plaintiffs were unable to sell corn at the price they reasonably expected to receive and would have received but for Syngenta's conduct. Plaintiffs, therefore, have been damaged as a result of Syngenta's interference.

312. Plaintiffs were damaged by Syngenta's conduct, including but not limited to suffering consequential damages from depressed prices for the sale of their corn.

313. As a direct and proximate result of Syngenta's conduct, Plaintiffs have been injured and have suffered financial loss in excess of $50,000, for which damages and other relief as may be available at law or equity are warranted.

Count 3 - Minn. Stat §§ 325D.13 and 325D.15
(On Behalf of Minnesota, or All, Plaintiffs)

314. Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

315. Syngenta made false or misleading statements regarding MIR162 and its impact on export markets for U.S. corn, including China, and corn prices.

316. Syngenta's representations, statements, and commentary have been largely disseminated and included:

a. To APHIS and the public, including stakeholders interested in the MIR162 Deregulation Petition, that deregulation of MIR162 should not cause an adverse impact on export markets for U.S. corn, that Syngenta would communicate the stewardship requirements "using a wide ranging grower education program," and that at the time the MIR162 Deregulation Petition was submitted to APHIS, regulatory filings were in progress in China;

b. To APHIS and the public, that MIR162 could and would be channeled away from markets that had not yet approved MIR162;

c. To the press and to investment analysts on quarterly conference calls;

d. Through statements in marketing materials published on the Internet such as its "Plant With Confidence" fact sheet; and

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e. Through other statements indicating that approval from China for MIR162 corn was expected at times when Syngenta knew it was not.

317. In addition, Syngenta stated in 2007 that its regulatory filings with China were "in process" when it did not actually file for Chinese approval until 2010.

318. Syngenta made numerous misrepresentations pertaining to the status of China's import approval for MIR162. Among others, and as more fully set forth above, during the summer of 2011, Syngenta represented to stakeholders, including Plaintiffs (to encourage further sales, planting, and harvesting of MIR162), that it would receive China's approval in March 2012. Syngenta continued making this misrepresentation throughout the planting and harvesting season in 2011 and into 2012. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process and its own status within that process for MIR162, Syngenta knew this representation was false and/or made this representation recklessly and willfully without regard to its consequences.

319. In addition to these false and misleading statements, Syngenta failed to disclose, and actively suppressed and concealed, that approval from China was not reasonably likely to occur (at least) for the 2011 and 2012 growing seasons and that purchase and planting of Viptera created at least a substantial risk of loss of the Chinese market.

320. Syngenta also has at all times made false and misleading statements regarding the ability to channel MIR162 corn, as well as the state and effectiveness of its supposed stewardship generally and in regard to MIR162.

321. Syngenta also failed to disclose, and actively suppressed and concealed, that there was not (and would not be) an effective system in place for isolating or channeling Viptera or Duracade.

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322. As a developer of genetically modified products, Syngenta has special knowledge of regulatory matters and facts pertaining to the content and status of its application for foreign approvals to which Plaintiffs do not have access.

323. Syngenta also has special knowledge regarding the systems it did and did not institute for isolating and channeling its genetically modified products, including Viptera and Duracade, which was not available to Plaintiffs.

324. Syngenta knew but failed to disclose, suppressed, and concealed that systems were not in place to isolate or effectively channel Viptera and Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera or Duracade would disseminate throughout the U.S. corn supply and into export markets, including China, which had not approved import, causing market disruption.

325. Syngenta also knew but failed to disclose, suppressed, and concealed, at minimum, in 2010-2011 that it would not have import approval from China by the 2011 crop year and in 2011-2012 that it would not have import approval from China by the 2012 crop year, and failed to disclose that China was a significant and growing import market. Syngenta further failed to disclose at all relevant times the insufficiency of its approval request to China, and that it sought approval to cultivate MIR162 in China, both of which Syngenta knew would cause delay in China's approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place for isolating or channeling Viptera or Duracade and the very high likelihood that MIR162 would move into export channels where it was not approved, causing market disruption.

326. Syngenta engaged in these deceptions to sell and increase its sales of Viptera and Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more

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likely it would be that Viptera and Duracade would disseminate into the U.S. corn supply and Plaintiffs would be harmed.

327. Syngenta knew that Plaintiffs are affected by its business and depend on it for responsible commercialization practices.

328. For all these reasons, Syngenta had a duty to disclose the truth – that import approval from China (a key market) was not imminent or indeed anticipated for (at least) the 2011 and 2012 growing seasons, that there was not an effective system in place to channel Viptera and Duracade away from China (or other foreign markets) from which it did not have approval, and that commercializing Viptera (and later Duracade) without Chinese import approval or an effective channeling system created a substantial risk of loss of the Chinese market and/or prolonging the loss of that market.

329. In addition, Syngenta made numerous misrepresentations to the effect that approval from China was on track and/or would be received during time periods when Syngenta knew it was not, and that Viptera and Duracade could, and would, be channeled away from markets for which approval had not been obtained. Syngenta had a duty to prevent words it communicated from misleading others.

330. Syngenta's misrepresentations and omissions were made intentionally or recklessly.

331. Syngenta, in connection with the sale of merchandise – Viptera and Duracade – knowingly misrepresented, directly or indirectly, the true quality of that merchandise in violation of Minn. Stat. § 325D.13.

332. Syngenta's violations of Sections 325D.13 proximately caused harm to Plaintiffs.

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333. Pursuant to Minn. Stat. § 325D.15, Plaintiffs are entitled to compensatory damages for Syngenta's violations of Minn. Stat. § 325D.13.

334. Plaintiffs are entitled to compensatory damages. *See* Minn. Stat. § 325D.15.

Count 4 - Strict Liability-Failure to Instruct and/or Warn
(On Behalf of Minnesota, or All, Plaintiffs)

335. Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

336. Syngenta has in the past and continues to manufacture, sell, and otherwise distribute corn seed containing MIR162.

337. Syngenta sold Viptera and Duracade into the stream of commerce by selling it to farmers.

338. Viptera and Duracade was used as intended.

339. Viptera and Duracade was used in a manner Syngenta could have reasonably anticipated.

340. Syngenta is strictly liable to Plaintiffs as a result of its failure to warn about the dangers of Viptera and Duracade.

341. Syngenta knew, or had reason to know, of the dangers associated with corn seed containing MIR162.

342. Syngenta had a duty to warn and/or instruct Plaintiffs.

343. Syngenta did not give adequate warning of the danger of Viptera and/or Duracade; nor did Syngenta give adequate instructions as to the use of Viptera and/or Duracade.

344. Plaintiffs suffered injury and damages as a direct and proximate result of Syngenta's failure to provide an adequate warning and/or instructions regarding the dangers of Viptera and Duracade.

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345. Thus, Syngenta knew, or should have known, that its conduct would result in injuries to Plaintiffs.

346. Nevertheless, Syngenta continued such conduct in reckless disregard of or conscious indifference to those consequences.

347. As a direct and proximate result of the foregoing, Plaintiffs have been injured and suffered financial loss for which damages, injunctive, declaratory and other relief as may be available at law or equity is warranted.

Count 5 - Negligence
(On Behalf of Alabama Plaintiffs)

348. Alabama Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

349. Syngenta owed its stakeholders, including the Alabama Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

350. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

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351. Syngenta's negligence directly and proximately caused harm to Alabama Plaintiffs.

352. Alabama Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 6 – Tortious Interference
(On Behalf of Alabama Plaintiffs)

353. Alabama Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

354. Alabama Plaintiffs had business relationships and a reasonable expectancy of continued relationships with purchasers of corn.

355. Syngenta had knowledge of such expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the expectancy existed.

356. Syngenta induced or caused a disruption of that expectancy without justification or privilege.

357. Syngenta's conduct was intentional, improper, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Alabama Plaintiffs' fields, storage units, equipment, grain elevators, and other facilities of the U.S. supply chain, constituting a trespass and interference with Alabama Plaintiffs' use of their property and in violation of Syngenta's duty of care.

358. Syngenta's interference has proximately caused damage to Alabama Plaintiffs.

359. Alabama Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 7 – Negligence
(On Behalf of Alaska Plaintiffs)

360. Alaska Plaintiffs incorporate by reference paragraphs 1-299 as though set forth herein.

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361. Syngenta's acts or omissions, as described above and below, constitute negligence, negligence per se, or both.

362. As a product developer and manufacturer, Syngenta had a duty to refrain from selling and distributing Viptera and Duracade in a manner that would foreseeably cause harm to Alaska Plaintiffs, to use ordinary care in the timing, scope, and terms under which it commercialized Viptera and Duracade.

363. Syngenta breached these duties by failing to exercise reasonable care to prevent the foreseeable contamination of the U.S. corn supply through cross-pollination and commingling that would naturally result from the premature sale and distribution of Viptera and Duracade as outlined herein.

364. Specifically, Syngenta breached these duties by its acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

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365. Syngenta's breach is the direct and proximate cause of the damage suffered by Alaska Plaintiffs.

366. The rejection by China of U.S. corn could not have occurred without Syngenta's negligence in prematurely releasing Viptera and Duracade corn seed without prior approval of major export partners because the commercialization of Viptera was solely under its management and control. Syngenta made the decision to commercialize Viptera knowing that it would likely contaminate the U.S. corn supply. Viptera and Duracade in fact contaminated the U.S. corn supply, which could not have occurred without Syngenta's negligence. Syngenta had exclusive control over the commercialization of Viptera and Duracade and these unapproved genetically modified traits could not have contaminated the U.S. corn supply in the absence of a lack of the exercise of proper care by Syngenta.

367. Alaska Plaintiffs suffered injury and property damage by the sale and distribution of Viptera by Syngenta as outlined herein and seek compensatory damages. Alaska Plaintiffs also seeks all costs and fees allowed by law.

Count 8 – Tortious Interference
(On Behalf of Alaska Plaintiffs)

368. Alaska Plaintiffs incorporate by reference paragraphs 1-299 as though set forth herein.

369. Alaska Plaintiffs had existing and prospective business relationships and a reasonable expectancy of continued relationships with third-party purchasers of corn.

370. Syngenta had knowledge of such relationships or expectancies and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the relationships or expectancies existed. Syngenta intended to prevent the fruition of the prospective and existing business relationships between Alaska Plaintiffs and third-party purchasers of corn.

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371. Syngenta was not a party to the business relationships between Alaska Plaintiffs and third-party purchasers of corn.

372. Syngenta intentionally induced or caused a disruption of that expectancy without justification or privilege.

373. Because of Syngenta's conduct, the existing and prospective business relationships between Alaska Plaintiffs and third-party purchasers of corn did not culminate in pecuniary benefit to Alaska Plaintiffs.

374. Syngenta's conduct was intentional, improper, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Alaska Plaintiffs' fields, storage units, equipment, grain elevators, and other facilities of the U.S. supply chain, constituting a trespass and interference with Alaska Plaintiffs' use of their property and in violation of Syngenta's duty of care.

375. Syngenta's interference is the direct and proximate cause of the damage to Alaska Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

376. Alaska Plaintiffs are thus entitled to an award of compensatory damages and all fees and costs permitted by law.

Count 9 - Alaskan Unfair Trade Practices and Consumer Protection Act
(On Behalf of Alaska Producer Plaintiffs)

377. Alaska Plaintiffs incorporate by reference paragraphs 1-299 as though set forth herein.

378. Pursuant to Alaska Stat. §§ 45.50.471 through 45.50.561, the Alaskan Unfair Trade Practices and Consumer Protection Act ("AUTPCPA"), unlawful trade practices include:

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a. "[C]ausing a likelihood of confusion or misunderstanding as to the source, sponsorship, or approval, or another person's affiliation, connection, or association with or certification of goods or services" Alaska Stat. § 45.50.471(b)(3);

b. "[R]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have" Alaska Stat. § 45.50.471(b)(4);

c. "[E]ngaging in any other conduct creating a likelihood of confusion or of misunderstanding and which misleads, deceives or damages a buyer or a competitor in connection with the sale or advertisement of goods or services" Alaska Stat. § 45.50.471(b)(11); and

d. "[U]sing or employing deception, fraud, false pretense, false promise, misrepresentation, or knowingly concealing, suppressing, or omitting a material fact with intent that others rely upon the concealment, suppression, or omission in connection with the sale or advertisement of goods or services whether or not a person has in fact been misled, deceived or damaged. Alaska Stat. § 45.50.471(b)(12).

379. Syngenta's deceptive and unfair trade practices constitute a violation of Alaska Stat. §§ 45.50.471(3), (4), (11), and (12).

380. The AUTPCPA provides for a private cause of action. "A person who suffers an ascertainable loss of money or property as a result of another person's act or practice declared unlawful by AS 45.50.471 may bring a civil action to recover for each unlawful act or practice.…" Alaska Stat. § 45.50.531.

381. Syngenta knowingly and recklessly made numerous false and deceptive representations with the intent of deceiving corn farmers and to induce corn farmers, including some Alaska Plaintiffs, to purchase Viptera and Duracade.

382. Syngenta's false and deceptive representations caused confusion and misunderstanding as to Viptera and Duracade's sponsorship, approval, and/or certification.

383. Syngenta further knowingly and recklessly represented that Viptera and Duracade had sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they did not

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have.

384. Syngenta's conduct created a substantial likelihood of confusion and misunderstanding, and misled, deceived, or damaged Alaska Plaintiffs in connection with the sale or advertisement of Viptera and Duracade.

385. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process, Syngenta knew this representation was false and/or made this representation recklessly and willfully without regard to its consequences.

386. Syngenta also submitted a MIR162 Deregulation Petition that falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's Stewardship Agreements requiring channeling would be "successful" in "diverting this product away from export markets...." Based on Syngenta's knowledge of the Chinese regulatory process, and based on its expertise and knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The MIR162 Deregulation Petition was circulated to the public before commercialization and for the purpose of producing sales.

387. Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety Certificates," which suggested that Viptera could be exported to China and a "Plant with Confidence Fact Sheet," which contained deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and

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Syngenta's knowledge of past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

388. Syngenta also failed to disclose material information to Producers. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose the insufficiency of its approval request to China, and that it sought approval to cultivate MIR162 in China, both of which caused delay in the regulatory approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place for isolating or channeling Viptera or Duracade.

389. Syngenta's failure to disclose material information and false and misleading representations and omissions occurred in the course of its business and caused damage to a large portion of the public, including Alaska Plaintiffs. Those Alaska Plaintiffs lack the sophistication and bargaining power in matters concerning genetically modified products.

390. As a developer of genetically modified products, Syngenta has special knowledge of regulatory matters and facts pertaining to the content and status of its application for foreign approvals to which Producers, including Alaska Plaintiffs, do not have access.

391. Syngenta also has special knowledge regarding the systems it did and did not institute for isolating and channeling its genetically modified products, including Viptera and Duracade, which was not available to Alaska Plaintiffs.

392. Syngenta knew that approval from China would not be forthcoming for (at least) the 2011 growing season, knew that systems were not in place for either isolating or effectively channeling Viptera and Duracade, and knew that absent robust isolation practices and effective

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channeling, it was virtually certain that Viptera or Duracade would disseminate throughout the U.S. corn supply.

393. Syngenta engaged in these deceptions in order to sell and increase its sales of Viptera and Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more likely it would be that Viptera and Duracade would disseminate into the U.S. corn supply and Alaska Plaintiffs would be harmed.

394. Syngenta knew that Alaska Plaintiffs would be affected by its business and depend on it for responsible commercialization practices.

395. In equity and good conscience, Syngenta had a duty to disclose the truth – that import approval from China (a key market) was not imminent or indeed anticipated for (at least) the 2011 growing season, that there was not an effective system in place to channel Viptera and Duracade away from China (or other foreign markets) from which Syngenta did not have approval, and that purchase and planting of Viptera (and later Duracade) created a substantial risk of loss of the Chinese market and/or prolonging the loss of that market.

396. Syngenta's deceptive trade practices have impacted Alaska Producers, as well as other corn farmers, including corn farmers who purchased and planted Viptera and/or Duracade.

397. Syngenta's deceptive trade practices have previously impacted actual or potential consumers of its products through the loss of the export market of China. Syngenta's deceptive practices have significant potential to further disrupt the corn export market in the future.

398. Syngenta's deceptive trade practices were fraudulent, willful, knowing, or intentional, and were taken in bad faith. Further, Syngenta knowingly concealed, suppressed, and omitted material facts with the intent that Alaska Producer Plaintiffs and other U.S. corn farmers would rely on the concealment, suppression, or omission in connection with the sale and

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advertisement of Viptera and Duracade.

399. Syngenta's deceptive trade practices proximately caused an injury in fact to a legally protected interest belonging to Alaska Producers, including but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

400. Alaska Producer Plaintiffs are thus entitled to damages in a sum equal to three times the amount of actual damages they sustained, plus their attorney's fees and costs incurred in this action. Alaska Stat. § 45.50.531(a) & § 45.50.537.

Count 10 - Negligence
(On Behalf of Arizona Plaintiffs)

401. Arizona Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

402. Syngenta's acts or omissions, as described above and below, constitute negligence, negligence per se, or both.

403. As a product developer and manufacturer, Syngenta had a duty to refrain from selling and distributing Viptera and Duracade in a manner that would foreseeably cause harm to Arizona Plaintiffs, to use ordinary care in the timing, scope, and terms under which it commercialized Viptera and Duracade.

404. Syngenta breached these duties by failing to exercise reasonable care to prevent the foreseeable contamination of the U.S. corn supply through cross-pollination and commingling that naturally resulted from the premature sale and distribution of Viptera and Duracade.

405. Syngenta breached these duties by its acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

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d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

406. Syngenta's breach is the direct and proximate cause of the damage suffered by Arizona Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

407. China's rejection of U.S. corn would not have occurred without Syngenta's negligence in prematurely releasing Viptera corn seed without prior approval of major export partners because the commercialization of Viptera was solely under its management and control. Syngenta made the decision to commercialize Viptera knowing that it would likely contaminate the U.S. corn supply. Viptera in fact contaminated the U.S. corn supply, which could not have occurred without Syngenta's negligence. Syngenta had exclusive control over the commercialization of Viptera and this unapproved genetically modified trait could not have contaminated the U.S. corn supply in the absence of a lack of the exercise of proper care by Syngenta.

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408. Arizona Plaintiffs suffered injury and property damage by the sale and distribution of Viptera by Syngenta as outlined herein and seek compensatory damages. Arizona Plaintiffs also seeks all costs and fees allowed by law.

Count 11 - International Interference with Business Relationships
(On Behalf Arizona Plaintiffs)

409. Arizona Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

410. Arizona Plaintiffs had valid contracts and/or business expectancies with third-party purchasers of corn and a reasonable expectancy of the continuance of such relationships.

411. Syngenta had knowledge of such contracts and/or expectancies and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the contracts and/or expectancies existed.

412. Syngenta's conduct, as described above, constituted an intentional interference and induced or caused a breach of the contracts and/or termination of the relationships or expectancies.

413. Syngenta was not a party to the contracts and/or business relationships between Arizona Plaintiffs and third-party purchasers of corn.

414. Syngenta intentionally induced or caused a disruption of the contracts and/or business relationships without justification or privilege.

415. Syngenta's conduct was intentional and improper as to motive or means, and wrongful because, *interinter alia*, it was accomplished by misrepresentations and omissions of material fact, was intentional, and contaminated Arizona Plaintiffs' fields, storage units, equipment, grain elevators, and other facilities of the U.S. supply chain, constituting a trespass and interference with Arizona Plaintiffs' use of their property in violation of Syngenta's duty of care.

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416. Syngenta's interference is the direct and proximate cause of the damage to Arizona Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

417. Arizona Plaintiffs are thus entitled to an award of compensatory damages and all fees and costs permitted by law.

Count 12 - Arizona Consumer Fraud Act
(On Behalf of Arizona Plaintiffs)

418. Arizona Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

419. Under A.R.S. §44-1522(A) of the Arizona Consumer Fraud Act ("ACFA"), A.R.S. §§ 44-1521 through 44-1534, unlawful trade practices include: "The act, use or employment by any person of any deception, deceptive or unfair act or practice, fraud, false pretense, false promise, misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely on such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise whether or not any person has in fact been misled, deceived or damaged thereby…." A.R.S. § 44-1522(A).

420. Syngenta's deceptive trade practices in connection with the sale and advertisement of Viptera and Duracade constitute a violation of A.R.S. §§ 44-1522.

421. The ACFA provides a private cause of action against Syngenta in connection with Syngenta's violations of A.R.S. §§ 44-1522.

422. Syngenta knowingly and recklessly made numerous false and deceptive representations with the intent of deceiving corn Producers and Non-Producers and to induce Producers and Non-Producers, including Arizona Plaintiffs, to purchase Viptera and Duracade.

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423. Syngenta's false and deceptive representations misled and deceived Arizona Plaintiffs as to Viptera and Duracade's approval and/or certification. Syngenta further knowingly and recklessly represented that Viptera and Duracade had approval that it did not have.

424. Syngenta's conduct created a substantial likelihood of confusion and misunderstanding, and misled, deceived, or damaged Arizona Plaintiffs in connection with the sale or advertisement of Viptera and Duracade.

425. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process, Syngenta knew this representation was false and/or made this representation recklessly and willfully without regard to its consequences.

426. Syngenta also submitted the MIR162 Deregulation Petition that falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's Stewardship Agreements requiring channeling would be "successful" in "diverting this product away from export markets...." Based on Syngenta's knowledge of the Chinese regulatory process and based on its expertise and knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The MIR162 Deregulation Petition was circulated to the public before commercialization and for the purpose of producing sales.

427. As described above, Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety Certificates," which suggested that Viptera could be exported to China, and a "Plant

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with Confidence Fact Sheet," which contains deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and Syngenta's knowledge of past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

428. Syngenta also failed to disclose material information to corn farmers. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose the insufficiency of its approval request to China, and that it sought approval to cultivate MIR162 in China, both of which caused delay in the regulatory approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place for isolatiors or channeling Viptera or Duracade.

429. Syngenta's failure to disclose material information and false and misleading representations and omissions occurred in the course of its business and caused damage to a large portion of the public, including Arizona Plaintiffs, who lack the sophistication and bargaining power in matters concerning genetically modified products.

430. As a developer of genetically modified products, Syngenta has special knowledge of regulatory matters and facts pertaining to the content and status of its application for foreign approvals to which Arizona Plaintiffs did not have access.

431. Syngenta also has special knowledge regarding the systems it did and did not institute for isolating and channeling of its genetically modified products, including Viptera and Duracade, which was not available to Producers and Non-Producers.

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432. Syngenta knew that approval from China would not be forthcoming for (at least) the 2011 growing season, and knew that systems were not in place for either isolating or effectively channeling Viptera and Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera or Duracade would disseminate throughout the U.S. corn supply.

433. Syngenta engaged in these deceptions to sell and increase its sales of Viptera and Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more likely it would be that Viptera and Duracade would disseminate into the U.S. corn supply and farmers would be harmed.

434. Syngenta knew that farmers like Arizona Plaintiffs here are affected by its business and depend on it for responsible commercialization practices.

435. In equity and good conscience, Syngenta had a duty to disclose the truth – that import approval from China (a key market) was not imminent or indeed anticipated for (at least) the 2011 growing season, that there was not an effective system in place to channel Viptera and Duracade away from China (or other foreign markets) from which Syngenta did not have approval, and that purchase and planting of Viptera (and later Duracade) created a substantial risk of loss of the Chinese market and/or prolonging the loss of that market.

436. Syngenta's deceptive trade practices have previously impacted Arizona Plaintiffs and others, including Producers and Non-Producers who purchased or planted Viptera or Duracade.

437. Syngenta's deceptive trade practices have previously impacted actual or potential consumers of its products through the loss of the China export market. Syngenta's deceptive practices have the significant potential to cause further disruption to the corn export market in the

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future.

438. Syngenta's deceptive trade practices were fraudulent, willful, knowing, or intentional, and were taken in bad faith. Further, Syngenta knowingly concealed, suppressed, and omitted material facts with the intent that Arizona Plaintiffs and other Producers and Non-Producers would rely on the concealment, suppression, or omission in connection with the sale and advertisement of Viptera and Duracade.

439. Syngenta's deceptive trade practices proximately caused an injury in fact to a legally protected interest belonging to Arizona Plaintiffs.

440. Arizona Plaintiffs are thus entitled to damages, plus their attorney's fees and costs incurred in this action. A.R.S. § 44-1534. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

Count 13 - Negligence
(On Behalf of Arkansas Plaintiffs)

441. Arkansas Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

442. Syngenta owed its stakeholders, including Arkansas Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

443. Syngenta breached that duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channeling those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that planting Viptera and/or Duracade would lead to loss of the Chinese market;

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f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

444. Syngenta's negligence proximately caused harm to Arkansas Plaintiffs.

445. Arkansas Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

Count 14 – Tortious Interference
(On Behalf of Arkansas Plaintiffs)

446. Arkansas Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

447. Arkansas Plaintiffs had business relationships and reasonable expectancy of continued relationships with purchasers of corn.

448. Syngenta had knowledge of such expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the expectancy existed.

449. Syngenta induced or caused a disruption of that expectancy without justification or privilege.

450. Syngenta's conduct was intentional, and was improper and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Arkansas Plaintiffs' fields, storage units, equipment, grain elevators, and other facilities of the U.S. supply chain, constituting a trespass, and interference with Arkansas Plaintiffs' use of their property and in violation of Syngenta's duty of care.

451. Syngenta's interference has proximately caused damage to Arkansas Plaintiffs.

452. Arkansas Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest, including but not limited to damaged corn crops and reduced corn

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prices based on the inability to sell corn to the Chinese market.

Count 15 - Negligence
(On Behalf of the California Plaintiffs)

453. California Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

454. Syngenta's acts or omissions, as described above and below, constitute negligence, negligence per se, or both.

455. As a product developer and manufacturer, Syngenta had a duty to refrain from selling and distributing Viptera and Duracade in a manner that would foreseeably cause harm to California Plaintiffs and, to use ordinary care in the timing, scope and terms under which it commercialized Viptera and Duracade.

456. Syngenta breached these duties by failing to exercise reasonable care to prevent the foreseeable contamination of the U.S. corn supply through cross-pollination and commingling that would naturally result from the premature sale and distribution of Viptera and Duracade herein.

a. channel those products;

b. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

c. Distributing misleading information about the importance of the Chinese market; and

d. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

457. Syngenta's breach is the direct and proximate cause of the damage suffered by California Plaintiffs.

458. China's rejection of U.S. corn would not have occurred without Syngenta's negligence in prematurely releasing Viptera corn seed without prior approval of major export

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partners because the commercialization of Viptera was solely under its management and control. Syngenta made the decision to commercialize Viptera knowing that it would likely contaminate the U.S. corn supply. Viptera in fact contaminated the U.S. corn supply, which would not have occurred without Syngenta's negligence. Syngenta had exclusive control over the commercialization of Viptera and this unapproved genetically modified trait would not have contaminated the U.S. corn supply in the absence of a lack of the exercise of proper care by Syngenta.

459. California Plaintiffs suffered injury and property damage by the sale and distribution of Viptera and Duracade by Syngenta as outlined herein and seek compensatory damages. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market. California Plaintiffs also seek all costs and fees allowed by law.

Count 16 - Tortious Interference with Prospective Economic Advantage
(On Behalf of California Plaintiffs)

460. California Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

461. California Plaintiffs had economic relationships with third-party purchasers of corn and the substantial probability of future economic benefit to California Plaintiffs as a result of these economic relationships.

462. Syngenta had knowledge of such economic relationships and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the economic relationships existed.

463. Syngenta's conduct was intentional and was done with the intent to disrupt the relationship between California Plaintiffs and purchasers of corn. Further, Syngenta's conduct was

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improper and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated California Plaintiffs' fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain, constituting a trespass, and interference with California Plaintiffs' use of their property and in violation of Syngenta's duty of care.

464. As a result of Syngenta's intentional interference, the economic relationships between California Plaintiffs and the corn purchasers were disrupted and California Plaintiffs suffered economic harm.

465. Syngenta's interference is the direct and proximate cause of the damage to California Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

466. California Plaintiffs are thus entitled to an award of compensatory damages and all fees and costs permitted by law.

Count 17 - Negligence
(On Behalf of Colorado Plaintiffs)

467. Colorado Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

468. Syngenta owed a duty of at least reasonable care to its stakeholders, including Colorado Plaintiffs in the timing, scope, and terms under which it commercialized MIR162.

469. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/ or competence to effectively isolate or channel those products;

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e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

470. Syngenta's negligence directly and proximately caused harm to Colorado Plaintiffs.

471. Colorado Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

Count 18 - Colorado Consumer Protection Act
(On Behalf of Colorado Plaintiffs)

472. Colorado Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

473. Under the Colorado Consumer Protection Act ("CCPA"), "deceptive trade practices," made unlawful, include:

a. "Knowingly mak[ing] a false representation as to the . . . approval . . . of goods." Colo. Rev. Stat. § 6-1-105 (b).

b. "Knowingly mak[ing] a false representation as to the characteristics, ingredients, uses, benefits, alterations, or quantities of goods, food, services, or property or a false representation as to the sponsorship, approval, status, affiliation, or connection of a person therewith." Id. § 6-1-105 (d).

c. "Fail[ing] to disclose material information concerning goods, services, or property which information was known at the time of an advertisement or sale if such failure to disclose such information was intended to induce the consumer to enter into the transaction." Id. § 6-1-105(u).

474. The CCPA provides a private cause of action to "any person" who was: "(a) an actual or potential consumer of the defendant's goods, services, or property, who is injured as a result of a deceptive trade practice; (b) a successor in interest to an actual consumer who

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purchased the defendant's goods, services, or property, or (c) injured as the result of a deceptive trade practice in the course of the individual's business or occupation." Colo. Rev. Stat. § 6-1-113.

475. Syngenta knowingly and recklessly made numerous false and deceptive representations with the intent of deceiving Producers and Non-Producers and to induce Producers and Non-Producers to purchase Viptera and/or Duracade corn seed or corn. In addition, Colorado Plaintiffs who did not purchase Viptera and/or Duracade were also damaged in the course of their business or occupation due to Syngenta's false and deceptive representations regarding Viptera and/or Duracade.

476. Syngenta made numerous misrepresentations pertaining to the status of China's import approval for MIR162. Among others, and as more fully set forth above, Syngenta during the summer of 2011, represented to stakeholders, including Colorado Plaintiffs (to encourage further sales, planting and harvesting of MIR162), that it would receive China's approval in March 2012. Syngenta continued making this misrepresentation throughout the planting and harvesting season in 2011 and into 2012. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Agrisure Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process, and its own status within that process for MIR162, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to its consequences.

477. Syngenta also submitted its MIR162 Deregulation Petition that falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's Stewardship Agreements requiring channeling would be "successful" in "diverting this product away from export markets.…" Based on Syngenta's

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knowledge of the Chinese regulatory process, and based on its expertise and knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The MIR162 Deregulation Petition was circulated to the public before commercialization and for the purpose of producing sales.

478. Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety Certificates," which suggested that Viptera could be exported to China, and a "Plant with Confidence Fact Sheet," which contains deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and Syngenta's knowledge of past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

479. Syngenta failed to disclose material information to Plaintiffs. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose, at minimum, in 2010-2011 that it would not have import approval from China by the 2011 crop year and in 2011-2012 that it would not have import approval from China by the 2012 crop year, and failed to disclose that China was a significant and growing import market. Syngenta further failed to disclose at all relevant times the insufficiency of its approval request to China, and that it sought approval to cultivate MIR162 in China, both of which Syngenta knew would delay China's approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place to isolate or channel Viptera or Duracade and the very high

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likelihood that MIR162 would move into export channels where it was not approved, causing market disruption.

480. Syngenta's failure to disclose material information and false and misleading representations and omissions occurred in the course of its business and caused damage to a large portion of the public, including thousands of Colorado corn farmers. Those corn farmers lack the sophistication and bargaining power in matters concerning genetically modified products.

481. As a developer of genetically modified products, Syngenta has special knowledge of regulatory matters and facts pertaining to the content and status of its application for foreign approvals to which corn farmers, including Colorado Plaintiffs, do not have access.

482. Syngenta also has special knowledge regarding the systems it did and did not institute for isolating and channeling its genetically modified products, including Viptera and Duracade, which was not available to Producers and Non-Producers.

483. Syngenta knew that approval from China would not be forthcoming for (at least) the 2011 and 2012 growing seasons, and knew that systems were not in place for either isolating or effectively channeling Viptera and Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera or Duracade would disseminate throughout the U.S. corn supply.

484. Syngenta engaged in these deceptions to sell and increase its sales of Viptera and Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more likely it would be that Viptera and Duracade would disseminate into the U.S. corn supply and farmers would be harmed.

485. Syngenta knew that Producers and Non-Producers are affected by its business and depend on it for responsible commercialization practices.

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486. In equity and good conscience, Syngenta had a duty to disclose the truth – that import approval from China (a key market) was not expected or reasonably likely to occur for (at least) the 2011 and 2012 growing season, that there was not an effective system in place to channel Viptera and Duracade away from China (or other foreign markets) from which Syngenta did not have approval, and that purchase and planting Viptera (and later Duracade) created a substantial risk of loss of the Chinese market and/or prolonging the loss of that market.

487. Syngenta's deceptive trade practices have previously impacted Colorado Plaintiffs, including those who purchased and/or planted Viptera and/or Duracade seed or corn.

488. Syngenta's deceptive trade practices previously impacted actual or potential consumers of its products through the loss of the China export market. Syngenta's deceptive practices have the significant potential to cause further disruption to the corn export market in the future.

489. Syngenta's deceptive trade practices constitute a violation of Colo. Rev. Stat. §§ 6-1-105 (b), (d) & (u). Colorado Plaintiffs, including purchasers and non-purchasers of Viptera and/or Duracade, were injured in the course of their business or occupation as the result of Syngenta's deceptive trade practices.

490. Syngenta's deceptive trade practices were fraudulent, willful, knowing, or intentional and taken in bad faith.

491. Syngenta's deceptive trade practices proximately caused an injury in fact to a legally protected interest belonging to Colorado Plaintiffs.

492. Colorado Plaintiffs are thus entitled to damages in a sum equal to three times the amount of actual damages they sustained, plus their attorney's fees and costs incurred in this action. Colo. Rev. Stat. § 6-1-113(2). These damages include but are not limited to damaged corn

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crops and reduced corn prices based on the inability to sell corn to the Chinese market.

Count 19 - Negligence
(On Behalf of Connecticut Plaintiffs)

493. Connecticut Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

494. Syngenta's acts or omissions, as described above and below, constitute negligence, negligence per se, or both.

495. As a product developer and manufacturer, Syngenta had a duty to refrain from selling and distributing Viptera and/or Duracade in a manner that would foreseeably cause harm to Connecticut Plaintiffs, and to use ordinary care in the timing, scope and terms under which it commercialized Viptera and Duracade.

496. Syngenta breached these duties by failing to exercise reasonable care to prevent the foreseeable contamination of the U.S. corn supply through cross-pollination and commingling that would naturally result from the premature sale and distribution of Viptera and Duracade as outlined herein.

497. Specifically, Syngenta breached these duties by its acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

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f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

498. Syngenta's breach is the direct and proximate cause of the damage suffered by Connecticut Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

499. China's rejection of U.S. corn would not have occurred without Syngenta's negligence in prematurely releasing Viptera corn seed without prior approval of major export partners because the commercialization of Viptera was solely under its management and control. Syngenta made the decision to commercialize Viptera knowing that it would likely contaminate the U.S. corn supply. Viptera in fact contaminated the U.S. corn supply, which could not have occurred without Syngenta's negligence. Syngenta had exclusive control over the commercialization of Viptera and this unapproved genetically modified trait could not have contaminated the U.S. corn supply in the absence of a lack of the exercise of proper care by Syngenta.

500. Connecticut Plaintiffs suffered injury and property damage by the sale and distribution of Viptera and Duracade by Syngenta as outlined herein and seek compensatory damages. Connecticut Plaintiffs also seek all costs and fees allowed by law.

Count 20 - Tortious Interference with Business Expectancies
(On Behalf of Connecticut Plaintiffs)

501. Connecticut Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

502. Connecticut Plaintiffs had valid contracts and/or beneficial business relationships and expectancies with third-party purchasers of corn, and a reasonable expectancy of the

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continuance of such contracts and relationships.

503. Syngenta had knowledge of such contracts and/or relationships/expectancies or knowledge of facts and circumstances that would lead a reasonable person to believe that the contract and/or relationship/expectancy existed.

504. Syngenta's conduct, as described above, constituted an intentional interference and induced or caused a breach of the contracts and/or termination of the relationships or expectancies.

505. Syngenta was not a party to the contracts or business relationships between Connecticut Plaintiffs and third-party purchasers of corn.

506. Syngenta intentionally induced or caused a disruption of those contracts and/or relationships/expectancies without justification or privilege.

507. Syngenta's conduct was intentional, and was improper as to motive or means, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Connecticut Plaintiffs' fields, storage units, equipment, grain elevators, and other facilities of the U.S. supply chain, constituting a trespass, and interference with Connecticut Plaintiffs' use of their property and in violation of Syngenta's duty of care.

508. Syngenta's interference is the direct and proximate cause of the damage to Connecticut Plaintiffs.

509. Connecticut Plaintiffs are thus entitled to an award of compensatory damages and all fees and costs permitted by law. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

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Count 21 - Connecticut Unfair Trade Practices Act
(On Behalf of Connecticut Plaintiffs)

510. Connecticut Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

511. Under C.G.S.A §§ 42-110a through 42-110q, the Connecticut Unfair Trade Practices Act ("CUTPA"), "[n]o person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." C.G.S.A. § 42-110b(a).

512. Syngenta's deceptive and unfair trade practices constitute a violation of C.G.S.A. § 42-110b(a).

513. The CUTPA provides for a private cause of action. "Any person who suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment of a method, act or practice prohibited by section 42-110b, may bring an action in the judicial district in which the plaintiff or defendant resides or has his principal place of business or is doing business, to recover actual damages." C.G.S.A. § 42-110g(a).

514. Syngenta knowingly and recklessly made numerous false and deceptive representations with the intent of deceiving Connecticut Plaintiffs, and to induce corn farmers, including some Connecticut Plaintiffs, to purchase Viptera and Duracade seed or corn.

515. Syngenta knowingly made false and deceptive representations that Viptera and Duracade had sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they did not have.

516. Syngenta further concealed, suppressed, or omitted material facts in connection with its sale and advertisement of Viptera and Duracade, with the intent that Connecticut Plaintiffs rely on the concealment, suppression, and omissions.

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517. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process, Syngenta knew this representation was false and/or made this representation recklessly and willfully without regard to its consequences.

518. As described above, Syngenta also submitted a MIR162 Deregulation Petition that falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's Stewardship Agreements requiring channeling would be "successful" in "diverting this product away from export markets…." Based on Syngenta's knowledge of the Chinese regulatory process, and based on its expertise and knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The MIR162 Deregulation Petition was circulated to the public before commercialization and for the purpose of producing sales.

519. As described above, Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety Certificates," which suggested that Viptera could be exported to China, and a "Plant with Confidence Fact Sheet," which contains deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and Syngenta's knowledge of past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

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520. Syngenta also failed to disclose material information to Connecticut Plaintiffs. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose the insufficiency of its approval request to China, and that it sought approval cultivate MIR162 in China, both of which caused delay in the regulatory approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place for isolating or channeling Viptera or Duracade.

521. Syngenta's failure to disclose material information and false and misleading representations and omissions occurred in the course of its business and in connection with its sale and advertisement of Viptera and/or Duracade and caused damage to a large portion of the public, including Connecticut Producers and Non-Producers, who lack the sophistication and bargaining power in matters concerning genetically modified products.

522. As a developer of genetically modified products, Syngenta has special knowledge of regulatory matters and facts pertaining to the content and status of its application for foreign approvals to which Connecticut Plaintiffs did not have access.

523. Syngenta also has special knowledge regarding the systems it did and did not institute for isolating and channeling its genetically modified products, including Viptera and Duracade, which was not available to Connecticut Plaintiffs.

524. Syngenta knew that approval from China would not be forthcoming for (at least) the 2011 growing season, and knew that systems were not in place for either isolating or effectively channeling Viptera and Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera or Duracade would disseminate throughout the U.S. corn supply.

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525. Syngenta engaged in these deceptions to sell and increase its sales of Viptera and Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more likely it would be that Viptera and Duracade would disseminate into the U.S. corn supply and Connecticut Plaintiffs would be harmed.

526. Syngenta knew that Producers and Non-Producers like Connecticut Plaintiffs here are affected by its business and depend on it for responsible commercialization practices.

527. In equity and good conscience, Syngenta had a duty to disclose the truth – that import approval from China (a key market) was not imminent or indeed anticipated for (at least) the 2011 growing season, that there was not an effective system in place to channel Viptera and Duracade away from China (or other foreign markets) from which Syngenta did not have approval, and that purchase and planting of Viptera (and later Duracade) created a substantial risk of loss of the Chinese market and/or prolonging the loss of that market.

528. Syngenta's deceptive trade practices have previously impacted Connecticut Plaintiffs, as well as others, including Producers and Non-Producers who purchased and/or planted Viptera and/or Duracade seed or corn.

529. Syngenta's deceptive trade practices have previously impacted actual or potential consumers of its products through the loss of the China export market. Syngenta's deceptive practices have a significant potential to further disrupt the corn export market in the future.

530. Syngenta's deceptive trade practices were fraudulent, willful, knowing, or intentional, and were taken in bad faith. Further, Syngenta knowingly concealed, suppressed, and omitted material facts with the intent that Connecticut Plaintiffs and other U.S. Producers and Non-Producers would rely on the concealment, suppression, or omission in connection with the sale and advertisement of Viptera and Duracade.

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531. Connecticut Plaintiffs were harmed by Syngenta's misrepresentations and omissions and Syngenta's deceptive trade practices thus directly and proximately caused an injury in fact to a legally protected interest belonging to Connecticut Plaintiffs.

532. Connecticut Plaintiffs are thus entitled to damages, plus their attorney's fees and costs incurred in this action. C.G.S.A. § 42-110g(a) & (d), including but not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

Count 22 - Negligence
(On Behalf of Delaware Plaintiffs)

533. Delaware Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

534. Syngenta's acts or omissions, as described above and below, constitute negligence, negligence per se, or both.

535. As a product developer and manufacturer, Syngenta had a duty to refrain from selling and distributing Viptera and Duracade in a manner that would foreseeably cause harm to Delaware Plaintiffs, to use ordinary care in the timing, scope and terms under which it commercialized Viptera and Duracade.

536. Syngenta breached these duties by failing to exercise reasonable care to prevent the foreseeable contamination of the U.S. corn supply through cross-pollination and commingling that would naturally result from the premature sale and distribution of Viptera and Duracade.

537. Specifically, Syngenta breached these duties by its acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

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d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

538. Syngenta's breach is the direct and proximate cause of the damage suffered by Delaware Plaintiffs.

539. China's rejection of U.S. corn would not have occurred without Syngenta's negligence in prematurely releasing Viptera corn seed without prior approval of major export partners because the commercialization of Viptera was solely under its management and control. Syngenta made the decision to commercialize Viptera knowing that it would likely contaminate the U.S. corn supply. Viptera in fact contaminated the U.S. corn supply, which could not have occurred without Syngenta's negligence. Syngenta had exclusive control over the commercialization of Viptera and this unapproved genetically modified trait could not have contaminated the U.S. corn supply in the absence of a lack of the exercise of proper care by Syngenta.

540. Delaware Plaintiffs suffered injury and property damage by the sale and distribution of Viptera and Duracade by Syngenta as outlined herein and seek compensatory damages. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market. Delaware Plaintiffs also seek all costs and fees allowed by law.

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Count 23 - Tortious Interference with Prospective Business Relations
(On Behalf of Delaware Plaintiffs)

541. Delaware Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

542. Delaware Plaintiffs had substantial probabilities of business opportunities with third-party purchasers of corn, and a reasonable expectancy of the continuance of such relations and opportunities.

543. Syngenta had knowledge of such relations and opportunities and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the opportunities existed.

544. Syngenta's conduct, as described above, constituted an intentional interference with such opportunities. Syngenta's conduct induced or caused purchasers of corn not to enter in to or continue business relationships with Delaware Plaintiffs and/ or prevented Delaware Plaintiffs from acquiring or continuing the prospective relations with purchasers of corn.

545. Syngenta was not a party to the business relationships between Delaware Plaintiffs and third-party purchasers of corn.

546. Syngenta intentionally induced or caused a disruption of that expectancy without justification or privilege. Syngenta's conduct did not fall under its privilege to compete or protect its business interests in a fair and lawful manner.

547. Syngenta's conduct was intentional, and was improper as to motive or means, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Delaware Plaintiffs' fields, storage units, equipment, grain elevators, and other facilities of the U.S. supply chain, constituting a trespass, and interference with Delaware Plaintiffs' use of their property and in violation of Syngenta's duty of care.

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548. Syngenta's interference is the direct and proximate cause of the damage to Delaware Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

549. Delaware Plaintiffs are thus entitled to an award of compensatory damages and all fees and costs permitted by law.

Count 24 - Delaware Consumer Fraud Act
(On Behalf of Delaware Plaintiffs)

550. Delaware Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

551. Under D.C.A. tit. 6, §§2511 through 2527, Delaware Consumer Fraud Act ("DCFA"), "[t]he act, use or employment by any person 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 such concealment, suppression or omission, in connection with the sale, lease or advertisement of any merchandise, whether or not any person has in fact been misled, deceived or damaged thereby, is an unlawful practice." D.C.A. tit. 6, § 2513.

552. Syngenta's deceptive and unconscionable trade practices constitute a violation of D.C.A. tit. 6, § 2513.

553. The DCFA provides for a private cause of action. "A private cause of action shall be available to any victim of a violation of this subchapter." D.C.A. tit. 6, § 2525.

554. Syngenta knowingly and recklessly made numerous false and deceptive representations with the intent of deceiving Producers and Non-Producers and to induce Producers and Non-Producers, including Delaware Plaintiffs to purchase Viptera and Duracade.

555. Syngenta knowingly made false and deceptive representations that Viptera and Duracade had sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they did not have.

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556. Syngenta's conduct, in connection with its sale and advertisement of Viptera and Duracade constituted deception, fraud, and false pretense.

557. Syngenta further concealed, suppressed, or omitted material facts in connection with its sale and advertisement of Viptera and Duracade, with the intent that Delaware Plaintiffs rely on the concealment, suppression, and omissions.

558. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process, Syngenta knew this representation was false and/or made this representation recklessly and willfully without regard to its consequences.

559. As described above, Syngenta also submitted its MIR162 Deregulation Petition that falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's Stewardship Agreements requiring channeling would be "successful" in "diverting this product away from export markets…." Based on Syngenta's knowledge of the Chinese regulatory process, and based on its expertise and knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The Deregulation Petition was circulated to the public before commercialization and for the purpose of producing sales.

560. Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety Certificates," which suggested that Viptera could be exported to China, and a "Plant with Confidence Fact Sheet," which contains deceptive statements regarding the importance of China

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as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and Syngenta's knowledge of past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

561. Syngenta also failed to disclose material information to corn farmers. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose the insufficiency of its approval request to China, and that it sought approval to cultivate MIR162 in China, both of which caused delay in the regulatory approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place for isolating or channeling Viptera or Duracade.

562. Syngenta's failure to disclose material information and false and misleading representations and omissions occurred in the course of its business and in connection with its sale and advertisement of Viptera and/or Duracade and caused damage to a large portion of the public, including Delaware Producers and Non-Producers, who lack the sophistication and bargaining power in matters concerning genetically modified products.

563. As a developer of genetically modified products Syngenta has special knowledge of regulatory matters and facts pertaining to the content and status of its application for foreign approvals to which Delaware Plaintiffs did not have access.

564. Syngenta also has special knowledge regarding the systems it did and did not institute for isolating and channeling its genetically modified products, including Viptera and Duracade, which was not available to Producers and Non-Producers.

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565. Syngenta knew that approval from China would not be forthcoming for (at least) the 2011 growing season, and knew that systems were not in place for either isolating or effectively channeling Viptera and Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera or Duracade would disseminate throughout the U.S. corn supply.

566. Syngenta engaged in these deceptions to sell and increase its sales of Viptera and Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more likely it would be that Viptera and Duracade would disseminate into the U.S. corn supply and Producers and Non-Producers would be harmed.

567. Syngenta knew that farmers like Delaware Plaintiffs here are affected by its business and depend on it for responsible commercialization practices.

568. In equity and good conscience, Syngenta had a duty to disclose the truth – that import approval from China (a key market) was not imminent or indeed anticipated for (at least) the 2011 growing season, that there was not an effective system in place to channel Viptera and Duracade away from China (or other foreign markets) from which Syngenta did not have approval, and that purchase and planting of Viptera (and later Duracade) created a substantial risk of loss of the Chinese market and/or prolonging the loss of that market.

569. Syngenta's deceptive trade practices have previously impacted Delaware Plaintiffs, as well as other Producers and Non-Producers, including those who purchased and planted Viptera and/or Duracade.

570. Syngenta's deceptive trade practices have previously impacted actual or potential consumers of its products through the loss of the export market of China. Syngenta's deceptive practices have the significant potential to further disrupt the corn export market in the future.

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571. Syngenta's deceptive trade practices were fraudulent, willful, knowing, or intentional, and were taken in bad faith. Further, Syngenta knowingly concealed, suppressed, and omitted material facts with the intent that Delaware Plaintiffs and other Producers and Non-Producers would rely on the concealment, suppression, or omission in connection with the sale and advertisement of Viptera and Duracade.

572. Syngenta's deceptive trade practices proximately caused actual damages and an injury in fact to a legally protected interest belonging to Delaware Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

573. Delaware Plaintiffs are thus entitled to damages, plus their costs incurred in this action. D.C.A. tit. 6, § 2525.

Count 25 - Negligence
(On Behalf of Florida Plaintiffs)

574. Florida Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

575. Syngenta's acts or omissions, as described above and below, constitute negligence, negligence per se, or both.

576. As a product developer and manufacturer, Syngenta had a duty to refrain from selling and distributing Viptera and Duracade in a manner that would foreseeably cause harm to Florida Plaintiffs, and to use ordinary care in the timing, scope, and terms under which it commercialized Viptera and Duracade.

577. Syngenta breached these duties by failing to exercise reasonable care to prevent the foreseeable contamination of the U.S. corn supply through cross-pollination and commingling that would naturally result from the premature sale and distribution of Viptera and Duracade as outlined herein.

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578. Specifically, Syngenta breached these duties by its acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

579. Syngenta's breach is the direct and proximate cause of the damage suffered by Florida Plaintiffs.

580. China's rejection of U.S. corn would not have occurred without Syngenta's negligence in prematurely releasing Viptera corn seed without prior approval of major export partners because the commercialization of Viptera was solely under its management and control. Syngenta made the decision to commercialize Viptera knowing that it would likely contaminate the U.S. corn supply. Viptera in fact contaminated the U.S. corn supply, which could not have occurred without Syngenta's negligence. Syngenta had exclusive control over the commercialization of Viptera and this unapproved genetically modified trait could not have contaminated the U.S. corn supply in the absence of a lack of the exercise of proper care by Syngenta.

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581. Florida Plaintiffs suffered injury and property damage by Syngenta's sale and distribution of Viptera and Duracade and seek compensatory damages. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market. Florida Plaintiffs also seek all costs and fees allowed by law.

Count 26 - Tortious Interference with Business Relationships
(On Behalf of Florida Plaintiffs)

582. Florida Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

583. Florida Plaintiffs had business relationships and a reasonable expectancy of continued relationships with purchasers of corn.

584. Syngenta had knowledge of such expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the expectancy existed.

585. Syngenta was not a party to the business relationships between Florida Plaintiffs and third-party purchasers of corn.

586. Syngenta intentionally induced or caused a disruption of that expectancy without justification or privilege.

587. Syngenta's conduct was intentional, and was improper and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Plaintiffs' fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain, constituting a trespass, and interference with Plaintiffs' use of their property and in violation of Syngenta's duty of care.

588. Syngenta's interference has proximately caused damage to Florida Plaintiffs.

589. Florida Plaintiffs are thus entitled to an award of compensatory damages and all fees and costs permitted by law. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

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Count 27 – Violation of Deceptive and Unfair Trade Practices Act
(On Behalf of Florida Plaintiffs)

590. Florida Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

591. Pursuant to Fla. Stat. §§ 501.201 through 501.213, Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." Fla. Stat. § 501.204(a).

592. Syngenta's deceptive and unconscionable trade practices constitute a violation of Fla. Stat. § 501.204(a).

593. The FDUTPA provides for a private cause of action. Fla. Stat. Ann. § 501.211.

594. Syngenta knowingly and recklessly made numerous false and deceptive representations with the intent of deceiving Producers and Non-Producers and to induce Producers and Non-Producers, including some Florida Plaintiffs, to purchase Viptera and Duracade.

595. Syngenta knowingly made false and deceptive representations that Viptera and Duracade had sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they did not have.

596. Syngenta's conduct, in connection with its sale and advertisement of Viptera and Duracade constituted deception, fraud, and false pretense.

597. Syngenta further concealed, suppressed, or omitted material facts in connection with its sale and advertisement of Viptera and Duracade, with the intent that Florida Plaintiffs rely on the concealment, suppression, and omissions.

598. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process, Syngenta knew this representation

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was false and/or made this representation recklessly and willfully without regard to its consequences.

599. As described above, Syngenta also submitted a MIR162 Deregulation Petition that falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's "Stewardship Agreements" requiring "channeling" would be "successful" in "diverting this product away from export markets...." Based on Syngenta's knowledge of the Chinese regulatory process, and based on its expertise and knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The Deregulation Petition was circulated to the public before commercialization and for the purpose of producing sales.

600. As described above, Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety Certificates," which suggested that Viptera could be exported to China, and a "Plant with Confidence Fact Sheet," which contains deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and Syngenta's knowledge of past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

601. Syngenta also failed to disclose material information to corn farmers. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose the insufficiency of its approval request to China, and that it sought approval to cultivate MIR162 in China, both of which caused delay in

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the regulatory approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place for isolating or channeling Viptera or Duracade.

602. Syngenta's failure to disclose material information and false and misleading representations and omissions occurred in the course of its business and in connection with its sale and advertisement of Viptera and/or Duracade and caused damage to a large portion of the public, including Florida Producers and Non-Producers, who lack the sophistication and bargaining power in matters concerning genetically modified products.

603. As a developer of genetically modified products, Syngenta has special knowledge of regulatory matters and facts pertaining to the content and status of its application for foreign approvals to which Producers and Non-Producers, including Florida Plaintiffs, do not have access.

604. Syngenta also has special knowledge regarding the systems it did and did not institute for isolating and channeling its genetically modified products, including Viptera and Duracade, which was not available to Producers and Non-Producers.

605. Syngenta knew that approval from China would not be forthcoming for (at least) the 2011 growing season, and knew that systems were not in place for either isolating or effectively channeling Viptera and Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera or Duracade would disseminate throughout the U.S. corn supply.

606. Syngenta engaged in these deceptions to sell and increase its sales of Viptera and Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more likely it would be that Viptera and Duracade would disseminate into the U.S. corn supply and farmers, including Florida Plaintiffs, would be harmed.

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607. Syngenta knew that Producers and Non-Producers like Florida Plaintiffs here are affected by its business and depend on it for responsible commercialization practices.

608. In equity and good conscience, Syngenta had a duty to disclose the truth – that import approval from China (a key market) was not imminent or indeed anticipated for (at least) the 2011 growing season, that there was not an effective system in place to channel Viptera and Duracade away from China (or other foreign markets) from which Syngenta did not have approval, and that purchase and planting of Viptera (and later Duracade) created a substantial risk of loss of the Chinese market and/or prolonging the loss of that market.

609. Syngenta's deceptive trade practices have previously impacted Florida Plaintiffs, as well as other Producers and Non-Producers, including those who purchased and/or planted Viptera and/or Duracade.

610. Syngenta's deceptive trade practices have previously impacted actual or potential consumers of its products through the loss of the export market of China. Syngenta's deceptive practices have the significant potential to cause further disruption to the corn export market in the future.

611. Syngenta's deceptive trade practices were fraudulent, willful, knowing, or intentional, and were unconscionable and done in bad faith.

612. Further, Syngenta knowingly concealed, suppressed, and omitted material facts with the intent that Florida Plaintiffs and others would rely on the concealment, suppression, or omission in connection with the sale and advertisement of Viptera and Duracade.

613. Syngenta's deceptive trade practices proximately caused an injury in fact to a legally protected interest belonging to Florida Plaintiffs and actual damages to Florida Plaintiffs.

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614. Florida Plaintiffs are thus entitled to their actual damages, plus their attorney fees and costs incurred in this action. Fla. Stat. § 501.211(b). These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

Count 28 - Negligence
(On Behalf of Georgia Plaintiffs)

615. Georgia Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

616. Syngenta's acts or omissions, as described above and below, constitute negligence, negligence per se, or both.

617. As a product developer and manufacturer, Syngenta had a duty to refrain from selling and distributing Viptera and Duracade in a manner that would foreseeably cause harm to Georgia Plaintiffs and to use ordinary care in the timing, scope, and terms under which it commercialized Viptera and Duracade.

618. Syngenta breached these duties by failing to exercise reasonable care to prevent the foreseeable contamination of the U.S. corn supply through cross-pollination and commingling that would naturally result from the premature sale and distribution of Viptera as outlined herein.

619. Specifically, Syngenta breached these duties by its acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

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e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

620. Syngenta's breach is the direct and proximate cause of the damage suffered by Georgia Plaintiffs.

621. China's rejection of U.S. corn would not have occurred without Syngenta's negligence in prematurely releasing Viptera corn seed without prior approval of major export partners because the commercialization of Viptera was solely under its management and control. Syngenta made the decision to commercialize Viptera knowing that it would likely contaminate the U.S. corn supply. Viptera in fact contaminated the U.S. corn supply, which would not have occurred without Syngenta's negligence. Syngenta had exclusive control over the commercialization of Viptera and this unapproved genetically modified trait could not have contaminated the U.S. corn supply in the absence of a lack of the exercise of proper care by Syngenta.

622. Georgia Plaintiffs suffered injury and property damage by the sale and distribution of Viptera and Duracade by Syngenta as outlined herein and seek compensatory damages. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market. Georgia Plaintiffs also seek all costs and fees allowed by law.

Count 29 - Tortious Interference with Potential Business Relations
(On Behalf of Georgia Plaintiffs)

623. Georgia Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

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624. Georgia Plaintiffs had existing business relationships or potential business relations with third-party purchasers of corn.

625. Syngenta had knowledge of such relationships/potential relationships and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the contracts existed.

626. Syngenta was not a party to the existing and potential business relations between Georgia Plaintiffs and the third-party purchasers of corn.

627. Syngenta acted intentionally and purposely and with malice with the intent to injure Georgia Plaintiffs without justification or privilege.

628. Syngenta's conduct was intentional and was done with the intent to interfere with and disrupt the existing/potential business relations between Georgia Plaintiffs and third-party purchasers of corn and was improper and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Plaintiffs' fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain, constituting a trespass, and interference with Plaintiffs' use of their property and in violation of Syngenta's duty of care.

629. As a result of Syngenta's intentional interference, the existing/potential business relations between Georgia Plaintiffs and the corn purchasers were disrupted and/or never formed.

630. Syngenta's interference is the direct and proximate cause of the damage to Georgia Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

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Count 30 - Violation of Fair Business Practice Act
(On Behalf of Georgia Plaintiffs)

631. Georgia Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

632. Pursuant to Ga. Code Ann. §§ 10-1-390 through 10-1-407, Georgia Fair Business Practices Act ("GFBPA"), "[u]nfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce are declared unlawful." Ga. Code § 10-1-393(a).

633. Unlawful acts under the GFBPA, include:

a. "Causing actual confusion or actual misunderstanding as to the source, sponsorship, approval, or certification of goods or services;" Ga. Code § 10-1-393(b)(2).

b. "Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he or she does not have;" Ga. Code § 10-1-393(b)(5).

634. Syngenta's deceptive and unfair trade practices constitute a violation of Ga. Code § 10-1-393(b)(2) & (5).

635. The GFBPA provides for a private cause of action. "Any person who suffers injury or damages as a result of a violation of Chapter 5B of this title, as a result of consumer acts or practices in violation of this part…or whose business or property has been injured or damaged as a result of such violations may bring an action individually…" Ga. Code § 10-1-399(a).

636. Georgia Plaintiffs have complied with the advance notice requirement in Ga. Code Ann. § 10-1-399(b). Georgia Plaintiffs provided Syngenta with a written demand for relief at least 30 days before filing this action, identifying the claimant and reasonably describing the unfair or deceptive act or practice relied on and the injury suffered.

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637. Syngenta knowingly and recklessly made numerous false and deceptive representations with the intent of deceiving Georgia Plaintiffs and to induce Producers and Non-Producers, including some Georgia Plaintiffs, to purchase Viptera and Duracade seed or corn.

638. Syngenta's conduct caused actual confusion or actual misunderstanding as to the source, sponsorship, approval, or certification of Viptera and Duracade.

639. Syngenta knowingly made false and deceptive representations that Viptera and Duracade had sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they did not have.

640. Syngenta further concealed, suppressed, or omitted material facts in connection with its sale and advertisement of Viptera and Duracade, with the intent that Georgia Plaintiffs rely on the concealment, suppression, and omissions.

641. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process, Syngenta knew this representation was false and/or made this representation recklessly and willfully without regard to its consequences.

642. Syngenta also submitted a MIR162 Deregulation Petition that falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's "Stewardship Agreements" requiring "channeling" would be "successful" in "diverting this product away from export markets...." Based on Syngenta's knowledge of the Chinese regulatory process, and based on its expertise and knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The Deregulation

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Petition was circulated to the public before commercialization and for the purpose of producing sales.

643. Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety Certificates," which suggested that Viptera could be exported to China, and a "Plant with Confidence Fact Sheet," which contains deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and Syngenta's knowledge of past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

644. Syngenta also failed to disclose material information to Producers and Non-Producers. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose the insufficiency of its approval request to China, and that it sought approval to cultivate MIR162 in China, both of which caused delay in the regulatory approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place for isolating or channeling Viptera or Duracade.

645. Syngenta's failure to disclose material information and false and misleading representations and omissions occurred in the course of its business and in connection with its sale and advertisement of Viptera and/or Duracade and caused damage to a large portion of the public, including Georgia Producers and Non-Producers who lack the sophistication and bargaining power in matters concerning genetically modified products.

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646. As a developer of genetically modified products, Syngenta has special knowledge of regulatory matters and facts pertaining to the content and status of its application for foreign approvals to which Georgia Plaintiffs, do not have access.

647. Syngenta also has special knowledge regarding the systems it did and did not institute for isolating and channeling its genetically modified products, including Viptera and Duracade, which was not available to Producers and Non-Producers.

648. Syngenta knew that approval from China would not be forthcoming for (at least) the 2011 growing season, and knew that systems were not in place for either isolating or effectively channeling Viptera and Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera or Duracade would disseminate throughout the U.S. corn supply.

649. Syngenta engaged in these deceptions to sell and increase its sales of Viptera and Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more likely it would be that Viptera and Duracade would disseminate into the U.S. corn supply and Producers and Non-Producers would be harmed.

650. Syngenta knew that Georgia Plaintiffs here are affected by its business and depend on it for responsible commercialization practices.

651. In equity and good conscience, Syngenta had a duty to disclose the truth – that import approval from China (a key market) was not imminent or indeed anticipated for (at least) the 2011 growing season, that there was not an effective system in place to channel Viptera and Duracade away from China (or other foreign markets) from which Syngenta did not have approval, and that purchase and planting of Viptera (and later Duracade) created a substantial risk of loss of the Chinese market and/or prolonging the loss of that market.

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652. Syngenta's deceptive trade practices have previously impacted Georgia Plaintiffs, as well as other Producers and Non-Producers, including those who purchased and planted Viptera and/or Duracade.

653. Syngenta's deceptive trade practices have previously impacted actual or potential consumers of its products through the loss of the China export market. Syngenta's deceptive practices have the significant potential to further disrupt the corn export market in the future.

654. Syngenta's deceptive trade practices were fraudulent, willful, knowing, or intentional, and were taken in bad faith. Further, Syngenta knowingly concealed, suppressed, and omitted material facts with the intent that Georgia Plaintiffs and others would rely on the concealment, suppression, or omission in connection with the sale and advertisement of Viptera and Duracade.

655. Syngenta's deceptive trade practices proximately caused an injury in fact to a legally protected interest belonging to Georgia Plaintiffs.

656. Georgia Plaintiffs are thus entitled to three times the sum of their actual damages, plus their attorney's fees and costs incurred in this action. Ga. Code § 10-1-399. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

Count 31 - Negligence
(On Behalf of Hawaii Plaintiffs)

657. Hawaii Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

658. Syngenta owed its stakeholders, including Hawaii Plaintiffs, a duty to use at least reasonable care in the timing, scope and terms under which it commercialized MIR162.

659. Syngenta breached its duty by acts and omissions including but not limited to:

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a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

660. Syngenta's negligence directly and proximately caused harm to Hawaii Plaintiffs.

661. Hawaii Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

Count 32 - Tortious Interference
(On Behalf of Hawaii Plaintiffs)

662. Hawaii Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

663. Hawaii Plaintiffs had business relationships and a reasonable expectancy of continued relationships with purchasers of corn.

664. Syngenta had knowledge of such expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the expectancy existed.

665. Syngenta induced or caused a disruption of that expectancy without justification or privilege.

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666. Syngenta's conduct was intentional, and was improper and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Plaintiffs' fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain, constituting a trespass, and interference with Plaintiffs' use of their property and in violation of Syngenta's duty of care.

667. Syngenta's interference has proximately caused damage to Hawaii Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

668. Hawaii Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 33 – Hawaii Uniform Deceptive Trade Practice Act
(On Behalf of Hawaii Plaintiffs)

669. Hawaii Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

670. Under Hi. Rev. Stat. §§ 480-2, 481A and 481A-3, the Hawaii Unfair and Deceptive Trade Practices Act ("UDTPA"), "[u]nfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful." Hi. Rev. Stat. § 480-2.

671. Unlawful acts under the UDTPA, include when one, in the course of business:

a. "Causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;" Hi. Rev. Stat. § 481A-3(a)(2).

b. "Causes likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by another;" Hi. Rev. Stat. § 481A-3(a)(3).

c. "Uses deceptive representations or designations of origin in connection with goods or services;" Hi. Rev. Stat. § 481A-3(a)(4).

d. "Represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have

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or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have;" Hi. Rev. Stat. § 481A-3(a)(5).

e. "Represents that goods or services are of a particular standard, quality, grade, or that goods are of a particular style or model, if they are of another;" Hi. Rev. Stat. § 481A-3(a)(7).

f. "Engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding." Hi. Rev. Stat. § 481A-3 (a)(12).

672. Syngenta's deceptive and unfair trade practices constitute a violation of Hi. Rev. Stat. § 481A.

673. The UDTPA provides for a private cause of action. "No person other than a consumer, the attorney general or the director of the office of consumer protection may bring an action based upon unfair or deceptive acts or practices declared unlawful by this section." § 480-2(d).

674. Syngenta knowingly and recklessly made numerous false and deceptive representations with the intent of deceiving corn farmers and to induce corn farmers, including Hawaii Plaintiffs, to purchase Viptera and Duracade.

675. Syngenta's conduct caused confusion and misunderstanding as to the source, sponsorship, approval, or certification of Viptera and Duracade.

676. Syngenta knowingly made false and deceptive representations that Viptera and Duracade had sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they did not have.

677. Syngenta further concealed, suppressed, or omitted material facts in connection with its sale and advertisement of Viptera and Duracade, with the intent that Hawaii Plaintiffs rely on the concealment, suppression, and omissions.

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678. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process, Syngenta knew this representation was false and/or made this representation recklessly and willfully without regard to its consequences.

679. Syngenta also submitted a MIR162 Deregulation Petition that falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's "Stewardship Agreements" requiring "channeling" would be "successful" in "diverting this product away from export markets . . . ." Based on Syngenta's knowledge of the Chinese regulatory process and its knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The MIR162 Deregulation Petition was circulated to the public before commercialization and for the purpose of producing sales.

680. Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety Certificates," which suggested that Viptera could be exported to China, and a "Plant with Confidence Fact Sheet," which contains deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and knowledge of past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

681. Syngenta also failed to disclose material information to Hawaii Plaintiffs. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose the insufficiency of its

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approval request to China and that it sought approval cultivate MIR162 in China, both of which caused delay in the regulatory approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place for isolation or channeling of Viptera or Duracade.

682. Syngenta's failure to disclose material information and false and misleading representations and omissions occurred in the course of its business and in connection with its sale and advertisement of Viptera and/or Duracade and caused damage to a large portion of the public, including Hawaii Plaintiffs, who lack the sophistication and bargaining power in matters concerning genetically modified products.

683. As a developer of genetically modified products, Syngenta has special knowledge of regulatory matters and facts pertaining to the content and status of its application for foreign approvals to which corn farmers, including Hawaii Plaintiffs, do not have access.

684. Syngenta also has special knowledge regarding the systems it did and did not institute for isolating and channeling Viptera and/or Duracade, which was not available to corn farmers.

685. Syngenta knew that approval from China would not be forthcoming for (at least) the 2011 growing season, and knew that systems were not in place for either isolation or effective channeling of Viptera and Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera or Duracade would disseminate throughout the U.S. corn supply.

686. Syngenta engaged in these deceptions to sell and increase its sales of Viptera and Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more

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likely it would be that Viptera and Duracade would disseminate into the U.S. corn supply and Hawaii Plaintiffs would be harmed.

687. Syngenta knew that Hawaii Plaintiffs are affected by its business and depend on it for responsible commercialization practices.

688. In equity and good conscience, Syngenta had a duty to disclose the truth – that import approval from China (a key market) was not imminent or indeed anticipated for (at least) the 2011 growing season, that there was not an effective system in place to channel Viptera and/or Duracade away from China (or other foreign markets) from which Syngenta did not have approval, and that purchase and planting of Viptera (and later Duracade) created a substantial risk of loss of the Chinese market and/or prolonging the loss of that market.

689. Syngenta's deceptive trade practices have previously impacted Hawaii Plaintiffs, as well as other Producers and Non-Producers, including those who purchased and/or planted Viptera and/or Duracade seed or corn.

690. Syngenta's deceptive trade practices have previously impacted actual or potential consumers of its products through the loss of the export market of China. Syngenta's deceptive practices have the significant potential to further disrupt the corn export market in the future.

691. Syngenta's deceptive trade practices were fraudulent, willful, knowing, or intentional, and were taken in bad faith. Further, Syngenta knowingly concealed, suppressed, and omitted material facts with the intent that Hawaii Plaintiffs and other U.S. Producers and Non-Producers would rely on the concealment, suppression, or omission in connection with the sale and advertisement of Viptera and Duracade.

692. Syngenta's deceptive trade practices proximately caused an injury in fact to a legally protected interest belonging to Hawaii Plaintiffs.

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693. Syngenta's deceptive trade practices also violated Hawaii law governing the regulation of sale of seeds in that a false and misleading advertisement was made and used with respect to Viptera and Duracade. Hi. Rev. Stat. § 150-23(2).

694. Hawaii Plaintiffs are entitled to compensatory damages and pre- and post-judgment interest.

695. Hawaii Plaintiffs are thus entitled to costs and attorneys' fees as well as any other relief the court considers reasonable. Hi. Stat. Rev. § 481A-4. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

Count 34 - Negligence
(On Behalf of Idaho Plaintiffs)

696. Idaho Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

697. Syngenta owed its stakeholders, including Idaho Plaintiffs, a duty to use at least reasonable care in the timing, scope and terms under which it commercialized MIR162.

698. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

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g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

699. Syngenta's negligence directly and proximately caused harm to Idaho Plaintiffs.

700. Idaho Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

Count 35 - Tortious Interference
(On Behalf of Idaho Plaintiffs)

701. Idaho Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

702. Idaho Plaintiffs had business relationships and a reasonable expectancy of continued relationships with purchasers of corn.

703. Syngenta had knowledge of such expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the expectancy existed.

704. Syngenta induced or caused a disruption of that expectancy without justification or privilege through its use of wrongful and deceptive means to sell the seed to consumers that caused injury to the contractual and business relationships of Idaho Plaintiffs because Viptera and Duracade were not approved in the markets that Syngenta stated it would be approved in, namely China.

705. Syngenta's conduct was intentional, and was improper and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Plaintiffs' fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain, constituting a trespass, and interference with Plaintiffs' use of their property and in violation of Syngenta's duty of care.

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706. Syngenta's interference has proximately caused damage to Idaho Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

707. Idaho Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 36 - Idaho Consumer Protection Act
(On Behalf of Idaho Plaintiffs)

708. Idaho Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

709. Idaho Plaintiffs relied on deceptive trade acts or practices committed by Syngenta in violation of Idaho's Consumer Protection Act codified at I.C. § 48-603. Syngenta made deceptive representations under § 48-603(5) when it represented that Viptera and/or Duracade would have approval and acceptance status from China's export authorities, and that it was reasonable to buy and plant the seed for export to China.

710. Syngenta had knowledge that its business practices concerning the sale of seed to consumers were deceptive in that Syngenta sold Viptera and Duracade by lying to consumers about the acceptability of its seed produce in export markets, specifically China. Deceptive practices and acts include lying to consumers that the approval process for Viptera was already underway and that Syngenta's application had already been submitted to China at the time of the sale to consumers. Such a deceptive practice infiltrated the sale of seed to consumers in Idaho and was done with knowledge that such false information would induce consumers to purchase the seed.

711. Syngenta's conduct was intentional, and was improper and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, and was intentional.

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712. Syngenta's deceptive practices have proximately caused damage to Idaho Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

713. Idaho Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 37 - Negligence
(On Behalf of Illinois Plaintiffs)

714. Illinois Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

715. Syngenta owed a duty of at least reasonable care to its stakeholders, including Illinois Plaintiffs in the timing, scope, and terms under which it commercialized MIR162.

716. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program, which ensured contamination of the U.S. corn supply;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channeling those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

717. Syngenta's negligence is a direct and proximate cause of the injuries and damages sustained by Illinois Plaintiffs. These damages include but are not limited to damaged corn crops

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and reduced corn prices based on the inability to sell corn to the Chinese market.

718. Illinois Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 38 - Illinois Consumer Fraud and Deceptive Business Practices Act
(On Behalf of Illinois Plaintiffs)

719. Illinois Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

720. Corn seed such as Viptera and Duracade is an object, good, and/or commodity constituting merchandise pursuant to 815 Ill. Comp. Stat. 505/1.

721. Syngenta engaged in numerous unfair acts or practices in the timing, scope, and terms under which it commercialized Viptera and Duracade including:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products; and

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that planting Viptera and/or Duracade would lead to loss of the Chinese market.

722. Syngenta's practices, as set forth above, were unfair in that:

a. The practices offend public policy in that they were done negligently, were done in a manner that brought Viptera and/or Duracade in contact with Illinois Plaintiffs' corn thereby resulting in a trespass to chattels, and/or violated industry recognized stewardship obligations;

b. The practices were immoral, oppressive and unscrupulous in that they imposed no meaningful choice on Plaintiffs, imposed an unreasonable burden on the corn farming industry and was so oppressive as to leave corn farmers with little alternative but to submit to the practices. Corn farmers had no control over the closure of the Chinese market due to the commercialization of Viptera and Duracade; had no reasonable ability to

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prevent Viptera and Duracade from entering onto their land, into their corn or into the corn market, and had no reasonable ability to separately channel their corn and Viptera and Duracade; and

c. The practices caused unavoidable and substantial injury to Plaintiffs through the loss of the Chinese export market and reduced U.S. corn prices.

723. Syngenta's unfair practices and conduct was directed toward consumers of Viptera and Duracade as well as other corn producers. Syngenta intended consumers of Viptera and Duracade as well as other corn producers to rely on its acts and practices in commercializing and selling Viptera and Duracade as being done in a manner that would avoid negatively impacting corn export markets.

724. Syngenta's unfair practices occurred during the course of conduct involving trade or commerce, specifically the commercialization and sale of Viptera and Duracade.

725. Illinois plaintiffs incurred damages due to the loss of the Chinese import market and resulting drop in the price of corn due to Syngenta's unfair acts and practices.

726. The loss of the Chinese import market and resulting drop in corn prices was directly and proximately caused by Syngenta's unfair acts and practices.

727. Syngenta's conduct was addressed to the market generally and otherwise implicates consumer protection concerns and, therefore, a consumer nexus exists in that:

a. Syngenta's acts and practices in commercializing and selling Viptera and Duracade corn were directed to all corn farmers generally; and

b. Syngenta's acts and practices otherwise implicate consumer protection concerns including, but not limited to, not unreasonably risking the availability and welfare of corn export markets or minimizing the potential for unwanted comingling of crops.

728. Illinois Plaintiffs are authorized to bring a private action under Illinois Consumer Fraud and Deceptive Businesses Practices Act pursuant to 815 Ill. Comp. Stat. 505/10(a).

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729. Reasonable attorneys' fees and costs should be awarded pursuant to 815 Ill. Comp. Stat. 505/10a.

Count 39 - Negligence
(On Behalf of Indiana Plaintiffs)

730. Indiana Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

731. Syngenta owed a duty of at least reasonable care to its stakeholders, including Indiana Plaintiffs in the timing, scope, and terms under which it commercialized MIR162.

732. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/ or competence to isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

733. Syngenta's negligence directly and proximately caused harm and damages to Indiana Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

734. Indiana Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

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Count 40 - Tortious Interference
(On Behalf Indiana Plaintiffs)

735. Indiana Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

736. Indiana Plaintiffs had valid business relationships and reasonable expectancy of continued business relationships with purchasers of corn.

737. Syngenta had knowledge of such relationships and/or possessed knowledge of facts and circumstances that would lead a reasonable person to believe that such relationships existed.

738. Syngenta intentionally caused an interference with those business relationships.

739. Syngenta's interference was wrongful and illegal because, among other things, it was accomplished with fraud, was intentional, and contaminated fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain, constituting a trespass and interference with Plaintiffs' use of their property and in violation of Syngenta's duty of care.

740. Syngenta's interference proximately caused damage to Indiana Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

741. Indiana Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 41 - Negligence
(On Behalf of Iowa Plaintiffs)

742. Iowa Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

743. Syngenta owed a duty of at least reasonable care to its stakeholders, including Iowa Plaintiffs in the timing, scope, and terms under which it commercialized MIR162.

744. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

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b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/ or competence to isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

745. Syngenta's negligence is a direct and proximate cause of the injuries and damages sustained by Iowa Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

746. Iowa Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 42 - Negligence
(On Behalf of Kansas Plaintiffs)

747. Kansas Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

748. Syngenta owed a duty of at least reasonable care to its stakeholders, including Kansas Plaintiffs in the timing, scope, and terms under which it commercialized MIR162.

749. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/ or

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competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

750. Syngenta's negligence is a direct and proximate cause of the injuries and damages sustained by Kansas Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

751. Kansas Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 43 - Negligence
(On Behalf Kentucky Plaintiffs)

752. Kentucky Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

753. Syngenta owed its stakeholders, including Kentucky Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

754. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing

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Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

755. Syngenta's negligence proximately caused damages to Kentucky Plaintiffs, including but not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

Count 44 - Negligence
(On Behalf of Louisiana Plaintiffs)

756. Louisiana Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

757. Syngenta owed its stakeholders, including Louisiana Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

758. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

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759. Syngenta's negligence proximately caused damages to Louisiana Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

760. Louisiana Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 45 - Damage to Movables
(On Behalf of Louisiana Plaintiffs)

761. The Louisiana Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

762. By commercializing Viptera and/or Duracade prematurely and without adequate systems to isolate and channel it, Syngenta intentionally intermeddled with and brought Viptera and/or Duracade into contact with non-Viptera/Duracade corn in which Louisiana Plaintiffs had possession and/or possessory rights.

763. Syngenta knew that its conduct would, to a substantial certainty, bring Viptera and/or Duracade into contact with Plaintiffs' corn through contamination in fields and/or in grain elevators and other modes of storage and transport.

764. As a result, these Plaintiffs' chattels were impaired as to condition, quality, or value, and Louisiana Plaintiffs were damaged in their movables for which remedy is provided under La. Civ. Code art. 2315(A).

765. The Louisiana Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

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Count 46 - Negligence
(On Behalf of Maine Plaintiffs)

766. Maine Plaintiffs incorporate by reference paragraphs 1-299 as if fully alleged herein.

767. Syngenta owed its stakeholders, including Maine Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

768. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

769. Syngenta's negligence directly and proximately caused harm to Maine Plaintiffs.

770. Maine Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

Count 47 - Tortious Interference
(On Behalf of Maine Plaintiffs)

771. Maine Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

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772. Maine Plaintiffs had business relationships and a reasonable expectancy of continued relationships with purchasers of corn.

773. Syngenta had knowledge of such expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the expectancy existed.

774. Syngenta induced or caused a disruption of that expectancy without justification or privilege.

775. Syngenta's conduct was intentional, improper, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Plaintiffs' fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain, constituting interference with Maine Plaintiffs' use of their property and in violation of Syngenta's duty of care.

776. Syngenta's interference has proximately caused damage to Maine Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

777. Maine Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 48 - Maine Unfair Trade Practices Act
(On Behalf of Maine Plaintiffs)

778. Maine Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

779. Under 5 M.R.S.A. § 207 of the Maine Unfair Trade Practices Act, unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are declared unlawful.

780. Syngenta's deceptive trade practices in connection with the sale and advertisement of Viptera and Duracade constitute a violation of 5 M.R.S.A. § 207.

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781. The Maine Unfair Trade Practices Act provides a private cause of action against Syngenta in connection with Syngenta's violations of 5 M.R.S.A. § 207.

782. Syngenta knowingly and recklessly made numerous false and deceptive representations with the intent of deceiving corn Producers and Non-Producers and to induce Producers and Non-Producers, including Maine Plaintiffs, to purchase Viptera and Duracade.

783. Syngenta's false and deceptive representations misled and deceived Maine Plaintiffs as to Viptera and Duracade's approval and/or certification. Syngenta further knowingly and recklessly represented that Viptera and Duracade had approval that it did not have.

784. Syngenta's conduct created a substantial likelihood of confusion and misunderstanding, and misled, deceived, or damaged Maine Plaintiffs in connection with the sale or advertisement of Viptera and Duracade.

785. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process, Syngenta knew this representation was false and/or made this representation recklessly and willfully without regard to its consequences.

786. Syngenta also submitted the MIR162 Deregulation Petition that falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's Stewardship Agreements requiring channeling would be "successful" in "diverting this product away from export markets...." Based on Syngenta's knowledge of the Chinese regulatory process and based on its expertise and knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The MIR162

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Deregulation Petition was circulated to the public before commercialization and for the purpose of producing sales.

787. Syngenta distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety Certificates," which suggested that Viptera could be exported to China, and a "Plant with Confidence Fact Sheet," which contains deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and Syngenta's knowledge of past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

788. Syngenta also failed to disclose material information to Plaintiffs. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose the insufficiency of its approval request to China, and that it sought approval to cultivate MIR162 in China, both of which caused delay in the regulatory approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place for isolatiors or channeling Viptera or Duracade.

789. Syngenta's failure to disclose material information and false and misleading representations and omissions occurred in the course of its business and caused damage to a large portion of the public, including Maine Plaintiffs, who lack the sophistication and bargaining power in matters concerning genetically modified products.

790. As a developer of genetically modified products, Syngenta has special knowledge of regulatory matters and facts pertaining to the content and status of its application for foreign approvals to which Maine Plaintiffs did not have access.

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791. Syngenta also has special knowledge regarding the systems it did and did not institute for isolating and channeling of its genetically modified products, including Viptera and Duracade, which was not available to Producers and Non-Producers.

792. Syngenta knew that approval from China would not be forthcoming for (at least) the 2011 growing season, and knew that systems were not in place for either isolating or effectively channeling Viptera and Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera or Duracade would disseminate throughout the U.S. corn supply.

793. Syngenta engaged in these deceptions to sell and increase its sales of Viptera and Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more likely it would be that Viptera and Duracade would disseminate into the U.S. corn supply and farmers would be harmed.

794. Syngenta knew that farmers like Maine Plaintiffs here are affected by its business and depend on it for responsible commercialization practices.

795. In equity and good conscience, Syngenta had a duty to disclose the truth – that import approval from China (a key market) was not imminent or indeed anticipated for (at least) the 2011 growing season, that there was not an effective system in place to channel Viptera and Duracade away from China (or other foreign markets) from which Syngenta did not have approval, and that purchase and planting of Viptera (and later Duracade) created a substantial risk of loss of the Chinese market and/or prolonging the loss of that market.

796. Syngenta's deceptive trade practices have previously impacted Maine Plaintiffs and others, including Producers and Non-Producers who purchased or planted Viptera or Duracade.

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797. Syngenta's deceptive trade practices have previously impacted actual or potential consumers of its products through the loss of the China export market. Syngenta's deceptive practices have the significant potential to cause further disruption to the corn export market in the future.

798. Syngenta's deceptive trade practices were fraudulent, willful, knowing, or intentional, and were taken in bad faith. Further, Syngenta knowingly concealed, suppressed, and omitted material facts with the intent that Maine Plaintiffs and other U.S. Producers and Non-Producers would rely on the concealment, suppression, or omission in connection with the sale and advertisement of Viptera and Duracade.

799. Syngenta's deceptive trade practices proximately caused an injury in fact to a legally protected interest belonging to Maine Plaintiffs.

800. Maine Plaintiffs are thus entitled to damages, plus their attorney's fees and costs incurred in this action. 5 M.R.S.A. § 213. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

Count 49 - Negligence
(On Behalf of Maryland Plaintiffs)

801. Maryland Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

802. Syngenta owed its stakeholders, including Maryland Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

803. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

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c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

804. Syngenta's negligence directly and proximately caused damages to Maryland Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

805. Maryland Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 50 - Tortious Interference
(On Behalf of Maryland Plaintiffs)

806. Maryland Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

807. Maryland Plaintiffs had business relationships and a reasonable expectancy of continued relationships with purchasers of corn.

808. Syngenta had knowledge of such expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the expectancy existed.

809. Syngenta induced or caused a disruption of that expectancy without justification or privilege.

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810. Syngenta's conduct was intentional, improper, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Plaintiffs' fields, storage units, equipment, grain elevators and other facilities in the U.S. supply chain, in violation of Syngenta's duty of care.

811. Syngenta's interference proximately caused damage to Maryland Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

812. Maryland Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 51 – Maryland Consumer Protection Act
(On Behalf of Maryland Plaintiffs)

813. Maryland Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

814. Maryland Plaintiffs relied on deceptive trade acts or practices committed by Syngenta in violation of Maryland's Consumer Protection Act, MD Code, § 13-301 *et seq*. Syngenta made deceptive representations under § 13-301 when it represented China's timing of approval of Viptera and that it was reasonable to buy and plant the seed for export to China.

815. Syngenta had knowledge that its business practices concerning the sale of seed to consumers were deceptive in that Syngenta sold its GMO seed by lying to consumers about the acceptability of its seed produce in export markets, specifically China. Deceptive practices and acts include lying to consumers that the approval process for GMO seed was already underway and that Syngenta's application had already been submitted to China at the time of the sale to consumers. Such a deceptive practice infiltrated the sale of seed to consumers in Maryland and

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was done with knowledge that such false information would induce consumers to purchase the seed.

816. Syngenta's conduct was intentional, improper, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, and was intentional, and contaminated Plaintiffs' fields, storage units, equipment, grain elevators, and other facilities in the U.S. supply chain in violation of Syngenta's duty of care.

817. Syngenta's deceptive practices have proximately caused damage to Maryland Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

818. Maryland Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 52 – Negligence
(On Behalf of Massachusetts Plaintiffs)

819. Massachusetts Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

820. Syngenta owed its stakeholders, including Massachusetts Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

821. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

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e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

822. Syngenta's negligence proximately caused harm to Massachusetts Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

823. Massachusetts Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 53 – Tortious Interference with Advantageous Relations'
(On Behalf of Massachusetts Plaintiffs)

824. Massachusetts Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

825. Massachusetts Plaintiffs had business relationships and reasonable expectancy of continued relationships with purchasers of corn.

826. Syngenta had knowledge of such expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the expectancy existed.

827. Syngenta induced or caused a disruption of that expectancy without justification or privilege.

828. Syngenta's conduct was intentional, improper, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Plaintiffs' fields, storage units, equipment, grain elevators and other

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facilities in the U.S. supply chain, constituting a trespass and interference with Plaintiffs' use of their property and in violation of Syngenta's duty of care.

829. Syngenta had no legitimate interest in Massachusetts Plaintiffs' expectancy but alternatively, if it had such an interest, Syngenta employed wrongful means including without limitation, misrepresentations, nuisance, and trespass.

830. As a direct and proximate result of Syngenta's conduct, Massachusetts Plaintiffs were damaged. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

831. Massachusetts Plaintiffs are thus entitled to an award of compensatory damages, pre- and post-judgment interest.

Count 54 – Massachusetts Consumer Protection Act
(On Behalf of Massachusetts Plaintiffs)

832. Massachusetts Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

833. The Massachusetts Consumer Protection Act provides that "unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce…is unlawful." Mass. Gen. Laws ch. 93A, § 2(a). "Trade" and "commerce" includes "the sale…or distribution of any services and any property, tangible or intangible, real, personal or mixed, any security…any contract of sale of a commodity for future delivery, and any other article, commodity, or thing of value…any trade or commerce directly or indirectly affecting the people of this commonwealth." Mass. Gen. Laws ch. 93A, § 1(b).

834. Syngenta engaged in numerous deceptive acts or practices in the timing, scope, and terms under which it commercialized Viptera and Duracade including:

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a. Prematurely commercializing Viptera and Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market.

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

835. Syngenta also made numerous false and deceptive representations regarding the importance of the Chinese market and the timing of China's approval of Viptera and/or Duracade.

836. Syngenta made numerous misrepresentations pertaining to the status of China's import approval for MIR162. Among others, and as more fully set forth above, Syngenta during the summer of 2011, represented to stakeholders, including growers (to encourage further sales, planting and harvesting of MIR162), that it would receive China's approval in March 2012. Syngenta continued making this misrepresentation throughout the planting and harvesting season in 2011 and into 2012. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process and its own status for MIR162 in that process, Syngenta knew this representation was false and/or made this representation recklessly and willfully without regard to its consequences.

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837. Syngenta also submitted a MIR162 Deregulation Petition that falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's Stewardship Agreements requiring channeling would be "successful" in "diverting this product away from export markets . . . ." Based on Syngenta's knowledge of the Chinese regulatory process and its knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The MIR162 Deregulation Petition was circulated to the public before commercialization and for the purpose of producing sales.

838. Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety Certificates," which suggested that Viptera could be exported to China, and a "Plant with Confidence Fact Sheet," which contained deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and knowledge of past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

839. Syngenta also failed to disclose material information to Producers and Non-Producers. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose at minimum, in 2010-2011 that it would not have import approval from China by the 2011 crop year and in 2011-2012 that it would not have import approval from China by the 2012 crop year, and that China was a significant and growing import market. Syngenta further failed to disclose at all relevant times the insufficiency of its approval request to China and that it sought approval to cultivate MIR162 in China, both of which Syngenta knew would cause delay in China's regulatory

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approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place for isolating or channeling Viptera and/or Duracade and the very high likelihood that MIR162 would move into export channels where it was not approved, causing market disruption.

840. Syngenta engaged in these deceptions to sell and increase its sales of Viptera and/or Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more likely it would be that Viptera and/or Duracade would disseminate into the U.S. corn supply and Producers and Non-Producers would be harmed.

841. Syngenta knew that approval from China was not expected or reasonably likely to occur for (at least) the 2011 and 2012 growing seasons and knew that systems were not in place for either isolating or effectively channeling Viptera and Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera and/or Duracade would disseminate throughout the U.S. corn supply.

842. Syngenta knew that Plaintiffs here are affected by its business and depend on it for responsible commercialization practices.

843. Syngenta's conduct, misrepresentations and omissions, were immoral, unethical, oppressive, or unscrupulous and possessed the tendency or capacity to mislead or create the likelihood of deception.

844. Syngenta's unfair and deceptive practices occurred during the conduct of trade or commerce, specifically the commercialization and sale of Viptera and/or Duracade, affecting the people of the State of Massachusetts.

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845. These unfair and deceptive practices caused the injuries and damages sustained by Massachusetts Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

846. Moreover, Syngenta's acts, practices, and misrepresentations affect the public interest. Syngenta's misrepresentations were made to a large segment of the public and its conduct vitally affects a large segment of the public, including all Producers and Non-Producers, who depend on the responsible stewardship practices of developers like Syngenta when commercializing genetically engineered products.

847. Massachusetts Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest, as well as costs and reasonable attorneys' fees. Mass. Gen. Laws ch. 93A, § 11.

Count 55 - Negligence
(On Behalf of Michigan Plaintiffs)

848. Michigan Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

849. Syngenta owed its stakeholders, including Michigan Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

850. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

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f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

851. Syngenta's negligence proximately caused harm to Michigan Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

852. Michigan Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 56 - Negligence
(On Behalf of Mississippi Plaintiffs)

853. Mississippi Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

854. Syngenta owed its stakeholders, including Mississippi Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

855. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and /or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

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g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

856. Syngenta's negligence proximately caused damages to Mississippi Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

857. Mississippi Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 57 - Negligence
(On Behalf of Missouri Plaintiffs)

858. Missouri Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

859. Syngenta owed a duty of at least reasonable care to its stakeholders, including Missouri Plaintiffs, in the timing, scope, and terms under which it commercialized MIR162.

860. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and /or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

861. Syngenta's negligence is a direct and proximate cause of the injuries and damages sustained by Missouri Plaintiffs. These damages include but are not limited to damaged corn crops

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and reduced corn prices based on the inability to sell corn to the Chinese market.

862. Missouri Plaintiffs are thus entitled to an award of compensatory damages, pre- and post-judgment interest.

Count 58 - Tortious Interference
(On Behalf of Missouri Plaintiffs)

863. Missouri Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

864. Missouri Plaintiffs had business relationships and a reasonable expectancy of continued relationships with purchasers of corn.

865. Syngenta had knowledge of such expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the expectancy existed.

866. Syngenta induced or disrupted that expectancy without justification or privilege.

867. Syngenta's conduct was intentional, improper, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact and contaminated Plaintiffs' fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain, constituting a trespass and interference with Missouri Plaintiffs' use of their property and in violation of Syngenta's duty of care.

868. Syngenta had no legitimate interest in Missouri Plaintiffs' expectancy but alternatively, if it had such an interest, Syngenta employed wrongful means including without limitation, misrepresentations, nuisance, and trespass.

869. As a direct and proximate result of Syngenta's conduct, Missouri Plaintiffs were damaged.

870. Missouri Plaintiffs are thus entitled to an award of compensatory damages, pre- and post-judgment interest.

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Count 59 – Negligence
(On Behalf of Montana Plaintiffs)

871. Montana Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

872. Syngenta owed its stakeholders, including Montana Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

873. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

874. Syngenta's negligence directly and proximately caused harm to Montana Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

875. Montana Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 60 – Tortious Interference with Business Relationships
(On Behalf of Montana Plaintiffs)

876. Montana Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

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877. Montana Plaintiffs had business relationships and a reasonable expectancy of continued relationships with purchasers of corn.

878. Syngenta's acts were intentional and willful and were calculated to cause damage to Montana Plaintiffs in their businesses by making misrepresentations and omissions of material fact, causing its product to contaminate Plaintiffs' fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain.

879. Syngenta's interference has proximately caused actual damage to Montana Plaintiffs.

880. Montana Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 61 - Negligence
(On Behalf of Nebraska Plaintiffs)

881. Nebraska Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

882. Syngenta owed a duty of at least reasonable care to its stakeholders, including Nebraska Plaintiffs, in the timing, scope, and terms under which it commercialized MIR162.

883. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/ or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

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f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

884. Syngenta's negligence is a direct and proximate cause of the injuries and damages sustained by Nebraska Plaintiffs, including but not limited to damaged corn crops and reduced corn prices due to the inability to sell corn to the Chinese market.

885. Nebraska Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 62 - Nebraska Consumer Protection Act
(On Behalf of Nebraska Plaintiffs)

886. Nebraska Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

887. The Nebraska Consumer Protection Act provides that "unfair or deceptive acts or practices in the conduct of any trade or commerce shall be unlawful." Neb. Rev. Stat. § 59-1602. "Trade and commerce" means "the sale of assets", including any property, tangible or otherwise, real or personal, and anything of value, "or services and any commerce directly or indirectly affecting the people of the State of Nebraska." Neb. Rev. Stat. § 59-1601 (2, 3). Corn seed constitutes assets under Section 59-1601, Neb. Rev. Stat.

888. Syngenta engaged in numerous unfair and deceptive acts or practices in the timing, scope, and terms under which it commercialized Viptera and/or Duracade including:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/ or competence to effectively isolate or channel those products; and

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e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market.

889. Syngenta also made numerous false and deceptive representations regarding the importance of the Chinese market and the timing of China's approval of Viptera and/or Duracade.

890. Syngenta made numerous misrepresentations pertaining to the status of China's import approval for MIR162. Among others, and as more fully set forth above, Syngenta during the summer of 2011, represented to stakeholders, including growers (to encourage further sales, planting and harvesting of MIR162), that it would receive China's approval in March 2012. Syngenta continued making this misrepresentation throughout the planting and harvesting season in 2011 and into 2012. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process and its own status for MIR162 in that process, Syngenta knew this representation was false and/or made this representation recklessly and willfully without regard to its consequences.

891. Syngenta also submitted a MIR162 Deregulation Petition that falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's Stewardship Agreements requiring channeling would be "successful" in "diverting this product away from export markets . . . ." Based on Syngenta's knowledge of the Chinese regulatory process and its knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The MIR162 Deregulation Petition was circulated to the public prior to commercialization and for the purpose of producing sales.

892. Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety

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Certificates," which suggested that Viptera could be exported to China, and a "Plant with Confidence Fact Sheet," which contains deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and knowledge of past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

893. Syngenta also failed to disclose material information to Producers and Non-Producers. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose at minimum, in 2010-2011 that it would not have import approval from China by the 2011 crop year and in 2011-2012 that it would not have import approval from China by the 2012 crop year, and that China was a significant and growing import market. Syngenta further failed to disclose at all relevant times the insufficiency of its approval request to China, and that it sought approval to cultivate MIR162 in China, both of which Syngenta knew would cause delay in China's regulatory approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place for isolating or channeling of Viptera and/or Duracade and the very high likelihood that MIR162 would move into export channels where it was not approved, causing market disruption.

894. Syngenta engaged in these deceptions in order to sell and increase its sales of Viptera and/or Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more likely it would be that Viptera and Duracade would disseminate into the U.S. corn supply and Nebraska Plaintiffs would be harmed.

895. Syngenta knew that approval from China was not expected or reasonably likely to occur for (at least) the 2011 and 2012 growing seasons, and knew that systems were not in place

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for either isolating or effectively channeling Viptera and/or Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera and/or Duracade would disseminate throughout the U.S. corn supply.

896. Syngenta knew that Nebraska Plaintiffs are affected by its business and depend on it for responsible commercialization practices.

897. Syngenta's conduct, misrepresentations, and omissions, were immoral, unethical, oppressive, or unscrupulous and possessed the tendency or capacity to mislead or create the likelihood of deception.

898. Syngenta's unfair and deceptive practices occurred during the conduct of trade or commerce, specifically the commercialization and sale of Viptera and/or Duracade, affecting the people of the State of Nebraska.

899. These unfair and deceptive practices caused the injuries and damages sustained by Nebraska Plaintiffs.

900. Moreover, Syngenta's acts, practices, and misrepresentations affect the public interest. Syngenta's misrepresentations were made to a large segment of the public and its conduct vitally affects a large segment of the public, including all farmers and others in the business of selling corn and corn products, who depend on the responsible stewardship practices of developers like Syngenta when commercializing GM products.

901. Nebraska Plaintiffs are thus entitled to an award of compensatory damages, pre- and post-judgment interest, as well as costs and reasonable attorneys' fees. Neb. Rev. Stat. § 59-1609.

Count 63 - Negligence
(On behalf of Nevada Plaintiffs)

902. Nevada Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

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903. Syngenta owed its stakeholders, including Nevada Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

904. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

905. Syngenta's negligence proximately caused harm to Nevada Plaintiffs including damaged corn and reduced corn prices.

906. Nevada Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 64 - Nevada Consumer Protection Act
Nev. Stat. §§ 41.600, 598.0915
(On behalf of Nevada Plaintiffs)

907. Nevada Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

908. Nevada Plaintiffs bring this claim under Nev. Stat. §§ 41.600, 598.0915.

909. Syngenta engaged in numerous deceptive acts or practices in the timing, scope, and terms under which it commercialized Viptera and Duracade including:

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a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market.

910. Syngenta also made numerous false and deceptive representations regarding the importance of the Chinese marketing and the timing of China's approval of Viptera and/or Duracade.

911. Syngenta made numerous misrepresentations pertaining to the status of China's import approval for MIR162. Among others, and as more fully set forth above, Syngenta during the summer of 2011, represented to stakeholders, including growers (to encourage further sales, planting, and harvesting of MIR162), that it would receive China's approval in March 2012. Syngenta continued making this misrepresentation throughout the planting and harvesting season in 2011 and into 2012. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process and its own status for MIR162 in that process, Syngenta knew this representation was false and/or made this representation recklessly and willfully without regard to its consequences.

912. Syngenta also submitted its MIR162 Deregulation Petition that falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's Stewardship Agreements requiring channeling would be

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"successful" in "diverting this product away from export markets . . . ." Based on Syngenta's knowledge of the Chinese regulatory process, and based on its expertise and knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The MIR162 Deregulation Petition was circulated to the public before commercialization and for the purpose of producing sales.

913. Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety Certificates," which suggested that Viptera could be exported to China, and a "Plant with Confidence Fact Sheet," which contained deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and Syngenta's knowledge of past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

914. Syngenta also failed to disclose material information to Nevada Plaintiffs. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose at minimum, in 2010-2011 that it would not have import approval from China by the 2011 crop year and in 2011-2012 that it would not have import approval from China by the 2012 crop year, and that China was a significant and growing import market. Syngenta further failed to disclose at all relevant times the insufficiency of its approval request to China, and that it sought approval to cultivate MIR162 in China, both of which Syngenta knew would cause delay in China's regulatory approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not

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(and would not be) an effective system in place for isolating or channeling Viptera or Duracade and the very high likelihood that MIR162 would move into export channels where it was not approved, causing market disruption.

915. Syngenta engaged in these deceptions in order to sell and increase its sales of Viptera and/or Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more likely it would be that Viptera and/or Duracade would disseminate into the U.S. corn supply and Nevada Plaintiffs would be harmed.

916. Syngenta knew that approval from China was not expected or reasonably likely to occur for (at least) the 2011 and 2012 growing seasons and knew that systems were not in place for either isolating or effective channeling Viptera and/or Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera and/or Duracade would disseminate throughout the U.S. corn supply.

917. Syngenta knew that Nevada Plaintiffs are affected by its business and depend on it for responsible commercialization practices.

918. Syngenta's conduct, misrepresentations, and omissions, were immoral, unethical, oppressive, or unscrupulous and possessed the tendency or capacity to mislead or create the likelihood of deception.

919. Syngenta's deceptive practices occurred during the conduct of trade or commerce, specifically the commercialization and sale of Viptera and Duracade, affecting the people of the State of Nevada.

920. These deceptive practices caused the injuries and damages sustained by Nevada Plaintiffs.

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921. Moreover, Syngenta's acts, practices, and misrepresentations affect the public interest. Syngenta's misrepresentations were made to a large segment of the public and its conduct vitally affects a large segment of the public, including all farmers and others in the business of selling corn and corn products, who depend on the responsible stewardship practices of developers like Syngenta when commercializing genetically engineered products.

922. Nevada Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest, as well as costs and reasonable attorneys' fees under Nev. Stat. § 41.600.

Count 65 – Tortious Interference with Prospective Economic Advantage
(On Behalf of Nevada Plaintiffs)

923. Nevada Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

924. Nevada Plaintiffs had business relationships and prospective contractual relationships with purchasers of corn.

925. Syngenta had knowledge of prospective relationships and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the prospective relationships existed.

926. Except for the conduct of Syngenta, Nevada Plaintiffs were reasonably certain to have continued the relationships and realized the expectancy of continued relationships with purchasers of corn.

927. Syngenta induced or caused a disruption of that expectancy without justification or privilege.

928. Syngenta's conduct was intentional, improper, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Plaintiffs' fields, storage units, equipment, grain elevators and other

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facilities of the U.S. supply chain, constituting a trespass and interference with Nevada Plaintiffs' use of their property and in violation of Syngenta's duty of care.

929. Syngenta's interference has proximately caused damage to Nevada Plaintiffs.

930. Nevada Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 66 - Negligence
(On behalf of New Hampshire Plaintiffs)

931. New Hampshire Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

932. Syngenta owed its stakeholders, including New Hampshire Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

933. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

934. Syngenta's negligence proximately caused harm to New Hampshire Plaintiffs, including damaged corn and reduced corn prices.

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935. New Hampshire Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 67 - Tortious Interference with Prospective Contractual Relations (On behalf New Hampshire Plaintiffs)

936. New Hampshire Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

937. New Hampshire Plaintiffs had existing and prospective business relationships and a reasonable expectancy of continued relationships with third-party purchasers of corn.

938. Syngenta had knowledge of such relationships or expectancies and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the relationships or expectancies existed. Syngenta intended to prevent the fruition of the prospective and existing business relationships between New Hampshire Plaintiffs and the third-party purchasers of corn.

939. Syngenta was not a party to the business relationships between New Hampshire Plaintiffs and the third-party purchasers of corn.

940. Syngenta intentionally induced or caused a disruption of that expectancy without justification or privilege.

941. Because of Syngenta's conduct, the existing and prospective business relationships between New Hampshire Plaintiffs and the third-party purchasers of corn did not culminate in pecuniary benefit to New Hampshire Plaintiffs.

942. Syngenta's conduct was intentional, and was improper and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Plaintiffs' fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain, constituting a trespass and interference with Plaintiffs' use of their property and in violation of Syngenta's duty of care.

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943. Syngenta's interference is the direct and proximate cause of the damage to New Hampshire Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

944. New Hampshire Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 68 – New Hampshire Consumer Protection Act
N.H. Rev. Stat. § 358-A:2
(On Behalf of New Hampshire Plaintiffs)

945. New Hampshire Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

946. The New Hampshire Consumer Sales Practices Act provides for a private right of action by any person injured by another's use of any method, act or practice declared unlawful under the Act. N. H. Rev. Stat. § 358-A:10.

947. Unfair or deceptive acts or practices shall include, but are not limited to:

a. "Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

b. "Causing likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by another;"

c. "Using deceptive representations or designations of origin in connection with goods or services;"

d. "Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have;" and

e. "Representing that goods or services are of a particular standard, quality, grade, or that goods are of a particular style or model, if they are of another." N.H. Rev. Stat. § 358-A:2 (II, III, IV, V, VI).

948. Syngenta breached its duty by acts and omissions, including but not limited to:

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a. Statements to APHIS and the public, including stakeholders interested in the MIR162 Deregulation Petition, that deregulation of MIR162 should not cause an adverse impact upon export markets for U.S. corn, that Syngenta would communicate the stewardship requirements "using a wide ranging grower education program," and that at the time the MIR162 Deregulation Petition was submitted to APHIS, regulatory filings were in progress in China;

b. Statements to APHIS and the public that MIR162 could and would be channeled away from markets which had not yet approved MIR162;

c. Statements to the press and to investment analysts on quarterly conference calls;

d. Statements in marketing materials published on the Internet such as its "Plant With Confidence" fact sheet; and

e. Other statements indicating that approval from China for MIR162 corn was expected at a time when Syngenta knew that it was not.

949. By deceiving Plaintiffs into believing that Viptera would be marketable to all consumers, Syngenta created a likelihood of confusion or misunderstanding that materially harmed New Hampshire Plaintiffs as a result of China's rejection of Viptera depressed the market for U.S. corn.

950. Syngenta's acts took place in, or affected commerce in, New Hampshire.

951. Syngenta's acts and omissions proximately caused the injuries and damages sustained by New Hampshire Plaintiffs. These damages include but are not limited to damaged corn product and reduced corn prices based on the inability to sell to the Chinese market.

952. New Hampshire Plaintiffs are entitled to compensatory damages and pre- and post-judgment interest.

Count 69 - Negligence
(On behalf of New Jersey Plaintiffs)

953. New Jersey Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

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954. Syngenta owed its stakeholders, including New Jersey Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

955. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

956. Syngenta's negligence proximately caused harm to New Jersey Plaintiffs.

957. New Jersey Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 70 - Tortious Interference
(On behalf of New Jersey Plaintiffs)

958. New Jersey Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

959. New Jersey Plaintiffs had business relationships and a reasonable expectancy of continued relationships with third-party purchasers of corn.

960. Syngenta had knowledge of such expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the expectancy existed.

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961. Syngenta induced or caused a disruption of that expectancy without justification or privilege.

962. Syngenta's conduct was intentional, improper and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated New Jersey Plaintiffs' fields, storage units, equipment, grain elevators, and other facilities of the U.S. supply chain, constituting a trespass and interference with New Jersey Plaintiffs' use of their property and in violation of Syngenta's duty of care.

963. There was an absence of justification for Syngenta's conduct.

964. Syngenta had no legitimate interest in New Jersey Plaintiffs' expectancy but alternatively, if it had such an interest, Syngenta employed wrongful means including without limitation, misrepresentations, nuisance, and trespass.

965. As a direct and proximate result of Syngenta's conduct, New Jersey Plaintiffs were damaged.

966. New Jersey Plaintiffs are thus entitled to an award of compensatory damages, pre- and post-judgment interest.

Count 71 - New Jersey Consumer Protection Act
N.J. Stat. § 56:8-1, *et seq*.
(On behalf of New Jersey Plaintiffs)

967. New Jersey Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

968. New Jersey Plaintiffs bring this action under N.J. Stat. § 56:8-1, *et seq*.

969. Syngenta engaged in numerous deceptive acts or practices in the timing, scope, and terms under which it commercialized Viptera and Duracade including:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

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b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products; and

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market.

970. Syngenta also made numerous false and deceptive representations regarding the importance of the Chinese marketing and the timing of China's approval of Viptera and/or Duracade.

971. Syngenta made numerous misrepresentations pertaining to the status of China's import approval for MIR162. Among others, and as more fully set forth above, Syngenta during the summer of 2011, represented to stakeholders, including growers (to encourage further sales, planting and harvesting of MIR162), that it would receive China's approval in March 2012. Syngenta continued making this misrepresentation throughout the planting and harvesting season in 2011 and into 2012. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process and its own status for MIR162 in that process, Syngenta knew this representation was false and/or made this representation recklessly and willfully without regard to its consequences.

972. Syngenta also submitted its MIR162 Deregulation Petition that falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's Stewardship Agreements requiring channeling would be "successful" in "diverting this product away from export markets . . . ." Based on Syngenta's knowledge of the Chinese regulatory process and based on its expertise and knowledge of past

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contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The MIR162 Deregulation Petition was circulated to the public before commercialization and for the purpose of producing sales.

973. Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety Certificates," which suggested that Viptera could be exported to China and a "Plant with Confidence Fact Sheet," which contained deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and Syngenta's knowledge of past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

974. Syngenta also failed to disclose material information to New Jersey Plaintiffs. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose at minimum, in 2010-2011 that it would not have import approval from China by the 2011 crop year and in 2011-2012 that it would not have import approval from China by the 2012 crop year, and that China was a significant and growing import market. Syngenta further failed to disclose at all relevant times the insufficiency of its approval request to China, and that it sought approval to cultivate MIR162 in China, both of which Syngenta knew would cause delay in China's regulatory approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place for isolating or channeling Viptera and/or

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Duracade and the very high likelihood that MIR162 would move into export channels where it was not approved, causing market disruption.

975. Syngenta engaged in these deceptions in order to sell and increase its sales of Viptera and/or Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more likely it would be that Viptera and/or Duracade would disseminate into the U.S. corn supply and New Jersey Plaintiffs would be harmed.

976. Syngenta knew that approval from China was not expected or reasonably likely to occur for (at least) the 2011 and 2012 growing seasons and knew that systems were not in place for either isolating or effective channeling of Viptera and/or Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera and/or Duracade would disseminate throughout the U.S. corn supply.

977. Syngenta knew that New Jersey Plaintiffs here are affected by its business and depend on it for responsible commercialization practices.

978. Syngenta's conduct, misrepresentations, and omissions, were immoral, unethical, oppressive, or unscrupulous and possessed the tendency or capacity to mislead or create the likelihood of deception.

979. Syngenta's unfair and deceptive practices occurred during the conduct of trade or commerce, specifically the commercialization and sale of Viptera and/or Duracade, affecting the people of the State of New Jersey.

980. These unfair and deceptive practices caused the injuries and damages sustained by New Jersey Plaintiffs.

981. Moreover, Syngenta's acts, practices, and misrepresentations affect the public interest. Syngenta's misrepresentations were made to a large segment of the public and its conduct

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vitally affects a large segment of the public, including all farmers and others in the business of selling corn and corn products, who depend on the responsible stewardship practices of developers like Syngenta when commercializing genetically engineered products.

982. New Jersey Plaintiffs are thus entitled to an award of compensatory damages pre- and post-judgment interest, as well as costs and reasonable attorneys' fees under N.J. Stat. § 56:8-19.

Count 72- Negligence
(On Behalf of New Mexico Plaintiffs)

983. New Mexico Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

984. Syngenta owed a duty to New Mexico Plaintiffs to use at least reasonable care in the timing, scope, and terms under which is commercialized MIR162.

985. Syngenta breached its duties by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers in the dangers of contamination by MIR162 and at least the substantial risks that planting Viptera and/or Duracade would lead to the loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

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986. Syngenta's negligence is a direct and proximate cause of the injuries and damages sustained by New Mexico Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

987. New Mexico Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 73 - Tortious Interference
(On Behalf of New Mexico Plaintiffs)

988. New Mexico Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

989. New Mexico Plaintiffs had valid business relationships with customers throughout the crop chain for export and sales to whom they sold their corn. This business relationship was recorded by contracts, invoices, receipts, and other documents demonstrating a consistent course of sales.

990. New Mexico Plaintiffs had a reasonable expectation of economic gain as a result of these relationships and reasonably expected to continue selling corn to such customers in the future.

991. Syngenta knew or should have known that New Mexico Plaintiffs had business relationships in the chain of crop export and sales. Syngenta knew that New Mexico Plaintiffs expected such business relationships to continue into the future.

992. Despite such knowledge, Syngenta intentionally made representations and material omissions of fact that deceived New Mexico Plaintiffs regarding whether customers would accept Viptera and /or Duracade corn.

993. Syngenta further interfered with these prospective business relationships by prematurely releasing Viptera and/or Duracade corn into the U.S. market knowing that it would

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lead to contamination of all U.S. corn shipments. This conduct prevented U.S. corn from being sold to certain export markets, including China, which had not granted approval for purchase or consumption of Viptera and/or Duracade corn.

994. Such representations and material omissions of fact, and such knowing contamination of U.S. corn shipments, constituted improper means of interfering with New Mexico Plaintiffs' prospective business advantage.

995. Syngenta's conduct thus prevented the export of U.S. corn to China, causing depressed prices for New Mexico Plaintiffs in the U.S. As a result, New Mexico Plaintiffs were unable to sell corn at the price they reasonably expected to receive and would have received but for Syngenta's conduct. New Mexico Plaintiffs therefore have been damaged as a result of Syngenta's interference.

996. As a direct and proximate result of Syngenta's conduct, New Mexico Plaintiffs have been injured and have suffered financial loss in excess of $50,000, for which damages and other relief as may be available at law or equity are warranted.

Count 74 - Unfair Practices Act
N.M. Stat. § 57-12-1 et seq.
(On Behalf of New Mexico Plaintiffs)

997. New Mexico Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

998. Under N.M. Stat. § 57-12-3, New Mexico's Unfair Practices Act prohibits "[u]nfair or deceptive trade practices and unconscionable trade practices in the conduct of any trade or commerce."

999. N.M. Stat. § 57-12-2(D) defines unfair or deceptive trade practices to include any false or misleading representations of any kind as well as material omissions of fact made "by a

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person in the regular course of the person's trade or commerce, that may, tends to or does deceive or mislead any person." Such practices specifically include: "(2) causing confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services; (3) causing confusion or misunderstanding as to affiliation, connection or association with or certification by another; (5) representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have [. . .]; (14) using exaggeration, innuendo or ambiguity as to a material fact or failing to state a material fact if doing so deceives or tends to deceive[.]" *Id.*

1000. Syngenta engaged in unlawful practices by employing deceptive acts or practices, fraud, false pretenses, false promises, and/or misrepresentations in connection with the sale or advertisement of Viptera and/or Duracade.

1001. Syngenta knowingly and recklessly made numerous false and deceptive representations with the intent of deceiving [corn farmers] and to induce them to purchase Viptera and/or Duracade.

1002. Syngenta made numerous misrepresentations pertaining to the status of China's import approval for MIR162. Among others, and as more fully set forth above, Syngenta during the summer of 2011, represented to stakeholders, including [corn farmers and others in the chain of crop export and sales] and with the goal of encouraging further sales of MIR162, that it would receive China's approval in March 2012. Syngenta continued making this misrepresentation throughout the planting and harvesting season in 2011 and into 2012. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple days." Based on Syngenta's knowledge of the Chinese regulatory process and its own status within that process for MIR162, Syngenta knew this

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representation was false and/or made this representation recklessly and willfully without regard to its consequences.

1003. Syngenta also submitted its MIR162 Deregulation Petition that falsely states "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's Stewardship Agreements requiring channeling would be "successful" in "diverting this product away from export markets . . . ." Based on Syngenta's knowledge of the Chinese regulatory process and its expertise and knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The MIR162 Deregulation Petition was circulated to the public before commercialization and was for the purpose of producing sales.

1004. As described above, Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety Certificates," which suggested the Viptera could be exported to China, and a "Plant with Confidence Fact Sheet," which contained deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and Syngenta's knowledge of past contamination events, Syngenta knew those representations were false and/or made those representations recklessly and willfully without regard to their consequences.

1005. Syngenta also failed to disclose material information to New Mexico Plaintiffs. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose, at minimum, in 2010-2011 that it would not have import approval from China by the 2012 crop year, and failed to disclose

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that China was a significant and growing import market. Syngenta further failed to disclose at all relevant times the insufficiency of its approval request to China and that it sought approval to cultivate MIR162 in China, both of which Syngenta knew would cause delay in China's regulatory process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) and effective system in place for isolating or channeling Viptera and/or Duracade and the very high likelihood that MIR162 would move into export channels where it was not approved, causing market disruption.

1006. As a developer of genetically modified products Syngenta has special knowledge of regulatory matters and facts pertaining to the content and status of its application for foreign approvals to which New Mexico Plaintiffs do not have access.

1007. Syngenta also has special knowledge regarding the systems it did and did not institute for isolating and channeling of Viptera and/or Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera and/or Duracade would disseminate throughout the U.S. corn supply.

1008. Syngenta knew that New Mexico Plaintiffs are affected by Syngenta's business and depend on Syngenta to act responsibly in commercializing new products.

1009. In equity and good conscience, Syngenta had a duty to disclose the truth: that import approval from China, a key market, was neither expected nor reasonably likely to occur for at least the 2011 and 2012 growing season, that there was not an effective system in place to channel Viptera and/or Duracade away from China or other foreign markets for which Syngenta did not have approval, and that purchase and planting Viptera and later Duracade created a substantial risk of loss of the Chinese market and/or prolonging the loss of the market.

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1010. Syngenta engaged in these deceptions in order to sell and increase its sales of Viptera and/or Duracade despite Syngenta's knowledge that the greater the market penetration, the more likely it would be that Viptera and/or Duracade would disseminate into the U.S. corn supply and New Mexico Plaintiffs would be harmed.

1011. Syngenta in fact did acquire money or property by means of its unlawful practices through sales of Viptera and/or Duracade.

1012. Syngenta's conduct caused damage to New Mexico Plaintiffs.

1013. New Mexico Plaintiffs therefore are entitled to an award of compensatory damages and pre- and post-judgment interest.

1014. New Mexico Plaintiffs are further entitled to an award of attorneys' fees and costs.

Count 75 - Negligence
(On Behalf of New York Plaintiffs)

1015. New York Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1016. Syngenta owed a duty to New York Plaintiffs to use at least reasonable care in the timing, scope, and terms under which is commercialized MIR162.

1017. Syngenta breached its duties by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers in the dangers of contamination by MIR162 and at least the substantial risks that planting Viptera and/or Duracade would lead to the loss of the Chinese market;

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f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1018. Syngenta's negligence is a direct and proximate cause of the injuries and damages sustained by New York Plaintiffs, including but not limited to, damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

1019. New York Plaintiffs are thus entitled to an award of compensatory damages, pre- and post-judgment interest.

Count 76 - Deceptive Trade Practices
(On Behalf of New York Plaintiffs)

1020. New York Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1021. Section 349 of New York's General Business Law prohibits "[d]eceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in" the State of New York. N.Y. Bus. Law. § 349(a).

1022. Syngenta has willfully committed deceptive acts and practices directed toward consumers with respect to its business, trade and commerce in New York, including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

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e. Failing to adequately warn and instruct farmers in the dangers of contamination by MIR162 and at least the substantial risks that planting Viptera and/or Duracade would lead to the loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1023. A reasonable consumer would have been misled by these deceptive acts and practices.

1024. Syngenta's deceptive acts and practices took place in New York and injured New York Plaintiffs.

1025. Syngenta's deceptive acts and practices offended the public interest and injured New York Plaintiffs.

1026. Syngenta willfully engaged in the deceptive acts and practices set forth herein.

1027. New York Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest, as well as treble or other exemplary damages, and attorneys' fees and costs, under N.Y. Gen. Bus. Law § 349(h).

Count 77 - Negligence
(On Behalf of North Carolina Plaintiffs)

1028. North Carolina Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1029. Syngenta owed its stakeholders, including North Carolina Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

1030. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

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c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1031. Syngenta's negligence was a direct and proximate cause of the injuries and damages sustained by North Carolina Plaintiffs.

1032. North Carolina Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 78 - North Carolina Unfair and Deceptive Trade Practices Act
(On Behalf of North Carolina Plaintiffs)

1033. North Carolina Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1034. N.C. Gen Stat. § 75-1.1 declares that unfair or deceptive acts or practices in or affecting commerce are unlawful.

1035. A practice is unfair if it offends established public policy, immoral, unethical, oppressive, unscrupulous, or substantially injurious.

1036. N.D. Gen. Stat. § 75-16 provides that if any person or the business of any person is injured by reason of any act or thing done by another in violation of the North Carolina Unfair and Deceptive Trade Practices Act, the injured person or entity may bring a claim for damages.

1037. Syngenta has committed willful unfair trade practices by a number of acts and

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omissions taken to inequitably assert its power and position, including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products; and

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to the loss of the Chinese market.

1038. Syngenta's actions offend public policy, were immoral, unethical, oppressive, unscrupulous, or substantially injurious to North Carolina Plaintiffs.

1039. Syngenta's acts took place in or effected commerce in North Carolina.

1040. Syngenta's actions and omissions proximately caused the injuries and damages sustained by North Carolina Plaintiffs.

1041. Syngenta willfully engaged in the unfair and deceptive acts and practices set forth herein.

1042. North Carolina Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest, as well as treble or other exemplary damages, attorneys' fees and costs under N.C. Gen. Stat §§ 75-16 and 75-16.1.

Count 79 - Negligence
(On Behalf of North Dakota Plaintiffs)

1043. North Dakota Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1044. Syngenta owed its stakeholders, including North Dakota Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

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1045. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1046. Syngenta's negligence directly and proximately caused harm to North Dakota Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell to the Chinese market.

1047. North Dakota Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 80 - Tortious Interference
(On Behalf of North Dakota Plaintiffs)

1048. North Dakota Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1049. North Dakota Plaintiffs had business relationships and a reasonable expectancy of continued relationships with purchasers of corn.

1050. Syngenta had knowledge of such business and expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that such business and

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expectancy existed.

1051. Syngenta's conduct interfered with and disrupted that business and expectancy without justification or privilege.

1052. Syngenta's conduct was intentional, improper, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated North Dakota Plaintiffs' fields, storage units, equipment, grain elevators, and other facilities of the U.S. supply chain, constituting a trespass and interference with North Dakota Plaintiffs' use of their property and in violation of Syngenta's duty of care.

1053. Syngenta's interference has proximately caused damage to North Dakota Plaintiffs.

1054. North Dakota Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 81 - North Dakota Unfair Trade Practices and Consumer Protection Law (On Behalf of North Dakota Plaintiffs)

1055. North Dakota Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1056. Under N.D. Code Ann. § 51-15-02, "[t]he act, use, or employment by any person of any deceptive act or practice, fraud, false pretense, false promise, or misrepresentation, with the intent that others rely thereon in connection with the sale or advertisement of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is declared to be an unlawful practice."

1057. Syngenta engaged in unlawful practices by employing deceptive acts or practices, fraud, false pretenses, false promises, and/or misrepresentations in connection with the sale or advertisement of Viptera and/or Duracade.

1058. Syngenta knowingly and recklessly made numerous false and deceptive

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representations with the intent of deceiving corn farmers and induce them to purchase Viptera and Duracade.

1059. Syngenta made numerous misrepresentations pertaining to the status of China's import approval for MIR162. Among others, and as more fully set forth above, Syngenta during the summer of 2011, represented to stakeholders, including growers (to encourage further sales, planting and harvesting of MIR162), that it would receive China's approval in March 2012. Syngenta continued making this misrepresentation throughout the planting and harvesting season in 2011 and into 2012. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process and its own status within that process for MIR162, Syngenta knew this representation was false and/or made this representation recklessly and willfully without regard to its consequences.

1060. Syngenta also submitted its MIR162 Deregulation Petition which falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's Stewardship Agreements requiring channeling would be "successful" in "diverting this product away from export markets . . . ." Based on Syngenta's knowledge of the Chinese regulatory process, and based on its expertise and knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The MIR162 Deregulation Petition was circulated to the public before commercialization and was for the purpose of producing sales.

1061. Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety

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Certificates," which suggested that Viptera could be exported to China, and a "Plant with Confidence Fact Sheet," which contained deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

1062. Syngenta also failed to disclose material information to corn farmers. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose, at minimum, in 2010-2011 that it would not have import approval from China by the 2011 crop year and in 2011-2012 that it would not have import approval from China by the 2012 crop year, and failed to disclose that China was a significant and growing import market. Syngenta further failed to disclose at all relevant times the insufficiency of its approval request to China and that it sought approval to cultivate MIR162 in China, both of which Syngenta knew would cause delay in China's regulatory approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place for isolating or channeling of Viptera and/or Duracade and the very high likelihood that MIR162 would move into export channels where it was not approved, causing market disruption.

1063. As a developer of genetically modified products, Syngenta has special knowledge of regulatory matters and facts pertaining to the content and status of its application for foreign approvals to which North Dakota Plaintiffs do not have access.

1064. Syngenta also has special knowledge regarding the systems it did and did not institute for isolating and channeling Viptera and/or Duracade, which was not available to North Dakota Plaintiffs.

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1065. Syngenta knew that approval from China would not be forthcoming for (at least) the 2011 and 2012 growing season and knew that systems were not in place for either isolating or effectively channeling Viptera and Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera and/or Duracade would disseminate throughout the U.S. corn supply.

1066. Syngenta knew that North Dakota Plaintiffs here are affected by its business and depend on it for responsible commercialization practices.

1067. In equity and good conscience, Syngenta had a duty to disclose the truth – that import approval from China (a key market) was not expected or reasonably likely to occur for (at least) the 2011 and 2012 growing seasons, that there was not an effective system in place to channel Viptera and Duracade away from China (or other foreign markets) from which Syngenta did not have approval, and that purchasing and planting Viptera (and later Duracade) created a substantial risk of loss of the Chinese market and/or prolonging the loss of that market.

1068. Syngenta engaged in these deceptions in order to sell and increase its sales of Viptera and Duracade despite Syngenta's knowledge that the more acres grown with them, the more likely it would be that Viptera and Duracade would disseminate into the U.S. corn supply and farmers would be harmed.

1069. Syngenta in fact did acquire money or property by means of its unlawful practices through sales of Viptera and Duracade.

1070. Syngenta's conduct caused damage to North Dakota Plaintiffs.

1071. North Dakota Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

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1072. Because Syngenta knowingly committed its conduct, three times actual damage is also warranted, North Dakota Plaintiffs further are entitled to costs, disbursements, and reasonable attorney's fees. See N.D. Code Ann. § 51-15-09.

Count 82 - Negligence
(On Behalf of Ohio Plaintiffs)

1073. Ohio Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1074. Syngenta owed its stakeholders, including Ohio Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

1075. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1076. Syngenta's negligence proximately caused damage to Ohio Plaintiffs.

1077. Ohio Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

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Count 83 - Negligence
(On Behalf of Oklahoma Plaintiffs)

1078. Oklahoma Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1079. Syngenta owed its stakeholders, including Oklahoma Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

1080. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1081. Syngenta's negligence directly and proximately caused harm to Oklahoma Plaintiffs, including damaged corn and reduced corn prices.

1082. Oklahoma Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

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Count 84 - Tortious Interference
(On Behalf of Oklahoma Plaintiffs)

1083. Oklahoma Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1084. Oklahoma Plaintiffs had business relationships and reasonable expectancy of continued relationships with purchasers of corn.

1085. Syngenta had knowledge of such business and expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that such business and expectancy existed.

1086. Syngenta's conduct interfered with and disrupted that business and expectancy without justification or privilege.

1087. Syngenta's conduct was intentional, improper, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Oklahoma Plaintiffs' fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain, constituting a trespass and interference with the use of their property and in violation of Syngenta's duty of care.

1088. Syngenta's interference has proximately caused damage to Oklahoma Plaintiffs.

1089. Oklahoma Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 85 - Negligence
(On Behalf of Oregon Plaintiffs)

1090. Oregon Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1091. Syngenta owed its stakeholders, including Oregon Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

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1092. Syngenta also owed an independent duty of care to Oregon Plaintiffs.

1093. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1094. Syngenta's negligence directly and proximately caused harm to Oregon Plaintiffs, including damaged corn and reduced corn prices.

1095. Oregon Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 86 - Tortious Interference
(On behalf of Oregon Plaintiffs)

1096. Oregon Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1097. Oregon Plaintiffs had business relationships and reasonable expectancy of continued relationships with purchasers of corn.

1098. Syngenta also owed an independent duty of care to Oregon Plaintiffs.

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1099. Syngenta had knowledge of such business and expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that such business and expectancy existed.

1100. Syngenta's conduct interfered with and disrupted that business and expectancy without justification or privilege.

1101. Syngenta's conduct was intentional, improper, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Oregon Plaintiffs' fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain, constituting a trespass and interference with the use of their property and in violation of Syngenta's duty of care.

1102. Syngenta's interference has proximately caused damage to Oregon Plaintiffs.

1103. Oregon Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 87 - Negligence
(On Behalf of Pennsylvania Plaintiffs)

1104. Pennsylvania Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1105. Syngenta owed its stakeholders, including Pennsylvania Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

1106. Syngenta also owed an independent duty of care to Pennsylvania Plaintiffs.

1107. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

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c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1108. Syngenta's negligence directly and proximately caused harm to Pennsylvania Plaintiffs, including damaged corn and reduced corn prices.

1109. Pennsylvania Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 88 - Tortious Interference
(On Behalf of Pennsylvania Plaintiffs)

1110. Pennsylvania Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1111. Pennsylvania Plaintiffs had business relationships and reasonable expectancy of continued relationships with purchasers of corn.

1112. Syngenta also owed an independent duty of care to Pennsylvania Plaintiffs.

1113. Syngenta had knowledge of such business and expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that such business and expectancy existed.

1114. Syngenta's conduct interfered with and disrupted that business and expectancy without justification or privilege.

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1115. Syngenta's conduct was intentional, improper, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Pennsylvania Plaintiffs' fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain, constituting a trespass and interference with the use of their property and in violation of Syngenta's duty of care.

1116. Syngenta's interference has proximately caused damage to Pennsylvania Plaintiffs.

1117. Pennsylvania Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 89 - Unfair Trade Practices and Consumer Protection Law
73 P.S. § 201-1
(On Behalf of Pennsylvania Plaintiffs)

1118. Pennsylvania Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1119. Pursuant to the Unfair Trade and Consumer Protection Law ("UTPCPL") "unfair or deceptive acts or practices" include:

a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;

b. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have;

c. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; …

1120. The UTPCPL provides for a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes and thereby

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suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by any person of a method, act or practice declared unlawful."

1121. Syngenta knowingly and recklessly made numerous false and deceptive representations with the intent of deceiving corn farmers and to induce corn farmers to purchase Viptera and/or Duracade.

1122. Syngenta made numerous misrepresentations pertaining to the status of China's import approval for MIR162. Among others, and as more fully set forth above, Syngenta during the summer of 2011, represented to stakeholders, including growers (to encourage further sales, planting and harvesting of MIR162), that it would receive China's approval in March 2012.

1123. Syngenta continued making this misrepresentation throughout the planting and harvesting season in 2011 and into 2012. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process and its own status within that process for MIR162, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to its consequences.

1124. Syngenta also submitted its MIR162 Deregulation Petition that falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's Stewardship Agreements requiring channeling would be "successful" in "diverting this product away from export markets . . . ." Based on Syngenta's knowledge of the Chinese regulatory process and its knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The MIR162 Deregulation Petition was circulated to the public before commercialization and for the purpose of producing sales.

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1125. Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety Certificates," which suggested that Viptera could be exported to China, and a "Plant with Confidence Fact Sheet," which contained deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and its knowledge of past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

1126. Syngenta also failed to disclose material information to corn farmers. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose, at minimum, in 2010-2011 that it would not have import approval from China by the 2011 crop year and in 2011-2012 that it would not have import approval from China by the 2012 crop year, and failed to disclose that China was a significant and growing import market. Syngenta further failed to disclose at all relevant times the insufficiency of its approval request to China and that it sought approval cultivate MIR162 in China, both of which Syngenta knew would cause delay in China's approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place for isolating or channeling of Viptera or Duracade and the very high likelihood that MIR162 would move into export channels where it was not approved, causing market disruption.

1127. Syngenta's failure to disclose material information and false and misleading representations and omissions occurred in the course of its business and caused damage to a large portion of the public, including thousands of corn farmers. Those corn farmers lack the sophistication and bargaining power in matters concerning genetically modified products.

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1128. As a developer of genetically modified products, Syngenta has special knowledge of regulatory matters and facts pertaining to the content and status of its application for foreign approvals to which Pennsylvania Plaintiffs do not have access.

1129. Syngenta also has special knowledge regarding the systems it did and did not institute for isolating and channeling of its genetically modified products, including Viptera and Duracade, which was not available to Pennsylvania Plaintiffs.

1130. Syngenta knew that approval from China would not be forthcoming for (at least) the 2011 and 2012 growing seasons, and knew that systems were not in place for either isolating or effectively channeling Viptera and Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera or Duracade would disseminate throughout the U.S. corn supply.

1131. Syngenta engaged in these deceptions in order to sell and increase its sales of Viptera and Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more likely it would be that Viptera and Duracade would disseminate into the U.S. corn supply and Pennsylvania Plaintiffs would be harmed.

1132. Syngenta knew that farmers like Pennsylvania Plaintiffs are affected by its business and depend on it for responsible commercialization practices.

1133. In equity and good conscience, Syngenta had a duty to disclose the truth – that import approval from China (a key market) was not expected or reasonably likely to occur for (at least) the 2011 and 2012 growing seasons, that there was not an effective system in place to channel Viptera and Duracade away from China (or other foreign markets) from which Syngenta did not have approval, and that purchasing and planting Viptera (and later Duracade) created a substantial risk of loss of the Chinese market and/or prolonging the loss of that market.

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1134. Syngenta's deceptive trade practices have impacted Pennsylvania Plaintiffs, as well as corn farmers other than Pennsylvania Plaintiffs, including corn farmers who purchased and planted Viptera and/or Duracade.

1135. Syngenta's deceptive trade practices have previously impacted actual or potential consumers of its products through the loss of the export market of China. Syngenta's deceptive practices have the potential to cause further disruption to the corn export market in the future.

1136. Syngenta's deceptive trade practices constitute a violation of the UTPCPL. Pennsylvania Plaintiffs were injured in the course of their business or occupation as the result of Syngenta's deceptive trade practices.

1137. Syngenta's deceptive trade practices were fraudulent, willful, knowing, or intentional and taken in bad faith.

1138. Syngenta's deceptive trade practices proximately caused an injury in fact to a legally protected interest belonging to Pennsylvania Plaintiffs.

1139. Pennsylvania Plaintiffs are thus entitled to damages three times the actual damages sustained, plus their attorney's fees and costs incurred in this action.

Count 90 - Negligence
(On Behalf of Rhode Island Plaintiffs)

1140. Rhode Island Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1141. Syngenta owed its stakeholders, including Rhode Island Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

1142. Syngenta also owed an independent duty of care to Rhode Island Plaintiffs.

1143. Syngenta breached its duty by acts and omissions including but not limited to:

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a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1144. Syngenta's negligence directly and proximately caused harm to Rhode Island Plaintiffs, including damaged corn and reduced corn prices.

1145. Rhode Island Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 91 - Trespass to Chattels
(On behalf of Rhode Island Plaintiffs)

1146. Rhode Island Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1147. By commercializing Viptera and/or Duracade prematurely and without adequate systems to isolate and channel it, Syngenta intentionally intermeddled with and brought Viptera and/or Duracade into contact with non-Viptera/Duracade corn in which Rhode Island Plaintiffs had possession and/or possessory rights.

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1148. Syngenta knew that its conduct would, to a substantial certainty, bring Viptera and/or Duracade into contact with Rhode Island Plaintiffs' corn through contamination in fields and/or in grain elevators and other modes of storage and transport.

1149. As a result of the trespass, Rhode Island Plaintiffs' chattels were impaired as to condition, quality, or value, and Rhode Island Plaintiffs were damaged.

1150. Rhode Island Plaintiffs are thus entitled to compensatory damages and pre- and post-judgment interest.

Count 92 - Tortious Interference
(On behalf of Rhode Island Plaintiffs)

1151. Rhode Island Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1152. Rhode Island Plaintiffs had business relationships and reasonable expectancy of continued relationships with purchasers of corn.

1153. Syngenta also owed an independent duty of care to Rhode Island Plaintiffs.

1154. Syngenta had knowledge of such business and expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that such business and expectancy existed.

1155. Syngenta's conduct interfered with and disrupted that business and expectancy without justification or privilege.

1156. Syngenta's conduct was intentional, improper, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Rhode Island Plaintiffs' fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain, constituting a trespass and interference with the use of their property and in violation of Syngenta's duty of care.

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1157. Syngenta's interference has proximately caused damage to Rhode Island Plaintiffs.

1158. Rhode Island Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 93 - Deceptive Trade Practices
R.I. Gen. Laws Ann. tit. 6, Ch. 13.1, *et seq*.
(On Behalf of Rhode Island Producer Plaintiffs)

1159. Rhode Island Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1160. Under the Deceptive Trade Practices Act "unfair methods of competition and unfair or deceptive acts or practices" include:

a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;

b. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have; and

c. Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.

1161. The DTPA provides a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes and thereby suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by any person of a method, act or practice declared unlawful."

1162. Syngenta knowingly and recklessly made numerous false and deceptive representations with the intent of deceiving corn farmers and to induce corn farmers to purchase Viptera and/or Duracade.

1163. Syngenta made numerous misrepresentations pertaining to the status of China's import approval for MIR162. Among others, and as more fully set forth above, Syngenta during

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the summer of 2011, represented to stakeholders, including growers (to encourage further sales, planting and harvesting of MIR162), that it would receive China's approval in March 2012.

1164. Syngenta continued making this misrepresentation throughout the planting and harvesting season in 2011 and into 2012. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process, and its own status within that process for MIR162, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to its consequences.

1165. Syngenta also submitted a MIR162 Deregulation Petition that falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's Stewardship Agreements requiring channeling would be "successful" in "diverting this product away from export markets...." Based on Syngenta's knowledge of the Chinese regulatory process and knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The MIR162 Deregulation Petition was circulated to the public before commercialization and for the purpose of producing sales.

1166. Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety Certificates," which suggested that Viptera could be exported to China, and a "Plant with Confidence Fact Sheet," which contained deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and its knowledge of past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

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1167. Syngenta also failed to disclose material information to corn farmers. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose, at minimum, in 2010-2011 that it would not have import approval from China by the 2011 crop year and in 2011-2012 that it would not have import approval from China by the 2012 crop year, and failed to disclose that China was a significant and growing import market. Syngenta further failed to disclose at all relevant times the insufficiency of its approval request to China and that it sought approval to cultivate MIR162 in China, both of which Syngenta knew would cause delay in China's approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place for isolating or channeling Viptera and/or Duracade and the very high likelihood that MIR162 would move into export channels where it was not approved, causing market disruption.

1168. Syngenta's failure to disclose material information and false and misleading representations and omissions occurred in the course of its business and caused damage to a large portion of the public, including Rhode Island Plaintiffs. Rhode Island Plaintiffs lack the sophistication and bargaining power in matters concerning genetically modified products.

1169. As a developer of genetically modified products, Syngenta has special knowledge of regulatory matters and facts pertaining to the content and status of its application for foreign approvals to which Rhode Island Plaintiffs do not have access.

1170. Syngenta also has special knowledge regarding the systems it did and did not institute for isolating and channeling its genetically modified products, including Viptera and Duracade, which was not available to Rhode Island Plaintiffs.

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1171. Syngenta knew that approval from China would not be forthcoming for (at least) the 2011 and 2012 growing seasons and knew that systems were not in place for either isolation or effectively channeling Viptera and Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera or Duracade would disseminate throughout the U.S. corn supply.

1172. Syngenta engaged in these deceptions in order to sell and increase its sales of Viptera and Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more likely it would be that Viptera and Duracade would disseminate into the U.S. corn supply and farmers would be harmed.

1173. Syngenta knew that Rhode Island Plaintiffs are affected by its business and depend on it for responsible commercialization practices.

1174. In equity and good conscience, Syngenta had a duty to disclose the truth – that import approval from China (a key market) was not expected or reasonably likely to occur for (at least) the 2011 and 2012 growing seasons, that there was not an effective system in place to channel Viptera and Duracade away from China (or other foreign markets) from which Syngenta did not have approval, and that purchasing and planting Viptera (and later Duracade) created a substantial risk of loss of the Chinese market and/or prolonging the loss of that market.

1175. Syngenta's deceptive trade practices have impacted Rhode Island Plaintiffs, as well as other corn farmers outside of Rhode Island Plaintiffs, including corn farmers who purchased and planted Viptera and/or Duracade.

1176. Syngenta's deceptive trade practices have previously impacted actual or potential consumers of its products through the loss of the export market of China. Syngenta's deceptive

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practices have the significant potential to cause further disruption to the corn export market in the future.

1177. Syngenta's deceptive trade practices constitute a violation of the DTPA. Rhode Island Plaintiffs were injured in the course of their business or occupation as the result of Syngenta's deceptive trade practices.

1178. Syngenta's deceptive trade practices were fraudulent, willful, knowing, or intentional and taken in bad faith.

1179. Syngenta's deceptive trade practices proximately caused an injury in fact to a legally protected interest belonging to Rhode Island Plaintiffs.

1180. Rhode Island Plaintiffs are thus entitled to damages three times the actual damages sustained, plus their attorney's fees and costs incurred in this action.

Count 94 - Negligence
(On Behalf of South Carolina Plaintiffs)

1181. South Carolina Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1182. Syngenta owed its stakeholders, including South Carolina Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

1183. Syngenta also owed an independent duty of care to South Carolina Plaintiffs.

1184. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

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d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1185. Syngenta's negligence directly and proximately caused harm to South Carolina Plaintiffs. Those damages include but are not limited to damaged corn and reduced corn prices based on the inability to sell corn to the Chinese market.

1186. South Carolina Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 95 - Tortious Interference
(On behalf of South Carolina Plaintiffs)

1187. South Carolina Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1188. South Carolina Plaintiffs had business relationships and reasonable expectancy of continued relationships with purchasers of corn.

1189. Syngenta also owed an independent duty of care to South Carolina Plaintiffs.

1190. Syngenta had knowledge of such business and expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that such business and expectancy existed.

1191. Syngenta's conduct interfered with and disrupted that business and expectancy without justification or privilege.

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1192. Syngenta's conduct was intentional, improper, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact and contaminated Plaintiffs' fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain, constituting a trespass and interference with these Plaintiffs' use of their property and in violation of Syngenta's duty of care.

1193. Syngenta's interference has proximately caused damage to South Carolina Plaintiffs.

1194. South Carolina Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 96 - Unfair Trade Practices
S.C. Code Ann. § 39-5-10, *et seq*.
(On Behalf of South Carolina Plaintiffs)

1195. South Carolina Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1196. Under the Unfair Trade Practices Act "Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

1197. The UTPA provides a private cause of action for "Any person who suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by another person of an unfair or deceptive method, act or practice declared unlawful by § 39-5-20 may bring an action individually, but not in a representative capacity, to recover actual damages."

1198. Syngenta knowingly and recklessly made numerous false and deceptive representations with the intent of deceiving South Carolina Plaintiffs and to induce Producers and Non-Producers to purchase Viptera and/or Duracade seed and corn.

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1199. Syngenta made numerous misrepresentations pertaining to the status of China's import approval for MIR162. Among others, and as more fully set forth above, Syngenta during the summer of 2011, represented to stakeholders, including growers (to encourage further sales, planting and harvesting of MIR162), that it would receive China's approval in March 2012.

1200. Syngenta continued making this misrepresentation throughout the planting and harvesting season in 2011 and into 2012. On April 18, 2012, Syngenta's Chief Executive Officer, Michael Mack, stated that he expected China to approve Viptera "quite frankly within the matter of a couple of days." Based on Syngenta's knowledge of the Chinese regulatory process and its own status within that process for MIR162, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to its consequences.

1201. Syngenta also submitted a MIR162 Deregulation Petition that falsely stated "there should be no effects on the U.S. maize export markets," that Syngenta's regulatory filings were in process in China, and Syngenta's Stewardship Agreements requiring channeling would be "successful" in "diverting this product away from export markets . . . ." Based on Syngenta's knowledge of the Chinese regulatory process and knowledge of past contamination events, Syngenta knew these representations were false and/or made the representations recklessly and willfully without regard to their consequences. The MIR162 Deregulation Petition was circulated to the public before commercialization and for the purpose of producing sales.

1202. Syngenta also distributed misleading written advertisements and promotional materials to the public for the purpose of inducing sales, including a "Request for Bio-Safety Certificates," which suggested that Viptera could be exported to China, and a "Plant with Confidence Fact Sheet," which contains deceptive statements regarding the importance of China as an export market. Based on Syngenta's knowledge of the Chinese regulatory process and its

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knowledge of past contamination events, Syngenta knew these representations were false and/or made these representations recklessly and willfully without regard to their consequences.

1203. Syngenta also failed to disclose material information to corn farmers. Syngenta did not disclose the threat of contamination and the attendant threat to the export market posed by Viptera and/or Duracade. Syngenta also failed to disclose, at minimum, in 2010-2011 that it would not have import approval from China by the 2011 crop year and in 2011-2012 that it would not have import approval from China by the 2012 crop year, and failed to disclose that China was a significant and growing import market. Syngenta further failed to disclose at all relevant times the insufficiency of its approval request to China and that it sought approval to cultivate MIR162 in China, both of which Syngenta knew would cause delay in China's approval process for MIR162. Syngenta also failed to disclose, and suppressed and concealed, that there was not (and would not be) an effective system in place for isolating or channeling Viptera or Duracade and the very high likelihood that MIR162 would move into export channels where it was not approved, causing market disruption.

1204. Syngenta's failure to disclose material information and false and misleading representations and omissions occurred in the course of its business and caused damage to a large portion of the public, including South Carolina Plaintiffs. South Carolina Plaintiffs lack the sophistication and bargaining power in matters concerning genetically modified products.

1205. As a developer of genetically modified products, Syngenta has special knowledge of regulatory matters and facts pertaining to the content and status of its application for foreign approvals to which South Carolina Plaintiffs do not have access.

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1206. Syngenta also has special knowledge regarding the systems it did and did not institute for isolating and channeling of its genetically modified products, including Viptera and Duracade, which was not available to South Carolina Plaintiffs.

1207. Syngenta knew that approval from China would not be forthcoming for (at least) the 2011 and 2012 growing seasons, and knew that systems were not in place for either isolating or effectively channeling Viptera and Duracade and that absent robust isolation practices and effective channeling, it was virtually certain that Viptera or Duracade would disseminate throughout the U.S. corn supply.

1208. Syngenta engaged in these deceptions in order to sell and increase its sales of Viptera and Duracade, despite Syngenta's further knowledge that the more acres grown with them, the more likely it would be that Viptera and Duracade would disseminate into the U.S. corn supply and South Carolina Plaintiffs would be harmed.

1209. Syngenta knew that South Carolina Plaintiffs are affected by its business and depend on it for responsible commercialization practices.

1210. In equity and good conscience, Syngenta had a duty to disclose the truth – that import approval from China (a key market) was not expected or reasonably likely to occur for (at least) the 2011 and 2012 growing seasons, that there was not an effective system in place to channel Viptera and Duracade away from China (or other foreign markets) from which Syngenta did not have approval, and that purchasing and planting Viptera (and later Duracade) created a substantial risk of loss of the Chinese market and/or prolonging the loss of that market.

1211. Syngenta's deceptive trade practices have impacted South Carolina Plaintiffs, as well as other corn farmers outside of South Carolina Plaintiffs, including corn farmers who purchased and planted Viptera and/or Duracade.

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1212. Syngenta's deceptive trade practices have previously impacted actual or potential consumers of its products through the loss of the export market of China. Syngenta's deceptive practices have the significant potential to cause further disruption to the corn export market in the future.

1213. Syngenta's deceptive trade practices constitute a violation of the UTPA. South Carolina Plaintiffs were injured in the course of their business or occupation as the result of Syngenta's deceptive trade practices.

1214. Syngenta's deceptive trade practices were fraudulent, willful, knowing, or intentional and taken in bad faith.

1215. Syngenta's deceptive trade practices proximately caused an injury in fact to a legally protected interest belonging to South Carolina Plaintiffs.

1216. The public has an interest in ensuring that the deceptive trade practices by Syngenta are not repeated in the future.

1217. South Carolina Plaintiffs thus entitled to damages three times the actual damages sustained, plus their attorney's fees and costs incurred in this action.

Count 97 - Negligence
(On Behalf of South Dakota Plaintiffs)

1218. South Dakota Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1219. Syngenta owed its stakeholders, including South Dakota Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

1220. Syngenta breached that duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

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c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1221. Syngenta's negligence proximately caused harm to South Dakota Plaintiffs, including damaged corn and reduced corn prices.

1222. South Dakota Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 98 - Consumer Protection Act
S.D.C.L. § 37-24-1, *et seq.*
(On Behalf of South Dakota Plaintiffs)

1223. South Dakota Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1224. The South Dakota Deceptive Trade Practices and Consumer Protection Act provides a private right of action for damages by any person who claims to have been adversely affected by any act or practice declared to be unlawful by S.D.C.L. § 37-24-6. S.D.C.L. § 37-24-31.

1225. The Act declares unlawful certain conduct deemed to be a "deceptive act or practice," including but not limited to:

> Knowingly act, use, or employ any deceptive act or practice, fraud, false pretense, false promises, or misrepresentation or to conceal, suppress, or omit any material fact in connection with the sale or advertisement of any merchandise,

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regardless of whether any person has in fact been misled, deceived, or damaged thereby.

S.D.C.L. § 37-24-6(1).

1226. Syngenta breached its duty by acts and omissions, including but not limited to:

a. Statements to APHIS and the public, including stakeholders interested in the MIR162 Deregulation Petition, that deregulation of MIR162 should not cause an adverse impact upon export markets for U.S. corn, that Syngenta would communicate the stewardship requirements "using a wide ranging grower education program," and that at the time the MIR162 Deregulation Petition was submitted to APHIS, regulatory filings were in progress in China;

b. Statements to APHIS and the public that MIR162 could and would be channeled away from markets which had not yet approved MIR162;

c. Statements to the press and to investment analysts on quarterly conference calls;

d. Statements in marketing materials published on the Internet such as its "Plant With Confidence" fact sheet; and

e. Other statements indicating that approval from China for MIR162 corn was expected at a time when Syngenta knew that it was not.

1227. By deceiving South Dakota Plaintiffs into believing that Viptera would be marketable to all consumers, Syngenta created a likelihood of confusion or misunderstanding that materially harmed South Dakota Plaintiffs as a result of China's rejection of Viptera depressed the market for U.S. corn.

1228. Syngenta's acts took place in, or affected commerce in, South Dakota.

1229. Syngenta's acts and omissions proximately caused the injuries and damages sustained by South Dakota Plaintiffs. These damages include but are not limited to damaged corn product and reduced corn prices based on the inability to sell corn to the Chinese market.

1230. South Dakota Plaintiffs are entitled to an aware of compensatory damages and pre- and post-judgment interest.

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Count 99 - Tortious Interference
(On Behalf of South Dakota Plaintiffs)

1231. South Dakota Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1232. To establish a claim for tortious interference with business relationships or expectancy under South Dakota law, a plaintiff must prove (1) the existence of a valid business relationship or expectancy; (2) knowledge by the interferer of the relationship or expectancy; (3) an intentional and unjustified act of interference on the part of the interferer; (4) proof that the interference caused the harm sustained; and (5) damage to the party whose relationship or expectancy was disrupted. *Tibke v. McDougall,* 479 N.W.2d 898, 908 (S.D. 1992).

1233. South Dakota Plaintiffs had valid business relationships or expectancies with purchasers of corn, and expectancies that those business relationships and purchases would continue without interference.

1234. Syngenta had knowledge of the business relationships and expectancies that South Dakota Plaintiffs had with purchasers of corn.

1235. Syngenta acted intentionally or without justification through material misrepresentations and omissions of material facts concerning the marketability of its Viptera and/or Duracade corn products, and by prematurely marketing those products leading to the contamination of fields, storage units, equipment, grain elevators owned and/or operated by South Dakota Plaintiffs as well as other facilities in the U.S. supply chain.

1236. Syngenta's acts took place in, or affected commerce in, South Dakota.

1237. This interference by Syngenta proximately caused substantial harm to South Dakota Plaintiffs. These damages include but are not limited to damaged corn product and reduced corn prices based on the inability to sell to the Chinese market.

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1238. South Dakota Plaintiffs are entitled to an aware of compensatory damages and pre- and post-judgment interest.

Count 100 - Consumer Protection Act
S.D.C.L. § 37-24-1 *et seq.*
(On Behalf of South Dakota Plaintiffs)

1239. South Dakota Plaintiffs incorporate paragraphs 1-299 as if set forth herein.

1240. The South Dakota Deceptive Trade Practices and Consumer Protection Act provides a private right of action for damages by any person who claims to have been adversely affected by any act or practice declared to be unlawful by S.D.C.L. § 37-24-6. S.D.C.L. § 37-24-31.

1241. The Act declares unlawful certain conduct deemed to be a "deceptive act or practice," including but not limited to:

> Knowingly act, use, or employ any deceptive act or practice, fraud, false pretense, false promises, or misrepresentation or to conceal, suppress, or omit any material fact in connection with the sale or advertisement of any merchandise, regardless of whether any person has in fact been misled, deceived, or damaged thereby.

S.D.C.L. § 37-24-6(1).

1242. Syngenta breached its duty by acts and omissions, including but not limited to:

a. Statements to APHIS and the public, including stakeholders interested in the MIR162 Deregulation Petition, that deregulation of MIR162 should not cause an adverse impact upon export markets for U.S. corn, that Syngenta would communicate the stewardship requirements "using a wide ranging grower education program," and that at the time the MIR162 Deregulation Petition was submitted to APHIS, regulatory filings were in progress in China;

b. Statements to APHIS and the public that MIR162 could and would be channeled away from markets which had not yet approved MIR162;

c. Statements to the press and to investment analysts on quarterly conference calls;

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d. Statements in marketing materials published on the Internet such as its "Plant With Confidence" fact sheet; and

e. Other statements indicating that approval from China for MIR162 corn was expected at a time when Syngenta knew that it was not.

1243. By deceiving South Dakota Plaintiffs into believing that Viptera would be marketable to all consumers, Syngenta created a likelihood of confusion or misunderstanding that materially harmed South Dakota Plaintiffs as a result of China's rejection of Viptera depressed the market for U.S. corn.

1244. Syngenta's acts took place in, or affected commerce in, South Dakota.

1245. Syngenta's actions and omissions proximately caused the injuries and damages sustained by South Dakota Plaintiffs. These damages include but are not limited to damaged corn product and reduced corn prices based on the inability to sell corn to the Chinese market.

Count 101 - Tortious Interference
(On Behalf of South Dakota Plaintiffs)

1246. South Dakota Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1247. To establish a claim for tortious interference with business relationships or expectancy under South Dakota law, a plaintiff must prove (1) the existence of a valid business relationship or expectancy; (2) knowledge by the interferer of the relationship or expectancy; (3) an intentional and unjustified act of interference on the part of the interferer; (4) proof that the interference caused the harm sustained; and (5) damage to the party whose relationship or expectancy was disrupted.

1248. South Dakota Plaintiffs had valid business relationships or expectancies with purchasers of corn and expectancies that those business relationships and purchases would continue without interference.

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1249. Syngenta had knowledge of the business relationships and expectancies that South Dakota Plaintiffs had with purchasers of corn.

1250. Syngenta acted intentionally or without justification through material misrepresentations and omissions of material facts concerning the marketability of its Viptera and Duracade corn products, and by prematurely marketing those products leading to the contamination of South Dakota Plaintiffs' fields, storage units, equipment, grain elevators as well as other facilities in the U.S. supply chain.

1251. Syngenta's acts took place in, or affected commerce in, South Dakota.

1252. This interference by Syngenta proximately caused substantial harm to South Dakota Plaintiffs. These damages include but are not limited to damaged corn product and reduced corn prices based on the inability to sell to the Chinese market.

Count 102 - Negligence
(On Behalf of Tennessee Plaintiffs)

1253. Tennessee Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1254. Syngenta owed a duty of at least reasonable care to its stakeholders, including Tennessee Plaintiffs, in the timing, scope, and terms under which it commercialized MIR162.

1255. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and /or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of

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contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1256. Syngenta's negligence is a direct and proximate cause of the injuries and damages sustained by Tennessee Plaintiffs, including damaged corn and reduced corn.

1257. Tennessee Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 103 - Tortious Interference
(On Behalf of Tennessee Plaintiffs)

1258. Tennessee Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1259. Tennessee Plaintiffs had business relationships and a reasonable expectancy of continued relationships with purchasers of corn.

1260. Syngenta had knowledge of such expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the expectancy existed.

1261. Syngenta induced or caused a disruption of that expectancy without justification or privilege.

1262. Syngenta's conduct was intentional, improper, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was intentional, and contaminated Tennessee Plaintiffs' fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain, constituting a trespass and interference with the use of their property and in violation of Syngenta's duty of care.

1263. Syngenta's interference has proximately caused damage to Tennessee Plaintiffs.

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1264. Tennessee Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 104 – Tennessee Consumer Protection Act
T.C.A. § 47-18-104
(On Behalf of Tennessee Plaintiffs)

1265. Tennessee Plaintiffs incorporate paragraphs 1-299 as if set forth herein.

1266. The Tennessee Consumer Protection Act provides for a private right of action by any person injured by another's use of any method, act or practice declared unlawful under the Act. T.C.A. § 47-18-109.

1267. Unfair or deceptive acts or practices shall include, but are not limited to:

a. "Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

b. "Causing likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by another;"

c. "Using deceptive representations or designations of origin in connection with goods or services;"

d. "Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have;" and

e. "Representing that goods or services are of a particular standard, quality, grade, or that goods are of a particular style or model, if they are of another." T.C.A. § 47-18-104 (2-5)(7).

1268. Syngenta breached its duty by acts and omissions, including but not limited to:

a. Statements to APHIS and the public, including stakeholders interested in the MIR162 Deregulation Petition, that deregulation of MIR162 should not cause an adverse impact upon export markets for U.S. corn, that Syngenta would communicate the stewardship requirements "using a wide ranging grower education program," and that at the time the MIR162 Deregulation Petition was submitted to APHIS, regulatory filings were in progress in China;

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b. Statements to APHIS and the public that MIR162 could and would be channeled away from markets which had not yet approved MIR162;

c. Statements to the press and to investment analysts on quarterly conference calls;

d. Statements in marketing materials published on the Internet such as its "Plant With Confidence" fact sheet; and

e. Other statements indicating that approval from China for MIR162 corn was expected at a time when Syngenta knew that it was not.

1269. By deceiving Tennessee Plaintiffs into believing that Viptera would be marketable to all consumers, Syngenta created a likelihood of confusion or misunderstanding that materially harmed Tennessee Plaintiffs as a result of China's rejection of Viptera depressed the market for U.S. corn.

1270. Syngenta's acts took place in, or affected commerce in, Tennessee.

1271. Syngenta's acts and omissions proximately caused the injuries and damages sustained by Tennessee Plaintiffs. These damages include but are not limited to damaged corn product and reduced corn prices based on the inability to sell to the Chinese market.

1272. Tennessee Plaintiffs are entitled to compensatory damages and pre- and post-judgment interest.

Count 105 - Negligence
(On Behalf of Texas Plaintiffs)

1273. Texas Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1274. Syngenta owed a duty of at least reasonable care to its stakeholders, including Texas Plaintiffs, in the timing, scope, and terms under which it commercialized MIR162.

1275. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

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b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and /or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1276. Syngenta's negligence proximately caused harm to Texas Plaintiffs, including but not limited to damaged corn and reduced corn prices.

1277. Texas Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 106 - Tortious Interference
(On Behalf of Texas Plaintiffs)

1278. Texas Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1279. Texas Plaintiffs had business relationships and a reasonable expectancy of continued relationships with purchasers of corn.

1280. Syngenta had knowledge of such expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the expectancy existed.

1281. Syngenta induced or caused a disruption of that expectancy without justification or privilege.

1282. Syngenta's conduct was intentional, improper, and wrongful because, among other things, it was accomplished with misrepresentations and omissions of material fact, was

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intentional, and contaminated Plaintiffs' fields, storage units, equipment, grain elevators and other facilities of the U.S. supply chain, constituting a trespass and interference with Plaintiffs' use of their property and in violation of Syngenta's duty of care.

1283. Syngenta's interference has proximately caused damage to Texas Plaintiffs.

1284. Texas Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 107 – Texas Deceptive Trade Practices-Consumer Protection Act V.T.C.A. § 17.41 (On Behalf of Texas Plaintiffs)

1285. Texas Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1286. The Deceptive Trade Practices-Consumer Protection Act provides for a private right of action by any person injured by another's use of any method, act or practice declared unlawful under the Act. V.T.C.A. § 17-50.

1287. Unfair or deceptive acts or practices shall include, but are not limited to:

a. "Causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

b. "Causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by another;"

c. "Using deceptive representations or designations of origin in connection with goods or services;"

d. "Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have;" and

e. "Representing that goods or services are of a particular standard, quality, grade, or that goods are of a particular style or model, if they are of another." V.T.C.A. § 17-46 (b).

1288. Syngenta breached its duty by acts and omissions, including but not limited to:

a. Statements to APHIS and the public, including stakeholders interested in

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the MIR162 Deregulation Petition, that deregulation of MIR162 should not cause an adverse impact upon expert markets for U.S. corn, that Syngenta would communicate the stewardship requirements "using a wide ranging grower education program," and that at the time the MIR162 Deregulation Petition was submitted to APHIS, regulatory filings were in progress in China;

b. Statements to APHIS and the public that MIR162 could and would be channeled away from markets which had not yet approved MIR162;

c. Statements to the press and to investment analysts on quarterly conference calls;

d. Through statements in marketing materials published in the Internet such as its "Plant With Confidence" fact sheet; and

e. Through other statements indicating that approval from China for MIR162 corn was expected at a time when Syngenta knew that it was not.

1289. By deceiving Plaintiffs into believing that Viptera would be marketable to all consumers, Syngenta created a likelihood of confusion or misunderstanding that materially harmed Texas Plaintiffs as a result of China's rejection of Viptera depressed the market for U.S. corn.

1290. Syngenta's acts took place in, or affected commerce in, Texas.

1291. Syngenta's acts and omissions proximately caused the injuries and damages sustained by Texas Plaintiffs. These damages include but are not limited to damaged corn product and reduced corn prices based on the inability to sell to the Chinese market.

1292. Texas Plaintiffs are entitled to compensatory damages and pre- and post-judgment interest.

Count 108 - Negligence
(On Behalf of Utah Plaintiffs)

1293. Utah Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1294. Syngenta owed its stakeholders, including Utah Plaintiffs, a duty to use reasonable care in the timing, scope, and terms under which it commercialized MIR162.

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1295. Syngenta breached its duty by acts and omissions, including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to the loss of the Chinese market.

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1296. Syngenta's acts took place in, or affected commerce in, Utah.

1297. Syngenta's actions and omissions proximately caused the injuries and damages sustained by Utah Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices.

1298. Utah Plaintiffs are entitled to compensatory damages and pre- and post-judgment interest.

Count 109 - Tortious Interference
(On Behalf of Utah Plaintiffs)

1299. Utah Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1300. Utah Plaintiffs had business relationships with purchasers of corn and an expectancy that those business relationships and purchases would continue.

1301. Syngenta acted intentionally through material misrepresentations and omissions of material facts and by contaminating the fields, storage units, equipment, grain elevators owned

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and/or operated by Utah Plaintiffs, as well as other facilities in the U.S. supply chain.

1302. This interference by Syngenta proximately caused substantial harm to Utah Plaintiffs by inducing or causing a disruption of their business expectancy without justification or privilege.

1303. Syngenta's acts took place in, or affected commerce in, Utah.

1304. Utah Plaintiffs are entitled to compensatory damages and pre- and post-judgment interest.

Count 110 - Utah Consumer Protection Act, § 13-11-1, *et al*.
(On Behalf of Utah Plaintiffs)

1305. Utah Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1306. The Utah Consumer Sales Practices Act provides a private right of action by any consumer who "suffers loss as a result of a violation" of the Act. Utah Code Ann. § 13-11-19.

1307. The Act states that any "deceptive acts or practices by a supplier" as well as any "unconscionable acts or practices by a supplier" violate the Act. *Id*. § 13-11-4.

1308. The list of prohibited practices include, among others:

a. Indicating that the subject of a consumer transaction has sponsorship, approval, performance characteristics, uses or benefits, if it does not;

b. Indicating that the subject of a consumer transaction is of a particular standard, quality, grade, style, model, if it is not;

c. Indicating that the subject of a consumer transaction has been supplied in accordance with a previous representation, if it has not;

d. Indicating that the supplier has a sponsorship, approval, or affiliation the supplier does not have; and

e. Engaging in any unconscionable act or practice in connection with a consumer transaction, as determined as a question of law by a court.

Utah Code Ann. § 13-11-4 (2)(a), (2)(b), (2)(e), (2)(i); § 13-11-5(1)-(2).

1309. Syngenta breached its duty by acts and omissions, including but not limited to:

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a. Statements to APHIS and the public, including stakeholders interested in the MIR162 Deregulation Petition, that deregulation of MIR162 should not cause an adverse impact upon export markets for U.S. corn, that Syngenta would communicate the stewardship requirements "using a wide ranging grower education program," and that at the time the MIR162 Deregulation Petition was submitted to APHIS, regulatory filings were in progress in China;

b. Statements to APHIS and the public that MIR162 could and would be channeled away from markets which had not yet approved MIR162;

c. Statements to the press and to investment analysts on quarterly conference calls;

d. Statements in marketing materials published on the Internet such as its "Plant With Confidence" fact sheet; and

e. Other statements indicating that approval from China for MIR162 corn was expected at a time when Syngenta knew that it was not.

1310. By deceiving Utah Plaintiffs into believing that Viptera would be marketable to all consumers, Syngenta created a likelihood of confusion or misunderstanding that materially harmed Utah Plaintiffs as a result of China's rejection of MIR162 depressed the market for U.S. corn.

1311. Syngenta's acts took place in, or affected commerce in, Utah.

1312. Syngenta's acts and omissions proximately caused the injuries and damages sustained by Utah Plaintiffs. These damages include but are not limited to damaged corn and reduced corn prices based on the inability to sell to the Chinese market.

1313. Utah Plaintiffs are entitled to compensatory damages and pre-judgment and post-judgment interest.

Count 111 - Negligence
(On Behalf of Vermont Plaintiffs)

1314. Vermont Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

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1315. Syngenta owed its stakeholders, including Vermont Plaintiffs, a duty to use reasonable care in the timing, scope, and terms under which it commercialized MIR162.

1316. Syngenta breached its duty by acts and omissions, including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to the loss of the Chinese market.

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1317. Syngenta's acts took place in, or affected commerce in, Vermont.

1318. Syngenta's acts and omissions proximately caused the injuries and damages sustained by Vermont Plaintiffs. These damages include but are not limited to damaged corn and reduced corn prices based on the inability to sell corn to the Chinese market.

1319. Vermont Plaintiffs are entitled to compensatory damages and pre- and post-judgment interest.

Count 112 - Tortious Interference
(On Behalf of Vermont Plaintiffs)

1320. Vermont Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1321. Vermont Plaintiffs had business relationships with purchasers of corn and an expectancy that those business relationships and purchases would continue.

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1322. Syngenta had knowledge of such expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the expectancy existed.

1323. Syngenta induced or caused a disruption of that expectancy without justification or privilege and thereby proximately caused substantial harm to Vermont Plaintiffs.

1324. Syngenta acted intentionally through material misrepresentations and omissions of material facts and by contaminating the fields, storage units, equipment, grain elevators owned and/or operated by Vermont Plaintiffs, as well as other facilities in the U.S. supply chain.

1325. Syngenta's acts took place in, or affected commerce in, Vermont.

1326. Vermont Plaintiffs are entitled to compensatory damages and pre- and post-judgment interest.

Count 113 - Vermont Consumer Fraud Act
Vt. Stat. Ann. tit. 9, § 2451 *et seq.*
(On Behalf of Vermont Plaintiffs)

1327. Vermont Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1328. The Vermont Consumer Fraud Act provides a private right of action by any consumer who purchases or leases goods or services and is harmed by a practice that is declared unlawful by the Act. Vt. Stat. Ann. tit. 9, § 2461(b).

1329. The Act states that "unfair or deceptive acts or practices in commerce, are hereby declared unlawful" as interpreted according to Section 5(a)(1) of the Federal Trade Commission Act, 15 U.S.C. 45. *Id.* § 2453.

1330. Whether conduct is "unfair" under the Act is determined by a number of factors, including "(1) whether the act offends public policy, (2) whether it is immoral, unethical, oppressive or unscrupulous, and (3) whether it causes substantial injury to consumers." *Drake v. Allergan, Inc.*, 63 F. Supp. 3d 382, 393 (D. Vt. 2014).

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1331. To establish a "deceptive practice" under the Act, "(1) there must be a representation, omission, or practice likely to mislead consumers; (2) the consumer must be interpreting the message reasonably under the circumstances; and (3) the misleading effects must be material, that is, likely to affect the consumer's conduct or decision regarding the product." *Madowitz v. Woods at Killington Owners' Ass'n, Inc.*, 2014 VT 21, ¶ 23, 196 Vt. 47, 57, 93 A.3d 571, 579 (2014).

1332. Syngenta breached its duty by acts and omissions, including but not limited to:

a. Statements to APHIS and the public, including stakeholders interested in the MIR162 Deregulation Petition, that deregulation of MIR162 should not cause an adverse impact upon export markets for U.S. corn, that Syngenta would communicate the stewardship requirements "using a wide ranging grower education program," and that at the time the MIR162 Deregulation Petition was submitted to APHIS, regulatory filings were in progress in China;

b. Statements to APHIS and the public that MIR162 could and would be channeled away from markets which had not yet approved MIR162;

c. Statements to the press and to investment analysts on quarterly conference calls;

d. Statements in marketing materials published on the Internet such as its "Plant With Confidence" fact sheet; and

e. Other statements indicating that approval from China for MIR162 was expected at a time when Syngenta knew that it was not.

1333. By deceiving Vermont corn farmers into believing that Viptera would be marketable to all consumers, Syngenta created a likelihood of confusion or misunderstanding that materially harmed Vermont Plaintiffs as a result of China's rejection of Viptera depressed the market for U.S. corn.

1334. Syngenta's acts took place in, or affected commerce in, Vermont.

1335. Syngenta's acts and omissions proximately caused the injuries and damages sustained by Vermont Plaintiffs. These damages include but are not limited to damaged corn and

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reduced corn prices based on the inability to sell corn to the Chinese market.

1336. Vermont Plaintiffs are entitled to compensatory damages and pre- and post-judgment interest.

Count 114 - Negligence
(On Behalf of Virginia Plaintiffs)

1337. Virginia Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1338. Syngenta owed its stakeholders, including Virginia Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

1339. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1340. Syngenta's negligence directly and proximately caused harm to Virginia Plaintiffs. These damages include but are not limited to damaged corn and reduced corn prices based on the inability to sell corn to the Chinese market.

1341. Virginia Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

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Count 115 – Tortious Interference
(On Behalf of Virginia Plaintiffs)

1342. Virginia Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1343. Virginia Plaintiffs had business relationships with purchasers of corn and a reasonable expectancy that those relationships would continue.

1344. Syngenta had knowledge of such expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the expectancy existed.

1345. Syngenta induced or caused a disruption of that expectancy without justification or privilege.

1346. Syngenta's conduct was intentional and improper because, among other things, it was accomplished with misrepresentations and omissions of material fact and contaminated fields, storage units, equipment, grain elevators and other facilities in the U.S. supply chain.

1347. Syngenta's acts took place, or affected commerce, in Virginia.

1348. Syngenta's interference has proximately caused damage to Virginia Plaintiffs. These damages include but are not limited to damaged corn and reduced corn prices based on the inability to sell to the Chinese market.

1349. Virginia Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 116 – Private Nuisance
(On Behalf of Virginia Plaintiffs)

1350. Virginia Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1351. Syngenta's actions have contaminated the corn crop in Virginia and throughout the U.S., thereby reducing the market for Virginia corn.

1352. Syngenta's contamination of the corn crop constitutes a substantial and unreasonable interference with the private use and enjoyment of the land and/or property owned

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or possessed by Virginia Plaintiffs.

1353. Syngenta's actions and omissions proximately caused the injuries and damages sustained by Virginia Plaintiffs.

1354. Virginia Plaintiffs are entitled to compensatory damages and pre- and post-judgment interest.

Count 117 – Virginia Consumer Protection Act
Va. Code Ann. § 59.1-196 *et seq*.
(On Behalf of Virginia Plaintiffs)

1355. Virginia Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1356. The Virginia Consumer Protection Act provides for a private cause of action by any person who suffers loss as the result of a violation of the Act. Va. Code Ann. § 59.1-204(A).

1357. The Act states that certain "fraudulent acts or practices committed by a supplier in connection with a consumer transaction are hereby declared unlawful," including among other things:

- Misrepresenting the source, sponsorship, approval, or certification of goods or services;
- Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits;
- Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model; and
- Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction.

Va. Code Ann. § 59.1-200(A)(2), (5), (6), and (14).

1358. Syngenta committed a number of such fraudulent acts or practices, including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

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b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1359. By deceiving Virginia corn farmers into believing that Viptera and/or Duracade would be marketable to all consumers, Syngenta created a likelihood of confusion or misunderstanding that materially harmed Virginia corn farmers as a result of China's rejection of Viptera depressed the market for U.S. corn.

1360. Syngenta's acts took place in, or affected commerce in, Virginia.

1361. Syngenta's acts and omissions proximately caused the injuries and damages sustained by Virginia Plaintiffs. These damages include but are not limited to damaged corn and reduced corn prices based on the inability to sell to the Chinese market.

1362. Virginia Plaintiffs are entitled to an award of compensatory damages and pre- and post-judgment interest, as well as treble damages because Syngenta's violation of the Act was willful. Va. Code Ann. § 59.1-204(A).

1363. Virginia Plaintiffs are also entitled to attorney's fees and costs under Va. Code Ann. § 59.1-204(B).

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Count 118 – Negligence
(On Behalf of Washington Plaintiffs)

1364. Washington Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1365. Syngenta owed its stakeholders, including Washington Plaintiffs, a duty to use at least reasonable care in the timing, scope, and terms under which it commercialized MIR162.

1366. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1367. Syngenta's negligence directly and proximately caused harm to Washington Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

1368. Washington Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

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Count 119 - Tortious Interference
(On Behalf of Washington Plaintiffs)

1369. Washington Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1370. Washington Plaintiffs had business relationships with purchasers of corn and a reasonable expectancy that those relationships would continue.

1371. Syngenta had knowledge of such expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the expectancy existed.

1372. Syngenta induced or caused a disruption of that expectancy without justification or privilege.

1373. Syngenta's conduct was intentional and improper because, among other things, it was accomplished with misrepresentations and omissions of material fact and contaminated Plaintiffs' fields, storage units, equipment, grain elevators and other facilities in the U.S. supply chain.

1374. Syngenta's acts took place, or affected commerce, in Washington.

1375. Syngenta's interference has proximately caused damage to Washington Plaintiffs. These damages include but are not limited to damaged corn product and reduced corn prices based on the inability to sell to the Chinese market.

1376. Washington Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 120 – Washington Consumer Protection Act
Wa. Rev. Code § 19.86.010 *et seq*.
(On Behalf of Washington Plaintiffs)

1377. Washington Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

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1378. The Washington Consumer Protection Act provides a private cause of action by any person who is injured in his or her business or property by a violation of § 19.86.020 of the Act. Wash. Rev. Code § 19.86.090.

1379. Section 19.86.020 of the Act states that "unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

1380. Syngenta engaged in numerous unfair methods or competition and unfair and deceptive acts or practices in the timing, scope and terms under which it commercialized Viptera and Duracade, including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risk that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1381. Syngenta's unfair practices and conduct was directed toward consumers of Viptera and Duracade as well as other corn Producers and Non-Producers. Syngenta intended consumers of Viptera and Duracade as well as other corn Producers and Non-Producers to rely on its acts and practices in commercializing and selling Viptera and Duracade as being done in a manner that

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would avoid negatively impacting corn expert markets.

1382. Syngenta's unfair practices and conduct had the capacity to injure, and did injure, consumers of Viptera and Duracade as well as other corn Producers and Non-Producers, including Washington Plaintiffs.

1383. Syngenta's acts took place in, or affected commerce in, Washington.

1384. Syngenta's actions and omissions proximately caused the injuries and damages sustained by Washington Plaintiffs.

1385. Washington Plaintiffs are entitled to an award of compensatory damages, attorney's fees, costs, and treble damages as provided by Wash. Rev. Code § 19.86.090. Washington Plaintiffs' are also entitled to pre- and post-judgment interest.

Count 121 – Negligence
(On Behalf of West Virginia Plaintiffs)

1386. West Virginia Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1387. Syngenta owed its stakeholders, including West Virginia Plaintiffs, a duty to use reasonable care in the timing, scope, and terms under which it commercialized MIR162.

1388. Syngenta breached its duty by acts and omissions, including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing

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Viptera and/or Duracade would lead to the loss of the Chinese market.

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1389. Syngenta's acts took place in, or affected commerce in, West Virginia.

1390. Syngenta's acts and omissions proximately caused the injuries and damages sustained by West Virginia Plaintiffs. These damages include but are not limited to damaged corn crops and reduced corn prices based on the inability to sell corn to the Chinese market.

1391. Because Syngenta acted in illegal restraint of trade, West Virginia Plaintiffs are entitled to an award of compensatory damages, treble damages, attorney's fees, filing fees, and other costs of the action under W. Va. Code § 47-18-9.

1392. West Virginia Plaintiffs are further entitled to pre- and post-judgment interest.

Count 122 – Tortious Interference
(On Behalf of West Virginia Plaintiffs)

1393. West Virginia Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1394. West Virginia Plaintiffs had business relationships with purchasers of corn, and an expectancy that those business relationships and purchases would continue.

1395. Syngenta acted intentionally through material misrepresentations and omissions of material facts, and by contaminating the fields, storage units, equipment, grain elevators owned and/or operated by West Virginia Plaintiffs, as well as other facilities in the U.S. supply chain.

1396. Syngenta's acts took place in, or affected commerce in, West Virginia.

1397. This interference by Syngenta proximately caused substantial harm to West Virginia Plaintiffs. These damages include but are not limited to damaged corn product and

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reduced corn prices based on the inability to sell to the Chinese market.

1398. Because Syngenta acted in illegal restraint of trade, West Virginia Plaintiffs are entitled to an award of compensatory damages, treble damages, attorney's fees, filing fees, and other costs of the action, pursuant to W. Va. Code § 47-18-9.

1399. West Virginia Plaintiffs are further entitled to pre- and post-judgment interest.

Count 123 - Consumer Credit and Protection Act
W. Va. Code § 46A-1-101, *et seq*.
(On Behalf of West Virginia Plaintiffs)

1400. West Virginia Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1401. West Virginia Consumer Credit and Protection Act provides a private right of action by any consumer who purchases or leases goods or services and is harmed by a practice that is declared unlawful by the Act. W. Va. Code § 46A-6-106.

1402. The Act states that "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." *Id.* at § 46A-6-104.

1403. The list of "unfair methods of competition and unfair or deceptive acts or practices" includes, among others:

a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;

b. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have;

c. Advertising goods or services with the intent not to supply reasonably expected public demand;

d. Engaging in any other conduct which similarly creates a likelihood of confusion or of misunderstanding; and

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e. The act, use or employment by any person of any deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of any material fact with the intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any goods or services, whether or not any person has in fact been misled, deceived, or damaged thereby.

W. Va. Code § 46A-6-102(7)(B), (E), (J), (L), (M).

1404. Syngenta breached its duty by acts and omissions, including but not limited to:

a. Statements to APHIS and the public, including stakeholders interested in the MIR162 Deregulation Petition, that deregulation of MIR162 should not cause an adverse impact upon export markets for U.S. corn, that Syngenta would communicate the stewardship requirements "using a wide ranging grower education program," and that at the time the MIR162 Deregulation Petition was submitted to APHIS, regulatory filings were in progress in China;

b. Statements to APHIS and the public that MIR162 could and would be channeled away from markets which had not yet approved MIR162;

c. Statements to the press and to investment analysts on quarterly conference calls;

d. Statements in marketing materials published on the Internet such as its "Plant With Confidence" fact sheet; and

e. Other statements indicating that approval from China for MIR162 corn was expected at a time when Syngenta knew that it was not.

1405. By deceiving West Virginia corn farmers into believing that Viptera and/or Duracade would be marketable to all consumers, Syngenta created a likelihood of confusion or misunderstanding that materially harmed West Virginia Plaintiffs as a result of China's rejection of Viptera depressed the market for U.S. corn.

1406. Syngenta's acts took place in, or affected commerce in, West Virginia.

1407. Syngenta's acts and omissions proximately caused the injuries and damages sustained by West Virginia Plaintiffs. These damages include but are not limited to damaged corn and reduced corn prices based on the inability to sell to the Chinese market.

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1408. West Virginia Plaintiffs have provided the notice to Syngenta required by W. Va. Code § 46A-6-106(c), and Syngenta did not cure the financial losses suffered by the West Virginia Plaintiffs.

1409. Because Syngenta acted in illegal restraint of trade, West Virginia Plaintiffs are entitled to an award of compensatory damages, treble damages, attorney's fees, filing fees, and other costs of the action under W. Va. Code § 47-18-9.

1410. West Virginia Plaintiffs are further entitled to pre- and post-judgment interest.

Count 124 - Negligence
(On Behalf of Wisconsin Plaintiffs)

1411. Wisconsin Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1412. Syngenta owed a duty of at least reasonable care to its stakeholders, including Wisconsin Plaintiffs, in the timing, scope, and terms under which it commercialized MIR162.

1413. Syngenta breached its duty by acts and omissions including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on a widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and /or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

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1414. Syngenta's negligence proximately caused damages to Wisconsin Plaintiffs, including damaged corn and reduced corn prices.

1415. Wisconsin Plaintiffs are thus entitled to an award of compensatory damages and pre- and post-judgment interest.

Count 125 – Negligence
(On behalf of Wyoming Plaintiffs)

1416. Wyoming Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1417. Syngenta owed its stakeholders, including Wyoming Plaintiffs, a duty to use reasonable care in the timing, scope, and terms under which it commercialized MIR162.

1418. Syngenta breached its duty by acts and omissions, including but not limited to:

a. Prematurely commercializing Viptera and/or Duracade on widespread basis without reasonable or adequate safeguards;

b. Instituting a careless and ineffective stewardship program;

c. Failing to enforce or effectively monitor its stewardship program;

d. Selling Viptera and/or Duracade to thousands of corn farmers with knowledge that they lacked the mechanisms, experience, ability, and/or competence to effectively isolate or channel those products;

e. Failing to adequately warn and instruct farmers on the dangers of contamination by MIR162 and at least the substantial risks that growing Viptera and/or Duracade would lead to the loss of the Chinese market;

f. Distributing misleading information about the importance of the Chinese market; and

g. Distributing misleading information regarding the timing of China's approval of Viptera and/or Duracade.

1419. Syngenta's acts took place in, or affected commerce in, Wyoming.

1420. Syngenta's actions and omissions proximately caused the injuries and damages sustained by Wyoming Plaintiffs. These damages include but are not limited to damaged corn

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crops and reduced corn prices based on the inability to sell to the Chinese market.

1421. Because the Defendants breached their duty, and caused damages to Wyoming Plaintiffs, Wyoming Plaintiffs are entitled to an award of compensatory damages, attorney's fees, filing fees, and other costs of the action. Wyo. Stat. Ann. §1-14-126; 1-1-109; Wyo. R. Civ. P., Rule 54.

1422. Wyoming Plaintiffs are further entitled to pre- and post-judgment interest. *KM Upstream, LLC v. Elkhorn Const., Inc*., 2012 WY 79, 278 P.3d 711, 726-27 (Wyo. 2012).

Count 126 – Tortious Interference
(On behalf of Wyoming Plaintiffs)

1423. Wyoming Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1424. Wyoming Plaintiffs had business relationships and a reasonable expectancy of continued business relationships with purchasers of corn.

1425. Syngenta had knowledge of such expectancy and/or knowledge of facts and circumstances that would lead a reasonable person to believe that the expectancy existed.

1426. Syngenta induced or caused a breach of that expectancy without justification or privilege.

1427. Syngenta's conduct was intentional and improper because, among other things, it was accomplished with misrepresentations and omissions of material fact, and contaminated Wyoming Plaintiffs' fields, storage units, equipment, grain elevators owned and/or operated by Wyoming Plaintiffs, as well as other facilities in the U.S. supply chain.

1428. Syngenta's acts took place in, or affected commerce in, Wyoming.

1429. The business relationship Wyoming Plaintiffs had with purchasers of corn was disrupted.

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1430. Syngenta's interference has proximately caused damage to Wyoming Plaintiffs.

1431. Syngenta's acts and omissions proximately caused the injuries and damages sustained by Wyoming Plaintiffs. These damages include but are not limited to damaged corn product and reduced corn prices based on the inability to sell to the Chinese market.

1432. Wyoming Plaintiffs are entitled to compensatory damages and pre- and post-judgment interest.

Count 127 – Wyoming Consumer Protection Act
Wyo. Stat. Ann. § 40-12-101 *et seq.*
(On behalf of Wyoming Plaintiffs)

1433. Wyoming Plaintiffs incorporate by reference paragraphs 1-299 as if set forth herein.

1434. The Wyoming Consumer Protection Act provides a private right of action by any consumer who suffers damages from a deceptive trade practice that is declared unlawful by the Act. Wyo. Stat. Ann. § 40-12-108.

1435. A person unlawfully engages in a deceptive trade practice when, in the course of his business and in connection with a consumer transaction, that person knowingly:

a. Represents that merchandise has a source, origin, sponsorship, approval, accessories, or use it does not have;

b. Represents that he has a sponsorship, approval, or affiliation he does not have;

c. Represents that merchandise is of a particular standard, grade, style, or model, if it is not;

d. Represents that merchandise is available to the consumer for a reason that does not exist;

e. Represents that merchandise has been supplied in accordance with a previous representation, if it has not;

f. Makes false or misleading statements of fact concerning the price of

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merchandise;

g. Advertises merchandise with intent not to sell it as advertised;

h. Advertises merchandise with intent not to supply reasonably expectable public demand; and

i. Engages in unfair or deceptive acts or practices.

Wyo. Stat. Ann. § 40-12-105(i-v), (vii), (x), (xi), (xv).

1436. Syngenta breached its duty by acts and omissions, including but not limited to:

a. Statements to APHIS and the public, including stakeholders interested in the MIR162 Deregulation Petition, that deregulation of MIR162 should not cause an adverse impact upon export markets for U.S. corn, that Syngenta would communicate the stewardship requirements "using a wide ranging grower education program," and that at the time the MIR162 Deregulation Petition was submitted to APHIS, regulatory filings were in progress in China;

b. Statements to APHIS and the public that MIR162 could and would be channeled away from markets which had not yet approved MIR162;

c. Statements to the press and to investment analysts on quarterly conference calls;

d. Statements in marketing materials published on the Internet such as its "Plant With Confidence" fact sheet; and

e. Other statements indicating that approval from China for MIR162 corn was expected at a time when Syngenta knew that it was not.

1437. By deceiving Wyoming corn farmers into believing that Viptera and/or Duracade would be marketable to all consumers, Syngenta created a likelihood of confusion or misunderstanding that materially harmed Wyoming Plaintiffs after China's rejection of Viptera depressed the market for U.S. corn.

1438. Syngenta's acts took place in, or affected commerce in, Wyoming.

1439. Syngenta's acts and omissions proximately caused the injuries and damages sustained by Wyoming Plaintiffs. These damages include but are not limited to damaged corn and

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reduced corn prices based on the inability to sell to the Chinese market.

1440. Wyoming Plaintiffs provided the notice to Syngenta required by Wyo. Stat. Ann. § 40-12-109, and Syngenta did not cure the financial losses suffered by Wyoming Plaintiffs.

1441. Because Syngenta engaged in unlawful deceptive trade practices, Wyoming Plaintiffs are entitled to an award of compensatory damages, attorney's fees, filing fees, and other costs of the action. Wyo. Stat. Ann. §1-14-126; 1-1-109; Wyo. R. Civ. P., Rule 54.

1442. Wyoming Plaintiffs are further entitled to pre- and post-judgment interest.

VII. Request for Relief

Plaintiffs demand judgment from all Defendants for:

a. All monetary and compensatory relief to which they are entitled and will be entitled at the time of trial;

b. Attorneys' fees;

c. Pre- and post-judgment interest at the maximum rates allowed by law;

d. The costs of this action; and

e. Such other and further relief as is appropriate.

VIII. Demand for Jury Trial

Plaintiffs demand a trial by jury on all issues.

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ACKNOWLEDGMENT

Plaintiffs hereby acknowledge that sanctions may be imposed under the circumstances set forth in Minn. Stat. § 549.211.

Respectfully submitted.

BASSFORD REMELE
A Professional Association

Dated: May 6, 2016

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