

STATE OF MINNESOTA**DISTRICT COURT****COUNTY OF HENNEPIN****FOURTH JUDICIAL DISTRICT**

In re: Syngenta Litigation

This Document Relates to: ALL ACTIONS

Case Type: Civil Other
Honorable Thomas M. Sipkins

File No.: 27-CV-15-3785

**SYNGENTA'S ANSWER AND DEFENSES
TO PLAINTIFFS' SECOND AMENDED
MINNESOTA CLASS ACTION MASTER
COMPLAINT FOR PRODUCERS**

Defendant Syngenta Seeds, Inc. (now Syngenta Seeds, LLC), by and through its counsel of record, responds as follows to the corresponding numbered averments in Plaintiffs' Second Amended Minnesota Class Action Master Complaint For Producers ("Complaint") while reserving its right to file any motions permitted by the Minnesota Rules of Civil Procedure or by this Court. Syngenta Seeds, LLC, Syngenta Crop Protection AG, Syngenta Corporation, and Syngenta Crop Protection LLC are direct or indirect subsidiaries of Syngenta AG (collectively hereinafter "Syngenta").

ANSWER**INTRODUCTION**

Plaintiffs' "Introduction" contains narrative argument, not factual averments for which a response is required. To the extent a response is deemed required, Syngenta denies plaintiffs' allegations and that they are entitled to any relief, especially when this case concerns harm that plaintiffs allegedly suffered because of China's refusal to accept corn lawfully grown in the United States from Syngenta's U.S.-government-approved genetically modified corn seed called Viptera.

JURISDICTION AND VENUE

1. Paragraph 1 of the Complaint calls for legal conclusions to which no response is necessary.

2. Paragraph 2 of the Complaint calls for legal conclusions to which no response is necessary.

3. Syngenta admits that Syngenta Seeds, Inc. (now Syngenta Seeds, LLC) was a Delaware corporation with a principal place of business at 11055 Wayzata Boulevard, Minnetonka, Minnesota 55305-1526. Syngenta Seeds, Inc. converted to Syngenta Seeds, LLC, a Delaware limited liability company whose sole member is Syngenta Corporation, a Delaware corporation, on December 31, 2015. Syngenta denies that its actions have caused injury or property damage in Minnesota. The remaining averments of paragraph 3 of the Complaint call for legal conclusions to which no response is necessary. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 3 of the Complaint.

4. Syngenta admits certain of its entities market and sell Vipitera and Duracade in Minnesota. Paragraph 4 of the Complaint calls for legal conclusions to which no response is necessary. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 4 of the Complaint.

5. Paragraph 5 of the Complaint calls for legal conclusions to which no response is necessary.

PARTIES

6. Syngenta lacks sufficient knowledge or information to form a belief as to the averments in paragraph 6 of the Complaint, and therefore denies them.

7. Syngenta lacks sufficient knowledge or information to form a belief as to the averments in paragraph 7 of the Complaint, and therefore denies them.

8. Syngenta lacks sufficient knowledge or information to form a belief as to the averments in paragraph 8 of the Complaint, and therefore denies them.

9. Syngenta lacks sufficient knowledge or information to form a belief as to the averments in paragraph 9 of the Complaint, and therefore denies them.

10. Syngenta admits that Syngenta Seeds, Inc. (now Syngenta Seeds, LLC) was a Delaware corporation with a principal place of business at 11055 Wayzata Boulevard, Minnetonka, Minnesota 55305-1526. Syngenta Seeds, Inc. converted to Syngenta Seeds, LLC, a Delaware limited liability company whose sole member is Syngenta Corporation, a Delaware corporation, on December 31, 2015. Syngenta admits that it has sold Agrisure Viptera and Agrisure Duracade, and that these seeds protect against insects and other pests. Syngenta further admits that Syngenta Seeds, Inc. filed a complaint against Bunge North America, Inc. in the Northern District of Iowa, Case No. 5:11-cv-04074-MWB, and that paragraph 10 of the Complaint contains quoted language from that complaint. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 10 of the Complaint.

11. Syngenta admits that Syngenta Crop Protection AG, Syngenta Corporation, Syngenta Crop Protection LLC, and Syngenta Seeds, LLC are direct or indirect subsidiaries of Syngenta AG, but denies that Syngenta Biotechnology, Inc. continues to exist as an entity. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 11 of the Complaint.

FACTUAL ALLEGATIONS

12. Syngenta denies the averments in paragraph 12 of the Complaint.

13. Syngenta denies the averments in paragraph 13 of the Complaint.

14. Syngenta admits that it develops and obtains patents on its bio-engineered products. Syngenta further admits that patents provide for a period of exclusivity, and that

patents expire. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 14 of the Complaint.

15. Syngenta admits that a wide range of factors are taken into consideration in connection with the launch of new biotech traits. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 15 of the Complaint.

16. Syngenta denies the averments in paragraph 16 of the Complaint.

17. Syngenta denies the averments in paragraph 17 of the Complaint.

18. Syngenta denies the averments in paragraph 18 of the Complaint.

19. Syngenta denies the averments in paragraph 19 of the Complaint.

20. Syngenta denies the averments in paragraph 20 of the Complaint.

21. Syngenta admits that certain quoted language in paragraph 21 of the Complaint appears on the Syngenta Foundation for Sustainable Agriculture's website, but denies that plaintiffs' selective quotation and characterization of that language is necessarily complete or accurate.

22. Syngenta admits that the U.S. District Court for the Northern District of Illinois issued an opinion in *In re StarLink Corn Products Liability Litigation*, 212 F. Supp. 2d 828 (N.D. Ill. 2002), but denies that plaintiffs' selective characterization of the events that resulted in that decision is necessarily complete, accurate, or relevant here. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 22 of the Complaint.

23. Syngenta admits that the U.S. District Court for the Eastern District of Missouri and the Supreme Court of Arkansas issued opinions in *In re Genetically Modified Rice Litig.*, 666 F. Supp. 2d 1004 (E.D. Mo. 2009), and *Bayer CropScience LP v. Schafer*, 2011 Ark. 518, 385 S.W.3d 822 (Ark. 2011), respectively, but denies that plaintiffs' selective characterization of

the events that resulted in those decisions is necessarily complete, accurate, or relevant here. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 23 of the Complaint.

24. Syngenta admits that it typically has an awareness of well-publicized events in the commodities industry. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 24 of the Complaint.

25. Syngenta admits that paragraph 25 of the Complaint contains a quote taken from an article titled “Feed and grain organizations warn growers of limited export markets,” available at <http://www.farmworldonline.com/news/ArchiveArticle.asp?newsid=4091>, but denies that plaintiffs’ selective quotation and characterization of that article is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 25 of the Complaint.

26. Syngenta admits that paragraph 26 of the Complaint purports to quote a letter from the International Grain Trade Coalition to then-CEO of Syngenta Michael Pragnell dated April 18, 2007, but denies that plaintiffs’ selective quotation and characterization of that letter is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 26 of the Complaint.

27. Syngenta admits that it is a member of the Biotechnology Innovation Organization (formerly Biotechnology Industry Organization, hereinafter “BIO”), and that paragraph 27 of the Complaint contains a quote from the sources listed in that paragraph, but denies that plaintiffs’ selective quotation and characterization of such statements is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 27 of the Complaint.

28. Syngenta admits that paragraph 28 of the Complaint contains a quote taken from BIO's Product Launch Stewardship policy, dated December 10, 2009, but denies that plaintiffs' selective characterization of that statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 28 of the Complaint.

29. Syngenta admits that paragraph 29 of the Complaint contains a quote taken from Syngenta's website, but denies that plaintiffs' selective quotation and characterization of those statements is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 29 of the Complaint.

30. Syngenta admits that paragraph 30 of the Complaint contains quotes taken from Syngenta's website, but denies that plaintiffs' selective quotation and characterization of such statements is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 30 of the Complaint.

31. Syngenta admits that paragraph 31 of the Complaint contains a quote taken from Syngenta's website, but denies that plaintiffs' selective quotation and characterization of such statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 31 of the Complaint.

32. Syngenta admits that the following language appears on a page from Syngenta's website: "Business integrity – maintain the highest standards across our entire business and go beyond regulatory compliance." To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 32 of the Complaint.

33. Syngenta admits that paragraph 33 of the Complaint contains quotes taken from Syngenta's Code of Conduct published in 2009, but denies that plaintiffs' selective quotation and

characterization of such statements or their intended audience is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 33 of the Complaint.

34. Syngenta admits that a page on its website, dated November 2007, expressed support for the May 21, 2007 “BIO product launch policy” and that Syngenta would be guided by certain related principles as it commercialized new products. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 34 of the Complaint.

35. Syngenta admits that its “Biotech Stewardship Links” webpage, available at <http://www.syngentabiotech.com/biostewardshiplinks.aspx>, contains links to the Excellence Through Stewardship and Crop Life International websites. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 35 of the Complaint.

36. Syngenta admits that trait import approval status in certain foreign export markets was one of many factors that at times were considered in the decision of seed manufacturers to commercialize particular traits as of 2011. Syngenta specifically denies that Chinese approval was considered a necessary or even significant factor in the decision of seed manufacturers to commercialize particular traits as of 2011. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 36 of the Complaint.

37. Syngenta denies the averments in paragraph 37 of the Complaint.

38. Syngenta admits that it obtained approvals from U.S. regulatory agencies, including deregulation from the Animal, Plant and Health Inspection Service (“APHIS”) of the U.S. Department of Agriculture, before commercializing Viptera and Duracade. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 38 of the Complaint.

39. Paragraph 39 of the Complaint calls for legal conclusions to which no response is necessary.

40. Syngenta admits that MIR162 is a genetically modified corn trait that was previously regulated by the U.S. Department of Agriculture and has been fully deregulated by the U.S. Department of Agriculture. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 40 of the Complaint.

41. Paragraph 41 of the Complaint calls for legal conclusions to which no response is necessary.

42. Syngenta admits that paragraph 42 of the Complaint contains a quote and information from a New York Times article titled “U.S. Fines Swiss Company Over Sale of Altered Seed.” Syngenta admits that the EPA fined Syngenta \$1.5 million and the U.S. Department of Agriculture fined Syngenta \$375,000 for the accidental release of a limited quantity of an unapproved corn trait known as Bt10, which the EPA concluded did not pose any human health or environmental concerns, but denies that plaintiffs’ characterization of the events leading to those fines in paragraph 42 of the Complaint is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 42 of the Complaint.

43. Syngenta admits that during the applicable time periods, at least 119 field trials of MIR162 corn were planted across 28 states and covered by 19 permits or notifications, and that field tests of MIR162 were conducted in multiple states, including Minnesota. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 43 of the Complaint.

44. Paragraph 44 of the Complaint calls for legal conclusions to which no response is necessary.

45. Syngenta admits that it filed a patent application related to MIR162 on May 24, 2007. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 45 of the Complaint.

46. Syngenta admits that it submitted a Petition for Determination of Nonregulated Status for Insect-Resistant MIR162 Maize, dated August 31, 2007, for review by the U.S. Department of Agriculture as part of the federal regulatory process. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 46 of the Complaint.

47. Syngenta admits that it conducted numerous field tests of MIR162 prior to the U.S. Department of Agriculture's deregulation of the trait in April of 2010. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 47 of the Complaint.

48. Syngenta admits that certain quoted language in paragraph 48 of the Complaint is contained in the MIR162 Deregulation Petition but denies that plaintiffs' characterization of that language is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 48 of the Complaint.

49. Syngenta admits that certain quoted language in paragraph 49 of the Complaint is contained in the MIR162 Deregulation Petition, but denies that plaintiffs' selective quotation and characterization of that language is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 49 of the Complaint.

50. Syngenta admits that certain quoted language in paragraph 50 of the Complaint is contained in the MIR162 Deregulation Petition, but denies that plaintiffs' selective quotation and characterization of that language is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 50 of the Complaint.

51. Syngenta admits that certain quoted language in paragraph 51 of the Complaint is contained in the MIR162 Deregulation Petition, but denies that plaintiffs' selective quotation, sequencing, and characterization of that language is necessarily complete or accurate. Syngenta specifically denies that the MIR162 Deregulation Petition states that China has a "functioning regulatory system[.]" and to the extent not specifically admitted, denies the remaining averments in paragraph 51 of the Complaint.

52. Syngenta denies the averments in paragraph 52 of the Complaint.

53. Syngenta admits that certain quoted language in paragraph 53 of the Complaint is contained in the MIR162 Deregulation Petition, but denies that plaintiffs' selective quotation and characterization of that language is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 53 of the Complaint.

54. Syngenta admits growers of its traits sign stewardship agreements. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 54 of the Complaint.

55. Syngenta admits that paragraph 55 of the Complaint selectively quotes the Draft Environmental Assessment prepared by APHIS, but denies that plaintiffs' selective quotation and characterization of that language is necessarily complete or accurate. Syngenta lacks

sufficient knowledge or information to form a belief as to the remaining averments in paragraph 55 of the Complaint, and therefore denies them.

56. Syngenta admits the averments in paragraph 56 of the Complaint.

57. Syngenta admits the averments in paragraph 57 of the Complaint.

58. Syngenta admits that paragraph 58 of the Complaint selectively quotes from two APHIS reports regarding MIR162, the National Environmental Policy Act Decision and Finding of No Significant Impact (April 9, 2010), and the Final Environmental Assessment (March 2010), but denies that plaintiffs' selective quotation and characterization of that language and those reports is necessarily complete or accurate. Syngenta specifically denies that the Final Environmental Assessment states that China has a functioning regulatory system. Syngenta lacks sufficient knowledge or information to form a belief as to the remaining averments in paragraph 58 of the Complaint, and therefore denies them.

59. Syngenta admits that it issued a press release on April 21, 2010 titled "Syngenta receives approval for breakthrough corn trait technology in the U.S." and that paragraph 59 of the Complaint contains quotes from that press release, but denies that plaintiffs' selective quotation and characterization of that press release is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 59 of the Complaint.

60. Syngenta admits that certain quoted language in paragraph 60 of the Complaint is contained in the MIR162 Deregulation Petition, but denies that plaintiffs' selective quotation and characterization of that petition is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 60 of the Complaint.

61. Syngenta admits that it first submitted the MIR162 seed-import dossier to China's Ministry of Agriculture in March 2010, the earliest date it was allowed to do so by the Chinese government. Syngenta specifically denies that work on its regulatory filings was not "in process" at the time of the MIR162 Deregulation Petition. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 61 of the Complaint.

62. Syngenta admits that China has a regulatory system that will accept an import dossier, but only after a particular trait has first been approved for cultivation in another country. Syngenta denies that China's regulatory system has ever met the definition of "functioning" contained in any version of the BIO Policy since that policy's inception. Syngenta further admits that, notwithstanding its lack of transparency and functionality under the BIO definition, the Chinese regulatory system has at times approved certain biotech traits on predictable timelines, but that it no longer does so today. To the extent not specifically admitted, Syngenta denies the averments in paragraph 62 of the Complaint.

63. Syngenta admits the averments in paragraph 63 of the Complaint.

64. Syngenta denies plaintiffs' selective and incomplete characterization of the December 10, 2009 BIO Product Launch Stewardship policy set forth in paragraph 64 of the Complaint.

65. Syngenta denies the averments in paragraph 65 of the Complaint.

66. Syngenta admits that paragraph 66 of the Complaint contains quoted language taken from a 2010 slide presentation, but denies that plaintiffs' selective quotation and characterization of that presentation is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 66 of the Complaint.

67. Syngenta admits that it first submitted the MIR162 seed-import dossier to China's Ministry of Agriculture in March 2010, the earliest date it was allowed to do so by the Chinese government. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 67 of the Complaint.

68. Syngenta admits that the amount of time for Chinese import approval could vary and could take up to two years. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 68 of the Complaint.

69. Syngenta admits that at certain times, internal projections anticipated Chinese approval of Viptera for import in the first or second quarter of 2012. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 69 of the Complaint.

70. Syngenta admits it commercialized Viptera in the United States for the 2011 growing season after obtaining necessary approvals from U.S. regulatory agencies, including deregulation from the Animal, Plant and Health Inspection Service ("APHIS") of the U.S. Department of Agriculture. Syngenta further admits it that it first submitted the MIR162 seed-import dossier to China's Ministry of Agriculture in March 2010, the earliest date it was allowed to do so by the Chinese government. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 70 of the Complaint.

71. Syngenta admits it commercialized Viptera in the United States for the 2011 growing season after obtaining necessary approvals from U.S. regulatory agencies, including deregulation from the Animal, Plant and Health Inspection Service of the U.S. Department of Agriculture. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 71 of the Complaint.

72. Syngenta denies the averments in paragraph 72 of the Complaint.

73. Syngenta denies the averments in paragraph 73 of the Complaint.

74. Syngenta admits that paragraph 74 of the Complaint contains quoted language taken from an article titled “Chinese Imports to Change Grain Markets,” available at <http://www.farmlandforecast.com/2010/08/chinese-imports-to-change-grain-markets/>, but denies that plaintiffs’ selective quotation and characterization of that language is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 74 of the Complaint.

75. Syngenta admits that it is a member of the U.S. Grains Council, and that Rex Martin was a member of the U.S. Grains Council’s Biotechnology Advisory Team. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 75 of the Complaint.

76. Syngenta admits that the NGFA published a newsletter dated July 14, 2011. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 76 of the Complaint.

77. Syngenta admits that there was general discussion and speculation among certain industry groups, including NAEGA, in the fall of 2010 that China, despite historically being a net exporter of corn who for years had imported no U.S. corn at all, had the potential to emerge as a market of some substance for U.S. corn at some point in the future, but denies that NAEGA formally requested Syngenta not to proceed with its planned launch of Vipitera for the 2011 growing season. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 77 of the Complaint.

78. Syngenta admits that it commercialized Vipitera for the 2011 growing season. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 78 of the Complaint.

79. Syngenta admits that various individuals from Syngenta have met with representatives from NGFA on multiple occasions, including in 2010, but lacks sufficient knowledge or information to form a belief as to the exact meeting to which plaintiffs refer in paragraph 79 of the Complaint and as to whether such a meeting as described took place, and therefore denies the averments in paragraph 79 of the Complaint to the extent not specifically admitted.

80. Syngenta admits that paragraph 80 of the Complaint contains a quote taken from a Reuters article that was emailed between several Syngenta employees, but denies that plaintiffs' selective quotation and characterization of such statements is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 80 of the Complaint.

81. Syngenta admits that China was not a significant importer of corn before Vipitera was commercialized, and that China became a net importer of corn over the course of 2011. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 81 of the Complaint.

82. Syngenta admits that paragraph 82 of the Complaint likely references language included in an email sent by Dianne Mayhart to Chuck Lee on January 25, 2011, seeking comment and correction of proposed responses to various questions, but denies that plaintiffs' selective characterization of that draft language is necessarily complete or accurate. To the

extent not specifically admitted, Syngenta denies the remaining averments in paragraph 82 of the Complaint.

83. Syngenta admits that paragraph 83 of the Complaint contains a quote taken from “USDA Long-term Projections, February 2011,” available at <http://www.ers.usda.gov/media/131929/oce111c.pdf>, but denies that plaintiffs’ selective quotation and characterization of such statements is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 83 of the Complaint.

84. Syngenta admits that paragraph 84 of the Complaint likely references a statement attributed to former Syngenta CEO Michael Mack during Syngenta’s 2010 Full Year Results call, but denies that plaintiffs’ selective characterization of that statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 84 of the Complaint.

85. Syngenta denies the averments in paragraph 85 of the Complaint.

86. Syngenta admits that paragraph 86 of the Complaint attempts to quote from a “Risk Management Report” dated June 2010, but punctuation errors throughout the paragraph in plaintiffs’ complaint precludes a determination of the precise language plaintiffs attempt to quote. Syngenta denies that plaintiffs’ attempted, selective quotation and characterization of that report is complete or accurate. Syngenta further denies that the bracketed words are in the report, and states that plaintiffs’ inaccurate editing substantially alters the meaning of the identified document. The report did not recognize that “MIR162 [would be] detected as unapproved trait” but instead identified that risk as a “[l]ow” to “[m]oderate” possibility given that “most major import approvals are expected to be in place shortly.” To the extent not

specifically admitted, Syngenta denies the remaining averments in paragraph 86 of the Complaint.

87. Syngenta admits that paragraph 87 of the Complaint contains a quote taken from an email sent from Jack Bernens to Ponsi Trivisvavet on February 25, 2011, but denies that plaintiffs' selective quotation and characterization of such statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 87 of the Complaint.

88. Syngenta admits that it has the ability to decide when it will commercialize its traits as well as the markets in which it will commercialize to the extent that such decisions comply with necessary laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 88 of the Complaint.

89. Syngenta admits that paragraph 89 of the Complaint contains statistics referenced in *Syngenta v. Bunge*, 820 F. Supp. 2d 953 (N.D. Iowa 2011), but denies that plaintiffs' selective characterization of those statistics is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 89 of the Complaint.

90. Syngenta admits that the statistic referenced in paragraph 90 of the Complaint can be found in a February 21, 2012 post on the cited "Seed in Context Blog," available at <http://www.intlcorn.com/seedsiteblog/?p=268>. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 90 of the Complaint.

91. Syngenta denies the averments in paragraph 91 of the Complaint.

92. Syngenta admits that paragraph 92 of the Complaint contains a quote from a news article titled "Corn Imports by China Seen Doubling to Cool Fastest Inflation Since 2008," but

denies that plaintiffs' selective quotation and characterization of that news article is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 92 of the Complaint.

93. Syngenta admits that paragraph 93 of the Complaint contains a quote attributed to Michael Mack in the transcript of an investor call that took place on July 22, 2011, but denies that plaintiffs' selective quotation and characterization of such statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 93 of the Complaint.

94. Syngenta denies the averments in paragraph 94 of the Complaint.

95. Syngenta admits that paragraph 95 of the Complaint contains a quote from a joint statement issued by NGFA and NAEGA in August 2011 but denies that plaintiffs' selective quotation and characterization of that statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 95 of the Complaint.

96. Syngenta admits that paragraph 96 of the Complaint contains a quote from a joint statement issued by NGFA and NAEGA in August 2011, but denies that plaintiffs' selective quotation and characterization of the statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 96 of the Complaint.

97. Syngenta denies the averments in paragraph 97 of the Complaint.

98. Syngenta admits that paragraph 98 of the Complaint contains a quote taken from "Managing 'Pollen Drift' to Minimize Contamination of Non-GMO Corn" by Peter Thomison, available at <http://ohioline.osu.edu/agf-fact/0153.html>. Syngenta also admits that corn has

staminate and pistillate flowers on the same plant and is wind pollinated. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 98 of the Complaint.

99. Syngenta admits that paragraph 99 of the Complaint contains quotes selectively taken from “Methods to Enable the Coexistence of Diverse Corn Production Systems” by Kent Brittan, available at <http://anrcatalog.ucdavis.edu/pdf/8192.pdf>, but denies that plaintiffs’ selective quotation and characterization of that source is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 99 of the Complaint.

100. Syngenta admits that paragraph 100 of the Complaint contains quotes taken from the “AOSCA Standards and Procedures for Producing Certified Corn Seed,” available at http://www.aosca.org/SiteContent/Documents//MemberOnly//Corn_FINAL_01April2012_PG.pdf, as well as a quote taken from “Managing ‘Pollen Drift’ to Minimize Contamination of Non-GMO Corn” by Peter Thomison, available at <http://ohioline.osu.edu/agf-fact/0153.html>, but denies that plaintiffs’ selective quotation and characterization of those sources is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 100 of the Complaint.

101. Syngenta admits that paragraph 101 of the Complaint contains a quote selectively taken from “Managing ‘Pollen Drift’ to Minimize Contamination of Non-GMO Corn” by Peter Thomison, available at <http://ohioline.osu.edu/agf-fact/0153.html>, but denies that plaintiffs’ selective quotation and characterization of that source is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 101 of the Complaint.

102. Syngenta admits that paragraph 102 of the Complaint contains a quote selectively taken from *In re StarLink Corn Products Liability Litg.*, 212 F. Supp. 2d 828, 834 (N.D. Ill. 2002).

103. Syngenta denies the averments in paragraph 103 of the Complaint.

104. Syngenta admits that mixing Vipera corn and non-Vipera corn was lawfully possible given that Vipera is a U.S.-approved seed trait that the U.S. government allows to be treated as fungible yellow corn. Syngenta further admits that mixing Vipera corn and non-Vipera corn may occur when grain elevators, exporters, and others that handle harvested corn fail to take adequate steps to segregate Vipera corn from non-Vipera corn. To the extent not specifically admitted, Syngenta denies the averments in paragraph 104 of the Complaint.

105. Syngenta admits it is aware that certain biotech products launched in the United States can enter export channels if entities such as grain elevators, exporters, and others that handle harvested corn fail to take adequate steps to prevent such from occurring. Syngenta further admits that it received import approval from Japan, Mexico, Korea, Taiwan, and other countries prior to commercialization of MIR162 in the United States, and that its stewardship agreement required growers to “[c]hannel grain produced from Seed Products . . . to appropriate markets as necessary to prevent movement to markets where the grain has not yet received regulatory approval for import.” To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 105 of the Complaint.

106. Syngenta denies the averments in paragraph 106 of the Complaint.

107. Syngenta admits that paragraph 107 of the Complaint contains quotes taken from “Managing ‘Pollen Drift’ to Minimize Contamination of Non-GMO Corn” by Peter Thomison, the Biotechnology Industry Organization’s “Product Launch Stewardship: Food and Agriculture Section,” and the MIR162 Deregulation Petition, but denies that plaintiffs’ selective quotation

and characterization of those documents is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 107 of the Complaint.

108. Syngenta admits the averments in paragraph 108 of the Complaint.

109. Syngenta admits that the release of “StarLink” corn was the subject of litigation. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 109 of the Complaint.

110. Syngenta admits that its MIR162 Deregulation Petition references certain containment protocols, including isolation distances. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 110 of the Complaint.

111. Syngenta denies the averments in paragraph 111 of the Complaint.

112. Syngenta admits that paragraph 112 of the Complaint contains quotes taken from various BIO publications, but denies that plaintiffs’ selective quotation and characterization of those documents is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 112 of the Complaint.

113. Syngenta admits that its “BIO Product Launch Policy Syngenta Implementation Principles” dated November 2007 states that Syngenta “will make available prior to commercialization a reliable detection method or test that enables event identity in the crop.”

114. Syngenta admits that there were email communications among certain Syngenta employees in July of 2010 that discussed detection methods of genetically modified traits. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 114 of the Complaint.

115. Syngenta admits that prior to the launch of Viptera it worked with various testing facilities and companies in order to make MIR162 detection methods available to farmers and grain handlers. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 115 of the Complaint.

116. Syngenta admits that it required growers to sign a stewardship agreement and comply with the requirements contained in those agreements. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 116 of the Complaint.

117. Syngenta admits that sales representatives were permitted to provide a limited amount of Viptera to farmers at no cost to the farmers—a standard program in the industry. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 117 of the Complaint.

118. Syngenta admits that it cautioned farmers to treat all corn grown next to Viptera as Viptera corn and that growers were bound to comply with the terms of the stewardship agreement, which required growers to “[c]hannel grain produced from Seed Products . . . to appropriate markets as necessary to prevent movement to markets where the grain has not yet received regulatory approval for import.” To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 118 of the Complaint.

119. Syngenta admits that paragraph 119 of the Complaint likely references an email from Matt Tenhaeff dated September 7, 2011, discussing a farmer’s legal obligations in planting U.S.-approved Viptera seed, but denies that plaintiffs’ characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 119 of the Complaint.

120. Syngenta admits that it has grown Viptera and Duracade in limited quantities within the United States, as is necessary and permitted in order to produce seed quantities for sale. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 120 of the Complaint.

121. Syngenta admits that the statistics referenced in paragraph 121 of the Complaint are reflected in the sources cited in that paragraph. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 121 of the Complaint.

122. Syngenta denies the averments in paragraph 122 of the Complaint.

123. Syngenta admits that paragraph 123 of the Complaint contains quoted language from Syngenta's MIR162 Deregulation Petition, but denies that plaintiffs' selective quotation and characterization of that petition is necessarily complete or accurate.

124. Syngenta denies the averments in paragraph 124 of the Complaint.

125. Syngenta denies the averments in paragraph 125 of the Complaint.

126. Syngenta admits that the Stewardship Agreements referenced the Stewardship Guides and that Syngenta kept the information contained in Stewardship Guides up-to-date on its website. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 126 of the Complaint.

127. Syngenta admits that it requires growers to sign a stewardship agreement and expects growers to comply with the requirements contained in those agreements. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 127 of the Complaint.

128. Syngenta admits that its Stewardship Agreements require a grower to acknowledge the grower's responsibility to direct grain to appropriate markets and that that

provision does not explicitly mention China, but denies that a reference to specific individual countries or corn markets was necessary or required in order to give effect to the provision. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 128 of the Complaint.

129. Syngenta admits that paragraph 129 of the Complaint contains quotes from the 2009 Stewardship Agreement, but denies that plaintiffs' selective quotation and characterization of that version of the Stewardship Agreement is necessarily complete or accurate. Syngenta also admits that the 2009 Stewardship Agreement does not specifically name any export market other than Japan and the European Union, but denies that a reference to specific individual countries or corn markets was necessary or required. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 129 of the Complaint.

130. Syngenta admits that the March 2011 and May 2011 Stewardship Agreements contain language quoted in paragraph 129 of the Complaint from the 2009 Stewardship Agreement, but denies that plaintiffs' selective quotation and characterization of that language is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 130 of the Complaint.

131. Syngenta admits that its 2013 Stewardship Agreement did not reference Japan, the European Union, or China, but denies that a reference to specific individual countries or corn markets was necessary or required. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 131 of the Complaint.

132. Syngenta admits that the Stewardship Agreements require a grower's acknowledgement that he or she will review and comply with the Stewardship Guide which itself

contains information on channeling. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 132 of the Complaint.

133. Syngenta denies the averments in paragraph 133 of the Complaint.

134. Syngenta denies the averments in paragraph 134 of the Complaint.

135. Syngenta admits that the BIO Product Launch Stewardship policy cited in paragraph 135 of the Complaint states that “[n]ew product introduction can more effectively be achieved by companies, in part through the use of market and trade assessments prior to commercialization that anticipate and consider the potential impacts within the value chain. The engagement with various stakeholders in the value chain is important to the success of these assessments (e.g., identifying conditions related to handling, distributing, processing and testing the products),” but denies that plaintiffs’ selective quotation and characterization of the policy is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 135 of the Complaint.

136. Syngenta denies the averments in paragraph 136 of the Complaint.

137. Syngenta denies the averments in paragraph 137 of the Complaint.

138. Syngenta admits that Syngenta Seeds, Inc. sued Bunge after Bunge posted notices at its facilities in July 2011 stating it intended to refuse to accept corn grown from Vipitera seed. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 138 of the Complaint.

139. Syngenta admits that paragraph 139 of the Complaint contains quotes from a letter to Vipitera growers dated August 17, 2011, but denies that plaintiffs’ selective quotation and characterization of that letter is necessarily complete or accurate. To the extent not

specifically admitted, Syngenta denies the remaining averments in paragraph 139 of the Complaint.

140. Syngenta admits that Syngenta Seeds, Inc. sued Bunge after Bunge posted notices at its facilities in July 2011 stating it intended to refuse to accept corn grown from Vipitera seed. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 140 of the Complaint.

141. Syngenta admits that Syngenta Seeds, Inc. filed a complaint against Bunge in the Northern District of Iowa, but denies that plaintiffs' selective characterization of the relief sought is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 141 of the Complaint.

142. Syngenta admits that paragraph 142 of the Complaint contains statistics referenced in the Northern District of Iowa's opinion, *Syngenta Seeds, Inc. v. Bunge N. Am., Inc.*, 820 F. Supp. 2d 953 (N.D. Iowa 2011), but denies that plaintiffs' selective characterization of those statistics is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 142 of the Complaint.

143. Syngenta admits that the U.S. District Court for the Northern District of Iowa issued an opinion in *Syngenta Seeds, Inc. v. Bunge N. Am., Inc.*, 820 F. Supp. 2d 953 (N.D. Iowa 2011), and that the quoted text appears in that decision, but denies that plaintiffs' selective quotation and characterization of the cited decision is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 143 of the Complaint.

144. Syngenta admits that the U.S. District Court for the Northern District of Iowa issued an opinion in *Syngenta Seeds, Inc. v. Bunge N. Am., Inc.*, 820 F. Supp. 2d 953 (N.D. Iowa

2011), and that the quoted text appears in that decision, but denies that plaintiffs' selective quotation and characterization of the cited decision is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 144 of the Complaint.

145. Syngenta admits that the U.S. District Court for the Northern District of Iowa issued an opinion in *Syngenta Seeds, Inc. v. Bunge N. Am., Inc.*, 820 F. Supp. 2d 953 (N.D. Iowa 2011), and that the quoted text appears in that decision, but denies that plaintiffs' selective quotation and characterization of the cited decision is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 145 of the Complaint.

146. Syngenta admits that the U.S. District Court for the Northern District of Iowa issued an opinion in *Syngenta Seeds, Inc. v. Bunge N. Am., Inc.*, 820 F. Supp. 2d 953 (N.D. Iowa 2011), but denies that plaintiffs' selective characterization of the cited decision is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 146 of the Complaint.

147. Syngenta admits that Vipera sales increased from 2011 to 2012. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 147 of the Complaint.

148. Syngenta admits that Vipera sales increased from 2011 to 2012. Syngenta also admits that China was not a significant importer of corn before Vipera was commercialized, and that China became a net importer of corn over the course of 2011. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 148 of the Complaint or lacks

sufficient knowledge or information to form a belief as to the truth of those averments, and therefore denies them.

149. Syngenta admits it sold Viptera in late 2011 for the 2012 growing season.

150. Paragraph 150 of the Complaint contains argument, not factual averments to which a response is required. To the extent a response is deemed required, Syngenta denies the averments in paragraph 150 of the Complaint.

151. Syngenta admits that paragraph 151 of the Complaint contains quoted language from an email authored by Jack Bernens dated June 29, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 151 of the Complaint.

152. Syngenta admits that paragraph 152 of the Complaint likely references an email exchange among Syngenta employees dated July 1 to July 5, 2011, discussing the issue of "signs [] starting to go up," but denies that plaintiffs' selective characterization of that email chain is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 152 of the Complaint.

153. Syngenta admits that paragraph 153 of the Complaint contains quoted language from an email authored by Jack Bernens and dated July 2, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 153 of the Complaint.

154. Syngenta admits that paragraph 154 of the Complaint contains quoted language from an email authored by Sean Wang dated July 5, 2011, but denies that plaintiffs' selective

quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 154 of the Complaint.

155. Syngenta admits that paragraph 155 of the Complaint contains quoted language from a July 5, 2011 email authored by Sarah Hull, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 155 of the Complaint.

156. Paragraph 156 of the Complaint contains argument, not factual averments to which a response is required. To the extent a response is deemed required, Syngenta denies the averments in paragraph 156 of the Complaint.

157. Syngenta admits paragraph 157 of the Complaint contains quoted language from a memorandum authored by U.S. Grains Council President Tom Dorr dated August 2, 2011, but denies that plaintiffs' selective quotation and characterization of the memorandum is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments of paragraph 157 of the Complaint.

158. Paragraph 158 of the Complaint contains argument, not factual averments to which a response is required. To the extent a response is deemed required, Syngenta denies the averments in paragraph 158 of the Complaint.

159. Syngenta admits that some of the language quoted in paragraph 159 of the Complaint appears in an email authored by Sarah Hull dated July 7, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. Paragraph 159 of the Complaint does not indicate the source for the remaining quoted

language in that paragraph, and thus Syngenta lacks sufficient knowledge or information to form a belief as to the averments in paragraph 159 of the Complaint, and therefore denies them. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 159 of the Complaint.

160. Syngenta admits that paragraph 160 of the Complaint contains quoted language from a document titled “The Role of Grain Marketing for Future Trait Technologies,” but denies that plaintiffs’ selective quotation and characterization of that document is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 160 of the Complaint.

161. Syngenta admits that Chuck Lee authored a letter dated August 17, 2011, in which he stated an expectation that Chinese import approval would be received in late March 2012, but denies that Syngenta represented to Producers and Non-Producers that approval “would [be] obtain[ed]” in that time period. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 161 of the Complaint.

162. Syngenta admits that paragraph 162 of the Complaint contains quoted language from an email authored by Don Kestel dated November 30, 2011, but denies that plaintiffs’ selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 162 of the Complaint.

163. Syngenta denies the averments in paragraph 163 of the Complaint.

164. Syngenta denies that it submitted “unclear” PCR detection methods on January 10, 2011, or that it was forced to resubmit detection methods on May 16, 2011. Syngenta admits it submitted PCR detection methods in March 2011 and denies that its detection method

submission caused a delay in testing. Syngenta admits it sent a letter regarding an inadvertent mislabeling of samples on June 22, 2011, but denies that this correction caused a delay in testing. Syngenta specifically denies plaintiffs' characterization of Syngenta's application in China as delayed, insufficient, or incorrect. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 164 of the Complaint.

165. Syngenta denies the averments in paragraph 165 of the Complaint.

166. Syngenta admits that paragraph 166 of the Complaint contains quoted language from an email authored by Brian Walsh dated July 1, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 166 of the Complaint.

167. Syngenta admits that it submitted a MIR162 dossier with local study reports to the Chinese government in November 2011. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 167 of the Complaint.

168. Syngenta admits that the Chinese Ministry of Agriculture issued its first official feedback with questions concerning Syngenta's import application for Vipera in June 2012 and that Syngenta submitted a dossier with responses to the Ministry of Agriculture's questions in July 2012. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 168 of the Complaint.

169. Syngenta admits that, as other companies have done with their traits, Syngenta took initial steps relating to the cultivation approval process in China for MIR162 and a triple stack containing MIR162 by conducting initial field trials in China with the permission of the Chinese government and local Chinese provinces. However, Syngenta denies that it submitted a

final cultivation approval dossier for MIR162 or the triple-stack containing MIR162. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 169 of the Complaint.

170. Syngenta admits that the approval process for agricultural biotechnology cultivation and import has recently become increasingly slow and unpredictable in China. To the extent not specifically admitted, Syngenta denies the averments in paragraph 170 of the Complaint or lacks sufficient knowledge or information to form a belief as to the truth of those averments, and therefore denies them.

171. Syngenta admits that paragraph 171 of the Complaint likely references a document titled “APAC Regulatory Strategy for Cultivation Approval of Btll, GA21, MIR162,” which states that it was possible, as of January 19, 2009, that cultivation approval (not import approval) of Vipera in China could take “as many as seven years.” To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 171 of the Complaint.

172. Syngenta denies the averments in paragraph 172 of the Complaint.

173. Syngenta denies the averments in paragraph 173 of the Complaint.

174. Syngenta admits that paragraph 174 of the Complaint likely quotes an email authored by Sarah Hull dated July 8, 2011, but denies that plaintiffs’ selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 174 of the Complaint.

175. Syngenta admits that paragraph 175 of the Complaint contains quoted language from an email authored by Sarah Hull dated July 8, 2011, but denies that plaintiffs’ selective quotation and characterization of that content is necessarily complete or accurate. To the extent

not specifically admitted, Syngenta denies the remaining averments in paragraph 175 of the Complaint.

176. Syngenta admits that paragraph 176 of the Complaint contains quoted language from an email authored by Sarah Hull dated July 8, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 176 of the Complaint.

177. Syngenta admits that paragraph 177 of the Complaint contains quoted language from an email authored by Sarah Hull dated July 8, 2011, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 177 of the Complaint.

178. Syngenta denies the averments in paragraph 178 of the Complaint.

179. Syngenta admits that paragraph 179 of the Complaint contains quoted language from an email authored by Jill Thomas dated April 9, 2012, but denies that plaintiffs' selective quotation and characterization of that email is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 179 of the Complaint.

180. Syngenta admits that paragraph 180 of the Complaint contains quoted language from and email authored by Sarah Hull on April 10, 2012, but denies that plaintiffs' selective quotation and characterization of that content is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 180 of the Complaint.

181. Syngenta admits that paragraph 181 of the Complaint contains quoted language attributed to Michael Mack in the transcript of Syngenta's April 18, 2012 earnings call, but denies that plaintiffs' selective quotation and characterization of that transcript is complete or accurate. Syngenta also admits that Viptera was sold in the United States to U.S. farmers before April 18, 2012. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 181 of the Complaint.

182. Syngenta denies the averments in paragraph 182 of the Complaint.

183. Syngenta admits that it received feedback and a request for additional information from the Chinese Ministry of Agriculture in June 2012. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 183 of the Complaint.

184. Syngenta denies the averments in paragraph 184 of the Complaint.

185. Syngenta admits that China purports to require Bio-Safety Certificates. Syngenta further admits that it made Bio-Safety Certificate request forms available to exporters. To the extent not specifically admitted, Syngenta denies the remaining averments of paragraph 185 of the Complaint.

186. Syngenta denies the averments in paragraph 186 of the Complaint.

187. Syngenta admits that a document "Plant with Confidence" is available on Syngenta's website, but denies that plaintiffs' characterization of that document is complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 187 of the Complaint.

188. Syngenta admits that paragraph 188 of the Complaint contains quoted language from the "Plant with Confidence Fact Sheet," but denies that plaintiffs' selective quotation and

characterization of that document is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the averments in paragraph 188 of the Complaint.

189. Syngenta admits that paragraph 189 of the Complaint contains quoted language from an NGFA report dated May 1, 2014, but denies that plaintiffs' selective quotation and characterization of that report is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 189 of the Complaint.

190. Syngenta admits that paragraph 190 of the Complaint reflects a statistic referenced in the NGFA report dated May 1, 2014, cited in paragraph 190 of the Complaint. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 190 of the Complaint.

191. Syngenta admits that paragraph 191 of the Complaint reflects publicly available data on the United States' Department of Agriculture's website, as well as certain projections and opinions shared by some in the corn industry, but denies that plaintiffs' selective characterization of such data and projections is necessarily complete or accurate. Syngenta specifically denies that "China is by far the largest potential growth market for U.S. corn." To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 191 of the Complaint.

192. Syngenta denies that Chinese imports of U.S. corn grew from 2012 to 2013 and that China's corn market status in 2012 and 2013 was a continuation of that same status in 2011. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 192 of the Complaint.

193. Syngenta admits that China had not approved Viptera for import as of October 2013 and that additional local studies of Viptera were being conducted in the summer of 2013 at

the request of the Ministry of Agriculture. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 193 of the Complaint.

194. Syngenta denies that all corn industry groups objected to Syngenta's commercialization of Viptera, but admits that certain industry groups voiced concerns at various times after the product was commercialized. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 194 of the Complaint.

195. Syngenta admits that paragraph 195 of the Complaint contains quoted language and references statistics from an iowacorn.com release dated February 2014, but denies that plaintiffs' selective quotation and characterization of that release is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averment in paragraph 195 of the Complaint.

196. Syngenta admits that it marketed Viptera during the 2012 and 2013 growing seasons and that Syngenta's market share grew during that period. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 196 of the Complaint.

197. Syngenta admits that China had not approved Viptera by the end of 2013. Syngenta denies the remaining averments in paragraph 197 of the Complaint.

198. Syngenta admits that China began rejecting certain shipments containing U.S. corn in November 2013. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 198 of the Complaint.

199. Syngenta lacks sufficient knowledge or information to form a belief as to the averments in paragraph 199 of the Complaint, and therefore denies them.

200. Syngenta lacks sufficient knowledge or information to form a belief as to the averments in paragraph 200 of the Complaint, and therefore denies them.

201. Syngenta denies the averments in paragraph 201 of the Complaint.

202. Syngenta lacks sufficient knowledge or information to form a belief as to the averments in paragraph 202 of the Complaint, and therefore denies them.

203. Syngenta admits that China approved MIR162 for import in December of 2014 and that, at that time, Syngenta had already launched Duracade on limited acres in the United States for the 2014 growing season in consultation with the National Corn Growers Association and in accordance with U.S. laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 203 of the Complaint.

204. Syngenta admits that China approved MIR162 for import in December of 2014 and that, at that time, Syngenta had already launched Duracade on limited acres in the United States for the 2014 growing season in consultation with the National Corn Growers Association and in accordance with U.S. laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 204 of the Complaint.

205. Syngenta admits that it commercialized Viptera for the 2011 crop year. Syngenta further admits that it filed a Petition for Determination of Nonregulated Status for Rootworm-Resistant Event 5307 Corn with APHIS dated April 22, 2011, and that the U.S. Department of Agriculture deregulated Event 5307 in early 2013. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 205 of the Complaint.

206. Syngenta admits that at least 101 field trials of Event 5307 were planted under at least 22 notifications between 2005 and 2011—as fully allowed by applicable laws and regulations—but denies that these trials were conducted in 23 states. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 206 of the Complaint.

207. Syngenta admits that at least some of the field trials of Event 5307 included tests of corn stacked with multiple traits, including Event 5307 and MIR162. Syngenta further admits it conducted field tests for Event 5307, either singly or as part of multiple traits including MIR162, during the period after the Event 5307 Deregulation Petition was filed and the U.S. Department of Agriculture's decision to deregulate Event 5307. To the extent not specifically admitted, Syngenta denies the remaining averment in paragraph 207 of the Complaint.

208. Syngenta admits that paragraph 208 of the Complaint contains quotes from the Event 5307 Deregulation Petition but denies that plaintiffs' selective quotation and characterization of that petition is necessarily complete or accurate. Syngenta admits that the 5307 (Duracade) trait can be and is stacked with other traits. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 208 of the Complaint.

209. Syngenta admits that at some time after the deregulation of Event 5307 it announced that it would launch Agrisure Duracade on limited acres in the United States for the 2014 growing season in accordance with U.S. laws and regulations. Syngenta further admits that certain Duracade products contain both MIR162 and Event 5307. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 209 of the Complaint.

210. Syngenta admits that China began rejecting certain shipments containing U.S. corn in November 2013. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 210 of the Complaint.

211. Syngenta admits that paragraph 211 of the Complaint contains quoted language from an NGFA report dated April 16, 2014, but denies that plaintiffs' selective quotation of that report, or the report itself, is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 211 of the Complaint.

212. Syngenta admits that it launched Duracade on limited acres in the United States in consultation with the National Corn Growers Association and in accordance with U.S. laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 212 of the Complaint.

213. Syngenta admits that paragraph 213 of the Complaint contains quoted language from an NGFA and NAEGA joint statement dated January 23, 2014, but denies that plaintiffs' selective quotation of that statement is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 213 of the Complaint.

214. Syngenta admits that paragraph 214 of the Complaint contains a quote attributed to Paul Minehart in the cited Reuters article dated January 23, 2014, but denies that plaintiffs' selective quotation and characterization of that article is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 214 of the Complaint.

215. Syngenta admits that it continues to market and sell Duracade and Viptera in accordance with U.S. laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 215 of the Complaint.

216. Syngenta admits that paragraph 216 of the Complaint references information contained in a posting on NGFA's website by Randy Gordon dated March 7, 2014, purporting to detail a meeting between Syngenta, Gavilon Grain LLC, NGFA, and NAEGA representatives, but Syngenta denies that plaintiffs' selective quotation and characterization of that posting as well as Gordon's account of the meeting itself are necessarily complete or accurate. To the

extent not specifically admitted, Syngenta denies the remaining averments in paragraph 216 of the Complaint.

217. Syngenta admits that paragraph 217 of the Complaint reflects information contained in an NGFA newsletter dated March 7, 2014, purporting to detail a meeting between Syngenta, Gavilon Grain LLC, NGFA, and NAEGA representatives, but Syngenta denies that plaintiffs' selective quotation and characterization of that newsletter as well as the newsletter's account of the meeting itself are necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 217 of the Complaint.

218. Syngenta admits that the stewardship agreement available on Syngenta's website at the commercial launch of Duracade in the United States specifically references Duracade and requires each "[g]rower [t]o agree to: Channel grain produced from Seed Products [] to appropriate markets as necessary to prevent movement to markets where the grain has not yet received regulatory approval for import" and to "[a]bide by the terms of the Stewardship Guide." To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 218 of the Complaint.

219. Syngenta admits that paragraph 219 of the Complaint reflects information contained in an NGFA newsletter dated March 7, 2014, purporting to detail a meeting between Syngenta, Gavilon Grain LLC, NGFA, and NAEGA representatives, but Syngenta denies that plaintiffs' selective quotation and characterization of that newsletter as well as the newsletter's account of the meeting itself are necessarily complete or accurate. Syngenta further admits that the stewardship agreement available on Syngenta's website at the commercial launch of Duracade in the United States specifically references Duracade and requires each "[g]rower [t]o agree to: Channel grain produced from Seed Products [] to appropriate markets as necessary to

prevent movement to markets where the grain has not yet received regulatory approval for import” and to “[a]bide by the terms of the Stewardship Guide,” and that paragraph 219 of the Complaint, and the newsletter more fully, contain instructions and recommendations on how to do so. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 219 of the Complaint.

220. Syngenta admits that paragraph 220 of the Complaint quotes language contained in an NGFA newsletter dated March 7, 2014, purporting to detail a meeting between Syngenta, Gavilon Grain LLC, NGFA, and NAEGA representatives, but Syngenta denies that plaintiffs’ selective quotation and characterization of that newsletter as well as the newsletter’s account of the meeting itself are necessarily complete or accurate. Syngenta further admits that the stewardship agreement available on Syngenta’s website at the commercial launch of Duracade in the United States specifically references Duracade and requires each “[g]rower [t]o agree to: Channel grain produced from Seed Products [] to appropriate markets as necessary to prevent movement to markets where the grain has not yet received regulatory approval for import” and to “[a]bide by the terms of the Stewardship Guide,” and that paragraph 220 of the Complaint, and the newsletter more fully, contain instructions and recommendations on how to do so. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 220 of the Complaint.

221. Syngenta admits that its stewardship agreements require each “[g]rower [t]o agree to: Channel grain produced from Seed Products [] to appropriate markets as necessary to prevent movement to markets where the grain has not yet received regulatory approval for import” and to “[a]bide by the terms of the Stewardship Guide.” To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 221 of the Complaint.

222. Syngenta admits that paragraph 222 of the Complaint contains quoted language from an NGFA report dated April 16, 2014, but denies that plaintiffs' selective quotation and characterization of that report is necessarily complete or accurate or that the purported concerns set forth in the report are valid. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 222 of the Complaint.

223. Syngenta denies the averments in paragraph 223 of the Complaint.

224. Syngenta admits that paragraph 224 of the Complaint contains quotes attributed to Syngenta in a Reuters article dated March 10, 2014, but denies that plaintiffs' selective quotation and characterization of that article and referenced notice is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 224 of the Complaint.

225. Syngenta denies the averments in paragraph 225 of the Complaint.

226. Syngenta admits that it has the ability to decide which traits it will commercialize as well as the markets in which it will commercialize to the extent that such decisions comply with necessary laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 226 of the Complaint.

227. Syngenta admits that it continues to market and sell MIR162 corn in the United States in accordance with U.S. laws and regulations. Syngenta further admits that it launched Duracade on limited acres in the United States for the 2014 growing season in consultation with the National Corn Growers Association and in accordance with U.S. laws and regulations. Syngenta denies that a trait called "MIR162 Event 5307" exists and further denies that all Duracade trait stacks contain MIR162. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 227 of the Complaint.

228. Syngenta admits the averments in paragraph 228 of the Complaint.

229. Syngenta admits that China approved MIR162 for import in December of 2014 and that, at that time, Syngenta had already launched Duracade on limited acres in the United States for the 2014 growing season in consultation with the National Corn Growers Association and in accordance with U.S. laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 229 of the Complaint.

230. Syngenta denies the averments in paragraph 230 of the Complaint.

231. Syngenta denies the averments in paragraph 231 of the Complaint.

232. Syngenta denies the averments in paragraph 232 of the Complaint.

233. Syngenta denies the averments in paragraph 233 of the Complaint.

234. Syngenta admits that it has the ability to decide which traits it will commercialize as well as the markets in which it will commercialize to the extent that such decisions comply with necessary laws and regulations. Syngenta further admits that its stewardship agreements require each “[g]rower [t]o agree to: Channel grain produced from Seed Products [] to appropriate markets as necessary to prevent movement to markets where the grain has not yet received regulatory approval for import” and to “[a]bide by the terms of the Stewardship Guide,” and that Syngenta launched Duracade on limited acres in the United States for the 2014 growing season in consultation with the National Corn Growers Association and in accordance with U.S. laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 234 of the Complaint or lacks sufficient knowledge or information to form a belief as to the truth of those averments, and therefore denies them.

235. Syngenta denies the averments in paragraph 235 of the Complaint.

236. Syngenta denies the averments in paragraph 236 of the Complaint.

237. Syngenta admits that certain subparts of paragraph 237 of the Complaint reflect publicly available data on the United States Department of Agriculture's website as well as other publicly available information, but denies that plaintiffs' selective characterization of such data and information is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 237 of the Complaint.

238. Syngenta admits that paragraph 238 of the Complaint reflects publicly available information and data from the International Grains Council's website, but denies that plaintiffs' selective characterization of such data is necessarily complete or accurate. To the extent not admitted, Syngenta denies the averments in paragraph 238 of the Complaint.

239. Syngenta admits that paragraph 239 of the Complaint reflects publicly available information and data from the International Grains Council's website, but denies that plaintiffs' selective characterization of such data is necessarily complete or accurate. To the extent not admitted, Syngenta denies the averments in paragraph 239 of the Complaint.

240. Syngenta admits that paragraph 240 of the Complaint reflects publicly available information and data from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of that information and data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 240 of the Complaint.

241. Syngenta admits that paragraph 241 of the Complaint reflects publicly available information and data from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of that information and data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 241 of the Complaint.

242. Syngenta admits that the United States is the world's leading exporter of corn. Syngenta further admits that paragraph 242 of the Complaint reflects publicly available information and data from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of that information and data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 242 of the Complaint.

243. Syngenta admits that China has traditionally been a net exporter of corn and that China imported more corn than it exported in 2009/2010. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 243 of the Complaint.

244. Syngenta admits that paragraph 244 of the Complaint reflects publicly available information and data from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of that information and data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 244 of the Complaint.

245. Syngenta denies that all of the countries listed in paragraph 245 of the Complaint are considered "major importers" of corn. Syngenta admits that the quoted statistics reflect data available on the International Grains Council's website, but denies that plaintiffs' selective characterization of that data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 245 of the Complaint.

246. Syngenta admits that paragraph 246 of the Complaint reflects publicly available information from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of such data is necessarily complete or accurate. Indeed, the 2015 version of the U.S. Department of Agriculture report cited by plaintiffs states that China's

“large corn surplus cast doubt on the consensus view that China would import large volumes of corn.” To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 246 of the Complaint.

247. Syngenta admits that corn is the largest crop in the United States, and that U.S. corn growers produced about 13.9 billion bushels of corn in 2013/14, according to publicly available data from the United States Department of Agriculture’s website. Syngenta further admits that remaining statistics in paragraph 247 of the Complaint reflects publicly available information from the United States Department of Agriculture’s website, but denies that plaintiffs’ selective characterization of such data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 247 of the Complaint.

248. Syngenta admits that Iowa, Illinois, Nebraska, Minnesota, Indiana, South Dakota, Wisconsin, Kansas, Ohio and Missouri are the ten states that typically produce the most corn in the United States. Syngenta further admits that remaining statistics in paragraph 248 of the Complaint reflects publicly available information from the United States Department of Agriculture’s website, but denies that plaintiffs’ selective characterization of such data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 248 of the Complaint.

249. Syngenta admits that the U.S. corn industry is comprised of thousands of farms producing many varieties of corn and that corn is often shipped to distribution centers. To the extent not specifically admitted, Syngenta denies the remaining averments of paragraph 249 of the Complaint.

250. Syngenta admits that the averments in paragraph 250 of the Complaint provide a general overview of grain elevators, but denies that plaintiffs' characterization and purported definition is necessarily complete or accurate.

251. Syngenta admits that the averments in paragraph 251 of the Complaint provide a general overview of "country elevators," but denies that plaintiffs' characterization and purported definition is necessarily complete or accurate.

252. Syngenta admits that corn futures and options are traded on the Chicago Board of Trade and that a number of different factors affect those prices and the individual prices that individual U.S. farmers receive for their corn in different markets at different times and depending on different circumstances. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 252 of the Complaint.

253. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 253 of the Complaint, and therefore denies them.

254. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 254 of the Complaint, and therefore denies them.

255. Syngenta admits the averments in paragraph 255 of the Complaint.

256. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 256 of the Complaint, and therefore denies them.

257. Syngenta admits that shipments of corn imported into China must be cleared for import. To the extent not specifically admitted, Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments in paragraph 257 of the Complaint, and therefore denies them.

258. Syngenta admits that the averments in paragraph 258 of the Complaint provide a general overview of the U.S. corn marketing system for corn to be exported to China, but denies that it accurately reflects the numerous different ways in which corn can be processed, sold, shipped and delivered from the U.S. to China depending on the individual circumstances of each of the many different transactions leading up a particular shipment. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 258 of the Complaint.

259. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 259 of the Complaint, and therefore denies them.

260. Syngenta admits that exporters may purchase and sell corn and DDGS. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 260 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

261. Syngenta admits that paragraph 261 of the Complaint contains publicly available information and statistics generally found on the United States Department of Agriculture's and the World Trade Organization's websites, but denies that plaintiffs' selective characterization of that information and data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 261 of the Complaint.

262. Syngenta admits that paragraph 262 of the Complaint contains publicly available information and statistics from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of that information and data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 262 of the Complaint.

263. Syngenta admits that paragraph 263 of the Complaint reflects publicly available data from the United States Department of Agriculture's website, but denies that plaintiffs' characterization of such data is necessarily complete or accurate. Syngenta also admits that China began rejecting certain shipments containing U.S. corn in November of 2013. Syngenta further admits that MIR162 has been approved for import into China, but Event 5307 is awaiting approval for import into China. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 263 of the Complaint.

264. Syngenta admits that paragraph 264 of the Complaint reflects publicly available information and data from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of that information and data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 264 of the Complaint.

265. Syngenta denies that plaintiffs' selective characterization of export market "trend[s]" is necessarily complete or accurate, and therefore denies the averments in paragraph 265 of the Complaint.

266. Syngenta admits that paragraph 266 of the Complaint reflects publicly available data from the United States Department of Agriculture's website, but denies that plaintiffs' selective quotation and characterization of such data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 266 of the Complaint.

267. Syngenta admits that paragraph 267 of the Complaint contains quoted language taken from the cited U.S. Department of Agriculture report, but denies that plaintiffs' selective quotation and characterization of that report is necessarily complete or accurate. To the extent

not specifically admitted, Syngenta denies the remaining averments in paragraph 267 of the Complaint.

268. Syngenta denies the averments in paragraph 268 of the Complaint.

269. Grammar and punctuation errors included in paragraph 269 of the Complaint make plaintiffs' precise averments unclear. Based on Syngenta's interpretation of the intended averments, Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 269 of the Complaint, and therefore denies them.

270. Syngenta admits that China is the world's largest importer of biotech soybeans. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 270 of the Complaint.

271. Syngenta admits that, according to publicly available information on the United States Department of Agriculture website, China has approved five biotech crops for importation. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments in paragraph 271 of the Complaint, and therefore denies them.

272. Syngenta admits that China rejected certain shipments of U.S. corn in November 2013. To the extent not specifically admitted, Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments in paragraph 272 of the Complaint, and therefore denies them.

273. Syngenta admits that paragraph 273 of the Complaint contains information and reported in the cited Reuters article, but denies that article's or plaintiffs' selective characterizations of that information are necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 273 of the Complaint.

274. Syngenta admits that in July 2014, China's General Administration of Quality Supervision, Inspection and Quarantine (AQSIQ) issued a notice purporting to announce that all shipments of U.S. distillers dried grains with solubles (DDGS) destined for China would require official certification that the shipments were free of MIR162. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 274 of the Complaint.

275. Syngenta admits that paragraph 275 of the Complaint reflects publicly available information and data from the United States Department of Agriculture's website, but denies that plaintiffs' selective characterization of that information and data is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 275 of the Complaint.

276. Syngenta admits that paragraph 276 of the Complaint contains a link to a document titled "Estimated U.S. Dried Distillers Grains with Solubles (DDGS) Production & Use," and that that document contains statistics and estimates for U.S. DDGS production and exports, but denies that that document contains any reference to China. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 276 of the Complaint.

277. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 277 of the Complaint, and therefore denies them.

278. Syngenta denies the averments in paragraph 278 of the Complaint.

279. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 279 of the Complaint, and therefore denies them.

280. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 280 of the Complaint, and therefore denies them.

281. Syngenta admits that the block quote contained in paragraph 281 of the Complaint is included in an April 11, 2014 article titled “U.S. Corn Exports to China Dry Up Over GMO Concerns” available on The Wall Street Journal’s website, but denies that plaintiffs’ selective quotation and characterization of that article is necessarily complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 281 of the Complaint.

282. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 282 of the Complaint, and therefore denies them.

283. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 283 of the Complaint, and therefore denies them.

284. Syngenta lacks sufficient knowledge or information to form a belief as to the truth of the averments in paragraph 284 of the Complaint, and therefore denies them.

285. Syngenta denies the averments in paragraph 285 of the Complaint.

286. Syngenta denies the averments in paragraph 286 of the Complaint.

CLASS ACTION ALLEGATIONS

287. Paragraph 287 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 287 of the Complaint.

288. Paragraph 288 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 288 of the Complaint.

289. Paragraph 289 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 289 of the Complaint.

290. Paragraph 290 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 290 of the Complaint.

291. Paragraph 291 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 291 of the Complaint.

292. Paragraph 292 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 292 of the Complaint.

293. Paragraph 293 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 293 of the Complaint.

294. Paragraph 294 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 294 of the Complaint.

295. Paragraph 295 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 295 of the Complaint.

296. Paragraph 296 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 296 of the Complaint.

297. Paragraph 297 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 297 of the Complaint.

298. Paragraph 298 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 298 of the Complaint.

299. Paragraph 299 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 299 of the Complaint.

CAUSES OF ACTION

300. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

301. Paragraph 301 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 301 of the Complaint.

302. Paragraph 302 of the Complaint calls for legal conclusions to which no response is required.

303. Syngenta denies the averments in paragraph 303 of the Complaint.

304. Syngenta denies the averments in paragraph 304 of the Complaint.

305. Syngenta denies the averments in paragraph 305 of the Complaint.

306. Syngenta denies the averments in paragraph 306 of the Complaint.

307. Syngenta denies the averments in paragraph 307 of the Complaint.

308. Syngenta denies the averments in paragraph 308 of the Complaint.

309. Syngenta denies the averments in paragraph 309 of the Complaint.

310. Syngenta denies the averments in paragraph 310 of the Complaint.

311. Syngenta denies the averments in paragraph 311 of the Complaint.

312. Syngenta admits that it submitted an application for deregulation to the U.S. Department of Agriculture for MIR162, that it conducts earnings/investor conference calls, and that a document titled “Plant with Confidence” is available on its website. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 312 of the Complaint.

313. Syngenta admits that it submitted the MIR162 seed-import dossier to China’s Ministry of Agriculture in March 2010, the earliest date it was allowed to do so by the Chinese government. Syngenta specifically denies that work on its regulatory filings was not “in process” at the time of the MIR162 Deregulation Petition. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 313 of the Complaint.

314. Syngenta admits that paragraph 314 of the Complaint contains quoted language attributed to Michael Mack in the transcript of Syngenta’s April 18, 2012 earnings call, but denies that plaintiffs’ selective quotation and characterization of that transcript is complete or accurate. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 314 of the Complaint.

315. Syngenta denies the averments in paragraph 315 of the Complaint.

316. Syngenta denies the averments in paragraph 316 of the Complaint.

317. Syngenta denies the averments in paragraph 317 of the Complaint.

318. Syngenta admits that it monitors regulatory developments related to its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in

paragraph 318 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

319. Syngenta admits it is aware of the decisions it makes with respect to the distribution of its products. To the extent not specifically admitted, Syngenta denies the remaining averments contained in paragraph 319 of the Complaint or lacks sufficient knowledge or information to form a belief, and therefore denies them.

320. Syngenta denies the averments in paragraph 320 of the Complaint.

321. Syngenta denies the averments in paragraph 321 of the Complaint.

322. Syngenta denies the averments in paragraph 322 of the Complaint.

323. Syngenta denies the averments in paragraph 323 of the Complaint.

324. Syngenta denies the averments in paragraph 324 of the Complaint.

325. Syngenta denies the averments in paragraph 325 of the Complaint.

326. Syngenta denies the averments in paragraph 326 of the Complaint.

327. Syngenta denies the averments in paragraph 327 of the Complaint.

328. Syngenta denies the averments in paragraph 328 of the Complaint.

329. Syngenta denies the averments in paragraph 329 of the Complaint.

330. Syngenta denies the averments in paragraph 330 of the Complaint.

331. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

332. Paragraph 332 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 332 of the Complaint.

333. Syngenta denies the averments in paragraph 333 of the Complaint.

334. Syngenta denies the averments in paragraph 334 of the Complaint.

335. Syngenta denies the averments in paragraph 335 of the Complaint.

336. Syngenta denies the averments in paragraph 336 of the Complaint.

337. Syngenta denies the averments in paragraph 337 of the Complaint.

338. Syngenta denies the averments in paragraph 338 of the Complaint.

339. Syngenta denies the averments in paragraph 339 of the Complaint.

340. Syngenta denies the averments in paragraph 340 of the Complaint.

341. Syngenta denies the averments in paragraph 341 of the Complaint.

342. Syngenta denies the averments in paragraph 342 of the Complaint.

343. Syngenta denies the averments in paragraph 343 of the Complaint.

344. Syngenta denies the averments in paragraph 344 of the Complaint.

345. Syngenta incorporates its responses to paragraphs 1-299 of the Complaint above as if fully restated herein.

346. Paragraph 346 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta denies the averments in paragraph 346 of the Complaint.

347. Syngenta admits that it continues to market and sell corn seed containing MIR162 in accordance with U.S. laws and regulations. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 347 of the Complaint.

348. Syngenta admits that its products are available throughout the United States. To the extent not specifically admitted, Syngenta denies the remaining averments in paragraph 348 of the Complaint.

349. Paragraph 349 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta lacks sufficient knowledge or information to form a belief as to the averments in paragraph 349 of the Complaint, and therefore denies them.

350. Paragraph 350 of the Complaint calls for legal conclusions to which no response is required. To the extent a response is required, Syngenta lacks sufficient knowledge or information to form a belief as to the averments in paragraph 350 of the Complaint, and therefore denies them.

351. Syngenta denies the averments in paragraph 351 of the Complaint.

352. Syngenta denies the averments in paragraph 352 of the Complaint.

353. Syngenta denies the averments in paragraph 353 of the Complaint.

354. Syngenta denies the averments in paragraph 354 of the Complaint.

355. Syngenta denies the averments in paragraph 355 of the Complaint.

356. Syngenta denies the averments in paragraph 356 of the Complaint.

357. Syngenta denies the averments in paragraph 357 of the Complaint.

358. Syngenta denies the averments in paragraph 358 of the Complaint.

359. Syngenta denies the averments in paragraph 359 of the Complaint.

360. Syngenta denies the averments in paragraph 360 of the Complaint.

361. Syngenta denies the averments in paragraph 361 of the Complaint.

362. Syngenta denies the averments in paragraph 362 of the Complaint.

363. Syngenta denies the averments in paragraph 363 of the Complaint.

364. Syngenta denies the averments in paragraph 364 of the Complaint.

365. Syngenta denies the averments in paragraph 365 of the Complaint.

366. Syngenta denies the averments in paragraph 366 of the Complaint.

367. Syngenta denies the averments in paragraph 367 of the Complaint.

REQUEST FOR RELIEF

In response to the unnumbered “Request for Relief” paragraphs of the Complaint, Syngenta denies that plaintiffs are entitled to any relief whatsoever, and denies each and every averment of this section separately and severally to the extent said averments imply any wrongdoing by Syngenta.

DEFENSES

Syngenta asserts the following defenses in response to plaintiffs’ claims, undertaking the burden of proof only as to those defenses deemed affirmative defenses by law, regardless of how such defenses are denominated herein. Syngenta incorporates by reference the admissions, allegations, and denials contained in its Answer, and reserves the right to amend this Answer and to assert other defenses as this action proceeds.

FIRST DEFENSE

Plaintiffs’ Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

Any and all actions taken by Syngenta with respect to any of the matters alleged in the Complaint were taken in good faith and in accordance with established practice.

THIRD DEFENSE

Plaintiffs’ claims are barred because Syngenta’s alleged conduct was reasonable and based on independent, legitimate business and economic justifications.

FOURTH DEFENSE

Plaintiffs' claims against Syngenta are barred because Syngenta has complied with all applicable government standards and regulations and all applicable standards of care under all laws, regulations, industry practice, and state-of-the-art knowledge.

FIFTH DEFENSE

Plaintiffs have failed to join necessary and indispensable parties to this litigation.

SIXTH DEFENSE

Plaintiffs' claims are barred because plaintiffs' alleged injuries and damages were not legally or proximately caused by any acts or omissions by Syngenta and/or were caused, if at all, by the conduct of plaintiffs and/or third parties over which Syngenta had no authority or control. Syngenta cannot be held liable for loss or damage caused by such independent persons or entities, whether or not they are parties to this action.

SEVENTH DEFENSE

Plaintiffs' claims are barred by the doctrines of intervening or superseding cause.

EIGHTH DEFENSE

Some or all of Plaintiffs' claims are barred by failure to provide the required statutory notice.

NINTH DEFENSE

Plaintiffs' claims are barred, in whole or in part, because Syngenta exercised due care and took appropriate precautions against any reasonably foreseeable acts or omissions of third parties and any reasonably foreseeable consequences of such acts or omissions.

TENTH DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrines of primary and/or secondary assumption of the risk and contributory or comparative fault.

ELEVENTH DEFENSE

Plaintiffs' negligence equals or exceeds any negligence, if any, of Syngenta, and plaintiffs' claims therefore are barred by the doctrine of comparative fault.

TWELFTH DEFENSE

Plaintiffs' negligence must be compared to the negligence, if any, of Syngenta, and plaintiffs' recovery, if any, must be reduced under the doctrine of comparative fault in accordance with Minn. Stat. § 604.01.

THIRTEENTH DEFENSE

Plaintiffs' claims are barred because Syngenta owed no legal duty to plaintiffs.

FOURTEENTH DEFENSE

Plaintiffs' claims are preempted in whole or in part by federal or state law.

FIFTEENTH DEFENSE

Plaintiffs' claims are barred by the economic loss rule, including but not limited to Minn. Stat. § 604.101.

SIXTEENTH DEFENSE

To the extent plaintiffs' alleged damages were caused by a misuse of any Syngenta product, there can be no liability against Syngenta.

SEVENTEENTH DEFENSE

Syngenta specifically pleads all affirmative defenses under the Uniform Commercial Code.

EIGHTEENTH DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the terms of their agreements with Syngenta to the extent they purchased or planted corn seeds containing the MIR162 and/or Event 5307 traits, including but not limited to Syngenta's disclaimer and limitation of warranties.

NINETEENTH DEFENSE

Plaintiffs' claims are barred, in whole or in part, because they have no standing or capacity to bring some or all of the claims raised in the Complaint.

TWENTIETH DEFENSE

Plaintiffs' claims and damages are barred, in whole or in part, by the applicable statutes of limitations.

TWENTY-FIRST DEFENSE

Plaintiffs' claims are barred, in whole or in part, because they have not suffered, and will not suffer, any injury to a legally protected or cognizable interest by reason of Syngenta's conduct as alleged in the Complaint.

TWENTY-SECOND DEFENSE

Plaintiffs' claims are barred by the doctrines of waiver, estoppel, laches, and/or unclean hands.

TWENTY-THIRD DEFENSE

Plaintiffs fail to allege facts or a cause of action against Syngenta sufficient to support a claim for compensatory damages, attorneys' fees and/or legal fees, or any other relief.

TWENTY-FOURTH DEFENSE

Plaintiffs are not entitled to damages because their damages, if any, are too legally uncertain, remote, indirect, and/or speculative.

TWENTY-FIFTH DEFENSE

Plaintiffs have failed to mitigate their damages, if any have occurred.

TWENTY-SIXTH DEFENSE

Plaintiffs' claims are barred to the extent they seek to bring claims under the laws of states where no named plaintiff resides or suffered an injury.

TWENTY-SEVENTH DEFENSE

Plaintiffs' claims may not be maintained as a class action because the named plaintiffs and the putative class and subclasses cannot satisfy the requirements of Minn. R. Civ. P. 23. Plaintiffs' putative class and subclasses are rife with individualized issues that cannot be adjudicated on a class-wide basis using common proof.

TWENTY-EIGHTH DEFENSE

Plaintiffs' claims, including but not limited to those under Minn. Stat. §§ 325D.13 and 325D.15, are barred because plaintiffs did not reasonably rely on any representation of fact made by Syngenta.

TWENTY-NINTH DEFENSE

Syngenta incorporates by reference, as though fully set forth herein, any and all defenses which are or may become available to it pursuant to the provisions of the Restatement (Second) of Torts § 402, Restatement (Third) of Torts, Restatement (Third) of Products Liability, and all comments thereto.

THIRTIETH DEFENSE

Plaintiffs' claims are barred because plaintiffs' own actions, including those taken by putative class members and others in the supply chain, as described in the Complaint, caused or contributed to plaintiffs' alleged damages by failing to take reasonable steps to prevent cross

pollination or commingling of corn containing MIR162 or Event 5307 from corn without these traits.

THIRTY-FIRST DEFENSE

Syngenta specifically reserves the right to plead that plaintiffs failed to follow sound agronomic practices in the cultivation of the crop in question, and accordingly, that their misuse precludes them from recovering damages in this action. The particulars of this defense, if applicable, will be developed during the discovery process and made known to plaintiffs.

THIRTY-SECOND DEFENSE

To the extent plaintiffs' claims would result in Syngenta paying damages to more than one claimant for the same alleged loss, they are barred because such multiple liability would violate rights guaranteed to Syngenta by the United States Constitution, including, without limitation, rights guaranteed under the Due Process Clause of the Fourteenth Amendment and the Constitution of the State of Minnesota.

THIRTY-THIRD DEFENSE

No act or omission of Syngenta was malicious, willful, wanton, or fraudulent, nor did Syngenta act with conscious or intentional disregard of or indifference to the rights and safety of plaintiffs or others or in an egregiously wrongful manner.

THIRTY-FOURTH DEFENSE

Plaintiffs' claims against Syngenta for damages are barred, in whole or in part, because plaintiffs would be unjustly enriched if allowed to recover any portion of the damages alleged in the Complaint.

THIRTY-FIFTH DEFENSE

Any damages recovered by the plaintiff from Syngenta must be limited by the applicable statutory ceilings on recoverable damages.

THIRTY-SIXTH DEFENSE

To the extent plaintiffs attempt to seek equitable relief against Syngenta, plaintiffs are not entitled to such relief because they have an adequate remedy at law.

THIRTY-SEVENTH DEFENSE

To the extent that the applicable state statutes do not and cannot apply to conduct that occurred primarily outside the respective state, plaintiffs' statutory causes of action are barred.

THIRTY-EIGHTH DEFENSE

Syngenta denies that plaintiffs have a valid claim against Syngenta under the state statutes alleged in the Complaint. However, if such claims are found to exist, Syngenta pleads all available defenses under those statutes.

THIRTY-NINTH DEFENSE

Syngenta hereby pleads any and all statutory defenses available to it under the applicable state statutes at issue.

FORTIETH DEFENSE

To the extent plaintiffs have received payments from other sources in satisfaction of their alleged damages, including, but not limited to, state, federal, and/or private crop protection and/or insurance programs, any damages recovered by the plaintiff from Syngenta must be reduced to the extent required by relevant state law.

FORTY-FIRST DEFENSE

Syngenta reserves all rights of contribution and indemnity against plaintiffs and any other persons or entities to the fullest extent permitted by Minn. Stat. § 604.01 *et seq.*, and any other applicable statute, common law right, or legal or equitable right. Syngenta expressly reserves the right, in the event that plaintiffs settle with other persons or entities, to seek a credit or set-off for any portion of the plaintiffs' alleged injuries that may be attributed to such other persons or entities.

FORTY-SECOND DEFENSE

Plaintiffs' claims are barred to the extent they are foreclosed by trading rules or other binding requirements established by trade organizations, industry associations, or other similar organizations of which plaintiffs are members.

FORTY-THIRD DEFENSE

Plaintiffs' claims are barred because plaintiffs' acts and omissions, including this lawsuit, seek to unlawfully restrain trade in violation of the law and public policy under the applicable states' laws.

FORTY-FOURTH DEFENSE

Plaintiffs' claims for failure to warn are barred because there is no defect or risk of danger associated with the sale of corn seed containing the MIR162 or Event 5307 traits.

FORTY-FIFTH DEFENSE

Plaintiffs' claims are barred because Syngenta adequately warned and/or instructed its purchasers and plaintiffs of the risks, if any, associated with the sale of corn seed containing the MIR162 or Event 5307 traits.

FORTY-SIXTH DEFENSE

Plaintiffs' claims for failure to warn are barred because plaintiffs are sophisticated parties, users, and/or intermediaries that were aware of the risks, if any, associated with the sale of corn seed containing the MIR162 or Event 5307 traits, and any such risks were obvious.

FORTY-SEVENTH DEFENSE

Plaintiffs' claims are barred under the raw material/component part supplier doctrine.

FORTY-EIGHTH DEFENSE

Plaintiffs' claims based on misrepresentations are barred to the extent they rely on statements that are constitutionally protected and/or are statements reflecting opinion, puffery, predictions, or expectations.

RESERVATION OF RIGHTS AND DEFENSES

Syngenta has not knowingly or intentionally waived any applicable defenses and reserves the right to assert and rely on such other applicable defenses as may become available or apparent during discovery proceedings. Syngenta reserves the right to amend its Answer and/or Defenses accordingly, and/or withdraw defenses that it determines to be inapplicable during the course of subsequent discovery.

Dated: June 20, 2016

Respectfully submitted,

MASLON LLP

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ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. § 549.211.

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