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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

Scott v, a consumer residing in Oregon,
individually and on behalf of all others
situated,

Plaintiff,

v.

Monsanto Company, a foreign
corporation; Bayer Corporation, a
foreign corporation, Bayer AG; a foreign
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 3:19-cv-1123

**CLASS ACTION ALLEGATION
COMPLAINT**

DEMAND FOR JURY TRIAL

Plaintiff SCOTT GILMORE (“Plaintiff”), individually and on behalf of all others similarly situated, makes the following allegations based on his personal knowledge, and otherwise, upon information and belief:

NATURE OF THE ACTION

1. Plaintiff, by and through undersigned counsel, brings this action both on his own behalf and on behalf of the Class defined below, comprised of all individuals similarly situated within the State of Oregon, to redress the unlawful and deceptive practices employed by Defendants, MONSANTO COMPANY, BAYER CORPORATION, BAYER AG, and DOES 1-100 (collectively herein referred to as “Monsanto Defendants” or “Defendants”) in connection with its marketing and sale of its herbicide Roundup[®], which contains the active ingredient glyphosate.

2. Defendants sell various formulations of Roundup[®] which Plaintiff maintains are defective, dangerous to human health, unfit and unsuitable to be marketed and sold in commerce without proper warnings and directions as to the dangers associated with its use.

3. Defendants’ reckless, knowing, and/or willful omission of the carcinogenic and/or otherwise harmful components to Roundup[®] products constitutes unlawful and deceptive business practices violate Oregon’s Unlawful

Trade Practices Act, Or. Rev. Stat. §§ 646.605, *et seq.* (herein referred to as “OUTPA”).

JURISDICTION AND VENUE

4. Jurisdiction is proper in this Court pursuant to 28 U.S.C. §§1332(d), because there is diversity of citizenship between members of the proposed Class and Defendants. Defendants are either incorporated and/or have their principal place of business outside the state in which Plaintiff and members of the proposed Class reside. Furthermore, there are more than 100 Class Members and the amount-in-controversy exceeds \$5,000,000 exclusive of interest and costs.

5. This Court has personal jurisdiction over Defendants because Defendants are foreign corporations authorized to do business in Oregon and registered with the Oregon Secretary of State, and have sufficient minimum contacts with Oregon or otherwise intentionally avail themselves of the laws and markets of Oregon, through the promotion, sale, marketing and distribution of their Roundup[®] products in Oregon, to render the exercise of jurisdiction by the Oregon courts permissible.

6. Venue is proper in this District under 28 U.S.C. §1391(b) and (c) because Defendants’ improper conduct alleged in this complaint occurred in, was directed from, and/or emanated from this judicial district, because Defendants have

caused harm to Class Members residing in this district, and/or because Defendants are subject to personal jurisdiction in this district.

THE PARTIES

7. Plaintiff Scott Gilmore is an individual, a resident of Multnomah County, and a member of the Class alleged herein.

8. Defendant MONSANTO COMPANY is a Delaware corporation, Oregon Secretary of State Registry No. 773242-84, in “active” status, with a principal place of business in St. Louis, Missouri. MONSANTO COMPANY is a multinational agricultural biotechnology corporation and the leading producer of glyphosate, a non-selective herbicide used to kill weeds that commonly compete with the growing of crops. Glyphosate is the active ingredient in MONSANTO COMPANY’S Roundup[®] products.

9. Defendant BAYER CORPORATION is an Indiana corporation, Oregon Secretary of State Registry No. 085447-85, in “active” status, with a principal place of business in Pittsburgh, Pennsylvania. BAYER CORPORATION has derived substantial revenue from goods and products used in the State of Oregon.

10. Defendant BAYER AG is a publicly held corporation headquartered in Leverkusen, Germany.

11. Upon information and belief, BAYER AG is the parent/holding company of Defendants MONSANTO COMPANY and BAYER CORPORATION.

12. BAYER AG acquired MONSANTO COMPANY on or about June 7, 2018.

13. Upon information and belief, MONSANTO COMPANY is a wholly owned subsidiary of BAYER AG.

14. Upon information and belief, Defendants DOES 1 through 1000 are subsidiaries, partners, or other entities that were involved in the design, development, manufacture, testing, packaging, promoting, marketing, advertising, distribution, labeling, and/or sale of the herbicide Roundup[®]. The true names and capacities of the Defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and capacities of the DOE Defendants when such identities become known.

15. “Roundup” refers to all formulations of Defendants’ Roundup[®] products, including, but not limited to, Roundup Landscape Weed Preventer, Roundup Ready-To-Use Killer III with Sure Shot Wand, Roundup Ready-To-Use

Weed & Grass Killer III with Comfort Wand, Roundup Ready-to-Use Weed & Grass Killer III with Pump 'N Go 2 Sprayer, Roundup Ready-To-Use Weed & Grass Killer III, Roundup Precision Gel Weed & Grass Killer, Roundup for Lawns Bug Destroyer, Roundup For Lawns Ready-to-Use, Roundup For Lawns₁ Ready-to-Spray, Roundup For Lawns₃ Ready-to-Spray, Roundup For Lawns₂ Concentrate, Roundup for Lawns Crabgrass Destroyer¹, Roundup Ready-To-Use Max Control 365 with Comfort Wand, Roundup Concentrate MAX Control 365, Roundup Ready-To-Use Extended Control Weed & Grass Killer Plus Weed Preventer II with Comfort Wand, Roundup Ready-To-Use Extended Control Weed & Grass Killer Plus Weed Preventer II with Pump 'N Go 2 Sprayer, Roundup Ready-To-Use Extended Control Weed & Grass Killer Plus Weed Preventer II with Trigger Sprayer, Roundup Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer, Roundup Ready-To-Use Poison Ivy Plus Tough Brush Killer with Trigger Sprayer, Roundup Ready-To-Use Poison Ivy Plus Tough Brush Killer with Comfort Wand, Roundup Concentrate Poison Ivy Plus Tough Brush Killer, Roundup Weed & Grass Killer Concentrate Plus, Roundup For Lawns₂ Concentrate, Roundup Weed & Grass Killer Super Concentrate, Roundup Weed & Grass Killer Super Concentrate, Roundup Concentrate MAX Control 365, Roundup Concentrate Extended Control Weed & Grass Killer Plus Weed Preventer, Roundup Concentrate Poison Ivy Plus Tough Brush Killer, Roundup

Pro No Leak Pump Backpack Sprayer (4 Gallon), Roundup Pro Sprayer for Commercial Use (2 or 3 Gallon), Roundup No Leak Pump Backpack Sprayer (4 Gallon), Roundup Pro No Leak Pump Backpack Sprayer with Stainless Steel Components and Deluxe Comfort Harness (4 Gallon), Roundup Multi-Use Home and Garden Sprayer (1, 2, or 3 Gallon), or any other formulation thereof containing the active ingredient glyphosate.

16. Defendants engaged in the design, development, manufacture, testing, packaging, promoting, marketing, advertising, distribution, labeling, and/or sale of the herbicide Roundup, with the active ingredient glyphosate.

17. Defendants transacted and conducted business within the State of Oregon that relates to the allegations in this Complaint.

18. Defendants derived substantial revenue from goods and products used in the State of Oregon.

19. Defendants purposefully availed themselves of the privilege of conducting activities within the State of Oregon, thus invoking the benefits and protections of its laws.

20. Defendants advertise and sell goods, specifically Roundup, in Multnomah County, Oregon.

21. Upon information and belief, Defendants did act together to design, sell, advertise, manufacture and/or distribute Roundup, with full knowledge and/or conscious disregard of its dangerous, defective, and carcinogenic.

FACTUAL ALLEGATIONS

22. Plaintiff purchased Roundup Weed & Grass Killer in or around December 2018 in Multnomah County, Oregon; as well as in or around late 2015 – early 2016 in Multnomah County, Oregon.

23. When Plaintiff purchased the Roundup Weed & Grass Killer, the product label contained no indication that it or its ingredients contained any carcinogenic agents or posed the risk of cancer.

24. Plaintiff disposed of the Roundup Weed & Grass Killer product in April 2019 when he learned Roundup products, including their active ingredient glyphosate, were likely carcinogenic.

25. Had Plaintiff had known the carcinogenic properties of Roundup and its link to cancer at the time of purchase, he would not have bought it.

26. Roundup contains glyphosate as the active ingredient, which has been used since 1974 and is spread worldwide, constituting the highest global production of all herbicides.

27. Glyphosate is a nonselective herbicide that inhibits plant growth through interference with the production of essential aromatic amino acids.

28. In recent years, and after substantial verdicts against MONSANTO COMPANY, the carcinogenic qualities of Roundup and glyphosate have begun to come to light.

THE IARC CLASSIFICATION OF GLYPHOSATE

29. The International Agency for Research on Cancer (“IARC”), an intergovernmental cancer agency within the World Health Organization (“WHO”) of the United Nations, was tasked in 2015 with conducting and coordinating research into the causes of cancer it pertained to glyphosate.

30. In March 2015, an IARC “Working Group” of 17 experts from 11 countries convened to evaluate several insecticides and herbicides, including diazinon, tetrachlorvinphos, malathion, parathion, and glyphosate. The evaluation was based on a cumulative review of all publicly available and pertinent scientific studies. Some of the studies pertained to people exposed to through their jobs, such as farmers. Others were experimental studies on cancer and cancer-related effects in experimental systems. The IARC Working Group’s full monograph was published on July 29, 2015.

31. In its monograph, the IARC Working Group classified glyphosate as a Class 2A herbicide, which means it is probably carcinogenic to humans. It concluded non-Hodgkin lymphoma was most associated with glyphosate exposure.

32. The IARC also found that glyphosate caused DNA and chromosomal damage in human cells.

33. The IARC's conclusions were consistent with scientific developments that had occurred in prior decades.

EARLIER STUDIES ON ROUNDUP'S CARCINOGENIC PROPERTIES

34. As early as the 1980's, Defendants were aware of glyphosate's carcinogenic properties.

35. On March 4, 1985, a group of the Environmental Protection Agency's ("EPA") Toxicology Branch conducted a study to evaluate the potential oncogenic (i.e., potential to cause cancer) responses on mice. The group published a memorandum, which "classified Glyphosate as a Category C oncogen," meaning it is a possible human carcinogen.

36. The findings of the 1985 EPA study were initially challenged by the EPA in 1991, which published a Memorandum entitled, "Second Peer Review of Glyphosate." The Memorandum changed glyphosate's classification to Group E (evidence of non-carcinogenicity for humans). Yet two peer review committee members did not concur with the conclusions, and the Memorandum itself "emphasized however, that designation of an agent in Group E is based on the available evidence at the time of evaluation and should not be interpreted as a

definitive conclusion that the agent will not be a carcinogen under any circumstances.”

37. However, further studies and developments indicated glyphosate indeed posed (and still poses) a definite carcinogenic effect on humans.

38. In 1996, the New York Attorney General sued MONSANTO COMPANY for false and misleading advertising by touting its glyphosate-based Roundup products as, e.g., “safer than table salt” and “practically non-toxic” to mammals, birds, and fish.

39. On November 19, 1996, Monsanto entered into an Assurance of Discontinuance with New York Attorney General, in which Monsanto agreed to alter the advertising, removing from advertisements that represent, directly or by implication, that the weed killers were biodegradable and environmentally friendly. Monsanto also agreed to pay \$50,000 toward New York’s costs of pursuing the case. At the time, New York was the only state to object to the advertising claims.

40. In 1997, Chris Clements, *et al.* published a study entitled, “Genotoxicity of Select Herbicides in *Rana catesbeiana* Tadpoles Using the Alkaline Single-Cell Gel DNA Electrophoresis (Comet) Assay.” Genotoxicity refers to the property of chemical agents which cause damage to genetic information within a cell causing mutations, which may lead to cancer. In Clements’ publication, tadpoles were exposed to various herbicides, including

Roundup, for a 24-hour period. Roundup-treated tadpoles showed “significant DNA damage when compared with unexposed control animals.”

41. In 1999, Lennart Hardell and Mikael Eriksson published a study entitled, “A Case–Control Study of Non-Hodgkin Lymphoma and Exposure to Pesticides,” which consisted of a population-based case–control study in northern and middle Sweden encompassing 442 cases and twice as many controls was performed. Exposure data were ascertained by comprehensive questionnaires, and the questionnaires were supplemented by telephone interviews. The results indicated exposure to glyphosate and other herbicides yielded increased risks for Non-Hodgkin Lymphoma (“NHL”).

42. In 2002, Julie Marc, *et al.* published a study entitled, “Pesticide Roundup Provokes Cell Division Dysfunction at the Level of CDK1/Cyclin B Activation.” The study found Defendants’ Roundup caused delays in the cell cycles of sea urchins. It further noted the deregulations of cell cycle checkpoints are *directly linked* to genomic instability, which can generate diseases and cause cancer. The findings led to the conclusion Roundup “causes changes in cell cycle regulation that may raise questions about the effect of this pesticide on human health.”

43. In 2003, A. J. De Roos, *et al.* published a study entitled, “Integrative assessment of multiple pesticides as risk factors for non-Hodgkin’s lymphoma

among men,” which “[r]eported use of several individual pesticides was associated with increased NHL incidence, including . . . glyphosate. A subanalysis of these ‘potentially carcinogenic’ pesticides suggested a positive trend of risk with exposure to increasing numbers.”

44. In 2004, Julie Marc, *et al.* published another study entitled, “Glyphosate-based pesticides affect cell cycle regulation.” In that study, which tested Roundup 3plus on sea urchin eggs, determined “glyphosate-based pesticides are clearly of human health concern by inhalation in the vicinity of spraying,” given the “molecular link between glyphosate and cell cycle dysregulation.” It observed, “roundup may be related to increased frequency of non-Hodgkin’s lymphoma among farmers, citing the study by A. J. De Roos., *et al.*

45. In 2008, Mikael Eriksson, *et al.* published a study entitled, “Pesticide exposure as risk factor for NHL including histopathological subgroup analysis,” based on a case-control study of exposure to various pesticides as a risk factor for NHL. Eriksson’s study strengthened previous associations between glyphosate and NHL.

46. In 2009, France’s highest court ruled that Monsanto had not told the truth about the safety of Roundup. The French court affirmed an earlier judgment that Monsanto had falsely advertised its herbicide Roundup as “biodegradable” and that it “left the soil clean.”

47. Also in 2009, Nora Benachour and Gilles-Eric Seralini published a study entitled, “Glyphosate formulations induce apoptosis and necrosis in human umbilical, embryonic, and placental cells,” which examined the effects of four different Roundup formulations on human umbilical, embryonic, and placental cells—at dilution levels far below agricultural recommendations. The study found the formations caused cell death in a few hours in a cumulative manner, caused DNA damage, and found that the formulations inhibit cell respiration. In addition, it was shown the mixture of the components used as Roundup adjuvants, particularly POEA (polyoxyethyleneamine) *amplified the action of the glyphosate*. The Roundup adjuvants actually changed human cell permeability and increased the toxicity of glyphosate alone.

GLYPHOSATE-BASED HERBICIDES, INCLUDING ROUNDUP, ARE
BANNED THROUGHOUT THE WORLD

48. Following the IARC’s report on glyphosate, several countries have issued outright bans or restrictions on glyphosate herbicides, including Roundup.

49. In May 2015, the Netherlands banned all non-commercial use of glyphosate. See <https://www.collective-evolution.com/2015/05/30/why-the-netherlands-just-banned-monsantos-glyphosate-based-herbicides/>.

50. In 2016, Italy adopted a law prohibiting the use of glyphosate in areas frequented by the public or by "vulnerable groups" including children and the elderly and in the pre-harvest phase in agriculture. *See* <https://www.soilassociation.org/news/2016/august/italy-bans-toxic-glyphosate/>.

51. In June 2017, the Flemish government approved a ban on glyphosate for individual-use. *See* <https://www.brusselstimes.com/all-news/belgium-all-news/43150/flemish-government-approves-ban-on-glyphosate-for-individuals/>.

52. In September 2018, the agriculture ministry of the Czech Republic stated the country would ban the blanket use of glyphosate as a weedkiller and as a drying agent. *See* <https://phys.org/news/2018-09-czech-republic-restrict-glyphosate-weedkiller.html>. The ban came into effect on January 1, 2019. *See* <http://www.arc2020.eu/czech-out-this-roundabout-way-to-not-ban-roundup/>.

53. In October 2018, the Indian state of Punjab banned the sale of glyphosate. *See* <https://www.thehindu.com/news/national/other-states/punjab-government-bans-sale-of-herbicide/article25314146.ece>. And in February of 2019, the Indian state of Kerala followed suit, issuing a ban on the sale, distribution and use of glyphosate. *See* <https://www.thenewsminute.com/article/kerala-government-bans-glyphosate-deadly-weed-killer-96220>.

54. In January 2019, French authorities banned the sale of Roundup following a court ruling that regulators failed to take safety concerns into account

when clearing the widely used herbicide. *See* <https://www.france24.com/en/20190116-weedkiller-roundup-banned-france-after-court-ruling>. In April 2019, a French appeals court ruled Bayer's Monsanto business was liable for the health problems of a farmer who inhaled Roundup. *See* <https://www.insurancejournal.com/news/international/2019/04/11/523456.htm>.

55. In March 2019, Vietnam announced it has banned the import of all glyphosate-based herbicides. *See* <https://sustainablepulse.com/2019/03/25/vietnam-bans-import-of-glyphosate-herbicides-after-us-cancer-trial-verdict/#.XS-xCT9Kh9O>.

56. On July 2, 2019, Austria's lower house of parliament passed a bill banning all uses of glyphosate. According to recent reports it is likely to pass Austria's upper house and is poised to become law. *See* <https://www.reuters.com/article/us-austria-glyphosate/austrian-parliament-backs-eus-first-total-ban-of-weedkiller-glyphosate-idUSKCN1TX1JR>.

57. Several municipalities and regions in Spain and the United Kingdom have also banned glyphosate herbicides.

MONSANTO LOSES THREE VERDICTS AFTER ROUNDUP IS FOUND TO
CAUSE CANCER IN HUMANS

58. On August 10, 2018, a unanimous California jury in *Johnson v. Monsanto Co.*, No. CGC16550128 (Cal. Super. Ct., Cnty. of S.F.) held MONSANTO COMPANY's Roundup and Ranger Pro herbicides were unsafe and

were a substantial factor in causing harm to the plaintiff. The jury also found MONSANTO COMPANY failed to adequately warn customers of the risks associated with its Roundup and stronger Ranger Pro products, and that the company acted with malice or oppression.

59. On March 27, 2019, a unanimous California jury in *Hardemon v. Monsanto Co.*, No. 3:16-mc-80232 (N.D. Cal.) found MONSANTO COMPANY liable for failing to warn Roundup could cause cancer, liable for negligence, and liable in a design defect claim.

60. On May 13, 2019, a California jury found MONSANTO COMPANY likely caused a couple's cancer in *Pilliod v. Monsanto Co.*, No. RF17862702 (Cal. Super. Ct., Cnty. of Alameda). The jury found on a preponderance of the evidence Roundup was a significant contributing factor in causing the plaintiff's NHL.

TOLLING OF ANY APPLICABLE STATUTES OF LIMITATION

61. The existence of Roundup's carcinogenic properties and/or its potential to cause cancer was not factually established until August 10, 2018 when the jury in *Johnson v. Monsanto Co.* found Roundup was a substantial cause of cancer of the plaintiff's cancer and MONSANTO COMPANY failed to adequately warn customers of the risks associated with its Roundup.

62. Prior to August 10, 2018, Plaintiff and Class Members were not on actual or constructive notice and thus could not discover that Roundup contained any carcinogenic agents and/or posed the risk of cancer.

63. By concealing Roundup's carcinogenic properties to Plaintiff and the Class, Defendants have actively foreclosed Plaintiff and members of the Class from learning Roundup contained any carcinogenic agents and/or posed the risk of cancer.

64. By reason of the foregoing, the claims of Plaintiff and the Class are timely under any applicable statutes of limitation pursuant to the discovery rule and the doctrine of fraudulent concealment.

CLASS ACTION ALLEGATIONS

65. Plaintiff brings this class action pursuant to Rule 23(b)(2) and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of himself and all members of the following Class:

All persons in the State of Oregon who purchased at least one of Defendants' Roundup products, for personal use and not for re-sale.

66. Subject to additional information obtained through further investigation and discovery, the foregoing definition of the Class may be expanded or narrowed by amendment.

67. Specifically excluded from the proposed Class are Defendants, their officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, successors, assigns, or other persons or entities related to or affiliated with Dollar General and/or its officers and/or directors, or any of them. Also excluded from the proposed Class are the Court, the Court's immediate family and Court staff.

Federal Rules of Civil Procedure, Rule 23(a) Factors

68. **Numerosity.** Membership in the Class is so numerous that separate joinder of each member is impracticable. The precise number of Class Members is unknown at this time but can be readily determined from Defendants' records. Plaintiff reasonably estimates that there are tens of thousands of persons in the Class.

69. **Adequacy of Representation.** Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff has retained counsel highly experienced in complex consumer class action litigation and intends to prosecute this action vigorously. Plaintiff is a member of the Class described herein and does not have interests antagonistic to, or in conflict with, the other members of the Class.

70. **Typicality.** Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff and all members of the Class purchased Defendants'

Roundup products which fail to disclose the carcinogenic properties of Roundup and/or its active ingredient glyphosate.

71. Existence and Predominance of Common Questions of Law and Fact. There are numerous and substantial questions of law and fact common to all Class Members sufficient to satisfy Rule 23(a), and that control this litigation and predominate over any individual issues for purposes of Rule 23(b)(3). Included within the common questions are:

- a) Whether Defendants' Roundup products contains carcinogenic properties and/or poses the risk of causing cancer;
- b) Whether the active ingredient glyphosate in Defendants' Roundup products contains carcinogenic properties and/or poses the risk of causing cancer;
- c) Whether the adjuvants contained in Defendants' Roundup products amplified the carcinogenic properties of Defendants' Roundup products and/or their active ingredient glyphosate;
- d) Whether Defendants were aware its Roundup products contained carcinogenic properties and/or posed the risk of causing cancer;
- e) Whether Defendants studied the effect of adding a warning label to their Roundup products disclosing their carcinogenic properties or potential cancer risks;

- f) Whether Defendants studied or tested a potential warning label and the effect of such a label on consumer's perceptions;
- g) Whether the existing labels on Defendants' Roundup products were adequate;
- h) Whether Defendants' decision not to include a warning label to their Roundup products was willful;
- i) Whether Defendants' decision not to include a warning label to their Roundup products was made recklessly and/or knowingly;
- j) Whether Defendants misrepresented the safety and suitability of its Roundup products sold at its stores in Oregon;
- k) Whether Defendants' conduct, as alleged herein, is unlawful under Oregon's Unlawful Trade Practices Act, Or. Rev. Stat. §§ 646.605, *et seq.*;
- l) Whether the Plaintiff and the Class are each entitled to an award of actual damages or statutory damages of \$200;
- m) The proper method for calculating damages classwide;
- n) Whether Plaintiff and the Class are entitled to injunctive relief requiring Defendants to disclose Roundup's carcinogenic properties and/or its risk of causing cancer;

- o) Whether Plaintiff and the Class are entitled to attorneys' fees and costs, and in what amount;
- p) Whether Plaintiff and the Class are entitled to declaratory and/or other equitable relief;
- q) Whether Plaintiff and the Class are entitled to punitive damages.

Federal Rules of Civil Procedure, Rule 23(b)(2) Factors

72. Defendants have acted on grounds generally applicable to the entire Class, thereby making final injunctive relief and/or corresponding declaratory relief appropriate with respect to the Class as a whole. The prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications with respect to individual member of the Class that would establish incompatible standards of conduct for Defendant.

73. Injunctive relief is necessary to prevent further fraudulent and unfair business practices by Defendants. Money damages alone will not afford adequate and complete relief, and injunctive relief is necessary to restrain Defendants from continuing to conceal the carcinogenic properties of their Roundup products and the cancer risks posed to consumers.

Federal Rules of Civil Procedure, Rule 23(b)(3) Factors

74. **Common Issues Predominate:** As set forth in detail hereinabove, common issues of fact and law predominate because Plaintiff's claims are based on

a deceptive common course of conduct. Whether Defendants' conduct is likely to deceive reasonable consumers and violate Oregon's Unlawful Trade Practices Act, Or. Rev. Stat. §§ 646.605, et seq. is common to all members of the Class and are the predominating issues, and Plaintiff can prove the elements of his claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

75. **Superiority.** A class action is superior to other available methods for the fair and efficient adjudication of this controversy for at least the following reasons:

- a) Given the size of the claims of individual Class Members, as well as the resources of Defendants, few Class Members, if any, could afford to seek legal redress individually for the wrongs alleged herein;
- b) This action will permit an orderly and expeditious administration of the claims of Class Members, will foster economies of time, effort, and expense and will ensure uniformity of decisions;
- c) Any interest of Class Members in individually controlling the prosecution of separate actions is not practical, creates the potential for inconsistent or contradictory judgments and would create a burden on the court system;

d) Without a class action, Class Members will continue to suffer damages, Defendants' violations of law will proceed without remedy, and Defendants will continue to reap and retain the substantial proceeds derived from its wrongful and unlawful conduct. Plaintiff and Class Members have suffered damages as a result of Defendant's unlawful and unfair conduct. This action presents no difficulties that will impede its management by the Court as a class action.

76. **Notice to the Class:** Notice can be accomplished by publication for most Class Members.

77. The Class Members have suffered economic harm and suffered injury as a result of Defendants' misconduct, in that each member purchased Roundup without knowing it contains carcinogenic properties and/or poses risk of cancer.

CLAIMS FOR RELIEF

78. Based on the foregoing allegations, Plaintiff's claims for relief include the following:

FIRST CAUSE OF ACTION

VIOLATIONS OF THE OREGON UNLAWFUL TRADE PRACTICES ACT Or. Rev. Stat. §§ 646.605, *et seq.* (on behalf of Plaintiff and the proposed Class)

79. Plaintiff incorporates by reference each preceding paragraph as though fully set forth herein.

80. Plaintiff brings this claim under the OUTPA, Or. Rev. Stat. §§ 646.605, *et seq.*, on behalf of himself and the Class, who were subject to Defendant's above-described unfair and deceptive conduct.

81. As alleged hereinabove, Plaintiff has standing to pursue this claim as Plaintiff has suffered injury in fact in the form of an ascertainable loss of money or property as a result of Defendants' actions as set forth herein.

82. Plaintiff is a "person" within the meaning of Or. Rev. Stat. § 646.605(4).

83. Defendants are engaged in the sale of "goods and services," as defined by Or. Rev. Stat. § 646.605(6)(a).

84. Defendants are engaged in "trade" or "commerce" within the meaning of Or. Rev. Stat. § 646.605(8), affecting consumers in Oregon and throughout the United States.

85. Defendants engaged in the design, development, manufacture, testing, packaging, promoting, marketing, advertising, distribution, labeling, and/or sale of the Roundup, which contains the active ingredient glyphosate, and contains adjuvants, including POEA.

86. In the course of their businesses, Defendants failed to disclose Roundup's carcinogenic properties and/or its potential to cause cancer, in violation of the OUTPA, Or. Rev. Stat. §§ 646.605, *et seq.*

87. The OUTPA prohibits "unfair or deceptive acts conduct in trade or commerce" Or. Rev. Stat. § 646.608(1). Defendants violated the OUTPA because, among other reasons, they:

- b. "[c]aused likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of . . . goods";
- c. "[cause[d] likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by, another";
- e. "[r]epresented that. . . goods . . . have sponsorship, approval, characteristics, ingredients, uses, benefits, quantities or qualities that the . . . goods or . . . do not have";
- g. "[r]epresented that . . . goods . . . are of a particular standard, quality, or grade, [when] the . . . goods . . . were of another";
- i. "advertise[d] . . . goods . . . with intent not to provide . . . goods . . . as advertised";
- t. "[c]oncurrent with tender or delivery of . . ., goods . . . fail[ed] to disclose any known material defect or material nonconformity";
- u. "[e]ngaged in . . . unfair or deceptive conduct in trade or commerce.

Or. Rev. Stat. § 646.608(1)(b), (c), (e), (g), (i), (t), (u).

88. Defendants' representations and omissions were material in that they were likely to deceive reasonable consumers.

89. Defendants concealed and continue to conceal material facts concerning the probable carcinogenic nature of its Roundup products. Plaintiff did not know Defendants' Roundup products posed the risk of cancer at the time he purchased the product.

90. Indeed, had Plaintiff been aware of these material facts, Plaintiff would not have purchased Round Up Weed & Grass Killer.

91. Defendants acted willfully in their violation of the OUTPA, by concealing Roundup was unsafe and/or posed a risk of cancer. Defendants' actions were done with conscious disregard of Plaintiff's rights and Defendants were wanton and malicious in their concealment.

92. In the alternative, Defendants acted recklessly and/or knowingly in violating the OUTPA by concealing Roundup was unsafe and/or posed a risk of cancer.

93. Defendants were aware in 2015 the IARC Working Group of the World Health Organization classified Roundup's active ingredient glyphosate as a Class 2A herbicide, meaning it is probably carcinogenic to humans.

94. Defendants were also aware of the decades of scientific research and studies linking glyphosate to DNA damage, genotoxicity, genomic instability, cell cycle dysregulation, and NHL.

95. Furthermore, and within the last year, Defendants have lost verdicts to cancer patients who established a causal link between the use of Roundup and their own cancer.

96. Despite Defendants' access to these various studies, Defendants knew they valued profits over human safety and compliance with the law. Defendants' wrongful business practices constituted, and constitute, a continuing course of conduct in violation of the OUTPA because Defendants continue to design, manufacture, and sell Roundup products vehicles throughout the United States and the State of Oregon, containing the wrongful omissions described in this case.

97. Plaintiff and other members of the Class have suffered injury in fact in the form of an ascertainable loss of money or property as a result of Defendants' unlawful conduct. Plaintiff would not have purchased Roundup had he known it was carcinogenic and/or posed a cancer risk.

98. As a result of Defendants' failure to disclose Roundup's carcinogenic properties and/or its potential to cause cancer, Plaintiff would not have purchased Defendants' product. The significance, substance and nature of this omission supports a logical inference that the Class would not have purchased Defendants'

Roundup products had they known of the products' potential to cause cancer. As a result of these omissions, Plaintiff and the Class have also suffered an ascertainable loss in the form of a refund of the purchase price they paid for Defendants' Roundup products.

99. In the alternative, Plaintiff and the Class paid more money for Defendants' Roundup product than they could have paid for other similar herbicides which do not contain glyphosate and/or do not pose a risk of cancer. Therefore, as a result of Defendants' unlawful concealment of Roundup's carcinogenic properties, Plaintiff and the Class suffered an ascertainable loss in the amount of the diminished value between the higher price paid for Defendants' Roundup product and the lower price that they could have paid for similar alternative herbicides, despite being deceived by Defendants' omissions.

100. Pursuant to Or. Rev. Stat. § 646.638, Plaintiff and members of the Class may recover actual damages or statutory damages of \$200, whichever is greater.

101. Furthermore, and as authorized under this section, Plaintiff seeks injunctive relief compelling Defendants to disclose on each Roundup product, clearly and conspicuously, that its active ingredient glyphosate is a Class 2A herbicide, meaning it is probably carcinogenic to humans. Plaintiff and members of the Class shall be irreparably harmed if such an order is not granted.

102. Plaintiff further seeks an order declaring Defendants have violated the OUTLA by failing to disclose Roundup's carcinogenic properties and/or its potential to cause cancer.

103. Moreover, the aforementioned acts of Defendants were willful and in conscious disregard of Plaintiff's rights. Defendants' acts were done with the deliberate intent to secure profits from the Plaintiff and the Class while concealing the carcinogenic properties of their products and thus posing a cancerous risk to Plaintiff and the Class. This conduct represents a severe violation of societal interests sufficiently great and of a kind that the use of punitive damages is proper. Plaintiff is therefore entitled to punitive damages to punish Defendants' wrongful conduct and deter Defendants' future wrongful conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and on behalf of the members of the Class defined herein, prays for judgment and relief on all Causes of Action as follows:

- A. An order certifying that the action may be maintained as a Class Action;
- B. An order enjoining Defendants from pursuing the policies, acts, and practices complained of herein and requiring Defendants to disclose on each Roundup product, clearly and conspicuously, that its active

ingredient glyphosate is a Class 2A herbicide, meaning it is probably carcinogenic to humans;

- C. Actual damages or statutory damages of \$200, whichever is greater to Plaintiff and all members of the Class;
- D. Punitive damages;
- E. Pre-judgment interest from the date of filing this suit;
- F. Reasonable attorneys' fees;
- G. Costs of this suit; and
- H. Such other and further relief as the Court may deem necessary or appropriate.

JURY DEMAND

Plaintiff and the Class by counsel hereby request a trial by jury as to all issues so triable.

Date: July 19, 2019

Respectfully submitted,

THE CASEY LAW FIRM, LLC

/s/ Ryan Casey

Ryan Casey (OSB # 152824)

ryan@rcaseylaw.com

20 NE Thompson Street

Portland, Oregon 97212

Tel: (503) 928-7611

Fax: (503) 345-7470

Gillian L. Wade (*to apply pro hac vice*)
Sara D. Avila (*to apply pro hac vice*)
Marc A. Castaneda (*to apply pro hac vice*)
**MILSTEIN JACKSON FAIRCHILD &
WADE, LLP**
10250 Constellation Blvd., Suite 1400
Los Angeles, CA 90067
Tel.: (310) 396-9600
Fax: (310) 396-9635

Counsel for Plaintiff

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Oregon

SCOTT GILMORE, a consumer residing
in Oregon, individually and on behalf of
all others situated,

Plaintiff(s)

v.

MONSANTO COMPANY, a foreign corporation;
BAYER CORPORATION, a foreign corporation,
BAYER AG; a foreign corporation; and DOES 1
through 100, inclusive,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* MONSANTO COMPANY
800 N LINDBERGH BLVD
SAINT LOUIS, MO 63167

BAYER CORPORATION
100 BAYER RD
BUILDING 4
PITTSBURGH, PA15205

BAYER AG
51368 Leverkusen, Germany

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Ryan Casey, Esq.
THE CASEY LAW FIRM, LLC
20 NE Thompson Street
Portland, OR 97212

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____ , a person of suitable age and discretion who resides there,
 on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

SCOTT GILMORE, a consumer residing in Oregon, individually and on behalf of all others situated,

(b) County of Residence of First Listed Plaintiff Multnomah
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

THE CASEY LAW FIRM, LLC
Ryan Casey, Esq.
20 NE Thompson Street, Portland, OR 97212, Tel: (503) 928-7611

DEFENDANTS

MONSANTO COMPANY, a foreign corporation; BAYER CORPORATION, a foreign corporation, BAYER AG; a foreign corporation; and DOES 1

County of Residence of First Listed Defendant St. Louis
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|---|--|--|---|--|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice | PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) | <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 490 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes |
| REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education | PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement | LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions | FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 |

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Or. Rev. Stat. §§ 646.605, et seq.

Brief description of cause:

VIOLATIONS OF THE OREGON UNLAWFUL TRADE PRACTICES ACT

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ TBD at Trial

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

07/19/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ Ryan Casey

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.