

**SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

Blansett, et al.

Plaintiffs

v.

Syngenta Crop Protections, LLC, et al.

Defendants

Case No. N23C-08-262-SKR

SUBPOENA IN A CIVIL CASE

TO: V-FLUENCE INTERACTIVE PUBLIC RELATIONS, INC, C/O Corporation
Service Company, 8 THE GREEN, STE B, Dover, DE 19901

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION: Jacobs & Crumplar, P.A.;
750 Shipyard Drive, Suite 200; Wilmington, DE 19801

DATE AND TIME: January 23, 2024 at 9:00
a.m.

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

PLACE: Jacobs & Crumplar, P.A.; 750 Shipyard Drive,
Suite 200; Wilmington, DE 19801

DATE AND TIME: December 7, 2023 at 9:00
a.m.

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify.

Delaware Superior Court Civil Rule 30 (b) (6)

REQUESTING PARTY'S NAME, ADDRESS AND
PHONE NUMBER

David Crumplar, Bar # 5876
JACOBS & CRUPLAR, P.A.
750 Shipyard Drive, Suite 200
Wilmington DE 19801
Phone: 302-600-1935
Attorney for Plaintiffs

ISSUING PARTY'S SIGNATURE AND TITLE



David Crumplar, Esq.
Attorney for plaintiffs

DATE

10/30/23

PROOF OF SERVICE		
SERVED	DATE	PLACE
SERVED ON (PRINT NAME)		MANNER OF SERVICE
SERVED BY (PRINT NAME)		TITLE
DECLARATION OF SERVER		

I declare under penalty of perjury under the laws of the State of Delaware that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Superior Court Civil Rule 45, Parts C, D & E:

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The Court shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorneys fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the Court. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the Court shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance,
- (ii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
- (iii) subjects a person to undue burden.

(B) If a subpoena

- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) requires disclosure of an unretained expert=s opinion or information not describing specific events or occurrences in dispute and resulting from the expert=s study made not at the request of any party.

the Court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the Court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(e) Contempt. Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of court.

ATTACHMENT A

Pursuant to Delaware Rules of Civil Procedure, Plaintiffs in the above-captioned action hereby request that V-Fluence Interactive Public Relations, Inc. produce for inspection, and copying, the documents and things described below. Plaintiffs further request that such production be made in accordance with the Definitions and Instructions set forth below.

DEFINITIONS

A. The term “V-Fluence” includes the legal entity v-Fluence Interactive Public Relations, Inc., the member companies of v-Fluence Interactive Public Relations, Inc., and all branch offices, subsidiaries or affiliates, and all current and former officers, directors, principals, agents, representatives and employees of v-Fluence Interactive Public Relations, Inc.

B. “Document” is used in its broadest sense, and means the original and any non-identical copy, regardless of origin or location. Typical categories of material included within the term document are: books, pamphlets, periodicals, memoranda (including those of telephone and in-person conversations), letters, reports, notes, telegraphs, statements, facsimiles, records, diaries, minutes, bulletins, circulars, brochures, studies, instructions, working papers, charts, work assignments, drawings, prints, flow sheets, graphs, invention disclosures, photographs, photomicrographs, microfilm, medical and hospital records and reports, x-ray photographs, drafts, advertisements, catalogs, paper, indices, tapes, disc, data sheet or data processing material, or any handwritten, recorded, transcribed, punched, taped, filmed or graphic matter, however, produced or reproduced in your possession, custody or control or to which you have had access.

“Document” includes all electronic or optical media or other information storage means, including film, tapes, computer disks, databases, or personal data assistant memory. When any document contains any marking not appearing on the original or are altered from the original, such item shall be considered to be separate original documents.

C. The term “communication” means, without limitation, any act, action, oral speech, written correspondence, contact, expression of words, thoughts, and/or ideas, or transmission or exchange of data or other information to another person, whether orally, person-to-person, in a group, by telephone, letter, personal delivery, telex, facsimile, and/or any other process, electronic or otherwise. Communications in writing shall include printed, typed, handwritten, electronic and other readable documents.

D. The term “person” means any natural person, or any business, legal, or governmental corporation, entity, association, or group.

E. The term “Paraquat” or “Paraquat-containing products” means any pesticide that contains Paraquat as an active ingredient in the formulation, including but not limited to Gramoxone.

F. The term “Syngenta” includes Syngenta Crop Protection, LLC, and any of its merged, consolidated, or acquired predecessors, divisions, subsidiaries, foreign subsidiaries, and all subsidiaries of its predecessors and affiliates, including Zeneca Agrochemicals, Imperial Chemical Industries (ICI) and Central Toxicology Laboratory (CTL).

INSTRUCTIONS

A. Documents referred to herein are to include all portions, or pages of each document referred to, and all attachments, enclosures, appendices, and supporting documentation, including, without limitation, originals, copies, non-identical copies (that may contain handwritten notes, markings, stamps, interlineations, redlines, or electronic information), drafts, working papers, routing slips, and similar materials.

B. A document is deemed in your actual or constructive possession, custody or control if it is in your physical custody, or if it is in the physical custody of any other person and you (a)

own such document in whole or in part; (b) have a right, by control, contract, law, order or otherwise, to use inspect, examine or copy such document on any terms; (c) have an understanding, express or implied, that you may use, inspect, examine or copy such document upon any terms; or (d) have, as a practical matter, been able to use, inspect, examine or copy such document when you sought to do so. For the avoidance of doubt, a document is deemed in your actual or constructive possession, custody or control if it is accessible on a network or server that you maintain.

C. The specifications of these document requests are to be construed as being inclusive rather than exclusive. Thus, words importing the singular include the plural; words importing the plural include the singular; words importing one gender includes both genders; the words “and” and “or” are to be construed conjunctively or disjunctively as necessary to make the document request inclusive; the word “all” means “any and all” and the word “any” means “any and all.”

D. In producing responsive documents, you should furnish all documents in your possession, custody, or control, regardless of whether such documents are possessed directly by you or by your agents, employees, or representatives, including your attorneys or their agents, employees or representatives.

E. If in responding to this request you encounter any ambiguity in construing it or any definitions and instructions relevant to it, set forth the matter or term deemed “ambiguous” and the construction used in responding to the subpoena.

F. To the extent that you claim a privilege as the basis for not producing any document, you shall segregate those documents claimed to be privileged and request an evidentiary hearing with the court or, alternatively, furnish a privilege log setting forth, for each such document: (i) the nature of the privilege (including work product) which is being claimed and, if the privilege is

governed by state or foreign law, indicate the state or foreign nation's privilege rule being invoked; (ii) the type of document, e.g., letter, memorandum, etc.; (iii) the general subject matter of the document; (iv) the date of the document; and (v) the author of the document, the addressees and any other recipients of the document and, where not apparent, the relationship of the author, addressees, and recipients of the document.

G. The "Relevant Time Period" applicable to the following Requests is 2001 through the present. Responsive documents, therefore, include all documents within the Relevant Time Period, as well as all documents that fall outside of the Relevant Time Period to the extent they relate to or are otherwise responsive to these requests.

**REQUESTS FOR DOCUMENTS AND
ELECTRONICALLY STORED INFORMATION**

1. All contracts, agreements, or other documentation of understanding entered into with Syngenta for the marketing, advertising, public relations, and communications strategy relating to Paraquat or Paraquat-containing products.

2. All documents related to meetings between Syngenta and V-Fluence Interactive, including but not limited to meeting minutes, memo created for the meeting, agendas, power presentations presented at the meeting, related to Paraquat or Paraquat containing products.

3. All documents and communications relating to the creation, management, and content of Paraquat.com.

4. All documents relating to search engine optimization (SEO) and any analysis and monitoring of the online environment for Syngenta.

5. All communications and correspondence with V-Fluence Interactive and any executive, officer, representative, agent, or employee of Syngenta relating to Paraquat or Paraquat.com.

6. All documents relating to any consumer surveys conducted by V-Influence Interactive on behalf of Syngenta, including any written or verbal responses, open-ended responses, transcripts, qual-chat transcripts, and virtual dial testing results.

7. All communications and correspondence between V-Fluence Interactive and any media outlet, newspaper, journal, trade publication, magazine, reporter, or news agency relating to Paraquat or Paraquat-containing products.

8. All communications or documents summarizing or reflecting communications between V-Fluence Interactive and any member of the general public relating to Paraquat or Paraquat-containing products, including but not limited to communications with farmers, landscapers, and other users of Paraquat.

9. All contracts, communications and correspondence between V-Fluence Interactive and any scientist or company relating to any analytics or research conducted by V-Fluence Interactive relating to Paraquat or Paraquat containing products.

10. All memoranda, reports, summaries or other documents prepared by V-Fluence Interactive relating to the public relations, marketing and advertising of Paraquat or Paraquat containing products, including all documents relating to marketing strategies for Syngenta.

11. All handwritten notes and tape-recorded notes created by V-Fluence Interactive relating to Paraquat or Paraquat containing products.

12. All documents reflecting the amount of money paid to V-Fluence Interactive relating to professional services, including but not limited to public relations, regulatory affairs, marketing and advertising relating to Paraquat or Paraquat-containing products.

13. All documents and communications relating to the formation or funding of any advocacy group or front group created by V-Fluence Interactive to improve the public perception of Paraquat or Paraquat containing products.