



Court File No. **VLC-S-S-198790**
No.
Vancouver Registry

In the Supreme Court of British Columbia

Between

Raymond Forster

Plaintiff

And

Monsanto Company, Monsanto Canada ULC, Bayer Inc., and
Bayer Aktiengesellschaft

Defendants

NOTICE OF CIVIL CLAIM

Brought under the Class Proceedings Act, R.S.B.C. 1996, c. 50

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

Part 1: STATEMENT OF FACTS

Overview

1. In the early 1970s, the Monsanto Company discovered the herbicidal properties of the chemical agent, glyphosate and developed it into a product called Roundup. Roundup is an herbicide used to eliminate weeds. It was introduced in Canada in about 1976 and now has widespread use across the country for weed control in residential, industrial and agriculture settings. Canadians use Roundup to kill undesirable weeds on residential lawns, gardens, parks, school campuses and golf courses. It is also sprayed by Canadian farmers on crop fields and in fruit orchards. The Defendants have even developed genetically engineered crops that are “Roundup Ready”. These crops are genetically modified to resist the herbicidal effects of Roundup so that farmers can liberally spray Roundup on their fields for weed control.

2. Glyphosate, the primary chemical agent in Roundup, has been found to be a probable carcinogen linked to the development of several forms of cancer, most notably non-Hodgkin’s lymphoma. Despite this risk, the Defendants have continued to assure the public, government agencies, and farmers that Roundup is safe. They have failed to provide adequate warnings about the dangers to human health associated with use of this product and have failed to conduct adequate testing of Roundup. For over 40 years, Canadians have been using Roundup unaware of its carcinogenic properties. Through this action, the Plaintiff and class members seek to hold the Defendants accountable for their unlawful and negligent conduct. The Plaintiff alleges that Roundup is defective, dangerous to human health, unsuitable for its purpose and lacked proper warnings as to the dangers associated with its use.

The Parties

The Plaintiff

3. The Plaintiff, Raymond Forster, is a resident of Canoe, British Columbia.
4. The Plaintiff brings this action on his own behalf and on behalf of a class of persons who were exposed to Roundup in British Columbia between 1976 to the date of the certification order and who, after exposure to Roundup, developed non-Hodgkin's lymphoma.

The Defendants

5. The Defendant, Monsanto Company is a corporation registered pursuant to the laws of Delaware in the United States, with its headquarters and principal place of business in St. Louis, Missouri.
6. The Defendant, Monsanto Canada ULC is an Alberta Business Corporation. It is the Canadian division of the Monsanto Company and carries on business extra-provincially in British Columbia.
7. The Defendant, Bayer Inc. is a corporation incorporated pursuant to the *Canada Business Corporations Act*. Its registered office is in Mississauga, Ontario. It is registered as an extra-provincial corporation to carry on business in British Columbia. Bayer Inc. is the wholly owned Canadian subsidiary of the Defendant, Bayer Aktiengesellschaft, ("Bayer AG") the German parent corporation based in Leverkusen, Germany, which carries on business worldwide, including in Canada.
8. On or about June 7, 2018, Bayer AG purchased Monsanto Company's global business which included its Canadian business. Since this purchase, the Monsanto Company's operations have been integrated into Bayer AG. Bayer AG is the sole owner of Monsanto Company and its branded products worldwide, including Roundup. The operations of Monsanto Canada ULC have integrated into Bayer Inc. Allegations against "the Defendants" in this Notice of Civil Claim refer

to conduct of the Monsanto Company and Monsanto Canada ULC for events that occurred before June 7, 2018 and to conduct of all four Defendants for events that occurred on or after June 7, 2018.

9. At all material times, the Defendants functioned as a joint enterprise for the promotion and sale of Roundup in British Columbia for their mutual benefit and profit. The business of each of the Defendants is inextricably interwoven with that of the other. Within this joint enterprise, the Defendants individually and jointly participated in researching, testing, developing, licensing, manufacturing, distributing, marketing, promoting, importing, labelling, and selling Roundup in British Columbia.

Roundup and the Defendants' Market Dominance

10. In this claim, Roundup refers to all formulations of the Defendants' Roundup branded products containing the active ingredient, glyphosate. Along with glyphosate, Roundup contains various other chemicals such as polyethoxylated tallow amine ("POEA"), a surfactant. Combined, these chemicals create a potent mix which is sprayed on unwanted plants and is quickly absorbed through a plant's leaves, stems and roots. Once it is absorbed it interferes with the plant's ability to form specific enzymes thereby killing the plant.

11. When Roundup was first introduced in the 1970s, it was promoted by the Defendants as a technological breakthrough that could kill almost every weed without causing harm to people or the environment. Within a few years of its launch, the Defendants were marketing Roundup in over 100 countries.

12. Roundup has been a wildly successful product for the Defendants with sales increasing yearly. For several decades, the Defendants enjoyed patent protection in the United States for Roundup's active ingredient, glyphosate. Prior to the expiry of the US patent in 2000, the Defendants used a three-pronged strategy to secure market position and discourage competition. They dropped the price of Roundup, increased its production and at the same time developed genetically modified crops made to work with Roundup. Crops grown from "Roundup Ready"

seeds are resistant to glyphosate permitting farmers to spray Roundup liberally on their fields without harming the crops. These genetically modified crops also helped the implementation of the farming practice called conservation tillage, a system by which farmers do not weed and till the soil before planting – instead they spray the field with Roundup and then plant the genetically modified Roundup Ready seeds. This practice reduces the work needed to be done by farmers and increases the reliance on glyphosate-based herbicides.

13. By the year 2000, the Defendant's Roundup Ready seeds were planted on about 80 million acres around the world. Since 2007, Roundup and other glyphosate-based herbicides have had the highest sales volume of all herbicides in Canada with over 25,000,000 kg of active ingredients sold per year. Globally, glyphosate is the most heavily used herbicide with an annual production volume in 2012 estimated at 720,000,000 kg and increasing annually.

14. From the outset, the Defendants have marketed Roundup as a safe general-purpose herbicide and continue to tout the safety of Roundup to this day. Roundup was promoted in broadcast and print media as “safer than table salt”, “practically non-toxic to mammals, birds and fish”, “biodegradable” and “environmentally friendly”. In the early 1990s, New York's attorney general sued the Defendants' complaining that the advertisements about Roundup were misleading. The Defendants' reached a settlement in that lawsuit agreeing to remove the objectionable references from its advertising in New York. Outside New York, however, the Defendants continued to extol the safety of the product making misleading claims. In 2009, France's highest court found Monsanto guilty of false advertising in claims it made that the herbicide was “biodegradable” and “left the soil clean”.

The Defendants' campaign of misinformation on the safety of Roundup

15. The Defendants have long known that Roundup is not a safe product. Starting as early as the mid-1980s, findings from scientific studies demonstrated that glyphosate and Roundup are associated with cancer. Additionally, studies have shown that glyphosate, when combined with the other ingredients in Roundup's formulation, is more toxic than glyphosate on its own.

16. Roundup is registered in Canada under the *Pest Control Products Act*, SC 2002, C. 28. To be used in Canada, herbicides must be registered with Health Canada's Pest Management Regulatory Agency. The *Pest Control Product Regulations*, SOR/2006-124, require applicants, when registering a product, to provide information to evaluate the health and environmental risks, including results of any relevant scientific investigations.

17. To ensure that Roundup was approved and continues to be approved for use in Canada and elsewhere in the world, and to maintain its dominant position in the market, the Defendants have led a long campaign of misinformation about the safety of Roundup. The Defendants have downplayed and dismissed the health hazards associated with Roundup by supporting inaccurate data, suppressing information, attacking legitimate studies that reveal the dangers of Roundup and improperly influencing evidence relied upon by agencies such as Health Canada and the agency regulating herbicides in the United States, the Environmental Protection Agency ("EPA").

18. For example, in the United States, the Defendants exerted pressure on the EPA to reclassify glyphosate from its initial classification in 1985 of "possibly carcinogenic on humans". This classification was based on early studies showing that glyphosate could cause cancer in laboratory animals. The Defendants provided contrary studies that they conducted, eventually convincing the EPA to classify glyphosate as non-carcinogenic in humans in 1991.

19. As part of its campaign to convince government regulators and the public that Roundup and its active ingredient glyphosate are safe, the Defendants "ghostwrote" scientific studies, articles and letters by "independent" experts. The ghostwriting involved using the Defendants' employees or paying consulting companies to author material that was supposedly written by independent experts. This material was published without revealing the true author. To accomplish this, the Defendants used consulting companies like Exponent, Inc. and the Canadian firm Intertek Group PLC (formerly called Cantox) to create and publish multiple studies with the goal to minimize any safety concerns regarding Roundup and its active ingredient glyphosate. These studies were submitted to and relied upon by regulatory agencies such as Health Canada and the public in assessing the safety of Roundup. The fact that the "independent" experts involved

in these studies were paid by the Defendants was not disclosed, nor was the significant role the Defendants played in designing the studies.

20. Additionally, ghostwritten editorials supporting the safety of Roundup were published in newspapers and magazines by purported “independent” experts such as Robert Tarone and Henry Miller who were consultants paid by the Defendants. Letters from “independent” experts ghostwritten by the Defendants were provided to government regulators without any disclosure of the Defendants’ role in creating these documents and/or financing the “independent” experts.

Glyphosate classification by the International Agency for Research on Cancer

21. In March 2015, the World Health Organization’s International Agency for Research on Cancer (IARC) classified glyphosate as Group 2A agent, meaning that it is “probably carcinogenic to humans”. In its selection of chemical agents to evaluate, the IARC looks at two main factors: (1) evidence of human exposure and (2) evidence or suspicion of carcinogenicity. The evaluations are performed by IARC Working Groups which are panels of international experts who are selected based on their expertise and the absence of actual or apparent conflicts of interest. In assessing a chemical agent, the IARC Working Group reviews human, experimental and mechanistic data, all pertinent epidemiological studies and cancer bioassays, and all representative mechanistic data. Over 1,000 studies related to glyphosate were reviewed by the Working Group. These studies were screened for relevance and to ensure they are publicly available and conducted by independent experts, free from vested interests.

22. On July 29, 2015, the IARC issued a formal monograph for glyphosate reporting its findings based on its review and evaluation. The IARC found a positive association between the exposure to glyphosate and the development of non-Hodgkin’s lymphoma (“NHL”). Additionally, the IARC concluded that there was strong evidence for genotoxicity of glyphosate. Genotoxicity refers to chemical agents that are capable of damaging the DNA within a cell through genetic mutations which is a process believed to lead to cancer.

The Defendants conduct after the IARC Assessment

23. Despite the red flag being raised by the IARC about the human health hazards of exposure to glyphosate, the Defendants not only continued to promote the safety of Roundup but also implemented a plan to discredit the IARC findings. Part of this plan included recruiting an “independent” panel of experts. To do this, the Defendants hired the Canadian firm, Intertek, to co-ordinate an “independent” expert panel to publish five scientific papers in 2016 that could be used to undermine the IARC assessment and defend the safety of Roundup.

24. All fifteen “independent” experts selected concluded that glyphosate is not a carcinogen. Twelve of the fifteen experts had been consultants for the Defendants in the past and two have now publicly admitted they were paid directly by the Defendants. Each of the papers was purported to be written independently by the experts, but the Defendants closely followed and controlled the content of these articles, going so far as to edit passages in some of them.

25. The Defendants’ tactic was successful. The scientific papers orchestrated by the Defendants have found their way into evaluations written by regulatory bodies relating to the safety of glyphosate. For example, in 2017, Health Canada’s Pest Management Regulator Agency re-evaluated the safety of glyphosate and re-approved it for use in Canada until 2023. In doing so, the report cited scientific articles published by the Defendants’ “independent” experts in its list of references.

26. In January 2019, another example of the Defendants’ infiltration into the decision making of regulatory bodies was discovered. The European parliament found that EU regulators based their decision to re-license glyphosate on an assessment that was plagiarized from literature produced by a coalition of pesticide companies including the Defendants’ material.

Recent Bans of the Sale of Roundup and glyphosate

27. Despite the regulatory approval of Roundup in Canada, several provinces and many municipalities in Canada have enacted laws or bylaws that restrict the use of glyphosate. For

example, the City of Vancouver has limited the use of glyphosate-based herbicides for cosmetic purposes such as weed control on residential lawns. Many cities in the United States and around the world have taken steps to restrict or ban the sale and use of glyphosate-based herbicides like Roundup. Recently, Austria voted to phase out the use of Roundup's active ingredient glyphosate by 2020.

The Plaintiff's Injuries

28. The Plaintiff ("Raymond" or "Mr. Foster") purchased and used Roundup for over 10 years. He used it to eliminate weeds at his home as well as at several rental properties that he looked after. Each year, he used Roundup about three times a week between the months of May to October and followed the directions for use on the product label. There were no warnings on the Roundup packaging or label that the ingredients presented any health hazards nor were there instructions or guidelines stating he should take safety precautions when using Roundup.

29. On or about December 18, 2016, Raymond was diagnosed with Stage II Chronic Lymphocytic Leukemia, which is a type of B-cell non-Hodgkin's lymphoma. He was found to have tumours in his left groin related to the lymphoma.

30. Mr. Forster did not know cancer could result from his use of and exposure to Roundup. Had Mr. Forster received adequate warnings, he would have used a safer alternative for weed control. As a result of his injuries, Raymond has experienced pain and suffering and loss of enjoyment of his life. Mr. Forster will continue to incur out-of-pocket expenses, hospital expenses, cost of past and future care, and special damages.

Part 2: RELIEF SOUGHT

31. The Plaintiff claims, on his own behalf and on behalf of the class:
- (a) an order certifying this action as a class proceeding and appointing him as representative plaintiff under the *Class Proceedings Act*;

- (b) general damages and special damages;
- (c) punitive damages;
- (d) pre-judgment interest (“interest under the *Court Order Interest Act*, RSBC 1996, c. 79;
- (e) declaratory and injunctive relief as well as statutory damages under the *Business Practices and Consumer Protection Act*, S.B.C. 2004, c.2.
- (f) recovery of health care costs incurred by the Ministry of Health Services on their behalf pursuant to the *Health Care Cost Recovery Act*, S.B.C. 2008, c.27.
- (g) costs; and
- (h) such further and other relief as this Honourable Court may deem just.

Part 3: LEGAL BASIS

Defendants’ Negligence

32. As the manufacturers, marketers, developers, distributors, importers and sellers of Roundup, the Defendants were in such a close and proximate relationship to the Plaintiff and other class members so as to owe them a duty of care. The Defendants caused Roundup up to be introduced into the stream of commerce in British Columbia and knew that any dangers related to Roundup could cause a foreseeable injury to the Plaintiff and class members.

33. The Defendants owed a duty to the Plaintiff and class members to exercise reasonable care when designing, testing, manufacturing, marketing, labelling, packaging, promoting, distributing, importing, and selling Roundup. The Defendants breached the standard of care expected in the circumstances.

34. At all material times, the Defendants knew or ought to have known of the dangers and risks of Roundup, specifically the carcinogenic properties of its active ingredient glyphosate and that:

- (a) Roundup was defective in design and formulation and unreasonably dangerous to the Plaintiff and class members;
- (b) Roundup posed an unreasonably dangerous risk of cancer when used in the manner

instructed by the Defendants;

- (c) The Defendants did not sufficiently study or test Roundup specifically, glyphosate, before placing it on the market;
- (d) Exposure to Roundup presents risks of harmful side effects that far outweigh the utility of the herbicide;
- (e) The Defendants could have employed safer alternative designs and formulations;
- (f) The Plaintiff and class members were exposed to Roundup without warning of the risks associated with Roundup;
- (g) There are no individuals for whom the benefits of Roundup outweigh the risk, given that there are alternative formulations and techniques that carry less risk than Roundup; and
- (h) The Defendants were in a superior position to know the safety profile of Roundup than the Plaintiff and the class members.

35. The Defendants jointly and severally owed a duty of care to the Plaintiff and class members to ensure that Roundup was safe for its intended use. Particulars of the Defendants' negligence include:

- (a) placing Roundup on the market, which they knew or ought to have known, was unreasonably dangerous to those who are exposed to it;
- (b) designing, manufacturing and/or marketing a product that was not reasonably safe and effective in comparison to available alternative products and formulations;
- (c) placing the product on the market when they knew or ought to have known that the potential injury caused by exposure to the product outweighed any benefits;
- (d) marketing a product which was unsafe, not fit for its intended purpose and not of merchantable quality;
- (e) failing to undertake studies and conduct the necessary tests to determine whether Roundup was safe before releasing it to the market;
- (f) failing to adequately disclose the serious injuries associated with Roundup and its active ingredient, glyphosate;

- (g) failing to provide a proper or adequate warning of the risks of use or exposure to Roundup;
- (h) failing to provide adequate instructions, guidelines, and safety precautions about use of Roundup;
- (i) suppressing, concealing, and downplaying evidence about the risks associated with Roundup and its active ingredient glyphosate; and
- (j) such further and other particulars of negligence, details of which are within the knowledge of the Defendants.

Business Practices and Consumer Protection Act

36. The Plaintiff and class members who purchased Roundup in British Columbia for purposes that were primarily personal, family or household are “consumers” within the meaning of s. 1 within the meaning *Business Practices and Consumer Protection Act*, SBC 2004, c. 2, (“*Consumer Protection Act*”).

37. Roundup meets the definition of “goods” in s.1 of the *Consumer Protection Act*. Each Defendant is a “supplier” within the meaning of s.1 the *Consumer Protection Act*. In the course of their business, they supplied, offered, advertised or promoted the sale Roundup in British Columbia. The purchases of Roundup by the Plaintiff and class members were “consumer transactions”.

38. The Defendants’ conduct in their solicitations, offers, advertisements, promotions, sales and supply of Roundup had the capability, tendency or effect of deceiving or misleading consumers regarding the safety of Roundup. In their representations such as the packaging and labelling of Roundup, the Defendants failed to disclose the material fact that Roundup is probably carcinogenic and linked to serious health events such as the development of non-Hodgkin’s lymphoma. The Defendants actively concealed this safety information. The Defendants also failed to provide adequate instructions, guidelines and safety precautions on the packaging and labelling to persons who would use Roundup. By failing to state a material fact and omitting to include any safety warnings or precautions on the product packaging or label, the Defendants’ conduct

constituted deceptive acts and practices within the meaning of s.4 (3)(b)(vi) of the *Consumer Protection Act*.

39. As a result of the Defendants' breaches of the *Consumer Protection Act*, the Plaintiff and class members who purchased the Product within British Columbia are entitled statutory remedies pursuant to s.171 and s.172 of the *Consumer Protection Act*.

Causation and Damages

40. The Defendants' negligence and breach of the *Consumer Protection Act* has resulted in the Plaintiff and the class members suffering, and continuing to suffer, loss and damage. Such loss and damage was foreseeable by the Defendants. Particulars of the loss and damage suffered by the Plaintiff and class members which were caused or materially contributed to by the acts of the Defendants include:

- (a) Personal injury;
- (b) Special damages for medical expenses and out of pocket expenses;
- (c) Loss of both past and prospective income; and
- (d) Cost of future care.

41. The conduct of the Defendants as described above warrants an award of punitive damages. They have conducted themselves in a high-handed, wanton and reckless manner, and without regard to public safety. The Defendants have continued to market Roundup in Canada as safe when they knew or should have known of the health risks associated with the use of Roundup. Particularly egregious is the Defendants' long standing and active campaign to influence and manipulate the science surrounding glyphosate using tactics such as ghostwriting scientific articles and studies. The Defendants have actively attempted to discredit findings from independent authorities such as the IARC.

42. This case raises issues of general deterrence. A punitive damage award in this case is necessary to express society's condemnation of the Defendants' conduct, to advance public safety and to achieve the goal of both specific and general deterrence.

Health Care Cost Recovery

43. The Plaintiff and class members have a claim for the recovery of health care costs incurred by the provincial health ministry on their behalf. The Plaintiff pleads the *Health Care Cost Recovery Act*, S.B.C. 2009, c.27.

Real and Substantial Connection to British Columbia

44. The Plaintiff relies on the *Court Jurisdiction and Proceedings Transfer Act*, S.B.C., 2003, c.28 and pleads there is a real and substantial connection between the claims in this action and the Province of British Columbia on the basis that:

- (a) The Defendants market and sell Roundup in British Columbia;
- (b) The Defendants advertise and promote Roundup in British Columbia;
- (c) The torts were committed in British Columbia; and
- (d) The Plaintiff and class members were exposed to Roundup in British Columbia and sustained consequent damages in British Columbia.

45. Additionally, claims under the *Business Practices and Consumer Protection Act*, SBC 2004, c. 2, are properly brought in the Supreme Court of British Columbia.

ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA

The Plaintiff claims the right to serve this pleading on the Defendants outside British Columbia on the grounds that:

- (a) this action concerns a tort committed in British Columbia pursuant to section 10(g) of the *Court Jurisdiction and Proceeding Transfer Act*, S.B.C. 2003, c.28

(b) this action concerns a business carried on in British Columbia, pursuant to section 10(h) of the *Court Jurisdiction and Proceeding Transfer Act*, S.B.C. 2003, c.28.

Plaintiffs' address for service: **Klein Lawyers LLP**
Suite 400-1385 West 8th Avenue,
Vancouver, BC V6H 3V9

Fax number address for service (if any): 604-874-7180

Place of trial: Vancouver, British Columbia

The address of the registry is: 800 Smithe Street,
Vancouver, BC
V6Z 2E1

Date: August 6, 2019.



Signature of lawyer for the Plaintiff

David A. Klein
Klein Lawyers LLP

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

1. This is action is a proposed class proceeding filed by the Plaintiff on his behalf and on behalf of a class of persons who were exposed to the Defendants' glyphosate-based herbicide, Roundup. Roundup is carcinogenic. The Plaintiff alleges that the Defendants breached the duty of care to the Plaintiff and the class in the designing, testing, manufacturing, marketing, labeling, promoting, distributing, importing, and selling Roundup. The Plaintiff alleges that the Defendants breached the *Consumer Protection Act*. The Plaintiff alleges that the Defendants' breaches resulted in damage and loss to the Plaintiff and the class.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

a motor vehicle accident

medical malpractice

another cause

A dispute concerning:

contaminated sites

construction defects

real property (real estate)

personal property

the provision of goods or services or other general commercial matters

- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

Part 4:

Business Practices and Consumer Protection Act, S.B.C. 2004., c.2

Class Proceedings Act, R.S.B.C. 1996, c. 50

Court Jurisdiction and Proceedings Transfer Act, S.B.C. 2003, c.28

Court Order Interest Act, R.S.B.C. 1996, c. 79

Health Care Cost Recovery Act, S.B.C. 2008, c. 27

Pest Control Products Act, SC 2002, c. 28