

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

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**IN RE GENETICALLY MODIFIED RICE  
LITIGATION**

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This filing relates to the following case:

Texana Rice Mill, Ltd.  
v. Bayer CropScience LP

Case No. 4:07-cv-0416-CDP

**THE BAYER DEFENDANTS' REPLY TO THE PLAINTIFFS' STATEMENT OF  
ADDITIONAL UNDISPUTED FACTS**

Bayer CropScience LP, Bayer CropScience Holding Inc., Bayer CropScience LLC, Bayer CropScience Inc., Bayer Corporation, Bayer BioScience NV, Bayer CopScience AG, Bayer CropScience Holding SA, Bayer AG, and Stoneville Pedigreed Seed Company (the "Bayer Defendants"), submit this reply to the Texana Plaintiffs' Statement of Additional Undisputed Facts.

1. The Bayer Defendants do not dispute that Texana has accurately quoted in part the cited testimony, but do not agree with Texana's additional summary of it. The testimony speaks for itself.

2. The Bayer Defendants do not dispute that Texana has accurately quoted in part the cited testimony, but do not agree with Texana's additional summary of it. The testimony speaks for itself.

3. The Bayer Defendants do not dispute that Texana has accurately quoted in part the cited testimony, but do not agree with Texana's additional summary of it. The testimony speaks for itself.

4. The Bayer Defendants do not fully agree with Texana's summary of the cited testimony, which speaks for itself.

5. The Bayer Defendants do not dispute that Texana has accurately quoted in part the cited testimony, but do not agree with Texana's additional summary of it. The testimony speaks for itself.

6. The Bayer Defendants do not dispute that Texana has accurately quoted in part the cited testimony, but do not agree with Texana's additional summary of it. The testimony speaks for itself.

7. The Bayer Defendants do not agree with Texana's summary of the cited testimony which speaks for itself.

8. Denied. The testimony does not support the statement—the testimony of Randy Read discusses only commercial production, and the testimony of Vic Cannon apparently relates to whether he personally was aware of field-testing of GM rice.

9. The Bayer Defendants do not agree with Texana's summary of the cited testimony which speaks for itself.

10. The Bayer Defendants do not agree with Texana's summary of the cited testimony which speaks for itself.

11. The Bayer Defendants do not agree with Texana's summary of the cited testimony which speaks for itself. The Bayer Defendants dispute that the commingling of GM-rice with conventional rice constitutes property damage.

12. The Bayer Defendants do not agree with Texana's summary of the cited testimony which speaks for itself.

13. The Bayer Defendants do not agree with Texana's summary of the cited document which speaks for itself.

14. The Bayer Defendants do not agree with Texana's summary of the cited document which speaks for itself.

15. The Bayer Defendants do not agree with Texana's summary of the cited testimony which speaks for itself. Furthermore, even if the United States rice industry as a whole is shipping less rice to Europe that is not a ground for allowing Texana to recover its damages when Texana was out of business during these relevant years for lack of capital.

16. The Bayer Defendants do not agree with Texana's summary of the cited testimony which speaks for itself. Furthermore, even if the United States rice industry as a whole is shipping less rice to Europe that is not a ground for allowing Texana to recover its damages when Texana was out of business during these relevant years for lack of capital.

17. The Bayer Defendants do not agree with Texana's summary of the cited testimony which speaks for itself. Furthermore, even if the United States rice industry as a whole is shipping less rice to Europe that is not a ground for allowing Texana to recover its damages when Texana was out of business during these relevant years for lack of capital.

18. The Bayer Defendants do not agree with Texana's summary of the cited testimony which speaks for itself.

19. The Bayer Defendants do not agree with Texana's summary of the cited testimony which speaks for itself.

20. The Bayer Defendants do not agree with Texana's summary of the cited testimony which speaks for itself.

21. The Bayer Defendants do not agree with Texana's summary of the cited document which speaks for itself.

22. The Bayer Defendants do not agree with Texana's summary of the cited documents which speak for themselves.

23. The Bayer Defendants do not agree with Texana's summary of the cited testimony which speaks for itself.

24. Admitted.

25. Denied. The testimony does not support the statement. What Texana calls "alternative financing arrangements" involves telling current creditors that it could not pay them on time and telling them that "they were going to have to help [Texana] get through" the rough spot. Texana Ex. 1, Wenglar Dep. 143:24-144:1, May 5, 2010.

26. Denied. The cited testimony, which speaks for itself, does not show "significant" demand.

Dated: August 2, 2011

Respectfully submitted,

/s/ John M. Hughes

John M. Hughes

William F. Goodman, III  
Joseph J. Stroble  
Elizabeth M. Gates  
**WATKINS & EAGER**  
The Emporium Bldg.  
400 E. Capitol Street, Suite 300  
Post Office Box 650  
Jackson, Mississippi 39205-0650

Mark E. Ferguson  
**BARTLIT BECK HERMAN PALENCHAR &  
SCOTT LLP**  
Courthouse Place  
54 West Hubbard Street, Suite 300  
Chicago, Illinois 60654

Terry Lueckenhoff, #27810MO  
**FOX GALVIN LLC**  
One S. Memorial Drive, 12th Floor  
St. Louis, Missouri 63102

Glen E. Summers  
Lester C. Houtz  
Eric R. Olson  
John M. Hughes  
Jameson R. Jones  
**BARTLIT BECK HERMAN PALENCHAR &  
SCOTT LLP**  
1899 Wynkoop Street, 8th Floor  
Denver, Colorado 80202

***ATTORNEYS FOR THE BAYER DEFENDANTS***

**CERTIFICATE OF SERVICE**

I hereby certify that on August 2, 2011, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all attorneys of record.

/s/ John M. Hughes

John M. Hughes