

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

IN RE GENETICALLY MODIFIED RICE  
LITIGATION

4:06 MD 1811 CDP

This document relates to:

TILDA LTD.

PLAINTIFF

V.

CASE NO. 4:07-CV-01211 CDP

RICELAND FOODS, INC., et al.

DEFENDANTS/COUNTER-  
CLAIM PLAINTIFFS

**NOTICE OF VIDEOTAPED  
DEPOSITION OF TILDA LTD.**

PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, the deposition of Tilda Ltd. will be conducted by Defendant Riceland Foods, Inc. and Producers Rice Mill, Inc. beginning at 8:30 A.M. local time on June 14, 2010 and continuing day-to-day at Kennedy's, 10 Lloyd's Avenue, London, England, EC3N3AX, by stenographic and video means before a Notary Public, or other person authorized to take oaths, and shall continue from day-to-day until completed.

Pursuant to the Deposition Protocol set forth in the Agreed Order Setting Deposition Protocol, entered December 3, 2007, please provide notice of intent to attend the above deposition by contacting Christopher Hohn at [chohn@thompsoncoburn.com](mailto:chohn@thompsoncoburn.com) or (314) 552-6159 with the name and party affiliation of those who plan on attending the deposition at least seven (7) days prior to the deposition. For those participants attending the deposition via telephonic means, the U.S. Call-in Number is 888-839-7340, the International Call-in Number is 719-234-7432, and the Participant Passcode is 314 552 6159.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been served electronically by means of the Court's CM/ECF electronic filing system on June 4, 2010, on all counsel of record.

/s/ Christopher M. Hohn

**I. DEFINITIONS**

1. “Tilda” refers to Tilda Ltd. and all subsidiaries, affiliate entities and current or former officers, directors, agents or employees of Tilda Ltd. in any location whatsoever.

2. “Riceland” refers to Riceland Foods, Inc. and all officers, agents or employees of Riceland Foods, Inc.

3. “Producers Rice Mill” refers to Producers Rice Mill, Inc. and all subsidiaries, affiliate entities and current or former officers, directors, agents or employees of Producers Rice Mill, Inc. in any location whatsoever.

**II. SUBJECT MATTER OF TESTIMONY**

**A. BACKGROUND OF TILDA.**

1. The products sold by Tilda, Tilda’s customers, and Tilda’s markets from 2000 to present.

2. Tilda’s plant, operations, and milling capacity from 2000 to present.

3. Tilda’s financial performance overall and of specific products from 2000-present.

4. Tilda’s participation in industry trade groups, including, but not limited to, FERM and NERMA from 2000-present.

5. Tilda’s knowledge of genetically modified rice being grown in the U.S.

6. Tilda’s knowledge of genetically modified rice in the E.U.

7. All documents related to genetically modified rice in the possession, custody and/or control of Tilda.

8. Tilda's understanding and interpretation of all documents related to genetically modified rice in its possession, custody and/or control.

8. Tilda's attendance of meetings with FERM, NERMA, Bayer, Bayer-related entity, or any other person, partnership, corporation and/or entity regarding genetically modified rice.

9. All facts alleged in Tilda's Complaint, and any subsequent Amended Complaints.

10. Tilda's responses to the written discovery and/or requests for admission served by Riceland.

11. Tilda's responses to the written discovery and/or requests for admission served by Producers Rice Mill.

**B. SOURCES OF U.S. AND OTHER RICE.**

1. The identities of all entities from which Tilda acquired U.S. rice from January 1, 2000 to the present.

2. Documents evidencing Tilda's acquisitions of U.S. rice from January 1, 2000 to the present.

3. The type, quality, price, and transportation costs of all U.S. rice from January 1, 2000 to the present.

4. The type, quality, price, and transportation costs of rice from all sources from January 1, 2000 to the present.

**C. SAMPLING AND TESTING PRACTICES.**

1. Tilda's practices for sampling and testing of U.S. Rice before and/or upon arrival at all EU Ports of Entry from January 1, 2000 to the present, including the following:

- (a) The method of sampling;
- (b) The method of testing;
- (c) The identities of Tilda employees who performed such sampling and testing;
- (d) The identities of any third parties who performed such sampling and testing;
- (e) Tilda's retention of samples taken before and/or upon arrival of U.S. rice at EU Ports of Entry;
- (f) The identities of all suppliers whose rice tested positive for GM as a result of such sampling and testing;
- (g) All documents evidencing such sampling and testing; and,
- (h) All costs associated with such sampling and testing.

2. Tilda's practices for sampling and testing of U.S. rice at any time during the transport of such rice from any EU Ports of Entry to any of Tilda's facilities from January 1, 2000 to the present, including the following:

- (a) The method of sampling;
- (b) The method of testing;
- (c) The identities of Tilda employees who performed such sampling and testing;
- (d) The identities of any third parties who performed such sampling and testing;
- (e) Tilda's retention of samples taken during transport of U.S. rice from any EU Ports of Entry to any of Tilda's facilities; and
- (f) The identities of all suppliers whose rice tested positive for GM as a result of such testing.

3. Tilda's sampling and testing of U.S. rice upon its arrival at any of Tilda's facilities from January 1, 2000 to the present, including the following:

- (a) The method of sampling;
- (b) The method of testing;
- (c) The identities of Tilda employees who performed such sampling and testing;
- (d) The identities of any third parties who performed such sampling and testing;
- (e) Tilda's retention of samples taken during upon its arrival at any of Tilda's facilities; and,
- (f) The identities of all suppliers whose rice tested positive for GM as a result of such testing.

4. Tilda's sampling and testing of U.S. rice at any time after its deposit into Tilda's facilities from January 1, 2000 to the present, but before processing and packaging, including the following:

- (a) The method of sampling;
- (b) The method of testing;

- (c) The identities of Tilda employees who performed such sampling and testing;
- (d) The identities of any third parties who performed such sampling and testing;
- (e) Tilda's retention of samples taken during storage at Tilda's facilities; and,
- (f) The identities of all suppliers whose rice tested positive for GM as a result of such testing.

5. Tilda's sampling and testing of U.S. rice from January 1, 2000 to the present during processing and packaging, including the following:

- (a) The method of sampling;
- (b) The method of testing;
- (c) The identities of Tilda employees who performed such sampling and testing;
- (d) The identities of any third parties who performed such sampling and testing;
- (e) Communications with any third parties who performed such sampling and testing;
- (f) Tilda's retention of samples taken during processing and packaging; and,
- (g) The identities of all suppliers whose rice tested positive for GM as a result of such testing.

6. Information regarding Tilda's sampling and testing of U.S. rice contained in its final products at any time after those products were introduced into any portion of the stream of commerce, including the following:

- (a) The method of sampling;
- (b) The method of testing;
- (c) The identities of Tilda employees who performed such sampling and testing;
- (d) The identities of any third parties who performed such sampling and testing;
- (e) Tilda's retention of samples taken from such final products; and,

- (f) The identities of all suppliers whose rice tested positive for GM as a result of such testing.

7. All tests of rice acquired and/or which Tilda is aware showing a positive result for GM content for any rice obtained from Riceland.

8. All tests of rice acquired and/or which Tilda is aware showing a positive result for GM content for any rice obtained from Producers Rice Mill.

9. All facts relating to samples of rice from any Riceland and/or Producers Rice Mill LASH barge or other shipment, including but not limited to the quantity of the sample(s), whether testing has been performed on the sample(s), the location of the sample(s), the chain of custody for the sample(s) and the circumstances surrounding the storage and handling of the sample(s).

#### **D. TRANSPORTATION PRACTICES.**

1. Tilda's practices in transporting U.S. rice from all EU Ports of Entry to all Tilda facilities from January 1, 2000 to the present, including the following:

- (a) The identities of all Tilda employees who performed such transport;
- (b) The identities of all third parties who performed such transport;
- (c) The means and method of such transport (e.g., by barge, rail, truck, or other method);
- (d) Whether U.S. rice was transferred from LASH barges to other containers at any time at the beginning of, or during transport from, EU Ports of Entry to any of Tilda's facilities;
- (e) Identification of the type(s) of containers, and ownership of other containers to which U.S. rice was transferred at the beginning of, or during transport from, EU Ports of Entry to any of Tilda's facilities;
- (f) The means and methods by which U.S. rice was transferred from LASH barges to other containers at any time at the beginning of, or during transport from, EU Ports of Entry to any of Tilda's facilities, including the type(s) of equipment used for such transfers;
- (g) The costs of Tilda's practices in transporting U.S. rice from all EU Ports of Entry to all of Tilda's facilities;

- (h) All differences, including cost differences, associated with transporting rice from locations other than the U.S. and the U.S. from all EU Ports of Entry to any and all of Tilda's facilities; and,
- (i) Any studies, summaries, or reports on the rice supply chain, including transportation, storage, packaging, or sales.

**E. STORAGE PRACTICES.**

1. Tilda's practices for the storage of U.S. rice at all Tilda facilities from January 1, 2000 to the present, including the following:

- (a) The locations of all Tilda facilities for rice storage;
- (b) The owner(s) of all silos, storage facilities, plants, and any other locations to which Tilda transported U.S. rice from EU ports of delivery;
- (c) Whether such silos, storage facilities, plants and any other locations to which Tilda transported U.S. rice from ports of delivery were used solely for the storage of U.S. rice belonging to Tilda and/or obtained from Riceland and/or Producers Rice Mill.
- (d) The means and methods by which Tilda transferred U.S. rice from shipping containers to Tilda's facilities;
- (e) The type(s) of equipment used to transfer U.S. rice from shipping containers to Tilda facilities;
- (f) The identities of all Tilda employees who performed such transfer;
- (g) The identities of all third parties who performed such transfer;
- (h) The comingling in Tilda facilities of U.S. rice supplied to Tilda by different suppliers;
- (i) The supplier, amount and order number, of each shipment of U.S. rice and the Tilda facility into which each shipment was deposited from January 1, 2000 to the present;
- (j) Costs associated with storage of U.S. rice;

- (k) Differences, including cost differences, associated with storage of rice from locations other than the U.S. and the U.S.; and,
- (l) Identity preservation of rice.

**F. PROCESSING AND PACKAGING PRACTICES.**

1. Tilda's practices for processing and packaging of U.S. rice from January 1, 2000 to the present, including the following:

- (a) The means and methods by which U.S. rice was transported from Tilda's storage facilities to its processing facilities;
- (b) Tilda's processing and packaging methods;
- (c) Tilda's product-tracking procedures or methods; and,
- (d) Alternatives considered by Tilda for processing, packaging, and tracking of U.S. rice from January 1, 2000 to the present.

**G. DISCOVERY OF GM RICE.**

1. Tilda's discovery of GM purportedly contained in U.S. rice at Tilda's facilities and/or in Tilda's products, including the following:

- (a) The date(s) of discovery(ies);
- (b) The plant locations at which the presence of GM was discovered;
- (c) The products in which or on which the presence of GM was discovered;
- (d) The testing process used to verify the presence of GM;
- (e) The identity of the individual(s) and entity(ies) performing the testing;

- (f) Whether Tilda conducted an investigation and/or commissioned others to conduct an investigation into why GM was present in Tilda's facilities and/or products;
- (g) The results of such investigation;
- (h) Whether any other entity has investigated any Tilda facility to inspect for the presence of GM in Tilda product and/or Tilda facilities;
- (i) The results of such investigation;
- (j) Whether Tilda has instigated any other legal actions against entities related to GM rice and/or whether any other entities have instigated legal actions against Tilda related to GM rice, the current status of such legal actions, the parties therein, and the content and interpretation of any pleadings therein.
- (k) Whether Tilda has instigated any informal dispute resolution process (including notice of claim or potential claim) against entities related to GM rice and/or whether any other entities have instigated and informal dispute resolution process (including notice of claim or potential claim) against Tilda related to GM rice, the current status of such legal actions, the parties therein, and the content and interpretation of any pleadings therein.
- (l) The manner in which any and all Tilda facilities are cleaned of rice, rice fat and any other by products of Tilda's operations, the frequency of such cleaning, the dates and time and portions of the facilities so cleaned, and the identity of the persons that performed such cleaning;
- (m) Identification and authentication of any and all testing documentation.

2. Information regarding Tilda's contention that the GM was traceable to rice supplied by Riceland.

3. Information regarding Tilda's contention that the GM was traceable to rice supplied by Producers Rice Mill.

4. Any traceability methodologies and procedures employed by Tilda.

5. Tilda's evidence, if any, that Riceland sold it GM rice.

6. Tilda's evidence, if any, that Producers Rice Mill sold it GM rice.

**H. RECALLS AND LONG GRAIN RICE PURCHASES.**

1. The deliberations and decisions made by Tilda in choosing to recall finished, distributed product.
2. The deliberations and decisions made by Tilda in choosing to stop purchasing U.S. rice after August 2006.
3. The content of any communications with third parties relating to actual and/or potential product recalls.
4. Any estimates of costs associated with actual and/or potential recalls.
5. Actual costs incurred associated with actual and/or potential recalls.
6. All policies and procedures implemented by Tilda with respect to recalling product, including identification and interpretation of any documents evidencing such policies and procedures.
7. The procedure(s) Tilda utilized to preserve the identity of rice allegedly recalled, including batch traceability and Tilda's data processing systems, if any.
8. The manufacturer, capabilities and/or limits of any Tilda identity preservation system.

9. The contents, and Tilda's interpretation of Tilda's contracts with its customers that required rice purchased from Riceland and/or Producers Rice Mill be free of GM material.

**I. DAMAGES.**

1. Causation and amount of Tilda's alleged damages from for GMO testing of U.S. rice supplied by Riceland and/or Producers Rice Mill.

2. Causation and amount of Tilda's alleged damages for lost profits related to U.S. rice supplied by Riceland and/or Producers Rice Mill.

3. Causation and amount of Tilda's alleged damages for loss of business reputation related to U.S. rice supplied by Riceland and/or Producers Rice Mill.

4. Causation and amount of Tilda's alleged damages for loss of value of inventory related to U.S. rice supplied by Riceland and/or Producers Rice Mill.

5. Causation and amount of Tilda's alleged damages for expense for recall campaigns related to U.S. rice supplied by Riceland and/or Producers Rice Mill.

6. Causation and amount of Tilda's alleged damages for any other element and/or type of damage which Tilda has sustained and/or believes that is has sustained related to U.S. rice supplied by Riceland and/or Producers Rice Mill.

7. Causation and amount of Tilda's alleged damages for barge unloading charges related to U.S. rice supplied by Riceland and/or Producers Rice Mill.

8. Causation and amount of Tilda's alleged damages for travel expenses for meetings with Tilda customers related to U.S. rice supplied by Riceland and/or Producers Rice Mill.

9. Causation and amount of Tilda's alleged for packaging write-offs related to U.S. rice supplied by Riceland and/or Producers Rice Mill.

10. Causation and amount of Tilda's alleged damages for packaging re-design related to U.S. rice supplied by Riceland and/or Producers Rice Mill.

11. Causation and amount of Tilda's alleged damages for sourcing Thai rice related to U.S. rice supplied by Riceland and/or Producers Rice Mill.

12. Causation and amount of Tilda's alleged damages for employee time related to U.S. rice supplied by Riceland and/or Producers Rice Mill.

13. Causation and amount of Tilda's alleged damages for third party storage costs related to U.S. rice supplied by Riceland and/or Producers Rice Mill.

14. Causation and amount of Tilda's alleged damages for lost sales from January 1, 2000 to the present related to U.S. rice supplied by Riceland and/or Producers Rice Mill.

**J. COMMUNICATIONS.**

1. Communications, whether written or oral, with any employee or agent of Bayer CropScience LP or other Bayer entity related to Liberty Link rice from January 1, 1998 to the present.

2. Communications, whether written or oral, with any representative of the United States government related to Liberty Link rice from January 1, 1998 to the present.

3. Communications, whether written or oral, with any representative of the European Union, or any member state related to Liberty Link rice from January 1, 1998 to the present.

4. Communications, whether written or oral, with any nongovernmental organization, or NGO, related to Liberty Link rice from January 1, 1998 to the present.

5. Communications, wither written or oral, with any customer or end user related to Liberty Link rice from January 1, 1998 to the present.

6. Communications, whether written or oral, with Riceland regarding Contract No. 2745.

7. Communications, whether written or oral, with Riceland regarding Contract No. 2296.

8. Communications, whether written or oral, with Riceland regarding Contract No. 2674.

9. Communications, whether written or oral, with Riceland regarding Contract No. 2167.

10. Communications, whether written or oral, with Riceland regarding Contract No. 2737.

11. Communications, whether written or oral, with Riceland regarding Contract No. 3098.

12. Communications, whether written or oral, with Riceland regarding Contract No. 3097.

13. Communications, whether written or oral, with Riceland regarding Contract No. 2673.

14. Communication, whether written or oral, with Riceland regarding any contract that Tilda contends Riceland breached in this matter.

15. Communications, whether written or oral, with Riceland regarding LASH barges shipped pursuant to the Riceland contracts set forth in Paragraphs 6-14, above.

16. Communications, whether written or oral, with Producers Rice Mill regarding any Tilda-Producers Rice Mill Contracts that Tilda contends Producers Rice Mill allegedly breached in this matter.

17. Tilda's communications with its customers from 2000 to present relating in any way to Liberty Link rice, Tilda's representations, warranties and/or guarantees that Tilda's rice was GM free, GM testing of U.S. rice, the results of any such testing, Tilda and/or its customers' knowledge and/or notice of the fact that GM-modified rice was being grown or had been grown in the U.S., and the USDA's "No Transgenic Rice" and any similar statements.

18. Tilda's communications with Riceland and/or Producers Rice Mill from 2000 to present relating in any way to Liberty Link rice, Tilda's representations, warranties and/or guarantees that Tilda's rice was GM free, GM testing of U.S. rice, the results of any such testing, Tilda's knowledge and/or notice of the fact that GM-modified rice was being grown or had been grown in the U.S., and the USDA's "No Transgenic Rice" and any similar statements.

19. Tilda's communications with the U.K. Rice Millers' Association from 2000 to present relating in any way to Liberty Link rice, Tilda's representations, warranties and/or guarantees that Tilda's rice was GM free, GM testing of U.S. rice, the results of any such testing, Tilda and/or its customers' knowledge and/or notice of the fact that GM-modified rice was being grown or had been grown in the U.S., and the USDA's "No Transgenic Rice" and any similar statements.

20. Tilda's communications with any European rice miller from 2000 to present relating in any way to Liberty Link rice, European rice millers' representations, warranties and/or guarantees that their rice was GM free, GM testing of U.S. rice, the results of any such testing, European rice millers and/or their customers' knowledge and/or notice of the fact that

GM-modified rice was being grown or had been grown in the U.S., and the USDA's "No Transgenic Rice" and any similar statements.

**K. CONTRACTS FOR LONG GRAIN RICE**

1. Tilda's payment and non-payment for U.S. rice purchased from Riceland in 2006.
2. Tilda's payment and non-payment for U.S. rice purchased from Producers Rice Mill in 2006.
3. Return of rice by Tilda to Riceland and Producers Rice Mill and any reimbursement for rice returns.
4. All terms of sale or contract with Riceland, including but not limited to any contract that Tilda asserts that Riceland has breached and/or for which Tilda seeks damages in this matter, Riceland Contract Nos. 2167, 2296, 2673, 2674, 2737, 2745, 3097, 3098, and Tilda's understanding and/or interpretation thereof.
5. Terms of sale or contract with Producers Rice Mill, including but not limited to any contract that Tilda asserts that Producers Rice Mill has breached and/or for which Tilda seeks damages in this matter, and Tilda's understanding and/or interpretation thereof.
6. Documentation of each sale of U.S. rice from Riceland.
7. Documentation of each sale of U.S. rice from Producers Rice Mill.
8. TRQ applications, certificates, and other TRQ-related documents regarding purchase and sale of U.S. rice.
9. The factual and/or legal bases, if any, for any of Tilda's denials and/or failure to unconditionally admit any of Riceland's Requests for Admission served in this matter.

10. The factual and/or legal bases, if any, for any of Tilda's denials and/or failure to unconditionally admit any of Producers Rice Mill's Requests for Admission served in this matter.

**MISCELLANEOUS.**

1. Tilda's knowledge and understanding of the existence and/ or applicability of the standards of any third-party organization that Tilda contends is or may be applicable in this matter, including, but not limited to those of the U.K. Food Standards Agency.

2. The contents, scope, and applicability of any policy of insurance that provides and/or may provide coverage for any of the losses claimed by Tilda in this matter, and whether Tilda has made a claim under any such policy of insurance.

3. Tilda's knowledge and notice from 2005 to the present that the United States Department of Agriculture issued "No Transgenic Rice" or similar statements.

4. For the period 2000 to present, the results of any attempt made by Tilda to track the growth, in any amount, of Liberty Link and/or other GM-modified rice in the United States.

5. For the period 2000 to present, the results of any attempt made by Tilda to track the growth, in any amount, of Liberty Link and/or other GM-modified rice in the E.U.

6. The identity, content and interpretation of any writing that Tilda contends constitutes a representation, guarantee and/or warranty that Riceland and/or Producers Rice Mill would test any or all of the rice it sold to Tilda for the presence of GM.