

W E I T Z  
&  
L U X E N B E R G  
A P R O F F E S S I O N A L C O R P O R A T I O N  
• L A W O F F I C E S •  
700 BROADWAY • NEW YORK, NY 10003  
TEL. 212-558-5500 FAX 212-344-5461  
[WWW.WEITZLUX.COM](http://WWW.WEITZLUX.COM)

August 29, 2017

VIA EMAIL

John Kalas, Esq.  
Hollingsworth, LLP  
1350 I Street, N.W.  
Washington, DC 20005

Re: *In Re: Roundup Products Liability Litigation*, MDL No. 2741,  
Document Production for Dr. Portier

Dear Mr. Kalas:

As we discussed yesterday, and subject to Plaintiffs' objections served on August 23, 2017, attached are documents responsive to Schedule A attached to the Notice of Deposition for Dr. Christopher Portier.

Very truly yours,



Robin L. Greenwald

Encl.



**Privileged and Confidential  
Attorney Client Privilege  
Attorney Work Product**

**In re Glyphosate/Roundup Litigation**

March 29, 2015

Hunter W. Lundy  
LUNDY, LUNDY SOILEAU & SOUTH, LLP  
501 Broad Street  
Lake Charles, LA 70601  
Email: [hlundy@lundylawllp.com](mailto:hlundy@lundylawllp.com)  
Telephone: 337 439-0707 / Fax: 337 439-1029

Expert Name

Christopher J. Portier, Ph.D.

Email 

Dear Dr. Portier:

This will confirm that Hunter W. Lundy, acting on behalf of the law firms of Lundy, Lundy, Soileau and South, LLP and Weitz & Luxenberg, PC (“Attorneys” or “Firms”), has retained you for the sole purpose of consulting with these Attorneys in connection with anticipated litigation involving claims arising from injury or damage caused, or potentially caused, by exposure to Roundup and/or other herbicides containing Glyphosate (the “Engagement”). The terms of the Engagement are as follows:

1. You are hereby engaged to provide expert consultation and analysis in connection with the cases to be filed (the “Roundup Cases”), relating to, without limitation, any area of expertise that you have or possess pertaining to the question of whether Roundup and/or Glyphosate-containing herbicides can cause adverse biological/physiological health effects in humans; relevant mechanisms of injury; any research or scientific studies that you have conducted or participated in conducting; and any other related issues.

**Privileged and Confidential  
Attorney Client Privilege  
Attorney Work Product**

2. All work conducted in connection with this Engagement as a consulting expert and/or a testifying expert witness pursuant to the direction, authority, and/or funding of the referenced Attorneys, including any reports, drafts, data, notes, work papers, correspondence, or other work documents you may generate or receive in connection with the Roundup Cases shall be considered and treated as confidential work product. All such documents and materials (and any information they contain that is not publicly available data or previously available to you) may be used only for purposes of this Engagement and may not be disclosed to anyone without our written consent in advance. This Engagement does not pertain to nor shall it affect your research and/or scientific studies, and it is expressly understood and acknowledged that we have not, nor will we fund, participate, sponsor or be involved in any of your past, present or future research or scientific studies.
3. In recognition of the confidential nature of this Engagement and subject to the terms of paragraph 2, you agree to not discuss or share any of this work, work product, analysis and/or opinions developed or prepared in connection with this Engagement with anyone else including, but not limited to, media organizations, trade journals, professional publications, members of the public, other purported experts, etc., and to notify us promptly if you receive:
  - a. Any request to reveal information related to this Engagement or to examine, inspect or copy any documents you generate or receive; or
  - b. Any actual or attempted service of a subpoena, summons or order purporting to require the disclosure of any such information or documents; and
  - c. In consequence of such requests, subpoena(s), summons or order to require disclosure, the above-named law firm shall provide whatever legal services that are required to Christopher J. Portier without fee, any resultant out-of-pocket expenses, and payment of hourly rate.

**Privileged and Confidential  
Attorney Client Privilege  
Attorney Work Product**

4. You have assured us that you do not have any conflict of interest which might interfere with your performance of services contemplated by this Engagement, and you agree to avoid any such conflict during the term of this Engagement. More specifically, it is understood that until this matter is resolved (including any appeals), you will not accept any Roundup and/or Glyphosate-related engagement with any law firm that is a party to Roundup and/or Glyphosate-related litigation without our written consent in advance. However, if written consent is requested by Christopher J. Portier regarding another matter outside the specifics of this litigation, such consent shall not be unreasonably withheld. The request shall list the reasons why consent is requested. Should requested consent be withheld by Firms, they shall supply specific written reasons referencing the specific reasons listed in the written consent request. If Expert and Firms cannot agree, a single arbiter agreed upon by both parties shall decide.
5. Your fee for specific consultation, analysis and any requested report(s) shall be \$450.00 (US Dollars) per hour in addition to reimbursement for any out-of-pocket expenses. You shall receive a retainer of \$5,000.00 from which charges shall be drawn. You will send a monthly invoice as necessitated by the requested work which identifies the time spent and services rendered. Upon the depletion of the \$5,000.00 retainer, payment will be made within 30 days from receipt of your invoice. Bills should be issued to the attention of Hunter W. Lundy at Lundy, Lundy, Soileau & South, LLP, 501 Broad Street, Lake Charles, LA 70601.
6. You will be working under the exclusive direction of Hunter W. Lundy, Matthew E. Lundy and Kristie M. Hightower with the law firm of Lundy, Lundy, Soileau & South, LLP, and Robin L. Greenwald with the law firm of Weitz and Luxenberg, PC.
7. Any and all work product created by you or on your behalf in whole or in part during the course of this Engagement, authorized by the Committee, shall be considered a work for hire and the property of the Firms.
8. You or we may terminate this agreement in writing at any time, in which event

**Privileged and Confidential  
Attorney Client Privilege  
Attorney Work Product**

you must stop work and bill only for the work performed up until receipt of the written termination. However, in the event of such termination, the restrictions described in paragraphs 2, 3 and 4 (related to work product generated) above will remain in effect absent a mutual agreement to the contrary. Such mutual agreement shall not be unreasonably withheld.

9. Any controversy, dispute or claim arising out of or relating to this Engagement or breach of this Agreement, shall be decided by a single arbitrator to be mutually selected in a privately administered arbitration to be held in \_\_\_\_\_, using the rules of the American Arbitration Association. The Firms and you expressly consent to personal jurisdiction in the courts of \_\_\_\_\_, and waive any objection thereto.

Please acknowledge that you accept these terms by signing the enclosed copy of this letter and returning it to us.

Sincerely,

LUNDY, LUNDY, SOILEAU & SOUTH, LLP

By: \_\_\_\_\_  
Hunter W. Lundy

Agreed to by:

\_\_\_\_\_  
Christopher J. Portier, Ph.D.

Dated: \_\_\_\_\_

# INVOICE

**Christopher Portier**

Regarding:

**Bill to:**  
 Glyphosate/Roundup Litigation  
 Attn: Hunter W. Lundy  
 LUNDY, LUNDY SOILEAU & SOUTH, LLP  
 501 Broad Street  
 Lake Charles, LA 70601  
 Email: hlundy@lundylawllp.com  
 Telephone: 337 439-0707 / Fax: 337 439-1029

Invoice Date: 10/19/2015  
 Invoice #: 15002

Quantity	Date	Unit	Description	Rate	Amount Due
0.5	6/17/15	hr	Meet with H. Lundy at BIOEM meeting, general issues regarding Glyphosate	\$450.00	\$225.00
1	6/19/15	hr	Meet with H. Lundy and Robin Greenwald in Davis, CA, general issues regarding Glyphosate	\$450.00	\$450.00
2	7/9/15	hr	Background research on glyphosate and AML, cancers in the Ag. Health Study and onset time for NHL	\$450.00	\$900.00
3.5	10/19/15	hr	Reduce value of retainer (balance \$5000.00) by cost this invoice (new balance \$3425.00)	-\$450.00	-\$1575.00
				<b>Total</b>	<b>\$0.00</b>

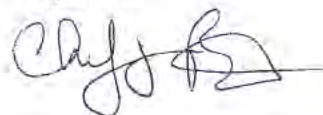
**Reimbursement Information:**

Name: Christopher Portier

[Redacted]

[Redacted]

Signature:



# INVOICE

**Christopher Portier**

Regarding:

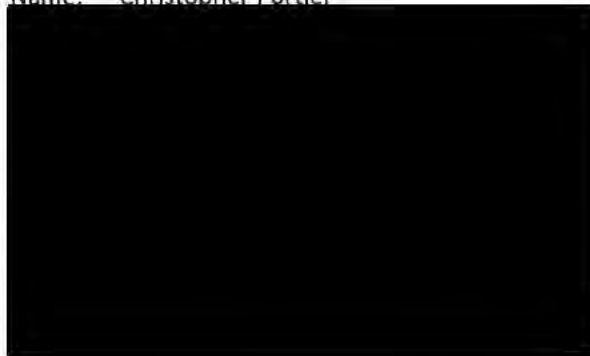
**Bill to:**  
 Glyphosate/Roundup Litigation  
 Attn: Hunter W. Lundy  
 LUNDY, LUNDY SOILEAU & SOUTH, LLP  
 501 Broad Street  
 Lake Charles, LA 70601  
 Email: hlundy@lundylawllp.com  
 Telephone: 337 439-0707 / Fax: 337 439-1029

Invoice Date: 3/29/2016  
 Invoice #: 15003

Quantity	Date	Unit	Description	Rate	Amount Due
2	12/4/15	hr	Phone call followed by research on glyphosate references	\$450.00	\$900.00
3	12/16/15	hr	Meet with Robin Greenwald and staff in NYC RE: Glyphosate	\$450.00	\$1350.00
3	3/11/16	hr	Meet with Hunter Lundy, Kristie Hightower and Rudie Soileau in Lake Charles	\$450.00	\$1350.00
3	3/11/16	hr	Travel to Lake Charles	\$150.00	\$450.00
3	3/11/16	hr	Travel from Lake Charles to New Orleans	\$150.00	\$450.00
			Credit from retainer	\$3425.00	-\$3425.00
<b>Total Invoice</b>					<b>\$1085.00</b>

**Reimbursement Information:**

Name: Christopher Portier



Signature:

# INVOICE

**Christopher Portier**

Regarding:

**Bill to:**

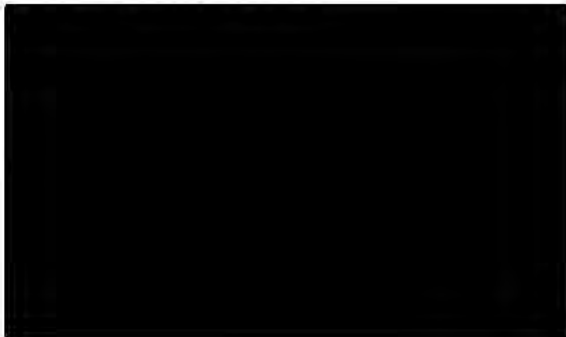
Glyphosate/Roundup Litigation  
 Attn: Hunter W. Lundy  
 LUNDY, LUNDY SOILEAU & SOUTH, LLP  
 501 Broad Street  
 Lake Charles, LA 70601  
 Email: hlundy@lundylawllp.com  
 Telephone: 337 439-0707 / Fax: 337 439-1029

Invoice Date: 6/30/2016  
 Invoice #: 15004

Quantity	Date	Unit	Description	Rate	Amount Due
8	5/12/16	hr	Read and evaluate EPA glyphosate document	\$450.00	\$3600.00
5	5/13/16	hr	Read and evaluate EPA glyphosate document	\$450.00	\$2250.00
4	5/14/16	hr	Read and evaluate EPA glyphosate document	\$450.00	\$1800.00
2	5/15/16	hr	Read and evaluate EPA glyphosate document	\$450.00	\$900.00
				Total Invoice	\$8550.00

**Reimbursement Information:**

Name: Christopher Portier



Signature:





# INVOICE

**Christopher Portier**

Regarding:

**Bill to:**  
 Glyphosate/Roundup Litigation  
 Attn: Robin Greenwald, Esq.  
 Weitz & Luxenberg P.C.  
 700 Broadway, 5th Floor  
 New York, NY. 10003  
 Phone: 212-558-5685  
 Fax: 212-344-5461  
 Email: RGreenwald@weitzlux.com

Invoice Date: 3/7/2017  
 Invoice #: 17002

Quantity	Date	Unit	Description	Rate	Amount Due
17	2/8/17 to 2/26/17	hr	Slide preparation and discussion for "Science Day"	\$450.00	\$7,650.00
6	2/25/17	hr	Travel time to San Francisco	\$100.00	\$600.00
6.5	2/27/17	hr	"Science Day"	\$450.00	\$2,925.00
4	3/2/17	hr	Preparation of expert report	\$450.00	\$1,800.00
6	3/3/17	hr	Meet with legal team	\$450.00	\$2,700.00
5	3/5/17	hr	Travel time to home	\$100.00	\$500.00
1	2/25/17	cost	Taxi from airport to hotel in San Francisco	\$50.00	\$50.00
1	2/25/17	cost	Hotel in San Francisco	\$560.50	\$560.50
1	3/1/17	cost	Taxi to hotel in NYC	\$62.84	\$62.84
1	3/1/17	cost	Hotel in NYC	\$601.40	\$601.40
1	3/5/17	cost	Taxi to airport in NYC	\$66.34	\$66.34
Total Invoice					\$17,516.08

**Reimbursement Information:**

Name: Christopher Portier



Signature:



## Page 2 – Invoice # 17003

Quantity	Date	Units	Description	Rate	Charge
5.5	3/7/17	hr	Drafting of Expert Report	\$450.00	\$2,475.00
6.5	3/8/17	hr	Drafting of Expert Report	\$450.00	\$2,925.00
2	3/9/17	hr	Drafting of Expert Report	\$450.00	\$900.00
4	3/10/17	hr	Drafting of Expert Report	\$450.00	\$1,800.00
6	3/13/17	hr	Drafting of Expert Report	\$450.00	\$2,700.00
8	3/14/17	hr	Drafting of Expert Report	\$450.00	\$3,600.00
7	3/15/17	hr	Drafting of Expert Report	\$450.00	\$3,150.00
8	3/16/17	hr	Drafting of Expert Report	\$450.00	\$3,600.00
6	3/17/17	hr	Drafting of Expert Report	\$450.00	\$2,700.00
4	3/18/17	hr	Drafting of Expert Report	\$450.00	\$1,800.00
8	3/19/17	hr	Drafting of Expert Report	\$450.00	\$3,600.00
9	3/20/17	hr	Drafting of Expert Report	\$450.00	\$4,050.00
9	3/21/17	hr	Drafting of Expert Report	\$450.00	\$4,050.00
9	3/22/17	hr	Drafting of Expert Report	\$450.00	\$4,050.00
8	3/23/17	hr	Drafting of Expert Report	\$450.00	\$3,600.00
8	3/24/17	hr	Drafting of Expert Report	\$450.00	\$3,600.00
3	3/25/17	hr	Drafting of Expert Report	\$450.00	\$1,350.00
8	3/26/17	hr	Drafting of Expert Report	\$450.00	\$3,600.00
8	3/28/17	hr	Drafting of Expert Report	\$450.00	\$3,600.00
8	3/29/17	hr	Drafting of Expert Report	\$450.00	\$3,600.00
8	3/30/17	hr	Drafting of Expert Report	\$450.00	\$3,600.00
8	3/31/17	hr	Drafting of Expert Report	\$450.00	\$3,600.00
2	4/1/17	hr	Drafting of Expert Report	\$450.00	\$900.00
7	4/2/17	hr	Drafting of Expert Report	\$450.00	\$3,150.00
3	4/3/17	hr	Drafting of Expert Report	\$450.00	\$1,350.00
<b>Totals</b>					
163	25 days				\$73,350.00



Page 2 – Invoice # 17003

Quantity	Date	Units	Description	Rate	Charge
2	4/5/17	hr	Q&A	\$450.00	\$900.00
3	4/6/17	hr	Q&A, Work on expert report	\$450.00	\$1,350.00
4	4/7/16	hr	Read parts of various depositions	\$450.00	\$1,800.00
8	4/13/17	hr	Read FIFRA SAP Report, include in Expert Report	\$450.00	\$3,600.00
9	4/18/17	hr	Correct typos to Expert Report, explain certain parts, expand explanations of animal data	\$450.00	\$4,050.00
6	4/23/17	hr	Check all numbers and tables in expert report, clarify text	\$450.00	\$2,700.00
7	4/24/17	hr	Check all numbers and tables in expert report, clarify text	\$450.00	\$3,150.00
4	4/30/17	hr	Edit and refine Expert Report	\$450.00	\$1,800.00
9	5/1/17	hr	Edit and refine Expert Report	\$450.00	\$4,050.00
3	6/5/17	hr	Edit and refine Expert Report	\$450.00	\$1,350.00
4	6/6/17	hr	Edit and refine Expert Report	\$450.00	\$1,800.00
4	6/7/17	hr	Edit and refine Expert Report	\$450.00	\$1,800.00
5	6/8/17	hr	Edit and refine Expert Report	\$450.00	\$2,250.00
2	6/9/17	hr	Edit and refine Expert Report	\$450.00	\$900.00
2	6/13/17	hr	Edit and finalize final Expert Report	\$450.00	\$900.00
<b>Totals</b>					
72	15 days				\$32,400.00

