Supreme Court Backs Monsanto in Fight Against Roundup Warning Claims

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***Monsanto Co. v. Durnell*, No. 24-1068 (June 25, 2026)**

In a much-anticipated decision, the U.S. Supreme Court sided with Monsanto on Thursday in a 7-2 opinion in *Monsanto Co. v. Durnell*, No. 24-1068, holding that the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) expressly preempts state law failure-to-warn claims. The plaintiff in *Durnell* alleged that the Roundup label should have included a cancer warning even though the U.S. Environmental Protection Agency (EPA) does not require such labeling. The decision comes after decades of debate surrounding the safety of glyphosate, an herbicide that serves as the main active ingredient in Monsanto's popular weed killer Roundup. Monsanto has paid billions of dollars in damages and settlements in lawsuits from plaintiffs claiming that Roundup caused their cancers. The *Durnell* decision effectively shields pesticide manufacturers from state tort labeling disputes and strengthens preemption defenses arising under multiple federal statutes.

I. Case Background

Missouri resident John Durnell filed the lawsuit in 2019 after he developed non-Hodgkins lymphoma, a diagnosis he attributed to using Roundup for gardening for approximately 20 years. Durnell asserted a state law failure-to-warn claim, contending that Monsanto should have included a cancer warning on Roundup's label. Since first evaluating the risks of glyphosate-based pesticides more than 50 years ago, the EPA has repeatedly concluded that such products do not require a cancer warning.

Following a nine-day trial, a Missouri jury returned a verdict for Durnell and awarded him more than $1 million in damages. Monsanto moved for judgment notwithstanding the verdict on express preemption grounds. The Missouri trial court denied the motion, and

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the Missouri Court of Appeals affirmed, 707 S.W.3d 828 (2025), reasoning that Missouri's failure-to-warn claims are "fully consistent with" FIFRA's misbranding provisions that require manufacturers to warn of potential dangers.

The U.S. Supreme Court granted certiorari to resolve a split among the lower courts on whether FIFRA's express preemption clause, 7 U.S.C. §136v(b) — which prohibits states from imposing labeling or packaging requirements "in addition to or different from" those required under FIFRA — preempts a state law failure-to-warn claim premised on the absence of a cancer warning from an EPA-approved pesticide label.

II. SCOTUS Backs Monsanto

In a 7-2 decision written by Justice Brett Kavanaugh, the Supreme Court reversed the Missouri Court of Appeals' decision, holding that FIFRA expressly preempts Durnell's state warnings claim because such a claim would obligate Monsanto "to add a cancer warning to Roundup's label" that is not part of the EPA-approved label, running afoul of FIFRA's uniformity requirement. Under §136v(b), states may not impose labeling requirements "in addition to or different from" those required under FIFRA.

According to Justice Kavanaugh, the EPA "undertakes an extensive review of the pesticide and its proposed labeling" and "determine[s] that the proposed label includes all warnings necessary and adequate to protect human health and the environment." Manufacturers are required to use the label approved by the EPA unless the EPA orders or approves a modification.

The Supreme Court drew heavily on *Riegel v. Medtronic, Inc.*, 552 U.S. 312 (2008), observing that the Medical Device Amendments' (MDA) preemption clause is "nearly identical" to FIFRA's. Under *Riegel*, premarket approval by the U.S. Food and Drug Administration (FDA) imposes device-specific federal requirements that preempt state law claims premised on "additional" or "different" safety requirements. The Supreme Court went on to note that its holding extends beyond FIFRA, as "several other federal statutes across a range of industries" contain similar preemption language.

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III. Broader Impact on Product Liability Landscape

Durnell substantially strengthens preemption defenses to failure-to-warn claims involving federally regulated products. Where a federal agency has reviewed and approved a product label without requiring a particular warning, a state law claim seeking to impose that warning may be preempted under statutes with language similar to FIFRA's §136v(b). Significantly, the decision treats the absence of a federally required warning as part of the federal labeling requirement, not merely regulatory silence.

Perhaps the most consequential doctrinal development is the majority's conclusion that individualized agency approval of a product label constitutes a federal "requirement" for preemption purposes. Previously, under *Bates v. Dow Agrosciences*, 544 U.S. 431 (2005), courts debated whether FIFRA's "requirements" were limited to the statute's generally applicable misbranding provisions (which parallel state tort duties) or also encompassed the EPA's product-specific registration decisions. *Durnell* resolves that debate in favor of manufacturers, holding that the registration/label-approval determination is itself a "requirement" under FIFRA.

While the Supreme Court's holding focused on labeling requirements, the implications of the decision extend beyond failure-to-warn claims. The court relied heavily on *Riegel* for holding that state tort duties impose requirements different from or additional to federal requirements. *Riegel* dismissed multiple non-warning claims under the same preemption analysis, including design, manufacturing, and warranty claims.

IV. Tension with *Bates* and the Parallel-Claim Doctrine

Before *Durnell*, the preemption framework reflected a distinction between *Bates* and *Riegel*: general federal oversight usually left room for traditional state law claims, while concrete, product-specific federal requirements more readily displaced state duties that were "different from or in addition to" federal law. *Bates* preserved space for parallel state law claims where federal

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regulation operated at a general level, while *Riegel* recognized robust preemption when FDA premarket approval imposed device-specific requirements.

Durnell moves FIFRA closer to the *Riegel* model by treating the EPA's scientific and label-approval determinations as binding federal requirements. That shift narrows the practical reach of *Bates* and makes it harder for plaintiffs to characterize failure-to-warn claims as merely parallel to federal law when the EPA has approved the label without the warning at issue. For manufacturers, the decision provides a clearer path to preemption and supports a more uniform national labeling regime by limiting state law claims that would impose additional or conflicting warning obligations.

V. Impact on Product Manufacturers Across Industries

Durnell most directly benefits manufacturers facing FIFRA-based failure-to-warn claims, but its reasoning reaches beyond pesticides. For premarket-approved medical devices, the decision reinforces *Riegel* by confirming that product-specific agency approval creates federal requirements that preempt conflicting or additional state law duties. Section 510(k)-cleared devices continue to be governed by *Medtronic v. Lohr*, 518 U.S. 470 (1996), because clearance has been found not to impose comparable device-specific requirements.

The decision has a relatively more narrow effect in pharmaceutical litigation. *Durnell* does not directly alter the framework for branded drugs set by *Wyeth v. Levine*, 555 U.S. 555 (2009), which holds that state failure-to-warn claims are not impliedly preempted because manufacturers can unilaterally strengthen labels under the Changes Being Effected (CBE) regulation. However, manufacturers may argue by analogy that where the FDA has specifically considered and rejected a proposed warning, the reasoning of *Durnell* supports preemption. The "clear evidence" standard from *Merck Sharpe & Dohme v. Albrecht,* 587 U.S. 299 (2019), remains the governing test for implied preemption of branded-drug claims.

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As for generic drugs, manufacturers already enjoy broad preemption under *PLIVA v. Mensing*, 564 U.S. 604 (2011), and *Mutual Pharmaceutical v. Bartlett*, 570 U.S. 472 (2013). *Durnell* does not materially change their position but provides additional doctrinal support for the principle that federal labeling requirements preempt state law obligations.

For motor vehicles, the National Traffic and Motor Vehicle Safety Act (NTMVSA) contains a preemption clause but also a savings clause preserving state common-law claims. So, while the emphasis on "nearly identical" statutory language may invite manufacturers to argue that compliance with the National Highway Traffic Safety Administration's safety standards preempts state law claims, the savings clause presents a significant distinguishing factor. It is thus unlikely that *Durnell* has a material or immediate impact on claims involving the NTMVSA.

In sum, *Durnell* strengthens preemption arguments when an agency has made a product-specific labeling decision and soundly reaffirms *Riegel*'s preemptive force.

Manufacturers and other stakeholders whose products are subject to federal labeling or safety review should carefully assess how *Durnell* may affect their litigation exposure, regulatory strategy, and defense posture. If you have questions about this decision, are facing failure-to-warn claims, or need help evaluating whether federal preemption may apply to your products, please contact the authors or any attorney with FBT Gibbons' Product, Tort & Insurance Litigation practice for further guidance and assistance.

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