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ANTECH DIAGNOSTICS, INC. and CHRISTIAN LEUTENEGGER

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

ANTECH DIAGNOSTICS, INC. and
CHRISTIAN LEUTENEGGER,

Plaintiffs,

v.

IDEXX LABORATORIES, INC.,

Defendant.

Case No.

COMPLAINT FOR DECLARATORY RELIEF

1 Plaintiffs Antech Diagnostics, Inc. (“Antech”) and Christian Leutenegger (“Dr. Leutenegger”)
2 (collectively, “Plaintiffs”), for their Complaint against Defendant IDEXX Laboratories, Inc. (“IDEXX”),
3 allege as follows:

4 **PRELIMINARY STATEMENT**

5 1. Plaintiffs Antech Diagnostics (“Antech”) and Dr. Christian Leutenegger bring this case to
6 protect Dr. Leutenegger’s right to earn a living in his field.

7 2. Dr. Leutenegger has spent the entirety of his career—over twenty-five years—as a
8 veterinary scientist specializing in molecular diagnostics, and specifically in the use and development of
9 quantitative polymerase chain reaction tests, also known as “qPCR” or “real-time PCR.” The primary
10 use of a qPCR test in veterinary medicine is to detect and measure the presence of infectious pathogens
11 in animals. qPCR tests can also be used to identify other information, for example, animal parentage or
12 the presence of genes that can cause heritable diseases. Today, qPCR tests are commonplace in
13 veterinary science.

14 3. Dr. Leutenegger helped pioneer the use of qPCR tests for diagnostic purposes in
15 veterinary medicine. His doctoral research—performed in the 1990s—involved the earliest versions of
16 qPCR tests for Feline Immunodeficiency Virus (FIV). After receiving his PhD in 1998, Dr. Leutenegger
17 joined University of California, Davis School of Veterinary Medicine for his postdoctoral work. By the
18 end of 1999, he helped create the Real-Time PCR Research and Diagnostics Core Facility. Over the next
19 nearly seven years, he designed and validated more than 1,500 qPCR tests for research and diagnostic
20 applications. He then joined Defendant IDEXX Laboratories (“IDEXX”) in West Sacramento,
21 California, where he continued his work designing and validating qPCR tests for veterinary use. After 13
22 years at IDEXX, Dr. Leutenegger resigned in 2019 and joined Antech in Fountain Valley, California.

23 4. It is this last career move that IDEXX now tries to obstruct. After learning of Dr.
24 Leutenegger’s employment at Antech, IDEXX sent a series of letters threatening litigation against both
25 Plaintiffs for alleged misappropriation of trade secrets and against Dr. Leutenegger for breach of
26 contract. But IDEXX has no basis to do so.

27 5. IDEXX’s threats boil down to the fact that Antech launched a new qPCR panel for
28 ringworm—the FastPanel® Ringworm PCR—in September 2020, after Dr. Leutenegger came on board.

1 IDEXX points to the release of the FastPanel[®] Ringworm PCR to insinuate that Antech and/or Dr.
2 Leutenegger may have misappropriated its trade secret information. But IDEXX's letters fail to identify
3 with any specificity any confidential material Dr. Leutenegger supposedly took or used. Instead,
4 IDEXX's letters identify as "trade secrets" standardized and public aspects of the qPCR process that are
5 routinely used in the field of veterinary science and cite to materials that IDEXX itself published in an
6 academic journal.

7 6. Both Dr. Leutenegger and Antech repeatedly assured IDEXX that Dr. Leutenegger has not
8 disclosed any proprietary information, and that both Plaintiffs implemented additional safeguards to
9 protect against even inadvertent disclosure. But IDEXX continues to insist, without basis, that Dr.
10 Leutenegger either has misappropriated or will misappropriate trade secrets simply by virtue of his
11 employment at Antech.

12 7. IDEXX also threatens to pursue breach of contract claims against Dr. Leutenegger,
13 asserting that Dr. Leutenegger's employment at Antech violates the non-competition and non-disclosure
14 clauses in his employment contract with IDEXX. But IDEXX's efforts to enforce the non-competition
15 clause contravene California law, which staunchly protects an employee's right to mobility. California's
16 policy against employee non-competition clauses must apply to any claim brought by IDEXX against Dr.
17 Leutenegger: Dr. Leutenegger has worked in California—and only California—since 1999. Indeed,
18 IDEXX itself employed Dr. Leutenegger along with numerous other employees in California at an
19 IDEXX laboratory in West Sacramento for thirteen years. And any claim of breach of the non-disclosure
20 clause fails for the same reason as does IDEXX's trade secret claim: Dr. Leutenegger has not disclosed
21 or used any IDEXX confidential information in his role at Antech, and the information IDEXX takes
22 issue with in its letters is and has been public.

23 8. California law does not allow IDEXX to use threatened litigation as a sword to bar Dr.
24 Leutenegger—a former and current California employee—from earning a living in his field of expertise.
25 Dr. Leutenegger has spent his entire career in the field of veterinary diagnostics. Long before he began
26 his work with IDEXX, he developed thousands of qPCR tests at the University of Zurich and the
27 University of California, Davis, advancing the field from his role at one of the most prominent and
28 prestigious veterinary programs in the country. He now seeks to continue his life's work at Antech—and

1 Antech seeks to continue its business operations—without the specter of litigation.

2 9. Plaintiffs thus file this lawsuit to clarify their rights. Plaintiffs seek a declaration that Dr.
3 Leutenegger and Antech have not misappropriated or threatened misappropriation of any trade secrets
4 under either the federal Defend Trade Secrets Act (“DTSA”) or the California Uniform Trade Secrets Act
5 (“CUTSA”). Dr. Leutenegger further seeks a declaration that the non-competition clause in his
6 employment contract with IDEXX is unenforceable, and that the non-disclosure clause in his
7 employment contract with IDEXX has not been breached.

8 THE PARTIES

9 10. Plaintiff Antech Diagnostics, Inc. is a subsidiary of VCA, Inc. Antech is a corporation
10 organized and existing under the laws of the State of California, having its principal place of business at
11 17620 Mount Hermann St., Fountain Valley, CA 92708. Antech has been a leader in veterinary
12 diagnostics in the United States and Canada for nearly thirty years.

13 11. Plaintiff Dr. Christian Leutenegger is a resident of California. He has continuously lived
14 and worked as a veterinary scientist in California since 1999.

15 12. Upon information and belief, Defendant IDEXX is a corporation incorporated in
16 Delaware with a principal place of business at One IDEXX Drive, Westbrook, ME 04092. IDEXX
17 employed Dr. Leutenegger from 2006 until March 2019 at its laboratory at 2825 Kovr Dr., West
18 Sacramento, CA 95605. Upon information and belief, IDEXX employs approximately 250 veterinarians
19 and technicians at its West Sacramento laboratory, which is the only laboratory in which IDEXX
20 performs qPCR testing.

21 NATURE OF THE ACTION

22 13. This is an action for declaratory judgment pursuant to 28 U.S.C. § 2201 regarding trade
23 secret disputes arising from Dr. Leutenegger’s employment with Defendant IDEXX followed by his
24 subsequent employment with Plaintiff Antech, and contract disputes arising from non-competition and
25 non-disclosure clauses signed by Dr. Leutenegger as a condition of his employment with Defendant
26 IDEXX.

27 ///

28 ///

JURISDICTION, VENUE & INTRADISTRICT ASSIGNMENT

14. This Court has subject matter jurisdiction over Antech's claims for declaratory relief relating to IDEXX's federal trade secret claims pursuant to 18 U.S.C. § 1836, *et seq.*, 28 U.S.C. § 1331, and 28 U.S.C. § 2201. This Court has supplemental jurisdiction over Antech's claims for declaratory relief relating to IDEXX's state law claims as detailed in this Complaint pursuant to 28 U.S.C. § 1367.

15. A substantial part of the events or omissions giving rise to the claims alleged in this Complaint occurred in this Judicial District. Dr. Leutenegger has resided in California both before and throughout his employment with IDEXX and Antech. The contract and trade secret claims arise from Dr. Leutenegger's employment with IDEXX in West Sacramento, California. Upon information and belief, IDEXX employed approximately 250 employees at its reference laboratory in West Sacramento throughout the time it employed Dr. Leutenegger there. Upon information and belief, IDEXX has operated that laboratory in West Sacramento since at least 2006, and continues to do so to this day. The technology IDEXX contends is confidential and proprietary was developed at that facility, and upon information and belief is still used and kept at that facility. The Court has personal jurisdiction over IDEXX, and IDEXX resides in this District for venue purposes pursuant to 28 U.S.C. § 1391(c)(2). Venue lies in the United States District Court for the Eastern District of California pursuant to 28 U.S.C. § 1391(b)(1)–(2).

16. A substantial part of the events giving rise to the claims alleged in this Complaint occurred in the City and County of Sacramento. For purposes of intradistrict assignment under Civil Local Rule 120 and Appendix A, this Intellectual Property Rights action will be assigned on a district-wide basis.

STATEMENT OF FACTS**A. Dr. Leutenegger's work at Antech builds on his lengthy career in the field of veterinary molecular diagnostics.**

17. The mere fact that Dr. Leutenegger now develops real-time PCR tests for Antech does not constitute evidence of misappropriation of IDEXX's proprietary information. Rather, Dr. Leutenegger has worked in the research and design of qPCR tests for nearly as long as they have been in existence, and he began his work relating to ringworm qPCR tests well before he joined IDEXX.

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