

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

MONSANTO COMPANY ,)	
)	
Plaintiff,)	INJUNCTIVE RELIEF REQUESTED
)	
v.)	Cause No.
)	
DR. WARREN KRUGER,)	
Serve: 1133 Nooningtreet Drive)	
Chesterfield, MO 63017)	
)	
Defendant.)	

VERIFIED COMPLAINT

COMES NOW Plaintiff Monsanto Company (“Monsanto”) and for its causes of action against Defendant Dr. Warren Kruger, alleges and states as follows:

INTRODUCTION AND SUMMARY

1. In this Verified Complaint, Plaintiff seeks, inter alia, temporary, preliminary, and permanent injunctive relief to protect Plaintiff’s trade secrets from disclosure, and enforce promises made by Defendant Dr. Warren Kruger in an Employment Agreement (the “Monsanto Employment Agreement”) executed by Defendant. In the Monsanto Employment Agreement, Dr. Kruger acknowledged that he would, through his employment with Plaintiff, learn significant confidential information regarding its advanced agricultural business. He agreed to keep such trade secret information confidential. Dr. Kruger further agreed that, if Plaintiff elected to continue to pay him after he left its employment, he would not, for a period of one year, engage in or contribute his knowledge to any work or activity involving any product competitive with or similar to a product that he worked on with Plaintiff or concerning which he had access to

confidential information during his last five years of employment. Dr. Kruger recently notified Plaintiff that he was resigning from his employment as Monsanto's Head of Precision Genomics to accept employment as the Head North American Field Crops Seeds Development for one of Plaintiff's largest competitors, Syngenta, Inc. ("Syngenta"), a company wholly owned by an entity owned by the Chinese government. Notably, on June 26, 2020, Dr. Kruger had specifically denied to Monsanto that he was considering leaving its employment to go to Syngenta. But on July 27, 2020, after having just completed a two-plus week vacation, Dr. Kruger notified Monsanto that he was resigning effective that same date to join Syngenta. Monsanto concurrently learned that the Syngenta employment was scheduled to start just a week later, on August 3, 2020. Plaintiff subsequently notified Dr. Kruger that his employment with Syngenta would place him in direct violation of the promises made in the Monsanto Employment Agreement, thereby causing it irreparable harm. As shown below, Plaintiff is entitled to specific performance of Dr. Kruger's promises in the Monsanto Employment Agreement as well as the other relief specified herein. As noted, Plaintiff is so concerned about the irreparable harm that Dr. Kruger would cause by breaching his promises to it that it will continue to pay him during the one-year non-competition period, as specified in the Monsanto Employment Agreement.

PARTIES, JURISDICTION, AND VENUE

2. Monsanto is a corporation duly formed and existing under the laws of the State of Delaware with its principal place of business in St. Louis County, State of Missouri, within this judicial district.

3. Defendant Dr. Warren Kruger is a citizen of the State of Missouri and resides in Chesterfield, Missouri. Until recently, Defendant was employed by Plaintiff as Monsanto's Head of Precision Genomics in Chesterfield, Missouri.

4. This Court has original jurisdiction over this action by virtue of 28 U.S.C. § 1331 as this cause of action arises under the Defend Trade Secrets Act, 18 U.S.C. §§ 1831, et seq. The District Courts of the United States have original jurisdiction over civil actions brought under the Defend Trade Secrets Act pursuant to 18 U.S.C. § 1836(c).

5. This Court has supplemental jurisdiction over claims arising under state law pursuant to 28 U.S.C. § 1367(a), as the claims at issue are so closely related that they form part of the same case or controversy.

6. Defendant is subject to personal jurisdiction in this Court by virtue of, among other things, being a citizen and resident of Missouri, doing business in Missouri, and working for Monsanto in Missouri during the time period in which he learned the trade secrets at issue in this litigation.

7. Venue is proper in this Court under 28 U.S.C. § 1391(b)(1) as Defendant resides in Chesterfield, Missouri, in this District, and the acts and omissions giving rise to this litigation occurred in St. Louis County, Missouri.

FACTS COMMON TO ALL COUNTS

Plaintiff's Business

8. Plaintiff is in the business of researching, developing, testing, registering, manufacturing, marketing, and selling advanced agricultural products worldwide. Monsanto develops and sells, for example, conventional and genetically modified hybrids and varieties of

corn, soybeans, cotton, canola, oilseed rape, wheat, and vegetable seeds, as well as crop protection (chemicals) and biologic (substances containing or derived from natural materials farmers can use to protect crops and/or increase yield) products. These seeds and other seed-related products provide additional yield and yield protection and are designed to grow in specific soil and environmental conditions, often with specific useful traits that improve yield and assist the crop to be resistant to herbicides, insects, diseases, droughts, and other conditions.

9. Plaintiff is constantly researching and developing new and improved products in all of these areas. Plaintiff is recognized as the industry leader in the development and sale of advanced agricultural products. However, the industry is highly competitive.

10. Monsanto has developed a competitive advantage in this industry by devoting millions of dollars towards research and development efforts and analyzing data from millions of prior tests and actual grower data collected over a period of more than 20 years. Plaintiff has proprietary scientifically-derived algorithms that allow it to successfully predict which potential products are most likely to be successful, as well as biotechnology-driven processes that allow it to develop better products than its competitors more quickly and at a lower cost.

11. One of Plaintiff's largest competitors is Syngenta. Like Plaintiff, Syngenta develops, produces, registers, manufactures, markets, and sells advanced seeds, crop protection, biologic, and digital agricultural products on six continents.

12. Plaintiff competes globally with Syngenta not only to have superior products, intellectual property, and trade secrets, but also in a "first to market" manner, attempting to develop, test, and obtain necessary approvals for new products in the fastest, most responsible manner. Whichever company is first in the market can gain a tremendous competitive advantage.

Even a matter of a few months can be critical to the success or failure of a product. Knowing a competitor's undisclosed strengths, weaknesses, priorities, or proposed initiatives and where it stands in the race to bring new products and services to market around the globe would be invaluable.

Plaintiff's Trade Secrets

13. In connection with its business, Plaintiff has developed numerous Trade Secrets, including but not limited to detailed scientific and business information relating to seed breeding, genetic modifications of seeds, integration of genetic modifications into elite germplasm, seed testing strategies and data, technical information, the performance of certain current and future products, strategies for obtaining regulatory approvals, seed production, and digital agricultural models (collectively, the "Trade Secrets"). Plaintiff has specifically developed Trade Secrets for all six continents on which its products and services are sold.

14. The Trade Secrets give Plaintiff a significant competitive advantage not enjoyed by other companies, such as Syngenta, that are not in possession of said Trade Secrets, and enable Plaintiff to more quickly develop and sell products that perform better than those of its competitors.

15. Plaintiff's Trade Secrets are not generally known to, or readily ascertainable through proper means, by individuals outside of Plaintiff.

16. Plaintiff has invested considerable time, effort, and expense in developing the Trade Secrets. Plaintiff spends an average of over \$3 million per day on such developments.

17. Plaintiff has used, and continues to use, reasonable and diligent efforts to maintain and protect its Trade Secrets, including requiring all persons with access to Trade Secrets to

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