

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

ADM EDIBLE BEAN SPECIALTIES, INC., Plaintiff, v. AMERICAN BEAN LLC, Defendant.	Case No: 23-cv-1096 (JMB/LIB) FIRST AMENDED COMPLAINT JURY TRIAL DEMANDED
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Plaintiff ADM Edible Bean Specialties, Inc. (“ADM EBS”), by and through its undersigned counsel, brings the instant action against Defendant American Bean LLC (“American Bean”) for patent infringement, Plant Variety Protection Act (“PVPA”) infringement, violation of the Lanham Act, breach of contract, unjust enrichment, conversion, and unfair competition. In support of its claims, ADM EBS states and alleges as follows:

THE PARTIES

1. ADM EBS is, and at all relevant times was, a company organized under the laws of Michigan, with its principal place of business in Illinois. ADM EBS is a wholly owned subsidiary of Archer-Daniels-Midland Company (“ADM”). ADM is, and at all relevant times was, a company organized under the laws of the State of Delaware with its principal place of business in Illinois. ADM EBS is authorized to do and is doing business in the State of Minnesota and in this judicial district.

2. American Bean is, and at all relevant times was, a Limited Liability Company doing business in the State of Minnesota and in this judicial district.

JURISDICTION AND VENUE

3. Subject matter jurisdiction is conferred upon this Court pursuant to 28 U.S.C. § 1331, in that one or more of ADM EBS's claims arise under the laws of the United States, as well as 28 U.S.C. § 1333, granting district courts original jurisdiction over any civil action regarding patents and 28 U.S.C. § 1338(a), granting district courts original jurisdiction over any civil action regarding the Plant Variety Protection Act. Additionally, this Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over all of ADM EBS's non-federal question claims, such that they form part of the same case or controversy.

4. This Court may properly exercise personal jurisdiction over American Bean pursuant to Fed. R. Civ. P. 4(e) and Minn. Stat. § 543.19, because American Bean owns real property, transacts business, and committed acts causing injury in the State of Minnesota.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1400(b), in that American Bean has committed acts of infringement in this judicial district and has regular and established places of business in this judicial district located at 14221 303rd Avenue Northwest, Angus, MN 56752 and 105 Oak Street, Oslo, MN 56744.

THE FACTS

6. ADM EBS produces and sells high-quality, genetically pure, virtually disease-free, dry edible bean seed that is produced in the ideal climate of the Western United States and meets rigorous quality assurance standards.

7. American Bean sells dry edible bean seed to growers for planting. Growers then sell their harvested beans back to American Bean who, in turn, resells the harvested beans to buyers for resale for human consumption.

8. ADM EBS sold, and continues to sell, various varieties of edible bean seed, described further below, to American Bean, all of which are patented, protected by the PVPA, or both.

9. After the investment of substantial time, expense, and expertise, five edible bean seed varieties were developed that are protected under patents issued by the United States Patent Office and owned by ADM EBS.

10. The United States issued and assigned Patent Number 11,000,005 (“the ’005 Patent”), entitled Edible Bean Line <11278> (Cowboy) on May 11, 2021, to inventor Matthew Shellenberger. ADM Edible Bean Specialties, Inc. owns by assignment the entire right, title, and interest in and to the ’005 Patent. A true and correct copy of the ’005 Patent is attached as **Exhibit A**.

11. The ’005 Patent issued from U.S. Application No. 14/473,867 (“the ’867 Application”) and claims priority to U.S. Application No. 62/315,908 filed on March 31, 2016. On October 5, 2017, the ’867 Application published as U.S. Publication No. 2017/0280664 (“the ’664 Published Application”).

12. The invention as claimed in the '005 Patent is substantially identical to the invention as claimed in the '664 Published Application.

13. The United States issued and assigned Patent Number 9,775,312 (“the '312 Patent”), entitled Edible Bean Line <12324-1> (Radiant) on October 3, 2017 to inventor Matthew Shellenberger. ADM Edible Bean Specialties, Inc. owns by assignment the entire right, title, and interest in the '312 Patent. A true and correct copy of the '312 Patent is attached as **Exhibit B**.

14. The '312 Patent issued from U.S. Application No. 15/016,441 (“the '441 Application”) filed February 5, 2016. On August 10, 2017, the '441 Application published as U.S. Publication No. 2017/0223917 (“the '917 Published Application”).

15. The invention as claimed in the '312 Patent is substantially identical to the invention as claimed in the '917 Published Application.

16. The United States issued and assigned Patent Number 9,532,523 (“the '523 Patent”), entitled Edible Bean Line <11258> (Vibrant) on January 3, 2017 to inventor Ron Shellenberger. ADM Edible Bean Specialties, Inc. owns by assignment the entire right, title, and interest in and to the '523 Patent. A true and correct copy of the '523 Patent is attached as **Exhibit C**.

17. The '523 Patent issued from U.S. Application No. 14/252,926 (“the '926 Application”) filed April 15, 2014. On October 15, 2015, the '926 Application published as U.S. Publication No. 2015/0289467 (“the '467 Published Application”).

18. The invention as claimed in the '523 Patent is substantially identical to the invention as claimed in the '467 Published Application.

19. The United States issued and assigned Patent Number 11,778,975 (“the ’975 Patent”), entitled Edible Bean Line <14451> (Lumen) on October 10, 2023 to inventor Matthew Shellenberger. ADM Edible Bean Specialties, Inc. owns by assignment the entire right, title, and interest in the ’975 Patent. A true and correct copy of the ’975 Patent is attached as **Exhibit D**.

20. The ’975 Patent issued from U.S. Patent Application No. 16/785540 (“the ’540 Application”) filed February 7, 2020. On August 13, 2020, the ’540 Application published as U.S. Publication No. US 2020/0253149 (“the ’149 Published Application”).

21. The invention as claimed in the ’975 Patent is substantially identical to the invention as claimed in the ’149 Published Application.

22. The United States issued and assigned Patent Number 11,771,047 (“the ’047 Patent”), entitled Edible Bean Line <14455> (Gleam) on October 3, 2023, to inventor Matthew Shellenberger. ADM Edible Bean Specialties, Inc. owns by assignment the entire right, title, and interest in the ’047 Patent. A true and correct copy of the ’047 Patent is attached as **Exhibit E**.

23. The ’047 Patent issued from U.S. Patent Application No. 16/785538 (“the ’538 Application”) filed on February 7, 2020. On August 13, 2020, the ’538 Application published as U.S. Publication No. US 2020/0253148 (“the ’148 Published Application”).

24. The invention as claimed in the ’047 Patent is substantially identical to the invention as claimed in the ’148 Published Application.

25. ADM EBS provided notice of its patents both in its Sales Contracts and on the seed tags on its bean seed bags, and notice that the seed’s sole purpose is producing a

crop in one season and that the produced crop was to be sold for purposes other than replanting:

By purchase of the seed in this bag, buyer agrees that the seed is patent pending and/or patented and is purchasing the seed for the sole purpose of producing a crop in one season and the crop is to be sold for purposes other than replanting.

26. ADM EBS and American Bean (collectively “the Parties”) entered into Sales Contracts (“Agreements”) for at least the 2018, 2019, 2020, 2021, and 2022 growing seasons whereby ADM EBS agreed to sell, and American Bean agreed to purchase, ADM EBS’s patented and/or PVPA protected edible bean seed.

27. Under these Agreements, American Bean agreed that all rights to make, produce, or sell seed products derived from ADM EBS patented variety seed reside solely with ADM EBS. American Bean also agreed that the sole purpose of the ADM EBS patented variety seed it was purchasing was to produce a crop that was then to be sold for purposes other than reproduction. American Bean further agreed it was strictly prohibited from saving or selling, for seed purposes, any products from any patented variety seed.

28. Under these Agreements, American Bean further agreed that it would not (1) reproduce, plant, or grow, in any manner, any patented seed for reproductive or seed purposes; or (2) resell or supply any of the ADM EBS patented varieties (seed or produced crop) to any other person or entity for reproductive purposes.

29. Under these Agreements, American Bean also agreed it would notify any growers purchasing ADM EBS’s patented seed that the patented seed contains genetics developed, licensed or owned by ADM EBS, and that all rights to make, produce, or sell

seed products for reproductive purposes derived from the patented seed resides solely with ADM EBS.

30. For example, the relevant portion of the contract provides:

SALES CONTRACT CONFIRMATION

Contract made between ADM Edible Bean Specialties Inc, hereinafter called the Seller and the party named below, hereinafter called the Buyer. ADM Edible Bean Specialties Inc (Seller), hereby agrees to sell and deliver, and Buyer hereby agrees to purchase and accept the goods and merchandise hereinafter described on the terms and conditions shown on both sides of this contract.

The COWBOY (11278) bean seed sold under this contract contains genetics developed, licensed or owned by Seller. All rights to make, produce or sell seed products derived from this COWBOY (11278) bean seed reside solely with Seller. By purchase of this COWBOY (11278) bean seed, Buyer acknowledges this ownership and agrees to the following conditions:

Buyer acknowledges that COWBOY (11278) is patent pending and is purchasing the COWBOY (11278) bean seed for the sole purpose of re-selling the COWBOY (11278) bean seed.

Buyer will not reproduce, plant, or grow, in any manner, any COWBOY (11278) bean seed for reproductive or seed purposes. Buyer further agrees not to alter, or permit the alteration of, the COWBOY (11278) bean seed through genetic engineering, conventional breeding activities or any other techniques.

Buyer further agrees to have any grower buying the COWBOY (11278) bean seed acknowledge the following:

The COWBOY (11278) bean seed sold under this contract contains genetics developed, licensed or owned by Seller. All rights to make, produce or sell seed products for reproductive purposes derived from this COWBOY (11278) bean seed reside solely with Seller. By purchase of this COWBOY (11278) bean seed, buyer acknowledges this ownership and agrees to the following conditions:

Buyer acknowledges that COWBOY (11278) is patent pending and is purchasing the COWBOY (11278) bean seed in this bag for the sole purpose of producing a crop. The crop is to be sold for other than reproductive purposes.

Buyer will not resell or supply any of the COWBOY (11278) bean seed in this bag or any of the COWBOY (11278) bean seed of the crop to any other person or entity for reproductive purposes. Furthermore, Buyer is strictly prohibited from saving or selling, for seed purposes, any products from this COWBOY (11278) bean seed. Buyer further agrees not to alter, or permit the alteration of the COWBOY (11278) bean seed through either genetic engineering, conventional breeding activities or any other techniques.

31. Similarly, after the investment of substantial time, expense, and expertise, nine edible bean seed varieties were developed that are protected by Certificates of Plant Variety Protection, duly and legally issued by the United States, and owned by ADM EBS. Additionally, a certificate is pending for ADM EBS's pinto bean variety Lumen.

32. The United States issued Certificate of Plant Variety Protection No. 201400412 ("the '412 PVP Certificate") on September 29, 2015 for black bean variety Black Cat, which is assigned to ADM Edible Bean Specialties, Inc. A true and correct copy of the '412 PVP Certificate is attached as **Exhibit F**.

33. The United States issued Certificate of Plant Variety Protection No. 200500219 ("the '219 PVP Certificate") on March 6, 2006 for pinto bean variety La Paz, which is assigned to ADM Edible Bean Specialties, Inc. A true and correct copy of the '219 PVP Certificate is attached as **Exhibit G**.

34. The United States issued Certificate of Plant Variety Protection No. 201300355 ("the '355 PVP Certificate") on December 19, 2013 for pinto bean variety

Santa Cruz, which is assigned to ADM Edible Bean Specialties, Inc. A true and correct copy of the '355 PVP Certificate is attached as **Exhibit H**.

35. The United States issued Certificate of Plant Variety Protection No. 201400413 ("the '413 PVP Certificate") on September 29, 2015 for pinto bean variety Vibrant, which is assigned to ADM Edible Bean Specialties, Inc. A true and correct copy of the '413 PVP Certificate is attached as **Exhibit I**.

36. The United States issued Certificate of Plant Variety Protection No. 201300354 ("the '354 PVP Certificate") on September 30, 2016 for pinto bean variety Monterrey, which is assigned to ADM Edible Bean Specialties, Inc. A true and correct copy of the '354 PVP Certificate is attached as **Exhibit J**.

37. The United States issued Certificate of Plant Variety Protection No. 201600321 ("the '321 PVP Certificate") to ADM Edible Bean Specialties, Inc. on November 28, 2016 for pinto bean variety Cowboy. A true and correct copy of the '321 PVP Certificate is attached as **Exhibit K**.

38. The United States issued Certificate of Plant Variety Protection No. 201600322 ("the '322 PVP Certificate") to ADM Edible Bean Specialties, Inc. on November 28, 2016 for pinto bean variety Radiant. A true and correct copy of the '322 PVP Certificate is attached as **Exhibit L**.

39. The United States issued Certificate of Plant Variety Protection No. 201600323 ("the '323 PVP Certificate") to ADM Edible Bean Specialties, Inc. on November 28, 2016 for pinto bean variety Torreon. A true and correct copy of the '323 PVP Certificate is attached as **Exhibit M**.

40. The United States issued Certificate of Plant Variety Protection No. 202100225 (“the ’225 PVP Certificate”) on February 16, 2023 for pinto bean variety Gleam, which is assigned to ADM Edible Bean Specialties, Inc. A true and correct copy of the ’225 PVP Certificate is attached as **Exhibit N**.

41. ADM applied for a Certificate of Plant Variety Protection on February 27, 2021 for the pinto bean variety Lumen, Certificate of Plant Variety Protection No. 202100226 (“the ’226 Certificate”), which is assigned to ADM Edible Bean Specialties, Inc. This certificate is pending.

42. ADM EBS provided notice of its PVP certificates and notice that unauthorized propagation was prohibited on the seed tags on its bean seed bags.

43. By purchasing the PVPA protected seed, American Bean agreed that (1) American Bean would not resell or supply any seed or any crop produced to any other person for replanting; (2) American Bean was prohibited from saving or selling, for seed purposes, any products from the PVPA protected seed; and (3) American Bean would not alter or permit the alteration of the seed through genetic engineering, conventional breeding, or any other technique.

44. Seedwest® is a registered trademark of ADM EBS. It is also the brand name through which ADM EBS sells the seed at issue in this matter.

45. ADM® is a registered trademark of Archer-Daniels-Midland Company.

46. Under the Federal Seed Act, seed variety names cannot be trademarked.

47. Seed variety names, however, are the functional equivalent of trademark, as a variety name can only be given to one variety of a particular crop.

48. American Bean has sold, and currently sells, ADM EBS's patented and/or PVPA protected seed varieties to growers.

49. American Bean has used, and continues to use, ADM EBS's patented and/or PVPA protected seed variety names in marketing, promoting, and selling the seed.

50. Growers have, and currently do, buy ADM EBS's patented and/or PVPA protected seed varieties from American Bean and then plant, grow, harvest, and sell beans grown with ADM EBS's patented and/or PVPA protected seed varieties back to American Bean.

51. Beginning at least in 2019 and continuing through today, American Bean began illegally propagating, stocking, selling, saving, supplying, shipping, dispensing, conditioning, and delivering ADM EBS's patented and/or PVPA protected seed varieties for reproductive/seed purposes without authority. American Bean also instigated and actively induced performance of the foregoing acts.

52. Beginning in or around 2019, at its Oslo, Minnesota facility, American Bean cleaned harvested beans grown from ADM EBS's patented and/or PVPA protected seed varieties that American Bean purchased from growers it sold ADM EBS's patented and/or PVPA protected bean seed.

53. After the harvested beans grown from ADM EBS's patented and/or PVPA protected seed varieties were cleaned, in or around 2019 and 2020, American Bean transported the clean beans to a farm in Petersburg, North Dakota, where the beans underwent a treating process to prepare them for replanting, not resale for human consumption.

54. After the harvested beans grown from ADM EBS's patented and/or PVPA protected seed varieties were treated, in or around 2019 and 2020, American Bean stored the treated beans at its Petersburg, North Dakota facility until the next planting season when American Bean illegally resold these treated bean seeds to certain growers for replanting.

55. In or around 2021, American Bean purchased equipment to treat seeds ("treater") and installed the treater at its Angus, Minnesota facility.

56. American Bean chose to build and install the treater at its Angus, Minnesota facility because of the facility's remoteness.

57. Like the proceeding years, starting in or around 2021 and, upon information and belief, continuing through today, at its Oslo, Minnesota facility, American Bean cleaned harvested beans grown from ADM EBS's patented and/or PVPA protected seed varieties that American Bean purchased from growers it sold ADM EBS's patented and/or PVPA protected bean seed.

58. Starting in or around 2021 and, upon information and belief, continuing through today, after the harvested beans grown from ADM EBS's patented and/or PVPA protected seed varieties were cleaned, American Bean transported the clean beans to its Angus, Minnesota facility, where the beans underwent a treating process to prepare them for resale and replanting, not resale for human consumption. In other words, the seed was used for reproductive/seed purposes.

59. After the harvested beans grown from ADM EBS's patented and/or PVPA protected seed varieties were treated, beginning in or around 2021 and continuing through

today, American Bean stored the treated beans in its Angus, Minnesota facility until the next planting season when American Bean illegally sold these treated bean seeds to certain growers for replanting.

60. Beginning in or around 2019 and, upon information and belief, continuing through today, American Bean created labels and/or tags purporting to be for ADM EBS's patented and/or PVPA protected bean seeds and affixed them to totes and/or bags of the seed it illegally treated grown from ADM EBS's patented and/or PVPA protected seed varieties.

61. Beginning in or around 2019 and, upon information and belief, continuing through today, American Bean sold totes and/or bags of illegally treated seed grown from ADM EBS's patented and/or PVPA protected seed varieties and labeled and/or tagged as ADM EBS's product throughout the Midwest including, but not limited to, in the State of Minnesota and the State of North Dakota.

62. Additionally, beginning in or around 2019 and, upon information and belief, continuing through today, American Bean illegally conditioned ADM ESB's patented and/or PVPA protected seed varieties by cleaning and treating harvested beans grown from ADM EBS's patented and/or PVPA protected seed varieties and immediately returning treated beans to growers for replanting. This occurred primarily in the fall and spring, near harvest and planting.

63. American Bean has used, and upon information and belief, continues to use, ADM EBS's patented and/or PVPA protected seed variety names in marketing, promoting, and selling this illegally reproduced seed.

64. Upon information and belief, certain American Bean employees, spanning all levels of employment, have and, upon information and belief, continue to facilitate and participate in the illegal propagation, stocking, saving, supplying, selling, shipping, dispensing, and delivering of seeds grown from ADM EBS's patented and/or PVPA protected bean seed, with knowledge that their acts were in violation of both federal and state law.

COUNT I
Infringement of U.S. Patent No. 11,000,005
Pursuant to 35 U.S.C. § 271(a)

65. ADM EBS restates and realleges all previous paragraphs.

66. On information and belief, American Bean has directly infringed and continues to directly infringe at least claims 1, 10 and 12 of the '005 Patent under 35 U.S.C. § 271(a) through its unauthorized making, using, selling and offering to sell ADM EBS's edible bean Cowboy. On information and belief, American Bean has engaged in the unauthorized making and using of seed encompassed by the claims of the '005 Patent. On information and belief, American Bean has engaged in the unauthorized selling and offering to sell seed encompassed by the claims of the '005 Patent.

67. Claim 1 of the '005 Patent recites: An edible bean seed designated as Cowboy, a sample of the edible bean seed deposited under accession no. PI 678951.

68. Claim 10 of the '005 Patent recites: A plurality of the edible bean seeds of claim 1.

69. Claim 12 of the '005 Patent recites: A process for producing edible beans for consumption, comprising processing the plurality of the edible bean seeds of claim 10 such that the plurality of the edible bean seeds are suitable for consumption.

70. ADM EBS has suffered damages as a result of American Bean's infringement of the '005 Patent and will continue to suffer damages as long as those infringing activities continue.

71. On information and belief, American Bean's infringement has been, and continues to be, willful. Since having knowledge of the '005 Patent, American Bean knew, or should have known, that its actions infringe the '005 Patent.

COUNT II
Infringement of U.S. Patent No. 11,000,005
Pursuant to 35 U.S.C. § 271(b)

72. ADM EBS restates and realleges all previous paragraphs.

73. On information and belief, American Bean has induced and continues to actively induce infringement of at least claims 1-2, 4, and 10-12 of the '005 Patent under 35 U.S.C. § 271(b). American Bean knows of the '005 Patent, and its conduct and communication induce its customers (i.e. growers) to directly infringe the '005 Patent. For instance, through the unauthorized sale of edible bean Cowboy, American Bean instructs, directs and encourages growers to engage in the unauthorized planting, growing, and selling of edible bean Cowboy with the knowledge that such uses directly infringe the '005 Patent. On information and belief, such conduct by American Bean was intended to cause, and actually resulted in, direct infringement in the United States.

74. Claim 1 of the '005 Patent recites: An edible bean seed designated as Cowboy, a sample of the edible bean seed deposited under accession no. PI 678951.

75. Claim 2 of the '005 Patent recites: A plant produced by growing the edible bean seed of claim 1.

76. Claim 4 of the '005 Patent recites: An edible bean plant having all of the physiological and morphological characteristics of the edible bean plant of claim 2.

77. Claim 10 of the '005 Patent recites: A plurality of the edible bean seeds of claim 1.

78. Claim 11 of the '005 Patent recites: A method of planting a field, comprising planting the plurality of the edible bean seeds of claim 10 in the field.

79. Claim 12 of the '005 Patent recites: A process for producing edible beans for consumption, comprising processing the plurality of the edible bean seeds of claim 10 such that the plurality of the edible bean seeds are suitable for consumption.

80. ADM EBS has suffered damages as a result of American Bean's infringement of the '005 Patent and will continue to suffer damages as long as those infringing activities continue.

81. On information and belief, American Bean's infringement has been and continues to be willful. Since having knowledge of the '005 Patent, American Bean knew, or should have known, that its actions infringe the '005 Patent.

COUNT III
Infringement of U.S. Patent No. 9,532,523
Pursuant to 35 U.S.C. § 271(a)

82. ADM EBS restates and realleges all previous paragraphs.

83. On information and belief, American Bean has directly infringed and continues to directly infringe at least claims 1, 10 and 12 of the '523 Patent under 35 U.S.C. § 271(a) through their unauthorized making, using, selling and offers to sell ADM EBS's edible bean Vibrant. On information and belief, American Bean has engaged in the unauthorized making and using of seed encompassed by the claims of the '523 Patent. On information and belief, American Bean has engaged in the unauthorized selling and offering to sell seed encompassed by the claims of the '523 Patent.

84. Claim 1 of the '523 Patent recites: An edible bean seed designated as Vibrant, wherein a representative sample of the edible bean seed was deposited under the National Center for Genetic Resources Preservation accession no. PI 673082.

85. Claim 10 of the '523 Patent recites: A plurality of the edible bean seeds of claim 1.

86. Claim 12 of the '523 Patent recites: A process for producing edible beans for consumption, comprising processing the plurality of the edible bean seeds of claim 10 such that the plurality of the edible bean seeds are suitable for consumption.

87. ADM EBS has suffered damages as a result of American Bean's infringement of the '523 Patent and will continue to suffer damages as long as those infringing activities continue.

88. On information and belief, American Bean's infringement has been and continues to be willful. Since having knowledge of the '523 Patent, American Bean knew, or should have known, that its actions infringe the '523 Patent.

COUNT IV
Infringement of U.S. Patent No. 9,532,523
Pursuant to 35 U.S.C. § 271(b)

89. ADM EBS restates and realleges all previous paragraphs.

90. On information and belief, American Bean has induced and continues to actively induce infringement of at least claims 1-2, 4, and 10-12 of the '523 Patent under 35 U.S.C. § 271(b). American Bean knows of the '523 Patent, and its conduct and communication induce its customers (i.e. growers) to directly infringe the '523 Patent. For instance, through the unauthorized sale of edible bean Vibrant, American Bean instructs, directs and encourages growers to engage in the unauthorized planting, growing, and selling of edible bean Vibrant with the knowledge that such uses directly infringe the '523 Patent. On information and belief, such conduct by American Bean was intended to cause, and actually resulted in, direct infringement in the United States.

91. Claim 1 of the '523 Patent recites: An edible bean seed designated as Vibrant, wherein a representative sample of the edible bean seed was deposited under the National Center for Genetic Resources Preservation accession no. PI 673082.

92. Claim 2 of the '523 Patent recites: A plant, or plant parts thereof, produced by growing the edible bean seed of claim 1.

93. Claim 4 of the '523 Patent recites: An edible bean plant, or plant parts thereof, having all of the physiological and morphological characteristics of the edible bean plant of claim 2.

94. Claim 10 of the '523 Patent recites: A plurality of the edible bean seeds of claim 1.

95. Claim 11 of the '523 Patent recites: A method of planting a field, comprising planting the plurality of the edible bean seeds of claim 10 in the field.

96. Claim 12 of the '523 Patent recites: A process for producing edible beans for consumption, comprising processing the plurality of the edible bean seeds of claim 10 such that the plurality of the edible bean seeds are suitable for consumption.

97. ADM EBS has suffered damages as a result of American Bean's infringement of the '523 Patent and will continue to suffer damages as long as those infringing activities continue.

98. On information and belief, American Bean's infringement has been, and continues to be, willful. Since having knowledge of the '523 Patent, American Bean knew or should have known that its actions infringe the '523 Patent.

COUNT V
Infringement of U.S. Patent No. 9,775,312
Pursuant to 35 U.S.C. § 271(a)

99. ADM EBS restates and realleges all previous paragraphs.

100. On information and belief, American Bean has directly infringed and continues to directly infringe at least claims 1, 10 and 12 of the '312 Patent under 35 U.S.C. § 271(a) through its unauthorized making, using, selling and offering to sell ADM EBS's edible bean Radiant. On information and belief, American Bean has engaged in the unauthorized making and using of seed encompassed by the claims of the '312 Patent. On information and belief, American Bean has engaged in the unauthorized selling and offering to sell seed encompassed by the claims of the '312 Patent.

101. Claim 1 of the '312 Patent recites: An edible bean seed designated as Radiant, a sample of the edible bean seed deposited under the accession no. PI 678952.

102. Claim 10 of the '312 Patent recites: A plurality of the edible bean seeds of claim 1.

103. Claim 12 of the '312 Patent recites: A process for producing edible beans for consumption, comprising processing the plurality of the edible bean seeds of claim 10 such that the plurality of the edible bean seeds are suitable for consumption.

104. ADM EBS has suffered damages as a result of American Bean's infringement of the '312 Patent and will continue to suffer damages as long as those infringing activities continue.

105. On information and belief, American Bean's infringement has been, and continues to be, willful. Since having knowledge of the '312 Patent, American Bean knew, or should have known, that its actions infringe the '312 Patent.

COUNT VI
Infringement of U.S. Patent No. 9,775,312
Pursuant to 35 U.S.C. § 271(b)

106. ADM EBS restates and realleges all previous paragraphs.

107. On information and belief, American Bean has induced and continues to actively induce infringement of at least claims 1-2, 4, and 10-12 of the '312 Patent under 35 U.S.C. § 271(b). American Bean knows of the '312 Patent, and its conduct and communication induces its customers (i.e. growers) to directly infringe the '312 Patent. For instance, through the unauthorized sale of edible bean Radiant, American Bean instructs, directs, and encourages growers to engage in the unauthorized planting, growing and

selling of edible bean Radiant with the knowledge that such uses directly infringe the '312 Patent. On information and belief, such conduct by American Bean was intended to cause, and actually resulted in, direct infringement in the United States.

108. Claim 1 of the '312 Patent recites: An edible bean seed designated as Radiant, a sample of the edible bean seed was deposited under accession no. PI 678952.

109. Claim 2 of the '312 Patent recites: A plant, or plant parts thereof, produced by growing the edible bean seed of claim 1.

110. Claim 4 of the '312 Patent recites: An edible bean plant, or plant parts thereof, having all of the physiological and morphological characteristics of the edible bean plant of claim 2.

111. Claim 10 of the '312 Patent recites: A plurality of the edible bean seeds of claim 1.

112. Claim 11 of the '312 Patent recites: A method of planting a field, comprising planting the plurality of the edible bean seeds of claim 10 in the field.

113. Claim 12 of the '312 Patent recites: A process for producing edible beans for consumption, comprising processing the plurality of the edible bean seeds of claim 10 such that the plurality of the edible bean seeds are suitable for consumption.

114. ADM EBS has suffered damages as a result of American Bean's infringement of the '312 Patent and will continue to suffer damages as long as those infringing activities continue.

115. On information and belief, American Bean's infringement has been, and continues to be, willful. Since having knowledge of the '312 Patent, American Bean knew, or should have known, that its actions infringe the '312 Patent.

COUNT VII
Infringement of U.S. Patent No. 11,778,975
Pursuant to 35 U.S.C. § 271(a)

116. ADM EBS restates and realleges all previous paragraphs.

117. On information and belief, American Bean has directly infringed and continues to directly infringe at least claims 1, 10 and 12 of the '975 Patent under 35 U.S.C. § 271(a) through its unauthorized making, using, selling and offering to sell ADM EBS's edible bean Lumen. On information and belief, American Bean has engaged in the unauthorized making and using of seed encompassed by the claims of the '975 Patent. On information and belief, American Bean has engaged in the unauthorized selling and offering to sell seed encompassed by the claims of the '975 Patent.

118. Claim 1 of the '975 Patent recites: An edible bean seed designated as Lumen, a sample of the edible bean seed deposited under the accession no. PI 698684.

119. Claim 10 of the '975 Patent recites: A plurality of the edible bean seeds of claim 1.

120. Claim 12 of the '975 Patent recites: A process for producing edible beans for consumption, comprising processing the plurality of the edible bean seeds of claim 10 such that the plurality of the edible bean seeds are suitable for consumption.

121. ADM EBS has suffered damages as a result of American Bean's infringement of the '975 Patent and will continue to suffer damages as long as those infringing activities continue.

122. On information and belief, American Bean's infringement has been, and continues to be, willful. Since having knowledge of the '975 Patent, American Bean knew, or should have known, that its actions infringe the '975 Patent.

COUNT VIII
Infringement of U.S. Patent No. 11,778,975
Pursuant to 35 U.S.C. § 271(b)

123. ADM EBS restates and realleges all previous paragraphs.

124. On information and belief, American Bean has induced and continues to actively induce infringement of at least claims 1-2, 4, and 10-12 of the '975 Patent under 35 U.S.C. § 271(b). American Bean knows of the '975 Patent, and its conduct and communication induces its customers (i.e. growers) to directly infringe the '975 Patent. For instance, through the unauthorized sale of edible bean Lumen, American Bean instructs, directs, and encourages growers to engage in the unauthorized planting, growing and selling of edible bean Lumen with the knowledge that such uses directly infringe the '975 Patent. On information and belief, such conduct by American Bean was intended to cause, and actually resulted in, direct infringement in the United States.

125. Claim 1 of the '975 Patent recites: An edible bean seed designated as Lumen, a sample of the edible bean seed was deposited under accession no. PI 698684.

126. Claim 2 of the '975 Patent recites: A plant, or plant parts thereof, produced by growing the edible bean seed of claim 1.

127. Claim 4 of the '975 Patent recites: An edible bean plant, or plant parts thereof, having all of the physiological and morphological characteristics of the edible bean plant of claim 2.

128. Claim 10 of the '975 Patent recites: A plurality of the edible bean seeds of claim 1.

129. Claim 11 of the '975 Patent recites: A method of planting a field, comprising planting the plurality of the edible bean seeds of claim 10 in the field.

130. Claim 12 of the '975 Patent recites: A process for producing edible beans for consumption, comprising processing the plurality of the edible bean seeds of claim 10 such that the plurality of the edible bean seeds are suitable for consumption.

131. ADM EBS has suffered damages as a result of American Bean's infringement of the '975 Patent and will continue to suffer damages as long as those infringing activities continue.

132. On information and belief, American Bean's infringement has been, and continues to be, willful. Since having knowledge of the '975 Patent, American Bean knew, or should have known, that its actions infringe the '975 Patent.

COUNT IX
Infringement of U.S. Patent No. 11,771,047
Pursuant to 35 U.S.C. § 271(a)

133. ADM EBS restates and realleges all previous paragraphs.

134. On information and belief, American Bean has directly infringed and continues to directly infringe at least claims 1, 10 and 12 of the '047 Patent under 35 U.S.C. § 271(a) through its unauthorized making, using, selling and offering to sell ADM EBS's

edible bean Glean. On information and belief, American Bean has engaged in the unauthorized making and using of seed encompassed by the claims of the '047 Patent. On information and belief, American Bean has engaged in the unauthorized selling and offering to sell seed encompassed by the claims of the '047 Patent.

135. Claim 1 of the '047 Patent recites: An edible bean seed designated as Glean, a sample of the edible bean seed deposited under the accession no. PI 698683.

136. Claim 10 of the '047 Patent recites: A plurality of the edible bean seeds of claim 1.

137. Claim 12 of the '047 Patent recites: A process for producing edible beans for consumption, comprising processing the plurality of the edible bean seeds of claim 10 such that the plurality of the edible bean seeds are suitable for consumption.

138. ADM EBS has suffered damages as a result of American Bean's infringement of the '047 Patent and will continue to suffer damages as long as those infringing activities continue.

139. On information and belief, American Bean's infringement has been, and continues to be, willful. Since having knowledge of the '047 Patent, American Bean knew, or should have known, that its actions infringe the '047 Patent.

COUNT X
Infringement of U.S. Patent No. 11,771,047
Pursuant to 35 U.S.C. § 271(b)

140. ADM EBS restates and realleges all previous paragraphs.

141. On information and belief, American Bean has induced and continues to actively induce infringement of at least claims 1-2, 4, and 10-12 of the '047 Patent under

35 U.S.C. § 271(b). American Bean knows of the '047 Patent, and its conduct and communication induces its customers (i.e. growers) to directly infringe the '047 Patent. For instance, through the unauthorized sale of edible bean Gleam, American Bean instructs, directs, and encourages growers to engage in the unauthorized planting, growing and selling of edible bean Gleam with the knowledge that such uses directly infringe the '047 Patent. On information and belief, such conduct by American Bean was intended to cause, and actually resulted in, direct infringement in the United States.

142. Claim 1 of the '047 Patent recites: An edible bean seed designated as Gleam, a sample of the edible bean seed was deposited under accession no. PI 698683.

143. Claim 2 of the '047 Patent recites: A plant, or plant parts thereof, produced by growing the edible bean seed of claim 1.

144. Claim 4 of the '047 Patent recites: An edible bean plant, or plant parts thereof, having all of the physiological and morphological characteristics of the edible bean plant of claim 2.

145. Claim 10 of the '047 Patent recites: A plurality of the edible bean seeds of claim 1.

146. Claim 11 of the '047 Patent recites: A method of planting a field, comprising planting the plurality of the edible bean seeds of claim 10 in the field.

147. Claim 12 of the '047 Patent recites: A process for producing edible beans for consumption, comprising processing the plurality of the edible bean seeds of claim 10 such that the plurality of the edible bean seeds are suitable for consumption.

148. ADM EBS has suffered damages as a result of American Bean's infringement of the '047 Patent and will continue to suffer damages as long as those infringing activities continue.

149. On information and belief, American Bean's infringement has been, and continues to be, willful. Since having knowledge of the '047 Patent, American Bean knew, or should have known, that its actions infringe the '047 Patent.

COUNT XI
Infringement of PVP Certificate No. 201400412
Pursuant to 7 U.S.C. § 2541

150. ADM EBS restates and realleges all previous paragraphs.

151. The United States duly and legally issued the '412 PVP Certificate to AmeriSeed, LLC on September 29, 2015 for black bean variety Black Cat.

152. ADM EBS owns the '412 PVP Certificate.

153. ADM EBS's Black Cat at issue in this action is a valuable variety protected by the '412 PVP Certificate.

154. American Bean infringed on the '412 PVP Certificate at least by propagating, stocking, saving, supplying, selling, shipping, dispensing, conditioning, and delivering protected bean seeds without authority and inducing performance of acts prohibited by 7 U.S.C. § 2541.

155. ADM EBS suffered an injury in an amount to be determined at trial.

156. Unless American Bean is enjoined, ADM EBS will suffer and continue to suffer irreparable injury from American Bean's infringement, and threat of continued infringement, of its rights in the '412 PVP Certificate.

157. Upon information and belief, American Bean's actions constituting infringement of the '412 PVP Certificate are willful and deliberate.

COUNT XII
Infringement of PVP Certificate No. 200500219
Pursuant to 7 U.S.C. § 2541

158. ADM EBS restates and realleges all previous paragraphs.

159. The United States duly and legally issued the '219 PVP Certificate to AmeriSeed, LLC on March 6, 2006 for pinto bean variety La Paz.

160. ADM EBS owns the '219 PVP Certificate.

161. ADM EBS's La Paz at issue in this action is a valuable variety protected by the '219 PVP Certificate.

162. American Bean infringed on the '219 PVP Certificate at least by propagating, stocking, saving, supplying, selling, shipping, dispensing, conditioning, and delivering protected bean seeds without authority and inducing performance of acts prohibited by 7 U.S.C. § 2541.

163. ADM EBS suffered an injury in an amount to be determined at trial.

164. Unless American Bean is enjoined, ADM EBS will suffer and continue to suffer irreparable injury from American Bean's infringement, and threat of continued infringement, of its rights in the '219 PVP Certificate.

165. Upon information and belief, American Bean's actions constituting infringement of the '219 PVP Certificate are willful and deliberate.

COUNT XIII
Infringement of PVP Certificate No. 201300355
Pursuant to 7 U.S.C. § 2541

166. ADM EBS restates and realleges all previous paragraphs.

167. The United States duly and legally issued the '355 PVP Certificate to AmeriSeed, LLC on December 19, 2013 for pinto bean variety Santa Cruz.

168. ADM EBS owns the '355 PVP Certificate.

169. ADM EBS's Santa Cruz at issue in this action is a valuable variety protected by the '355 PVP Certificate.

170. American Bean infringed on the '355 PVP Certificate at least by propagating, stocking, saving, supplying, selling, shipping, dispensing, conditioning, and delivering protected bean seeds without authority and inducing performance of acts prohibited by 7 U.S.C. § 2541.

171. ADM EBS suffered an injury in an amount to be determined at trial.

172. Unless American Bean is enjoined, ADM EBS will suffer and continue to suffer irreparable injury from American Bean's infringement, and threat of continued infringement, of its rights in the '355 PVP Certificate.

173. Upon information and belief, American Bean's actions constituting infringement of the '355 PVP Certificate are willful and deliberate.

COUNT XIV
Infringement of PVP Certificate No. 201400413
Pursuant to 7 U.S.C. § 2541

174. ADM EBS restates and realleges all previous paragraphs.

175. The United States duly and legally issued the '413 PVP Certificate to AmeriSeed, LLC on September 29, 2015 for pinto bean variety Vibrant.

176. ADM EBS owns the '413 PVP Certificate.

177. ADM EBS's Vibrant at issue in this action is a valuable variety protected by the '413 PVP Certificate.

178. American Bean infringed on the '413 PVP Certificate at least by propagating, stocking, saving, supplying, selling, shipping, dispensing, conditioning, and delivering protected bean seeds without authority and inducing performance of acts prohibited by 7 U.S.C. § 2541.

179. ADM EBS suffered an injury in an amount to be determined at trial.

180. Unless American Bean is enjoined, ADM EBS will suffer and continue to suffer irreparable injury from American Bean's infringement, and threat of continued infringement, of its rights in the '413 PVP Certificate.

181. Upon information and belief, American Bean's actions constituting infringement of the '413 PVP Certificate are willful and deliberate.

COUNT XV
Infringement of PVP Certificate No. 201300354
Pursuant to 7 U.S.C. § 2541

182. ADM EBS restates and realleges all previous paragraphs.

183. The United States duly and legally issued the '354 PVP Certificate to AmeriSeed, LLC on September 30, 2016 for pinto bean variety Monterrey.

184. ADM EBS owns the '354 PVP Certificate.

185. ADM EBS's Monterrey at issue in this action is a valuable variety protected by the '354 PVP Certificate.

186. American Bean infringed on the '354 PVP Certificate at least by propagating, stocking, saving, supplying, selling, shipping, dispensing, conditioning, and delivering protected bean seeds without authority and inducing performance of acts prohibited by 7 U.S.C. § 2541.

187. ADM EBS suffered an injury in an amount to be determined at trial.

188. Unless American Bean is enjoined, ADM EBS will suffer and continue to suffer irreparable injury from American Bean's infringement, and threat of continued infringement, of its rights in the '354 PVP Certificate.

189. Upon information and belief, American Bean's actions constituting infringement of the '354 PVP Certificate are willful and deliberate.

COUNT XVI
Infringement of PVP Certificate No. 201600321
Pursuant to 7 U.S.C. § 2541

190. ADM EBS restates and realleges all previous paragraphs.

191. The United States duly and legally issued the '321 PVP Certificate to ADM Edible Bean Specialties, Inc. on November 28, 2016 for pinto bean variety Cowboy.

192. ADM EBS owns the '321 PVP Certificate and has owned it since it issued.

193. ADM EBS's Cowboy at issue in this action is a valuable variety protected by the '321 PVP Certificate.

194. American Bean infringed on the '321 PVP Certificate at least by propagating, stocking, saving, supplying, selling, shipping, dispensing, conditioning, and delivering

protected bean seeds without authority and inducing performance of acts prohibited by 7 U.S.C. § 2541.

195. ADM EBS suffered an injury in an amount to be determined at trial.

196. Unless American Bean is enjoined, ADM EBS will suffer and continue to suffer irreparable injury from American Bean's infringement, and threat of continued infringement, of its rights in the '321 PVP Certificate.

197. Upon information and belief, American Bean's actions constituting infringement of the '321 PVP Certificate are willful and deliberate.

COUNT XVII
Infringement of PVP Certificate No. 201600322
Pursuant to 7 U.S.C. § 2541

198. ADM EBS restates and realleges all previous paragraphs.

199. The United States duly and legally issued the '322 PVP certificate to ADM EBS on November 28, 2016 for pinto bean variety Radiant.

200. ADM EBS owns the '322 PVP Certificate and has owned it since it issued.

201. ADM EBS's Radiant at issue in this action is a valuable variety protected by the '322 PVP Certificate.

202. American Bean infringed on the '322 PVP Certificate at least by propagating, stocking, saving, supplying, selling, shipping, dispensing, conditioning, and delivering protected bean seeds without authority and inducing performance of acts prohibited by 7 U.S.C. § 2541.

203. ADM EBS suffered an injury in an amount to be determined at trial.

204. Unless American Bean is enjoined, ADM EBS will suffer and continue to suffer irreparable injury from American Bean's infringement, and threat of continued infringement, of its rights in the '322 PVP Certificate.

205. Upon information and belief, American Bean's actions constituting infringement of the '322 PVP Certificate are willful and deliberate.

COUNT XVIII
Infringement of PVP Certificate No. 201600323
Pursuant to 7 U.S.C. § 2541

206. ADM EBS restates and realleges all previous paragraphs.

207. The United States duly and legally issued the '323 PVP Certificate to ADM EBS on November 28, 2016 for pinto bean variety Torreon.

208. ADM EBS owns the '323 PVP Certificate and has owned it since it issued.

209. ADM EBS's Torreon at issue in this action is a valuable variety protected by the '323 PVP Certificate.

210. American Bean infringed on the '323 PVP Certificate at least by propagating, stocking, saving, supplying, selling, shipping, dispensing, conditioning, and delivering protected bean seeds without authority and inducing performance of acts prohibited by 7 U.S.C. § 2541.

211. ADM EBS suffered an injury in an amount to be determined at trial.

212. Unless American Bean is enjoined, ADM EBS will suffer and continue to suffer irreparable injury from American Bean's infringement, and threat of continued infringement, of its rights in the '323 PVP Certificate.

213. Upon information and belief, American Bean's actions constituting infringement of the '323 PVP Certificate are willful and deliberate.

COUNT XIX
Infringement of PVP Certificate No. 202100225
Pursuant to 7 U.S.C. § 2541

214. ADM EBS restates and realleges all previous paragraphs.

215. The United States duly and legally issued the '225 PVP Certificate to ADM on February 16, 2023 for pinto bean variety Gleam.

216. ADM EBS owns the '225 PVP Certificate.

217. ADM EBS's Gleam at issue in this action is a valuable variety protected by the '225 PVP Certificate.

218. American Bean infringed on the '225 PVP Certificate at least by propagating, stocking, saving, supplying, selling, shipping, dispensing, conditioning, and delivering protected bean seeds without authority and inducing performance of acts prohibited by 7 U.S.C. § 2541.

219. ADM EBS suffered an injury in an amount to be determined at trial.

220. Unless American Bean is enjoined, ADM EBS will suffer and continue to suffer irreparable injury from American Bean's infringement, and threat of continued infringement, of its rights in the '225 PVP Certificate.

221. Upon information and belief, American Bean's actions constituting infringement of the '225 PVP Certificate are willful and deliberate.

COUNT XX
Violation of the Lanham Act
Pursuant to 15 U.S.C. § 1125(a)

222. ADM EBS restates and realleges all previous paragraphs.

223. In connection with seed grown from ADM EBS's patented and/or PVPA protected seed varieties and illegally propagated, treated and sold by American Bean, American Bean has used, and continues to use, words, terms, names, symbols, false designations of origin, false or misleading descriptions of fact, and false or misleading representation of fact in interstate commerce.

224. American Bean's actions are calculated to cause confusion, to cause mistake, and/or to deceive the consuming public as to the source of American Bean's seeds or as to American Bean's connection, approval, or association with ADM EBS.

225. American Bean's actions created a likelihood of confusion, deception, and mistake by the consuming public.

226. American Bean's actions constitute unfair competition with products distributed in interstate commerce, in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

227. American Bean's unfair competition has caused, and will continue to cause, ADM to suffer damages to its business, reputation, goodwill, profits, and strength of its trademarks, and is causing ongoing and irreparable harm to ADM EBS for which there is no adequate remedy at law.

228. Upon information and belief, American Bean's actions constituting unfair competition are willful and deliberate.

COUNT XXI
Breach of Contract

229. ADM EBS restates and realleges all previous paragraphs.

230. The Parties entered into valid, written Agreements which govern contracts for the sale of goods.

231. ADM EBS performed all conditions precedent necessary to demand American Bean's performance under the Agreements.

232. American Bean breached the Agreements when it propagated, produced, stocked, saved, supplied, sold, shipped, dispensed, conditioned, treated, and delivered bean seed for replanting.

233. As a direct and proximate result of American Bean's breach of contract, ADM EBS has been damaged in an amount to be determined at trial.

COUNT XXII
Unjust Enrichment
In the alternative to Breach of Contract Claim

234. ADM EBS restates and realleges all previous paragraphs.

235. ADM EBS asserts this claim in the alternative to its breach of contract claims.

236. American Bean has received, and continues to receive, a benefit from its purchase of patented and/or PVPA protected bean seed varieties from ADM EBS.

237. American Bean has further received, and continues to receive, a benefit from propagating, stocking, saving, supplying, selling, shipping, dispensing, conditioning, treating, and delivering for resale ADM EBS's patented and/or PVPA protected bean seeds.

238. American Bean appreciated and has knowledge of these benefits, which it has continued to enjoy at the expense of ADM EBS.

239. American Bean's enrichment, which results from the illegal and unauthorized reproduction and resale of ADM EBS's patented and/or PVPA protected bean seed varieties, is directly related to the impoverishment of, and injury to, ADM EBS.

240. In the event ADM EBS is not able to obtain relief through its other contract-based causes of action, ADM EBS will be without an adequate remedy at law.

241. It would be unjust and inequitable for American Bean to retain these benefits without compensation to ADM EBS in an amount to be determined at trial.

COUNT XXIII
Conversion

242. ADM EBS restates and realleges all previous paragraphs.

243. ADM EBS has a property interest in its patented and/or PVPA protected bean seed varieties.

244. American Bean wrongfully deprived ADM EBS of its property interest in ADM EBS's patented and/or PVPA protected bean varieties by illegally propagating, stocking, saving, supplying, selling, shipping, dispensing, conditioning, treating, and delivering for resale ADM EBS's patented and/or PVPA protected bean seeds without authority.

245. As a direct and proximate result of American Bean's deprivation, ADM EBS has been damaged in an amount to be determined at trial.

246. Furthermore, upon information and belief, American Bean's conversion of ADM EBS's property rights was malicious and willful, entitling ADM EBS to punitive damages.

COUNT XIV
Unfair Competition

247. ADM EBS restates and realleges all previous paragraphs.

248. American Bean intentionally and improperly interfered with ADM EBS's prospective contractual relationship with growers by propagating, stocking, saving, supplying, selling, shipping, dispensing, conditioning, treating, and delivering for resale ADM's patented and/or PVPA protected bean seed without authority to growers.

249. American Bean's intentional and improper interference induced growers not to enter into or continue the prospective relationship with ADM EBS for the sale of its patented and/or PVPA protected beans.

250. American Bean's intentional and improper interference with ADM EBS's prospective contractual relationship with growers damaged ADM EBS in an amount to be determined at trial.

JURY DEMAND

ADM EBS respectfully requests trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, ADM EBS requests this Court provide the following remedies:

1. Entry of judgment that American Bean is infringing and has infringed on ADM EBS's '005 Patent, and that such infringement has been unlawful, willful, and deliberate;

2. Entry of judgment that American Bean is infringing and has infringed on ADM EBS's '312 Patent, and that such infringement has been unlawful, willful, and deliberate;

3. Entry of judgment that American Bean is infringing and has infringed on ADM EBS's '523 Patent, and that such infringement has been unlawful, willful, and deliberate;

4. Entry of judgment that American Bean is infringing and has infringed on ADM EBS's '975 Patent, and that such infringement has been unlawful, willful, and deliberate;

5. Entry of judgment that American Bean is infringing and has infringed on ADM EBS's '047 Patent, and that such infringement has been unlawful, willful, and deliberate;

6. Entry of judgment for damages, together with interests and costs, to compensate ADM EBS for American Bean's patent infringement;

7. A finding that this case is exceptional under 35 U.S.C. § 285, thereby trebling of damages awarded for the infringement of patents together with reasonable attorneys' fees;

8. Entry of judgment that American Bean is infringing and has infringed on ADM EBS's valid rights protected by the '412 PVP Certificate;

9. Entry of judgment that American Bean is infringing and has infringed on ADM EBS's valid rights protected by the '219 PVP Certificate;
10. Entry of judgment that American Bean is infringing and has infringed on ADM EBS's valid rights protected by the '355 PVP Certificate;
11. Entry of judgment that American Bean is infringing and has infringed on ADM EBS's valid rights protected by the '413 PVP Certificate;
12. Entry of judgment that American Bean is infringing and has infringed on ADM EBS's valid rights protected by the '354 PVP Certificate;
13. Entry of judgment that American Bean is infringing and has infringed on ADM EBS's valid rights protected by the '321 PVP Certificate;
14. Entry of judgment that American Bean is infringing and has infringed on ADM EBS's valid rights protected by the '322 PVP Certificate;
15. Entry of judgment that American Bean is infringing and has infringed on ADM EBS's valid rights protected by the '323 PVP Certificate;
16. Entry of judgment that American Bean is infringing and has infringed on ADM EBS's valid rights protected by the '225 PVP Certificate;
17. Entry of judgment for damages, together with interests and costs, to compensate ADM EBS for American Bean's PVP certificate infringement;
18. A finding that ADM EBS is entitled to damages for American Bean's PVP certificate infringement, up to three times the amount determined, pursuant to 7 U.S.C. § 2564(b);

19. A finding that this case is exceptional under 7 U.S.C. § 2565 entitling ADM EBS to attorneys' fees;

20. An entry of judgment for damages, together with interests and costs, that American Bean engaged in unfair competition against ADM EBS in violation of the Lanham Act and that such violation was willful;

21. Entry of a compensatory and exemplary damages award, together with costs, for income and profits ADM EBS lost and may lose in the future as a result of American Bean's unlawful activities including unfair competition;

22. A finding that this case is exceptional under 15 U.S.C. § 1117, thereby entitling ADM EBS to recovery of reasonable attorneys' fees;

23. Entry of judgment allowing ADM EBS to recover American Bean's profits, damages sustained by ADM EBS, and costs pursuant to 15 U.S.C. § 1117;

24. Entry of an order preliminarily and permanently enjoining American Bean, its agents, servants, employees, privies, successors, and assigns, and all claiming any rights through it, from selling products under ADM EBS's words, terms, names, or symbols that are the subject of American Bean's violations;

25. Entry of an order, pursuant to 15 U.S.C. § 1116(a), requiring American Bean, to file with this Court and serve upon ADM EBS, within thirty (30) days after an entry of an injunction, a written report under oath describing in detail the manner and form in which American Bean has complied with the injunction;

26. Entry of an order, pursuant to 15 U.S.C. § 1118, requiring American Bean to recall and surrender for destruction, all products and other materials bearing words, terms, names, or symbols that are the subject of American Bean's violations;

27. Entry of judgment for damages, together with interest, fees, costs, and expenses, including attorneys' fees to compensate ADM EBS for American Bean's breach of the Parties' Agreements;

28. Entry of judgment for damages, together with interests and costs, to compensate ADM EBS for American Bean's unjust enrichment and the profits obtained that in equity and good conscience belong to ADM EBS;

29. Entry of judgment for damages, together with interests and costs, to compensate ADM EBS for American Bean's conversion of ADM EBS's property rights;

30. Entry of a punitive damages award against American Bean for its willful and malicious conversion of ADM EBS's property;

31. Entry of judgment for damages, together with interests and costs, to compensate ADM EBS for American Bean's unfair competition;

32. Entry of judgment for costs, expenses, and reasonable attorneys' fees incurred by ADM EBS; and

33. Any such other relief as the Court may deem appropriate.

Respectfully submitted,

DATED: February 15, 2024

s/ Shane A. Anderson

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