A Report by the Center for Food Safety

Monsanto vs. U.S. Farmers

2005

The Center for Food Safety (CFS) is a national, non-profit membership organization working to protect human health and the environment by curbing the use of harmful food production technologies and by promoting organic and other forms of sustainable agriculture. Membership and additional information about CFS is available at www.centerforfoodsafety.org or by writing office@centerforfoodsafety.org

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Executive Summary

In May 2003, the Center for Food Safety embarked on a project to determine the extent to which American farmers have been impacted by litigation arising from the use of patented genetically engineered crops. After extensive research and numerous interviews with farmers and lawyers, CFS found that Monsanto, the world's leading agricultural biotechnology company, has used heavy-handed investigations and ruthless prosecutions that have fundamentally changed the way many American farmers farm. The result has been nothing less than an assault on the foundations of farming practices and traditions that have endured for centuries in this country and millennia around the world, including one of the oldest, the right to save and replant crop seed.

Monsanto's position as a leader in the field of agricultural biotechnology and its success in contractually binding farmers to its genetically engineered seeds result from its concerted effort to control patents on genetic engineering technology, seed germplasm, and a farmer's use of its engineered seed. Monsanto begins the process of seizing control of farmers' practices by getting them to sign the company's technology agreement upon purchasing patented seeds. This agreement allows Monsanto to conduct property investigations, exposes the farmer to huge financial liability, binds the farmer to Monsanto's oversight for multiple years, and includes a variety of other conditions that have effectively defined what rights a farmer does and does not have in planting, harvesting, and selling genetically engineered seed.

In general, Monsanto's efforts to prosecute farmers can be divided into three stages: investigations of farmers, out-of-court settlements, and litigation against farmers Monsanto believes are in breach of contract or engaged in patent infringement. Monsanto itself admits to aggressively investigating farmers it suspects of transgressions, and evidence suggests the numbers reach into the thousands. According to farmers interviewed by CFS, these thousands of investigations frequently lead to the second stage: Monsanto pressuring the farmer to settle out of court for an undisclosed sum and other terms agreed to in confidential settlements.

For some farmers, Monsanto's investigation of them will lead to the courtroom. To date, Monsanto has filed 90 lawsuits against American farmers. The lawsuits involve 147 farmers and 39 small businesses or farm companies, and have been directed at farmers residing in half of the states in the U.S. The odds are clearly stacked against the farmer: Monsanto has an annual budget of $10 million dollars and a staff of 75 devoted *solely* to investigating and prosecuting farmers.

The largest recorded judgment made thus far in favor of Monsanto as a result of a farmer lawsuit is $3,052,800.00. Total recorded judgments granted to Monsanto for lawsuits amount to $15,253,602.82. Farmers have paid a mean of $412,259.54 for cases with recorded judgments.

Startling though these numbers are, they do not begin to tell the whole story. Many farmers have to pay additional court and attorney fees and are sometimes even forced to pay the costs Monsanto incurs while investigating them. Final monetary awards are not available for a majority of the 90 lawsuits CFS researched due to the confidential nature of many of the settlements.

No farmer is safe from the long reach of Monsanto. Farmers have been sued after their field was contaminated by pollen or seed from someone else's genetically engineered crop; when genetically engineered seed from a previous year's crop has sprouted, or "volunteered," in fields planted with non-genetically engineered varieties the following year; and when they never signed Monsanto's technology agreement but still planted the patented crop seed. In all of these cases, because of the way patent law has been applied, farmers are technically liable. It does not appear to matter if the use was unwitting or a contract was never signed.

Since the introduction of genetically engineered crops, farming for thousands of America's farmers has been fundamentally altered; they have been forced into dangerous and uncharted territory and have found they are the worse for it. As growing numbers of farmers become subject to harassment, investigation, and prosecution by Monsanto over supposed infringement of its seed patents and technology agreements, there will have to be increased pressure to reverse the governmental policies that are allowing this persecution. Various policy options include passing local and state-wide bans or moratoriums on plantings of genetically engineered crops; amending the Patent Act so that genetically engineered plants will no longer be patentable subject matter and so that seed saving is not considered patent infringement; and legislating to prevent farmers from being liable for patent infringement through biological pollution. Implementation of these, and a variety of other options discussed in more detail in the report, is critical. Nothing less than the future of America's farmers and farming communities is at stake.

Monsanto is largely responsible for the prevalence of genetically engineered organisms in our environment today.

Seizing Control:

Monsanto's Path to Domination of Biotech Crops and U.S. Agriculture

CHAPTER

THE INTRODUCTION of genetically engineered crops has confronted farmers with a host of new challenges and problems, including the loss of export markets, complex new seed purchasing contracts, and vigorous litigation and pursuit by companies for patent infringement. It is truly a new era in which America's farmers are being sued and harassed for doing what they have always done; in which an all-out war is being waged on how farmers use their seeds and conduct their farming. And leading the assault on farmers is the multibillion dollar Monsanto Company.

Operating out of its headquarters in the St. Louis suburb of Creve Coeur, Monsanto has scores of scientists working to develop new genetically engineered crops. This year alone, Monsanto invested more than 85 percent of its research and development budget in seeds, genomics and biotechnology, a total investment of over $430 million.[1]

Yet, Monsanto's domination of biotechnology, thus far, has little to do with any economic or environmental benefits accruing to the users of the technology. The most important factor in Monsanto's success is its ability to control the adoption of its patented technology. In order to ensure its role as an industry leader in the field of biotechnology, Monsanto has employed three main tactics: it has bought or merged with most of the major seed companies to gain an important level of control over seed germplasm; it has acquired a multitude of patents on both genetic engineering techniques and genetically engineered seed varieties, thus dominating the market in biotech crops; and it has required that any farmer purchasing its seed must first sign an agreement prohibiting the saving of seed, thereby forcing farmers to repurchase Monsanto's seed every year. These tactics have afforded this one company unprecedented control over the sale and use of crop seed in the United States.

Because of Monsanto's patents, when any non-engineered crop becomes contaminated with patented traits, that crop effectively becomes the property of Monsanto.

Monsanto's domination through these three main tactics is aided by one important fact that Monsanto has, thus far, been able to use to its advantage: plants naturally tend to reproduce through pollen and seed dispersal and, in the process, can cross-pollinate with other plants. Because Monsanto has patents on its genetically engineered traits and seeds, when non-genetically engineered crops become contaminated with patented traits, the contaminated crop effectively becomes the property of Monsanto, even for those farmers who did not purchase or knowingly use Monsanto's patented technology. As Don Westfall, a key biotech food industry consultant, commented in 2001: "The hope of the industry is that over time the market is so flooded that there's nothing you can do about it. You just sort of surrender."[2] The sum of these factors has enabled Monsanto to influence America's farmers and the fate of American agriculture in ways previously unimaginable.

Genetically Engineering America's Staple Crops

Monsanto's research led to the development of the two main types of genetically engineered crops used in the world today: herbicide-tolerant and insect-resistant. Monsanto's herbicide-tolerant plants are engineered to withstand applications of Roundup, Monsanto's most popular herbicide. Since the introduction of these herbicide-tolerant crops in the United States nine years ago, herbicide use has increased by 138 million pounds.[3] Insect-resistant varieties are engineered so that a toxin normally produced by a naturally occurring bacteria, called *Bacillus thuringiensis* (Bt), is instead produced by the plant due to insertion of the toxin gene. The Bt toxin is effective in killing butterflies, moths, and beetles upon ingestion. Bt is one of the most effective natural pesticides available for growers of organic crops. Widespread plantings of Bt crops could lead to increased resistance building up in populations of the target pests, and threaten to reduce the effectiveness of this natural pesticide for all users.

The first commercial planting of Monsanto's herbicide-tolerant Roundup Ready soy took place in 1996. Soon thereafter, Monsanto commercialized Roundup Ready cotton and canola and Bt varieties of corn, cotton and potatoes. Currently, there are only four main genetically engineered food crops commercialized in the United States and Canada: soy, cotton, corn, and canola. The dominance of these crops is already evident in the U.S.: in 2004, this technology accounted for 85 percent of all U.S. soy acreage, 45

What is a patent?

In general, a patent is a government grant of a temporary monopoly over a particular invention, usually for a period of up to 20 years. During that time the patent holder may exclude all others from making, using or selling the invention. Inventors who are the first to make some original invention (either something revolutionary or, more often, just an improvement to an existing thing) can file for a patent with the U.S. government, but they have to pass through some quite stringent criteria. A country's domestic laws govern the granting of patents; however, these laws can be affected by international laws and treaties. In the United States, in order for an invention to be patented, it must be new and it cannot be obvious to people working in the field pertaining to the invention. Furthermore, the invention has to be fully and clearly described in writing, so that any person working in the pertinent field can reproduce the thing patented. In this way the public gains knowledge of something they would not otherwise know. In return the possibility of a temporary monopoly is an incentive for the inventor to disclose that knowledge.

percent of all corn acreage, and 76 percent of all cotton acreage.[4] In 2003, 84 percent of U.S. canola acreage was genetically engineered.[5]

Cornering the Market

While other biotech companies have developed crop varieties genetically engineered to express traits similar to those developed by Monsanto, the Monsanto varieties have been the most successful on the market. This success is due in large part to Monsanto's aggressive acquisition of seed companies. Between 1996 and 1998, Monsanto developed a strategy of buying out or establishing relationships with most of the major U.S. and international seed companies, including Calgene, Inc., Asgrow Agronomics, Asgrow and Stine Seed, Agracetus, Holden's Foundation Seeds, Inc., Delta and Pine Land, Monsoy (a Brazilian soybean company), Cargill's international seed divisions (with operations in Asia, Africa, Europe and Central and South America), Plant Breeding International, and DeKalb Genetics (the world's second largest seed company). The only major U.S. seed company Monsanto was not able to buy out was Pioneer Hi-Bred. However, Monsanto already had a relationship with the company that began when it sold Pioneer the rights to use Monsanto genes for Roundup Ready soy and Bt corn traits.

Monsanto provides the seed technology for 90 percent of the world's genetically engineered crops.

Monsanto's domination of the U.S. seed market has made high-quality conventional varieties of some staple crops hard to find.

By the end of its two-year purchasing spree, Monsanto had become the second largest seed company (behind Pioneer Hi-Bred) and largest marketer of genetically engineered seeds in the world. In recent years Monsanto has provided the seed technology for at least 90 percent of the world's genetically engineered crops.[6] The company also directly or indirectly controls almost half of the American corn germplasm market and most of the soybean market.[7]

One method employed by Monsanto to increase sales of its genetically engineered soybean varieties has been to place specific requirements on any company wishing to sell Monsanto's Roundup Ready seed: these companies (often owned or indirectly controlled by Monsanto) had to agree that 90 percent of the sales of herbicide-tolerant soybeans would contain Monsanto's patented technology. This requirement was later dropped to 70 percent after Monsanto came under scrutiny from government regulators.[8] Through this sort of ownership and control of seed companies, Monsanto has been able to ensure that competition would remain small and that its patented genetically engineered crop varieties would be the ones most readily available to the American farmer.

With its domination of the U.S. seed market, Monsanto has put farmers between a rock and a hard place. For many farmers across the country, it has become difficult if not impossible, to find high quality, conventional varieties of corn, soy, and cotton seed. Making matters worse, the direction of land-grant university research has been shifting away from producing new conventional seed varieties and toward biotech applications. Research on conventional crops is now minimal and patents have replaced public ownership of these new varieties.

Research on conventional crops is dwindling and patents have replaced public ownership of new varieties.

While statistics on the availability of conventional seed are difficult to find, anecdotal evidence seems to suggest that Monsanto's varieties of genetically engineered seeds have effectively pushed other seed varieties off the market. Indiana soybean farmer Troy Roush says, "You can't even purchase them in this market. They're not available."[9] A farmer from Arkansas concurs: "It's getting harder and harder to find conventional [soybean] seed."[10] A Texas cotton farmer similarly reports: "Just about the only cottonseed you can get these days is [genetically engineered]. Same thing with the corn varieties. There's not too many seeds available that are not genetically altered in some way."[11]

Monsanto Goes on a Patenting Spree

U.S. patents granted to Monsanto for its "inventions" cover not only the unique gene sequences used to create a genetically engineered organism but also the seeds and plants themselves. Because the patents only allow for the exchange and use of seeds if a license is first obtained from the patent holder, farmers possessing patented seeds are prohibited by law from saving them for use the next year, essentially revoking a right that has been central to farming for over 10,000 years.[12]

As a result of the Supreme Court and U.S. Patent and Trademark Office (U.S. PTO) rulings on patents on life, Monsanto was able to seek patents on all its new genetic engineering techniques and genetically engineered seed varieties. So, throughout the 1980's and early 1990's, Monsanto actively built its genetic engineering capacity and was careful to patent its newly discovered techniques and products along the way, the first of which was a petunia developed in 1983. The flower was engineered using Agrobacterium tumefaciens, a bacteria that acts as a genetic engineer. A year later, Monsanto sent a claim to the U.S. patent office asserting ownership of an important genetic mechanism found in the cauliflower mosaic virus, which serves to activate genes. This mechanism, the 35S promoter, is one of the most important tools in the toolbox of any genetic engineer. When Monsanto was eventually awarded a patent for the promoter, it gained the ability to control its use by other biotech companies by forcing them to pay dearly for it.[13]

Monsanto currently holds 647 biotech plant patents, more than any other biotech company.

Patenting Life: A Brief History

Over the last two decades, rapid developments in biotechnology have led companies to depend increasingly on patent protections and to fight to expand the boundaries of what can be patented. Historically, however, life forms were excluded from patent laws based on the common belief that they were creations of nature, not human inventions.

With the passage of the Plant Patent Act (PPA) in 1930, both houses of Congress rejected the notion that sexually reproducing plants should be subject to patent protection. Again in 1968, a proposed amendment to the PPA was defeated that would have extended patent applications to include sexually reproducing plants. Following this defeat, however, Congress decided that some form of protection for these plants was warranted. In 1970, Congress enacted the Plant Variety Protection Act (PVPA), an alternative form of plant variety protection for sexually reproducing plants. The act grants a 20-year term of protection for most crops, and grants the owner exclusive rights to multiply and market the seed of that variety.[1] Significantly, Congress created two exemptions to the rights granted under the PVPA that would allow researchers to use PVPA-protected varieties in order to continue the free exchange of germplasm within the research community, and would allow farmers to save patented seed for re-planting.

The first patent on life was awarded in 1980 in the landmark case, *Diamond v. Chakrabarty*, in which the Supreme Court ruled by a 5-4 margin that living organisms (in this instance, a bacterium) could be patented. This decision paved the way for the U.S. Patent and Trademark Office (U.S. PTO) to decide in the 1985 case *Ex parte Hibberd* that sexually reproducing plants are patentable.[2] Following that decision, the U.S. PTO began accepting patent applications for such plants, despite the fact that Congress had never given the U.S. PTO authority to grant utility patents for sexually reproducing plants. Unlike the statutory exemptions included in PVPA, the plant utility patent allows its holders to exclude others from using the patented variety for research and agricultural purposes.

In 2001, the Supreme Court decision in *J.E.M Ag Supply v. Pioneer Hi-Bred International* upheld the patenting of plants, concluding that because Congress failed to explicitly exclude plants in the provision of the Patent Act that provides for utility patents there was no reason why extending patents to plants should be viewed as contrary to congressional intent.[3]

1 Section 2483 of the PVPA states, "Every certificate of plant variety protection shall certify that the breeder has the right, during the term of the plant variety protection, to exclude others from selling the variety, or offering it for sale, or reproducing it, or importing it, or exporting it, or using it in producing a hybrid or different variety therefrom, to the extent provided by this Act." 7 U.S.C. 2483.

2 Ex parte Hibberd, 227 U.S.P.Q. 443 (Bd. Pat. App. & Interferences 1985). Ex Parte Hibberd established the right of plant breeders to patent their plant materials under Section 101 of the Patent Act. This provided new opportunities and possibilities for plant breeders and seed companies to protect their products.

3 *See J.E.M. Ag Supply, Inc. v. Pioneer Hi-Bred Int'l., Inc.*, 534 U.S. 124, 127 (2001).

Monsanto currently holds 647 plant biotech patents, more than any other biotech company, and has a 29.82 percent share of all biotech industry research and development.[14]

Control Through Contract

Monsanto's control of germplasm through its ownership of seed companies and its domination of genetic technology and seeds through patent acquisitions are only two parts of the explanation for its current level of influence over U.S. agriculture. The third piece to the puzzle is the technology agreements that farmers are required to sign when they purchase seed containing Monsanto's patented technology. In short, these technology agreements (which will be discussed in greater detail below) force the farmer to buy new seed every season, rather than saving and replanting seed in the age-old farming tradition.

With these agreements in place, Monsanto effectively gains a license to control the seed even after the farmer has bought, planted and harvested it. This unprecedented level of control has had a profoundly negative impact on the livelihoods of many American farmers. Farmers who replanted saved Monsanto seed, frequently in ignorance of the strict terms of the agreement, have faced serious financial penalties that forced some into bankruptcy and put others out of business. Other farmers who never knowingly planted genetically engineered seed have been penalized when their seed was found to be contaminated with genetic material patented by Monsanto.

Guilt By Contamination

Under Monsanto's agreements, farmers can no longer save their seeds for later use, ending a 10,000-year-old farming tradition.

The proliferation of Monsanto's biotech crops within U.S. agriculture has impacted tens of thousands of farmers, as contamination of non-biotech crops with genetically engineered traits has affected nearly every major commercial crop in the United States. One needs only to look at the extensive contamination of our traditional seed supply *(see box Sources of Contamination)* or the StarLink corn fiasco *(see box Biological Pollution)* to see just how widespread contamination has become. The U.S. agricultural economy has suffered as a whole from the disappearance of foreign markets due to genetic contamination of conventional export crops.

The American Farm Bureau estimates that farmers have lost $300 million per year due to European markets refusing to take genetically engineered corn from the U.S.[15] Trade officials at the U.S. State Department believe the U.S. could lose as much as $4 billion annually in agricultural exports to the European Union due to the recent enactment of labeling and traceability requirements by the EU.[16] In some parts of this country and Canada, conventional and organic farmers alike have lost premium markets as they have been forced to sell contaminated crops into the genetically engineered crop stream.

Crop contamination is a serious problem that, so far, Monsanto has only been using to its advantage.

Sources of Contamination

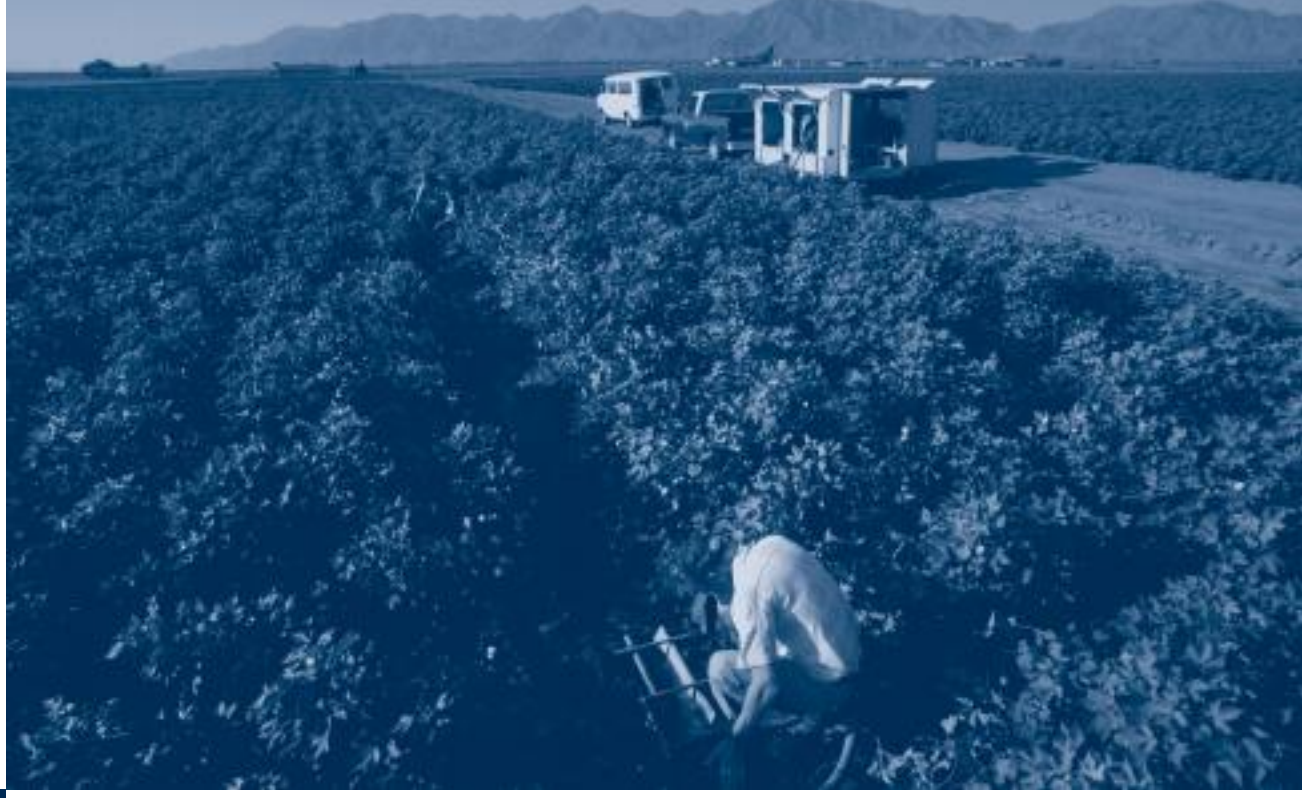
For farmers, sourcing seed that has not been contaminated by genetically engineered traits for cultivation has become increasingly difficult. Even certified seed will most often have some genetically engineered (GE) content. In Canada, a study conducted by researchers at the University of Manitoba, testing 33 samples of certified canola seed stock found that 32 of them were contaminated.[1] Similarly, in the United States, the Union of Concerned Scientists tested traditional seed stocks of corn, soy, and canola, and found at least 50 percent of the corn, 50 percent of the soy, and 83 percent of the canola to be contaminated with genetically engineered content.[2]

Seed source contamination has become so common that some large seed dealers are not willing to certify their non-genetically engineered varieties as free of GE content. A letter signed by Jerry Armstrong, vice president of Pioneer Hi-Bred, states the following, "Pioneer Hi-Bred International, Inc. validates that the following soybean products were developed using traditional plant breeding without the use of molecular genetic modification techniques...However, grain traits can be mingled mechanically in the grain handling process or genetically in the course of pollination. Thus 100% purity, either in genetic make-up or in the absence of foreign material content is currently not achievable for any agricultural product, including soybean seed."

For those farmers who do find and plant seed free of genetic contamination, the crop can still become tainted by harvest time when seed is spilled or blown from passing trucks, or is carried onto the farm by animals and birds. Additionally, farmers will often rent or share expensive equipment like combines, which frequently contain seeds left over from a previous harvest. Farmers who save their seeds have experienced contamination when they bring their non-genetically engineered seed to the local seed cleaner or cotton gin, and it is inadvertently mixed with another farmer's engineered seeds. With all these sources of contamination, it is no wonder that so many farmers are finding their fields tainted with patented genetically engineered traits.

1 Friesen, Lyle, et. al., *Evidence of Contamination of Pedigreed Canola (Brassica napus) Seedlots in Western Canada with Genetically Engineered Herbicide Resistance Traits,* AGRONOMY JOURNAL 95, 1342-1347 (2003).

2 Mellon, Margaret and J. Rissler, *Gone to Seed: Transgenic Contaminants in the Traditional Seed Supply*, Union of Concerned Scientists, (February 24, 2004), *available at* http://www.ucsusa.org/food_and_environment/biotechnology/page.cfm?pageID=1315.



Monsanto's Technology Agreement opens farmers' books and fields to virtually limitless scrutiny and incursion.

New Invasive Pest

Monsanto's Technology Agreement Hits Farmers Hard

CHAPTER

Monsanto's technology agreement requires farmers to give up their time-honored practice of saving seed, a crucial practice upon which the expansion of the germplasm base in modern agriculture depends. Through experimentation and natural selection of new plant varieties, farmers have helped to prevent genetic erosion by ensuring a diverse genetic pool from which other farmers and plant breeders can select. The commercial use of patented, genetically engineered seeds has dramatically altered this historic role of farmers.

In addition to signing the technology agreement, farmers are responsible for following the strictures and procedures laid out in the contract's supplementary 31-page publication, Monsanto's Technology Use Guide. Between these two documents, specific conditions subject farmers to invasions of privacy and property that have led to an undetermined number of patent infringement allegations. Certain provisions transfer liabilities associated with Monsanto's patented technology, including market burdens and contamination events, directly to the farmer.

When they sign Monsanto's technology agreement, farmers consent to significant invasions of their private property and personal records. The agreement allows Monsanto to access records concerning farmers' activities held by a number of third parties, such as the U.S. government. In particular, the agreement allows Monsanto to review USDA Farm Service Agency (FSA) crop reporting information on any land farmed by the grower. Access to the FSA form helps Monsanto to determine how many bags of seed a farmer was sold and how many acres of a particular crop were planted. This data can also be used to identify adjacent fields owned by neighboring growers—who may themselves be potential targets of Monsanto's investigations—without their consent.

Monsanto's invasive Technology Agreement allows access to virtually any documents during a farmer investigation.

Additionally, the technology agreement contains a broad provision giving Monsanto access to virtually any documents as part of a farmer investigation. Specifically, the agreement reads: "To allow Monsanto to examine and copy *any* records and receipts that *could be relevant* to Grower's performance of this Agreement"[17] (*emphasis added*). The breadth of this provision allows the company to obtain documents that are not necessarily directly related to a farmer's seed or chemical purchase, permitting Monsanto to assess a grower's financial state.

The Technology Use Guide also has provisions that allow for property investigations. For example, the following provision is directly aimed at cotton farmers:

> If Monsanto *reasonably believes* that a grower has planted saved cottonseed containing a Monsanto genetic trait, Monsanto will request invoices or *otherwise confirm* that fields in question have been planted with newly purchased seed. If this information is not provided within 30 days, Monsanto may inspect and test all of the grower's fields to determine if saved cottonseed has been planted.[18] (*emphasis added*).

The technology agreement also includes an enforcement mechanism for ensuring that farmers comply with Insect Resistant Management plans, also known as refuges, required by the Environmental Protection Agency

Monsanto's Failed Technology Drives Farmers to Court

Not only do farmers suffer from Monsanto's legal warfare, but many also experience crop failure due to deficiencies in Monsanto's genetically engineered seed. A number of these farmers have taken their own legal action against the company in attempts to recoup substantial financial loss. Bt cotton has been a frequent offender, failing to protect against bollworms and budworms and forcing farmers to spend extra time and money. In addition, these crops have been characterized by low germination rates, lower yields than conventional varieties, and smaller bolls that make harvesting difficult. Hundreds of farmers who planted faulty Bt cottonseed were represented in two cases filed against Monsanto in 1996: an on-going case filed in Texas represents over 100 farmers; and a case filed in Louisiana, settled in 1998, was a national class action representing all farmers who planted Bt cotton in 1996. In 1999, farmers again suffered from poor Bt cotton crops and three cases were filed against Monsanto. All settled out of court.

The failure of genetically engineered soybeans has also driven farmers to the courtroom. In 1998 a case was filed against Jacob Hartz Seed Co., a subsidiary of Monsanto, to recoup monies lost from planting defective Roundup Ready soybeans. The plaintiff testified that his yields dropped from 34.97 to 7.27 bushels/acre because the Roundup Ready seeds were infected with soybean mosaic virus. A judge awarded him $162,742.30 to compensate for this devastating crop loss.

when growing genetically engineered Bt crops. This mechanism provides Monsanto or its approved agent with an additional basis on which to legally enter a farmer's field.[19]

Placing the Market Burden on the Farmer

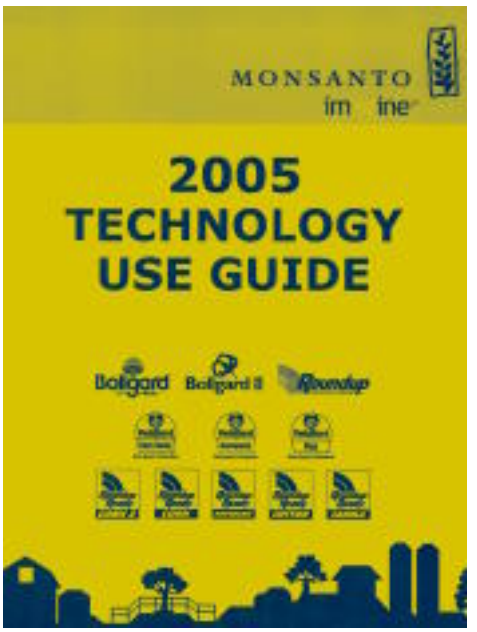
Due to skepticism about engineered crops, numerous countries have chosen not to approve for use or import many Monsanto seed varieties that are sold in the United States. Monsanto places the burden for finding markets for these "unapproved" genetically engineered crop varieties squarely on the farmer. The Technology Agreement states that a grower agrees "to direct grain produced from corn containing the Roundup Ready and/or YieldGard Rootworm trait(s) (including stacks) to appropriate markets as necessary to prevent movement to markets within the European Union (until issuance of final approvals)."[20] The Technology Use Guide provides information on how growers can channel their crops to grain handlers willing to accept crops not approved in the European Union, but it provides no assurances that markets for the genetically engineered crops will exist.[21]

Avoiding Blame for Spreading Patented Genetic Material

Monsanto's Technology Use Guide recognizes that genetically engineered crops are, by nature, transportable from a user's farm onto another farm by pollen flow or through seed movement via animals or equipment: "Since corn is a naturally cross-pollinated crop, a minimal amount of pollen movement (some of which can carry genetically improved traits) between neighboring fields is a well known and normal occurrence in corn seed or grain production."[22] Such pollen flow and seed movement presents a direct economic threat to farmers growing non-genetically engineered crops. Nonetheless, the Technology Use Guide implicitly provides that growers using genetically engineered seeds are under no obligation to prevent the spread of patented genetic traits to other neighboring farms. The Technology Use Guide states that growers of non-genetically engineered crops that certify their crops for specific markets "...assume the responsibility and receive the benefit for ensuring that their crop meets...specifications for purity."[23]

Permanently Tying Farmers to Monsanto

Once farmers sign a technology agreement, they are bound to Monsanto's oversight. An updated agreement is mailed to farmers each year, and farmers that continue to use Monsanto's technology after receipt of any new terms are automatically agreeing to be bound by the new terms.[24] Farmers who discontinue their use of Monsanto's genetically engineered seed face patent infringement allegations in the event that some of that seed from the previous year sprouts "volunteers" in fields converted to conventional varieties. By growing these volunteers and harvesting them along with the rest of their crop, farmers could be considered to be "using" Monsanto technology, despite not having purchased Monsanto seed that year. This inadvertent use, in combination with receiving a new technology agreement from Monsanto, could constitute tacit acceptance of



any new terms outlined in the agreement, thereby exposing the farmer to patent infringement prosecution.

Agreement Breaches Often End in Bankruptcy

The Technology Agreement exposes the seed-purchasing farmer to a huge financial liability. Should the farmer ultimately be found legally responsible for breaching the terms of the technology agreement, bankruptcy is not an uncommon outcome.[25] The agreement provides that if a grower saves, uses, sells or acquires seed for planting in violation of the agreement, the grower is liable to Monsanto for patent infringement. This liability can also lead to the grower paying Monsanto and its licensed technology provider(s) for their attorneys' fees and costs of enforcing the agreement.[26]

Bankruptcy filings by farmers are not uncommon after a legal victory by Monsanto.

Adding to these costs, Monsanto's technology agreement also places farmers at an additional disadvantage by requiring that the sole and exclusive jurisdiction and venue for all disputes (except those involving cotton) go to the U.S. District Court for the Eastern District of Missouri or the Circuit Court of the County of St. Louis[27]—both in Monsanto's hometown. Farmers from outside Missouri who are sued must not only battle the legal team of a big corporation but must also find a lawyer outside their home state.

Monsanto Spares No Expense in Investigating and Prosecuting Farmers, Committing Seventy-Five Employees and $10 Million to the Effort.

Prosecuting American Farmers

Monsanto's Investigations, Coerced Settlements & Lawsuits

CHAPTER

Investigations

The Process

Monsanto has devoted significant resources to its prosecution of farmers accused of violating the company's seed patents. It has built a department of 75 employees and set aside an annual budget of $10 million for the sole purpose of investigating and prosecuting farmers for patent infringement.[28] Monsanto promotes a toll-free telephone number that allows farmers and businesses to place confidential calls to the company and to report suspected "infringement" activities by neighbors and customers. The company says it receives hundreds of calls and letters each year about these potential patent infringement cases.[29] If Monsanto suspects someone, for instance, of planting saved seed, it will hire a private investigation firm, such as Robinson Investigations or Pinkerton, to pursue the farmer.[30]

In general, Monsanto's prosecution efforts can be divided into three stages: investigations of farmers, out-of-court settlements, and litigation against farmers. Far more farmers have been investigated than have been sued by Monsanto, but depicting the full scope of Monsanto's pursuit of farmers is nearly impossible. Nonetheless, public pronouncements and past reports paint a vivid picture of widespread investigation of farmers.

In 1998, Monsanto reported in a press release that there were some 475 patent violation cases, generated from over 1,800 leads, being investigated nationwide.[31] In 1999, *The Washington Post* reported that the number of investigations had reached 525 in the United States and Canada.[32] Monsanto confirmed this high level of investigative activity in an article published in 2003: "Monsanto has reviewed thousands of anonymous leads of growers allegedly

breaking the rules, and will follow up on other leads as they develop."[33] In a 2004 publication, Monsanto claimed that, "Nearly 600 new seed piracy matters were opened in 2003."[34]

More recently, in an *Omaha World-Herald* article from November 2004, it is mentioned that Monsanto will investigate 500 farmers this year, "as it does every year."[35] Drawing from these sources, it is reasonable to speculate that the number of farmers who have been investigated reaches into the thousands. CFS has spoken to several farmers who have confirmed Monsanto's aggressive actions. One farmer told CFS he was one of eight in his community to be investigated, and two others said they were among 25 in each of their communities to be investigated.[36]

Monsanto investigates at least 500 farmers each year for possible patent infringement.

Invasive Investigations

Monsanto's private investigators arrive unexpectedly on farmers' land and take samples from fields, often without permission, a practice that has instigated repeated trespassing accusations. "They say they don't trespass—that's bull," one individual told CFS, explaining that investigators in his town posed as land mappers in order to take pictures in farmers' fields and driveways.[37] Another farmer concurred, sharing that it "wasn't uncommon to see investigators taking pictures in his neighbors' fields."[38] In 1997, Monsanto attempted to alleviate farmers' concerns about these visits by removing from the 1996 Roundup Ready Soybean Grower Agreement a field-inspection provision allowing the company to access customers' fields.[39] As this report will show, the removal of this clause did not influence Monsanto's conduct.

Anecdotal evidence shows that investigators spend anywhere from a few hours to a few weeks collecting samples and other data from targeted farmers' land. Farmers often feel like criminals even before accusations are made, as investigators frequently solicit local police officers to escort them onto farmers' properties.[40]

The most invasive investigation known to CFS involves a Mississippi farmer who operates a farm supply business. Mitchell Scruggs first realized Monsanto was targeting him when he noticed investigators staked out around the outside of his store. Scruggs says his family could not leave their house, which shared space with his store, without feeling as though they were being watched by the nearby surveillance cameras. The company went so far as to purchase an empty lot across the street to

Farmers pursued by Monsanto often feel like criminals even before accusations of wrongdoing are made.

Monsanto's Legal Team

While most farmers are represented by a single attorney in the courtroom, Monsanto hires a number of law firms for almost every suit it files. For cases filed outside the Eastern District of Missouri, Monsanto hires an attorney from the farmer's local area to serve as local counsel. The three firms that appear most frequently on the complaints against farmers are Thompson Coburn, LLP, Husch & Eppenberger, LLC, and Frilot Partridge Kohnke & Clements. Specific attorneys most often include Joel E. Cape, Miles P. Clements and Wayne K. McNeil from Frilot Partridge, and Joseph C. Orlet from both Thompson Coburn and Husch & Eppenberger.

In its prosecution of farmers, Monsanto has also turned to multibillion dollar, "universally recognized" law firms. In Mitchell Scruggs' case—one of the only cases where there are almost as many defense attorneys on record as attorneys for Monsanto—Monsanto retained the law firm of Arnold & Porter.[1] Litigation experience with biotechnology patent cases is an exceptional strength among the 700 lawyers on this firm's staff. Homan McFarling and Kem Ralph are two farmers who have fought back hard against Monsanto, and when both of their cases went on appeal to the Federal Circuit, Monsanto retained former U.S. Solicitor General Seth P. Waxman of Wilmer, Cutler & Pickering, to prosecute the two farmers.[2]

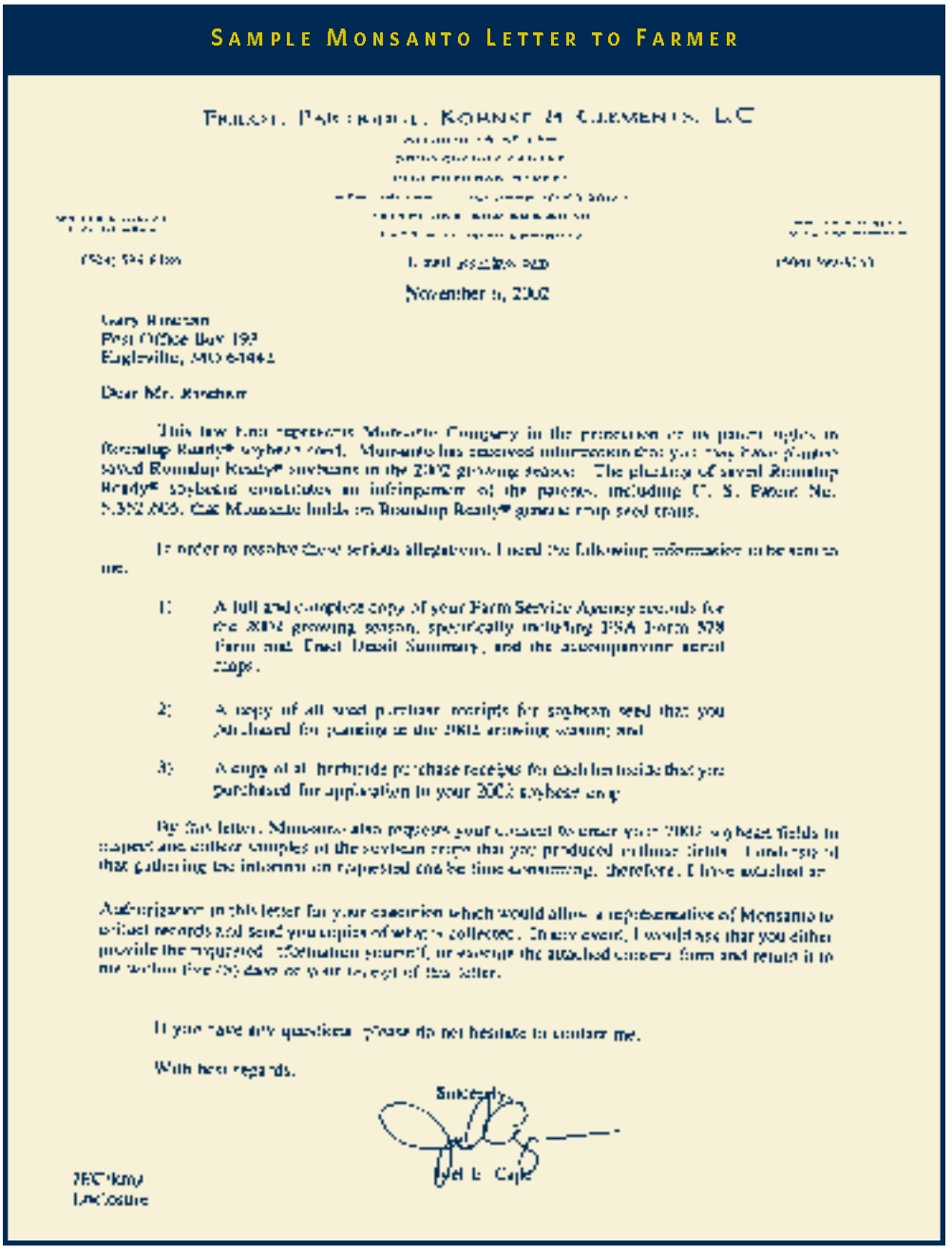
1 *Monsanto Co. v. Scruggs*, 249 F. Supp. 2d 746, 750 (N.D. Miss. 2001).

2 *Monsanto Co. v. McFarling*, 302 F.3d 1291, 198-1299 (Fed. Cir. 2002), Oct. 16, 2002.

aid in its surveillance, and investigators watched patrons of Scruggs' store from just 500 feet away. Investigators also harassed these customers by following several of them home and warning them not to do business with Scruggs. One farmer who was followed home by these investigators confessed, "[I] always thought they tried to get to him through me."[41] Planes and helicopters frequently passed overhead, and Scruggs learned from people at the local airport that they too were hired by Monsanto to survey his store and surrounding farmland. Throughout all of this, and even though the investigators' presence was obvious, they never approached Scruggs directly.[42]

While Scruggs' experience is evidence of the extreme measures employed by investigators in their efforts to acquire proof for Monsanto's allegations, at times investigators have been even more confrontational. While working in his general store one day, two men approached Gary Rinehart with a degree of aggressiveness that made him feel as though they were "just short of handcuffing" him. They asked if he was Gary Rinehart, identified themselves with business cards, and explained that they were there

Sample Monsanto Letter to Farmer



November 6, 2002

Gary Rinehart
Post Office Box 193
Eagleville, MO 64442

Dear Mr. Rinehart

This law firm represents Monsanto Company in the protection of its patent rights in Roundup Ready® soybean seed. Monsanto has received information that you may have planted saved Roundup Ready® soybeans in the 2002 growing season. The planting of saved Roundup Ready® soybeans constitutes an infringement of the patents, including U. S. Patent No. 5,352,605. Our Monsanto holds on Roundup Ready® genetic crop seed traits.

In order to resolve these serious allegations, I need the following information to be sent to me.

1) A full and complete copy of your Farm Service Agency records for the 2002 growing season, specifically including FSA Form 578 Farm and Tract Details Summary, and the accompanying aerial maps.

2) A copy of all seed purchase receipts for soybean seed that you purchased for planting in the 2002 growing season; and

3) A copy of all herbicide purchase receipts for each herbicide that you purchased for application to your 2002 soybean crop.

By this letter, Monsanto also requests your consent to enter your 2002 soybean fields to inspect and collect samples of the soybean crops that you produced in those fields. I understand that gathering the information requested can be time consuming, therefore, I have attached an

Authorization in this letter for your execution which would allow a representative of Monsanto to collect records and send you copies of what is collected. In any event, I would ask that you either provide the requested information yourself, or execute the attached consent form and return it to me within five (5) days of your receipt of this letter.

If you have any questions, please do not hesitate to contact me.

With best regards.

Sincerely,

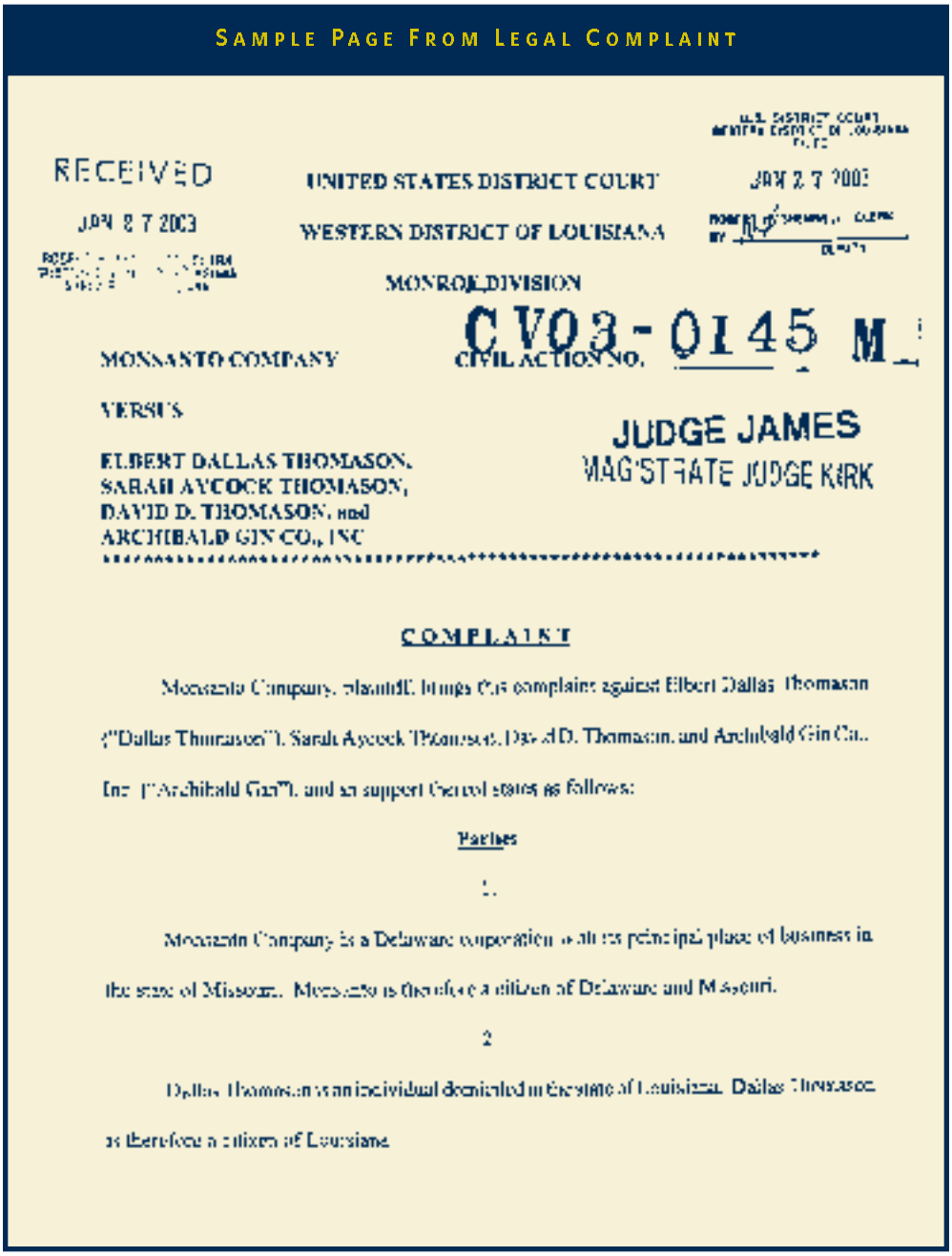
Joel B. Cagle

JBC/kmy
Enclosure

to settle with him about his soybean crop. Rinehart described one of the two men as "mouthy," "intense," and "smart alecky," and was embarrassed by the way the men treated him in his own store.[43] According to Rinehart's attorney, the investigators were told to leave "because their belligerent behavior was causing customers to exit the store."[44] Ironically, Gary Rinehart is not even a farmer—the investigators had pursued the wrong man.

A Nebraska soybean farmer experienced the threatening conduct of Monsanto's investigators when they first showed up on his property. After this farmer told the investigators that he was going inside to make some phone calls, one of the men proceeded to step in front of his front door, physically barring the farmer from entering his own home.[45]

Sample Page From Legal Complaint



RECEIVED

JAN 2 7 2003

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF LOUISIANA

MONROE DIVISION

JAN 2 7 2003

CV03-0145 M

MONSANTO COMPANY

CIVIL ACTION NO.

VERSUS

JUDGE JAMES

MAGISTRATE JUDGE KIRK

ELBERT DALLAS THOMASON,
SARAH AYCOCK THOMASON,
DAVID D. THOMASON, and
ARCHIBALD GIN CO., INC

****

COMPLAINT

Monsanto Company, plaintiff, brings this complaint against Elbert Dallas Thomason ("Dallas Thomason"), Sarah Aycock Thomason, David D. Thomason, and Archibald Gin Co., Inc. ("Archibald Gin"), and in support thereof states as follows:

Parties

1.

Monsanto Company is a Delaware corporation with its principal place of business in the state of Missouri. Monsanto is therefore a citizen of Delaware and Missouri.

2

Dallas Thomason is an individual domiciled in the state of Louisiana. Dallas Thomason is therefore a citizen of Louisiana.

Sometimes Monsanto's investigations involve entrapment. In July 1998, a man showed up at Illinois farmer Eugene Stratemeyer's farm and asked to buy some soybean seeds. Given that it was too late in the season to start a crop, the man explained that he wanted to grow the soybeans for erosion control. Stratemeyer agreed to do him this favor, charging the man only enough to cover the cost of cleaning and bagging the seed. As it turned out, Monsanto had hired this individual to purchase the seeds from Stratemeyer and soon after filed a lawsuit against Stratemeyer in his local court.[46]

Monsanto's investigators have used even more extreme tactics to deceive. In an effort to gain local confidence, one investigator reportedly attended Alcoholics Anonymous (AA) meetings. This individual, who befriended

Monsanto's investigators have been known to employ elaborate deceptions to gain farmers' trust.

members of the therapy group, was soon recognized as one of the investigators taking pictures of farmers in their fields and knocking on these same farmers' doors with news that they were under investigation for saving patented seed.[47]

Given the aggressive nature of these pursuits, it is not surprising that Monsanto has been accused of breaking and entering. One farmer is "convinced" investigators broke into his office after finding evidence that someone had tampered with papers on his desk, closed his blinds, and left seed purchasing tickets in his copy machine. He also witnessed investigators hiding behind gravestones in a nearby cemetery videotaping workers in his fields.[48]

Not only are these investigations overly intrusive, they often produce erroneous or fabricated evidence. When the Roush family received Monsanto's test results for samples taken from their fields in 1999, they found hand-drawn maps of fields in which the company claimed to have sampled for Roundup Ready soybeans. There was, however, one major flaw to this claim: In 1999, one field the company noted as having Roundup Ready soybeans was in fact planted with corn grown under contract for Weaver Popcorn Company. "Popcorn and soybeans look nothing alike," Troy Roush explained. "There is no way they were in that field."[49]

The Roushes' experience is not unique. Monsanto told Arkansas farmer Ray Dawson that it spent over $250,000 on hiring Pinkerton investigators to inspect his property for three to four weeks. The company apparently fired these investigators, as well as the attorneys that initially had been hired to handle the case, because they could not find proof of patent infringement. The second group of investigators hired by Monsanto spent two days conducting the same inspection, only this time they claimed to have found sufficient evidence of infringement.[50]

Coerced Settlements

Following investigations, Monsanto usually sends threatening letters via certified mail to farmers suspected of planting or selling saved patented seed. The letter typically requests that the farmer pay a specified sum of money to avoid legal proceedings. Under financial duress, many farmers who have been accused of patent infringement based on insubstantial evidence have decided to settle out of court rather than face an expensive and lengthy lawsuit.

One farmer said Monsanto told him it spent $250,000 investigating him before coming up empty handed.

Given the aggressive nature of the letters farmers receive announcing Monsanto's allegations, it is likely many farmers have been harassed or intimidated into settling out of court, innocent or not, in order to avoid paying substantial attorney fees. It has been reported that Monsanto's investigators and attorneys vaunt their courtroom success as a way to intimidate farmers into settling before the company engages in legal proceedings.[51] The most common threat farmers reported hearing was that Monsanto would "tie them up in court for years" if they chose not to settle. Gary Rinehart, the man investigators mistakenly pursued, recalls Monsanto's arrogant approach to farmers: "When they [investigators] came up here, they were bragging to other farmers about all of the farmers they had put out of business."[52]

Innocent or not, many farmers are coerced into settling out of court by Monsanto's strong-arm tactics.

In addition to sending threatening letters to farmers, Monsanto also distributes letters listing the names of farmers prohibited from purchasing its products to thousands of seed dealers each year. These letters often pressure farmers who wish to retain this purchasing right into settling out of court, regardless of the legitimacy of the company's investigation. "It's easier to give in to them than it is to fight them," said one farmer who is still restricted from using Monsanto's products as a result of challenging the company's claims in court.[53]

Many of these settlements with Monsanto, it has been reported, contain strict provisions that afford Monsanto the right to test the farmer's crops for a set period of time, typically five years. These provisions also require farmers

Monsanto claims it has settled with farmers for millions of dollars in total damages since 2000.

to present documents within 24 hours of Monsanto's request, purchase a specific quantity of the company's products, and disclose names of other people who have saved the company's seeds. The settlements are usually confidential.

In 1999, *The Washington Post* reported that nearly half of the company's 525 investigations had been settled.[54] While this is the only publicly available source describing (pre-legal action) settlements resulting from farmer investigations, Monsanto claims that since 2000, it has settled for millions of dollars in total damages.[55] Due to the confidential nature of these settlements, exact amounts farmers agree to pay Monsanto are not available; nevertheless, we do know that one farmer, Carlyle Price of North Carolina, settled for $1.5 million.[56]

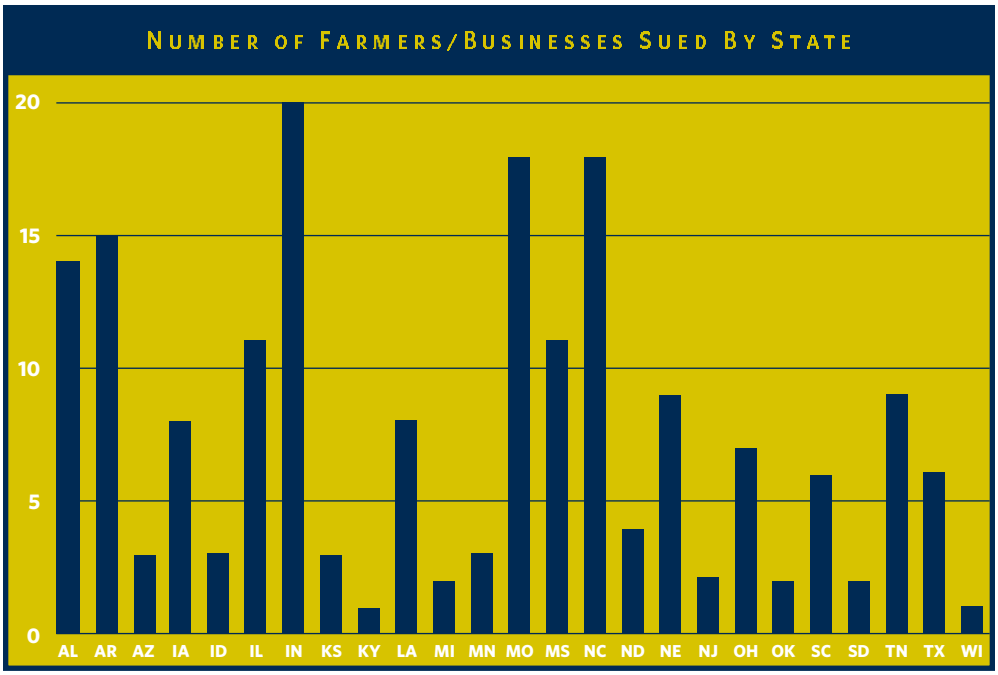
The company says it is not looking to profit from these settlements and claims the settlements go toward scholarships and other educational initiatives. A Monsanto spokesman, Brian Hurley, reported that any money the company wins is donated to the American Farm Bureau to pay for scholarships, but evidence shows that the company directs only $150,000 per year to the American Farm Bureau Foundation for Agriculture in the form of scholarships.[57] It is unknown where the remaining millions are directed.

Some farmers agree to sign a settlement obligating them to purchase Monsanto's products because the offered deal provides for a much smaller settlement fine. Clearly, this provision exemplifies Monsanto's goal of binding farmers to its genetically engineered seeds and contracts. However, some farmers refuse to settle and subject themselves to paying both attorney fees and larger settlements in order to avoid making a commitment to Monsanto.[58]

Those not willing to acquiesce to Monsanto's demands enter the most aggressive stage of these pursuits—the lawsuit.

Lawsuits

As part of a multiyear research project, CFS has collected and analyzed the numerous lawsuits Monsanto has filed against American farmers. What follows is a summary of specific data compiled regarding these lawsuits. (See Appendix A: Lawsuits Filed Against American Farmers by Monsanto, for detailed information regarding these lawsuits).[59]



Number of Farmers and Businesses Sued Per State

1. Status of Lawsuits Filed Against U.S. Farmers

- Monsanto has filed 90 lawsuits based upon purported violations of its technology agreement and its patents on genetically engineered seed technology.[60]
- These cases involve 147 farmers and 39 small businesses/farm companies.[61]

2. Number of Active Lawsuits

- As of December 2004, 19 of the 90 cases filed by Monsanto against farmers are on-going.

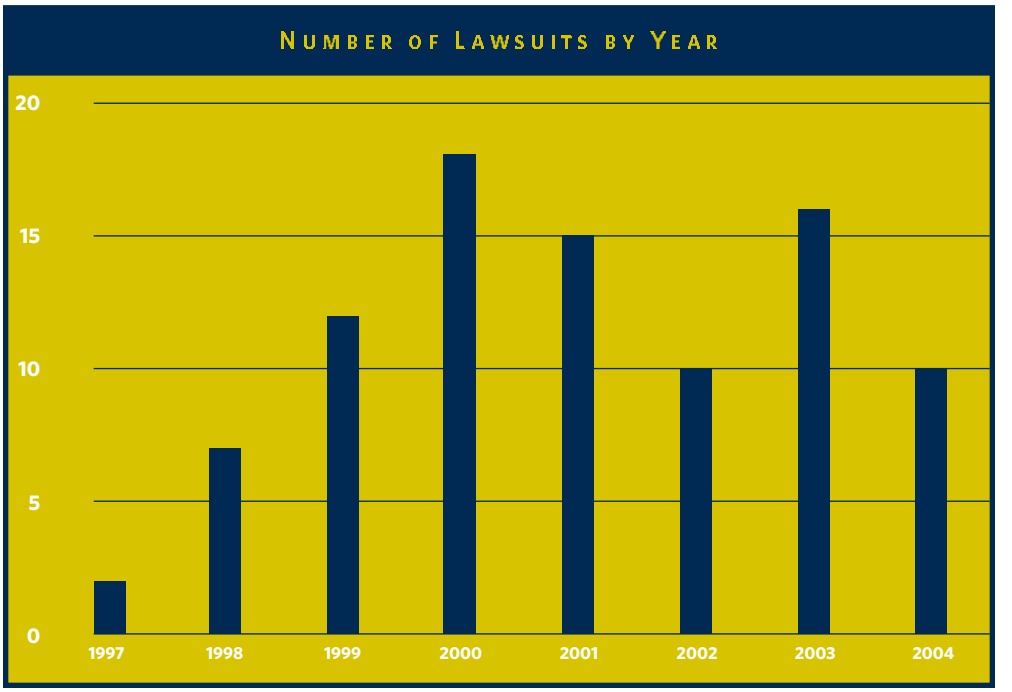
3. Lawsuits Filed by Geographic Location

- Monsanto has sued farmers and small businesses/farm companies residing in 25 different states.

Monsanto's actions against American farmers have affected farmers nationwide. However, 46 of the lawsuits have been filed in Monsanto's hometown jurisdiction of St. Louis, Mo.[62] The forum selection clause contained in Monsanto's technology agreement gives Monsanto this home field advantage.

- Of the 46 cases filed in the Eastern District of Missouri, only two defendants were successfully able to remove their case to another jurisdiction.[63]

4. Lawsuits Filed by Year



5. Information on Judgments

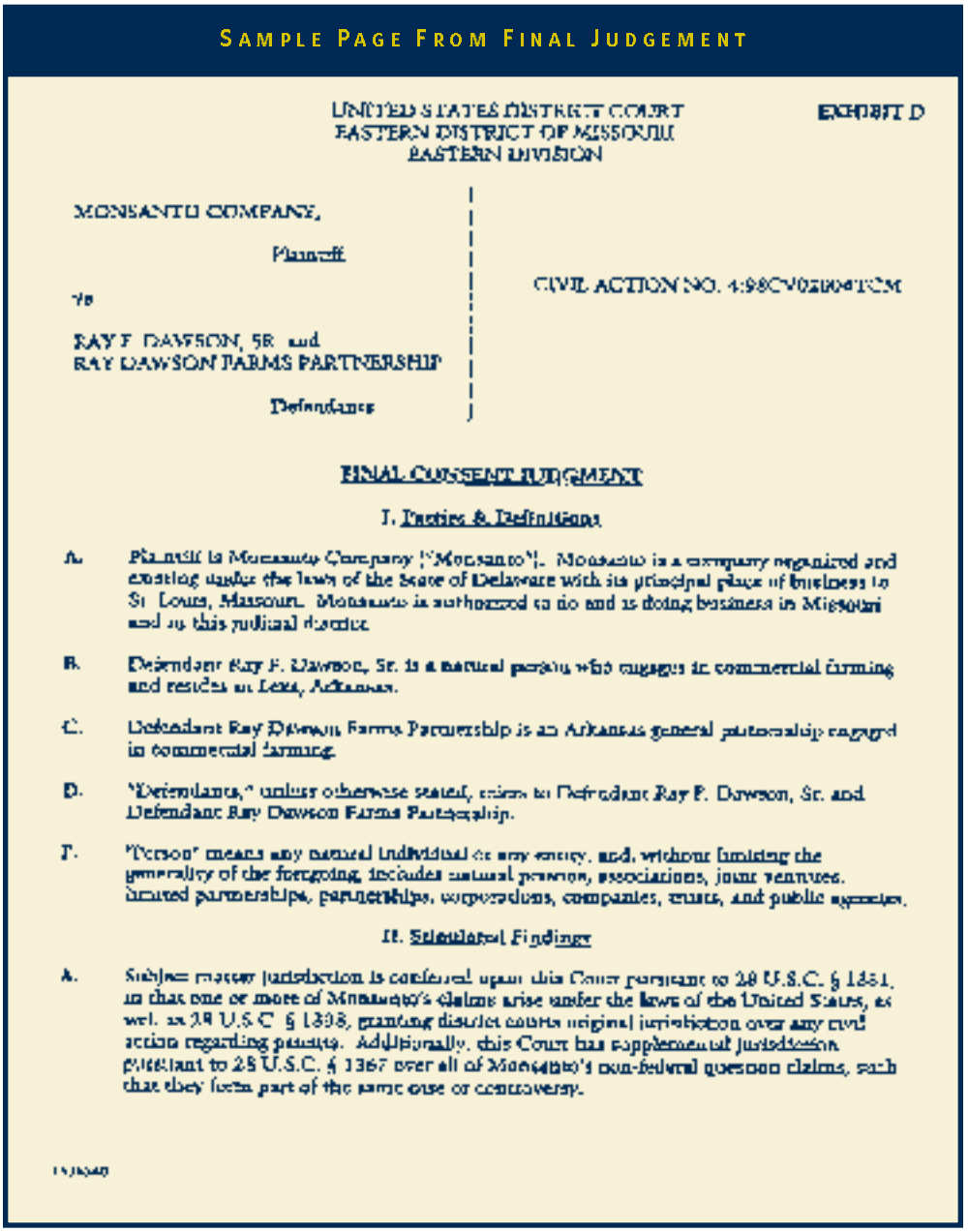
In many cases, the final results of Monsanto's lawsuits against farmers remain unknown as they have ended in confidential settlements that cannot be disclosed without risking further sanctions by the court. Farmers who breach this confidentiality stipulation risk the annulment of their settlement, and may face a fine that is considerably larger than their judgment.[61] Of those cases with publicly recorded monetary judgments, the data reveal a number of sizeable payments to Monsanto. In many cases, the figures indicated may be lower than the actual payments farmers have to make because they may not include expert witness fees, post judgment interest, plaintiff's attorney fees, costs of testing fields, etc. For example, in *Monsanto Co et al v. Thomason et al*, which involved two plaintiffs, Monsanto Company and Delta Pine, the defendants had to pay $447,797.05 to Monsanto and $222,748.00 to Delta Pine in damages. In addition, they also faced $279,741.00 in attorney fees to Monsanto, $57,469.13 in costs and advanced expenses, and $75,545.83 for testing fields, as well as additional attorney fees to Delta Pine to the tune of $82,281.75 and $5,801.00 in costs and advanced expenses.[65]

Farmers issued monetary judgments are typically also issued permanent injunctions. Farmers with injunctions are forbidden from buying and/or selling Monsanto's products.

Cases Arranged by Size of Known Judgements

Case	Monetary Award	Date
Anderson, No. 4:01:CV-01749	3,052,800.00	6/4/03
Dawson, No. 98-CV-2004	2,586,325.00	12/19/01
Ralph, No. 02-MC-26	2,410,206.00	7/29/03
Roman, No. 1:03-CV-00068	1,250,000.00	8/17/04
McAllister (S.B.D., Inc.), No. 02-CV-73	1,000,000.00	9/10/04
Eaton, No. 00-CV-435	866,880.00	10/11/01
Thomason, No. 97-CV-1454	447,797.05	8/20/01
Etheridge, No. 00-CV-1592	377,978.15	6/4/02
Morlan, No. 02-CV-77	353,773.00	3/3/04
Gainey, No. 03-CV-99	338,137.00	2/23/04
Rogers, No. 02-CV-358	325,298.00	5/7/04
Trantham, No. 00-CV-2656	318,397.50	10/2/01
Schuler, No. 01-CV-1015	239,289.00	5/24/02
Godfredson, No. 99-CV-1691	175,000.00	6/20/01
Kelley, No. 4:2004cv01428	163,770.00	11/12/04
Lea, No. 00-CV-37	140,665.00	5/27/02
White, No. 00-CV-1761	115,000.00	9/7/01
Tabor, No. 03-CV-1008	110,000.00	2/11/04
Styron, No. 1:98-CV-00654	100,000.00	3/15/99
Hartkamp, No. 6:00-CV-164	75,000.00	8/30/01
Robinson, No. 03-CV-00115	75,000.00	4/29/04
Snowden, No. 5:00-CV-00044	75,000.00	2/24/00
Britt, No. 02-CV-10	67,664.80	8/3/02
Corbett, No. 03-CV-207	65,000.00	4/28/03
Harris, No. 01-CV-253	62,674.00	9/12/02
Hunt, No. 02-CV-11	61,150.00	12/23/02
Knackmus, No. 98-CV-261	50,000.00	8/17/98
Rogge, No. 4:01-CV-03295	48,720.00	4/25/02
Garbers, No. 99-CV-632	45,000.00	8/13/99
Moore, No. 99-CV-1195	44,000.00	2/7/01
Meekins, No. 02-CV-33	42,742.80	7/8/02
Meekins, No. 02-CV-32	41,795.60	7/9/02
Hicks, No. 03-CV-3249	41,753.75	8/12/04
Garrell, No. 01-CV-230	34,316.89	8/19/02
Timmerman, No. 02-CV-1631	30,000.00	6/12/03
Stratemeyer, No. 99-CV-1218	16,874.28	6/24/04
Bates, No. 97-CV-953	5,595.00	2/20/98

Sample Page From Final Judgement



UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

EXHIBIT D

MONSANTO COMPANY,

Plaintiff

vs

RAY F. DAWSON, SR. and
RAY DAWSON FARMS PARTNERSHIP

Defendants

CIVIL ACTION NO. 4:98CV02100TCM

FINAL CONSENT JUDGMENT

I. Parties & Definitions

A. Plaintiff is Monsanto Company ("Monsanto"). Monsanto is a company organized and existing under the laws of the State of Delaware with its principal place of business in St. Louis, Missouri. Monsanto is authorized to do and is doing business in Missouri and in this judicial district.

B. Defendant Ray F. Dawson, Sr. is a natural person who engages in commercial farming and resides in Leola, Arkansas.

C. Defendant Ray Dawson Farms Partnership is an Arkansas general partnership engaged in commercial farming.

D. "Defendants," unless otherwise stated, refers to Defendant Ray F. Dawson, Sr. and Defendant Ray Dawson Farms Partnership.

E. "Person" means any named individual or any entity, and, without limiting the generality of the foregoing, includes natural persons, associations, joint ventures, limited partnerships, partnerships, corporations, companies, trusts, and public agencies.

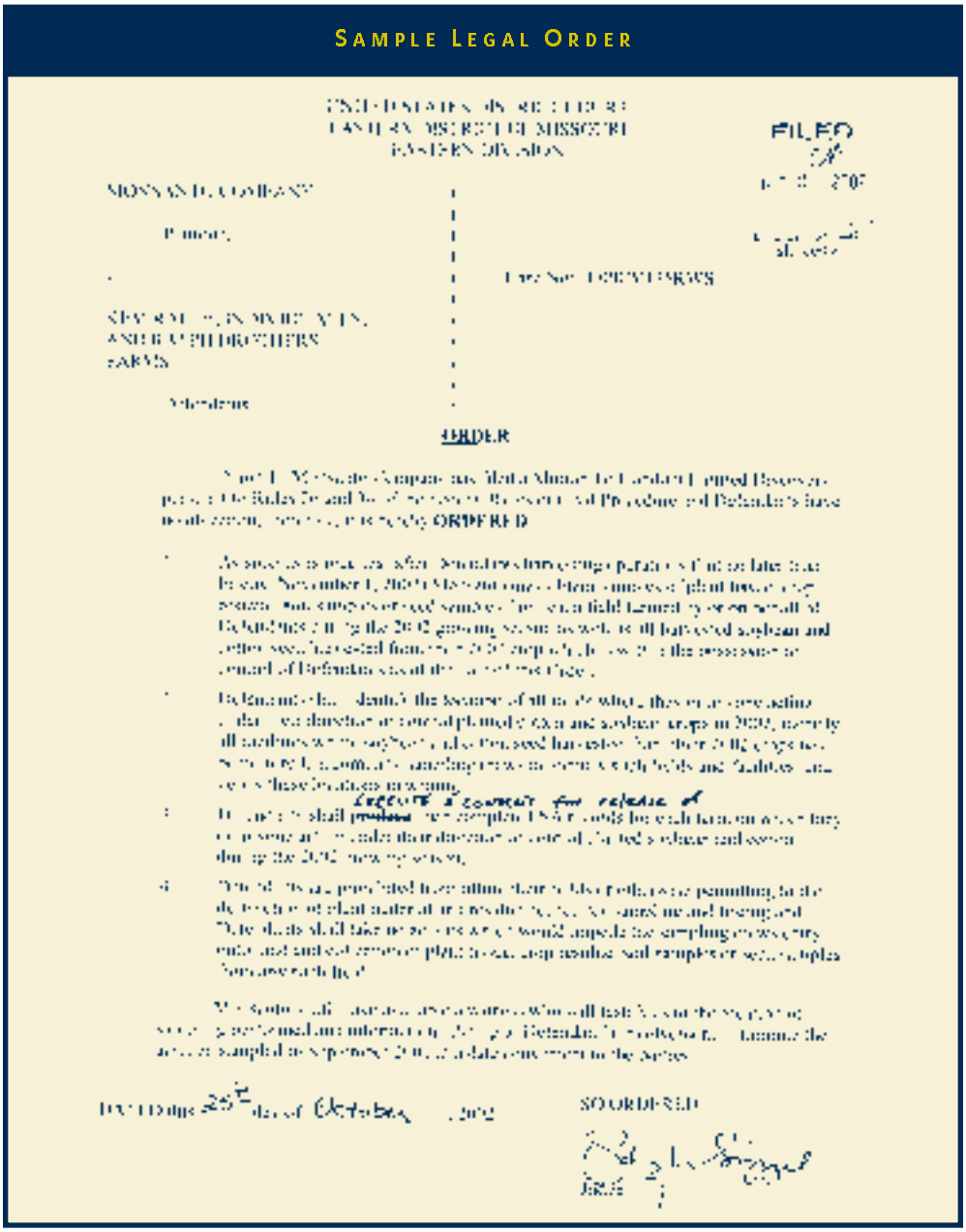
II. Stipulated Findings

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

Page 1 of 10

- The largest recorded judgment made in favor of Monsanto as a result of a farmer lawsuit is $3,052,800.00.
- Total recorded judgments granted to Monsanto for these lawsuits amount to $15,253,602.82.
- For cases with recorded judgments, farmers have paid a mean of $412,259.54.
- The median settlement is $75,000.00 with a low of $5,595.00 and a high of $3,052,800.00.[66]

Sample Legal Order



ORDER

6. Lack of Adequate Legal Defense Representation

Monsanto, a multi-billion dollar company, is pressing cases against farmers who operate on a comparatively thin profit margin and, thus, have far fewer legal resources.[67] Many farmers cannot afford legal representation and must fight Monsanto alone if sued by the company. Farmers who are sued by Monsanto and cannot afford legal representation face even higher expenses if they signed a technology agreement since they are forced to answer a complaint in the federal court in St. Louis, regardless of where their farm is located.

- Nine defendants do not have attorneys of record listed, three are on record as representing themselves *(Pro Se)* and five had partial representation throughout the course of their lawsuit.

FARMERS ARE BEING SUED FOR HAVING GMOS ON THEIR PROPERTY THAT THEY DID NOT BUY, DO NOT WANT, WILL NOT USE AND CANNOT SELL.

Tom Wiley
a North Dakota farmer

Battling Monsanto

Farmers Share Their Stories

CHAPTER

Monsanto's technology agreement affords it substantial protections by holding farmers liable for its own uncontrollable technology. In less than a decade, Monsanto's patented genetic traits have contaminated more than half of the conventional corn and soybean seed supply and nearly all the conventional canola seed supply in the United States.[68] The concern that cross-pollination (also referred to as "genetic drift") is unavoidable was confirmed by a British Royal Society report that found hybridization between plants to be pervasive, frequent, and not limited by physical barriers such as buffer zones.[69] While some argue that coexistence between conventional and transgenic crop varieties is possible, history shows us the extent and frequency to which these precautionary efforts have proved inadequate.

Monsanto acknowledges these events, stating: "In cases of unintended appearance of our proprietary varieties in a farmer's fields, we will surely work with the farmer to resolve the matter to the satisfaction of both the farmer and Monsanto."[70] This suspect promise is used by Monsanto to alleviate farmers' fears associated with the company's technology. Nevertheless, cases involving the unintended presence of Monsanto's patented traits in plants have yet to end in a farmer's favor.

Given the insistent nature of Monsanto's legal pursuits, it is not surprising that farmers have been sued for unknowingly possessing or selling the company's patented technology. A North Dakota farmer, Tom Wiley, explained it this way: "Farmers are being sued for having GMOs on their property that they did not buy, do not want, will not use and cannot sell."[71] Until courts recognize intent as a factor in these patent infringement cases, farmers and their lawyers face an uphill battle in cases involving the unwanted presence of Monsanto's patented traits in crops.

Despite the variety of circumstances under which these lawsuits are filed, Monsanto approaches each case with relentless force. No one can explain the extreme imbalance of power and legal support, as well as the unjust nature of some of the company's claims, better than the farmers involved.[72] Although we do not know the details of the out-of-court settlements that have taken, and are still taking, place, we can look to farmers who have been sued to determine just who is being targeted with these aggressive lawsuits. At a time when Monsanto is touting its concern for American farmers, many of them are busy telling a very different story—to a judge.

Contamination Events

Biological Contamination

The most famous of all the Monsanto patent infringement cases involves Canadian canola farmer Percy Schmeiser.[73] Monsanto's genetically engineered canola was found on Schmeiser's land, but it is undisputed that he neither purchased nor planted the company's seed. For seven years Schmeiser fought to prove that the seed arrived on his land through genetic drift or from trucks carrying seed to grain elevators. Unfortunately, the lower courts were not concerned as to *how* the seed wound up on the land, only that Schmeiser knew he possessed Monsanto's intellectual property and had not paid for it.[74] As Schmeiser's attorney Terry Zakreski, explained: "Monsanto has a problem. It's trying to own a piece of Mother Nature that naturally spreads itself around."[75] Even the vice president for Monsanto Canada, Ray Mowling, concurs: "[Monsanto] acknowledges that some cross-pollination occurs, and acknowledges the awkwardness of prosecuting farmers who may be inadvertently growing Monsanto seed through cross-pollination or via innocent trades with patent-violating neighbors."[76]

Monsanto has a problem. It's trying to own a piece of Mother Nature that naturally spreads itself around.

Attorney for a farmer

The Supreme Court of Canada heard Schmeiser's appeal of the lower courts' decisions on January 20, 2004, and on May 21, 2004 publicly announced its decision. Schmeiser was found guilty of patent infringement yet not liable to pay Monsanto any damages.[77]

We can assume that Schmeiser is just one of many farmers who has been targeted for possessing a technology he neither bought nor planted.

Biological Pollution

Biological contamination of non-genetically engineered crops with pollen from genetically engineered crops has become a serious problem in North America. Measures taken to prevent contamination, such as buffer zones, have proven ineffective, as the distances recommended for segregation are inadequate. The most recent indication that genetically engineered organisms have serious potential for contamination comes from a study conducted by the EPA that found pollen from genetically engineered bentgrass traveled at least 13 miles from the field in which it was planted.[1] Similarly, a 2003 British study found that genetically engineered oilseed rape cross-pollinated with non-engineered oilseed rape more than 16 miles away. While contamination can occur in virtually any crop, the most serious problems to date have been with corn and canola, the two main genetically engineered open-pollinated food crops cultivated in North America.

In the eight or nine years that canola varieties genetically engineered to be resistant to herbicides have been planted in Canada, they have cross-pollinated to such an extent that canola plants resistant to three or more herbicides are not uncommon. These unwanted, herbicide-resistant canola plants are showing up in fields planted with other crops and are causing a serious weed problem.

Another British study found that engineered canola can contaminate conventional and organic canola varieties for longer than 16 years.[2] Organic farmers in Canada suffering from contamination have filed a class action lawsuit against Monsanto and Bayer seeking damages for the loss of the premium price their crops command since they can no longer guarantee that their harvest is 100 percent pure.[3]

Perhaps the most salient example of genetic contamination involves the case of StarLink, a variety of corn never approved for human consumption that was first commercialized in the U.S. in 1998. By the year 2000, StarLink had cross-pollinated to such an extent that although only 1 percent of Iowa cornfields were sown with StarLink, harvests from half the state's fields showed at least a trace of contamination.[4] In the fall of 2000, the FDA was forced to recall 300 corn products from U.S. supermarkets due to StarLink contamination. Despite attempts to eradicate all traces of StarLink, it has continued to show up in U.S. cornfields, and foreign corn markets have been lost year after year. Recently, a group of farmers was awarded a $110 million settlement for the loss of foreign markets due to StarLink contamination.[5]

Even Monsanto admits that pollen-flow is inevitable. In its 2005 Technology Agreement, Monsanto writes: "Since corn is a naturally cross-pollinated crop, a minimal amount of pollen movement...between neighboring fields is well known and is a normal occurrence in corn seed or grain production."[6] Clearly, contamination of non-genetically engineered varieties by pollen from engineered crops is virtually unavoidable in North America today.

1 Watrud L.S., E.H. Lee, A. Fairbrother, C. Burdick, J. R. Reichman , M. Bollman, M. Storm, G. King, P.K. Van de Water, Evidence for landscape-level, pollen-mediated gene flow from genetically modified creeping bentgrass with CP4 EPSPS as a marker. Proc Natl Acad Sci U S A. Oct 5, 2004, 101(40):14533-8

2 Squire, G., G. Begg and M. Askew, The potential for oilseed rape feral (volunteer) weeds to cause impurities in later oilseed rape crops, Department for Environment, Food and Rural Affairs, (August 2003), available at http://www.defra.gov.uk/environment/gm/research/pdf/epg_rg0114.pdf.

3 Kanina Holmes, Canadian Organic Farmers Sue Monsanto on GM Crops, REUTERS, (January 11, 2002).

4 Organic crop certifiers decry transgenic contamination, CROPCHOICE, (May 1, 2002), available at http://www.cropchoice.com/leadstrya16a.html?recid=310.

5 Paul Elias, Biotech firms pay $110 million to settle StarLink lawsuit, ASSOCIATED PRESS, (February 7, 2003), available at http://ipm.osu.edu/trans/023_071.htm.

6 Monsanto Co., 2005 Technology Use Guide, at 17.

Unwanted Volunteer Crops

Volunteer crops that spring up in conventional crop fields create patent infringement liability for the farmer.

Farmers who have purchased and planted Monsanto's seeds only to experience grave disappointment with the product are also at risk of a lawsuit as a result of crop "volunteers." Volunteer plants grow from seed that has not been deliberately sown; typically seeds that failed to germinate in the previous season or that fall from a plant prior to harvest. Should volunteer plants containing Monsanto's patented traits show up in a field that has been converted back to conventional varieties, farmers become potentially liable for patent infringement. In the case of Arkansas farmer Glen Eaton, crop volunteers may be the reason he found himself in court.

According to legal documents, a judge found that it is "undisputed that Eaton does not know how the seeds he planted in 1999 came to test positive for Roundup Ready tolerance" even though Monsanto asserts that Eaton knowingly planted its technology in 1999 and 2000. There are two possible explanations for how Monsanto's patented traits showed up in Eaton's fields during the years he claims to have not planted Roundup Ready seeds: crop volunteers, and/or mixed samples.[78]

Eaton claims that Roundup Ready soybeans planted in 1997 and 1998 experienced "shattering," an event where bean pods open before they are harvested, resulting in "devastating yield losses."[79] One of Eaton's neighbors testified that Eaton's soybean fields did indeed experience terrible shattering, and that he could actually "hear beans popping out."[80] Eaton claims that the

shattering of his soybeans in 1997 and 1998 resulted in smaller yields, and that he continues to suffer damage from shattering because volunteer seeds containing Roundup Ready seed technology have infested his fields and carry over from year to year."[81]

North Dakota farmer Rodney Nelson has found it necessary to safeguard his farming operation from patent infringement allegations by investing in precautionary measures.

Another farmer in Eaton's region testified that he too has experienced an infestation of volunteer plants in his fields and explained that his field "looked like a full stand of beans" in the spring before planting. In addition, "experts for both parties have also testified that they personally have viewed, or been presented with evidence of, fields with substantial volunteer crops."[82]

The second explanation for Eaton's crops testing positive for Monsanto's technology is that his crop consultant may have mixed the samples collected from his grain bins following the 1998 harvest. This would have resulted in Eaton inadvertently saving Roundup Ready soybeans for replanting in 1999 and mistakenly selling the conventional soybeans as a commodity. Eaton, believing he was planting conventional soybeans, did not apply Roundup to his crops in 1999. Although it appears that Eaton did not intentionally violate any of Monsanto's patents, his lawsuit resulted in a confidential settlement in 2001.

Protection Money

North Dakota farmer Rodney Nelson has found it necessary to safeguard his farming operation from patent infringement allegations by investing in precautionary measures. These measures include spraying a strip of Roundup on his conventional soybeans ($4,500, not including the cost of lost beans), testing the genetic material in his soybeans ($4,000), and hiring an engineering firm to document positions in his fields using a Global Positioning System ($3,700). This precaution stems from a past experience with Monsanto. In 2000, the company sued the Nelson family for patent infringement based on insubstantial evidence. Although the North Dakota State Seed Arbitration Board found no support for Monsanto's claims, the Nelson family was forced to sign a confidential settlement after spending nearly $200,000 in legal fees. In 2000 and 2001, the strip of land sprayed with Roundup had several herbicide-tolerant plants in its 17-mile wake, proving the Nelsons were rightfully concerned about Roundup Ready volunteers showing up in fields sown with conventional soybeans.

One Farmer's Costs for Protection

Spraying Roundup	$ 4,500
Testing the genetic material	$ 4,000
Global Positioning System	$ 3,700
Total Investment	**$ 12,200**

Farmers Who Unknowingly Planted and/or Sold Monsanto Seed

One of the more drastic examples of a riches to rags story as the result of prosecution by Monsanto involves Hendrik Hartkamp, who moved to the U.S. from Holland in 1998 after selling a dairy operation there. After arriving in the U.S., Hartkamp purchased a ranch in Oklahoma and hired someone to manage the agricultural operation. Unknown to him, the ranch included a grain bin containing an undetermined amount of Roundup Ready soybean seeds. On April 3, 2000, Hartkamp was sued by Monsanto for using its patented technology without a license, even though his use was entirely unwitting.[83] Virtually destitute after his millions were lost on defending himself against Monsanto, Hartkamp reportedly sold his farm for much less than he paid for it and left for Belize.

In a similar story, the Thomason family was tied up in court for years for unknowingly possessing Monsanto's Bt cotton after they were sold the seeds in a plain brown bag. The seed dealer neither told the Thomasons that the variety of seed was patented nor asked to have a technology agreement signed. The Thomasons were sued for over a million dollars for the 4,000 acres on which they unknowingly planted Bt cotton. The rewards paid to Monsanto profoundly misrepresent the actual "damages" to the company. Farmers like the Thomasons who can barely afford to defend themselves in these cases are often left with no choice but to file for bankruptcy—even when they never intentionally planted Monsanto's technology.[84]

> "We own you- we own anybody that buys our Roundup Ready products."
>
> As told by Monsanto to a U. S. farmer

Farmers Who Never Signed the Technology Agreement but Saved Seed

Although seed dealers are making an increasing effort to encourage farmers to sign Monsanto's technology agreement, this obligation is not always taken seriously.[85] Farmers who plant Monsanto's seeds, and have never seen or signed a technology agreement, may not be aware of the strict provisions associated with using patented technology. For most farmers, it is implausible to equate the traditional practice of saving seed to a crime. Many farmers have saved their seed out of ignorance. As one farmer explained, "I assumed that after I paid the tech fee they were mine."[86]

Sample of Forged Signature

MONSANTO TECHNOLOGY AGREEMENT 5666976

FARM INFORMATION

GROP INFORMATION FOR THE 1998 GROWING SEASON

MONSANTO TECHNOLOGY CENTER PRIMARY AG CHEMICAL RETAILER

WARREN CO-OP
BOX 476
WARREN IN 46792

SIGNATURE & DATE REQUIRED

Fake Signature

TECHNOLOGY CARE

OCT 0 5 1998

EXHIBIT

Forging farmers' signatures on Technology Agreements is called "common" by seed dealers. Nearly one in 10 of Monsanto's lawsuits involve such forgeries.

Actual Signature

At least six of 90 lawsuits brought by Monsanto involved the forged signature of a farmer.

It was not until U.S. Marshals arrived at Eugene Stratemeyer's property that he learned replanting his seeds was an illegal practice.[87] He was quoted in the newspaper as saying, "I didn't know about this at all... I found out I couldn't replant my own seeds when the marshals showed up on my land and seized my soybeans. The first time I became aware of this was right then when I found out about the lawsuit."[88]

At least six of the 90 lawsuits, including Stratemeyer's, involve a forged signature on a technology agreement, a practice documented as common among seed dealers.[89] Even though at least 25 of the farmers sued by Monsanto never signed an agreement (most of whom have never seen one), the court does not bar Monsanto from suing them for patent infringement, only from suing to enforce the terms of the technology agreement.[90]

Stratemeyer has filed a class action lawsuit against Monsanto for its procurement and use of forged signatures on technology agreements. Based on the output of seed dealers known to have been engaged in forging technology agreements, it is possible that 40 percent of the agreements warehoused by Monsanto are forgeries.[91]

One farmer who never saw an agreement settled with Monsanto for upwards of $100,000. He recounted that the company told him, "We own you—we own anybody that buys our Roundup Ready products." This farmer asserts that he was never told that he could not save his seed, only that he was not allowed to sell it to others.[92]

These legal pursuits affect both farmers' families and reputations. Ray Dawson, who also never signed an agreement, commented, "They [Monsanto] pushed me as hard as they could until they got enough publicity. If you're looking for a bully story, I don't know a worse case than what I went through." Monsanto threatened Dawson's wife with jail time for perjury by accusing her of lying in her deposition. "We had to end it," she said. She couldn't handle the case dragging on any longer and felt there was no other way to rid her family of Monsanto's constant harassment than to pick up a pen and write the check.[93]

Farmers feeling the pressure of a Monsanto legal action often settle out of court to end the harassment.

Another farmer who never signed an agreement has become the "black sheep" of his town. After Monsanto used local media to create and spread a negative reputation for this farmer, acres he once rented were no longer available to him. "We don't want to associate with you," is what this farmer has been told. "I don't anticipate what they'll get out of this," he explained. "I've refinanced things the last couple years to pay [for the lawsuit]." He has started selling farm equipment in order to defend himself in his case, and the notion of bankruptcy is becoming increasingly real.[94]

Farmers Who Signed the Technology Agreement and Saved Seed

The strict provisions outlined in Monsanto's technology agreement are often not read by the farmers who sign them—much less understood by them. To date, the complicated and unreasonable terms of Monsanto's technology agreement have yet to be effectively challenged in court. Unfortunately, more and more farmers are finding themselves in intense legal battles, with few resources to counter restrictions laid out in the onerous contracts.

Farmers unaware of the proprietary nature of Monsanto's seeds, in addition to the details of the patent laws protecting them, are forced off land that has been their livelihood for generations.

Homan McFarling is one farmer who has fought hard against provisions in the technology agreement. McFarling's seed dealer made him sign the contract at the time of his seed purchase, but McFarling says he never read it. Though he admits to saving the 1,000 bags of Roundup Ready seed he purchased in 1998, he refused to settle out of court: "A lot of farmers just settle. I can't afford it—I ain't got no money."[95] Monsanto sued to collect 120 times the actual amount of claimed damages, a total of

$780,000. However, McFarling brought his case to the Federal Circuit Court of Appeals and on April 9, 2004, the Court set a major precedent when a federal Appellate Judge determined the 120 multiplier in the technology agreement to be "unenforceable."[96] McFarling will no longer have to pay Monsanto the calculated amount of $780,000 and will likely end up paying a significantly lower sum.[97]

Hal Swann is another farmer who had to sign a technology agreement in order to purchase seed, and like McFarling, never read it. At the same time, he never imagined that a company would sue him for a practice that has always been an integral part of farming. Monsanto is currently seeking compensation in the amount of $900,000, and while Swann cannot explain the reason his case is still tied up in court, he was able to share its predictable conclusion: bankruptcy. [98]

Increasingly, more farmers are facing similar financial decisions as a result of these legal battles. Farmers unaware of the proprietary nature of Monsanto's seeds, in addition to the details of the patent laws protecting them, are being forced off land that has been their livelihood for generations.

Perspective

In its zealous pursuit of a monopoly over food production in the U.S. and around the world, Monsanto is fundamentally altering the nature of farming–from the relationship farmers have to their crops and the land, to the genetic makeup of the very food our farmers grow. The scenarios described in this report are just some of the many stories farmers can tell about the changes taking place in American farming at the hands of Monsanto.

Monsanto has often been allowed, and even encouraged, by U.S. legislators, regulators and courts to use patent law as a weapon against the American farmer. The persecution of farmers by Monsanto must be reversed, particularly as ever greater numbers of farmers become subject to harassment, investigation and prosecution over supposed infringement of the company's patents and agreements. CFS continues to press for needed policy changes and encourages policy makers at both the state and federal level to address the issue. Additionally, CFS is continuing its research into the persecution of America's farmers by Monsanto, and updates to this report will be made available as additional details are gathered.

Monsanto has often been allowed-even encouraged-by U.S. legislators, regulators and courts to use patent law as a weapon against farmers.

As more U.S. farmers become subject to harassment, investigation and prosecution by Monsanto, there will be a growing movement to reverse government policies that allow this persecution.

Policy Options

Preventing the Prosecution of America's Farmers

CHAPTER

The actions and inactions of United States legislators, regulators and courts have allowed, and often encouraged, Monsanto's use of patent law as a weapon against the American farmer. As described in this report, the governmental activities that have helped trigger the persecution of U.S. farmers by Monsanto include but are not limited to: U.S. Courts, including the Supreme Court, allowing the United States Patent and Trademark Office (U.S. PTO) to grant utility patent protection to genetically engineered crops (and other sexually reproducing plants, i.e., seeds); federal and state regulators failing to appropriately regulate the environmental impacts of genetically engineered crops, resulting in the indiscriminate spread of Monsanto's patented seeds and genes; local and state officials' failure to intervene to halt Monsanto's use of hyper-aggressive and often illegal investigations of purported violations of its seed patents; and the U.S. Courts' failure to invalidate Monsanto's exploitative contracts with farmers who use its patented seed. As more and more U.S. farmers become subject to harassment, investigation and prosecution over supposed infringement of Monsanto's seed patents and technology agreement, there will be a growing movement to reverse the governmental policies that are allowing this persecution. The following is a summary overview of selected policy options that could be utilized to defend farmers from Monsanto.

- **Amend the Patent Act so that Sexually Reproducing Plants Are Not Patentable Subject Matter and Amend the Plant Variety Protection Act (PVPA) to Exclude Such Plants from Protection under the PVPA.**

Monsanto can obtain two kinds of intellectual property protection for its genetically engineered seeds. As discussed, *infra,* it can and has obtained utility patents on its genetically engineered seeds from the U.S. PTO. These utility patents provide the company with monopoly-like control of its seed and exclude all others from any possession, use or sale of the seed unless approved by the patent holder. Monsanto can receive additional protection for its genetically engineered seed by obtaining a Certificate of Protection from the USDA under the PVPA. The PVPA was enacted in 1970 and provides developers of new plant varieties with patent-like protection for their novel varieties. The owner of a U.S. Certificate of Protection for a variety has exclusive rights to multiply and market the seed of that variety for a term of 20 years. Unlike a utility patent protection, however, under the PVPA there are exemptions that allow some use of the protected variety. Most importantly for farmers, the PVPA creates a right to save seed for replanting.

Arguably, Monsanto's genetically engineered crops are entitled to neither of these two protections. Congress has never affirmed the U.S. PTO's granting of utility patents on plants, nor were genetically engineered varieties even in existence when the PVPA was passed in 1970. Some have argued that given the genetic instability and tendency of gene altered seeds to mutate, any form of patent or PVPA protection for such seeds is scientifically suspect and legally unsound. Others note that because Monsanto cannot control the spread of its seeds or the altered genes in these seeds, any granting of protection of these seeds or their genetic contents will inevitably lead to numerous innocent parties being subject to patent or PVPA enforcement. Over time, virtually every farmer of a given crop may have his or her crop polluted with the genetically engineered variety of that crop, leading to a legally chaotic scenario where virtually every farmer in the United States is an infringer of the plant protections for genetically engineered crops.

The Patent Act and the PVPA are federal legislation, so amending them to remove protection for genetically engineered varieties would require action by Congress.

Advantages: The advantage for farmers of this option is that it would eliminate all legislative bases for their prosecution by Monsanto or other biotech seed companies for patent infringement or PVPA violation.[99]

Disadvantages: The disadvantages of this approach are practical. Given the lobbying power of the biotechnology industry it is extremely unlikely that Congress would take such action in the foreseeable future.

- **Make the Plant Variety Protection Act the Exclusive Means of Securing Intellectual Property Protection Over Sexually Reproducing Plants.**

A less dramatic legislative option than stripping genetically engineered seeds from all plant protection would be for Congress to amend the Patent Act to exclude sexually reproducing plants, including genetically engineered seeds, as patentable subject matter, but to continue to allow engineered plants protection under the PVPA. This would provide the biotech companies with a continued monopoly on the sale of these crop varieties but under the PVPA an exemption would allow farmers to save genetically engineered seeds for replanting.

Advantages: This option requires Congress to amend just one statute, the Patent Act, rather than both the Patent Act and the PVPA as required for the first option, meaning one less legislative hurdle. As noted, this option would result in farmers being able to save and replant engineered seed without fear of prosecution.

Disadvantages: This amending of the Patent Act would not free farmers from enforcement of, and prosecution under, the PVPA. This might include prosecution even if protected seed varieties inadvertently pollute their crop. Additionally, even though less controversial than stripping genetically engineered seeds of all intellectual property protection, Congress, under pressure from the biotech industry, may well be reluctant to amend the Patent Act to favor a farmer's right to save seed over the profit interest of the biotech industry.

- **Amend the Patent Act so that Seed Saving and/or Inadvertent Possession, Use or Sale of Genetically Engineered Seeds is Not Considered Infringement.**

Section 271 of the Patent Act circumscribes what constitutes infringement of a patent. This can include exemptions from the usual proscription of possession, use and sale of a patented invention.[100] This policy option would involve amending section 271 so as to limit the scope of infringement of patents on a genetically engineered seed. Specifically, this would involve excluding the saving of engineered seed, and/or the inadvertent possession, use or sale of such seed from the scope of infringement of these patents.

Language in a recent Federal court decision on the patenting of a chemical compound gives some support to this policy option. In a concurring opinion in this decision, *SmithKline Beecham Corp. v. Apotex Corp.*, 365 F.3d 1306 (Fed. Cir. 2004), a federal judge suggests that the biological spread of a patented plant onto the fields of a non-adopting farmer could not lead to patent infringement:

> "Consider, for example, what might happen if the wind blew fertile, genetically modified blue corn protected by a patent, from the field of a single farmer into neighboring cornfields. The harvest from those fields would soon contain at least some patented blue corn mixed in with the traditional public domain yellow corn, thereby infringing the patent. The wind would continue to blow, and the patented crops would spread throughout the continent, thereby turning most (if not all) North American corn farmers into unintentional, yet inevitable, infringers. The implication that the patent owner would be entitled to collect royalties from every farmer whose cornfields contained even a few patented blue stalks, cannot possibly be correct."[101]

This decision suggests that the federal courts may also be a viable option for at least establishing the principle that biological pollution cannot be considered a legal cause of action for an infringement action on an engineered seed patent.

Advantages: This approach is not as intrusive as removing all patent protection from genetically engineered crops and, therefore, may be more acceptable to Congress. The courts might also be a more practical and efficient vehicle than Congress for establishing that biological pollution cannot be patent infringement. This option would result in farmers being able to save seed without fear of prosecution and without fear that being polluted will turn them into patent infringers.

Disadvantages: To the extent that this approach continues to rely on Congressional action against the interest of biotechnology companies, there will almost certainly be continued strong resistance from this industry's allies in Congress. For some farmers and others this approach will be untenable because it requires the acceptance of the patenting of seeds.

- **Legislate to Prevent Monsanto's Seed Contracts from Shifting Liability Onto the Farmer.**

As this report describes, genetically engineered crops are by their nature transportable off a user's farm and onto another farm by pollen flow or through seed movement via animals or equipment. Monsanto's Technology Use Guide for its patented seeds recognizes this by stating that this kind of pollen movement is "well known and is a normal occurrence in corn seed or grain production."[102] Such pollen flow and seed movement presents a direct economic threat to farmers growing non-genetically engineered and organic products. Nonetheless, Monsanto explicitly provides that the liability for this contamination is shifted away from Monsanto and onto the farmer of those crops.

Federal and state policymakers have begun to address this inequitable situation through the drafting of legislation that will hold seed manufacturers such as Monsanto liable for the spread of their patented genetic technology through pollen dispersal, seed contamination or other means.

Advantages: This legislation, at the federal and especially on the state level, may have a good possibility of success.[103] Such legislation would ensure that farmers are not punished for the inherent polluting nature of Monsanto's seeds and also provide recourse for the contaminated farmers who instead of merely being sued by Monsanto for patent infringement can now take legal action against the company for any losses caused by this contamination.

Disadvantages: This legislation, whether passed at the federal or state level, does not limit the intellectual property protections of Monsanto, which could still prosecute farmers for saving seed and for inadvertently having the patented seed on their property.

- **Adopt Existing State Models for Controlling the Intrusive and Aggressive Patent Infringement Investigations of Farmers.**

As discussed in this report, numerous farmers have been the subject of harassment and overzealous investigations by Monsanto. States can act to curb such behavior and ensure that farmers accused of infringing patents have some equitable recourse. Two states—North Dakota and Indiana—have passed legislation to protect farmers from Monsanto's aggressive legal pursuits. Most significantly, the North Dakota legislation prevents plant patent holders from entering and taking crops from a farmer's land without meeting a number of conditions. In addition, the farmer may accompany the patent holder as samples are taken, and may also request the presence of the state seed commissioner.

In 2003, Indiana passed a bill that provides farmers protections similar to those included in the North Dakota legislation.[104] Under this law, a seed contract gives no rights to a seed supplier to enter a farmer's property to take samples of crops grown from seeds or other plants growing on the farmer's property unless a number of important conditions are met.[105] Moreover, if a seed company receives a court order to access a farmer's land to take samples, the order must allow the farmer to have independent, matching or split samples taken. Farmers can use this evidence to conduct their own tests. This would put a stop to the obvious one-sided nature of the evidence presented in cases filed by Monsanto against farmers.

Advantages: As demonstrated by the success in North Dakota and Indiana, these bills can be attractive to state legislatures. These laws do offer farmers some protection against both the harassing and/or illegal methods of investigation by Monsanto, and the company's potential falsifying of test results.

Disadvantages: These laws do nothing to limit Monsanto's patent and intellectual property rights that are the basis for the prosecution of U.S. farmers. Further, there is a danger that legislatures might look to these bills as an easy way out of having to deal with the larger issues of biological pollution caused by genetically engineered crops, liability for that pollution, and the right of farmers to save their seed.

- **Level the Courtroom Playing Field By Negating Monsanto's Forum Selection Clause**

Monsanto's technology agreement provides terms that place farmers at a distinct disadvantage should they be sued for breach of the agreement or patent infringement. For example, the Agreement mandates that the sole and exclusive jurisdiction and venue for all disputes, except those involving cotton, go to the U.S. District Court for the Eastern District of Missouri, Monsanto's hometown. This means a farmer sued in states outside of Missouri not only has the David and Goliath battle against Monsanto's attorneys, but also must find a lawyer in Missouri and travel there to fight out the legal battle.

Indiana has passed legislation that alleviates this hardship and inequity. The state's law mandates that if a seed company files a lawsuit against an Indiana farmer for violating the terms of a seed contract, the court action must be filed in Indiana, as the laws of Indiana govern a seed contract.[106]

Advantages: Laws such as Indiana's ensure that farmers being prosecuted are not required to defend themselves in and under the laws of another state.

Disadvantages: These laws on forum do little to limit Monsanto's patent and intellectual property rights. Again, there is a risk that legislators may opt for limited laws such as these rather than stringently regulate genetically engineered crops and liability in their states.

- **Pass Federal, State and Local Initiatives Instituting a Ban or Moratorium on the Growing of Genetically Engineered Crops**

As previously noted, federal, state and local governments have yet to appropriately regulate genetically engineered crops in a manner that prevents the economic and environmental consequences caused by their ubiquitous spread. A federal ban or moratorium on the planting of genetically engineered crops would eliminate the use of the patented technology and therefore make Monsanto's persecution of farmers impossible. Less expansive than national action would be bans or moratoria at the state and/or local level. Several counties in California have already initiated ballot measures or county supervisor resolutions to ban the growing of genetically engineered crops in their counties. As of the publication of this report, Mendocino and Marin counties have passed such initiatives and Trinity County has passed a Board of Supervisors' Resolution. Several other counties are currently in the process of proposing bans and these efforts seem to be gaining momentum.

Resource Links

Pacer Service Center U.S. Party/Case Index
http://pacer.uspci.uscourts.gov

Monsanto's 2005 Technology Use Guide
http://www.monsanto.com/monsanto/us_ag/content/stewardship/tug/tug2005.pdf

Gone to Seed: Transgenic Contaminants in the Traditional Seed Supply, Mellon, Margaret and J. Rissler, Union of Concerned Scientists, (February 24, 2004). *Available at* http://www.ucsusa.org/food_and_environment/biotechnology/page.cfm?pageID=1315

Farmer's Guide to GMO's David Moeller – Farmer's Legal Action Group, Inc. (FLAG) and Michael Sligh –Rural Advancement Foundation International –USA (RAFI-USA). Edited by Karen R. Krub- FLAG, November 2004. http://www.flaginc.org/news/FG_GMO_20041122.pdf

Farmers' lawyers that have defended the most cases:

Jim D. Waide, III
332 Spring Street, P.O. Box 1357
Tupelo, MS 38802

Edwin Akers
101 S. Hanley Road, Suite 1600
Clayton, MO 63105

R. Don Ward
223 South Market St.
Scottsboro, AL 35768

Dale Aschemann
1602 W. Kimmel, P.O. Box 939
Marion, IL 62959

Leland H. Corley
One Petticoat Lane 1010 Walnut, Suite 500
Kansas City, MO 64106

James L. Robertson
600 Heritage Building, P.O. Box 651
Jackson, MS 39205

Advantages: Local and county bans have a track record of being more politically achievable than state or federal bans. All such measures offer significant protection for farmers in the geographic area encompassed by the ban or moratorium from biological contamination by genetically engineered crops and the attendant risk of being prosecuted by Monsanto or others for engineered seed patent infringement.

Disadvantages: It is extremely unlikely that Congress would ever legislate a national ban or moratorium. State bans are more feasible but still very unlikely. County wide bans are very viable, but the limited geographic scope of these bans makes for limited protection for most of the nation's farmers unless such bans become more widespread.

NOTES

1 Monsanto Co., 2004 Annual Report, available at www.monsanto.com/monsanto/layout/investor/financial/annual_reports.asp

2 Stewart Laidlaw, "Starlink Fallout Could Cost Billions." *Toronto Star*, (January 9, 2001).

3 Charles Benbrook, "Genetically Engineered Crops and Pesticide Use in the United States: The First Nine Years," BioTech InfoNet Technical Paper Number 7, October 2004.

4 Pew Initiative on Food and Biotechnology Factsheet "Genetically Modified Crops in the United States," August 2004, p. 4; available at http://pewagbiotech.org/resources/factsheets/display.php3?FactsheetID=2

5 Graham Brookes & Peter Barfoot, "Co-existence in North American agriculture: can GM crops be grown with conventional & organic crops?" PG Economics Ltd, (June 7, 2004); available at www.pgeconomics.co.uk/pdf/CoexistencereportNAmericafinalJune2004.pdf

6 In 2001, ETC Group reported that Monsanto was responsible for seed technology for 91% of the world's genetically engineered crops ("Ag Biotech Countdown: Vital Statistics and GM Crops," Geno-Types at 1 (June 2002); available at www.etcgroup.org/documents/biotech_countdown_2002.pdf). Additionally, CFS compared recent figures from ISAAA's statistics on world biotech crop hectares (www.isaaa.org/kc/CBTNews/press_release/briefs30/es_b30.pdf) and Monsanto's biotech crop acreage (www.monsanto.com/monsanto/content/investor/financial/reports/2004/Q42004Acreage.pdf) to confirm that Monsanto's control of seed technology has stayed constant at approximately 90%.

7 Daniel Charles, *Lords of the Harvest* at 201 (2001). See also Moeller, David, *Farmers' Guide to GMOs* at 8, RAFI-FLAG (November 2004).

8 Daniel Charles, *Lords of the Harvest* at 196 (2001).

9 Troy Roush, phone interview with CFS (August 28, 2003).

10 Anonymous farmer, phone interview with CFS (October 10, 2003).

11 Anonymous farmer, phone interview with CFS (October 2003).

12 See Brief Amici Curiae of American Corn Growers Association & National Farmers Union in Support of the Petitioners, *J.E.M. Ag Supply v. Pioneer Hi-Bred, Int'l.*, 534 U.S. 124, 122 S. Ct. 593, 151 L. Ed. 2d 508 (2001), r'hrg denied, U.S., 122 S. Ct. 1600 (2002), see also, Lara E. Ewens, "Seed Wars: Biotechnology, Intellectual Property and the Quest for High Yield Seeds," 23 B.C. Int'l & Comp. L. Rev. 285, 286 (2000).

13 Daniel Charles, *Lords of the Harvest* at 34-35 (2001).

14 Gregory D. Graff & James Newcomb, "Agricultural Biotechnology at the Crossroads," BioEconomic Research Associates, 23-25 (2003).

15 Pew Initiative on Food and Biotechnology, "U.S. vs. EU: An examination of the trade issues surrounding genetically modified food," (August 2003), available at http://pewagbiotech.org/resources/issuebriefs/europe.pdf.

16 ibid.

17 Monsanto Co., 2005 Technology/Stewardship Agreement, para. 4, Grower Agrees.

18 Monsanto Co., 2005 Technology Use Guide, at 19.

19 Monsanto Co., 2005 Technology/Stewardship Agreemen at para. 6, Grower Understands; see also Monsanto Co., 2005 Technology Use Guide, at 19.

20 Monsanto Co., TechnologyStewardship Agreement, para. 4, Grower Agrees

21 Monsanto Co., 2005 Technology Use Guide, at 15.

22 Monsanto Co., 2005 Technology Use Guide, at 17.

23 ibid.

24 Monsanto Co., 2005 Technology/Stewardship Agreement, para. 7, General Terms.

25 CFS is aware of eight cases against farmers that have ended in bankruptcy (according to a search done on the PACER database for bankruptcy cases between 1997 & 2004 in which Monsanto is listed as a party).

26 Monsanto Co., 2005 Technology/Stewardship Agreement, para. 8, Monsanto's Remedies.

27 Monsanto Co., 2005 Technology/Stewardship Agreement.

28 See Peter Shinkle, "Monsanto Reaps Some Anger with Hard Line on Reusing Seed," supra, *St. Louis Post-Dispatch*, (May 19, 2003). See also

Daniel Charles, *Lords of the Harvest* at 115-117, 154, 156 (2001). In discussing the history of Pioneer Hi-Bred and its commitment to the best interests of the farmer, Charles quotes Pioneer's Tom Urban as saying, "Monsanto didn't understand the seed business... I'm sorry, they didn't understand the seed business."

29 Monsanto Co., Seed Piracy Update, (2003).

30 See Jill Sudduth, Where the Wild Wind Blows: Genetically Altered Seed and Neighboring Farmers, Duke L. & Tech. Rev. 0015 at para. 6 (2001). See also Rich Weiss, "Seeds of Discord: Monsanto's Gene Police Raise Alarm on Farmer's Rights, Rural Tradition," *The Washington Post* at A6 (Feb. 3, 1999).

31 Monsanto Co., Monsanto Releases Seed Piracy Case Settlement Details, press release (Sept. 29, 1998). This release reported 475 seed piracy cases investigated by Monsanto nationwide, generated from over 1,800 leads.

32 Rich Weiss, 'Seeds of Discord: Monsanto's Gene Police Raise Alarm on Farmer's Rights, Rural Tradition," *The Washington Post* at A6 (Feb. 3, 1999).

33 Monsanto Co., Seed Piracy Update, (2003).

34 Monsanto Co., Seed Piracy Update, (2004).

35 "Bean Detectives Visit Nebraskan," Omaha World-Herald (Nov. 7, 2004).

36 Anonymous farmers, phone interviews with CFS (October 5, 2003; October 19, 2003; October 23, 2003).

37 Gary Rinehart, phone interview with CFS (August 28, 2003).

38 Hal Swann, phone interview with CFS (October 19, 2003).

39 Wayne Board, Monsanto may take legal steps against catching soybean seeds, Lubbock Avalance-Journal (May 24, 1997), available at http://www.lubbockonline.com/news/052597/monsanto.htm

40 Anonymous farmer, phone interview with CFS (August 15, 2003).

41 Hal Swann, phone interview with CFS (October 19, 2003).

42 Mitchell Scruggs, phone interview with CFS (August 18, 2003).

43 Gary Rinehart, phone interview with CFS (October 20, 2003).

44 Leland Corley, phone interview with CFS (October 28, 2003).

45 Anonymous farmer, phone interview with CFS (October 5, 2003).

46 Forgery Issue Important, Says Lawyer, CROPCHOICE NEWS, (12/11/02), available at http://www.cropchoice.com/leadstryc304.html?recid=1188

47 Gary Rinehart, phone interview with CFS (October 20, 2003).

48 Anonymous farmer, phone interview with CFS (November 16, 2003).

49 E-mail correspondence with Troy Roush (August 28, 2003).

50 Ray Dawson, phone interview with CFS (August 21, 2003).

51 Anonymous farmer, phone interview with CFS (November 16, 2003).

52 Gary Rinehart, phone interview with CFS (September 4, 2003).

53 Hal Swann, phone interview with CFS (October 19, 2003).

54 Rich Weiss, Seeds of Discord: Monsanto's Gene Police Raise Alarm on Farmer's Rights, Rural Tradition, THE WASHINGTON POST, at A6 (Feb. 3, 1999).

55 Monsanto Co., Seed Piracy Update (2004).

56 Richard Davis, Don't save RR Soybeans, *Carolina/Virginia Farmer,* (June 2003).

57 Leonard, Christopher. Soybean-Seed Lawsuits Pit Farmers against Biotechnology Companies, COLUMBIA (MISSOURI) DAILY TRIBUNE (April 5, 2000), available at http://www.biotech-info.net/soy-seed_lawsuits.html.

58 Anonymous farmer, phone interview with CFS (October 5, 2003).

59 All information in Appendix A: Lawsuits Filed Against American Farmers by Monsanto, was derived from court documents in the public record (PACER: http://pacer.uspci.uscourts.gov) and CFS interviews with farmers and their legal representation.

60 Occasionally there were instances of multiple cases listed against the same defendant(s), for instance when a case was removed to another district or state due to lack of jurisdiction. Taking the most conservative approach we calculated each of these lawsuits as one to reach a final lawsuit number of 90. Counting each case of multiple filing or removal of jurisdiction as a separate lawsuit would bring the total number to 96. All 96 lawsuits are included in Appendix A.

61 One lawsuit, *Monsanto Co. v. Bandy et al* involved 27 defendants total, 24 farmers and three businesses. This was an anomaly however; all other lawsuits filed involved fewer than 10 defendants.

62 In three cases, *Monsanto Company v. Anderson & Jones Inc, et al*, *Monsanto co. v. Lea* and *Monsanto Co. v. Morlan*, the same or similar lawsuit was filed twice in the Eastern District of Missouri.

63 In *Monsanto Company v. Anderson & Jones Inc, et al*, Monsanto filed two lawsuits in the Eastern District of Missouri, in 1999 and 2000 respectively. Both lawsuits were subsequently dismissed for the Court's lack of personal jurisdiction over the defendants. The company then filed a third lawsuit in the Southern District of Texas in 2001. Based on data available, although the third lawsuit was not technically a removal of jurisdiction, it appears to be similar if not the same in nature as the previous two lawsuits. Therefore, in our calculations of the total number of lawsuits filed (90), we decided to conservatively count all three *Monsanto Company v. Anderson & Jones Inc, et al* lawsuits as one. Furthermore, there were two cases, *Monsanto co. v. Lea* and *Monsanto Co. v. Morlan*, in which the defendants were able to transfer jurisdiction to a different division of the Eastern District of Missouri, but not a different District in Missouri.

64 Anonymous farmer, phone interview with CFS (September 24, 2003).

65 U.S. Court of Appeals for the Federal Circuit, *Monsanto Company and Delta and Pine Land Company v. Dallas Thomason, David.D. Thomason and Lucknow, Inc et al.*, filed January 22, 2002.

66 These figures do not represent the actual monetary awards Monsanto has received as a result of these lawsuits; monetary judgments have been publicly recorded in only 36 of the 90 total lawsuits filed (http://pacer.uspci.uscourts.gov/). In the remaining 53 cases, many are known to have ended in settlements, which likely included monetary awards for Monsanto. It is likely as well that in some cases no monies were awarded to Monsanto.

67 According to USDA, the average household income for farm operators was $65,757 in 2002. See USDA, Agriculture Economy Improves in 2003, (October, 2003).

68 Mellon, Margaret and J. Rissler, Gone to Seed: Transgenic Contaminants in the Traditional Seed Supply, Union of Concerned Scientists, (February 24, 2004). Available at http://www.ucsusa.org/food_and_environment/biotechnology/page.cfm?pageID=1315.

69 Philosophical Transactions: Biological Sciences, 358: 1439 (November 29, 2003).

70 Monsanto Co., Commitment to our Stakeholders: 2001-2002 Monsanto Pledge Report, available at http://www.monsanto.com/monsanto/content/media/pubs/dialogue-pledge.pdf

71 Hugh Warwick and Gundula Meziani, Seeds of Doubt: North American Farmer's Experiences of GM Crops at 47, Soil Association, (2002).

72 CFS is not able to describe the details of many of the most harrowing stories it has uncovered due to confidentiality agreements farmers have signed in settlements with Monsanto.

73 For more information on Percy Schmeiser visit http://www.percyschmeiser.com.

74 For further discussion of the case, see DANIEL CHARLES, LORDS OF THE HARVEST at 188-189 (2001).

75 Rich Weiss, Seeds of Discord: Monsanto's Gene Police Raise Alarm on Farmer's Rights, Rural Tradition, THE WASHINGTON POST at A6 (Feb. 3, 1999).

76 Rich Weiss, Seeds of Discord: Monsanto's Gene Police Raise Alarm on Farmer's Rights, Rural Tradition, THE WASHINGTON POST at A6 (Feb. 3, 1999).

77 Supreme Court of Canada to Hear Schmeiser's Appeal, available at: http://www.percyschmeiser.com/Council%20of%20Canadians.htm.

78 Memo and Order (July 6, 2001).

79 Complaint (November 1, 2000).

80 Memo and Order (July 6, 2001).

81 ibid.

82 ibid.

83 *Monsanto Co. v. Hartkamp*, 2001 WL 34079482 at *1.

84 Busch, Nathan A., Jack and the Beanstalk: Property Rights in Genetically Modified Plants, 3 MINN. INTELL. PROP. REV. 1 (2002), available at http://mipr.umn.edu/archive/v3n2/busch.pdf

85 Many farmers recognize seed dealers' rising effort to publicize the consequence of saving and/or selling Monsanto's seeds. As one farmer explained: "Now you see a notice on the door as you walk in."

86 Anonymous farmer, phone interview with CFS (September 17, 2003).

87 See Beth Bundsdorfer-Gansmann, Farmer Says Seed Dealer Forgery Led to Legal Battle with Monsanto, Knight-Ridder Tribune, Dec. 1, 2002.

88 See Beth Bundsdorfer-Gansmann, Farmer Says Seed Dealer Forgery Led to Legal Battle with Monsanto, Knight-Ridder Tribune, Dec. 1, 2002.

89 Robert Schubert, Forgery Issue Important, Says Lawyer, CropChoice News, (Dec. 11, 2002), available at http://www.cropchoice.com/leadstry.asp?recid=1188.

90 Uchtmann, Donald L. Can farmers save Roundup Ready beans for seed? McFarling and Trantham cases say 'no'. Agricultural Law Update, (October 2002).

91 Eugene Stratemeyer's Motion for Class Certification, Case No. 02-CV-505-MJR, page 24.

92 Anonymous farmer, phone interview with CFS (November 6, 2003).

93 Ray and Luetta Dawson, phone interview with CFS (August 21, 2003).

94 Anonymous farmer, phone interview with CFS (September 17, 2003).

95 Homan McFarling, phone interview with CFS (August 25, 2003).

96 U.S. Court of Appeals for the Federal Circuit, *Monsanto Co. v. Homan McFarling*, Decided April 9, 2004.

97 Robert Schubert, Mississippi Farmer Gets Big Break From Appeals Court in Monsanto Biotech Seed Case, CropChoice (April 27, 2004).

98 Hal Swann, phone interview with CFS (October 19, 2003).

99 Ensuring protection of farmers from patent prosecution would also require that any amending of the Patent Act include the provision that the patenting of plant genes does not extend to patent protection for the seeds or plants that contain those genes. See *Schmeiser v. Monsanto*, No. 29437, (Can. Sup. Ct. May 21, 2004).

100 Such an exemption has already been granted for certain recombinant DNA inventions. See 35 U.S.C.§ 271(e)(1).

101 SmithKline Beecham Corp, 365 F.3d at 1331.

102 Monsanto Co., 2005 Technology User Guide, at 17.

103 In 2001, North Dakota passed House Bill 1442, a law requiring that patent holders seeking to enter a farmer's land: (1) Shall notify the agriculture commissioner in writing of the person's belief that a patent infringement has occurred and include facts from the allegation; (2) Shall notify the farmer in writing of the allegation that a patent infringement has occurred and request written permission to enter upon the farmer's land; and (3) Must obtain the written permission of the farmer.

104 Under Indiana House Bill 1571 (2003).

105 The seed supplier must give notice to the farmer and the state seed commissioner at least five business days in advance that the seed supplier intends to enter the property. This notice must include the date and time of the intended entry, as well as the purpose for the entry. The seed supplier must allow the farmer, the seed commissioner, or their agents to accompany the seed supplier when samples are taken. The seed supplier must allow the farmer, the seed commissioner, or their agents to take matching samples of any samples taken by the seed supplier.

106 This is different from the North Dakota bill, where farmers must still abide to the forum selection clause if they violate the terms of a signed contract. The North Dakota legislation does allow parties to participate in mediation at any time. The mediation must be conducted by a mediator jointly selected by the farmer and the patent holder. If the two parties are unable to select a mediator, the mediation must be conducted by an independent agricultural mediation service.

Appendix A

Lawsuits Filed Against American Farmers by Monsanto

Lawsuits Filed Against American Farmers by Monsanto

Plaintiff and Law Firm	Defendant(s) and Lawyers	Farm Location	Date Filed
Monsanto Company Holcomb Dunbar, Thompson Coburn	**Adams, Steve;** Jim D. Waide, III	MS	10/10/00
Monsanto Company Thompson Coburn; Frilot and Partridge	**Anderson & Jones, Inc., Richard Anderson;** Barnet B. Skelton, Jr.	TX	11/19/99
Monsanto Company Thompson Coburn; Frilot and Partridge	**Anderson & Jones, Inc., Richard Anderson;** Barnet B. Skelton, Jr.	TX	10/24/00
Monsanto Company Riddle & Baumgartner; Frilot and Partridge; White Mackillop Et A	**Anderson & Jones, Inc., Richard Anderson;** Barnet B. Skelton, Jr.	TX	5/24/01
Monsanto Company Riddle & Baumgartner; Frilot and Partridge; White Mackillop Et Al	**Aungst, Mike;** No Representation	MI	8/20/01
Monsanto Company Arnold and Porter LLP; Bryan Cave LLP	**Bandy, Larry, Matthew Baumgardner, Birkemeyer Farm Partnership, Doyle Bounds, Garry Bounds, Tim Curry, Michael Dora, Andy Dupraz, Dee Fortkamp, Bruce Glasow, Stephen Goff, Charlynn Hamilton, Dean Howard, James Howard, Jimmie Howard, Richard Hughes, Richard Kraus, JR., Walter Otis, Francis Perlinger, Kenneth Polo, Hilmer Schoenbaum, Wayne E. Scholl, Don Schroeder, Thomas Stejskal, Randy Toenjes, Union Line Farms, Inc., Vandervoort Farms, Inc.;** Adam J. Levitt, Charles F. Speer, David A.P. Brower, Stephen A. Weiss	IL-3, IN-2, IA-2, KS-2, MI-1, MN-2, MO-3, NE-6, ND-1, OH-2, SD-1, TN-1, WI-1	6/8/04
Monsanto Company Vorys Sater Seymour & Pease	**Bates, Steven, Scott Bates, Bernard Bates;** Jeffrey S Standley	OH	8/26/97
Monsanto Company Frost Brown Todd, LLC; Frilot, Partridge, Kohnke & Clements, L.C.	**Bowling, Paul;** Michael E. Coen	KY	7/1/99
Monsanto Company Brooks, Pierce, Mclendon, Humphrey & Leonard"	**Britt, Ralph (Sr.), Ralph Britt (Jr.), Gregory Allen Britt;** Pro Se	NC	1/23/02
Monsanto Company Husch And Eppenberger, LLC; Office of U.S. Attorney; Thompson Coburn	**Bryant, Jon Scott;** Dale Aschemann	IL	12/19/01
Monsanto Company Smith Moore LLP; Smith, Helms, Mulliss & Moore, LLP	**Byrd, Giles, Eloise Byrd, Giles Byrd & Son, Inc., Cam-Brent Inc.;** Michael E. Mauney	NC	8/31/99
Monsanto Company Husch and Eppenberger, LLC	**Clark, Allen L., Clark's River Farm, Inc.;** Scott D. Dale and Bobby Peterson	MO	3/29/04

▲ **Settlement reached; amount not disclosed**

◆ **Terms of dismissal, including possible financial settlements, not disclosed**

□ **On-going Cases**

Case Number	District & Judge Presiding	Status/Outcome	Payment to Monsanto
00-CV-185	**Northern District of Mississippi**	CONSENT PERMANENT INJUNCTION that defendant Steve Adams is permanently enjoined from illegally saving, selling or planting seed containing Monsanto Company's patented technology or otherwise infringing patents held by Monsanto Company [7/24/01].	◆
99-CV-1805	**Eastern District of Missouri Honorable** Donald J. Stohr	JUDGMENT: plaintiff's complaint is dismissed for this Court's lack of personal jurisdiction over the defendants in this matter, terminating case [05/08/00].	N/A
00-CV-1694	**Eastern District of Missouri** Honorable Donald J. Stohr	ORDERED, ADJUDGED AND DECREED that plaintiff's complaint is dismissed for this Court's lack of personal jurisdiction over the defendants in this matter, dismissing case [02/08/01].	N/A
4:01-CV-01749	**Southern District of Texas** Judge Ewing Werlein, Jr	CONSENT INJUNCTION AND JUDGEMENT- By consent of the parties, judgement is entered against defendants, jointly and severally, in favor of Monsanto in the amount of $3,052,800, each party to bear its own costs [6/04/03].	3,052,800.00
01-CV-73172	**Eastern District of Michigan** Honorable George Caram Steeh	ORDER dismissing case without prejudice by the judge [8/26/2004]. The order noted that a settlement had been reached.	▲
4:2004-CV-00708	**Eastern District of Missouri** Honorable E. Richard Webber	This case is ongoing. It was filed in response to a class action lawsuit that was filed against Monsanto in 13 different states by the 27 individuals/ corporations listed as defendants. Monsanto claims that the farmers breached the Patent License Agreement's forum selection clause when they filed class action suits outside of St. Louis, MO. Monsanto also claims that by breaching the clause they terminated their licenses to use Roundup Ready® and YieldGard® technology, and are therefore infringing on Monsanto's patents by growing these crops.	
97-CV-953	**Southern District of Ohio** Senior Judge Joseph P Kinneary; Referred to Mag. Judge Mark R. Abel	CONSENT JUDGMENT dismissing with prejudice Bernard Bates-judgment against Steven Bates & Scott Bates dba Bates Grain in the amount of $5,595.00 & $15,000.00 in attorney fees & terminating case. [02/20/98]	5,595.00
99-CV-424	**Western District of Kentucky** Judge Charles R. Simpson III	ORDER by the judge, counsel having notified the court of a settlement in this case, IT IS ORDERED that the case is dismissed; to reinstate within 45 days if the settlement is not consummated. [8/24/99]	▲
02-CV-10	**Eastern District of North Carolina**	Consent judgment and permanent injunction; By consent of the parties, judgment is entered against defendants, in favor of Monsanto in the amount of $67,664.80 [08/03/02].	67,664.80
01-CV-187	**Eastern District of Missouri** Honorable Catherine D. Perry	Monsanto initially demanded $75,000. A settlement was reached [7/26/02]. Case dismissed with prejudice [9/17/02].	▲
99-CV-154	**Eastern District of North Carolina**	Permanent Injunction by stipulation [11/24/01]. It is likely that a monetary settlement was reached in this case, but public information is lacking on this matter.	◆
1:04-CV-00039	**Eastern District of Missouri** Honorable Catherine D. Perry	A settlement was reached through Alternative Dispute Resolution [11/18/2004]; Dismissal papers should be filed by 12/20/2004.	

Lawsuits Filed Against American Farmers by Monsanto (cont'd)

Plaintiff and Law Firm	Defendant(s) and Lawyers	Farm Location	Date Filed
Monsanto Company Thompson Coburn; Frilot and Partridge	**Collier, Franklin;** John Gianoulakis, David A. Castleman	AR	6/22/99
Monsanto Company Husch and Eppenberger, LLC	**Corbett, Mitchell, Ray Corbett, Lydia Corbett, Ryan Corbett;** No Representation	IN	2/19/03
Monsanto Company Husch and Eppenberger, LLC	**David, Loren G.;** Timothy M. O'Keeffe, Christopher M. Kennelly	ND	4/12/04
Monsanto Company Husch and Eppenberger, LLC; Bryan Cave, LLP; Frilot and Partridge	**Dawson, Ray, Ray Dawson Farms Partnership;** Richard P. Sher, Phillip Hicky, Clifford M. Cole	AR	12/2/98
Monsanto Company Frilot Partridge Law Firm; Koley Jessen Law Firm	**Debuhr, Linn;** Adam H. Jacobs	NE	11/21/01
Monsanto Company Frilot Partridge Law Firm; Koley Jessen Law Firm	**Debuhr, Mark;** Adam H. Jacobs	NE	11/21/01
Monsanto Company Husch and Eppenberger, LLC; Frilot and Partridge	**Douglas, James E. (Jr.);** No Representation	MO	3/30/98
Monsanto Company Husch and Eppenberger, LLC; Bryan Cave LLP; Frilot and Partridge; Office of U.S. Attorney	**Eaton, Glen F.;** Bill W. Bristow, Joe A. Summerford	AR	3/13/00
Monsanto Company Husch and Eppenberger; Thompson Coburn; Bryan Cave LLP; Frilot and Partridge; Office of U.S. Attorney	**Ethridge, W.A.;** Jim Waide	MS	10/4/00
Monsanto Company Mitchell Williams Selig Gates & Woodyard, PLLC; Frilot Partridge Kohnke & Clements	**Fitts, Howard;** William McShane Bridgforth, John Jarrod Russell	AR	12/6/02
Monsanto Company Frost Brown & Todd, LLC; Frilot, Partridge, Lohnke & Clements, L.C.	**Ford, Dean, Debbie Ford, Melvin Ford, Jason Wehner, Ford Lumber & Building Supply, Inc., James Reed;** Barry N. Bitzegaio, Michael Lee Rogers, Darrell M. Auxier	IN	3/5/04
Monsanto Company Brooks Pierce Mclendon Humphrey & Leonard; Frilot Partridge Kohnke & Clements, L.C.	**Gainey, Graham, Gainey Grain Inc.;** Jimmy Wade Goodman, John E. Raper, Jr.	NC	1/29/03

▲ **Settlement reached; amount not disclosed**

◆ **Terms of dismissal, including possible financial settlements, not disclosed**

□ **On-going Cases**

Case Number	District & Judge Presiding	Status/Outcome	Payment to Monsanto
99-CV-995	**Eastern District of Missouri** Mag. Judge Lawrence O. Davis	The case was referred to Alternative Dispute Resolution [05/08/00], and appears to have ended in settlement. Soon after there was a STIPULATION FOR DISMISSAL OF CASE by plaintiff Monsanto Company, defendant Franklin Collier with prejudice. Each party to bear its or his own attorneys fees and costs. NOTED & SO ORDERED [06/02/2000].	▲
03-CV-207	**Eastern District of Missouri** Honorable Donald J. Stohr	CONSENT JUDGEMENT against defendant Mitchell Corbett, defendant Ray Corbett, defendant Lydia Corbett, defendant Ryan Corbett in the amount of $ 65,000 terminating case [04/28/03].	65,000.00
4:04CV425	**Eastern District of Missouri** Honorable Henry E. Autrey	The case is ongoing; it was sent to Alternative Dispute Resolution, but the parties did not reach a settlement [11/30/2004].	
98-CV-2004	**Eastern District of Missouri** Mag Judge Thomas C. Mummert III	A permanent injunction was ordered against the defendant [05/08/01]. Consent Judgment in the amount of $2,586,325.00 [12/19/01].	2,586,325.00
4:01-CV-03293	**District of Nebraska** Judge Warren K. Urbom	A confidential settlement was reached. ORDER granting joint stipulation for dismissal with prejudice [10/16/02].	▲
4:01-CV-03294	**District of Nebraska** Judge Warren K. Urbom	A settlement was reached. Dismissed with prejudice, each party to pay their own costs [12/18/02].	▲
98-CV-542	**Eastern District of Missouri** Honorable E. Richard Webber	Dismissed without prejudice [6/10/1998].	◆
00-CV-435	**Eastern District of Missouri** Honorable E. Richard Webber	Consent Judgment for Monsanto in the amount of $866,880.00. The injunctive provisions of the Final Consent Injunction Judgment shall continue in full force and effect [10/11/01].	866,880.00
00-CV-1592	**Eastern District of Missouri** Mag Judge Thomas C. Mummert III	FINAL CONSENT INJUNCTION AND JUDGMENT: for plaintiff Monsanto Company, counter-defendant Monsanto Company against defendant W. A. Ethridge, counter-claimant W. A. Ethridge in the amount of $ 377,978.15 terminating case [06/04/02].	377,978.15
02-CV-178	**Eastern District of Arkansas**	Ongoing as of 12/02/04. Information on public record is unavailable at this time.	
4:04-CV-00064	**Southern District of Indiana** David Frank Hamilton, Referred to Magistrate Judge William G. Hussmann Jr.	Case is ongoing- Settlement conference set for 2/2/2005.	
03-CV-99	**Middle District of North Carolina** Judge William L. Osteen	CONSENT INJUNCTION AND JUDGEMENT entered against defendants in the amount of $338,137.00 [2/23/04].	338,137.00

Lawsuits Filed Against American Farmers by Monsanto (cont'd)

Plaintiff and Law Firm	Defendant(s) and Lawyers	Farm Location	Date Filed
Monsanto Company Husch and Eppenberger, LLC; Frilot and Partridge	**Garbers, Jack;** LaMar T. Piper	MN	4/21/99
Monsanto Company Brooks, Pierce, Mclendon, Humphrey & Leonard	**Garrell, Terry, Bobby Garrell;** Pro Se at first. Later hired an attorney. On the Consent Judgement forms, James Earl Hill Jr. of Hill & High signed for defendants	NC	12/18/01
Monsanto Company Husch and Eppenberger, LLC; Bryan Cave LLP; Frilot and Partridge	**Godfredson, Mark;** Christopher J. Daus, Sr., Gerald M. Kraai, Sam S. Killinger	IA	10/29/99
Monsanto Company Brown & Connery, LLP	**Good, Richard S., Good Farms, Inc.;** Timothy E. Annin	NJ	12/6/01
Monsanto Company Husch And Eppenberger, LLC; Office of U.S. Attorney; Thompson Coburn; Bryan Cave LLP	**Harris, Garland Ray (Jr.);** Pro Se at first, then had attorneys Edwin D. Akers, Jr. and Melanie R. King	NC	2/15/01
Monsanto Company Frilot, Partridge, Kohnke & Clements	**Hartkamp, Hendrik;** Michael D. DeBerry, Charles D. Neal, Jr.	OK	4/3/00
Monsanto Company Husch and Eppenberger, LLC; Bryan Cave LLP; Office of U.S. Attorney	**Hendrix, Dewayne, Hendrix & Sons Farms;** Joseph L. Leritz	TN	4/6/01
Monsanto Company Bradley Arant Rose & White; Frilot Partridge Kohnke & Clements L.C.	**Hereford, Aubrey, Martin B. Hereford** began as Pro Se now has attorney Eric J. Artrip	AL	3/10/04
Monsanto Company Bradley Arant Rose & White; Frilot Partridge Kohnke & Clements L.C.	**Hicks, Leroy;** R. Don Ward	AL	12/8/03
Monsanto Company Husch and Eppenberger, LLC	**Hill Seed Company;** No Representation	IA	1/15/02
Monsanto Company Husch and Eppenberger, LLC	**Hill Seed Company, Mark Hill;** Karen A. Baudendistel, E.W. Gentry Sayad, James J. Virtel	IA	2/12/03
Monsanto Company Brooks, Pierce, Mclendon, Humphrey & Leonard	**Hunt, Lionel, John Hunt, III;** Gordon C. Woodruff	NC	1/23/02

▲ **Settlement reached; amount not disclosed**

◆ **Terms of dismissal, including possible financial settlements, not disclosed**

□ **On-going Cases**

Case Number	District & Judge Presiding	Status/Outcome	Payment to Monsanto
99-CV-632	**Eastern District of Missouri** Honorable Donald J. Stohr	CONSENT JUDGEMENT for plaintiff Monsanto Company in the amount of $ 45,000.00 [08/13/99].	45,000.00
01-CV-230	**Eastern District of North Carolina**	FINAL CONSENT INJUNCTION and JUDGMENT for Monsanto Company against Bobby O. Garrell, Terry Garrell for $34,316.89, each party to otherwise bear its own costs, plus the defendants are enjoined from making, using, or planting any of Monsanto's patented technology without written authorization from Monsanto [08/19/02].	34,316.89
99-CV-1691	**Eastern District of Missouri** Honorable Catherine D. Perry	CONSENT INJUNCTION AND JUDGEMENT for plaintiff Monsanto Company in the amount of $175,000.00 [06/20/01].	175,000.00
01-CV-5678	**District of New Jersey** Judge Freda L. Wolfson, Referred to Magistrate Judge Ann Marie Donio	This case was settled and dismissed without prejudice [1/29/04]; CONSENT "injunction and judgement permanently enjoining defendants" [7/22/04].	▲
01-CV-253	**Eastern District of Missouri** Honorable Rodney W. Sippel	Final CONSENT Injunction and JUDGEMENT entered against Harris in favor of Monsanto in the amount of $62,674.00, each party to otherwise bear its own costs [09/12/02].	62,674.00
6:00-CV-164	**Eastern District of Oklahoma**	JUDGMENT: in favor of Monsanto in the amount of $75,000.00 and against defendant Hendrik Hartkamp [08/30/01].	75,000.00
01-CV-523	**Eastern District of Missouri** Honorable E. Richard Webber	This case was settled. STIPULATION FOR DISMISSAL OF CASE by plaintiff with prejudice, plaintiff to pay any court costs [07/26/01].	▲
04-CV-487	**Northern District of Alabama** Judge Inge P Johnson	This case is ongoing. The current deadline for discovery completion is 3/18/05, and the case is set to go to trial later in 2005.	
03-CV-3249	**Northern District of Alabama** Judge C Lynwood Smith, Jr	This case was settled. CONSENT INJUNCTION and JUDGEMENT: Monetary damages awarded to Monsanto in the amount $41,753.75; There is a permanent injunction against the defendant purchasing, using, or planting Monsanto biotechnology without written permission from Monsanto; Each party pays its own legal fees [8/12/04].	41,753.75
	Eastern District of Missouri Honorable Carol E. Jackson	In an ORDER, the judge requested that the plaintiff file for default judgement, because the defendant had not filed an answer to Monsanto's complaint 20 days after it was filed [4/01/02]. A month later it was dismissed voluntarily—STIPULATION FOR DISMISSAL OF CASE by plaintiff without prejudice [05/01/02].	◆
4:2003-CV-00181	**Eastern District of Missouri** Honorable Carol E. Jackson	This case is ongoing and Monsanto has entered a demand of $75,000. Some court documents are under seal and closed to the public. There was a bench trial on 6/14/04.	
02-CV-11	**Eastern District of North Carolina**	FINAL CONSENT INJUNCTION AND JUDGEMENT against the defendant in favor of Monsanto in the amount of $61,150; plus a permanent injunction [12/23/02].	61,150.00

Lawsuits Filed Against American Farmers by Monsanto (cont'd)

Plaintiff and Law Firm	Defendant(s) and Lawyers	Farm Location	Date Filed
Monsanto Company Holcomb Dunbar; Husch & Eppenberger, LLC; Thompson Coburn	**Jones, Marvin H.;** Jim D. Waide, III	MS	10/11/00
Monsanto Company Thompson Coburn; Husch and Eppenberger, LLC; Bryan Cave LLP	**Jorgensen Farms, LLC, Carl and Keith Jorgensen;** No Representation	ID	3/21/00
Monsanto Company Husch and Eppenberger, LLC; Bryan Cave LLP; Office of U.S. Attorney	**Kelly, Norman, Kelly Farms;** William G. Hatton	TN	9/14/01
Monsanto Company Husch and Eppenberger, LLC	**Kelley, William;** Louis D. Nettles	SC	10/15/04
Monsanto Company Mitchell Williams Selig Gates & Woodyard, PLLC; Frilot Partridge Kohnke & Clements	**Kyle, Lenny Joe, Billy Kyle, Joe-Co;** No Representation listed in docket; John Everett is mentioned as defense counsel in Monsanto's brief [11/29/04]	AR	11/29/04
Monsanto Company Husch and Eppenberger, LLC; Frilot and Partridge	**Knackmus, Dale;** Paul J. Seele	IL	2/11/98
Monsanto Company Thompson Coburn; Husch and Eppenberger, LLC; Bryan Cave LLP; Frilot and Partridge	**Lea, Ron;** Jack B. Spooner, Mark J. Pelts	MO	12/17/99
Monsanto Company Thompson Coburn; Husch and Eppenberger, LLC; Bryan Cave LLP; Frilot and Partridge	**Lea, Ron;** Jack B. Spooner, Mark J. Pelts	MO	4/24/00
Monsanto Company Husch and Eppenberger, LLC; Bryan Cave LLP; Office of U.S. Attorney	**Ling, Edwin, Ricky Ling, Edwin Ling Farms;** George W. Gilmore, Jr.	MO	8/16/01
Monsanto Company Greensfelder Hemker & Gale	**Long, Dewey;** No Representation	IL	3/31/98

▲ **Settlement reached; amount not disclosed**

◆ **Terms of dismissal, including possible financial settlements, not disclosed**

□ **On-going Cases**

Case Number	District & Judge Presiding	Status/Outcome	Payment to Monsanto
00-CV-188	**Northern District of Mississippi**	CONSENT PERMANENT INJUNCTION that defendant Marvin H. Jones is permanently enjoined from illegally saving, selling or planting seed containing Monsanto Company's patented technology or otherwise infringing patents held by Monsanto Company [7/24/01].	◆
00-CV-474	**Eastern District of Missouri** Honorable Stephen N. Limbaugh	In the beginning of the case, the judge ordered the defendants temporarily enjoined from transferring, destroying or removing any Naturemark Potatoes or NatureMark potato seeds or other registered Naturmark products and/or business records reflecting the ownership, control of such products or which reflects infringement of Monsanto's patents [3/21/04]. Soon thereafter, a STIPULATION FOR DISMISSAL OF CASE without prejudice was filed by Monsanto and so ordered by the judge [03/27/00].	◆
01-CV-1484	**Eastern District of Missouri** Honorable Carol E. Jackson	CONSENT JUDGEMENT against defendant Norman Kelly, defendant Kelly Farms in the amount of $ 163,770.00 terminating case [05/15/02].	163,770.00
4:2004-CV-01428	**Eastern District of Missouri** Honorable E. Richard Webber	On-going as of 12/06/2004. Monsanto filed a MOTION to Expedite Discovery and for Protective Order [10/21/04]. In a MEMORANDUM in response to this motion [11/04/04], the defense counsel states, "The Plaintiff's basis for making this Motion... is a claim that Kelley might actually harvest his crop. The Plaintiff states no facts and has no supporting affidavits which would suggest that Kelley has ever claimed that the beans that are growing on his farmland are anything but Round-Up Ready beans." The Motion to Expedite Discovery, etc. was granted in part and denied in part by the judge [11/05/04].	
2:2004-CV-00208	**Eastern District of Arkansas** Judge James M. Moody	This case is ongoing as of 12/09/04. Monsanto entered a MOTION for expedited discovery and entry of protective order [11/29/04], and the brief in support of this motion noted that "Surveillance was initiated of defendant's soybean farming operations after Monsanto received an anonymous report that they were planting Roundup Ready® soybeans." [11/29/04].	
98-CV-261	**Eastern District of Missouri** Honorable Rodney W. Sippel	CONSENT JUDGEMENT for Monsanto in the amount of $50,000, terminating case with prejudice [8/17/98].	50,000.00
99-CV-1994	**Eastern District of Missouri** Honorable E. Richard Webber	Judge Webber granted Defendant Ron Lea's motion to transfer venue to the Southeastern Division of the Eastern District of Missouri [04/24/00].	N/A
00-CV-37	**Eastern District of Missouri** Honorable Catherine D. Perry	This is the continuation of the case above in the new venue. CONSENT JUDGEMENT for Monsanto in the amount $140,665.00, terminating case, plus an injunction [5/27/02].	140,665.00
01-CV-122	**Eastern District of Missouri** Honorable Charles A. Shaw	Edwin Ling passed away during the course of this case [9/13/02]. A few months later the case was dismissed voluntarily without prejudice [2/26/2002].	◆
98-CV-3079	**Central District of Illinois** Judge Richard Mills	This case ended in settlement. NOTICE of DISMISSAL (entitled Ex Parte Motion to Dismiss) [04/29/98].	▲

Lawsuits Filed Against American Farmers by Monsanto (cont'd)

Plaintiff and Law Firm	Defendant(s) and Lawyers	Farm Location	Date Filed
Monsanto Company Husch and Eppenberger, LLC; Frilot and Partridge	**Massey, Michael;** No Representation	MS	11/5/99
Monsanto Company Husch and Eppenberger, LLC; Bryan Cave LLP; Frilot and Partridge	**Mayfield, John, Paul Mayfield;** George Dale Reesman, Bruce E. Johnson	AR	4/2/99
Monsanto Company Oldham & Kennedy; Frilot Partridge Kohnke & Clements	**McAlister, Terry;** D D'Lyn Davison	TX	4/8/03
Monsanto Company Husch and Eppenberger, LLC; Office of U.S. Attorney; Bryan Cave LLP; Frilot and Partridge	**McFarling, Homan;** Jim Waide, Gary Myers, James L. Robertson, Layton Jager Smith, Jr.	MS	1/19/00
Monsanto Company Nelson Mullins Riley and Scarborough; Mckay Cauthen Settana Martin and Addison	**Meekins, Frank (Jr.), Vashti L. Meekins;** Autrey Carmichael Stephens	SC	1/8/02
Monsanto Company Nelson Mullins Riley and Scarborough; Mckay Cauthen Settana Martin and Addison	**Meekins, Larry F.;** Autrey Carmichael Stephens	SC	1/8/02
Monsanto Company Bradley Arant Rose & White; Frilot Partridge Kohnke & Clements LC	**Meeks, Nacy, Meeks Farms Inc.;** R. Don Ward	AL	12/8/03
Monsanto Company Husch And Eppenberger, LLC; Thompson Coburn; Bryan Cave LLP	**Miller, Scott, Scott Miller Farms;** Dale Aschemann	IL	12/11/01
Monsanto Company Wyatt Tarrant & Combs; Frilot Partridge Kohnke & Clements	**Moore, Paul;** Terry Abernathy	TN	8/18/99
Monsanto Company Husch and Eppenberger, LLC	**Morlan, Autry William, Morlan Farms, Inc.;** Jack B. Spooner	MO	4/3/02

▲ **Settlement reached; amount not disclosed**

◆ **Terms of dismissal, including possible financial settlements, not disclosed**

□ **On-going Cases**

Case Number	District & Judge Presiding	Status/Outcome	Payment to Monsanto
99-CV-1737	**Eastern District of Missouri** Honorable E. Richard Webber	Dismissed voluntarily without prejudice by Monsanto [12/10/99].	◆
99-CV-538	**Eastern District of Missouri** Honorable Charles A. Shaw	This case was settled and dismissed voluntarily with prejudice [10/17/00], along with a CONSENT INJUNCTION ORDER: Mayfields are prohibited from purchasing Monsanto patented seed technology, except YieldGard Corn, for a period of 5 years from the date of this order [10/18/00].	▲
7:03-CV-00074	**Northern District of Texas** Judge Jerry Buchmeyer	ORDER DISMISSING CASE...the cause of action of the Plaintiff against Defendants be and is hereby dismissed with prejudice against the refiling of same with court costs taxed against the party incurring same [06/24/2003].	▲
00-CV-84	**Eastern District of Missouri** Honorable Catherine D. Perry	This case is ongoing. A FINAL JUDGMENT in the amount of $780,000.00 was entered against McFarling for breach of contract [11/15/02]. On appeal, the judge upheld the court's basic ruling that McFarling breached his contract with Monsanto, however it also found that the 120 multiplier for the calculation of damages in Monsanto's tech agreement was unenforceable under Missouri law [4/09/04]. Currently McFarling's case is still open and a petition for certoriari to the Supreme Court has been filed for a second time (the first was denied).	
02-CV-32	**District of South Carolina** Judge Terry L Wooten	FINAL CONSENT INJUNCTION AND JUDGMENT for plaintiff Monsanto Company against defendant Frank Meekins Jr, defendant Vashti L Meekins in the amount of $41,795.60, each party to otherwise bear its own costs, plus a permanent injunction [07/08/02].	41,795.60
02-CV-33	**District of South Carolina** Judge Terry L Wooten	FINAL CONSENT INJUNCTION AND JUDGMENT for plaintiff Monsanto Company against defendant Larry F Meekins in the amount of $42,724.80, each party to otherwise bear its own costs, plus a permanent injunction [07/08/02].	42,742.80
03-CV-3250	**Northern District of Alabama** Judge Sharon Lovelace Blackburn	This case is ongoing and in discovery as of 12/06/04. In it's COMPLAINT, Monsanto claims, "Meeks sold Roundup Ready soybean seed to Monsanto investigators working on behalf of Monsanto and has refused to speak to Monsanto Representatives regarding this matter" [12/08/03].	
01-CV-1938	**Eastern District of Missouri** Honorable Rodney W. Sippel	A settlement was reached in this case. Dismissed Voluntarily: STIPULATION FOR DISMISSAL OF CASE with prejudice- SO ORDERED [07/08/02].	▲
99-CV-1195	**Western District of Tennessee** J. Daniel Breen	CONSENT JUDGMENT in favor of Monsanto Co. in the amt of $44,000.00 dollars - it is ordered that a permanent injunction be entered against Paul Moore enjoining him from any further unauthorized use of Monsanto's patented technology covered by patent numbers 5,633,435 and 5,352,605. This action brought against defendant, Paul Moore, is hereby DISMISSED WITH PREJUDICE - each party to bear its own costs [02/02/01].	44,000.00
02-CV-476	**Eastern District of Missouri** Honorable Catherine D. Perry	IT IS HEREBY ORDERED that this case is transferred to the Southeastern Division of the United States District Court for the Eastern District of Missouri by the Honorable Catherine D. Perry [06/06/2002].	N/A

Lawsuits Filed Against American Farmers by Monsanto (cont'd)

Plaintiff and Law Firm	Defendant(s) and Lawyers	Farm Location	Date Filed
Monsanto Company Husch and Eppenberger, LLC	**Morlan, Autry William, Randy Merrick, Morlan Farms, Inc.;** Jack B. Spooner, Dale E. Gerecke	MO	6/4/02
Monsanto Company Husch and Eppenberger, LLC; Thompson Coburn; Bryan Cave LLP; Frilot and Partridge	**Nelson, Greg, Nelson Farms, Ent.;** Mark R. Fraase	ND	10/11/00
Monsanto Company Husch and Eppenberger, LLC	**Neukam, Richard;** No Representation	IN	10/29/04
Monsanto Company Steptoe & Johnson, LLP	**Olvey, James M.; O & A Enterprises Inc., Olvey & Associates, Inc.;** No Representation		11/23/04
Monsanto Company Husch and Eppenberger, LLC; Frilot and Partridge; Bryan Cave LLP	**Oswalt, Kenneth;** David R. Sparks	MS	2/18/00
Monsanto Company Husch and Eppenberger, LLC; Frilot and Partridge; Bryan Cave LLP	**Owens, Jack;** Pro Se	OK	9/9/99
Monsanto Company Frilot, Partridge, Kohnke & Clements, L.C.; Meise & McMorris	**Plummer, Joseph;** Richard L. Hines	KS	11/19/98
Monsanto Company Husch and Eppenberger, LLC	**Potts, William R., B&B Custom Applications, Inc.;** D. Chadd McKitrick, Rick L. Brunner represented Potts at first, but then he became Pro Se	OH	7/25/03
Monsanto Company Husch and Eppenberger, LLC; Taft Stettinius & Hollister	**Potts, William R., B&B Custom Applications, Inc.;** Shannon Marie Treynor, Daniel Chadd McKitrick, Rick Louis Brunner	OH	4/19/04
Monsanto Company Husch and Eppenberger, LLC; Frilot and Partridge	**Quick, William;** Pro Se	IA	2/10/98

▲ **Settlement reached; amount not disclosed**

◆ **Terms of dismissal, including possible financial settlements, not disclosed**

□ **On-going Cases**

Case Number	District & Judge Presiding	Status/Outcome	Payment to Monsanto
02-CV-77	**Eastern District of Missouri** Honorable Catherine D. Perry	This was a continuation of the case above in a new venue. It was eventually settled, and a FINAL CONSENT INJUNCTION AND JUDGEMENT was entered for Monsanto in the amount $353,773; plus a permanent injunction on the defendants [3/3/2004].	353,773.00
00-CV-1636	**Eastern District of Missouri** Honorable Carol E. Jackson	Monsanto initially demanded $75,000. Nelson motioned to transfer the case to North Dakota, and/or to have the case arbitrated by the North Dakota Dept. of Agriculture, but the judge ruled against both [9/10/01]. The case was then settled, and a JOINT STIPULATION AND ORDER OF DISMISSAL OF CASE was entered by plaintiff Monsanto Company, defendant Greg Nelson, defendant Nelson Farms Ent. with prejudice [11/02/01].	▲
4:2004-CV-01835	**Eastern District of Missouri** Honorable Donald J. Stohr	This case is ongoing as of 12/06/2004. An ORDER entered on 12/03/04 states, "it appears that defendant Richard Neukam has failed to timely answer or otherwise defend against the complaint served on him November 3, 2004." It then calls on the plaintiff to file a motion for default judgement along with a proposed default judgement.	
04-CV-2667	**District of Arizona (Phoenix)** Judge Mary H. Murguia	This case is ongoing; only a complaint has been filed at this time [12/06/04].	
00-CV-278	**Eastern District of Missouri** Mag. Judge Frederick R. Buckles	MOTION by defendant Kenneth Oswalt to dismiss, or in the alternative for order to transfer venue [8/14/00]. ORDER by the judge denying the motion to dismiss as moot., denying the motion for order to transfer venue as moot [11/07/00]. NOTICE OF SETTLEMENT filed by plaintiff Monsanto Company, SO ORDERED by the judge. Dismissed voluntarily with prejudice [11/07/00].	▲
99-CV-1424	**Eastern District of Missouri** Mag. Judge Terry I. Adelman	A settlement was reached, and the case was dismissed voluntarily with prejudice [12/01/00].	▲
2:98-CV-02536-KHV	**District of Kansas Judge** Kathryn H. Vratil, Referred to Magistrate Judge Gerald L. Rushfelt	This case was settled. DISMISSAL OF CASE with prejudice, at plaintiff's costs [4/22/99].	▲
03-CV-1009	**Eastern District of Missouri** Honorable Rodney W. Sippel	Monsanto initially demanded $75,000. IT IS HEREBY ORDERED that Defendant Potts' motion to dismiss is denied, and motion to transfer is granted; IT IS FURTHER that Plaintiff's motion to sever and transfer is granted, and Counts I, III, IV and VIII of the complaint are severed and transferred to the Southern District of Ohio by the judge [4/2/04].	N/A
2:04-CV-00282	**Southern District of Ohio** Algenon L. Marbley, Referred to Norah McCann King	This is a continuation of the case above in a new venue, and it is ongoing as of 12/06/04. Mediation for settlement is set to take place in 2005.	
98-CV-249	**Eastern District of Missouri** Mag. Judge Thomas C. Mummert III	CONSENT JUDGEMENT by the judge for plaintiff Monsanto Company against defendant William Quick and terminating case [5/13/98].	▲

Lawsuits Filed Against American Farmers by Monsanto (cont'd)

Plaintiff and Law Firm	Defendant(s) and Lawyers	Farm Location	Date Filed
Monsanto Company Husch and Eppenberger, LLC; Office of U.S. Attorney; Bryan Cave LLP; Frilot and Partridge	**Ralph, Kem;** Louis J. Leonatti, Randall P. Baker, Jim Waide, James L. Robertson, Layton Jager Smith, Jr., A. Spencer Gilbert, Paul Eldridge Barnes	TN	1/28/00
Monsanto Company Hawk Haynie Kammeyer & Chickedantz LLP; Frilot Partridge Kohnke and Clements LC	**Reidenbach, Paul, Paul W. Reidenbach Enterprises, Inc.;** Daniel J. Sigler	IN	9/13/04
Monsanto Company Meise & McMorris	**Rinehart, Gary;** Leland H. Corley	MO	3/19/03
Monsanto Company Husch and Eppenberger, LLC	**Robinson, Leslie, E., Valley Ridge Grain Co., Inc.;** Tom K. O'Loughlin II	MO	10/8/03
Monsanto Company Husch and Eppenberger, LLC	**Robinson, Leslie, E.;** Erica D. Koetting	MO	10/8/03
Monsanto Company Nelson Mullins Riley and Scarborough; Mckay Cauthen Settana Martin and Addison; Frilot Partridge Kohnke and Clements	**Rogers, Harold Sr., Harold Rogers Jr.;** A. LaFon LeGette, Jr.	SC	2/6/02
Monsanto Company Frilot, Partridge Law Firm; Koley, Jessen Law Firm	**Rogge, Gary;** Jeffrey McGinnis	NE	11/21/01
Monsanto Company Frilot Partridge Kohnke & Clements;Asbury & Asbury	**Roman, Mike;** Janna Fulfer, Grady Terrill, Mike Roman (pro se at first)	TX	4/25/03
Monsanto Company Hawk Haynie Kammeyer & Chickedantz LLP; Frilot Partridge Kohnke and Clements LC; Thompson Coburn LLP	**Roush, Ronald, Troy Roush, Todd Roush, Tony Roush, TDR Farms Inc.;** David A Lundy, Justin Sage, Linda Cooley	IN	5/10/00
Monsanto Company Husch and Eppenberger, LLC	**S.B.D., Inc., Scott McAllister;** William C. Foote	IA	1/15/02
Monsanto Company Bantz, Gosch, Cremer, Peterson, Sommers & Wager; Frilot Partridge Kohnke & Clements	**Shuler, William;** James Abourezk, Todd Epp	SD	7/6/01

▲ **Settlement reached; amount not disclosed**

◆ **Terms of dismissal, including possible financial settlements, not disclosed**

□ **On-going Cases**

Case Number	District & Judge Presiding	Status/Outcome	Payment to Monsanto
00-CV-135	**Eastern District of Missouri** Honorable Rodney W. Sippel	This case went to trial in December 2002 and the jury reached a verdict for Monsanto. IT IS HEREBY ORDERED, ADJUDGED and DECREED that Monsanto Company shall recover from the defendants $2,410,206.00 for patent damages, plus $178,036.51 in prejudgment interest, plus $57,833.20 in costs, plus $291,451.36 in attorneys fees for a total amount through July 9, 2003 of $2,937,527.07 [07/09/03].	2,410,206.00
1:2004-CV-00342	**Northern District of Indiana** Judge William C. Lee, Referred to Magistrate Judge Roger B. Cosbey	Ongoing as of 12/06/04. There was an ORDER granting MOTION for Expedited Discovery and MOTION for Protective Order filed by Monsanto Company. Defendants shall permit entry onto land as specified in this order no later than 10/6/04, and defendants shall not conduct any tillage operations also as specified in the order [9/22/04].	
5:03-CV-06034-GAF	**Western District of Missouri** District Judge Gary A. Fenner	Rinehart operates a store, and does not himself farm any land. The case was dismissed voluntarily, with prejudice at Plaintiff's costs [4/23/03].	◆
1:03-CV-00115	**Eastern District of Missouri** Mag. Judge Thomas C. Mummert III	A settlement was reached- FINAL CONSENT INJUNCTION AND JUDGEMENT: By consent of parties, judgment is entered against Defendants in favot of Monsanto in the amount of $75,000, each party to bear its own costs and attorneys fees [4/29/04].	75,000.00
1:03-CV-00116	**Eastern District of Missouri** Honorable Rodney W. Sippel	ORDER administratively closing this case until bankruptcy proceedings have been concluded or court action is otherwise required [10/17/03].	N/A
02-CV-358	**District of South Carolina** Thomas Edward Rogers, III	JUDGMENT for plaintiff Monsanto Company against defendant Harold C Rogers Jr. in the amount of $325,298 [05/07/04].	325,298.00
4:01-CV-03295	**District of Nebraska** Warren K. Urbom	FINAL CONSENT INJUNCTION AND JUDGMENT: plf is awarded $48,720.00; Rogge is permanently enjoined from making, using, offering to sell, or selling any of Monsanto's patented crop technology, unless permission is given by Monsanto [4/25/02].	48,720.00
1:03-CV-00068	**Northern District of Texas** Sam R. Cummings	CONSENT JUDGEMENT AND PERMANENT INJUNCTION: Roman must pay Monsanto 1,250,000 in damages; he is permanently enjoined from purchasing, planting, or using Monsanto's patented crop seed biotechnologies.	1,250,000.00
00-CV-208	**Northern District of Indiana** Judge Roger B. Cosbey	This case was settled. ORDER granting motion to dismiss case, with prejudice [03/04/02].	▲
02-CV-73	**Eastern District of Missouri** David D. Noce	CONSENT INJUNCTION JUDGMENT-in favor of Monsanto, in the amount of $1,000,000 [9/10/04].	1,000,000.00
01-CV-1015	**District of South Dakota** Charles B. Kornmann	FINAL CONSENT INJUNCTION JUDGMENT against William D. Shuler in the amount of $239,289.00 [05/24/02].	239,289.00

Lawsuits Filed Against American Farmers by Monsanto (cont'd)

Plaintiff and Law Firm	Defendant(s) and Lawyers	Farm Location	Date Filed
Monsanto Company Husch & Eppenberger, LLC; Warden Triplett Grier, PA	**Scruggs, Mitchell, Eddie Scruggs;** James Robertson, Paul Barnes, Spencer Gilbert, Mark Harris	MS	10/22/01
Monsanto Company Holcomb Dunbar; Lake Tindall, LLP; Husch & Eppenberger, LLC; Thompson Coburn; Mcteer & Associates; Arnold & Porter; Howrey Simon Arnold & White	**Scruggs, Mitchell, Eddie Scruggs, Scruggs Farm Supply;** Dennis Sweet, Gary Myers, James Robertson, Jim Waide, Lisa Rohman	MS	9/7/00
Monsanto Company Meise & Mcmorris; Lewis, Rice &Fingersh Kcmo	**Smith, Mike;** Leland H. Corley	MO	3/19/03
Monsanto Company Richards Elder Srader Phillips & Mclaren	**Snowden, Don, Donald Snowden;** No Representation	TX	2/11/00
Monsanto Company Smith, Helms, Mulliss & Moore, L.L.P.; Frilot, Partirdge, Kohnke & Clements, LC	**Stephens, Robert, Camellia Stephens;** Andrew Hanley	NC	10/18/00
Monsanto Company Bradley Arant Rose & White; Frilot Partridge Kohnke & Clements LC	**Stewart, Phillip;** R. Don Ward	AL	12/8/03
Monsanto Company Thompson Coburn; Frilot and Partridge	**Stratemeyer, Eugene;** Edwin D. Akers, Jr.	IL	7/30/99
Monsanto Company Thompson Coburn; Frilot and Partridge; Husch & Eppenberger; Mckenna Long & Aldridge; Becker Paulson Et Al.; Bryan Cave	**Stratemeyer, Eugene;** Thomas Crosby, Richard Mager, Ronald Osman, Robert Eisler, Richard A. Green, Randy Patchett, Lori Andrus, Dale Aschemann, Don Barrett, Jeffrey Berkbigler, Edwin Akers, Elizabeth Cabraser.	IL	9/1/99
Monsanto Company Frilot Partridge Kohnke & Clements; Hand Arendall L.L.C.	**Styron, Herbert, Rodney Styron, Terry Styron, Herbert Styron & Sons, Inc.;** Bert P. Noojin	AL	6/29/98
Monsanto Company Husch and Eppenberger, LLC; Office of U.S. Attorney; Thompson Coburn; Bryan Cave LLP	**Swann, Hal, Swann Farm Partnership;** Jim Waide	MS	9/14/00

▲ **Settlement reached; amount not disclosed**

◆ **Terms of dismissal, including possible financial settlements, not disclosed**

□ **On-going Cases**

Case Number	District & Judge Presiding	Status/Outcome	Payment to Monsanto
2:01-MC-00226-CM	**District of Kansas** Carlos Murguia	Notice of withdrawal by Monsanto Company [5/15/02].	N/A
00-CV-161	**Northern District of Mississippi** W. Allen Pepper	Ongoing as of 12/3/04. Permanent injunction signed 11/4/04; appealed 11/29/04. Defendant's antitrust & state commonlaw counterclaims dismissed by order [11/5/04].	
5:03-CV-06032-ODS	**Western District of Missouri** District Judge Ortrie D. Smith	Dismissed 04/06/04. "All matters"... "fully and completely compromised and settled"	◆
5:00-CV-00044	**Northern District of Texas** Judge Sam R. Cummings	CONSENT JUDGMENT for plaintiff against defendants Don Snowden and Donald Snowden in the amount of $75,000. [02/24/00].	75,000.00
00-CV-211	**Eastern District of North Carolina**	A settlement was reached. Judgment; IT IS ORDERED AND ADJUDGED that the above entitled and numbered matter be, and it is hereby, dismissed, with prejudice, each party to bear its own costs [01/03/02].	▲
03-CV-3248	**Northern District of Alabama** Judge Sharon Lovelace Blackburn	On-going as of 12/2/04- mediator has been selected for settlement.	
99-CV-1218	**Eastern District of Missouri** Judge Carol E. Jackson	Case transferred to the U. S. District Court for the Southern District of Illinois [8/25/99].	N/A
99-CV-4197	**Southern District of Illinois** Judge Michael J. Reagan	Jury Verdict: Defendant to pay $16,874.28 for patent infringement as well as $12,144.59 in prejudgement interest [6/24/04].	16,874.28
1:98-CV-00654-CB	**Southern District of Alabama** Judge Charles R. Butler, Jr	Judgement for Monsanto Co. against Herbert, Rodney and Terry Styron in the amount of $100,000.00. Defendants are permanently enjoined from infringing Monsanto Company's patents regarding Roundup Ready soybeans [3/15/99].	100,000.00
00-CV-1481	**Eastern District of Missouri** Honorable Carol E. Jackson	Ongoing as of 12/04. A summary judgement was granted with respect to counts I through V of the first amended complaint acknowledging that patent infringement happened. The Court will establish a new trial date after disposition of the pending appeal in *Monsanto Company v. McFarling*. Monsanto is requesting that the court reward it $912,600.00 in damages.	

Lawsuits Filed Against American Farmers by Monsanto (cont'd)

Plaintiff and Law Firm	Defendant(s) and Lawyers	Farm Location	Date Filed
Monsanto Company Husch and Eppenberger, LLC	**Tabor, Greg, Grady Tabor, Carolyn Tabor, G&C Farms Partnership;** Jeffrey H. Kass, John H. Quinn	AR	7/25/03
Monsanto Company Frilot Partridge Et Al	**Thomason, Elbert, Charles Thomason, David Thomason, Lasley Thomason, Bale-A-Day Inc., Cotton Plantation, Inc., 3-T Cotton Farms of Rayville Inc., Lucknow Inc.;** Donald L. Kneipp, Bruce Johnson,Rex D Rainach, John M Landis, Michael Q Walshe, Jr	LA	7/23/97
Monsanto Company Husch and Eppenberger, LLC	**Timmerman, Clifford;** Mark Henry, Thomas Germeroth	AR	10/25/02
Monsanto Company Wyatt Tarrant & Combs; Frilot Partridge Kohnke & Clements; Thompson Coburn LLP	**Trantham, William;** Jim Waide	TN	7/25/00
Monsanto Company Meise & McMorris	**Tuggle, Mike;** Mischa Maximiliaan Bastin	MO	3/19/03
Monsanto Company Husch and Eppenberger, LLC; Thompson Coburn; Bryan Cave LLP	**White, Wayne Douglas, Ronnie Edward White;** Edwin Akers, Melanie King	NC	11/6/00
Monsanto Company Bradley Arant Rose & White; Frilot Partridge Kohnke & Clements LC	**White, Michael, Wayne White, White's Farms Feed & Seed, Inc.; White's Seed Cleaning;** R. Don Ward	AL	10/15/03
Monsanto Company Husch and Eppenberger, LLC; Thompson Coburn; Bryan Cave LLP	**Willis, Kenneth, Carl Willis & Sons, Inc.;** Dale Aschemann	IL	12/14/01
Monsanto Company Wyatt Tarrant & Combs; Frilot Partridge Kohnke & Clements	**Wood, James;** Jim Waide	TN	11/30/00

SOURCE: *All information included in these charts was derived from court documents in the public record (PACER: http://pacer.uspci.uscourts.gov) and CFS interviews with farmers and their legal representation.*

▲ **Settlement reached; amount not disclosed**

◆ **Terms of dismissal, including possible financial settlements, not disclosed**

□ **On-going Cases**

Case Number	District & Judge Presiding	Status/Outcome	Payment to Monsanto
03-CV-1008	**Eastern District of Missouri** Judge David D. Noce	In accordance with Confidential Settlement Agreement, case closed 02/27/04.	110,000.00
97-CV-1454	**District of Western Louisiana** Judge James D. Kirk	Jury returned verdict in favor of Monsanto and Delta Pine: defendants must pay $447,797.05 to Monsanto, plus $279,741 in attorney fees, $57,469.13 in costs, and $75,545.83 for testing fields to Monsanto.	447,797.05
02-CV-1631	**Eastern District of Missouri** Judge Catherine D. Perry	FINAL CONSENT INJUNCTION AND JUDGMENT in the amount of $30,000.00 6/12/03; Confidential settlement before trial.	30,000.00
00-CV-2656	**Western District of Tennessee** Thomas A. Wiseman	Initial jury verdict awarded Monsanto $34,392.00 [10/02/01]; the case was deemed "exceptional" and the final damages were enhanced to $318,397.50. Including attorney fees and prejudgement interest, judgement was entered in favor of the plaintiff for $592,677.89 In addition, Trantham is permanently enjoined from infringing Monsanto's patents for biotechnology [05/13/02].	318,397.50
5:03-CV-06033-SOW	**Western District of Missouri** Judge Scott O. Wright	This case was settled and dismissed voluntarily 5/9/2003.	▲
00-CV-1761	**Eastern District of Missouri** Rodney W. Sippel	Final CONSENT Injunction and JUDGEMENT for plaintiff in the amount of $115,000.00 [09/07/01].	115,000.00
03-CV-2804	**Northern District of Alabama** Harwell G. Davis III	Ongoing as of 11/29/04; Consent Motion for entry of preliminary injunction filed 4/13/04.	
01-CV-1963	**Eastern District of Missouri** Frederick R. Buckles	Monsanto initially demanded $75,000 in damages. Parties reached a mutually agreeable settlement regarding issues involved in this lawsuit [7/8/02].	▲
00-CV-3142	**Western District of Tennessee** Avern Cohn	Judgement: plaintiff's motion for summary judgment on patent infringement claims is granted; defendant's motion for partial summary judgment on anti-trust & affirmative defenses claims is denied; the case is remanded to Bankruptcy Court [03/11/03].	N/A

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