

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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Hormel Foods Corporation,

Court File No.: \_\_\_\_\_

Plaintiff,

v.

**COMPLAINT  
(JURY TRIAL DEMANDED)**

Johnsonville, LLC, Brett Sims,  
and Jeremy Rummel,

Defendants.

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Plaintiff Hormel Foods Corporation (“Hormel”), by and through its attorneys, brings this action for damages and other relief, stating and alleging the following claims against Defendants Johnsonville, LLC (“Johnsonville”), Brett Sims (“Sims”), and Jeremy Rummel (“Rummel”) (collectively “Defendants”):

**INTRODUCTION**

1. Hormel and Johnsonville are business competitors in the sausage marketplace. Rather than fairly compete in that marketplace, Johnsonville, through Sims, Rummel, and perhaps others, appears to have undertaken a coordinated effort to interfere with Hormel’s employment relationships and obtain Hormel’s confidential, proprietary, and trade secret information.

2. Johnsonville’s behavior dates back to at least 2023 when it hired Hormel’s Director of Operations, Sims, who oversaw certain sausage production for Hormel.

3. Not long after he was hired, Sims, then an agent of Johnsonville, began soliciting Hormel employees in blatant disregard of the contractual non-solicitation

obligations he owed to Hormel and his contractual obligation to share these covenants with Johnsonville.

4. Sims' campaign was directly responsible for Johnsonville hiring (at minimum) Hormel's Director of Operations, Rummel, whose position focused on sausage products; Hormel's Plant Manager and former Product Manufacturing Manager, Brandon Koehler; and Hormel's Senior Finance Manager, Alison Koehler.

5. Johnsonville's unlawful behavior did not end with its wrongful solicitation of Hormel employees through Sims. After Rummel accepted employment with Johnsonville, but before he provided notice to Hormel of his intent to resign and join Johnsonville, Rummel began forwarding Hormel's highly sensitive confidential, proprietary, and trade secret information to his personal email account. The only reasonable interpretation of Rummel's actions is that, in sending Hormel confidential business information and trade secrets to his personal email account immediately prior to beginning competitive business activities with Johnsonville, Rummel was attempting to take Hormel's confidential business information and trade secrets to Johnsonville for the express purpose of exploiting the information for Johnsonville's benefit, and to Hormel's detriment, in the marketplace.

6. Hormel became aware of Rummel's egregious behavior and interviewed him following notice of his impending Hormel resignation, but before he began work at Johnsonville. On information and belief, after the interview and while still a Hormel employee, Rummel traveled to Sheboygan, Wisconsin—the location of Sims' residence

and near Johnsonville's Sheboygan Falls, Wisconsin headquarters. On information and belief, Rummel also then had conversations with Johnsonville's Chief Legal Officer and its outside counsel.

7. Defendants have violated and continue to violate the law in order to interfere with Hormel's employment relationships and unlawfully obtain Hormel's trade secrets. Hormel brings this action to stop Defendants' wrongful acts and recoup damages for the harm already done and for future harms.

### **PARTIES**

8. Hormel is a corporation organized under the laws of the State of Delaware, with its principal office in Austin, Minnesota.

9. Johnsonville is a limited liability corporation organized under the laws of the State of Delaware, with a principal office in Sheboygan Falls, Wisconsin.

10. Brett Sims is an individual who, upon information and belief, resides in Sheboygan, Wisconsin. Sims is a former employee of Hormel and a current employee of Johnsonville.

11. Rummel is an individual who, upon information and belief, resides in Algona, Iowa. Rummel is a former employee of Hormel and a current employee of Johnsonville.

### **JURISDICTION AND VENUE**

12. The Court has original jurisdiction over this matter under 28 U.S.C. § 1331 because Hormel asserts a claim under the federal Defend Trade Secrets Act, 28 U.S.C. §

1836, *et seq.*

13. The Court has supplemental jurisdiction over Hormel's claims brought under state law under 28 U.S.C. § 1367.

14. This case is properly venued in the United States District Court for the District of Minnesota under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to Hormel's claims occurred in Minnesota and caused damage to Hormel in Minnesota.

### **FACTUAL BACKGROUND**

#### **I. THE PARTIES AND THEIR AGREEMENTS.**

##### **A. Hormel's Business and Protection of its Confidential Information.**

15. Hormel is a global branded food company and has been in business for over 130 years.

16. Hormel's sausage products are industry leading and rely on proprietary recipes and processes, including selecting, grinding, and blending certain spices and meat raw materials, and are the subject of very specific, confidential production processes, marketing plans, and sales plans.

17. Johnsonville and Hormel compete in the sausage market for the same customers and the same end consumers.

18. Hormel has cultivated its proprietary business methods, recipes, production processes, marketing, and sales plans at great effort and expense over decades.

19. The sausage market is increasingly competitive, and improper use of

confidential, proprietary, and trade secret information, or wrongful competition or solicitation, could cause a manufacturer significant competitive economic disadvantage. Accordingly, Hormel takes concerted efforts to safeguard its business, employee relationships, and the secrecy of its valuable information.

20. Hormel requires certain employees to sign a Proprietary Information, Non-Compete, Non-Solicitation, and Invention Assignment Agreement, or similar agreement, which restricts employees from misusing Hormel's proprietary information or soliciting its employees, among other restrictions.

21. Hormel also maintains a robust Code of Ethical Business Conduct which clearly and unambiguously advises employees, among other things, of their duty: to secure and protect confidential information, which includes proprietary information and trade secrets, to understand what information falls in these categories, to maintain the secrecy of this information, and to honor their obligations to prevent disclosure.

22. Hormel regularly trains its employees on compliance with its Code of Ethical Business Conduct and requires annual Code of Ethical Business Conduct certification.

**B. Sims' Employment with Hormel and His Contractual Obligations.**

23. Sims commenced employment with Hormel on November 25, 1991. His final position at Hormel was Director of Operations overseeing certain sausage production.

24. In this role, Sims had extensive involvement in, and access to information about, Hormel's sausage business.

25. Because of the work Sims performed for Hormel, the sensitivity of the

information to which he had access, and the relationships he built with Hormel's employees, Hormel imposed certain confidentiality obligations on Sims and required him to agree to certain restrictive covenants.

26. On December 16, 2019, Sims executed a Proprietary Information, Non-Compete, Non-Solicitation, and Invention Assignment Agreement (the "Sims Agreement").

27. A true and accurate copy of the Sims Agreement is attached hereto as **Exhibit A** and its terms are incorporated by reference into this Complaint.

28. Sims received adequate consideration in the form of a grant of restricted stock units in exchange for his acceptance of the Sims Agreement.

29. As it relates to non-solicitation of employees, Sims agreed:

Non-Solicitation of Employees. The Employee will not, directly or indirectly, personally or through another person, hire, assist in the hiring of, or attempt to hire any of Hormel's employees or consultants; or attempt to induce or influence any of Hormel's employees or consultants to terminate their relationships with Hormel.

(Sims Agreement § 9.D.)

30. Sims agreed that he would not solicit Hormel employees for a period of one year after his termination, and further agreed that the one-year period would be tolled for any period of non-compliance. (Sims Agreement §§ 9, 9.D.)

31. Sims agreed that he would inform any new employer, prior to accepting employment, of the existence of the Sims Agreement and provide such employer with a copy of the Sims Agreement. (Sims Agreement § 9.B.)

32. The Sims Agreement provides that it will be construed, interpreted, and governed by Minnesota law, and that Hormel is entitled to recover its attorneys' fees, disbursements, and court costs to enforce its rights under the agreement. (Sims Agreement §§ 12, 13.)

33. Hormel complied with all of its obligations under the Sims Agreement.

**C. Rummel's Employment with Hormel and His Contractual Obligations.**

34. Rummel commenced employment with Hormel on June 5, 2000. Rummel last worked for Hormel as a Director of Operations.

35. In this role, Rummel had extensive involvement in, and access to information about, Hormel's sausage business.

36. Because of the work Rummel performed for Hormel, the sensitivity of the information to which he had access, and the relationships he built with Hormel's employees, Hormel imposed certain confidentiality obligations on Rummel and required him to agree to certain restrictive covenants.

37. On December 11, 2019, Rummel executed a Proprietary Information, Non-Compete, Non-Solicitation, and Invention Assignment Agreement (the "Rummel Agreement").

38. A true and accurate copy of the Rummel Agreement is attached hereto as **Exhibit B** and its terms are incorporated by reference into this Complaint.

39. Rummel received adequate consideration in the form of a grant of restricted stock units in exchange for his acceptance of the Rummel Agreement.

40. As it relates to confidential information, Rummel agreed:

The Employee will not at any time, either during or after their employment by Hormel, use or disclose, directly or indirectly, any Hormel PROPRIETARY INFORMATION, except on behalf of Hormel. Further, the Employee will not at any time, either during or after their employment by Hormel, use or disclose, directly or indirectly, any information Hormel has received from third parties that Hormel has agreed to keep confidential, except for the exclusive benefit of Hormel as is required by their duties for Hormel and consistent with Hormel's confidentiality obligations.

(Rummel Agreement § 5.)

41. The Rummel Agreement defines “Proprietary Information” as:

[I]nformation that is not generally known outside of Hormel including, but not limited to, formulas, patterns, compilations, programs, devices, methods, techniques, processes, systems, research, development, designs, accounting, finance, plans, customer information, personnel information, and pricing policies. . . .

(Rummel Agreement § 4.)

42. Rummel agreed that he would inform any new employer, prior to accepting employment, of the existence of the Rummel Agreement and provide such employer with a copy of the agreement. (Rummel Agreement § 9.B.)

43. The Rummel Agreement provides that it will be construed, interpreted, and governed by Minnesota law, and that Hormel is entitled to recover its attorneys’ fees, disbursements, and court costs to enforce its rights under the agreement. (Rummel Agreement §§ 12, 13.)

44. Hormel complied with all of its obligations under the Rummel Agreement.



**II. SIMS AND RUMMEL JOIN JOHNSONVILLE AND VIOLATE LEGAL OBLIGATIONS TO HORMEL.**

**A. Sims Joins Johnsonville and Immediately Breaches his Agreement.**

45. In or about June 2023, Sims accepted the position of Chief Supply Chain Officer at Johnsonville.

46. Because Sims agreed to provide a copy of the Sims Agreement to any potential employer, Johnsonville knew or should have known of Sims' non-solicitation obligations.

47. Upon information and belief, Sims, as an agent of Johnsonville, immediately began to solicit Hormel employees upon his hire at Johnsonville in direct contravention of his non-solicitation restrictions.

48. Sims solicited Rummel shortly after joining Johnsonville and continued to solicit Rummel for the next two years.

49. Sims also solicited Brandon Koehler, Hormel's Plant Manager and former Product Manufacturing Manager, and Alison Koehler, Senior Finance Manager.

50. Sims' solicitation was successful, and Rummel and the Koehlers resigned from Hormel in May 2025 to join Johnsonville.

51. Rummel admitted to Hormel that Sims' solicitation, while an agent of Johnsonville, led to his employment at Johnsonville.

52. Brandon Koehler admitted to Hormel that Sims' solicitation, while an agent of Johnsonville, led to his employment at Johnsonville.

53. Alison Koehler admitted to Hormel that Sims' solicitation, while an agent of

Johnsonville, led to her employment at Johnsonville.

54. Sims' solicitation of Rummel and the Koehlers each independently violated the Sims Agreement.

55. Upon information and belief, as an agent of Johnsonville, Sims solicited other Hormel employees in direct violation of the Sims Agreement.

56. Upon information and belief, Sims solicited these employees to give Johnsonville an unfair competitive advantage over Hormel.

57. Upon information and belief, Sims solicited these employees with the support of Johnsonville.

**B. Rummel Violates his Agreement.**

58. In or about April 2025, Rummel accepted employment with Johnsonville.

59. In, at a minimum, April 2025, after accepting employment with Johnsonville but before informing Hormel of his intent to resign from Hormel to join Johnsonville, Rummel used his Hormel email account to send Hormel's highly confidential, proprietary, and trade secret information to his personal email account.

60. The information Rummel sent to his personal email account included, *inter alia*, Hormel's product formulas, processing procedures, acquisition target information, and marketing strategy information.<sup>1</sup>

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<sup>1</sup> Hormel will provide more detailed information regarding the confidential, proprietary, and trade secret information when it can be done under seal and a protective order is in place. Because Rummel sent these documents to his personal email account, he is already on notice of the information at issue.

61. Specifically, Rummel sent significant information related to Hormel's sausage manufacturing process and products to his personal email account without any Hormel business reason to do so.

62. The information Rummel sent to his personal email account includes "Proprietary Information" as defined in the Rummel Agreement, comprising Hormel's confidential, proprietary, and trade secret information.

63. Upon information and belief, Rummel emailed these files to his personal email account at the direction of and/or in cooperation or anticipated cooperation with Johnsonville, for the sole purpose of enabling Johnsonville to interfere with Hormel's business.

64. Because Rummel agreed he would provide a copy of the Rummel Agreement to any potential employer, Johnsonville knew or should have known of Rummel's confidentiality obligations.

**C. Hormel Confronts Rummel; Rummel Admits to his Misconduct.**

65. On May 21, 2025, Hormel discovered that Rummel sent information to his personal email account.

66. On May 22, 2025, Hormel interviewed Rummel regarding his behavior.

67. Initially, Rummel denied sending confidential and proprietary Hormel information to his personal email. After being presented with evidence of the email activity, he reviewed emails on his cell phone and admitted some of them contained confidential and proprietary Hormel information.

68. During the interview, Rummel disclosed that Sims had been soliciting him for employment with business competitor Johnsonville since 2023.

**D. Rummel's Actions Confirm Johnsonville and Sims' Involvement.**

69. Hormel subsequently demanded that Rummel permit forensic examination of his cell phone, and asked for Rummel's address so Hormel could send him a forensic collection kit.

70. On May 27, 2025, Rummel informed Hormel that the forensic collection kit for his cell phone could be sent to an address in Sheboygan, Wisconsin that, based upon information and belief, is Sims' home address, and near Johnsonville's corporate headquarters.

71. Upon information and belief, Rummel went to Sims' house with the intent to share the details of his interview with Hormel and develop a plan to protect his new role at Johnsonville.

72. In subsequent communications regarding the forensic imaging of Rummel's phone and email, Rummel—who was still a Hormel employee at this point—expressed concern that the forensic examination would reveal “privileged” conversations he had with Nathan Ganfield (“Ganfield”) and Maria Krieter (“Krieter”).

73. Ganfield is Johnsonville's Chief Corporate Development and Legal Officer, and Krieter is outside counsel for Johnsonville.<sup>2</sup>

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<sup>2</sup> Although Krieter now represents Rummel, before June 1, 2025, a different lawyer and law firm represented Rummel and oversaw the imaging of his cell phone and email, which Hormel takes to indicate that Krieter was not representing Rummel in this window of time.

74. Hormel forensically imaged Rummel's phone and email on May 30, 2025.

**III. HORMEL IMMEDIATELY ACTS TO PROTECT ITS MISAPPROPRIATED INFORMATION.**

75. Hormel terminated Rummel for cause on May 30, 2025 due to his material breach of the Rummel Agreement and Hormel's Code of Ethical Business Conduct.

76. The same day, Hormel sent a letter to Ganfield outlining Sims' and Rummel's violations of their agreements, detailing their unlawful behavior, and asking for a number of assurances from Johnsonville.

77. Johnsonville refused to adequately provide the assurances reasonably requested by Hormel.

**COUNT I  
BREACH OF CONTRACT  
Against Sims**

78. Hormel restates and incorporates all preceding allegations as though fully set forth herein.

79. The Sims Agreement is a valid and enforceable contract. Sims evinced his acceptance of Hormel's offer by executing the Sims Agreement.

80. Sims voluntarily entered into the Sims Agreement in exchange for consideration and benefits provided by Hormel.

81. Hormel complied with its obligations in the Sims Agreement and performed all conditions precedent.

82. In the Sims Agreement, Sims agreed to, *inter alia*, terms imposing a duty of confidentiality and restricting solicitation.

83. These covenants are reasonable and necessary to protect Hormel's legitimate business interests and employment relationships.

84. Sims materially breached and continues to breach the Sims Agreement.

85. As reflected in the Sims Agreement, Sims' non-solicitation restriction is tolled by any period of non-compliance.

86. By such actions, Sims has caused and continues to cause Hormel immediate and irreparable harm for which Hormel has no adequate remedy at law and on account of which it has suffered damages, including but not limited to the separation of multiple employees.

87. Hormel is entitled to attorney's fees and costs under the Sims Agreement.

**COUNT II**  
**BREACH OF CONTRACT**  
**Against Rummel**

88. Hormel restates and incorporates all preceding allegations as though fully set forth herein.

89. The Rummel Agreement is a valid and enforceable contract. Rummel evinced his acceptance of Hormel's offer by executing the Rummel Agreement.

90. Rummel voluntarily entered into the Rummel Agreement in exchange for consideration and benefits provided by Hormel.

91. Hormel complied with its obligations in the Rummel Agreement and performed all conditions precedent.

92. In the Rummel Agreement, Rummel agreed to, *inter alia*, terms imposing a

duty of confidentiality.

93. The covenant governing confidentiality is reasonable and necessary to protect Hormel's legitimate business interests.

94. The information Rummel sent to his personal email account is "Proprietary Information" as defined under the Rummel Agreement.

95. Rummel materially breached and continues to breach the Rummel Agreement.

96. By such actions, Rummel has caused and continues to cause Hormel immediate and irreparable harm for which Hormel has no adequate remedy at law and on account of which it has suffered damages, including but not limited to the misappropriation and distribution of its confidential, proprietary, and trade secret information.

97. Hormel is entitled to attorney's fees and costs under the Rummel Agreement.

**COUNT III**  
**TORTIOUS INTERFERENCE WITH CONTRACT**  
**Against Johnsonville**

98. Hormel restates and incorporates all preceding allegations as though fully set forth herein.

99. Sims and Rummel both agreed they would furnish copies of their agreements to any future employer, which would include Johnsonville.

100. On information and belief, Johnsonville was aware that Sims and Rummel were employed by Hormel and that their employment was governed by the Sims and Rummel Agreements, which Johnsonville knew were valid contractual relationships.

101. Johnsonville intentionally interfered with Hormel's contractual relationships, and intentionally procured the breach of those contractual relationships, by supporting Sims and Rummel in violating their contractual obligations to Hormel.

102. On information and belief, Johnsonville coordinated with Sims with the purpose and intent of soliciting employees away from Hormel and, in doing so, induced Sims' breach of the Sims Agreement.

103. On information and belief, Johnsonville coordinated with Rummel in the unlawful taking of Hormel's confidential, proprietary, and trade secret information and, in doing so, induced Rummel's breach of the Rummel Agreement.

104. Johnsonville took these actions without justification or privilege, without proper means, and for improper purposes, including for the purpose of impairing Hormel's ability to compete in the sausage market and in order to benefit itself and give itself an unfair competitive advantage; Johnsonville's actions were a significant factor in causing Sims' and Rummel's breaches of their agreements.

105. By such actions, Johnsonville has caused and continues to cause Hormel immediate and irreparable harm for which it has no adequate remedy at law, and has caused and continues to cause Hormel actual damages.

**COUNT IV**  
**MISAPPROPRIATION OF TRADE SECRETS**  
**UNDER THE DEFEND TRADE SECRETS ACT OF 2016**  
**Against Rummel**

106. Hormel restates and incorporates all preceding allegations as though fully set forth herein.



107. The confidential and proprietary information that Hormel entrusted to Rummel, including specifically documents and information relating to its sausage business, product formulas, processing procedures, acquisition target information, and marketing strategy information, constitute trade secrets because Hormel derives independent economic value from that information not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use. The information is particularly valuable to a competitor in the sausage market, such as Johnsonville, and would allow competitors to unfairly capitalize on Hormel's investment in its sausage business.

108. Hormel takes reasonable measures to maintain the secrecy of its trade secrets.

109. Due to Rummel's employment, he had direct access to and knowledge of Hormel's trade secrets, particularly relating to Hormel's sausage business.

110. The trade secret information Rummel obtained is related to Hormel's products used in interstate commerce, as Hormel distributes its products worldwide.

111. Under the Defend Trade Secrets Act of 2016 ("DTSA"), Rummel was prohibited from misappropriating Hormel's trade secrets.

112. Rummel misappropriated Hormel's trade secrets when he improperly and knowingly acquired, retained, used, and/or disclosed the trade secrets that he took from Hormel without authorization, by improper and unlawful means, and in breach of the Rummel Agreement. Rummel did so without Hormel's consent and knowing the trade secrets were acquired by improper and/or unlawful means.

113. Rummel acquired and disclosed Hormel's trade secrets without Hormel's consent, including transmitting trade secrets to his personal email account.

114. Rummel engaged in this conduct despite acquiring this information under circumstances giving rise to a duty to maintain the information's secrecy and limit its use, which duty Rummel owed and continues to owe to Hormel as a former employee.

115. Under the DTSA, Rummel was prohibited from misappropriating Hormel's trade secrets when he knew or had reason to know that the trade secrets were acquired through improper means.

116. Rummel's misappropriation of Hormel's trade secrets has been willful and malicious.

117. As a direct and proximate result of Rummel's misappropriation of Hormel's trade secrets, Hormel has suffered and continues to suffer irreparable injury, and sustained significant damage. Hormel is entitled to any and all relief available at law, including pursuant to 18 U.S.C. § 1836(b)(3).

**COUNT V**  
**MISAPPROPRIATION OF TRADE SECRETS UNDER**  
**THE MINNESOTA UNIFORM TRADE SECRETS ACT**  
**Against Rummel**

118. Hormel restates and incorporates all preceding allegations as though fully set forth herein.

119. The confidential and proprietary information that Hormel entrusted to Rummel, including specifically documents and information relating to its sausage business, product formulas, processing procedures, acquisition target information, and marketing

strategy information, constitute trade secrets because Hormel derives independent economic value from that information not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use. The information is particularly valuable to a competitor in the sausage market, such as Johnsonville, and would allow competitors to unfairly capitalize on Hormel's investment in its sausage business.

120. Hormel takes reasonable measures to maintain the secrecy of its trade secrets.

121. Due to Rummel's employment, he had direct access to and knowledge of Hormel's trade secrets, particularly relating to Hormel's sausage business.

122. The trade secret information Rummel obtained is related to Hormel's products used in interstate commerce, as Hormel distributes its products worldwide.

123. Under the Minnesota Uniform Trade Secrets Act ("MUTSA"), Rummel was prohibited from misappropriating Hormel's trade secrets.

124. Rummel misappropriated Hormel's trade secrets when he improperly and knowingly acquired, retained, used, and/or disclosed the trade secrets that he took from Hormel without authorization, by improper and unlawful means, and in breach of the Rummel Agreement. Rummel did so without Hormel's consent and knowing the trade secrets were acquired by improper and/or unlawful means.

125. Rummel acquired and disclosed Hormel's trade secrets without Hormel's consent, including transmitting trade secrets to his personal email account.

126. Rummel engaged in this conduct despite acquiring this information under

circumstances giving rise to a duty to maintain the information's secrecy and limit its use, which duty Rummel owed and continues to owe to Hormel as a former employee.

127. Under the MUTSA, Rummel was prohibited from misappropriating Hormel's trade secrets when he knew or had reason to know that the trade secrets were acquired through improper means.

128. Rummel's misappropriation of Hormel's trade secrets has been willful and malicious.

129. As a direct and proximate result of Rummel's misappropriation of Hormel's trade secrets, Hormel has suffered and continues to suffer irreparable injury, and sustained significant damage. Hormel is entitled to any and all relief available at law, including pursuant to Minn. Stat. § 325C.03.

**COUNT VI**  
**BREACH OF EMPLOYEE DUTY OF CONFIDENTIALITY**  
**Against Rummel**

130. Hormel restates and incorporates all preceding allegations as though fully set forth herein.

131. As an employee of Hormel, Rummel owed Hormel a duty not to disclose Hormel's confidential, proprietary, and trade secret information, including information about its sausage business, product formulas, processing procedures, acquisition target information, and marketing strategy information.

132. By virtue of his employment at Hormel, Rummel had direct access to and knowledge of troves of Hormel's confidential, proprietary, and trade secret information.

133. Rummel knew that information obtained by virtue of his employment was confidential, proprietary, and/or trade secret and should not be disclosed, as evidenced by his secretive behavior in sending the information to his personal email account and then traveling to Sims' house after Hormel discovered his behavior.

134. Hormel took measures that were reasonable under the circumstances to protect its confidential, proprietary, and trade secret information from unauthorized disclosure.

135. Rummel disclosed, used, and misappropriated Hormel's confidential, proprietary, and trade secret information by (a) sending this information to his personal email account and (b) using it, without express or implied consent from Hormel, all in order to aid his new employer, Johnsonville, and cause Hormel damage.

136. As a direct and proximate result of Rummel's breach of his duty, Hormel has suffered and will continue to suffer irreparable injury and sustained significant damage.

**COUNT VII**  
**BREACH OF EMPLOYEE DUTY OF LOYALTY**  
**Against Rummel**

137. Hormel restates and incorporates all preceding allegations as though fully set forth herein.

138. Hormel and Johnsonville compete in the sausage market.

139. Rummel had a duty of loyalty to Hormel which he breached by, while still employed by Hormel, engaging in acts of secret competition intended to assist himself and Johnsonville, including but not limited to misappropriating Hormel's confidential,

proprietary, and trade secret information and engaging with other Johnsonville employees and legal representatives.

140. Rummel acted with the purpose of injuring Hormel, and his disloyal conduct has caused Hormel to suffer damages and hindered its business.

141. Rummel's actions were intentional, willful, and malicious.

### **DEMAND FOR JURY TRIAL**

Hormel respectfully demands a trial by jury on all counts.

### **REQUEST FOR RELIEF**

WHEREFORE, Hormel respectfully requests that judgment be entered in its favor and against Defendants granting all relief requested in this Complaint and/or allowed at law or in equity, including:

1. An Order and other appropriate equitable relief that:
  - a. Requires Sims to comply with the terms of the Sims Agreement;
  - b. Extends the "Restricted Period" in the Sims Agreement to one year from the date of the Court's order;
  - c. Requires Rummel to comply with the terms of the Rummel Agreement;
  - d. Extends the "Restricted Period" in the Rummel Agreement to one year from the date of the Court's order;
  - e. Enjoins Johnsonville from interfering with the Sims Agreement and Rummel Agreement;
  - f. Orders Rummel to (i) deliver to Hormel all Hormel confidential, proprietary, and trade secret information in his possession, custody, or control; (ii) itemize and then destroy all Hormel confidential, proprietary, and trade secret information in non-deliverable form in his possession, custody, or control, including, without limitation, the

deletion of all documentation, information, or data from files and storage media, (iii) refrain from using or disclosing any Hormel confidential, proprietary, or trade secret information in his possession, custody or control; and

- g. Requires Rummel to take all necessary efforts to ensure that all electronic devices, email accounts, cloud storage accounts, and any other device or medium in his possession do not have any access to Hormel's confidential, proprietary, or trade secret information.
  - h. Requires Rummel to retrieve, return and/or destroy Hormel's confidential, proprietary, or trade secret information from Johnsonville or any third party to whom the information was disclosed, and to advise such third party that the information was misappropriated and should not be further used or disclosed.
2. Awarding Judgment in favor of Hormel and against Defendants;
  3. Awarding Hormel actual damages, contractual damages, tort damages, and disgorgement of amounts by which Defendants were unjustly enriched, or in the alternative, a reasonable royalty;
  4. Awarding Hormel the compensation it paid to Rummel during his period of disloyalty;
  5. Granting Hormel the ability to seek punitive damages under Minnesota law, and awarding Hormel punitive and/or exemplary damages;
  6. Awarding Hormel of pre- and post-judgment interest;
  7. Awarding Hormel its reasonable attorneys' fees, disbursements, and costs incurred in this action; and
  8. Awarding Hormel such other and further relief as the Court deems just and proper.

Dated: June 18, 2025

s/Joseph M. Sokolowski

Joseph M. Sokolowski (#0178366)

Kurt Niederluecke (#0271597)

Janet M. Dorr (#0393311)

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# **EXHIBIT A**

## PROPRIETARY INFORMATION, NON-COMPETE, NON-SOLICITATION AND INVENTION ASSIGNMENT AGREEMENT

THIS AGREEMENT is between HORMEL FOODS CORPORATION and Brett Sims ("the Employee"). As used in this Agreement, "Hormel" means Hormel Foods Corporation and any existing or future subsidiaries, business units, or divisions owned or controlled, directly or indirectly, by it.

Hormel's business is highly competitive and it has invested considerable sums of money in developing trade secret information. While employed by Hormel, Hormel represents and Employee acknowledges the Employee will be provided access to and entrusted with its trade secrets. In consideration of the employment, wages, salary and other benefits provided to the Employee by Hormel, and of the access to Hormel's trade secrets, the Employee agrees to the covenants and agreements contained in this Agreement. The Employee further agrees that these covenants and agreements are reasonable and necessary to protect Hormel's legitimate business interests.

Therefore, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1. The Employee acknowledges that they have had an opportunity to review this Agreement and to consult with an attorney before entering into it, and that the Employee enters into this Agreement of their own free will. The Employee further acknowledges that nothing in this Agreement will entitle the Employee to employment with Hormel for any term or through any specific date. The Employee's employment with Hormel is "at-will" and may be terminated by either party at any time, with or without cause, for no reason or for any reason.
2. The Employee warrants that prior to entering into this Agreement the Employee has disclosed to Hormel any agreements that would prevent them from performing any duties for Hormel.
3. The Employee represents that their employment with Hormel and their compliance with this Agreement do not and will not breach any agreement to keep in confidence information acquired by the Employee prior to or outside of their employment with Hormel. Employee warrants that they have not brought and will not bring with them to Hormel for use or disclosure in the performance of the their duties with Hormel any materials, documents or information of a former employer or any third party that are not generally available to the public, unless the they have obtained express written authorization from the owner for their possession and use by or for Hormel. The Employee represents that they have not entered into, and agrees that the Employee will not enter into, any agreement, either oral or written, in conflict with this Agreement.
4. During the period of employment, Hormel will provide the Employee with PROPRIETARY INFORMATION which will be helpful and necessary for the Employee to perform the Employee's duties.

As used in this Agreement, "PROPRIETARY INFORMATION" means information that is not generally known outside of Hormel including, but not limited to, formulas, patterns, compilations, programs, devices, methods, techniques, processes, systems, research, development, designs, accounting, finance, plans, customer information, personnel information, and pricing policies. The Employee acknowledges that Hormel specifically claims this information constitutes its PROPRIETARY INFORMATION.

5. The Employee will not at any time, either during or after their employment by Hormel, use or disclose, directly or indirectly, any Hormel PROPRIETARY INFORMATION, except on behalf of Hormel. Further, the Employee will not at any time, either during or after their employment by Hormel, use or disclose, directly or indirectly, any information Hormel has received from third parties that Hormel has agreed to keep confidential, except for the exclusive benefit of Hormel as is required by their duties for Hormel and consistent with Hormel's confidentiality obligations.

The obligations relating to PROPRIETARY INFORMATION in this Agreement shall not apply when the PROPRIETARY INFORMATION is disclosed in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The Employee has the right to disclose PROPRIETARY INFORMATION in a complaint, other document filed in a lawsuit, or other proceeding, but only if the filing is made under seal and protected from public disclosure.

6. The Employee will not at any time during the Employee's employment by Hormel (a) be engaged in any other business activity that in any way interferes with the performance of the Employee's duties to Hormel or represents an unreasonable risk of compromising Hormel's PROPRIETARY INFORMATION, or (b) own, operate, or render services, directly or indirectly, to a CONFLICTING ORGANIZATION.

As used in this Agreement, "CONFLICTING ORGANIZATION" means any person or organization (including one owned in whole or in part by the Employee) which is engaged in or planning to become engaged in, the research or development, production, marketing, leasing, selling or servicing of a CONFLICTING PRODUCT.

As used in this Agreement, "CONFLICTING PRODUCT" means any product, product line, process, system or service of any person or organization other than Hormel, in existence or under development, which is the same as, similar to, derived from, improves upon, competes with, or will compete with a product, product line, process, system or service about which the Employee acquires PROPRIETARY INFORMATION as a result of the Employee's employment by Hormel or which the Employee either worked on or sold during the last two (2) years of their employment with Hormel.

7. Subject to the provisions of Paragraph 9, the Employee is free at any time to leave the employment of Hormel upon proper notice and, subject to the limitations set forth herein, accept any job that utilizes the Employee's general education and skills except one that would create an unreasonable risk of compromising Hormel's PROPRIETARY INFORMATION.

8. Upon termination, the Employee will return to Hormel in good order all documents, records, electronic storage media containing Hormel's PROPRIETARY INFORMATION or other confidential information, including all copies or specimens thereof in the Employee's possession (whether at the Employee's place of work, at home, or elsewhere) that have been prepared by the Employee or others at Hormel. The Employee will also return all credit cards, computers, keys, passwords, automobiles, tools, equipment, and any other Hormel property in the Employee's possession.

9. In order to protect Hormel's PROPRIETARY INFORMATION, for a period of one (1) year after the Employee's termination of employment by Hormel for any reason:

A. Non-Compete. The Employee will not render services, directly or indirectly, to any CONFLICTING ORGANIZATION, except that the Employee may accept employment with or provide services to a CONFLICTING ORGANIZATION whose business is diversified (and which has separate and distinct divisions), provided the Employee does not render services, directly or indirectly, that relate to or are in connection with a CONFLICTING PRODUCT and/or about which the Employee acquired Hormel's PROPRIETARY INFORMATION during the Employee's employment with Hormel.

B. If the Employee has reason to believe that their new employer will be or may be a CONFLICTING ORGANIZATION, the Employee will give notice to Hormel prior to commencing work with or rendering any services to the new employer and will not render such services absent Hormel's prior written approval. The Employee also will inform any new employer, prior to accepting employment, of the existence of this Agreement and provide such employer with a copy of it. Prior to the Employee accepting employment with a CONFLICTING ORGANIZATION, the Employee will obtain written assurances satisfactory to Hormel from the CONFLICTING ORGANIZATION and the Employee stating that the Employee will, for a period of one (1) year, abide by the express provisions of the Agreement.

C. Non-Solicitation of Customers. The Employee will not, directly or indirectly, promote, market, advertise, solicit or sell, or assist others in promoting, marketing, advertising, soliciting, or selling, any CONFLICTING PRODUCT to:

- (i) any customer of Hormel with whom the Employee, or someone who the Employee supervised, called upon or did business with during the last two (2) years of the Employee's employment with Hormel, or
- (ii) any prospective customer of Hormel with whom the Employee, or someone the Employee supervised, solicited or called upon during the last two (2) years of the Employee's employment with Hormel.

D. Non-Solicitation of Employees. The Employee will not, directly or indirectly, personally or through another person, hire, assist in the hiring of, or attempt to hire any of Hormel's employees or consultants; or attempt to induce or influence any of Hormel's employees or consultants to terminate their relationships with Hormel.

E. The running of the one (1) year restricted period referenced in Paragraph 9 will be tolled for any time the Employee, during the one (1) year restricted period, provides services to a CONFLICTING ORGANIZATION later found to be in violation of any covenant contained in Paragraph 9 of this Agreement.

F. Paragraph 9 is not applicable if the Employee worked in California, North Dakota, Oklahoma as of the date their employment with Hormel terminated.

10. The Employee agrees to assign and hereby assigns to Hormel all right, title and interest in and to INVENTIONS made, authored, or conceived by the Employee, either solely or jointly with others, during employment with Hormel, and for one (1) year after termination of such employment. As used in this Agreement, "INVENTIONS" means discoveries, developments, improvements, trade secrets, trademarks, concepts, and original works of authorship, whether or not patentable, registrable or copyrightable. During such employment and for one (1) year following termination of employment, the Employee will:

A. Promptly make full written disclosure of all INVENTIONS to Hormel.

B. Keep accurate records of all INVENTIONS, which records will be the exclusive property of Hormel and will be retained on Hormel's premises.

C. Return all records of INVENTIONS including any notes, memoranda, notebooks, drawings or other documents, made by, compiled by, or delivered to the Employee during the Employee's period of employment to Hormel at the time of termination of employment or at any other time upon request of Hormel.

D. Execute any papers necessary for the protection of Hormel's INVENTIONS, including papers necessary to obtain U.S. or foreign patents, whenever requested by Hormel, both during and after employment with Hormel without separate or additional compensation.

Paragraph 10 of this Agreement does not apply to INVENTIONS for which no equipment, supplies, facility or trade secret of Hormel was used or which was developed entirely on the Employee's own time, and (1) which does not relate (a) directly to Hormel's business or (b) to Hormel's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the Employee for Hormel. This includes INVENTIONS conceived by the Employee prior to employment with Hormel, which are described by the Employee in Exhibit A attached hereto. If no Exhibit A is attached, the Employee represents there are no such prior INVENTIONS.

11. In the event the Employee breaches this Agreement, all benefits and bonuses (including but not limited to stock options, survivor income benefits, and long-term incentives) to which the Employee would otherwise be entitled will be forfeited as provided by the respective plan documents for each such benefit program to the maximum extent allowed under applicable law. In the case of benefits where there are no plan documents, if any, such benefits will be forfeited or Hormel subsidies of such benefits will be forfeited, whichever meets Hormel's minimum obligations under applicable law.

12. This Agreement will be construed, interpreted and governed by the laws of the State of Minnesota although it is intended for general use throughout the United States. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding will not invalidate any of the other provisions of this Agreement, it being intended that the Agreement will be construed as if such provision is not contained herein so far as enforcement of the Agreement against the Employee in that particular jurisdiction is concerned.

13. In any proceeding brought to enforce Hormel's rights hereunder, in addition to any injunctive relief to which Hormel may be entitled, damages recoverable will include, without limitation, court costs and reimbursement of Hormel's attorneys' fees and disbursements.

14. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein and there are no other terms other than those contained herein. No variation or modification to the Agreement will be deemed valid unless in writing and signed by the parties hereto and no discharge of the terms hereof will be deemed valid unless by full performance of the parties hereto or by a writing signed by the parties hereto.

15. All notices to be sent to Hormel will be addressed as follows: Legal Department, Hormel Foods Corporation, 1 Hormel Place, Austin, Minnesota 55912.

I have carefully read and understand and agree to all the terms of this Agreement.

Date Signed

Employee's Signature

Employee's Name (Print)

ACCEPTED FOR HORMEL BY:

Signature

Janet L Hogan  
Name (Print)

Sr VP Human Resources  
Title

# **EXHIBIT B**



## PROPRIETARY INFORMATION, NON-COMPETE, NON-SOLICITATION AND INVENTION ASSIGNMENT AGREEMENT

THIS AGREEMENT is between HORMEL FOODS CORPORATION and Jeremy Rummel ("the Employee"). As used in this Agreement, "Hormel" means Hormel Foods Corporation and any existing or future subsidiaries, business units, or divisions owned or controlled, directly or indirectly, by it.

Hormel's business is highly competitive and it has invested considerable sums of money in developing trade secret information. While employed by Hormel, Hormel represents and Employee acknowledges the Employee will be provided access to and entrusted with its trade secrets. In consideration of the employment, wages, salary and other benefits provided to the Employee by Hormel, and of the access to Hormel's trade secrets, the Employee agrees to the covenants and agreements contained in this Agreement. The Employee further agrees that these covenants and agreements are reasonable and necessary to protect Hormel's legitimate business interests.

Therefore, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1. The Employee acknowledges that they have had an opportunity to review this Agreement and to consult with an attorney before entering into it, and that the Employee enters into this Agreement of their own free will. The Employee further acknowledges that nothing in this Agreement will entitle the Employee to employment with Hormel for any term or through any specific date. The Employee's employment with Hormel is "at-will" and may be terminated by either party at any time, with or without cause, for no reason or for any reason.

2. The Employee warrants that prior to entering into this Agreement the Employee has disclosed to Hormel any agreements that would prevent them from performing any duties for Hormel.

3. The Employee represents that their employment with Hormel and their compliance with this Agreement do not and will not breach any agreement to keep in confidence information acquired by the Employee prior to or outside of their employment with Hormel. Employee warrants that they have not brought and will not bring with them to Hormel for use or disclosure in the performance of the their duties with Hormel any materials, documents or information of a former employer or any third party that are not generally available to the public, unless the they have obtained express written authorization from the owner for their possession and use by or for Hormel. The Employee represents that they have not entered into, and agrees that the Employee will not enter into, any agreement, either oral or written, in conflict with this Agreement.

4. During the period of employment, Hormel will provide the Employee with PROPRIETARY INFORMATION which will be helpful and necessary for the Employee to perform the Employee's duties.

As used in this Agreement, "PROPRIETARY INFORMATION" means information that is not generally known outside of Hormel including, but not limited to, formulas, patterns, compilations, programs, devices, methods, techniques, processes, systems, research, development, designs, accounting, finance, plans, customer information, personnel information, and pricing policies. The Employee acknowledges that Hormel specifically claims this information constitutes its PROPRIETARY INFORMATION.

5. The Employee will not at any time, either during or after their employment by Hormel, use or disclose, directly or indirectly, any Hormel PROPRIETARY INFORMATION, except on behalf of Hormel. Further, the Employee will not at any time, either during or after their employment by Hormel, use or disclose, directly or indirectly, any information Hormel has received from third parties that Hormel has agreed to keep confidential, except for the exclusive benefit of Hormel as is required by their duties for Hormel and consistent with Hormel's confidentiality obligations.

The obligations relating to PROPRIETARY INFORMATION in this Agreement shall not apply when the PROPRIETARY INFORMATION is disclosed in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The Employee has the right to disclose PROPRIETARY INFORMATION in a complaint, other document filed in a lawsuit, or other proceeding, but only if the filing is made under seal and protected from public disclosure.

6. The Employee will not at any time during the Employee's employment by Hormel (a) be engaged in any other business activity that in any way interferes with the performance of the Employee's duties to Hormel or represents an unreasonable risk of compromising Hormel's PROPRIETARY INFORMATION, or (b) own, operate, or render services, directly or indirectly, to a CONFLICTING ORGANIZATION.

As used in this Agreement, "CONFLICTING ORGANIZATION" means any person or organization (including one owned in whole or in part by the Employee) which is engaged in or planning to become engaged in, the research or development, production, marketing, leasing, selling or servicing of a CONFLICTING PRODUCT.

As used in this Agreement, "CONFLICTING PRODUCT" means any product, product line, process, system or service of any person or organization other than Hormel, in existence or under development, which is the same as, similar to, derived from, improves upon, competes with, or will compete with a product, product line, process, system or service about which the Employee acquires PROPRIETARY INFORMATION as a result of the Employee's employment by Hormel or which the Employee either worked on or sold during the last two (2) years of their employment with Hormel.

7. Subject to the provisions of Paragraph 9, the Employee is free at any time to leave the employment of Hormel upon proper notice and, subject to the limitations set forth herein, accept any job that utilizes the Employee's general education and skills except one that would create an unreasonable risk of compromising Hormel's PROPRIETARY INFORMATION.

8. Upon termination, the Employee will return to Hormel in good order all documents, records, electronic storage media containing Hormel's PROPRIETARY INFORMATION or other confidential information, including all copies or specimens thereof in the Employee's possession (whether at the Employee's place of work, at home, or elsewhere) that have been prepared by the Employee or others at Hormel. The Employee will also return all credit cards, computers, keys, passwords, automobiles, tools, equipment, and any other Hormel property in the Employee's possession.

9. In order to protect Hormel's PROPRIETARY INFORMATION, for a period of one (1) year after the Employee's termination of employment by Hormel for any reason:

A. Non-Compete. The Employee will not render services, directly or indirectly, to any CONFLICTING ORGANIZATION, except that the Employee may accept employment with or provide services to a CONFLICTING ORGANIZATION whose business is diversified (and which has separate and distinct divisions), provided the Employee does not render services, directly or indirectly, that relate to or are in connection with a CONFLICTING PRODUCT and/or about which the Employee acquired Hormel's PROPRIETARY INFORMATION during the Employee's employment with Hormel.

B. If the Employee has reason to believe that their new employer will be or may be a CONFLICTING ORGANIZATION, the Employee will give notice to Hormel prior to commencing work with or rendering any services to the new employer and will not render such services absent Hormel's prior written approval. The Employee also will inform any new employer, prior to accepting employment, of the existence of this Agreement and provide such employer with a copy of it. Prior to the Employee accepting employment with a CONFLICTING ORGANIZATION, the Employee will obtain written assurances satisfactory to Hormel from the CONFLICTING ORGANIZATION and the Employee stating that the Employee will, for a period of one (1) year, abide by the express provisions of the Agreement.

C. Non-Solicitation of Customers. The Employee will not, directly or indirectly, promote, market, advertise, solicit or sell, or assist others in promoting, marketing, advertising, soliciting, or selling, any CONFLICTING PRODUCT to:

- (i) any customer of Hormel with whom the Employee, or someone who the Employee supervised, called upon or did business with during the last two (2) years of the Employee's employment with Hormel, or
- (ii) any prospective customer of Hormel with whom the Employee, or someone the Employee supervised, solicited or called upon during the last two (2) years of the Employee's employment with Hormel.



D. Non-Solicitation of Employees. The Employee will not, directly or indirectly, personally or through another person, hire, assist in the hiring of, or attempt to hire any of Hormel's employees or consultants; or attempt to induce or influence any of Hormel's employees or consultants to terminate their relationships with Hormel.

E. The running of the one (1) year restricted period referenced in Paragraph 9 will be tolled for any time the Employee, during the one (1) year restricted period, provides services to a CONFLICTING ORGANIZATION later found to be in violation of any covenant contained in Paragraph 9 of this Agreement.

F. Paragraph 9 is not applicable if the Employee worked in California, North Dakota, Oklahoma as of the date their employment with Hormel terminated.

10. The Employee agrees to assign and hereby assigns to Hormel all right, title and interest in and to INVENTIONS made, authored, or conceived by the Employee, either solely or jointly with others, during employment with Hormel, and for one (1) year after termination of such employment. As used in this Agreement, "INVENTIONS" means discoveries, developments, improvements, trade secrets, trademarks, concepts, and original works of authorship, whether or not patentable, registrable or copyrightable. During such employment and for one (1) year following termination of employment, the Employee will:

A. Promptly make full written disclosure of all INVENTIONS to Hormel.

B. Keep accurate records of all INVENTIONS, which records will be the exclusive property of Hormel and will be retained on Hormel's premises.

C. Return all records of INVENTIONS including any notes, memoranda, notebooks, drawings or other documents, made by, compiled by, or delivered to the Employee during the Employee's period of employment to Hormel at the time of termination of employment or at any other time upon request of Hormel.

D. Execute any papers necessary for the protection of Hormel's INVENTIONS, including papers necessary to obtain U.S. or foreign patents, whenever requested by Hormel, both during and after employment with Hormel without separate or additional compensation.

Paragraph 10 of this Agreement does not apply to INVENTIONS for which no equipment, supplies, facility or trade secret of Hormel was used or which was developed entirely on the Employee's own time, and (1) which does not relate (a) directly to Hormel's business or (b) to Hormel's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the Employee for Hormel. This includes INVENTIONS conceived by the Employee prior to employment with Hormel, which are described by the Employee in Exhibit A attached hereto. If no Exhibit A is attached, the Employee represents there are no such prior INVENTIONS.

11. In the event the Employee breaches this Agreement, all benefits and bonuses (including but not limited to stock options, survivor income benefits, and long-term incentives) to which the Employee would otherwise be entitled will be forfeited as provided by the respective plan documents for each such benefit program to the maximum extent allowed under applicable law. In the case of benefits where there are no plan documents, if any, such benefits will be forfeited or Hormel subsidies of such benefits will be forfeited, whichever meets Hormel's minimum obligations under applicable law.

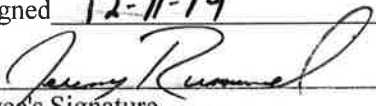
12. This Agreement will be construed, interpreted and governed by the laws of the State of Minnesota although it is intended for general use throughout the United States. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding will not invalidate any of the other provisions of this Agreement, it being intended that the Agreement will be construed as if such provision is not contained herein so far as enforcement of the Agreement against the Employee in that particular jurisdiction is concerned.

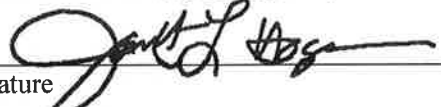
13. In any proceeding brought to enforce Hormel's rights hereunder, in addition to any injunctive relief to which Hormel may be entitled, damages recoverable will include, without limitation, court costs and reimbursement of Hormel's attorneys' fees and disbursements.

14. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein and there are no other terms other than those contained herein. No variation or modification to the Agreement will be deemed valid unless in writing and signed by the parties hereto and no discharge of the terms hereof will be deemed valid unless by full performance of the parties hereto or by a writing signed by the parties hereto.

15. All notices to be sent to Hormel will be addressed as follows: Legal Department, Hormel Foods Corporation, 1 Hormel Place, Austin, Minnesota 55912.

I have carefully read and understand and agree to all the terms of this Agreement.

Date Signed 12-11-19  
  
Employee's Signature  
Jeremy Rummel  
Employee's Name (Print)

ACCEPTED FOR HORMEL BY:  
  
Signature  
Janet L Hogan  
Name (Print)  
Sr VP Human Resources  
Title

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

Hormel Foods Corporation

(b) County of Residence of First Listed Plaintiff Mower  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Joseph Sokolowski (#178366), Kurt Niederluecke  
(#271597), Janet Dorr (#0393311); Fredrikson & Byron,  
P.A., 60 South 6th St. #1500, Minneapolis, MN 55402

## DEFENDANTS

Johnsonville, LLC, Brett Sims, and Jeremy Rummel

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>INTELLECTUAL PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input checked="" type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
18 U.S.C. 1836bBrief description of cause:  
Misappropriation of Trade Secrets

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE

Jun 18, 2025

SIGNATURE OF ATTORNEY OF RECORD

s/Joseph M. Sokolowski

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_