

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
MISSOURI, EASTERN DIVISION

Control Technology & Solutions, LLC v. Omni Energy Partners,
LLC, et al.

Control Technology & Solutions, LLC v. Omni Energy Partners, LLC, No. 4:21-cv-0686-MTS (E.D. Mo. May 22, 2026) · No. 4:21-cv-0686-MTS · Decided May 22, 2026

SUMMARY

The United States District Court for the Eastern District of Missouri addresses cross-motions for summary judgment and a motion to exclude two defense experts in a dispute involving alleged trade-secret misappropriation, unfair competition, breach of loyalty, unjust enrichment, conspiracy, and related claims. The court grants Plaintiff’s motion to exclude the defense experts under Federal Rule of Civil Procedure 37(c)(1), but denies both parties’ summary-judgment motions because Plaintiff’s briefing was insufficient on several claims and genuine disputes of material fact remained on the trade-secret claim. The action concerns former employees’ creation of Omni Energy Partners and their alleged use of Control Technology & Solutions materials and business opportunities.

CASE DETAILS

COURT	United States District Court for the Eastern District of Missouri, Eastern Division
JURISDICTION	United States District Court for the Eastern District of Missouri, Eastern Division
DECIDED	May 22, 2026
DOCKET	4:21-cv-0686-MTS
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for partial summary judgment on several claims, defendants moved for summary judgment on all claims, and plaintiff moved to exclude defendants' expert testimony under Federal Rule of Civil Procedure 37(c)(1).
STANDARD OF REVIEW	Summary judgment is proper when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. On cross-motions, the court views the facts and draws reasonable inferences in favor of the party opposing the motion under consideration. A party moving for summary judgment on claims for which it bears the trial burden must establish the essential elements so

	conclusively that no reasonable jury could find for the nonmovant. Under Rule 37(c)(1), exclusion is the default, self-executing sanction for an undisclosed expert unless the nondisclosure was substantially justified or harmless.
PRECEDENTIAL VALUE	Nonprecedential district court memorandum and order
PARTIES	Control Technology & Solutions, LLC v. Omni Energy Partners, LLC, Mark Graves, Scott Graves, Jim Thurman, Brandon Little, Ryan Moats

TOPICS

summary judgment sanctions trade secrets civil procedure evidence

PRACTICE AREAS

civil procedure trade secret misappropriation commercial litigation employment law evidence

QUESTIONS PRESENTED

1. Whether defendants' failure to provide expert reports required exclusion of their experts under Federal Rule of Civil Procedure 37(c)(1).
2. Whether CTS was entitled to partial summary judgment on its claims for trade-secret misappropriation under MUTSA, unfair competition, unjust enrichment, breach of the duty of loyalty, and conspiracy.
3. Whether genuine disputes of material fact required denial of defendants' motion for summary judgment on CTS's claims for trade-secret misappropriation, unfair competition, unjust enrichment, tortious interference with a business expectancy, breach of the duty of loyalty, conspiracy, and injunctive relief.
4. Whether CTS could establish a valid business expectancy despite the public-bidding process and the absence of existing contracts.
5. Whether employees' conduct constituted competition exceeding permissible planning and preparation for a post-employment competing business.

HOLDINGS

1. Defendants' failure to provide the required expert reports was not substantially justified or harmless, so the default exclusion sanction under Rule 37(c)(1) applied and the testimony of Douglas Sparr and David Weiner was excluded.
2. CTS was not entitled to partial summary judgment on its trade-secret misappropriation, unfair competition, unjust-enrichment, duty-of-loyalty, or conspiracy claims.
3. Summary judgment was denied because genuine disputes remained concerning whether the identified CTS materials were trade secrets and whether defendants misappropriated them.
4. Summary judgment was denied because a reasonable jury could find actual or probable deception from defendants' presentation of CTS-related accomplishments and use of reports and pictures from CTS-managed projects.

5. Summary judgment was denied because the record could support a finding that defendants were unjustly enriched by competing with CTS while still employed and because factual disputes prevented a determination that the claim was preempted by MUTSA.
6. A plaintiff need not identify an existing contract or formal obligation to establish a valid business expectancy under Missouri law; a probable future relationship and reasonable expectancy of financial benefit may suffice, including in a competitive public-bid setting.
7. Employees may plan and prepare to compete after leaving employment, but they breach the duty of loyalty when they go beyond preparation and engage in direct competition while still employed.
8. Summary judgment was denied on the civil-conspiracy claim because defendants' argument depended on obtaining summary judgment on the underlying tort claims, which the court rejected.
9. Summary judgment was denied on CTS's request for injunctive relief because disputes concerning trade-secret misappropriation and unfair competition remained, and the availability of damages did not categorically establish an adequate remedy at law.

KEY QUOTATIONS

“Thus, Rule 37(c)’s “default, self-executing sanction” is in effect.” (III.A)

“But “a breach arises when the employee goes beyond the mere planning and preparation and actually engages in direct competition, which by definition, is to gain advantage over a competitor.”” (III.C.5)

“A “probable business relationship” leading to a “reasonable expectancy” of financial gain is enough.” (III.C.4)

FACTUAL BACKGROUND

Control Technology & Solutions, LLC provided energy-efficiency services and developed project materials, including plans, cost information, analyses, and requests-for-proposal responses for school districts. Several of its employees left to form Omni Energy Partners while still employed by CTS, and the record indicated that some defendants prepared or pursued school-district projects for Omni Energy, accessed or retained CTS materials, and used CTS-related work or materials in competing proposals. The parties disputed whether the materials qualified as trade secrets, whether they were misappropriated, whether the conduct caused deception or interference, and whether CTS had valid business expectancies. Defendants also failed to provide required expert reports for Douglas Sparr and David Weiner by the court-ordered deadline.

PROCEDURAL HISTORY

Plaintiff initially filed the action in the Circuit Court of St. Louis County, Missouri. Defendants removed it to federal court based on federal-question jurisdiction arising from the copyright claim and the Copyright Act's complete preemption, and the court exercised supplemental jurisdiction over the remaining state-law claims. The court previously dismissed the copyright claim and certain other claims, including injurious falsehood without prejudice, and later addressed the parties' cross-motions for summary judgment and plaintiff's motion to exclude experts.

DISPOSITION

other

CASES CITED

- Goosen v. Minn. Dep't of Transp., 105 F.4th 1034, 1039 (8th Cir. 2024)
- Vanderberg v. Petco Animal Supplies Stores, Inc., 906 F.3d 698, 705 (8th Cir. 2018)
- Central Trust & Investment Co. v. Signalpoint Asset Management, LLC, 422 S.W.3d 312, 320, 322, 324 (Mo. banc 2014)
- American Family Mutual Insurance Co. v. Missouri Department of Insurance, 169 S.W.3d 905, 909-10 (Mo. Ct. App. 2005)
- AvidAir Helicopter Supply, Inc. v. Rolls-Royce Corp., 663 F.3d 966, 972 (8th Cir. 2011)
- Facility Guidelines Institute, Inc. v. UpCodes, Inc., 677 F. Supp. 3d 955, 973 (E.D. Mo. 2023)
- Cornucopia, Inc. v. Wagman, 710 S.W.2d 882, 888-89 (Mo. Ct. App. 1986)
- Western Blue Print Co., LLC v. Roberts, 367 S.W.3d 7, 15, 17, 19, 22 (Mo. banc 2012)
- Scanwell Freight Express STL, Inc. v. Chan, 162 S.W.3d 477, 479-80 (Mo. banc 2005)
- Synergetics, Inc. v. Hurst, 477 F.3d 949, 959 (8th Cir. 2007)
- Ozark Employment Specialists, Inc. v. Beeman, 80 S.W.3d 882, 893-94 (Mo. Ct. App. 2002)
- Conoco Inc. v. Inman Oil Co., 774 F.2d 895, 907 (8th Cir. 1985)
- InfoDeli, LLC v. W. Robidoux, Inc., 2020 WL 1855285, at *3 (W.D. Mo. Feb. 26, 2020)
- Mika v. Central Bank of Kansas City, 112 S.W.3d 82, 94 (Mo. Ct. App. 2003)
- El Deeb v. University of Minnesota, 60 F.3d 423, 428 (8th Cir. 1995)
- Smith v. Kilgore, 926 F.3d 479, 485 (8th Cir. 2019)
- Scott v. Harris, 550 U.S. 372, 378 (2007)
- Ryno v. City of Waynesville, 58 F.4th 995, 1004 (8th Cir. 2023)
- Bedford v. Doe, 880 F.3d 993, 996 (8th Cir. 2018)
- Reeves v. Sanderson Plumbing Products, Inc., 530 U.S. 133, 150 (2000)
- Henke v. Arco Midcon, L.L.C., 750 F. Supp. 2d 1052, 1060 (E.D. Mo. 2010)