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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

DRISCOLL POTATOES, INC. d/b/a
Driscoll Farms, an Idaho Corporation, and
NATIONWIDE AGRIBUSINESS
INSURANCE COMPANY, an Iowa
Corporation,

Plaintiffs,

v.

GREAT LAKES WESTERN, INC., a
Wisconsin Corporation,

Defendant.

Case No.

**COMPLAINT AND DEMAND
FOR JURY TRIAL**

Plaintiffs Driscoll Potatoes, Inc. d/b/a Driscoll Farms and Nationwide Agribusiness Insurance Company, by and through their counsel, complain against the Defendant Great Lakes Western, Inc. as follows:

PARTIES AND JURISDICTION

1. At all times material herein, Plaintiff Driscoll Potatoes, Inc. d/b/a Driscoll Farms (“Driscoll”) was a potato processing plant located at 120 Adams Street, American Falls, Idaho.

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2. At all times material herein, Plaintiff, Nationwide Agribusiness Insurance Company, (“Nationwide”), was an Iowa corporation with a principal place of business in Des Moines, Iowa, and is duly licensed by the state of Idaho to sell insurance and conduct business in the state of Idaho.

3. At all times material herein, Driscoll had in effect a policy of insurance with Nationwide which, among other things, provided coverage for accidental damage to structures and business personal property owned by Driscoll and loss of business income.

4. At all times material herein, Defendant Great Lakes Western, Inc. (“Great Lakes”) was a Wisconsin corporation with its principal place of business located at N 2182 Highway G, Merrill, Wisconsin, with a registered agent of Delmer Polak at the same address, according to the Secretary of State of Wisconsin.

5. The court has subject matter jurisdiction over this case pursuant to 28 U.S.C. § 1332. The plaintiff and the defendants are citizens of two different states, are diverse parties, and the amount in controversy exceeds \$75,000.00.

6. Venue is proper in the District of Idaho pursuant to 28 U.S.C. § 1391(b)(2) in that a substantial part of the events or omissions giving rise to the claim occurred in this district and that the property that is the subject of the action is situated in this district.

FACTS

7. On or about May 16, 2019, a Great Lakes 2018 Freightliner semi tractor and refrigerated trailer operated by Jeff Abt arrived at the Driscoll Farms warehouse to receive a load of potato product for transport.

8. Mr. Abt backed the trailer into Driscoll’s loading dock number 4, started the refrigeration unit to prepare it for the potatoes, and went into the Driscoll building.

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9. A few minutes later, a fire was discovered at the Great Lakes refrigeration unit.
10. The Great Lakes semi tractor and refrigerated trailer were severely damaged by fire.
11. The Driscoll Farms building and parking lot suffered significant fire damage, and a significant amount of Driscoll's potato stock and packaging materials were damaged by smoke as a result of the fire.
12. Subsequent investigation revealed that the fire was caused by a catastrophic failure of a flexible reinforced rubber fuel line in the diesel engine compartment of the refrigeration unit, which resulted in ignition of gas vapors by the hot engine.
13. As a result of the May 16, 2019 fire and pursuant to the terms and conditions of the insurance policy referenced in paragraph 3, Nationwide was obligated to and did, in fact, pay the costs to mitigate and damages suffered, which totaled \$510,446.91, and upon payment, became subrogated to the rights and interests of its insured to the extent of those payments, including the rights and interests asserted in this cause of action.
14. In addition to the damages covered by their insurance policy with Nationwide, Driscoll also suffered uninsured losses in the amount of \$8,689.00 that it asserts in this cause of action.

NEGLIGENCE

15. Plaintiffs reallege and incorporate the preceding paragraphs as though set forth fully herein.
16. Defendant had a duty to inspect and maintain its refrigerated trailer, including the regular, routine inspection and maintenance of the flexible reinforced rubber fuel lines in the diesel engine compartment, which have a known tendency to deteriorate and crack in the high heat

conditions of an engine compartment, to avoid catastrophic failures of said equipment and the risk of harm to others, or to Driscoll's property.

17. The fire that damaged Driscoll's potato processing plant was caused by and resulted from the negligent and/or careless acts and/or omissions of Defendant, namely by failing to inspect and maintain the components in its refrigeration trailer, including the fuel lines.

18. As a direct and proximate result of the aforementioned actions and/or omissions of Defendant, Plaintiffs Driscoll and Nationwide suffered the damages described herein.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues.

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. For money damages for Plaintiffs from Defendants, in an amount to be proven at trial in excess of \$75,000.00, plus pre-judgment and post-judgment interest;
2. For Plaintiffs' reasonable attorney fees and costs necessitated in this action pursuant to Idaho Code §§ 12-120 and 12-121, Federal Rules of Civil Procedure 54(d), 15 U.S. Code § 2310 (d)(2), and all other applicable state and federal law; and
3. For such other and further relief as the Court deems just and equitable in the circumstances.

DATED this 4th day of February, 2021.

CASEY LEGAL GROUP, LLC

By: /s/ Tyler H. Neill
Tyler H. Neill
Attorneys for Plaintiffs