

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF IOWA
CEDAR RAPIDS DIVISION**

<div>BRIAN J. KROGMEIER and PAMELA KROGMEIER, Plaintiffs, vs. ARCHER-DANIELS-MIDLAND COMPANY, Defendant.</div>	<div>LAW NO. DEFENDANT ARCHER-DANIELS- MIDLAND COMPANY’S ANSWER, AFFIRMATIVE DEFENSES AND JURY DEMAND</div>
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Defendant Archer-Daniels-Midland Company (“**ADM**”) answers Plaintiffs’ PETITION AT LAW AND JURY DEMAND filed on November 18, 2020 (the “**Petition**”) as follows:

ANSWER

As its Answer to the Petition, ADM states that each allegation of the Petition not specifically admitted herein is denied. In response to each allegation of the Petition, ADM states as follows:

COMMON ALLEGATIONS¹

1. At all times material hereto, Plaintiff Brian Krogmeier is and was a resident of Coralville, in Johnson County, Iowa.

ANSWER: ADM admits Plaintiff Brian Krogmeier is and was a resident of Coralville, in Johnson County, Iowa. ADM denies all remaining allegations of Paragraph No. 1 not specifically admitted.

¹ ADM has included the headings from the Petition for the convenience of the parties. The headings of this Answer are not meant to affect an admission or a disavowal of the factual or legal assertions of the Petition’s headings.

2. At all times material hereto, Plaintiff Pamela Krogmeier is and was a resident of Coralville, in Johnson County, Iowa.

ANSWER: ADM admits Plaintiff Pamela Krogmeier is and was a resident of Coralville, in Johnson County, Iowa. ADM denies all remaining allegations of Paragraph No. 2 not specifically admitted.

3. At all times material hereto, Defendant Archer-Daniels-Midland Company (“Defendant ADM”) was a Foreign Corporation doing business in the state of Iowa, with its home office in Decatur, Illinois.

ANSWER: ADM admits that it is a Foreign Corporation doing business in the state of Iowa. ADM denies that its home office is in Decatur, Illinois. ADM denies all remaining allegations of Paragraph No. 3 not specifically admitted.

4. Upon information and belief, Defendant ADM operates several production and/or manufacturing facilities in the State of Iowa, including a corn sweetener plant (“ADM Plant”) in Cedar Rapids, Linn County, Iowa, with a mailing address of 1350 Waconia Avenue SW, Cedar Rapids, IA 52404.

ANSWER: ADM admits that it operates several facilities in the State of Iowa. ADM admits that it operates a facility in Cedar Rapids, Linn County, Iowa, with a mailing address of 1350 Waconia Ave SW, Cedar Rapids, Iowa (the “ADM Plant”).² ADM denies the remaining allegations of Paragraph No. 4, including without limitation the characterizations of its facilities.

5. At the time of the incident mentioned below, Plaintiff Brian Krogmeier was an employee of Knutson Construction Services Midwest, Inc. (“Knutson”), located in Iowa City, Iowa, an independent contractor.

² The term “ADM Plant” and all other defined terms used herein shall refer to the term’s definition as established by ADM’s Answer and not to the term’s definition as set forth by Plaintiffs’ Petition.

ANSWER: ADM admits the allegations of Paragraph No. 5.

6. On or about April 12, 2019, Plaintiff Brian Krogmeier was working on concrete construction at the ADM Plant in Cedar Rapids, Linn County, Iowa.

ANSWER: ADM admits the allegations of Paragraph No. 6.

7. At this time, Defendant ADM maintained ownership and/or operation of the ADM Plant.

ANSWER: ADM admits that it owns a facility located at 1350 Waconia Ave SW in Cedar Rapids, Iowa 52404. ADM denies all remaining allegations of Paragraph No. 7 not specifically admitted.

8. At this time, Plaintiff Brian Krogmeier was seriously injured while working at the ADM Plant in Cedar Rapids, Linn County, Iowa.

ANSWER: ADM admits that on or about April 12, 2019, Plaintiff Brian Krogmeier was seriously injured while working at the ADM Plant in Cedar Rapids, Linn County, Iowa. ADM denies all remaining allegations of Paragraph No. 8 not specifically admitted.

9. The amount in controversy exceeds the appropriate jurisdictional amount.

ANSWER: ADM admits that Plaintiffs' claims as pleaded place in controversy an amount exceeding the necessary jurisdictional amount. ADM specifically denies it is liable to Plaintiffs and denies all remaining allegations of Paragraph No. 9 not specifically admitted.

COUNT I: NEGLIGENCE BY POSSESSOR OF LAND

10. Plaintiffs replead and incorporate by reference paragraphs 1 through 9 of this Petition as if fully set forth herein.

ANSWER: ADM reasserts each of its responses to Paragraph Nos. 1 through 9 of the Petition as if fully set forth herein.

11. At all times relevant to this matter, Defendant ADM, including Defendant's agents and employees, maintained occupation and substantial control of the premises and control of part of the work being done by Knutson.

ANSWER: ADM denies the allegations of Paragraph No. 11.

12. As possessor of the land, Defendant ADM had a duty to Plaintiff Brian Krogmeier to maintain its premises in a manner safe for the use of business invitees in the normal and reasonable scope of such use and/or to warn invitees, such as Plaintiff Brian Krogmeier, of dangerous conditions on the premises.

ANSWER: Paragraph 12 of the Petition contains legal conclusions to which no response is required. To the extent a response is required, ADM denies all allegations in Paragraph 12.

13. Defendant ADM knew or in the exercise of reasonable care should have known of a condition on the premises and that it involved an unreasonable risk of injury to the employees of an independent contractor.

ANSWER: ADM denies the allegations of Paragraph No. 13.

14. Defendant ADM knew or in the exercise of reasonable care should have known:

- a) Plaintiff Brian Krogmeier would not discover the condition; or
- b) Plaintiff Brian Krogmeier would not realize the condition presented an unreasonable risk of injury; or

c) Plaintiff Brian Krogmeier would not protect himself from the condition.

ANSWER: ADM denies all allegations of Paragraph No. 14, including each of its subparagraphs (a)-(c).

15. Defendant ADM negligently breached its duty to Plaintiff Brian Krogmeier generally and specifically by, including but not limited to, the following particulars:

- a) Failing to keep the premises in a reasonably safe condition for an employee of an independent contractor;
- b) Failing to exercise reasonable care to discover the condition that created an unreasonable risk of harm to the employees of an independent contractor;
- c) Failing to take special precautions and exercise its control with reasonable care over the work for which Defendant maintained control;
- d) Failing to use ordinary care;
- e) Failing to provide safeguards against dangers for which Defendant was contractually obligated to provide protection;
- f) Failing to maintain a safe work environment;
- g) Failing to follow policies, procedures, and standards; and
- h) In other manners not yet known but which may become known through the course of discovery.

ANSWER: ADM denies all allegations of Paragraph No. 15, including each of its subparagraphs (a)-(h).

16. The negligence of Defendant ADM—and/or its agents and employees—was a cause of Plaintiff's damages.

ANSWER: ADM denies all allegations of Paragraph No. 16.

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