

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA
WESTERN DIVISION

<p>NATIONWIDE AGRIBUSINESS INSURANCE COMPANY, as subrogee of Michael Sly</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p>AGCO Corporation,</p> <p style="text-align: center;">Defendant.</p>	<p>Court File:</p> <p style="text-align: center;">COMPLAINT</p> <p style="text-align: center;">JURY TRIAL DEMANDED</p>
--	--

Plaintiff Nationwide Agribusiness Insurance Company a/s/o Michael Sly, by and through its counsel, Yost & Baill, LLP, for its Complaint against Defendant AGCO Corporation, states:

JURISDICTION

1. The court has subject matter jurisdiction over this case pursuant to 28 U.S.C. § 1332. The plaintiff and the defendant are citizens of two different states, are diverse parties, and the amount in controversy exceeds \$75,000.00.
2. Venue is proper in the Northern District of Iowa 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 a substantial part of property that is the subject of the action is situated in this district.

PARTIES

3. At all times material herein, Plaintiff Nationwide Agribusiness Insurance Company (“Nationwide”), was an Iowa corporation with its principal place of business located at 1100 Locust Street, Des Moines, IA 50391, and is duly licensed by the State of Iowa to sell insurance and conduct business in Iowa.

4. At all times material herein, Plaintiff issued a policy of insurance to Michael Sly (“Sly”), an Iowa resident, which provided amongst other items, coverage for damage to the 2017 Fendt 933VS4 Tractor; Serial: 95222T00F05033 (“the Subject Tractor”), leased by Sly.
5. Upon information and belief, at all times material herein, Defendant AGCO Corporation (“AGCO”) was a Delaware corporation authorized to conduct business in Iowa with its home office located at 4205 River Green Parkway, Duluth, GA 30096. Defendant may be served with process by serving its registered agent as follows: Corporation Service Company, 505 5th Avenue, Suite 729, Des Moines, IA 50309.

FACTS

6. Upon information and belief, Defendant AGCO was and/or is the manufacturer of the Subject Tractor.
7. On or about December 13, 2018, the Subject Tractor, while being properly operated in a field near Correctionville, Iowa, started on fire.
8. As a result of the fire, the Subject Tractor and other personal property of Sly were destroyed.
9. Pursuant to the terms and conditions of the insurance policy referenced in Paragraph 4 of this Complaint, Nationwide was obligated to and did, in fact, pay an amount in excess of \$75,000.00 to or on behalf of Sly for damages incurred as a result of the fire.
10. Pursuant to the terms and conditions of the insurance policy identified in Paragraph 4 of this Complaint, and by virtue of its payments to Sly for damages incurred as a result of the fire, Nationwide is subrogated to all rights, claims, and causes of action Sly may have against AGCO in connection with the fire.

COUNT ONE – NEGLIGENCE

11. Plaintiff realleges Paragraphs 1 through 10, as though fully set forth herein.
12. AGCO negligently manufactured, designed, constructed, assembled, packaged, and/or distributed the Subject Tractor.
13. The negligence of AGCO was a proximate cause of the fire and the damages sustained by Plaintiff.

COUNT TWO – BREACH OF WARRANTY

14. Plaintiff realleges Paragraphs 1 through 13, as though fully set forth herein.
15. AGCO expressly or impliedly warranted the fitness and merchantability of the Subject Tractor described herein.
16. AGCO breached the mentioned express or implied warranties of fitness and merchantability.
17. The breaches of warranties were a direct and proximate cause of the fire and resultant damages to Plaintiff as described above.

COUNT THREE – STRICT LIABILITY

18. Plaintiff realleges Paragraphs 1 through 17, as though fully set forth herein.
19. The Subject Tractor was defective and that as a direct and proximate result of said defect, Plaintiff suffered the damages described hereinabove.
20. AGCO is strictly liable for the damages sustained by Plaintiff as described herein.

COUNT FOUR –FAILURE TO WARN

21. Plaintiff realleges Paragraphs 1 through 20, as though fully set forth herein.
22. AGCO negligently failed to provide Sly with reasonable warnings of defects and hazards which it knew or should have known were present in the Subject Tractor described

herein, which negligence was a direct and proximate cause of the fire described hereinabove.

DEMAND FOR JURY TRIAL

23. Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

Dated this 29th day of January, 2021

By _____/s/ David J. Taylor
David J. Taylor – AT0009168
Michelle D. Hurley – AT0012209
YOST & BAILL, LLP
2050 U.S. Bank Plaza South
220 South Sixth Street
Minneapolis, MN 55402
612.338.6000 - telephone
612.344.1689 - facsimile
dtaylor@yostbail.com – email
mhurley@yostbail.com – email

ATTORNEYS FOR PLAINTIFF