

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF JEFFERSON

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GREAT LAKES CHEESE CO., INC.; and  
GREAT LAKES CHEESE OF NEW YORK, INC.

Plaintiffs,

v.

Index No.

CARGILL, INCORPORATED;  
G & L TRUCKING, INC.; and  
KUHNLE BROTHERS, INC.

Defendants.

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### **VERIFIED COMPLAINT**

Plaintiffs Great Lakes Cheese Co., Inc. and Great Lakes Cheese of New York, Inc. (collectively “Plaintiffs”) allege for their complaint:

1. Plaintiff Great Lakes Cheese Co., Inc. (“GLC” or “Plaintiff”) is an Ohio business corporation with its principal place of business located at 17825 Great Lakes Parkway, Hiram, Ohio 44234.

2. Plaintiff Great Lakes Cheese of New York, Inc. (“GLCNY” or “Plaintiff”) is a domestic business corporation with its principal place of business located at 23 Phelps Street, Adams, New York.

3. Upon information and belief, defendant Cargill, Incorporated (“Cargill”) is a foreign business corporation authorized to do business in the State of New York, with its principal place of business at 15407 McGinty Road W, Wayzata, Minnesota.

4. Upon information and belief, defendant G & L Trucking, Inc. (“G&L”) is a domestic business corporation with its principal place of business at 165 Locke Road, Locke, New York.

5. Upon information and belief, defendant Kuhnle Brothers, Inc. (“Kuhnle”) is a foreign business corporation authorized to do business in the State of New York, with its principal place of business at 14905 Cross Creek, Newbury, Ohio.

### **Jurisdiction and Venue**

6. This Court has jurisdiction over Cargill because, among other reasons, this matter arises from Cargill’s transaction of business within New York and its contract to supply goods or services in New York.

7. This Court has jurisdiction over G&L because, among other reasons, G&L is domiciled in New York.

8. The Court has jurisdiction over Kuhnle because, among other reasons, this matter arises from Kuhnle’s transaction of business within New York and its contract to supply goods or services in New York.

9. Venue is proper in Jefferson County because, among other reasons, a substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred in Jefferson County.

### **Factual Allegations**

10. Plaintiffs own and operate a cheese production facility in Adams, New York (the “Adams facility”).

11. Within that facility is a bulk salt silo from which Plaintiffs draw food grade salt used in the manufacture of cheese products.

12. At all relevant times, Cargill has been engaged in the business of manufacturing, distributing, and selling salt and salt products in the State of New York.

13. At all relevant times, Cargill was the exclusive supplier of food grade salt used at the Adams facility.

14. At all relevant times, Kuhnle was engaged in the business of hauling bulk loads in the State of New York.

15. At all relevant times, G&L was engaged in the business of hauling bulk loads in the State of New York.

The January 2020 Incident

16. As of January 20, 2020, the salt silo at the Adams facility contained salt supplied exclusively by Cargill.

17. Under the terms of Plaintiffs' agreement with Cargill, Cargill was required to arrange and pay for shipment of that salt free on board to the Adams facility.

18. The materials present in the salt silo at the Adams facility as of January 20, 2020 were delivered and deposited there exclusively by G&L.

19. On or about January 20, 2020, Plaintiffs contracted with Cargill for the supply of approximately 46,022 pounds of food grade salt to the Adams facility (hereafter the

“January salt order”)(the existing salt and January salt order collectively the “salt involved in the January incident”).

20. Under the terms of the parties’ agreement, Cargill was required to arrange and pay for shipment of the January salt order free on board to the Adams facility.

21. Cargill retained Kuhnle to transport the January salt order from Cargill’s facility to the Adams facility.

22. Upon information and belief, Cargill required G&L and Kuhnle to certify that their trucks were clean and sanitized for food grade materials before being loaded with salt orders at Cargill’s facility.

23. Upon information and belief, Cargill directed or controlled the manner and method in which G&L and Kuhnle cleaned and sanitized their trucks before being loaded with salt orders at Cargill’s facility.

24. Upon information and belief, Cargill inspected and/or approved the condition of G&L and Kuhnle’s trucks before they were loaded with salt orders at Cargill’s facility.

25. Upon information and belief, Cargill directed or controlled the manner and method in which G&L and Kuhnle loaded their trucks with salt orders at Cargill’s facility.

26. Upon information and belief, Cargill inspected and/or approved the condition of G&L’s and Kuhnle’s trucks after they were loaded with salt orders at Cargill’s facility.

27. On or about January 20, 2020, Kuhnle transported the January salt order from Cargill's facility to the Adams facility, and deposited the January salt order into the salt silo at the Adams facility.

28. Other than providing access to the deposit port, Plaintiffs did not control or participate in the manufacture, loading, transportation, or deposit of the salt existing in the Adams facility silo before delivery of the January salt order.

29. Other than providing access to the deposit port, Plaintiffs did not control or participate in the manufacture, loading, transportation, or deposit of the January salt order into the Adams facility silo.

30. On or about January 21 and 22, 2020, after Kuhnle deposited the January salt order into the Adams facility silo, Plaintiffs discovered rocks and/or pebbles on the Adams facility salt belt, in its salt auger, and in the salt flow as the bulk salt tank was emptied from salt distribution.

31. Upon information and belief, the existing salt in the salt silo before delivery of the January salt order was contaminated with the rocks.

32. In the alternative, upon information and belief, the January salt order was contaminated with the rocks at the time it was loaded into Kuhnle's truck.

33. In the alternative, the January salt order became contaminated with the rocks at the time it was loaded into Kuhnle's truck.



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