

EXHIBIT 1

COMMON PLEAS COURT

2021 MAR 12 PM 3: 23

IN THE COURT OF COMMON PLEAS
MEDINA COUNTY, OHIO

FILED
DAVID B. WADSWORTH
MEDINA COUNTY
CLERK OF COURTS

YOST FOODS, INC.
2795 Westway Drive
Brunswick, Ohio 44212

Plaintiff,

vs.

BUNGE NORTH AMERICA, INC.
c/o Corporation Service Company,
Statutory Agent
50 West Broad Street, Suite 1330
Columbus, Ohio 43215

Defendant.

) CASE NO.:

) JUDGE:

) JOYCE V. KIMBLER, JUDGE

) VERIFIED COMPLAINT FOR
) BREACH OF CONTRACT,
) QUANTUM MERUIT, UNJUST
) ENRICHMENT, TORTIOUS
) INTERFERENCE, AND
) MISAPPROPRIATION OF TRADE
) SECRETS

) (JURY DEMAND ENDORSED
) HEREON)

For its Complaint against Defendant Bunge North America, Inc. ("Defendant" or "Bunge"), Plaintiff Yost Foods, Inc. ("Plaintiff" or "Yost") states as follows:

INTRODUCTION

1. This action concerns Defendant Bunge's misappropriation of Plaintiff Yost Foods, Inc.'s trade secrets, intentional violation of its confidentiality agreement with Yost, and its tortious interference with Yost's business relationship with one of Yost's customers.

2. Yost seeks monetary and equitable relief, to protect its valuable business relationships, confidential information, and goodwill.

PARTIES

3. Plaintiff Yost is an Ohio corporation that maintains its principal place of business in Brunswick, Medina County, Ohio.

4. Defendant Bunge is, upon information and belief, a New York corporation with its principal place of business located in Chesterfield, Missouri.

00990294-1

JURISDICTION AND VENUE

5. Pursuant to R.C. 2307.39, this Court has jurisdiction over this action and venue herein is proper because the contract in dispute in the matter is governed by Ohio law and provides that venue is proper in any state or federal court located in Ohio.

FACTS

The Confidentiality and Business Agreement

6. Yost is an industry leader in custom food ingredient manufacturing and distribution. Yost is an Ohio corporation with its principal place of business located in Medina County, Ohio.

7. Defendant Bunge is a global leading agribusiness and food company with integrated operations throughout the world.

8. On August 17, 2009, Yost entered into a Confidentiality and Business Agreement with CFS West Foods, a margarine manufacturer and subsidiary of The C.F. Sauer Company (the "**Agreement**"). A copy of Yost's Confidentiality and Business Agreement with CFS West Foods dated August 17, 2009 is attached as **Exhibit A** and incorporated herein by reference.

9. Under Section 1 of the Agreement, both parties to the Agreement, Yost and CFS West Foods, acknowledged each would receive proprietary information from the other to (a) determine whether to transact business with the other, and (b) to perform their respective obligations should the parties agree to enter into a business relationship.

10. Each party acknowledges that it will receive certain PROPRIETARY INFORMATION, which it will use solely for the purpose of determining whether it wishes to enter into a Transaction with the other or for the purpose of performing its obligations with respect to any Transaction that the parties may enter into.

(Exhibit A.)

10. According to Section 2 of the Agreement, each party to the Agreement is prohibited from either disclosing the other party's proprietary information to a third-party, or from using the other's proprietary information for its own benefit. *Id.*

11. These prohibitions and covenants in the Agreement pertaining to proprietary information were to remain enforceable even after the termination of the parties' business relationship as set forth in Section 9 of the Agreement. *Id.*

12. Upon entering into the Agreement or soon thereafter, Yost and CFS West Foods commenced a business relationship wherein Yost would pay CFS West Foods to co-pack and manufacture margarine product for Yost that Yost would sell to its customers, including.

Bunge's Obligations Under the Confidentiality and Business Agreement

13. On or before September 9, 2011, Defendant Bunge acquired The C.F. Sauer Company's margarine assets to include CFS West Foods. After acquiring CFS West Foods, Defendant Bunge became CFS West Foods' successor and continued with CFS West Foods' margarine manufacturing but did so under Defendant's name. A copy of Defendant Bunge's customer letter announcing the acquisition of The C.F. Sauer Company's margarine production and packaging assets dated September 9, 2011 is attached as **Exhibit B** and incorporated herein by reference.

14. According to Section 12 of the Agreement, Defendant Bunge, as successor to CFS West Foods, was bound by the Agreement and prohibited from either disclosing Yost's proprietary information to a third-party, or from using it for Bunge's own benefit.

12. This Agreement shall not be assigned by a party without the other party's prior written consent, and shall be binding upon and inure to the benefit of both parties and their successors.

(Exhibit A.)

15. From September 2011 through July 2020, Yost and Defendant Bunge continued the same business relationship Yost maintained with CFS West Foods as contemplated and memorialized in the Agreement, wherein Defendant Bunge would co-pack and manufacture margarine product for Yost that Yost would sell to its customers.

16. Over the years, one of Yost's most popular margarine products Defendant co-packs and manufactures for Yost has been Yost's 80% Uncolored Liquid Margarine ("80% ULM"), which contains a certain amount of a proprietary flavoring ingredient solely produced by Yost known as FL8035 ("FL8035").

17. Due to the nature of the business relationship between Defendant and Yost, Defendant gained access to and intimate knowledge of Yost's proprietary information and trade secrets including business, financial and economic information developed by Yost for current customers, product concepts, customer lists, as well as know-how, documents, processes, proprietary information, and costs related to FL8035 used in the manufacture of 80% ULM for Yost.

18. All of this information is confidential and proprietary, is not publicly known, has been generated and cultivated over many years, and gives Yost a significant competitive advantage over its competitors.

19. Yost has engaged in reasonable efforts to preserve the secrecy of its confidential and proprietary information.

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