

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH

JEFFERSON COUNTY

DAVID J. WOLF,  
N6248 Christberg Road  
Johnson Creek, WI 53038

Plaintiff,  
v.

Case No. 12-CV-12CV906

ARLAND CLEAN FUELS, LLC,  
630 Davis Street, Suite 300  
Evanston, IL 60201-4480

Case Code: 30303

JEFFERSON CO CIRCUIT COURT  
**FILED**

DEC 12 2012

Defendant.

\_\_\_\_\_ O'CLOCK M.  
CARLA J. ROBINSON, Clerk

### **COMPLAINT**

Plaintiff, David J. Wolf, as and for his complaint against Defendant alleges as follows:

1. Plaintiff is an adult citizen of the State of Wisconsin and a resident of Jefferson County residing at N6248 Christberg Road, Johnson Creek, Wisconsin 53038.
2. Defendant Arland Clean Fuels, LLC ("ACF") is a Colorado limited liability corporation with, on information and belief, a principal place of business located at 630 Davis Street, Suite 300, Evanston, Cook County, Illinois 60201.

### **JURISDICTION AND VENUE**

3. Pursuant to Wis. Stat. §§ 801.05(1)(d), personal jurisdiction over Defendant ACF is properly exercised by this Court as ACF is engaged in substantial and not isolated activities within the State of Wisconsin.

4. Pursuant to Wis. Stat., §§ 801.50(2)(a) and (c), venue is proper in Jefferson County Circuit Court because Defendant's obligations to Plaintiff arose from a transaction that occurred in Jefferson County.

#### **FACTUAL ALLEGATIONS COMMON TO CLAIMS ONE AND TWO**

5. On or about March 12, 2012, Mr. Wolf and ACF executed a written contractual agreement, entitled Royalty Agreement (hereinafter the "Agreement"), a copy of which is attached hereto as Exhibit A. Pursuant to the Agreement, Mr. Wolf agreed to pay ACF the sum of \$250,000.00 (the "Investment Amount"). The Agreement expressly stated that the express purpose of the Investment Amount was to assist ACF in paying for expenses related to the production and placement of oil producing equipment (the "Equipment").

6. Mr. Wolf paid the full sum of the Investment Amount on or around March 12, 2012.

7. Under the Agreement ACF was required to repay Mr. Wolf an amount equivalent to the Investment Amount in four (4) equal installments of \$62,500 (the "Installment Repayments" or individually each an "Installment Repayment"), which Installment Repayments were to be paid on September 15, October 15, November 15, and December 15, 2012 respectively.

8. ACF failed to pay any of the Installment Repayments, and to date, Mr. Wolf has received no repayment of the Investment Amount from ACF.

9. Pursuant to the terms of the Agreement, ACF was required to pay Mr. Wolf additional funds (hereinafter the "Return Payments" and collectively with the Installment Repayments the "Royalty Agreement Payments") on a quarterly basis, beginning thirty (30) days

after the Equipment reached full production, for each year that the Equipment was fully operational onsite for a period of up to five (5) years.

10. On information and belief, the Equipment became fully operational and reached full production in 2012.

11. To date, Mr. Wolf has received no quarterly Return Payments from ACF.

12. The Agreement requires that in the event ACF fails to timely make any Royalty Agreement Payments to Mr. Wolf, ACF must pay 10% per annum interest on such failed payment from the date the Royalty Agreement Payment should have been made.

13. To date, ACF has made no interest payments to Mr. Wolf for amounts owed due to its failure to make timely Royalty Agreement Payments.

**FIRST CLAIM FOR RELIEF**

***(Breach of Contract)***

14. Plaintiff incorporates the preceding allegations by reference and asserts that they shall have the same effect as if set forth fully set forth herein.

15. Plaintiff and Defendant entered into a binding and lawfully enforceable contractual agreement.

16. Plaintiff has fully complied with and completed his obligations under the Agreement.

17. Notwithstanding that Defendant has received and fully realized the totality of the benefit of the bargain to be provided to it by Plaintiff under the Agreement, Defendant has breached its obligations to Plaintiff thereunder.

18. Plaintiff has been damaged by Defendant's breach in an amount to be determined at trial, but in an amount at least equal to \$250,000 plus any Return Payments unpaid by

Defendant, plus 10% per annum interest on any unpaid Royalty Agreement Payments calculated from the date Defendant was required to make such payment.

**SECOND CLAIM FOR RELIEF**  
***(Declaratory Judgment)***

19. Plaintiff incorporates the preceding allegations by reference and asserts that they shall have the same effect as if set fully set forth herein.

20. Pursuant to the Agreement, Plaintiff is entitled to receive Return Payments from Defendant on a quarterly basis, beginning thirty (30) days after the Equipment reached full production, for each year that the Equipment was fully operational onsite for a period of up to five (5) years.

21. To the extent that the Equipment may not presently have reached full production and be fully operational, Defendant is obligated to make Return Payments to Plaintiff in the future.

22. Defendant has received the full and complete benefit of the bargain contemplated by the parties and provided by Plaintiff under the Agreement.

23. Defendant's past breaches of the Agreement as set forth herein do not invalidate the Agreement or in any other manner relieve Defendant of its obligation to make Return Payments to Plaintiff in the future.

24. On information and belief, Defendant denies its obligation to make Return Payments to Plaintiff.

25. There is an actual, justiciable controversy between the parties regarding Defendant's obligation to make future Return Payments to Plaintiff.

26. Plaintiff is entitled to a declaratory judgment under Wis. Stat. § 806.04 that he is entitled to future Return Payments pursuant to the terms of the Agreement.

**THIRD CLAIM FOR RELIEF**

***(Unjust Enrichment)***

27. Plaintiff provided a benefit to Defendant by, among other things, paying it an amount equal to \$250,000.

28. Defendant knowingly received and retained the benefit provided to it by Plaintiff.

29. Defendant has failed or refused to compensate Plaintiff for the benefit provided to it by Plaintiff.

30. It would be inequitable to permit Defendant to retain the benefit provided to it by Plaintiff without compensating Plaintiff for such benefit.

WHEREFORE, Plaintiff prays for judgment from the Court as follows:

- A. With respect to his first cause of action, judgment in an amount to be determined at trial, but in an amount at least equal to \$250,000 plus any Return Payments unpaid by Defendant, plus 10% per annum interest on any unpaid Royalty Agreement Payments calculated from the date Defendant was required to make such payment.
- B. With respect to his second cause of action, a declaratory judgment that Plaintiff is entitled to receive quarterly future Return Payments from Defendant pursuant to the terms of the Agreement.
- C. With respect to his third cause of action, which is pled in the alternative to his first cause of action, judgment in an amount to be determined at trial, but in an amount equal to \$250,000 plus 10% interest per annum calculated from the date Defendant was required to make payment to Plaintiff.
- D. Costs and charges pursuant to Section 842.16 of the Wisconsin Statutes.

E. Such further relief as the Court may deem just and equitable.

Dated this 11<sup>th</sup> day of December, 2012.



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Attorneys for Plaintiff David J. Wolf

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### SUMMONS

#### THE STATE OF WISCONSIN TO THE DEFENDANT NAMED ABOVE:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Jefferson County Clerk of Court, 320 South Main Street, Jefferson, WI 53549, and to Travis James West, Esq., the plaintiff's attorney, whose address is Solheim Billing & Grimmer, S.C., One South Pinckney Street, Suite 301, Madison, WI 53703. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the complaint,

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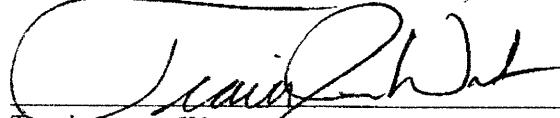
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If you do not provide a proper answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the complaint,

and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 11<sup>th</sup> day of December, 2012.

SOLHEIM BILLING & GRIMMER, S.C.



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Attorneys for Plaintiff

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