

TINA FRITSCH
3505 Hidden Valley Court
Green Bay, Wisconsin 54311,

Plaintiff,

Case No. _____
Case Code: 30303

vs.

GENERATION CLEAN FUELS, LLC, f/k/a ARLAND CLEAN FUELS, LLC
630 Davis Street, Suite 300
Evanston, Illinois 60201-4480,

Defendant.

FILED
JUL 01 2013
CLERK OF COURTS
BROWN COUNTY, WI

COMPLAINT

NOW COMES the plaintiff, Tina Fritsch, by and through her attorneys, Andre Law Offices, LLC, and as and for her Complaint and causes of action against the defendant, Generation Clean Fuels, LLC, f/k/a Arland Clean Fuels, LLC, alleges and shows as follows:

1. The plaintiff, Tina Fritsch, is an adult resident of the State of Wisconsin, presently residing at 3505 Hidden Valley Court, Green Bay, WI 54311.
2. Upon information and belief, the defendant, Generation Clean Fuels, LLC, is a Delaware limited liability company with principle offices located at 630 Davis Street, Suite 300, Evanston, Illinois, engaged primarily in the business of generating and selling energy for consumption by the general public.
3. Upon information and belief, Generation Clean Fuels, LLC was formerly known as Arland Clean Fuels, LLC, that entity having changed its name to Generation Clean Fuels, LLC sometime after March 2012.

4. Prior to March 2012, representatives of the defendant, including its president and CEO, Michael S. Flaherty, and Galen LaCrosse, began contacting Michael Fritsch, the plaintiff's husband, and soliciting a potential investment in a project whereby the defendant would develop certain waste processing equipment ("the Machine") which would produce raw oil from waste; these phone calls were all received by Mr. Fritsch in his office, which is located in De Pere, Brown County, Wisconsin.

5. In addition to the phone contacts, representatives of the defendant also met with Mr. Fritsch in person several times in his office in De Pere, Wisconsin prior to March 2012.

6. On or about March 12, 2012, Mrs. Fritsch met with representatives of the defendant at her husband's office in De Pere, Wisconsin and the parties executed a Royalty Agreement ("the Agreement"), whereby Mrs. Fritsch would provide the defendant with \$250,000.00 to be used by the defendant to develop the Machine, in exchange for the return of her principal and royalty payments of \$250,000.00 per year (i.e. \$1,500,000) for a period of six (6) years. A true and correct copy of the Agreement is attached hereto as Exhibit A and incorporated herein by reference.

7. That among other things, the Agreement provides that the invested funds were to be used for the sole purpose of acquiring and placing the Machine and that the funds were to be subject to quarterly audits by the plaintiff's accounting firm (Section 1.03), that it is to be governed by and construed in accordance with the laws of the State of Wisconsin (Section 5.04), and that its terms and provisions shall be binding upon the defendant and its successors and permitted assigns (Section 5.07).

8. That Mrs. Fritsch provided the principal of \$250,000.00 to the defendant consistent with all of the requirements of the Agreement, and has otherwise performed all of her obligations under the Agreement so as to have earned the royalties due and owing from the defendant.

9. That the defendant has failed to make any of the scheduled payments representing the return of the plaintiff's principal investment, the first installment of which was due on or before September 15, 2012, and the last of which was due on or before December 15, 2012, despite repeated demand for payment.

10. That the defendant has failed, and continues to fail, to provide any information regarding the invested funds to the plaintiff's accountant, as required under the Agreement.

11. Upon information and belief, the invested funds were not used for the acquisition and placement of the Machine, as required under the Agreement, and the defendant has not used reasonable efforts to acquire and place the machine.

12. That in addition to all other remedies available to the plaintiff at law or equity, the Agreement provides that the plaintiff may, in the event of the defendant's default, declare that all sums payable under the Agreement be immediately due and payable.

FIRST CAUSE OF ACTION: BREACH OF CONTRACT

13. The plaintiff incorporates by reference all of the allegations contained in Paragraphs 1 through 12, inclusive above.

14. The defendant's failure to make payments due, as well as its conduct as described in Paragraphs 10 and 11 above, constitute a default and a breach of the Agreement, which has caused damages to the plaintiff.

15. That the plaintiff is therefore entitled to recover money damages from the defendant, namely all sums due under the Agreement, including but not necessarily limited to the principal invested and all royalty payments.

SECOND CAUSE OF ACTION: UNJUST ENRICHMENT

16. The plaintiff incorporates by reference all of the allegations contained in Paragraphs 1 through 15, inclusive above.

17. The defendant has been unjustly enriched and is therefore liable to the plaintiff because it has benefited from the funds provided by the plaintiff and knew it had received the funds and would benefit from them, under circumstances in which would be unjust for the defendant to retain such benefit without compensating the plaintiff.

WHEREFORE, the plaintiff, Tina Fritsch, demands judgment from and against the defendant as follows:

- a. For money judgment in the amount of \$1,750,000.00, plus pre-judgment interest at the statutory rate of 5%;
- b. Alternatively, for money judgment in the amount of \$250,000.00, plus pre-judgment interest, and an Order requiring the defendant to continue to make the quarterly royalty payments under the Agreement until such time as all royalty payments have been made;
- c. For the costs and disbursements of this action, including attorney's fees; and
- d. For such other and further relief as the Court deems just and equitable.

Dated this 15th day of July, 2013.

Andre Law Offices, LLC
Attorneys for Plaintiff, Tina Fritsch

By: 
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