

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

HEARTLAND CO-OP, Plaintiff, v. SHALLOW CREEK LAND & LIVESTOCK LLC, AND DEREK WULF, Defendants.	LAW NO. _____ PETITION
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COMES NOW the Plaintiff, Heartland Co-op, by and through its attorney, Jeffrey W. Courter of the law firm of Nyemaster Goode, P.C., 700 Walnut, Suite 1600, Des Moines, Iowa 50309-3899, and for its causes of action against the Defendants, Shallow Creek Land & Livestock LLC and Derek Wulf, states to the Court the following:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff, Heartland Co-op ("**Heartland**"), is a corporation organized and existing under the laws of the State of Iowa.
2. Defendant, Shallow Creek Land & Livestock LLC ("**Company**"), is a limited liability company organized and existing under the laws of the State of Iowa.
3. Defendant, Derek Wulf ("**Wulf**"), on information and belief, is an individual residing in Hudson, Black Hawk County, Iowa.
4. The acts and omissions giving rise to this lawsuit occurred in Black Hawk County, Iowa, but venue is proper in Polk County pursuant to the Polk County Venue Clause set forth in the Application referenced in paragraph 7 below.
5. The amount in controversy in excess of \$6,500.

BACKGROUND FACTS

6. In or around August 24, 2020, Company began a business relationship with Heartland whereby Heartland would provide Company with various products (collectively the “**Products**”) for its ag business use, and then bill Company on an open account (“**Account**”).

7. On August 24, 2020, Company via Wulf executed a Business Account Application with Heartland (“**Application**”). Under the terms of the Application, Heartland invoiced Company on the Account with payment due twenty-five (25) days from the invoice date or as stated on the invoice. Any invoices not fully paid by the due date were assessed a late charge of 1.25% per month (15% annually). In addition, upon default on the Account, Company agreed to pay reasonable collection costs and attorney fees in addition to all costs of suit incurred therein. A true and accurate copy of the Application with a clean page 2 setting forth Credit Policies and Collection Procedures, is marked as Exhibit A, attached hereto and incorporated herein by reference.

8. On August 24, 2020, Wulf executed as part of the Application a Personal Guarantee (“**Guaranty**”) under the terms of which he agreed to assume personal responsibility for the Account with Heartland and further to be responsible for court costs, attorney fees and collection costs if Heartland was forced to file a lawsuit to collect upon the Account.

9. In or around early February of 2026, Neal Tapken, Senior Credit Leader at Heartland (“**Tapken**”), reached out to Wulf via text messages in order to request payment of the Account balance which, at that time, was \$118,766.84.

10. On information and belief, Wulf sought to make payment on the Account via an ACH transfer from Company’s bank account at WCF Financial Bank in Webster City (“**WCF**”), with said ACH request to be processed on February 19, 2026.

11. On information and belief, Wulf's first ACH transfer bounced on February 19, 2026.

12. After further request by Tapken, Wulf requested a second ACH transfer through WCF on about March 2, 2026, which also bounced.

13. Shortly thereafter, Heartland discovered Company's account at WCF was closed in November of 2025, over three (3) months before Wulf authorized two (2) unsuccessful ACH transfers to Heartland to pay the Account balance.

14. On March 6, 2026, Heartland prepared an Open Account Invoice for Company and Wulf listing the invoice numbers and showing a total amount owing of \$149,214.55 through March 6, 2026 for Products purchased from Heartland by Company from October 1, 2025 through March 6, 2026 ("**Invoice**"). A true and accurate copy of the Invoice is marked as Exhibit B, attached hereto and incorporated herein by reference.

15. On March 30, 2026, Heartland's counsel sent a demand letter to Company and Wulf, via Certified Mail/Return Receipt Requested and First-Class Mail, informing them of the open balance on the Account and indicating a Demand Deadline of April 9, 2026 in which to make payment to Heartland with the check delivered to Heartland's counsel ("**Demand Letter**"). Despite receiving the Demand Letter, Company and Wulf have failed to contact Heartland's counsel or pay the outstanding balance owing on the Account. A true and accurate copy of the Demand Letter is marked as Exhibit C, attached hereto and incorporated herein by reference.

COUNT I - SUIT ON ACCOUNT

16. Heartland incorporates by reference Paragraphs 1 through 15 as if fully set forth herein.

17. The charges set forth on the Invoice are the reasonable prices for the Products set forth therein.

18. As of April 20, 2026, the Account is in default with a balance due and owing of \$149,214.55 for Products per the Invoice.

19. The Account is still Heartland's property, the \$149,214.55 balance has not been paid by Company and/or Wulf, and said amount plus accruing finance charges, court costs and reasonable attorney's fees and expenses, is justly due Heartland.

20. As a result of signing the Guaranty, Wulf is personally liable to Heartland for payment on the Account, including Heartland's accruing finance charges, court costs and reasonable attorney's fees and expenses.

WHEREFORE, Heartland prays the Court enter judgment against Company and Wulf, jointly and severally, for the balance owing on the Account, including accruing monthly finance charges, court costs and reasonable attorney's fees and expenses. Heartland further prays for such other and further relief as the Court deems just and equitable.

COUNT II – QUANTUM MERUIT

21. Heartland incorporates by reference paragraphs 1 through 20 as if fully set forth herein.

22. At the request of Company, Heartland ordered and shipped the requested quantity of Products to satisfy Company's various orders, and delivered those Products as requested by Company.

23. Company caused Heartland to purchase and deliver Products, the value of which has been received by Company, for which payment has not been made.

24. As a result of the conduct of Company and the failure to pay Heartland for Products had by Company, Heartland has been damaged in the amount of at least \$149,214.55 through April 20, 2026.

25. As a result of signing the Guaranty, Wulf is personally liable for the damages caused to Heartland as a result of Wulf's conduct and failure to pay for Products had and received by Company.

WHEREFORE, Heartland prays the Court enter judgment against Company and Wulf, jointly and severally, for its actual damages, together with court costs, reasonable attorney's fees and expenses, and interest at the highest legal rate. In addition, Heartland prays for such other and further relief as the Court deems just and equitable.

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Jeffrey W. Courter

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**ATTORNEYS FOR PLAINTIFF,
HEARTLAND CO-OP**

VERIFICATION

STATE OF IOWA)
) ss.
COUNTY OF POLK)

I, Neal Tapken, being first duly sworn on oath, depose and state that I am the Senior Credit Leader of Heartland Co-op, the Plaintiff in the above-entitled matter; that I have read the above and foregoing petition and am familiar with the allegations contained therein and the same are true and correct as I verily believe.

By: Neal Tapken
Neal Tapken

Its: Senior Credit Leader

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 20th day of April, 2026, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Neal Tapken, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged he executed the same as his voluntary act and deed.

Nicole Phifer
Notary Public

