

IN THE IOWA DISTRICT COURT FOR HARDIN COUNTY

CHAD T. ZOSKE, PLAINTIFF, V. DEREK N. WULF, INDIVIDUALLY, DRESDEN WULF, INDIVIDUALLY AND SHALLOW CREEK LAND & LIVESTOCK, LLC, DEFENDANTS.	CASE NO. PETITION AT LAW
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COMES NOW, Plaintiff Chad T. Zoske, by and through its attorney, Renee L. Strahan of the Laird Law Firm, P.L.C., and for its Petition at Law, **STATE:**

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I. PARTIES AND JURISDICTION

1. Plaintiff Chad T. Zoske (“Plaintiff”) is a resident of Hardin County, Iowa.
2. Defendant Derek N. Wulf (“Derek”) is believed to be a resident of Black Hawk County, Iowa.
3. Defendant Dresden Wulf (“Dresden”) is believed to be a resident of Black Hawk County, Iowa.
4. Derek and Dresden are married.
5. To the knowledge of Plaintiff, Derek and Dresden are associated with Shallow Creek Land & Livestock, LLC.
6. Defendant Shallow Creek Land & Livestock, LLC (“Shallow Creek”) is an Iowa corporation of Black Hawk County, Iowa.
7. The principal place of business of Shallow Creek is 9212 Holmes Road, Hudson, Iowa 50643.
8. Derek, Dresden and Shallow Creek are collectively referred to as “Defendants”.
9. The swine facility address is 23672 240th Street, Eldora, Iowa 50627 (collectively “Facility”).
10. Defendants entered into an agreement with Plaintiff to rent the Facility for purposes of housing swine and for services of Plaintiff caring for the swine.
11. The agreement was not for a specified period of time, but rather, continued until communication with Defendants ceased.
12. Despite occupying and using the Facility as well as Plaintiff’s services, Defendants failed to meet contractual obligations including payment of rent and payment for services.
13. Plaintiff has suffered additional damages including interest and fees covering operating costs that should have been offset by rental payments, cost associated with heating and

maintaining the Facility during the breach and having to locate additional renters for the Facility.

14. The amount of controversy arising from the Facility exceeds the jurisdictional threshold for actions filed in Iowa District Court.
15. Accordingly, jurisdiction and venue are appropriate in the Iowa District Court in and for Hardin County, Iowa as this action concerns the Facility located in Hardin County, Iowa.

II. CAUSES OF ACTION AGAINST DEREK N. WULF

A. BREACH OF ORAL CONTRACT

16. Plaintiff restate and by this reference makes a part hereof Paragraphs one through fifteen as though fully set forth herein.
17. Plaintiff contracted with Defendants for rental of Plaintiff's Facility and services provided by Plaintiff, Defendants failed to pay for rent and services.
18. Pursuant to the terms of the oral contract, Defendants was to provide payment to Plaintiff in exchange for its use of Facility and services.
19. Pursuant to the terms of the oral contract, Plaintiff provided the Facility and labor to Defendants.
20. Defendants failed to perform on the oral contract.
21. The failure of Defendants to perform constitutes breach of oral contract by Defendants.
22. As a result of the breach by Defendants, Plaintiff have suffered past, present, and future damages in an amount to be proven at trial, including interest, costs, and attorney fees.

WHEREFORE, Plaintiff Chad T. Zoske pray the Court:

- A. Enter judgment against Defendants for damages in an amount to be proven at trial;
- B. Assess costs, including court costs and attorney fees, against Defendants; and
- C. Grant such other and further relief as is appropriate under the circumstances.

B. BREACH OF IMPLIED IN FACT CONTRACT (QUANTUM MERUIT)

23. Plaintiff restate and by this reference makes a part hereof Paragraphs one through twenty-two as though fully set forth herein.
24. Defendants were to provide payment to Plaintiff for use of the Facility and services by Plaintiff.
25. The services and use of Facility provided to Defendants were provided under such circumstances to give Defendants reason to understand the services and use of Facility were not supplied gratuitously, and that Plaintiff expected payment in exchange for the services and use of Facility provided.
26. The services and use of Facility provided to Defendants was beneficial to Defendants.
27. Defendants have failed to provide payment in the manner expected in exchange for services and use of Facility provided by Plaintiff to Defendants.
28. As a result of Defendants' failure to perform, Plaintiff have suffered past, present, and future damages in an amount to be proven at trial, including interest, costs, and attorney fees.

WHEREFORE, Plaintiff Chad T. Zoske pray the Court:

- A. Enter judgment against Defendants for damages in an amount to be proven at trial;
- B. Assess costs, including court costs and attorney fees, against Defendants; and
- C. Grant such other and further relief as is appropriate under the circumstances.

C. UNJUST ENRICHMENT

29. Plaintiff reasserts Paragraphs one through twenty-eight as though fully set forth herein.
30. Plaintiff supplied services and use of Facility to Defendants, including those detailed in the lease agreement.
31. The services and use of Facility supplied by Plaintiff was not provided gratuitously.
32. Defendants have been enriched by the services and use of Facility provided by Plaintiff.

- 33. Plaintiff has not received payment for services and use of Facility rendered.
- 34. It is unjust to allow Defendants to retain the benefit of the services and use of Facility provided by Plaintiff without providing payment.
- 35. As a result of Defendants' unjust enrichment, Plaintiff has suffered past, present, and future damages in an amount to be proven at trial, including interest, costs, and attorney fees.

WHEREFORE, Plaintiff Chad T. Zoske pray the Court:

- A. Enter judgment against Defendants for damages in an amount to be proven at trial;
- B. Assess costs, including court costs and attorney fees, against Defendants; and
- C. Grant such other and further relief as is appropriate under the circumstances.

III. CAUSES OF ACTION AGAINST DRESDEN WULF

A. BREACH OF ORAL CONTRACT

- 36. Plaintiff restate and by this reference makes a part hereof Paragraphs one through thirty-five as though fully set forth herein.
- 37. Plaintiff contracted with Defendants for rental of Plaintiff's Facility and services provided by Plaintiff, Defendants failed to pay for rent and services.
- 38. Pursuant to the terms of the oral contract, Defendants was to provide payment to Plaintiff in exchange for its use of Facility and services.
- 39. Pursuant to the terms of the oral contract, Plaintiff provided the Facility and labor to Defendants.
- 40. Defendants failed to perform on the oral contract.
- 41. The failure of Defendants to perform constitutes breach of oral contract by Defendants.
- 42. As a result of the breach by Defendants, Plaintiff has suffered past, present, and future damages in an amount to be proven at trial, including interest, costs, and attorney fees.

WHEREFORE, Plaintiff Chad T. Zoske pray the Court:

- A. Enter judgment against Defendants for damages in an amount to be proven at trial;
- B. Assess costs, including court costs and attorney fees, against Defendants; and
- C. Grant such other and further relief as is appropriate under the circumstances.

B. BREACH OF IMPLIED IN FACT CONTRACT (QUANTUM MERUIT)

- 43. Plaintiff restate and by this reference makes a part hereof Paragraphs one through forty-two as though fully set forth herein.
- 44. Defendants were to provide payment to Plaintiff for use of the Facility and services by Plaintiff.
- 45. The services and use of Facility provided to Defendants were provided under such circumstances to give Defendants reason to understand the services and use of Facility were not supplied gratuitously, and that Plaintiff expected payment in exchange for the services and use of Facility provided.
- 46. The services and use of Facility provided to Defendants was beneficial to Defendants.
- 47. Defendants have failed to provide payment in the manner expected in exchange for services and use of Facility provided by Plaintiff to Defendants.
- 48. As a result of Defendants' failure to perform, Plaintiff have suffered past, present, and future damages in an amount to be proven at trial, including interest, costs, and attorney fees.

WHEREFORE, Plaintiff Chad T. Zoske pray the Court:

- A. Enter judgment against Defendants for damages in an amount to be proven at trial;
- B. Assess costs, including court costs and attorney fees, against Defendants; and
- C. Grant such other and further relief as is appropriate under the circumstances.

C. UNJUST ENRICHMENT

- 49. Plaintiff reasserts Paragraphs one through forty-eight as though fully set forth herein.

- 50. Plaintiff supplied services and use of Facility to Defendants, including those detailed in the lease agreement.
- 51. The services and use of Facility supplied by Plaintiff was not provided gratuitously.
- 52. Defendants have been enriched by the services and use of Facility provided by Plaintiff.
- 53. Plaintiff has not received payment for services and use of Facility rendered.
- 54. It is unjust to allow Defendants to retain the benefit of the services and use of Facility provided by Plaintiff without providing payment.
- 55. As a result of Defendants' unjust enrichment, Plaintiff has suffered past, present, and future damages in an amount to be proven at trial, including interest, costs, and attorney fees.

WHEREFORE, Plaintiff Chad T. Zoske pray the Court:

- A. Enter judgment against Defendants f for damages in an amount to be proven at trial;
- B. Assess costs, including court costs and attorney fees, against Defendants; and
- C. Grant such other and further relief as is appropriate under the circumstances.

**IV. CAUSES OF ACTION AGAINST SHALLOW CREEK LAND &
LIVESTOCK, LLC**

A. BREACH OF ORAL CONTRACT

- 56. Plaintiff restate and by this reference makes a part hereof Paragraphs one through fifty-five as though fully set forth herein.
- 57. Plaintiff contracted with Defendants for rental of Plaintiff's Facility and services provided by Plaintiff, Defendants failed to pay for rent and services.
- 58. Pursuant to the terms of the oral contract, Defendants was to provide payment to Plaintiff in exchange for its use of Facility and services.
- 59. Pursuant to the terms of the oral contract, Plaintiff provided the Facility and labor to Defendants.
- 60. Defendants failed to perform on the oral contract.

- 61. The failure of Defendants to perform constitutes breach of oral contract by Defendants.
- 62. As a result of the breach by Defendants, Plaintiff has suffered past, present, and future damages in an amount to be proven at trial, including interest, costs, and attorney fees.

WHEREFORE, Plaintiff Chad T. Zoske pray the Court:

- A. Enter judgment against Defendants for damages in an amount to be proven at trial;
- B. Assess costs, including court costs and attorney fees, against Defendants; and
- C. Grant such other and further relief as is appropriate under the circumstances.

B. BREACH OF IMPLIED IN FACT CONTRACT (QUANTUM MERUIT)

- 63. Plaintiff restate and by this reference makes a part hereof Paragraphs one through sixty-two as though fully set forth herein.
- 64. Defendants were to provide payment to Plaintiff for use of the Facility and services by Plaintiff.
- 65. The services and use of Facility provided to Defendants were provided under such circumstances to give Defendants reason to understand the services and use of Facility were not supplied gratuitously, and that Plaintiff expected payment in exchange for the services and use of Facility provided.
- 66. The services and use of Facility provided to Defendants was beneficial to Defendants.
- 67. Defendants have failed to provide payment in the manner expected in exchange for services and use of Facility provided by Plaintiff to Defendants.
- 68. As a result of Defendants' failure to perform, Plaintiff have suffered past, present, and future damages in an amount to be proven at trial, including interest, costs, and attorney fees.

WHEREFORE, Plaintiff Chad T. Zoske pray the Court:

- A. Enter judgment against Defendants for damages in an amount to be proven at trial;

- B. Assess costs, including court costs and attorney fees, against Defendants; and
- C. Grant such other and further relief as is appropriate under the circumstances.

C. UNJUST ENRICHMENT

- 69. Plaintiff reasserts Paragraphs one through sixty-eight as though fully set forth herein.
- 70. Plaintiff supplied services and use of Facility to Defendants, including those detailed in the lease agreement.
- 71. The services and use of Facility supplied by Plaintiff was not provided gratuitously.
- 72. Defendants have been enriched by the services and use of Facility provided by Plaintiff.
- 73. Plaintiff has not received payment for services and use of Facility rendered.
- 74. It is unjust to allow Defendants to retain the benefit of the services and use of Facility provided by Plaintiff without providing payment.
- 75. As a result of Defendants' unjust enrichment, Plaintiff has suffered past, present, and future damages in an amount to be proven at trial, including interest, costs, and attorney fees.

WHEREFORE, Plaintiff Chad T. Zoske pray the Court:

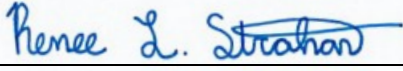
- A. Enter judgment against Defendants for damages in an amount to be proven at trial;
- B. Assess costs, including court costs and attorney fees, against Defendants; and
- C. Grant such other and further relief as is appropriate under the circumstances.

V. JURY DEMAND

COMES NOW, Plaintiff Chad T. Zoske respectfully request that a jury be summoned and impaneled to hear and determine the issues in the above cause of action.

Dated this 19th day of February, 2026.

LAIRD LAW FIRM, P.L.C.

By: 

Renee L. Strahan AT0015769
403 Main Avenue
P.O. Box 187
Clear Lake, IA 50428
Telephone: 641-423-5154
Facsimile: 641-423-5310
Email: rstrahan@lairdlawfirm.com

ATTORNEYS FOR PLAINTIFF

RLS:meb:<https://heinylaw.sharepoint.com/sites/Strahan/Shared Documents/Litigation/Clients/Zoske, Chad/Pleadings/Petition.at.Law.Zoske.2.17.2026.docx>