IN THE IOWA DISTRICT COURT FOR SIOUX COUNTY

FOUR COUNTY PIG PLACEMENT, INC. Plaintiff, vs. DEREK NEAL WULF Defendant.	NO. **PETITION AT LAW**

COMES NOW Plaintiff, Four County Pig Placement, Inc., (hereinafter referred to as "Plaintiff"), and for its Petition at Law for money judgment against the Defendant, Derek Neal Wulf, (hereinafter referred to as "Defendant" or "Wulf"), states to the Court as follows:

GENERAL ALLEGATIONS

1. The Plaintiff, Four County Pig Placement, Inc., is a corporation registered to do business in the State of Iowa. Four County Pig Placement, Inc. is located in Sioux County, Iowa.
2. Defendant, Derek Neal Wulf, is an individual located in the State of Iowa.
3. Defendant, Derek Neal Wulf, has done business under "Shallow Creek Land & Livestock."
4. This is a civil action in which the Court has jurisdiction over the parties and the subject matter because the amount in controversy exceeds the jurisdictional minimum of this court.
5. Plaintiff is a brokerage in the business of selling feeder pigs.
6. The parties have previously done business together in which Defendant would purchase feeder pigs from Plaintiff and Plaintiff would deliver feeder pigs to Defendant in exchange for fair consideration.

COUNT I- BREACH OF ORAL CONTRACT

7. Plaintiff repleads paragraphs 1 through 6 above.

8. In the beginning of October 2025, Defendant made a request to Plaintiff for feeder pigs.

9. Plaintiff agreed to provide Defendant feeder pigs in exchange for financial compensation.

10. On approximately October 10, 2025, 971 pigs were delivered to Defendant from Plaintiff. Said pigs were delivered via Wichman Trucking.

11. On approximately October 31, 2025, Plaintiff delivered to Defendant an additional 1218 feeder pigs.

12. The pigs ordered by and delivered to Defendant by Plaintiff were priced upon delivery.

13. Separate invoices were sent by Plaintiff to Defendant for the delivery of feeder pigs on both October 10, 2025, and October 31, 2025.

14. The invoice with Delivery Date of October 11, 2025, was sent to Defendant in the amount of $78,004.69.

15. The invoice with a Delivery Date of October 31, 2025, was sent by Plaintiff to Defendant in the amount of $104,240.01.

16. No payments have been made by Defendant to Plaintiff on the invoices referred to in paragraphs 14 and 15 above.

17. Defendant owes Plaintiff a total of $182,244.70 plus accruing interest.

COUNT II- UNJUST ENRICHMENT

18. Plaintiff repleads paragraphs 1-17 above.

19. Plaintiff sold and delivered goods to Defendant in the form of feeder pigs.

20. The goods (feeder pigs) were accepted by and beneficial to Defendant.

21. The actual, reasonable value of the goods sold and delivered by Plaintiff to Defendant is not less than $182,244.70

22. Defendant was enriched by receiving the feeder pigs.

23. The enrichment received by Defendant occurred at the expense of Plaintiff.

24. It is unjust for Defendant to retain the benefit of the product received without providing compensation for the same.

COUNT III-ACCOUNT STATED

25. Plaintiff repleads paragraphs 1-24 as set forth above.

26. A debtor- creditor relationship existed between Plaintiff and Defendant.

27. An invoice has been presented by Plaintiff to Defendant.

28. The amount due has been accepted by Defendant through written acknowledgment.

29. The Defendant has both expressly and impliedly promised to pay the amount requested by Plaintiff.

30. Defendant has failed to pay the Plaintiff.

31. Defendant has received and accepted the account invoices from Plaintiff and has not objected to their accuracy, nor has Defendant raised a legally recognized objection in this matter.

32. Defendant has acknowledged the receipt of goods and the debt owed to Plaintiff.

33. Plaintiff has submitted invoices to Defendant showing a principle balance due in the amount of $182,244.70 which Defendant has accepted through written and verbal statements.

34. Defendant has impliedly agreed to pay said sum by retaining said invoices without objection and providing Plaintiff assurances that the outstanding balance would be paid.

COUNT IV- BREACH OF IMPLIED IN FACT CONTRACT (QUANTUM MERUIT)

35. Plaintiff repleads paragraphs 1-34 as set forth above.

36. Defendant was to provide payment to Plaintiff for the delivery of goods (feeder pigs).

37. The goods provided to Defendant were provided under such circumstances to give Defendant reason to understand that the goods were not supplied gratuitously and that Plaintiff expected payment in exchange for the goods.

38. The goods provided to Defendant were beneficial to Defendant.

39. Defendant has failed to provide payment in the manner expected in exchange for the goods provided by Plaintiff to Defendant.

40. As a result of Defendant's failure to perform, Plaintiff has suffered past, present and future damages in an amount to be proven at trial, including interest, costs, and attorney fees.

WHEREFORE, Plaintiff requests judgment against Defendants, in an amount which will fully and fairly compensate Plaintiff in an amount not less than $182,244.70, plus accruing interest, court costs, attorney fees, prejudgment and post judgment interests.

Respectfully submitted,

Jenny L. Cleveringa

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