

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

DEBRA STODDARD,

Plaintiff,

vs.

STURGIS FALLS CELEBRATION,
INC.

Defendant.

CASE NO. _____

PETITION AT LAW

COMES NOW, the Plaintiff, Debra Stoddard, by and through the undersigned counsel, and for her Petition and causes of action states as follows:

PARTIES, JURISDICTON, AND VENUE

1. The Plaintiff, Debra Stoddard ("Plaintiff"), is an individual and resident of Black Hawk County, Iowa.

2. The Defendant, Sturgis Falls Celebration, Inc. ("Defendant"), is a corporation formed under the laws of the State of Iowa and is a resident of Black Hawk County, Iowa

3. Pursuant to Iowa Code § 619.18, the amount in controversy in this action is in excess of the jurisdictional amount set forth in Iowa Code § 631.1.

4. Pursuant to Iowa R. Civ. P. 1.281, the Plaintiff certifies that the amount in controversy is less than \$75,000.00.

5. Pursuant to Iowa R. Civ. P. 1.281(c), the Plaintiff will file a certification before the discovery conference/trial scheduling and discovery plan conference.

6. Venue is proper in Linn County, Iowa, under Iowa Code § 616.17 and/or Iowa Code § 616.18.

FACTUAL ALLEGATIONS

7. The Plaintiff incorporates by reference all previous Paragraphs of this Petition as though fully set forth herein.

8. On or about October 12, 2015, the Plaintiff provided the Defendant with a loan in the amount of \$25,000.00.

9. On or about October 12, 2015, the Defendant signed and delivered a promissory note ("Note") to the Plaintiff. The Note is attached hereto as Attachment 1.

10. Pursuant to the terms of the Note, the Defendant promised to repay the Plaintiff the sum of \$25,000.00 ("Principal"), with interest from October 12, 2015, on the unpaid principal at the rate of 2.590% per annum.

11. Pursuant to the terms of the Note, the due date was October 12, 2016, for repayment of the Principal and the interest accrued thereon.

12. Pursuant to the terms of the Note, the failure to repay the Principal and accrued interest on or before the due date constitutes a default.

13. Pursuant to the terms of the Note, the Plaintiff is entitled to recover all "costs of collection," including reasonable attorney's fees.

14. Pursuant to the terms of the Note, the Defendant waived, among other things, notices of default and demands for payment.

COUNT I – BREACH OF CONTRACT

15. The Plaintiff incorporates by reference all previous Paragraphs of this Petition as though fully set forth in this Count I.

16. An enforceable agreement or contract existed between the Plaintiff and the Defendant as represented by the Note.

17. The Plaintiff did not commit any breach.

18. The Defendant has breached the terms of the Note by, but not necessarily limited to, failing to pay the Plaintiff the Principal and the interest accrued thereon by the due date of October 11, 2016.

19. The Defendant has failed to make any payments to the Plaintiff, leaving the entire Principal, plus the interest accrued thereon, outstanding and owed to the Plaintiff.

20. The Plaintiff is entitled to recover \$25,000.00 plus 2.59% interest thereon from October 12, 2015 to the date of filing this Petition.

21. The Plaintiff is entitled to recover any and all costs of collection that she has incurred and will continue to incur in prosecuting this action, including but not limited to, reasonable attorney's fees.

WHEREFORE, the Plaintiff, Debra Stoddard, respectfully requests the Court to enter judgment against the Defendant, Sturgis Falls Celebration, Inc., in an amount that fairly, adequately, and fully compensates the Plaintiff, plus reasonable attorney's fees, the maximum amount of interest allowed by law, the costs of this action, and for such other relief that the Court deems just and equitable.

Respectfully Submitted,

Swisher & Cohrt, P.L.C.,

By: 

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