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1 Akaash Gupta (SB# 265592)
 2 DeWind Co.
 3 3 Park Plaza, Suite 1920
 4 Irvine, CA 92614
 5 Attorney for Plaintiff

6 **UNITED STATES DISTRICT COURT**
 7 **CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

8 DEWIND CO.

9 Plaintiff,

10 v.

11 GLENMORE WIND FARM, LLC; URBAN
 12 POWER, LLC; PRELUDE, LLC; ROBIN
 13 JAY URBAN; AND THOMAS MATTSO

14 Defendants.

CASE NO. SACV12-00392 JVS (RNBx)

COMPLAINT FOR BREACH OF CONTRACT

JURY TRIAL DEMANDED

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16 Plaintiff DEWIND CO. alleges a cause of action against Defendants as follows:

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18 **THE PARTIES**

- 19 1. Plaintiff DEWIND CO. ("Plaintiff") is a corporation organized under the laws of the
 20 State of California, with its registered office in Irvine, California.
 21 2. Defendant GLENMORE WIND FARM, LLC ("Glenmore") is a limited liability
 22 company organized under the laws of the State of Delaware. Glenmore does not have a
 23 registered agent of record, and on information and belief, Plaintiff alleges Glenmore is
 24 headquartered in Brussels, Wisconsin.
 25 3. Defendant URBAN POWER, LLC ("Urban") is a limited liability company organized
 26 under the laws of the State of Wisconsin, with its registered office in Brussels,
 27 Wisconsin.
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COMPLAINT FOR BREACH OF CONTRACT

- 1 4. Defendant PRELUDE, LLC ("Prelude") is a limited liability company organized under
2 the laws of Wisconsin, with its registered office in Green Bay, Wisconsin.
- 3 5. Defendant ROBIN JAY URBAN ("Robin") is an individual residing in the State of
4 Wisconsin.
- 5 6. Defendant THOMAS MATTSON ("Mattson") is an individual residing in the State of
6 Wisconsin.
- 7 7. On information and belief, Plaintiff alleges that at all times relevant to this action,
8 Defendants Urban and Prelude were the sole members of Defendant Glenmore.
- 9 8. On information and belief, Plaintiff alleges that at all times relevant to this action,
10 Defendant Robin was the sole member of Defendant Urban.
- 11 9. On information and belief, Plaintiff alleges that at all times relevant to this action,
12 Defendant Mattson was the sole member of Defendant Prelude.
- 13 10. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
14 mentioned each of the Defendants was the agent, servant, employee, and/or co-
15 conspirator each of the other Defendants, and, in doing the acts hereinafter alleged, was
16 acting within the course and scope of their authority as such agent, servant, employee,
17 and/or co-conspirator with the permission and consent of their co-Defendants and,
18 further, that the Defendants, and each of them, have authorized, ratified, and approved the
19 acts of each of the other Defendants with full knowledge of those acts.

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21 **JURISDICTION AND VENUE**

- 22 11. Because the matter in controversy, exclusive of interest and costs, exceeds the sum of
23 \$75,000 and is between citizens of different states, this Court has jurisdiction under 28
24 U.S.C. § 1332. Plaintiff is a citizen of California. Defendants are all citizens of the State
25 of Wisconsin.
- 26 12. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a)(2) because a substantial
27 part of the events or omissions giving rise to Plaintiff's claims occurred in this district.

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FACTUAL BACKGROUND

The Rights Agreement

13. On or about November 26th, 2009 (the “Effective Date”), Plaintiff and Defendants Glenmore, Urban, and Prelude entered into a Rights Agreement, a copy of which is attached hereto as Exhibit “A” and made a part hereof.
14. The consideration set forth in the Agreement was fair and reasonable.
15. Pursuant to the terms of the Agreement, Plaintiff paid \$250,000 (the “Fee”) to Defendants as consideration for the exclusive right to purchase or sell Defendants’ interests in its 14 megawatt wind farm project (the “Project”) during the term of the Agreement.
16. Under the Agreement, Plaintiff was required to find buyers for the Project or buy the Project itself, and close a sale of the Project (a “Transaction”) within 120 days of the Effective Date (the “Term”). The Term expired on March 26, 2010.
17. Under Section 2(d) of the Agreement, Defendants agreed to refund the Fee to Plaintiff upon expiration of the Term, if Plaintiff was unable to close a Transaction due to either (1) Defendants’ misrepresentation at the time of execution of the Agreement with respect to the Project’s wind resource estimate, power purchase agreement, conditional use permit, other permits, land lease agreements, and set-back requirements, or (2) Defendants’ failure to complete the additional development work required by Section 4 of the Agreement within 30 days of the date of the Agreement.

Defendants’ Misrepresentation

18. Defendants misrepresented the Project’s wind resource estimate by representing that the project site contained a higher forecasted capacity factor than it actually did. Prior to execution of the Agreement, Defendants represented that the project site contained a net capacity factor of 31.8% in a financial deal pro forma dated May 5, 2009. However, the wind resource assessment report provided by the Defendants after execution of the Agreement stated that the project site actually had a net capacity factor of 25.8%. This

1 difference in net capacity factor rendered the project non-economical, and as a result,
2 Plaintiff was not able to close a Transaction.

3 19. Defendants' misrepresentation regarding the wind resources of the project violated
4 Section 2(d) of the Agreement. This misrepresentation turned out to be a decisive cause
5 for Plaintiff's inability to close a Transaction. For that reason alone, Plaintiff was entitled
6 to a refund of the Fee. However, in addition to misrepresenting the Project's wind
7 resources, Defendants failed to completely perform its development obligations under
8 Section 4 of the Agreement.

9 **Defendants' Failure to Perform Development Work**

10 20. Defendants failed to complete the development work required by Section 4 of the
11 Agreement to be completed within 30 days of the date of the Agreement , including: a)
12 obtaining a wind resource assessment report for the Project "containing meteorological
13 data prepared in professional and 'bankable'/'financeable' way by a consultancy well
14 recognized in the wind industry...;" b) obtaining "new land lease/easement agreements
15 meeting [Plaintiff's] requirements...;" and d) providing "Geo-technical reports for the
16 final turbine locations...and the locations of the project site roads, crane pads and lay-
17 down areas."

18 21. Defendants provided the wind resource assessment report referenced in Section 4 of the
19 Agreement on February 25, 2010, 91 days after the Effective Date, and 61 days past the
20 30 day deadline in the Agreement. Given that the Term of the agreement was only 120
21 days, this delay completely impeded Plaintiff's ability to close a Transaction. In addition,
22 as stated in paragraph 18 above, the report contained a much lower forecasted site
23 capacity factor than initially represented by Defendants, which rendered the Project non-
24 economical. Therefore, Defendants failed to perform their obligations under Section 4(a)
25 of the Agreement.

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1 22. Defendants provided new land lease or easement agreements with the Project's
2 landowners outside the required 30 day timeframe. Therefore, Defendants failed to
3 perform their obligations under Section 4(b) of the Agreement.

4 23. In addition, the lease and easement option agreements that Defendants provided did not
5 meet Plaintiff's requirements. Plaintiff required that the lease and easement option
6 include a payment of a fixed fee to the landowners. However, the agreements provided by
7 Defendants required payment of a percentage of the Project's revenue to the landowners
8 that was significantly higher than the market rate for such agreements. Plaintiff also
9 required that the leases provide flexibility with regard to the locations of the turbines on
10 the Project in order to optimize their performance. The revised leases provided by
11 Defendant did not meet either of these requirements. These requirements were crucial to
12 Plaintiff's ability to close a Transaction. For this reason as well, Defendants failed to
13 perform their obligations under Section 4(b) of the Agreement.

14 24. Defendants did not provide any geotechnical reports for the final turbine locations.
15 Therefore, Defendants failed to perform their obligations under Section 4(d) of the
16 Agreement.

17 **Defendants' Repudiation of their Obligation to Refund the Fee**

18 25. Due to Defendants' misrepresentation at the time of execution of the Agreement with
19 respect to the Project's wind resource estimate, and failure to perform their obligations
20 under Section 4 of the Agreement, Plaintiff was unable to close a transaction. Therefore,
21 Defendants became obligated to refund the Fee to the Plaintiff upon expiration of the
22 Term on March 26, 2010.

23 26. In March 2010, Plaintiff's Chief Operating Officer, Dong Won Shin, sent a letter to
24 Defendants indicating that the Term was about to expire, and requesting that Defendants
25 refund the Fee, pursuant to Section 2(d) of the Agreement. In response, Defendants'
26 counsel, Deron Andre, sent a letter to Mr. Shin, dated April 5, 2010, stating that
27 Defendants refused to refund the Fee.

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27. Beginning on February 11, 2011 and through January 3, 2012, Plaintiff's General Counsel, Shiping Xu, reached out to Mr. Andre multiple times requesting that Defendant refund the Fee. Each time, Mr. Andre either claimed that Defendants were not required to refund the Fee, or simply did not respond.

28. In sum, Defendants have failed to refund the Fee to the Plaintiff, despite numerous requests by Plaintiff over the course of almost two years.

CAUSE OF ACTION
(Breach of Contract)
[Against all Defendants]

29. Plaintiff repeats and incorporates by reference paragraphs 1 through 28 of this complaint as though fully set forth herein.

30. Defendants' failure to refund the Fee to the Plaintiff constitutes a breach of contract.

31. As a result of Defendants' breach of contract, Plaintiff has suffered damages in the amount of \$250,000.

PRAYER FOR RELIEF

Plaintiff demands against each of the Defendants jointly and severally as follows:

1. Restitution in the amount of \$250,000.
2. Any further relief that the court may deem just and equitable.

Dated: March 12, 2012

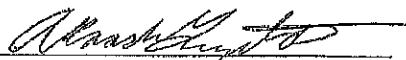
BY: 
Akaash Gupta
Attorney for Plaintiff,
DeWind Co.

Exhibit A

This RIGHTS AGREEMENT ("Agreement") is made as of this 26 day of November 2009 among the DeWind Co. ("DeWind"), having a principal place of business at 3 Park Plaza, Suite 1920, Irvine, CA 92614, Glenmore Wind Farm LLC, a Wisconsin limited liability company ("Glenmore"), which owns a 14 MW Wind Farm ("Project"), and whose Members are Urban Power LLC ("Urban"), having a principal place of business at 1052 Bayshore Road, Brussels, WI 54204 and Prelude LLC ("Prelude"), having a principal place of business at 4751 Bayside Road, Suamico, WI 54173. Each of Glenmore, Urban and Prelude are hereafter referred to as an "Owner" and collectively as the "Owners".

WHEREAS, Owners desire to sell all of their interests in the Project on terms and conditions satisfying the Minimum Transaction Conditions, as such term is defined below;

WHEREAS, Owners desire to retain, for the period of time and under the terms and conditions set forth below, DeWind as their sole and exclusive agent (subject to DeWind's right to delegate any such duties to its designee) to represent Owners in connection with the sale of all of their interests in the Project (any such sale, a "Transaction") and to find buyers for the Project; and

WHEREAS, DeWind desires, under the terms and conditions set forth below, to act as Owners' sole and exclusive agent (subject to DeWind's right to delegate any such duties to its designee) to represent Owners in the Transaction and to find buyers for the Project; and

WHEREAS, subject to the terms and conditions hereof, the Purpose of this Agreement is to provide by the Owners to DeWind the sole and exclusive agency for the sale of the Project during the term set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein set forth, the parties hereby agree as follows:

1. TRANSACTION CONDITIONS; PURCHASE PRICE

The following requirements set forth in this Section 1 (the "Minimum Transaction Conditions") shall be the only conditions required by Owners for any Transaction, and any Transaction closed during the Term and satisfying each of the Minimum Transaction Conditions shall be deemed acceptable to each of the Owners.

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a. The purchase price of the Project shall be not less than \$2,000,000 (subject to Section 2 below) to be paid as follows:

- i. \$1,000,000 at the time of closing, (unless another date is agreed on in writing by all signatories), but in no event later than April 1st 2010, provided that a Transaction has closed during the Term.
- ii. \$1,000,000 payable upon the Buyer obtaining a building permit or closing a transaction for funding of construction of the Project, whichever occurs first, but in no event later than June 15th 2010, provided that a Transaction has closed during the Term.
- iii. To the extent any Transaction closed during the Term provides for a purchase price in excess of \$2,000,000, all of such excess value of the Project shall be paid to DeWind directly by the purchaser or the Owners, as applicable, as consideration for DeWind's services as agent in the representation of the Owners in a Transaction and in finding buyers for the Project.

b. Notwithstanding anything to the contrary herein, DeWind may, in addition to the minimum purchase price set forth in clause a, above, in its sole and exclusive discretion, impose any commercially reasonable requirements whatsoever on the terms and conditions of a Transaction, including without limitation the right to require the buyer under any such Transaction to purchase certain models of wind turbines on certain terms and conditions. The fee paid by DeWind to the Owners pursuant to Section 2(c) below includes consideration for such right, and any exercise of such right by DeWind shall be deemed not to breach its duties to Owners as their agent under this Agreement.

2. APPOINTMENT OF AGENT / AGENT'S EXCLUSIVE RIGHT TO SELL

a. Each of the Owners hereby appoints DeWind, effective as of the date first written above, as its actual, sole and exclusive agent to represent such Owner in a Transaction and to find buyers for the Project. The parties acknowledge that Owners' appointment of DeWind as agent creates an actual agency. Each of the Owners accordingly authorizes DeWind to take any and all actions necessary or advisable to effect the sale of the Project by the Owners, including the execution, delivery and performance of any purchase and sale agreement, deed, bill of sale, assignment and assumption agreement or other agreement necessary to transfer ownership of the

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Project from Owners. DeWind hereby accepts Principal's appointment and authorization and shall use reasonably diligent efforts to find buyers and to effect a Transaction pursuant to its authority as actual agent under this Agreement. Each of the Owners shall promptly disclose and refer to DeWind all written or oral inquiries or contacts received by such Owner from any source regarding a possible Transaction.

b. DeWind may locate and procure the services of such contractors and agents as DeWind determines necessary to complete DeWind's duties and obligations pursuant to this Agreement; provided, however, that no such engagement shall relieve DeWind of any of its duties, responsibilities, obligations or liabilities hereunder. As between the parties, DeWind shall be solely responsible for the acts, omissions or defaults of its contractors and agents engaged pursuant to this Section 2.b. Nothing in this Agreement shall be construed to impose on any Owner any obligation, liability or duty to a contractor or agent engaged by DeWind pursuant to this Section 2.b, or to create any contractual relationship between any such contractor or agent and any Owner, including any obligation to pay or to see to the payment of any moneys due any such contractor or agent. No contractor or agent of DeWind is intended to be nor shall be deemed a third party beneficiary of this Agreement.

c. Upon full execution of this Agreement DeWind shall pay a \$250,000 (the "Fee") to the Owners as consideration for and to secure the exclusive right to purchase or sell the Project during the Term of this Agreement. The Fee shall be deposited by wire transfer into the Brabazon Law Offices Trust Account. The Fee shall become the Property of the Owners, and shall be non-refundable, except as specified below.

d. Owners shall fully refund to DeWind the "Fee" promptly upon expiration of the Term only if a Transaction cannot be closed during the Term due to misrepresentations as of the time of execution of this Agreement on the part of the Owners with respect to the wind resource estimate, power purchase agreement, conditional use permit, other permits, land lease agreements, and set-back requirements or failure of the Owners to complete the additional development work provided for in Section 4 within the 30-day time period required therefor. This includes work considered to have been completed and also necessary work to be done, including layout constraints which limit the planned 14 MW (7 times 2 MW per turbine) potential from being fully realized.

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e. If DeWind chooses to purchase the Project from the Owners, or if the project is sold to a third party, the Fee shall be deducted from first installment (as provided in Section 1.a.1, above) of the \$2,000,000 purchase price to be paid by DeWind or such third party to the Owners.

f. During the Term the Owners shall direct all prospective buyers to contact DeWind and disclose all such prospective buyers' contact information to DeWind.

g. Owners shall jointly and severally defend, indemnify and hold DeWind harmless from and against any claim or liability asserted against DeWind in connection with the Project, any Transaction, the failure to completely and accurately make any disclosure required by law in connection with either of the foregoing, or the accuracy of any representation made in connection with the foregoing; provided, however, that this sentence shall have no applicability to claims or liabilities arising under any agreement entered into among DeWind and the Owners for a Transaction among such parties.

h. Owners acknowledge and agree that they have been advised to consult and retain experts to advise and represent them concerning the legal and tax effects of this Agreement and consummation of a Transaction.

3. PERIOD OF EXCLUSIVITY; TERM

a. DeWind shall have from the date of this Agreement until the date that is 120 days after the date first set forth above, to find buyers and close a Transaction (including the purchase of the Project by DeWind). Upon the expiration of the Term, the parties shall have no further obligation to each other, except (1) as set forth in clause B below with respect to transactions with Registered Persons after the expiration of the Term and as set forth in Section 4 below with respect to repayment to DeWind of development costs and expenses incurred during the Term and (2) if a Transaction is closed during the Term, reasonable levels of support from the Owners during the completion of the project until commercial operation is achieved. In the event that the parties agree in writing that a pre-qualified buyer for the Project has commenced negotiations with DeWind during the Term, the parties may agree to mutually extend the Term in writing as appropriate.

b. DeWind shall, within five days following the expiration of the Term, provide in writing to Owners a list of those persons and entities with whom DeWind had negotiated during the Term (each such person or entity, a "Registered Person"). If

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within 180 days following the expiration of the Term, the Owners enter into a Transaction with a Registered Person, the Owners shall, promptly upon the closing of such Transaction, refund the Fee to DeWind.

4. DEVELOPMENT REQUIREMENTS

The Owners shall take or cause to be taken the additional development actions identified below in clauses a through d not later than 30 days following the date first set forth above, except as otherwise specified below. The Owners may use the funding provided for by the trust and promissory note set forth in this Section 4 to complete such development actions.

a. A wind resource assessment report containing meteorological data prepared in a professional and "bankable"/"financeable" way by a consultancy well recognized in the wind industry, such as AWS Truewind or Garrud Hassan, and including defensible estimates of at least P95 and P50 energy levels and other "market" demands placed on wind energy reports to secure financing. Notwithstanding anything to the contrary in this Agreement, in the event that the consultancy requests additional time to complete the report, reasonable time to do so shall be granted by the parties, provided that the consultancy confirms that the data supplied by the Owners within the 30-day period is sufficient to complete the report within the extension period requested.

b. New Land Lease/Basement agreements, meeting DeWind acceptance requirements, with (1) payments based on revenue from sale of electricity only, and no audit or other oversight rights with respect to the operation of the wind farm, (2) appropriate limits on the applicable landowner's development rights to minimize the impact on the Project's wind resource, and (3) agricultural restoration and long-term site road, crane pad and lay-down area issues addressed in a way that when considered together with the lease rate minimizes the present value of the total long-term cost of the Project.

c. Relocation of the turbines from their presently planned locations, but only if necessary for purposes of compliance with noise-minimization requirements or other regulatory, statutory, or zoning requirements. Any such relocation must comply with the conditional use permit, building permits, and any other permits previously granted for the Project. Any such relocation shall be performed by a consultancy well recognized in the wind industry, such as AWS Truewind or Garrud Hassan.

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d. Geo-technical reports for the final turbine locations as identified in Clause c, above and the locations of the project site roads, crane pads and lay-down areas.

To facilitate payment for the development requirements set forth in this Section 4, a \$150,000 trust will be established and funded by DeWind. This fund shall only be used to pay expenses that are reasonably necessary to accommodate the sale of the Project, and money may be only be disbursed from this fund upon the mutual consent of DeWind and the Owners, which consent shall not unreasonably withheld or delayed. DeWind will be reimbursed in full for these items by the Buyer at the time of closing should a Transaction be closed within the Term, and DeWind shall have no funding obligation in excess of such \$150,000 amount. This \$150,000 amount shall be allocated \$20,000 to expenses incurred prior to the date of this Agreement in furtherance of the required additional development and \$130,000 to future expenses reasonably incurred for such development.

Concurrently with the execution of this Agreement, the Owners shall execute a Promissory Note with a term of 12 months, requiring repayment to DeWind of the expended funds, in principle and accumulated interest, with an interest rate of 5%, secured by leasehold mortgages in favor of DeWind on Glenmore Wind farm LLC, and in the form attached as Exhibit A. Glenmore will hold exclusive rights for disbursement of this fund.

5. FUTURE PROJECTS

Upon a successful closing of the Project during the Term, the parties agree to meet not later than April 1, 2010 to negotiate in good faith toward the execution of a separate, mutually acceptable agreement for future projects, including respective rights and obligations for those projects.

6. COMMUNICATION

Communication that requires approval shall be made via USPS, FedEx, UPS, or by facsimile.

7. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes and cancels any prior oral or written agreement, letter of intent or understanding related to the subject matter hereof or thereof.

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8. NO PARTNERSHIP OR JOINT VENTURE

DeWind is an independent contractor and nothing contained herein shall be construed as constituting any relationship with any Owner other than that of principal and actual agent, nor shall it be construed as creating a partnership, joint venture or any other contrary relationship whatsoever between the Parties.

9. COUNTERPARTS

This Agreement may be executed by the Parties in one or more counterparts, all of which taken together, shall constitute one and the same instrument. The facsimile or PDF signatures of the Parties shall be deemed to constitute original signatures, and facsimile or PDF copies hereof shall be deemed to constitute duplicate originals.

10. GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with the internal, substantive laws of the State of California, without giving effect to its conflict of law rules.

11. SEVERABILITY

Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.

12. AGENT AS BUYER

For the avoidance of doubt and notwithstanding DeWind's status as the agent of the Owners, nothing herein shall restrict DeWind from acting as the buyer of the Project under a Transaction during the Term, provided that each of the Minimum Transaction Conditions are satisfied.

[signature page follows]

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(B)

on the date first written above.

DeWind Co

By: [Signature] Robert Rugh, President

Glenmore Wind Farm, LLC

By: [Signature]

Urban Power, LLC, by its Member,
Robin Urban

By: [Signature]

Prelude LLC, by its Member,
Thomas Mattson

Urban Power, LLC

By: [Signature]

Robin Urban, its member

Prelude LLC

By: [Signature]

Thomas Mattson, its member

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge James V. Selna and the assigned discovery Magistrate Judge is Robert N. Block.

The case number on all documents filed with the Court should read as follows:

SACV12-392 JVS (RNBx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

- | | | |
|--|---|---|
| <input type="checkbox"/> Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012 | <input checked="" type="checkbox"/> Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4846 | <input type="checkbox"/> Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501 |
|--|---|---|

Failure to file at the proper location will result in your documents being returned to you.

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Name & Address:
Akash Gupta
DeWind Co.
3 Park Plaza Suite 1920
Irvine, CA 92614

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DEWIND CO.

CASE NUMBER

SACV12-00392 JVS (RNBx)

PLAINTIFF(S)

v.

GLENMORE WIND FARM, LLC; URBAN POWER,
LLC; PRELUDE, LLC; ROBIN JAY URBAN; AND
THOMAS MATSON

SUMMONS

DEFENDANT(S).

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Akash Gupta, whose address is 3 Park Plaza, Suite 1920 Irvine, CA 92614. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court



Dated: March 7 8 2012

By: _____

(Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)).

CV-12-00392

SUMMONS

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UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

<p>I. PLAINTIFFS (Check box if you are representing yourself.) DEWIND CO.</p>	<p>DEFENDANTS OLENMORE WIND FARM, LLC; URBAN POWER, LLC; FREELIFE, LLC; ROBIN JAY URBAN AND THOMAS MATISON</p>																				
<p>(b) Attorney (Firm Name, Address and Telephone Number. If you are representing yourself, provide name.) Akonah Gupta (SB# 263392) DeWind Co. 3 Park Plaza, Suite 1920 Irvine, CA 92614 (949) 260-8491</p>	<p>Attorneys (If Known)</p>																				
<p>II. BASIS OF JURISDICTION (Place an X in one box only.)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant)</p> <table style="width:100%; border: none;"> <tr> <td style="border: none;">Plaintiff</td> <td style="border: none;">DEF</td> <td style="border: none;">Plaintiff</td> <td style="border: none;">DEF</td> </tr> <tr> <td style="border: none;"><input checked="" type="checkbox"/> 1</td> <td style="border: none;"><input type="checkbox"/> 1</td> <td style="border: none;"><input type="checkbox"/> 4</td> <td style="border: none;"><input type="checkbox"/> 4</td> </tr> <tr> <td style="border: none;">Incorporated or Principal Place of Business in this State</td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none;"><input type="checkbox"/> 5</td> <td style="border: none;"><input type="checkbox"/> 5</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 3</td> <td style="border: none;"><input checked="" type="checkbox"/> 3</td> <td style="border: none;"><input type="checkbox"/> 6</td> <td style="border: none;"><input type="checkbox"/> 6</td> </tr> <tr> <td style="border: none;">Citizen of this State</td> <td style="border: none;">Citizen of Another State</td> <td style="border: none;">Foreign Nation</td> <td style="border: none;">Foreign Nation</td> </tr> </table>	Plaintiff	DEF	Plaintiff	DEF	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Incorporated or Principal Place of Business in this State	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6	Citizen of this State	Citizen of Another State	Foreign Nation	Foreign Nation
Plaintiff	DEF	Plaintiff	DEF																		
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Incorporated or Principal Place of Business in this State	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																		
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Citizen of this State	Citizen of Another State	Foreign Nation	Foreign Nation																		
<p>IV. ORIGIN (Place an X in one box only.)</p> <p><input checked="" type="checkbox"/> 1 Original <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge</p>																					
<p>V. REQUESTED IN COMPLAINT: JURY DEMAND? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check "Yes" only if demanded in complaint)</p> <p>CLASS ACTION under F.R.C.P. 23: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No \$ MONEY DEMANDED IN COMPLAINT: \$ 250,000</p>																					
<p>VI. CAUSE OF ACTION (Cite the U.S. Civil statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) 28 U.S.C. § 1332</p>																					
<p>VII. NATURE OF SUIT (Place an X in one box only.)</p> <table style="width:100%; border: none;"> <tr> <td style="border: none; vertical-align: top;"> <p>1. 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FOR OFFICE USE ONLY: Case Number: SACV12-00392-JVS (RNB)

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

CV-71 (05/08) CIVIL COVER SHEET Page 1 of 2

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UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or stayed? No Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar question of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c who is present

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District, California County outside of this District State if other than California, or Foreign Country, in which EACH named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to Item (b).

County in this District*	California County outside of this District State, if other than California, or Foreign Country
Plaintiff resides in Orange County, California	

(b) List the County in this District, California County outside of this District State if other than California, or Foreign Country, in which EACH named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to Item (c).

County in this District*	California County outside of this District State, if other than California, or Foreign Country
	Donnata Wind Farm, LLC (Door County, Wisconsin) Urban Power, LLC (Door County, Wisconsin) Prelude, LLC (Brown County, Wisconsin) Robin Jay Urban (Door County, Wisconsin) Thomas Mattson (Brown County, Wisconsin)

(c) List the County in this District, California County outside of this District State if other than California, or Foreign Country, in which EACH claim arose.
 Note: In land condemnation cases, use the location of the tract of land involved.

County in this District*	California County outside of this District State, if other than California, or Foreign Country
Orange County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties
 Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO SE): _____ Date 3/12/2012

Notice to Courts/Parties: This CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 to be filed but is used by the Clerk of the Court for the purpose of statistics, records and indexing the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Name of Stat. Code	Abbreviation	Substantive Statement of Cause of Action
361	IHA	All claims for health insurance benefits (disability) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for reimbursement as providers of services under the program. (42 U.S.C. 1395ff(b))
362	BL	All claims for "Black Lung" benefits under Title 4, Part D, of the Federal Coal Mine Health and Safety Act of 1959. (30 U.S.C. 923)
363	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
364	DIWV	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(e))
365	SEIO	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
366	REI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))