

STATE OF WISCONSIN      CIRCUIT  
COURT      GREEN COUNTY

BADGER RIDGE HOME OWNERS  
ASSOC., INC.  
c/o Daniel Seymour  
N9203 Cardinal Crest Lane  
New Glarus, WI 53574

GUNTER LIVING TRUST DATED  
SEPTEMBER 19, 2003  
c/o Randel H. Gunter  
9191 Cardinal Crest Lane  
New Glarus, WI 53574

CARL ATWELL  
N9142 Cardinal Crest Lane  
New Glarus, WI 53574

TRACY ATWELL  
N9142 Cardinal Crest Lane  
New Glarus, WI 53574

JENNIFER DALRING  
N9138 Cardinal Crest Lane  
New Glarus, WI 53574

THOMAS WEAVER  
N9283 Cardinal Crest Lane  
New Glarus, WI 53574

LORI WEAVER  
N9283 Cardinal Crest Lane  
New Glarus, WI 53574

CHRISTINE JAMES  
N9171 Cardinal Crest Lane  
New Glarus, WI 53574

BRIAN JAMES  
N9171 Cardinal Crest Lane  
New Glarus, WI 53574

Plaintiffs,

v.

BADGER RIDGE LLC

Case Code: 30405

c/o Steve Forrer  
N9252 Argue Road  
New Glarus, WI 53574,  
SCHRECKHORN RIDGE LLC  
c/o Steve Forrer  
N9252 Argue Road  
New Glarus, WI 53574,

Defendants.

## SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is: **Clerk of Circuit Court, Green County Courthouse, located at 2841 6<sup>th</sup> Street, Monroe, WI 53566**, and to Plaintiffs' attorney, whose address is: **30 W. Mifflin Street, Suite 1001, Madison, WI 53703**. You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (45) days, the Court may grant a judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

If you require assistance or auxiliary aids or services because of a disability, call **608-3282-9397** and ask for the Court ADA Coordinator.

Dated this 28<sup>th</sup> day of January, 2022.

TROST LLC

*Electronically signed by Kevin D. Trost*  
Kevin D. Trost, State Bar No. 1028231  
Attorneys for Plaintiffs

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COMPLAINT

NOW COME, Plaintiffs, Badger Ridge Home Owners Assoc., Inc., Gunter Living Trust Dated September 19, 2003, Carl and Tracy Atwell, Jennifer Dalsing, Thomas and Lori Weaver, and Brian and Christine James, by and through their legal counsel, Trost, LLC, and for their Complaint against the Defendants state and allege as follows:

OVERVIEW

- This legal action concerns the platted residential development titled Ridgeview Farms I. This development of twenty residential home sites contains several large outlots of planned conservancy and income producing agricultural land. Various agreements and pledges were made by the developer not to sub-divide or further develop these outlots, and to transfer the outlots to the home owners association upon the sale of the twenty lots. The developer and/or its presumed assign or successor now seek to develop new residential home sites in the outlots in contravention of the prior agreements and promises to the owners of plats within Ridgeview Farms I.

PARTIES

- Badger Ridge Home Owners Assoc., Inc. (“Badger Ridge HOA”) is a corporation organized under the laws of the State of Wisconsin and has designated Attorney Daniel Seymour, N9203 Cardinal Crest Lane, New Glarus, Wisconsin, as its registered agent. Badger Ridge HOA is the home owners association representing the interests of the private purchasers of property within the Ridgeview Farms I development.
- Gunter Living Trust Dated September 19, 2003 (“Gunter Trust”), is a trust organized under the laws of the State of Wisconsin and has designated Randel H. Gunter as a trustee. At all times material hereto, Gunter Trust is the owner of Lot 16 (N9191 Cardinal Crest Lane) of the Ridgeview Farms I subdivision.
- Carl and Tracy Atwell are adult residents of Wisconsin, currently residing at 1928 Tyrol Terrace, Mt. Horeb, Wisconsin. They are the owners of N9142 Cardinal Crest Lane, New Glarus, Wisconsin.
- Jennifer Dalsing is an adult resident of Green County, Wisconsin, residing at N9138 Cardinal Crest Lane, New Glarus, Wisconsin.
- Thomas and Lori Weaver are adult residents of Green County, Wisconsin, residing at N9283 Cardinal Crest Lane, New Glarus, Wisconsin.
- Brian and Christine James are adult residents of Green County, Wisconsin, residing at

N9171 Cardinal Crest Lane, New Glarus, Wisconsin.

- Badger Ridge LLC (“Badger Ridge”) is a limited liability company organized and existing under the laws of the State of Wisconsin. Upon information and belief, Steve Forrer, N9252 Argue Rd., New Glarus, Wisconsin, is the principal of Badger Ridge, succeeding the interests of Attorney Gordon Ladwig. At all times material hereto, Badger Ridge has been the developer of the Ridgeview Farms I development.
- Schreckhorn Ridge LLC (“Schreckhorn”) is a limited liability company organized and existing under the laws of the State of Wisconsin. It has designated Steve Forrer, N9252 Argue Rd., New Glarus, Wisconsin, as its registered agent. Upon information and belief, Schreckhorn is the assignee of the interests of Badger Ridge.

#### JURISDICTION AND VENUE

- The Green County Circuit Court has jurisdiction over this matter pursuant to Wis. Stat. 801.05
- Venue is proper in Green County pursuant to Wis. Stat. § 801.50.

#### BACKGROUND

- Shortly after the turn of the century, a partnership of Gordie and Mary Ladwig and Don and Rosemary Zellmer founded Badger Ridge and began development of Ridgeview Farms I (also known as Badger Ridge).
- The platted design of the development included twenty residential home sites and incorporated large outlots of conservancy and income producing agricultural land. A plat of Ridgeview Farms I is attached hereto as Exhibit A.
- These latter conservancy and agricultural outlots were marketed by Badger Ridge to potential purchasers of the residential lots over the years as land that would not be developed so that the area would retain a country and rural aesthetic.
- Badger Ridge pledged that, upon the sale of all of the residential lots, title and control of the outlots would be transferred from Badger Ridge or its assignee to the homeowners’ association, Badger Ridge HOA. The HOA would thereafter benefit from the income producing agricultural activities occurring on one of the outlots and lower or eliminate any association fees.
- On various occasions, the above-described promises were incorporated into executed purchase agreements for the sale of residential lots.
- For example, on or about February 25, 2005, Badger Ridge executed a Counteroffer in the sale of Lot 16 to the Gunter Trust. A true and correct copy of the executed Counteroffer is attached hereto as Exhibit B. In pertinent part, the Counteroffer states, “To ease the Buyers’ concerns regarding the use of these two outlots, Owners will agree not to construct any buildings on Outlots 2 and 5 without first obtaining the Buyers’ written approval.”
- For example, in 2006, Badger Ridge caused to be recorded a Declaration of Covenants and Restrictions (“Declaration”) agreeing that it would not construct any structure on Outlot 5 without first seeking and receiving written authorization from the title holders of Lot 12 of Ridgeview Farms I. Badger Ridge agreed this restriction would run with the land of Lot 12. A true and correct copy of this Declaration is attached hereto as Exhibit C.
- For example, on March 8, 2008, Badger Ridge emailed a prospective purchaser (now owner) of a lot in Ridgeview Farms I pledging that “there are 75-80 additional acres which are set aside as a preserve. This additional land can be used by the residents to walk dogs, just walk, view nature etc. but cannot be built on.” A true and correct copy of this email is attached hereto as Exhibit D.

- For example, in 2020, Badger Ridge caused to be published on the MLS, and re-published on real estate sales websites such as Zillow, the enticing promise that purchasers of lots in Ridgeview Farms I would benefit from “75 acres dedicated to the Badger Ridge Subdivision for your very own use of nature trails through Prairies and woods with income property.” A true and correct copy of the listing appearing on the Zillow website is attached hereto as Exhibit E.
- The 75 acres referenced in the sales promotion regards the acreage of the outlots.
- On December 21, 2021, Schreckhorn, as the presumed assignee of Badger Ridge, sought approval from the Town of Exeter Plan Commission to develop a buildable residential lot from the land of Outlot 5 of Ridgeview Farms I.
- To date, the Town Board of Exeter has taken no action on Schreckhorn’s request.
- Schreckhorn is seeking approval from the Town of Exeter Plan Commission at its February 15, 2022, meeting to develop four buildable residential lots from the land of Outlot 2 of Ridgeview Farms I.
- As of January 2022, all but one of the original residential lots offered for sale has been sold.
- Upon information and belief, Badger Ridge is not currently offering the last of the original lots for sale.

#### FIRST CLAIM – BREACH OF CONTRACT

- The Plaintiffs incorporate and restate the allegations of all preceding paragraphs of this Complaint.
- The actions of Badger Ridge and Schreckhorn are in breach of its prior written agreements and binding promises not to develop the outlots into additional buildable home sites.
- The actions of Defendants are a direct and proximate cause of damages to Badger Ridge HOA, which is a designated beneficiary of the prior agreements and binding promises, and the Gunter Trust.

#### SECOND CLAIM – ESTOPPEL

- The Plaintiffs incorporate and restate the allegations of all preceding paragraphs of this Complaint.
- The Gunter Trust as well as individual members of the Badger Ridge HOA purchased lots in Ridgeview Farms I in reasonable reliance upon the written agreements and/or binding promises of Badger Ridge that the outlots would not be developed into additional buildable lots.
- The actions of Badger Ridge and Schreckhorn to develop the outlots is inequitable and the cause of damage to the Plaintiffs who relied upon agreements and promises of Badger Ridge.

#### THIRD CLAIM – VIOLATION OF WIS. STAT. § 100.18

- The Plaintiffs incorporate and restate the allegations of all preceding paragraphs of this Complaint.
- The representations contained in the MLS listing and marketing materials, and orally represented to prospective purchasers, including many of the Plaintiffs, were untrue, deceptive, or misleading and were made to them as members of the public with an intent to induce them to enter into a contract for the purchase of a lot in Ridgeview Farms I. These misrepresentations included statements assuring prospective purchasers that the outlots were conservancy areas and would not be developed.

- At the time the Plaintiffs made their offers to purchase lots in Ridgeview Farms I, they had no existing business or personal relationship with Badger Ridge or Schreckhorn.
- As a result of the untrue, deceptive, or misleading statements of Badger Ridge and Schreckhorn, the Plaintiffs have sustained pecuniary losses and will sustain additional pecuniary losses if development of the outlots proceeds.

#### FOURTH CLAIM – INTENTIONAL MISREPRESENTATION

- The Plaintiffs incorporate and restate the allegations of all preceding paragraphs of this Complaint.
- Badger Ridge and Schreckhorn made the misrepresentations with respect to the outlots never being developed knowing such representations were untrue and made them recklessly without caring whether they were true or untrue.
- Badger Ridge and Schreckhorn made further misrepresentations with respect to the transfer of the outlots to Badger Ridge HOA because, upon information and belief, Badger Ridge and Schreckhorn have no intent or plan to sell the final unsold lot to trigger the transfer of the outlots to the homeowners association.
- The misrepresentations were made with the intent to deceive and induce various Plaintiffs to act upon them and purchase a lot in Ridgeview Farms I.
- The non-company Plaintiffs believed such misrepresentations to be true and justifiably relied upon them to their detriment.

#### FIFTH CLAIM – STRICT LIABILITY MISREPRESENTATION

- The Plaintiffs incorporate and restate the allegations of all preceding paragraphs of this Complaint.
- The representations contained in the MLS list, marketing materials, and in oral representations by Steve Forrer were based upon facts within the knowledge of Badger Ridge, Schreckhorn, and their principal Steve Forrer, or under circumstances where they should have known the truth or untruth of the representations.
- Said representations were untrue including, but not limited to, representations that the outlots would remain undeveloped with no building taking place on the outlots, and that the outlots would be transferred to Badger Ridge HOA upon the sale of the original twenty lots of Ridgeview Farms I.
- Badger Ridge, Schreckhorn, and their principal Steve Forrer, had an economic interest in the sale of lots of Ridgeview Farms I.
- The Plaintiffs, with the exception of Badger Ridge HOA, believed the representations to be true and relied upon them to their detriment incurring actual and consequential damages.

#### SIXTH CLAIM – INJUNCTION

- The Plaintiffs incorporate and restate the allegations of all preceding paragraphs of this Complaint.
- Each of the plaintiffs will be irreparably harmed and have no adequate remedy at law if Badger Ridge or Schreckhorn receives municipal approval to develop buildable residential lots out of the outlots of Ridgeview Farms I, lessening or eliminating the conservancy and income producing agricultural areas.
- Accordingly, the Plaintiffs are entitled to a temporary restraining order pursuant to Wis. Stat. § 813.02 and permanent injunctive relief enjoining Defendants from proceeding to obtain municipal approval to develop the outlots of Ridgeview Farms I or otherwise develop the outlots.

WHEREFORE, Plaintiffs request the Court grant judgment in their favor and award temporary

and permanent injunctive relief prohibiting development of the outlots of Ridgeview Farms I in a manner inconsistent with the prior written agreements and oral promises of Badger Ridge, requiring Defendants to offer the final unsold lot for sale at market value, plus damages, fees, and costs, as have arisen from the wrongful actions of the Defendants, and such other relief as is just and equitable.

Dated this 28th day of January, 2022.

TROST, LLC

*Electronically signed by Kevin D. Trost*

Kevin D. Trost, State Bar No. 1028231

Attorneys for Plaintiffs

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