



UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA

Case No. _____ -

brian william: wallace;

Plaintiff (s)

vs.

Kousay Sam Askar; personally and severally;

The Seminole Tribe of Florida, dba Askar Oil;

Evans Energy Partners LLC, dba Askar Oil;

Jane and John Does, 1 - 100;

Defendant(s).

_____ /

2: 14-C-v-150-FTM-29DNF

JOHN E. STEEL
DOUGLAS N. FRANZ
U.S. MAGISTRATE JUDGE
CLERK, U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FT. MEANS, FLORIDA
14 MAR 17 PM 12:48

FILED

CLAIM

PARTIES

1. Plaintiff, Brian William, a man, which is a non resident national, political status under the laws of the United States and State of Florida.
2. Defendant, Kousay Sam Askar, an individual and a citizen of the United States, may be served with process at 3170 South Horseshoe Drive, Naples Florida.
3. Defendant, the Seminole Tribe of Florida, Inc, is a Florida, corporation that is incorporated under the laws of the State of Florida. Defendant has its principal place of business in the State of Florida. Defendant may be served with process at 6300 Stirling Road, # 325, Hollywood, Florida.
4. Defendant, Evans Energy Partners LLC, dba Askar Oil; is a Delaware, foreign limited liability corporation that is incorporated under the laws of the State of Florida. Defendant has its principal place of business in the State of Florida. Defendant

VENUE

6. Venue is proper in this district under 28 U.S.C. §1391(g) because a substantial part of the accident giving rise to the claim occurred in this district. All of the claimed events occurred in the Naples, Florida area, principal place of business at 3170 South Horseshoe Drive, Naples, Florida.
7. Venue is proper in this district under 28 U.S.C. §1408 because debtor's principal place of business has been in this district for at least 180 days before the suit was filed.

CONDITIONS PRECEDENT

8. All conditions precedent have been performed or have occurred, Fraud, in alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake. Malice, intent, knowledge, and other conditions of a person's mind may be alleged generally, as required by See Fed. R. Civ. P. 9(b).

FRAUD

9. On the twenty-sixth day of October, 2013, plaintiff and defendant executed an oral contract.
10. On the twenty-sixth day of October, 2013, defendant made a orally, false statement of material facts to plaintiff stating defendant would reimburse plaintiff, 500.00 USD a month to be used at plaintiff's discretion for sales expenses and meals, to be paid by the fifth of the following month and was offered 10% of gross profit from fuel contracts, to be paid by the fifth of the following month, perpetual; see unrebutted affidavit, attached as Exhibit A.
11. Defendant knew the statement " Sam Askar would reimburse plaintiff, 500.00 USD a month to be used at plaintiff's discretion for sales expenses and meals, to be paid by the fifth of the following month and was offered 10% of gross profit from fuel contracts, to be paid by the fifth of the following month, perpetual; was false at the time defendant made it on the twenty-

13. Plaintiff justified and reasonably relied on the statement " Sam Askar would reimburse plaintiff, 500.00 USD a month to be used at plaintiff's discretion for sales expenses and meals, to be paid by the fifth of the following month and was offered 10% of gross profit from fuel contracts, to be paid by the fifth of the following month, perpetual; at the time defendant made it on the twenty-sixth day of October, 2013; and acted upon it.

14. Plaintiff suffered damages monetarily, physically, and mentally by relying on the false statement " Sam Askar would reimburse plaintiff, 500.00 USD a month to be used at plaintiff's discretion for sales expenses and meals, to be paid by the fifth of the following month and was offered 10% of gross profit from fuel contracts, to be paid by the fifth of the following month, perpetual; at the time defendant made it on the twenty-sixth day of October, 2013;

See exhibit A

DAMAGES

15. As a direct and proximate result of defendant's fraud, plaintiff suffered the following damages:

- a. The amount that remains due to plaintiff under the terms of the contract.
- b. Reasonable expenses in reliance on defendant's performance of the contract.
- c. Actual, compensatory, and punitive damages.

CONSTRUCTIVE FRAUD

16. On the twenty-sixth day of October, 2013, plaintiff through no fault of his own reposed trust in the defendant(s) for false statement of material fact made by defendant.

See Exhibit A.

17. Defendant(s) abused the trust, imputed, implied, and or actual, based on misrepresentation and concealment in equity, obtaining unjust enrichment from plaintiff's injury.

DAMAGES

18. As a direct and proximate result of defendant's constructive fraud plaintiff suffered the following damages:

- a. The amount that remains due to plaintiff under the terms of the contract.

DAMAGES

22. As a direct and proximate result of defendant's negligence plaintiff

suffered the following damages:

- a. The amount that remains due to plaintiff under the terms of the contract.
- b. Reasonable expenses in reliance on defendant's performance of the contract.
- c. Actual, compensatory, and punitive damages.

CONSPIRACY

23. Defendant(s) maliciously and knowingly commission a lawful act by unlawful means through the combined effort of more than one actor.

24. Defendant(s) acts are forbidden by civil and criminal law.

25. Each conspiratorial act advanced and supported the goal of the defendant(s).

26. The overt act of each conspirator caused damage to the plaintiff resulting directly from the conspiracy.

DAMAGES

27. As a direct and proximate result of defendant's Conspiracy plaintiff

suffered the following damages:

- a. The amount that remains due to plaintiff under the terms of the contract.
- b. Reasonable expenses in reliance on defendant's performance of the contract.

BREACH OF CONTRACT

28. On the 26th day of October, 2013, plaintiff and defendant executed a oral contract. An explanation of the contract is declared in an unrebutted affidavit, attached as Exhibit A. The contract provided that plaintiff would procure customers for the fleet island for Askar Oil and defendant would reimburse Plaintiff, 500.00 USD a month to be used at Plaintiff's discretion for sales expenses and meals, to be paid by the fifth of the following month and

DAMAGES

30. As a direct and proximate result of defendant's breach, plaintiff suffered the following damages:

- a. The amount that remains due to plaintiff under the terms of the contract.
- b. Reasonable expenses in reliance on defendant's performance of the contract.
- c. Actual, compensatory, and punitive damages.

INTENTIONAL IFFLICTION OF EMOTIONAL DISTRESS

31. Plaintiff suffered severe emotional distress as a result of Defendant(s) actions.

32. Defendant(s) actions were intended to cause plaintiff emotional distress.

33. Defendant knew with substantial certainty that plaintiff would suffer emotional distress as a result of defendant(s) extreme and outrageous actions.

34. Defendant(s) acted in a deliberate disregard with a high probability that plaintiff would suffer emotional distress.

35. As a result of defendant(s) actions plaintiff suffered physical injury and underwent mental suffering.

DAMAGES

36. As a direct and proximate result of defendant's breach, plaintiff suffered the following damages:

- a. The amount that remains due to plaintiff under the terms of the contract.
- b. Reasonable expenses in reliance on defendant's performance of the contract.
- c. Actual, compensatory, and punitive damages.

SUMMARY

37. For these reasons, plaintiff request judgment against defendant(s) for the following:

- a. \$\$ 20,000 USD for damages resulting from defendant's breach.

Commercial Affidavit Oath and Verification

"I, a man commonly known as brian william: wallace, on my own unlimited commercial liability, certify that I have read the above claim and do know that the facts contained are true, correct and complete, not misleading, the truth, the whole truth and nothing but the truth."

Signed and sealed this 10th day of March,
20 14.C.E.

All rights reserved.

By: brian

SEAL



FILED

14 MAR 17 PM 12:48

CLERK, U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FT. MYERS, FLORIDA

Sent Certified Mail #

Affiant:

Brian Edmond: Bath,
C/o 2614 Tamiami Trail North, # 633
Naples Florida
34103

Respondents:

Sam Askar
2525 Telegraph Road
Suite 304
Bloomfield Hills Michigan
48302

Seminole Tribe of Florida
6300 Stirling Road, # 325
Hollywood Florida
33024

Reference # Brian Wallace Sales Contractor dispute,

AFFIDAVIT

A verified plain statement of facts

Notice to agent is notice to principal, notice to principal is notice to agent

For purposes of this affidavit and attached process, if any, the term "Askar Oil Company" means the corporation, and all agents, employees, subdivisions and representatives thereof, without any implied submission to the Askar Oil Company or such private corporate "statutes."

For purposes of this affidavit and attached process, if any, the term "Seminole Tribe of Florida" means the corporation, and all agents, employees, subdivisions and representatives thereof, without any implied submission to the Seminole Tribe of Florida" or such private corporate "statutes."

Comes now, Brian William: Wallace, your Affiant, being competent to testify and being over the age of 21 years of age, after first being duly sworn according to law to tell the truth to the facts related herein states that he has firsthand knowledge of the facts stated herein and believes these facts to be true to the best of his knowledge, and not intended to mislead.

1. The Affiant was contracted for sales services by Sam Askar, representing Askar Oil, on or about October 26, 2013.
2. The Affiant on or about October 26, 2013, was offered 500.00 USD a month to be used at affiant discretion, by Sam Askar for sales expenses and meals, to be paid by the fifth of the following month.
3. The Affiant on or about October 26, 2013, was offered 10% of gross profit from fuel contracts, by Sam Askar, representing Askar Oil, to be paid by the fifth of the following month, perpetual.
4. The Affiant on or about October 26, 2013 accepted these terms stated by Sam Askar, representing Askar Oil.
5. The Affiant on or about November 29, 2013 presented expense invoices # 012022013, to Rick Wiggins for payment.
6. The Affiant on or about December 18, 2013 presented expense invoices # 012022013, and # 012182013 to Sam Askar, in person for payment.
7. The Affiant on or about December 18, 2013 emailed expense invoices # 012022013, and # 012182013 to Sam Askar, for payment.
8. The Affiant on or about December 18, 2013 presented expense invoice # 012022013, and # 012182013 to Sam Askar, for payment, Sam Askar told Affiant "these two invoices will be paid immediately, nothing else was said about these expense invoices.
9. The Affiant on or about January 02, 2014, after numerous attempts to be compensated, emailed Sam Askar and Rich Locker requesting expense invoices # 012022013, and # 012182013 be paid, no valid response or action from either party was received by Affiant.
10. The Affiant on or about January 20, 2014, again emailed, Sam Askar and Rich Locker requesting expense invoices # 012022013, and # 012182013 be paid, no valid response or action from either party was received by Affiant.
11. The Affiant, as a result of Sam Askar's negligent actions is suffering from severe emotional distress.
12. The Affiant witnessed intent to cause emotional distress by Sam Askar.
13. The Respondent knew with substantial certainty and acted in a deliberate manner with disregard to Affiant.
14. The Affiant witnessed Sam Askar fail to act as a "reasonable person" in his business relationship representing Askar Oil in the course of Affiant's independent contractor relationship.
15. As of February 3, 2014, the Affiant has produced over 20 signed contracts for Askar Oil.
16. As of January 31, 2014, the Affiant has not received any compensation from the Respondents, the Respondent's predecessors or any agent, officer or employee within Askar Oil Company and or Askar Oil Inc.

- 17. The Respondents are liable for Brian William: Wallace's expense reports and signed fuel contracts.
- 18. The Respondents are member and or representing of a Florida Corporation and therefore the Respondents are bound by Florida laws, statutes, rules or codes.
- 19. Respondent's failure to provide the Affiant with a verified rebuttal to this affidavit point-by-point no later than ten (10) days from the date of issuance, or request additional time to comply, will comprise Respondent's agreement with and confession of all facts herein, in perpetuity, the said confession being *res judicata* and *stare decisis*.
- 20. All words herein are as Affiant defines them.

Commercial Affidavit Oath and Verification

"I, a man commonly known as Brian William: Wallace (Affiant), on my own unlimited commercial liability, certify that I have read the above affidavit and do know that the facts contained are true, correct and complete, not misleading, the truth, the whole truth and nothing but the truth."

Signed and sealed this 4 day of February,
20 14.

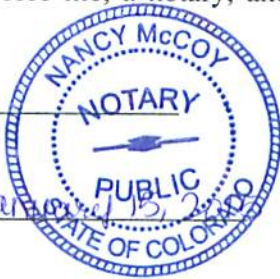
All rights reserved.

By: BW (Affiant)
Brian William: Wallace

NOTARY

On the 4th day of February, 2014 A.D., a man who identified himself as Brian William Wallace appeared before me, a notary, and attested to the truth of this affidavit with his signature.

Nancy E. McCoy
Notary



My Commission Expires January 13, 2016

SEAL



NOTARY'S CERTIFICATE OF SERVICES

The services in this matter are done on behalf of Brian William: Wallace.

It is hereby certified that on this 4 day of February 2014, I, Brian William: Wallace, authorize the undersigned Notary Public to Mail these Documents to:

Seminole Tribe of Florida
6300 Stirling Road, # 325
Hollywood Florida
33024

Hereinafter, "Recipient", the documents and sundry papers which include the following:

1. Copy of Notice of Pending Lawsuit
2. "Copy of Brian William: Wallace Affidavit for Damages
3. Copy of Certificate

7011 2000 0001 2337 2694

By certified mail number, _____ -

Notary Public, by placing the same in postpaid envelope, properly addressed to Recipient at the said address and depositing the same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of Colorado.

Notary Public Signature as Witness to Documents: _____

I, Brian William: Wallace, certify that these Documents have been witnessed on this 4 day of February, 2014, and all the Documents being sent out are true and correct to the best of my knowledge.

Signature BW Date: 2.4.2014
Brian William: Wallace

State of Colorado)
) ss
County of Arapahoe)

Subscribed and sworn to (or affirmed) before me on this 4th day of February, 2014 by Brian William: Wallace, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)
Nancy M. McCoy
Witness: Notary Public





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From Brian Wallace
c/o 5994 S. Holly St.
PMB 244
Greenwood Village, Colorado

TO U.S. Courthouse
Attn: Clerk of Courts
c/o 2110 First Street
Ft. Myers, Florida 33901

Label 228, January 2008



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