

# **EXHIBIT A**

THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

MIDSTATES, INC. d/b/a  
MIDSTATES GROUP,

Plaintiff,

v.

SOLUTIONS FROM SCIENCE, INC.; and,  
MATTHEW J. HEID,

Defendants.

No.

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Midstates, Inc. d/b/a Midstates Group, by its attorneys, Potratz and Associates, P.C., complains of defendants Solutions From Science, Inc. ("Solutions From Science"); and, Matthew J. Heid ("Heid"), and states as follows:

Jurisdiction And Venue

1. Jurisdiction for plaintiff's federal claim is based upon 28 U.S.C. §1332.
2. The matter in controversy exceeds the sum of \$75,000.00, and is between citizens of different states.
3. Venue is proper in this court pursuant to 28 U.S.C. §1391(b)(2) and §1391(d).

Count I

(Breach of Contract vs. Solutions From Science, Inc.)

1. Plaintiff Midstates, Inc. d/b/a Midstates Group ("Midstates") is a South Dakota corporation and, at all times relevant hereto, was engaged in business as a print, marketing, and media service company.

2. Midstates Group is comprised of multiple companies, including Midstates, Inc., Jacob North Print & Media Solutions ("Jacob North"), and other companies engaged in business as print, marketing, and media service companies. Midstates and Jacob North have the same owners, officers, and principal place of business.

3. At all times relevant hereto, defendant Solutions From Science was an Illinois corporation.

4. At all times relevant hereto, defendant Matthew J. Heid was an Illinois resident and the controller for Solutions From Science.

5. In 2013, and in years subsequent thereto, Solutions From Science retained the print, marketing, and media services of Midstates, Inc. and Jacob North of Midstates Group to provide printing, marketing, media and other services.

6. On or about December 12, 2013, Solutions From Science, by its authorized representative, applied for credit with Jacob North, a sister company of Midstates, Inc. A copy of the "Application For Credit" is attached as Exhibit A.

7. Jacob North, and subsequently Midstates, relied upon the Application For Credit and the terms, conditions, and guarantees stated therein, in entering into a business relationship with Solutions From Science.

8. From 2013 through 2016, Solutions From Science retained Jacob North and Midstates for multiple jobs during their ongoing business relationship.

9. In early 2016, Solutions From Science retained Midstates to produce, provide, and deliver certain print and marketing products to and for Solutions From Science. Specifically, Solutions From Science placed an order with Midstates under job number MP58568 for the production, printing, binding, marketing, and mailing of a digest-size publication described as

"Solutions From Science Digest - Fourth Edition." This job is hereafter referred to as the "Digest job." A copy of the front cover, table of contents, and back cover of the Digest are attached as Exhibit B.

10. Midstates - at the direction of Solutions From Science - mailed and distributed the Digest to hundreds of Illinois residents in counties located in the Eastern Division.

11. Midstates performed each and every condition of the contract and agreement with regard to the Digest job.

12. Midstates performed its duties and obligations under the terms and specifications of the contract and agreement with regard to the Digest job.

13. Midstates has made demands upon Solutions From Science for payment of the outstanding balance of \$83,515.79.

14. Solutions From Science has refused and continues to refuse to make payment.

15. Solutions From Science has breached the contract and agreement by failing to pay the balance due for said products and services with regard to the Digest job.

WHEREFORE, plaintiff Midstates, Inc. d/b/a Midstates Group prays that this Court enter judgment against defendant Solutions From Science, Inc. in the amount of \$83,515.79, plus attorney's fees, costs, and interest as allowed by contract and statute, and for such other relief as this Court deems just.

Count II  
(Breach of Personal Guarantee vs. Matthew J. Heid)

1-12. Plaintiff Midstates realleges Paragraphs 1-12, inclusive, of Count I as Paragraphs 1-12, inclusive, of Count II.

13. On or about December 12, 2013, defendant Heid signed the "Application For Credit" (Exhibit A) whereby Heid agreed to the following:

AUTHORIZED SIGNATURE ATTESTS TO APPLICANT'S FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES ACCORDING TO OUR TERMS. I understand that all invoices are due and payable in full as stipulated on the invoice. Any unpaid amount that becomes past due, shall be subject to a 1-1/2% service charge, per month. In addition, the undersigned hereby personally guarantees payment of all obligations, including interest charges, collection fees, court costs, and attorney's fees, if the credit account to which this application applies becomes past due.

I (we) certify that the above information is true and correct and that I (we) are authorized to act on behalf of the applicant .

14. Heid and Solutions From Science intended to induce Jacob North to rely upon the Application For Credit in extending credit to defendants prior to providing print, marketing and media services for and on behalf of the defendants.

15. At all times relevant hereto, and during the ongoing business relationship with Jacob North and Midstates, Heid and Solutions From Science had knowledge of and were aware of the common relationship of Jacob North and Midstates.

16. Jacob North, and subsequently Midstates, relied upon the Application For Credit, and the terms, conditions, and guarantees stated therein, in entering into a business relationship with Solutions From Science, and throughout the multiple jobs done for Solutions From Science.

17. Midstates has made demands upon Heid for payment of the outstanding balance of \$83,515.79.

18. Heid has refused and continues to refuse to make payment.

19. Heid has breached the personal guarantee stated in the Application For Credit by failing to pay the balance due for said products and services relating to the Digest job.

20. Pursuant to the Application For Credit, Heid agreed to pay a "1-1/2% service charge per month... interest charges, collection fees, court costs, and attorney's fees."

WHEREFORE, plaintiff Midstates, Inc. d/b/a Midstates Group prays that this Court enter judgment against defendant Matthew J. Heid in the amount of \$83,515.79, plus attorney's fees, costs, and interest as allowed by contract and statute, and for such other relief as this Court deems just.

DEMAND FOR JURY TRIAL

Midstates hereby demands trial by jury on all issues so triable.

Midstates, Inc. d/b/a Midstates Group,

By: William G. Potratz  
One Of Its Attorneys

William G. Potratz  
Potratz & Associates, P.C.  
30 N. LaSalle Street  
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Chicago, IL 60602  
312/364-9100  
312/364-0289 (Fax)  
ARDC No. 6181741  
File No. 010.16-0642  
potratz-law@potratz-law.com

# **EXHIBIT A**

3721 W Mathis St.  
 Lincoln, NE 68524-2080  
 (402) 470-5335



www.jacobnorth.com

**APPLICATION FOR CREDIT**

**COMPANY INFORMATION**

Company Name: Solutions From Science, Inc. Contact Name: Jared Brewer  
 Address: P.O. Box 518, 2200 IL RL 84 City: Thomson State: IL Zip: 61285  
 Phone #: (815) 259-0192 Cell Phone #: N/A Fax #: (815) 902-0170  
 Year Established: 2005 Est. Annual Sales: \$7,000,000 # Employees: 45  
 D&B No.: N/A FEDERAL ID #: 20-2984471  Corporation  Partnership  Individual  
 Email Address: accounting@solutionsfromscience.com Website: www.solutionsfromscience.com State of Incorporation: IL

**OWNER INFORMATION**

President's Name: William R. Heid Phone #: (815) 259-3852 SS #: 347-56-4564  
 Address: P.O. Box 488, 1394 1/2 Fairhaven Rd. City: Thomson State: IL Zip: 61285  
 Secretary's Name: Same as President Phone #: \_\_\_\_\_ SS #: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Treasurer's Name: Same as President Phone #: \_\_\_\_\_ SS #: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**BANK INFORMATION**

Bank: Community State Bank Account Rep: Don Beswick  
 Address: 1321 17th Street City: Fulton State: IL Zip: 61252  
 Phone: (815) 583-9090 Checking Account: Do Not Disclose Savings Account: Do Not Disclose

**TRADE REFERENCE EXTENDING COMPARABLE CREDIT**

Company Name: Finesy Plating Co. Phone #: (815) 626-2727  
 City: Storling State: IL Fax #: (815) 626-2728  
 Company Name: A.P. Whaley LLC Phone #: (808) 437-9081  
 City: Mount Pleasant State: WI Fax #: N/A  
 Company Name: Fastenal Company Phone #: (563) 242-3595  
 City: Winona State: MN Fax #: (563) 242-3596  
 Company Name: McKee & Son Lumber Co. Phone #: (815) 259-2155  
 City: Thomson State: IL Fax #: (815) 259-3225

AUTHORIZED SIGNATURE ATTESTS TO APPLICANT'S FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES ACCORDING TO OUR TERMS. I understand that all invoices are due and payable in full as stipulated on the invoice. Any unpaid amount that becomes past due, shall be subject to a 1-1/2% service charge, per month. In addition, the undersigned hereby personally guarantees payment of all obligations, including interest charges, collection fees, court costs, and attorney fees, if the credit account to which this application applies becomes past due.

I (we) certify that the above information is true and correct and that I (we) are authorized to act on behalf of the applicant.

Owner/Officer (signature) Matthew J. Heid Title: Controller  
 Printed Name: Matthew J. Heid Date: 12/11/13

**OFFICE USE ONLY**

Checked By: \_\_\_\_\_ Date: \_\_\_\_\_ Name: \_\_\_\_\_  
 Approved By: \_\_\_\_\_ Date: \_\_\_\_\_ Name: \_\_\_\_\_  
 Date Opened: \_\_\_\_\_ Credit Desired: \_\_\_\_\_ Credit Limit: \_\_\_\_\_  
 Profile Completed:  Yes  No Terms: \_\_\_\_\_ Process:  ASAP  with 1st Order  Investigate Only

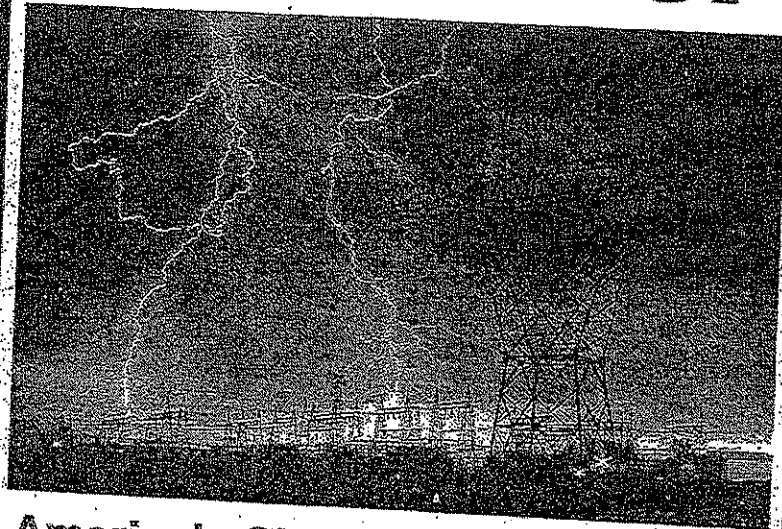
PLEASE FAX COMPLETED APPLICATION TO 402-470-2502.



# **EXHIBIT B**

*Are you prepared for...*

# **The End Of The Power Grid In 2016?**



**America's Chaotic 2016 Election Is  
Set To Create The Most Devastating  
Power Grid Crisis Our Country Has  
Ever Faced... And Why Obama's  
War On The Grid Will Continue  
No Matter Who Wins The Election**

*Details Inside...*

**FOURTH EDITION**

## TABLE OF CONTENTS

PAGE	TOPIC
7	<u>Could You Survive For A Few Days – Or Weeks – Without Electricity?</u>
11	<u>Why The U.S. Power Grid Is Vulnerable And Dangerously Outdated</u>
15	<u>New And More Dangerous Terrorist Attacks On The Power Grid</u>
19	<u>How A Multi-Year Blackout Could Be Highly Likely</u>
26	<u>How Riots And Social Anarchy Can Drive Power Grid Disruptions</u>
42	<u>What You Need To Know About Obama's Forced Electricity Rationing</u>
63	<u>Why Americans Aren't Prepared For The Coming "Carrington" Catastrophe</u>
66	<u>How America's Financial Collapse Will Take Down The Power Grid</u>
75	<u>How To Get The Heck Off The Grid – ASAP</u>
85	<u>The Rising Tide Of Power Outages Makes Very Little News So Far</u>
91	<u>How You Can Quickly Get Off The Grid For Very Little Money</u>

Published By: Solutions From Science, Inc.

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What you  
offensive to

Dear Fellow Pa  
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President  
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*Solutions From Science, Inc.*  
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Thomson, IL 61285

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**INSIDE:**

**Prolonged Grid  
Disruptions  
Should Be  
Something  
You're Prepared  
For Right Now!**

**6 Very Urgent  
Reasons Inside  
(page 3)**