



**COUNT I**  
**(Failure to Pay on Account)**

5. Plaintiff incorporates by reference all the foregoing allegations of Paragraphs 1 through 4 as if fully rewritten herein.

6. Plaintiff provided all the good and services ordered by Blue Well Logistics LLC. however the Defendant has failed to tender payment for said goods and services. A copy of the note is attached hereto as **Exhibit "A"**.

7. As a direct and proximate result of Defendant's failure to pay, Plaintiff has been damaged in the amount of \$51475.20, together with accrued interest.

**COUNT II**  
**(Breach of Guarantee)**

8. Plaintiff incorporates by reference all the foregoing allegations of Paragraphs 1 through 7 as if fully rewritten and restated herein.

9. As a Condition of granting credit terms to Blue Well Logistics LLC., Plaintiff requested and Defendant Abdikarin Ali entered into a personal guarantee contract, whereby Defendant Abdikarin Ali guaranteed payment. The Guarantee referenced is attached hereto as **Exhibit "B"**.

10. Defendant breached the guaranty by failing to make payment to Plaintiff for the amount due and owing.

11. As a direct and proximate result of Abdikarin Ali breach of the Guarantee, Plaintiff has incurred damages of \$51475.20, plus interest, together with costs incurred herein.

**COUNT III**  
**(Unjust Enrichment)**

12. Plaintiff incorporates by reference all the foregoing allegations of Paragraphs 1 through 11 as if fully rewritten herein.

13. Plaintiff conferred a benefit to both Defendants when it extended credit to Blue Well Logistics LLC., and upon information and belief said credit benefited Abdikarin Ali financial position.

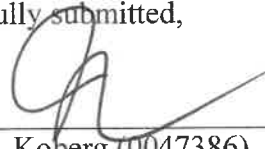
14. Defendants knowingly received a benefit when they received the good and services from Plaintiff.

15. Defendants unjustly retained the benefit of the loan proceeds by failing to pay the balance due.

16. As a direct and proximate result of Defendants' failure to pay the amount due, Plaintiff has been damaged in the amount of \$51475.20 plus accrued interest.

**WHEREFORE**, Plaintiff demands judgment against the Defendant Blue Well Logistics LLC. on the first, and third causes of action, in the amount of **\$51475.20**, plus interest at the rate of eight percent (8%) per annum from the date of judgment, and against Abdikarin Ali on the second and third causes of action, in the amount of **\$51475.20**, plus interest at the rate of eight percent (8%) per annum from the date of judgment, plus its costs incurred herein, and any further relief this Court deems just and equitable.

Respectfully submitted,



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Jeffrey L. Koberg (0047386)  
Law Offices of Timothy M. Sullivan  
18013 Cleveland Parkway Suite 180  
Cleveland Ohio 44135  
216-762-1700  
Email: jkoberg@tmslaw.net  
*Attorney for Plaintiff*


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DETROIT MI LOCATION  
38000 FORD ROAD  
WESTLAND, MI 48125

Address:

**CUSTOMER:**  
BLUE WELL LOGISTICS LLC  
5727 TAMARACK BLDG #G  
COLUMBUS OH 43227

**Guarantor/Owner:** Abdikarin Ali  
**Cell:** 614-592-2835

**ACCT # 18246**

Inv Date	Invoice	Invoice Total
07/22/24	50X27869	\$425.87
08/10/24	50L3872006	\$3,945.60
09/11/24	50L3872007	\$3,945.60
09/15/24	50FC1295	\$21.29
09/16/24	50M14684	\$1,752.60
09/16/24	50M14685	\$367.40
09/17/24	50X28182	\$1,013.73
09/17/24	50X28189	\$765.11
09/17/24	50M14686	\$1,235.00
10/11/24	50L3872008	\$105.50
10/11/24	50L3872009	\$3,507.20
10/15/24	50FC1335	\$218.57
10/15/24	50X28307	\$377.67
10/23/24	50M14949	\$50.00
11/03/24	50L3872010	\$839.85
11/03/24	50L3872011	\$797.90
11/03/24	50L3872012	\$143.65
11/03/24	50L3872013	\$546.20
11/05/24	50M15080	\$80.54
11/11/24	50L3872014	\$1,753.60
11/12/24	50M15156	\$1,025.00
11/12/24	50M15174	\$1,345.00
11/15/24	50FC1371	\$672.55
11/15/24	50X28507	\$1,583.66
11/18/24	50M15188	\$1,485.00

*Sent  
to Room  
12/2/24*

EXHIBIT

*A*

11/18/24 50X28454	\$3,100.70
11/18/24 apply 06/12/24 DEPOSIT	(\$500.00)
11/18/24 apply 05/09/24 DEPOSIT	(\$1,500.00)
11/20/24 50L3872015	\$183.35
11/20/24 50L3872016	\$946.15
11/20/24 50L3872017	\$425.80
11/21/24 50L3872018	(\$305.20)
11/22/24 50X28544	\$621.12
11/22/24 50X28545	\$490.97
11/22/24 50X28547	\$3,362.55
11/22/24 50X28548	\$16,645.67
Balance	\$51,475.20



Customer acknowledges lessees are that it holds them liable due any billed on a 25-day billing cycle. Trailer X-Pro Inc. may charge a finance fee of \$25 per month. All day period, or part thereof, for any amount due is not due. If any later notice is furnished to collect any amount due under Customer's account, Customer agrees to pay, in addition to the amount owed, all collection costs incurred including attorney's fees, collection agency fees and other costs or costs involved due. Please refer to the back of this document for terms and conditions. Your signature below will serve as acknowledgment you agree and understand all terms provided herein.

Print Name **Abdikarin Ali**

Title **OWNER**

Signature: **Abdikarin Ali**

### GUARANTY

FOR GOOD CONSIDERATION, and as an inducement for Trailer X-Pro Inc. in actual credit to **Abdikarin Ali** (Customer), it is hereby agreed that the undersigned does hereby guaranty to Credit the prompt, partial, and full payment of all amounts now and hereafter due Credit from Customer.

Until termination, this guaranty is unlimited as to amount or duration and shall remain in full force and effect notwithstanding any release, compromise, adjustment, settlement, waiver, release or discharge of any party obligor or guarantor, or release in whole or in part of any security granted for said indebtedness or compromise or adjustment therein, and the undersigned waives all actions therein.

The obligations of the undersigned shall be at the election of the Creditor, shall be primary and not necessarily secondary, and Creditor shall not be required to exhaust its remedies as against Customer prior to enforcing its rights under this guaranty against the undersigned.

In the event payments due under this guaranty are not punctually paid upon demand, then the undersigned shall immediately return all leased equipment in good condition and pay all reasonable costs and attorney's fees necessary for the collection, and enforcement of this guaranty.

If there are two or more guaranties to this guaranty, the obligations shall be joining and several and binding upon and leave to the benefit of the parties, their executors, assigns and personal representatives.

This guaranty shall be binding upon and leave to the benefit of the parties, their executors, assigns and personal representatives. This guaranty shall be construed and enforced under the laws of the State of Michigan, and parties agree that the terms of this guaranty shall be governed by Michigan law and received in the Circuit/District courts located in Kent County Michigan.

This guaranty shall continue in force and effect until the undersigned gives written notice of revocation by registered such notice of revocation shall be ineffective as to any existing indebtedness of any transaction or commitment previously undertaken by you in reliance upon such guaranty. Each undersigned warrants and represents it has full authority to enter into this guaranty.

**Abdikarin Ali** **Abdikarin Ali**  
Owner Signature Print Name  
5727 Tamarack BLVD #K Columbus OH 43228  
Social Security Number Home Address City State Zip  
Home Phone Number Cell Phone Number

As of January 1, 2010 the state of California has put into effect the TRI/ ATCM Compliance Act in effect to reduce the diesel particulate matter emissions from in-use TRI and TRII generators out regions that operate in California. This Act states that any registered with 8-years or older may not enter the state of California if it has not met the necessary compliance code. If your company travels in the state of California and leases Trailer X-Pro Inc. equipment, they must ensure they are leasing the proper equipment that meets the above aforementioned specifications. Failure to comply can result in a \$10,000.00 fine issued by the state of California, and noncompliance will be the responsibility of any Lessee (customer) that does not follow the compliance laws agreed to take full responsibility of any and all fines that may incur.

**Abdikarin Ali** **Abdikarin Ali** **3/18/2024**  
Owner Signature Print Name Date

\*Please make sure you understand the repair liabilities of your lease contract fully\*

\$ 5723 Pine Tree W Apt. C  
Columbus OH 43229

