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**ORDER OF THE UNITED STATES COURT OF
APPEALS FOR THE SIXTH CIRCUIT
(SEPTEMBER 13, 2022)**

**UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT**

LEZLIE J. GUNN,

Plaintiff-Appellant,

v.

HANS-PETER WILD,

Defendant-Appellee.

No. 22-5015

On Appeal from the United States District Court
for the Eastern District of Kentucky

Before: McKEAGUE, STRANCH, and
DONALD, Circuit Judges.

ORDER

Lezlie Gunn, a pro se Nevada resident, appeals the district court's order dismissing her diversity action for lack of personal jurisdiction pursuant to Federal Rule of Civil Procedure 12(b)(2). This case has been referred to a panel of the court that, upon examination, unanimously agrees that oral argument is not needed. *See Fed. R. App. P. 34(a).*

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Gunn and defendant Hans-Peter Wild, a citizen and resident of Switzerland, had a personal and professional relationship from the mid-1980s until July 2016. In 1994, Wild, aided by Gunn, purchased F&C International, Inc., a flavoring company located in Kentucky, and renamed the business Wild Flavors, Inc. Later that year, Wild and Gunn began constructing a new headquarters for the business in Erlanger, Kentucky, which was completed in 1998. Gunn alleged that she and Wild kept permanent offices in the Erlanger facility and would work out of those offices when in Kentucky. Gunn further alleged that she and Wild travelled to the Erlanger facility once every month or six weeks from 1998 to 2014, and when they worked at the Erlanger facility, they stayed at a condominium located at 527 Palmer Court, Crestview Hills, Kentucky. The Palmer Court property was owned by Wild Flavors until it was transferred in 2013 to LGK Properties LLC, an entity of which Gunn was the sole member.

In 2014, Wild, assisted by Gunn, arranged for the sale of Wild Flavors to The Archer-Daniels-Midland Company (“ADM”), which was completed on October 1, 2014, in Zurich, Switzerland. Gunn alleges that, later that month, in the Palmer Court property and at the Metropolitan Club in Covington, Kentucky, Wild orally promised her a “lifetime of unlimited spending” as compensation for her assistance to Wild. Their relationship deteriorated afterwards, and they entered into a written release and settlement agreement (“RSA”) to memorialize the compensation owed to Gunn. Negotiations over the RSA took approximately four months, and the agreement was signed by Gunn and Wild on December 21, 2015, in Zug, Switzerland.

In 2020, Gunn sued Wild in the Eastern District of Kentucky, alleging breach of contract. Wild moved to dismiss Gunn's complaint for lack of personal jurisdiction and *forum non conveniens*. The district court held a hearing, denied the motion without prejudice, and ordered Gunn to file an amended complaint. Gunn amended her complaint, and Wild again moved to dismiss. The district court granted that motion.

We review *de novo* the district court's dismissal of a case for lack of personal jurisdiction. *Blessing v. Chandrasekhar*, 988 F.3d 889, 901 (6th Cir. 2021). When, as in this case, there was no evidentiary hearing, we view the pleadings in the light most favorable to the plaintiff and do not consider the controverting assertions of the defendant. *See Dean v. Motel 6 Operating L.P.*, 134 F.3d 1269, 1272 (6th Cir. 1998). The plaintiff must make only a *prima facie* showing of personal jurisdiction. *See id.*

Personal jurisdiction may be either "general"—that is, it extends to all of the defendant's activities in the state because the defendant resides or has its principal place of business there or is otherwise "at home" there—or "specific," which requires that the lawsuit arise out of the defendant's contacts with the state. *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 141 S. Ct. 1017, 1024-25 (2021) (quoting *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 919 (2011)); *see Daimler AG v. Bauman*, 571 U.S. 117, 127 (2014).

The district court concluded that it did not have general personal jurisdiction over Wild because he is a citizen and resident of Switzerland, he had never resided in Kentucky, and his business activities in Kentucky did not render him personally "at home" in

Kentucky. A court may assert general jurisdiction over a defendant only “when [his] affiliations with the State are so ‘continuous and systematic’ as to render [him] essentially at home in the forum State.” *Daimler*, 571 U.S. at 127 (quoting *Goodyear*, 564 U.S. at 919). “For an individual, the paradigm forum for the exercise of general jurisdiction is the individual’s domicile. . . .” *Id.* at 137 (quoting *Goodyear*, 564 U.S. at 924). Gunn asserted in her amended complaint that Wild’s conduct “rendered him and his business dealings ‘at home’ in Kentucky,” pointing to photographs of Wild’s personal property at the Palmer Court residence from 2021. However, Gunn admitted that Wild transferred the Palmer Court residence to her LLC on May 24, 2013, and that he sold Wild Flavors to ADM on October 1, 2014, thereby ceasing his business operations in Kentucky. Notwithstanding Wild’s previous contacts with Kentucky, he is not currently domiciled or otherwise at home there, and therefore the district court correctly concluded that it did not have general personal jurisdiction over him. *See id.*

Gunn thus must establish specific jurisdiction. When a federal court sits in diversity, it may exercise personal jurisdiction over an out-of-state defendant only if a court of the forum state could do so. *Blessing*, 988 F.3d at 901. “Determining whether a Kentucky court would have personal jurisdiction over a nonresident defendant consists of a two-step process.” *Id.* (citing *Caesars Riverboat Casino, LLC v. Beach*, 336 S.W.3d 51, 57 (Ky. 2011)). First, the court must determine whether the cause of action “arise[s] from the type of conduct or activity enumerated in Kentucky’s longarm statute, [Kentucky Revised Statute] § 454. 210.” *Id.* If not, the defendant is not subject to per-

sonal jurisdiction in Kentucky. *Id.* If so, “the court must determine whether exercising personal jurisdiction over the nonresident defendant comports with [his] federal due process rights.” *Id.*

Gunn invokes the provision of Kentucky’s longarm statute that permits a court to exercise jurisdiction over a person “as to a claim arising from the person’s . . . [t]ransacting any business in [Kentucky].” Ky. Rev. Stat. § 454.210(2)(a)(1). Gunn asserts that Wild “transact[ed] . . . business” in Kentucky when he made oral promises to Gunn for a lifetime of unlimited spending as compensation for her assistance in arranging the sale of Wild Flavors to ADM and that these promises were the basis for the written RSA later executed in Switzerland. According to Gunn, Wild conducted a “multitude of business transactions” in Kentucky, and her claims against him “arose from his [Kentucky]-based conduct.”

Gunn is unable to show, however, that her cause of action arises from Wild’s business transactions in Kentucky. “[P]ersonal jurisdiction cannot be exercised over a non-resident defendant simply because [he] has engaged in conduct or activity that fits within one or more of subsections of [Kentucky Revised Statute] § 454.210(2)(a).” *Caesars*, 336 S.W.3d at 55. Rather, the statute imposes an additional, “critical limitation” on the exercise of personal jurisdiction: the plaintiff must “show that his claim is one that arises from the enumerated conduct or activity. *Id.* (emphasis added). This requires “a reasonable and direct nexus” between the harm alleged in the complaint and the conduct or activity that forms the statutory predicate for longarm jurisdiction. *Id.* at 59; *see Cox v. Koninklijke Philips, N.V.*, 647 F. App’x 625, 629 (6th Cir. 2016)

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(concluding that this requirement was not satisfied based on the defendant's signing of a corporate guarantee in the state because the plaintiffs' alleged injuries did not relate to that document). Although Wild conducted business in Kentucky for approximately 20 years between 1994 and 2014, by, for example, purchasing a company and personal property, Gunn's claims against him do not "arise[] from" that activity. *Caesars*, 336 S.W.3d at 58-59 (finding no "reasonable and direct nexus" between the defendants' business activities in Kentucky and a tort that occurred at the defendant's facility in another state). Rather, her claims arise from Wild's alleged breach of the RSA, which was executed in Switzerland and bears no connection to Kentucky.

Gunn argues that her claims arise from Wild's oral promises to her, some of which were made in Kentucky. But between Wild's oral promise of a lifetime of unlimited spending and Gunn's breach of contract claim, Gunn and Wild entered into the RSA in Switzerland. That agreement released Wild from liability arising from any verbal agreements prior to the execution of the RSA and contained a merger provision that satisfied any prior agreements between Wild and Gunn upon execution of the contract. These provisions foreclose Gunn's attempt to link her claims to Wild's oral promises rather than to his alleged breaches of the RSA, which appear to have occurred in the first half of 2016. In light of the RSA's liability release and merger clauses and Gunn's own allegations, Wild's oral promises in 2014 are "too attenuated" from Gunn's claim to "fit the definition of 'arising from'" under Kentucky law. *Id.* at 59.

Gunn analogizes her case to *MAG IAS Holdings, Inc. v Schmückle*, 854 F.3d 894, 896 (6th Cir. 2017), which held that the U.S. District Court for the Eastern District of Michigan had personal jurisdiction over a German citizen who conducted business within the district. However, *Schmückle* applied Michigan's long-arm statute, which, unlike Kentucky's, "extends to the limits imposed by federal constitutional due process requirements." *Id.* at 899 (quoting *AlixPartners, LLP v. Brewington*, 836 F.3d 543, 549 (6th Cir. 2016)); *see Hinnens v. Robey*, 336 S.W.3d 891, 895 (Ky. 2011) (noting that plaintiffs must satisfy Kentucky's longarm statute in addition to satisfying federal due process requirements). Moreover, *Schmückle* was haled into Michigan courts from Germany for claims related to his tenure as CEO of an affiliation of companies, one of which had its principal place of business in Michigan. *Schmückle*, 854 F.3d at 896-97, 901. In contrast, although Gunn alleges that Wild previously had a significant presence in Kentucky, her cause of action arises from the breach of the RSA, not from Wild's actions running Wild Flavors. *Cf. id.* at 903 (noting that the plaintiffs' claims were connected to the defendant's purposeful availment in the state).

Because Wild is not subject to personal jurisdiction under Kentucky's longarm statute, we need not determine whether exercising jurisdiction over him would comport with federal due process. *See Blessing*, 988 F.3d at 901; *Caesars*, 336 S.W.3d at 59.

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Accordingly, we AFFIRM the district court's judgment.

ENTERED BY ORDER OF THE COURT

/s/ Deborah S. Hunt
Clerk

**JUDGMENT OF THE UNITED STATES
DISTRICT COURT FOR THE EASTERN
DISTRICT OF KENTUCKY
(DECEMBER 9, 2021)**

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION AT COVINGTON

LEZLIE J. GUNN,

Plaintiff,

v.

HANS-PETER WILD,

Defendant.

Civil Action No. 2:20-CV-150 (WOB)

Before: William O. BERTELSMAN,
United States District Judge.

Pursuant to the Memorandum Opinion and Order
entered concurrently herewith,

IT IS ORDERED AND ADJUDGED that judgment
is ENTERRED IN DEFENDANT'S FAVOR. This
matter is STRICKEN from the docket of this Court.

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This 9th day of December 2021.

Signed By:

/s/ William O. Bertelsman
United States District Judge

**MEMORANDUM OPINION AND ORDER
OF THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF KENTUCKY
(DECEMBER 9, 2021)**

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION AT COVINGTON

LEZLIE J. GUNN,

Plaintiff,

v.

HANS-PETER WILD,

Defendant.

Civil Action No. 2:20-CV-150 (WOB)

Before: William O. BERTELSMAN,
United States District Judge.

Plaintiff Lezlie Gunn (Gunn) brought this action for breach of contract against Defendant Hans-Peter Wild (Wild). Wild moved to dismiss Gunn's Amended Complaint (Doc. 32) for lack of personal jurisdiction under Fed. R. Civ. Proc. (FRCP) 12(b)(2) and forum non conveniens. (Doc. 33). Having reviewed the parties' pleadings, the Court now issues the following Memorandum Opinion and Order.

I. Background¹

Wild previously moved to dismiss Gunn's original complaint (Doc. 1, Gunn Compl.) for lack of personal jurisdiction and *forum non conveniens*. (Doc. 12, Wild Mot. to Dismiss). The Court denied Wild's first motion without prejudice on June 15, 2021, but it ordered Gunn to file an amended complaint "alleging with specificity the acts that give rise to personal jurisdiction in this matter." (Doc. 27, Min. Order Den. Mot.). Gunn filed an amended complaint and Wild moved again for dismissal. (Doc. 32 Gunn Am. Compl.; Doc. 33, Wild Mot. to Dismiss Am. Compl. ("Wild MTD")). That motion is now before the Court.

Gunn is a resident of Nevada. (Doc. 33, Gunn Am. Compl. at ¶ 2). Wild is now a citizen and resident of Switzerland, but was a citizen and resident of Germany prior. (Doc. 1, Gunn Original Compl. at ¶ 1; *Id.* at ¶ 1. *See also* Doc. 33-1, at ¶¶ 3-5). In 1994, Wild established a significant business presence in Erlanger, Northern Kentucky by purchasing 100% of the stock in an existing company and renaming it Wild Flavors, Inc. (Doc. 32, Gunn Am. Compl. at ¶¶ 10-11). He then built corporate headquarters in Northern Kentucky in 1998 where he and Gunn maintained offices and attended business meetings. (*Id.* at ¶¶ 11-13). Wild also stayed in a condominium in Crestview Hills, allegedly staying there over 100 times, sometimes with Gunn, and which

¹ The Court proceeded without an evidentiary hearing on this motion, so Gunn's pleadings and affidavits frame the factual basis of this personal jurisdiction analysis, *see Dean v. Motel 6 Operating L.P.*, 134 F.3d 1269, 1272 (6th Cir. 1998). The following recitation of facts derives from the averments in Gunn's amended complaint.

the parties refer to as the “Palmer Court residence.” (*Id.* at ¶¶ 6, 14).

Gunn alleges she benefited Wild and his business in several significant ways. (*Id.* at ¶¶ 7-10, 15). Gunn claims her counsel and advice was instrumental to the growth and success of Wild’s multi-billion-dollar business and that she traveled all over the world with Wild as he “relied on Ms. Gunn to assist him with almost everything he did and insisted on her feedback on decisions he was considering.” (*Id.* at ¶ 9). These benefits and services purportedly formed the impetus for a Release and Settlement Agreement (“RSA”) between the parties, the contract central to this case. (*Id.* at ¶ 40).

According to Gunn’s amended complaint, she is responsible for a series of services and favors to Wild, beginning in 1994 when she claims to have brokered and advised the acquisition and establishment of assets supporting Wild Flavors’s permanent plant operations in Northern Kentucky. (Doc. 32, Gunn Am. Compl. at ¶¶ 10-12). Gunn thereafter played a critical role in a highly profitable supply agreement for Wild Flavors worth “\$160 million to \$200 million.” (*Id.* at ¶ 16). Gunn also more generally assisted Wild and his company in product development, provided “due diligence” in documents under Wild’s consideration, gave general business advice, and recommended policies and safety measures for Wild Flavors employees. (*Id.* at ¶ 15).

Later in 2013, Gunn rescheduled an ophthalmologist appointment of Wild’s, delaying a planned trip to Germany, which, by happenstance, averted his arrest by German tax authorities. (*Id.* at ¶ 20). After narrowly avoiding arrest, Wild stayed at the Palmer Court condo where, with Gunn present, he met imme-

diately with Wild Flavors President and CEO, Michael Ponder, to discuss the liquidation of Wild Flavors. (*Id.* at ¶ 21-22). Thereafter, Gunn attended various meetings with potential buyers around the country and prepared Wild “at all relevant times.” (*Id.* at ¶ 23, 25-26). Much of these sale negotiations were conducted in Northern Kentucky as a “base of operations.” (*Id.* at ¶ 26). Finally, Gunn claims to have strongly advised Wild against granting an absolute power of attorney pursuant to the eventual sale agreement, and to personally attend the sale in Zurich, Switzerland. (*Id.* at ¶ 27-28). Gunn claims this advice “thwarted” the use of the POA in a “conspiracy” to divert billions in funds from the sale to German tax authorities. (*Id.* at 28).

For all of this, Gunn claims Wild repeatedly and emphatically praised and thanked her, orally promising her a “lifetime of unlimited spending for whatever you want to purchase, need or desire, any gifts you want to give, anyone you want to hire or contract with.” (Doc. 32, at ¶ 29, 31). Wild allegedly orally reiterated his promises several times to Gunn at the Palmer Court residence in Kentucky, (*see id.* at ¶ 32-33), then publicly referred to these promises at the Metropolitan Club in Covington, Kentucky during a celebratory dinner with the board of directors of the company that purchased Wild Flavors. (*Id.* at ¶ 35).

Gunn has since argued that these statements established an enforceable set of obligations from Wild to Gunn. In 2015, a year after Wild sold Wild Flavors, she claims these promises were finally reduced to a written RSA executed by the parties in Zug, Switzerland. (*Id.* at ¶ 40). Wild allegedly breached this agreement by, among other things, failing to pay

Gunn's agreed-upon bills and expenses, failing to pay for her medical insurance, failing to fund an education trust account for certain children, failing to pay Gunn's yearly "gift amount," and failing to provide various items to emergency service departments. (Doc. 1, Gunn Original Complaint at ¶¶ 2-21; Doc. 32, Gunn Am. Compl. at ¶ 1).

Two federal district courts, one in California and one in Nevada, have already held Gunn failed to prove personal jurisdiction over Wild. *Gunn v. Hans-Peter Wild & Does 1-10*, No. SACV 20-00820JVS, 2020 WL 5167755 (C.D. Cal. June 11, 2020); *Gunn v. Wild*, No:17-cv-72 JCM-GWF, 2018 U.S. Dist. LEXIS 8042, 2018 WL 473005 (D. Nev. Jan. 18, 2018). The Ninth Circuit affirmed the Nevada decision. *See Gunn v. Wild*, 771 F. App'x 392 (9th Cir. 2019). This is the third suit Gunn brought in the United States pertaining to the RSA. However, Gunn has apparently found some success in litigation in Switzerland, having obtained a judgment in her favor premised on Wild's breach of the same RSA. (Doc. 25-1, Translated Swiss Decision at 38).

II. Analysis

The main issue before the Court is whether, given Gunn's allegations of Wild's connections to Kentucky, the Court may exercise personal jurisdiction over Wild, a citizen and resident of Switzerland, for breach of a contract executed in Switzerland and not otherwise connected to Kentucky in terms of contract performance. Wild argues in his motion that the connection between the RSA and his Northern Kentucky activities is too attenuated to confer jurisdiction to the Court, even taking Gunn's averments as true. (*See* Doc.

33, Wild MTD at 3). Further, the RSA expressly contains a merger clause rendering the written agreement the only exclusive outstanding agreement between the parties. Wild emphasizes how he has never been a Kentucky resident or United States citizen, and no term of the RSA was contemplated to be performed in Kentucky. Gunn argues to the contrary in defense of her claim that the RSA necessarily arises out of Wild's significant business activities in Kentucky which led Wild to make oral promises in Kentucky, promises that were ultimately memorialized in the written RSA between Gunn and Wild. (See Doc. 32, Gunn Am. Compl. at ¶¶ 47). This, she claims, establishes sufficient contact with Kentucky to support personal jurisdiction.

For reasons to follow, the Court finds the allegations in Gunn's amended complaint, even taken as true, are insufficient to furnish personal jurisdiction over Wild regardless, of the merits of Wild's assertion of *forum non conveniens*.

A. Standard of Law

In the face of a 12(b)(2) motion to dismiss for lack of personal jurisdiction, a plaintiff must make a *prima facie* showing of the Court's personal jurisdiction over the defendant. *Intera Corp. v. Henderson*, 428 F.3d 605 (6th Cir. 2005) (citing *Theunissen v. Matthews*, 935 F.2d 1454, 1458 (6th Cir. 1991)). At least in a case like this where the Court has foregone an evidentiary hearing, the pleadings and affidavits form the basis of a plaintiff's assertion personal jurisdiction exists, and those filings are to be viewed in a light most favorable to her. *See Dean v. Motel 6 Operating L.P.*, 134 F.3d 1269, 1272 (6th Cir. 1998). Personal jurisdiction may be either "general" or "specific." *Intera*

Corp., at 615 (citing *Bird v. Parsons*, 289 F.3d 865, 873 (6th Cir. 2002)). Each type of jurisdiction is discussed in turn.

B. General Jurisdiction

General jurisdiction exists where a defendant's contacts with a state are so continuous and systematic as to render him "at home" in that jurisdiction. *Bird*, 289 F.3d 865, 873 (6th Cir. 2002) (citing *Third Nat'l Bank in Nashville v. WEDGE Group, Inc.*, 882 F.2d 1087, 1089 (6th Cir. 1989)). Thus, personal jurisdiction may be based purely on a defendant's more consistent, general presence in the state, even where the specific acts giving rise to the plaintiff's claim are not so specifically or directly connected to the state. *See Daimler AG v. Bauman*, 571 U.S. 117, 167 (2014) (citing *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 919 (2011)). For an individual, the paradigm forum for the exercise of general jurisdiction is the individual's domicile. *Ford Motor Co. v. Montana Eight Judicial District Court*, 141 S. Ct. 1017, 1024 (2021); *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 924 (2011). A person's domicile is what they would identify as their "home," where they have made a true, fixed and principal residential establishment to which they intend to return. *See* 13E Charles Alan Wright & Arthur Miller, *Fed. Prac. & Proc. Juris.* § 3612 (3d ed. 2021).

Of course, Wild is being sued in his individual capacity. As an individual, he is a citizen and resident of Switzerland, and before that he was a German citizen and resident. He has never been a United States citizen or a Kentucky resident. The Palmer Court condominium he purchased in Northern Kentucky,

although residential in character, was not a personal abode Wild ever intended to stay in primarily and indefinitely as if it were "home." The condo was merely a place he stayed while on business in Kentucky managing the affairs of Wild Flavors. And his Kentucky business activities at the Erlanger plant, though significant to his company, Wild Flavors, were not so great and constant as to render Wild himself personally "at home" in Kentucky. Thus, the Court has no general personal jurisdiction over Wild. Gunn must, then, prove specific personal jurisdiction.

C. Specific Jurisdiction

This case is before the Court in diversity, no general personal jurisdiction exists over Wild personally, so the Kentucky state long-arm statute, Ky. Rev. Stat. (KRS) § 454.210, controls whether the Court may exercise personal jurisdiction over Wild, a citizen and resident of a foreign country. *See Theunissen*, 935 F.2d at 1459. Specifically, Gunn must rely on KRS 454.210 (2)(a)(1) to establish specific personal jurisdiction by proving her claim "arises from" Wild's "[t]ransacting business in th[e] Commonwealth," as none of the other enumerated provisions apply to her claim. *See generally* KRS 454.210(2). It is not enough under Kentucky's long-arm statute for a non-resident defendant to have transacted business in the Commonwealth. *See Caesars Riverboat Casino, LLC v. Beach*, 336 S.W.3d 51, 55 (Ky. 2011). Gunn must also show that her claim arises from the particular transactions or business activities in Kentucky. *See id.*

Under the conventional test for specific personal jurisdiction, Wild's actions must demonstrate, first, that he purposefully availed himself of the privilege

of acting in the forum state, Kentucky, or causing a consequence in the forum state with specific respect to the RSA at the center of this action. *See Johnson v. Diamond Shine, Inc.*, 890 F. Supp. 2d 763, 770 (W.D. Ky. 2012) (citing *Southern Machine Co. v. Mohasco Industries, Inc.*, 401 F.2d 374, 381 (6th Cir. 1968)). Second, Gunn's claim must "arise from or relate to" Wild's activities in Kentucky. *Ford Motor Co.*, 141 S. Ct. at 1027. Third, exercise of jurisdiction under the circumstances must comport with more general concepts of "reasonableness." *See id.* With respect to the third "reasonableness" element in the context of a contract dispute, negotiations and contemplated future consequences, along with the terms of the contract and parties' actual course of dealing, must be considered to determine whether the defendant purposefully established minimum contacts within the forum via his contract. *Calphalon Corp. v. Rowlette*, 228 F.3d 718, 722 (6th Cir. 2000) (citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 478 (1985)). Accordingly, in a contract action like this, the Court must identify whether Wild's locus of intent was to create "continuous and substantial consequences" in the forum state by executing the contract. *See id.*

Gunn's theory of personal jurisdiction can be distilled, in a light most favorable to her, to the following: Wild engaged in major, critical business activities in Northern Kentucky with which Gunn was intimately and necessarily involved. Her consulting role was instrumental to the establishment of the "crown jewel" Kentucky plant, Wild Flavors's subsequent growth, and the company's eventual sale. As a show of appreciation, and while he was in Kentucky, Wild orally promised to Gunn a life of "unlimited spending,"

among other things. The written RSA is fundamentally a continuation or settlement of those promises; its very existence is a reference to those promises, so the RSA has an inherent and significant connection to Wild's business in Kentucky. Thus, Wild's breach of the RSA "arises from" Wild's business transactions in Kentucky.

As to the first element, "purposeful availment," the fact remains that Gunn's breach of contract claim arises distinctly from Wild's alleged breach of the written RSA, not from Wild's Kentucky business activities, at least not directly. Kentucky is not mentioned or referred to once in the RSA. There is no indication any of the RSA's terms were necessarily to be fulfilled in Kentucky or for someone residing or working in Kentucky. Moreover, the inclusion of a *Nevada* choice-of-law provision, the fact neither party is a Kentucky resident, and the contract's location of execution in Switzerland all further contribute to the overall sense that Kentucky was never the contract's locus of origin, much less anticipated as a place where disputes might arise from the RSA, even less foreseeably where they would be resolved. Reading the RSA itself, Gunn clearly executed the agreement for present and future consideration, namely future consulting services, not past services that may have been rendered in Kentucky. (E.g., Doc. 33-2, RSA at ¶¶ 11-18). There is simply nothing else about the RSA itself on its face that establishes a connection between Wild and the RSA to Kentucky. Gunn's assertion that her breach of contract claim "arises from" past business activities is simply too tenuous, even if she is believed to have played such a critical role in Wild's business. Thus, Wild cannot be said to have "purposefully availed

himself" of Kentucky law by executing the RSA or fulfilling his contractual obligations thereunder.

Beyond the written RSA, jurisdiction over Gunn's claim relies in large part on the oral promises Wild allegedly uttered to Gunn in Kentucky before he later executed the RSA. Under Gunn's theory, the parties' agreement truly originated in Kentucky even if it was only written and signed later in Switzerland, implying the oral promises amount to purposeful availment. But the RSA is now the contract Gunn asks this Court to enforce. This contract contains clear language foreclosing any legitimate acknowledgement of prior negotiations or agreements. The second paragraph of the RSA, phrased as a release of claims, states: "Gunn [] hereby forever releases Dr. Wild from claim(s), suit(s), action(s), legal proceeding(s), liabilities and/or damages arising directly from any and all agreements, whether verbal or in writing, entered into by Dr. Wild and Ms. Gunn, [] but excluding this Agreement. . . ." (Doc. 33-2, RSA at ¶ 2). This provision clearly applies to any previous oral promises Wild may have made to Gunn in Kentucky.

The Court also finds dispositive the inclusion of a merger clause under paragraph 24, which reads: "With the signing of this document, all agreements, excluding this Agreement [] with Ms. Gunn or parties affiliated with Ms. Gunn will be fully satisfied and there will be no additional outstanding agreements either with either Ms. Gunn or parties affiliated with Ms. Gunn. . . ." (Doc. 33-2, ¶ 24). When Gunn signed this contract, with this language, she signed away any prior claims based on prior oral promises, whether Wild made these promises as alleged or not. Thus, though a single act, such as a purported oral promise,

may be sufficient to constitute purposeful availment, *Youn v. Track, Inc.*, 324 F.3d 409, 418 (6th Cir. 2003), the merger clause effectively eliminated that connection by rendering such promises null and void.

On to the second “arising from” element, “[i]f a defendant’s contacts with the forum state are related to the operative facts of the controversy, then an action will be deemed to have arisen from those contracts.” *CompuServe, Inc. v. Patterson*, 89 F.3d 1257, 1267 (6th Cir. 1996) (emphasis added). This second element “does not require that the cause of action formally ‘arise from’ defendant’s contacts with the forum; rather, this criterion requires only ‘that the cause of action, of whatever type, have a substantial connection with the defendant’s in-state activities.’” *Johnson*, 890 F.Supp.2d 763, at 769 (W.D. Ky. 2012) (emphasis added) (citing *Third Nat'l Bank in Nashville v. WEDGE Group, Inc.*, 882 F.2d 1087, 1091 (6th Cir. 1989)).

If Gunn’s pleadings are taken as true and construed most in her favor, it is not entirely unreasonable for her to argue that her claim has a “substantial connection” to Wild’s purposeful business activities in Kentucky. But for the reasons above, especially given the unequivocal contract language, a narrower view of “arising from” under these facts is appropriate, *i.e.*, her breach of contract claim “arises” more directly “from” the RSA, though admittedly a “substantial connection” exists between the RSA and Wild’s Kentucky business contacts, taking Gunn’s allegations as true.

Still, the third factor remains: the overall reasonableness of exercising jurisdiction given the consequences and purposefulness of Wild’s forum contacts. *Theunissen*, 935 F.2d at 1460. Courts in the

Sixth Circuit must still resolve the third reasonableness factor by considering “the burden on the defendant, the interest of the forum state, the plaintiff’s interest in obtaining relief, and the interest of other states in securing the most efficient resolution of controversies.” *Am. Greetings Corp. v. Cohn*, 839 F.2d 1164, 1170 (6th Cir. 1988).

In this case, while Wild is very wealthy, he is and has been a resident and citizen of a foreign country for, as far as this Court has been made aware, his entire life. Many of the reasons stated in the purposeful-availment analysis could be reiterated here, especially those regarding the apparent expectations of the parties that Kentucky would not have much, if anything, to do with the execution or fulfillment of the RSA. Further, Wild had washed his hands of any Kentucky connection, at least as far as Gunn’s claim is concerned, by selling the Erlanger plant in 2014 before executing the RSA the next year in 2015. So by 2015, he no longer had any interest in Kentucky, and the Commonwealth of Kentucky had no remaining interest in personal jurisdiction over him. Moreover, Kentucky is not the only forum where Gunn can obtain relief, as, in fact, it appears she has found at least partial success independently, at least for the time being, through litigation in Switzerland. Under such circumstances, exercising specific personal jurisdiction over Wild is not reasonable. Even without the RSA’s release and merger clauses, Gunn still fails to satisfy the conventional test for specific personal jurisdiction.²

² In another case before this Court involving Defendant Wild, *Michael H Ponder v. Hans-Peter Wild*, Case No. 2:19-cv-00166, currently on docket pending further litigation, this Court held personal jurisdiction existed over Wild Flavors president and

The issue of *forum non conveniens* is, therefore, moot, as without personal jurisdiction Wild's difficulties or expense litigating this case are immaterial. The Court resolves this case on jurisdictional grounds.

III. Conclusion

Having reviewed this matter, and the Court being advised, Gunn has failed to prove the Court's personal jurisdiction over Wild as to her breach of contract claim. Accordingly, it is ORDERED that Hans-Peter Wild's Motion to Dismiss for Lack of Jurisdiction (Doc. 33) be, and is hereby, GRANTED. A separate judgment shall enter concurrently herewith.

This 9th day of December 2021.

Signed By:

/s/ William O. Bertelsman
United States District Judge

CEO, Michael Ponder, based on Wild's "transacting business" in Kentucky. (*Ponder*, ECF Doc. 26, Min. Order. Den. Mot. to Dismiss, of that case (citing KRS 454.210(2)(a)(1)); Doc. 29 Am. Tr. of Mot. Hr'g). The obvious distinction between Ponder's case and this case is how much more strongly and directly connected Ponder's business-related claims are to Kentucky as a forum of litigation. *See id.* Ponder directly brokered the \$2 billion sale of assets and business interests, as a going concern, located in Erlanger, Kentucky, and his breach of contract claim for lost bonus or commission on the sale was inherently related to that deal. He was not merely present at the negotiations and deals. Ponder, a Kentucky resident, acted as Wild's agent in brokering the sale of assets and business interests in Kentucky, from a Wild Flavors office in Kentucky, and was told by Wild prospectively that he would be compensated for based on the success of the sale. (*Id.* at 13:3-21).

**ORDER OF THE UNITED STATES DISTRICT
COURT FOR THE EASTERN DISTRICT OF
KENTUCKY DENYING DEFENDANT'S
MOTION TO DISMISS
(JUNE 28, 2021)**

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION AT COVINGTON

LEZLIE J. GUNN,

Plaintiff,

v.

HANS PETER WILD,

Defendant.

Civil Action No. 2:20CV150 (WOB-CJS)

Before: William O. BERTELSMAN,
United States District Judge.

This matter is before the Court on defendant's motion to dismiss (Doc. 12).

The Court heard oral argument on this motion on Friday, June 25, 2021. Thomas Rouse and Margo Grubbs represented the plaintiff. Aaron Maurice and David Kramer represented the defendant. Official court reporter Joan Averdick recorded the proceedings.

Having heard the parties, and the Court being advised,

IT IS ORDERED that:

- (1) Defendant's motion to dismiss (Doc. 12) be, and is hereby, DENIED WITHOUT PREJUDICE¹; and
- (2) Plaintiff shall file an amended complaint on or before September 13, 2021, alleging with specificity the acts that give rise to personal jurisdiction in this matter.

This 28th day of June 2021.

Signed By:

/s/ William O. Bertelsman
United States District Judge

¹ The Court takes judicial notice of the documents tendered by defendant in Doc. 13.

**AMENDED COMPLAINT
(SEPTEMBER 10, 2021)**

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION AT COVINGTON

LEZLIE J. GUNN,

Plaintiff,

v.

HANS-PETER WILD,

Defendant.

Civil Action No. 2:20-CV-00150 (WOB-CJS)

Comes now the Plaintiff, Lezlie J. Gunn, by and through Counsel, and respectfully submits this Amended Complaint at the direction of this Honorable Court.

1. Plaintiff hereby asserts and alleges all of the paragraphs of the original Complaint in this matter as if fully stated herein.
2. At the present time Plaintiff primarily resides in the State of Nevada.
3. On or about March 12, 1998, 527 Palmer Court, Crestview Hills, Kenton County, KY was purchased by Wild Flavors, Inc. and was used as the local housing for Hans Peter Wild and Ms. Gunn, while they were

in northern KY and attending to business at his Kentucky-based company, Wild Flavors, Inc.

4. On or about May 24, 2013, Wild Flavors, Inc., at the sole direction of Hans Peter Wild, transferred 527 Palmer Court from Wild Flavors, Inc. to LGK Properties LLC, a Nevada Limited Liability Company of which Plaintiff was the owner and sole member. This was deemed by Wild as a gift to Plaintiff, to partially fulfill many oral contracts he had made with her.

5. Since May 24, 2013, LGK Properties, LLC was and is the owner of 527 Palmer Court, Crestview Hills, KY. This property is maintained and available at all times for Plaintiffs use.

6. Since March 12th, 1998, to the present, defendant Hans Peter Wild has kept personal property in 527 Palmer Court, (See Declaration of Rob Dixon of Northern Kentucky Investigative Services with attached exhibits).

7. Plaintiff (hereafter Ms. Gunn) began a personal and professional relationship with Defendant Hans Peter Wild in the late-1980s, and this continued until July 2, 2016, when Wild ended the relationship. Wild's physical attack on Ms. Gunn July 21, 2016, eliminated any chance of reconciliation.

8. Ms. Gunn served as Wild's business consultant, advisor, and confidant. In her role as consultant, Ms. Gunn spent extensive time with Mr. Wild all over the world, consulting and advising Wild 24/7 and attending almost every meeting with Wild.

9. Wild insisted that Ms. Gunn accompany him on every business trip. Their relationship was remark-

ably close and personal. Wild relied on Ms. Gunn to assist him with almost everything he did and insisted on her feedback on decisions he was considering.

10. In 1994 Wild, with the advice, counsel and assistance of Ms. Gunn, established a permanent business presence in Northern Kentucky and Greater Cincinnati by purchasing 100% of the stock of an existing company, F&C International Inc. Wild then changed that company's name to Wild Flavors, Inc., and Ms. Gunn was instrumental in obtaining the shares of F&C International for Hans-Peter Wild.

11. Wild made the decision to build his business in Kentucky to take advantage of Kentucky's business-friendly environment and many tax advantages. Wild and Ms. Gunn in 1994 worked together to select a site adjacent to Interstate 275 in Erlanger, Kenton County, Kentucky upon which to construct the headquarters for this business. Ms. Gunn was instrumental in choosing the location of the Kentucky plant.

12. Wild's Erlanger facility was completed in 1998 with the assistance of Ms. Gunn's father and Ms. Gunn herself and substantial business activity commenced. Wild referred to this facility as "his crown jewel."

13. Wild and Ms. Gunn both maintained permanent, separate offices in the Erlanger facility for their sole use and would use these offices when working in the Erlanger facility. Defendant Wild gave her the title of Director of Strategic Planning and New Business. Ms. Gunn always attended meetings with Wild at the Erlanger headquarters, including every board meeting, sitting next to him, advising and confiding with him as the meetings progressed.

14. Ms. Gunn and Wild traveled to northern KY to work in the Erlanger facility and resided, while here, in the Palmer Court residence at least once every month or 6 weeks from 1998 until the sale of Wild Flavors, Inc. in 2014. Wild and Ms. Gunn worked in the Erlanger facility well over 100 times.

15. Ms. Gunn's advice and counsel were beneficial to Wild and his business interests over the decades of their relationship. Among the benefits were: 1) the creation by Ms. Gunn of the profitable supply agreement (which created contracts with Wild Flavors, Inc. customers, resulting in a much better rate of customer retention as it contracted the startup companies to stay with Wild Flavors as a customer), 2) assistance in product development, 3) providing a second set of eyes to critique documents sent to Wild for consideration, 4) warning Wild of dangers and problems in actions proposed by others, and 5) recommending many policies which protected the overall safety and health of the employees.

16. Ms. Gunn along with her father acquired the first supply agreement for Wild Flavors, Inc. (with SoBe Beverages.) And in Wild's own words, "that supply agreement is valued at \$160 million to \$200 million."

17. Over the years of their relationship, Wild was very appreciative of the actions and services Ms. Gunn provided to the business and toward Wild personally. He was generous in his offerings and promises of rewards and gifts to Ms. Gunn for her assistance.

18. On February 21, 2013, Wild and Ms. Gunn arrived in northern Kentucky to conduct a series of

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management meetings over four days to prepare for meetings in New York and Chicago that concerned, among other things, the potential sale of the company. Ms. Gunn, with Wild in northern KY, prepared, consulted with and advised Wild on various aspects of the business to prepare him for the meetings and for future sale activities. Wild and Ms. Gunn stayed together at the Palmer Court residence.

19. Ms. Gunn and Wild flew to northern KY for a series of management meetings in early November 2013. They again stayed at the Palmer Court residence and worked in the Erlanger Wild Flavors facility. On November 13, 2013, Wild and Ms. Gunn were inside the plant in Erlanger with various employees. Upon their arrival at the facility and as they were walking to their offices on the third floor, Wild told Ms. Gunn "none of this would exist without you Mouse." After stopping by Ms. Gunn's office, Ms. Gunn joined Wild in his office and he again gushed over the fact Ms. Gunn and her father built the entire plant and was very grateful. Wild reminisced about how without Ms. Gunn he would not have the Erlanger plant, since it was Ms. Gunn that advised him to purchase the land in Kentucky. He also said how much he loved coming to Kentucky. Wild further recalled how Ms. Gunn had finalized the KKR Agreement while Wild was hospitalized in Heidelberg, and how the KKR Agreement had made the entire process successful.

20. Wild and Ms. Gunn originally planned to return to Germany on November 13, 2013. Since Wild was having issues with his eye, Ms. Gunn made an eye appointment that delayed the return flight. This one-day delay prevented Wild from being arrested at the Mannheim Airport in Germany by the German

tax authorities. Wild, as well as Ms. Gunn, found out that his German facility had been raided and the entire company had materials seized by the tax authorities. Wild thanked Ms. Gunn profusely for the eye doctor appointment which avoided Wild's arrest and he promised to take care of Ms. Gunn forever.

21. On or about November 14, 2013, while curled up on the couch at the Palmer Court residence, Wild called Michael Ponder, Wild Flavors President and CEO, and asked him to come to the condominium to meet with him and Ms. Gunn privately.

22. In the meeting on November 14, 2013, at the Palmer Court residence, Wild emphasized the urgency in liquidating his business, and restated and expanded on an earlier promise made to Ponder, that if Ponder was able to obtain a premium price for the sale of the WILD company (over and above current fair market estimates which Wild anticipated was between \$1.2 and \$1.5 billion) that he would pay Ponder \$3,000,000 (three million dollars) from his personal funds over and above Ponder's company bonus. Wild told Ponder in the presence of Ms. Gunn that this was a private matter between Wild and Ponder and that it was to be kept secret.

23. On April 17, 2014, a meeting in Decatur, Illinois was held with representatives of a potential buyer, ADM. The meeting was arranged by Ponder. Ponder, Ms. Gunn and Wild participated, and then flew to northern KY to work at the Erlanger facility for a couple of days. Wild and Ms. Gunn then flew to Monterey, CA and Las Vegas before returning to northern KY on April 22, 2014, to prepare for meetings with potential buyer Ingredion at the facility in Erlanger on April 23, 2014. Ms. Gunn prepared Wild

for the meeting while they stayed at Palmer Court. Ponder had arranged this meeting also.

24. After the Ingredion meeting on April 23, 2014, in Erlanger, Wild expressed his appreciation to Ms. Gunn and promised her compensation for her efforts.

25. On April 24, 2014, Ms. Gunn, Ponder and Wild flew from Erlanger to Teterboro, NJ for meetings with potential buyer IFF and then Ms. Gunn and Wild flew to Cannes, France for a meeting with Mane Flavors on April 25, 2014.

26. A significant part of the preparations for the sale of the business took place in the Erlanger facility that Wild was using as the base of operations in this effort. Ms. Gunn was with Wild at all relevant times, providing counsel, advice and support.

27. The closing of the sale of Wild Flavors to ADM was October 1st, 2014, in Zurich Switzerland. In preparing for sale activities, Ms. Gunn thoroughly read and analyzed the sale agreement and located a power of attorney in the documents for the transaction. Wild had already signed this Power of Attorney without understanding it's importance. The attorney-in-fact named in the Power of Attorney could have used it to divert Wild's funds. Ms. Gunn advised and insisted that Wild attend the closing in person to sign the documents himself as opposed to delegating others to do this through the power of attorney. She then advised Wild to revoke the Power of Attorney and he did.

28. Since Wild, at Ms. Gunn's insistence, attended the closing in person and signed the necessary documents himself, a conspiracy to use the Power of Attorney to divert sales proceeds to themselves and

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other entities including, but not limited to, the German tax authorities was thwarted. Ms. Gunn's advice saved Wild billions of dollars.

29. Wild was elated and on top of the world as the closing went smoothly and according to how Ms. Gunn set it up. Wild was appreciative of Ms. Gunn's advice concerning the Power of Attorney, recognizing that it could have been used to take the sale proceeds from him. At that time, as compensation for her actions, Wild promised Ms. Gunn a "lifetime of unlimited spending for whatever you want to purchase, need or desire, any gifts you want to give, anyone you want to hire or contract with."

30. Wild thanked Ms. Gunn repeatedly for all of her many ideas, the development of the totally unique contracting program that changed the face of the company, Ms. Gunn's supply agreement program, for the design of the world class facility in Erlanger, and for the outstanding and ongoing advice and consultation in all aspects of the business. Wild thanked Ms. Gunn profusely for her creation of the "Wild We Create Great Taste" logo, for her design of the trademark, and her multitude of contributions and outstanding consulting over her decades of service.

31. In return for Ms. Gunn's sage advice, and her contributions to the company and to himself personally, Wild promised her a lifetime of unlimited spending and that she was never to want for a thing. This promise was repeated many times, including while they were in KY staying at her Palmer Court residence. Wild authorized Ms. Gunn to use his credit cards to use at her discretion that he would pay.

32. In the Palmer Court residence on October 19, 2014, Wild restated his oral contract and commitment to Ms. Gunn of a lifetime of unlimited spending. Wild thanked Ms. Gunn for securing their money through the sale of Wild Flavors, Inc. to ADM. Wild told Ms. Gunn "This is where it all started Mouse, and thanks to you this is where it is finalized" and he restated the fact Ms. Gunn would be taken care of by him and would have everything she ever wanted in her lifetime.

33. In the Palmer Court residence at the breakfast table on October 20th, 2014, Wild again thanked Ms. Gunn for her efforts and restated his financial commitment to her. Wild was in a celebrating mood from the time he got up. Throughout the day until the final toast of the evening, Wild thanked Ms. Gunn for all she did to secure his funds from the sale and reiterated his oral contract with Ms. Gunn. Wild reiterated his promise of "a lifetime of unlimited spending" several times at Palmer Court before Wild left for the board meeting in Covington, Kentucky and the beginning of the celebration.

34. Wild and Ms. Gunn went to the Erlanger facility later that day to visit with various employees and managers and spread cheer throughout the facility with a "victory lap." After stopping by her office, Ms. Gunn entered Wild's office and he reiterated his promises after recalling the fact that she was instrumental in concluding the agreement with KKR that facilitated the sale process that no one else was able to, while he was hospitalized in Europe.

35. A celebratory dinner was held in Covington's Metropolitan Club that evening with the ADM board of directors. Wild conducted a champagne toast and lauded Ms. Gunn for all she had done with promises

of everything she ever wanted or desired. Wild promised that if he died first he would ensure his promise to her was kept. Wild commented on Ms. Gunn's excellent "spy out" regarding Freshfields' complete power of attorney over Wild, and her success in preventing the conspiracy with promises of everything she ever wanted or desired for her entire lifetime.

36. On October 21st, 2014, at breakfast in the Palmer Court residence, Wild asked Ms. Gunn what cruise she wanted to go on and what she wanted to buy as a start to fulfilling his promise for a lifetime of unlimited spending. He said he wanted to buy her a unique and expensive gift to seal the deal.

37. Later that same day Wild and Ms. Gunn were again in the Erlanger facility taking another 'victory lap' around the facility. Wild remarked that she had supported the business in many ways, beginning with the exterior and interior design of the Erlanger facility, helping with the build of the facility, the development of the contracting program initiated with SOBE, and all her very profitable beverage developments, in the Erlanger facility. Wild again promised a lifetime of unlimited spending for Ms. Gunn.

38. The relationship between the parties began to deteriorate after the closing, when a third person intervened, diverting Wild's attention.

39. As the long-term relationship between the parties to this case slowly deteriorated in 2015, Wild was determined to treat Ms. Gunn fairly in recognition of all that she had done for him. Ms. Gunn continued to perform professional and personal services for Wild to such an extent that he nicknamed her his "chief general counsel."

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40. As things continued to deteriorate and at Wild's insistence, a written agreement was prepared to properly acknowledge and compensate Ms. Gunn for her many contributions to Wild and his success. Because of all of the oral contracts and agreements Wild had made with Ms. Gunn, they decided the best way to memorialize these agreements, made over decades, was to create a document that would effectively dissolve the relationship and guarantee Ms. Gunn's compensation. Ms. Gunn agreed to discount significantly the amount Wild owed her under their oral contracts, in exchange for the written RSA.

41. The RSA negotiations took at least four months. The tangible wording of the ultimately signed agreement was negotiated over the course of one month. Drafts and corrections were discussed and emailed back and forth. Wild is an experienced businessman and an attorney. He also obtained legal advice for the agreement from his attorney Dr. Georg Maier-Reimer. Both parties had enough time to reconsider the contents and warnings of the contractual RSA as well as to alter and supplement it. Ms. Gunn was not represented by counsel.

42. This document is called the release and settlement agreement — RSA — and was signed on December 21, 2015. The RSA includes Attachment 1.

43. Ms. Gunn has fully performed her obligations under the RSA.

44. Wild has partially performed his obligations under the RSA, including:

- a. Making the substantial payment to Ms. Gunn in paragraph 1.

- b. Partially paying attorney's fees in compliance with paragraph 2.
- c. Complying with the obligations in paragraphs 5, and 10.

45. Wild filed a lawsuit in the Cantonal Court of Zug Switzerland on September 25, 2017 against Ms. Gunn despite paragraph 24 of the RSA which states in part "The parties agree that all terms of this agreement shall not be disputed by either Ms. Gunn or Dr. Wild and his/her estate and heirs . . ." In this lawsuit, Wild accused Ms. Gunn of having misled him about her real intentions and motivations that led him to conclude the RSA and therefore demanded the repayment of the amount of EUR 60 million and other relief.

46. After litigation the Zug Cantonal Court rejected Wild's claims on April 27, 2021 with the exception of EUR 89,927 to be paid to Wild for unauthorized expenses claimed by Ms. Gunn and paid by Wild's employee. That Court characterized Wild's status as a "complete defeat." (p.7 of Court's ruling). The Court assessed costs to Wild and awarded Ms. Gunn compensation of 503,000 Swiss Francs (roughly \$548,270) for attorney fees and litigation expenses.

47. As described herein, Wild followed a course of direct and affirmative action within Kentucky that resulted in a multitude of business transactions in KY. The claims herein asserted against Wild arose from his KY-based conduct. Wild's continuous and systematic actions in KY rendered him and his business dealings "at home" in Kentucky. Wild referred to his Kentucky business as his "crown jewel."

48. Wild purposely availed himself of the privilege of acting in Kentucky and this cause of action arose from Wild's activities in Kentucky.

49. Wild used Kentucky's tax advantages for his personal and his company's benefit.

50. Hans Peter Wild is in breach of the Release and Settlement Agreement (RSA) dated December 21, 2015 and this entitles Plaintiff Lezlie Gunn to compensatory damages, consequential damages, incidental damages, specific performance and other appropriate relief

Wherefore, Plaintiff, Lezlie Gunn, respectively demands the following relief:

- A. Judgment against Hans-Peter Wild for all sums proven by the evidence the Defendant owes the Plaintiff for compensatory, consequential, and incidental damages from unfulfilled commitments in an amount no less than \$55,000,000.
- B. Compensation in an amount proven from the evidence for Ms. Gunn's property stolen or misappropriated by the Defendant.
- C. For a decree of specific performance requiring Defendant to perform his obligations not yet due to be performed.
- D. For a decree of specific performance requiring Defendant to complete his obligations due but not yet performed.
- E. For a decree of specific performance of Defendant's obligations set forth in the "Attachment 1 to the Release and Settlement Agreement"

for sums due Plaintiff following Defendant's death.

F. Any and all relief to which the Plaintiff appears entitled, including her reasonable attorneys' fees and costs of court.

Respectfully submitted,

/s/ Margo L. Grubbs

Margo L. Grubbs Esq. (KBA #27515)
Grubbs & Landry, PLLC
334 Beechwood Road, Suite 503
Ft. Mitchell, KY 41017
Ph: 859-341-2500
Fax: 859-341-2344
margo@grubbslaw.com

Thomas L. Rouse, Esq. (KBA # 60330)
334 Beechwood Road, Suite 550
Ft. Mitchell, KY 41017
Ph: 859-393-3234
tom@thomasrouselaw.com

Attorneys for Plaintiff, Lezlie J. Gunn

EXHIBITS TO COMPLAINT

DECLARATION OF ROB DIXON

I am the owner of Northern Kentucky Investigative Services.

I was hired by Lezlie Gunn to go to the condominium located at 527 Palmer Court, Crestview Hills, Kentucky 41017 to photographs the contents of the condominium.

The condominium located at 527 Palmer Court, Crestview Hills, Kentucky is inhabited. There were several articles of men's clothing and embroidered shirts embroidered with HPW (Hans-Peter Wild) hanging in the closet of the condominium. (See Photographs attached as Exhibit 1 hereto).

There were drawers filled with men's clothing and photographs of Hans-Peter Wild located inside the condominium. (Please see Photograph of Hans-Peter Wild attached as Exhibit 2).

There were various documents on the office desk located inside the condominium with Dr. Hans-Peter Wild's typed signature block on said documents.

There were packages inside the condo addressed to Wild Flavors, Inc.

/s/ Rob Dixon

9/9/2021

Date

PLAINTIFF'S EXHIBIT 1

NORTHERN KENTUCKY INVESTIGATIVE SERVICES
Photographs Taken: August 17, 2021

Re:Ponder File
Attention: Margo L. Grubbs, Attorney at Law



These photographs depict an interior view of 527 Palmer Court, Crestview Hills, Kentucky 41017, looking at photographs that were positioned on the counter-top in the kitchen.

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PLAINTIFF'S EXHIBIT 2



These photographs depict an interior view of 527 Palmer Court, Crestview Hills, Kentucky 41017, looking into the closets, within the bedrooms located in the lower level of the condominium.

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These photographs depict an interior view of 527 Palmer Court, Crestview Hills, Kentucky 41017, looking into the closets, within the bedrooms located in the lower level of the condominium.

