

Amanda F. Esch (6-4235)  
Cole L. Gustafson (7-6070)  
Davis & Cannon, LLP  
40 South Main Street  
P.O. Box 728  
Sheridan, WY 82801  
(307) 672-7491  
*amanda@davisandcannon.com*  
*cole@davisandcannon.com*

*Counsel for Plaintiff*



**2024-792279** 5/31/2024 10:12 AM PAGE: 1 OF 18  
FEES: \$63.00 PK LIS PENDENS  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
WITHIN AND FOR THE COUNTY OF SHERIDAN, STATE OF WYOMING

IAN WELLES, an individual,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 2024-CV-0000123
	)	
JASON WATTS, an individual, and	)	
WW LAND GROUP, LLC, a Wyoming	)	
limited liability company,	)	
	)	
Defendants.	)	

---

**NOTICE OF LIS PENDENS**

---

TO WHOM IT MAY CONCERN:

Pursuant to WYO. STAT. ANN. §§ 1-6-106 et seq., as amended and other applicable law, NOTICE IS HEREBY GIVEN that the above-entitled action is now pending in which the Plaintiff, Ian Welles, has alleged claims against Defendants, Jason Watts and WW Land Group, LLC, for breach of fiduciary duties, professional negligence, intentional interference with a prospective



economic relation, and breach of the duty of good faith and fair dealing. The object of the action is more particularly described in the Complaint, attached hereto as **Exhibit 1**.

NOTICE IS FURTHER GIVEN that the real property affected in the above-entitled action is more particularly described in Exhibit A in that Warranty Deed recorded on May 13, 2024, as Document No. 2024-791948, to wit:

**Township 54 North, Range 81 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming**

**Section 22: SE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$**

**Section 23: SW $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$**

**Section 26: W $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$**

**Section 27: E $\frac{1}{2}$ NE $\frac{1}{4}$**

Excepting, however, that real property (+/-121 acres) more particularly in Exhibit A in that Warranty deed recorded on May 20, 2024, as Document No. 2024-792070, to wit:

**A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) OF SECTION 22, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) OF SECTION 23, THE EAST HALF OF THE NORTHEAST QUARTER (E $\frac{1}{2}$ NE $\frac{1}{4}$ ) OF SECTION 27 AND THE WEST HALF OF THE NORTHWEST QUARTER (W $\frac{1}{2}$ NW $\frac{1}{4}$ ) OF SECTION 26, TOWNSHIP 54 NORTH, RANGE 81 WEST OF THE 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, LYING WEST OF COAL CREEK ROAD (AKA COUNTY ROAD NO. 195) RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**



COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE N 64°48'49" W, 1450.27 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) OF SECTION 22 AND THE POINT OF BEGINNING OF SUBJECT TRACT; THENCE N 88°05'32" E, 2639.75 FEET TO THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF SAID COAL CREEK ROAD; THENCE ALONG SAID WEST R.O.W. LINE S 33°47'16" W, 60.39 FEET; THENCE ALONG SAID WEST R.O.W. LINE S 39°34'55" W, 134.29 FEET; THENCE ALONG SAID WEST R.O.W. LINE THROUGH A CURVE TO THE LEFT HAVING A RADIUS OF 445.70 FEET, AN ARC LENGTH OF 344.96 FEET, A CHORD OF S 15°23'21" W, 336.42 FEET AND A DELTA OF 44°20'43.14"; THENCE ALONG SAID WEST R.O.W. LINE S 09°25'55" E, 64.32 FEET; THENCE ALONG SAID WEST R.O.W. LINE THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 331.35 FEET, AN ARC LENGTH OF 269.01 FEET, A CHORD OF S 12°49'23" W, 261.68 FEET AND A DELTA OF 46°30'58.93"; THENCE ALONG SAID WEST R.O.W. LINE S 40°58'34" W, 70.90 FEET; THENCE ALONG SAID WEST R.O.W. LINE THROUGH A CURVE TO THE LEFT HAVING A RADIUS OF 939.15 FEET, AN ARC LENGTH OF 284.31 FEET, A CHORD OF S 30°46'31" W, 283.23 FEET AND A DELTA OF 17°20'43.27"; THENCE ALONG SAID WEST R.O.W. LINE S 20°26'03" W, 118.50 FEET; THENCE ALONG SAID WEST R.O.W. LINE THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 316.36 FEET, AN ARC LENGTH OF 173.76 FEET, A CHORD OF S 39°19'18" W, 171.59 FEET AND A DELTA OF 31°28'12.41"; THENCE ALONG SAID WEST R.O.W. LINE S 52°49'03" W, 157.23 FEET; THENCE ALONG SAID WEST R.O.W. LINE THROUGH A CURVE TO THE LEFT HAVING A RADIUS OF 460.51 FEET, AN ARC LENGTH OF 163.67 FEET, A CHORD OF S 39°01'49" W, 162.81 FEET AND A DELTA OF 20°21'46.76"; THENCE ALONG SAID WEST R.O.W. LINE S 29°03'43" W, 105.45 FEET; THENCE ALONG SAID WEST R.O.W. LINE THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 361.77 FEET, AN ARC LENGTH OF 115.80 FEET, A CHORD OF S 37°39'53" W, 115.31 FEET AND A DELTA OF 18°20'24.85"; THENCE ALONG SAID WEST R.O.W. LINE S 48°53'41" W, 150.62 FEET; THENCE ALONG SAID WEST R.O.W. LINE S 45°00'29" W, 200.93 FEET; THENCE ALONG SAID WEST R.O.W. LINE THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 508.04 FEET, AN ARC LENGTH OF 185.49 FEET, A CHORD OF S 58°24'02" W, 184.46 FEET AND A DELTA OF 20°55'42.92"; THENCE ALONG SAID WEST R.O.W. LINE S 70°53'45" W, 145.71 FEET; THENCE ALONG SAID WEST R.O.W. LINE THROUGH A CURVE TO THE LEFT HAVING A RADIUS OF 662.23 FEET, AN ARC LENGTH OF 311.24 FEET, A CHORD OF S 55°32'53" W, 308.39 FEET AND A DELTA OF 26°55'42.20"; THENCE ALONG SAID WEST R.O.W. LINE S 36°39'58" W, 213.35 FEET; THENCE ALONG SAID WEST R.O.W. LINE THROUGH A CURVE TO THE LEFT HAVING A RADIUS OF 528.47 FEET, AN ARC LENGTH OF 321.40 FEET, A CHORD OF S 19°28'15" W, 316.47 FEET AND A DELTA OF 34°50'42.42"; THENCE ALONG SAID WEST R.O.W. LINE S 00°26'20" E, 448.25 FEET; THENCE ALONG SAID WEST R.O.W. LINE S 05°36'24" E, 118.57 FEET TO THE SOUTH LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER (E $\frac{1}{2}$ NE $\frac{1}{4}$ ) OF SECTION 27; THENCE S 88°42'43" W, 666.19 FEET ALONG SAID SOUTH LINE TO THE CENTER EAST 1/16<sup>th</sup> CORNER OF SECTION 27; THENCE N 00°23'34" W, 1319.25 FEET ALONG THE WEST LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER (E $\frac{1}{2}$ NE $\frac{1}{4}$ ) TO THE NORTHEAST 1/16<sup>th</sup> CORNER OF SECTION 27; THENCE N 00°11'22" W, 1320.43 FEET ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER (W $\frac{1}{2}$ NE $\frac{1}{4}$ ) TO THE EAST 1/16<sup>th</sup> CORNER OF SAID SECTIONS 22 AND 27, THENCE N 00°58'37" E, 625.42 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) OF SECTION 22 TO THE POINT OF BEGINNING.



DATED this 30<sup>th</sup> day of May, 2024.

DAVIS & CANNON, LLP

*Cole Gustafson*

Amanda F. Esch (WSB # 6-4235)  
 Cole L. Gustafson (WSB # 7-6070)  
 40 South Main Street  
 P.O. Box 728  
 Sheridan, WY 82801  
 307-672-7491 (telephone)  
 307-672-8955 (facsimile)  
 amanda@davisandcannon.com  
 cole@davisandcannon.com

*Counsel for Plaintiff*

I, Cole L. Gustafson, being first duly sworn, state that I represent the Plaintiff in the above-entitled matter and hereby swear that on the 29<sup>th</sup> day of May, 2024, a Complaint was filed in the Fourth Judicial district Court that involves the title and/or ownership of the above-described property, and a potential decree, judgment, or order could be issued that could modify and affect the title to such property.

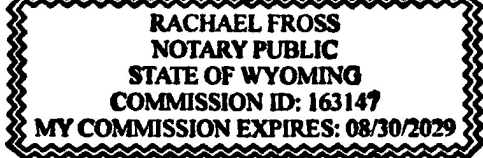
*Cole Gustafson*

Cole L. Gustafson

STATE OF WYOMING       )  
   ) ss.  
 County of Sheridan       )

The foregoing instrument was subscribed and sworn to before me by Cole L. Gustafson this 30<sup>th</sup> day of May, 2004.

WITNESS my hand and official seal.



*[Signature]*  
 Notary Public

My Commission expires: 8-30-29



WY Sheridan County District Court  
4th JD  
May 29 2024 11:59AM  
Unassigned  
73256897

**FILED**



**FILED**

05/29/2024

2024-CV-0000123

Filed By: Glenda Brown



**2024-792279** 5/31/2024 10:12 AM PAGE: 5 OF 18  
FEES: \$63.00 PK LIS PENDENS  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Amanda F. Esch (6-4235)  
Cole L. Gustafson (7-6070)  
Davis & Cannon, LLP  
40 South Main Street  
P.O. Box 728  
Sheridan, WY 82801  
(307) 672-7491  
[amanda@davisandcannon.com](mailto:amanda@davisandcannon.com)  
[cole@davisandcannon.com](mailto:cole@davisandcannon.com)

*Counsel for Plaintiff*

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
WITHIN AND FOR THE COUNTY OF SHERIDAN, STATE OF WYOMING

IAN WELLES, an individual,

Plaintiff,

v.

JASON WATTS, an individual, and  
WW LAND GROUP, LLC, a Wyoming  
limited liability company,

Defendants.

Civil Action No. \_\_\_\_\_

**COMPLAINT**



COMES NOW Plaintiff, Ian Welles (“Welles”), by and through his undersigned counsel, Davis & Cannon, LLP, and for his Complaint against Defendants, Jason Watts (“Watts”) and WW Land Group, LLC (“WW Land Group”), states and alleges as follows:

**NATURE OF THE ACTION**

1. Like with other professionals, “[p]eople rely on and trust” real estate agents. *Hagar v. Mobley*, 638 P.2d 127, 138 (Wyo. 1981). So, at a minimum, real estate agents should “refrain from taking advantage of a client . . . .” *Id.* at 138 n.6 (citation omitted).

2. But here, finding a business deal he could not resist, a licensed real estate agent and broker did just that. Competing with his client, he purchased for his own entity real property his client sought to acquire. The law holds—and should continue to hold—real estate professionals to a higher standard.

**PARTIES**

3. Welles is an individual who resides and is domiciled in Johnson County, Wyoming.

4. Watts is a real estate agent, responsible broker, and individual who, upon information and belief, resides and is domiciled in Wyoming.

5. WW Land Group is a limited liability company organized under Wyoming law, its principal office and principal place of business are in Johnson County, Wyoming, and Watts is a member of WW Land Group and serves as its registered agent.

**JURISDICTION AND VENUE**

6. The amount in controversy exceeds \$50,000, and this Court thus has subject-matter jurisdiction under Article 5, Section 10 of the Wyoming Constitution.

7. This Court has personal jurisdiction (general and specific) over Watts and WW Land Group under Wyoming Statute § 5-1-107 because, among other things,



- a. Upon information and belief, Watts is domiciled in Wyoming;
- b. WW Land Group is a Wyoming limited liability company organized under Wyoming law, and its principal office and place of business are in Johnson County, Wyoming;
- c. Watts and WW Land Group purposefully directed tortious action toward Wyoming, injuring Welles in the process; and
- d. All Defendants have minimum contacts with this jurisdiction.

8. Venue is proper in this Court under Wyoming Statute §§ 1-5-101(a)(i), 108, given (i) that at least one Defendant resides in or may be summoned to Sheridan County, Wyoming; and (ii) that this is an action “[f]or the recovery of real property, or of an estate or interest therein,” located in Sheridan County, Wyoming.

#### **FACTS COMMON TO ALL CLAIMS**

9. Before forming WW Land Group, Watts worked for multiple real estate entities, including 307 Real Estate LLC (“307 Real Estate”) and Clark & Associates Land Brokers, LLC.

10. While working for 307 Real Estate, Watts became a buyer’s agent for Welles and his wife.

11. Specifically, on August 18, 2020, Welles and his wife signed an “Exclusive Right-to Buy Contract (Buyer Agency)” with “Jason Watts of 307 Real Estate” (“Buyer Agency Agreement”).

12. Among other things, the Buyer Agency Agreement provided that Watts would be the Welleses’ “exclusive agent” for purposes of purchasing real property in “Johnson and Sheridan County[,] Wyoming.”

13. The term of the Buyer Agency Agreement ran from August 18, 2020, until February 18, 2021.

14. As Welles' buyer's agent, Watts attained sensitive information about Welles, including information about Welles' finances.

15. Watts proposed that Welles sign an additional buyer agency agreement on May 6, 2022, but that new agreement was never executed.

16. After the termination of the Buyer Agency Agreement, even though they had no written agreement, Watts continued to work as Welles' buyer's agent, with Welles relying on Watts and WW Land Group's opinion on properties throughout Wyoming and Montana.

17. For example, Watts and Welles physically met in Basin, Wyoming, over the winter of 2023–2024 to look at property that had been identified by Watts as a potential purchase prospect for Welles.

18. Although Welles ultimately did not purchase the Basin property, Watts showed it to Welles and offered his professional opinions about the property.

19. Watts spent hours and drove hundreds of miles to review other properties and determine their feasibility for Welles.

20. On February 6 or 7, 2024, Welles instructed Watts to begin looking for land for sale east of Sheridan, Wyoming—specifically, property near Clearmont, Wyoming.

21. On February 8, 2024, Watts called Welles to provide information about a 600-acre tract of ranch land for sale at 167 Coal Creek Road, Clearmont, WY 82835 ("Coal Creek Property").

22. Watts discovered the Coal Creek Property because he was searching for property east of Sheridan at Welles' request.



23. At 7:47 a.m. on February 8, 2024, Watts texted to Welles the listing information for the Coal Creek Property.

24. After Welles had examined the listing information, Welles and Watts had several telephone conferences about the Coal Creek Property.

25. Watts informed Welles that Watts was in Farson, Wyoming, and thus would not be able to view the property that day.

26. Nonetheless, by the middle of the day on February 8, 2024, Welles told Watts that he was interested in potentially purchasing the Coal Creek Property.

27. Welles cleared his afternoon schedule so that he could drive by the Coal Creek Property.

28. At 2:39 p.m., Watts e-mailed to Welles a copy of the Multiple Listing Service (“MLS”) Sheet for the Coal Creek Property.

29. The Coal Creek Property was listed for \$880,000, which Watts and Welles agreed was a reasonable price.

30. In a text, Watts stated that the Coal Creek Property was “priced super low.”

31. Welles told Watts that he would act quickly if he decided to make an offer and that the offer would be an all-cash offer.

32. Welles also conveyed to Watts sensitive personal information about Welles’ past business relationship with the sellers.

33. While Welles was driving to see the Coal Creek Property, Watts called Welles around 3–4 p.m., disclosing, in an abrupt turn of events, that had decided he was interested in the Coal Creek Property for *himself or his father*, Neal Watts.



34. Watts stated that he was between “a rock and hard place,” given his conflicting allegiances.

35. Welles was still interested in the Coal Creek Property after the drive-by, and he informed a different agent, Wendy Greenough, of the situation.

36. Ms. Greenough made an appointment with the listing agent to view the Coal Creek Property.

37. On February 10, 2024, Welles’ wife and Ms. Greenough met with the listing agreement for the formal showing.

38. The listing agent stated that all offers would be presented to, and considered by, the seller at noon on Monday, February 12.

39. On February 11, 2024, Welles and his wife decided to present a full-price cash offer.

40. However, before Welles and his wife could submit their offer, they learned from the listing agent that the sellers had decided *not* to wait until February 12 to consider offers; instead, they had accepted another full-price, cash offer.

41. Upon information and belief, the sellers changed their minds because Watts encouraged them to do so after disclosing Welles’ identity to them.

42. Welles and his wife presented a back-up offer via Welles’ company, HIP Investments, LLC, and the sellers accepted the back-up offer.

43. But Watts’ offer, submitted on behalf of his father, Neal Watts, had been accepted by the sellers and was first in line.

44. On February 12, 2024, Watts and Welles spoke, and Watts informed Welles that the Coal Creek Property was under contract.

45. Yet then, a month later (on March 12, 2024), Watts sent an e-mail to Welles, stating that “Neal Watts has decided not to pursue the 600 acres on Coal Creek.”

46. Watts explained that “a new Assigns” could purchase the Coal Creek Property by paying Neal Watts \$10,000 (representing \$10,000 in earnest money Neal Watts had already posted) and assuming “the same terms” that had been “[acc]epted by the sellers.”

47. Remarkably, Watts stated that he could now “represent [Welles] as a customer” and that “WW Land Group w[ould] receive the commission from the transaction . . . .”

48. On March 12, 2024, Watts submitted to Welles a proposed brokerage disclosure form identifying himself not as a buyer’s agent, but as a broker with “no intermediary or agency relationship.”

49. The form provided, “A Broker working with a customer shall owe no duty of confidentiality to a customer.”

50. Watts made this belated disclosure more than a month after Welles had discussed the Coal Creek Property with Watts, analyzed its pricing with Watts, and conveyed other confidential information to Watts.

51. Given that Welles was now working with Ms. Greenough and that Watts had undermined Welles once before, Welles understandably did not agree to Watts’ proposal.

52. Upon information and belief, because Welles did not agree to Watts’ proposal, Neal Watts assigned his rights to buy the Coal Creek Property to WW Land Group.

53. On May 13, 2024, a Warranty Deed (2024-791948) was recorded, conveying title to the Coal Creek Property to WW Land Group.

54. On May 20, 2024, WW Land Group sold 121 acres of the 600 acres to a third-party purchaser.



55. WW Land Group retains 479 of the original 600 acres that originally constituted the Coal Creek Property.

**CLAIM I: BREACH OF FIDUCIARY DUTIES**

**(AGAINST ALL DEFENDANTS)**

56. Welles incorporates by reference all facts and allegations set forth above as though fully set forth herein.

57. A buyer's agent has an obligation "[t]o promote the interests of the buyer with the utmost good faith, loyalty and fidelity . . . ." WYO. STAT. ANN. § 33-28-304(a)(iii).

58. Further, a buyer's agent must "exercise reasonable skill and care for the buyer" and not disclose "[a]ny material information about the buyer unless disclosure is required by law or failure to disclose the information would constitute fraud or dishonest dealing." *Id.* § 304(a)(ii), (b)(iv).

59. The Wyoming Supreme Court has explained that the buyer-agent "relationship is governed by the rules of law applicable to principal and agent which impose the same obligations on the realtor as are imposed upon a trustee in favor of his beneficiary." *Hagar*, 638 P.2d at 138 n.6 (citation omitted).

60. "If an agent receives anything as a result of his violation of a duty of loyalty to the principal, he is subject to a liability to deliver it, its value, or its proceeds, to the principal." RESTATEMENT (SECOND) OF AGENCY § 403 (AM. LAW INST. 1958). This rule applies when an "agent competes with the principal, as where he purchases things for himself to which, as between himself and the principal, the principal is entitled . . . ." *Id.* cmt. a. A constructive trust is available in that context. *See* RESTATEMENT (FIRST) OF RESTITUTION § 194(1) (AM. LAW INST. 1937) ("A fiduciary who purchases from a third person for himself individually property which it is his duty





to purchase for the beneficiary holds it upon a constructive trust for the beneficiary.”); *id.* § 199 cmt. b (similar).

61. Here, Watts (and WW Land Group) was Welles’ buyer’s agent because, among other things,

- a. Welles signed a Buyer Agency Agreement and continued to perform consistent with that Buyer Agency Agreement (even after its terms had expired);
- b. Welles and Watts traveled to look at property in Basin, Wyoming;
- c. Welles asked Watts to search for property east of Sheridan, and the Coal Creek Property is east of Sheridan;
- d. Watts acted under Welles’ direction, texting Welles at 7:47 a.m. on February 8, 2024, about the Coal Creek Property;
- e. Watts sent Welles a link to the Coal Creek Property and an MLS fact sheet about the Coal Creek Property;
- f. Watts and Welles had discussions about the reasonableness of the listing price;
- g. Watts was aware of Welles’ ability to make a full cash offer, and;
- h. Welles conveyed sensitive information about the transaction and Welles’ past relationship with the seller to Watts.

62. Based on the above circumstances and the Parties’ course of dealings, Watts and WW Land Group manifested their consent to Welles that they would act on his behalf and subject to his control, and Welles so agreed, meaning that the Parties had created an agency relationship.



63. Watts and WW Land Group breached the fiduciary duties they were under as an agent by, among other things,

- a. Competing with Welles in buying the Coal Creek Property and otherwise failing to protect Welles' interests;
- b. Using confidential and sensitive information concerning Welles to undermine Welles; and
- c. Failing to take proper measures to disclose the nature of the agency relationship before taking substantial steps related to purchasing the Coal Creek Property.

64. Watts and WW Land Group's breaches of their fiduciary duties directly and proximately caused Welles to suffer damages.

65. Welles is entitled to a recovery and damages in an "amount which will compensate for all the detriment proximately caused by the breach of duty." *Hagar*, 638 P.2d at 139 (citation omitted), including lost profits or proceeds Welles would have received had he been permitted to buy the Coal Creek Property.

66. Welles is also entitled to equitable relief in the form of delivery of the remaining 479 acres and a constructive trust vis-à-vis the remaining 479 acres.

## **CLAIM II: PROFESSIONAL NEGLIGENCE**

### **(AGAINST ALL DEFENDANTS)**

67. Welles incorporates by reference all facts and allegations set forth above as though fully set forth herein.

68. Real estate professionals are subject to claims for "professional negligence" when they breach "the duty of care owed . . . to parties when acting as seller's, buyer's or intermediary

agents.” *Throckmartin v. Century 21 Top Realty*, 2010 WY 23, ¶ 19, 226 P.3d 793, 806 (Wyo. 2010) (citations omitted).

69. As a licensed real estate agent and responsible broker, Watts (and WW Land Group) owed a professional duty to exercise reasonable skill, prudence, and diligence.

70. Watts and WW Land Group breached their professional duties by failing to clarify the nature of their relationship with Welles before engaging in substantial discussions regarding the Coal Creek Property, *see* WYO. STAT. ANN. § 33-28-306(a), by undercutting Welles and purchasing the Coal Creek Property for WW Land Group, by potentially driving up the price of the Coal Creek Property, by improperly disclosing confidential information, and by otherwise failing to comply with their professional duties.

71. Watts and WW Land Group’s breaches of fiduciary duties proximately caused Welles to suffer damages by the loss of the Coal Creek Property and all profits or proceeds that could have been derived therefrom.

**CLAIM III: INTENTIONAL INTERFERENCE  
WITH A PROSPECTIVE ECONOMIC RELATION**

**(AGAINST ALL DEFENDANTS)**

72. Welles incorporates by reference all facts and allegations set forth above as though fully set forth herein.

73. Under the RESTATEMENT (SECOND) OF TORTS § 766B (AM. LAW INST. 1979),

One who intentionally and improperly interferes with another’s prospective contractual relation (except a contract to marry) is subject to liability to the other for the pecuniary harm resulting from loss of the benefits of the relation, whether the interference consists of

- (a) inducing or otherwise causing a third person not to enter into or continue the prospective relation or
- (b) preventing the other from acquiring or continuing the prospective relation.



74. “The relations protected against intentional interference by the rule stated in this Section include any prospective contractual relations . . . . Included are interferences with . . . the opportunity of selling or buying land . . . .” *Id.* cmt. c.

75. Welles had a valid business expectancy, considering that he had a chance to buy land—after all, he presented a full-price cash offer, and his back-up offer was accepted by the seller.

76. Watts knew of the business expectancy, given that Watts disclosed the Coal Creek Property to Welles but ultimately purchased the Coal Creek Property for his own brokerage, WW Land Group.

77. Watts and WW Land Group intentionally and improperly interfered with Welles’ business expectancy by undercutting Welles to purchase the Coal Creek Property through various breaches of fiduciary duties.

78. Watts and WW Land Group competed with Welles with the motive of capitalizing on a business opportunity they should have provided to their client.

79. Watts and WW Land Group’s intentional and improper interference proximately caused Welles to lose his prospective business relationship—namely, his ability to purchase the Coal Creek Property—and this loss was a foreseeable consequence of their misconduct.

80. Welles has suffered damages by the loss of the Coal Creek Property and all profits or proceeds that could have been derived therefrom.

**CLAIM IV: BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

**(AGAINST ALL DEFENDANTS)**

81. Welles incorporates by reference all facts and allegations set forth above as though fully set forth herein.



82. “Every contract, duty or relationship within this article, including intermediary or customer relationships, imposes an obligation of good faith and fair dealing in its performance or enforcement.” WYO. STAT. ANN. § 33-28-302(g).

83. Watts and WW Land Group breached the duty of good faith and fair dealing by, among other things, competing with Welles in purchasing the Coal Creek Property, by using confidential and sensitive information about Welles to undermine his ability to buy the Coal Creek Property, and by failing to clarify the nature of their relationship with Welles.

84. As a direct and proximate result of Watts and WW Land Group’s breaches of the duty of good faith and fair dealing, Welles has been damaged by the loss of the Coal Creek Property and all profits and proceeds that could have been derived therefrom.

**PRAYER FOR RELIEF**

WHEREFORE, Welles respectfully requests the following relief:

- A. Judgment holding the Defendants jointly and severally liable;
- B. Delivery of the remaining 479 acres to Welles via a warranty deed;
- C. An award of the proceeds of the sale of the 121 acres that were formerly part of the Coal Creek Property;
- D. An award of damages in an amount to be proven at trial;
- E. An award of prejudgment and post-judgment interest as allowed by law;
- F. An award of reasonable costs to the extent allowed by law or equity;
- G. Restitution for Defendants’ interference with Welles’ prospective economic relation;
- H. Disgorgement of any benefit that Defendants received through their tortious conduct;



I. Equitable relief enjoining each Defendant, and all other persons participating or acting in concert with them, from transferring or disposing the Coal Creek Property; and

J. For such other and further relief as the Court deems just and equitable.

DATED this 29th day of May, 2024.

DAVIS & CANNON, LLP

/s/Amanda F. Esch

Amanda F. Esch (WSB # 6-4235)

Cole L. Gustafson (WSB # 7-6070)

40 South Main Street

P.O. Box 728

Sheridan, WY 82801

307-672-7491 (telephone)

307-672-8955 (facsimile)

*amanda@davisandcannon.com*

*cole@davisandcannon.com*

*Counsel for Plaintiff*

**NO. 2024-792279 LIS PENDENS**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

DAVIS & CANNON LLP P O BOX 728

SHERIDAN WY 82801