

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT  
3. Contract

Mark W. Peterson Law Office, )  
)  
Plaintiff, )

vs. )

**COMPLAINT**

Denny Hecker’s Automotive Group, Inc. )  
Denny Hecker’s Inver Grove Toyota, )  
Northstate Financial Corporation, Inc., )  
and d/b/a Olympic Sales and Leasing, )  
Denny Hecker’s Southview Chevrolet, )  
Denny Hecker’s Stillwater Cadillac Pontiac )  
GMC, d/b/a Stillwater Cadillac, )  
Rosedale Leasing, )  
Rosedale Dodge, )  
Walden Fleet Sales Group, Inc. )  
)  
Defendants. )

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Plaintiff, Mark W. Peterson Law Office (hereinafter: Peterson), for its causes of action against the above-named defendants, states and alleges as follows.

**FACTS COMMON TO ALL CAUSES OF ACTION**

1.

Mark W. Peterson Law Office is a sole proprietorship, with offices at Suite 150, 5200 Willson Rd., Minneapolis, MN 55424. Its sole member is Mark W. Peterson, who is an attorney licensed to practice in the State of Minnesota and before this Court.

2.

Denny Hecker Automotive Group, Inc. (DHAG) is a corporation registered in the State of Minnesota, located at 500 Ford Rd., Minneapolis, MN 55426. At all times relevant herein, it was the umbrella corporation for 23 automotive dealerships and other related businesses in the State of Minnesota. These dealerships included defendants Inver Grove Toyota, Southview Chevrolet and Stillwater Cadillac (hereinafter: Hecker dealers). DHAG performed various functions for all

of the dealerships under its control, including but not limited to general management, training, human resources, insurance, payroll, internet technology and the like. In addition, DHAG provided management services for Rosedale Leasing, Rosedale Dodge and Walden Fleet Sales (hereinafter: the related entities).

3.

The Hecker dealers (dealership defendants) were engaged in the sale and servicing of new and used automobiles. Defendants Northstate Financial Corporation and Olympic Sales and Leasing were involved in the wholesale purchase and sale of used automobiles on behalf of DHAG. Rosedale Leasing, Rosedale Dodge and Walden Fleet Sales were engaged in fleet leasing services.

4.

Beginning in approximately January, 2006, Peterson entered an agreement with DHAG and the Hecker dealers and related entities. The agreement provided, in essence, that Peterson would perform legal services and give legal advice upon request in return for payment of fees and expenses by DHAG, the Hecker dealers and related entities. It was further agreed that Peterson would provide representation at a reduced hourly rate (\$250.00 per hour) instead of his regular hourly rate (\$400.00 per hour) because of the anticipated volume of business.

5.

Peterson performed legal work without incident from 2006 through approximately April, 2009. There were no complaints of any kind about Peterson's representation, and DHAG, the Hecker dealers and related entities always paid their bills.

6.

Beginning in early 2009, general economic conditions and other factors led to decreased sales in the automotive industry. The Hecker dealers fell victim to the general malaise of the automotive industry, and it became increasingly difficult to meet many of their financial obligations.

7.

Despite the state of the economy in general and the automotive industry in particular, DHAG and the Hecker dealers and related entities continued to request representation from Peterson. In particular, Dennis E. Hecker, the chairman of DHAG, directed Peterson to commence litigation on behalf of DHAG or its subsidiaries against various individuals with

whom he had previous business relationships and whom Hecker claimed owed him money. Peterson continued to pursue the legal interests of DHAG and the Hecker dealers and related entities.

8.

In November, 2008, all of the Hecker dealerships, including the named defendants, began to experience severe economic difficulties. These economic difficulties resulted in defendants Southview Chevrolet and Inver Grove Toyota being sold, and defendant Stillwater Cadillac was closed.

9.

DHAG assumed all of the legal obligations of the closed or sold dealerships, and continued to operate the remaining entities in the normal course of business.

10.

Peterson was told that DHAG would assume responsibility for payment of his bills for legal services and expenses, and he continued, in good faith, to provide representation.

11.

On May 6, 2009, Peterson sent to DHAG's controller the monthly Statement for fees and expenses, attached hereto as Exhibit A and by reference made a part hereof. Peterson's statements were always submitted around the first of the month, and were usually paid in a timely fashion. All fees and expenses reflected on the Statement have been earned or incurred.

12.

Peterson's Statement was forwarded to Erik P. Dove, vice-chairman of DHAG for further action, but Dove apparently took no action. None of the defendants has had any contact with Peterson since that time and no part of the Statement has been paid.

#### COUNT I: BREACH OF CONTRACT

13.

Peterson re-states and re-alleges paragraphs 1-12 as if fully set forth herein.

14.

DHAG and the Hecker dealers and related entities breached their contract with Peterson by failing to pay legal fees and expenses which had been earned and paid.

15.

As a result of DHAG's and the Hecker dealers' and related entities' breach of the contract with Peterson, Peterson has incurred damages in the amount of \$39,756.89, and will incur further damages for attorney fees and expenses in the future as a result of the necessity of prosecuting this lawsuit.

COUNT II: UNJUST ENRICHMENT

16.

Peterson restates and realleges paragraphs 1 through 15, as if fully set forth herein.

17.

DHAG and the Hecker dealers and related entities have requested and received the legal services and expenses performed by Peterson to date, and Peterson has not been fully paid the amounts due under the terms of the contract.

18.

DHAG and the Hecker dealers and related entities have been unjustly enriched in at least the amount of \$39,756.89,

COUNT III: STATEMENT OF ACCOUNT

19.

Peterson restates and realleges paragraphs 1 through 18, as if fully set forth herein.

20.

DHAG and the Hecker dealers and related entities owe Peterson at least the amount of \$39,756.89 according to their account with Peterson.

WHEREFORE, Peterson requests that the Court:

1. Grant judgment in its favor in the current amount of \$39,756.89 against the defendants;
2. Grant judgment in the amount to be determined at the conclusion of the matter for additional fees and expenses, as well as costs and disbursements; and
3. Such other and further relief as the Court may deem just and equitable.

Dated this \_\_\_\_ day of June, 2009.

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ATTORNEY PRO SE

ACKNOWLEDGEMENT

The undersigned hereby acknowledges that costs, disbursements and reasonable attorney and witness fees may be awarded to the opposing party pursuant to Minn. Stat. §549.211.

Dated this \_\_\_\_ day of June, 2009.

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Mark W. Peterson

