

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT
CASE TYPE: Contract

Acme Home & Garden, LLC,

File No. _____

Plaintiff,

COMPLAINT

v.

John Doe,

Defendant.

**COMES NOW, ACME HOME & GARDEN, LLC, AS AND FOR ITS COMPLAINT,
AGAINST JOHN DOE, STATES AND ALLEGES AS FOLLOWS:**

PARTIES

1. Acme Home & Garden, LLC (“Acme”) is a Minnesota limited liability company located at 8723 Independent Lane, in the city of Minneapolis, county of Hennepin, and state of Minnesota.
2. Defendant John Doe is an individual residing at 1521 NW 17th Street in Pleasantville, Minnesota.

FACTS

3. Acme is a limited liability company organized under the laws of Minnesota, engaged in the business of gardening, landscaping, lawn care, lawn arrangement, and lawn sculpting.

4. On April 16, 2010, Defendant contacted Acme for a consultation. Representatives of Acme came to Defendant's house that afternoon.
5. Defendant and Acme's representatives discussed services that Acme could provide to Defendant.
6. Acme's representatives described to Defendant Acme's Gold Package. The Gold Package includes customized installation of sod, sculpted shrubbery, rock arrangements, a garden, and a small pond. Acme's representatives quoted Defendant a price of \$90,000 for all supplies and labor.
7. Defendant agreed to pay Acme \$90,000 for the Gold Package. Defendant agreed to pay \$20,000 upon the formation of a contract and \$70,000 upon completion of the work. Acme agreed to complete the work by April 30, 2010.
8. Defendant and Acme signed a written contract on April 16, 2010.
9. Acme commenced performance of the contract on April 19, 2010. Acme's landscapers arrived at Defendant's property at 9:00 a.m. on that morning to begin work.
10. Defendant refused to allow Acme's landscapers to begin at that time. Defendant told the landscapers that they could not begin their work until 11:00 a.m. on any day of the week.
11. Acme's landscapers called Acme's main office for guidance. Sheila Johnson, Acme's manager, telephoned Defendant to discuss the situation. Defendant was unreasonably angry and refused to discuss the situation. He told Ms. Johnson only that work was not to begin until 11:00 a.m. on any day of the week and hung up on her.
12. Ms. Johnson instructed the landscapers not to begin work until 11:00 a.m.
13. On April 20, 2010, Acme's landscapers arrived at Defendant's property at 9:00 a.m. to begin work. Defendant emerged from the house and yelled at the landscapers to get off of his

property and not return until 11:00 a.m. Defendant stated that if the landscapers arrived before 11:00 a.m. again, they would be sorry.

14. The landscapers again called Acme's manager, Ms. Johnson, for guidance. Ms. Johnson instructed the landscapers not to begin work until 11:00 a.m. on that or any other day.

15. Ms. Johnson then telephoned Defendant to discuss the situation. Defendant was irate and would not listen. Ms. Johnson attempted to explain that Acme would not be able to finish Defendant's Gold Package by April 30 unless its workers began at 9:00 a.m. on each day. Defendant told Ms. Johnson that he did not care, and that the work had better be completed on time. Defendant then told Ms. Johnson not to bother him again and hung up.

16. Thereafter, Acme's landscapers arrived at Defendant's residence at 11:00 each weekday morning to conduct their work.

17. By April 30, because work began later than anticipated each day, the Gold Package was not completed.

18. At around 5:00 p.m. on April 30, Defendant telephoned Ms. Johnson. Defendant was again irate and demanded to know why the Gold Package was not complete. Ms. Johnson attempted to explain that the landscapers could not begin work on time each day, and that a few more days would be needed as a result. Defendant was outraged and demanded that the work be completed as soon as possible.

19. On May 3, Acme assigned extra workers to the installation of Defendant's Gold Package. The work was completed on May 5.

20. On May 5, Ms. Johnson mailed an invoice to Defendant for the remaining \$70,000 due.

21. On May 7, Defendant telephoned Ms. Johnson. Defendant said, "You've got to be kidding me! After the hell you've put me through, you expect me to pay full price?"

22. Ms. Johnson asked Defendant if the completed work was other than as described. Defendant did not reply to the question, but simply said that he would pay \$20,000 and no more. Defendant then hung up.
23. The Gold Package was installed on Defendant's property exactly as described.
24. Acme contacted Defendant on May 10 demanding full payment. Defendant refused, and further refused to pay Acme anything at all. Acme repeated its demand on May 13 and May 17. Defendant refused on each occasion.
25. To this date, Defendant has failed to pay Acme the \$7000 due under the contract.

**COUNT I
BREACH OF CONTRACT**

26. Plaintiff restates and realleges the allegations contained in Paragraphs 1–25.
27. The agreement between Acme and Defendant of April 16, 2010 was supported by adequate mutual consideration, and formed a binding and enforceable contract. The contract was memorialized in writing on April 16, 2010.
28. Acme fulfilled its duties under the contract by completely installing Defendant's Gold Package to the contract's specifications.
29. Upon Acme's completion of its duties under the contract, Defendant was obligated to pay Acme the sum of \$70,000.
30. Defendant did not pay \$70,000 to Acme, and has not done so to this day.
31. The aforesaid failure to pay by Defendant constitutes a material breach of the contract.
32. As a result of the above, Plaintiff has suffered actual and consequential damages in excess of \$50,000.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays for entry of judgment in its favor, and against the Defendant, as follows:

1. Judgment against Defendant for breach of contract in the amount of \$90,000.
2. Awarding pre-judgment and post-judgment interest to Plaintiff.
3. Such other and further relief as may be deemed just and equitable.

LEGALLANDING LAW OFFICES

Date: July ____, 2010

By: _____

Attorney (#xxxxxxx)
LegalLanding Law Offices
1050 East Law Boulevard
Minneapolis, MN 55402
(612) xxx-xxxx

ATTORNEYS FOR PLAINTIFF

ACKNOWLEDGEMENT REQUIRED BY LAW

Plaintiff, through its undersigned attorney, hereby acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. § 549.211, to the party against whom the allegations in this pleading are asserted.

Dated: July ____, 2010

Attorney