

STATE OF MINNESOTA
COUNTY OF SHERBURNE

DISTRICT COURT
TENTH JUDICIAL DISTRICT
Case Type: Breach of Contract

Lee R. Youngman,

Plaintiff,

vs.

Kieran's Contracting, LLC, and
Israel McKinney,

Defendants.

STATE OF MINNESOTA } ss.
COUNTY OF SHERBURNE }
FILED

SEP 22 2011

Court File No.: 7101-11455

Judge:

PATRICIA A. KUKA
COURT ADMINISTRATOR
By *Patricia A. Kuka* Deputy

COMPLAINT

**TO: DEFENDANTS KIERAN'S CONTRACTING, LLC, AND ISRAEL MCKINNEY,
14464 98TH ST. BECKER, MINNESOTA 55308-4637**

Plaintiff Lee R. Youngman ("Youngman" or "Plaintiff"), for his complaint against defendants Kieran's Contracting, LLC and Israel McKinney (together "Defendants"), by and through his attorneys, Kuhn Law Firm, P.L.L.C., states and alleges as follows:

I. NATURE OF ACTION

1. Plaintiff agreed to work as Defendants' project manager on various construction projects so long as Defendants agreed to pay him an amount equal to 5% of the gross revenues for each project. However, despite Plaintiff's repeated requests for Defendants to pay him for his work, Defendants have refused to pay Plaintiff and owe him in excess of \$50,000.

II. PARTIES, JURISDICTION AND VENUE

2. Youngman is a resident of Richfield, Minnesota, which is located within Hennepin County, Minnesota.

3. McKinney is a resident of Becker, Minnesota, which is located within Sherburne County, Minnesota.

4. Kieran's Contracting, LLC is a Minnesota limited liability company with its principal place of business located in Becker, Minnesota, which is located within Sherburne County, Minnesota.

5. A substantial portion of the events giving rise to this dispute occurred within Sherburne County.

6. Accordingly, this Court has jurisdiction over the subject matter of this lawsuit and venue is proper in this District.

III. FACTS

7. On or about March 1, 2006, Defendants hired the Plaintiff to work as the Defendants' project manager on various construction projects.

8. Plaintiff's compensation would be equal to 5% of the gross revenues for each project. Additionally, Plaintiff would receive a flat fee of \$50 for each trip he made to vendors and suppliers to obtain materials for projects.

9. Over the course of the next several years, Defendants generated approximately \$3,613,268 in gross revenues. While Plaintiff should have received \$180,663 of compensation for his services, Defendants only paid Plaintiff \$130,036. Accordingly, Plaintiff is entitled to an additional \$50,627 in compensation.

10. What is more, Plaintiff made a total of approximately 91 trips to various suppliers and vendors related to various projects for which he was not compensated. As such, Defendants owe Plaintiff an additional \$4,550 for these services as well.

11. Accordingly, Defendants owe Plaintiff \$55,177.

12. Defendants have acknowledged the debt on various occasions, including in numerous emails sent to the Plaintiff.

13. Although Plaintiff has demanded payment from the Defendants, Defendants have refused to pay Plaintiff the amounts due and owing.

14. Plaintiff has performed all conditions precedent.

**COUNT I
(Breach of Contract)**

15. Plaintiff realleges and incorporates by reference all of the allegations set forth in the preceding paragraphs as though fully set forth herein.

16. Defendants violated their contractual obligations by and through their conduct and omissions as discussed more fully above. In particular, Defendants failed to promptly pay all amounts due and owing under the parties' agreement.

17. As a direct and proximate cause of Defendants' conduct, Plaintiff's contractual expectations have been violated and Plaintiff has been damaged in the amount of \$55,177, plus costs and disbursements.

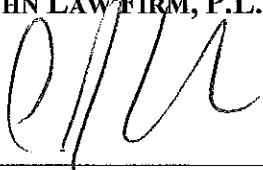
WHEREFORE, Plaintiff demands judgment against Defendants as follows:

1. For the recovery of his damages in the amount of \$55,177;
2. For plaintiff's interest, costs, and attorneys' fees, as allowed by law; and
3. For such further and additional relief as the Court deems just, fair and equitable.

Respectfully submitted,

Date: August 18, 2011

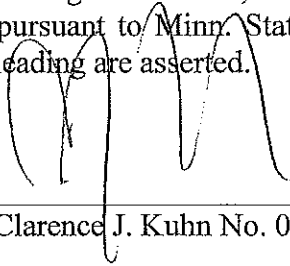
THE KUHN LAW FIRM, P.L.L.C.

By: 
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ATTORNEYS FOR PLAINTIFF

ACKNOWLEDGEMENT

The undersigned does hereby acknowledge that costs, disbursements and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. § 549.211, subd. 2, to the parties against whom the allegations in this pleading are asserted.



Clarence J. Kuhn No. 0337407