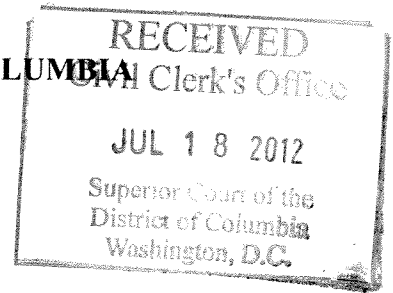


SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

CIVIL DIVISION



MAYER BROWN LLP
1999 K Street, N.W.
Washington, D.C. 20006,

Plaintiff,

v.

DULCICH, INC. d/b/a PACIFIC SEAFOOD GROUP

16797 Southeast 130th Avenue
Clackamas, Oregon 97015,

Defendant.

Civil Action No. _____

0005830-12

COMPLAINT

COMPLAINT

(Breach of Contract; Failure to Pay for Legal Services)

Plaintiff MAYER BROWN LLP (“Mayer Brown”), by its attorneys, for its Complaint against defendant DULCICH, INC. d/b/a PACIFIC SEAFOOD GROUP (collectively, “Pacific”) alleges as follows:

OVERVIEW

1. This is a breach of contract action by Mayer Brown. Mayer Brown is a law firm. Pacific retained Mayer Brown to provide antitrust advice and representation with respect to significant antitrust claims against Pacific, its owner and various affiliated companies, including a federal class action and a state government investigation. Pursuant to the written agreement between the parties, Mayer Brown performed the requested services, and Pacific paid Mayer Brown in part. But Pacific failed to pay all of the outstanding charges for fees and expenses owed to Mayer Brown. Because of Pacific’s non payment and for additional reasons, Mayer Brown withdrew from the representation in February 2012 and now brings this action to recover

Pacific's outstanding balance of fees and costs, plus interest thereon, in an amount not fully determined at this time, but in excess of \$5,000,000.

THE PARTIES

2. Mayer Brown is an international law firm operating as a limited liability partnership duly formed and existing under the laws of the State of Illinois. Mayer Brown maintains offices in various jurisdictions, including in Washington, D.C., and most of the work related to this representation was performed at Mayer Brown's Washington, D.C. office located at 1999 K Street, N.W., Washington, D.C. 20006. Mayer Brown maintains no offices, and has no attorneys located in Oregon.

3. Dulcich, Inc. is and, at all times hereinafter mentioned, was a privately held holding corporation owned by Frank Dulcich and formed under the laws of the State of Oregon with a principal place of business located at 16797 Southeast 130th Avenue, Clackamas, Oregon 97015. Dulcich, Inc. owns 100% of numerous affiliated companies which engage in multi-state seafood processing, sales and distribution businesses and do business under the assumed name of Pacific Seafood Group.

4. Defendant Pacific Seafood Group is the assumed business name under which entities owned by Dulcich, Inc. do business and their principal place of business also is located at 16797 Southeast 130th Avenue, Clackamas, Oregon 97015.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over this matter pursuant to D.C. Code § 11-921, and it has personal jurisdiction over the Defendant pursuant to D.C. Code § 13-423(a)(1).

FACTUAL ALLEGATIONS

COUNT I BREACH OF CONTRACT

6. In June 2010, Pacific sought out counsel with expertise in antitrust issues. Pacific's General Counsel spoke to a partner in Mayer Brown's Washington, D.C. office about providing antitrust advice and representation in connection with a putative class action lawsuit filed against Pacific and its affiliates in the United States District Court for the District of Oregon. By July 2010, Pacific had retained Mayer Brown, and firm lawyers based in Washington, D.C. began working on the antitrust matters for Pacific.

7. The terms of Mayer Brown's representation of Pacific are set forth in a written engagement letter dated September 10, 2010 signed by both Mayer Brown and Pacific (the "Engagement Letter"). By the Engagement Letter, Mayer Brown promised to perform legal services and Pacific promised to pay for those services. A true and correct copy of the Engagement Letter is attached hereto as Exhibit A.

8. Among other things, the Engagement Letter specified the hourly rates for the Washington, D.C.-based partners, associates and paralegals who would work on the antitrust matters, that Firm would discount hourly rates by 10% and that the Firm would submit "monthly invoices identifying the professional services . . . rendered and reimbursable charges incurred . . . [and that] [i]nvoices are payable when presented." The Engagement Letter also gave Pacific the right to terminate Mayer Brown's representation "at any time for any reason."

9. Throughout the course of the representation, Pacific held out the Washington, D.C.-based Mayer Brown lawyers as its counsel; Mayer Brown worked diligently and vigorously to represent Pacific, and Pacific benefitted from Mayer Brown's services. Mayer Brown fully performed the services for which it was retained. This work on behalf, and at the request, of Pacific included, but was not limited to the following:

- a. Preliminary Injunctions. Mayer Brown successfully opposed two separate motions for preliminary injunction, including the plaintiffs' attempt to enjoin Pacific's multi-million dollar joint venture with Ocean Gold Seafood. Mayer Brown's Washington, D.C.-based lawyers drafted the opposition briefs and participated in court hearings in person and by telephone.
- b. Motion to Dismiss. Mayer Brown lawyers in Washington, D.C. researched, drafted, and argued a Motion to Dismiss the Complaint in the federal lawsuit.
- c. Discovery. Mayer Brown lawyers in Washington, D.C. conducted a full range of discovery in the federal lawsuit. Mayer Brown responded on Pacific's behalf to more than 70 separate document requests and numerous interrogatories, as well as drafting discovery requests directed to plaintiffs. Mayer Brown lawyers and staff coordinated the large-scale review and production of voluminous hard copy documents and electronically stored information. Mayer Brown lawyers conducted a substantial portion of this document review. Mayer Brown lawyers prepared for, conducted and defended numerous depositions, including taking the depositions of named plaintiffs and putative class representatives and defending depositions of many of Pacific's senior executives, including Pacific's president, chief operating officer and general counsel. In addition, Mayer Brown lawyers participated in negotiations with plaintiffs' counsel regarding all aspects of discovery and represented Pacific at numerous court hearings related to discovery and scheduling, most of which were conducted by phone by the Mayer Brown lawyers in Washington, D.C.
- d. Reduction in Claims. Throughout its representation, Mayer Brown was successful in causing the plaintiffs to reduce their claims. For example, in August 2011, as a result of the efforts of Mayer Brown and local counsel, plaintiffs stated they would dismiss with prejudice one of their principal claims, which was related to Dungeness crab, the most economically significant of the four seafood commodities at issue, thereby reducing their damages demand by approximately 56%.

- e. Class Certification. Mayer Brown lawyers in Washington, D.C. had primary responsibility for drafting the briefs opposing class certification. In addition, Mayer Brown conducted numerous witness interviews in person and by phone from Washington, D.C. and obtained declarations used in opposing class certification
- f. State Investigation. Among other things, Mayer Brown lawyers communicated with the government attorney in charge of the state investigation and successfully negotiated to narrow the scope of a Civil Investigative Demand (CID). Mayer Brown lawyers responded to the CID, provided documents and helped prepared a Pacific representative for a meeting with representatives of the state government agency.

10. From August 2010 through February 2012, Mayer Brown sent monthly invoices to Pacific, each of which contained for the relevant period the total fees and disbursements, detailed descriptions of the tasks performed by the Mayer Brown lawyers and the time spent on these tasks. From the fall of 2010 through summer of 2011, Pacific did not timely and fully pay all of the invoices it received, but it requested that Mayer Brown be patient and continue rendering professional services. In October 2011, Pacific made a payment to Mayer Brown, but it was still in arrears for work performed in May 2011 and did not make any payments toward its outstanding balance for work done in June, July, August and September. Nonetheless, Pacific continued to request legal services from Mayer Brown and affirmatively led Mayer Brown to believe that it would be paid for its legal services.

11. Mayer Brown repeatedly attempted to work with Pacific on its outstanding balance, but Pacific did not pay any amounts for any of the legal work performed by Mayer Brown after May 2011. In reliance upon Pacific's representations and in accordance with its professional obligations, Mayer Brown continued to provide legal services to protect and preserve the legal interests of the client.

12. On February 6, 2012, Mayer Brown advised a Pacific representative of its intent to withdraw from representing Pacific primarily because of Pacific's failure to pay for the legal

services it received. Prior to February 6, 2012, Pacific did not object to the format of the monthly invoices or the billing rates of Mayer Brown personnel.

13. By letter dated February 13, 2012 to Frank Dulcich, Mayer Brown confirmed its intention to withdraw from representing Pacific and informed the client that it would be filing a motion to withdraw. A true and correct copy of the February 13, 2012 letter is attached as Exhibit B. On February 16, 2012, Mayer Brown provided Frank Dulcich with a copy of the Court's order granting Mayer Brown's Motion to Withdraw.

14. Mayer Brown is now informed and believes that Pacific intentionally misled Mayer Brown and caused it to provide legal services, while intending not to pay for such services and not informing Mayer Brown of its intent. By its actions, Pacific has also breached the implied covenant of good faith and fair dealing that is included in every contract under the applicable law.

15. As of February 13, 2012, in exchange for legal services it received from Mayer Brown, Pacific had incurred but had not paid fees in the amount of \$3,849,210.86 plus disbursements of \$127,446.07 or a total of \$3,976,656.93. Pacific has breached its agreement with Mayer Brown and in accordance with the Engagement Letter, Pacific owes Mayer Brown this \$3,976,656.93 plus interest thereon. Moreover, since Defendant effectively stopped paying in June 2011, it is not entitled, from that time forward, to either the 10% discount initially given or the subsequent additional 5% discount given. This discount was worth approximately \$1,300,000.00, bringing the total amount now owed to more than \$5,000,000.00.

COUNT II
QUANTUM MERUIT

16. Plaintiff repeats and re-alleges each allegation in paragraphs 1 through 15 as if fully set forth herein.

17. Defendant requested and accepted Mayer Brown's legal services, and benefitted from these services and the costs incurred by Mayer Brown on Defendant's behalf. It would unjustly enrich the Defendant to permit acceptance of the legal services without paying Mayer Brown for the reasonable value of all of said services and reimbursing Mayer Brown for the costs incurred on Defendant's behalf. Moreover, since Defendant effectively stopped paying in June 2011, it is not entitled, from that time forward, to either the 10% discount initially given or the subsequent additional 5% discount given.

18. The reasonable value of the unpaid legal services rendered to Defendant, when the discount is removed, is in excess of \$5,000,000.

19. Mayer Brown has been injured and damaged as a result of Defendant's failure to pay for all of the aforesaid legal services rendered and the costs incurred on Defendant's behalf.

WHEREFORE, Plaintiff, Mayer Brown LLP, demands that a judgment be entered in its favor and against Dulcich Inc. d/b/a Pacific Seafood:

- A. Awarding Mayer Brown damages in the amount of \$3,976,402.33 plus interest thereon pursuant to the terms of the contract;
- B. Awarding Mayer Brown damages of approximately \$1,300,000.00, in addition to the \$3,976,402.33 and interest owed as described above, for the discount that Defendant is not entitled to because of its breach; and
- C. Awarding statutory pre- and post-judgment interest; and

D. Granting such other and further relief as is necessary and appropriate.

Dated: July 18, 2012

Respectfully submitted,

By: 

Carmine R. Zarlenga (D.C. Bar No. 386244)
Elizabeth G. Oyer (D.C. Bar No. 501260)
Phillip R. Dupré (D.C. Bar No. 1004746)
MAYER BROWN LLP
1999 K Street, N.W.
Washington, D.C. 20006-1101
Tel: 202.263.3000
Fax: 202.263.3300
czarlenga@mayerbrown.com
eoyer@mayerbrown.com

Counsel for Plaintiff, MAYER BROWN LLP