

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A23-0997**

Casey Michael Dynan,
Appellant,

vs.

Thrivent Financial for Lutherans,
Respondent.

**Filed March 4, 2024
Affirmed
Worke, Judge**

Hennepin County District Court
File No. 27-CV-22-16892

Casey Michael Dynan, Maple Plain, Minnesota (pro se appellant)

Heather Kliebenstein, Michael Erbele, Merchant & Gould P.C., Minneapolis, Minnesota
(for respondent)

Considered and decided by Ede, Presiding Judge; Worke, Judge; and Bjorkman,
Judge.

NONPRECEDENTIAL OPINION

WORKE, Judge

This appeal is taken from a judgment dismissing appellant's pro se claims on the
ground that the claims were barred by the applicable statutes of limitations. We affirm.

FACTS

In 2009, appellant Casey Michael Dynan participated in a group assignment as part of his undergraduate studies. For the assignment, Dynan's group was tasked with developing a marketing plan for respondent Thrivent Financial for Lutherans (Thrivent).

In May 2009, Dynan's group gave a presentation that was attended by two Thrivent employees. The presentation analyzed data collected by the group and, based on this analysis, the group recommended a strategy for Thrivent to reach more potential new clients by developing financial-literacy initiatives to attract a younger client base.

In October 2022, Dynan served Thrivent with a complaint alleging unjust enrichment, misappropriation of trade secrets, and negligent misrepresentation. Thrivent moved to dismiss the action for failure to state a claim upon which relief could be granted. The district court held a hearing on Thrivent's motion. Dynan argued that following the presentation, Thrivent formed a project called Money Revolution and a division called Brightpeak Financial, intending to reach a new and younger client base. Thrivent operated its Money Revolution project from 2009 through 2014 and its Brightpeak Financial division from 2012 through 2019.

The district court granted Thrivent's motion to dismiss. In so doing, the district court determined that the claims were time-barred. This appeal followed.

DECISION

A district court's decision to dismiss a complaint is reviewed de novo. *Park Nicollet Clinic v. Hamann*, 808 N.W.2d 828, 831 (Minn. 2011). When reviewing a district court's decision to dismiss a complaint for failure to state a claim, we consider "only the facts

alleged in the complaint, accepting those facts as true and [the reviewing court] must construe all reasonable inferences in favor of the nonmoving party.” *Id.* (quotation omitted). A complaint will survive a rule 12.02(e) motion “if it is possible on any evidence which might be produced, consistent with the pleader’s theory, to grant the relief demanded.” *Walsh v. U.S. Bank, N.A.*, 851 N.W.2d 598, 603 (Minn. 2014).

“The construction and application of a statute of limitations, including the law governing the accrual of a cause of action, is a question of law and is reviewed de novo.” *MacRae v. Grp. Health Plan, Inc.*, 753 N.W.2d 711, 716 (Minn. 2008).

In his complaint, Dynan alleged the following claims against Thrivent: (1) unjust enrichment, (2) trade-secret misappropriation, and (3) negligent misrepresentation. The district court concluded that each of the claims should be dismissed under the applicable statute of limitations. Dynan argues that the district court dismissed the claims prematurely. We disagree.

Unjust enrichment

“In order to establish a claim for unjust enrichment, the claimant must show that another party knowingly received something of value to which he was not entitled, and that the circumstances are such that it would be unjust for that person to retain the benefit.” *Schumacher v. Schumacher*, 627 N.W.2d 725, 729 (Minn. App. 2001). In Minnesota, an unjust-enrichment claim is ordinarily subject to a six-year statute of limitations. Minn. Stat. § 541.05, subd. 1(1) (2022); *Weavewood, Inc. v. S & P Home Invs., LLC*, 821 N.W.2d 576, 581 (Minn. 2012). A claim for unjust enrichment accrues when the plaintiff is damaged. *Block v. Litchy*, 428 N.W.2d 850, 854 (Minn. App. 1988).

According to the complaint, Dynan’s claim accrued following a class presentation that he and a group of students gave in May 2009. The district court’s order noted that the “presentation occurred more than [13] years prior to the commencement of this action on October 21, 2022.” Thrivent operated its Money Revolution project from 2009 through 2014 and its Brightpeak Financial division from 2012 through 2019. Any unjust-enrichment claims regarding Thrivent’s operation of its Money Revolution project and its Brightpeak Financial division accrued in 2009 and 2012 respectively. Such claims must have been commenced by 2015 and 2018, respectively, to be timely. Because Dynan did not commence this action until October 2022, the unjust-enrichment claims are time-barred.

Trade-secret misappropriation

A claim for misappropriation of trade secrets requires proof of two elements: (1) the existence of a trade secret or confidential information, and (2) the trade secret was misappropriated. *See Electro-Craft Corp. v. Controlled Motion, Inc.*, 332 N.W.2d 890, 897 (Minn. 1983). “An action for misappropriation must be brought within three years after the misappropriation is discovered or by the exercise of reasonable diligence should have been discovered.” Minn. Stat. § 325C.06 (2022).

Here, the purported misappropriation would have been used to create Thrivent’s Money Revolution project which was operational from 2009 until 2014. In construing the facts in the light most favorable to the nonmoving party, as we must, Dynan’s exercise of reasonable diligence could have discovered the misappropriation claim no later than 2014 when Thrivent ended its Money Revolution project; therefore, a timely misappropriation

claim would have to be brought before January 2018. Dynan brought this claim in October 2022. Thus, the misappropriation claim is time-barred.¹

Negligent misrepresentation

A claim for negligent misrepresentation requires proof of: (1) a duty of care owed by the defendant to the plaintiff, (2) the defendant supplied false information to the plaintiff, (3) the plaintiff justifiably relied on that information, and (4) the defendant failed to exercise reasonable care in communicating the information. *Williams v. Smith*, 820 N.W.2d 807, 815 (Minn. 2012). Pursuant to Minn. Stat. § 541.05, subd. 1(6) (2022), a claim “for relief on the ground of fraud” must be commenced within six years. This “six-year period begins to run when the facts constituting fraud were discovered or, by reasonable diligence, should have been discovered.” *Toombs v. Daniels*, 361 N.W.2d 801, 809 (Minn. 1985); *see also Blegen v. Monarch Life Ins. Co.*, 365 N.W.2d 356, 357 (Minn. App. 1985).

¹ Dynan asserts as “procedural error” the district court’s “compelling the disclosure of [his] trade secrets at the motion to dismiss stage.” This argument relates to questions that the district court asked Dynan during the hearing on Thrivent’s motion to dismiss. We do not understand the district court’s questions regarding the nature of Dynan’s trade secret to have compelled disclosure of the secret itself. Moreover, Dynan cites to no authority that would support reversal of the district court’s statute-of-limitations rulings based on this argument. We therefore do not address it further. *See State Dep’t of Labor & Indus. v. Wintz Parcel Drivers, Inc.*, 558 N.W.2d 480, 480 (Minn. 1997) (declining to address issues that are inadequately briefed); *Fitzgerald v. Fitzgerald*, 629 N.W.2d 115, 119 (Minn. App. 2001) (stating that “this court has repeatedly emphasized that pro se litigants are generally held to the same standards as attorneys and must comply with court rules”); *see also Midway Ctr. Assocs. v. Midway Ctr., Inc.*, 237 N.W.2d 76, 78 (Minn. 1975) (stating error is not presumed on appeal).

In his complaint, Dynan confirmed that “Thrivent made no effort to obscure its sources and the case study [that was] published . . . is just one example of direct evidence of Thrivent’s actual use of Dynan’s work.” The case study Dynan’s complaint cites was published in 2012. And reasonable diligence should have discovered the misrepresentation claim in 2012. Thus, Dynan was required to bring his claim no later than 2018. Because Dynan did not commence this action until October 2022, the misrepresentation claim is time-barred.²

Because the claims against Thrivent for unjust enrichment, trade-secret misappropriation, and negligent misrepresentation are time-barred, the district court did not err when it dismissed Dynan’s complaint.

Affirmed.

² Dynan argues that the district court “erroneously discounted the testimonial evidence presented” at the hearing on Thrivent’s motion to dismiss. This argument fails because the district court heard argument—not testimony—at the hearing on Thrivent’s motion to dismiss, and the district court based its decision on the pleadings. See Minn. R. Civ. P. 12.02(e). Further, regardless of when Dynan *actually* discovered Thrivent’s alleged fraud, he is “deemed to have discovered the fraud when, in the exercise of proper diligence, he could and ought to have discovered it.” *Blegen*, 365 N.W.2d at 357 (quotation omitted). Dynan does not cite to any legal authority that would support a determination that he could not, through reasonable diligence, have discovered Thrivent’s alleged misrepresentations in 2012. We therefore do not address this argument further. See *Wintz*, 558 N.W.2d at 480; *Fitzgerald*, 629 N.W.2d at 119.