**CASE NAME:** TechNova Solutions, Inc. v. Quantum Innovations, LLC  
**COURT:** Superior Court of the State of Westland  
**CASE NUMBER:** 2025-CV-01987

**DOCUMENT 1: COMPLAINT**

**Plaintiff:** TechNova Solutions, Inc.  
**Defendant:** Quantum Innovations, LLC

**I. INTRODUCTION**

1. TechNova Solutions, Inc. ("Plaintiff"), a software development firm incorporated in the State of Westland, brings this action against Quantum Innovations, LLC ("Defendant"), a technology consulting company, for breach of contract, misrepresentation, and unjust enrichment.

**II. JURISDICTION & VENUE**

1. This Court has jurisdiction pursuant to Westland Civil Code § 12.05 as the dispute involves contractual obligations performed within the state.
2. Venue is proper as both parties conduct business in Westland, and the contract at issue was executed and performed within this jurisdiction.

**III. FACTUAL BACKGROUND**

1. On March 15, 2024, Plaintiff and Defendant entered into a contract ("Agreement") wherein Plaintiff agreed to develop a proprietary enterprise software system for Defendant in exchange for $1.2 million.
2. Plaintiff met all contractual obligations and delivered the software by the agreed deadline of September 30, 2024.
3. Defendant has failed to remit the final payment of $450,000 despite multiple demands.
4. Defendant falsely represented its financial ability and intent to pay, inducing Plaintiff into the Agreement under false pretenses.
5. Plaintiff expended significant resources, including hiring additional developers, leasing cloud infrastructure, and conducting software testing to meet Defendant's requirements.
6. Defendant initially praised the software's functionality and usability but later refused payment, citing vague and unsubstantiated claims of defects.

**IV. CAUSES OF ACTION**

**Count 1 – Breach of Contract**

1. Plaintiff fully performed under the Agreement.
2. Defendant materially breached the Agreement by failing to make full payment.
3. Plaintiff has suffered damages in excess of $450,000, including lost business opportunities.

**Count 2 – Fraudulent Misrepresentation**

1. Defendant knowingly misrepresented its financial standing and intent to pay to induce Plaintiff to enter into the Agreement.
2. Plaintiff relied on these false statements to its detriment, incurring substantial costs.

**Count 3 – Unjust Enrichment**

1. Defendant has unjustly retained the benefits of Plaintiff’s software without compensating Plaintiff in full.
2. Equity and good conscience demand that Defendant pay the owed amount.

**V. PRAYER FOR RELIEF**

WHEREFORE, Plaintiff seeks the following relief:

* Judgment against Defendant for $450,000 plus interest.
* Attorney’s fees and costs.
* Any other relief deemed just and proper by this Court.

Dated: January 15, 2025  
**Attorney for Plaintiff:**  
Jonathan R. Mitchell, Esq.  
Mitchell & Associates LLP