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SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

ELECTRONIC EVIDENCE DISCOVERY,
INCORPORATED, a Washington corporation,

Plaintiff,

v.

SULLIVAN & CROMWELL LLP,

Defendant.

08-2-02200-5 SEA
No.

COMPLAINT FOR BREACH OF
CONTRACT AND QUANTUM
MERUIT

For is complaint against defendant Sullivan & Cromwell LLP, plaintiff Electronic
Evidence Discovery, Incorporated, alleges as follows:

I. PARTIES

1. Plaintiff Electronic Evidence Discovery, Incorporated. ("EED") is a Washington
corporation with approximately 200 employees and its principal place of business in Kirkland,
Washington. Plaintiff owes no fees or other charges to the State of Washington and is
otherwise authorized to bring this action.

2. Defendant Sullivan & Cromwell LLP ("S&C") is a limited liability partnership
with its principal executive office in New York, New York.

1 payment under the Agreement to Defendant. On December 20, 2007, EED's outside counsel,
2 Davis Wright Tremaine LLP, sent a demand letter to Defendant on EED's behalf, for payment
3 under the Agreement. Despite receiving notice of the breach, Defendant has refused to pay the
4 amounts due and owing to EED under the Agreement. The balance outstanding on Defendant's
5 account as of January 7, 2008, is \$660,016.17, plus accrued interest of \$58,592.07. A detailed
6 summary of the Defendant's account, including invoices and payments, is attached as Exhibit
7 A.

8 IV. FIRST CAUSE OF ACTION – BREACH OF CONTRACT

9 8. The facts alleged herein constitute a breach of contract by Defendant for which
10 it is liable to Plaintiff for the portion unpaid, plus accrued interest totaling \$718,608.24 and
11 additional amounts to be proven at trial.

12 V. SECOND CAUSE OF ACTION – QUANTUM MERUIT

13 9. Defendant accepted the Services from EED and has failed to compensate EED
14 for the value of the significant Services obtained from EED under the Agreement and was
15 thereby unjustly enriched. Defendant is liable to EED for the value of the Services under the
16 equitable theory of quantum meruit.

17 VI. REQUEST FOR RELIEF

18 The Plaintiff EED requests the following relief from this Court:

- 19 A. For a money judgment against Defendant in an amount not less than \$718,608.24,
20 plus pre- and post-judgment interest at the contract rate of 1.5% per month thereafter until paid;
21 B. Taxable costs and disbursements incurred herein, including reasonable attorneys'
22 fees; and
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C. For such other and further relief as the Court deems just and equitable.

DATED this 7th day of January, 2008.

Davis Wright Tremaine LLP
Attorneys for Plaintiff
Electronic Evidence Discovery, Inc.

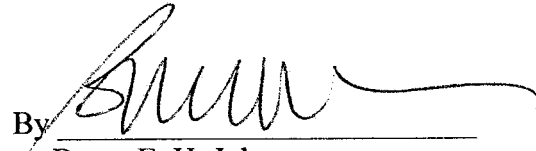
By 
Bruce E. H. Johnson
WSBA# 7667

EXHIBIT A

EXHIBIT A

S&C Novo
30 day terms and 1.5% late charge per 30 day period.

Inv #	Inv Date	Due Date	Interest Thru	Days Outstanding	30 Day Periods	Inv Amount	Interest @1/7
11055	2/13/2007	3/15/2007	1/7/2008	298	9.93	\$2,980.56 *	74.50
12132	4/16/2007	5/16/2007	1/7/2008	236	7.87	\$2,250.00	\$265.50
12461	6/7/2007	7/7/2007	1/7/2008	184	6.13	\$559,737.01	\$51,495.80
12655	7/7/2007	8/6/2007	1/7/2008	154	5.13	\$76,911.80	\$5,922.21
12859	8/10/2007	9/9/2007	1/7/2008	120	4.00	\$2,500.00	\$150.00
13019	9/10/2007	10/10/2007	1/7/2008	89	2.97	\$14,824.30	\$659.68
13210	10/9/2007	11/8/2007	1/7/2008	60	2.00	\$812.50	\$24.38
						Unbilled Interest	\$58,592.07
						Open invoices	\$660,016.17
							<u><u>\$718,608.24</u></u>

* Interest calculated on \$500.00 service charges, not on total invoice amount that includes \$2,480.56 of previously accumulated interest