

IN THE [REDACTED]
COUNTY DEPARTMENT, CHANCERY DIVISION

[REDACTED])	CASE NO.: [REDACTED]
and APPVALLEY LLC,)	
)	
Plaintiffs,)	COMPLAINT FOR:
)	1. BREACH OF CONTRACT
v.)	2. UNJUST ENRICHMENT-ALTERNATIVE
)	3. TRADE SECRET MISAPPROPRIATION
JASON WU,)	4. BREACH OF FIDUCIARY DUTIES
)	
)	
Defendants.)	

COMPLAINT

HERE COMES [REDACTED], and APPVALLEY LLC, by and through his attorneys, RIFKIND PATRICK LLC, and, respectfully seeks compensation for Defendant's, JASON WU breach of contract, and for other causes of action, states as follows:

GENERAL ALLEGATIONS FOR ALL COUNTS

1. Jurisdiction is proper in this Court as the action involves a general class of cases that the Court has the inherent power to hear and determine and this Court employs original jurisdiction of all justiciable matters.
2. Venue for this action properly lies in [REDACTED] pursuant to Section 2-101 of the [REDACTED] Code of Civil Procedure because a substantial part of the events or omissions giving rise to the claims alleged herein occurred in [REDACTED]. Specifically, the original partnership was formed in [REDACTED] and the code for the project was

mostly written in [REDACTED], was finally assembled in [REDACTED] and was uploaded in [REDACTED]

3. This matter involves a partnership that was formed with the purpose of setting up a website or app for users of third-party installers (hereinafter “AppValley”).
4. Plaintiff [REDACTED] is a resident of [REDACTED]
5. Plaintiff [REDACTED] is a resident of [REDACTED]
6. Defendant Jason Wu is a resident of China.
7. Sometime in 2018 the Partners, [REDACTED] and Jiaxin “Jason” Wu, formed a partnership (hereinafter the “Partnership”) where they would develop and host AppValley.
8. [REDACTED] would receive approximately 36.2% equity stake, [REDACTED] would receive approximately a 31% equity stake, and Wu would receive approximately a 32.8% equity stake in the Partnership.
9. The Partnership was formed in [REDACTED]
10. Wu solicited investors in China.
11. [REDACTED] and [REDACTED] are not certain what exactly the investors paid for.
12. In exchange the ‘investors’ would receive 22% each, for a total of 44%, of the profits derived from the AppValley project.
13. [REDACTED] and [REDACTED] to this day, are still not sure who these ‘investors’ are or how exactly their funds were used to support AppValley.
14. However, [REDACTED] and [REDACTED] wrote all, or one hundred percent (100%), of the code for the AppValley website.

15. Writing code for a software-based website startup was the most valuable contribution to the Partnership.
16. AppValley was and is a success, profiting at least tens of thousands of dollars per month.
17. On or around December 4, 2018, [REDACTED] and [REDACTED] communicated to Wu electronically and expressed their intent to amend the Partnership equity distributions, where [REDACTED] percentage was increased to equal [REDACTED] percentage. See Exhibit A.
18. On or around December 4, 2018, [REDACTED] and [REDACTED] challenged Wu regarding the actual contribution of the 'investors' and why they were receiving such a high percentage.
19. Wu set up the AppValley domain, [REDACTED].vip on behalf of the Partnership.
20. However, Wu became irritated by [REDACTED] and [REDACTED] and proceeded to engage in tortious and other acts.
21. Through about December 2018, [REDACTED] and [REDACTED] had received regular profit distributions from the Partnership.
22. Sometime starting in December 2018, Wu removed [REDACTED] and [REDACTED] access to the website domain and email accounts connected to AppValley. Now that Wu also controlled payments, Wu stopped paying [REDACTED] and [REDACTED] their profit distributions and have not received profit distributions since.
23. Wu has breached his fiduciary duties to his partners, [REDACTED] and [REDACTED] by removing their access to partnership accounts, refusing to pay them their equity share, and misappropriating their trade secrets, specifically the code for AppValley that they developed.

24. Wu, [REDACTED], and [REDACTED] did not execute any operating agreement and have no contract regarding the Partnership.
25. The Partnership was entered into by the parties orally.
26. On or about February 14, 2019, the partners called a meeting regarding the status of the Partnership.
27. On or about February 27, 2019, the partners met electronically to discuss removing Wu from the Partnership.
28. On or about February 27, 2019, the partners unanimously voted to remove Wu from the Partnership for removing everyone's access to Partnership accounts and refusing to pay partners their profit distributions.
29. On or about March 20, 2019, the remaining partners unanimously created AppValley LLC, an [REDACTED] limited liability company, as a registered successor to the Partnership, and transferred all Partnership assets to Plaintiff, AppValley LLC.

COUNT I: BREACH OF AGREEMENT

31. Plaintiffs incorporate and realleges all preceding paragraphs, as if stated herein, pursuant to [REDACTED] Supreme Court Rule 134.
32. The Partnership agreement was a valid oral agreement supported by electronic communication evidence.
33. Defendant breached the Partnership agreement by failing to pay Plaintiffs any of their Partnership percentage, misappropriating their trade secrets and cutting off their access to Partnership accounts.

34. Plaintiff fulfilled all of their obligations to the Partnership, including writing the code for AppValley, which has been successful and profitable.

35. Defendant has misappropriated the website, code, and email from the rightful control of the Partnership and its successor, AppValley LLC.

36. As a direct and proximate cause of Defendant's failures, Plaintiff has incurred damages described *supra*.

WHEREFORE, Plaintiff seeks judgment in its favor, including damages to be proven at trial in excess of [REDACTED], exclusive control over the AppValley code, domain access to the [REDACTED].vip website, email access to the AppValley email, together with its costs, a reasonable attorney's fees, interest, and any other proper equitable relief.

COUNT II: UNJUST ENRICHMENT (IN THE ALTERNATIVE)

37. Plaintiffs incorporate and realleges all preceding paragraphs, as if stated herein, pursuant to [REDACTED] Supreme Court Rule 134.

38. In case that this honorable court should find that any of the transfers made by Plaintiffs to Defendant are not within the scope of an agreement, or that the contracts are voided in any way, Plaintiff seeks compensation for any and all proceeds produced by AppValley that was unjustly taken from them.

39. Defendant was enriched when he received proceeds from AppValley that he did not produce.

40. As a direct and proximate cause of Defendant's failures, Plaintiff has incurred damages described *supra*.

WHEREFORE, Plaintiff seeks judgment in its favor, including damages to be proven at trial in excess of [REDACTED], together with its costs, a reasonable attorney's fees, interest, and any other proper equitable relief.

COUNT III - BREACH OF FIDUCIARY DUTIES AND DUTY OF LOYALTY

5. Plaintiffs incorporate and realleges all preceding paragraphs, as if stated herein, pursuant to [REDACTED] Supreme Court Rule 134.
6. At all times relevant herein, Plaintiffs and Defendant were partners and owed each other fiduciary duties as partners
7. The parties also owed a duty of loyalty and care to each other considering their respective roles in the business.
8. Defendant breached his fiduciary duties in the following ways: failing to pay Plaintiff their profit distributions from AppValley
9. Defendant's actions were willful and were performed specifically to unjustly take total control of AppValley and deny Plaintiffs their agreed compensation.
10. As a direct result of Defendant's actions described *supra*, Plaintiff has been damaged.

WHEREFORE, Plaintiff seeks judgment in its favor, including damages to be proven at trial in excess of [REDACTED] exclusive control over the AppValley code, domain access to the [REDACTED] .vip website, email access to the AppValley email, together with its costs, a reasonable attorney's fees, interest, and any other proper equitable relief.

COUNT IV: TRADE SECRETS MISAPPROPRIATION UNDER ITSA

1. Plaintiff incorporates and realleges all preceding paragraphs, as if stated herein, pursuant to [REDACTED] Supreme Court Rule 134.
2. AppValley's code was a trade secret.
3. AppValley was primarily coded in [REDACTED] by Plaintiff, [REDACTED]
4. AppValley's code was finally assembled in [REDACTED]
5. AppValley's code was uploaded from [REDACTED]
6. [REDACTED] kept AppValley secret by utilizing a password protected computer, locking doors to his home and office, never allowing third parties to access the computer, and other methods.
7. AppValley required countless hours of work to produce as does most coding.
8. AppValley required technical skill that additionally took countless hours to learn and train.
9. AppValley contains secret computer code that has not been shared with anyone except the [REDACTED] and Defendant.
10. Plaintiff intended to monetize AppValley through ads and other methods.
11. AppValley presented significant monetary value to Plaintiff.
12. If AppValley was transferred to a third party before being published, Plaintiff could lose out on all of the app's value.
13. Defendant concocted a scheme to misappropriate AppValley by inducing Plaintiff into a Partnership only to cut him out of the business at a later date.
14. Defendant utilized a scheme to defraud to misappropriate AppValley.

15. Plaintiff relied on Defendant's representations that he would pay Partnership distributions to Plaintiffs, and Defendant would only be a minority partner.

16. In reliance on those representations, Plaintiff electronically transferred AppValley's code to a domain registered by Defendant, Wu.

17. Plaintiff has lost significant value by transmitting AppValley to a website controlled by Defendant.

18. Plaintiff has additionally incurred lost profits by transmitting AppValley to Defendant.

19. Defendant to date has refused to compensate Plaintiff for AppValley.

WHEREFORE, Plaintiff seeks judgment in its favor, including damages to be proven at trial in excess of \$ [REDACTED] exclusive control over the AppValley code, domain access to the [REDACTED].vip website, email access to the AppValley email, together with its costs, a reasonable attorney's fees, interest, and any other proper equitable relief.

Respectfully submitted,

[REDACTED]

APPVALLEY LLC

By: /s/ [REDACTED]
A [REDACTED]

[REDACTED]

Atty No. 5 [REDACTED]
Counsel for Plaintiff