Complaint for Breach of Contract and Unjust Enrichment

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

Jordan Avery, an individual,
Plaintiff,

v.

Bramblegate Outfitters, Inc., a Washington corporation,
Defendant.

Case No. [assigned by the Clerk on filing]

COMPLAINT

JURY DEMAND

Breach of contract; unjust enrichment (in the alternative)

Diversity jurisdiction, 28 U.S.C. § 1332(a)(1)

Plaintiff **Jordan Avery** ("Plaintiff"), appearing without an attorney, alleges the following against Defendant **Bramblegate Outfitters, Inc.** ("Defendant"). Plaintiff alleges the facts about Plaintiff's own acts on personal knowledge and all other facts on information and belief.

NATURE OF THE ACTION

1. This is an action to collect payment for completed professional work. Plaintiff moved Defendant's order, inventory and accounting records to a new software system under a signed, written contract with a fixed price of $148,000.

2. Defendant accepted all four milestones of the work in writing. It paid for the first two. It has not paid the invoices for the third and fourth, which total $88,000.00.

3. Defendant's chief financial officer admitted in writing that both invoices were due and promised to pay them. Defendant did not pay then, and it did not pay after written notice of default. Plaintiff seeks the unpaid principal, contract interest, costs and the other relief stated below.

PARTIES

4. Plaintiff Jordan Avery is an individual who resides in Portland, Multnomah County, Oregon. Plaintiff is domiciled in, and is a citizen of, the State of Oregon. Plaintiff is an information systems consultant who works as a sole proprietor and not through a corporation, partnership or limited liability company.

5. Plaintiff signed the contract sued on in Plaintiff's own name, performed the work, and has not assigned or sold the contract or any right to payment under it. Plaintiff is the real party in interest.

6. Defendant Bramblegate Outfitters, Inc. is a corporation organized under the laws of the State of Washington. Its headquarters and principal place of business are at 800 Sample Street, Suite 400,

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Seattle, Washington 98100, where its chief executive officer and chief financial officer work and from where they direct, control and coordinate its activities. Defendant sells outdoor clothing and equipment.

7. Defendant's registered agent for service of process is Evergreen Example Agents LLC, 55 Placeholder Way, Olympia, Washington 98500.

SUBJECT-MATTER JURISDICTION

8. This Court has subject-matter jurisdiction under 28 U.S.C. § 1332(a)(1) because this action is between citizens of different States and the amount in controversy exceeds $75,000, exclusive of interest and costs.

9. **Complete diversity.** Plaintiff is a citizen of Oregon. Under 28 U.S.C. § 1332(c)(1), Defendant is a citizen of the State where it is incorporated and the State where it has its principal place of business. Both are Washington. Defendant is not a citizen of Oregon. These facts are true on the date this Complaint is filed.

10. **Amount in controversy.** Plaintiff seeks $88,000.00 in unpaid principal under the contract, apart from interest, attorney's fees and costs. That sum alone exceeds $75,000.

11. Both counts arise from the same unpaid work and seek one recovery. Plaintiff does not add the amount of Count II to the amount of Count I to meet the jurisdictional amount.

PERSONAL JURISDICTION

12. This Court has general personal jurisdiction over Defendant because Defendant is incorporated in Washington and has its principal place of business there.

13. This Court also has specific personal jurisdiction over Defendant. Defendant negotiated and signed the contract in Washington, received Plaintiff's work there, and decided there not to pay for it. Plaintiff's claims arise from those acts.

14. In Section 16.2 of the contract, Defendant also consented to the personal jurisdiction of the state and federal courts located in King County, Washington.

VENUE AND DIVISIONAL ASSIGNMENT

15. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) because Defendant is the only defendant and resides in this District. It has its principal place of business here and is subject to the Court's personal jurisdiction here.

16. Venue is also proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events and omissions giving rise to the claims occurred in this District. Defendant received and used the work here, and the invoices were received, approved and left unpaid here.

17. Assignment to the Seattle Division is appropriate because Defendant's headquarters is in King County and a substantial part of the events occurred there.

FACTUAL ALLEGATIONS

A. The contract

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18.

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On March 3, 2025, Plaintiff and Defendant signed a written Systems Migration Services Agreement (the "Agreement"). Morgan Tallis, Defendant's chief operating officer, signed for Defendant and had authority to do so. A true copy is attached as **Exhibit A** and is part of this Complaint.

19. In Section 2 of the Agreement and its Schedule 1, Plaintiff agreed to plan and carry out the migration of Defendant's order, inventory and accounting records to a new software system in four milestones.

20. In Section 5, Defendant agreed to pay a fixed price of $148,000, divided as follows:

    - Milestone 1, data audit and migration plan: $28,000
    - Milestone 2, test migration: $32,000
    - Milestone 3, live migration of order and inventory records: $46,000.00
    - Milestone 4, live migration of accounting records and staff training: $42,000.00

21. Section 5.3 requires Defendant to pay each invoice within 30 days after the invoice date. Plaintiff may invoice a milestone when Defendant accepts it.

22. Section 6 gives Defendant 10 business days after delivery of a milestone to accept it or to send a written list of defects. Defendant accepts a milestone by written notice, which may be an email.

23. Section 7.2 provides that an invoice not paid when due bears simple interest at 9 percent per year from the day after the due date until paid, calculated daily on a 365-day year.

24. Section 12.1 provides that, before suing for nonpayment, the unpaid party must give written notice of default and allow 30 days after receipt to cure.

25. Section 12.2 provides that the prevailing party in an action to enforce the Agreement recovers its reasonable attorney's fees and costs.

26. Section 16.1 provides that Washington law governs the Agreement.

B. Plaintiff's performance and Defendant's acceptance

27. Plaintiff completed Milestones 1 and 2. Defendant accepted both in writing and paid the invoices for them, a total of $60,000.

28. On September 15, 2025, Plaintiff delivered Milestone 3. The order and inventory records were live on the new system that day. On September 24, 2025, Defendant's project manager, Riley Okonwood, wrote to Plaintiff by email: "Milestone 3 is accepted. Please invoice."

29. On November 17, 2025, Plaintiff delivered Milestone 4. Plaintiff had by then moved the accounting records and given all three training sessions that Schedule 1 required. On November 25, 2025, Riley Okonwood wrote by email: "Milestone 4 is accepted. The project is complete."

30. Defendant did not send a list of defects for either milestone, within the 10 business days that Section 6 allows or at any later time.

31. Defendant has used the migrated records and the new system in its daily business since September 15, 2025.

C. The unpaid invoices

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On September 29, 2025, Plaintiff sent Defendant Invoice JA-1003 for $46,000.00 for Milestone 3. It was due on October 29, 2025.

33. On December 1, 2025, Plaintiff sent Defendant Invoice JA-1004 for $42,000.00 for Milestone 4. It was due on December 31, 2025.

34. Plaintiff sent each invoice by email to the accounts payable address that Section 5.4 names. Defendant received both and did not dispute either. True copies of the invoices and the acceptance emails are attached as **Exhibit B**.

35. Defendant paid nothing on Invoice JA-1003 or Invoice JA-1004 by the due dates, and has paid nothing on either invoice since. The unpaid principal is $88,000.00.

D. Defendant's admission and Plaintiff's notice of default

36. On January 14, 2026, Defendant's chief financial officer, Dana Ellery, wrote to Plaintiff by email: "We agree that JA-1003 and JA-1004 are due. Cash is tight after the holidays. We will pay both by February 27, 2026." A true copy is attached as **Exhibit C**.

37. Defendant did not pay by February 27, 2026. Plaintiff asked about payment by email on March 9 and April 6, 2026. Defendant did not answer.

38. On May 7, 2026, Plaintiff sent Defendant a written notice of default by certified mail at the address for notices in Section 14 of the Agreement. The notice identified both invoices, stated the amount due, demanded payment within 30 days after receipt and stated that Plaintiff would otherwise file suit. Defendant received it on May 11, 2026. True copies of the notice and the delivery record are attached as **Exhibit D**.

39. The cure period ended on June 10, 2026. Defendant did not pay, propose a payment plan or dispute the debt.

CONDITIONS PRECEDENT

40. All conditions precedent to Defendant's duty to pay and to the filing of this action have occurred, have been performed, or have been waived or excused. They include delivery and acceptance of Milestones 3 and 4, the sending of the invoices, written notice of default and the end of the 30-day cure period.

DAMAGES AND TIMELINESS

41. As of November 16, 2026, Defendant owes Plaintiff the following under the Agreement, as shown in the statement of account attached as **Exhibit E**:

    - Invoice JA-1003: principal $46,000.00; interest for 383 days, $4,344.16
    - Invoice JA-1004: principal $42,000.00; interest for 320 days, $3,313.97
    - Total principal: $88,000.00
    - Total contract interest: $7,658.13
    - Total principal and interest: **$95,658.13**

42. Contract interest continues to accrue at $21.70 per day after November 16, 2026 until the principal is

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paid or judgment is entered.

43. Plaintiff has given Defendant credit for every payment received. No payment, credit or setoff reduces the total stated above.

44. Plaintiff does not claim lost business, lost profits or any other special damages in this Complaint.

45. This action is timely. Invoice JA-1003 was first overdue on October 30, 2025, and Invoice JA-1004 on January 1, 2026. This action is filed well within the six years that RCW 4.16.040 allows for an action on a written contract, and also within the three years that RCW 4.16.080(3) allows for an action on an obligation that is not in writing.

COUNT I
BREACH OF CONTRACT

46. Plaintiff incorporates paragraphs 1 through 45.

47. **Valid contract.** The Agreement is a valid and enforceable contract. Both parties signed it. Plaintiff promised to perform stated services, and Defendant promised to pay a stated price for them.

48. **Performance.** Plaintiff performed all of Plaintiff's obligations under the Agreement. Defendant accepted the work in writing.

49. **Breach.** Defendant breached Section 5.3 of the Agreement by failing to pay Invoice JA-1003 by October 29, 2025 and Invoice JA-1004 by December 31, 2025. Defendant breached Section 7.2 by failing to pay the interest that has accrued on them.

50. Defendant has no legal excuse for its failure to pay. It accepted both milestones, sent no list of defects, and admitted in writing that both invoices were due.

51. **Damages.** Defendant's breach has damaged Plaintiff in the principal amount of $88,000.00, plus contract interest of $7,658.13 through November 16, 2026 and $21.70 for each later day.

COUNT II
UNJUST ENRICHMENT
(pleaded in the alternative to Count I under Fed. R. Civ. P. 8(d)(2))

52. Plaintiff pleads this Count in the alternative to Count I, in case the Court or the jury finds that no valid and enforceable contract governs some or all of the work described below. Plaintiff does not incorporate into this Count any allegation that the Agreement is a valid and enforceable contract. Plaintiff incorporates only paragraphs 4 through 17 and the facts in paragraphs 27 through 39 about the work, its delivery, its use and Defendant's failure to pay.

53. **Benefit.** Defendant received a benefit from Plaintiff: the completed migration of its order, inventory and accounting records and the training of its staff.

54. **At Plaintiff's expense.** Plaintiff conferred that benefit at Plaintiff's own expense. Plaintiff supplied the labor, software tools and skill, and has not been paid for the work in Milestones 3 and 4. The reasonable value of that unpaid work is $88,000.00.

55. **Injustice of keeping the benefit without payment.** Defendant asked for the work, knew that Plaintiff expected to be paid, accepted the results, and still uses them every day. It told Plaintiff in

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writing that payment was due. It would be unjust for Defendant to keep the benefit without paying for it.

56. If Plaintiff does not recover under Count I, Plaintiff is entitled to recover the reasonable value of the benefit, $88,000.00, or another amount to be proved at trial.

ATTORNEY'S FEES AND COSTS

57. Section 12.2 of the Agreement and RCW 4.84.330 provide for an award of reasonable attorney's fees, in addition to costs and necessary disbursements, to the prevailing party in an action to enforce the Agreement.

58. Plaintiff appears pro se and does not ask for fees for Plaintiff's own time. Plaintiff asks for reasonable attorney's fees only for the work of an attorney whom Plaintiff retains in this action.

59. Plaintiff also seeks the costs of this action under Fed. R. Civ. P. 54(d)(1), including the filing fee.

PRAYER FOR RELIEF

Plaintiff asks the Court to enter judgment for Plaintiff and against Defendant as follows:

A. On Count I, damages for breach of contract in the principal amount of $88,000.00;

B. On Count I, contract interest of $7,658.13 through November 16, 2026, plus $21.70 per day after that date until judgment is entered;

C. On Count II, in the alternative to paragraphs A and B, $88,000.00 or the reasonable value of the benefit conferred as proved at trial, with prejudgment interest as allowed by law;

D. Reasonable attorney's fees under Section 12.2 of the Agreement and RCW 4.84.330, if and to the extent that Plaintiff retains an attorney in this action;

E. The costs of this action under Fed. R. Civ. P. 54(d)(1);

F. Post-judgment interest under 28 U.S.C. § 1961(a) from the date judgment is entered until it is paid; and

G. Any other relief the Court finds just and proper.

Plaintiff seeks one satisfaction only and does not ask to recover the same loss under both Counts.

DEMAND FOR JURY TRIAL

Under Fed. R. Civ. P. 38(b), Plaintiff demands a trial by jury of all issues in this action that are triable of right by a jury.

CERTIFICATION AND SIGNATURE

Under Fed. R. Civ. P. 11, by signing below I certify that, to the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, this Complaint:

(1) is not presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation;

(2) is supported by existing law or by a nonfrivolous argument for extending, modifying or reversing existing law or for establishing new law; and

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(3) contains factual contentions that have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

I agree to give the Clerk's Office any change to the address where case-related papers may be served on me. I understand that if I do not keep a current address on file with the Clerk's Office, my case may be dismissed.

Dated: November 16, 2026

[Signature of Jordan Avery]

Jordan Avery
Plaintiff, appearing pro se
1420 Example Avenue, Apt. 3, Portland, Oregon 97200
Telephone (503) 555-0142
jordan.avery@example.com

VERIFICATION (OPTIONAL)

I, Jordan Avery, am the Plaintiff in this action. I have read this Complaint. The facts stated in it about my own acts, the documents I signed or sent, and the messages I received are within my personal knowledge and are true and correct. The facts stated on information and belief I believe to be true. The exhibits are true copies of the originals, except for the redactions that Fed. R. Civ. P. 5.2(a) requires.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 16, 2026, at Portland, Multnomah County, Oregon.

[Signature of Jordan Avery]

Jordan Avery

INDEX OF EXHIBITS

Exhibit A. Systems Migration Services Agreement dated March 3, 2025, with Schedule 1 (milestones and prices). First cited in paragraph 18.

Exhibit B. Invoices JA-1003 and JA-1004, with Riley Okonwood's acceptance emails of September 24, 2025 and November 25, 2025. Plaintiff's bank account number is redacted to its last four digits.

Exhibit C. Email from Dana Ellery to Plaintiff dated January 14, 2026.

Exhibit D. Notice of default dated May 7, 2026, with the certified mail delivery record showing receipt on May 11, 2026.

Exhibit E. Statement of account as of November 16, 2026, prepared as follows:

- Invoice JA-1003: $46,000.00 x 9% x 383 / 365 = $4,344.16, for October 30, 2025 through November 16, 2026
- Invoice JA-1004: $42,000.00 x 9% x 320 / 365 = $3,313.97, for January 1, 2026 through November 16, 2026
- Daily interest on both: $88,000.00 x 9% / 365 = $21.70

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Payments received on these two invoices: none

- Total due: $95,658.13

Redactions. Under Fed. R. Civ. P. 5.2(a), the exhibits show only the last four digits of any social-security, taxpayer-identification or financial-account number, only the year of any individual's birth, and only the initials of any minor.

SEPARATE FILING 1

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

Jordan Avery, Plaintiff, v. **Bramblegate Outfitters, Inc.**, Defendant.

Case No. [assigned by the Clerk on filing]

PLAINTIFF'S DISCLOSURE STATEMENT UNDER FED. R. CIV. P. 7.1(a)(2)

Jurisdiction in this action is based on diversity under 28 U.S.C. § 1332(a). Plaintiff Jordan Avery discloses the name and citizenship of every individual or entity whose citizenship is attributed to Plaintiff when the action is filed:

- Jordan Avery, an individual: citizen of the State of Oregon.

No other individual's or entity's citizenship is attributed to Plaintiff. Plaintiff is an individual and not a nongovernmental corporate party, so Rule 7.1(a)(1) does not require Plaintiff to disclose a parent corporation or stock ownership. Plaintiff will promptly file a supplemental statement if any required information changes.

Dated: November 16, 2026

[Signature of Jordan Avery]

Jordan Avery, Plaintiff, appearing pro se
1420 Example Avenue, Apt. 3, Portland, Oregon 97200
Telephone (503) 555-0142 | jordan.avery@example.com

FILING PACKAGE

Plaintiff presents these papers to the Clerk together:

1. **Signed Complaint** with Exhibits A through E.
2. **Disclosure statement** under Fed. R. Civ. P. 7.1(a)(2).
3. **Civil cover sheet, form JS 44**, completed as follows:
    - Plaintiff: Jordan Avery. Defendant: Bramblegate Outfitters, Inc.
    - Basis of jurisdiction: Diversity
    - Citizenship of the parties: Plaintiff, citizen of another State (Oregon); Defendant, incorporated and principal place of business in this State (Washington)

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Nature of suit: Other Contract

- Origin: Original proceeding
- Cause of action: 28 U.S.C. § 1332(a); breach of contract for unpaid services
- Demand: $88,000.00, exclusive of interest and costs. Jury demand: Yes

4. **Summons, form AO 440**, one for the only Defendant, addressed to Bramblegate Outfitters, Inc., 800 Sample Street, Suite 400, Seattle, Washington 98100, and naming Jordan Avery, 1420 Example Avenue, Apt. 3, Portland, Oregon 97200, as the person on whom the answer must be served. Plaintiff asks the Clerk to sign, seal and issue it.
5. **Filing fee of $405** ($350 under 28 U.S.C. § 1914(a) + $55 administrative fee); **$411** ($350 + $61) for a complaint filed on or after December 1, 2026. A plaintiff who cannot pay files an application to proceed in forma pauperis under 28 U.S.C. § 1915 in place of the fee.

SERVICE OF PROCESS (FED. R. CIV. P. 4)

No certificate of service is attached to this Complaint. The original Complaint is served with a summons under Rule 4, and proof of that service is filed later.

Step 1: Request for waiver. On November 18, 2026, Plaintiff will send Defendant, by first-class mail addressed to Dana Ellery, an officer of Defendant, the notice of the action and request to waive service on the forms appended to Rule 4, with a copy of the Complaint, two copies of the waiver form and a prepaid means of returning it. The request will ask Defendant to return the waiver by December 21, 2026, which is at least 30 days after the request was sent. If Defendant returns it in time, its answer is due 60 days after November 18, 2026, and Plaintiff will file the waiver with the Court.

Step 2: Personal delivery. If Defendant does not return the waiver by December 21, 2026, a person who is at least 18 and not a party will deliver the summons and Complaint to Defendant's registered agent under Rule 4(h)(1)(B). The answer is then due 21 days after service.

Step 3: Time limit. The Complaint is filed on November 16, 2026. The 90th day under Rule 4(m) is February 14, 2027, a Sunday. The next day is a legal holiday, so the period runs until February 16, 2027 under Rule 6(a)(1). Plaintiff will complete service well before that date.

PROOF OF SERVICE (completed by the server after delivery)

My name is Sam Whitlocke. I am at least 18 years old and not a party to this action. On January 6, 2027, I served the summons and a copy of the Complaint with Exhibits A through E in *Jordan Avery v. Bramblegate Outfitters, Inc.*, Case No. [assigned by the Clerk on filing], on Defendant Bramblegate Outfitters, Inc. by delivering them to Casey Brightwater, who told me that she is authorized to accept service for Defendant's registered agent, at 55 Placeholder Way, Olympia, Washington 98500.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 6, 2027.

[Signature of Sam Whitlocke]

Sam Whitlocke
12 Sample Court, Olympia, Washington 98500

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