

IN THE CIRCUIT COURT OF                      COUNTY, MISSISSIPPI

d/b/a                      PLAINTIFF

VS.    NO.

DEFENDANT

COMPLAINT

COMES NOW the Plaintiff and files this Complaint against the above named Defendant and in support thereof would show unto this Court the following:

PARTIES

1.

The Plaintiff is a Mississippi corporation whose principle place of business is                      , Mississippi, located at                      .

2.

The Defendant,                      , is a Mississippi corporation, doing business in                      County, Mississippi, whose principal place of business is located at                      in                      , Mississippi and who may be served with process through its registered agent for service of process,                      , at                      , Mississippi.

FACTS

3.

On or about                      ,                      , the Defendant contracted to provide certain supplies and perform other related work to the Plaintiff for the total price of \$                      , with payment to be made to the Defendant                      (                      ) days after delivery to the construction project in                      . The contract was confirmed by writing on                      ,                      (see Exhibit "                      ", attached hereto).

4.

As an integral part of said contract, the Defendant provided to the Plaintiff certain shop drawings, outlining the foundation requirements for the use of their products.

5.

In reliance upon the contract aforementioned, the Plaintiff performed certain foundation work at the                      site in conformance with the shop drawings prepared by the Defendant.

6.

Subsequent to the agreement reached by the parties and subsequent to the Plaintiff acting to its detriment in reliance upon the terms agreed upon, the Defendant breached said contract by refusing to provide the materials described on the terms agreed upon.

7.

As a direct and proximate result of the Defendant's breach of contract, the Plaintiff was forced to secure materials from an alternate source on a "rush" basis, conforming to the shop drawings made by the Defendant, and said purchase cost the Plaintiff an amount far in excess of the contract amount agreed upon by the Defendant.

WHEREFORE, the Plaintiff prays this Honorable Court award damages from the Defendant, \_\_\_\_\_, for all damages proximately related to their breach of contract and/or negligence alleged herein in an amount to be determined by a jury, reasonably believed to exceed this Court's jurisdictional minimum. Further, the Plaintiff prays this Court grant all general relief to which it may be entitled.

Respectfully submitted,

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Attorney for

Of counsel:

Telephone:  
MSB #  
Attorney for