

JOHN LAWYER, ESQ.  
12 MAIN STREET  
ANYWHERE, USA  
Attorney for Plaintiff

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ABC COMPANY, GmbH

Plaintiff(s),

v.

ABC EYEWEAR CORPORATION,  
  
Defendant(s).

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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION:[insert] COUNTY

DOCKET NO.:

CIVIL ACTION

COMPLAINT AND DESIGNATION OF  
TRIAL COUNSEL

Plaintiff, ABC Company, by way of complaint against Defendant, says:

**THE PARTIES**

Plaintiff is an international entity organized pursuant to [insert] law. Under [insert] law ABC Company (ABC) is denominated as a "[insert]" which is essentially a legal denomination which is equivalent to a domestic limited liability company. ABC maintains its place of business at [insert address]. ABC is in the business of manufacturing parts and accessories for [insert].

Defendant ABC Eyewear Corporation, upon information and belief is a [insert] corporation lawfully doing business in the State of [insert]. ABC Eyewear maintains a place of business at [insert]. ABC Eyewear, upon information and belief is in the business of manufacturing eyewear.

Commencing in [insert] the parties began to do business with one another. This course of dealing would consist of defendant forwarding a purchase order to plaintiff who would then fill the order and either forward the product on to one of the defendant=s customers or defendant itself.

A number of transactions were consummated in this fashion.

On or about [insert], defendant placed an order with plaintiff for certain accessories which can described as "nose pads."

In response to this order, plaintiff manufactured the nose pads and submitted bills to defendant for the goods in the amount of \$[insert].

Despite plaintiff=s full and complete performance in response to defendant=s [insert] order, defendant refused to accept said order after it was assembled and produced by plaintiff. Furthermore, defendant refused to pay or compensate plaintiff for its efforts in producing and assembling said product in response to the [insert] order.

Plaintiff, consistent with the parties= prior course of dealing, reasonably relied on defendant=s representations and thereafter tendered complete performance.

Furthermore, despite plaintiff=s repeated demands for defendant to perform, defendant has refused to do so and breached its contract with plaintiff as well breached the representations it made to plaintiff.

As a result of the foregoing breached and conduct by defendant, plaintiff has been damaged.

### **COUNT ONE**

#### **BREACH OF CONTRACT**

The foregoing actions on the part of defendant constitute a breach of contract.

WHEREFORE, the Plaintiff demands judgment against the Defendant as follows:

- a. Consequential damages;
- b. Attorneys= fees;
- c. Lawful interest;
- d. Costs of suit; and
- e. For such other relief as the Court may deem equitable and just.

### **COUNT TWO**

#### **PROMISSORY ESTOPPEL**

Plaintiff hereby repeats and realleges the allegations made in Paragraphs 1-10 and realleges said allegations herein as if same was fully set forth herein.

Defendant represented that it wanted and desired plaintiff to manufacture goods for use in connection with defendant=s eyewear business.

Plaintiff performed solely upon defendant=s promise and inducement that it would be paid for services rendered.

Plaintiff fully performed in response to defendant=s order however, defendant

WHEREFORE, the Plaintiff demands judgment against the Defendant as follows:

- f. Consequential damages;
- g. Attorneys= fees;
- h. Lawful interest;
- i. Costs of suit; and
- j. For such other relief as the Court may deem equitable and just.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, John Lawyer, Esq. Is hereby designated as trial counsel in this matter.

**CERTIFICATION**

I hereby certify that the matter in controversy in this action is not the subject of any other actions pending in any court or of a pending arbitration proceeding, no other action or arbitration proceeding, no other action or arbitration is contemplated and no other parties must be joined in this action.

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JOHN LAWYER

Dated: