

JOHN LAWYER, ESQ.
12 Main Street
Anywhere, USA
Attorneys for Plaintiff

ABC CORPORATION,

Plaintiff,

vs.

123, INC.,

Defendant.

SUPERIOR COURT OF NEW JERSEY
[insert] COUNTY
LAW DIVISION

DOCKET NO.:

CIVIL ACTION

COMPLAINT, JURY DEMAND AND
DESIGNATION OF TRIAL COUNSEL

Plaintiff, ABC Corporation with its principal place of business at [insert address], by way
of complaint against the defendant states:

FIRST COUNT

1. ABC Corporation (Plaintiff) is a [insert] corporation with its principal place of business being located at [insert address]
2. 123 Inc. (Defendant) has its principal place of business at [insert address].
3. From [insert] until [insert], plaintiff was a sales representative for [insert company].
4. On [insert], [insert company] entered into a second sales representation agreement@ with plaintiff.
5. Pursuant to the agreement, plaintiff became the exclusive sales representative for [insert company] in a designated territory.
6. In [insert date], [insert company] was acquired by defendant.
7. After [insert company] acquisition, by defendant, plaintiff continued to operate as an exclusive sales representative for defendant, in its designated territory.
8. Plaintiff continued to market products under the [insert] trade name, and its relationship, including compensation, was determined by reference to the [insert date or year]

agreement between [insert company] and plaintiff.

9. [insert company] used to provide sales representatives, including plaintiff, with detailed monthly statements, setting forth their commissions and detailing the supporting information necessary to substantiate the commissions due.

10. When defendant acquired ABC Company, a meeting was held by the defendant with its various sales representatives. At that time, a representative of defendant represented to the various sales representatives present, including plaintiff, that they would follow [insert company] procedures.

11. Defendant followed [insert company] commission payment procedure sporadically. This became a source of tension with the various sales representatives, including plaintiff.

12. Subsequently, the parties attempted to renegotiate the terms of the sales representative agreement. When an agreement could not be reached, defendant terminated plaintiff as one of its sales representatives, by letter dated [insert date].

13. Plaintiff has requested from defendant the necessary documentation in order to properly calculate commissions due plaintiff. Defendant has refused to provide said information.

14. Upon information and belief, plaintiff believes defendant owes plaintiff over [insert amount] dollars in past due commissions.

15. Defendant has breached its contract with plaintiff by refusing to properly account the commissions due plaintiff, and to pay same.

16. Plaintiff is a sales representative as defined by [insert statute] et seq.

17. Defendant is a manufacturer as defined by [insert statute] et seq.

WHEREFORE, Plaintiff, ABC Corporation demands judgment against defendant, 123,

Incorporated; on the First Count:

1. For an amount to be determined;
2. Plus interest, costs of suit and
3. Attorney=s fees, as provided by [insert statute] et seq.

SECOND COUNT

1. Plaintiff repeats the allegations of the First Count.
2. As a result of all orders obtained by plaintiff and reorders received directly by defendant and shipped by defendant to plaintiff=s customers and into plaintiff=s exclusive territory and paid for by plaintiff=s customers, defendant benefited from plaintiff=s efforts and was unjustly enriched thereby.
3. Plaintiff=s efforts in soliciting and obtaining said orders and reorders was not furnished on a voluntary basis, but was rendered with the expectation of being paid.
4. As a result of plaintiff=s efforts, defendant is obligated to pay plaintiff the reasonable value of plaintiff=s services, which will be determined after a proper accounting is performed.

WHEREFORE, plaintiff, ABC Corporation demands judgment against defendant, 123, Incorporated, on the Second Count:

1. For an amount to be determined;
2. Plus interest, costs of suit and
3. Attorney=s fees, as provided by [insert statute] et seq.

THIRD COUNT

1. Plaintiff repeats the allegations of the Second Count.
2. The agreement of [insert date], between plaintiff and [insert company] provides in section [insert] that the agreement Ashall be governed by, construed and enforced in

accordance with the laws of the State of [insert]. . . .@

3. The defendant failed to pay plaintiff commissions due within five business days after said commissions were earned or the agreement between the parties was terminated.

4. As a result of defendant=s failure to pay commissions due plaintiff in a timely fashion, as required pursuant to [insert state] law, defendant must pay plaintiff double commission damages, plus reasonable attorney fees.

WHEREFORE, Plaintiff, ABC Corporation demands judgment against defendant, 123, Inc., on the Third Count:

1. For an amount to be determined;
2. For double commissions, as provided by [insert state] law;
3. For reasonable attorneys fees, and
4. For such other amounts as the court deems just and proper.

JURY DEMAND

The Plaintiff, ABC Corporation hereby demands trial by a jury on all triable issues of this Complaint.

Dated:

JOHN LAWYER

DESIGNATION OF TRIAL COUNSEL

Pursuant to rule 4:25-4, John Lawyer, is hereby designated as trial counsel for Plaintiff, ABC Corporation in the above matter.

Dated:

JOHN LAWYER

CERTIFICATION OF NO OTHER ACTION

Pursuant to rule 4:5-1, it is hereby stated that the matter in controversy is not the subject of any other action pending in any other Court or of a pending Arbitration Proceeding to the best of my knowledge or belief. Also, to the best of my belief, no other action or Arbitration Proceeding is contemplated. Further, other than the parties set forth in this pleading, we know of no other parties that should be joined in the above action. In addition, we recognize the continuing obligation of each party to file and serve on all parties and the Court an amended Certification if there is a change in the facts stated in this original Certification.

JOHN LAWYER

Dated: