

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

Plaintiff,

vs.

INTERNATIONAL, INC.,
Defendant.

SUPERIOR COURT OF NEW
JERSEY
LAW DIVISION
[insert] COUNTY

Docket
Number: _____

CIVIL ACTION

COMPLAINT AND JURY
DEMAND

Plaintiff, John Doe, maintaining his principal residence at [insert address], by way of
Complaint against the Defendant, says:

EMPLOYMENT RELATIONSHIP

1. The plaintiff is a United States Citizens and a resident of [insert] County.
2. The defendant, upon information and belief, is a New Jersey Corporation or a foreign corporation, maintaining its principal place of business at [insert], and is licensed to do business in this State.
3. In [insert year] the plaintiff took a position of employment with the defendant as a [insert title]. At or about this same time the plaintiff entered into an employment agreement with the defendant.
4. Pursuant to the employment agreement, the plaintiff was to receive a salary as well as a commission based on performance and measured by Afulfillment revenue.@
5. The plaintiff was subsequently promoted to first, a position as a manager of sales operations and then as a director of customer care.
6. The defendant continued to pay the plaintiff his commission earnings based on Afulfillment revenue.@ However, in or about [insert date], the defendant, without explanation or reason, suddenly ceased paying the plaintiff his commission.
7. The plaintiff subsequently inquired about his commission and specifically as to why it had been suspended. The defendant failed to provide any response to this inquiry.

8. In or about [insert date], the plaintiff was then told that his position with the defendant was being eliminated. Subsequently, the plaintiff was discharged from his employment.
9. The plaintiff was terminated, however, without being paid commissions which were due him from [insert date] through [insert date] with said commissions totaling \$[insert].
10. Thus, despite repeated demand the defendant has refused to pay outstanding commissions owed to the plaintiff as a result of his employment with the defendant.

FIRST COUNT

(Breach of contract)

11. The parties in this matter had reached a contractual agreement that the plaintiff would be paid commissions based on Afulfillment revenue@ stemming from his employment with the defendant.
12. Despite this agreement the defendant has failed to honor it and has in fact refused, and continues to refuse, to pay said commissions to the plaintiff.
13. As a result of the foregoing actions, the defendant has breached the employment agreement it entered into with the plaintiff and as a result of this breach, the plaintiff has been damaged.

WHEREFORE, the plaintiff demands judgment against the defendant as follows:

- a. For damages;
- b. For counsel fees incurred as a result of this action, pre-judgment interest and costs; and
- c. For any other relief which this Court deems is just and necessary.

SECOND COUNT

(Breach of duty of good faith and fair dealing)

14. The plaintiff repeats the allegations of the First Count of this Complaint as if those allegations were fully set forth herein.
15. Despite the agreement reached between the parties, the defendant has refused to honor same and has violated and breached the covenant of good faith and fair dealing which is implied in every contract entered into within this State as per New Jersey law.
16. As a result of the defendant=s breach of the covenant of good faith and fair dealing the plaintiff has been damaged.

WHEREFORE, the plaintiff demands judgment against the defendant as follows:

- a. For damages;

- b. For counsel fees incurred as a result of this action, pre-judgment interest and costs; and
- c. For any other relief which this Court deems is just and necessary.

THIRD COUNT

(Unjust Enrichment)

- 17. The plaintiff repeats the allegations of the First and Second Counts of this Complaint as if those allegations were fully set forth herein.
- 18. By virtue of the actions of the defendant, it has been unjustly enriched to the detriment of the plaintiff.
- 19. As a result of the foregoing unjust enrichment the plaintiff has been damaged.

WHEREFORE, the plaintiff demands judgment against the defendant as follows:

- a. For damages;
- b. For counsel fees incurred as a result of this action, pre-judgment interest and costs; and
- c. For any other relief which this Court deems is just and necessary.

ENTIRE CONTROVERSY CERTIFICATION

I hereby certify pursuant to Rule 4:5-1 that this matter is not the subject of any other action pending in any Court or of a pending arbitration proceeding, and that there exist no other parties to be joined to this action.

DESIGNATION OF TRIAL COUNSEL

John Lawyer, Esq., is hereby designated as trial counsel in this matter.

JURY DEMAND

The plaintiff hereby demands a jury as to all triable issues of fact presented in this matter.

DATED:

JOHN LAWYER, ESQ.