

JOHN LAWYER, ESQ.  
12 MAIN STREET  
ANYWHERE, USA

-----X  
TOWNSHIP OF BLANK,

Plaintiff,

vs.

JOHN DOE

Defendants.

-----X

: SUPERIOR COURT OF BLANK  
: LAW DIVISION  
: [INSERT] COUNTY  
:  
: DOCKET NO.  
:  
: Civil Action  
:  
:  
:  
: COMPLAINT

The [insert plaintiff], a municipal corporation of the State of [insert], located in [insert], [insert] County, [insert], complaining of the defendants alleges and says:

THE PARTIES

. At all relevant times hereto plaintiff Township of Blank is a municipality organized and governed under the laws of the State of [insert].

1. At all relevant times hereto defendant John Doe represented itself to be a financially sound and stable corporation engaged in the business of providing performance and maintenance bonds for commercial and municipal bonds contracts. Upon information and belief John Doe is authorized to participate in insurance and bonding projects pursuant to N.J.S.A. [insert].

. At all relevant times hereto defendant Jane Doe is or was a [insert] corporation lawfully doing business and operating under the laws of the State of [insert] and, is or was in the business of constructing residential homes and developments for same.

. At all relevant times hereto defendants [insert] are or were individual officers and/or directors of [insert names of directors of above defendant company] and upon information and belief are United States Citizens and residents of the State of [insert].

. At all times relevant hereto defendants John Does 1-100 and ABC Companies 1-20 are fictitious names of persons, partnerships, associations, limited partnerships, and/or corporations representing themselves to possess the experience, knowledge and expertise sufficient to permit them to perform as either contractors, subcontractors, sub-subcontractors, suppliers and/or materialmen for commercial and municipal construction projects.

#### THE [insert] DEVELOPMENT

. On or about [insert date], [insert] entered into a developer=s agreement with [insert] for the construction and development of a certain residential home project to be constructed within the Township of [insert] This project is commonly known as A[insert]@ (the development). A true copy of said developer=s agreement is appended hereto as Exhibit 1.

. According to the developer=s agreement [insert] was to construct the development in a professional and workmanlike manner and complete all punch list items or complete repairs in accordance with existing building or housing codes.

. Construction was to be completed in three phases and it consisted of approximately [insert] homes.

. To guarantee performance of [insert=s] work defendant [insert] issued a performance bond in favor of [insert]. In the event [insert] failed to perform or complete construction in a workmanlike manner the bond guaranteed payment and performance to secure

\_\_\_\_\_.

. At or about the time that [insert] completed its construction of the development numerous problems were discovered with regard to [insert]'s manner of construction at the development. The following defects were uncovered subject to continuing discovery and amendment:

a. [insert defects]

. Various demands have been made upon GCI to repair and remedy the foregoing defects however, the repairs or improvements have not been made. The defects represent a hazard to minors, residents, contractors, and any person traversing within the development.

#### FIRST COUNT

. [Insert defendant] has breached representations it had made to [insert plaintiff] that its construction would be conducted and completed in a workmanlike and professional manner. Furthermore, defendant [insert] has failed, neglected and/or refused and continues to fail, neglect and/or refuse to correct, repair, replace or complete the construction at the development so as to ensure that the residents are not subjected to unwarranted hazards caused by the construction as recited in paragraph 10 above.

. As a direct and proximate result of the actions and omissions of [insert defendant] the [insert plaintiff] has incurred professional fees and damages related to the faulty, incomplete and unsafe construction of the development and [insert plaintiff] will be forced to expend large and diverse sums of money to correct the defects and complete the construction of the development in order to ensure that it is safe for its residents.

WHEREFORE, the plaintiff, [insert], demands judgment against the defendant, [insert] for compensatory and punitive damages, together with interest, costs of suit, attorney's fees and such other relief as the court may deem equitable and just.

## SECOND COUNT

. Plaintiff [insert] repeats the allegations contained in the First Counts of this complaint and incorporates them herein as if set forth at length.

. [Insert defendants] negligently, carelessly and recklessly supplied labor, materials and/or services, used unskilled and unqualified workman, misrepresented their skills and the skills of the workmen provided, and failed to use accepted construction practices in constructing the development.

. As a direct and proximate result of the negligence, carelessness, and/or recklessness of these [insert defendants] [insert plaintiff] has sustained damages and will in the future be forced to expend large and diverse sums of money to correct the defects and complete the construction of the development in accordance with sound construction industry standards.

WHEREFORE, plaintiff [insert] demands judgment against the defendants [insert] for damages, both compensatory and punitive, together with interest, costs of suit, attorneys= fees and such other relief as the Court may deem equitable and just.

## THIRD COUNT

. Plaintiff [insert] repeats the allegations contained in the First and Second Counts of this complaint and incorporates them herein as if they were set forth at length.

. As a consequence of [insert defendant] issuing a performance bond and [insert defendant] as well as defendants [insert] and John Does 1-100 and ABC Companies 1-20 defaulting under [insert defendant] developer=s agreement, FIA, as surety, is liable to the plaintiff [insert] for all damages, costs, expenses, and fees incurred by [insert plaintiff] in order to complete the development in a professional and workmanlike manner in accordance with construction industry standards.

. As a direct and proximate result of the negligent and reckless acts and omissions of the foregoing defendants the plaintiff [insert] has incurred consequential damages and will in the future be forced to expend large and diverse sums of money to correct defects and complete the construction of the development for which defendant [insert] is liable for all damages and costs incurred by [insert plaintiff] as a result of the performance bond issued by [insert defendant].

WHEREFORE, plaintiff [insert] demands judgment against defendant [insert] for damages, both compensatory and punitive, together with interests, costs of suit and counsel fees, indemnification, and such other relief as the Court may deem equitable and just.

#### FOURTH COUNT

Plaintiff [insert] repeats the allegations contained in the First, Second, and Third counts of this complaint and incorporates them herein as if they were set forth at length.

Defendant [insert] are named as fictitious defendants upon information and belief that they participated in or were employed by, or subcontracted under the guidance and control of any named defendant to this action and as such, are liable to plaintiff [insert] for their negligence, misrepresentations, and acts or omissions relating to the development.

As a direct and proximate result of the aforesaid negligence, misrepresentations, acts or omissions of defendants [insert] [insert plaintiff] has suffered damages and will in the future be forced to expend large and diverse sums of money to correct the defects and complete the construction of the development in accordance with construction industry standards.

WHEREFORE, plaintiff, [insert], demands judgment against defendants [insert] for damages, both compensatory and punitive, together with interest, costs of suit, attorneys= fees and such other relief as the Court may deem equitable and just.

## FIFTH COUNT

[Insert plaintiff] repeats the allegations contained in the First, Second, Third, and Fourth counts of this complaint and incorporates them herein as if they were set forth at length.

Defendant [insert] are named as fictitious defendants upon information and belief that they participated in or were employed by, or subcontracted under the guidance and control of any named defendant to this action and as such, are liable to plaintiff [insert] for the their negligence, misrepresentations, and acts or omissions relating to the development.

As a direct and proximate result of the aforesaid negligence, misrepresentations, acts or omissions of defendants [insert] [insert plaintiff] has suffered damages and will in the future be forced to expend large and diverse sums of money to correct the defects and complete the construction of the development in accordance with construction industry standards.

WHEREFORE, the plaintiff, [insert], demands judgment against the defendants [insert] for damages, both compensatory and punitive, together with interest, costs of suit, attorneys= fees and such other relief as the Court may deem equitable and just.

## DEMAND FOR TRIAL BY JURY

Pursuant to R. 4:35-1, the plaintiff [insert] hereby demands a trial by jury of all issues raised in the complaint.

## DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, [insert], Esq., is hereby designated as trial counsel in the within matter.

## CERTIFICATION

I hereby certify, pursuant to R. 4:5-1, that the matter in controversy in this action is not the subject of any other action pending in any court or of a pending arbitration proceeding, no other action or arbitration is contemplated and no other parties must be joined in this action.

JOHN LAWYER, ESQ.  
Attorneys for Plaintiff [insert]

By: