

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

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JOHN DOE

Plaintiff,

v.

ABC AUTO TRANSPORT, INC.,

Defendant.

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

DOCKET NO.:\_\_\_\_\_

**CIVIL ACTION**

VERIFIED COMPLAINT AND  
DESIGNATION OF TRIAL COUNSEL

Plaintiff, maintaining his principle place of residence at [insert], by way of Complaint says:

1. Plaintiff maintains a [insert] residence at [insert] and a [insert] residence at [insert].
2. Upon information and belief, defendant is an Arizona corporation lawfully doing business in the State of [insert] and is in the business of transporting private motor vehicles. Defendant holds itself out to the public as a national and professional carrier specializing in the transportation of private motor vehicles.
3. On or about [insert], plaintiff hired defendant to transport his [insert] from his [insert] residence to his [insert] residence.
4. Defendant charged plaintiff a fee of \$[insert]to perform this service.
5. Subsequently, on or about [insert], plaintiff again retained defendant to transport his [insert] from his [insert] residence to his [insert] residence. Again, plaintiff was to be charged a fee of \$[insert] for these services.
6. Defendant picked up plaintiff=s motor vehicle in [insert] on or about [insert], and had promised to deliver plaintiff=s vehicle to his [insert] residence by [insert].

7. However, defendant substantially and unjustifiably delayed the delivery of plaintiff=s motor vehicle and in fact did not deliver it until [insert], while continually telling plaintiff that delivery had been delayed for numerous reasons, including but not limited to, employees quitting, communication breakdowns within defendant=s company, and, equipment failure.
8. Upon arrival in [insert], plaintiff=s car was in a dirty and filthy condition such that it had to be immediately washed upon plaintiff taking possession of it in order for plaintiff to safely operate his motor vehicle.
9. After plaintiff immediately had his motor vehicle washed he detected numerous dents and/or pings in or about the trunk area of his motor vehicle.
10. Plaintiff subsequently obtained estimates for the damage to his trunk which averaged \$ [insert].
11. Plaintiff appraised defendant of the damage to his motor vehicle, the cost to repair same, as well as plaintiff=s loss of use of his motor vehicle.
12. Despite causing plaintiff=s damages and in response to plaintiff=s demands, defendant denied any liability.

#### **COUNT ONE**

##### (CONSUMER FRAUD ACT)

13. Defendant did not perform and render services as it had represented and promised to plaintiff and it also rendered services contrary to its representations as a professional and reliable transporter of private motor vehicles.
14. Defendant violated [insert] Consumer Fraud Act (N.J.S.A. Title 56) since its actions constituted unconscionable commercial practices, were deceptive in nature, and were false promises.

**WHEREFORE**, plaintiff demands judgment against defendant for:

- 1) compensatory damages;
- 2) treble damages;
- 3) attorney=s fees and costs; and
- 4) for any other relief this court deems is just and necessary.

**COUNT TWO**

(BREACH OF CONTRACT)

15. Plaintiff repeats the allegations of Count One as if fully set forth herein at length.
16. As a result of defendant=s actions, the contract between the parties was breached and as a result of said breach, plaintiff has been damaged.

**WHEREFORE**, plaintiff demands judgment against defendant for:

- 1) consequential damages;
- 2) attorney=s fees and costs; and
- 3) for any other relief this court deems is just and necessary.

**COUNT THREE**

(DECLARATORY JUDGMENT)

15. Plaintiff repeats the allegations of Counts One and Two as if fully set forth herein at length.
16. Defendant provided plaintiff with a document entitled ACustomer/Carrier Contract Terms & Conditions.@ Said document contained a forum selection clause providing that disputes under said agreement were to be litigated in the State of [insert] and would be governed by [insert] law.
17. Plaintiff asserts his rights are uncertain under said agreement thus requiring declaratory relief since plaintiff herein alleges that the forum selection clause is unenforceable

because enforcement would offend [insert] strong public policy in enforcing its Consumer Fraud Act and, because enforcement would seriously inconvenience trial.

**WHEREFORE**, plaintiff demands judgment against defendant:

- 1) striking the forum selection clause and rendering it null and void;
- 2) for any other relief this court deems is just and necessary.

**TRIAL ATTORNEY DESIGNATION**

JOHN LAWYER, ESQ, is hereby designated as trial counsel in this matter for the defendants pursuant to R. 4:5-1(c).

Dated:

\_\_\_\_\_  
JOHN LAWYER, ESQ.  
Attorney for plaintiff

**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.

Dated:

\_\_\_\_\_  
JOHN LAWYER, ESQ.  
Attorney for plaintiff

**VERIFICATION**

STATE OF NEW JERSEY :

ss.:

COUNTY OF MONMOUTH:

John Doe, of full age, being duly sworn, according to law, upon his oath deposes and says:

I am the plaintiff in the foregoing Verified Complaint.

2. I hereby certify that the allegations contained in the Complaint are true to the best of my knowledge and belief. I am aware that if any statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
JOHN DOE

Sworn and subscribed to before me  
this    day of                      , .

\_\_\_\_\_  
JOHN LAWYER  
Attorney At Law In The State Of  
[insert]