

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

JANE DOE,

Plaintiff(s),

v.

ABC COMPANY INC.,

Defendant(s).

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

DOCKET NO.: DC-_____

CIVIL ACTION

COMPLAINT (Contract)

Plaintiff, Jane Doe, maintaining her principal residence at [insert address], by way of Complaint against the Defendant hereby alleges:

FIRST COUNT (CONSUMER FRAUD ACT)

1. Plaintiff is a United States Citizen and a resident of the State of [insert].
2. Upon information and belief the Defendant is a New Jersey for-profit corporation lawfully doing business in the State of [insert]. The Defendant maintains its principal place of business at [insert address]. The Defendant is also, upon information and belief, a licensed and regulated employment agency pursuant to [insert statute] et seq. and holds itself out to the public as such.
3. On or about [insert date], the parties executed a contract which required the Defendant to provide employment placement services to the Plaintiff (AContract@). A true copy of said Contract is appended hereto as **Exhibit 1**.
4. In consideration of services to be provided the Plaintiff paid to the Defendant \$[insert].
5. The Plaintiff clearly retained the Defendant based on certain representations the Defendant (through its employees/agents/servants) made to her both orally and in the Contract.
6. Specifically, the Contract represented that the Defendant would be providing the following services which included, but were not limited to:
 - a. Aworking@ with the Plaintiff until she accepted a career position of her choice for up to a [insert] year period after the Contract was executed;
 - b. advising the Plaintiff regarding her career development;

- c. identifying markets in which the Plaintiff could explore employment opportunities;
- d. establishing Acontacts@ on behalf of the Plaintiff;
- e. preparing the Plaintiff for interviews and educating her about interview techniques;
- f. revising and restructuring the Plaintiff=s resume;
- g. reviewing and evaluating job offers; and
- h. make accessible to the Plaintiff services of the Defendant=s support staff.

7. The Plaintiff reasonably relied on the foregoing representations in executing the Contract and paying \$[insert] to the Defendant.

8. Despite the foregoing, the Defendant committed an unconscionable commercial practice and breached its contract with the Plaintiff by failing to perform under the Contract in violation of the Consumer Fraud Act of [insert] as proscribed in [insert statute] et seq., by:

- a. negligently, unprofessionally, and improperly guiding and advising the Plaintiff as to the revision and restructuring of her resume;

- b. negligently, unprofessionally, and improperly guiding and advising the Plaintiff as to her career pathBparticularly in contradiction to her desires and interests;

- c. negligently, unprofessionally, and improperly providing the Plaintiff with bogus, outdated and useless information as to potential Acontacts@ for employment;

- d. failing to contact the Plaintiff and monitor her employment search; and

- e. failing to honor the terms and conditions of the Contract.

9. As a result of the Defendant=s inferior performance under the Contract the Plaintiff has been substantially damaged.

10. The foregoing conduct of the Defendant constitutes a violation of the Consumer Fraud Act of [insert] [insert statute], et seq.

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

- a. Compensatory damages;
- b. Treble damages;
- c. Punitive damages;
- d. Rescission;
- e. Attorneys= fees;
- f. Lawful interest;
- g. Costs of suit; and
- h. For such other relief as the Court may deem equitable and just.

SECOND COUNT (FRAUD)

1. The Plaintiff repeats and realleges the allegations contained in the First Count as if set forth at length and incorporated herein.
2. The foregoing conduct of the Defendant constitutes fraud; legal and equitable.

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

- a. Compensatory damages;
- b. Treble damages;
- c. Punitive damages;
- d. Rescission;
- e. Attorneys= fees;
- f. Lawful interest;
- g. Costs of suit; and
- h. For such other relief as the Court may deem equitable and just.

THIRD COUNT (BREACH OF CONTRACT)

1. The Plaintiff repeats and realleges the allegations contained in the First and Second Counts as if set forth at length and incorporated herein.
2. The foregoing conduct of the Defendant constitutes an actionable breach of contract.
3. Said Defendant further violated the covenants of good faith and fair dealing implied in every contract under [insert] law.

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

- . Compensatory damages;
- i. Treble damages;
- j. Punitive damages;
- k. Rescission;
- l. Attorneys= fees;
- m. Lawful interest;
- n. Costs of suit; and
- o. For such other relief as the Court may deem equitable and just.

FOURTH COUNT (BREACH OF WARRANTY)

1. The Plaintiff repeats and realleges the allegations contained in the First, Second and Third Counts as if set forth at length and incorporated herein.
2. The statements and representations made by the Defendant in the said Contract constitute affirmations of fact and promises which relate to the subject Contract and became part of the basis of the bargain between the parties. Accordingly, said affirmations of fact and promises created an express warranty that the subject Contract would conform to the affirmations and promises, [insert statute].

3. The Plaintiff did, within a reasonable period of time after discovering said breach, notify the Defendant of said breach, [insert statute], however, the Defendant failed to cure the reported defects and deficiencies.

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

All remedies available to the Plaintiff under the Uniform Commercial Code, including but not limited to, revocation, rescission, breach of warranty damages, including incidental and consequential damages.

FIFTH COUNT (UNJUST ENRICHMENT)

1. The Plaintiff repeats and realleges the allegations contained in the First, Second, Third and Fourth Counts as if set forth at length and incorporated herein.

2. By virtue of the Defendant=s actions, it has been unjustly enriched to the detriment of the Plaintiff.

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

- a. Compensatory damages;
- b. Treble damages;
- c. Punitive damages;
- d. Rescission;
- e. Attorneys= fees;
- f. Lawful interest;
- g. Costs of suit; and
- h. For such other relief as the Court may deem equitable and just.

SIXTH COUNT (NEGLIGENCE)

1. The Plaintiff repeats and realleges the allegations contained in the First, Second, Third, Fourth and Fifth Counts as if set forth at length and incorporated herein.

2. The Defendant owed a duty of care to advise, consult and act in a professional manner as it pertained to the Plaintiff=s employment search.

3. The Defendant breached this duty of care by its foregoing actions and failed to act in accordance with industry standards and customs.

4. The Defendant=s conduct, as aforesaid, constitutes actionable negligence.

5. As a result of the Defendant=s negligence, as aforesaid, the Plaintiff has been seriously damaged.

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

- . Compensatory damages;

- p. Attorney=s fees;
- q. Lawful interest;
- r. Costs of suit; and
- s. 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.

JURY DEMAND

The Plaintiff hereby demands a trial by jury as to all claims raised herein.

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: May 16, 2000

JOHN LAWYER, ESQ.