

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

ABC COMPANY, INC. ,

Plaintiff,

vs.

123 DISTRIBUTION, INC.,
t/a 123, JOHN SMITH, SR. AND JOHN
SMITH, JR.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
[insert] COUNTY
LAW DIVISION

DOCKET NO.:_____

CIVIL ACTION

COMPLAINT, JURY DEMAND AND
DESIGNATION OF TRIAL COUNSEL

Plaintiff, ABC Company, Inc., a [insert] Corporation, with its principal office being
[insert address], by way of complaint against defendants, states:

FIRST COUNT

1. Defendant, 123 Distribution, Inc. t/a 123 (A123@) is a [insert] corporation with offices located at [insert address]
2. Upon information and belief defendants, John Smith, Sr., and John Smith, Jr., are shareholders, directors and officers of 123, and are residents of [insert].
3. On [insert date], plaintiff sold its assets to 123 for \$[insert amount].
4. Part of the purchase price was evidenced by three promissory notes in the amounts of \$[insert] \$[insert] and \$[insert]. The balance was paid at closing.
5. The \$65,000.00 and \$25,000.00 notes have been paid.
6. The \$[insert] note, a copy of which is attached hereto as exhibit A, required monthly payments of principal in the amount of \$[insert], beginning [insert date], through and

including [insert date], at which time the entire balance due on the note, including accrued unpaid interest at 6% was due and owing.

7. Defendant [insert name] made the monthly payments through [insert date], but failed to make the balloon payment when due in the amount of \$[insert], which represents \$[insert] of unpaid principal and \$[insert] of accrued but unpaid interest.

8. During [insert date], defendant made a \$[insert] payment, leaving a balance on the funds due as of [insert date], of \$[insert].

9. At closing, 123, executed a Security Agreement, a copy of which is attached hereto as exhibit B, in which 123 agreed, upon default in the performance of its obligations to pay all expenses incurred by plaintiff in performing the promise, plus interest at the annual rate of [insert]%.

10. Full payment has been demanded on behalf of plaintiff, but defendants have failed to make same.

WHEREFORE, plaintiff requests the court for judgment against defendant 123 Distribution Inc. t/a 123 on the First Count, together with interest, costs and attorney=s fees, and for such further relief as the court deems just and proper.

SECOND COUNT

11. Plaintiff, repeats the allegations of the Second Count.

12. As part of the closing on the purchase of plaintiff=s assets by Joil, defendants, John Smith, Sr., and John Smith, Jr., executed a written Guaranty, a copy of which is attached hereto as exhibit C.

13. Per the terms of said Guaranty, defendants Smith agreed to be jointly and severally and primarily liable to plaintiff for the debt evidenced by the notes previously

referenced.

14. Demand for payment for the outstanding balances due on the note has been made of defendants Smith on behalf of plaintiff. They have failed to make same.

WHEREFORE, plaintiff requests the court for judgment against defendants, John Smith, Sr. , and John Smith, Jr. on the Second Count, together with interest, costs and attorneys = fees, and for such further relief as the court deems just and proper.

Dated:

JOHN LAWYER

JURY DEMAND

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

DESIGNATION OF TRIAL COUNSEL

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

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