

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

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JOHN DOE AND JANE DOE,

Plaintiffs,

vs.

ABC COMPANIES, ABC at 123 II, L.L.C. AND  
JOHN SMITH,

Defendants.

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SUPERIOR COURT OF NEW JERSEY  
[insert] COUNTY  
LAW DIVISION

DOCKET NO.  
CIVIL ACTION

VERIFIED COMPLAINT, JURY  
DEMAND AND DESIGNATION OF  
TRIAL COUNSEL

Plaintiffs, John Doe and Jane Doe, residing at [insert address], files their complaint against the defendants pursuant to the [insert] Consumer Fraud Act, Sections [insert] et seq. of the [insert] statutes, and herein alleges as follows:

1. At all times relevant to this complaint, defendant, ABC Companies, is a domestic limited liability company organized and existing under the laws of the State of [insert], with its registered office located at [insert address].

2. At all times relevant ABC att 123 II, L.L.C., was a domestic limited liability company organized and existing under the laws of the State of [insert], with its registered office located at [insert address]

3. At all times relevant to this complaint, defendant, John Smith was, upon information and belief, a principal, officer or employee of defendants, ABC Companies and ABC at 123 II, L.L.C.

4. At all times relevant to this complaint, defendant, ABC Companies, was engaged in the business of selling new homes to the public.

5. During [insert date], plaintiffs went to defendant=s sales office for a development, being built, known as A[insert]@.

6. At said time, plaintiffs were impressed by defendants sales representations that defendant was an Aestablished builder@ with a Aphilosophy of quality and integrity@. Plaintiffs received a promotional brochure that provided statements such as:

[insert]

7. Defendant=s sales representatives at the several meetings with plaintiffs induced plaintiffs to enter a contract to purchase a home from defendant based upon such representations that defendant, ABC Companies was an established builder with an excellent reputation for building a quality home.

8. Plaintiffs were impressed by the language provided in the sales brochure that AJohn Smith personally guides the company, maintaining its well-deserved reputation for wisdom, honesty and trust.@

9. Knowing that a family member stood behind the company and vouched for its purported reputation carried great weight with plaintiffs in making their decision to purchase a home from ABC Companies.

10. Plaintiffs signed a contract to purchase a home on [insert]. The contract was between ABC at 123 II, L.L.C. and plaintiffs. The heading of the contract referred to ABC Companies. At no time were plaintiffs led to believe that their builder was an entity other than ABC Companies.

11. The home is located at [insert address].

12. Plaintiffs entered into the contract to purchase said home relying upon the verbal and written representations given to them regarding the quality of the builder, ABC Companies.

13. Plaintiffs closed on the purchase of their home on [insert], for \$[insert], receiving a deed.

14. On [insert date], plaintiffs entered into a contract to sell their home to [insert].

15. As part of the contract, buyers had the right to have the home inspected by a home inspector.

16. A home inspection was done. The inspection revealed that the stucco siding, which was originally installed during the construction of the home, was not properly installed, resulting in water intrusion and damage.

17. As the result of the inspection conducted on the property, the buyers cancelled the contract to purchase plaintiff=s home.

18. As a result, plaintiffs had to cancel a contract with defendant, ABC Companies, to purchase a new home in one of its other developments.

19. After reviewing the inspection report that was prepared for the [insert], plaintiffs hired an engineer to inspect their home.

20. The engineer inspected the home and determined that the stucco system installed on plaintiffs= home was not installed properly in that the system was not constructed pursuant to the standards required by the building code in effect at the time of the home=s construction. He further concluded that the builder=s improper installation of the stucco system resulted in significant moisture damage to the home.

21. Specifically, plaintiffs expert determined, in part:

- a) The thickness of stucco applied to the home was too thin, and not up to code;
- b) Control joints in the stucco were not provided, as required, resulting in stress cracking; and
- c) Flashings were not installed between the stucco and adjacent dissimilar materials, such as doors and windows, as required by code.

22. Upon receipt of the engineer=s report, plaintiffs contacted defendant ABC

Companies, and met their representative, [insert], at the house. Present was [insert]. [insert] was a representative of [insert] a, which, upon information and belief, installed the stucco system.

23. At said meeting, [insert] told plaintiff, John Doe, that they do not install stucco systems pursuant to the building code because the municipal inspectors do not inspect stucco applications according to building code standards.

24. In purchasing their home from defendants, plaintiffs relied on the verbal and written representations made to them that the ABC Companies was a quality established builder with integrity.

25. In reality, plaintiffs were sold a home with a stucco system that was not installed pursuant to building code standards, causing water and moisture damage to the home.

26. As a result, plaintiffs need to have the stucco system replaced and the damage caused to the home by the resulting moisture penetration repaired.

27. Defendants refused to accept responsibility for the damage caused by the defective stucco system.

28. In engaging in the above conduct, defendants committed an unconscionable commercial practice, deception, fraud, falsity or misrepresentation in connection with the construction and sale of the home.

29. As a result of defendants unlawful conduct plaintiffs have suffered damage.

WHEREFORE, plaintiffs request judgment against defendants for:

1. Compensatory damages;
2. Treble damages;
3. Reasonable attorney=s fees, filing fees, and costs of suit; and
4. Any further relief which the court may deem just and proper.

Dated:

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JOHN LAWYER, ESQ.

#### CERTIFICATE OF NOTICE

Pursuant to [insert statute], plaintiff is mailing a copy of this complaint to the Office of the Attorney General, insert address], on [insert date]

#### DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, John Lawyer, Esq., is hereby designated as trial counsel for the plaintiffs, John Doe and Jane Doe, in the above matter.

#### JURY DEMAND

Plaintiffs, John Doe and Jane Doe, hereby demand trial by a jury on all triable issues raised in this complaint, pursuant to R1:8-2(b) and R 4:35-1(a).

#### CERTIFICATION OF NO OTHER ACTIONS

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 our knowledge or belief. Also, to the best of our belief, no other action or arbitration 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.

Dated:

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JOHN LAWYER, ESQ.

VERIFICATION

I am plaintiff in the above-entitled action. I have read the foregoing complaint and know its contents. Such contents are true of my own knowledge, except as to matters stated on information and belief, and, as to such matters, they are true to the best of my knowledge and belief.

Dated:

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JOHN LAWYER, ESQ.

Subscribed and sworn to before me

on

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