

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

---

**JOHN DOE AND JANE DOE, as Guardians  
Ad Litem for James Doe, JOHN DOE,  
individually, and, JANE DOE, individually,**

**Plaintiffs,**

**vs.**

**ABC CORPORATION, INC., and JANE  
SMITH, individually, and John Does 1-100,**

**Defendants.**

---

**SUPERIOR COURT OF NEW JERSEY  
[INSERT] COUNTY  
LAW DIVISION**

**DOCKET NO. \_\_\_\_\_**

**CIVIL ACTION**

**COMPLAINT, JURY DEMAND, AND  
DESIGNATION OF TRIAL COUNSEL**

Plaintiffs, John Doe and Jane Doe, as Guardians Ad Litem for James Doe, and John Doe, individually and Jane Doe, individually, maintaining their principal place of residence at [insert], in the Township of [insert], County of [insert], say:

**THE PARTIES**

- The Plaintiffs John Doe and Jane Doe are residents of the State of [insert] and are husband and wife.
2. Plaintiff James Doe is a child born of the marriage of John and Jane Doe. James' birth date is [insert].
  3. Upon information and belief, the Defendant ABC Corporation, Inc., Inc., is a [insert] corporation lawfully doing business in the State of [insert]. ABC Corporation, Inc. offers services to the public for [insert type of service provided].
  4. Defendant Jane Smith is, at all times referenced herein, an employee of ABC Corporation, Inc..
  5. Upon information and belief, Defendants John Does 1-100 are employees, agents, or servants of the Defendant ABC Corporation, Inc..

**THE CARE OF JAMES DOE**

On or about [insert], the Does signed an Enrollment agreement@ with Defendant ABC Corporation, Inc. under which ABC Corporation, Inc. would provide child care services

for James. At that time, James was just over two (2) years old. A true copy of this agreement is appended hereto as **Exhibit 1**.

6. As per the terms of the enrollment agreement James was to be cared for by ABC Corporation, Inc. employees for a weekly fee.
7. At the same time that the enrollment agreement was executed the Smiths were provided with a copy of ABC Corporation, Inc.'s Apparent handbook. A true copy of this handbook is appended hereto as **Exhibit 2**.
8. The handbook contained various representations including a pledge that ABC Corporation, Inc. would provide the very best care for the children, see AOur Pledge found on page [insert], that ABC Corporation, Inc. would also provide the A[h]ighest quality child care available, see paragraph [insert], as well as a Aoving and caring environment, see paragraph [insert], and, A[p]eace-of-mind safety in a secure environment. See paragraph [insert].
9. The handbook also stated ABC Corporation, Inc.'s philosophy to provide the children with Aunderstanding and loving care, see AEducational Philosophy Statement on page \_\_\_, and to encourage the children cared for by it to Abecome more confident and self-motivated to engage in a variety of activities, develop strong feelings of self-worth and a positive self-esteem, and develop a life-long love of learning. Id.
10. The Does relied on these representations in placing James with ABC Corporation, Inc. and entrusting the care of James to ABC Corporation, Inc. and its employees.
11. Despite the foregoing, on [insert], while James was in [insert] at the ABC Corporation, Inc. facility in [insert], [insert], and while under the exclusive care and custody of ABC Corporation, Inc. employees, James suffered a serious and severe injury to his [insert] when Defendant Smith attempted [insert].
12. At the time of this incident James was approximately [insert age].
13. ABC Corporation, Inc. then notified Jane Doe of the incident. Within minutes Mrs. Doe arrived at the care facility and she sustained a severe shock to learn of James = injury as well as upon viewing James = [insert type of injury]
14. Subsequently, Mr. Doe was notified of the incident and he, like Mrs. Doe was shocked to learn what had happened to his son.

**COUNT ONE - NEGLIGENCE**

15. The actions on the part of the Defendants clearly deviated from acceptable standards of [insert service] and such actions were negligent.
16. As a result of the negligent care of James, John, Jane and James Doe, as Plaintiffs, have been damaged.
17. The Plaintiffs= injuries were proximately caused by the negligence of the Defendants since the Defendants created a dangerous, hazardous and unsafe condition, failed to properly care for James and safeguard him from danger and hazardous conditions, failed to warn him or his parents of this dangerous condition, and they unreasonably exposed James to dangerous conditions.

WHEREFORE, the Plaintiffs seek judgment against the Defendants for:

- a. Compensatory damages;
- b. Punitive damages;
- c. Counsel fees;
- d. Pre-judgment interest;
- e. Costs; and
- f. Any other relief which this Court deems is necessary.

**COUNT TWO - FAILURE TO PROPERLY SUPERVISE**

18. The Plaintiffs repeat the allegations of the paragraphs 1-19 as if they were set forth at length herein.
19. The Defendant Smith was, at the time of the incident on November 24, 1998, an employee of ABC Corporation, Inc. responsible for caring and supervising James which would include changing James=s diapers when necessary.
20. ABC Corporation, Inc. entrusted Defendant Smith with the responsibility of caring for James and as a result of this entrustment ABC Corporation, Inc. owed the Plaintiffs a duty to properly supervise its employees such as Smith.
21. The Defendant ABC Corporation, Inc. breached its duty to the Plaintiffs to provide competent, professional and caring personnel by failing to properly supervise Smith=s actions.
22. As a result of the Defendant ABC Corporation, Inc.=s failure to properly supervise its staff members including Smith, James sustained serious and severe injuries. As a result,

the Plaintiffs have been damaged by the harm proximately caused by ABC Corporation, Inc.'s breach of its duty to supervise.

WHEREFORE, the Plaintiffs seek judgment against the Defendants for:

- a. Compensatory damages;
- b. Punitive damages;
- c. Counsel fees;
- d. Pre-judgment interest;
- e. Costs; and
- f. Any other relief which this Court deems is necessary.

### **COUNT THREE - FAILURE TO PROPERLY TRAIN**

- 23. The Plaintiffs repeat the allegations of the paragraphs 1-24 as if they were set forth at length herein.
- 24. The Defendant ABC Corporation, Inc. was responsible and owed a duty to the Plaintiffs to properly train its staff in the care of children such as James.
- 25. ABC Corporation, Inc. breached this duty by failing to adequately train its employees such as Smith.
- 26. As a result of ABC Corporation, Inc.'s breach of its duty to properly train its employees James sustained serious and severe injuries and consequently, the Plaintiffs have been damaged.

WHEREFORE, the Plaintiffs seek judgment against the Defendants for:

- a. Compensatory damages;
- b. Punitive damages;
- c. Counsel fees;
- d. Pre-judgment interest;
- e. Costs; and
- f. Any other relief which this Court deems is necessary.

### **COUNT FOUR - BREACH OF WARRANTY**

- 27. The Plaintiffs repeat the allegations of the paragraphs 1-28 as if they were set forth at length herein.
- 28. As per the terms of the handbook provided to the Plaintiffs, ABC Corporation, Inc. warranted that it would provide professional, competent, and safe services to the

Plaintiffs in the care of their child in exchange for consideration. Additionally, ABC Corporation, Inc. warranted that James would Abecome more confident and self-motivated to engage in a variety of activities, develop strong feelings of self-worth and a positive self-esteem, and develop a life-long love of learning. @

29. The Plaintiffs relied on these representations in placing James with ABC Corporation, Inc. and entrusting the care of their son, James, to ABC Corporation, Inc. and its employees.
30. ABC Corporation, Inc. breached this warranty by failing to provide a professional, competent and safe environment for James despite its reassurances that it would.
31. Additionally, ABC Corporation, Inc. breached this warranty since James, as a result of the incident, did not Abecome more confident and self-motivated to engage in a variety of activities, develop strong feelings of self-worth and a positive self-esteem, and develop a life-long love of learning. @
32. As a proximate result of ABC Corporation, Inc.=s breach of warranty the Plaintiffs have been damaged.

WHEREFORE, the Plaintiffs seek judgment against the Defendants for:

- a. Compensatory damages;
- b. Punitive damages;
- c. Counsel fees;
- d. Pre-judgment interest;
- e. Costs; and
- f. Any other relief which this Court deems is necessary.

#### **COUNT FIVE - BREACH OF CONTRACT**

33. The Plaintiffs repeat the allegations of the paragraphs 1-34 as if they were set forth at length herein.
34. The terms of the handbook given to the Plaintiffs in exchange for compensation for the care of James constituted a contract between the parties.
35. Defendant ABC Corporation, Inc. breached this contract by failing to honor and fulfill the representations that ABC Corporation, Inc. made to the Plaintiffs in the handbook which pertained to James=s care and the betterment and advancement of his self-esteem.

36. As a result of ABC Corporation, Inc.'s breach of its promises the Plaintiffs have been damaged.

WHEREFORE, the Plaintiffs seek judgment against the Defendants for:

- a. Compensatory damages;
- b. Punitive damages;
- c. Counsel fees;
- d. Pre-judgment interest;
- e. Costs; and
- f. Any other relief which this Court deems is necessary.

**COUNT SIX - CONSUMER FRAUD ACT**

37. The Plaintiffs repeat the allegations of the paragraphs 1-38 as if they were set forth at length herein.
38. The Defendant ABC Corporation, Inc. provided child care services to the Plaintiffs and through its handbook ABC Corporation, Inc. held itself out to the Plaintiffs as a professional and competent provider of such services.
39. The Plaintiffs relied on ABC Corporation, Inc.'s representations as the provider of professional, safe and competent services and these representations induced the Plaintiffs into placing James with ABC Corporation, Inc..
40. ABC Corporation, Inc. breached its representations by exposing James to a dangerous and hazardous condition, by failing to properly train and supervise its employees who would care for James, and by providing unprofessional, incompetent, and negligent care for James despite the various assurance that ABC Corporation, Inc. made to the Plaintiffs in its handbook.
41. As a result of the Defendants' actions, in representing they would provide professional, competent and safe services but failing to do so, the Defendants committed an unconscionable commercial practice based on deception, false pretenses, and false promises.
42. As a result of these actions, the Plaintiffs have been damaged.
- WHEREFORE, the Plaintiffs seek judgment against the Defendants for:
- a. Compensatory (treble) damages;
  - b. Punitive damages;

- c. Counsel fees;
- d. Pre-judgment interest;
- e. Costs; and
- f. Any other relief which this Court deems is necessary.

**COUNT SEVEN - NEGLIGENCE INFLICTION**  
**OF EMOTIONAL DISTRESS**

- 43. The Plaintiffs repeat the allegations of the paragraphs 1-44 as if they were set forth at length herein.
- 44. The actions of the Defendants negligently caused a serious and severe personal injury to James who maintains an intimate familial relationship to John Doe, his father, and Jane Doe, his mother.
- 45. Plaintiff Jane Doe observed the injury to James at the scene of the incident and as a result of this observation, she suffered severe emotional distress.

WHEREFORE, the Plaintiffs seek judgment against the Defendants for:

- a. Compensatory damages;
- b. Punitive damages;
- c. Counsel fees;
- d. Pre-judgment interest;
- e. Costs; and
- f. Any other relief which this Court deems is necessary.

**DEMAND FOR TRIAL BY JURY**

The Plaintiffs in the within cause hereby demand a trial by jury of all issues raised in this matter.

**DESIGNATION OF TRIAL COUNSEL**

[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 Plaintiffs

By:\_\_\_\_\_

Dated: