

**John LAYWER, ESQ.  
12 MAIN STREET  
ANYWHERE, USA**

**ABC P.C.,**

**Plaintiff,**

**vs.**

**123, P.C., and JOHN DOES 1-20,**

**Defendants.**

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

**DOCKET**

**NO.:**

**CIVIL ACTION**

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

The plaintiff, ABC, P.C., which maintains its principal place of business at [insert address], by way of complaint against the defendants, says:

**THE PARTIES**

1. The plaintiff, ABC, P.C. (ABC), is a certified public accounting firm and is organized as a professional association pursuant to the laws of the State of [insert].
2. Upon information and belief, defendant 123, P.C. (123), is also a certified public accounting firm and is organized as a professional association pursuant to the laws of the State of [insert]. 123 maintains its principal place of business at [insert address]
3. Defendants, JOHN DOES 1-20, are believed to be either employees, servants or agents of 123.

**FIRST COUNT**

**TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS**

4. ABC is an established public accounting firm which does business in [insert] and over the years, of providing services to clients, has developed an excellent reputation in the accounting field.

5. Furthermore, since [insert date], plaintiff ABC has represented various clients including [insert company] as well as other entities which are either affiliated with, associated with, or under the control or ownership of the same principals who own and control [insert company], and the principals at [insert company], primarily [insert].

6. Upon information and belief, [insert company] was referred to ABC through its main principal, [insert], because, in part, of its excellent reputation.

7. Due to the continuing and developing relationship with [insert], [insert] and affiliated entities, [insert] had developed a substantial amount of business which generated a substantial amount of revenue for services provided annually.

8. At some time in [insert date], [insert] became dissatisfied with ABC=s services.

9. At or about this same time [insert company representative] revealed that his dissatisfaction with ABC stemmed from advice he was receiving from defendant 123.

10. ABC then learned that 123 had made disparaging remarks about the quality of its advice, services, integrity, and professionalism to [insert company representative] and that 123 had encouraged and assisted him in filing a complaint with the [insert state] Division Of Consumer Affairs, State Board of Accountancy, which alleged that ABC had acted in a Agross[ly] negligen[t]@ manner.

11. [insert representative] and the related entities then terminated their relationship with ABC and they retained the services of 123.

12. 123 acted intentionally and maliciously in interfering with ABC=s relationship with [insert representative and company name] and its affiliates.

13. The foregoing actions on the part of 123 constitute an unlawful interference with contractual relations between [insert representative], [insert company]and related entities

ABC since:

- (A) there was a contractual relationship between ABC and [insert company]
- (B) 123 clearly knew of ABC=s contractual relationship with [insert company]
- (C) 123 wrongfully interfered with ABC=s contractual relations;
- (D) 123=s interference is the reason for the loss of ABC=s contractual relationship with [insert company]; and
- (E) as a result of 123=s actions, ABC has been damaged.

WHEREFORE, the plaintiff ABC demands judgment against the defendants:

- (a) for compensatory damages;
- (b) for punitive damages;
- (c) for attorney=s fees, costs and interest; and
- (d) for any other relief this Court deems just and necessary.

## **SECOND COUNT**

### **TORTIOUS INTERFERENCE WITH PROSPECTIVE CONTRACTUAL RELATIONS**

The plaintiff ABC repeats and realleges all allegations or denials contained within the First Count of this complaint as if set forth at length herein.

Because of the long standing relationship between ABC,[insert representative], [insert company] and its affiliates, ABC maintained a reasonable expectation of economic advantage and benefit. In other words, ABC reasonably expected to remain as the accountants for [insert company] and its affiliates for quite some time.

- 16. 123 was either aware of ABC=s reasonable expectation or should have been aware of it. However, because of the intentional and malicious interference by 123, which was committed without justification or excuse, ABC lost , [insert company]and its affiliates as

clients.

In the absence of 123=s interference with ABC=s contractual relations with [insert representative], [insert company], ABC would have received its anticipated economic benefit.

The actions of 123 constitute a tortious interference with ABC=s prospective contractual relations because, but for 123=s actions, ABC would have received the anticipated economic advantage and benefit of its continuing relationship with [insert representative], [insert company] and its affiliates.

As a result of 123=s actions, ABC has suffered damages.

WHEREFORE, the plaintiff ABC demands judgment against the defendants:

- (a) for compensatory damages;
- (b) for punitive damages;
- (c) for attorney=s fees, costs and interest; and
- (d) for any other relief this Court deems just and necessary.

### **THIRD COUNT**

#### **PRODUCT DISPARAGEMENT/INJURIOUS LIKELIHOOD**

The plaintiff ABC repeats and realleges all allegations or denials contained within the First and Second Counts of this complaint as if set forth at length herein.

- 22. 123 is a competitor of ABC and is engaged in the same line of business as ABC.
- 23. 123 made various statements regarding ABC=s quality of services as well as the competence of ABC to [insert representative], [insert company] including, but not limited to, assisting Bohler with the filing of a complaint with the State Board of Accountancy

as well as statements made to [insert company] regarding ABC=s quality of services in general.

123=s statements and actions were derogatory in nature, related to competition between 123 and ABC, made with malice, clearly related to ABC=s public accounting services, and said actions and comments were of a kind calculated to prevent others from dealing with ABC or otherwise to interfere with others wishing to deal with ABC to ABC=s disadvantage.

Subsequent to 123=s acting as it did and making said statements, [insert representative], [insert company], and its related entities terminated their relationship with ABC.

[Insert representative], [insert company], and its related entities then retained the services of 123 for its accounting needs.

123=s actions and statements were the sole cause for [insert representative], [insert company] and its related entities terminating their relationship with ABC.

As a result of their terminating their relationship with ABC, ABC has clearly been damaged.

WHEREFORE, the plaintiff ABC demands judgment against the defendants:

- (a) for compensatory damages;
- (b) for punitive damages;
- (c) for attorney=s fees, costs and interest; and
- (d) for any other relief this Court deems just and necessary.

#### **FOURTH COUNT - JOHN DOES 1-20**

The plaintiff ABC repeats the allegations contained in the First, Second, and Third Counts of this Complaint and incorporates them herein as if they were set forth at length.

Defendant John Does 1-20 are named as fictitious defendants upon information and belief that they participated in or were employed by, or retained under the guidance and control of any named defendant to this action and as such, they are liable to ABC for the their tortious interference with contractual relations as well as prospective contractual relations and, for product disparagement.

As a direct and proximate result of the aforesaid actions and statements made by John Does 1-20 plaintiff HLFA has suffered damages.

WHEREFORE, the plaintiff ABC demands judgment against the defendants:

- (a) for compensatory damages;
- (b) for punitive damages;
- (c) for attorney=s fees, costs and interest; and
- (d) for any other relief this Court deems just and necessary.

**DEMAND FOR JURY TRIAL**

The plaintiff hereby demands a trial by jury as to all issues so triable.

**TRIAL ATTORNEY DESIGNATION**

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

Dated:

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JOHN LAWYER

**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:

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JOHN LAWYER