| COURT OF (County), | |
|---|--|
| (State) | |
| PLAINTIFF | |
| | |
| CAUSE NO, | |
| DEFENDANT | |
| | |
| COMPLAINT | |
| (Name of Plaintiff), Pla | intiff in |
| ause, by and through his attorneys, and files this his Co | mplaint |
| (Name of Defendant), an | d in |
| the Court the following matters and facts: | |
| 1. | |
| nt citizen of | |
| ity, county, state). | |
| 2. | |
| (Name of Defendant), is | s, and at |
| ation, organized and existing under the laws of | |
| (name of state), with its principal place of busines | s located |
| | |
| _ (street address, city, county, state, zip code). | |
| 3. | |
| (date), Plaintiff needed | d to |
| be product; e.g., document scanner) | |
| for the par | rticular |
| | |
| | PLAINTIFF CAUSE NO, DEFENDANT COMPLAINT |

| Plaintiff relied on Defendant's sk | ill and judgment to sell to Plaintiff (e.g. the document |
|---|---|
| scanner) | for the purpose described, |
| which sale occurred on | (date), at Defendant's place |
| of business located at | |
| | _ (street address, city, county, state, zip code). The |
| purchase price for the (e.g., document so | canner), was |
| \$ At the time of t | he sale of the (e.g., document scanner) |
| by D | efendant to Plaintiff, Defendant knew and was well |
| aware of Plaintiff's purpose in purchasin | g the (e.g., document scanner) |
| , since Plair | ntiff and Defendant talked at length concerning that |
| purpose. Also, Defendant knew that Plai | ntiff would not have purchased the (e.g., document |
| scanner) | , unless it was compatible with (e.g., |
| Plaintiff's computer) | A copy of the sales |
| receipt is attached as Exhibit A , and inc | orporated by reference. |
| | 5. |
| Since Defendant knew, at and pri | ior to the date of sale, of Plaintiff's purpose in purchasing |
| the (e.g., document scanner) | , and |
| also knew that Plaintiff was relying on Γ | Defendant's knowledge, skill, and judgment in purchasing |
| the (e.g., document scanner) | , an |
| | alf of Plaintiff that the <i>(e.g., document scanner)</i> |
| | , was fit for the described purpose. |
| | 6. |
| However, Defendant breached th | e warranty of fitness implied at the time of sale, in that |
| the (e.g., document scanner) | purchased by |
| Plaintiff was not fit for the particular pur | pose for which it was required, since (e.g., the |
| document scanner was not compatible l | Plaintiff's computer) |
| - | |
| | |
| | |

| On | (date), Plaintiff notified Defendant | | |
|--|--|--|--|
| of the above of | lescribed breach of warranty. A copy of the notice is attached as Exhibit B , and | | |
| incorporated l | by reference. | | |
| | 8. | | |
| As a p | roximate result of the breach of warranty by Defendant, Plaintiff has been damaged | | |
| in the amount | of \$, which represents the cost of the <i>(e.g., document</i> | | |
| scanner) | since Defendant has refused | | |
| to take it back | and/or refund the payment made by Plaintiff of \$ | | |
| | | | |
| Where | efore, Plaintiff requests judgment against Defendant for: | | |
| | | | |
| 1. | Damages in the amount of \$; | | |
| | | | |
| 2. | Attorney's fees and other costs of suit; and | | |
| | | | |
| 3. | Such other and further relief as the Court deems just and proper. | | |
| | | | |
| Witness my signature this the day of, 20 | | | |
| | | | |
| | | | |
| | | | |
| Respectfully submitted, | | | |
| | | | |
| | | | |
| (Name of Plaintiff) | | | |
| | • | | |
| | By: | | |
| | (Name of Plaintiff's Attorney) | | |
| | State Bar No | | |
| | One of His Attorneys | | |

| OF COUNSEL: | |
|--------------------------------|--|
| (Name of Plaintiff's Attorney) | |
| Post Office Box | |
| City, State, Zip Code | |
| Telephone: | |