

IN THE UNITED STATES DISTRICT COURT  
FOR THE \_\_\_\_\_ DISTRICT OF \_\_\_\_\_,  
\_\_\_\_\_ DIVISION

\_\_\_\_\_ PLAINTIFF

V. CIVIL ACTION NO. \_\_\_\_\_

\_\_\_\_\_ DEFENDANT

**COMPLAINT**

Comes now \_\_\_\_\_, and files its Complaint against \_\_\_\_\_, Defendant, and in support hereof, Plaintiff would show unto the Court the following matters and facts:

Plaintiff,

\_\_\_\_\_(hereinafter referred to as "\_\_\_\_") is a corporation organized and existing under and pursuant to the laws of the State of \_\_\_\_\_, and which has its principal place of business in the City of \_\_\_\_\_ in the State of \_\_\_\_\_.

Defendant, \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_"), is a vocational

schools corporation organized and existing under the laws of the State of \_\_\_\_\_, and which has its principal place of business in \_\_\_\_\_, \_\_\_\_\_. Process may be served upon \_\_\_\_\_ by serving on its president, \_\_\_\_\_ at the principal place of business of said Defendant, which is located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, or by mailing said process in accordance with Rule 4(c) of the Federal Rules of Civil Procedure to said \_\_\_\_\_ at the mailing address of the Defendant, which is the same as that of its principal place of business.

This Court's jurisdiction is based upon diversity of citizenship pursuant to 28 U.S.C. '\_\_\_\_. The amount in controversy herein is in excess of \_\_\_\_\_ Dollars (\$\_\_\_\_), exclusive of interest and costs. Venue is properly placed under 28 U.S.C. '\_\_\_\_.

On or about \_\_\_\_\_, 20\_\_\_\_, principal debtor, \_\_\_\_\_ (hereinafter \_\_\_\_\_") entered into a Lease Agreement with Plaintiff's predecessor-in-interest, \_\_\_\_\_, for a term of five (5) years and continuing on a month-to-month basis thereafter. A copy of said Lease Agreement is attached hereto as Exhibit "A" and incorporated by reference. In addition, the Defendant executed a Lease Addendum on \_\_\_\_\_, 19\_\_\_\_. A copy of said Lease Addendum is attached hereto as Exhibit "B."

Contemporaneous with the Lease Agreement, Defendant, \_\_\_\_\_, executed a Guaranty of Principal Debtor's Obligation under said Lease, a copy of which is attached as Exhibit "C" and incorporated herein by reference. Defendant agreed to be bound by each and every covenant, obligation, power and authorization, without limitation in said Lease with the same force and effect as if it were designated in and had executed said Lease as principal debtor thereunder.

On \_\_\_\_\_, 20\_\_, in the Circuit Court of \_\_\_\_\_ County, \_\_\_\_\_, Case No. CV \_\_\_\_\_, Default Judgment was entered against principal debtor, \_\_\_\_\_, for the sum of \_\_\_\_\_ and \_\_\_\_/100 Dollars (\$\_\_\_\_\_) plus \_\_\_\_\_ and \_\_\_\_/100 Dollars (\$\_\_\_\_\_) for Court costs. Said Judgment has not been satisfied by the principal debtor. The guarantor is in default under the terms of the Guaranty Agreement as a result of its failure to pay rent in a timely manner.

At all times mentioned above until (date \_\_\_\_\_ wholly controlled the corporate actions and corporate activities of \_\_\_\_\_ and dictated the policies of \_\_\_\_\_. The mind and will of \_\_\_\_\_ have not been independent of, but have been identical with, the mind and will of \_\_\_\_\_.

Plaintiff alleges upon information and belief that Defendant, \_\_\_\_\_, owns all of the outstanding capital stock of principal debtor, \_\_\_\_\_.

Plaintiff alleges upon information and belief that principal debtor, \_\_\_\_\_ has never had, and does not now have, a genuine and separate corporate existence apart from the Defendant, \_\_\_\_\_. Plaintiff alleges that debtor, \_\_\_\_\_, has been used and exists for the sole purpose of enabling Defendant, \_\_\_\_\_, to wrongfully transact a portion of its business under an alternate corporate guise.

Principal debtor, \_\_\_\_\_, as the alter ego of Defendant, \_\_\_\_\_, has been and is conducting, managing and controlling the affairs of principal debtor, \_\_\_\_\_, with respect to Plaintiff's claims in this cause as if it were its own business. \_\_\_\_\_, Defendant, has used the separate corporate identity of \_\_\_\_\_ for the purpose of unjustly attempting to shield itself from prospective liability.

Officers and representatives of Defendant were directly involved in a negotiation of the Lease Agreement between Plaintiff and \_\_\_\_\_ and gave authority and approval to \_\_\_\_\_ execution of the contracts. Defendant's officers and agents were at all times directly and indirectly

involved in activities of principal debtor conducted under the Lease Agreement.

The corporate officers of Defendants, \_\_\_\_\_, and principal debtor, \_\_\_\_\_, are so intermingled and interspersed as to render them one and the same entity in the facts, events, agreements, and contracts set forth in this cause.

Defendant, \_\_\_\_\_, and principal debtor, \_\_\_\_\_, have in fact and in law no separate corporate identity. Defendants are merely the alter ego of each other in the facts, events, agreements, and contracts set forth in this cause.

Plaintiff is obligated to pay counsel a reasonable fee for services rendered in this action. Pursuant to paragraph 22 of the Lease Agreement, Plaintiff is entitled to recover reasonable attorneys fees and expenses of the prevailing party which may be added to the judgment.

Neither the principal debtor nor the Defendant, nor either of them, paid the debt at its maturity, and they still have not paid the debt or any part of it.

The principal debtor has never paid, and still fails and refuses to pay, such sum, or any part of it, to Plaintiff, although demand was made by Plaintiff on (date). On (date), Plaintiff notified Defendant in writing of such default and

nonpayment, and demanded payment of such sum from Defendant. A copy of this Notice is attached, marked Exhibit "D," and incorporated by reference. Defendant has wholly failed to perform the guaranty on its part, and has wholly refused and neglected to pay to the Plaintiff the sum of \_\_\_\_\_ and \_\_\_\_/100 (\$\_\_\_\_\_).

Plaintiff has performed all the terms and conditions of said Lease Agreement on its part to be performed.

Being in default on said guaranty, Defendant, \_\_\_\_\_, is liable to Plaintiff for the sum of \$\_\_\_\_\_. In the alternative, this Court should consider Defendant, \_\_\_\_\_, and principal debtor, \_\_\_\_\_, as one entity and enter an order piercing the corporate veil of principal debtor, \_\_\_\_\_, to reach the assets of Defendant, \_\_\_\_\_, in order to satisfy the Judgment against its subsidiary, \_\_\_\_\_.

WHEREFORE, Plaintiff demands judgment in the amount of \$\_\_\_\_\_, plus interest at the legal rate from (date), until paid; Plaintiff further demands costs and attorneys fees as allowed by law and the Lease Agreement, together with such additional relief to which Plaintiff is equitably entitled.

Respectfully submitted,

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By:

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\_\_\_\_\_ - \_\_\_\_\_

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By:

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\_\_\_\_\_ - \_\_\_\_\_ # \_\_\_\_\_

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Attorneys for

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OF COUNSEL FOR PLAINTIFF:

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