IN THE CIRCUIT CO	OURT OF	COU	NTY,	
NAME OF PLAINTIFF	)			
V.	) )	NO.		
NAME OF DEFENDANT	)			
	COMPLA	INT		
	COMILI			
Plaintiffs allege:				
	I.			
Plaintiffs are adult resident citizen reside at				
	II.			
1. The	defendant.			
1. The (	) is a		corp	oration, with its
principal place of business a, and may be	served with pro	ocess of this	Court by service	on its registered
agent for service of process,		,		
doing business in the State of business of manufacturing and selling		, althou	gh not qualified,	and was in the
2. The defendant.		. (		).
2. The defendant, is an organization with its principal and may be served with process of t	place of busin his Court by ser	ess in the Strvice on its a	tate of agents, herein.	, and was
doing business in the State of _			, selling	and distributing
3. The defendant,				
is the successor company to was doing business in the State of			_ and at all relev , selling may	ant times herein and distributing be served with
process of this Court by service u	pon its register	ed agent, _		,

and believes that	and are
the same	
company.	
4. The defendant,	County,, (), and f this Court at his place of residence which is
is an adult resident citizen of	County,, and
may be served with process o	f this Court at his place of residence which is
	·
At all relevant times herein,	was an agent of, and in the
course and scope of his emp.	loyment with, now
, So	elling and distributing
5. The defendant,	(
is a government entity which	operates the public schools in the City of
	County,,
and may be served with process	s of this Court by service upon its superintendent,
and	At all relevant times herein, the plaintiff,
	was in the course and scope of her employment with
6. The Board of Trustee	s of the Public School
District (The Board) is a political s	ubdivision of the State of The
Board of Trustees is the governin	g authority of Said
Trustees, all adult resident ci	tizens of County,
, are	
,	, and
· · ·	The Board of Trustees may be served with process of this
Court by service on its	President,, at
7. The defendant,	, () corporation. At all times relevant herein,
is a	corporation. At all times relevant herein,
	was qualified to do, and doing business, in the State of
, selling	and distributing
may be served w	rith process of this Court by service on its registered agent,

8. The true name or capacities, whether individual, corporate, associate or otherwise, of defendant John/Jane Doe 1-10, inclusive, are unknown to plaintiffs who therefore sue said defendants by such fictitious names. Plaintiffs are informed, and believe, and thereon allege that each of the defendants designated herein as a John/Jane Doe is negligently responsible and strictly liable in some manner for the events and happenings herein referred to, and caused injury and damages proximately thereby to the plaintiffs as herein alleged.

On 20	,	the	plaintif	·,						,	wh	ile	in
				County,					,	at			
employmen:													
severe respi	ratory	injuries,	and other	er injuries	, when distribu	utilizi tod b	ing						, a
product mai now					ano	ileu b	sold	a	ınd	d	eliver	ed	by
			, an	, d					to	plai	ntiffs	emplo	, over,
			,	as govern	ned by	The	Board	d. Sai	d pr	oduc	t was	sold	and
delivered to	·				in the	State	of _					•	Said
injuries incl	ude, bi	ut are no	t limited t	o, the foll	owing:								
1.	che	mical br	onchitis v	ith broncl	hospasm	ı;							
2.	diff	iculty br	eathing;										
3.	chr	onic bro	nchitis:										
4.	pot	ential fo	infection	due to in	halant;								
5.	con	tinuous	coughing	and whee	zing;								
6.	bur	ning thro	oat and ey	es;									
7.	alle	ergic reac	ctions;										
8.	che	mical ga	s inhalati	on; and,									
9.	resp	piratory (	distress.										
					IV.								
				and used b									
a defective													
condition,				represente	ed to p	lainti	ff,		,1		he c	11	a
housecleane	r em	IDIOVEC	with						tha	at s	ne c	OHILL	1150

with other cleansers, and that the product contained no
harmful chemicals.
Plaintiff, while in the course and scope of her employment with used at the direction of defendants and was overcome with toxic fumes, causing her injury. Defendants, and The Board, breached their implied contract with the plaintiff to provide her with a safe place to work and, further, breached their employment contract with plaintiff by terminating her due to health conditions caused by the toxic fumes and because she was required to wear protective clothing which her employer prohibited.
V.
As a proximate cause of the defendants' negligence and wantonness, breach of implied warranty of merchantability, breach of implied warranty of fitness, breach of express warranty breach of contract, failure to warn, and under the doctrine of strict liability, the defendants are liable to the plaintiff,
1. medical bills;
2. loss of past and future wages;
3. pain and suffering;
4. permanent respiratory injuries;
5. mental anguish;
6. future pain and suffering; and,
7. psychological injuries and emotional distress.
As a proximate cause of the defendants' negligence and wantonness, breach of implied warranty of merchantability, breach of implied warranty of fitness, breach of express warranty breach of contract, failure to warn, and under the doctrine of strict liability, the defendants are liable to the plaintiff,
WHEREFORE, PREMISES CONSIDERED, the plaintiffs demand judgment against the defendants,,
and The Board, jointly and severally in the amount of \$00.00 compensatory damages, and the sum of \$00.00, punitive damages post-judgment interests, pre-judgment interests, attorneys' fees, and all costs of this action.
RESPECTFULLY SUBMITTED, this the day or

	BY:		
		OF COUNSEL	
MSB # MSB #			