

Petitioner/Plaintiff,)	
)	
)	
Vs.)	NO. _____
)	
Respondent/Defendant)	
)	

Plaintiff _____ makes
the following Complaint against the Defendants _____:

1.

2.

3.

- 1 -

4.

The Defendant, _____, is
a _____ resident who may be served with process at the above address.

Facts

5.

In _____ 20____, the Defendants contracted, for valuable consideration, with Plaintiff to divide equally between the Defendants and the Plaintiff, _____ (____) each, all funds coming into the hands of the Defendants by virtue of the disbursement of funds from the Estate of _____, deceased. The above-described contract complied fully with the applicable laws of the State of _____ and was fully enforceable.

6.

The Defendants defaulted in the performance of the terms, conditions and stipulations of the above referenced contract.

All conditions precedent to the Defendants' obligations were due and owing at the time of default.

7.

The breach of this contract by the Defendants was without an arguable basis and was accompanied by conduct so willful and so grossly negligent as to constitute an independent tort.

8.

As a direct and proximate result of the Defendants' wrongful conduct as described in this Complaint, the Plaintiff has suffered, and continues to suffer, damages. The exact amount of these damages are unknown but are reasonably believed to exceed \$_____. The information necessary to calculate these damages has been withheld from the Plaintiff by the Defendants. Moreover, the Defendants' wrongful conduct constitutes bad faith and involves such willfulness and maliciousness that it rises to the level of an independent tort or torts, thus entitling the Plaintiff to recover punitive damages from the Defendants.

9.

Given the conduct of the Defendants and the pecuniary ability or financial worth of the Defendants, then \$_____ per Defendant is well within the amount reasonably necessary for punishment of the wrongdoing, deterring the Defendants from similar conduct, and to make an example of the Defendants so others may be deterred.

CLAIMS FOR RELIEF

10.

A. BREACH OF CONTRACT

The Defendants failure to pay to the Plaintiff an equal share of the funds received by them from the Estate of _____, deceased constitutes a breach of contract, this willful breach of contract by the Defendants was attended by such malice, insult, and abuse that it constitutes an independent tort, thus entitling the Plaintiff to recover punitive damages as well as actual damages, which were proximately and foreseeable caused by the Defendants' breach.

11.

B. BREACH OF IMPLIED-IN-FACT CONTRACT

The Defendants' words to and conduct toward the Plaintiff constituted an implied promise to pay to the Plaintiff an equal share of all funds received by the Defendants from the Estate of _____, deceased. The Defendants breached that promise without good cause and in bad faith. The Defendants' promise in this respect was supported by adequate consideration, including but not limited to continued substantial detrimental reliance, and as a direct and proximate result of the Defendants' breach, the Plaintiff suffered general damages. The breach by the Defendants of their promise, which was willful or grossly negligent, was attended by such malice, insult, and abuse that it constituted an independent tort, thus entitling the Plaintiff to recover punitive damages as well as actual damages.

12.

C. BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

The Defendants breached the above described contract for reasons incompatible with good faith and fair dealing, as a proximate and foreseeable result of which the Plaintiff suffered damages. The breach of contract was wholly unsupported by any arguable reasons, was willful, malicious, and in bad faith.

13.

D. PROMISSORY ESTOPPEL

The Defendant deliberately made promises to the Plaintiff when they expected that the Plaintiff would rely on those promises. Those promises were known by the Defendants to have created a reasonable expectation in the Plaintiff that the Plaintiff would receive an equal share of all funds paid to the Defendants by the Estate of _____. The Plaintiff relied to her substantial detriment upon those promises. Injustice can only be prevented by enforcing the Defendants' promises. The Defendants' breach of their promises and assurances proximately caused the damages previously described in the Complaint, said damages were foreseeable and the Defendants' conduct causing these damages was attended by malice, willfulness, insult, and abuse, thus entitling the Plaintiff to recover punitive as well as actual damages.

14.

E. INTENTIONAL INFLICTION OF EMOTIONAL UPSET

The Defendants' unlawful conduct as previously described in this Complaint, was known to the Defendants to be likely to produce emotional distress in the Plaintiff, and it did in fact produce emotional distress in the Plaintiff. As a direct and proximate result of the Defendants' unlawful conduct the Plaintiff has suffered emotional distress and emotional damage of at least \$ _____. The Defendants' conduct as previously described was outrageous, wholly without legal or factual justification, was malicious and wanton, and thus entitles the Plaintiff to recover actual and punitive damages as previously described.

RELIEF

Plaintiff prays for a judgment providing the following relief:

1. For breach of contract and the implied covenant of good faith and fair dealing: a judgment of this Court against the Defendants, awarding the Plaintiff _____ (____) of all funds received by the Defendants from the Estate of _____, deceased, along with pre-judgment and post-judgment interest thereon, the sum of which is uncertain at this time, but which the Plaintiff believes to be in excess of \$ _____ and further awarding Plaintiff \$ _____ in punitive damages from each defendant. The Plaintiff further prays that the Defendant be required to pay the costs of this action and reasonable attorneys' fees in the amount of \$ _____.

2. For the remaining claim of intentional infliction of emotional distress: a judgment of this Court awarding to the Plaintiff actual damages sustained as a result of the wrongful conduct of the Defendant in the amount of at least \$ _____ actual damages and further awarding Plaintiff \$ _____ punitive damages from each defendant, together with reasonable attorneys' fees and costs.

3. Such other and further relief to which the Plaintiff may be justly entitled.

Respectfully submitted,

By:

Her Attorney

OF COUNSEL:
