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Purchasing Goods And Services—Applications

Sample Document: Legal Complaint About Defective Services

There are many different kinds of services that can be provided and goods that can be sold. Unfortunately, that means there are many disputes that can arise over whether the goods or services delivered conform with the buyer's and seller's agreement.

What follows is an example of a legal complaint for failure to provide services as agreed. Some of the claims may be applicable to your problem, and some will not. It is always better to consult an attorney before bringing any legal action.

)	
_____ , an individual)	
resident of _____,)	
)	
Plaintiff,)	
)	
vs.)	COMPLAINT
)	
_____ ,)	
a _____ corporation,)	
)	
Defendant.)	

Plaintiff, _____, complains and states to the Court:

1. Plaintiff is an individual resident of _____, with residence at _____.

2. Defendant _____ is a _____ corporation doing business in _____. Defendant's principal place of business is in _____.

FACTS

3. In an agreement dated _____, the Plaintiff purchased _____ *[describe services]* services from Defendant for \$_____.

4. The Defendant agreed to _____ *[describe specific terms and details of services to be rendered]*.

5. Plaintiff, in turn agreed to pay the total price in _____ *[describe installment or other payment terms]*.

6. The Defendant did not _____ *[describe what services were lacking]*.

7. Instead, Defendant _____ *[describe what actions Defendant actually took]*.

8. Because Defendant _____ *[describe what action/lack of action caused damage to the Plaintiff]*, Plaintiff _____ *[describe how Plaintiff were damaged]*.

9. In order to _____ *[describe what Plaintiff had to avoid or accomplish; for example, preventing further damage to a roof, making a car drivable, preventing further loss of business because of having no signage, etc.]*, Plaintiff _____ *[describe what Plaintiff did to avoid further damage or accomplish necessary work; for example, temporarily patching a roof, having a proper car part installed elsewhere, hiring another contractor to paint a sign, etc.]*.

10. To date, Plaintiff has paid Defendant \$_____.

11. Harm to Plaintiff caused by Defendant totaled over \$_____ for _____ *[give a broad outline of costs incurred; for example, removal of siding]*

damaged by Defendant, replacement siding, replacement signage installed by another party, lost business because customers could not find the store, etc.].

I. BREACH OF CONTRACT

12. Plaintiff realleges paragraphs 1 through 11 in their entirety, and incorporates the same as if alleged in full.

10. Pursuant to their _____ [*describe agreement*], Defendant agreed to _____ [*describe what Defendant agreed to do*].

14. Defendant failed to _____ [*describe what Defendant didn't do that it agreed to do*].

15. Plaintiff has performed all conditions precedent under the contract or alternatively such performance has been waived by Defendant.

16. Defendant's failure to tender the amounts due under the contract constitutes a breach of that contract.

17. As a result of Defendant's breach, Plaintiff has been damaged in an amount in excess of \$ _____ [*give minimum amount of damages incurred*], in addition to attorneys' fees.

II. UNJUST ENRICHMENT

18. Plaintiff realleges paragraphs 1 through 17 in their entirety, and incorporates the same as if alleged in full.

19. Plaintiff has paid \$ _____ in advance to Defendant, who has had use of the proceeds.

20. The use of the proceeds by Defendant constitutes an unjust enrichment of Defendant at Plaintiff's expense.

21. As a result of the unjust enrichment of Defendant, Plaintiff has been damaged in an amount in excess of \$_____ [*give amount paid by Plaintiff over and above what was spent for work actually accomplished properly by Defendant, and which Defendant used to purchase materials which were used in that work*].

III. FRAUD

22. Plaintiff realleges paragraphs 1 through 21 in their entirety, and incorporates the same as if alleged in full.

23. Defendant represented to Plaintiff that _____ [*describe misrepresentations made*].

24. Subsequent events led Plaintiff to conclude, on information and belief, that that representation was false. Defendant has not [*describe what was false about the representations and how Plaintiff discovered it*]. This set of circumstances leads Plaintiff to the good faith belief that Defendant misrepresented some or all of the facts concerning the sale.

25. Those representations were falsely made, and material to Plaintiff's decision to employ Defendant as _____ [*Defendant's role*].

26. The representations above were susceptible of knowledge by Defendant, and Defendant knew their representations were false when made.

27. Defendant intended the representations to be relied on by Plaintiff in deciding to [*describe what Plaintiff hired Defendant to do, based on the misrepresentations*].

28. Plaintiff was, in fact, induced by the representations to allow Defendant to [what Defendant was supposed to do for Plaintiff]. Plaintiff's action in allowing Defendant to [what Defendant was supposed to do for Plaintiff] was in reliance on the representations, and as a result of the representations, Plaintiff suffered damage.

29. Defendant' misrepresentations have caused Plaintiff damages in excess of \$_____ [amount of damage Defendant suffered because it relied on the misrepresentation].

IV. ACCOUNTING

30. Plaintiff realleges paragraphs 1 through 29 in their entirety, and incorporates the same as if alleged in full.

31. Despite demand, Defendant has failed and refused to provide Plaintiff with any documentation regarding the _____ [describe use that money paid was to go toward].

32. As Plaintiff's agent, Defendant have a duty to provide such documentation.

33. Plaintiff seeks a Court Order, commanding Defendant to give Plaintiff an accounting of all information and documentation concerning the _____ [describe use that money paid was to go toward].

WHEREFORE, Plaintiff demands judgment against Defendant in excess of \$_____, in addition to additional amounts accrued to the date of trial, an accounting, reimbursements for all costs and disbursements herein, including attorneys' fees, and accrued interest thereon.

Dated: _____, 20__.

Plaintiff's Attorney

Attorney at Law