

LAW OFFICES OF MYRON D. MILCH, PC
Continental Plaza III
433 Hackensack Avenue— Second Floor
Hackensack, N. J. 07601
Tel. (201) 342-2868
Fax (201) 342-7391
Attorney for Plaintiff

Plaintiff
vs.
Defendants

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: COUNTY
DOCKET NO.:
CIVIL ACTION
COMPLAINT

Plaintiff, by way of Complaint against Defendant, says:

FIRST COUNT

1. On or about, 200-, Defendant made, executed and delivered to the Plaintiff a certain check/draft/order drawn on Defendant's checking account. The aforesaid check/draft/order was intended to be payment for goods and/or services rendered and/or delivered by Plaintiff to Defendant.

2. The aforesaid check/draft/order was subsequently dishonored by Defendant's bank, and Defendant has failed to pay the face amount of the check/draft/order despite demand for such payment.

3. Pursuant to N.J.S.A. 2A:32-A-1 et seq., Plaintiff sent to Defendant a written demand for payment of the check/draft/order, by ordinary mail and by certified mail, return receipt requested. A copy of the written demand is attached hereto.

4. More than 35 days have passed since the aforesaid notice was sent to Defendant, and Defendant has not responded thereto.

5. As a result of Defendant's actions as described above, and in accordance with N.J.S.A.

2A:32A-1, the Plaintiff is entitled to the following damages:

A. On check number --:

- 1) the amount of the check, \$-- ; plus
- 2) statutory damages equal to the greater of \$100.00 or triple the amount of the check. However, the statutory damages shall not be greater than the amount of the check plus \$500.00; plus

B. Attorneys' fees, interest, court costs and the cost of mailing the written demand for payment.

WHEREFORE, Plaintiff demands Judgment against Defendant in the amount of \$15,000.00, plus reasonable attorney's fees, interest, court costs and costs of mailing the written demand for payment.

LAW OFFICES OF MYRON D. MILCH, P.C.

Dated: March 28, 2008

By: _____
Myron D. Milch

CERTIFICATION

The undersigned hereby certifies that the matter in controversy between the parties herein is not the subject of any other action pending in any Court or any arbitration proceeding, and that no other action or arbitration proceeding with respect to the matter in controversy is contemplated, except for the following: None

Dated: March 28, 2008

Myron D. Milch