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Attorney for Plaintiff

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|-------------------|
| Plaintiff |
| vs. |
| Defendants |

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

Plaintiff, by way of Complaint against the Defendants, says:

FIRST COUNT

1. There is due from the Defendants the sum of \$, on a certain book account, a true copy of which is annexed hereto. Payment has been demanded and has not been made.

SECOND COUNT

1. The Plaintiff sues the Defendants for goods sold and delivered and/or services rendered by the Plaintiff to the Defendants, upon the promise by the Defendants to pay the agreed amount as set forth in Schedule A annexed hereto. Payment has been demanded and has not been made.

THIRD COUNT

1. The Plaintiff sues the Defendants for the reasonable value of goods sold and delivered, and/or services rendered by the Plaintiff to the Defendants upon the promise of the Defendants to pay a reasonable price for the same, as set forth in Schedule B annexed hereto. Payment has been demanded and has not been made.

FOURTH COUNT

1. The Defendants, being indebted to the Plaintiff in the sum of \$ upon an account stated between them, did promise to pay to the Plaintiff said sum upon demand. Payment has been demanded and has not been made.

FIFTH COUNT

1. The Plaintiff repeats and realleges each and every allegation set forth in the First, Second, Third and Fourth Counts of the Complaint as if the same were set forth herein and at length.
2. In order to induce the Plaintiff to extend credit to Defendant, (“Guarantor”) signed a Guaranty Agreement, under the terms of which Guarantor agreed that he would promptly and fully pay and perform all obligations with respect to the liabilities of Defendant, together with interest and other charges, when due at maturity or by acceleration, or when demanded. A copy of the Guaranty is attached hereto and made a part hereof.
3. Plaintiff has demanded that Guarantor honor the Guarantee by making payment of the monies due from Defendant, but Guarantor has failed and refused to do so.

WHEREFORE, Plaintiff demands judgment against Defendants, individually and severally, in the amount of \$ _____, together with attorney's fees, lawful interest and costs of suit.

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

Dated:

By: _____
Myron D. Milch, Esq.

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.

The undersigned further certifies that the names of any non-parties who should be joined in the action pursuant to Rule 4:28, or who are subject to joinder pursuant to Rule 4:29-1(b) because of potential liability to any party on the basis of the facts set forth in the within complaint, are: None.

Dated:

By: _____
Myron D. Milch, Esq.