

**IN THE DISTRICT COURT
FOR BALTIMORE COUNTY, MARYLAND**

John Smith
123 Something Street
Apartment A
Hunt Valley, Maryland 21030

Jane Smith
123 Something Street
Apartment A
Hunt Valley, Maryland 21030

Plaintiffs

v.

Civil No.

Bad Corporation Inc.
45 Negligent Lane
Suite 123
Towson, Maryland 21204

James Anderson
345 Breach Avenue
Towson, Maryland 21204

Defendants

COMPLAINT FOR BREACH OF CONTRACT

Plaintiffs John Smith and Jane Smith file this Complaint against Defendants Bad Corporation Inc. and James Anderson for damages arising from a breach of contract.

PARTIES

1. John Smith is a natural person and resides in Baltimore County, Maryland.
2. Jane Smith is a natural person and resides in Baltimore County, Maryland.

3. Bad Corporation Inc. is a corporate entity organized under the laws of Maryland, and maintains its principal place of business in Baltimore County, Maryland. Bad Corporation Inc. is vicariously liable for the agents, servants, or employees whose conduct, as outlined below, gave rise to this action, including James Anderson.

4. James Anderson is a natural person and resides in Baltimore County, Maryland.

JURISDICTION AND VENUE

5. The damages claimed in this action do not exceed \$30,000.00, exclusive of prejudgment or postjudgment interest, costs, and attorney's fees. This Court, therefore, has original jurisdiction over this matter pursuant to MD. CODE, CTS. & JUD. PROC. § 4-401(1).

6. Each defendant resides, carries on a regular business, is employed, habitually engages in a vocation, or maintains a principal office in Baltimore County. Accordingly, venue is proper in this Court pursuant to MD. CODE, CTS. & JUD. PROC. § 6-201(a).

FACTUAL ALLEGATIONS

7. On or about October 31, 2022, Plaintiffs and Defendants entered into a valid and enforceable contract while possessing the legal capacity to do so. A true and accurate copy of the contract is attached.

8. Plaintiffs performed all necessary conditions precedent and honored all other obligations under the contract that applied to Plaintiffs as follows:

- Paragraph 3 of the Purchase Agreement stated, "John & Jane Doe shall pay \$1,000.00 within 30 days after executing the contract." Mr. and Mrs. Doe made the payment as agreed.

9. The contract contained terms outlining Defendants' obligations, including but not limited to the following provisions:

END OF SAMPLE

Pages 3-5 Omitted