V I R G I N I A:

IN THE CIRCUIT COURT OF

\*

Plaintiff \*

\*

vs. \* Case No. \_\_\_\_\_\_\_\_\_\_

\*

\*

Defendant \*

***COMPLAINT***

(Brokerage Commission)

COMES NOW the plaintiff, by counsel and in support of this Complaint states as follows:

1. Plaintiff is a Virginia corporation engaged in the business of brokering real estate.

2. The defendant is the former owner of property located at (hereafter referred to as the property).

3. On the day of , 20\_\_ , the defendant did enter into a listing agreement with the plaintiff for the sale of the above referenced property. This listing agreement called for payment of a commission to the plaintiff in the amount of percent ( %) of the sales price if during the listing period the property was sold to anyone.

4. On or about the day of , 20\_\_ , the plaintiff did present a ready, willing, and able purchaser in the form of , who did enter into a contract with the defendant for the purchase of the property.

5. did in fact settle on the property on the day of , 20\_\_ , with the sales price being $ .

6. The defendant now has refused to pay the real estate commission that is due the plaintiff, which real estate commission is percent of the sales price. The total amount due to the plaintiff is $ .

COUNT ONE

(Breach of Contract)

7. Paragraphs one through six above are incorporated herein by reference.

8. The defendant has breached the listing agreement in question in that defendant has refused to pay the plaintiff the commission called for under the listing agreement in the total amount of $ .

9. Such breach of contract has caused direct damages to the plaintiff in the amount of $ .

COUNT TWO

(Breach of Implied Contract)

10. Paragraphs one through six above are incorporated herein by reference.

11. The actions of the plaintiff, in listing the property for sale, and producing a ready, willing, and able purchaser conferred upon the defendant a significant benefit under such circumstances that the law implies a promise to pay.

12. The reasonable value of the benefit conferred upon the defendant is $ .

WHEREFORE these premises considered the plaintiff requests judgment against the defendant in the amount of $ , plus an award of interest and costs.

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**Interrogatories and Request for Documents are served along with this pleading.**