IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF VIRGINIA

DIVISION

\*

Plaintiff \*

\*

v \* Case No.\_\_\_\_\_\_\_

\*

\*

Defendant \*

***COMPLAINT***

(Brokerage Commission)

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

1. The plaintiff is a citizen of the state of and resides at the address listed in the caption of this matter.

2. The defendant is a citizen of the state of and resides at the address listed in the caption of this matter.

3. This Court has subject matter jurisdiction over this matter pursuant to 28 USC 1332(a) due to the diversity of citizenship of the parties and because the amount in controversy exceeds $75,000 exclusive of interest and costs.

4. Venue is appropriate in this Federal district under 28 USC 1391 due to the fact that the incident in question occurred in this district.

5. This Court has personal jurisdiction over the defendant pursuant to Virginia Code 8.01-328.1 due to the fact that the defendant .

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

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

8. 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.

9. 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.

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

11. The defendant has now 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 I - BREACH OF CONTRACT

12. Paragraphs 1 through 11 above are incorporated herein by reference.

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

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

COUNT II - BREACH OF IMPLIED CONTRACT

15. Paragraphs 1 through 5 above are incorporated herein by reference.

16. 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.

17. 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Counsel for the Plaintiff

**JURY DEMAND**

**The plaintiff does hereby request a jury trial as to all issues.**

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