

RAFANO AND WOOD, P.C.
129 MAIN STREET
SOUTH RIVER, NEW JERSEY 08882
(732) 257-2200
ATTORNEYS FOR PLAINTIFF
FILE NO. 15408

RECEIVED/FILED
SUPERIOR COURT

07 NOV 28 AM 11: 29

SOMERSET COUNTY
DEPUTY CLERK

J & J MECHANICAL
CONTRACTORS, LLC

Plaintiff(s),

vs

DAUTI CONSTRUCTION
CO., INC., BOROUGH OF
NORTH PLAINFIELD and
GREAT AMERICAN INSURANCE

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
SOMERSET COUNTY

DOCKET NO. *SOM-L-1860-07*

Civil Action

COMPLAINT ON CONTRACT

The plaintiff, J & J Mechanical Contractors, LLC, having its principle place of business at 30 Main Street, South River, New Jersey 08882, by way of Complaint against the defendants, says:

FIRST COUNT

1. The plaintiff was a subcontractor who entered into a written agreement dated March 30, 2006 with the defendant to perform plumbing, heating, air conditioning, and other work at the North Plainfield Municipal Building, located at 263 Somerset Street, North Plainfield, New Jersey.
2. The plaintiff has performed work, provided equipment and has incurred expenses for work performed at the North Plainfield Municipal Building.

3. Said work was performed in a workmanlike manner and accepted by the defendants.
4. To date the sum of \$43,532.26 remains outstanding.

WHEREFORE, plaintiff demands judgment against the defendant for damages, plus interest, costs of suit and counsel fees.

SECOND COUNT

1. The plaintiff repeats each and every allegation of the First Count as if set forth herein at length.
2. The work performed pursuant to the contract between the plaintiff and the defendant, Dauti Construction Co., Inc., was for the benefit of the Borough of North Plainfield, whose main offices are located at 263 Somerset Street, North Plainfield, New Jersey.
3. The plaintiff never received payment totaling \$43,532.26, although it had performed the work and provided the material.
4. Said work was performed in a workmanlike manner and accepted by the defendants.
5. The defendant, the Borough of North Plainfield, paid the defendant, Dauti Construction Co., Inc., monies that were for the work performed by the plaintiff and the plaintiff never received payment.
6. These payments continued to be paid with the defendant, Borough of North Plainfield, knowing that the plaintiff had not been paid and continued not to be paid for the work it had performed.

7. The defendant, Borough of North Plainfield, received the benefit of the work, material and time provided by the plaintiff, and for which payment should be made.

WHEREFORE, the plaintiff demands judgment against the defendant for damages, plus interest, costs of suit and counsel fees.

THIRD COUNT

1. The plaintiff repeats each and every allegation of the First and Second Counts as if set forth herein at length.

2. The defendant, Dauti Construction Co., Inc., posted a bond with Great American Insurance to guarantee their performance under the terms of the contract it had with the Borough of North Plainfield for the construction work at the North Plainfield Municipal Building.

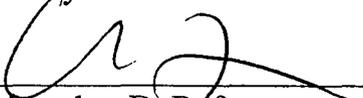
3. The plaintiff is a subcontractor who performed work and was never paid for it by the defendant, Dauti Construction Co., Inc.

4. The defendant, Great American Insurance, as the bonding company for the defendant, Dauti Construction Co., Inc., is responsible for the monies due.

WHEREFORE, the plaintiff demands judgment against the defendants for damages, plus interest, costs of suit and counsel fees.

Dated November 26, 2007

RAFANO & WOOD, P.C.
Attorneys for Plaintiff



Christopher D. Rafano