

HYNUM LAW  
Michael A. Hynum, Esquire  
Attorney ID #85692  
2608 North 3<sup>rd</sup> Street  
Harrisburg, PA 17110  
717-774-1357

Plaintiff		IN THE COURT OF COMMON PLEAS DAUPHIN COUNTY, PENNSYLVANIA
v.		NO.
Defendant		CIVIL ACTION - LAW

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**NOTICE**

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You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

DAUPHIN COUNTY LAWYER REFERRAL SERVICE  
213 North Front Street  
Harrisburg, PA 17101  
(717) 232-7536

USTED HA SIDO DEMANIDADO EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de is proximos viente (20) dias despues de la notification de esta Demanda y aviso radicando personalmente o por rmedio de un abogado una comparecencia escrita y radicando en la Corte por escritosus defenses de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tornar accion como se escribe anteriormente, el caso puede proceder sin usted y un fallo por qualquier suma de dinero reclamada en la demandaa o cualquier otra reclamacion o remedio solicitado por el demandanta puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad y otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO IMMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA. ESTAOFICINA PUEDE PRO VEERLE INFORMACION A CERCA DE COMO CONSEGLJTR UNABOGADO.

ST USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSSIBLE QUE ESTA OFICINA LE PUEDA PRO VEER INFORMACION SOBRE AGENCIES QUE OFREZCAN SERVTCIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUECUALIFICAN.

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Plaintiff	IN THE COURT OF COMMON PLEAS DAUPHIN COUNTY, PENNSYLVANIA
v.	NO.
Defendant	CIVIL ACTION - LAW
<b>COMPLAINT</b>	

1. Plaintiff is a law firm located at \_\_\_\_\_.
2. Defendant, \_\_\_\_\_, is an adult individual who resides at \_\_\_\_\_.
3. On or about [date], the Defendant signed an engagement letter with the Plaintiff. A true and correct copy of said engagement letter is attached hereto as Exhibit A.
4. Plaintiff did provide legal services to Defendant which were satisfactory.
5. The Plaintiff is owed \$ \_\_\_\_\_ for legal services rendered on behalf of Defendant.

**COUNT I - BREACH OF CONTRACT**  
**LAW FIRM v. DEFENDANT**

6. Paragraphs 1 through 5 are incorporated herein by reference as though set forth at length.
7. On or about [date], Plaintiff and Defendant entered into an agreement wherein Plaintiff agreed to provide legal services to the Defendant in consideration for Defendant's agreement to pay Plaintiff for the services.
8. Plaintiff provided legal services to the Defendant since [date]. A true and correct copy of the account statement evidencing charges for the legal services rendered is attached as Exhibit B.

9. The Defendant is \$ [REDACTED] in arrears on payments to Plaintiff.

Despite repeated demands by Plaintiff for payment, Defendants have failed and refused and continues to fail and refuse to pay this amount.

10. The failure to remit to Plaintiff the amount owed is a material breach of the agreement between the parties.

11. The breach, as aforesaid, has caused Plaintiff injury in the amount of \$ [REDACTED].

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order as follows:

- a. Granting judgment for the Plaintiff and against Defendants in the amount of \$ [REDACTED];
- b. Granting Plaintiff its expenses, including reasonable attorney fees and costs incurred in connection with this action and pursuant to the Agreement between the parties;
- c. Granting Plaintiff interest at the statutory rate from [date]; and,
- d. Granting such other relief as the Court deems equitable and just.

**COUNT II – BREACH OF IMPLIED CONTRACT**  
**LAW FIRM v. DEFENDANT**

In the event it is determined that no written contract between Plaintiff and Defendant as alleged in Count I, the Plaintiff alleges as follows:

12. Paragraphs 1 through 11 are incorporated herein by reference as though set forth at length.

13. On or about [date], the Defendant agreed to pay Plaintiff for legal services.

14. From [date] to [date], Plaintiff provided legal services to the Defendant.

15. The facts, as set forth herein, establish an implied in law and implied in fact contract.

16. Due to the existence of the implied in law and implied in fact contracts, Plaintiff is entitled to compensation for services rendered to Defendant.

17. Plaintiff has demanded payment under the terms of the implied in fact and implied in law contracts by sending invoices, but Defendant has refused to make payment.

18. Plaintiff has been damaged by the refusal of Defendant to pay for the legal services provided, in breach of the implied in law and implied in fact contract.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order as follows:

- a. Granting judgment for the Plaintiff and against Defendants in the amount of \$ [redacted];
- b. Granting Plaintiff its expenses, including reasonable attorney fees and costs incurred in connection with this action;
- c. Granting Plaintiff interest at the statutory rate from [redacted]; and,
- d. Granting such other relief as the Court deems equitable and just.

**COUNT III – UNJUST ENRICHMENT - QUANTUM MERUIT**  
**LAW FIRM V. DEFENDANT**

In the event it is determined that no written contract and no implied-in-fact contract existed between Plaintiff and Defendants as alleged in Counts I and II, the Plaintiff alleges as follows:

19. Plaintiff hereby incorporates paragraphs 1 through 18 of this Complaint as if set forth at length herein.

20. As more fully described herein, Plaintiff's expectation of payment from the Defendant was reasonable.

21. The Plaintiff has conferred a substantial benefit upon the Defendant.

22. The Defendant retained the benefit of the bargain with Plaintiff.

23. The Defendant has been unjustly enriched at the expense of the Plaintiff.

24. Due to Defendant's unjust enrichment, the Plaintiff is entitled to proper compensation.

25. Defendant's unjust enrichment at the Plaintiff's expense has damaged the Plaintiff.

26. The fair market value of said services at the time they were furnished is \$\_\_\_\_\_.

27. The Defendant has refused to pay Plaintiff the fair market value for the services rendered to him/her.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order as follows:

- a. Granting judgment for the Plaintiff and against Defendants in the amount of \$\_\_\_\_\_;
- b. Granting Plaintiff its expenses, including reasonable attorney fees and costs incurred in connection with this action;
- c. Granting Plaintiff interest at the statutory rate from [date]; and,
- d. Granting such other relief as the Court deems equitable and just.

**COUNT IV – FRAUD**  
**LAW FIRM V. DEFENDANT**

28. Paragraphs 1 through 27 hereof are incorporated herein by reference as though set forth at length.

29. In order to further induce Plaintiff to legal services to Defendant, the Defendant represented to Plaintiff that he/she would pay for legal services rendered to the Defendant.

30. Plaintiff believes, and therefore avers, that such representation was materially false, in that Defendant has not paid.

31. Such material misrepresentation was made by Defendant with actual knowledge of its falsity, or in reckless disregard of its truth or falsity, as to the actual intent of Defendant with respect to their intent to pay for services.

32. In justifiable reliance upon the material misrepresentation of Defendant, Plaintiff provided the legal services to the Defendant.

33. As a result of the misrepresentations of Defendant and their failure to pay as originally agreed, Plaintiff has been damaged in the amount of \$\_\_\_\_\_.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter an Order as follows:

- a. Granting judgment for the Plaintiff and against Defendants in the amount of \$\_\_\_\_\_;
- b. Granting Plaintiff its expenses, including reasonable attorney fees and costs incurred in connection with this action;
- c. Granting Plaintiff interest at the statutory rate from [date]; and,
- d. Granting such other relief as the Court deems equitable and just.

Date:

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*Attorney for Plaintiff*