



7. The fabrics were received by \*\*\*\*\* from the three suppliers on April 28<sup>th</sup>, April 30<sup>th</sup> and May 12<sup>th</sup> of 20\*\*, respectively

8. \*\*\*\*\* has failed, refused and neglected to perform his obligations under the contract.

9. \*\*\*\*\* had evaded all efforts by \*\*\* to determine the status of the fabrics purchased by \*\*\* and shipped to \*\*\*\*\* for treatment.

10. As a direct and proximate result of \*\*\*\*\*'s aforementioned conduct, \*\*\* has been forced to purchase replacement fabric and hire a different processor to treat same.

#### Count I - Breach of Contract

11. \*\*\*\*\* has breached his contract with \*\*\*.

12. As a result of \*\*\*\*\*'s breach of contract, \*\*\* had to purchase replacement fabric and hire a different processor to treat same.

#### Count II - Violation of M.G.L.c. 93A, s. 11

13. \*\*\*\*\*'s repeated evasion of all efforts by \*\*\* to determine the status of the fabrics purchased by \*\*\* and shipped to \*\*\*\*\* for treatment is an unfair and deceptive business practice.

14. As a direct and proximate result of said unfair and deceptive business practice, \*\*\* was forced to purchase replacement fabric and hire a different processor to treat said fabric.

WHEREFORE, the plaintiff demands:

1.) that its damages be established and awarded it, together with interest thereon and costs;

2.) that pursuant to Count II, the Honorable Court award it up to three, but not less than two times its actual damages, plus costs, including legal fees; and

3.) such other relief as the Honorable Court deems meet and just.

Respectfully submitted,  
the plaintiff,  
by its attorney:

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