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Attorneys for Defendant, Wal-Mart Stores, Inc.

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

PAT WASILEWSKI, individually and on behalf
of all other similarly situated,

Plaintiff

v.

WAL-MART STORES, INC., JOHN DOES 1-
5 and ABC CORPS. 1-5.

Defendants.

Civil Action No.:

NOTICE OF REMOVAL
(Diversity)

TO: THE HONORABLE JUDGES OF THE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

Pursuant to 28 U.S.C. §§ 1441, defendant Wal-Mart Stores, Inc., (“Defendant”), hereby file this Notice of Removal to remove this action from New Jersey Superior Court, Hudson County. As grounds for removal, Defendant states as follows:

1. Plaintiff, Pat Wasilewski (“Plaintiff”) filed this action by way of a Complaint on or about December 19, 2013, in New Jersey Superior Court, Hudson County entitled Pat Wasilewski, individually and on behalf of all other similarly situated, v. Wal-Mart Stores, Inc., John Does 1-5 and ABC Corps. 1-5, Civil Action No. HUD-L-5898-13 (hereinafter the “Action”). A copy of the Complaint is attached hereto as Exhibit A. Said action is now pending in that Court.

2. Thereafter, on January 13, 2014, Plaintiff served a copy of the Summons and

Complaint upon CT Corporation System as agent for Defendants. A copy of the Service of Process is annexed hereto as Exhibit B. Receipt of the Summons and Complaint on that date was Defendant's first notice of the existence of a pleading containing a claim for relief asserted by Plaintiff which could be removed to this Court.

3. The Court has jurisdiction over this matter, and removal is proper, pursuant to 28 U.S.C. § 1332, as there is complete diversity of citizenship, in that:

a. According to the Complaint, Plaintiff is a resident of New Jersey, residing at 34 Newark Bay Court, Bayonne, New Jersey 07002.

b. Defendant, Wal-Mart Stores, Inc. is a corporation incorporated under the laws of Delaware, with its principal place of business in Bentonville, Arkansas.

4. The above-captioned Action is a civil action in which the amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between citizens of different states. Therefore, this Court has diversity jurisdiction over this matter pursuant to 28 U.S.C. § 1332, which may be properly removed pursuant to 28 U.S.C. § 1441.

5. This Notice of Removal is filed within the time provided by 29 U.S.C. § 1446(b) and the Federal Rules of Civil Procedure.

6. Therefore, based upon the foregoing, this Action should be removed from the Superior Court of the State of New Jersey, Hudson County, to the United States District Court of the District of New Jersey.

7. Venue is proper under 28 U.S.C. § 1441(a) when the district embraces the place where such action is pending. Here, the United States District Court of the District of New Jersey is the appropriate venue because this action is pending in the Superior Court of New Jersey, Atlantic County.

8. By filing this Notice of Removal, Defendant is not making a general appearance

and is not waiving its right to raise any defenses and/or grounds for dismissal pursuant to Rule 12 of the Federal Rules of Civil Procedure or otherwise, including without limitation personal jurisdiction.

9. Upon the filing of this Notice of Removal, Defendant shall give written notice thereof to Lance D. Brown, Esq., attorney for Plaintiff, and Defendant shall file copies of the Notice of Removal with the Notice of Filing of Removal with the Court Clerk, Superior Court of New Jersey, Law Division, Hudson County, New Jersey.

10. There are no other appearing defendants in this case, so no further consent for removal is needed.

WHEREFORE, Defendant requests that the Action be removed from the Superior Court of the State of New Jersey, Hudson County, to the United States District Court, District of New Jersey.

Dated: February 11, 2014

FOX ROTHSCHILD, LLP

By: /s/ N. Ari Weisbrot, Esq. (NAW6029)

N. ARI WEISBROT, ESQ.

75 Eisenhower Parkway

Roseland, New Jersey 07068

(973) 994-7571

(973) 992-9125 – fax

aweisbrot@foxrothschild.com

Attorneys for Defendant, Wal-Mart Stores, Inc.

TO: Lance D. Brown, Esq.
Lance Brown and Associates, LLC
1 AAA Drive, Suite 205
Robbinsville, New Jersey 08691
(609) 587-5100
(609) 587-6030 – fax
Attorneys for Plaintiff

CERTIFICATION OF SERVICE

I hereby certify that on this date I filed this Notice of Removal and accompanying Exhibits with the Court and served same on counsel of record by ECF and by FedEx on:

Lance D. Brown, Esq.
Lance Brown and Associates, LLC
1 AAA Drive, Suite 205
Robbinsville, New Jersey 08691
Attorneys for Plaintiff

Pursuant to 28 U.S.C. § 1746, I hereby certify under penalty of perjury that the foregoing is true and correct. Executed on this 11th day of February 2014.

FOX ROTHSCHILD, LLP

By: /s/ N. Ari Weisbrot, Esq. (NAW6029)
N. ARI WEISBROT, ESQ.
75 Eisenhower Parkway
Roseland, New Jersey 07068
Attorneys for Defendants
(973) 994-7571
(973) 992-9125 – fax
aweisbrot@foxrothschild.com
Attorneys for Defendant, Wal-Mart Stores, Inc.

Dated: February 11, 2014

EXHIBIT A

DATE 1-13-14
John A. Kemler, Sheriff
BY [Signature]
Special Deputy

SUMMONS

Attorney(s) Lance D. Brown, Esq.
Office Address 1 AAA Drive, Suite 205
Town, State, Zip Code Robbinsville, NJ 08691

Telephone Number (609) 587-5100
Attorney(s) for Plaintiff _____
Pat Wasilewski, Individually and On Behalf of Similarly
Situated Individuals
Plaintiff(s)

Vs.

Walmart Stores, Inc., John Does 1-5 and ABC Corps
1-5
Defendant(s)

Superior Court of
New Jersey

HUDSON COUNTY
Law DIVISION

Docket No: L - 5898-13

CIVIL ACTION
SUMMONS

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/pro se/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.



[Signature]
Clerk of the Superior Court

DATED: 12/27/2013 ✓

Name of Defendant to Be Served: Walmart Stores Inc c/o Corporate Trust co

Address of Defendant to Be Served: 820 Bear Tavern Road, West Trenton, New Jersey 08628

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed		FOR USE BY CLERK'S OFFICE ONLY PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO. AMOUNT: OVERPAYMENT: BATCH NUMBER:	
	ATTORNEY / PRO SE NAME Lance D. Brown, Esq.		TELEPHONE NUMBER (609) 587-5100	COUNTY OF VENUE Hudson
	FIRM NAME (if applicable) Lance Brown and Associates, LLC		DOCKET NUMBER (when available) <i>25898-13</i>	
	OFFICE ADDRESS 1 AAA Drive, Suite 205 Robbinsville, New Jersey 08691		DOCUMENT TYPE Complaint	
			JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
NAME OF PARTY (e.g., John Doe, Plaintiff) Pat Wasilewski, individually and on behalf of similarly situated individuals		CAPTION Pat Wasilewski v. WalMart Stores, Inc., John does 1-5 and ABC Corps 1-5		
CASE TYPE NUMBER (See reverse side for listing) 599	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.				
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION				
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION				
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION		
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, FOR WHAT LANGUAGE?		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .				
ATTORNEY SIGNATURE: <i>[Signature]</i>				

Side 2



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 288 PRUDENTIAL TORT LITIGATION |
| 271 ACCUTANE/ISOTRETINOIN | 289 REGLAN |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 278 ZOMETA/AREZIA | 291 PELVIC MESH/GYNECARE |
| 279 GADOLINIUM | 292 PELVIC MESH/BARD |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 282 FOSAMAX | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 284 NUVARING | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 601 ASBESTOS |
| 287 YAZ/YASMIN/OCELLA | 623 PROPECIA |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category Putative Class Action Title 59

Lance D. Brown, Esq.
Attorney ID Number: 038021996
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Attorneys for Plaintiffs

PAT WASILEWSKI, individually and on behalf of all other similarly situated,

Plaintiffs,

v.

WALMART STORES, INC. JOHNS DOES 1-5 and ABC CORPS. 1-5

Defendants.

FILED
CUSTOMER SERVICE TEAM

DEC 19 2013

SUPERIOR COURT OF NEW JERSEY
COUNTY OF HUDSON
CIVIL DIVISION #6

SUPERIOR COURT OF NEW JERSEY
HUDSON COUNTY: LAW DIVISION

CIVIL ACTION
DOCKET NO.:

25898-13

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs, Pat Wasilewski (“Ms. Wasilewski” or “Plaintiff”), individually and on behalf of all other similarly situated, by and through the undersigned counsel, hereby complain against Defendants WalMart Stores, Inc. (“WalMart”) John Does 1-5 (fictitious individuals whose names and roles are not yet known) and ABC Corps. 1-5 (fictitious entities whose names and roles are not yet known) (hereafter collectively referred to as “Defendants”) and states as follows:

Preliminary Statements

1. Plaintiff, in her individual capacity and on behalf of all others similarly situated, brings this action for breach of contract, violations of the New Jersey Consumer Fraud Act, *N.J.S.A. 56:8-1, et. seq.* (“NJCFA”) and promissory estoppel for monetary damages, liquidated damages, treble compensatory damages, consequential damages, punitive damages, exemplary damages and treble damages together with costs and attorneys’ fees as a result of WalMart’s deceitful advertisements.

The Parties

2. At all times relevant, Ms. Wasilewski was a New Jersey resident residing at 34 Newark Bay Court, Bayonne, New Jersey 07002.
3. At all times relevant, WalMart was a for-profit, commercial entity with a corporate address of 702 SW 8th Street Bentonville, Arkansas 72716-8611.
4. At all times relevant, WalMart was conducting business within the State of New Jersey at multiple locations, including, but not limited to, 2100 88th Street, North Bergen, New Jersey.

Background

5. Ms. Wasilewski, and all similarly situated individuals, is a consumer who shopped at Walmart.
6. Walmart is a store with locations throughout the United States.
7. At all times relevant Ms. Wasilewski shopped at the store located at 2100 88 St North Bergen, New Jersey.
8. In 2011, prior to entering into her Christmas and holiday shopping and during the course of her Christmas and holiday shopping, Ms. Wasilewski, and all similarly situated individuals, had viewed a number of commercials and other advertisements by Walmart.
9. These advertisements, without exception, assured WalMart customers, including Ms. Wasilewski and all other similarly situated individuals, that they could shop at Walmart and WalMart would match its competitors advertised sales.

10. These commercials made it clear that there was no need to shop anywhere else except for WalMart since any potential customer would be protected from not getting the greatest savings should there be an advertised sale in another store as WalMart guaranteed and promised to match said advertisements.
11. Ms. Wasilewski was in a habit of getting dolls for her extended family for the holiday season.
12. This holiday season was no different and on or about October 7, 2011 Ms. Wasilewski full of Christmas cheer went to the Walmart store located on 2100 88 St North Bergen, New Jersey.
13. At the time Ms. Wasilewski had entered the store she felt confident in her ability to shop at WalMart based upon all the advertisements she had seen.
14. On November 28, 2011 based upon all of the advertised promises and representations of WalMart, Ms. Wasilewski purchased \$562.05 worth of dolls from the North Bergen store.
15. On December 7, 2011 once again upon those representations Ms. Wasilewski purchased \$1,764.88 worth of dolls from the North Bergen store.
16. In addition, Ms. Wasilewski made another purchase on December 7 for \$526.92 worth of dolls.
17. On another occasion, on December 12, 2011 Ms. Wasilewski purchased \$1,231.01 worth of dolls.
18. In addition, on December 14, 2011 Ms. Wasilewski purchased \$1,698.48 worth of dolls.
19. Finally on December 15, 2011 Ms. Wasilewski purchased \$1,200.17 worth of dolls.

20. In all, during the 2011 holiday season, Ms. Wasilewski purchase \$6,948.38 worth of dolls from the North Bergen Walmart.
21. Sears for the holiday season had induced customers to shop at their store wherein it would provide customers all toys buy one, get one free pursuant to an advertisement in the Sears catalog.
22. The only exceptions to the advertisement were Fischer Price Power Wheels and that offers were available on in-store purchases only.
23. The pictures presented within the Sears catalog as well as information shows that dolls were included in the buy, one get one free sale.
24. Accordingly Ms. Wasilewski attempted to get her prices adjusted pursuant to all of the advertising which Walmart had made in order to induce her to shop there.
25. Walmart refused to accept and stand by the promises they had made and refused to match Sears' advertisement.
26. Despite the fact that Ms. Wasilewski had made several demands, payment from Walmart was never forthcoming leading to the institution of this law suit.
27. Upon information and belief, WalMart engaged in similar conduct with similarly situated customers of WalMart by refusing to match its competitors' advertisements.

Class Action Allegations

28. Plaintiffs hereby incorporate the preceding paragraphs as if set forth at length herein.
29. Plaintiff brings this Class action to recover damages owed by Defendants to Plaintiff and members of the putative Class for WalMart's failure to match its competitors' advertisements.

30. Plaintiff brings this action on behalf of herself and all other similarly situated customers, former and present, who were and/or are affected by Defendants' willful and intentional violation actions described herein.

31. In addition, and in the alternative, Plaintiff brings this action in her individual and personal capacity, separate and apart from the Class claims set forth herein.

32. The Class is defined as follows:

All current and former customers of WalMart, who shopped at WalMart during the applicable statutory period who adequately and duly presented a competitors' advertisement to WalMart requesting WalMart to match the advertisement and to whom WalMart refused to match the advertisement.

33. This action is brought and may be properly maintained as a Class action pursuant to Rule 4:32 of the New Jersey Court Rules.

34. The Class is so numerous that joinder of all members is impractical. While the exact number and identities of Class members are unknown at this time, and can only be ascertained through appropriate discovery, it is believed that the number would be in the thousands.

35. This litigation is properly brought as a Class action because of the existence of questions of fact and law common to the Class which predominates over any questions affecting only individual members, including:

- (a) Whether the content of WalMart's advertisement created an offer to its customers;
- (b) Whether the content of WalMart's advertisement created an enforceable promise to its customers;
- (c) Whether the content of WalMart's advertisement and the failure to match types of advertisements are violative of the applicable Consumer Fraud Acts;

36. This litigation is properly brought as a Class action because Plaintiff's claims are typical of the claims of the members of the Class, inasmuch as all such claims arise from Defendants' standard policies and practices, as alleged herein. Like all Class members, Plaintiff was injured by Defendants' policies and practices of refusing to match a competitors' advertisement as promised and agreed.
37. Plaintiff has no interests antagonistic to the interests of the other members of the Class. Plaintiff is committed to the vigorous prosecution of this action and has retained competent counsel experienced in Class action litigation. Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Class.
38. Class action is an appropriate and superior method for the fair and efficient adjudication of the present controversy given the following factors:
- (a) Common questions of law and/or fact predominate over any individual questions which may arise, and, accordingly, there would accrue enormous savings to both the Courts and the Class in litigating the common issues on a classwide instead of on a repetitive individual basis;
 - (b) Despite the relatively small size of individual Class members' claims, their aggregate volume, coupled with the economies of scale inherent in litigating similar claims on a common basis, will enable this case to be litigated as a Class action on a cost-effective basis, especially when compared with repetitive individual litigation; and
 - (c) No unusual difficulties are likely to be encountered in the management of this class action in that all questions of law and/or fact to be litigated at the liability stage of this action are common to the Class.
39. Class certification is also fair and efficient because prosecution of separate actions by individual Class members would create a risk of differing adjudications with respect to such individual members of the Class, which as a practical matter, may be dispositive of the interests of other members not parties to the adjudication, or substantially impair or impede their ability to protect their interests.

40. Class certification is further appropriate under New Jersey law because Defendants have acted and continue to act on grounds generally applicable to the members of the Class.

41. Plaintiff anticipates that there will be no difficulty in the management of this litigation. This litigation presents the breach of contract, consumer fraud and promissory estoppel claims of a type that have often been prosecuted on a classwide basis, and the manner of identifying the Class and providing any monetary relief to it can easily be effectuated from a review of Defendants' and individual plaintiffs' records.

Count I

(Individual Claim for Breach of Contract)

42. Plaintiffs hereby incorporate the preceding paragraphs as if set forth at length herein.

43. The advertisements from WalMart regarding matching any competitor's advertisement created an offer from WalMart to its customers to purchase products at WalMart and WalMart would match the competitors' advertisement, including after the purchase is already made at WalMart.

44. Ms. Wasilewski, one of WalMart's customers, accepted this offer when she purchased numerous products from WalMart during the 2011 holiday season.

45. As such, these transactions constituted bargained-for exchanges and WalMart was required to carry out its obligations by performing its duties, namely to match the competitors' advertisements.

46. After purchasing numerous products over numerous trips at WalMart, Ms. Wasilewski returned to WalMart with the Sears advertisement clearly stating that toys at Sears were buy-one, get-one free.

47. Upon presenting the advertisement, Ms. Wasilewski requested a price adjustment on her previous purchases pursuant to the advertisement and contract.

48. WalMart breached its duties when it refused to make the requested price adjustment for Ms. Wasilewski's purchases.

49. WalMart's refusal to make the price adjustment constituted a material breach of the agreement.

50. As a result of Defendants' breach described herein, Ms. Wasilewski has been caused to suffer recoverable damages.

WHEREFORE Plaintiff, Pat Wasilewski, individually and on behalf of similarly situated individuals, hereby demands judgment against Defendants, WalMart Stores, Inc., John Does 1-5 (fictitious individuals whose names and roles are not yet known) and ABC Corps. 1-5 (fictitious entities whose names and roles are not yet known), jointly and/or severally, in the alternative, in the amount of their damages, including compensatory, consequential, punitive, treble and exemplary, together with costs, plus interest as allowed by court rules, and such other relief as this Court deems just and equitable.

Count II

(Individual Claim for Violations of the Consumer Fraud Act)

51. Plaintiffs hereby incorporate the preceding paragraphs as if set forth at length herein.

52. WalMart's commercials and publications regarding matching competitors' advertisements constituted an "advertisement" under the New Jersey Consumer Fraud Act, *N.J.S.A. 56:8-1, et. seq.*

53. WalMart is a "person" as used in that statute.

54. WalMart made those commercials and published those advertisements for the purpose of inducing customers to forego shopping at other retail establishments during the holiday season and only shop at their establishments.

55. WalMart published these advertisements knowing that it did not intend to fully match all competitors' advertisements, but no such fact was presented in the commercials or published advertisements.
56. Whether WalMart intended on actually matching its competitors' advertised prices is a material fact.
57. Therefore, WalMart's failure to disclose its true intentions constituted an unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation and/or the knowing concealment, suppression or omission of a material fact.
58. WalMart conducted the unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation and/or the knowing concealment, suppression or omission of a material fact with the intention of inducing customers to rely on said unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation and/or the knowing concealment, suppression or omission of a material fact.
59. Ms. Wasilewski, as intended by WalMart, did, in fact, reasonably rely upon said unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation and/or the knowing concealment, suppression or omission of a material fact when she carried out her holiday shopping at WalMart as described herein.
60. As such, WalMart's conduct is unlawful pursuant to the New Jersey Consumer Fraud Act.
61. As a result of the actions described herein, Ms. Wasilewski has been caused to suffer recoverable damages.
62. Pursuant to the New Jersey Consumer Fraud Act, Ms. Wasilewski is entitled to triple damages.

WHEREFORE Plaintiff, Pat Wasilewski, individually and on behalf of similarly situated individuals, hereby demands judgment against Defendants, WalMart Stores, Inc., John Does 1-5 (fictitious individuals whose names and roles are not yet known) and ABC Corps. 1-5 (fictitious entities whose names and roles are not yet known), jointly and/or severally, in the alternative, in the amount of their damages, including compensatory, consequential, punitive, treble and exemplary, together with costs, plus interest as allowed by court rules, and such other relief as this Court deems just and equitable.

Count III

(Individual Claim for Promissory Estoppel)

63. Plaintiffs hereby incorporate the preceding paragraphs as if set forth at length herein.

64. WalMart's commercial and published advertisements as described herein were clear and definite promises to its customers, which included Ms. Wasilewski, that it would match any competitor's advertisement.

65. WalMart made these promises to its customers, including Ms. Wasilewski, for the specific purpose of inducing its customers, including Ms. Wasilewski, to rely upon these promises by conducting all of their holiday shopping at WalMart.

66. It was foreseeable that WalMart's customers, including Ms. Wasilewski, would, indeed, rely upon these promises by conducting all of their holiday shopping at WalMart.

67. Ms. Wasilewski did, in fact, reasonably rely upon and was induced by these promises into conducting all of her holiday shopping at WalMart.

68. As a result of reasonably relying upon WalMart's promises, Ms. Wasilewski has been caused to suffer recoverable damages.

69. In light of the foregoing, injustice can only be prevented by enforcing WalMart's promises to match its competitors' advertisements.

WHEREFORE Plaintiff, Pat Wasilewski, individually and on behalf of similarly situated individuals, hereby demands judgment against Defendants, WalMart Stores, Inc., John Does 1-5 (fictitious individuals whose names and roles are not yet known) and ABC Corps. 1-5 (fictitious entities whose names and roles are not yet known), jointly and/or severally, in the alternative, in the amount of their damages, including compensatory, consequential, punitive, treble and exemplary, together with costs, plus interest as allowed by court rules, and such other relief as this Court deems just and equitable.

Count IV

(Class Action Claims for Breach of Contract)

70. Plaintiffs hereby incorporate the preceding paragraphs as if set forth at length herein.
71. The advertisements from WalMart regarding matching any competitor's advertisement created an offer from WalMart to its customers to purchase products at WalMart and WalMart would match the competitors' advertisement, including after the purchase is already made at WalMart.
72. WalMart's customers accepted this offer when they purchased numerous products from WalMart during the applicable statutory period.
73. As such, these transactions constituted bargained-for exchanges and WalMart was required to carry out its obligations by performing its duties, namely to match the competitors' advertisements.
74. After purchasing numerous products over numerous trips at WalMart, WalMart's customers presented competitor advertisements to WalMart.
75. Upon presenting the advertisements, the customers requested a price adjustments on their previous or contemporaneous purchases pursuant to WalMart's advertisement and contract.

76. WalMart breached its duties when it refused to make the requested price adjustments.

77. WalMart's refusal to make the price adjustments constituted a material breach of the agreement.

78. As a result of Defendants' breach described herein, WalMart's customers have been caused to suffer recoverable damages.

WHEREFORE Plaintiff, Pat Wasilewski, individually and on behalf of similarly situated individuals, hereby demands judgment against Defendants, WalMart Stores, Inc., John Does 1-5 (fictitious individuals whose names and roles are not yet known) and ABC Corps. 1-5 (fictitious entities whose names and roles are not yet known), jointly and/or severally, in the alternative, in the amount of their damages, including compensatory, consequential, punitive, treble and exemplary, together with costs, plus interest as allowed by court rules, and such other relief as this Court deems just and equitable.

Count V

(Class Action Claims for Violations of the Consumer Fraud Act)

79. Plaintiffs hereby incorporate the preceding paragraphs as if set forth at length herein.

80. WalMart's commercials and publications regarding matching competitors' advertisements constituted an "advertisement" under the New Jersey Consumer Fraud Act, *N.J.S.A. 56:8-1, et. seq.*

81. WalMart is a "person" as used in that statute.

82. WalMart made those commercials and published those advertisements for the purpose of inducing customers to forego shopping at other retail establishments during the holiday season and only shop at their establishments.

83. WalMart published these advertisements knowing that it did not intend to fully match all competitors' advertisements, but no such fact was presented in the commercials or published advertisements.
84. Whether WalMart intended on actually matching its competitors' advertised prices is a material fact.
85. Therefore, WalMart's failure to disclose its true intentions constituted an unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation and/or the knowing concealment, suppression or omission of a material fact.
86. WalMart conducted the unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation and/or the knowing concealment, suppression or omission of a material fact with the intention of inducing customers to rely on said unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation and/or the knowing concealment, suppression or omission of a material fact.
87. WalMart's customers, as intended by WalMart, did, in fact, reasonably rely upon said unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation and/or the knowing concealment, suppression or omission of a material fact when they shopped at WalMart as described herein.
88. As such, WalMart's conduct is unlawful pursuant to the New Jersey Consumer Fraud Act.
89. As a result of the actions described herein, WalMart's customers have been caused to suffer recoverable damages.
90. Pursuant to the New Jersey Consumer Fraud Act, WalMart's customers are entitled to triple damages.

WHEREFORE Plaintiff, Pat Wasilewski, individually and on behalf of similarly situated individuals, hereby demands judgment against Defendants, WalMart Stores, Inc., John Does 1-5 (fictitious individuals whose names and roles are not yet known) and ABC Corps. 1-5 (fictitious entities whose names and roles are not yet known), jointly and/or severally, in the alternative, in the amount of their damages, including compensatory, consequential, punitive, treble and exemplary, together with costs, plus interest as allowed by court rules, and such other relief as this Court deems just and equitable.

Count VI

(Class Action Claims for Promissory Estoppel)

91. Plaintiffs hereby incorporate the preceding paragraphs as if set forth at length herein.

92. WalMart's commercial and published advertisements as described herein were clear and definite promises to its customers that it would match any competitor's advertisement.

93. WalMart made these promises to its customers for the specific purpose of inducing its customers to rely upon these promises by shopping at WalMart.

94. It was foreseeable that WalMart's customers would, indeed, rely upon these promises by shopping at WalMart.

95. WalMart's customers did, in fact, reasonably rely upon and was induced by these promises into shopping at WalMart.

96. As a result of reasonably relying upon WalMart's promises, WalMart's customers have been caused to suffer recoverable damages.

97. In light of the foregoing, injustice can only be prevented by enforcing WalMart's promises to match its competitors' advertisements.

WHEREFORE Plaintiff, Pat Wasilewski, individually and on behalf of similarly situated individuals, hereby demands judgment against Defendants, WalMart Stores, Inc., John Does 1-5 (fictitious individuals whose names and roles are not yet known) and ABC Corps. 1-5 (fictitious entities whose names and roles are not yet known), jointly and/or severally, in the alternative, in the amount of their damages, including compensatory, consequential, punitive, treble and exemplary, together with costs, plus interest as allowed by court rules, and such other relief as this Court deems just and equitable.

Count VII

98. Plaintiffs hereby incorporate the preceding paragraphs as if set forth at length herein.

99. John Does 1-5 and ABC Corps. 1-5 are fictitious individuals and entities, respectively, whose names and roles are not yet known, but whose negligent or intentional actions contributed to the damages suffered by Plaintiff as described herein.

WHEREFORE Plaintiff, Pat Wasilewski, hereby demands judgment against Defendants, WalMart Stores, Inc., John Does 1-5 (fictitious individuals whose names and roles are not yet known) and ABC Corps. 1-5 (fictitious entities whose names and roles are not yet known), jointly and/or severally, in the alternative, in the amount of her damages, including compensatory, consequential, punitive, treble and exemplary, together with costs, plus interest as allowed by court rules, and such other relief as this Court deems just and equitable.


JURY DEMAND

Plaintiff requests a trial by Jury pursuant to 4:35-1.

TRIAL ATTORNEY DESIGNATION

Pursuant to 4:5-1(c), Lance D. Brown, Esq. is designated as trial counsel.

Dated: December 18, 2013



Lance D. Brown, Esq.
Lance Brown and Associates, LLC
Attorneys for Plaintiff

CERTIFICATION

Pursuant to the requirements of Rule 4:5-1 (NOTICE OF OTHER ACTIONS), I, the undersigned, do hereby certify to the best of my knowledge, information and belief, that except as hereinafter indicated, the subject matter of the controversy referred to in the within pleading is not the subject of any other Cause of Action, pending in any other Court, or of a pending Arbitration Proceeding, nor is any other Cause of Action or Arbitration Proceeding contemplated;

1. OTHER ACTIONS PENDING?.....YES ___ NO X

A. If YES - Parties to other Pending Actions.

B. In my opinion, the following parties should be joined in the within pending Cause of Action.

2. OTHER ACTIONS CONTEMPLATED?.....YES ___ NO X

A. If YES - Parties contemplated to be joined, in other Causes of Action.

3. ARBITRATION PROCEEDINGS PENDING?.....YES ___ NO X

A. If YES - Parties to Arbitration Proceedings.

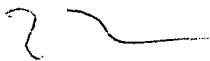
B. In my opinion, the following parties should be joined in the pending Arbitration Proceedings.

4. OTHER ARBITRATION PROCEEDINGS CONTEMPLATED?.....YES ___ NO X

A. If YES - Parties contemplated to be joined to Arbitration Proceedings.

In the event that during the pendency of the within Cause of Action, I shall become aware of any change as to any facts stated herein, I shall file an amended certification and serve a copy thereof on all other parties (or their attorneys) who have appeared in said Cause of Action.

Dated: December 18, 2013



Lance D. Brown, Esq.
Lance Brown and Associates, LLC
Attorneys for Plaintiffs



**Service of Process
Transmittal**

01/13/2014
CT Log Number 524202333

TO: Kim Lundy Service of Process
Wal-Mart Stores, Inc.
702 SW 8th Street, MS 0215
Bentonville, AR 72716-0215

RE: Process Served in New Jersey

FOR: Wal-Mart Stores, Inc. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Wasilewski Pat, individually and on behalf of all other similarly situated, Pltfs. vs. WalMart Stores, Inc., et al., Dfts.
Name discrepancy noted.

DOCUMENT(S) SERVED: Summons, Case Information Statement, Complaint and Jury Demand, Certification(s), Letter

COURT/AGENCY: Hudson County Superior Court - Law Division, NJ
Case # L589813

NATURE OF ACTION: Summons and Complaint - Class Action - Breach of Contract - Defendant breached its duties when it refused to make the requested price adjustment for Plaintiff's purchases

ON WHOM PROCESS WAS SERVED: The Corporation Trust Company, West Trenton, NJ

DATE AND HOUR OF SERVICE: By Process Server on 01/13/2014 at 09:35

JURISDICTION SERVED : New Jersey

APPEARANCE OR ANSWER DUE: Within 35 days, not counting the date of receipt

ATTORNEY(S) / SENDER(S): Lance D. Brown
Lance Brown and Associates, LLC
1 AAA Drive, Suite 205
Robbinsville, NJ 08691
609-587-5100

ACTION ITEMS: CT has retained the current log, Retain Date: 01/13/2014, Expected Purge Date: 01/18/2014
Image SOP
Email Notification, Candiss Golaszweski-CT East
CLS-VerificationEast@wolterskluwer.com
Email Notification, Kim Lundy Service of Process ctlawsuits@walmartlegal.com

SIGNED: The Corporation Trust Company
PER: Lissette Santiago-Rivera
ADDRESS: 820 Bear Tavern Road
3rd Floor
West Trenton, NJ 08628
TELEPHONE: 609-538-1818

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.