

38994

20

**UNITED STATES DISTRICT COURT  
IN THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

Exhibit A

JULIE ANN ROEHM,  
  
Plaintiff,

v.

WAL-MART STORES, INC.,  
  
Defendant.

Case: 2:07-cv-10168  
Assigned To: Zatkoff, Lawrence P  
Referral Judge: Whalen, R. Steven  
Filed: 01-10-2007 At 09:13 AM  
REM ROEHM V WAL-MART STORES INC  
(EW)

**NOTICE OF REMOVAL OF CIVIL ACTION**

Defendant Wal-Mart Stores, Inc. ("Wal-Mart"), by and through its attorneys, Dykema Gossett PLLC, gives notice that the above action is removed from the Oakland County Circuit Court to the United States District Court for the Eastern District of Michigan, Southern Division.

In support of removal, Defendant states as follows:

1. On or about December 15, 2006, an action was commenced against Wal-Mart in the Circuit Court for the County of Oakland, State of Michigan, entitled "Complaint And Demand For Jury Trial" and designated as Case No. 06-079562-CK.

2. Copies of the Summons, Complaint and Jury Demand were served upon Wal-Mart via its registered agent for service on December 20, 2006. Copies of the Summons, Complaint and Jury Demand are attached hereto as Exhibit A.

3. The Summons, Complaint, and Jury Demand attached hereto as Exhibit A constitute all process, pleadings and orders served upon or received by Wal-Mart in this action.

4. This Court has original jurisdiction based upon diversity of citizenship, pursuant to 28 U.S.C. § 1332, because, as set forth more fully below, this is a civil action wherein the amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest, costs and attorney fees, and is between citizens of different states.

DYKEMA GOSSETT, A PROFESSIONAL LIMITED LIABILITY COMPANY 3917 WOODWARD AVENUE SUITE 1000 FARMINGTON HILLS, MICHIGAN 48334

5. At the time this action was commenced, and at all times since, including at the time this Notice of Removal of Civil Action is filed, Wal-Mart was and is a corporation organized under and existing by virtue of the laws of the State of Delaware, and having its principal place of business in the State of Arkansas. Wal-Mart was and is a citizen of the States of Delaware and Arkansas, and Wal-Mart is not now and has never been a citizen of the State of Michigan, where this action was brought, within the meaning of 28 U.S.C. § 1332(c).

6. Wal-Mart is informed and believes that since approximately 1998, including at the time this action was commenced and at the time this Notice of Removal was filed, Plaintiff is and has been a citizen of the State of Michigan. Plaintiff admits that she currently maintains a residence in Oakland County, Michigan. *See*, Exhibit A, Complaint at ¶ 1. Although Plaintiff asserts that she “temporarily relocated” her family from their “home” in Michigan to a “house” in Arkansas for less than a year while she was employed by Defendant, *see id.* at ¶ 11, Plaintiff does not allege that she at any time established a domicile in the States of Arkansas or Delaware.

7. In accordance with L.R. 81.1(a) and (b) and 28 U.S.C. § 1332(a), the amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest, costs and attorneys fees. In support of its allegation that Plaintiff’s Complaint sets forth a claim in excess of the jurisdictional amount required by 28 U.S.C. § 1332(a), Wal-Mart submits upon the following facts and reasons:

- a. Plaintiffs’ Complaint alleges breach of contract, fraud and misrepresentation, and claim and delivery. Consistent with state court practice, Plaintiffs’ Complaint does not specify the sum sought as damages. Rather, the Complaint indicates that Plaintiffs seek an amount in excess of the jurisdictional requirement of that court, which is \$25,000.
- b. Though the Complaint does not plead a specific amount in controversy in excess of the jurisdictional amount, Plaintiff does seek to recover actual damages, including, but not limited to: severance pay in the amount of \$325,000, *see* Exhibit A, Complaint at ¶ 10; stock options valued at approximately \$500,000, *see id.* at ¶ 8; a restricted stock award with an approximate value of \$300,000, *see id.*; and Annual Incentive Payments worth up to \$406,250, *see id.*

DYKEMA GOSSETT PA PROFESSIONAL LIMITED LIABILITY COMPANY 3337 WOODWARD AVENUE SUITE 500 WILCOXFIELD HILLS, MICHIGAN 48114

c. If the allegations in Plaintiffs' Complaint are proven to be true, the amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest, costs and attorneys fees.

8. This Notice of Removal is filed within thirty (30) days after service upon Wal-Mart of the initial pleadings as required by 28 U.S.C. § 1446(b).

9. The Oakland County Circuit Court is located in the Eastern District of Michigan, Southern Division.

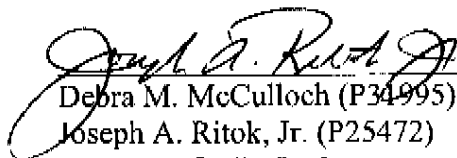
10. A Notice of Filing Notice of Removal to Federal Court and a copy of this Notice of Removal of Civil Action have been filed with the Circuit Court for the County of Oakland, State of Michigan, as required by 28 U.S.C. § 1446(d), and copies of the same have been served upon Plaintiff's counsel as verified by the attached proof of service.

11. Based upon the foregoing, Wal-Mart is entitled to remove this action to this Court under 28 U.S.C. § 1441.

WHEREFORE, Defendant gives notice of removal of this cause of action from the Circuit Court for the County of Oakland to this Court.

Respectfully submitted,

DYKEMA GOSSETT PLLC

  
Debra M. McCulloch (P34995)  
Joseph A. Ritok, Jr. (P25472)

Attorneys for Defendant  
39577 Woodward Avenue, Suite 300  
Bloomfield Hills, MI 48304  
(248) 203-0785

GIBSON, DUNN & CRUTCHER LLP

  
Eugene Scalia

Karl G. Nelson  
David J. Debold (P39278)  
Of Counsel for Defendant  
1050 Connecticut Avenue N.W.  
Washington, D.C. 20036  
(202) 955-8500

DATE: January 10, 2007

DYKEMA GOSSETT, A PROFESSIONAL LIMITED LIABILITY COMPANY, 39577 WOODWARD AVENUE, SUITE 300, BLOOMFIELD HILLS, MICHIGAN 48304

**CERTIFICATE OF SERVICE**

I hereby certify that on January 10, 2007, a true and correct copy of the foregoing *Notice of Removal* was served by certified mail, return receipt requested, upon the following counsel of record:

John F. Schaefer  
B. Andrew Rifkin  
**The Law Firm of John F. Schaefer**  
380 N. Old Woodward, Suite 320  
Birmingham, MI 48009  
(248) 642-6665  
*Attorneys for Plaintiff*

  
\_\_\_\_\_  
JOSEPH A. RITOK, JR.

DET02\242239.1  
IDUAR

DYKEMA GOSSETT & PROFESSIONAL LIMITED LIABILITY COMPANY 19517 WOODWARD AVENUE SUITE 300 BLOOMFIELD HILLS, MICHIGAN 48304



Legal Software, Inc.  
 (800) 530-2255  
 Approved, SCAO

Original - Court  
 1st copy - Defendant

06-079562-CK



JUDGE D. LANGFORD MORRIS  
 ROEHM, JULIE A V WAL-MART STORES

STATE OF MICHIGAN  
 JUDICIAL DISTRICT  
 6th JUDICIAL CIRCUIT  
 COUNTY PROBATE

SUMMONS AND COMPLAINT

Court address  
 1200 North Telegraph Road, Pontiac, MI 48341

Court telephone no.  
 (248) 858-1000

Plaintiff name(s), address(es) and telephone no(s).  
 Julie Ann Roehm

v

Defendant name(s), address(es), and telephone no(s).  
 Wal-Mart Stores, Inc., a Delaware Corporation  
 c/o The Registered Agent, The Corporation Company  
 30600 Telegraph Road  
 Bingham Farms, MI 48025

Plaintiff attorney, bar no., address, and telephone no.  
 John F. Schaefer (P19948)  
 The Law Firm of John F. Schaefer  
 380 North Old Woodward, Ste. 320  
 Birmingham, MI 48009 (248) 642-6655

**SUMMONS NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan, you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued <b>DEC 15 2006</b>	This summons expires* <b>MAR 16 2007</b>	Court clerk <b>RUTH JOHNSON</b>
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\*This summons is invalid unless served on or before its expiration date.

**COMPLAINT** *Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.*

**Family Division Cases**

There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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**General Civil Cases**

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.

The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

**VENUE**

Plaintiff(s) residence (include city, township, or village) Oakland	Defendant(s) residence (include city, township, or village) Oakland
--	--

Place where action arose or business conducted Oakland
---

12/15/06

Date

Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you to fully participate in court proceedings, please contact the court immediately to make arrangements.

**PROOF OF SERVICE**

**SUMMONS AND COMPLAINT**  
Case No. 06- -CK

**TO PROCESS SERVER:** You are to serve the summons and complaint not later than 91 days from the date of filing. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

**CERTIFICATE / AFFIDAVIT OF SERVICE / NON-SERVICE**

<input type="checkbox"/> <b>OFFICER CERTIFICATE</b> I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2), and that: (notary not required)	OR	<input type="checkbox"/> <b>AFFIDAVIT OF PROCESS SERVER</b> Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notary required)
---	----	---

- I served personally a copy of the summons and complaint,
- I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint,

together with \_\_\_\_\_  
 List all documents served with the Summons and Complaint

\_\_\_\_\_ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

I have personally attempted to serve the summons and complaint, together with any attachments on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

Service fee	Miles Traveled	Mileage fee	Total fee
\$		\$	\$

Signature \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me on \_\_\_\_\_, \_\_\_\_\_ County, Michigan.  
 Date \_\_\_\_\_

My commission expires: \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_  
 Deputy court clerk/Notary public

**ACKNOWLEDGMENT OF SERVICE**

I acknowledge that I have received service of the summons and complaint, together with: \_\_\_\_\_  
 Attachments

\_\_\_\_\_ on \_\_\_\_\_  
 Day, date, time

\_\_\_\_\_ on behalf of \_\_\_\_\_  
 Signature

06-079562-CK



JUDGE D. LONGFORD MORRIS  
CASE: ROEHM, JULIE, A V WAL MART STORES, INC.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

RECEIVED FOR FILING  
OAKLAND COUNTY CLERK

JULIE ANN ROEHM, Individually,

Plaintiff,

'06 DEC 15 P3:58

vs.

BY: [Signature]

No.: 06-  
Hon.: -CK

WAL-MART STORES, INC., a Delaware  
Corporation

Defendant.

THE LAW FIRM OF JOHN F. SCHAEFER

BY: JOHN F. SCHAEFER (P19948)

B. ANDREW RIFKIN (P46147)

**Attorneys for Plaintiff**

380 North Old Woodward Suite 320

Birmingham, Michigan 48009

(248) 642-6655

COMPLAINT  
AND DEMAND FOR JURY TRIAL

THE LAW FIRM  
OF  
JOHN F. SCHAEFER  
PROFESSIONAL LIMITED LIABILITY COMPANY

BIRMINGHAM GROSSE POINTE  
48) 642-6655 (313) 861-1900



NOW COMES Plaintiff, JULIE ROEHM, by and through her attorneys, THE LAW FIRM OF JOHN F. SCHAEFER, and for her Complaint against Defendant, WAL-MART STORES, INC., she states unto this honorable Court as follows:

#### Jurisdiction and Parties

1. Plaintiff JULIE ANN ROEHM maintains a residence in the City of Rochester Hills, County of Oakland, State of Michigan.
2. At all times relevant to this cause, Defendant WAL-MART STORES, INC. was and is a Delaware corporation, directly and or/indirectly (through wholly owned subsidiaries) maintaining retail stores and/or offices in – and conducting regular and ongoing business in – the County of Oakland, State of Michigan.
3. On January 13, 2006, Plaintiff entered into an employment contract with Defendant to employ Plaintiff as a key senior executive of the company, with major responsibilities for marketing, communications, planning, directing, coordinating and controlling overall corporate marketing and media strategy, along with a Post-Termination Agreement and Covenant Not to Compete (all of which are collectively referred to hereinafter as the "Agreement"). (Please see Exhibit A).
4. The Agreement was delivered to Plaintiff and executed by Plaintiff in the City of Rochester Hills, County of Oakland, State of Michigan.
5. The amount in controversy exceeds the jurisdictional limits of this Court.00, excluding interest and costs.

THE LAW FIRM  
OF  
JOHN F. SCHAEFER  
PROFESSIONAL LIMITED LIABILITY COMPANY

BIRMINGHAM GROSSE POINTE  
(48) 642-6655 (313) 881-1300

### Common Allegations

6. Plaintiff re-alleges and incorporates the allegations set forth in paragraphs above as if they were set forth fully, word for word, in this paragraph.

7. At all times relevant to this Complaint, Defendant was and is responsible for the actions of its employees and/or agents, as well as those persons representing themselves to be employees and/or agents of Defendant.

8. As part and parcel of the Agreement, Defendant represented and committed to pay to Plaintiff, in addition to a signing bonus of \$250,000 and her annual base pay of \$325,000, (1) Annual Incentive Payments up to 125% of Plaintiff's annual base salary, based upon Defendant reaching certain pre-established performance measures, (2) a restricted stock award with a value of approximately \$300,000, to be vested over a period from three to five years after the commencement of employment, (3) stock options with a value of approximately \$500,000, to be vested over a period from during the first five years after the commencement of employment, (4) and annual equity awards granted during the first quarter of each year of employment. (Please see **Exhibit A**).

9. The Agreement further provides that Defendant would pay "Relocation" benefits to Plaintiff, including up to 6 mortgage payments, so long as Plaintiff did not voluntarily leave Defendant's employ. (Please see **Exhibit A**).

10. The Agreement also provided that if Defendant "initiates the termination of [Plaintiff's] employment, [Defendant] will, for a period of one (1) year from the effective date of termination ... continue to pay [Plaintiff's] base salary at the rate in effect on the date of termination..." (Please see **Exhibit A**).

THE LAW FIRM  
OF  
JOHN P. SCHAEFER  
PROFESSIONAL LIMITED LIABILITY COMPANY

BIRMINGHAM GROSSE POINTE  
AB) 642-6655 (313) 881-1300

11. Based upon and in reliance upon the covenants made by Defendant in the Agreement, Plaintiff temporarily relocated her husband and children from their home in Rochester Hills, Michigan, to a house in Bentonville, Arkansas, and commenced work for Defendant on February 6, 2006.

12. On December 4, 2006, Defendant's CFO told Plaintiff that her employment was being terminated, ostensibly because Plaintiff "hasn't been fulfilling the expectations of an officer of the company."

13. Defendant provided no specific examples of any conduct by Plaintiff which did not fulfill the expectations of an officer of the company, because no such conduct exists.

14. Despite the fact that no such conduct exists by which Plaintiff did not fulfill the expectations of an officer of the company, Defendant told Plaintiff that her employment was terminated and that she would not receive any further compensation from Defendant beyond December 4, 2006.

15. Defendant further holds in its offices personal files and property of Plaintiff, but despite Plaintiff's requests to have that material returned to her, Defendant has refused.

16. Thereafter, agents of Defendant made false and malicious statements to the media.

**Count I  
Breach of Contract**

17. Plaintiff re-alleges all of the allegations recited in the preceding paragraphs.

THE LAW FIRM  
OF  
JOHN F. SCHAEFER  
PROFESSIONAL LIMITED LIABILITY COMPANY

BIRMINGHAM MOBILE POINT  
404 642-8855 (313) 861-1300

18. Despite Defendant's contractual obligations – both expressed and implied – Defendant specifically, willfully, and deliberately has breached those obligations.

19. By refusing to pay Plaintiff the compensation to which she is entitled pursuant to the Agreement, and by failing to abide by the terms of the Agreement, both express and implied, Defendant has breached its Agreement with Plaintiff.

20. By way of example, without limitation, Defendant breached the Agreement by willfully and deliberately refusing pay Plaintiff any of the compensation to which she is entitled pursuant to the Agreement, and as described above.

21. By reason of Defendant's breaches of contract, Plaintiff has sustained damages, which include but are not limited to significant economic losses, monetary damages, increased costs, and attorney fees, as well as other consequential losses.

22. Plaintiff has performed all conditions precedent under the Agreement.

**WHEREFORE**, Plaintiff respectfully requests that this honorable Court grant her judgment against Defendant in an amount in excess of the jurisdictional limits of this Court, plus exemplary and punitive damages, costs, interest, and attorney fees incurred by Plaintiff in the prosecution of this action.

**Count II  
Fraud and Misrepresentation**

23. Plaintiff re-alleges all of the allegations recited in the preceding paragraphs.

THE LAW FIRM  
OF  
OHN F. SCHAEFER  
PROFESSIONAL LIMITED LIABILITY COMPANY

BIRMINGHAM GROSSE POINTE  
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24. Defendant made material representations of fact to Plaintiff that Defendant would abide in good faith to the terms of the Agreement if Plaintiff entered into the Agreement and relocated her family to Arkansas. Defendant further represented that Defendant, pursuant to the Agreement, would pay all sums due and owing to Plaintiff according to the terms of the Agreement.

25. Defendant's material representations of fact to Plaintiff were false.

26. Defendant knew that its representations were false when they were made, or Defendant made the misrepresentations recklessly, without knowledge of their truth as a positive assertion.

27. Defendant made these assertions with the intention that the assertions be acted upon by Plaintiff in entering into the Agreement.

28. In entering into the Agreement with Defendant, Plaintiff acted in reliance upon the misrepresentations of material fact made by Defendant.

29. As a direct and proximate result of Defendant's misrepresentations of material facts, Plaintiff has suffered, and will continue to suffer into the future, injuries and damages, including but not limited to significant economic losses, monetary damages, increased costs, attorney fees, as well as other consequential losses.

**WHEREFORE**, Plaintiff respectfully requests that this honorable Court grant her judgment against Defendant in an amount in excess of the jurisdictional limits of this Court, plus exemplary and punitive damages, costs, interest, and attorney fees incurred by Plaintiff in the prosecution of this action.

TYPE LAW FIRM  
OF  
JOHN P. SCHAEFER  
PROFESSIONAL LIMITED LIABILITY COMPANY  
BIRMINGHAM      GROSSE POINTE  
(48) 642-6635      (313) 881-1300

**Count III  
Claim and Delivery**

30. Plaintiff re-alleges all of the allegations recited in the preceding paragraphs.

31. Defendant remains in possession of belongings created and owned entirely by Plaintiff, with no connection whatsoever to Defendant, including but not limited to: (1) her Media Exchange files (which were left in stacks in her office), (2) all materials from all presentations and work she has done prior to her employment with Defendant, and (3) copies of the following computer Outlook folders/files: The Exchange, all personal folders, and Contacts.

32. Defendant has refused to return those belongings to Plaintiff.

**WHEREFORE**, Plaintiff respectfully requests that this honorable Court grant her judgment against Defendant, and/or order Defendant to return to Plaintiff forthwith all personal files and property of Plaintiff, and assess against Defendant exemplary and punitive damages, costs, interest, and attorney fees incurred by Plaintiff in the prosecution of this action.

THE LAW FIRM  
OF  
OEN T. SCHAEFER  
PROFESSIONAL LIMITED LIABILITY COMPANY

BIRMINGHAM GROSSE POINTE  
46) 842-6655 (313) 881-1300

Respectfully submitted,

THE LAW FIRM OF JOHN F. SCHAEFER

BY:

  
JOHN F. SCHAEFER (P19948)

B. ANDREW RYKIN (P46147)

**Attorneys for Plaintiff**

380 North Old Woodward Suite 320

Birmingham, MI 48009

(248) 642-6655

Dated: December 15, 2006.

THE LAW FIRM  
OF  
JOHN F. SCHAEFER  
PROFESSIONAL LIMITED LIABILITY COMPANY

BIRMINGHAM GROSSE POINTE  
148) 642-6655 (313) 881-1300

06-079562-CK



JUDGE D. LANGFORD MORRIS  
COUNTY ROEHM, JULIE, A V WAL MART ST

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

RECEIVED FOR FILING  
OAKLAND COUNTY CLERK

JULIE ANN ROEHM, Individually,

06 DEC 15 P 3 58

Plaintiff,

BY \_\_\_\_\_  
DEPUTY COUNTY CLERK

No.: 06-            -CK  
Hon.:

vs.

WAL-MART STORES, INC., a Delaware  
Corporation

Defendant.

THE LAW FIRM OF JOHN F. SCHAEFER

BY: JOHN F. SCHAEFER (P19948)

B. ANDREW RIFKIN (P46147)

**Attorneys for Plaintiff**

380 North Old Woodward Suite 320

Birmingham, Michigan 48009

(248) 642-6655

JURY DEMAND

THE LAW FIRM  
OF  
JOHN F. SCHAEFER  
PROFESSIONAL LIMITED LIABILITY COMPANY

BIRMINGHAM    GROSSE POINTE  
8) 642-6655    (313) 881-1300

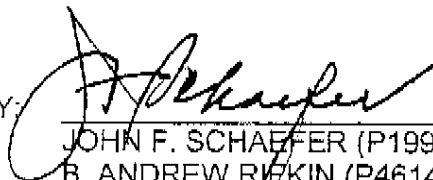


NOW COMES Plaintiff, JULIE ROEHM, by and through her attorneys, THE LAW FIRM OF JOHN F. SCHAEFER, and hereby demands a trial by jury of the above-entitled cause.

Respectfully submitted,

THE LAW FIRM OF JOHN F. SCHAEFER

BY:



JOHN F. SCHAEFER (P19948)

B. ANDREW RIEKIN (P46147)

**Attorneys for Plaintiff**

380 North Old Woodward Suite 320

Birmingham, MI 48009

(248) 642-6655

Dated: December 15, 2006.

THE LAW FIRM

OF

JOHN F. SCHAEFER

PROFESSIONAL LIMITED LIABILITY COMPANY

BIRMINGHAM GROSSE POINTE  
18) 842-6655 (313) 881-1300

**CIVIL COVER SHEET**

County in which this action arose Oakland

This cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by the local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of filing the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**(a) PLAINTIFFS**

JULIE ANN ROEHM

**DEFENDANTS**

WAL-MART STORES, INC.

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

Debra M. McCulloch (P31995)/ Joseph A. Ritok, Jr. (P25472)  
Dykema Gosssett PLLC, 39577 Woodward Ave., Ste. 300, Bloomfield Hills, MI 48304 / (248) 203-0785 (SEE ATTACHED)

**(b) County of Residence of First Listed Plaintiff** OAKLAND  
(EXCEPT IN U.S. PLAINTIFF CASES)

**(c) Attorney's (Firm Name, Address, and Telephone Number)**

John F. Schaefer/B. Andrew Rifkin  
The Law Firm of John F. Schaefer  
380 N. Old Woodward, Ste. 320, Birmingham, MI 48009 / (248) 642-6665

**II. BASIS OF JURISDICTION** (Select One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Select One Box for Plaintiff and One Box for Defendant)

- |                       |                                       |                            |   |                            |                                       |
|-----------------------|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
|                       | <b>PIF</b>                            | <b>DEF</b>                 |   | <b>PIF</b>                 | <b>DEF</b>                            |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
|                       |                                       |                            |   | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
|                       |                                       |                            |   | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Select One Box Only)

CONTRACT	PERSONAL INJURY	PERSONAL INJURY	TORTS
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	

Case: 2:07-cv-10168  
Assigned To: Zatkoff, Lawrence P  
Referral Judge: Whalen, R. Steven  
Filed: 01-10-2007 At 09:13 AM  
REM ROEHM V WAL-MART STORES INC (EW)

**ATTUTES**

- 460 Deportation
- 470 Racketeer Influenced and Corrupt Organizations
- 480 Consumer Credit
- 490 Cable/Sat TV
- 810 Selective Service
- 850 Securities/Commodities/Exchange
- 875 Customer Challenge 12 USC 3410
- 890 Other Statutory Actions
- 891 Agricultural Acts
- 892 Economic Stabilization Act
- 893 Environmental Matters
- 894 Energy Allocation Act
- 895 Freedom of Information Act
- 900 Appeal of Fee Determination Under Access to Justice
- 950 Constitutionality of State Statutes

**V. ORIGIN** (Select One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgement

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 USC § 1332

Brief description of cause:  
Breach of Contract; Fraud and Misrepresentation; Claim and Delivery

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$  
350,000+

CHECK YES only if demanded in complaint:  
JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY**

(See instructions): JUDGE

DOCKET NUMBER

DATE  
January 9, 2007

SIGNATURE OF ATTORNEY OF RECORD

*Joseph A. Ritok, Jr.* P25472

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

Eugene Scalia  
Karl G. Nelson  
David J. Debold (P39278)  
Gibson, Dunn & Crutcher LLP  
Of Counsel for Defendant  
1050 Connecticut Avenue N.W.  
Washington, D.C. 20036  
(202) 955-8500

**WARRANT TO LOCAL RULE 83.11**

1. Is this a case that has been previously dismissed?

- Yes
- No

If yes, give the following information:

Court: \_\_\_\_\_

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

- Yes
- No

If yes, give the following information:

Court: \_\_\_\_\_

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

Notes :

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