

EXHIBIT "A"

Legal Software, Inc.
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Original - Court
1st copy - Defendant

06-079562-CK



JUDGE D. LANGFORD MORRIS
ROEHR, JULIE A V WAL MART STORE

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

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

Case 2:07-cv-10168-LPZ-RSW Document 12-3 Filed 04/16/2007

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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 DEC 15 2006	This summons expires MAR 16 2007	Court clerk RUTH JOHNSON
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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.
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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.

06-079562-CK



CLERK: BUDGE D. LANGFORD MORRIS
Case#: ROEHM, JULIE, R 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

Case 2:07-cv-10168-LPZ-RSW Document 12-3 Filed 04/16/2007

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'06 DEC 15 P 3:58

Plaintiff,

vs.

BY: _____
PLAINTIFF

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) 881-1300

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 on this Honorable Court as follows:

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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

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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. ~~Case 2:07-cv-10168-LPZ-RSW Document 1-23 Filed 01/10/2007~~ ~~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. SCHAEFFER
PROFESSIONAL LIMITED LIABILITY COMPANY
BIRMINGHAM GROSSE POINTE
AL 35203-0655 (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.

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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.

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BIRMINGHAM MOBILE POINT
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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.

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OF
OHEN F. SCHADLER
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.

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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.

THE LAW FIRM
OF
JOHN P. SCHAEFER
PROFESSIONAL LIMITED LIABILITY COMPANY
BIRMINGHAM GREESE POINT
(48) 642-6635 (312) 981-1300

**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
OHN F. SCHAEFER
PROFESSIONAL LIMITED LIABILITY COMPANY

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48) 642-6835 (313) 881-1300

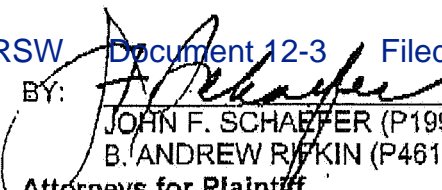
Respectfully submitted,

THE LAW FIRM OF JOHN F. SCHAEFER

Case 2:07-cv-10168-LPZ-RSW Document 12-3 Filed 04/16/2007

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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
(48) 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, Individual Case 2:07-cv-10168-LPZ-RSW Document 12-3 Filed 04/16/2007 Page 11 of 11

US DEC 15 P 3 58

Plaintiff,

BY
DEPUTY COUNTY CLERK

No.: 06-
Hon.: -CK

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
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JURY DEMAND

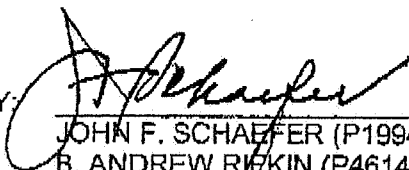
THE LAW FIRM
OF
JOHN F. SCHAEFER
MEMBERSONAL UNITED WALMART COMPANY
BIRMINGHAM GROSSE POINTE
313 642-6655 (313) 881-1300

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.

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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
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(248) 642-6655

Dated: December 15, 2006.

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